City of Las Vegas

Agenda Item No. 64

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM [ ] CONSENT [X] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action regarding an Agreement for the Purchase and Sale of 1468 Hart Avenue to Economic Opportunity Board of Clark County - Ward 5 (Weekly)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
[ ]	**Augmentation Required**	**Funding Source:** HOME

PURPOSE/BACKGROUND:
It is staff's recommendation to approve the Purchase and Sale of 1468 Hart Avenue to Economic Opportunity Board of Clark County (EOBCC) as the developer for the HOME Investment Partnerships (HOME) Program Agreement to fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III. By the City approving EOBCC as the developer, it will potentially alleviate a vacant parcel while providing revitalization of the area.

RECOMMENDATION:
The 3/19/2001 Real Estate Committee and City Manager recommend approval of the Agreement for the Purchase and Sale of Real Property, to authorize staff to execute all the additional documents necessary to close escrow and record title, and to authorize the Mayor to sign any and all necessary agreements.

BACKUP DOCUMENTATION:
1. Agreement for the Purchase and Sale of Real Property and Escrow Instructions
2. Project site map

MOTION:
MACK – APPROVED as recommended – UNANIMOUS with M. McDonald excused

MINUTES:
NOTE: All related discussion for Items 62, 63, 64, 65, 66, 67, and 68 took placed under Item 61 [Discussion and possible action regarding an Agreement with Economic Opportunity Board of Clark County as the developer for the Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III]

(10:56)**2-733**

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this 21st day of March, 2001, by and between the CITY OF LAS VEGAS, (herein the "Seller") and Economic Opportunity Board of Clark County, (herein the "Buyer") a non-profit corporation of the State of Nevada.

WITNESSETH:

WHEREAS, the Seller is the owner of the real property commonly referred to as 1468 Hart Ave., Las Vegas, County of Clark, Nevada, as depicted on Exhibit "A" attached hereto and incorporated herein as a part of this Agreement, which the Buyer desires to acquire pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller and Buyer hereby covenant and agree as follows:

ARTICLE I
REAL PROPERTY

Section 1.1. **AGREEMENT TO PURCHASE AND SELL.** The Seller agrees to sell and the Buyer agrees to purchase subject to the terms and conditions set forth herein that certain real property (herein the "Real Property") located in the County of Clark, State of Nevada, which is legally described in Exhibit "A" attached hereto and hereby made a part hereof.

ARTICLE II
PURCHASE PRICE AND PAYMENT

Section 2.1. **PURCHASE PRICE.** The purchase price (herein the "Purchase Price") for the Real Property is One Dollar ($1.00).

ARTICLE III
OPENING AND CLOSING OF ESCROW

Section 3.1. **OPENING OF ESCROW AND ESCROW INSTRUCTIONS.** (a) Upon execution of this Agreement by both parties, the parties hereto shall deposit one (1) executed counterpart of this Agreement with United Title, (herein the "Escrow Agent"). This instrument shall serve as the joint instructions to Escrow Agent for opening of an escrow to consummate the transaction contemplated herein. The parties agree to execute such additional escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Agent's instructions, the terms of this Agreement shall control. Escrow Agent shall be responsible only for undertaking such matters in connection with the Close of Escrow as are specifically provided for herein or in any additional escrow instructions executed by the parties.

Section 3.2. **CLOSING DATE.** The Close of Escrow shall occur twenty (20) days after receipt of this Agreement by the Escrow Agent, (herein, Closing Date).

Section 3.3. **CLOSING COSTS AND FEES.**

A) The Seller shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be paid by the seller.

C) Any outstanding amount due on any bonds, assessments or other similar charge imposed upon the Real Property by Clark County or any other governmental entity or special district shall be prorated as of the Closing Date based upon a thirty (30) day month.

D) Any unspecified cost shall be the responsibility of the Seller.

E) All Closing Costs shall be paid on the Closing Date.

Section 3.4. **CLOSING STATEMENTS.** Immediately after the Closing Date, the Escrow Agent shall deliver to the Seller at the address provided in Section 7.2 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 7.2 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

Section 3.5 **GRANT BARGAIN AND SALE DEED.** The Real Property will be conveyed pursuant to a Grant, Bargain and Sale Deed. The Seller will provide to the Escrow Agent the form for the Grant Bargain and Sale Deed, which is to be signed by both the Buyer and Seller and to be recorded at the Clark County Recorder's Office upon the Close of Escrow.

ARTICLE IV
TITLE TO THE REAL PROPERTIES

Section 4.1. **TITLE.** The Seller agrees to convey to the Buyer the Real Property and to execute the Deed subject to easements and other exceptions identified by Escrow Agent and set forth in Exhibit "C" hereto.

Section 4.2. **TITLE INSURANCE.** The Seller agrees that as a condition to closing, the Escrow Agent will issue its CLTA coverage owner's policy with such endorsements as requested by the Buyer insuring fee simple title in the name of the Buyer, subject only to the exceptions set forth in Exhibit "C" hereto.

ARTICLE V
CONDITIONS TO CLOSE OF ESCROW

Section 5.1. **DEPENDENT AGREEMENTS.** The Close of Escrow shall not occur unless the HOME Program Agreement between the Seller and Buyer, a copy of which is attached as Exhibit "D", and the Mortgage Buydown Deferred Loan Agreement between the Seller and Homebuyer Applicant, the form of which is attached as Exhibit "E" are both fully signed and executed.

Section 5.2. **APPROVAL OF TITLE.** Upon the execution of this Agreement and prior to the Closing Date, the Escrow Agent shall provide to the Buyer a preliminary title report, indicating that the Real Property is subject to those easements and exceptions set forth in Exhibit "C" hereto and that Escrow Agent is prepared to issue its CLTA title insurance policy subject only to such exceptions.

Seller agrees to convey title subject to the exceptions set forth in the preliminary title report without making any warranties concerning the accuracy or completeness thereof.

Seller agrees not to cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Real Property subsequent to the execution of this Agreement without the written approval of the Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.1. **REPRESENTATIONS AND WARRANTIES BY THE SELLER.** The Seller hereby represents and warrants to the Buyer the following:

A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in Exhibit "C" hereto, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.

B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.

D) As far as is known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Real Property or Seller, as relating to the Real Property.

Section 6.2. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

Section 6.3. **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1. **CONDITION PRECEDENT: APPROVAL OF CITY COUNCIL.** Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to purchase the Real Property under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council, and signed by the Mayor of the City of Las Vegas.

Section 7.2. **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 address 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:

SELLER: City of Las Vegas
Public Works/Real Estate & Assets
ATTN: Manager
400 Stewart Avenue
Las Vegas, Nevada 89101

BUYER: Economic Opportunity Board of Clark County
2228 Comstock
North Las Vegas, NV 89030

COPY TO: City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

Section 7.3. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

Section 7.4. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

Section 7.5. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No official or employee of the Seller shall be personally liable to the Buyer for any default or breach by the Seller, for any amount, which may become due to the Buyer or for any obligation of the Seller under the terms of this Agreement.

Section 7.6. **BROKERS**. Buyer and Seller acknowledge that no broker's services were contracted, employed or solicited relating to this agreement.

Section 7.7. **MODIFICATIONS OR AMENDMENTS.** Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, the Real Estate & Assets Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Section 7.8. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

Section 7.9. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

Section 7.10. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, 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.

Section 7.11. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 2.1 is made to Seller.

Section 7.12. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

Section 7.13. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS

By: ______________________
Oscar B. Goodman, Mayor

"SELLER"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

Approved as to Form:
J. Ponticello 3/8/01
Date

Economic Opportunity ~~Board of Clark~~ County

____
Marcia Rose Walker, Executive Director

"BUYER"

DISCLOSURE OF PRINCIPALS

The principals and partners Economic Opportunity Board of Clark County and all persons and entities holding more than 1% interest in Economic Opportunity Board of Clark County or any principal of Economic Opportunity Board of Clark County are the following:

FULL NAME	BUSINESS ADDRESS List Board of Directors	BUSINESS PHONE
1.	See Attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Candace Marie Vitto
Appt. No. 97-1914-1
My Appt. Expires May 22, 2001

Economic Opportunity Board of Clark County

M R Walker

Marcia Rose Walker, Executive Director

Subscribed and sworn to before me this 12th day of March, 2001.

Candace Marie Vitto

Notary Public

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

BOARD MEMBER LISTING
2000 – 2001

PRIVATE

Verila Grice Hoggard (Vice Chair)	Director, Clark County Social Service
Vicente Herrera	Funeral Director, Bunkers Mortuaries
Hannah Brown	Tenant Relations Manager, McCarran Airport

Expiration: Terms expire when replaced by Agency they represent.

PUBLIC (Appointed by respective Governing Body)

Councilman Bill Smith	Boulder City Council
Commissioner Myrna Williams	Clark County Commission
Councilman Gary Reese	Las Vegas City Council
Senator Joe Neal (Chair)	Nevada State Legislature
Councilman William E. Robinson	North Las Vegas City Council

Expiration: Terms expire when replaced by County/City

POOR (Elected by low-income residents)

Henry Herbert	Clark County Geographic Area
Linda C. Howard	Clark County Geographic Area
Marion D. Bennett	Las Vegas Geographic Area
Gene Collins	Las Vegas Geographic Area
Claude E. Logan (Treasurer)	North Las Vegas Geographic Area

Expiration: Terms expire 12/31/02

LIST OF EXHIBITS

EXHIBIT A:	LEGAL DESCRIPTION
EXHIBIT B:	INTENTIONALLY OMITTED
EXHIBIT C:	LIST OF EASEMENTS AND EXCEPTIONS
EXHIBIT D:	HOME PROGRAM LOAN AGREEMENT BETWEEN BUYER AND SELLER
EXHIBIT E:	MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

That parcel of land situate in the County of Clark, State or Nevada described as follows:

VEGAS HGTS TRACT UNIT #4 PLAT BOOK 1 PAGE 77 LOT 21B & PR LOT 21C
APN#: 139-21-610-328
ADDRESS: 1468 HART AVE.

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"

LIST OF EASEMENTS AND EXCEPTIONS

EXHIBIT "D"
Form of Agreement for
HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
VEGAS HEIGHTS SINGLE FAMILY HOME
MORTGAGE BUY DOWN ASSISTANCE
PROJECT PHASE III

THIS AGREEMENT, made and entered into this ___ day of _________, 200_ by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Ave., Las Vegas, Nevada 89101-2986 (hereinafter referred to as the "City"), and Economic Opportunity Board of Clark County, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 2228 Comstock Dr., North Las Vegas, NV 89030 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "the County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD;" and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, Subrecipient has requested the City's assistance to build affordable housing in the City of Las Vegas for purchase by HOME eligible persons and/or families; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program funds to assist with the Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III, which is more specifically described in the Proposal submitted by Subrecipient to the City (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas City Council hereby determines that the Program shall provide substantial benefit to the inhabitants of the City.

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:

I. Scope of Services

A. The City will convey title to seven (7) City owned lots through escrow to the Subrecipient to assist with the "Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III" subject to Subrecipient's compliance with the terms of this Agreement. The Project consists of the construction, marketing, monitoring and sale of seven (7) single family homes on the seven (7) lots conveyed to Subrecipient which are located at 1388 Blankenship Ave., 1484 Blankenship Ave., 1468 Hart Ave., 807 Lawry Ave., 817 Lawry Ave., 820 Hassel Ave., and 810 Hassel Ave. in the City, Clark County, Nevada, hereinafter collectively referred to as the "Property", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. The City of Las Vegas will provide HOME Investments Partnership Program (HOME) Mortgage Buydown funds; amount of subsidy to be determined by EOB, and potential cost over-runs for development, not to exceed $210,000 total aggregate. The maximum subsidy amount per applicant will be based on individual need and income qualifications as stated by a HUD certified homebuyer counselor. The funds will be disbursed at the close of escrow for each qualified applicant purchasing a lot as mortgages buy down for the permanent financing.

B. The Project will provide seven (7) single family homes (individually referred to as a "unit') for home ownership to very low- and low-income households as follows: two units with households who's income is at 50% or below the area median income; two units with households who's income is at 60% or below the area median income; two units with households who's income is at 70% of below the area median income; and one unit with a household who's income is at 80% or below the area median income (See Exhibit "G" attached hereto). The subsidy funds will be dispersed to the permanent financing entity through escrow as each unit sells. The Subrecipient will notify the City at least 2 weeks prior to close of escrow with the total required subsidy amount for each qualified applicant purchasing a unit. The maximum purchase price for a three-bedroom home shall be approximately $114,000 and the maximum purchase price for a four-bedroom home shall be $ 120,000.

C. The conveyance of each unit identified in Exhibit "A" shall be in accordance with the terms and conditions of the Agreement for the Purchase and Sale of Real Property and Escrow Instructions, the form of which is attached hereto as Exhibit "B", to be executed by the City, as Seller, and Subrecipient, as Buyer.

D. The construction of the units must begin within ninety (90) days from the date of the signed agreement and be completed within twelve (12) months after execution of this Agreement by all parties, unless otherwise specified, in writing by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director"). The Project will be constructed in two phases, the first phase will consist of constructing 4 homes and the second phase will consist of the remaining 3 homes.

E. All units shall have the following features, as specified in architectural renderings supplied to the Subrecipient by the City:

1) A detached two-car garage
2) Window coverings
3) Appliances, to include range, refrigerator, and dishwasher
4) Front yard desert landscaping with a bubbler watering system, and a turf area with a sprinkler system (applicant is required to submit plans)
5) Back yard will be provide with a stub for a sprinkler system
6) Chain link fencing enclosing back yard
7) Builder's warranty for a period of one (1) year from the date of occupancy
8) Additional warranty of five (5) years for the heating, ventilation, and air conditioning system
9) Minimum ten (10) year warranty for the roof

F. The Subrecipient agrees that construction of the Project will not begin until the Director or his/her designee has issued a "Notice To Proceed".

G. The Subrecipient's performance of obligations in this Agreement shall be secured by deed restrictions in the Short Form Deed of Trust, Exhibit "C", to be executed by Subrecipient which will permit the City to take possession of the Project if the conditions set forth in this Agreement are not met. The City will release and reconvey the applicable portion of the Property identified in the Deed of Trust, Exhibit "C" when the qualified homebuyer executes a Homebuyer Deed of Trust, the form of which is attached as Exhibit "F", in favor of the City.

H. Prior to release of Deed of Trust, Exhibit "C" and recordation of the Homebuyer Deed of Trust to be executed by the homebuyer applicant encumbering a unit, Exhibit "F", and as a condition thereof, the Subrecipient agrees to ensure that each original and subsequent homebuyer applicant completes a home buyer training and counseling course. Evidence of the completion of such training and counseling shall be maintained by the Subrecipient in the permanent record of each eligible applicant and supplied to the City of Las Vegas upon request.

In satisfaction of its obligation herein, the Subrecipient may provide such training and counseling or allow the homebuyer applicant to enroll in an existing program that addresses the concerns of home ownership, including but not limited to: Preparing for Home Ownership, Budgeting and Financing, Negotiating on a Home, Understanding the Costs of a First and Second Mortgage, Obtaining a Mortgage, Costs of Home Ownership, Closing on a Home, Responsibilities of Home Ownership and Home Maintenance.

I. Subrecipient agrees to use the Mortgage Buy Down Loan Agreement, Exhibit "D", Promissory Note Secured by Deed of Trust, Exhibit "E", and Homebuyer Deed of Trust, Exhibit "F", the forms of which are attached to this document and which Subrecipient shall cause to be executed by each individual home buyer.

J. Subrecipient agrees to abide by the following HUD HOME/LIHTF Property Eligibility Requirements, which includes, but not limited to:

1. The Property is purchased as the principal residence of the qualified homebuyer.
2. The Property is subject to recapture provisions established by the City of Las Vegas at the time of purchase.

K. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

L. Subrecipient agrees that all Project costs, unless and until otherwise specified in writing by the Director, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project.

M. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by Director, his/her designee and Developer in writing. Any such changes must not jeopardize HOME Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to construct new home ownership units for very-low- and low-income households as set forth in the HUD HOME Program Income Guidelines in Exhibit "G", attached hereto to this Agreement. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Subrecipient will provide the Director with client usage records for the assisted units on an annual basis during the period of this Agreement. These requirements apply to the original HOME purchaser as well as all subsequent HOME purchasers for the period of affordability. These records will contain, but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "G").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7 Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. If the provisions of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the $210,000 in HOME Program funds that Subrecipient received from the City hereunder.

E. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.

F. The City will execute and deliver any subordination agreements reasonably required by the escrow agent handling the closing or by the institution providing the financing for the home buyer to evidence the subordination of the "Short Form Deed of Trust" that will secure payment and performance of the Subrecipient's obligations to the City under this Agreement to the Deed of Trust that will secure payment and performance of the home buyer's obligations to the first mortgagee, so long as any such additional subordination agreements do not impose any payment or other unexpected obligation on the part of the City and are otherwise consistent with the provisions of this Agreement.

G. Subrecipient and/or the Contractor shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount until a unit is sold to the homebuyer. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the general liability insurance coverage is in effect within ten days after the execution of this agreement by all parties and evidence of Comprehensive Fire and Hazard Insurance within ten days after construction begins. Subrecipient will notify the City at least thirty-(30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

H. Subrecipient shall ensure the Program recipients (i.e., the home buyer) of the funds will carry homeowner's insurance covering the full replacement costs of the unit during the Period of Affordability (as hereinafter defined).

I. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient, which relate to the Project. The representatives of the City may, on occasion, interview residents of the assisted units of the Project who volunteer to be interviewed.

J. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

L. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

M. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council) and the HOME Program funds allocated by it will be expended within twelve months after said date.

N. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

O. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

R. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

S. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

T. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

U. Subrecipient agrees that upon the sale of each HOME assisted unit to a HOME eligible purchaser, Subrecipient will cause to be recorded a Deed of Trust that restricts the subsequent resale of each assisted unit to an income eligible purchaser per HOME Program regulations for a period of up to 15 years depending on the amount of subsidy/down payment assistance on each individual unit from the initial sale of said unit. Upon the recordation of such Deed of Trust, the City shall reconvey its Deed of Trust described herein.

V. Subrecipient agrees that this agreement is in effect for a Period of Affordability for period up to 15 years depending on the amount of mortgage buy down assistance on each unit, commencing from the date of the escrow closing of the last original unsold unit to the homebuyer. Upon close of escrow, Economic Opportunity Board of Clark County will be required to monitor their homebuyer for 1 year, as with any homebuyer, for post mortgage counseling.

W. Subrecipient must obtain and maintain the following records for the period of affordability after the conclusion of the affordability period:

a. Project Set-up report;
b. Contract between buyer and seller;
c. Evidence the homeowner caries flood insurance on the property and the City of Las Vegas is shown as an rider as an additional insured on the policy;
d. Appraisal;
e. Final settlement sheet (HUD 1) from the title company;
f. Certification of Completion of Homebuyer Education Program;
g. Copy of Recorded Deed of Trust after recordation;
h. Copies of all checks given and received from the Title Company;
i. Funds applied Worksheet showing breakdown of HOME funds for normal down payment and acceptable closing costs;
j. Project Completion Report;
k. Verification of income and deposit;
l. Documentation that the applicant has met the asset test. Which states Eligible households may not have total assets exceeding $5,000 (excluding two vehicles, subject property, furniture and fixtures). Assets include but are not limited to checking accounts, saving accounts, money market accounts, bonds, stocks, mutual funds, pension funds, 401 (k)'s, IRA's boats & motor homes, etc.

X. Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Subrecipient warrants that it has disclosed, on the form attached as Attachment 1, all principals, including partners of Subrecipient, as well as all persons and entities holding more than a 1% interest in the Subrecipient or any principal of Subrecipient. Throughout the term hereof, the Subrecipient shall within ten (10) days notify the City, in writing, of any material change in the above disclosure.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act.

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations, which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or sub-recipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services

of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

A. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.

C. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

E. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

F. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

G. Subrecipient shall comply with the requirements of Executive Order 11625, which provides for the utilization of minority businesses in all federally assisted contracts.

H. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

I. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

J. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

K. The Subrecipient agrees to ensure that the homes purchased with the assistance of the City HOME funds will have all health and safety violations corrected prior to initial occupancy. Furthermore, all HOME-assisted units shall be in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements, within six (6) months from the date of closing.

L. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01.

M. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 15 years beginning after project completion if the City loan consists solely of HOME funds received directly from HUD, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

N. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of LIHTF funds and/or HOME funds received from the State of Nevada by the City invested in the Property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

P. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME and/or LIHTF funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved: ________

APPROVED AS TO FORM:

____
DATE

Economic Opportunity Board of Clark County

____
Marcia Rose Walker,
Executive Director

ACCEPTANCE OF GRANT/LOAN AND AGREEMENT TO COMPLY WITH GRANT/LOAN CONDITIONS

I, Marcia Rose Walker, Executive Director, of the Economic Opportunity Board of Clark County, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that deferred loan contained in the Agreement To Fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III approved by the City Council of the City of Las Vegas, Nevada on ______________, a copy of which is attached hereto and incorporated herein.

Executed this ______ day of ____________________, 200_.

Economic Opportunity Board of Clark County

____

Marcia Rose Walker,
Executive Director

State of Nevada)
County of Clark)

On this ________ day of _______________, 200_, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

____________________________ as ____________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public

EXHIBIT "E"
Form of
MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT

This MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT, ("AGREEMENT"), is made and entered into this ______ day of _______200_ by and between ____, herein called APPLICANT, and City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as the "City").

WHEREAS, the has made available to Economic Opportunity Board of Clark County certain funds to be administered as deferred loans to HOME eligible homeowners; and

WHEREAS, the City desires to make available home ownership opportunities to very low and low income families; and

WHEREAS, the Applicant has satisfied the criterion established by Economic Opportunity Board of Clark County and the City for eligibility for a deferred loan.

NOW THEREFORE, City agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from the City a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been provided to the Applicant in as financial assistance for the purchase of the Applicant's permanent residence located at 1388 Blankenship Ave., Las Vegas, NV, Clark County, State of Nevada (herein called "Applicant's Residence") are HOME Funds made available through the HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement. The funds shall provide funding for a deferred loan to the Applicant in the principal amount of______________________________________($___________) as evidenced by a Promissory Note of even date herewith in the principal amount of ______________________________________ ($___________) executed by Applicant in favor of ______________________________________("Promissory Note"), the form of which is attched as Exhibit "B:. The legal description of Applicant's Residence is hereto attached as Exhibit "A".

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of 15 continuous years commencing on ________________________, 20___ and ending on ________________________, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to City upon the death of the Applicant, excluding an eligible heir to or beneficiary of the Applicant's Residence, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the Applicant's Residence as the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to City, if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated.

Upon verification by City of Las Vegas that the Applicant is in breach of any terms of this Agreement, City of Las Vegas at its discretion, shall notify the Applicant in writing of said breach and shall mail by certified mail a Notice of Breach to the Applicant and demand immediate repayment of the full amount of the deferred loan. The Applicant shall have a period of ten (10) days from the date the Notice of Breach to contact Economic Opportunity Board of Clark County of Clark County concerning their ability to resell the Applicant's Residence or return to City. In any event, the deferred loan must be repaid in full within one hundred twenty (120) days from the date of the Notice of Breach unless agreed otherwise by City at its discretion.

However, not withstanding the above, the $________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the Applicant's residence and its contents in the minimum amount of $________________________ or its fair market value, whichever is higher. The Applicant agrees to have the City listed as an additional insured on the policy and to provide the City a Certificate of Insurance, which conforms to this provision. Applicant agrees to provide to City at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DEED RESTRICTIONS

The Applicant further agrees and understands HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement requires that all units (including the Applicant's Residence) assisted with HOME Program funds remain affordable to very low- and low-income purchasers for the stated term of compliance. Applicant agrees to execute the Promissory Note and Deed of Trust of even date herewith in favor of City and to comply with and/or acknowledge the following deed restrictions:

(1) The term of compliance is 15 years.
(2) The property must be used as the Applicant's Residence.
(3) No temporary subleases of Applicant's Residence are allowed;
(4) Funds must be recaptured upon sale, transfer or change of ownership of Applicant's Residence during term of compliance. In the event of foreclosure, all deed restrictions contained herein in this Article V and in the Deed of Trust will terminate.

The Deed of Trust shall be in the form attached hereto as Exhibit "C".

VI. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by City in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada. Applicant acknowledges that the Applicant's Residence is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Applicant's Residence Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of the City's Deed of Trust. Applicant acknowledges and agrees that this Agreement and all rights of City of Las Vegas hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust. The beneficiary 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 Purchaser under this Agreement. This Agreement will <u>not</u> 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.

FURTHER, if the Senior Lien Holder, as set forth in the First Deed of Trust, acquires title to the Applicant's Residence pursuant to a deed in lieu of foreclosure, the lien of the City's Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the trustee.

VIII. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement except to another HOME eligible buyer who has been qualified as such by the Economic Opportunity Board of Clark County and the City.

IX. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Applicant warrants that Applicant has disclosed, on the form attached hereto as Exhibit "D", that Applicant is the only owner of Applicant's Residence and there are no other persons, partners, principals of entities, or entities holding more than a 1% interest in the Applicant's Residence. Throughout the term hereof, the Applicant shall within ten (10) days notify the City, in writing, of any material change.

DATED this ________day of __________________, 200_.

____
APPLICANT

____
APPLICANT

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

City Council Approved:___________

____
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

____
Date

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 19__.

____
NOTARY PUBLIC in and for said
County and State

EXHIBIT "A"

To

Mortgage Buydown Deferred Loan Agreement

LEGAL DESCRIPTION

VEGAS HGTS TRACT UNIT #4 PLAT BOOK 1 PAGE 77 LOT 21B & PR LOT 21C
APN#: 139-21-610-328
ADDRESS: 1468 HART AVE

EXHIBIT "B"

To

Mortgage Buydown Deferred Loan Agreement

PROMISSORY NOTE
SECURED BY DEED OF TRUST

LOAN NO. ____________________
AMOUNT: ____________________
PROPERTY ADDRESS: ____________________________________
____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the City of Las Vegas, at its office at 400 Stewart Ave., Las Vegas, Nevada 89101 the principal sum of ____ $__________ without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.

2. All or any part of the aforesaid property, or any interest therein, is sold or transferred except.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare an indebtedness at once due and payable, provided, however, not withstanding the above, the $______________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City of Las Vegas in connection herewith.

No interest will be charged on this Note. Except as stated above, no regular monthly payments of principal will be due and payable during the terms of this Note. The entire amount of this Note will be forgiven upon maturity. The term of this Note will be for a period of (15) years, commencing on________________________and ending on ______________________ ("Maturity"). Upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower shall be released and the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the Lender.

Property legally described as:

and more commonly known as (*insert street address of property*) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated by joint and several.

____

BORROWER DATE

____

BORROWER DATE

EXHIBIT "C"

To

Mortgage Buydown Deferred Loan Agreement

HOMEBUYER DEED OF TRUST

THIS DEED OF TRUST, made this _______day of __________, 2000, between (*insert name of borrower*), herein called TRUSTOR, whose address is (*insert address of property*), Las Vegas, Nevada (zip code); (address of property), Las Vegas, Nevada (zip code); the ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY, herein called TRUSTEE, whose principal office is located at 2228 Comstock Dr., North Las Vegas, NV 89030 and the City of Las Vegas, whose principal office is located at 400 Stewart Ave., Las Vegas, Nevada 89101, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

VEGAS HGTS TRACT UNIT #4 PLAT BOOK 1 PATE 77 LOT 21B & PR LOT 21C
APN#: 139-21-610-328

and commonly known 1468 HART AVE.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the Mortgage Buydown Assistance Deferred Loan Agreement executed by TRUSTOR on the _____day of _______200_ ("Mortgage Buydown Deferred Loan Agreement") and incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated___________________________, 200_ ("Promissory Note"). In the principal sum of ______________________________________
_________________________ ($________________), executed by TRUSTOR in favor of TRUSTEE, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Mortgage Buydown Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform

said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

____ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY 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 Purchaser under this Security Instrument. This Security Instrument will not be subject to or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Senior Lien Holder, as set forth in the first deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the TRUSTEE.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 15 years;
2. The property shall be used as Applicant's principle residence;
3. No temporary subleases of the property are allowed;
4. Funds must be recaptured upon the sale, transfer or change of ownership of the property during term of compliance;
5. All deed restrictions contained herein are canceled in the event of foreclosure.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are adopted and made a part of this Deed of Trust except that the amounts agreed upon by the parties to this instrument with respect to Covenants Nos. 2, 4 and 7, incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 $________; Covenant No. 4 _____%; Covenant No. 7 ________%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:

____
Trustor:

____
Trustor:

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of _____________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

...

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of _____________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

WHEN RECORDED, MAIL TO:
City of Las Vegas
Neighborhood Services Division
400 Stewart Avenue
Las Vegas, NV 89101

EXHIBIT "D"

To

Mortgage Buydown Deferred Loan Agreement

DISCLOSURE OF PRINCIPALS

The undersigned Applicant is the only owner of the Property located at ____________________ ______, Las Vegas Nevada ("Property"). Any persons, partners, entities or principals of entities holding more than a 1% interest in the Property care the following:

Full Name	Address	Phone

I/We certify under penalty of perjury that the foregoing list is full and complete.

____
APPLICANT

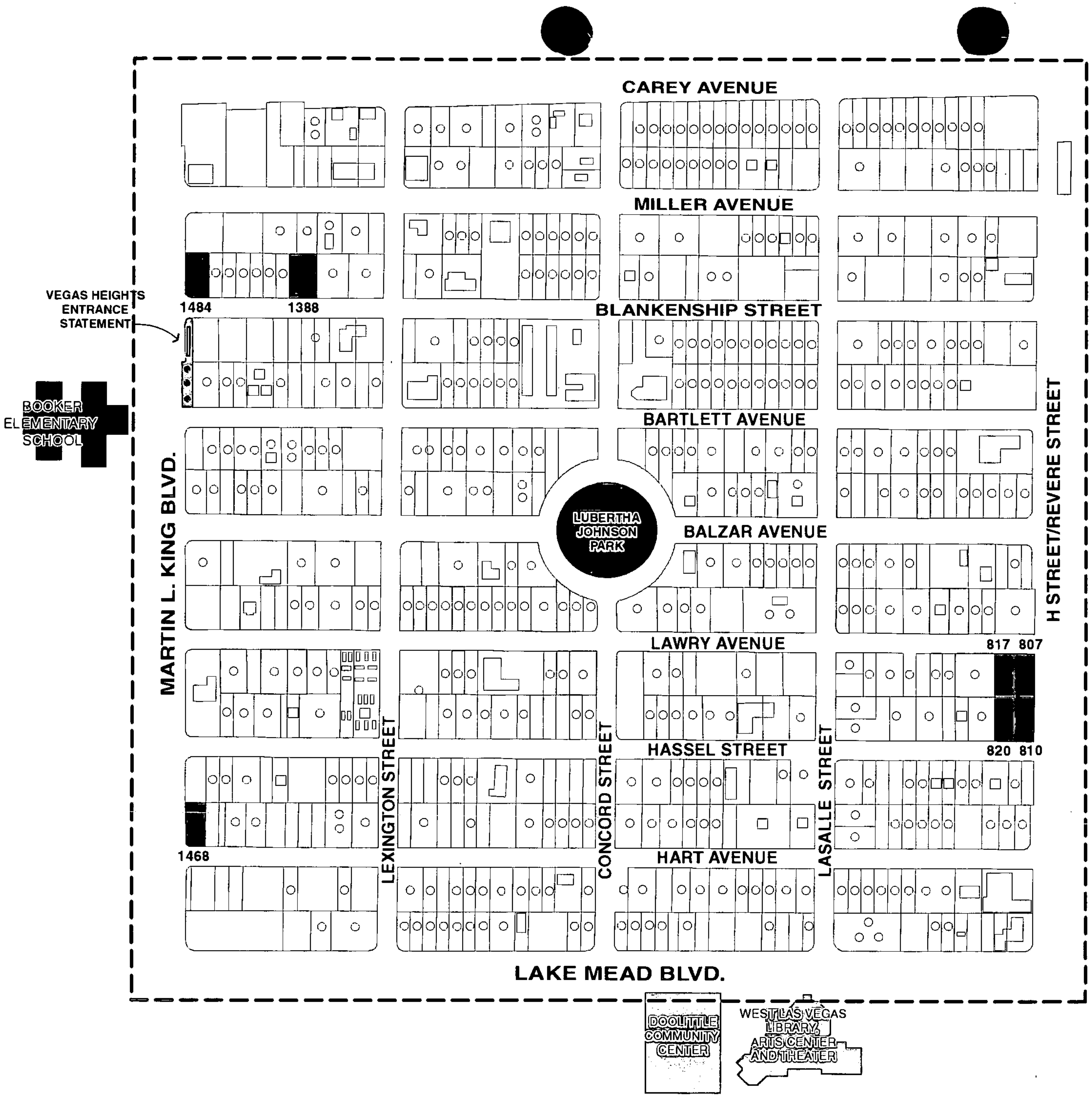
____
APPLICANT

State of Nevada)
County of Clark)

On this ________ day of ________________, 200_, before me, the undersigned, A Notary Public in and for said county and State, personally appeared

____________________________________ as __________________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public



VEGAS HEIGHTS SUBDIVISION PHASE 3

NEIGHBORHOOD REVITALIZATION PROJECT

SEVEN NEW LOTS FOR INFILL HOUSING

NEIGHBORHOOD DEVELOPMENT DIVISION
City of Las Vegas
NDD
NEIGHBORHOOD SERVICES DEPARTMENT

FR/Illus/CLVMaps/VegHtsSubDiv 7 New Lots.ai
7Feb2001

CITY COUNCIL MEETING OF MARCH 21, 2001 Pg. 913

City of Las Vegas

Agenda Item No. 65

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM ☐ CONSENT ☒ DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action regarding an Agreement for the Purchase and Sale of 807 Lawry Avenue to Economic Opportunity Board of Clark County - Ward 5 (Weekly)

Fiscal Impact

☒ No Impact	**Amount:**	
☐ Budget Funds Available	**Dept./Division:**	Neigh. Svcs./Neigh. Devel.
☐ Augmentation Required	**Funding Source:**	HOME

PURPOSE/BACKGROUND:
It is staff's recommendation to approve the Purchase and Sale of 807 Lawry Avenue to Economic Opportunity Board of Clark County (EOBCC) as the developer for the HOME Investment Partnerships (HOME) Program Agreement to fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III. By the City approving EOBCC as the developer, it will potentially alleviate a vacant parcel while providing revitalization of the area.

RECOMMENDATION:
The 3/19/2001 Real Estate Committee and City Manager recommend approval of the Agreement for the Purchase and Sale of Real Property, to authorize staff to execute all the additional documents necessary to close escrow and record title, and to authorize the Mayor to sign any and all necessary agreements.

BACKUP DOCUMENTATION:
1. Agreement for the Purchase and Sale of Real Property and Escrow Instructions
2. Project site map

MOTION:
MACK – APPROVED as recommended – UNANIMOUS with M. McDonald excused

MINUTES:
NOTE: All related discussion for Items 62, 63, 64, 65, 66, 67, and 68 took placed under Item 61 [Discussion and possible action regarding an Agreement with Economic Opportunity Board of Clark County as the developer for the Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III]

(10:56)**2-790**

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this 21st day of March, 2001, by and between the CITY OF LAS VEGAS, (herein the "Seller") and Economic Opportunity Board of Clark County, (herein the "Buyer") a non-profit corporation of the State of Nevada.

WITNESSETH:

WHEREAS, the Seller is the owner of the real property commonly referred to as 807 Lawry Ave., Las Vegas, County of Clark, Nevada, as depicted on Exhibit "A" attached hereto and incorporated herein as a part of this Agreement, which the Buyer desires to acquire pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller and Buyer hereby covenant and agree as follows:

ARTICLE I
REAL PROPERTY

Section 1.1. **AGREEMENT TO PURCHASE AND SELL.** The Seller agrees to sell and the Buyer agrees to purchase subject to the terms and conditions set forth herein that certain real property (herein the "Real Property") located in the County of Clark, State of Nevada, which is legally described in Exhibit "A" attached hereto and hereby made a part hereof.

ARTICLE II
PURCHASE PRICE AND PAYMENT

Section 2.1. **PURCHASE PRICE.** The purchase price (herein the "Purchase Price") for the Real Property is One Dollar ($1.00).

ARTICLE III
OPENING AND CLOSING OF ESCROW

Section 3.1. **OPENING OF ESCROW AND ESCROW INSTRUCTIONS.** (a) Upon execution of this Agreement by both parties, the parties hereto shall deposit one (1) executed counterpart of this Agreement with United Title, (herein the "Escrow Agent"). This instrument shall serve as the joint instructions to Escrow Agent for opening of an escrow to consummate the transaction contemplated herein. The parties agree to execute such additional escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Agent's instructions, the terms of this Agreement shall control. Escrow Agent shall be responsible only for undertaking such matters in connection with the Close of Escrow as are specifically provided for herein or in any additional escrow instructions executed by the parties.

Section 3.2. **CLOSING DATE.** The Close of Escrow shall occur twenty (20) days after receipt of this Agreement by the Escrow Agent, (herein, Closing Date).

Section 3.3. **CLOSING COSTS AND FEES.**

A) The Seller shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be paid by the seller.

C) Any outstanding amount due on any bonds, assessments or other similar charge imposed upon the Real Property by Clark County or any other governmental entity or special district shall be prorated as of the Closing Date based upon a thirty (30) day month.

D) Any unspecified cost shall be the responsibility of the Seller.

E) All Closing Costs shall be paid on the Closing Date.

Section 3.4. **CLOSING STATEMENTS.** Immediately after the Closing Date, the Escrow Agent shall deliver to the Seller at the address provided in Section 7.2 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 7.2 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

Section 3.5 **GRANT BARGAIN AND SALE DEED.** The Real Property will be conveyed pursuant to a Grant, Bargain and Sale Deed. The Seller will provide to the Escrow Agent the form for the Grant Bargain and Sale Deed, which is to be signed by both the Buyer and Seller and to be recorded at the Clark County Recorder's Office upon the Close of Escrow.

ARTICLE IV
TITLE TO THE REAL PROPERTIES

Section 4.1. **TITLE.** The Seller agrees to convey to the Buyer the Real Property and to execute the Deed subject to easements and other exceptions identified by Escrow Agent and set forth in Exhibit "C" hereto.

Section 4.2. **TITLE INSURANCE.** The Seller agrees that as a condition to closing, the Escrow Agent will issue its CLTA coverage owner's policy with such endorsements as requested by the Buyer insuring fee simple title in the name of the Buyer, subject only to the exceptions set forth in Exhibit "C" hereto.

ARTICLE V
CONDITIONS TO CLOSE OF ESCROW

Section 5.1. **DEPENDENT AGREEMENTS.** The Close of Escrow shall not occur unless the HOME Program Agreement between the Seller and Buyer, a copy of which is attached as Exhibit "D", and the Mortgage Buydown Deferred Loan Agreement between the Seller and Homebuyer Applicant, the form of which is attached as Exhibit "E" are both fully signed and executed.

Section 5.2. **APPROVAL OF TITLE.** Upon the execution of this Agreement and prior to the Closing Date, the Escrow Agent shall provide to the Buyer a preliminary title report, indicating that the Real Property is subject to those easements and exceptions set forth in Exhibit "C" hereto and that Escrow Agent is prepared to issue its CLTA title insurance policy subject only to such exceptions.

Seller agrees to convey title subject to the exceptions set forth in the preliminary title report without making any warranties concerning the accuracy or completeness thereof.

Seller agrees not to cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Real Property subsequent to the execution of this Agreement without the written approval of the Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.1. **REPRESENTATIONS AND WARRANTIES BY THE SELLER.** The Seller hereby represents and warrants to the Buyer the following:

A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in Exhibit "C" hereto, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.

B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.

D) As far as is known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Real Property or Seller, as relating to the Real Property.

Section 6.2. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

Section 6.3. **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1. **CONDITION PRECEDENT: APPROVAL OF CITY COUNCIL.** Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to purchase the Real Property under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council, and signed by the Mayor of the City of Las Vegas.

Section 7.2. **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 address 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:

SELLER:	City of Las Vegas Public Works/Real Estate & Assets ATTN: Manager 314 Las Vegas Blvd. North Las Vegas, Nevada 89101
BUYER:	Economic Opportunity Board of Clark County 2228 Comstock North Las Vegas, NV 89030
COPY TO:	City of Las Vegas Neighborhood Services Department 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101

Section 7.3. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

Section 7.4. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

Section 7.5. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No official or employee of the Seller shall be personally liable to the Buyer for any default or breach by the Seller, for any amount, which may become due to the Buyer or for any obligation of the Seller under the terms of this Agreement.

Section 7.6. **BROKERS**. Buyer and Seller acknowledge that no broker's services were contracted, employed or solicited relating to this agreement.

Section 7.7. **MODIFICATIONS OR AMENDMENTS.** Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, the Real Estate & Assets Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Section 7.8. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

Section 7.9. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

Section 7.10. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, 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.

Section 7.11. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 2.1 is made to Seller.

Section 7.12. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

Section 7.13. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS

By: ____________________
Oscar B. Goodman, Mayor

"SELLER"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

Approved as to Form:

____________________ 3/8/01
Date

Economic Opportunity Board of Clark County

____
Marcia Rose Walker, Executive Director

"BUYER"

DISCLOSURE OF PRINCIPALS

The principals and partners Economic Opportunity Board of Clark County and all persons and entities holding more than 1% interest in Economic Opportunity Board of Clark County or any principal of Economic Opportunity Board of Clark County are the following:

FULL NAME **BUSINESS ADDRESS** **BUSINESS PHONE**
List Board of Directors

1. See Attached
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Candace Marie Vitto
Appt. No. 97-1914-1
My Appt. Expires May 22, 2001

Economic Opportunity Board of Clark County

M R Walker
Marcia Rose Walker, Executive Director

Subscribed and sworn to before me this
12th day of March, 2001

Candace Marie Vitto
Notary Public

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

BOARD MEMBER LISTING
2000 – 2001

PRIVATE

Verila Grice Hoggard (Vice Chair)	Director, Clark County Social Service
Vicente Herrera	Funeral Director, Bunkers Mortuaries
Hannah Brown	Tenant Relations Manager, McCarran Airport

Expiration: Terms expire when replaced by Agency they represent.

PUBLIC (Appointed by respective Governing Body)

Councilman Bill Smith	Boulder City Council
Commissioner Myrna Williams	Clark County Commission
Councilman Gary Reese	Las Vegas City Council
Senator Joe Neal (Chair)	Nevada State Legislature
Councilman William E. Robinson	North Las Vegas City Council

Expiration: Terms expire when replaced by County/City

POOR (Elected by low-income residents)

Henry Herbert	Clark County Geographic Area
Linda C. Howard	Clark County Geographic Area
Marion D. Bennett	Las Vegas Geographic Area
Gene Collins	Las Vegas Geographic Area
Claude E. Logan (Treasurer)	North Las Vegas Geographic Area

Expiration: Terms expire 12/31/02

LIST OF EXHIBITS

EXHIBIT "A"
LEGAL DESCRIPTION

That parcel of land situate in the County of Clark, State or Nevada described as follows:

PARCEL MAP FILE 98 PAGE 30 LOT 1
APN#: 139-21-601-005
ADDRESS: 807 LAWRY AVE.

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"

LIST OF EASEMENTS AND EXCEPTIONS

EXHIBIT "D"

Form of Agreement for

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM AGREEMENT TO FUND VEGAS HEIGHTS SINGLE FAMILY HOME MORTGAGE BUY DOWN ASSISTANCE PROJECT PHASE III

THIS AGREEMENT, made and entered into this ___ day of _________, 200_ by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Ave., Las Vegas, Nevada 89101-2986 (hereinafter referred to as the "City"), and Economic Opportunity Board of Clark County, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 2228 Comstock Dr., North Las Vegas, NV 89030 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "the County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD;" and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, Subrecipient has requested the City's assistance to build affordable housing in the City of Las Vegas for purchase by HOME eligible persons and/or families; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program funds to assist with the Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III, which is more specifically described in the Proposal submitted by Subrecipient to the City (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas city Council hereby determines that the Program shall provide substantial benefit to the inhabitants of the City.

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:

I. Scope of Services

A. The City will convey title to seven (7) City owned lots through escrow to the Subrecipient to assist with the "Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III" subject to Subrecipient's compliance with the terms of this Agreement. The Project consists of the construction, marketing, monitoring and sale of seven (7) single family homes on the seven (7) lots conveyed to Subrecipient which are located at 1388 Blankenship Ave., 1484 Blankenship Ave., 1468 Hart Ave., 807 Lawry Ave., 817 Lawry Ave., 820 Hassel Ave., and 810 Hassel Ave. in the City, Clark County, Nevada, hereinafter collectively referred to as the "Property", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. The City of Las Vegas will provide HOME Investments Partnership Program (HOME) Mortgage Buydown funds; amount of subsidy to be determined by EOB, and potential cost over-runs for development, not to exceed $210,000 total aggregate. The maximum subsidy amount per applicant will be based on individual need and income qualifications as stated by a HUD certified homebuyer counselor. The funds will be disbursed at the close of escrow for each qualified applicant purchasing a lot as mortgages buy down for the permanent financing.

B. The Project will provide seven (7) single family homes (individually referred to as a "unit') for home ownership to very low- and low-income households as follows: two units with households who's income is at 50% or below the area median income; two units with households who's income is at 60% or below the area median income; two units with households who's income is at 70% of below the area median income; and one unit with a household who's income is at 80% or below the area median income (See Exhibit "G" attached hereto). The subsidy funds will be dispersed to the permanent financing entity through escrow as each unit sells. The Subrecipient will notify the City at least 2 weeks prior to close of escrow with the total required subsidy amount for each qualified applicant purchasing a unit. The maximum purchase price for a three-bedroom home shall be approximately $114,000 and the maximum purchase price for a four-bedroom home shall be $ 120,000.

C. The conveyance of each unit identified in Exhibit "A" shall be in accordance with the terms and conditions of the Agreement for the Purchase and Sale of Real Property and Escrow Instructions, the form of which is attached hereto as Exhibit "B", to be executed by the City, as Seller, and Subrecipient, as Buyer.

D. The construction of the units must begin within ninety (90) days from the date of the signed agreement and be completed within twelve (12) months after execution of this Agreement by all parties, unless otherwise specified, in writing by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director"). The Project will be constructed in two phases, the first phase will consist of constructing 4 homes and the second phase will consist of the remaining 3 homes.

E. All units shall have the following features, as specified in architectural renderings supplied to the Subrecipient by the City:

1) A detached two-car garage
2) Window coverings
3) Appliances, to include range, refrigerator, and dishwasher
4) Front yard desert landscaping with a bubbler watering system, and a turf area with a sprinkler system (applicant is required to submit plans)
5) Back yard will be provide with a stub for a sprinkler system
6) Chain link fencing enclosing back yard
7) Builder's warranty for a period of one (1) year from the date of occupancy
8) Additional warranty of five (5) years for the heating, ventilation, and air conditioning system
9) Minimum ten (10) year warranty for the roof

F. The Subrecipient agrees that construction of the Project will not begin until the Director or his/her designee has issued a "Notice To Proceed".

G. The Subrecipient's performance of obligations in this Agreement shall be secured by deed restrictions in the Short Form Deed of Trust, Exhibit "C", to be executed by Subrecipient which will permit the City to take possession of the Project if the conditions set forth in this Agreement are not met. The City will release and reconvey the applicable portion of the Property identified in the Deed of Trust, Exhibit "C" when the qualified homebuyer executes a Homebuyer Deed of Trust, the form of which is attached as Exhibit "F", in favor of the City.

H. Prior to release of Deed of Trust, Exhibit "C" and recordation of the Homebuyer Deed of Trust to be executed by the homebuyer applicant encumbering a unit, Exhibit "F", and as a condition thereof, the Subrecipient agrees to ensure that each original and subsequent homebuyer applicant completes a home buyer training and counseling course. Evidence of the completion of such training and counseling shall be maintained by the Subrecipient in the permanent record of each eligible applicant and supplied to the City of Las Vegas upon request.

In satisfaction of its obligation herein, the Subrecipient may provide such training and counseling or allow the homebuyer applicant to enroll in an existing program that addresses the concerns of home ownership, including but not limited to: Preparing for Home Ownership, Budgeting and Financing, Negotiating on a Home, Understanding the Costs of a First and Second Mortgage, Obtaining a Mortgage, Costs of Home Ownership, Closing on a Home, Responsibilities of Home Ownership and Home Maintenance.

I. Subrecipient agrees to use the Mortgage Buy Down Loan Agreement, Exhibit "D", Promissory Note Secured by Deed of Trust, Exhibit "E", and Homebuyer Deed of Trust, Exhibit "F", the forms of which are attached to this document and which Subrecipient shall cause to be executed by each individual home buyer.

J. Subrecipient agrees to abide by the following HUD HOME/LIHTF Property Eligibility Requirements, which includes, but not limited to:

1. The Property is purchased as the principal residence of the qualified homebuyer.
2. The Property is subject to recapture provisions established by the City of Las Vegas at the time of purchase.

K. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

L. Subrecipient agrees that all Project costs, unless and until otherwise specified in writing by the Director, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project.

M. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by Director, his/her designee and Developer in writing. Any such changes must not jeopardize HOME Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to construct new home ownership units for very-low- and low-income households as set forth in the HUD HOME Program Income Guidelines in Exhibit "G", attached hereto to this Agreement. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Subrecipient will provide the Director with client usage records for the assisted units on an annual basis during the period of this Agreement. These requirements apply to the original HOME purchaser as well as all subsequent HOME purchasers for the period of affordability. These records will contain, but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "G").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7 Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. If the provisions of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the $210,000 in HOME Program funds that Subrecipient received from the City hereunder.

E. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.

F. The City will execute and deliver any subordination agreements reasonably required by the escrow agent handling the closing or by the institution providing the financing for the home buyer to evidence the subordination of the "Short Form Deed of Trust" that will secure payment and performance of the Subrecipient's obligations to the City under this Agreement to the Deed of Trust that will secure payment and performance of the home buyer's obligations to the first mortgagee, so long as any such additional subordination agreements do not impose any payment or other unexpected obligation on the part of the City and are otherwise consistent with the provisions of this Agreement.

G. Subrecipient and/or the Contractor shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount until a unit is sold to the homebuyer. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the general liability insurance coverage is in effect within ten days after the execution of this agreement by all parties and evidence of Comprehensive Fire and Hazard Insurance within ten days after construction begins. Subrecipient will notify the City at least thirty- (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

H. Subrecipient shall ensure the Program recipients (i.e., the home buyer) of the funds will carry homeowner's insurance covering the full replacement costs of the unit during the Period of Affordability (as hereinafter defined).

I. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient, which relate to the Project. The representatives of the City may, on occasion, interview residents of the assisted units of the Project who volunteer to be interviewed.

J. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

L. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

M. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council) and the HOME Program funds allocated by it will be expended within twelve months after said date.

N. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

O. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

R. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

S. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

T. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

U. Subrecipient agrees that upon the sale of each HOME assisted unit to a HOME eligible purchaser, Subrecipient will cause to be recorded a Deed of Trust that restricts the subsequent resale of each assisted unit to an income eligible purchaser per HOME Program regulations for a period of up to 15 years depending on the amount of subsidy/down payment assistance on each individual unit from the initial sale of said unit. Upon the recordation of such Deed of Trust, the City shall reconvey its Deed of Trust described herein.

V. Subrecipient agrees that this agreement is in effect for a Period of Affordability for period up to 15 years depending on the amount of mortgage buy down assistance on each unit, commencing from the date of the escrow closing of the last original unsold unit to the homebuyer. Upon close of escrow, Economic Opportunity Board of Clark County will be required to monitor their homebuyer for 1 year, as with any homebuyer, for post mortgage counseling.

W. Subrecipient must obtain and maintain the following records for the period of affordability after the conclusion of the affordability period:

a. Project Set-up report;
b. Contract between buyer and seller;

c. Evidence the homeowner caries flood insurance on the property and the City of Las Vegas is shown as an rider as an additional insured on the policy;
d. Appraisal;
e. Final settlement sheet (HUD 1) from the title company;
f. Certification of Completion of Homebuyer Education Program;
g. Copy of Recorded Deed of Trust after recordation;
h. Copies of all checks given and received from the Title Company;
i. Funds applied Worksheet showing breakdown of HOME funds for normal down payment and acceptable closing costs;
j. Project Completion Report;
k. Verification of income and deposit;
l. Documentation that the applicant has met the asset test. Which states Eligible households may not have total assets exceeding $5,000 (excluding two vehicles, subject property, furniture and fixtures). Assets include but are not limited to checking accounts, saving accounts, money market accounts, bonds, stocks, mutual funds, pension funds, 401 (k)'s, IRA's boats & motor homes, etc.

X. Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Subrecipient warrants that it has disclosed, on the form attached as Attachment 1, all principals, including partners of Subrecipient, as well as all persons and entities holding more than a 1% interest in the Subrecipient or any principal of Subrecipient. Throughout the term hereof, the Subrecipient shall within ten (10) days notify the City, in writing, of any material change in the above disclosure.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act.

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations, which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

 a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

 b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

 c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or sub-recipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

A. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.

C. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

E. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

F. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

G. Subrecipient shall comply with the requirements of Executive Order 11625, which provides for the utilization of minority businesses in all federally assisted contracts.

H. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

I. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

J. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

K. The Subrecipient agrees to ensure that the homes purchased with the assistance of the City HOME funds will have all health and safety violations corrected prior to initial occupancy. Furthermore, all HOME-assisted units shall be in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements, within six (6) months from the date of closing.

L. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01.

M. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 15 years beginning after project completion if the City loan consists solely of HOME funds received directly from HUD, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

N. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of LIHTF funds and/or HOME funds received from the State of Nevada by the City invested in the Property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

P. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME and/or LIHTF funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved: ________

APPROVED AS TO FORM:

____
DATE

Economic Opportunity Board of Clark County

____
Marcia Rose Walker, Executive Director

ACCEPTANCE OF GRANT/LOAN AND AGREEMENT TO COMPLY WITH GRANT/LOAN CONDITIONS

I, Marcia Rose Walker, Executive Director, of the Economic Opportunity Board of Clark County, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that deferred loan contained in the Agreement To Fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III approved by the City Council of the City of Las Vegas, Nevada on ______________, a copy of which is attached hereto and incorporated herein.

Executed this ______ day of ___________________, 200_.

Economic Opportunity Board of Clark County

____
Marcia Rose Walker, Executive Director

State of Nevada)
County of Clark)

On this ________ day of ________________, 200_, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

__________________________ as _____________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public

EXHIBIT "E"
Form of
MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT

This MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT, ("AGREEMENT"), is made and entered into this ______ day of _______200_ by and between ____, herein called APPLICANT, and City of Las Vegas a municipal corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to Economic Opportunity Board of Clark County certain funds to be administered as deferred loans to HOME eligible homeowners; and

WHEREAS, the City of Las Vegas desires to make available home ownership opportunities to very low and low income families; and

WHEREAS, the Applicant has satisfied the criterion established by Economic Opportunity Board of Clark County and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been provided to the Applicant in as financial assistance for the purchase of the Applicant's permanent residence located at 807 Lawry Ave., Las Vegas, NV, Clark County, State of Nevada (herein called "Applicant's Residence") are HOME Funds made available through the HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement. The funds shall provide funding for a deferred loan to the Applicant in the principal amount of_____________________________________($__________) as evidenced by a Promissory Note of even date herewith in the principal amount of ____ ($__________) executed by Applicant in favor of ______________________________________("Promissory Note"), the form of which is attached as Exhibit "B". The legal description of Applicant's Residence is hereto attached as Exhibit "A".

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of 15 continuous years commencing on ______________________, 20___ and ending on ______________________, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to City of Las Vegas, if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated.

Upon verification by City of Las Vegas that the Applicant is in breach of any terms of this Agreement, City of Las Vegas at its discretion, shall notify the Applicant in writing of said breach and shall mail by certified mail a Notice of Breach to the Applicant and demand immediate repayment of the full amount of the deferred loan. The Applicant shall have a period of ten (10) days from the date the Notice of Breach to contact Economic Opportunity Board of Clark County of Clark County concerning their ability to resell the property or return the property to City of Las Vegas. In any event, the deferred loan must be repaid in full within one hundred twenty (120) days from the date of the Notice of Breach unless agreed otherwise by City of Las Vegas at its discretion.

However, not withstanding the above, the $________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of $________________________ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, State of Nevada listed as an additional insured on the policy and to provide the City of Las Vegas a Certificate of Insurance, which conforms to this provision. Applicant agrees to provide to City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DEED RESTRICTIONS

The Applicant further agrees and understands HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement requires that all units (including the Applicant's Residence) assisted with HOME Program funds remain affordable to very low- and low-income purchasers for the stated term of compliance. Applicant agrees to execute the Promissory Note and Deed of Trust of even date herewith in favor of City of Las Vegas, State of Nevada and to comply with and/or acknowledge the following deed restrictions:

(1) The term of compliance is 15 years.
(2) The property must be used as the Applicant's principal residence.
(3) No temporary subleases of Applicant's residence are allowed;
(4) Funds must be recaptured upon sale, transfer or change of ownership of Applicant's residence during term of compliance. In the event of foreclosure, all deed restrictions contained herein in this Article V and in the Deed of Trust will terminate.

The Deed of Trust shall be in the form attached hereto as Exhibit "C".

VI. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

________________________________ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. ____________________ acknowledges and agrees that this Agreement and all rights of City of Las Vegas hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust. The beneficiary 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 Purchaser under this Agreement. This Agreement will <u>not</u> 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.

FURTHER, if the Senior Lien Holder, as set forth in the First Deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the trustee.

...

VIII. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement except to another HOME eligible buyer who has been qualified as such by the ______________________________

IX. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Applicant warrants that Applicant has disclosed, on the form attached hereto as Exhibit "D", that Applicant is the only owner of Applicant's Residence and there are no other persons, partners, principals of entities, or entities holding more than a 1% interest in the Applicant's Residence. Throughout the term hereof, the Applicant shall within ten (10) days notify the City, in writing, of any material change.

DATED this ________day of _________________, 200_.

____
APPLICANT

____
APPLICANT

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved:___________

APPROVED AS TO FORM:

____
Date

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 19__.

____
NOTARY PUBLIC in and for said
County and State

EXHIBIT "A"

To

Mortgage Buydown Deferred Loan Agreement

LEGAL DESCRIPTION

PARCEL MAP FILE 98 PAGE 30 LOT 1
APN#: 139-21-601-005
ADDRESS: 807 LAWRY AVE.

EXHIBIT "B"

To

Mortgage Buydown Deferred Loan Agreement

PROMISSORY NOTE
SECURED BY DEED OF TRUST

LOAN NO. ____________________
AMOUNT: ____________________
PROPERTY ADDRESS: ____________________________________
____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the City of Las Vegas, at its office at 400 Stewart Ave., Las Vegas, Nevada 89101 the principal sum of ____________________________________ $__________ without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.

2. All or any part of the aforesaid property, or any interest therein, is sold or transferred except.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare an indebtedness at once due and payable, provided, however, not withstanding the above, the $_______________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City of Las Vegas in connection herewith.

No interest will be charged on this Note. Except as stated above, no regular monthly payments of principal will be due and payable during the terms of this Note. The entire amount of this Note will be forgiven upon maturity. The term of this Note will be for a period of (15) years, commencing on____________________________and ending on ________________________ ("Maturity"). Upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower shall be released and the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the Lender.

Property legally described as:

and more commonly known as (*insert street address of property*) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated by joint and several.

BORROWER DATE

BORROWER DATE

EXHIBIT "C"

To

Mortgage Buydown Deferred Loan Agreement

HOMEBUYER DEED OF TRUST

THIS DEED OF TRUST, made this _______day of __________, 2000, between (*insert name of borrower*), herein called TRUSTOR, whose address is (*insert address of property*), Las Vegas, Nevada (zip code); (address of property), Las Vegas, Nevada (zip code); the ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY, herein called TRUSTEE, whose principal office is located at 2228 Comstock Dr., North Las Vegas, NV 89030 and the City of Las Vegas, whose principal office is located at 400 Stewart Ave., Las Vegas, Nevada 89101, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

PARCEL MAP FILE 98 PAGE 30 LOT 1
APN#: 139-21-601-005

and commonly known as 807 LAWRY AVE.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the Mortgage Buydown Assistance Deferred Loan Agreement executed by TRUSTOR on the _____day of ______200_ ("Mortgage Buydown Deferred Loan Agreement") and incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated___________________________, 200_ ("Promissory Note"). In the principal sum of ______________________________________
_________________________ ($________________), executed by TRUSTOR in favor of TRUSTEE, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Mortgage Buydown Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform

said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

____ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY 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 Purchaser under this Security Instrument. This Security Instrument will not be subject to or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Senior Lien Holder, as set forth in the first deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the TRUSTEE.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 15 years;
2. The property shall be used as Applicant's principle residence;
3. No temporary subleases of the property are allowed;
4. Funds must be recaptured upon the sale, transfer or change of ownership of the property during term of compliance;
5. All deed restrictions contained herein are canceled in the event of foreclosure.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are adopted and made a part of this Deed of Trust except that the amounts agreed upon by the parties to this instrument with respect to Covenants Nos. 2, 4 and 7, incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 $________; Covenant No. 4 _____%; Covenant No. 7 ________%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:

____
Trustor:

____
Trustor:

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

...

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the erson(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

WHEN RECORDED, MAIL TO:
City of Las Vegas
Neighborhood Services Division
400 Stewart Avenue
Las Vegas, NV 89101

EXHIBIT "D"

To

Mortgage Buydown Deferred Loan Agreement

DISCLOSURE OF PRINCIPALS

The undersigned Applicant is the only owner of the Property located at ____________________ ______, Las Vegas Nevada ("Property"). Any persons, partners, entities or principals of entities holding more than a 1% interest in the Property care the following:

Full Name	Address	Phone

I/We certify under penalty of perjury that the foregoing list is full and complete.

____
APPLICANT

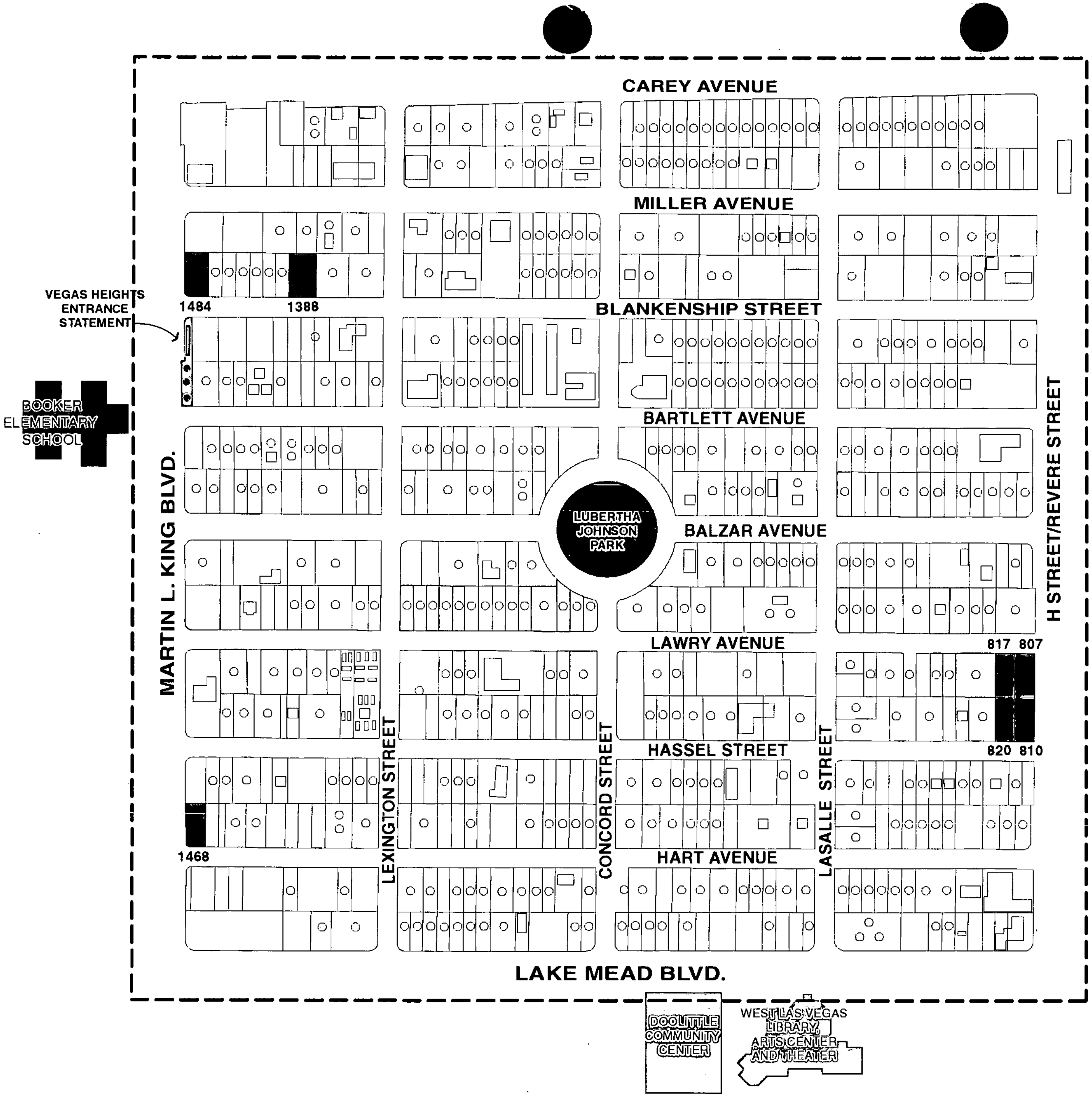
____
APPLICANT

State of Nevada)
County of Clark)

On this ________ day of ________________, 200_, before me, the undersigned, A Notary Public in and for said county and State, personally appeared

____________________________________ as __________________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public



VEGAS HEIGHTS SUBDIVISION PHASE 3

NEIGHBORHOOD REVITALIZATION PROJECT

SEVEN NEW LOTS FOR INFILL HOUSING

NEIGHBORHOOD DEVELOPMENT DIVISION
City of Las Vegas
NDD
NEIGHBORHOOD SERVICES DEPARTMENT

FR/Illus/CLVMaps/VegHtsSubDiv 7 New Lots.ai
7Feb2001

City of Las Vegas

Agenda Item No. 66

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM ☐ CONSENT ☒ DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action regarding an Agreement for the Purchase and Sale of 817 Lawry Avenue to Economic Opportunity Board of Clark County - Ward 5 (Weekly)

Fiscal Impact

X	No Impact	**Amount:**
	Budget Funds Available	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
	Augmentation Required	**Funding Source:** HOME

PURPOSE/BACKGROUND:
It is staff's recommendation to approve the Purchase and Sale of 817 Lawry Avenue to Economic Opportunity Board of Clark County (EOBCC) as the developer for the HOME Investment Partnerships (HOME) Program Agreement to fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III. By the City approving EOBCC as the developer, it will potentially alleviate a vacant parcel while providing revitalization of the area.

RECOMMENDATION:
The 3/19/2001 Real Estate Committee and City Manager recommend approval of the Agreement for the Purchase and Sale of Real Property, to authorize staff to execute all the additional documents necessary to close escrow and record title, and to authorize the Mayor to sign any and all necessary agreements.

BACKUP DOCUMENTATION:
1. Agreement for the Purchase and Sale of Real Property and Escrow Instructions
2. Project site map

MOTION:
MACK – APPROVED as recommended – UNANIMOUS with M. McDonald excused

MINUTES:
NOTE: All related discussion for Items 62, 63, 64, 65, 66, 67, and 68 took placed under Item 61 [Discussion and possible action regarding an Agreement with Economic Opportunity Board of Clark County as the developer for the Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III]

(10:57)2-747

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this 21st day of March, 2001, by and between the CITY OF LAS VEGAS, (herein the "Seller") and Economic Opportunity Board of Clark County, (herein the "Buyer") a non-profit corporation of the State of Nevada.

WITNESSETH:

WHEREAS, the Seller is the owner of the real property commonly referred to as 817 Lawry Ave., Las Vegas, County of Clark, Nevada, as depicted on Exhibit "A" attached hereto and incorporated herein as a part of this Agreement, which the Buyer desires to acquire pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller and Buyer hereby covenant and agree as follows:

ARTICLE I
REAL PROPERTY

Section 1.1. **AGREEMENT TO PURCHASE AND SELL.** The Seller agrees to sell and the Buyer agrees to purchase subject to the terms and conditions set forth herein that certain real property (herein the "Real Property") located in the County of Clark, State of Nevada, which is legally described in Exhibit "A" attached hereto and hereby made a part hereof.

ARTICLE II
PURCHASE PRICE AND PAYMENT

Section 2.1. **PURCHASE PRICE.** The purchase price (herein the "Purchase Price") for the Real Property is One Dollar ($1.00).

ARTICLE III
OPENING AND CLOSING OF ESCROW

Section 3.1. **OPENING OF ESCROW AND ESCROW INSTRUCTIONS.** (a) Upon execution of this Agreement by both parties, the parties hereto shall deposit one (1) executed counterpart of this Agreement with United Title, (herein the "Escrow Agent"). This instrument shall serve as the joint instructions to Escrow Agent for opening of an escrow to consummate the transaction contemplated herein. The parties agree to execute such additional escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Agent's instructions, the terms of this Agreement shall control. Escrow Agent shall be responsible only for undertaking such matters in connection with the Close of Escrow as are specifically provided for herein or in any additional escrow instructions executed by the parties.

Section 3.2. **CLOSING DATE.** The Close of Escrow shall occur twenty (20) days after receipt of this Agreement by the Escrow Agent, (herein, Closing Date).

Section 3.3. **CLOSING COSTS AND FEES.**

A) The Seller shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be paid by the seller.

C) Any outstanding amount due on any bonds, assessments or other similar charge imposed upon the Real Property by Clark County or any other governmental entity or special district shall be prorated as of the Closing Date based upon a thirty (30) day month.

D) Any unspecified cost shall be the responsibility of the Seller.

E) All Closing Costs shall be paid on the Closing Date.

Section 3.4. **CLOSING STATEMENTS.** Immediately after the Closing Date, the Escrow Agent shall deliver to the Seller at the address provided in Section 7.2 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 7.2 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

Section 3.5 **GRANT BARGAIN AND SALE DEED.** The Real Property will be conveyed pursuant to a Grant, Bargain and Sale Deed. The Seller will provide to the Escrow Agent the form for the Grant Bargain and Sale Deed, which is to be signed by both the Buyer and Seller and to be recorded at the Clark County Recorder's Office upon the Close of Escrow.

ARTICLE IV
TITLE TO THE REAL PROPERTIES

Section 4.1. **TITLE.** The Seller agrees to convey to the Buyer the Real Property and to execute the Deed subject to easements and other exceptions identified by Escrow Agent and set forth in Exhibit "C" hereto.

Section 4.2. **TITLE INSURANCE.** The Seller agrees that as a condition to closing, the Escrow Agent will issue its CLTA coverage owner's policy with such endorsements as requested by the Buyer insuring fee simple title in the name of the Buyer, subject only to the exceptions set forth in Exhibit "C" hereto.

ARTICLE V
CONDITIONS TO CLOSE OF ESCROW

Section 5.1. **DEPENDENT AGREEMENTS.** The Close of Escrow shall not occur unless the HOME Program Agreement between the Seller and Buyer, a copy of which is attached as Exhibit "D", and the Mortgage Buydown Deferred Loan Agreement between the Seller and Homebuyer Applicant, the form of which is attached as Exhibit "E" are both fully signed and executed.

Section 5.2. **APPROVAL OF TITLE.** Upon the execution of this Agreement and prior to the Closing Date, the Escrow Agent shall provide to the Buyer a preliminary title report, indicating that the Real Property is subject to those easements and exceptions set forth in Exhibit "C" hereto and that Escrow Agent is prepared to issue its CLTA title insurance policy subject only to such exceptions.

Seller agrees to convey title subject to the exceptions set forth in the preliminary title report without making any warranties concerning the accuracy or completeness thereof.

Seller agrees not to cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Real Property subsequent to the execution of this Agreement without the written approval of the Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.1. **REPRESENTATIONS AND WARRANTIES BY THE SELLER.** The Seller hereby represents and warrants to the Buyer the following:

A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in Exhibit "C" hereto, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.

B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.

D) As far as is known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Real Property or Seller, as relating to the Real Property.

Section 6.2. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

Section 6.3. **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1. **CONDITION PRECEDENT: APPROVAL OF CITY COUNCIL.** Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to purchase the Real Property

under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council, and signed by the Mayor of the City of Las Vegas.

Section 7.2. **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 address 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:

SELLER: City of Las Vegas
Public Works/Real Estate & Assets
ATTN: Manager
400 Stewart Avenue
Las Vegas, Nevada 89101

BUYER: Economic Opportunity Board of Clark County
2228 Comstock
North Las Vegas, NV 89030

COPY TO: City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

Section 7.3. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

Section 7.4. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

Section 7.5. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No official or employee of the Seller shall be personally liable to the Buyer for any default or breach by the Seller, for any amount, which may become due to the Buyer or for any obligation of the Seller under the terms of this Agreement.

Section 7.6. **BROKERS.** Buyer and Seller acknowledge that no broker's services were contracted, employed or solicited relating to this agreement.

Section 7.7. **MODIFICATIONS OR AMENDMENTS.** Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, the Real Estate & Assets Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors

Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Section 7.8. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

Section 7.9. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

Section 7.10. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, 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.

Section 7.11. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 2.1 is made to Seller.

Section 7.12. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

Section 7.13. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

CITY OF LAS VEGAS

By: ______________________
Oscar B. Goodman, Mayor

"SELLER"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

Approved as to Form:

______________________ 3/8/01
Date

Economic Opportunity Board of Clark County

____
Marcia Rose Walker, Executive Director

"BUYER"

DISCLOSURE OF PRINCIPALS

The principals and partners Economic Opportunity Board of Clark County and all persons and entities holding more than 1% interest in Economic Opportunity Board of Clark County or any principal of Economic Opportunity Board of Clark County are the following:

FULL NAME **BUSINESS ADDRESS** **BUSINESS PHONE**

List Board of Directors

1. See Attached
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Candace Marie Vitto
Appt. No. 97-1914-1
My Appt. Expires May 22, 2001

Economic Opportunity Board of Clark County

M R Walker

Marcia Rose Walker, Executive Director

Subscribed and sworn to before me this 12th day of March, 2001.

Candace Marie Vitto
Notary Public

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

BOARD MEMBER LISTING
2000 – 2001

PRIVATE

Verila Grice Hoggard (Vice Chair)	Director, Clark County Social Service
Vicente Herrera	Funeral Director, Bunkers Mortuaries
Hannah Brown	Tenant Relations Manager, McCarran Airport

Expiration: Terms expire when replaced by Agency they represent.

PUBLIC (Appointed by respective Governing Body)

Councilman Bill Smith	Boulder City Council
Commissioner Myrna Williams	Clark County Commission
Councilman Gary Reese	Las Vegas City Council
Senator Joe Neal (Chair)	Nevada State Legislature
Councilman William E. Robinson	North Las Vegas City Council

Expiration: Terms expire when replaced by County/City

POOR (Elected by low-income residents)

Henry Herbert	Clark County Geographic Area
Linda C. Howard	Clark County Geographic Area
Marion D. Bennett	Las Vegas Geographic Area
Gene Collins	Las Vegas Geographic Area
Claude E. Logan (Treasurer)	North Las Vegas Geographic Area

Expiration: Terms expire 12/31/02

LIST OF EXHIBITS

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL MAP FILE 98 PAGE 30 LOT 2
APN#: 139-21-601-006
ADDRESS: 817 LAWRY AVE

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"

LIST OF EASEMENTS AND EXCEPTIONS

EXHIBIT "D"

Form of Agreement for

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
VEGAS HEIGHTS SINGLE FAMILY HOME
MORTGAGE BUY DOWN ASSISTANCE
PROJECT PHASE III

THIS AGREEMENT, made and entered into this ___ day of _________, 200_ by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Ave., Las Vegas, Nevada 89101-2986 (hereinafter referred to as the "City"), and Economic Opportunity Board of Clark County, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 2228 Comstock Dr., North Las Vegas, NV 89030 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "the County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD;" and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, Subrecipient has requested the City's assistance to build affordable housing in the City of Las Vegas for purchase by HOME eligible persons and/or families; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program funds to assist with the Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III, which is more specifically described in the Proposal submitted by Subrecipient to the City (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas city Council hereby determines that the Program shall provide substantial benefit to the inhabitants of the City.

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:

I. Scope of Services

A. The City will convey title to seven (7) City owned lots through escrow to the Subrecipient to assist with the "Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III" subject to Subrecipient's compliance with the terms of this Agreement. The Project consists of the construction, marketing, monitoring and sale of seven (7) single family homes on the seven (7) lots conveyed to Subrecipient which are located at 1388 Blankenship Ave., 1484 Blankenship Ave., 1468 Hart Ave., 807 Lawry Ave., 817 Lawry Ave., 820 Hassel Ave., and 810 Hassel Ave. in the City, Clark County, Nevada, hereinafter collectively referred to as the "Property", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. The City of Las Vegas will provide HOME Investments Partnership Program (HOME) Mortgage Buydown funds; amount of subsidy to be determined by EOB, and potential cost over-runs for development, not to exceed $210,000 total aggregate. The maximum subsidy amount per applicant will be based on individual need and income qualifications as stated by a HUD certified homebuyer counselor. The funds will be disbursed at the close of escrow for each qualified applicant purchasing a lot as mortgages buy down for the permanent financing.

B. The Project will provide seven (7) single family homes (individually referred to as a "unit') for home ownership to very low- and low-income households as follows: two units with households who's income is at 50% or below the area median income; two units with households who's income is at 60% or below the area median income; two units with households who's income is at 70% of below the area median income; and one unit with a household who's income is at 80% or below the area median income (See Exhibit "G" attached hereto). The subsidy funds will be dispersed to the permanent financing entity through escrow as each unit sells. The Subrecipient will notify the City at least 2 weeks prior to close of escrow with the total required subsidy amount for each qualified applicant purchasing a unit. The maximum purchase price for a three-bedroom home shall be approximately $114,000 and the maximum purchase price for a four-bedroom home shall be $ 120,000.

C. The conveyance of each unit identified in Exhibit "A" shall be in accordance with the terms and conditions of the Agreement for the Purchase and Sale of Real Property and Escrow Instructions, the form of which is attached hereto as Exhibit "B", to be executed by the City, as Seller, and Subrecipient, as Buyer.

D. The construction of the units must begin within ninety (90) days from the date of the signed agreement and be completed within twelve (12) months after execution of this Agreement by all parties, unless otherwise specified, in writing by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director"). The Project will be constructed in two phases, the first phase will consist of constructing 4 homes and the second phase will consist of the remaining 3 homes.

E. All units shall have the following features, as specified in architectural renderings supplied to the Subrecipient by the City:

1) A detached two-car garage
2) Window coverings
3) Appliances, to include range, refrigerator, and dishwasher
4) Front yard desert landscaping with a bubbler watering system, and a turf area with a sprinkler system (applicant is required to submit plans)
5) Back yard will be provided with a stub for a sprinkler system
6) Chain link fencing enclosing back yard
7) Builder's warranty for a period of one (1) year from the date of occupancy
8) Additional warranty of five (5) years for the heating, ventilation, and air conditioning system
9) Minimum ten (10) year warranty for the roof

F. The Subrecipient agrees that construction of the Project will not begin until the Director or his/her designee has issued a "Notice To Proceed".

G. The Subrecipient's performance of obligations in this Agreement shall be secured by deed restrictions in the Short Form Deed of Trust, Exhibit "C", to be executed by Subrecipient which will permit the City to take possession of the Project if the conditions set forth in this Agreement are not met. The City will release and reconvey the applicable portion of the Property identified in the Deed of Trust, Exhibit "C" when the qualified homebuyer executes a Homebuyer Deed of Trust, the form of which is attached as Exhibit "F", in favor of the City.

H. Prior to release of Deed of Trust, Exhibit "C" and recordation of the Homebuyer Deed of Trust to be executed by the homebuyer applicant encumbering a unit, Exhibit "F", and as a condition thereof, the Subrecipient agrees to ensure that each original and subsequent homebuyer applicant completes a home buyer training and counseling course. Evidence of the completion of such training and counseling shall be maintained by the Subrecipient in the permanent record of each eligible applicant and supplied to the City of Las Vegas upon request.

In satisfaction of its obligation herein, the Subrecipient may provide such training and counseling or allow the homebuyer applicant to enroll in an existing program that addresses the concerns of home ownership, including but not limited to: Preparing for Home Ownership, Budgeting and Financing, Negotiating on a Home, Understanding the Costs of a First and Second Mortgage, Obtaining a Mortgage, Costs of Home Ownership, Closing on a Home, Responsibilities of Home Ownership and Home Maintenance.

I. Subrecipient agrees to use the Mortgage Buy Down Loan Agreement, Exhibit "D", Promissory Note Secured by Deed of Trust, Exhibit "E", and Homebuyer Deed of Trust, Exhibit "F", the forms of which are attached to this document and which Subrecipient shall cause to be executed by each individual home buyer.

J. Subrecipient agrees to abide by the following HUD HOME/LIHTF Property Eligibility Requirements, which includes, but not limited to:

1. The Property is purchased as the principal residence of the qualified homebuyer.
2. The Property is subject to recapture provisions established by the City of Las Vegas at the time of purchase.

K. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

L. Subrecipient agrees that all Project costs, unless and until otherwise specified in writing by the Director, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project.

M. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by Director, his/her designee and Developer in writing. Any such changes must not jeopardize HOME Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to construct new home ownership units for very-low- and low-income households as set forth in the HUD HOME Program Income Guidelines in Exhibit "G", attached hereto to this Agreement. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Subrecipient will provide the Director with client usage records for the assisted units on an annual basis during the period of this Agreement. These requirements apply to the original HOME purchaser as well as all subsequent HOME purchasers for the period of affordability. These records will contain, but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "G").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7. Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. If the provisions of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the $210,000 in HOME Program funds that Subrecipient received from the City hereunder.

E. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.

F. The City will execute and deliver any subordination agreements reasonably required by the escrow agent handling the closing or by the institution providing the financing for the home buyer to evidence the subordination of the "Short Form Deed of Trust" that will secure payment and performance of the Subrecipient's obligations to the City under this Agreement to the Deed of Trust that will secure payment and performance of the home buyer's obligations to the first mortgagee, so long as any such additional subordination agreements do not impose any payment or other unexpected obligation on the part of the City and are otherwise consistent with the provisions of this Agreement.

G. Subrecipient and/or the Contractor shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount until a unit is sold to the homebuyer. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the general liability insurance coverage is in effect within ten days after the execution of this agreement by all parties and evidence of Comprehensive Fire and Hazard Insurance within ten days after construction begins. Subrecipient will notify the City at least thirty- (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

H. Subrecipient shall ensure the Program recipients (i.e., the home buyer) of the funds will carry homeowner's insurance covering the full replacement costs of the unit during the Period of Affordability (as hereinafter defined).

I. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient, which relate to the Project. The representatives of the City may, on occasion, interview residents of the assisted units of the Project who volunteer to be interviewed.

J. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

L. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

M. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council) and the HOME Program funds allocated by it will be expended within twelve months after said date.

N. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

O. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

R. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

S. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

T. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

U. Subrecipient agrees that upon the sale of each HOME assisted unit to a HOME eligible purchaser, Subrecipient will cause to be recorded a Deed of Trust that restricts the subsequent resale of each assisted unit to an income eligible purchaser per HOME Program regulations for a period of up to 15 years depending on the amount of subsidy/down payment assistance on each individual unit from the initial sale of said unit. Upon the recordation of such Deed of Trust, the City shall reconvey its Deed of Trust described herein.

V. Subrecipient agrees that this agreement is in effect for a Period of Affordability for period up to 15 years depending on the amount of mortgage buy down assistance on each unit, commencing from the date of the escrow closing of the last original unsold unit to the homebuyer. Upon close of escrow, Economic Opportunity Board of Clark County will be required to monitor their homebuyer for 1 year, as with any homebuyer, for post mortgage counseling.

W. Subrecipient must obtain and maintain the following records for the period of affordability after the conclusion of the affordability period:

a. Project Set-up report;
b. Contract between buyer and seller;
c. Evidence the homeowner caries flood insurance on the property and the City of Las Vegas is shown as an rider as an additional insured on the policy;
d. Appraisal;
e. Final settlement sheet (HUD 1) from the title company;
f. Certification of Completion of Homebuyer Education Program;
g. Copy of Recorded Deed of Trust after recordation;
h. Copies of all checks given and received from the Title Company;
i. Funds applied Worksheet showing breakdown of HOME funds for normal down payment and acceptable closing costs;
j. Project Completion Report;
k. Verification of income and deposit;
l. Documentation that the applicant has met the asset test. Which states Eligible households may not have total assets exceeding $5,000 (excluding two vehicles, subject property, furniture and fixtures). Assets include but are not limited to checking accounts, saving accounts, money market accounts,, bonds, stocks, mutual funds, pension funds, 401 (k)'s, IRA's boats & motor homes, etc.

X. Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Subrecipient warrants that it has disclosed, on the form attached as Attachment 1, all principals, including partners of Subrecipient, as well as all persons and entities holding more than a 1% interest in the Subrecipient or any principal of Subrecipient. Throughout the term hereof, the Subrecipient shall within ten (10) days notify the City, in writing, of any material change in the above disclosure.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act.

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal

laws and regulations, which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or sub-recipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

A. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.

C. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

E. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

F. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

G. Subrecipient shall comply with the requirements of Executive Order 11625, which provides for the utilization of minority businesses in all federally assisted contracts.

H. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

I. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

J. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

K. The Subrecipient agrees to ensure that the homes purchased with the assistance of the City HOME funds will have all health and safety violations corrected prior to initial occupancy. Furthermore, all HOME-assisted units shall be in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements, within six (6) months from the date of closing.

L. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01.

M. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 15 years beginning after project completion if the City loan consists solely of HOME funds received directly from HUD, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

N. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of LIHTF funds and/or HOME funds received from the State of Nevada by the City invested in the Property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

P. <u>Disclosure of Principals</u>. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as

Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME and/or LIHTF funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved: _______

APPROVED AS TO FORM:

____
DATE

Economic Opportunity Board of Clark County

____
Marcia Rose Walker, Executive Director

ACCEPTANCE OF GRANT/LOAN AND AGREEMENT TO COMPLY WITH GRANT/LOAN CONDITIONS

I, Marcia Rose Walker, Executive Director, of the Economic Opportunity Board of Clark County, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that deferred loan contained in the Agreement To Fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III approved by the City Council of the City of Las Vegas, Nevada on _______________, a copy of which is attached hereto and incorporated herein.

Executed this ______ day of ____________________, 200_.

Economic Opportunity Board of Clark County

____

Marcia Rose Walker, Executive Director

State of Nevada)
County of Clark)

On this ________ day of ________________, 200_, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

___________________________ as _____________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

____

Notary Public

EXHIBIT "E"

Form of

MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT

This MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT, ("AGREEMENT"), is made and entered into this ______ day of _______200_ by and between ____, herein called APPLICANT, and ________________________________ a not-for-profit corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to Economic Opportunity Board of Clark County certain funds to be administered as deferred loans to HOME eligible homeowners; and

WHEREAS, the City of Las Vegas desires to make available home ownership opportunities to very low and low income families; and

WHEREAS, the Applicant has satisfied the criterion established by Economic Opportunity Board of Clark County and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been provided to the Applicant in as financial assistance for the purchase of the Applicant's permanent residence located at 817 Lawry Ave., Las Vegas, NV, Clark County, State of Nevada (herein called "Applicant's Residence") are HOME Funds made available through the HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement. The funds shall provide funding for a deferred loan to the Applicant in the principal amount of____________________________________($___________) as evidenced by a Promissory Note of even date herewith in the principal amount of ____________________________________ ($__________) executed by Applicant in favor of ______________________________________("Promissory Note"). The legal description of Applicant's Residence is hereto attached as Exhibit "A".

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of 15 continuous years commencing on ______________________, 20___ and ending on ______________________, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to City of Las Vegas, if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated.

Upon verification by Economic Opportunity Board of Clark County of Clark County that the Applicant is in breach of any terms of this Agreement, Economic Opportunity Board of Clark County of Clark County at its discretion, shall notify the Applicant in writing of said breach and shall mail by certified mail a Notice of Breach to the Applicant and demand immediate repayment of the full amount of the deferred loan. The Applicant shall have a period of ten (10) days from the date the Notice of Breach to contact Economic Opportunity Board of Clark County of Clark County concerning their ability to resell the property or return the property to City of Las Vegas. In any event, the deferred loan must be repaid in full within one hundred twenty (120) days from the date of the Notice of Breach unless agreed otherwise by City of Las Vegas at its discretion.

However, not withstanding the above, the $________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of $________________________ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, State of Nevada listed as an additional insured on the policy and to provide the City of Las Vegas a Certificate of Insurance, which conforms to this provision. Applicant agrees to provide to City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DEED RESTRICTIONS

The Applicant further agrees and understands HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement requires that units (including the Applicant's Residence) assisted with HOME Program funds remain affordable to very low- and low-income purchasers for the stated term of compliance. Applicant agrees to execute the Promissory Note and Deed of Trust of even date herewith in favor of City of Las Vegas, State of Nevada and to comply with and/or acknowledge the following deed restrictions:

(1) The term of compliance is 15 years.
(2) The property must be used as the Applicant's principal residence.
(3) No temporary subleases of Applicant's residence are allowed;
(4) Funds must be recaptured upon sale, transfer or change of ownership of Applicant's residence during term of compliance. In the event of foreclosure, all deed restrictions contained herein in this Article V and in the Deed of Trust will terminate.

The Deed of Trust shall be in the form attached hereto as Exhibit "C".

VI. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

________________________________ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. ____________________ acknowledges and agrees that this Agreement and all rights of City of Las Vegas hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust. The beneficiary 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 Purchaser under this Agreement. This Agreement will <u>not</u> 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.

FURTHER, if the Senior Lien Holder, as set forth in the First Deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the trustee.

VIII. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement except to another HOME eligible buyer who has been qualified as such by the ____

IX. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Applicant warrants that Applicant has disclosed, on the form attached hereto as Exhibit "D", that Applicant is the only owner of Applicant's Residence and there are no other persons, partners, principals of entities, or entities holding more than a 1% interest in the Applicant's Residence. Throughout the term hereof, the Applicant shall within ten (10) days notify the City, in writing, of any material change.

DATED this ________day of __________________, 200_.

____
APPLICANT

____
APPLICANT

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this ________day of _______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved:____________

APPROVED AS TO FORM:

____
Date

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this ________day of _______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 19__.

____
NOTARY PUBLIC in and for said
County and State

EXHIBIT "A"

To

Mortgage Buydown Deferred Loan Agreement

LEGAL DESCRIPTION

PARCEL MAP FILE 98 PAGE 30 LOT 2
APN#: 139-21-601-006
ADDRESS: 817 LAWRY AVE.

EXHIBIT "B"

To

Mortgage Buydown Deferred Loan Agreement

PROMISSORY NOTE
SECURED BY DEED OF TRUST

LOAN NO. ______________________
AMOUNT: ______________________
PROPERTY ADDRESS: ____
____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the City of Las Vegas, at its office at 400 Stewart Ave., Las Vegas, Nevada 89101 the principal sum of ____ $____________ without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.

2. All or any part of the aforesaid property, or any interest therein, is sold or transferred except.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare an indebtedness at once due and payable, provided, however, not withstanding the above, the $________________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City of Las Vegas in connection herewith.

No interest will be charged on this Note. Except as stated above, no regular monthly payments of principal will be due and payable during the terms of this Note. The entire amount of this Note will be forgiven upon maturity. The term of this Note will be for a period of (15) years, commencing on______________________________and ending on ___________________________ ("Maturity"). Upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower shall be released and the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the Lender.

Property legally described as:

and more commonly known as (*insert street address of property*) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated by joint and several.

BORROWER DATE

BORROWER DATE

EXHIBIT "B"

To

Mortgage Buydown Deferred Loan Agreement

HOMEBUYER DEED OF TRUST

THIS DEED OF TRUST, made this _______day of __________, 2000, between (*insert name of borrower*), herein called TRUSTOR, whose address is (*insert address of property*), Las Vegas, Nevada (zip code); (address of property), Las Vegas, Nevada (zip code); the ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY, herein called TRUSTEE, whose principal office is located at 2228 Comstock Dr., North Las Vegas, NV 89030 and the City of Las Vegas, whose principal office is located at 400 Stewart Ave., Las Vegas, Nevada 89101, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

PARCEL MAP FILE 98 PAGE 30 LOT 2
APN#: 139-21-601-006

and commonly known as : 817 LAWRY AVE.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the Mortgage Buydown Assistance Deferred Loan Agreement executed by TRUSTOR on the _____day of _______200_ ("Mortgage Buydown Deferred Loan Agreement") and incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated____________________________, 200_ ("Promissory Note"). In the principal sum of ______________________________________
__________________________ ($________________), executed by TRUSTOR in favor of TRUSTEE, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Mortgage Buydown Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform

said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

____ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY 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 Purchaser under this Security Instrument. This Security Instrument will not be subject to or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Senior Lien Holder, as set forth in the first deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the TRUSTEE.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 15 years;
2. The property shall be used as Applicant's principle residence;
3. No temporary subleases of the property are allowed;
4. Funds must be recaptured upon the sale, transfer or change of ownership of the property during term of compliance;
5. All deed restrictions contained herein are canceled in the event of foreclosure.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are adopted and made a part of this Deed of Trust except that the amounts agreed upon by the parties to this instrument with respect to Covenants Nos. 2, 4 and 7, incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 $________; Covenant No. 4 _____%; Covenant No. 7 ________%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:

____
Trustor:

____
Trustor:

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this ________day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

...

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this ________day of ______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

WHEN RECORDED, MAIL TO:
City of Las Vegas
Neighborhood Services Division
400 Stewart Avenue
Las Vegas, NV 89101

EXHIBIT "D"

To

Mortgage Buydown Deferred Loan Agreement

DISCLOSURE OF PRINCIPALS

The undersigned Applicant is the only owner of the Property located at ____________________ ______, Las Vegas Nevada ("Property"). Any persons, partners, entities or principals of entities holding more than a 1% interest in the Property care the following:

Full Name	Address	Phone

I/We certify under penalty of perjury that the foregoing list is full and complete.

____
APPLICANT

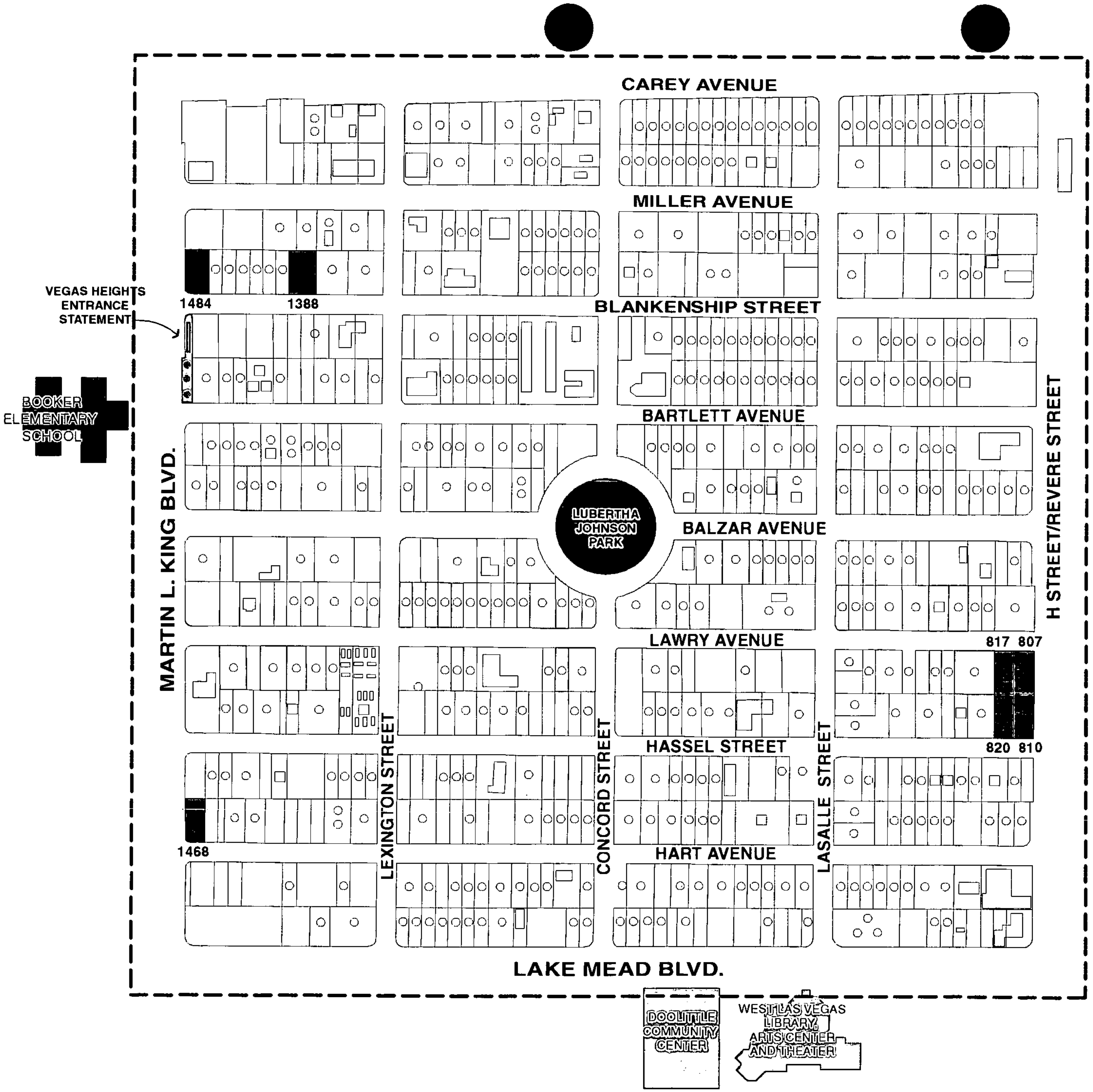
____
APPLICANT

State of Nevada)
County of Clark)

On this _________ day of _________________, 200_, before me, the undersigned, A Notary Public in and for said county and State, personally appeared

_________________________________ as ___________________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public



VEGAS HEIGHTS SUBDIVISION PHASE 3

NEIGHBORHOOD REVITALIZATION PROJECT

SEVEN NEW LOTS FOR INFILL HOUSING

NEIGHBORHOOD DEVELOPMENT DIVISION
City of Las Vegas
NDD
NEIGHBORHOOD SERVICES DEPARTMENT

FR/Illus/CLVMaps/VegHtsSubDiv 7 New Lots.ai
7Feb2001

City of Las Vegas

Agenda Item No. 67

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM [ ] CONSENT [X] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action regarding an Agreement for the Purchase and Sale of 820 Hassel Avenue to Economic Opportunity Board of Clark County - Ward 5 (Weekly)

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	Neigh. Svcs./Neigh. Devel.
[ ] Augmentation Required	**Funding Source:**	HOME

PURPOSE/BACKGROUND:
It is staff's recommendation to approve the Purchase and Sale of 820 Hassel Avenue to Economic Opportunity Board of Clark County (EOBCC) as the developer for the HOME Investment Partnerships (HOME) Program Agreement to fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III. By the City approving EOBCC as the developer, it will potentially alleviate a vacant parcel while providing revitalization of the area.

RECOMMENDATION:
The 3/19/2001 Real Estate Committee and City Manager recommend approval of the Agreement for the Purchase and Sale of Real Property, to authorize staff to execute all the additional documents necessary to close escrow and record title, and to authorize the Mayor to sign any and all necessary agreements.

BACKUP DOCUMENTATION:
1. Agreement for the Purchase and Sale of Real Property and Escrow Instructions
2. Project site map

MOTION:
MACK – APPROVED as recommended – UNANIMOUS with M. McDonald excused

MINUTES:
NOTE: All related discussion for Items 62, 63, 64, 65, 66, 67, and 68 took placed under Item 61 [Discussion and possible action regarding an Agreement with Economic Opportunity Board of Clark County as the developer for the Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III]

(10:57)**2-754**

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this 21st day of March, 2001, by and between the CITY OF LAS VEGAS, (herein the "Seller") and Economic Opportunity Board of Clark County, (herein the "Buyer") a non-profit corporation of the State of Nevada.

WITNESSETH:

WHEREAS, the Seller is the owner of the real property commonly referred to as 820 Hassel Ave., Las Vegas, County of Clark, Nevada, as depicted on Exhibit "A" attached hereto and incorporated herein as a part of this Agreement, which the Buyer desires to acquire pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller and Buyer hereby covenant and agree as follows:

ARTICLE I
REAL PROPERTY

Section 1.1. **AGREEMENT TO PURCHASE AND SELL.** The Seller agrees to sell and the Buyer agrees to purchase subject to the terms and conditions set forth herein that certain real property (herein the "Real Property") located in the County of Clark, State of Nevada, which is legally described in Exhibit "A" attached hereto and hereby made a part hereof.

ARTICLE II
PURCHASE PRICE AND PAYMENT

Section 2.1. **PURCHASE PRICE.** The purchase price (herein the "Purchase Price") for the Real Property is One Dollar ($1.00).

ARTICLE III
OPENING AND CLOSING OF ESCROW

Section 3.1. **OPENING OF ESCROW AND ESCROW INSTRUCTIONS.** (a) Upon execution of this Agreement by both parties, the parties hereto shall deposit one (1) executed counterpart of this Agreement with United Title, (herein the "Escrow Agent"). This instrument shall serve as the joint instructions to Escrow Agent for opening of an escrow to consummate the transaction contemplated herein. The parties agree to execute such additional escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Agent's instructions, the terms of this Agreement shall control. Escrow Agent shall be responsible only for undertaking such matters in connection with the Close of Escrow as are specifically provided for herein or in any additional escrow instructions executed by the parties.

Section 3.2. **CLOSING DATE.** The Close of Escrow shall occur twenty (20) days after receipt of this Agreement by the Escrow Agent, (herein, Closing Date).

Section 3.3. **CLOSING COSTS AND FEES.**

A) The Seller shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be paid by the seller.

C) Any outstanding amount due on any bonds, assessments or other similar charge imposed upon the Real Property by Clark County or any other governmental entity or special district shall be prorated as of the Closing Date based upon a thirty (30) day month.

D) Any unspecified cost shall be the responsibility of the Seller.

E) All Closing Costs shall be paid on the Closing Date.

Section 3.4. **CLOSING STATEMENTS.** Immediately after the Closing Date, the Escrow Agent shall deliver to the Seller at the address provided in Section 7.2 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 7.2 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

Section 3.5 **GRANT BARGAIN AND SALE DEED.** The Real Property will be conveyed pursuant to a Grant, Bargain and Sale Deed. The Seller will provide to the Escrow Agent the form for the Grant Bargain and Sale Deed, which is to be signed by both the Buyer and Seller and to be recorded at the Clark County Recorder's Office upon the Close of Escrow.

ARTICLE IV
TITLE TO THE REAL PROPERTIES

Section 4.1. **TITLE.** The Seller agrees to convey to the Buyer the Real Property and to execute the Deed subject to easements and other exceptions identified by Escrow Agent and set forth in Exhibit "C" hereto.

Section 4.2. **TITLE INSURANCE.** The Seller agrees that as a condition to closing, the Escrow Agent will issue its CLTA coverage owner's policy with such endorsements as requested by the Buyer insuring fee simple title in the name of the Buyer, subject only to the exceptions set forth in Exhibit "C" hereto.

ARTICLE V
CONDITIONS TO CLOSE OF ESCROW

Section 5.1. **DEPENDENT AGREEMENTS.** The Close of Escrow shall not occur unless the HOME Program Agreement between the Seller and Buyer, a copy of which is attached as Exhibit "D", and the Mortgage Buydown Deferred Loan Agreement between the Seller and Homebuyer Applicant, the form of which is attached as Exhibit "E" are both fully signed and executed.

Section 5.2. **APPROVAL OF TITLE.** Upon the execution of this Agreement and prior to the Closing Date, the Escrow Agent shall provide to the Buyer a preliminary title report, indicating that the Real Property is subject to those easements and exceptions set forth in Exhibit "C" hereto and that Escrow Agent is prepared to issue its CLTA title insurance policy subject only to such exceptions.

Seller agrees to convey title subject to the exceptions set forth in the preliminary title report without making any warranties concerning the accuracy or completeness thereof.

Seller agrees not to cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Real Property subsequent to the execution of this Agreement without the written approval of the Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.1. **REPRESENTATIONS AND WARRANTIES BY THE SELLER.** The Seller hereby represents and warrants to the Buyer the following:

A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in Exhibit "C" hereto, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.

B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.

D) As far as is known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Real Property or Seller, as relating to the Real Property.

Section 6.2. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

Section 6.3. **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1. **CONDITION PRECEDENT: APPROVAL OF CITY COUNCIL.** Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to purchase the Real Property

under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council, and signed by the Mayor of the City of Las Vegas.

Section 7.2. **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 address 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:

SELLER:	City of Las Vegas Public Works/Real Estate & Assets ATTN: Manager 400 Stewart Avenue Las Vegas, Nevada 89101
BUYER:	Economic Opportunity Board of Clark County 2228 Comstock North Las Vegas, NV 89030
COPY TO:	City of Las Vegas Neighborhood Services Department 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101

Section 7.3. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

Section 7.4. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

Section 7.5. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No official or employee of the Seller shall be personally liable to the Buyer for any default or breach by the Seller, for any amount, which may become due to the Buyer or for any obligation of the Seller under the terms of this Agreement.

Section 7.6. **BROKERS.** Buyer and Seller acknowledge that no broker's services were contracted, employed or solicited relating to this agreement.

Section 7.7. **MODIFICATIONS OR AMENDMENTS.** Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, the Real Estate & Assets Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors

Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Section 7.8. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

Section 7.9. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

Section 7.10. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, 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.

Section 7.11. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 2.1 is made to Seller.

Section 7.12. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

Section 7.13. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

CITY OF LAS VEGAS

By: [signature]
OSCAR B. GOODMAN, Mayor

"SELLER"

ATTEST:

[signature]
BARBARA JO RONEMUS, City Clerk

Approved as to Form:
D. Ponticello 3/8/01
Date

Economic Opportunity Board of Clark County

[signature]
Marcia Rose Walker, Executive Director

"BUYER"

DISCLOSURE OF PRINCIPALS

The principals and partners Economic Opportunity Board of Clark County and all persons and entities holding more than 1% interest in Economic Opportunity Board of Clark County or any principal of Economic Opportunity Board of Clark County are the following:

FULL NAME	BUSINESS ADDRESS List Board of Directors	BUSINESS PHONE
1.	See Attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Candace Marie Vitto
Appt. No. 97-1914-1
My Appt. Expires May 22, 2001

Economic Opportunity Board of Clark County

MCWalker

Marcia Rose Walker, Executive Director

Subscribed and sworn to before me this 12th day of March, 2001

Candace Marie Vitto
Notary Public

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

BOARD MEMBER LISTING
2000 – 2001

PRIVATE

Verila Grice Hoggard (Vice Chair)	Director, Clark County Social Service
Vicente Herrera	Funeral Director, Bunkers Mortuaries
Hannah Brown	Tenant Relations Manager, McCarran Airport

Expiration: Terms expire when replaced by Agency they represent.

PUBLIC (Appointed by respective Governing Body)

Councilman Bill Smith	Boulder City Council
Commissioner Myrna Williams	Clark County Commission
Councilman Gary Reese	Las Vegas City Council
Senator Joe Neal (Chair)	Nevada State Legislature
Councilman William E. Robinson	North Las Vegas City Council

Expiration: Terms expire when replaced by County/City

POOR (Elected by low-income residents)

Henry Herbert	Clark County Geographic Area
Linda C. Howard	Clark County Geographic Area
Marion D. Bennett	Las Vegas Geographic Area
Gene Collins	Las Vegas Geographic Area
Claude E. Logan (Treasurer)	North Las Vegas Geographic Area

Expiration: Terms expire 12/31/02

LIST OF EXHIBITS

EXHIBIT A:	LEGAL DESCRIPTION
EXHIBIT B:	INTENTIONALLY OMITTED
EXHIBIT C:	LIST OF EASEMENTS AND EXCEPTIONS
EXHIBIT D:	HOME PROGRAM AGREEMENT BETWEEN SELLER AND BUYER
EXHIBIT E:	MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION

That parcel of land situate in the County of Clark, State or Nevada described as follows:

PARCEL MAP FILE 98 PAGE 30 LOT 3
APN#: 139-21-601-007
ADDRESS: 820 HASSEL AVE.

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"

LIST OF EASEMENTS AND EXCEPTIONS

EXHIBIT "D"
Form of Agreement for
HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
VEGAS HEIGHTS SINGLE FAMILY HOME
MORTGAGE BUY DOWN ASSISTANCE
PROJECT PHASE III

THIS AGREEMENT, made and entered into this ___ day of _________, 200_ by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Ave., Las Vegas, Nevada 89101-2986 (hereinafter referred to as the "City"), and Economic Opportunity Board of Clark County, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 2228 Comstock Dr., North Las Vegas, NV 89030 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "the County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD;" and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, Subrecipient has requested the City's assistance to build affordable housing in the City of Las Vegas for purchase by HOME eligible persons and/or families; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program funds to assist with the Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III, which is more specifically described in the Proposal submitted by Subrecipient to the City (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas city Council hereby determines that the Program shall provide substantial benefit to the inhabitants of the City.

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:

I. Scope of Services

A. The City will convey title to seven (7) City owned lots through escrow to the Subrecipient to assist with the "Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III" subject to Subrecipient's compliance with the terms of this Agreement. The Project consists of the construction, marketing, monitoring and sale of seven (7) single family homes on the seven (7) lots conveyed to Subrecipient which are located at 1388 Blankenship Ave., 1484 Blankenship Ave., 1468 Hart Ave., 807 Lawry Ave., 817 Lawry Ave., 820 Hassel Ave., and 810 Hassel Ave. in the City, Clark County, Nevada, hereinafter collectively referred to as the "Property", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. The City of Las Vegas will provide HOME Investments Partnership Program (HOME) Mortgage Buydown funds; amount of subsidy to be determined by EOB, and potential cost over-runs for development, not to exceed $210,000 total aggregate. The maximum subsidy amount per applicant will be based on individual need and income qualifications as stated by a HUD certified homebuyer counselor. The funds will be disbursed at the close of escrow for each qualified applicant purchasing a lot as mortgages buy down for the permanent financing.

B. The Project will provide seven (7) single family homes (individually referred to as a "unit') for home ownership to very low- and low-income households as follows: two units with households who's income is at 50% or below the area median income; two units with households who's income is at 60% or below the area median income; two units with households who's income is at 70% of below the area median income; and one unit with a household who's income is at 80% or below the area median income (See Exhibit "G" attached hereto). The subsidy funds will be dispersed to the permanent financing entity through escrow as each unit sells. The Subrecipient will notify the City at least 2 weeks prior to close of escrow with the total required subsidy amount for each qualified applicant purchasing a unit. The maximum purchase price for a three-bedroom home shall be approximately $114,000 and the maximum purchase price for a four-bedroom home shall be $ 120,000.

C. The conveyance of each unit identified in Exhibit "A" shall be in accordance with the terms and conditions of the Agreement for the Purchase and Sale of Real Property and Escrow Instructions, the form of which is attached hereto as Exhibit "B", to be executed by the City, as Seller, and Subrecipient, as Buyer.

D. The construction of the units must begin within ninety (90) days from the date of the signed agreement and be completed within twelve (12) months after execution of this Agreement by all parties, unless otherwise specified, in writing by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director"). The Project will be constructed in two phases, the first phase will consist of constructing 4 homes and the second phase will consist of the remaining 3 homes.

E. All units shall have the following features, as specified in architectural renderings supplied to the Subrecipient by the City:

1) A detached two-car garage
2) Window coverings
3) Appliances, to include range, refrigerator, and dishwasher
4) Front yard desert landscaping with a bubbler watering system, and a turf area with a sprinkler system (applicant is required to submit plans)
5) Back yard will be provided with a stub for a sprinkler system
6) Chain link fencing enclosing back yard
7) Builder's warranty for a period of one (1) year from the date of occupancy
8) Additional warranty of five (5) years for the heating, ventilation, and air conditioning system
9) Minimum ten (10) year warranty for the roof

F. The Subrecipient agrees that construction of the Project will not begin until the Director or his/her designee has issued a "Notice To Proceed".

G. The Subrecipient's performance of obligations in this Agreement shall be secured by deed restrictions in the Short Form Deed of Trust, Exhibit "C", to be executed by Subrecipient which will permit the City to take possession of the Project if the conditions set forth in this Agreement are not met. The City will release and reconvey the applicable portion of the Property identified in the Deed of Trust, Exhibit "C" when the qualified homebuyer executes a Homebuyer Deed of Trust, the form of which is attached as Exhibit "F", in favor of the City.

H. Prior to release of Deed of Trust, Exhibit "C" and recordation of the Homebuyer Deed of Trust to be executed by the homebuyer applicant encumbering a unit, Exhibit "F", and as a condition thereof, the Subrecipient agrees to ensure that each original and subsequent homebuyer applicant completes a home buyer training and counseling course. Evidence of the completion of such training and counseling shall be maintained by the Subrecipient in the permanent record of each eligible applicant and supplied to the City of Las Vegas upon request.

In satisfaction of its obligation herein, the Subrecipient may provide such training and counseling or allow the homebuyer applicant to enroll in an existing program that addresses the concerns of home ownership, including but not limited to: Preparing for Home Ownership, Budgeting and Financing, Negotiating on a Home, Understanding the Costs of a First and Second Mortgage, Obtaining a Mortgage, Costs of Home Ownership, Closing on a Home, Responsibilities of Home Ownership and Home Maintenance.

I. Subrecipient agrees to use the Mortgage Buy Down Loan Agreement, Exhibit "D", Promissory Note Secured by Deed of Trust, Exhibit "E", and Homebuyer Deed of Trust, Exhibit "F", the forms of which are attached to this document and which Subrecipient shall cause to be executed by each individual home buyer.

J. Subrecipient agrees to abide by the following HUD HOME/LIHTF Property Eligibility Requirements, which includes, but not limited to:

1. The Property is purchased as the principal residence of the qualified homebuyer.
2. The Property is subject to recapture provisions established by the City of Las Vegas at the time of purchase.

K. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

L. Subrecipient agrees that all Project costs, unless and until otherwise specified in writing by the Director, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project.

M. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by Director, his/her designee and Developer in writing. Any such changes must not jeopardize HOME Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to construct new home ownership units for very-low- and low-income households as set forth in the HUD HOME Program Income Guidelines in Exhibit "G", attached hereto to this Agreement. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Subrecipient will provide the Director with client usage records for the assisted units on an annual basis during the period of this Agreement. These requirements apply to the original HOME purchaser as well as all subsequent HOME purchasers for the period of affordability. These records will contain, but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "G").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7 Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. If the provisions of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the $210,000 in HOME Program funds that Subrecipient received from the City hereunder.

E. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.

F. The City will execute and deliver any subordination agreements reasonably required by the escrow agent handling the closing or by the institution providing the financing for the home buyer to evidence the subordination of the "Short Form Deed of Trust" that will secure payment and performance of the Subrecipient's obligations to the City under this Agreement to the Deed of Trust that will secure payment and performance of the home buyer's obligations to the first mortgagee, so long as any such additional subordination agreements do not impose any payment or other unexpected obligation on the part of the City and are otherwise consistent with the provisions of this Agreement.

G. Subrecipient and/or the Contractor shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount until a unit is sold to the homebuyer. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the general liability insurance coverage is in effect within ten days after the execution of this agreement by all parties and evidence of Comprehensive Fire and Hazard Insurance within ten days after construction begins. Subrecipient will notify the City at least thirty- (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

H. Subrecipient shall ensure the Program recipients (i.e., the home buyer) of the funds will carry homeowner's insurance covering the full replacement costs of the unit during the Period of Affordability (as hereinafter defined).

I. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient, which relate to the Project. The representatives of the City may, on occasion, interview residents of the assisted units of the Project who volunteer to be interviewed.

J. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

L. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

M. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council) and the HOME Program funds allocated by it will be expended within twelve months after said date.

N. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

O. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

R. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

S. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

T. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

U. Subrecipient agrees that upon the sale of each HOME assisted unit to a HOME eligible purchaser, Subrecipient will cause to be recorded a Deed of Trust that restricts the subsequent resale of each assisted unit to an income eligible purchaser per HOME Program regulations for a period of up to 15 years depending on the amount of subsidy/down payment assistance on each individual unit from the initial sale of said unit. Upon the recordation of such Deed of Trust, the City shall reconvey its Deed of Trust described herein.

V. Subrecipient agrees that this agreement is in effect for a Period of Affordability for period up to 15 years depending on the amount of mortgage buy down assistance on each unit, commencing from the date of the escrow closing of the last original unsold unit to the homebuyer. Upon close of escrow, Economic Opportunity Board of Clark County will be required to monitor their homebuyer for 1 year, as with any homebuyer, for post mortgage counseling.

W. Subrecipient must obtain and maintain the following records for the period of affordability after the conclusion of the affordability period:

a. Project Set-up report;
b. Contract between buyer and seller;
c. Evidence the homeowner caries flood insurance on the property and the City of Las Vegas is shown as an rider as an additional insured on the policy;
d. Appraisal;
e. Final settlement sheet (HUD 1) from the title company;
f. Certification of Completion of Homebuyer Education Program;
g. Copy of Recorded Deed of Trust after recordation;
h. Copies of all checks given and received from the Title Company;
i. Funds applied Worksheet showing breakdown of HOME funds for normal down payment and acceptable closing costs;

j. Project Completion Report;

k. Verification of income and deposit;

l. Documentation that the applicant has met the asset test. Which states Eligible households may not have total assets exceeding $5,000 (excluding two vehicles, subject property, furniture and fixtures). Assets include but are not limited to checking accounts, saving accounts, money market accounts, bonds, stocks, mutual funds, pension funds, 401 (k)'s, IRA's boats & motor homes, etc.

X. Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Subrecipient warrants that it has disclosed, on the form attached as Attachment 1, all principals, including partners of Subrecipient, as well as all persons and entities holding more than a 1% interest in the Subrecipient or any principal of Subrecipient. Throughout the term hereof, the Subrecipient shall within ten (10) days notify the City, in writing, of any material change in the above disclosure.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act.

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations, which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or sub-recipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

A. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.

C. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

E. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

F. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

G. Subrecipient shall comply with the requirements of Executive Order 11625, which provides for the utilization of minority businesses in all federally assisted contracts.

H. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

I. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

J. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

K. The Subrecipient agrees to ensure that the homes purchased with the assistance of the City HOME funds will have all health and safety violations corrected prior to initial occupancy. Furthermore, all HOME-assisted units shall be in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements, within six (6) months from the date of closing.

L. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01.

M. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 15 years beginning after project completion if the City loan consists solely of HOME funds received directly from HUD, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

N. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of LIHTF funds and/or HOME funds received from the State of Nevada by the City invested in the Property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

P. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME and/or LIHTF funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved: ________

APPROVED AS TO FORM:

____
DATE

Economic Opportunity Board of Clark County

____
Marcia Rose Walker, Executive Director

ACCEPTANCE OF GRANT/LOAN AND AGREEMENT TO COMPLY WITH GRANT/LOAN CONDITIONS

I, Marcia Rose Walker, Executive Director, of the Economic Opportunity Board of Clark County, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that deferred loan contained in the Agreement To Fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III approved by the City Council of the City of Las Vegas, Nevada on _______________, a copy of which is attached hereto and incorporated herein.

Executed this ______ day of ____________________, 200_.

Economic Opportunity Board of Clark County

____

Marcia Rose Walker, Executive Director

State of Nevada)
County of Clark)

On this ________ day of ________________, 200_, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

____________________________ as ____________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

____

Notary Public

EXHIBIT "E"

Form of

MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT

This MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT, ("AGREEMENT"), is made and entered into this ______ day of _______200_ by and between ____, herein called APPLICANT, and City of Las Vegas a municipal corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to Economic Opportunity Board of Clark County certain funds to be administered as deferred loans to HOME eligible homeowners; and

WHEREAS, the City of Las Vegas desires to make available home ownership opportunities to very low and low income families; and

WHEREAS, the Applicant has satisfied the criterion established by Economic Opportunity Board of Clark County and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been provided to the Applicant in as financial assistance for the purchase of the Applicant's permanent residence located at 820 Hassel Ave., Las Vegas, NV, Clark County, State of Nevada (herein called "Applicant's Residence") are HOME Funds made available through the HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement. The funds shall provide funding for a deferred loan to the Applicant in the principal amount of____($___________) as evidenced by a Promissory Note of even date herewith in the principal amount of ____ ($___________) executed by Applicant in favor of ____("Promissory Note"), the form of which is attached as Exhibit "B". The legal description of Applicant's Residence is hereto attached as Exhibit "A".

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of 15 continuous years commencing on ________________________, 20___ and ending on ________________________, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to City of Las Vegas, if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated.

Upon verification by City of Las Vegas that the Applicant is in breach of any terms of this Agreement, City of Las Vegas at its discretion, shall notify the Applicant in writing of said breach and shall mail by certified mail a Notice of Breach to the Applicant and demand immediate repayment of the full amount of the deferred loan. The Applicant shall have a period of ten (10) days from the date the Notice of Breach to contact Economic Opportunity Board of Clark County of Clark County concerning their ability to resell the property or return the property to City of Las Vegas. In any event, the deferred loan must be repaid in full within one hundred twenty (120) days from the date of the Notice of Breach unless agreed otherwise by City of Las Vegas at its discretion.

However, not withstanding the above, the $________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of $________________________ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, State of Nevada listed as an additional insured on the policy and to provide the City of Las Vegas a Certificate of Insurance, which conforms to this provision. Applicant agrees to provide to City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DEED RESTRICTIONS

The Applicant further agrees and understands HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement requires that units (including the Applicant's Residence) assisted with HOME Program funds remain affordable to very low- and low-income purchasers for the stated term of compliance. Applicant agrees to execute the Promissory Note and Deed of Trust of even date herewith in favor of City of Las Vegas, State of Nevada and to comply with and/or acknowledge the following deed restrictions:

(1) The term of compliance is 15 years.
(2) The property must be used as the Applicant's principal residence.
(3) No temporary subleases of Applicant's residence are allowed;
(4) Funds must be recaptured upon sale, transfer or change of ownership of Applicant's residence during term of compliance. In the event of foreclosure, all deed restrictions contained herein in this Article V and in the Deed of Trust will terminate.

The Deed of Trust shall be in the form attached hereto as Exhibit "C".

VI. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

________________________________ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. ____________________ acknowledges and agrees that this Agreement and all rights of City of Las Vegas hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust. The beneficiary 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 Purchaser under this Agreement. This Agreement 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.

FURTHER, if the Senior Lien Holder, as set forth in the First Deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the trustee.

VIII. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement except to another HOME eligible buyer who has been qualified as such by the ________________________________

IX. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Applicant warrants that Applicant has disclosed, on the form attached hereto as Exhibit "D", that Applicant is the only owner of Applicant's Residence and there are no other persons, partners, principals of entities, or entities holding more than a 1% interest in the Applicant's Residence. Throughout the term hereof, the Applicant shall within ten (10) days notify the City, in writing, of any material change.

DATED this ________day of ________________, 200_.

____
APPLICANT

____
APPLICANT

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of _____________, in the year 200_, before me, personally appeared ______________________________________, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved:___________

APPROVED AS TO FORM:

____
Date

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of _____________, in the year 200_, before me, personally appeared ______________________________________, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 19__.

____
NOTARY PUBLIC in and for said
County and State

EXHIBIT "A"

To

Mortgage Buydown Deferred Loan Agreement

LEGAL DESCRIPTION

PARCEL MAP FILE 98 PAGE 30 LOT 3
APN#: 139-21-601-007
ADDRESS: 820 HASSEL AVE.

EXHIBIT "B"

To

Mortgage Buydown Deferred Loan Agreement

PROMISSORY NOTE
SECURED BY DEED OF TRUST

LOAN NO. ______________________
AMOUNT: ______________________
PROPERTY ADDRESS: ____
____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the City of Las Vegas, at its Office at 400 Stewart Ave., Las Vegas, Nevada 89101 the principal sum of ____ $____________ without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.

2. All or any part of the aforesaid property, or any interest therein, is sold or transferred except.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare an indebtedness at once due and payable, provided, however, not withstanding the above, the $________________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City of Las Vegas in connection herewith.

No interest will be charged on this Note. Except as stated above, no regular monthly payments of principal will be due and payable during the terms of this Note. The entire amount of this Note will be forgiven upon maturity. The term of this Note will be for a period of (15) years, commencing on______________________________and ending on __________________________ ("Maturity"). Upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower shall be released and the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the Lender.

Property legally described as:

and more commonly known as (*insert street address of property*) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated by joint and several.

BORROWER DATE

BORROWER DATE

EXHIBIT "C"

To

Mortgage Buydown Deferred Loan Agreement

HOMEBUYER DEED OF TRUST

THIS DEED OF TRUST, made this _______day of __________, 2000, between (*insert name of borrower*), herein called TRUSTOR, whose address is (*insert address of property*), Las Vegas, Nevada (zip code); (address of property), Las Vegas, Nevada (zip code); the ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY, herein called TRUSTEE, whose principal office is located at 2228 Comstock Dr., North Las Vegas, NV 89030 and the City of Las Vegas, whose principal office is located at 400 Stewart Ave., Las Vegas, Nevada 89101, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

PARCEL MAP FILE 98 PAGE 30 LOT 3
APN#: 139-21-601-007

and commonly known as 820 HASSEL AVE.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the Mortgage Buydown Assistance Deferred Loan Agreement executed by TRUSTOR on the _____day of _______200_ ("Mortgage Buydown Deferred Loan Agreement") and incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated____________________________, 200_ ("Promissory Note"). In the principal sum of ____________________________________ ______________________ ($_______________), executed by TRUSTOR in favor of TRUSTEE, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Mortgage Buydown Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform

said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

____ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY 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 Purchaser under this Security Instrument. This Security Instrument will not be subject to or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Senior Lien Holder, as set forth in the first deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the TRUSTEE.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 15 years;
2. The property shall be used as Applicant's principle residence;
3. No temporary subleases of the property are allowed;
4. Funds must be recaptured upon the sale, transfer or change of ownership of the property during term of compliance;
5. All deed restrictions contained herein are canceled in the event of foreclosure.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are adopted and made a part of this Deed of Trust except that the amounts agreed upon by the parties to this instrument with respect to Covenants Nos. 2, 4 and 7, incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 $________; Covenant No. 4 _____%; Covenant No. 7 ________%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:

____
Trustor:

____
Trustor:

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ______________________________________, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

...

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of ______________, in the year 200_, before me, personally appeared ______________________________________, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of ______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

WHEN RECORDED, MAIL TO:
City of Las Vegas
Neighborhood Services Division
400 Stewart Avenue
Las Vegas, NV 89101

EXHIBIT "D"

To

Mortgage Buydown Deferred Loan Agreement

DISCLOSURE OF PRINCIPALS

The undersigned Applicant is the only owner of the Property located at ____________________ ______, Las Vegas Nevada ("Property"). Any persons, partners, entities or principals of entities holding more than a 1% interest in the Property care the following:

Full Name	Address	Phone

I/We certify under penalty of perjury that the foregoing list is full and complete.

____
APPLICANT

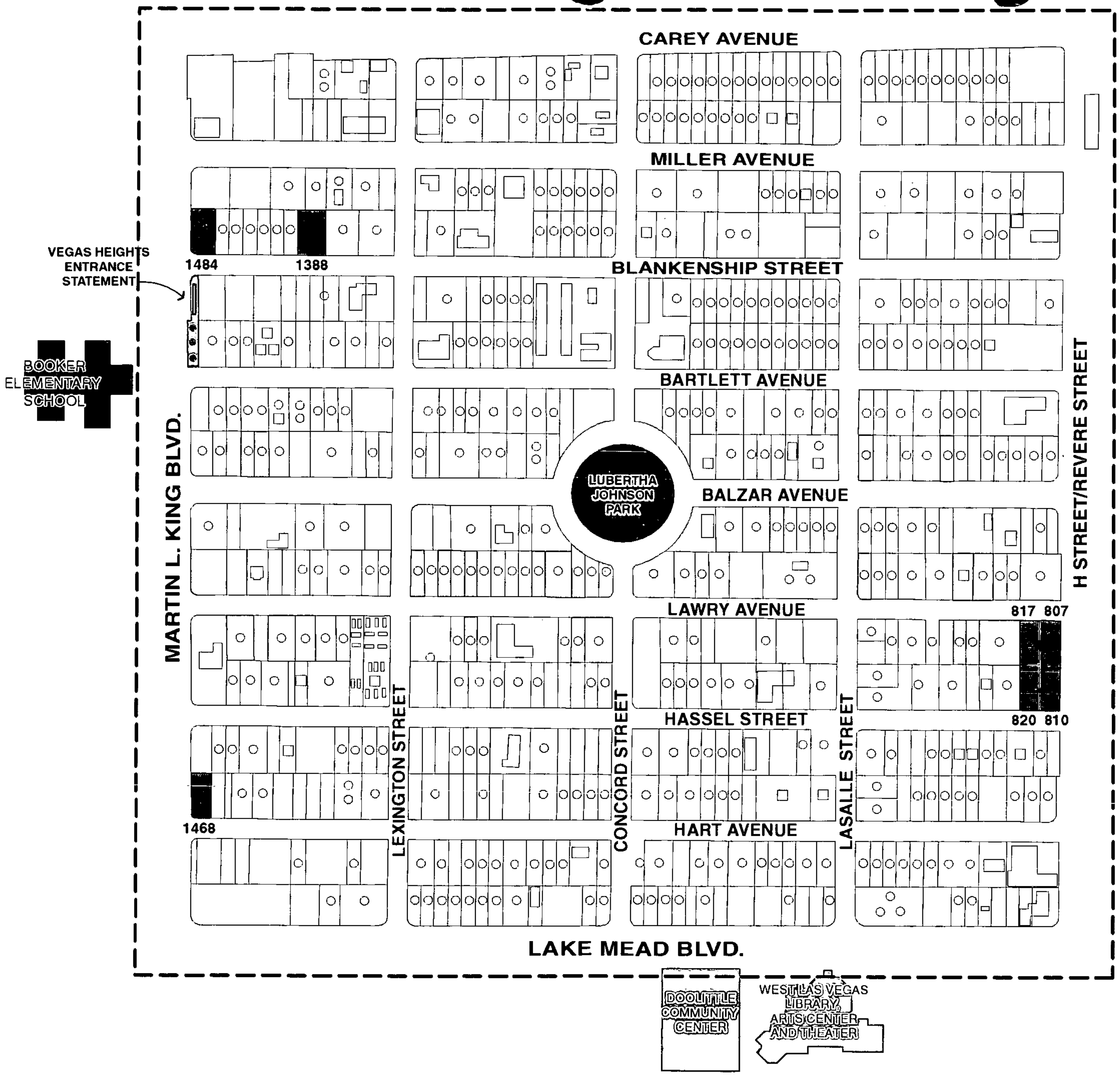
____
APPLICANT

State of Nevada)
County of Clark)

On this _________ day of _________________, 200_, before me, the undersigned, A Notary Public in and for said county and State, personally appeared

______________________________________ as ___________________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public



VEGAS HEIGHTS SUBDIVISION PHASE 3

NEIGHBORHOOD REVITALIZATION PROJECT

SEVEN NEW LOTS FOR INFILL HOUSING

NEIGHBORHOOD DEVELOPMENT DIVISION

City of Las Vegas

NDD

NEIGHBORHOOD SERVICES DEPARTMENT

FR/Illus/CLVMaps/VegHtsSubDiv 7 New Lots.ai
7Feb2001

City of Las Vegas

Agenda Item No. 68

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM ☐ CONSENT ☒ DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action regarding an Agreement for the Purchase and Sale of 810 Hassel Avenue to Economic Opportunity Board of Clark County - Ward 5 (Weekly)

Fiscal Impact

X	No Impact	**Amount:**
	Budget Funds Available	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
	Augmentation Required	**Funding Source:** HOME

PURPOSE/BACKGROUND:
It is staff's recommendation to approve the Purchase and Sale of 810 Hassel Avenue to Economic Opportunity Board of Clark County (EOBCC) as the developer for the HOME Investment Partnerships (HOME) Program Agreement to fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III. By the City approving EOBCC as the developer, it will potentially alleviate a vacant parcel while providing revitalization of the area

RECOMMENDATION:
The 3/19/2001 Real Estate Committee and City Manager recommend approval of the Agreement for the Purchase and Sale of Real Property, to authorize staff to execute all the additional documents necessary to close escrow and record title, and to authorize the Mayor to sign any and all necessary agreements.

BACKUP DOCUMENTATION:
1. Agreement for the Purchase and Sale of Real Property and Escrow Instructions
2. Project site map

MOTION:
MACK – APPROVED as recommended – UNANIMOUS with M. McDonald excused

MINUTES:
NOTE: All related discussion for Items 62, 63, 64, 65, 66, 67, and 68 took placed under Item 61 [Discussion and possible action regarding an Agreement with Economic Opportunity Board of Clark County as the developer for the Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III]

(10:57)**2-760**

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this 21st day of March, 2001, by and between the CITY OF LAS VEGAS, (herein the "Seller") and Economic Opportunity Board of Clark County, (herein the "Buyer") a non-profit corporation of the State of Nevada.

WITNESSETH:

WHEREAS, the Seller is the owner of the real property commonly referred to as 810 Hassel Ave., Las Vegas, County of Clark, Nevada, as depicted on Exhibit "A" attached hereto and incorporated herein as a part of this Agreement, which the Buyer desires to acquire pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller and Buyer hereby covenant and agree as follows:

ARTICLE I
REAL PROPERTY

Section 1.1. **AGREEMENT TO PURCHASE AND SELL.** The Seller agrees to sell and the Buyer agrees to purchase subject to the terms and conditions set forth herein that certain real property (herein the "Real Property") located in the County of Clark, State of Nevada, which is legally described in Exhibit "A" attached hereto and hereby made a part hereof.

ARTICLE II
PURCHASE PRICE AND PAYMENT

Section 2.1. **PURCHASE PRICE.** The purchase price (herein the "Purchase Price") for the Real Property is One Dollar ($1.00).

ARTICLE III
OPENING AND CLOSING OF ESCROW

Section 3.1. **OPENING OF ESCROW AND ESCROW INSTRUCTIONS.** (a) Upon execution of this Agreement by both parties, the parties hereto shall deposit one (1) executed counterpart of this Agreement with United Title, (herein the "Escrow Agent"). This instrument shall serve as the joint instructions to Escrow Agent for opening of an escrow to consummate the transaction contemplated herein. The parties agree to execute such additional escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Agent's instructions, the terms of this Agreement shall control. Escrow Agent shall be responsible only for undertaking such matters in connection with the Close of Escrow as are specifically provided for herein or in any additional escrow instructions executed by the parties.

Section 3.2. **CLOSING DATE.** The Close of Escrow shall occur twenty (20) days after receipt of this Agreement by the Escrow Agent, (herein, Closing Date).

Section 3.3. **CLOSING COSTS AND FEES.**

A) The Seller shall pay for the cost of a CLTA owner's coverage of title insurance.

B) All other normal costs and charges associated with the closing of this escrow shall be paid by the seller.

C) Any outstanding amount due on any bonds, assessments or other similar charge imposed upon the Real Property by Clark County or any other governmental entity or special district shall be prorated as of the Closing Date based upon a thirty (30) day month.

D) Any unspecified cost shall be the responsibility of the Seller.

E) All Closing Costs shall be paid on the Closing Date.

Section 3.4. **CLOSING STATEMENTS.** Immediately after the Closing Date, the Escrow Agent shall deliver to the Seller at the address provided in Section 7.2 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 7.2 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

Section 3.5 **GRANT BARGAIN AND SALE DEED.** The Real Property will be conveyed pursuant to a Grant, Bargain and Sale Deed. The Seller will provide to the Escrow Agent the form for the Grant Bargain and Sale Deed, which is to be signed by both the Buyer and Seller and to be recorded at the Clark County Recorder's Office upon the Close of Escrow.

ARTICLE IV
TITLE TO THE REAL PROPERTIES

Section 4.1. **TITLE.** The Seller agrees to convey to the Buyer the Real Property and to execute the Deed subject to easements and other exceptions identified by Escrow Agent and set forth in Exhibit "C" hereto.

Section 4.2. **TITLE INSURANCE.** The Seller agrees that as a condition to closing, the Escrow Agent will issue its CLTA coverage owner's policy with such endorsements as requested by the Buyer insuring fee simple title in the name of the Buyer, subject only to the exceptions set forth in Exhibit "C" hereto.

ARTICLE V
CONDITIONS TO CLOSE OF ESCROW

Section 5.1. **DEPENDENT AGREEMENTS.** The Close of Escrow shall not occur unless the HOME Program Agreement between the Seller and Buyer, a copy of which is attached as Exhibit "D", and the Mortgage Buydown Deferred Loan Agreement between the Seller and Homebuyer Applicant the form of which is attached as Exhibit "E" are both fully signed and executed.

Section 5.2. **APPROVAL OF TITLE.** Upon the execution of this Agreement and prior to the Closing Date, the Escrow Agent shall provide to the Buyer a preliminary title report, indicating that the Real Property is subject to those easements and exceptions set forth in Exhibit "C" hereto and that Escrow Agent is prepared to issue its CLTA title insurance policy subject only to such exceptions.

Seller agrees to convey title subject to the exceptions set forth in the preliminary title report without making any warranties concerning the accuracy or completeness thereof.

Seller agrees not to cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Real Property subsequent to the execution of this Agreement without the written approval of the Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.1. **REPRESENTATIONS AND WARRANTIES BY THE SELLER.** The Seller hereby represents and warrants to the Buyer the following:

A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in Exhibit "C" hereto, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.

B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.

D) As far as is known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Real Property or Seller, as relating to the Real Property.

Section 6.2. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

Section 6.3. **EFFECT OF REPRESENTATIONS AND WARRANTIES.** Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1. **CONDITION PRECEDENT: APPROVAL OF CITY COUNCIL.** Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to purchase the Real Property

under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council, and signed by the Mayor of the City of Las Vegas.

Section 7.2. **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 address 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:

SELLER:	City of Las Vegas Public Works/Real Estate & Assets ATTN: Manager 400 Stewart Avenue Las Vegas, Nevada 89101
BUYER:	Economic Opportunity Board of Clark County 2228 Comstock North Las Vegas, NV 89030
COPY TO:	City of Las Vegas Neighborhood Services Department 400 East Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101

Section 7.3. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

Section 7.4. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

Section 7.5. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No official or employee of the Seller shall be personally liable to the Buyer for any default or breach by the Seller, for any amount, which may become due to the Buyer or for any obligation of the Seller under the terms of this Agreement.

Section 7.6. **BROKERS**. Buyer and Seller acknowledge that no broker's services were contracted, employed or solicited relating to this agreement.

Section 7.7. **MODIFICATIONS OR AMENDMENTS.** Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, the Real Estate & Assets Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors

Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Section 7.8. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

Section 7.9. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

Section 7.10. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, 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.

Section 7.11. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 2.1 is made to Seller.

Section 7.12. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

Section 7.13. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

CITY OF LAS VEGAS

By: ____________________

Oscar B. Goodman, Mayor

"SELLER"

ATTEST:

____

BARBARA JO RONEMUS, City Clerk

Approved as to Form:

V. Ponticello 3/8/01

Date

Economic Opportunity Board of Clark County

____

Marcia Rose Walker, Executive Director

"BUYER"

DISCLOSURE OF PRINCIPALS

The principals and partners Economic Opportunity Board of Clark County and all persons and entities holding more than 1% interest in Economic Opportunity Board of Clark County or any principal of Economic Opportunity Board of Clark County are the following:

FULL NAME	BUSINESS ADDRESS List Board of Directors	BUSINESS PHONE
1.	See Attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Candace Marie Vitto
Appt. No. 97-1914-1
My Appt. Expires May 22, 2001

Economic Opportunity Board of Clark County

M C Walker

Marcia Rose Walker, Executive Director

Subscribed and sworn to before me this
12th day of March, 2001.

Candace Marie Vitto
Notary Public

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

BOARD MEMBER LISTING
2000 – 2001

PRIVATE

Verila Grice Hoggard (Vice Chair)	Director, Clark County Social Service
Vicente Herrera	Funeral Director, Bunkers Mortuaries
Hannah Brown	Tenant Relations Manager, McCarran Airport

Expiration: Terms expire when replaced by Agency they represent.

PUBLIC (Appointed by respective Governing Body)

Councilman Bill Smith	Boulder City Council
Commissioner Myrna Williams	Clark County Commission
Councilman Gary Reese	Las Vegas City Council
Senator Joe Neal (Chair)	Nevada State Legislature
Councilman William E. Robinson	North Las Vegas City Council

Expiration: Terms expire when replaced by County/City

POOR (Elected by low-income residents)

Henry Herbert	Clark County Geographic Area
Linda C. Howard	Clark County Geographic Area
Marion D. Bennett	Las Vegas Geographic Area
Gene Collins	Las Vegas Geographic Area
Claude E. Logan (Treasurer)	North Las Vegas Geographic Area

Expiration: Terms expire 12/31/02

LIST OF EXHIBITS

EXHIBIT "A"

LEGAL DESCRIPTION

That parcel of land situate in the County of Clark, State or Nevada described as follows:

PARCEL MAP FILE 98 PAGE 30 LOT 4
APN#: 139-21-601-008
ADDRESS: 810 HASSEL AVE.

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"

LIST OF EASEMENTS AND EXCEPTIONS

EXHIBIT "D"
Form of Agreement for
HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
VEGAS HEIGHTS SINGLE FAMILY HOME
MORTGAGE BUY DOWN ASSISTANCE
PROJECT PHASE III

THIS AGREEMENT, made and entered into this ___ day of __________, 200_ by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Ave., Las Vegas, Nevada 89101-2986 (hereinafter referred to as the "City"), and Economic Opportunity Board of Clark County, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 2228 Comstock Dr., North Las Vegas, NV 89030 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "the County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD;" and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, Subrecipient has requested the City's assistance to build affordable housing in the City of Las Vegas for purchase by HOME eligible persons and/or families; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program funds to assist with the Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III, which is more specifically described in the Proposal submitted by Subrecipient to the City (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas city Council hereby determines that the Program shall provide substantial benefit to the inhabitants of the City.

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:

I. Scope of Services

A. The City will convey title to seven (7) City owned lots through escrow to the Subrecipient to assist with the "Vegas Heights Single Family Home Mortgage Buy Down Assistance Phase III" subject to Subrecipient's compliance with the terms of this Agreement. The Project consists of the construction, marketing, monitoring and sale of seven (7) single family homes on the seven (7) lots conveyed to Subrecipient which are located at 1388 Blankenship Ave., 1484 Blankenship Ave., 1468 Hart Ave., 807 Lawry Ave., 817 Lawry Ave., 820 Hassel Ave., and 810 Hassel Ave. in the City, Clark County, Nevada, hereinafter collectively referred to as the "Property", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. The City of Las Vegas will provide HOME Investments Partnership Program (HOME) Mortgage Buydown funds; amount of subsidy to be determined by EOB, and potential cost over-runs for development, not to exceed $210,000 total aggregate. The maximum subsidy amount per applicant will be based on individual need and income qualifications as stated by a HUD certified homebuyer counselor. The funds will be disbursed at the close of escrow for each qualified applicant purchasing a lot as mortgages buy down for the permanent financing.

B. The Project will provide seven (7) single family homes (individually referred to as a "unit') for home ownership to very low- and low-income households as follows: two units with households who's income is at 50% or below the area median income; two units with households who's income is at 60% or below the area median income; two units with households who's income is at 70% of below the area median income; and one unit with a household who's income is at 80% or below the area median income (See Exhibit "G" attached hereto). The subsidy funds will be dispersed to the permanent financing entity through escrow as each unit sells. The Subrecipient will notify the City at least 2 weeks prior to close of escrow with the total required subsidy amount for each qualified applicant purchasing a unit. The maximum purchase price for a three-bedroom home shall be approximately $114,000 and the maximum purchase price for a four-bedroom home shall be $ 120,000.

C. The conveyance of each unit identified in Exhibit "A" shall be in accordance with the terms and conditions of the Agreement for the Purchase and Sale of Real Property and Escrow Instructions, the form of which is attached hereto as Exhibit "B", to be executed by the City, as Seller, and Subrecipient, as Buyer.

D. The construction of the units must begin within ninety (90) days from the date of the signed agreement and be completed within twelve (12) months after execution of this Agreement by all parties, unless otherwise specified, in writing by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director"). The Project will be constructed in two phases, the first phase will consist of constructing 4 homes and the second phase will consist of the remaining 3 homes.

E. All units shall have the following features, as specified in architectural renderings supplied to the Subrecipient by the City:

1) A detached two-car garage
2) Window coverings
3) Appliances, to include range, refrigerator, and dishwasher
4) Front yard desert landscaping with a bubbler watering system, and a turf area with a sprinkler system (applicant is required to submit plans)
5) Back yard will be provide with a stub for a sprinkler system
6) Chain link fencing enclosing back yard
7) Builder's warranty for a period of one (1) year from the date of occupancy
8) Additional warranty of five (5) years for the heating, ventilation, and air conditioning system
9) Minimum ten (10) year warranty for the roof

F. The Subrecipient agrees that construction of the Project will not begin until the Director or his/her designee has issued a "Notice To Proceed".

G. The Subrecipient's performance of obligations in this Agreement shall be secured by deed restrictions in the Short Form Deed of Trust, Exhibit "C", to be executed by Subrecipient which will permit the City to take possession of the Project if the conditions set forth in this Agreement are not met. The City will release and reconvey the applicable portion of the Property identified in the Deed of Trust, Exhibit "C" when the qualified homebuyer executes a Homebuyer Deed of Trust, the form of which is attached as Exhibit "F", in favor of the City.

H. Prior to release of Deed of Trust, Exhibit "C" and recordation of the Homebuyer Deed of Trust to be executed by the homebuyer applicant encumbering a unit, Exhibit "F", and as a condition thereof, the Subrecipient agrees to ensure that each original and subsequent homebuyer applicant completes a home buyer training and counseling course. Evidence of the completion of such training and counseling shall be maintained by the Subrecipient in the permanent record of each eligible applicant and supplied to the City of Las Vegas upon request.

In satisfaction of its obligation herein, the Subrecipient may provide such training and counseling or allow the homebuyer applicant to enroll in an existing program that addresses the concerns of home ownership, including but not limited to: Preparing for Home Ownership, Budgeting and Financing, Negotiating on a Home, Understanding the Costs of a First and Second Mortgage, Obtaining a Mortgage, Costs of Home Ownership, Closing on a Home, Responsibilities of Home Ownership and Home Maintenance.

I. Subrecipient agrees to use the Mortgage Buy Down Loan Agreement, Exhibit "D", Promissory Note Secured by Deed of Trust, Exhibit "E", and Homebuyer Deed of Trust, Exhibit "F", the forms of which are attached to this document and which Subrecipient shall cause to be executed by each individual home buyer.

J. Subrecipient agrees to abide by the following HUD HOME/LIHTF Property Eligibility Requirements, which includes, but not limited to:

1. The Property is purchased as the principal residence of the qualified homebuyer.
2. The Property is subject to recapture provisions established by the City of Las Vegas at the time of purchase.

K. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

L. Subrecipient agrees that all Project costs, unless and until otherwise specified in writing by the Director, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project.

M. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by Director, his/her designee and Developer in writing. Any such changes must not jeopardize HOME Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to construct new home ownership units for very-low- and low-income households as set forth in the HUD HOME Program Income Guidelines in Exhibit "G", attached hereto to this Agreement. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Subrecipient will provide the Director with client usage records for the assisted units on an annual basis during the period of this Agreement. These requirements apply to the original HOME purchaser as well as all subsequent HOME purchasers for the period of affordability. These records will contain, but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "G").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7. Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. If the provisions of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the $210,000 in HOME Program funds that Subrecipient received from the City hereunder.

E. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.

F. The City will execute and deliver any subordination agreements reasonably required by the escrow agent handling the closing or by the institution providing the financing for the home buyer to evidence the subordination of the "Short Form Deed of Trust" that will secure payment and performance of the Subrecipient's obligations to the City under this Agreement to the Deed of Trust that will secure payment and performance of the home buyer's obligations to the first mortgagee, so long as any such additional subordination agreements do not impose any payment or other unexpected obligation on the part of the City and are otherwise consistent with the provisions of this Agreement.

G. Subrecipient and/or the Contractor shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount until a unit is sold to the homebuyer. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the general liability insurance coverage is in effect within ten days after the execution of this agreement by all parties and evidence of Comprehensive Fire and Hazard Insurance within ten days after construction begins. Subrecipient will notify the City at least thirty- (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

H. Subrecipient shall ensure the Program recipients (i.e., the home buyer) of the funds will carry homeowner's insurance covering the full replacement costs of the unit during the Period of Affordability (as hereinafter defined).

I. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

(1) Whether the objectives of the Project are being achieved;

(2) Whether the Project is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;

(4) Whether the financial operations of the Project are being conducted properly;

(5) Whether the periodic reports to the City contain accurate and reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient, which relate to the Project. The representatives of the City may, on occasion, interview residents of the assisted units of the Project who volunteer to be interviewed.

J. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subrecipient will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

L. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

M. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council) and the HOME Program funds allocated by it will be expended within twelve months after said date.

N. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

O. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

R. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

S. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

T. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

U. Subrecipient agrees that upon the sale of each HOME assisted unit to a HOME eligible purchaser, Subrecipient will cause to be recorded a Deed of Trust that restricts the subsequent resale of each assisted unit to an income eligible purchaser per HOME Program regulations for a period of up to 15 years depending on the amount of subsidy/down payment assistance on each individual unit from the initial sale of said unit. Upon the recordation of such Deed of Trust, the City shall reconvey its Deed of Trust described herein.

V. Subrecipient agrees that this agreement is in effect for a Period of Affordability for period up to 15 years depending on the amount of mortgage buy down assistance on each unit, commencing from the date of the escrow closing of the last original unsold unit to the homebuyer. Upon close of escrow, Economic Opportunity Board of Clark County will be required to monitor their homebuyer for 1 year, as with any homebuyer, for post mortgage counseling.

W. Subrecipient must obtain and maintain the following records for the period of affordability after the conclusion of the affordability period:

a. Project Set-up report;
b. Contract between buyer and seller;
c. Evidence the homeowner caries flood insurance on the property and the City of Las Vegas is shown as an rider as an additional insured on the policy;
d. Appraisal;
e. Final settlement sheet (HUD 1) from the title company;
f. Certification of Completion of Homebuyer Education Program;
g. Copy of Recorded Deed of Trust after recordation;
h. Copies of all checks given and received from the Title Company;
i. Funds applied Worksheet showing breakdown of HOME funds for normal down payment and acceptable closing costs;
j. Project Completion Report;
k. Verification of income and deposit;
l. Documentation that the applicant has met the asset test. Which states Eligible households may not have total assets exceeding $5,000 (excluding two vehicles, subject property, furniture and fixtures). Assets include but are not limited to checking accounts, saving accounts, money market accounts, bonds, stocks, mutual funds, pension funds, 401 (k)'s, IRA's boats & motor homes, etc.

X. Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Subrecipient warrants that it has disclosed, on the form attached as Attachment 1, all principals, including partners of Subrecipient, as well as all persons and entities holding more than a 1% interest in the Subrecipient or any principal of Subrecipient. Throughout the term hereof, the Subrecipient shall within ten (10) days notify the City, in writing, of any material change in the above disclosure.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act.

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135

8. Executive order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. The Federal Labor Standards Act.

14. Section 202(a) of the Flood Disaster Protection Act of 1973.

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations, which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or sub-recipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

A. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.

C. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

E. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

F. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

G. Subrecipient shall comply with the requirements of Executive Order 11625, which provides for the utilization of minority businesses in all federally assisted contracts.

H. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

I. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

J. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

K. The Subrecipient agrees to ensure that the homes purchased with the assistance of the City HOME funds will have all health and safety violations corrected prior to initial occupancy. Furthermore, all HOME-assisted units shall be in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements, within six (6) months from the date of closing.

L. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01.

M. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 15 years beginning after project completion if the City loan consists solely of HOME funds received directly from HUD, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

N. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of LIHTF funds and/or HOME funds received from the State of Nevada by the City invested in the Property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

P. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Subrecipient, as well as all persons and entities holding more than a one percent (1%) interest in Subrecipient, or any principal of Subrecipient. Throughout the term of the Agreement, Subrecipient shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME and/or LIHTF funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

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

CITY OF LAS VEGAS

____

Oscar B. Goodman, Mayor

ATTEST:

____

Barbara Jo Ronemus, City Clerk

City Council Approved: ________

APPROVED AS TO FORM:

____

DATE

Economic Opportunity Board of Clark County

____

Marcia Rose Walker, Executive Director

ACCEPTANCE OF GRANT/LOAN AND AGREEMENT TO COMPLY WITH GRANT/LOAN CONDITIONS

I, Marcia Rose Walker, Executive Director, of the Economic Opportunity Board of Clark County, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that deferred loan contained in the Agreement To Fund Vegas Heights Single Family Home Mortgage Buy Down Assistance Project Phase III approved by the City Council of the City of Las Vegas, Nevada on ______________, a copy of which is attached hereto and incorporated herein.

Executed this _____ day of ___________________, 200_.

Economic Opportunity Board of Clark County

____

Marcia Rose Walker,
Executive Director

State of Nevada)
County of Clark)

On this ________ day of _______________, 200_, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

____________________________ as ___________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

____

Notary Public

EXHIBIT "E"
Form of
MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT

This MORTGAGE BUYDOWN DEFERRED LOAN AGREEMENT, ("AGREEMENT"), is made and entered into this ______ day of _______200_ by and between ____, herein called APPLICANT, and City of Las Vegas a municipal corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to Economic Opportunity Board of Clark County certain funds to be administered as deferred loans to HOME eligible homeowners; and

WHEREAS, the City of Las Vegas desires to make available home ownership opportunities to very low and low income families; and

WHEREAS, the Applicant has satisfied the criterion established by Economic Opportunity Board of Clark County and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been provided to the Applicant in as financial assistance for the purchase of the Applicant's permanent residence located at 810 Hassel Ave., Las Vegas, NV, Clark County, State of Nevada (herein called "Applicant's Residence") are HOME Funds made available through the HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement. The funds shall provide funding for a deferred loan to the Applicant in the principal amount of ____($___________) as evidenced by a Promissory Note of even date herewith in the principal amount of ____ ($___________) executed by Applicant in favor of ____("Promissory Note"), the form of which is attached as Exhibit "B". The legal description of Applicant's Residence is hereto attached as Exhibit "A".

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of 15 continuous years commencing on ________________________, 20___ and ending on ________________________, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to City of Las Vegas, if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated.

Upon verification by City of Las Vegas that the Applicant is in breach of any terms of this Agreement, City of Las Vegasat its discretion, shall notify the Applicant in writing of said breach and shall mail by certified mail a Notice of Breach to the Applicant and demand immediate repayment of the full amount of the deferred loan. The Applicant shall have a period of ten (10) days from the date the Notice of Breach to contact Economic Opportunity Board of Clark County of Clark County concerning their ability to resell the property or return the property to City of Las Vegas. In any event, the deferred loan must be repaid in full within one hundred twenty (120) days from the date of the Notice of Breach unless agreed otherwise by City of Las Vegas at its discretion.

However, not withstanding the above, the $________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of $________________________ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, State of Nevada listed as an additional insured on the policy and to provide the City of Las Vegas a Certificate of Insurance, which conforms to this provision. Applicant agrees to provide to City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DEED RESTRICTIONS

The Applicant further agrees and understands HOME Investment Partnerships ("HOME") Program Development Deferred Subsidy Loan Agreement requires that units (including the Applicant's Residence) assisted with HOME Program funds remain affordable to very low- and low-income purchasers for the stated term of compliance. Applicant agrees to execute the Promissory Note and Deed of Trust of even date herewith in favor of City of Las Vegas, State of Nevada and to comply with and/or acknowledge the following deed restrictions:

(1) The term of compliance is 15 years.
(2) The property must be used as the Applicant's principal residence.
(3) No temporary subleases of Applicant's residence are allowed;
(4) Funds must be recaptured upon sale, transfer or change of ownership of Applicant's residence during term of compliance. In the event of foreclosure, all deed restrictions contained herein in this Article V and in the Deed of Trust will terminate.

The Deed of Trust shall be in the form attached hereto as Exhibit "C".

VI. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

_________________________________ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. ______________________ acknowledges and agrees that this Agreement and all rights of City of Las Vegas hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust. The beneficiary 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 Purchaser under this Agreement. This Agreement 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.

FURTHER, if the Senior Lien Holder, as set forth in the First Deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the trustee.

VIII. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement except to another HOME eligible buyer who has been qualified as such by the ____.

IX. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council, effective October 1, 1999, the Applicant warrants that Applicant has disclosed, on the form attached hereto as Exhibit "D", that Applicant is the only owner of Applicant's Residence and there are no other persons, partners, principals of entities, or entities holding more than a 1% interest in the Applicant's Residence. Throughout the term hereof, the Applicant shall within ten (10) days notify the City, in writing, of any material change.

DATED this _________day of __________________, 200_.

____
APPLICANT

____
APPLICANT

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of _______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

...
ATTEST:

____
Barbara Jo Ronemus, City Clerk

City Council Approved:___________

APPROVED AS TO FORM:

____
Date

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _______day of _______________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 19__.

____
NOTARY PUBLIC in and for said
County and State

EXHIBIT "A"

To

Mortgage Buydown Deferred Loan Agreement

LEGAL DESCRIPTION

PARCEL MAP FILE 98 PAGE 30 LOT 4
APN#: 139-21-601-008
ADDRESS: 810 HASSEL AVE.

EXHIBIT "B"

To

Mortgage Buydown Deferred Loan Agreement

PROMISSORY NOTE

SECURED BY DEED OF TRUST

LOAN NO. ____________________
AMOUNT: ____________________
PROPERTY ADDRESS: ____________________________________
____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the City of Las Vegas, at its office at 400 Stewart Ave., Las Vegas, Nevada 89101 the principal sum of ____________________________________ $____________ without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.

2. All or any part of the aforesaid property, or any interest therein, is sold or transferred except.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare an indebtedness at once due and payable, provided, however, not withstanding the above, the $________________ loan shall not be accelerated where to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City of Las Vegas in connection herewith.

No interest will be charged on this Note. Except as stated above, no regular monthly payments of principal will be due and payable during the terms of this Note. The entire amount of this Note will be forgiven upon maturity. The term of this Note will be for a period of (15) years, commencing on______________________________and ending on ____________________________ ("Maturity"). Upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower shall be released and the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the Lender.

Property legally described as:

and more commonly known as (<u>*insert street address of property*</u>) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated by joint and several.

____
BORROWER DATE

____
BORROWER DATE

EXHIBIT "C"

To

Mortgage Buydown Deferred Loan Agreement

HOMEBUYER DEED OF TRUST

THIS DEED OF TRUST, made this ________day of ___________, 2000, between (*insert name of borrower*), herein called TRUSTOR, whose address is (*insert address of property*), Las Vegas, Nevada (zip code); (address of property), Las Vegas, Nevada (zip code); the ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY, herein called TRUSTEE, whose principal office is located at 2228 Comstock Dr., North Las Vegas, NV 89030 and the City of Las Vegas, whose principal office is located at 400 Stewart Ave., Las Vegas, Nevada 89101, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

PARCEL MAP FILE 98 PAGE 30 LOT 4
APN#: 139-21-601-008

and commonly known as 810 HASSEL AVE.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the Mortgage Buydown Assistance Deferred Loan Agreement executed by TRUSTOR on the ______day of _______200_ ("Mortgage Buydown Deferred Loan Agreement") and incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated_____________________________, 200_ ("Promissory Note"). In the principal sum of _______________________________________ __________________________ ($________________), executed by TRUSTOR in favor of TRUSTEE, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Mortgage Buydown Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform

said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

____ acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY 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 Purchaser under this Security Instrument. This Security Instrument will not be subject to or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Senior Lien Holder, as set forth in the first deed of Trust, acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 35-day period provided in such notice sent to the TRUSTEE.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 15 years;
2. The property shall be used as Applicant's principle residence;
3. No temporary subleases of the property are allowed;
4. Funds must be recaptured upon the sale, transfer or change of ownership of the property during term of compliance;
5. All deed restrictions contained herein are canceled in the event of foreclosure.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are adopted and made a part of this Deed of Trust except that the amounts agreed upon by the parties to this instrument with respect to Covenants Nos. 2, 4 and 7, incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 $________; Covenant No. 4 _____%; Covenant No. 7 ________%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:

____
Trustor:

____
Trustor:

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this ________day of ________________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

. . .

CITY OF LAS VEGAS

____
Oscar B. Goodman, Mayor

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this ________day of ________________, in the year 200_, before me, personally appeared ____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____day of _______________, 200_.

____
NOTARY PUBLIC in and for said
County and State

WHEN RECORDED, MAIL TO:
City of Las Vegas
Neighborhood Services Division
400 Stewart Avenue
Las Vegas, NV 89101

EXHIBIT "D"

To

Mortgage Buydown Deferred Loan Agreement

DISCLOSURE OF PRINCIPALS

The undersigned Applicant is the only owner of the Property located at ____________________ ______, Las Vegas Nevada ("Property"). Any persons, partners, entities or principals of entities holding more than a 1% interest in the Property care the following:

Full Name	Address	Phone

I/We certify under penalty of perjury that the foregoing list is full and complete.

____
APPLICANT

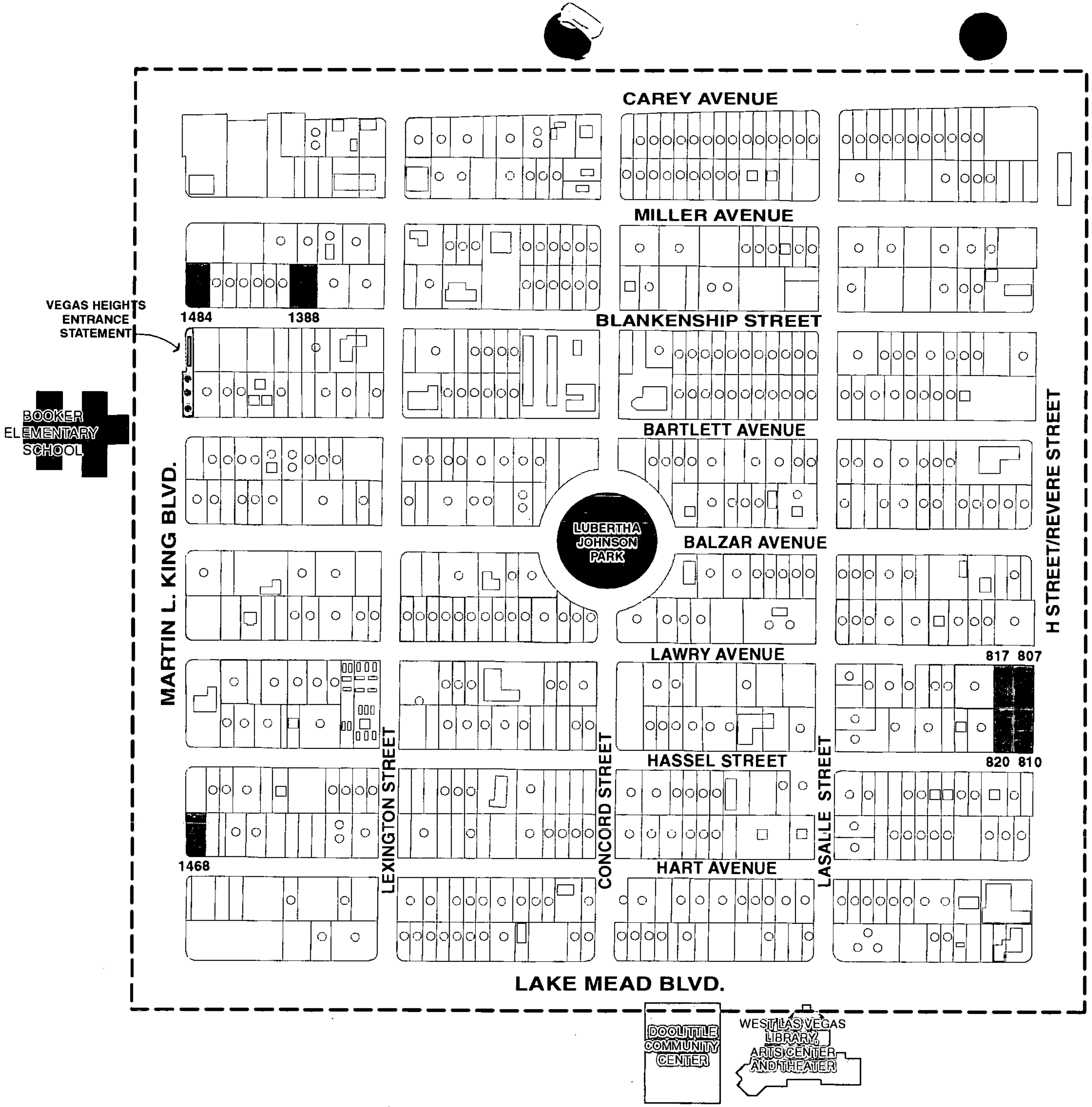
____
APPLICANT

State of Nevada)
County of Clark)

On this _________ day of _________________, 200_, before me, the undersigned, A Notary Public in and for said county and State, personally appeared

______________________________________ as ___________________________, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public



VEGAS HEIGHTS SUBDIVISION PHASE 3

NEIGHBORHOOD REVITALIZATION PROJECT

SEVEN NEW LOTS FOR INFILL HOUSING

NEIGHBORHOOD DEVELOPMENT DIVISION

City of Las Vegas

NDD

NEIGHBORHOOD SERVICES DEPARTMENT

FR/Illus/CLVMaps/VegHtsSubDiv 7 New Lots.ai
7Feb2001

CITY COUNCIL MEETING OF MARCH 21, 2001 Pg. 1079

City of Las Vegas

Agenda Item No. 69

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2001-19 – Ordinance Creating Special Improvement District No. 1473 - Ann Road (US-95 Freeway to Allen Lane) Sponsored by: Step Requirement

Fiscal Impact

- [ ] **No Impact**
- [ ] **Budget Funds Available**
- [X] **Augmentation Required**

Amount: $ 421,517.83
Dept./Division: PW/SID
Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:
Installation of pavement, medians and/or center left turn lanes, storm drain facilities, traffic control devices, curb, and gutter, sidewalk, streetlights, residential and commercial driveways, sewer laterals and water laterals. Costs will be recovered over a 10 year period through the levy and collection of special assessments.

RECOMMENDATION:
ADOPTION at 3/21/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 3/10/2001

BACKUP DOCUMENTATION:
Bill No. 2001-19

MOTION:
WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5305 – UNANIMOUS with M. McDONALD excused

Clerk to proceed with second publication

(11:02 – 11:03)
2-936

City of Las Vegas

Agenda Item No. 70

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2001-20 – Annexation No. A-0012-99(A) – Property Location: On the northwest corner of Fort Apache Road and Gilmore Avenue; Petitioned By: City of Las Vegas; Acreage: Approximately 5.17 acres; Zoned: R-E and PF (County Zoning), U (ML) and C-V (City Equivalents); Sponsored by: Councilman Larry Brown

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located on the northwest corner of Fort Apache Road and Gilmore Avenue. The annexation is at the request of the City, as lessee, with the concurrence of the Bureau of Land Management as owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (March 30, 2001) is set by this ordinance.

RECOMMENDATION:
ADOPTION at 3/21/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 3/10/2001

BACKUP DOCUMENTATION:
Bill No. 2001-20 and Location Map

MOTION:
WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5306 – UNANIMOUS with M. McDONALD excused

Clerk to proceed with second publication

(11:03 – 11:04)
2-959

City of Las Vegas

Agenda Item No. 71

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ CONSENT ☒ DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2001-21 – Annexation No. A-0019-00(A) – Property Location: On the northwest corner of Ann Road and Durango Drive; Petitioned By: Ann/Durango Holding, LLC; Acreage: 5.39 acres; Zoned: R-E (County Zoning), U (DR) (City Equivalent); Sponsored by: Councilman Michael Mack

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located on the northwest corner of Ann Road and Durango Drive. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (March 30, 2001) is set by this ordinance.

RECOMMENDATION:
ADOPTION at 3/21/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 3/10/2001

BACKUP DOCUMENTATION:
Bill No. 2001-21 and Location Map

MOTION:
WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5307 – UNANIMOUS with M. McDONALD excused

Clerk to proceed with second publication

City of Las Vegas

Agenda Item No. 71

CITY COUNCIL MEETING OF MARCH 21, 2001
City Attorney
Item 71 – Bill No. 2001-21

MINUTES:
There was no further discussion.

(11:04)
2-984

City of Las Vegas

Agenda Item No. 72

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

ABEYANCE ITEM - **Bill No. 2001-22** – Prohibits the operation of an escort bureau from a residential zone. Sponsored by: Councilwoman Lynette Boggs McDonald

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
This bill will prohibit the operation of an escort bureau from a residential zone. In addition, it will require such a business to be actually conducted from a fixed business location.

RECOMMENDATION:
ADOPTION at 3/7/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 2/24/2001

BACKUP DOCUMENTATION:
Bill No. 2001-22

MOTION:
L.B. McDONALD - - Second Reading and BILL ADOPTED as Second Amendment and recommended as Ordinance No. 5308, adding the following conditions –

- **The distance requirements to read, "500 feet from any residentially-zoned property and 1500 feet from any church, school, child care facility or park measured in each case from property line to property line"**
- **Special Use Permits required for C-1 and C-2 uses**
- **Both requirements must be met as it relates to Item G. Operational Standards, Item 1 on Bill No. 2001-22**

UNANIMOUS – with M. McDONALD excused

CITY COUNCIL MINUTES
MEETING OF
MARCH 21, 2001

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

MAYOR GOODMAN	At this time we'll call Items 72 and 73, as well as Item Number 7. Item –
COUNCILWOMAN McDONALD	(Inaudible) do 7 separately, I think. (Inaudible)
MAYOR GOODMAN	Do, that's fine. Very good. All right. All right, Item – Well, we'll do each one separately then.
	Item Number 72, this is an abeyance item. Bill Number 2001-22, prohibits the operation of an escort bureau from a residential zone. Councilman Weekly, do you wish it read?
COUNCILMAN WEEKLY	Yes, Your Honor.
CITY ATTORNEY BRAD JERBIC	Thank you, Your Honor. Bill Number 2001-23, an ordinance to prohibit the operation of the outcall entertainment referral businesses from residential zone and to provide for other related matters.
MAYOR GOODMAN	All right. Very –
CITY ATTORNEY BRAD JERBIC	Was – it your wish to call Item 73, as well? And –
MAYOR GOODMAN	Yes. Although I do have a comment as to Item Number 72. I would ask the Councilwoman, who's sponsoring this, whether or not she would consider that we have, as a, an addition to the bill, that any person who is in this particular business would have obtain a health card from the Health Department.
COUNCILWOMAN McDONALD	Your Honor, I think, as we get into the discussion of both of these bills, this would, that would be something that I'd have no problem is adding to the language of both the escort service bill, as well as the outcall entertainment bill.
MAYOR GOODMAN	Okay. Thank you. I appreciate that. All right. Is there any discussion before we have the motion?
COUNCILWOMAN McDONALD	I think that these individuals are here for Item 7, which we'll discuss at a later time. Or no, you're here for –
UNIDENTIFIED GENTLEMAN	I'm here to speak, I came here today to speak on Bill Number 2001-22 and 2001 – I came here today to speak on Bill Number 2001-22.
COUNCILWOMAN McDONALD	Okay, okay.
RICHARD SERRANO	And 2001-23.
COUNCILWOMAN McDONALD	Well, I think –

CITY COUNCIL MINUTES
MEETING OF
MARCH 21, 2001

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

MAYOR GOODMAN: All right then. May I ask this then, before we hear your comments, how many folks, if more than yourself, would like to speak to 2001-2, 2001-22? All right. Just yourself? I'll limit you to three minutes. Okay?

RICHARD SERRANO: And us two.

MAYOR GOODMAN: Yes. And, Brad, please.

COUNCILWOMAN McDONALD: Juanita.

CITY ATTORNEY BRAD JERBIC: Your Honor, I, if – I could bring just a little more to it. The bills that are in your backup right now are the original bills as introduced. The amendments haven't made part of the record yet, with respect to either of them. With all due respect to the Council, what I'd like to do is read both of them, then read the amendments into the record and then allow the comment on the amendments, 'cause I think that's what you'll be discussing today.

MAYOR GOODMAN: Okay. Very good. Okay. Have you read 72 yet? All right.

CITY ATTORNEY BRAD JERBIC: No, Your Honor. Let – me read the last one, which is Bill 2001-22. An ordinance to prohibit the operation of an escort bureau from a residential zone and to provide for other related matters. I have handed out for the Council and I will give the Clerk copies of amendments to both of these Bills, 2001-22 and 23. They are proposed Second Amendments. They are so titled because at the last meeting I handled out a proposed First Amendment and it's been changed since then. What this proposed Second Amendment would do, with respect to both outcall entertainment and escort bureaus, is create a new provision in the zoning table, which would allow them as a conditional use in C-1 and C-2 and as an absolute permitted use in C-M and M. The conditions that they would be subjected to are found on page 2 of the proposed Second Amendments. And I would like to read them in the record just briefly.

One: The businesses, that applies to both outcall entertainment and escort bureaus, must be located at least 330 feet from any residentially owned property and 1,000 feet from any church, school or park, measured in each case from property line to property line without regard to intervening obstacles.

Two: No outcall entertainers or escort bureaus may be physically dispatched from the property. No business may

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

be transacting with patrons on the property. That's Number three. And Number four, except as otherwise may be required by Ordinance or the Director, there shall be no onsite signage or other advertising of any kind, whether on the property or elsewhere, which advertises the address or physical location of the business.

That makes room for our address code and other portions of our local code, which require some minimal identification as to who you are for purposes for mail delivery and the like. Those are basically the restrictions that would go with C-1 and C-2. I'll be glad to answer any questions on these proposed Second Amendments at this time, Your Honor.

MAYOR GOODMAN

Before we do that, let's have Item Number 73 read into the record then, as well. This is an abeyance item. Bill 2001-23, prohibiting the operation of an outcall entertainment referral service business from a residential zone. Could you please read that, as well?

CITY ATTORNEY BRAD JERBIC

I will again, Your Honor. Bill 2001-23, an Ordinance to set forth the types of locations in which outcall entertainer referral service may operate and to provide for other related matters. With respect, Your Honor, to the request to add health cards to them, I regret I didn't have an opportunity to speak with you immediately before stepping to the podium. I've checked with Val Steed, who does our Ordinances. We can add that, but because this particular bill addresses a completely different section of the Code, we couldn't do it as an amendment to these at this time. But, if it's Your Honor's request that we do that, we will expedite an Ordinance request form on that and have it available on the next Council agenda.

MAYOR GOODMAN

All right. If in fact these pass, I would request that you do that.

CITY ATTORNEY BRAD JERBIC

We will, Your Honor.

MAYOR GOODMAN

All right. Now, is it appropriate at this; okay, Councilwoman?

COUNCILWOMAN McDONALD

If I could just make a few comments before we entertain comments from the public. I think it's just very important for those viewing and those here today to kind of understand the genesis of this bill, both bills that I have sponsored. We had a situation where because no use of this kind had come before the City in more than 20 years, actually nearly 30 years, we had a use being proposed within the Summerlin Master Plan at the time.

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Fortunately for us, there were codes, covenants and restrictions that fell within the Summerlin Master Plan which spoke clearly as to what were allowable uses, as far as home-based businesses. And so I thought that because we were kind of saved by someone else's codes, covenants and restrictions, that it would be very, very important, as we move into the future, that the City of Las Vegas has its own codes, covenants and restrictions as it relates to these particular uses.

And the second comment that I want to make, and make it very, very clear for, not only the applicant that would come behind, but any other proposed applications of this kind, the City of Las Vegas, and I can say I can speak with confidence on behalf of everyone sitting up here, will not tolerate in any way, shape or form any type of illegal activity. We've had some types of, just statistics that have been shared as we've had Recommending Committee meetings and others that there have been cases in this community where these type of uses have been fronts, if you will, for prostitution.

Now, I don't want to cast aspersion on anyone. I believe that these people have come in good faith and have an opportunity to try to do something lawful. But make no mistake that if it turns out in any situation where there is either prostitution, money laundering, racketeering or any type of unlawful activity, I will be the first to request a show cause hearing and we'll pull your, make sure that the license is pulled and that you're fully prosecuted through every possible means necessary offered throughout the State of Nevada legal remedies.

And so, I just want you to know where I stand on this matter. That I want to give you an opportunity, but if you cross the line, it's line the Glen Lerner standard: One call that's all and you'll be out of business.

MAYOR GOODMAN

Okay. What I would like to do before we hear from the gentleman, is, Brad, what don't you tell – us, as a Council, what the legal parameters are regarding whether or not we have to pass an ordinance or the proposed bills such as this, and what the effect of these bills really are?

CITY ATTORNEY BRAD JERBIC

I will, Your Honor. And I would also invite the Las Vegas Metropolitan Police Department to step up, as well because I think they'd probably like to put a few things on the record. I want to make it clear that I'm speaking right now on Items 72 and 73, not on Item 7.

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MAYOR GOODMAN — Right. That's it. Right.

CITY ATTORNEY BRAD JERBIC — And this applies to these locations generically. We heard at the Recommending Committee a testimony from Tammy (sic) Weeks with the Las Vegas Metropolitan Police Department that entertainment businesses in the County, at least one in particular, was busted with juveniles inside, with allegations of prostitution inside. This was, became a little bit of a wake-up call for us.

I'd like to state for the record that we haven't had an application in almost 26 years now. And as a result, we've probably become a little bit complacent with our code because we've been not receiving an application. In the meantime these businesses or businesses like them have existed in the County and Metro will talk about some of the problems that some of them have had.

As of right now, the state of our code does not prohibit these businesses in places where you can get a home occupation permit and doesn't prohibit them or limit them in C-1 or C-2 or C-M or M. That doesn't meant the Council doesn't have discretion. The Council has the right to consider impacts on neighborhoods, consider real problems created by these businesses and whether or not you want to allow them to go there.

But with respect to the law as it exists today, you have no guarantee that as a matter of law they're not prohibited or that there's a restriction that goes with them. These bills in my opinion will put real teeth in the law and allow the – message to go forth that they will never be allowed with a home occupation permit in residential neighborhoods, whether or not there's CC&RS or not. It will also send a clear message that in C-1 and C-2, if certain restrictions are complied with they can exist there and as a matter of right without restriction in C-M and M. I think that it's a – good upgrade to the code. I think it will give us some teeth and give staff some direction in answering license applicants in the future who want to know where they can locate and where they can't.

MAYOR GOODMAN — All right. Thank you for that explanation. Okay. Why don't, do you think you can limit your remarks to three minutes?

RICHARD SERRANO — Yeah. I'll read it as quickly as possible.

MAYOR GOODMAN — All right. Please.

RICHARD SERRANO — However, if, indulge me if it takes one extra minute, please.

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	Okay? I think it's important to read.
MAYOR GOODMAN	Please identify yourself with your name and –
RICHARD SERRANO	Richard Serrano.
MAYOR GOODMAN	And your address, please.
RICHARD SERRANO	900 East Karen.
MAYOR GOODMAN	All right.
RICHARD SERRANO	Las Vegas, Nevada. Okay. I came here today to speak on these Bill Numbers 2001-22 and 2001-23. These two bills are identical, except for the clause numbers G-3, which states in both bills, quote, the following use are not – permitted by means of a home occupation permit. In Bill Number 2001-22, it states just one business, escort bureaus. In Bill Number 2001-23 it states also just one business, entertainment, outcall entertainment referral – service businesses. It's a wonder why both types of these businesses weren't consolidated in the same bill. Perhaps it's because the drafters recognized the existent, the existing disparity and constitutional strengths between the two, and recognize that Bill 2001-23, outcall entertainment referral, is likely to fail on constitutional grounds. The difference between escort and outcall entertainment is well-settled in case law. In about the mid eighties, nine, mid nineteen eighties, (inaudible) Law Firm took a case to the Ninth Circuit Appellant Court in San Francisco for the then escort business owners in Las Vegas arguing that escort business was constitutional by a theory of freedom of association. It failed. The justice, the justices denied two to one against that constitutional argument. That decision stands today. It has not been overturned and it is binding on this district. Conversely, outcall entertainment referral, sending nude dancers and strippers upon request is protected First Amendment expressive activity. The nine Justices of the United States Supreme Court from a case out of New Jersey decided just how nude someone had to – strip before they lost First Amendment protection. In a large majority the High Court decided that even of a stripper gets totally nude, it is still protected expression. And that decision has since been Shephardized favorably and reinforced by the courts remains good law today. I'm not here to argue for or against escort. However, I will say one thing. The bill regarding escort, 2001-22, has no

constitute, has no constitutional conflicts because escort is not protected expression. I am here to argue against Bill 2001-23. On that I will say the following: Bill Number 2001-23 bans outcall entertainment businesses, which is First Amendment protected activity from a home occupation permit. It bans it. Even if the outcall business complies with the elements necessary where other businesses – if in compliance would obtain a permit, the outcall entertainment business would still be denied the permit –

The bill says in clause G-2 that quote, the following uses are use, the following uses are uses that normally may be permitted by means of a home occupation permit if they can be conducted in comply, in compliance with or operational standards in Subsection One. Then it lists those businesses that quote, normally maybe permitted. The list is rather long, but I'd like to focus on Letter A. Light, right at the top of the list, of that list is 800 and 900 number businesses. Eight hundred number businesses are an adult business. Information services are also on the list. These are protected – speech. Outcall is protected speech too. But this bill singles out outcall based on the type of speech or content of speech. This is content-based restriction, which makes it subject to strict scrutiny, which means the standard applied in this situation is the least restricted means to substantially further the compelling government interest.

If this bill represents a ban on a particular type of speech as a practical matter – excuse me, this bill represents a ban on a particular type of speech. As a practical matter, allowing 800 numbers is harmful to minors if the minor is within earshot of the content of that conversation. If they speak too loud, a child playing outside an open window, may protect – window, may potentially hear them. Conversely, the business of an outcall service is merely arranging the time, place and price of the performance engagement. The content of that conversation is not even harmful to minors. The outcall business has been unfairly prejudiced and politically disfavored for about as long as I have been in the business, upwards of 20 years.

Las Vegas Metropolitan Police Department has been the political arm pushing that agenda. But even arguably that some of the vast number of outcall businesses are fronts of illegal activities, there are criminal laws that exist that can be invoked to arrest the offenders, closing that portion of, if not the entire business. With these laws being present banning all outcall services from home permits will not substantially further any compelling government interest and in addition would be over broad. This Bill, Number 2001-23 regarding

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	outcall services will not survive constitutional scrutiny.
	As a citizen I – feel, I've satis, as a citizen I feel satisfied that I've done the right thing by speaking here today. However, as a businessman in the outcall entertainment business, let me point out that it's slightly in my best interest competitively speaking to have this bill passed into law. But I'm here today as a naïve, but hopeful citizen who has knowledge of the law in this area because as a wise and weathered businessman, I believe the smart money is on, that you'll pass this bill into law today. But I'm hopeful that I've stimulated the correct thinking and at least protected the record.
	Thank you. I hope I was under three minutes. I don't think I was.
MAYOR GOODMAN	But that's okay.
RICHARD SERRANO	Thank you.
MAYOR GOODMAN	Thank you for taking the time. Would anybody else like to be heard? Ma'am?
MARY HUNTINGTON	Mary Huntington.
MAYOR GOODMAN	And your address, please?
MARY HUNTINGTON	3110 South Tenaya Way.
MAYOR GOODMAN	Okay. And –
MARY HUNTINGTON	I just wanted to make a very quick comment. I wanted the report that you requested from Metro. You requested that last week and I think that's important and should be on the record.
MAYOR GOODMAN	I will be putting it on the record.
MARY HUNTINGTON	And the other request that I would make is, frankly I'm – happy about the ordinances. But I think a thousand feet is too close to the high schools. Those high school kids know exactly what's going on. I mean, it's comical over at Bonanza. And they seem to know what Metro seems to know. And I think that a thousand feet is too close to schools and parks.
MAYOR GOODMAN	Thank you.
MARY HUNTINGTON	Thank you.

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MAYOR GOODMAN Anybody else?

JEFFERY SCHOOR Mayor, we'd like to speak also. Yes.

MAYOR GOODMAN Excuse me?

JEFFERY SCHOOR We'd like to speak also.

MAYOR GOODMAN Certainly.

JEFFERY SCHOOR Jeffery Schoor, 652 Peachy Canyon Circle. We've addressed –

MAYOR GOODMAN Now, we're talking just in terms of –

JEFFERY SCHOOR This is the ordinance. This is what –

MAYOR GOODMAN Right. Not – your application. Right.

JEFFERY SCHOOR Right. Not our application per se. The Councilwoman's bill was, again, had a lot of teeth, as – Mr. Jerbic said. If, the question I have for the Council is that if no patrons would be allowed to come to the location, no employees would be allowed to come to the location, as – you had said, and also no signs, addresses, any of that stuff, the confusion I have that is, that we had heard a lot of residents, such as Mary and the other folks that have come in, is that if people walk by the business or into the business, what would they see? They would see a desk. They would see a storefront and they would see a placard on the wall that says Bleu, which our name has no affiliation nor has it ever to an escort service.

I understand what the residents have, the reason we went in or anyway the Summerlin area was again because of a license hang. If we were to adhere to all of the laws, such as the three things you had said to us, what would it matter if it was, say next door, not that it would be, but next door to a high school or a church? If a student walked into this office, a clergyman walked into our office, if – you know, a parent asking about it, I don't see any harm that it would save, if they, there's nothing up there per, at all that would even kind of infringe upon them thinking that there's going to be any type of things going on. This is the confusion that lies to me. I just would like to know the reason that – the distances have been set. Why 400 feet? Why a thousand feet? Because if we are adhering to all the law, and if we do cross the line, as Councilwoman McDonald had said, then we should be prosecuted. Anybody should be prosecuted for that. So, I'm just kind of confused about the sense that

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	what would the reason for the distances be, if maybe someone can enlighten me on that. I would just, you know. Yeah.
MAYOR GOODMAN	Councilwoman, did you want to do it?
COUNCILWOMAN McDONALD	Brad, do you want to try to –
JEFFERY SCHOOR	I'm – just kind of curious about that
MAYOR GOODMAN	Okay. Brad. Mr. Jerbic?
CITY ATTORNEY BRAD JERBIC	I think that we need to get some testimony here from Metro as well. But I think that one of the concerns that has been raised is, and I would like to incorporate by reference the testimony of Tammy Evans at the Recommending Committee into the record of this particular meeting, is that not all locations, although everybody starts up with those intentions, and I have – no doubt that you have applicants here that – are fine applicants, as far as individuals are concerned. That's what their background check say. But there have been locations, including locations in homes where there have been minors employed in acts of prostitution. You can imagine the disaster that this would create if – this situation would extend to a commercial location or something that was a lot more visible to the public. And I'm not arguing a specific location. I'm talking about locations in general. And certainly in the past the law has given us some latitude under what I believe is a rational relationship test to establish some distance between young people, families, neighborhoods and the like and harmful effects. And I think that we need to develop the rest of that record today as we through this hearing.
MAYOR GOODMAN	Very good. Councilman?
COUNCILMAN MACK	Thank you, Your Honor. I have a few concerns that it doesn't have to do with the applicants that are in front us, but it's – in support of Councilwoman's bill that's in front of us today. And if there's no customers coming there and there's no employees going there, the question that I'd – put out is, how do you interview your staff and how do you interview your employees? And the second is, if they're employees and they're – working for you, how do they return the payment to you? So, those were the questions, not to you directly, but as a bill overall.
JEFFERY SCHOOR	Okay. I don't, should I –

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MAYOR GOODMAN	Well, I would prefer –
JEFFERY SCHOOR	– answer indirectly then? I should wait 'til the next thing, 'til seven comes up?
MAYOR GOODMAN	No. I would prefer that you don't answer that at this time. That –
JEFFERY SCHOOR	Okay.
COUNCILMAN MACK	That's a question I have overall.
MAYOR GOODMAN	Fine. And that certainly would be a very relevant question, as far Item Number 7 is concerned. But, for our purposes, it's really not relevant. Yes, ma'am.
JOAN LEAVITT	My name is Joan Leavitt. I live at 6841 West Oakey, which may or may be within the 300 feet of the – property on question 7. My concern is – that in the Las Vegas Telephone Directory, underneath entertainment, we've got about 200 pages of these –
MAYOR GOODMAN	Unfortunately, is in the telephone directory, but those 200 pages, that's going to be an area of my concern too, –
JOAN LEAVITT	Yeah.
MAYOR GOODMAN	– pertain to, pertain to businesses, not one of which is in the City. They're all in the County.
JOAN LEAVITT	These are all advertised as being a related to – sex related businesses and – in these advertisements, which are – listed the license outcall, which is part of what they – want to – do. And I'm opposed to them being on a commer, on a C-1 property because it, they are advertised obviously as – a sexual oriented business. I don't care how clean and white and – non-sexual they appear to be, that is what their appeal is and all you have to do is look in – the telephone directory to see that.
MAYOR GOODMAN	Thank you very much. All right. Do you want to speak for Metro at this time?
TONI WEEKS, LAS VEGAS METROPOLITAN POLICE DEPARTMENT	If that's, yes, we would like to speak now.
MAYOR GOODMAN	I think – I'd like to hear from other members of the public

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	before Metro expresses themselves.
TONI WEEKS, LAS VEGAS METROPOLITAN POLICE DEPARTMENT	Okay.
MATT LaCROIX	My name is Matt LaCroix. I'm with the Clark County School District.
MAYOR GOODMAN	Are you speaking on behalf of the district or –
MATT LaCROIX	I am.
MAYOR GOODMAN	Okay.
MATT LaCROIX	I am today. We'd like to support the – items that are on the board that Councilwoman McDonald brought. We also feel that a thousand feet is – close. I drove the area next to Bonanza High School and it is – very close to where this facility will be established. So, we do have concerns and actually like to see that distance increased. Thank you.
MAYOR GOODMAN	Okay. Thank you. Yes, Ma'am.
CAROLYN EDWARDS	My name is Carolyn Edwards. I reside at 3275 South Tioga Way in Las Vegas. My son attends Bonanza High School and many children cross Rainbow and will be walking right past this proposed business. Let me tell you that – whether or not there are girls in the business, whether there're employees there or not, those boys are hormonally driven and they're thinking all kinds of things because it's there. And it's right next to an ice cream parlor. It, I mean, let's get real here. It does not belong in the neighborhood near a school, near a church, near a park and near where children cross daily, twice a day, if not more often, to go to and from school. So, I really think this is a good thing, both of them. I support them and I hope you do too.
MAYOR GOODMAN	Thank you. All right. Now, remember, we're talking about the bills now. We're not talking about the application. The application's next after the discussion and the vote on the bills. Anybody else like to speak?
LEE HAYNES	My name is Lee Haynes. I'm a resident of 663 Number 11, Avenue D, Boulder City, Nevada. I am here as a coordinator of a registered political action committee called Porn Only In Zone, POIZ. I'm also here at the request of a Council member. We support these bills. I would just like the City to know and the Council to know that looking over the March 7th videotape that we secured, there seems to be quite a lot of confusion on some things here. But the

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situation where there is no other location available to such type of business is just in error. I made a special effort on the way in from Boulder City to drive through M and C-M zones for signage or anything else would be permitted. I found that there were, in a short tour I took, 18 locations for leases. They stated, the applicants for a certain license, have stated that they don't see why they would have to pay $7,000 a year when they don't even intend to do business at that location.

I maintain a office within the City of Las Vegas. My rent is $181 a month. I don't consider this an, you know, anything to worry about too much. So, when voting on these bills, I would ask that the Council and the Mayor vote for what is right for the citizens of the City of Las Vegas and all the visitors thereto. Because voting these bills, rather than what Mr. Sorenson (sic) stated, will not preclude entertainment, outcall entertainment or escort services from operating legitimately within the areas that you so zone for them.

And the secondary harmful affects, which is a Supreme Court, United States Supreme Court phrase from Miller versus California, in the famous pornography click, upholds your right to zone businesses, even First Amendment businesses. Thank you for your courtesy and time.

MAYOR GOODMAN | Thank you. Anybody else like to be heard? Yes, Sir. Please identify yourself.

TODD LARKIN | My name is Todd Larkin. I live at 9025 Feather River Court in the City of Las Vegas. I come here today as a religious leader in the community with the support of most of the people in the audience. We want to applaud Councilwoman McDonald and the City Council for the moral courage to suggest these ordinances be passed to benefit the decency and the children of our community. We would only ask that perhaps you consider the distances that have been proposed. We're, are somewhat concerned that these establishments could be located too closely to schools and parks and other religious facilities in the community. But we're very thankful that we're discussing this item here today.

MAYOR GOODMAN | Thank you very much. Anybody else, please?

RICHARD LEAVITT | My name is Richard Leavitt. I live at 6841 West Oakey. I'm speaking to the amendment. Allowing this in C-1 and C-2, my concern, yes, of course we don't want it locate next to the school or the church, but I don't want it located next to the ice cream parlor or the grocery store or the 7-11 either.

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C-1 and C-2, those zones, are for businesses that attract the general public. They advertise extensively. They want everyone who can come there to come there. And my grandchildren are invited into those C-1 and C-2 places. I believe that this activity is property zoned in the C, excuse me, in the, excuse me, I have to –

MAYOR GOODMAN: C-M.

COUNCILWOMAN McDONALD: C-M.

RICHARD LEAVITT: C-M Zone and that C-1 is too close to the ordinary activities of families and children and those who do not need to be burdened with this type of activity. And so I would propose that we not adopt the amendment, but rather restrict these activities solely to the C-M designation.

MAYOR GOODMAN: Thank you very much. Would anybody else like to be heard?

DONNA ASHJEN: Good afternoon my name is Donna Ashjen. I have eight children and I –

MAYOR GOODMAN: We – need an add, we need an address too, please.

DONNA ASHJEN: 20, 2920 Setting Sun.

MAYOR GOODMAN: Thank you.

DONNA ASHJEN: And I'm up here because my daughter is engaged in sports at the Bonanza High School and she occasionally walks to a friend's house, which is 1675 Belcastro. And it, she walks directly up and crosses the street at Oakey and Rainbow and occasionally she stops for an ice cream. I am very concerned. I am an at-home mother and I – generally pick her up, but there are times when I cannot do that. But, like I say, I have several children and I'm not senile yet. I'm still

working at it. And she is a very precious child and it means a great deal to me.

I've seen some wonderful people come up here and express their opinions about zoning and so forth and about being grateful that you have good attitudes and that you care to listen to the community. I appreciate that. But no one loves their daughter more than I do and I'm her mother. So, therefore because she is in school today, I represent her and I thank you for hearing me.

MAYOR GOODMAN: Thank you. Anybody else, please?

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ROD LEAVITT

My name is Rod Leavitt. I live at 1970 Terra Vista Way in Las Vegas. And my wife and I have five sons and one daughter, as well as another daughter, another teenage girl who is in need of a home. We are very concerned with their well-being and believe that this proposed ordinances help protect their well-being.

It's imperative that we provide our children with the safe and secure of an environment as possible. Bonanza High School, like many high schools in Las Vegas, are an open campus. Many, if not most of the kids, leave the campus for lunch. They frequent businesses in the area. After dealing with these ordinances, you will be considering an application that is in a center that has a sandwich shop and an ice cream parlor that are the closest foot outlets to Bonanza High School. They, the children also stop, shop at the stores in that center. We need to protect them and I believe that these, it's a serious mistake to expose our children to these types of businesses that are being considered here.

I've had the opportunity to represent Las Vegas and Nevada in several professional organizations and boards throughout the United States. In my travels with these groups I'm frequently asked how I can raise a family in Sin City. I'm proud to tell them that Las Vegas is a great place to raise kids, to raise a family. I tell them that, with except for the fact that we've got slot machines in our grocery stores, you wouldn't be able to tell the difference between their neighborhood in Astoria, Oregon or Lawrence, Kansas from – the one that I live in. I really do not want to be able to have to go to them and say, well, in addition to those slot machines in the – grocery stores we also have businesses that are associated with prostitution and trick roles in our neighborhood office and retail centers. I would appreciate your consideration and speak in favor of this – ordinance.

One other item is I would like to point out that we believe that 300, that I believe that 330 feet from a residential area is insufficient. In the, again in the application that you'll be looking at after this ordinance discussion, the zoning in that area is, requires that housing lots be a certain minimum size. The 330 feet would only recognize, would only represent two building lots away. So, that's not a very extended buffer by just saying two building lots away is – a good separation. I believe that 1000 or 1500 feet minimum is – much more appropriate. Thank you.

MAYOR GOODMAN

Thank you very much. Anybody else? You've already been heard. We have to give other people a chance. I'm sorry.

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UNIDENTIFIED FEMALE	Well, you're now talking about a broader issue.
MAYOR GOODMAN	That could well be, but we'll letting everybody speak.
LARRY MILLER	Mayor, Council members. Larry Miller, CEO of Peccole Nevada Corporation, 2928 Coastline Court, is my home address. I am here both as a Master Planned Community Developer and as a religious leader also. My kids and kids of my church attend church in this area and they tea, attend seminary close to Bonanza High School. And as a Master Planned Community and to, in support these bills, I do not want these type of uses creeping into our community and our residential. I am a native Las Vegan and I hope you know the developments that Peccole Family has been involved in. And we just, we know when it starts here it's going to be creeping into our outlaying areas. No longer can we offer the things that we offer in our communities to have these uses on the outside or coming into our communities, in our commercial uses. I'm very in favor and glad that this Council has supporting these bills and would not allow these things to creep. There is an area for these and I'm not sure where that is, but I'd like to keep them there and not in our communities where – we live. Thank you.
MAYOR GOODMAN	Thank you very much. Anybody else like to be heard?
MAY CLARK	Yes. In conjunction, oh. I'm here as May Clark today, a coordinator on POIZ and I'm excited to address the Council this, and the Mayor this morning. This, yes. What is the harm of a placard and a phone? This is the placard, would be the placard of a privileged license in a C-1 zone. This goes then with the story of the camel who asked to, for his nose to be in the tent. The wind is blowing. It's very dusty out here. Please, Mr. Tent man, let me put my nose in your tent. Well, a nose, that's okay. I have plenty of room in my tent. So he does. And then pretty soon, oh my eyes would feel so much better if my eyes were in the tent. And so he puts his whole head in the tent. And of course, rather than hold the story for another few hours, before long the entire camel was in the tent. And where do you think the tent maker was? Outside. I would use this as an analogy to what happens when we

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	allow this to go, start in our communities. Another thing, Mayor and Councilmen, despite the, and this goes with the testimony that was given on March 7, the physical location of business blank on the business license application supplement, shows that 1725 South Rainbow, Suite 19K, applicant Jeffery Schoor stated on March 7th and noted on page 13 of the verbated (sic) transcript, quote, we have stated we have no intention nor did we ever have intention to do business there at all, end of quote. My question to the Council and the Mayor is where then is the location of the business for which the applicants seek licensing? Thank you.
MAYOR GOODMAN	Thank you. Would anybody else like to be heard?
JUNE INGRAM	I'd like these handed out to the people. June Ingram, Charleston Neighborhood Preservation. I'm embarrassed to pass these around, but this is what we're going to be facing if this comes in there because we know that this can happen. I provided these for, the – plan wrappers for a reason. This is advertising for this type business. This was picked up, one of this was picked up at the Post Office, just across the way here. And so on, anyway back to the, they're going to have an office there, like I, I'm repeating what I said two weeks, and I firmly believe that. If they have a business nobody can come in, nobody can come out. They can't come in to pay their bills. They can't come in to sign up for services. How's this going to happen? Impossible. It's not real. They'd have to parachute in or send a mouse for a messenger or something, if the people are not going to come and come out. And these type people, I wouldn't think are the upper crest anyway. And we have post, the Post Office, we're close to the Post Office, ice cream parlor, drugstore and the – place is really cramped for space, for parking space. There's very little parking space. So, I would suggest that you, ask that you please don't okay this license.
MAYOR GOODMAN	Thank you.
JUNE INGRAM	Thank you.
MAYOR GOODMAN	Anybody else like to be heard?
JOE MAVIGLIA	Joe Maviglia, 4901 East Bonanza. What's interesting about what's going on here, is seeing our government at work doing what they feel is best for the people under the guidelines of statutes and law.

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

The people that want to put these particular businesses in, their particular locations are hopefully, are going to have to follow the law. And if the law allows them to operate legally, then that's the law. If the law by statute and location of distance protects the citizens through this Council and their City Attorney, then that's the law. And frankly what we have before us today is an issue of law and First Amendment rights. And if the First Amendment rights allow these people to conduct business and then go in and violate the law, then let them face the punishment of the law.

These are the things that we have to protect so that there'd be no burning of books and no violations of the constitutional rights of all of us as citizens. That's the law. So, we guide ourselves by the law and the laws that we can put on the books to protect the citizens, and that's your assignment, that's your duty, that's your job and that's what you're doing and keep it up. Thank you.

MAYOR GOODMAN	Anybody else like to be heard?
TODD FARLOW	Todd Farlow, 240 North 19th Street. There's been a lot of grandstand parading around here in this, and I'd like to say that some of these nine-year old kids now have more carnal knowledge than I do. So, I mean, let's be fair about this.
MAYOR GOODMAN	All right. Anybody else like to be heard? Mr. Jerbic?
CITY ATTORNEY BRAD JERBIC	Your Honor, before you get to Metro, I just want to interject a couple of thoughts, because it may help fine tune your questions. With respect to, first of all the application in Item Number 7 it is not affected by these bills. The – law that will be applied to them is the law as it exists today, not the laws that may or may not be amended by the Council. I needed to make that part of the record.
MAYOR GOODMAN	Okay. What is the law today, Mr. Jerbic?
CITY ATTORNEY BRAD JERBIC	The law today is that any privileged license in the City, and it remains the same even after this change, all privileged licenses that require a change of address or a change of location go before the City Council. In the future, changes of address and changes involving these kind of businesses will be looked at with respect to the law, which would say no with a home occupation permit, yes in C-1 and C-2, but only if you meet the four conditions, and definitely yes in C-M and M. That would still give the Council some discretion in the future to look at neighborhood concerns and the like, but

it'd be very limited discretion and there'd have to be a pretty substantial record once the law is passed.

Today there's no law prohibiting it at all. And therefore, anybody who wants to come in with a home occupation permit or wants to come in with a C-1 or C-2 application can do so. You still have the right to review it, but you will not have sent that message in advance that you've got some problems here and you need to meet some conditions before you come forward. So, as of today you need to have, when you look at the application itself, you'll need to look at the record as it pertains to this particular application, not – the general law.

MAYOR GOODMAN: Thank you.

CITY ATTORNEY BRAD JERBIC: The second point I wanted to make very briefly is that the gentleman who spoke earlier made a correct statement. There is a much different constitutional standard that will apply to entertainment services than escort bureaus. Escort bureau you just need a rational basis to pass this law. So, as you ask your questions and you hear from Metro, you'll be looking for the rational basis to support – each of those conditions.

When you look at the basis to support the four conditions, with respect to entertainment services, you need to meet the substantial governmental interest test, which is a very, very high test. So any testimony that needs to be developed, any questions that need to be asked, I needed to make you aware of those tests in advance so that you can ask the questions to develop the record, and then any motion at the end of it needs to include those facts in it.

MAYOR GOODMAN: Thank you very much. Okay, we'll hear from Metro.

DETECTIVE TONI WEEKS: Good morning Mr. Mayor, Council members. For the record, Detective Toni Weeks, representing Las Vegas Metropolitan Police Department. As I said in the last City Council meeting, we do support Item Number 72 and Number 73. We also support the amendments that you have made since the last meeting.

You had asked for a member of Vice to come and speak with you today and possibly answer any other questions that you had. Today I have Sergeant Brian Evans, who is prepared to speak to you.

MAYOR GOODMAN: Thank you. Sergeant?

SERGEANT BRIAN EVANS: Good morning, Your Honor and members of Council. Like

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

Toni just said, my name is Sergeant Brian Evans from Las Vegas Metropolitan Police Department, Vice Detail. I've been a police officer for 15 years and been in the Vice Detail for about six years. I've been conducting license investigations since about 1989, on and off. The one thing I can say about the LVMPD, Vice Detail, it's unique in the Vice Detail because we have legalized gaming here. Therefore we specialize in prostitution.

In the last 11 years I've been involved in numerous escort and outcall entertainment investigations and, basically, most all these are fronts for prostitution. The owners will sometimes try to hide beyond the fact that they have independent contractors working for them and they have no idea what goes on in the room. But nine out of ten times when these girls show up to a room, they would solicit an act of prostitution.

Currently in the County we have 125 outcall businesses, 16 of 'em for new applications in the last quarter. It's a very lucrative business and like again I said before, it's a front for prostitution.

Last week at a Council meeting, Your Honor made a reference to the three biggest lies. The one biggest lie in Las Vegas is that these businesses are legal. Knowledge that I'd like to make is that, if you go to a steak house and all you can find is seafood, after a while you're start calling it seafood – house. That's kind of what happens when we do our investigations in these outcall entertainment services.

There's never been a time where a girl has come to a room and has brought a stereo and has come and dance for an hour for entertain, entertainment fee and went back to the service. There was always an overt act to solicit an act of prostitution or get out of it if they come in a room and do know that we are undercover detectives.

I wanna kind of go into how they work. And basically what it is, is we'll lay a call into an entertainment service. On the phone they will go into a screening process, because we have learned through search warrants that they keep records of names that we've used in the past and places that we used in the past. They'll go through a screening process. If they send a girl out, they should go through another screening process where they'll check ID's. They look for credit cards. They look for airline receipts, anything to show that you are a guest of the motel for an extended period of time in order for them to go ahead and take care of their crime.

Once they get there, they look for their service fee upfront. The biggest problem we have with the service fee they get upfront is all the money goes back to the entertainment services. So these girls are basically have to work off their tips, which tends to lead to prostitution.

The biggest complaint we get out of 'em, citizens, is that they'll order a girl up, the girl will come to the room. They'll get their agreement for the service fee and the girl'll say, anything else, it's going to be more. Well, the guy says, well, I don't want anything else. The girls'll leave, take his money and they'll be in the room maybe two or three minutes.

The second biggest complaint we've got out of the entertainment services are trick rolls. And basically a trick roll is where girls'll come in and are looking to take the client's money any way they can. The other problem we've had with these places is sexual assault with the girls. We've also had some homicides take place in these entertainment service girls coming out to businesses.

Years ago we had a juvenile, who in fact was working out of an entertainment service that was murdered in of our local casinos. The problem that we've noticed with the businesses and last week in, I went out to businesses and videoed that there was a lot of traffic coming back and forth from the businesses because there are girls hang out of services waiting for calls. They're trying to get a relationship with the phone girl. There are pimps that are dropping their girls off to make their phone drops so they can get their money also.

There're also people handing out to try to rob the business because it is lucrative business. A cash business, a lot of business money at the place. A lot of them have been robbed. There are fights out front because boyfriend/girlfriends thing, pimp/prostitute get involved in these type of things. We've even had some shootings at some of these entertainment services during robberies or any other things.

I tried to be brief. If you have any questions, I'd be more than free to answer anything for you.

MAYOR GOODMAN

Okay. Well, it would be a fair statement, would it not, you kept talking about women being the, I guess, the – employees that are being sent out. This is not a – gender issue here. The –

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

SERGEANT BRIAN EVANS	No, it's not. There's also males working.
MAYOR GOODMAN	You bet there are. And when I had my – briefing on this, from 1996 to January 31st, 2001, an outcall service arrest were 765, and for us to think that it's just a female problem, that would be wrong. There were a substantial number of males who were involved and for us to think that it's an ethnic problem or a race problem, we'd be wrong, because apparently whites and Asians and Latins and blacks were all involved. So this cuts across every cross section, every fabric of the community. This is not just a woman, man, black, white, Latino, Asian issue. This – is the whole works. And I just want the record to reflect that and I'd like to make this part of the record, please, Ms. Clerk.
COUNCILWOMAN McDONALD	Yes Your Honor. The one question I would have of our Detective is it, the County does, do they have any laws or is it basically, you know, carte blanche, anyone can set up these type of operations anywhere? And if so, if all of these have been, if this has been your experience, why, what has been, have any of licenses – been pulled from these particular business owners, given this type of criminality?
SERGEANT BRIAN EVANS	There are a lot of factors involved in that and I am not in a position to do any mudslinging on, in certain entities. The –
COUNCILWOMAN McDONALD	I intended to, I was just trying to, for understanding – Right.
SERGEANT BRIAN EVANS	That, it's a real complicated issue as to why. We have put together cases against some of these entertainment service owners in the past. The D.A. Office has not prosecuted, 'cause they felt we didn't have enough evidence at the time to go forward with the prosecution, because like I said before, they hide beyond the mask that these girls are entertainment, independent contractors and they don't have any knowledge of what's going on in a room. Though, like I said before, the girls are required to bring almost an entire service fee back to the service and therefore, they're working for no money so they have to work off tips, which leads to prostitution.
MAYOR GOODMAN	Well, you could, you – Yes.
DETECTIVE TONI WEEKS	Coun, excuse me, Councilwoman McDonald, if I can answer that question in reference to the business license. In the County, it is a general business license for escort or outcall services. It is not a regulated business like it is in the City. So, if that answers your question.

CITY COUNCIL MINUTES
MEETING OF
MARCH 21, 2001

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

COUNCILWOMAN McDONALD	And so, this would, today, as we've said, we're much more stringent in this area than the County and with these ordinances even more so?
DETECTIVE TONI WEEKS	Absolutely.
MAYOR GOODMAN	Would it be a fair statement if somebody got, let's assume that we have, we pass this and somebody gets a license from us to work in the City that that license won't cover them in the County; correct?
DETECTIVE TONI WEEKS	That's correct.
MAYOR GOODMAN	And in the, the converse of that is also correct; is it not? That if in fact they got a license in the County, they could work in the City? Correct?
DETECTIVE TONI WEEKS	No. That is not correct. If they had a County general business license –
MAYOR GOODMAN	Yes.
DETECTIVE TONI WEEKS	– they would not be able to work in the City if they did not have a City license.
MAYOR GOODMAN	So, they would need a City license as well.
DETECTIVE TONI WEEKS	That's correct.
MAYOR GOODMAN	Even though the City is within the County.
DETECTIVE TONI WEEKS	That's correct.
MAYOR GOODMAN	Okay. Very good. Thank you. All right, any other questions? All right. I'll consider a motion at this point in time on, I guess, on Item Number 72, to begin with. Councilwoman?
COUNCILWOMAN McDONALD	I would – ask that, Brad Jerbic, do you have any extra final comments you'd like to offer for the record before we make the motion?
CITY ATTORNEY BRAD JERBIC	The only thing, as I stated before, whoever makes the motion ought to include the reasons that you found in the record to support the four conditions. There are a couple of conditions that I – think needed some comment. That is, why no signage, why no patrons and why no escort being dispatched. I think two of them speak for themselves. The – type of business and the crimes that

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

are associated with it, to the extent that they are associated with off-premises use, could well become associated with on-premises use if the patrons could come there and escorts could come there. And so that's why the restrictions are included.

No signage was included because in this particular application now that you'll – have next, you have a fairly innocuous name, but somebody could very well name one of these businesses, you know, Triple X Escort Girls or something, and the very sign itself has a harmful impact on a neighborhood because it holds itself out almost as a sexual oriented business and then starts to draw some of the secondary adverse effects that you might associate with one of those types of businesses. So, the – no signage was included as one of the conditions for that particular reason.

With that on the record, I don't have anything else to add and it's appropriate for the Council to discuss it at this time.

MAYOR GOODMAN: Very good. Councilman Brown?

COUNCILMAN BROWN: Mr. Jerbic, if you could, a couple of questions. As far as the – conditional use, if a business was to meet those four conditions, do we lose all discretion?

CITY ATTORNEY BRAD JERBIC: You'll lose quite a bit. What you're essentially saying is if you meet those conditions, you're okay. My opinion, it would now take something extraordinary that you would have to be in the record, have to be some testimony to support it that would allow you to legally sustain a denial of that application. I'm not saying that it's impossible by any means, but there are, you know, in every law exceptions. There are circumstances that you just can't anticipate. And so it's conceivable that there's a C-1 or C-2 location that meets all four conditions, but in spite of that, there's a terrible impact on something we can't anticipate right now. If that were true, that could be made part of the record and that could be the basis of a denial of that license transfer.

COUNCILMAN BROWN: And – versus a conditional use, a special use permit, why would we not choose a special use permit in a C-1, C-2 zone that apparently would give the Board more discretion on a – broader scale?

CITY ATTORNEY BRAD JERBIC: We were, this is the direction that we – took. We could, we did not receive the direction to put this in form of a use permit. We could consider that, if you'd like us to.

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

COUNCILMAN BROWN

I'm not – sure if that's to be considered. I just asked from a discretionary standpoint. Would one – outweigh the other as far as more authority of the Council?

CITY ATTORNEY BRAD JERBIC

I think as a use permit now, you're putting the burden on the back of the applicant to show why the use ought to be permitted. Either way, I think you're looking at a very similar record. The, it's just a matter of how much discretion you want staff to have on this. In this particular case, this has kind metamorphosized because the law as it exists today doesn't give staff a lot of direction, except it's permitted unless there's a record developed at the Council that would suggest why it's not permitted. This would give us a little more direction and you would give us even more direction if you went to a use permit. It's purely within the discretion of the Council.

COUNCILMAN BROWN

And – one other question, with the indulgence of the Council is, some of the comments offered today talked about the perception. Is there any case law or when we use our discretion or when we condition a use, is the perception of endangering the general welfare of the public, is that, does that have validity? Does that –

CITY ATTORNEY BRAD JERBIC

To the extent that it's a rational perception, to the extent that there could be a danger to children or there could be a harm to a community as a result of it. The harm doesn't always have to be an act of prostitution committed on site. It can be that, oh, let's hypothetically say that you didn't have any signage restrictions and you did have a business like this that went in that had a very lurid name and that was part of it's neon sign that went on a store right next to an Albertson's in a neighborhood. You could establish, I think, a record that would show that it's more than perception. The perception becomes a reality if people think it's a sexually oriented business. It begins to draw some of the problems of a sexually oriented business, even though when people arrive at the door they find it's not.

So, to a certain extent, I – would say that – yes, those kinds of cop-servations (sic) can have validity, but again they can't just be merely speculative. They – really have to have some basis in fact.

MAYOR GOODMAN

Thank you.

COUNCILWOMAN McDONALD

Okay, with that, Your Honor, I would make a motion for approval on Item 72 with just the following amendments. I would like to incorporate your suggestion that we direct the,

	actually that wouldn't be an amendment, but direct the City Attorney to come back with language for future ordinance as it relates to health cards and issuance and that that would be fast-tracked.
	I would also like to incorporate Councilman Brown's suggestions that for the C-1 and C-2 uses that that would be by Special Use Permit and I also would like to incorporate some of the comments offered by the public today and that we increase the distance requirements up for and make it to read 500 feet from any residentially zoned property and 1500 feet from any church, school or park measured in each case from property line to property line and both of those requirements must be met as it relates to Item 1 on both bills.
	And so with those amendments and direction to our staff, that would be my motion for approval.
MAYOR GOODMAN	All right. Thank you.
COUNCILMAN REESE	If I – could Your Honor, could I ask the **maker of the motion to also put in there, childcare facility**?
COUNCILWOMAN McDONALD	Yes, thank you.
RICHARD SERRANO	Mr. Mayor, could I just make one brief clarification?
MAYOR GOODMAN	No. No.
RICHARD SERRANO	Just on the – actual out, law on the licensing.
MAYOR GOODMAN	Not now, no. No, please. No, please. We have to – do this in an orderly fashion.
RICHARD SERRANO	I just want to quote a licensing note.
MAYOR GOODMAN	I said we have to do it in an orderly fashion.
RICHARD SERRANO	All right.
MAYOR GOODMAN	All right, there's a motion, with those amendments. Go to the motion, please. Post, please. Motion carries. **(Motion carried unanimously with M. McDonald excused).** And as to Item No 73?

VERBATIM TRANSCRIPT: ITEM 72 – BILL NO. 2001-22, ITEM 73 – BILL NO. 2001-23

COUNCILWOMAN McDONALD	**And Item 73, I make a motion for approval incorporating all of the amendments including Councilman Reese's amendments to include the measurements to apply to childcare facilities and all of the record that was entered into on Item 72, that that would be incorporated into the record for Item 73. My motion's for approval.**
MAYOR GOODMAN	Thank you. Vote on the motion, please. Post, please. Motion carries. **(Motion carried unanimously with M. McDonald excused).** Thank you.

(END OF DISCUSSION)

/da/ac;vwd

City of Las Vegas

Agenda Item No. 72

CITY COUNCIL MEETING OF MARCH 21,2001
City Attorney
Item 72 – Bill No. 2001-22

MINUTES:
NOTE: A Combined Verbatim Transcript of Item Nos. 72 [Bill No. 2001-22], and 73 [Bill No. 2001-23] is made a part of the Final Minutes under Item 72.[Bill No. 2001-22]

APPEARANCES
BRAD JERBIC, City Attorney
RICHARD SERRANO, 900 East Karen
MARY HUNTINGTON, 3110 South Tenaya Way
JEFFERY SCHOOR, 652 Peachy Canyon Circle
JOAN LEVITT, 6841 West Oakey
TONI WEEKS, Las Vegas Metropolitan Police Department
MATT LaCROIX, Clark County School District
CAROLYN EDWARDS, 3275 South Tioga Way
LEE HAYNES, 663 Number 11, Avenue D, Boulder City
TODD LARKIN, 9025 Feather River Court
RICHARD LEAVITT, 6841 West Oakey
DONNA ASHJEN, 2920 Setting Sun
ROD LEAVITT, 1970 Terra Vista Way
LARRY MILLER, 2928 Coastline Court
MAE CLARK, Charleston Neighborhood Preservation
JUNE INGRAM, Charleston Neighborhood Preservation
JOE MAVIGLIA, 4901 E. Bonanza
TODD FARLOW, 240 North 19th Street
SERGEANT BRIAN EVANS, Las Vegas Metropolitan Police Department
CYNTHIA STEINMAN, Bleu Limited
JIM DiFIORE, Manager, Finance and Business Services

(11:05 – 12:23)

2-1007

City of Las Vegas

Agenda Item No. 73

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

ABEYANCE ITEM - **Bill No. 2001-23** – Prohibits the operation of an outcall entertainment referral service business from a residential zone. Sponsored by: Councilwoman Lynette Boggs McDonald

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will prohibit the operation of an outcall entertainment referral service business from a residential zone. In addition, it will require such a business to be actually conducted from a fixed business location.

RECOMMENDATION:
The 3/5/2001 Recommending Committee referred this item to the Full Council for discussion with no recommendation.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 2/24/2001

BACKUP DOCUMENTATION:
Bill No. 2001-23

MOTION:
L.B. McDONALD - - Second Reading and BILL ADOPTED as Second Amendment and recommended as Ordinance No. 5309, adding the following conditions –

- **The distance requirements to read, "500 feet from any residentially-zoned property and 1500 feet from any church, school, child care facility or park measured in each case from property line to property line"**
- **Special Use Permits required for C-1 and C-2 uses**
- **Both requirements must be met as it relates to Item G. Operational Standards, Item 1 on Bill No. 2001-23**

UNANIMOUS – with M. McDONALD excused

City of Las Vegas

Agenda Item No. 73

CITY COUNCIL MEETING OF MARCH 21, 2001
City Attorney
Item 73 - Bill No. 2001-23

MINUTES:
NOTE: A Combined Verbatim Transcript of Item Nos. 72 [Bill No. 2001-22], and 73 [Bill No. 2001-23] is made a part of the Final Minutes under Item 72.[Bill No. 2001-22]

APPEARANCES
BRAD JERBIC, City Attorney
RICHARD SERRANO, 900 East Karen
MARY HUNTINGTON, 3110 South Tenaya Way
JEFFERY, 652 Peachy Canyon Circle
JOAN LEVITT, 6841 West Oakey
TONI WEEKS, Las Vegas Metropolitan Police Department
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LARRY MILLER, 2928 Coastline Court
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JUNE INGRAM, Charleston Neighborhood Preservation
JOE MAVIGLIA, 4901 E. Bonanza
TODD FARLOW, 240 North 19th Street
SERGEANT BRIAN EVANS, Las Vegas Metropolitan Police Department
CYNTHIA STEINMAN, Bleu Limited
JIM DiFIORE, Manager, Finance and Business Services

(11:05 – 12:23)

2-1007

City of Las Vegas

Agenda Item No. 74

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[ ] CONSENT [X] DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2001-24 – Allows additional medical-related uses in the C-PB Zoning District.
Sponsored by: Councilman Larry Brown

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Over the last few years, property in the C-PB (Planned Business Park) Zoning District has been approved for development with a variety of medical uses. The Zoning Code has not been updated to reflect that type of development in business parks. This bill will update the Zoning Code accordingly.

RECOMMENDATION:
ADOPTION at 3/21/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 3/10/2001

BACKUP DOCUMENTATION:
Bill No. 2001-24

MOTION:
WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5310 – UNANIMOUS with REESE not voting and M. McDONALD excused

Clerk to proceed with second publication

(12:23)
3-616

City of Las Vegas

Agenda Item No. 75

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2001-25 – Revises the setback requirements for patio covers. Proposed by: Bob Genzer, Acting Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise the Zoning Code setback requirements as they pertain to patio covers. Currently, patio covers have the same setback as the main structure, with the ability to extend further into the setback with the consent of neighboring property owners. This bill will simplify and standardize the requirements, and reduce staff work, by establishing a 15-foot setback for patio covers in the U, R-A and R-E Zoning Districts, and a 5-foot setback in the remaining residential districts.

RECOMMENDATION:
ADOPTION at 3/21/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 3/10/2001

BACKUP DOCUMENTATION:
Bill No. 2001-25

MOTION:
WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5311 – UNANIMOUS with REESE not voting and M. McDONALD excused

Clerk to proceed with second publication

(12:23 – 12:24)

City of Las Vegas

Agenda Item No. 76

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2001-26 – Establishes development standards for accessory structures in commercial and industrial zoning districts. Proposed by: Bob Genzer, Acting Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Zoning Code presently contains little in the way of development standards for accessory structures in commercial and industrial zoning districts. This bill will establish a list of such standards.

RECOMMENDATION:

ADOPTION at 3/21/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 3/10/2001

BACKUP DOCUMENTATION:

Bill No. 2001-26

MOTION:

WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5312 – UNANIMOUS with REESE not voting and M. McDONALD excused

Clerk to proceed with second publication

(12:24 – 12:25)

3-664

City of Las Vegas

Agenda Item No. 77

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[ ] CONSENT [X] DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2001-27 – Amends the Zoning Code to provide for the expiration of Site Development Plans. Sponsored by: Councilman Michael Mack

Fiscal Impact

[X] No Impact — Amount:
[ ] Budget Funds Available — Dept./Division:
[ ] Augmentation Required — Funding Source:

PURPOSE/BACKGROUND:
The Zoning Code currently does not address the duration of an approved Site Development Plan. In cases where development is delayed, conditions may change and a Site Development Plan may no longer be appropriate–at least without further review. This bill will establish a default two-year limit on Site Development Plans, subject to extension where applied for and approved.

RECOMMENDATION:
ADOPTION at 3/21/2001 City Council meeting pursuant to the 3/5/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 2/21/2001; First Publication – 3/10/2001

BACKUP DOCUMENTATION:
Bill No. 2001-27

MOTION:
WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5313 – UNANIMOUS with M. McDONALD excused

Clerk to proceed with second publication

(12:25 – 12:26)
3-687

City of Las Vegas

Agenda Item No. 78

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ CONSENT ☒ DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2001-28 – Amends the Zoning Code to expand the applicability of the residential adjacency standards. Sponsored by: Councilwoman Lynette Boggs McDonald

Fiscal Impact

X	**No Impact**	**Amount:**
	Budget Funds Available	**Dept./Division:**
	Augmentation Required	**Funding Source:**

PURPOSE/BACKGROUND:
The Zoning Code includes residential adjacency standards designed to protect single-family residences from the impacts of nonresidential development. It has been determined that such protection should be extended to townhouse and condominium uses and should also protect such development from the impacts of adjacent multi-family development. This bill will accomplish the expansion of the protections of the residential adjacency standards.

RECOMMENDATION:
This bill was forwarded as a First Amendment to the full Council at the 4/4/2001 City Council meeting without recommendation pursuant to the 3/19/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 3/7/2001; First Publication – 3/24/2001

BACKUP DOCUMENTATION:
None

MOTION:
None required.

MINUTES:
Recommendation noted.

4/4/2001 Council Agenda

City of Las Vegas

Agenda Item No. 79

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2001-29 – Prohibits the use "Animal Hospital, Clinic, Shelter or Boarding/Kennel with Outside Pens" in the U, R-A and R-E Zoning Districts. Proposed by: Bob Genzer, Acting Director of Planning and Development

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

It has been determined that commercial animal-related uses with pens located outdoors are no longer appropriate in low-density residential areas. This bill will eliminate the ability to locate those uses in the U, R-A and R-E Zoning Districts.

RECOMMENDATION:

STRIKE at the 3/21/2001 City Council meeting pursuant to the 3/19/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 3/7/2001

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to bring forward and STRIKE Items 51 and 79 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no discussion.

(9:12 – 9:16)

1-232

City of Las Vegas

Agenda Item No. 80

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[ ] CONSENT [X] DISCUSSION

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2001-30 – Repeals LVMC 2.09.170, relating to the organization of the Department of Neighborhood Services. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Last year the Council adopted Ordinance No. 5247, which deleted from the Municipal Code the specific listing of divisions within the various departments and authorized the City Manager to establish and change divisions as necessary. When Ordinance No. 5247 was adopted, it did not take into account an ordinance adopted just two months earlier (No. 5232), which listed the divisions of the Department of Neighborhood Services but had not yet been published in the Code. This bill will repeal the section adopted by Ordinance No. 5232 so as to accomplish the intent of Ordinance No. 5247.

RECOMMENDATION:
ADOPTION at 4/4/2001 City Council meeting pursuant to the 3/19/2001 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 3/7/2001; First Publication – 3/24/2001

BACKUP DOCUMENTATION:
None

MOTION:
None required.

MINUTES:
4/4/2001 Council Agenda

City of Las Vegas

Agenda Item No. 81

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:
NEW BILL:

Bill No. 2001-31 – Ordinance Creating Special Improvement District No. 1482 - Gowan Road (Metro Park) from Hualapai Way to Jenson Street. Sponsored by: Step Requirement

Fiscal Impact

[ ]	**No Impact**	**Amount:** $ 101,170.79
[ ]	**Budget Funds Available**	**Dept./Division:** PW/SID
[X]	**Augmentation Required**	**Funding Source:** Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:
The installation of pavement, continuous left turn lane, "L" type curb and gutter, sidewalks, commercial driveway approach, sewer laterals, and streetlights.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2001-31

MOTION:
None required.

MINUTES:
First Reading – Referred – COUNCILMEN WEEKLY and REESE

4/2/2001 Recommending Committee
4/4/2001 Council Agenda

(12:25 – 12:27)
3-705

City of Las Vegas

Agenda Item No. 82

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2001-32 – Annexation No. A-0001-01(A) – Property Location: On the south side of Alexander Road approximately 600 feet east of Durango Drive; Petitioned By: Albert Massi, et. al; Acreage: 16.00 acres; Zoned: R-E (County Zoning), U (L) (City Equivalent); Sponsored by: Councilman Larry Brown

Fiscal Impact

[X] No Impact — Amount:

[ ] Budget Funds Available — Dept./Division:

[ ] Augmentation Required — Funding Source:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property located on the south side of Alexander Road, approximately 600 feet east of Durango Drive. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (April 27, 2001) is set by this ordinance.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2001-32 and Location Map

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEN WEEKLY and REESE

4/2/2001 Recommending Committee
4/4/2001 Council Agenda

(12:25 – 12:27)

3-705

City of Las Vegas

Agenda Item No. 83

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [ ] CONSENT [X] DISCUSSION

SUBJECT:
NEW BILL:

Bill No. 2001-33 – Revises certain Municipal Code provisions regarding the stopping, standing and parking of vehicles. Proposed by: Michael Sheldon, Director of Detention and Enforcement

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
This bill updates the provisions of the Municipal Code regarding the parking of oversize vehicles on residential streets by establishing an overall length limitation of twenty-four feet. The bill also makes other minor technical changes.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action

BACKUP DOCUMENTATION:
Bill No. 2001-33

MOTION:
None required.

MINUTES:
First Reading – Referred – COUNCILMEN WEEKLY and REESE

4/2/2001 Recommending Committee
4/4/2001 Council Agenda

(12:25 – 12:27)
3-705

City of Las Vegas

Agenda Item No. 84

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:
NEW BILL:

Bill No. 2001-34 – Assigns to the Planning Commission the consideration of zoning variances and similar zoning matters. Sponsored by: Councilman Michael Mack

Fiscal Impact

☐	**No Impact**	**Amount:** $400/month*
☐	**Budget Funds Available**	**Dept./Division:**
☐	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
Last year the City Council adopted an ordinance to eliminate the Board of Zoning Adjustment (BZA) and assign the hearing of BZA items to either a hearing officer, the Planning Commission or the Council itself. It is now recommended that items currently being heard by a hearing officer be assigned to the Planning Commission for hearing. This bill will implement that recommendation.

*Estimated savings in costs (hearing officer compensation and staff overtime).

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action

BACKUP DOCUMENTATION:
Bill No. 2001-34

MOTION:
None required.

MINUTES:
First Reading – Referred – COUNCILMEN WEEKLY and REESE

4/2/2001 Recommending Committee
4/4/2001 Council Agenda

(12:25 – 12:27)
3-705

City of Las Vegas

Agenda Item No. 85

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
NEW BILL:

Bill No. 2001-35 - Bond ordinance providing for the issuance by the City of Las Vegas of its Special Improvement District No. 808 (Summerlin Area) Local Improvement Bonds, Series 2001, in the amount of $46,000,000 - Ward 2 (L.B. McDonald)

Fiscal Impact

[X] No Impact — **Amount:** $46,000,000
[ ] Budget Funds Available — **Dept./Division:** Public Works/Finance
[ ] Augmentation Required — **Funding Source:** Assessment Liens

PURPOSE/BACKGROUND:
The bonds are being issued by the City purusuant to the Nevada Consolidated Local Improvement Law (NRS 271) in order to finance the acquisition of certain public improvements for property located in the City's Special Improvement District No. 808 pursuant to the Development and Financing Agreement between the developer (Howard Hughes Corporation) and the City. The bonds do not constitute a debt of the City.

RECOMMENDATION:
This bill should be submitted to a recommending committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2001-35

MOTION:
None required.

MINUTES:
First Reading – Referred – COUNCILMEN WEEKLY and REESE

4/2/2001 Recommending Committee
4/4/2001 Council Agenda

(12:25 – 12:27)
3-705

MEETING RECESSED AT 12:27 P.M.

City of Las Vegas

Agenda Item No. 86

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: CITY CLERK
DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ CONSENT ☐ DISCUSSION

SUBJECT:
Any items from the afternoon session that the Council, staff, and/or the applicant wishes to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

MOTION:
REESE – Motion to bring forward and HOLD IN ABEYANCE Item 91 [GPA-0001-01], Item 92 [Z-0001-01] and Item 100 [Z-0108-00(1)] to 4/4/2001 – UNANIMOUS with M. McDONALD excused

MINUTES:
COUNCILMAN WEEKLY made a request to recall Item 79 [Bill 2001-29] in order to address confusion over whether the item had been stricken from the agenda during the morning session. A second motion during the afternoon session by COUNCILMAN REESE to strike carried unanimously with M. McDONALD excused.

COUNCILMAN WEEKLY requested that Item 91 [GPA-0001-01] and Item 92 [Z-0001-01] be held in abeyance for two weeks to give the applicant additional time to speak with the landowner, as well as Planning staff.

(1:16 – 1:19)
4-28

COUNCILMAN MACK disclosed that TERRY MURPHY, who is working on his campaign, is a consultant for Kaufman & Broad for Item 91 [GPA-0001-01] and Item 92 [Z-0001-01] and that he has not discussed these items with him.

There was no further discussion.

(1:21 – 1:22)
4-177

City of Las Vegas

Agenda Item No. 87

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE ☐ CONSENT ☒ DISCUSSION

SUBJECT:
Public hearing on local improvement district regarding: Special Improvement District No. 1475 - Westcliff Drive from Cimarron Road to Rainbow Boulevard. ($52,003.45 - Capital Improvement Projects Fund - Levy of Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☐	No Impact	**Amount:** $52,003.45
☐	Budget Funds Available	**Dept./Division:** PW/SID
X	Augmentation Required	**Funding Source:** CIP Fund

PURPOSE/BACKGROUND:
Installation of curb and gutter, sidewalk, street lights, water, and sewer laterals. Costs will be recovered over a ten-year period.

RECOMMENDATION:
Public hearing only; no action required

BACKUP DOCUMENTATION:
Notice of Public Hearing

MOTION:
None required

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

RICHARD GOECKE, Director, Public Works Department, explained that the improvements are in place and that the costs will be recovered over a ten-year period.

No one appeared in opposition.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:19 – 1:21)

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1475 - WESTCLIFF DRIVE (CIMARRON ROAD TO RAINBOW BOULEVARD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2001-1 for City of Las Vegas, Nevada, Special Improvement District No. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on February 21, 2001, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours. The boundaries of the District are described in the Special Improvement District No. 1475 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

Westcliff Drive (NORTH SIDE) - from a point approximately 324-feet east of the centerline of Rock Springs Drive east along the Northerly right-of-way line approximately 448-feet (120-foot right-of-way).

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracks of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis; provided that those tracts which front a cul-de-sac which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of curb and gutter, sidewalks and streetlights, where not already existing. The owners of property who elected to have water or sewer laterals installed will be assessed per foot of lateral installed on a per service or unit lot basis. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon, each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of such tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and any parties aggrieved by such assessments on Wednesday, March 21, 2001, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, March 16, 2001, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, or of the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally, and the City Council shall have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective; or all or any part of such assessments may, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal until paid in full with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds" which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding two percent (2%) per month) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this February 21, 2001.

BARBARA JO RONEMUS, City Clerk

(End of Form)

City of Las Vegas

Agenda Item No. 88

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM [ ] CONSENT [X] DISCUSSION

SUBJECT:
Public hearing to consider the report of expenses to recover costs for abatement of nuisances located at 8200 Windrush Avenue. PROPERTY OWNER: DAYBREAK CHRISTIAN FELLOWSHIP - Ward 1 (M. McDonald)

Fiscal Impact

[ ]	**No Impact**	**Amount:**	$3,208.50
[X]	**Budget Funds Available**	**Dept./Division:**	Neighborhood Services/Response
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:
The subject property was corrected by removing the abandoned trailer, trash, debris, limbs, car parts, and cement and posting a "No Trespassing" sign on the property. The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired K.O. Construction to abate the problem.

RECOMMENDATION:
That the City Council: 1. Approve the report of expenses in the amount of $3,208.50 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

MOTION:
REESE – APPROVED the action of Neighborhood Services – UNANIMOUS with M. McDONALD excused

City of Las Vegas

Agenda Item No. 88

CITY COUNCIL MEETING OF MARCH 21, 2001
Neighborhood Services Department
Item 88 – 8200 Windrush Avenue

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

DAVID SEMENZA, Neighborhood Services, presented a video of the subject property, and stated that the vacant lot was being used for dumping. All trash and debris, including an abandoned trailer, were removed and a no trespassing sign was posted. The condition of the property was declared a public hazard and the Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired K.O. Construction to abate the problem. He recommended that the City Council approve the report of expenses in the amount of $3,208.50 in order that a Notice and Lien of Assessment be filed and recorded with the Clark County Treasurer.

No one appeared in opposition.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:21 – 1:23)

4-160

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 21, 2001
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisances located at 8200 WINDRUSH AVENUE. PROPERTY OWNER: DAYBREAK CHRISTIAN FELLOWSHIP - Ward 1 (M. McDonald)

Work was completed by K.O. Construction on January 13, 2001, at a cost of $2,790.00 plus a 15% administrative fee for a total of $3,208.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of Nuisances", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

CITY COUNCIL MEETING OF MARCH 21, 2001 Pg. 1136

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: David Semenza, Manager – Neighborhood Response Division Dave Semenza

CC: File

Date: February 21, 2001

Re: Report of Expenses for the abatement of Nuisance located at 8200 Windrush Avenue - Ward 1 (M. McDonald)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance", the Department of Neighborhood Services caused the above-referenced property to be corrected by removing the abandoned trailer, trash, debris, limbs, car parts, cement and posting a "No Trespassing" signs on the property.

Work was completed on January 13, 2001, by K.O. Construction at a cost of $2,790.00 and was accepted by the Department of Neighborhood Services.

Contract Amount	$ 2,790.00
AMOUNT DUE	$ 2,790.00
Administrative processing fee	418.50
TOTAL AMOUNT DUE	$ 3,208.50

OWNER OF RECORD: DAYBREAK CHRISTIAN FELLOWSHIP

PROPERTY ABATED: 8200 Windrush Avenue

ASSESSOR'S PARCEL: 163-04-101-011

LEGAL DESCRIPTION: PT NE4 NW4
SEC 04 21 60

DS:jl

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of K.O. CONSTRUCTION INC [Contracting Entity] and all persons and entities holding more than a 1% interest in [Contracting Entity] K.O. CONST INC or any principal of [Contracting Entity] K.O. CONSTRUCTION INC are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. CHRIS HARRISON	4855 W. MAULDING AVE	702-361-4221
2. EDWARD KOPF	LAS VEGAS, NV 89139	
3. ROSE KOPF		
4.		
5.		
6.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

[Contracting Entity] K.O. CONSTRUCTION INC

By: [signature]

Subscribed and sworn to before me this 28 Day of October 1999.

Nancy Nickle
Notary Public

NANCY NICKLE
Notary Public - Nevada
No. 88-1453-1
My appt. exp. May 15, 2002

NOTICE OF PUBLIC HEARING
MARCH 21, 2001

Pursuant to Title 9, Chapter 12 of the Las Vegas Municipal Code NOTICE IS HEREBY GIVEN THAT ON **Wednesday, MARCH 21, 2001** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

> Abatement of the property by cleaning and removing all litter, trash and debris on property located at **8200 WINDRUSH AVENUE** legally described as **PT NE4 NW4 SEC 04 21 60** Owner of record at time of abatement: **DAYBREAK CHRISTIAN FELLOWSHIP – WARD 1 (M. McDONALD)**
>
> The Director of Neighborhood Services certifies in the report that the sum of $3,208.50 was expended ($2,790.00 to K. O. CONSTRUCTION for cleaning the property and $418.50 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

Complaint 101100-012 8200 WINDRUSH AVE

T/D, CAR PARTS, ETC DUMPED IN THIS VACANT LOT AT CORNER OF CIMARRONACROSS FROM WINDRUSH-PARCEL#16304101011

Litter Violations: Trash and Debris Taken By: RD

>> 1 Open This is 1 of 3.

Ward 1 4- 2517-25
Area 2

Parcel:

Complainant:
Respond To:
Phone:
Owner: DAYBREAK CHRISTIAN FELLOWSHIP

Spl. Project:

****

10-12-00	18) REFER TO CODE ENFORCEMENT FOR NOTICE TO OWNER. SEE MAP
10-24-00	21)took pix of property,researched ownership
10-25-00	21)REFER TO OFFICE N&O TO ABATE ALL T/D,CLEAN LOT PARCEL#16304101011
11-02-00	JC) SENT A N&O VEH LETTER TO PROPERTY OWNER DAYBREAK CHRISTIAN FELLOWSHIP
11-13-00	JC) REC'D CERT CARD SIGNED ON 11/9 CB 11/27
11-27-00	21) PROPERTY SAME. NO ABATEMENT, REFER TO OFFICE FOR ABATEMENT PROCESS
11-28-00	LD) FAXED BID TO CONTRACTORS-DUE BACK 12-4
12-05-00	LD) REC'D BIDS FROM CONTRACTORS (1) K O CONSTRUCTION $2,790.00 (2) WEAVER CONSTRUCTION $7,710.00 LD) SENT BEFORE ABATEMENT LETTER-POST 12-6/CB 12-19
12-07-00	21)property same, T/D -DUMPED,,POSTED 10 DAY ABATEMENT
12-19-00	25)PROPERTY SAME, NOW A SOFA ON PROPERTY ALSO, SEE PIX, REFER TO OFFICE TO PROCEED WITH ABATMENT
12-28-00	LD) GAVE BEFORE ABATEMENT VIDEO REQUEST FORM TO 25 LD) CERT LETTER RETURNED-UNCLAIMED
01-05-01	24)BEFORE ABATEMENT VIDEO RECORDED. SCAT DEBRIS, CONRETE RUBBLE, OLD UTIL POLES, PALM FRONDS, & TRIM'S DUMPED HERE, GROC CARTS, BUCKETS, & PATCHES OF OVERGROWN VEG. FORWARD TO LD/DS TO PROCEED W/CONT ABATE.
01-08-01	JL)10 NOTICE AND ORDER RECORDED BOOK 20010108 INST: 00128.
01-09-01	LD) AWARDED TO K O CONSTRUCTION TO ABATE 1-12
01-16-01	LD) SPOKE W/CHRIS FROM K O-PROPERTY ABATED-GAVE AFTER ABATEMENT VIDEO FORM TO PH
01-17-01	24)FILMED POST VIDEO, LOOKS GREAT, ALL RUBBLE, BATTERIES, DEBRIS REMOVED. ONLY 3 ITEMS ON SITE; DISCARDED REALTY SIGN, WHITE TUBING, & A GROCERY CART. PER TELCON W/CHRIS @ K O, WILL REMOVE ASAP. REFER TO LD/DS
01-25-01	LD) SENT INVOICE TO FINANCE & GAVE FILE TO JL
02-21-01	JL)SENT REPORT OF EXPENSE LETTER SENT CERT/REGULAR MAIL TO

Complaint 101100-012 continued

Page 2

COUNCIL 3/21/01.
02-28-01 JL)REC'D CERT CARD BACK SIGNED.

101100-012

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **DAYBREAK CHRISTIAN FELLOWSHIP** (Reputed Owner(s)) At time of abatement

On **January 12, 2001**, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of nuisance/litter on the following property after due notification.

Assessor's Parcel No.:	**163-04-101-011**
Commonly known as:	**8200 Windrush Avenue**
Legal Description:	**PT NE4 NW4**
	SEC 04 21 60

Expenses in the amount of **$3,208.50** were incurred by the City of Las Vegas in the above dangerous condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 21, 2001**, ordered the above charges in the amount of **$3,208.50**, assessed against the property by means of a Lien of Assessment, such lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date.

This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

Barbara Jo Ronemus

BARBARA JO RONEMUS
400 Stewart Avenue
Las Vegas, NV 89101
Telephone: (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated therein are true of her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

Barbara Jo Ronemus

BARBARA JO RONEMUS
CITY CLERK

SUBSCRIBED and SWORN to before me
this 22nd day of March, 2001

Beverly K. Bridges

NOTARY PUBLIC, in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

WHEN RECORDED, RETURN TO:

CITY OF LAS VEGAS
DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

City of Las Vegas

Agenda Item No. 89

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM [ ] CONSENT [X] DISCUSSION

SUBJECT:
Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 713 W. Adams Avenue. PROPERTY OWNER: USA - Ward 5 (Weekly)

Fiscal Impact

[ ]	No Impact	**Amount:** $1,786.76
[X]	Budget Funds Available	**Dept./Division:** Neighborhood Services/Response
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
The subject property was corrected by securing, boarding, cleaning the vacant house, removing all trash, debris and high/dry vegetation and posting a "No Trespassing" sign on the property. The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired Weaver Construction to abate the problem.

RECOMMENDATION:
That the City Council: 1. Approve the report of expenses in the amount of $1,786.76 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

MOTION:
WEEKLY – APPROVED the action of Neighborhood Services – UNANIMOUS with M. McDONALD excused

City of Las Vegas

Agenda Item No. 89

CITY COUNCIL MEETING OF MARCH 21, 2001
Neighborhood Services Department
Item 89 – 713 W. Adams Avenue

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

DAVID SEMENZA, Neighborhood Services, presented photographs of the subject property and explained that the U.S. Marshall's office seized the property. The property was cleaned of all debris and vegetation, and secured by boarding a window and a door, as well as posting no trespassing signs. The condition of the property was a public hazard and a nuisance. The property was declared in violation and started legal notification with the U.S. Marshall's office. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired Weaver Construction to abate the problem. He recommended that the City Council approve the report of expenses in the amount of $1,786.76 in order that a Notice and Lien of Assessment be filed and recorded with the Clark County Treasurer.

MAYOR GOODMAN verified with MR. SEMENZA that a lien is automatically placed on a property, regardless of whether the property is privately owned or owned by the federal government. As far as whether the lien accrues interest, MR. SEMENZA replied that the Department of Finance handles that aspect of the lien.

No one appeared in opposition.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:23 – 1:26)

4-227

City of Las Vegas

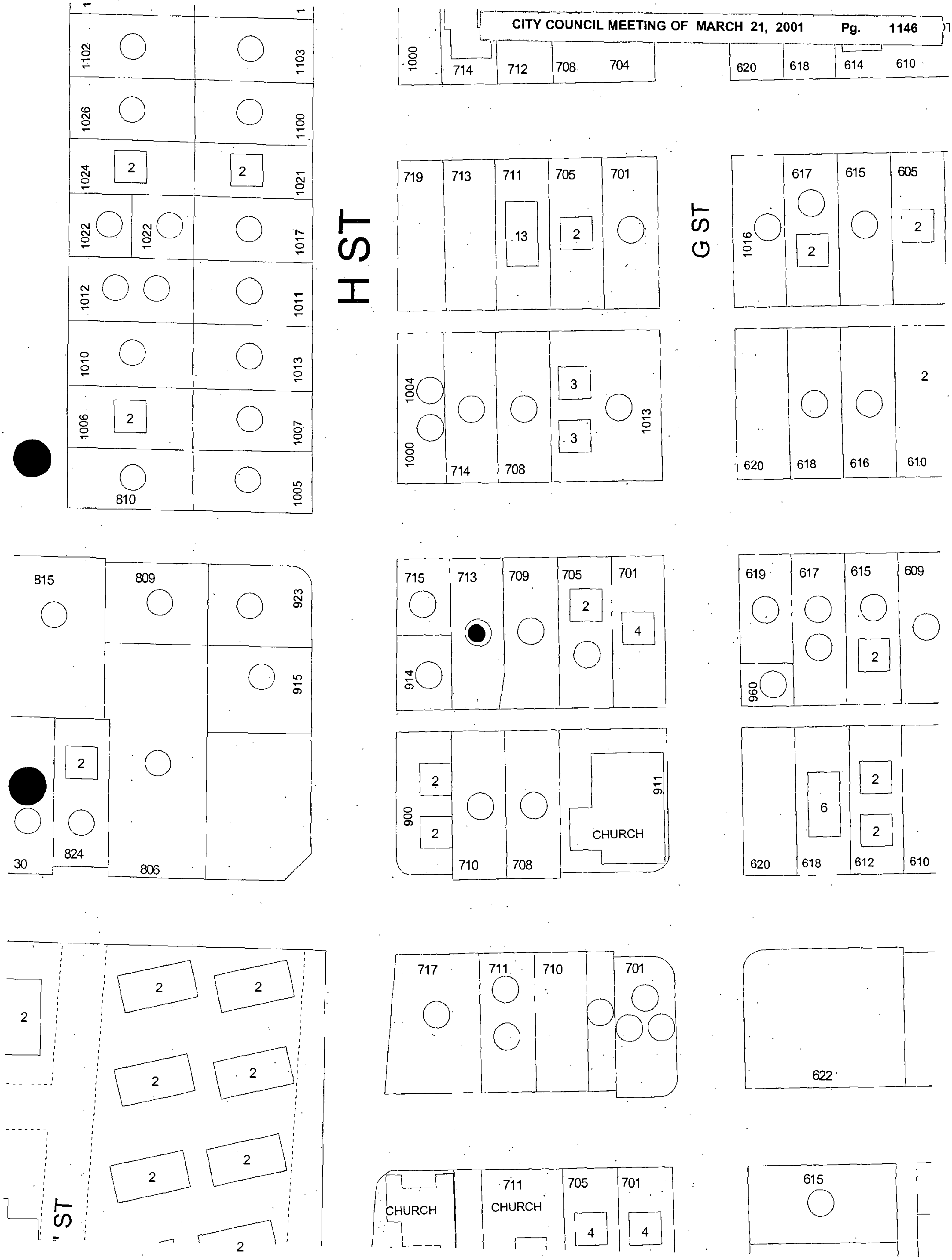
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 21, 2001
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 713 W. ADAMS AVENUE. PROPERTY OWNER: USA - Ward 5 (Weekly)

Work was completed by Weaver Construction on February 1, 2001, at a cost of $1,553.71 plus a 15% administrative fee for a total of $1,786.76.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of Dangerous Building", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.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Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: David Semenza, Manager – Neighborhood Response Division Dave Semenza

CC: File

Date: February 28, 2001

Re: Report of Expenses for the abatement of Dangerous Building located at 713 W. Adams Avenue - Ward 5 (Weekly)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building", the Department of Neighborhood Services caused the above-referenced property to be corrected by securing, boarding, and cleaning the vacant house. Removing all trash, debris and high/dry vegetation and posting a "No Trespassing" sign on the property.

Work was completed on February 1, 2001, by Weaver Construction at a cost of $1,553.71 and was accepted by the Department of Neighborhood Services.

Contract Amount	$ 1,553.71
AMOUNT DUE	$ 1,553.71
Administrative processing fee	233.05
TOTAL AMOUNT DUE	$ 1,786.76

OWNER OF RECORD: USA

PROPERTY ABATED: 713 W. Adams Avenue

ASSESSOR'S PARCEL: 139-27-210-121

LEGAL DESCRIPTION: HFM & M ADD
PLAT BOOK 1 PAGE 47
PT LOT 10 BLOCK 32

DS:jl

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

NOTICE OF PUBLIC HEARING
MARCH 21, 2001

Pursuant to Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code. NOTICE IS HEREBY GIVEN THAT ON **Wednesday, MARCH 21, 2001,** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORTS OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

> Abatement of the dangerous building by securing and boarding the vacant house and cleaning the property located at **713 W. ADAMS AVENUE** legally described as **HFM & M ADD, PLAT BOOK 1, PAGE 47, PT LOT 10 BLOCK 32** Owner of record at time of abatement: **USA- Ward 5 (WEEKLY)**
>
> The Director of Neighborhood Services certifies in the report that the sum of $1,786.76 was expended ($1,553.71 to Weaver Construction for demolishing the structure and removing all litter, trash and debris on the property and $233.05 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

Complaint 091200-061 713 W ADAMS AVE

HOUSE OPEN/VACANT, TRASH/DEBRIS IN ALL YARDS, VAGRANT ACTIVITY

Dangerous Building: Vacant Building Taken By:

>> 1 Open This is 8 of 11.

Ward 5 1- 2325-41
Area 3

Parcel: 139 27 210 121

USA
WASHINGTON DC 20260
H F M & M ADD
PLAT BOOK 1 PAGE 47
PT LOT 10 BLOCK 32

Complainant:
Respond To:
Phone:
Owner: USA

Spl. Project:

****

01-10-00	proceed with abatement 25)sent file to LD
09-12-00	25)OLD COMP. NOT CLOSED YET BUT IS FROM 1999, CREATING A NEW COMPLAINT FOR OPEN BLDG. PICTURES TAKEN, COMPLAINT VERIFIED, SENT TO OFFICE FOR N&O DANG. LETTER.
09-21-00	LD) SENT DANG BLDG LETTER TO OWNER-POST 9-22/CB 10-3
09-26-00	25)posted N&O DANG;
10-02-00	LD) REC'D CERT CARD SIGNED
11-07-00	25) NOT CLEAN. HIGHWEEDS T/D PIX, HOUSE STILL OPEN & TRASHED REFER TO LD TO START ABAEMENT
11-10-00	LD) I HAVE FILE & NOT CLEAN, HIGH WEEDS, TRASH & DEBRIS, PIX TAKEN, WILL FORWARD TO 25
11-14-00	LD) FAXED BID TO CONTRACTORS-DUE BACK 11-17
11-20-00	LD) NO BIDS REC'D FAXED BID AGAIN-DUE BACK 11-22
11-27-00	LD) REC'D BIDS FROM CONTRACTORS (1) WEAVER CONSTRUCTION $1,556.00 (2) K O CONSTRUCTION $1,896.00 LD) SENT BEFORE ABATEMENT LETTER-POST 11-28/CB 12-11
11-28-00	25) POSTED 10 DAY NOTICE BEFORE ABATEMENT, PICS TAKEN, SAME COND.
12-27-00	25)same condition as last pictures taken, refer to office to
01-10-01	proceed with abatement 25)sent file to LD
01-11-01	LD) EMAILED DS FOR GO AHEAD ON ABATEMENT
01-18-01	LD) GOT GO AHEAD FOR ABATEMENT-GAVE BEFORE ABATEMENT VIDEO FORM TO PH
01-20-01	24)PRE VIDEO COMPLETED. HI WEEDS, T/D IN FRONT YARD. SCAT DEBRIS, GLASS, DIS MATTRESS & JUNK IN REAR ALSO. HI WEEDS & LITTER EACH SIDE OF THE BLDG TOO. REAR DOOR IS OPEN EVEN THO SECURITY DOOR IS LOCKED, IT'S BENT & INTERIOR IS TRASHED..REAR YARD IS ACCESSIBLE THRU OPENING IN CHAIN LINK FENCE. REFER TO LD/DS
01-29-01	LD) N&O RECORDED BOOK: 20010129 INST: 00461
01-31-01	LD) FAXED AWARD LETTER TO WEAVER CONSTRUCTION-WILL ABATE 1-31

Complaint 091200-061 continued

Page 2

02-06-01	LD) REC'D INVOICE-GAVE AFTER ABATEMENT VIDEO FORM TO PH
02-08-01	24) POST ABATEMENT VIDEO TAKEN. CONDITION: BOARDED, SECURE, NICELY DONE.
02-23-01	LD) SENT INVOICE TO FINANCE
02-27-01	LD) GAVE FILE TO JL
03-01-01	JL)SENT REPORT OF EXPENSE LETTER CERT/REGULAR MAIL TO PROPERTY OWNERS; TO BE HEARD AT PUBLIC HEARING ON 3/21/01.

091200-061

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **USA** (Reputed Owner(s)) At time of abatement

On **January 31, 2001**, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of nuisance/litter on the following property after due notification.

Assessor's Parcel No.:	**139-27-210-121**
Commonly known as:	**713 W. Adams Avenue**
Legal Description:	**HFM & M ADD**
	PLAT BOOK 1 PAGE 47
	PT LOT 10 BLOCK 32

Expenses in the amount of **$1,786.76** were incurred by the City of Las Vegas in the above dangerous condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 21, 2001**, ordered the above charges in the amount of **$1,786.76**, assessed against the property by means of a Lien of Assessment, such lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date.

This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

Barbara Jo Ronemus

BARBARA JO RONEMUS
400 Stewart Avenue
Las Vegas, NV 89101
Telephone: (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated therein are true of her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

Barbara Jo Ronemus

BARBARA JO RONEMUS
CITY CLERK

SUBSCRIBED and SWORN to before me
this 22nd day of March, 2001

Beverly K Bridges

NOTARY PUBLIC, in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

WHEN RECORDED, RETURN TO:

CITY OF LAS VEGAS
DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

City of Las Vegas

Agenda Item No. 90

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 21, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM [ ] CONSENT [X] DISCUSSION

SUBJECT:
Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 209 Bruin Way. PROPERTY OWNER: DARRYL E. BURNS - Ward 2 (L.B. McDonald)

Fiscal Impact

[ ]	No Impact	**Amount:**	$2,587.37
[X]	Budget Funds Available	**Dept./Division:**	Neighborhood Services/Response
[ ]	Augmentation Required	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:
The subject property was corrected by securing, boarding, cleaning the vacant house, and removing all trash, debris and high/dry vegetation from all yards, and draining the pool and posting a "No Trespassing" sign on the property. The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired Weaver Construction to abate the problem.

RECOMMENDATION:
That the City Council: 1. Approve the report of expenses in the amount of $2,587.37 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

MOTION:
L.B. McDONALD – APPROVED the action of Neighborhood Services – UNANIMOUS with M. McDONALD excused

City of Las Vegas

Agenda Item No. 90

CITY COUNCIL MEETING OF MARCH 21, 2001
Neighborhood Services Department
Item 90 – 209 Bruin Way

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

DAVID SEMENZA, Neighborhood Services, presented a video of a single-family dwelling that was open and accessible to vandals and vagrants. The property was secured and all trash, debris, and vegetation was removed, as well as draining the pool. In addition, a no trespassing sign was posted. The property was declared a public hazard and the Department of Neighborhood Services declared the property in violation and legal notification started. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired Weaver Construction to abate the problem. He recommended that the City Council approve the report of expenses in the amount of $2,587.37 in order that a Notice and Lien of Assessment be filed and recorded with the Clark County Treasurer.

TODD FARLOW, 240 North 19th Street, inquired on the progress of the ordinance related to boarded properties. DEPUTY CITY MANAGER DOUG SELBY replied that research is being continued and that model ordinances have been obtained from Phoenix and Salt Lake City. They will have a recommendation for the City Council as soon as possible.

No one appeared in opposition.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:26 – 1:28)

4-324

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 21, 2001
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 209 BRUIN WAY.
PROPERTY OWNER: DARRYL E. BURNS - Ward 2 (L. Boggs-McDonald)

Work was completed by Weaver Construction on February 5, 2001, at a cost of $2,249.89 plus a 15% administrative fee for a total of $2,587.37.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of Dangerous Buildings", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

CITY COUNCIL MEETING OF MARCH 21, 2001 Pg. 1156

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: David Semenza, Manager – Neighborhood Response Division

Dave Semenza

CC: File

Date: February 28, 2001

Re: Report of Expenses for the abatement of Dangerous Building located at 209 Bruin Way - Ward 2 (L. Boggs McDonald)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building", the Department of Neighborhood Services caused the above-referenced property to be corrected by securing, boarding, and cleaning the vacant house. Removing all trash, debris and high/dry vegetation from all yards. Draining the pool and posting a "No Trespassing" sign on the property.

Work was completed on February 5, 2001, by Weaver Construction at a cost of $2,249.89 and was accepted by the Department of Neighborhood Services.

Contract Amount	$ 2,249.89
AMOUNT DUE	$ 2,249.89
Administrative processing fee	337.48
TOTAL AMOUNT DUE	$ 2,587.37

OWNER OF RECORD: DARRYL E. BURNS

PROPERTY ABATED: 209 Bruin Way

ASSESSOR'S PARCEL: 138-33-113-050

LEGAL DESCRIPTION: CHARLESTON RAINBOW UNIT #18C
PLAT BOOK 25 PAGE 75
LOT 12 BLOCK 4

DS:jl

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

NOTICE OF PUBLIC HEARING
MARCH 21, 2001

Pursuant to Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code. NOTICE IS HEREBY GIVEN THAT ON **Wednesday, MARCH 21, 2001,** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORTS OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

> Abatement of the dangerous building by securing and boarding the vacant building and cleaning the property located at **209 BRUIN WAY** legally described as **CHARLESTON RAINBOW UNIT #18C, PLAT BOOK 25, PAGE 75, LOT 12, BLOCK 4** Owner of record at time of abatement: **DARRYL E. BURNS- Ward 2 (L. B. McDONALD)**
>
> The Director of Neighborhood Services certifies in the report that the sum of $2,587.37 was expended ($2,249.89 to K. O. Construction, Inc. for securing and boarding the vacant building, and removing all litter, trash and debris on the property and $337.48 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

Complaint 090700-077 209 BRUIN WAY

COMPLAINT OF VACANT/ABANDONED HOME. NEEDS TO BE SECURED & BOARDED.

Dangerous Building: Vacant Building Taken By: JL

>> 1 Open This is 1 of 1.

Ward 2 4- 2417-24
Area 1

Parcel: 138 33 113 050

Complainant: METRO

BURNS DARRYL E
209 BRUIN WY
LAS VEGAS NV 89145-4715
CHARLESTON RAINBOW UNIT #18C
PLAT BOOK 25 PAGE 75
LOT 12 BLOCK 4

Respond To:
Phone:
Owner: BURNS DARRYL E

Spl. Project:

****

01-08-00	21) POSTED 10 DAY NOTICE BEFORE ABATEMENT
09-07-00	JL)SPOKE WITH 24 SHE HAD ME REFER THIS COMPLAINT TO 21. HE MET THE METRO OFFICER AT THIS LOCATION. 21)HOUSE OPEN/VACANT,TRASH/DEBRIS MISC.HOUSEHOLD ITEMS ALL YARDS.POOL IN REAR PARTIALLY FULL/WATER.REFER TO OFFICE N&O DANGEROUS BUILDING.note need to find mortgage comp.-might be in forclosure
09-12-00	24)PER 21-HE LOCKED THE FRONT DOOR, SIDE GATES ARE LOCKED SO THERE IS NO ACCESS TO POOL WHICH HAS APPROX 2 FT OF GREEN WATER. LD) SENT DANG BLDG LETTER TO OWNER & MORTGAGE CO-POST 9-13/CB 9-25
09-15-00	26) POSTED AFFIDAVIT ON PROPERTY
09-20-00	JC) REC'D ANOTHER CALL FOR THE DOORS OPEN & WINDOWS BROKEN ON THE VACANT HOUSE.
09-25-00	21)SAME-ALL VIOLATIONS STILL EXIST,TRASH/DEBRIS,OPEN WINDOWS/DOORS,DIRTY POOL-REFER TO OFFICE ABATEMENT BIDS
09-29-00	LD) FAXED BID TO CONTRACTORS-DUE BACK 10-4
10-05-00	LD) REC'D BIDS FROM CONTRACTORS (1) K O CONSTRUCTION $1,596.00 (2) WEAVER CONSTRUCTION $2,237.00 (3) PARRCO, INC $6,000.00 LD) SENT BEFORE ABATEMENT LETTER-POST 10-6/CB 10-17
10-06-00	LD) REC'D CERT DANG BLDG LETTER-RETURN TO SENDER VACANT
10-09-00	21)POSTED 10 DAY BEFORE ABATEMENT-PROPERTY SAME-TRASH/DEBRIS-YARDS,PROPERTY-OPEN,WINDOWS
10-16-00	LD) REC'D CERT CARD SIGNED FROM MORTGAGE CO
10-17-00	LD) CERT LETTER RETURNED FROM OWNER-VACANT
10-24-00	21) SOME T/D REMOVED, STILL A LOT REMAINS. GATE NOW OPEN. POOL ACCESSIBLE. SMALL AMOUNT OF WATER. REFER TO TOFFICE CONTINUE ABATEMENT PROCESS.
10-31-00	LD) GAVE BEFORE ABATEMENT VIDEO FORM TO PH
11-01-00	21)PROPERTY SAME-OPEN- SIDEYARD GATE LOOSE-BACKYARD

Complaint 090700-077 continued

Page 2

	ACCESSIBLE,T/D..TOOK BEFORE ABATEMENT VIDEO..REFER TO OFFICE
11-09-00	21)AS OF 11-01 HOUSE-DOORS AND WINDOWS SECURE
11-14-00	LD) FAXED REVISED (LITTER & VEG) BID TO CONTRACTORS-DUE BACK 11-16
11-20-00	LD) REC'D BIDS FROM CONTRACTORS (1) WEAVER CONSTRUCTION $1,125.00 (2) K O CONSTRUCTION $1,336.00 LD) SENT BEFORE ABATEMENT LETTER TO OWNER & MORTGAGE CO-POST 11-21 /CB 12-4
11-22-00	24)POSTED TEN DAY BEFORE ABATEMENT NOTICE ON SITE. SOUTH SIDE GATE IS DOWN, REAR TRASHED, 2 BROKEN WINDOWS, APPEARS THEY'VE BEGUN INTERIOR REMODEL, WILL CHECK FOR PERMITS
11-30-00	LD) REC'D CERT CARD SIGNED FROM MORTGAGE CO
12-04-00	21)PROPERTY REMIAINS THEB SAME OPEN,T/D..PIX, REFER TO OFFICE ABATEMENT PROCESS
12-07-00	LD) CERT LETTER RETURNED-VACANT
12-08-00	LD) GAVE BEFORE ABATEMENT VIDEO FORM TO PH
12-15-00	LD) N&O RECORDED BOOK: 20001215 INST: 00189
12-22-00	24)2nd pre-abatement video filmed, bagged & loose garbage, junk, & debris in south side area & rear yard/patio area. Garbage in the pool, tarp discarded in the pool, small amt of water. garbage in the spa, wrought iron gate is down (broken), rear patio door is open, 2 windows broken, dead foliage & hi weeds in front & north side area, trashed interior also. Kids have been entering the house, trashing it good. Refer to LD/DS to proceed w/abatement.
12-28-00	LD) FAXED REVISED DANG BLDG BID TO CONTRACTORS PER DS-DUE BACK 1-3
01-04-01	LD) REC'D A BID FROM WEAVER CONSTRUCTION $2,312.00 LD) SENT BEFORE ABATEMENT LETTER-POST 1-5/CB 1-16
01-05-01	LD) REC'D A BID (TOO LATE) FROM K O CONSTRUCTION $1,796.00
01-08-01	21) ENTER PROPERTY SAME OPEN T/D POSTED TEN DAY NOTICE BEFORE ABATEMENT
01-16-01	21)PROPERTY SAME-SIDEYARD GATE OPEN/BROKEN-T/D SIDE &REARYARDS..OPEN/BROKEN WINDOWS,MAILBOX NOW BROKEN OFF POST-LAYING IN YARD..REFER TO OFFICE TO CONTINUE ABATEMENT
01-17-01	LD) REC'D CERT CARD SIGNED FROM MORTGAGE CO
02-01-01	LD) AWARDED TO WEAVER CONSTRUCTION TO ABATE 2-1
02-07-01	LD) REC'D INVOICE-GAVE AFTER ABATEMENT VIDEO FORM TO PH
02-16-01	24)PROPERTY IS CLEAN, SECURE. POST VIDEO COMPLETE.
02-23-01	LD) SENT INVOICE TO FINANCE

090700-077

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **DARRYL E. BURNS** (Reputed Owner(s)) At time of abatement

On **February 1, 2001**, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of nuisance/litter on the following property after due notification.

Assessor's Parcel No.: **138-33-113-050**
Commonly known as: **209 Bruin Way**
Legal Description: **CHARLESTON RAINBOW UNIT #18C**
PLAT BOOK 25 PAGE 75
LOT 12 BLOCK 4

Expenses in the amount of **$2,587.37** were incurred by the City of Las Vegas in the above dangerous condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 21, 2001**, ordered the above charges in the amount of $2,587.37, assessed against the property by means of a Lien of Assessment, such lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date.

This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

Barbara Jo Ronemus

BARBARA JO RONEMUS
400 Stewart Avenue
Las Vegas, NV 89101
Telephone: (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated therein are true of her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

Barbara Jo Ronemus

BARBARA JO RONEMUS
CITY CLERK

SUBSCRIBED and SWORN to before me
this 22nd day of March, 2001

Beverly K Bridges

NOTARY PUBLIC, in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

WHEN RECORDED, RETURN TO:

CITY OF LAS VEGAS
DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101