



MINUTES

City of Las Vegas

COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

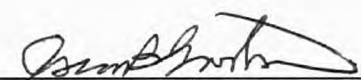
CITY COUNCIL
MEETING OF
MARCH 7, 2007

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
COUNCILWOMAN LOIS TARKANIAN	☒	☐	☐
COUNCILMAN STEVEN ROSS	☒	☐	☐
WARD 5 VACANT	☐	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BEVERLY K. BRIDGES, ACTING CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: APRIL 4, 2007

ATTEST:


ACTING CITY CLERK


MAYOR

CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

March 07, 2007

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - PASTOR LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF WOMEN'S HISTORY MONTH
8. RECOGNITION OF DR. EMIL FREI, III FOR OUTSTANDING ACHIEVEMENTS IN CANCER RESEARCH
9. RECOGNITION OF NATIONAL MULTIPLE SCLEROSIS AWARENESS WEEK

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
11. Approval of the Final Minutes by reference of the regular City Council meeting of February 7, 2007

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE

ADMINISTRATIVE SERVICES - CONSENT

12. Approval of an Interlocal Agreement between the City of Las Vegas and Washoe County for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$20,000 - Multipurpose Special Revenue Fund) - All Wards
13. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of \$23,590 grant funding to the City to support the Fire Department's Hazardous Materials Response Program – All Wards

FIELD OPERATIONS - CONSENT

14. Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for a "park and ride" and transit facility on city property located near the intersection of Durango Drive and Vegas Drive, APNs 138-29-601-003 and 138-29-501-007 - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

15. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

16. Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License, From: DaSilva Brammall, Inc., dba Beefy's, 4601 West Sahara Avenue, Suite 4, Christina M. DaSilva Brammall, Pres, Secy, Treas, Dir, 98% and Peter H. Brammall, Dir, 2%, To: BD Star, Inc., dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda Newman, 100% jointly with spouse and Donald Newman, 100% jointly with spouse - Ward 1 (Tarkanian)
17. Approval of a new Restricted Gaming License for 15 slots, United Coin Machine Co, db at Save - A - Lot, 703 North Rancho Drive, Rob Woodson - Ward 5 (Weekly)
18. Approval of Change of Name for a Martial Arts License, From: Nazrat, Inc., dba Bobby Lawrence Karate, To: Nazrat, Inc., dba Mark Lawrence Martial Arts-Karate For Justice, 7510 Westcliff Drive, Mark Lawrence, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
19. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Drive, Date: March 18, 2007, Type: Special Event Beer/Wine, Event: Family Picnic - Spring Festival, Responsible Person in Charge: Antonio Carranza - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

20. Approval of Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II - Department of Public Works - Award recommended to: VTN NEVADA (\$1,510,930 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
21. Approval of Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL, INC. (\$378,770 - Sanitation Enterprise Fund) - County
22. Approval of Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3, located at Deer Springs Way and Buffalo Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (\$896,730.16 - Various Funds) - Ward 6 (Ross)
23. Approval of award of Contract No. 070161 for Accident Investigation Services - Department of Human Resources - Award recommended to: DMA CLAIMS SERVICES (\$80,000 - Liability Insurance and Property Damage Internal Services Fund)
24. Approval of the First Amendment to Professional Services Agreement No. 070092 for Additional Design Services in connection with the Doolittle Senior Center Expansion located at Lake Mead Boulevard and J Street - Department of Public Works - Award recommended to: WHA, LTD. (\$76,900 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Weekly)
25. Approval of award of Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$284,846.40 - Communications Internal Service Fund and General Fund)
26. Approval of Contract No. 070306-DK for Facility Development Consulting Services - Office of Business Development - Award recommended to: CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (\$100,000 - General Fund)
27. Approval of award of Modification No. 1 to Software License and Maintenance Agreement - Department of Detention and Enforcement - Award recommended to: PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. (\$76,000 - General Fund)

HUMAN RESOURCES - CONSENT

28. Approval to create one regular full time Metropolitan Medical Response System Coordinator for the Fire Rescue - Operations Division of the Fire Department (\$74,303 Salary + \$29,721 Benefits - Metropolitan Medical Response System grant)

LEISURE SERVICES - CONSENT

29. Approval of the Nevada Law Foundation grant awards in the amount of \$30,000 and a supplemental amount of \$3,000, for a total of \$33,000 to the Senior Citizens Law Project (\$33,000 Grant Revenue - Special Revenue Fund) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

30. Approval of the list of junior high and high school students to be nominated by the City of Las Vegas for the Nevada League of Cities and Municipalities Youth Awards Program - All Wards
31. Approval to rescind \$99,900 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) and allocate \$99,900 in Redevelopment Set Aside (RDA) Funds to Help Las Vegas Housing Corporation II for Phase II of their affordable housing development located at Main Street and Owens Street - Ward 5
32. Approval to enter into agreements to assign and accept the HOME Program conditions with Filiberto E. Montoya to ensure that the properties located at 1675 and 1677 "D" Street will continue to operate as affordable housing for low-income renters per the applicable HOME Investment Partnerships Program regulations - Ward 5 (Weekly)

33. Approval of an additional allocation of up to \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for an aggregate project total of \$1,152,817 to assist with the cost to rehabilitate the facility located at 1001 North Bruce – Ward 5 (Weekly)

PLANNING & DEVELOPMENT - CONSENT

34. Approval of the Funding Agreement for the 2006 Commission for Cultural Affairs (CCA) grant from the State of Nevada Department of Cultural Affairs, administered by the State Historic Preservation Office (SHPO) in the amount of \$70,000 (Multi-Purpose Special Revenue Fund) for the Westside School, 330 W. Washington Avenue, as identified in the Funding Agreement - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Jim Marsh American Corporation, owner (southeast corner of Centennial Parkway and Riley Street) - Ward 6 (Ross)
36. Approval of an Encroachment Request from Veronika Holmes of Gypsy Caravan Antique Village on behalf of Clover Trust, owner (southeast corner of Colorado Avenue and Casino Center Boulevard) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Betty Medina on behalf of Four Queens Hotel and Casino, applicant (Carson Avenue between Casino Center Boulevard and 3rd Street) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - R. Lucero and Associates, Inc., on behalf of Alexander Holdings Corporation, owner (southwest corner of Florine Avenue and Fort Apache Road, APNs 138-06-801-006 and -007) - County (near Ward 4 - Brown)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Performance Engineering on behalf of Beazer Homes Holdings Corporation, owner (northeast corner of Centennial Parkway and Tee Pee Lane, APNs 125-19-802-008 and -011) - County (near Ward 6 - Ross)
40. Approval of a Grant of Easement from the City of Las Vegas, a Municipal Corporation to Nevada Power Company for a portion of the Northwest Quarter and the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 20 South, Range 62 East, Mount Diablo Meridian, lying within the Cedar Avenue Trail alignment to service the Cedar Avenue Trail, APNs 140-32-103-003, 140-31-196-003, -196-004; 140-31-199-026; 140-31-599-018, -599-019; 140-31-501-021; 140-32-103-002 and 140-32-196-001, -196-002, -196-003) - Ward 3 (Reese)
41. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 4, Township 21 South, Range 61 East, Mount Diablo Meridian, for street Right-of-Way for continuation of an alley to complete access to Baltimore Avenue on both sides of the parcel, APN 162-04-813-109 - Ward 3 (Reese)
42. Approval of Interlocal Contract LAS16G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for construction management and construction of the Rancho Detention Basin, Phase II (\$5,206,160 - CCRFCD) - Ward 6 (Ross)
43. Approval of Second Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase engineering design funding for the Alta Parallel System (\$1,700,000 - CCRFCD) - Ward 1 (Tarkanian)
44. Approval of First Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive (\$150,000 - CCRFCD) - Ward 5 (Weekly)
45. Approval of the First Supplemental Interlocal Contract for the Annual Maintenance Work Program between the City of Las Vegas and the Clark County Regional Flood Control District to add the Washington Avenue Channel and the location of facilities to be maintained for Fiscal Year 2006/2007 - All Wards

46. Approval of Interlocal Contract 548 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design and right-of-way for the City of Las Vegas' Fiscal Year 2007 Bus Turnout Project (\$250,000 - RTC) - Ward 3 (Reese)
47. Approval of Supplemental No. 5 to Interlocal Contract 435e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for right-of-way for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project (\$160,000 - RTC) - Ward 5 (Weekly)
48. Approval of Supplemental No. 6 to Interlocal Contract 388f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project (-\$410,000 - Regional Transportation Commission) - Ward 4 (Brown)
49. Approval of Supplemental No. 3 to Interlocal Contract 288c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road - Ward 4 (Brown)
50. Approval of Supplemental Interlocal Contract 481a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the City Parkway, D Street Connector Alignment Study - Ward 5 (Weekly)
51. Approval to rescind the December 20, 2006 Council action approving Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
52. Approval of Supplemental No. 2 to Interlocal Contract 469b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

53. R-16-2007 - Approval of a Resolution of intent to issue Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and installation of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park; fixing the time and place of the public hearing concerning such bonds - Ward 5 (Weekly)
54. R-17-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (\$245,052 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
55. R-18-2007 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
56. R-19-2007 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
57. R-20-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

58. Report from the City Manager on Emerging Issues

59. Discussion and possible action concerning the status of 2007 legislative issues - All Wards

CITY ATTORNEY - DISCUSSION

60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

61. ABEYANCE ITEM - Approval of Change of Location for a Psychic Art and Science License, Nina Demetro, dba Psychic World, From: 1026 S. Main Street, To: 1820 Hassett Avenue, Nina Demetro, 100% - Ward 3 (Reese)
62. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5 (Weekly)
63. Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1905 North Decatur Boulevard, JoAnn Milton, Pres - Ward 5 (Weekly)
64. Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Weekly)
65. Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES - DISCUSSION

67. Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
68. Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
69. Discussion and possible action on an allocation of \$882,000 in FY 2007-2008 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

PUBLIC WORKS - DISCUSSION

70. Public hearing regarding the Clark County Regional Flood Control District's approval of a Master Plan Amendment for the Meadows Alta Parallel Planning Area - Ward 1 (Tarkanian)
71. Public hearing regarding Clark County Regional Flood Control District's Approval of a Master Plan Amendment for Racel Street Collector Planning Area - Ward 6 (Ross)

BOARDS & COMMISSIONS - DISCUSSION

72. ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2007
73. PARK & RECREATION ADVISORY COMMISSION - Lisa B. Sherman, Term Expiration 4/1/2007; Malcolm D. White, Term Expiration 4/7/2007

74. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Dr. Aldo Aguirre, Term Expiration 4-3-2007
75. AUDIT OVERSIGHT COMMITTEE – Councilman Lawrence Weekly, Term Expiration 6-18-2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

76. Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown
77. Bill No. 2007-7 – Amends solid waste and recycling regulations by updating service charges, adding charges for overflow collections, eliminating charges for discontinuing service, deregulating charges for competitive-service areas, increasing frequency-of-service options, authorizing pilot programs for recycling, adding customer service standards, revising late-payment charges, adding minimum container requirements, and facilitating recycling by materials recovery facilities. Proposed by: Mark R. Vincent, Director of Finance and Business Services

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

78. Bill No. 2007-8 – Eliminates certain information-gathering and reporting requirements for the Department of Fire and Rescue regarding the transportation of hazardous materials within the City. Proposed by: David L. Washington, Chief, Department of Fire and Rescue
79. Bill No. 2007-9 – Makes various corrections, clarifications and adjustments to the Land Use Tables, and clarifies certain use and development standards. Proposed by: M. Margo Wheeler, Director of Planning and Development

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED

80. Bill No. 2007-10 – Repeals Chapters 10.44 and 11.68 of the Municipal Code, relating to solicitation and to the City’s Pedestrian Mall, respectively, and redesignates Chapters 10.44A and 11.68A as Chapters 10.44 and 11.68, respectively. Proposed by: Bradford R. Jerbic, City Attorney
81. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement
82. Bill No. 2007-12 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

83. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

84. ABEYANCE ITEM - Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 1919 Fremont Street. PROPERTY OWNER: JOSE E. & AZALEA PERAL - Ward 3 (Reese)
85. ABEYANCE ITEM - Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply regarding 900 Stewart Avenue and 216 and 222 N. 9th Street. PROPERTY OWNER: SHIRAZI, LLC - Ward 5 (Weekly)
86. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 1405 S. Casino Center Blvd. PROPERTY OWNER: MARTIN TODD GROUP - Ward 3 (Reese)
87. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
88. Public Hearing to consider the report of expenses to recover costs for abatement of vacant lot north of 804 Sunny Place (APN: 139-28-304-003) and assess civil penalties. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 629 W. McWilliams Avenue. PROPERTY OWNER: TOUY KEN - Ward 5 (Weekly)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5953 Round Castle Street. PROPERTY OWNER: BANK OF AMERICA NA - Ward 6 (Ross)

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION

PLANNING & DEVELOPMENT - CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED "FOR APPROVAL". ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE

91. EOT-18785 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Rezoning (ZON-5121) FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
92. EOT-19549 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Variance (VAR-5124) TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
93. EOT-19548 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5122) FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL

94. EOT-19407 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Rezoning (ZON-5726) which allowed a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
95. EOT-19431 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5727) FOR A 1,495 SQUARE-FOOT RESIDENTIAL TO OFFICE CONVERSION AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
96. EOT-19400 - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. - Request for an Extension of Time of an approved Special Use Permit (SUP-5554) FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

97. ZON-18972 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Rezoning FROM O (OFFICE) TO C-1 (LIMITED COMMERCIAL) on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. VAR-18973 - PUBLIC HEARING - APPLICANT/OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A FRONT SETBACK OF 15 FEET WHERE 20 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 21,551 SQUARE-FOOT OFFICE BUILDING on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), O (Office) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SUP-18927 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SDR-18926 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Site Development Plan Review FOR A 9,831 SQUARE-FOOT RESTAURANT AND RETAIL BUILDING on 1.73 acres at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
101. GPA-16511 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request to Amend a portion of the Southwest Sector Plan of the Master Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend DENIAL
102. ZON-16519 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) TO: R-PD12 (RESIDENTIAL PLANNED DEVELOPMENT - 12 UNITS PER ACRE) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend DENIAL

- 103.VAR-16525 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Variance TO ALLOW 35,642 SQUARE FEET OF OPEN SPACE WHERE 53,370 SQUARE FEET IS THE MINIMUM REQUIRED on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED FROM 35,642 SQUARE FEET OF OPEN SPACE WHERE 53,370 SQUARE FEET IS THE MINIMUM REQUIRED TO 33,226 SQUARE FEET OF OPEN SPACE WHERE 55,321 SQUARE FEET IS THE MINIMUM REQUIRED. NOTE: THIS APPLICATION HAS BEEN AMENDED TO ALLOW 25,158 SQUARE FEET OF OPEN SPACE WHERE 54,450 SQUARE FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 104.SDR-16522 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Site Development Plan Review FOR A PROPOSED 77-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED TO INCLUDE PROPOSED THREE-STORY DEVELOPMENT. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 105.GPA-18818 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request to amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: O (OFFICE) TO: H (HIGH DENSITY RESIDENTIAL) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 106.ZON-18819 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Rezoning FROM: O (OFFICE) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 107.VAR-18820 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Variance TO ALLOW A 72-FOOT HIGH BUILDING WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 108.SUP-18821 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 109.SDR-18822 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 213 CONDOMINIUM UNITS AND 29,717 SQUARE FEET OF COMMERCIAL SPACE on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 110.VAR-17871 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DEJA VU'S LITTLE DARLINGS - OWNER: ARTHUR G. AND JEAN M. GRANT - Request for a Variance TO ALLOW A PROPOSED 80-FOOT DOUBLE FACE 2,470 SQUARE-FOOT FREESTANDING SIGN WHERE 720 SQUARE FEET IS THE MAXIMUM ALLOWED on 2.46 acres at 1508 Western Avenue (APN 162-04-602-010), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

- 111.SDR-17312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DÉJÀ VU'S LITTLE DARLINGS - OWNER: ARTHUR G. AND JEAN M. GRANT - Request for a Site Development Plan Review FOR A PROPOSED 80-FOOT HIGH FREESTANDING SIGN on 2.46 acres at 1508 Western Avenue (APN 162-04-602-010), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 112.VAR-18312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN TO BE A MINIMUM 184 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 240 FEET on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 113.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 114.SUP-18655 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA INC. - OWNER: BERKE ENTERPRISES, LTD., L.P. - Request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN at 1501 East Charleston Boulevard (APN 139-35-402-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 115.SUP-18685 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: VEGAS CASH - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT; A WAIVER OF THE 1,000 FOOT DISTANCE SEPARATION REQUIREMENT FROM 2 FINANCIAL INSTITUTIONS - SPECIFIED, A WAIVER OF THE 200-FOOT DISTANCE SEPARATION REQUIREMENT FROM A PARCEL ZONED FOR RESIDENTIAL USE, AND A WAIVER OF THE MINIMUM SQUARE FOOTAGE REQUIREMENT at 4923 Alta Drive (APN 138-36-701-018), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 116.GPA-16294 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 117.ZON-16296 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 118.SDR-16292 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF A SINGLE-FAMILY RESIDENCE TO AN OFFICE AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE FRONT YARD WHERE A 15-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, AND TO ALLOW A TWO-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). NOTE: THIS IS AMENDED TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN A PORTION OF THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED AND TO ALLOW A THREE-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL

- 119.ZON-17693 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 120.SDR-17694 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Site Development Plan Review FOR A 58 LOT SINGLE FAMILY DEVELOPMENT on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), R-E (Residence Estates) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units Per Acre)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 121.ZON-18196 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Rezoning FROM R-E (RESIDENCE ESTATES) under Resolution of Intent to R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) TO R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) on 2.18 acres on the north side of the Centennial Parkway Alignment approximately 360 feet east of Leon Avenue (APN-125-24-404-007), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 122.SDR-17727 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Site Development Plan Review FOR AN EIGHT-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 2.18 acres adjacent to the north side of Centennial Parkway, approximately 360 feet east of Leon Avenue (APN 125-24-404-007), R-E (Residence Estates) Zone under Resolution of Intent to R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.VAR-18790 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO BE 1,831 SQUARE FEET WHERE 1,148 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.52 acres at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 124.SUP-18789 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 125.VAR-19208 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Variance TO ALLOW A 196.5 FOOT HIGH OFFICE BUILDING 382 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 590 FEET on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 126.SDR-18870 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Site Development Plan Review FOR A 150,000 SQUARE-FOOT, 12-STORY OFFICE BUILDING WITH A FIVE LEVEL PARKING STRUCTURE AND A WAIVER OF TOWN CENTER CORE BUILD-TO-LINE REQUIREMENTS on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SUP-18347 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

- 128.SUP-18630 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 129.SDR-18349 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 130.SUP-18691 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED at 7350 West Cheyenne Avenue, Suite #111 and #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 131.SUP-18902 - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 132.SUP-18910 - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - Request for a Special Use Permit FOR A LIQUOR STORE IN CONJUNCTION WITH AN APPROVED CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 133.SDR-18894 - PUBLIC HEARING - APPLICANT: DR. OBTEEN NASSARI - OWNER: 2111 SOUTH MARYLAND LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,530 SQUARE-FOOT, SINGLE-STORY OFFICE BUILDING WITH A WAIVER TO ALLOW A ONE-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A WAIVER TO ALLOW A SEVEN-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15 FEET IS REQUIRED on .33 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APNs 162-02-410-071 and 072), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.DIR-19779 - Applicant/Owner: The Chicago Inn - Appeal of the Planning Department interpretation of Title 19.16 regarding the discontinuation of a non-conforming use located at 1502 North Jones Boulevard, Ward 5. Staff recommends DENIAL
- 135.DIR-18616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: JUNIOR LEAGUE - Request to designate a parcel of land as an Historic Property within the City of Las Vegas on 0.51 acres at 861 Bridger Avenue (APN 139-34-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

- 136.Set date on any appeals filed or required public hearings from the City Planning Commission Meetings, Centennial Hills Architectural Review Committee and Dangerous Building or Nuisance/Litter Abatements

CITIZENS PARTICIPATION

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

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark

1 day of March, 2007

Carmel M. Viano

CARMEL M. VIADO
Notary Public State of Nevada
No. 06-107821-1
My appt. exp. July 18, 2010

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clarke
SIGNATURE

1 day of March, 2007

Carmel M. Viola


CARAMEL A. VIADO
 Governor of Nevada
 2021-2025
 621-1
 July 18, 2010

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

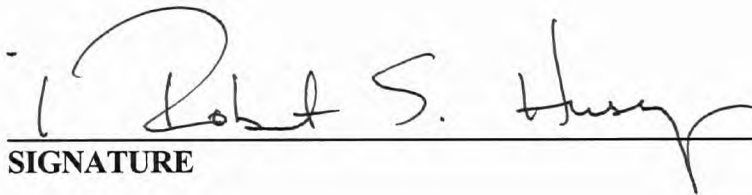
STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Robert Hussey, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **1st** day of **March, 2007** at the hour of **3:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **7th** day of **March, 2007**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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



SIGNATURE

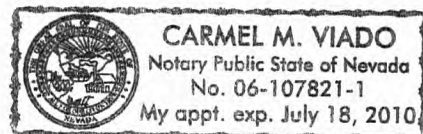
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

1 day of March, 2007



NOTARY PUBLIC in and for said County and State



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

SUBJECT:
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:05 a.m.

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, WOLFSON, TARKANIAN and ROSS

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER ELIZABETH FRETWELL, DEPUTY CITY MANAGER ORLANDO SANCHEZ, CITY ATTORNEY BRAD JERBIC, SENIOR LITIGATION COUNSEL WILLIAM HENRY, DEPUTY CITY ATTORNEY BRYAN SCOTT, DEPUTY CITY ATTORNEY JAMES B. LEWIS (P.M. Session) and ACTING CITY CLERK BEVERLY K. BRIDGES



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge Bulletin Board, City Hall Plaza (next door to Metro Records), Las Vegas Library, 833 Las Vegas Boulevard North, Clark County Government Center, 500 S. Grand Central Parkway, Grant Sawyer Building, 555 E. Washington Avenue



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

SUBJECT:

INVOCATION – PASTOR LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH

Minutes:

PASTOR LINDA KELLY, Mountain View Presbyterian Church, gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

SUBJECT:
PLEDGE OF ALLEGIANCE

Minutes:
MAYOR GOODMAN led the audience in the Pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITIZEN OF THE MONTH

BACKUP DOCUMENTATION:

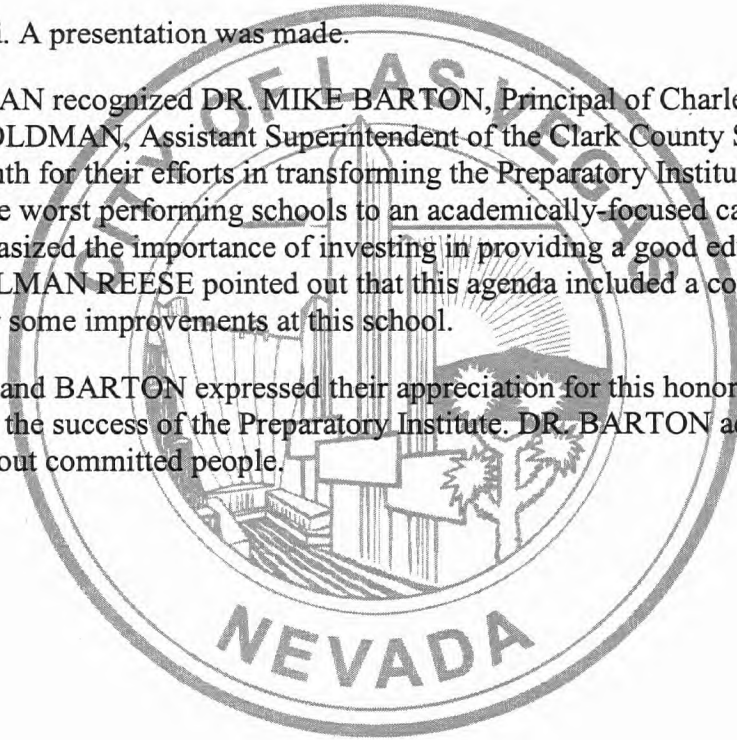
Submitted at meeting – copies of certificates of the Citizen of the Month for Dr. Edward Goldman and Dr. Mike Barton

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN recognized DR. MIKE BARTON, Principal of Charles I. West Hall, and DR. EDWARD GOLDMAN, Assistant Superintendent of the Clark County School District, as Citizens of the Month for their efforts in transforming the Preparatory Institute at Charles I. West Hall from one of the worst performing schools to an academically-focused campus. MAYOR GOODMAN emphasized the importance of investing in providing a good education to all children. COUNCILMAN REESE pointed out that this agenda included a consent item to provide funding for some improvements at this school.

DRS. GOLDMAN and BARTON expressed their appreciation for this honor and to all those that have contributed to the success of the Preparatory Institute. DR. BARTON added that changes do not happen without committed people.





City of Las Vegas
Citizen of the Month
March 2007

Dr. Edward Goldman

Oscar B. Goodman
Mayor Oscar B. Goodman

Larry Reese
Councilman Larry Reese

Larry Brown
Councilman Larry Brown

Steve Wolfson
Councilman Steve Wolfson

Lois Tarkenton
Councilwoman Lois Tarkenton

Steven D. Ross
Councilman Steven D. Ross



City of Las Vegas
Citizen of the Month
March 2007

Dr. Mike Barton

Oscar B. Goodman
Mayor Oscar B. Goodman

Gary Reese
Councilman Gary Reese

Larry Brown
Councilman Larry Brown

Steve Wolfson
Councilman Steve Wolfson

Lois Tarkenton
Councilwoman Lois Tarkenton

Steven D. Ross
Councilman Steven D. Ross

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE TEAM OF THE QUARTER

BACKUP DOCUMENTATION:

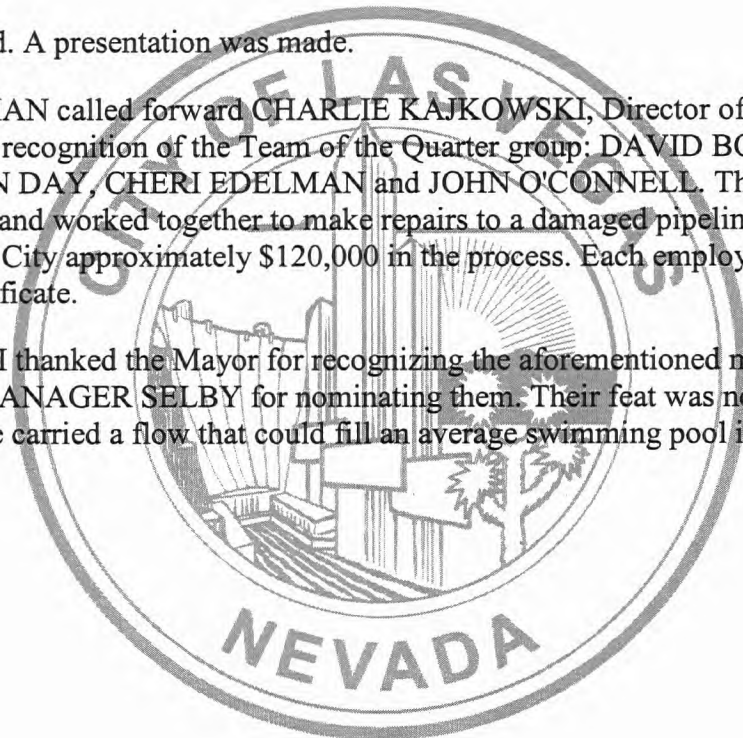
Submitted at meeting – Copies of T.E.A.M. Certificates for John O'Connell, John Day, David Bowers, Russell Coleman and Cheri Edelman

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward CHARLIE KAJKOWSKI, Director of Public Works, to assist him with the recognition of the Team of the Quarter group: DAVID BOWERS, RUSSELL COLEMAN, JOHN DAY, CHERI EDELMAN and JOHN O'CONNELL. These employees quickly responded and worked together to make repairs to a damaged pipeline to avoid a major rupture, saving the City approximately \$120,000 in the process. Each employee received a Team of the Quarter certificate.

MR. KAJKOWSKI thanked the Mayor for recognizing the aforementioned members of his staff, as well as CITY MANAGER SELBY for nominating them. Their feat was no small task; the rupture would have carried a flow that could fill an average swimming pool in less than one minute.



City of Las Vegas
TEAM.

Together Everyone Achieves More

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

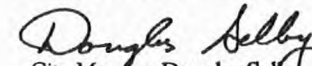
"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."

We are pleased to present this award to

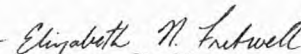
John O'Connell

March 7, 2007


Mayor Oscar B. Goodman


City Manager Douglas Selby


Deputy City Manager
Steven Houchens


Deputy City Manager
Elizabeth Fretwell


Deputy City Manager
Orlando Sanchez

City of Las Vegas
TEAM.

Together Everyone Achieves More

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

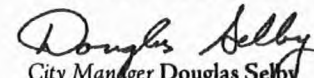
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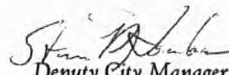
We are pleased to present this award to

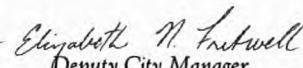
John Day

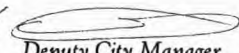
March 7, 2007


Mayor Oscar B. Goodman


City Manager Douglas Selby


Deputy City Manager
Steven Houchens


Deputy City Manager
Elizabeth Fretwell


Deputy City Manager
Orlando Sanchez

City of Las Vegas
T.E.A.M.

Together Everyone Achieves More

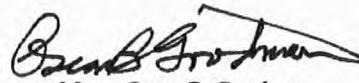
**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

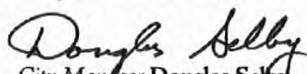
"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."

We are pleased to present this award to

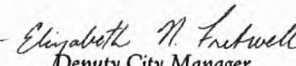
David Bowers

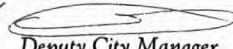
March 7, 2007


Mayor Oscar B. Goodman


City Manager Douglas Selby


Deputy City Manager
Steven Houchens


Deputy City Manager
Elizabeth Fretwell


Deputy City Manager
Orlando Sanchez

City of Las Vegas
TEAM.

Together Everyone Achieves More

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

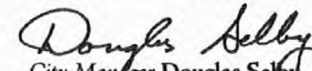
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We are pleased to present this award to

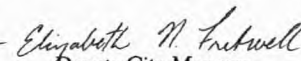
Russell Coleman

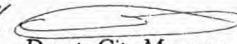
March 7, 2007


Mayor Oscar B. Goodman


City Manager Douglas Selby


Deputy City Manager
Steven Houchens


Deputy City Manager
Elizabeth Fretwell


Deputy City Manager
Orlando Sanchez

City of Las Vegas
TEAM.

Together Everyone Achieves More

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

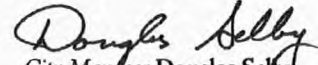
"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."

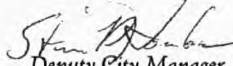
We are pleased to present this award to

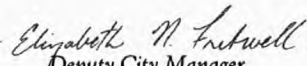
Cheri Edelman

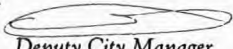
March 7, 2007


Mayor Oscar B. Goodman


City Manager Douglas Selby


Deputy City Manager
Steven Houchens


Deputy City Manager
Elizabeth Fretwell


Deputy City Manager
Orlando Sanchez

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF WOMEN'S HISTORY MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – copies of the Proclamations presented to Kristina Wildeveld Coneh, Kenya Pierce, Bonnie McDaniel, Peggy Maze and Chief Karen M. Coyne

Minutes:

No motion required. A presentation was made.

In recognition of Women's History Month, COUNCILWOMAN TARKANIAN honored the following women for their many achievements, which she outlined, and presented each of them with a Proclamation declaring March 2007 as Women's History Month: KAREN TAYCHER, Director of Nevada P. E. P., which offers support to parents of disabled children; KRISTINA WILDEVELD CONEH, local attorney who works with Boys Hope/Girls Hope of Nevada and CASA (Court Appointed Special Advocate for Abused and Neglected Kids); KENYA PIERCE, professor at Community College of Southern Nevada and founder of the non-profit organization TRENDZ, Inc.; BONNIE McDANIEL, owner of several local small businesses; PEGGY MAZE JOHNSON, Executive Director of Citizen Alert; and KAREN M. COYNE, Chief of City of Las Vegas Detention and Enforcement Department.

COUNCILWOMAN TARKANIAN noted that women who succeed often become involved in helping other women succeed.

City of Las Vegas
Office of the City Council
Proclamation



Whereas; We, the Mayor and Members of the Las Vegas City Council are honored to designate March, 2007, as Women's History Month in the City of Las Vegas; and

Whereas; Las Vegas women of every race, class, and ethnic background have made historic contributions to the growth and strength of our community in countless recorded and unrecorded ways; and

Whereas; Las Vegas women have played and continue to play a critical economic, cultural, and social role in every sphere of life; and

Whereas; Las Vegas women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but ensuring the rights of future generations; and

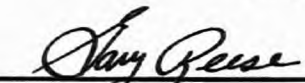
Therefore; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim March 2007 as:

Women's History Month

Recognizing Kristina Wildeveld Coneh for her contributions to the community

We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Women's History Month here in the City of Las Vegas.

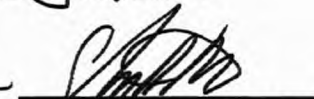

Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross



City of Las Vegas
Office of the City Council
Proclamation

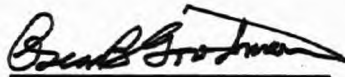


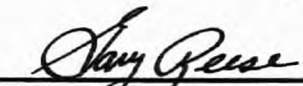
- Whereas;* *We, the Mayor and Members of the Las Vegas City Council are honored to designate March, 2007, as Women's History Month in the City of Las Vegas; and*
- Whereas;* *Las Vegas women of every race, class, and ethnic background have made historic contributions to the growth and strength of our community in countless recorded and unrecorded ways; and*
- Whereas;* *Las Vegas women have played and continue to play a critical economic, cultural, and social role in every sphere of life; and*
- Whereas;* *Las Vegas women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but ensuring the rights of future generations; and*
- Therefore;* *We, the Mayor and Members of the Las Vegas City Council, proudly proclaim March 2007 as:*

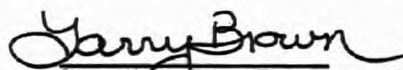
Women's History Month

Recognizing Kenya Pierce for her contributions to the community

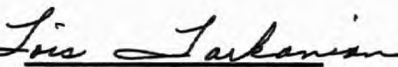
We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Women's History Month here in the City of Las Vegas.

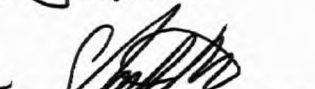

Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross



City of Las Vegas
Office of the City Council
Proclamation



Whereas; We, the Mayor and Members of the Las Vegas City Council are honored to designate March, 2007, as Women's History Month in the City of Las Vegas; and

Whereas; Las Vegas women of every race, class, and ethnic background have made historic contributions to the growth and strength of our community in countless recorded and unrecorded ways; and

Whereas; Las Vegas women have played and continue to play a critical economic, cultural, and social role in every sphere of life; and

Whereas; Las Vegas women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but ensuring the rights of future generations; and

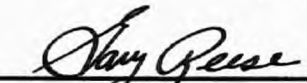
Therefore; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim March 2007 as:

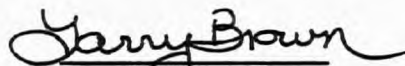
Women's History Month

Recognizing Bonnie McDaniel for her contributions to the community

We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Women's History Month here in the City of Las Vegas.


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross



City of Las Vegas
Office of the City Council
Proclamation



Whereas; *We, the Mayor and Members of the Las Vegas City Council are honored to designate March, 2007, as Women's History Month in the City of Las Vegas; and*

Whereas; *Las Vegas women of every race, class, and ethnic background have made historic contributions to the growth and strength of our community in countless recorded and unrecorded ways; and*

Whereas; *Las Vegas women have played and continue to play a critical economic, cultural, and social role in every sphere of life; and*

Whereas; *Las Vegas women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but ensuring the rights of future generations; and*

Therefore; *We, the Mayor and Members of the Las Vegas City Council, proudly proclaim March 2007 as:*

Women's History Month

Recognizing Peggy Maze Johnson for her contributions to the community

We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Women's History Month here in the City of Las Vegas.

A handwritten signature in black ink, appearing to read 'Oscar B. Goodman'.

Mayor Oscar B. Goodman

A handwritten signature in black ink, appearing to read 'Gary Reese'.

Mayor Pro Tem Gary Reese

A handwritten signature in black ink, appearing to read 'Larry Brown'.

Councilman Larry Brown

A handwritten signature in black ink, appearing to read 'Steve Wolfson'.

Councilman Steve Wolfson

A handwritten signature in black ink, appearing to read 'Lois Tarkanian'.

Councilwoman Lois Tarkanian

A handwritten signature in black ink, appearing to read 'Steven D. Ross'.

Councilman Steven D. Ross



City of Las Vegas
Office of the City Council

Proclamation



- Whereas; We, the Mayor and Members of the Las Vegas City Council are honored to designate March, 2007, as Women's History Month in the City of Las Vegas; and*
- Whereas; Las Vegas women of every race, class, and ethnic background have made historic contributions to the growth and strength of our community in countless recorded and unrecorded ways; and*
- Whereas; Las Vegas women have played and continue to play a critical economic, cultural, and social role in every sphere of life; and*
- Whereas; Las Vegas women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but ensuring the rights of future generations; and*
- Therefore; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim March 2007 as:*

Women's History Month

Recognizing Chief Karen M. Coyne for her contributions to the community

We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Women's History Month here in the City of Las Vegas.


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF DR. EMIL FREI, III FOR OUTSTANDING ACHIEVEMENTS IN
CANCER RESEARCH

BACKUP DOCUMENTATION:

Submitted at meeting – copy of the Proclamation presented to Dr. Emil Frei III

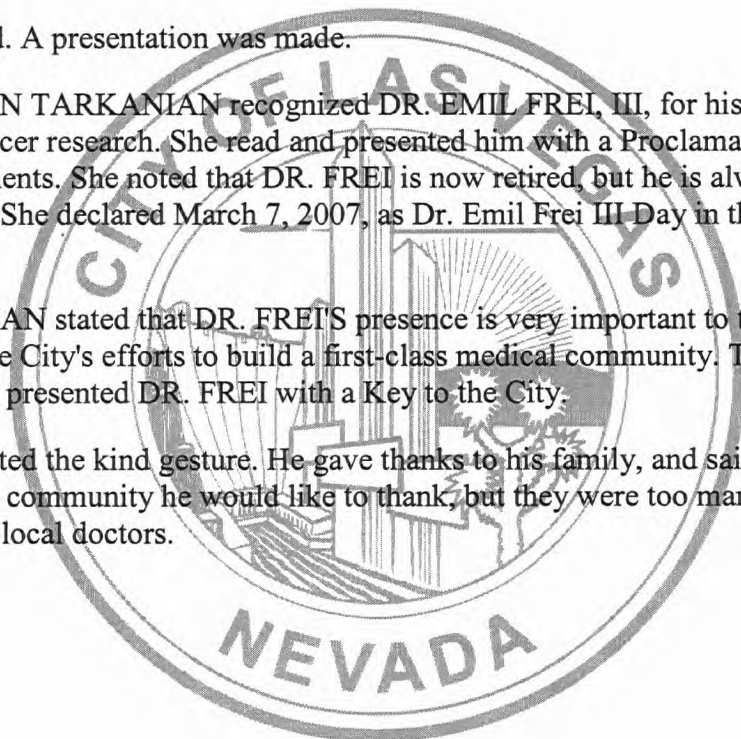
Minutes:

No motion required. A presentation was made.

COUNCILWOMAN TARKANIAN recognized DR. EMIL FREI, III, for his outstanding achievement in cancer research. She read and presented him with a Proclamation outlining his many accomplishments. She noted that DR. FREI is now retired, but he is always seeking to help wherever possible. She declared March 7, 2007, as Dr. Emil Frei III Day in the City of Las Vegas.

MAYOR GOODMAN stated that DR. FREI'S presence is very important to this community, particularly with the City's efforts to build a first-class medical community. To welcome him to this community, he presented DR. FREI with a Key to the City.

DR. FREI appreciated the kind gesture. He gave thanks to his family, and said there were many other people in this community he would like to thank, but they were too many to mention. He is eager to work with local doctors.



City of Las Vegas
Office of the City Council
Proclamation



WHEREAS; Dr. Emil Frei III is a world renowned oncologist who has dedicated over fifty (50) years of service to medical research, clinical practice and education to become a pioneer and a leader in the field of chemotherapy and cancer research; and

WHEREAS; Dr. Frei's distinguished career includes top medical leadership positions. He served as Chief of Medicine at the National Cancer Institute in Maryland and as a Professor and Associate Scientific Director Head at M.D. Anderson; he also served as the Director and Physician-in-Chief at the Dana-Farber Cancer Institute, where he is currently Physician-in-Chief, Emeritus; and is now Richard and Susan Smith Distinguished Professor of Medicine at Harvard; and

WHEREAS; he wrote the first comprehensive textbook incorporating principals and practice in Cancer Medicine; which is now in its seventh edition; and

WHEREAS; through the use of chemotherapeutic agents in combination, he demonstrated that a cure could be achieved against leukemia and Hodgkin's disease; and

WHEREAS; after retiring from a full-time practice, Dr. Frei now lectures, writes and consults and actively works with various medical groups and community groups in Las Vegas, Nevada; where he and his family have made their home; and

THEREFORE; We, the Mayor and Members of the Las Vegas City Council, do hereby take great pride in proclaiming Wednesday, March 7, 2007 as:

Dr. Emil Frei III Day

In the City of Las Vegas and urge all citizens and employees to join us in celebrating Dr. Emil Frei III DAY and participate in the daylong activities.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Larry Brown

Councilman Steve Wolfson

Councilwoman Lois Tarkanian

Councilman Steven D. Ross

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL MULTIPLE SCLEROSIS AWARENESS WEEK

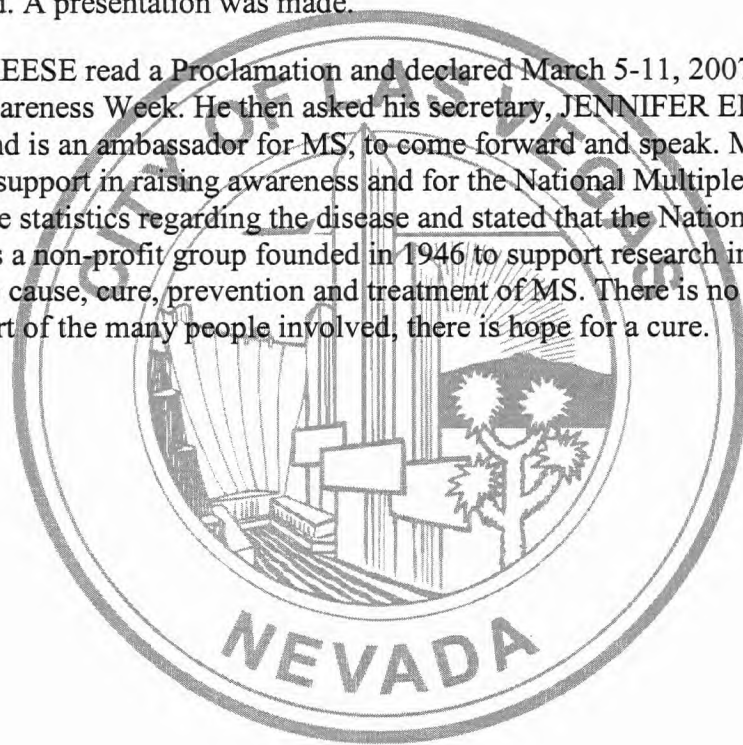
BACKUP DOCUMENTATION:

Submitted at meeting – copy of the Proclamation for Multiple Sclerosis Awareness Week

Minutes:

No motion required. A presentation was made.

COUNCILMAN REESE read a Proclamation and declared March 5-11, 2007, as Multiple Sclerosis (MS) Awareness Week. He then asked his secretary, JENNIFER ELLIS, who also suffers from MS and is an ambassador for MS, to come forward and speak. MS. ELLIS thanked the Council for its support in raising awareness and for the National Multiple Sclerosis Society. She then cited some statistics regarding the disease and stated that the National Multiple Sclerosis Society is a non-profit group founded in 1946 to support research in the United States and abroad into the cause, cure, prevention and treatment of MS. There is no cure yet, but, with the help and support of the many people involved, there is hope for a cure.



City of Las Vegas
Office of the City Council

Proclamation



- WHEREAS; We, the Mayor and Members of the Las Vegas City Council are honored to designate the week of March 5th – March 11th as Multiple Sclerosis Awareness Week; and*
- WHEREAS; Multiple Sclerosis is a chronic, often disabling, neurological disease affecting approximately 450,000 Americans; and over 1800 people in Southern Nevada. There is no cure or cause for Multiple Sclerosis; and*
- WHEREAS; Every hour every day an adult, typically between the ages of 20 and 40, is diagnosed with Multiple Sclerosis; and*
- WHEREAS; Multiple Sclerosis symptoms vary widely and may include at one time or another impaired vision, loss of balance and muscle coordination and fatigue; and*
- WHEREAS; The National MS Society, founded in 1946, is a non-profit health organization in the United States that supports research here and abroad into the cause, cure, prevention and treatment of Multiple Sclerosis; and*
- WHEREAS; The Nevada Division of the National MS Society provides services related to this condition to people in this state and their families and caregivers, for equipment assistance, exercise opportunities, education, advocacy, information and referrals; now*
- THEREFORE; We, the Mayor and Members of the Las Vegas City Council, do hereby take great pride in proclaiming March 5th – March 11th as:*

Multiple Sclerosis Awareness Week

In the City of Las Vegas and urge all citizens to become familiar with the services and benefits offered by the Nevada Division of the National Multiple Sclerosis Society.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

Motion made by GARY REESE to Hold in Abeyance Items 60 and 62 to 3/21/2007 and STRIKE Item 66

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

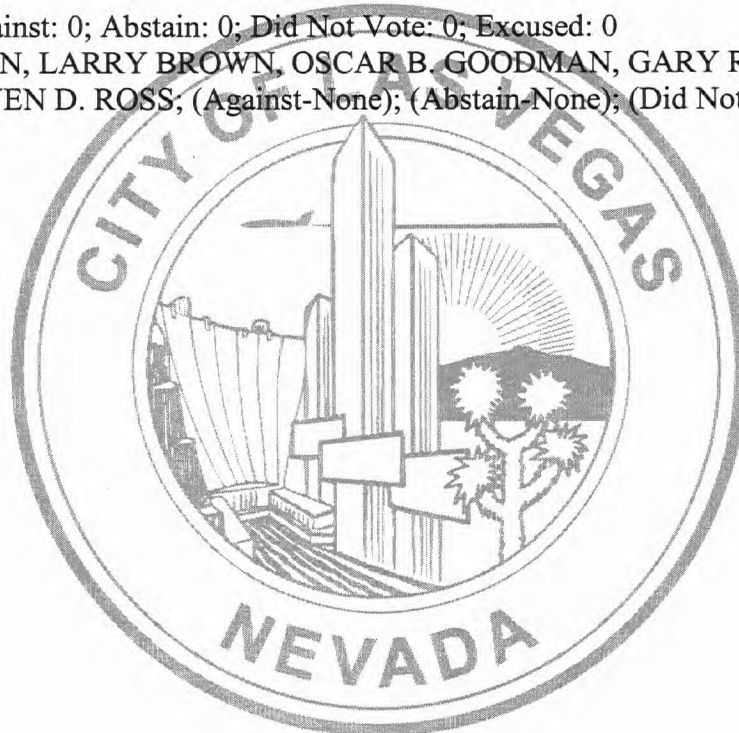
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of February 7, 2007

Motion made by GARY REESE to Approve by Reference

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS, (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and Washoe County for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$20,000 - Multipurpose Special Revenue Fund) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$20,000

Funding Source: Multipurpose Special Revenue Fund

Dept./Division: City Managers Office

PURPOSE/BACKGROUND:

This Interlocal Agreement between the City of Las Vegas and Washoe County will facilitate the transfer of \$20,000.00 in reimbursement funds to support the statewide citizen preparedness initiative. These funds are from the FFY-2006 U.S. Department of Homeland Security Grant Program (HSGP). The city of Las Vegas is administering this grant program on a statewide basis.

RECOMMENDATION:

Administrative Services recommends approval

BACKUP DOCUMENTATION:

Washoe County Interlocal Agreement

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

Regarding Item 34, COUNCILMAN REESE expressed appreciation to former COUNCILMAN WEEKLY for all his efforts.

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND WASHOE COUNTY**

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into an interlocal agreement with Clark County for participation in the **FFY-06 HOMELAND SECURITY GRANT PROGRAM** (hereinafter "Program"). This Program originates from the U.S. Department of Homeland Security and the funding is passed through the Nevada Division of Emergency Management (hereinafter "NDEM"); and,

WHEREAS, **WASHOE COUNTY** (hereinafter "Subrecipient"), a unit of local government, is a committed participant in the Program and funds totaling **\$20,000.00** are designated within the City grants to support the Subrecipient's initiatives. It is understood that the Subrecipient's funds originate from the FFY-06 Citizen Corps Program (CCP); and,

WHEREAS, the objective of this Agreement is to facilitate the pass-through of the designated funds from City to the Subrecipient. Such funds are defined in Exhibit "A" "Schedule of Washoe County Program Funds"; and,

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

Both parties understand and agree that federal funding provided through the FFY-06 HOMELAND SECURITY GRANT PROGRAM is provided via NDEM on a reimbursement basis and such reimbursement is contingent upon Subrecipient's adherence to all applicable federal and state grant program guidelines and project scope of work. The Subrecipient is responsible for advanced expenditures and agrees to use the designated Program funds to support the Citizen Corps Program as identified in Exhibit "A" "Schedule of Washoe County Program Funds", attached hereto and incorporated herein as if fully set forth.

1. All assets acquired by the Subrecipient with the transferred funds are the permanent property of Subrecipient. The Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all assets; and, Subrecipient shall assume audit accountability of all assets and transferred funds.
2. Subrecipient will provide City with documentation supporting all periodic reporting and audit requests, including those items identified in Exhibit "B" "City of Las Vegas Program Assurances."
3. Regardless of any termination of this Agreement, Subrecipient shall comply with all state and federal laws and regulations associated with the receipt of funds through the Program.
4. It is specifically understood and agreed by both parties that any changes to the use of funds and/or scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by NDEM.

5. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
 - a. The terms of this Agreement shall be completed by **January 30, 2008**. An extension request must be requested no less than 30 days prior to this deadline. Approval or denial is contingent upon extension of the grant performance period determined by NDEM.
 - b. By either party, for any reason with written notice of at least 60 days.
6. In the event the City is able to increase the funding set forth in Exhibit "A", at its sole discretion City will increase the aforesaid funding, and Subrecipient agrees that if such augmentation of the funding occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Exhibit "A".
7. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
8. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by Subrecipient or its officers, employees, agents, or representatives in the performance of this Agreement.
9. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
10. This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.
11. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:

CERT Program Coordinator
Washoe County Sheriff's Office
911 Parr Boulevard
Reno, NV 89512

TO CITY:

Las Vegas Office of Emergency Management
Fire & Rescue Headquarters
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

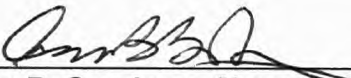
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INTERLOCAL AGREEMENT FFY-06 HOMELAND SECURITY GRANT PROGRAM

IN WITNESS WHEREOF, the parties have approved this Agreement on this 8TH
day of MARCH, 2006, and their authorized officers have affixed their
names hereto.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

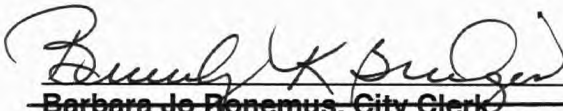
MARCH 8, 2007
Date

APPROVED AS TO FORM:

 1/16/07
Tom Green, Deputy City Attorney

1/16/07
Date

ATTEST:


~~Barbara Jo Ronemus, City Clerk~~
By: Beverly K. Bridges, CMC
Acting City Clerk

3-12-07
Date

WASHOE COUNTY BOARD OF COMMISSIONERS
on Behalf of the Washoe County Sheriff's Office

By: 
Robert M. Larkin
Chair, Board of County Commissioners

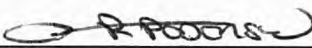
2/13/07
Date

ATTEST:


for Amy Harvey, Washoe County Clerk

2/13/07
Date

WASHOE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE:

BY: 
Russ Pederson, Chair Washoe LEPC

1-25-07
Date

EXHIBIT "A"

SCHEDULE OF WASHOE COUNTY PROGRAM FUNDS

FFY-06 CITIZEN CORPS PROGRAM (CCP) CFDA #97.053; PASS-THRU #CCP-06.01	
Travel expenses – Washoe regional CERT program	\$1,000.00
Operating expenses – Washoe regional CERT program	\$600.00
Contractual expenses – Washoe regional CERT program	\$1,730.00
Training expenses – Washoe regional CERT program	\$11,800.00
Equipment expenses – Washoe regional CERT program	\$4,870.00
SUB-TOTAL	\$20,000.00
GRAND TOTAL	\$20,000.00

Funding will be used for the expansion and maintenance of Washoe County's Citizen Corps Program. Funding will also support Washoe County's expenses to provide programmatic and administrative support to all rural counties in Nevada in the development, promotion, delivery and evaluation of Volunteers in Police Service and Community Emergency Response Team Programs.

###

EXHIBIT "B"

CITY OF LAS VEGAS PROGRAM ASSURANCES

1. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
2. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

Required documentation for the performance of audits and quarterly reports, including project narrative and financial reports, must be provided to the City of Las Vegas within 15 calendar days of request. Grant closeout is contingent upon NDEM audit and resolution of any discrepancies.

3. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this Agreement.
4. Subrecipients are instructed to send all aforementioned program reports and financial correspondence to:

Patty Braganza, Financial Analyst
City of Las Vegas Finance Department, 6th Floor
400 Stewart Street, Las Vegas
Nevada, 89101-2986.

#

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of \$23,590 grant funding to the City to support the Fire Department's Hazardous Materials Response Program – All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Interlocal Agreement between the City of Las Vegas and the County of Clark will facilitate the transfer of \$23,590.00 grant funding to the city to purchase hazardous materials response equipment for firefighters. The source of the funding is the FY-2007 State Emergency Preparedness Working Group (EPWG) program.

RECOMMENDATION:

Administrative Services recommends approval

BACKUP DOCUMENTATION:

City of Las Vegas and Clark County Interlocal Agreement

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

**INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY OF LAS VEGAS**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with Nevada Division of Emergency Management for participation in the EMERGENCY PREPAREDNESS WORKING GROUP (EPWG), CFDA #81.105 Program; and

WHEREAS, the objective of the activities which are funded by the EMERGENCY PREPAREDNESS WORKING GROUP (EPWG) must be to purchase Radiation Detection Equipment; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 will provide assistance to purchase equipment for the City of Las Vegas HazMat team through the EMERGENCY PREPAREDNESS WORKING GROUP (EPWG) (the "Project"); and

WHEREAS, the County has agreed to provide Fiscal Year 2007, EMERGENCY PREPAREDNESS WORKING GROUP (EPWG) funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Emergency Management & Homeland Security (EMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its EMERGENCY PREPAREDNESS WORKING GROUP (EPWG) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement" and "Scope of Work"; and

WHEREAS, the Subrecipient intends to use the funds to purchase Radiation Detection Equipment in accordance with Exhibit "A"; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

- 1. EMHS shall provide a maximum of TWENTY THREE THOUSAND FIVE HUNDRED AND NINETY DOLLARS (\$23,590.00) from Fiscal Year 2007 funds for the EMERGENCY PREPAREDNESS WORKING GROUP (EPWG)**
- 2. Subrecipient agrees to use the funds to purchase RADIATION DETECTION EQUIPMENT as set forth in Exhibit "A".**
- 3. Subrecipient will provide EMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by EMHS that may be required in the administration of the grant funds.**

4. **Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.**
5. **It is specifically understood and agreed by Subrecipient that EMHS shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
6. **This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**

 - a. **This Contract shall be completed by September 30, 2007. An extension after the September 30, 2007 deadline must be requested in writing, to the Manager of EMHS.**
 - b. **May be terminated by any party, for any reason with written notice of at least 60 days.**
7. **This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.**
8. **In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.**
9. **Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Shalene Ferreira, Administrative Specialist, Clark County Emergency Management & Homeland Security.**

ENTERED INTO this _____ day of _____, 2007.

ATTEST:

CLARK COUNTY

By: _____
Shirley Parraguirre, County Clerk

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Michael L. Foley
Michael Foley, Deputy District Attorney

Date: 2-2-07

ATTEST:

CITY OF LAS VEGAS

By: _____
City Clerk

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Thomas R. Green, Deputy
for Bradford Jerbic, City Attorney

Date: 2/20/07

Exhibit "A"

City of Las Vegas

Radiation Detection Equipment Air Purifying Respirator

80 - MSA Elite's APR's @ \$150.00 each	\$12,000.00
160 - CBRN Filters @ \$30.00 each	\$4,800.00
14 - Canberra Radiation Monitors @ \$485.00	\$6,790.00
Total	\$ 23,590.00

City of Las Vegas has the need for Air Purifying Respirators in order to respond efficiently to White Powder incidents. Metro has the capability and it has proven to be very effective. Radiation Monitors are needed for each team member on a given shift.

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

Clark County Emergency Management & Homeland Security Financial and Project Activity Assurances

Upon acceptance of funding from the Clark County EMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (EMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County EMHS, late reports could delay reimbursement.
2. The final Financial Report must be submitted to Clark County EMHS no later than 30 days following the end of the grant period. Unless approved by Clark County EMHS, late reports could result in non-payment of final claim.
3. The Clark County EMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County EMHS.
7. Grant revenue and expenditure records must be maintained and made available to the Clark County EMHS for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
10. Required documentation for the performance of internal audits must be provided to the Clark County EMHS within 30 days of request. Grant closeout is contingent upon EMHS audit and resolution of any discrepancies.
11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County EMHS. Due dates for those reports are as follows:

January 15	-	(for reporting period October 1 to December 31)
April 15	-	(for reporting period January 1 to March 30)
July 15	-	(for reporting period April 1 to June 30)

October 15 - (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County EMHS for submission to Homeland Security Grant Commission for approval.
15. **Request for Advancement** – The advancement of funds process are as follows: 1) subgrantee completes and submits a Request for Advancement form to EMHS along with a vendor invoice. 2) Clark County EMHS submits the form to NDEM. 3) NDEM advancement check is deposited into the Clark County financial account. 4) Clark County advancement check is issued to the subgrantee.
16. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.
17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (EMHS), prior approval must be obtained from the DEM and Clark County EMHS before publishing or finalization.
21. The applicant assures the fiscal accountability of the funds received from the LEPC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County EMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County EMHS.
23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.

24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.
25. The applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.
26. The applicant fully understands Clark County EMHS has the right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements or the terms and conditions of its interlocal contract.

Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.

GOVERNMENTAL UNIT (I.E., CITY MANAGER, MAYOR)

NAME: Oscar B. Goodman TITLE: Mayor

SIGNATURE: _____ DATE: _____
City Official

EMERGENCY MANAGEMENT COORDINATOR:

APPROVED AS TO FORM
Thomas R. Green 2/20/07
Thomas R. Green Date
Deputy City Attorney

NAME: Tim McAndrew TITLE: Emergency Manager

SIGNATURE: [Signature] DATE: 02/13/07

Please return a copy of the signed assurances along with the Interlocal Contracts to:

Clark County Emergency Management & Homeland Security
Attn: Shalene Ferreira
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89106

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Also the applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
3. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the federal/state grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal/state grantor agency of the existence of any such properties and by (b) complying with all requirements established by the federal/state grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

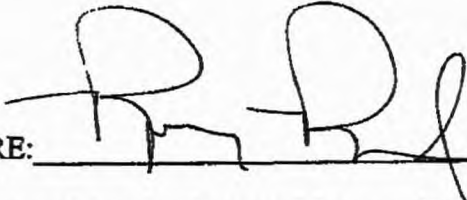
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: Rory Reid TITLE: Chairman, Board of County Commissioners

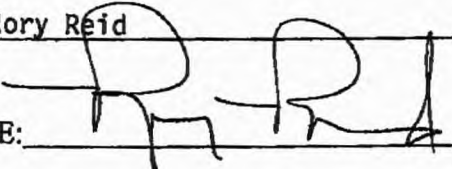
SIGNATURE:  DATE: 9/19/06

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

DIVISION OF EMERGENCY MANAGEMENT PROGRAM ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly program report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.
2. The final Program Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of final claim.
3. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee has failed to comply with the conditions of this agreement.
4. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee/sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
5. If this grant funds any form of written or visual material that identifies employees of DEM, prior approval must be obtained from the DEM before publishing or finalization.
6. The grantee/sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM.
7. Grantee/sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by grantee/sub-grantee or its agents or employees.
8. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.
9. In accordance with the Statewide Investment Justifications all funding granted from the State Administrative Agency (SAA) must be applied statewide with appropriate sub-grants memorialized with appropriate memorandum of understanding (MOU's).

NAME: Rory Reid TITLE: Chairman, Board of County Commissioners
SIGNATURE:  DATE: 9/19/06

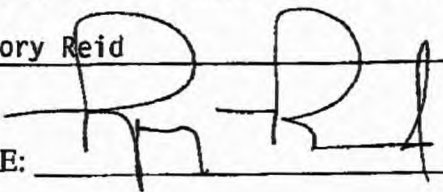
** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.*

DIVISION OF EMERGENCY MANAGEMENT FINANCIAL ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly financial report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.
2. The final Financial Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of the final claim.
3. Grantee/Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case by case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. Requests must be made on the Project Change Request form.
4. Grant revenue and expenditure records must be maintained and made available to the DEM for audit.
5. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee/subgrantee has failed to comply with the conditions of this agreement.
6. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
7. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87, or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
8. Grantee/subgrantee shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Required documentation for the performance of internal audits must be provided upon DEM request within 30 days. Grant closeout is contingent upon DEM audit and resolution of any discrepancies.
10. NIMS compliance see attached appendix A

NAME: Rory Reid TITLE: Chairman, Board of County Commissioners

SIGNATURE:  DATE: 9/19/06

** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.*

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for a "park and ride" and transit facility on city property located near the intersection of Durango Drive and Vegas Drive, APNs 138-29-601-003 and 138-29-501-007 - Ward 4 (Brown)

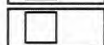
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The purpose of the agreement is to allow the Regional Transportation Commission of Southern Nevada to build a "park and ride" and transit facility on city patented property to serve the Las Vegas Valley public transportation system.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Cooperative Agreement

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Agreement Number _____

COOPERATIVE AGREEMENT

This Agreement is made and entered into this 8TH day of MARCH, 2007, by and between the City of Las Vegas, hereinafter called CLV, and Regional Transportation Commission of Southern Nevada, 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV 89106-4512, hereinafter called the RTC.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, CLV may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, CLV was issued Patent #27-96-0031 with the United States Department of the Interior's Bureau of Land Management for public use of the real property located near the intersection of Durango Drive and Vegas Drive described as Assessor's Parcel Number's 138-29-601-003 and 138-29-501-007, herein after called the SITE; and

WHEREAS, the purpose of this agreement is to allow the RTC to build a "park and ride" and transit facility on the SITE; and

WHEREAS, through this Agreement, CLV will allow the RTC to occupy the aforementioned SITE for the proposed use; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - RTC AGREES:

1. To build a park and ride and transit facility to serve the Las Vegas Valley's public transportation system, including, but not limited to, the Citizens Area Transit (CAT) buses; express buses; rapid transit buses; Deuce double-deck buses; paratransit vehicles; and possible future fixed guideway systems such as the Regional Fixed Guideway rapid transit vehicles or light rail systems and herein after called the PROJECT, located on the SITE and further detailed in Exhibit "A" to this Agreement.

2. To be responsible for one hundred percent (100%) of all design costs, on-site and off-site improvement costs and all construction costs related to the PROJECT as shown on the conceptual site layout in Exhibit "A" of this Agreement.

3. To use the SITE solely for transportation purposes and supportive joint development.

4. To obtain all necessary building permits and comply with all Clark County and/or City of Las Vegas building codes.

5. To notify CLV in writing if it is not able to develop the PROJECT.

6. To be responsible for the ongoing management of the PROJECT during the term of this Agreement.

7. To not sublease any part of the SITE to a third party without the prior written consent of CLV.

8. To be responsible for maintenance of all facilities on PROJECT SITE during the term of this agreement.

9. To provide two (2) copies of the preliminary design plans and specifications to the CLV for review and comment. The purpose of the design review is to ensure that the SITE is being developed for its intended purpose.

10. To let CLV have use of SITE during any CLV event held at Bruce Trent Park and the Kellog Zaher Sports complex.

ARTICLE II - CLV AGREES:

1. To grant the RTC the right to use the SITE for transportation purposes and for supportive joint development for a term as delineated in Article III, Paragraph 1 below.

2. To review and comment on the preliminary design plans and specifications provided by the RTC within thirty (30) days of receipt.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be for a primary term of thirty (30) years beginning from the date of the execution of this Agreement, plus the option to renew for five (5) extended terms of five (5) years each, the first of such extended terms to begin on the expiration of the initial term and each successive extended term to begin on the expiration of the term immediately preceding.

2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until one hundred and twenty (120) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason

Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR CLV: Larry Haugsness, Field Operations Director
City of Las Vegas
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Phone: (702) 229-1030
Fax: (702) 382-0848
E-mail: lhaugsness@lasvegasnevada.gov

FOR RTC: Jacob L. Snow, General Manager
Attn: Bill Tsiforas
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway, Suite 350
Las Vegas, NV 89106-4512
Phone: (702) 676-1568
Fax: (702) 676-1579
E-mail: tsiforas@rtcsonv.com

4. The RTC will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of the RTC and CLV. The RTC will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the RTC and the CLV. The RTC shall not utilize (and shall ensure any consultant will not utilize) any materials, information or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the CLV. The RTC (and any consultant) shall not reference an opinion of an employee or agent of the CLV obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the CLV.

5. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

6. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any Department breach shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

7. Prior to the use of the SITE, the RTC shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence. The RTC shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and The RTC. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

8. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

9. An alteration ordered by the CLV which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

10. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

11. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

12. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

14. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and

copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

15. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

17. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

19. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

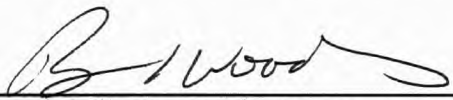
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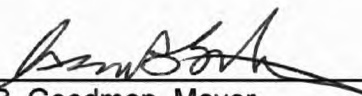
22. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

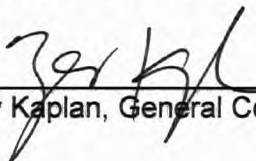
Regional Transportation Commission of

City of Las Vegas

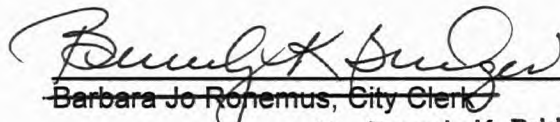

Bruce L. Woodbury, Chairman


Oscar B. Goodman, Mayor

Approved as to Form:


Zev Kaplan, General Counsel

Attest to:

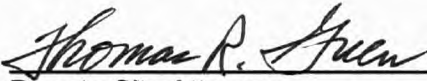

~~Barbara Jo Ronemus, City Clerk~~
By: Beverly K. Bridges, CMC
Acting City Clerk

Attest to:


Name


Title

Approved as to Form:

 1/30/07
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$76,261,246.37

Funding Source: All Funds

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

Summary of Cash Expenditures for the period 02/01-02/15/07

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

City of Las Vegas

Summary of Cash Expenditures

For period of 2/01-2/15/07

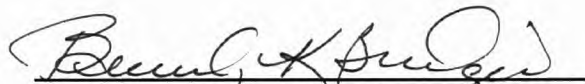
Total Services & Materials Checks :	\$10,985,261.15
Total Services & Materials EFT Payments :	\$1,831,493.17
Total Wire Transfers:	\$56,719,441.56
Total Payroll Checks:	\$6,725,050.49

Grand Total:	\$76,261,246.37
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I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.



Mark R. Vincent
Director of Finance



Beverly K. Bridges
Acting City Clerk

On MARCH 7, 2007, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License, From: DaSilva Brammall, Inc., dba Beefy's, 4601 West Sahara Avenue, Suite 4, Christina M. DaSilva Brammall, Pres, Secy, Treas, Dir, 98% and Peter H. Brammall, Dir, 2%, To: BD Star, Inc., dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda Newman, 100% jointly with spouse and Donald Newman, 100% jointly with spouse - Ward 1 (Tarkanian)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

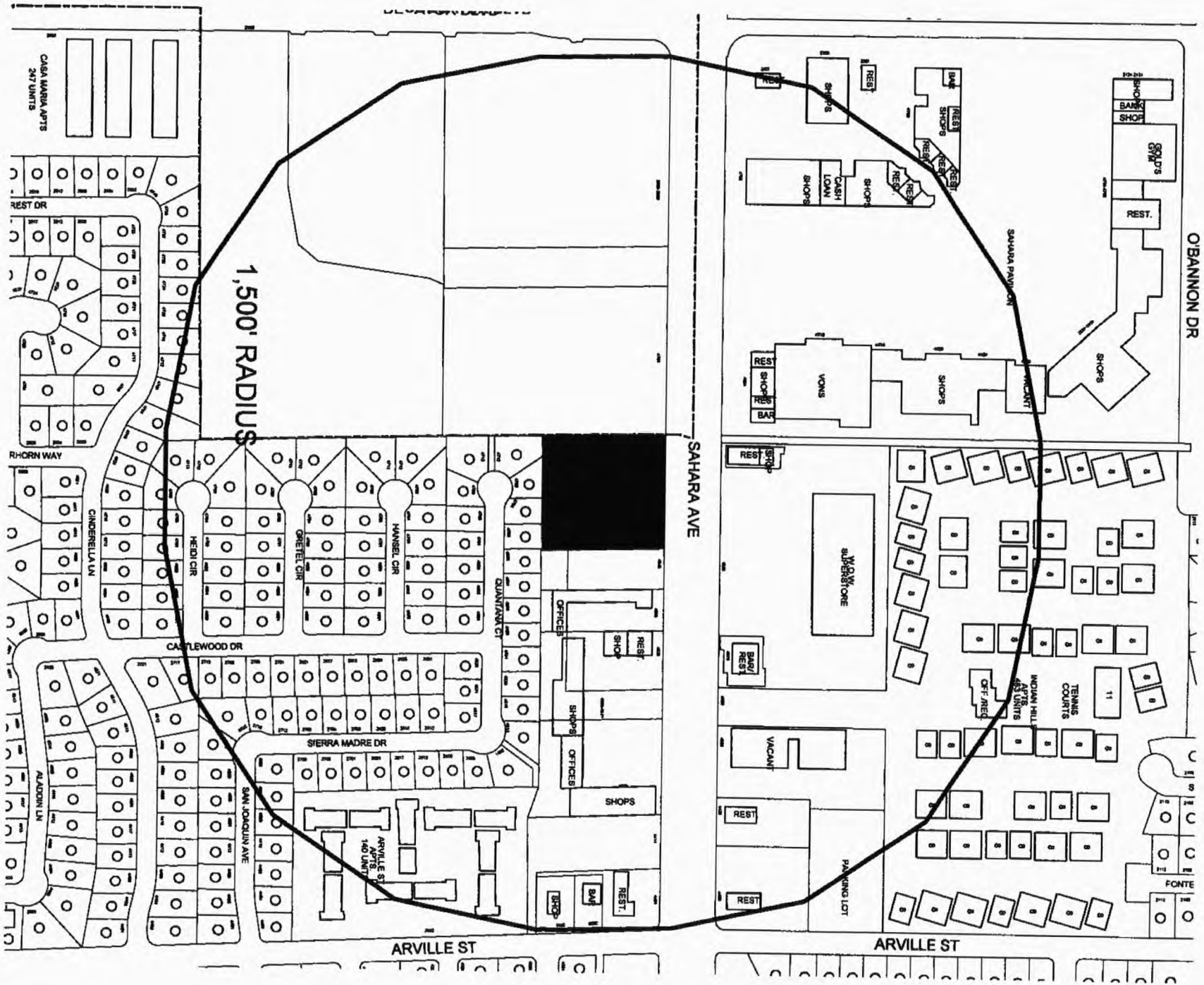
Map

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

SHOTZ



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a new Restricted Gaming License for 15 slots, United Coin Machine Co, db at Save
- A - Lot, 703 North Rancho Drive, Rob Woodson - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE
WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-None)

The map displays a 400-foot radius area centered on the intersection of US Highway 95 and Bonanza Avenue. The area includes various landmarks and businesses, such as the State of Nevada Office Complex, Rancho Swaptmeet, Nevada State Welfare Division Office, Nevada State Dept. of Health Services, Child & Family Services, LVHA Harry Levy Garden, Cox Communication, and several schools and parks. The map also shows a network of streets including Washington Ave, Bonanza Rd, Austin Ave, and the Oran K Gragson Expy. A thick black line indicates the 400-foot radius boundary.

A screenshot of a web browser window. The address bar shows a URL starting with 'http://'. The main content area displays search results for the keyword 'Google'. The results include a link to 'Google' with the description 'The search engine that helps you find what you're looking for.' and another link to 'Google Scholar' with the description 'Search the world's literature, journals, and books.' The browser's interface includes a menu bar with 'File', 'Edit', and 'View' options, and a status bar at the bottom.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Name for a Martial Arts License, From: Nazrat, Inc., dba Bobby Lawrence Karate, To: Nazrat, Inc., dba Mark Lawrence Martial Arts-Karate For Justice, 7510 Westcliff Drive, Mark Lawrence, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Name for a Martial Arts License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

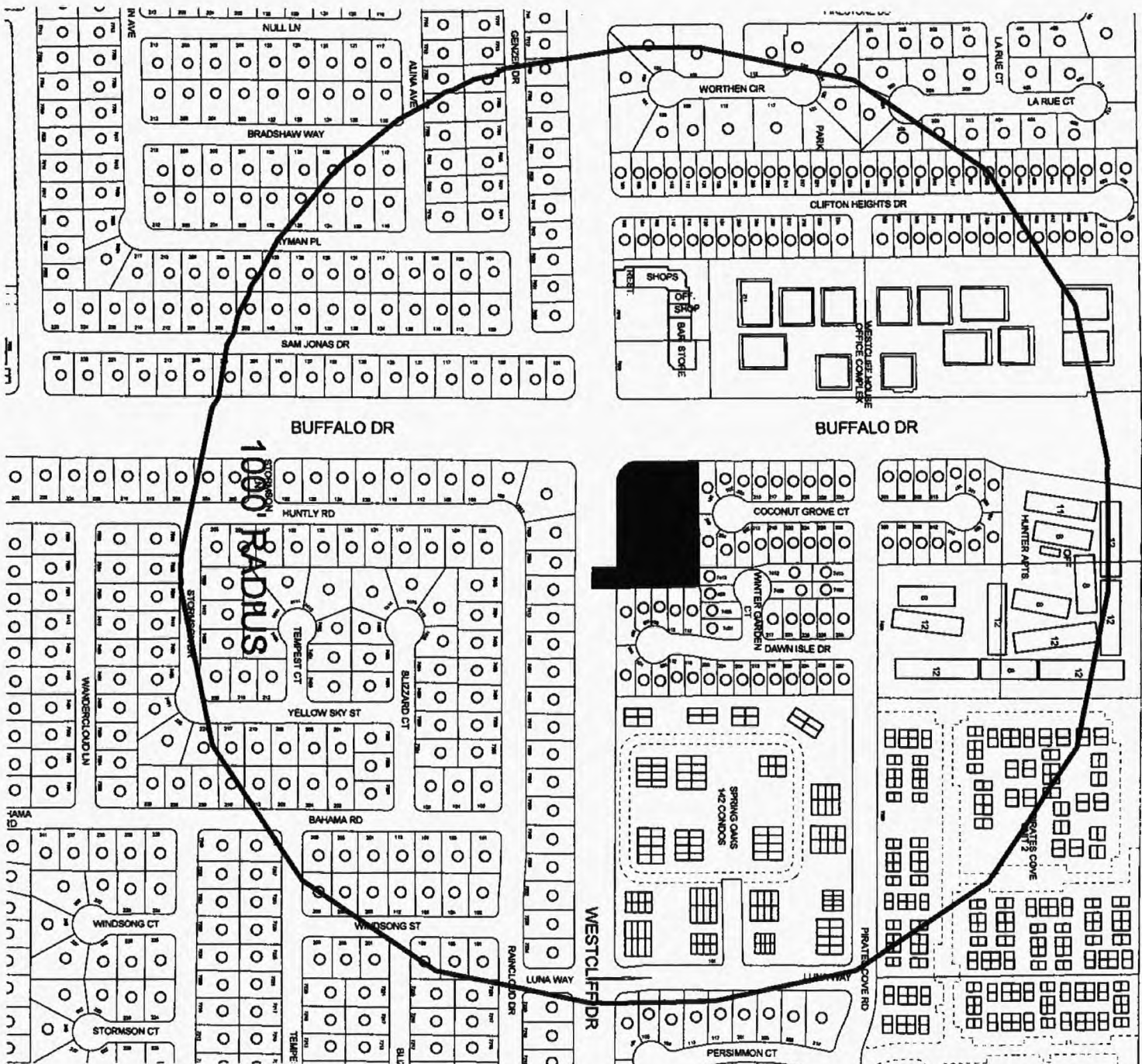
Map

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

MARK LAWRENCE MARTIAL ARTS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee,
Location: Freedom Park, 850 North Mojave Drive, Date: March 18, 2007, Type: Special Event
Beer/Wine, Event: Family Picnic - Spring Festival, Responsible Person in Charge: Antonio
Carranza - Ward 3 (Reese)

Fiscal Impact

☒
☐

No Impact

Budget Funds Available

☐

Augmentation Required

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE
WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II - Department of Public Works - Award recommended to: VTN NEVADA (\$1,510,930 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,510,930

Funding Source: Road and Flood CPF and Sanitation EF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of the design of four storm drain collection systems, drawings, professional cost estimates and reports for the Meadows Alta Parallel Project in addition to improvements to the existing Rainbow Detention Basin. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Jeremy Leavitt, P.E. - (702) 247-4020

RECOMMENDATION:

That City Council approve Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II to VTN Nevada in the amount of \$1,510,930. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
<u>Name</u>	VTN Nevada
<u>Address</u>	2727 S. Rainbow Blvd. Las Vegas, NV 89146
<u>Telephone</u>	(702) 247-4020
<u>FINO/DUNS</u>	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	

Block 3**Type of Business**

Individual

Partnership

Limited Liability Company

Corporation**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)****Block 4 Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Ken D. Gilbreth, P.E.	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	Gene D. Krametbauer, P.L.S.	"	"
3.	Christopher Grubbs, P.E.	"	"
4.	Ian Johnston, P.E.	"	"
5.	James A. Thomas, P.E.	"	"
6.	Daniel Bender, P.E.	"	"
7.	Robert Hosea, P.E.	"	"
8.	Anthony Zicari, P.L.S.	"	"
9.	Daniel Hood, P.E.	"	"
10.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document N/A**Date of Attached Document** _____ **Number of Pages** _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jan. 12, 2010

VTN Nevada.

Firm Name

Ken D. Gilbreth, Principal

Subscribed and sworn to before me this 19th day ofDecember, 2006.

Josefa Eck
Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL, INC. (\$378,770 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$378,770

Funding Source: Sanitation EF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This Contract will provide for a construction manager to assist the City staff in overseeing the construction of the C-33 filtration building located at the Water Pollution Control Facility located at 6005 East Vegas Valley Drive. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis

POC: Bruce Johnson, P.E. - (702) 953-1221

RECOMMENDATION:

That City Council approve Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility to CH2M Hill, Inc. in the amount of \$378,770. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Exhibit G CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
	CH2M HILL
	2285 Corporate Circle, Suite 200
	Henderson, NV 89074
	702-369-6175
<u>EIN or DUNS</u>	DUNS 06-324-8207

Block 2	<u>Description</u>
	Water Pollution Control Facility
	Filtration Facility Rehabilitation
RFP #:	

Block 3	<u>Type of Business</u>
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation

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

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached List of Officers and Directors		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 5

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

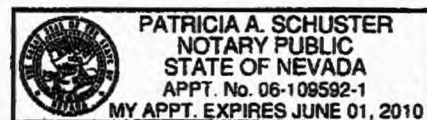
State of Nevada
County of Clark

James G. Foss
James G. Foss, Vice President

Feb 9, 2007
Date

Subscribed and sworn to before me this 9 day of

February 2007.
Patricia A. Schuster
Notary Public



CH2M HILL Legal Entities - List of Active Officers and Directors

CH2M HILL, INC.

2/8/2007

Director	Title
Dehn, William T.	BOARD OF DIRECTORS PRESIDENT
Iapalucci, Samuel H.	BOARD OF DIRECTORS EXECUTIVE VICE PRESIDENT SECRETARY
McCallie, S. Wyatt	BOARD OF DIRECTORS SENIOR VICE PRESIDENT
Peterson, Ralph R.	BOARD OF DIRECTORS EXECUTIVE VICE PRESIDENT
Ahearn, Joseph A.	EXECUTIVE VICE PRESIDENT
Card, Robert G.	EXECUTIVE VICE PRESIDENT
Evans, Don S.	EXECUTIVE VICE PRESIDENT
Higdem, Garry M.	EXECUTIVE VICE PRESIDENT
McIntire, Lee A.	EXECUTIVE VICE PRESIDENT
Akers, Jeffrey A.	SENIOR VICE PRESIDENT
Bailey, Robert W.	SENIOR VICE PRESIDENT
Beech, Gary D.	SENIOR VICE PRESIDENT
Bisio, Christine M.	SENIOR VICE PRESIDENT
Bullock, Robert H.	SENIOR VICE PRESIDENT
Calhoun, William L.	SENIOR VICE PRESIDENT
Chapman, Robert L.	SENIOR VICE PRESIDENT
Hall, Philip G.	SENIOR VICE PRESIDENT
Hannan, Peter A.	SENIOR VICE PRESIDENT
Iotti, Robert C.	SENIOR VICE PRESIDENT
Kennedy, Michael D.	SENIOR VICE PRESIDENT
Lasswell, Mark A.	SENIOR VICE PRESIDENT
Lemmon, George N.	SENIOR VICE PRESIDENT
Lombardo, Katherine M.	SENIOR VICE PRESIDENT
Lupia, Eugene A.	SENIOR VICE PRESIDENT
Maldonado, Liliana	SENIOR VICE PRESIDENT
Mather, Jeffrey R.	SENIOR VICE PRESIDENT
McIntyre, Gregory T.	SENIOR VICE PRESIDENT
Peters, Thomas L.	SENIOR VICE PRESIDENT
Rosenblum, David C.	SENIOR VICE PRESIDENT
Santee, M. Catherine	SENIOR VICE PRESIDENT
Searle, Thomas G.	SENIOR VICE PRESIDENT
Smith, Rob	SENIOR VICE PRESIDENT
Szomjassy, Michael A.	SENIOR VICE PRESIDENT
Thompson, Cliff G.	SENIOR VICE PRESIDENT
Topping, Raymond E.	SENIOR VICE PRESIDENT
Chase, Paula W.	ASSISTANT SECRETARY
Shelton, Brian R.	TREASURER VICE PRESIDENT
Shea, JoAnn	CONTROLLER VICE PRESIDENT
Abdelhamid, M. Salah	VICE PRESIDENT
Abrams, Jory M.	VICE PRESIDENT

Akay, Omur S.	VICE PRESIDENT
Allard, Dave	VICE PRESIDENT
Anastos, George	VICE PRESIDENT
Arnett, Katherine	VICE PRESIDENT
Arredondo, III, Antonio	VICE PRESIDENT
Arther, John	VICE PRESIDENT
Barker, L. Sheldon	VICE PRESIDENT
Bastian, Michael V.	VICE PRESIDENT
Bauer-Martinez, John	VICE PRESIDENT
Bausano, James	VICE PRESIDENT
Belvedere, John A.	VICE PRESIDENT
Benson Jr., Philip D.	VICE PRESIDENT
Bieniulis, Susan M.	VICE PRESIDENT
Blakney, John H.	VICE PRESIDENT
Blevins, David	VICE PRESIDENT
Boedigheimer, Mark A.	VICE PRESIDENT
Bogenberger, Vicki	VICE PRESIDENT
Bollinger, Alan F.	VICE PRESIDENT
Bowen, Mark A.	VICE PRESIDENT
Bowen, Russell V.	VICE PRESIDENT
Brand, Carey	VICE PRESIDENT
Brown, Courtney H.	VICE PRESIDENT
Cable, J. Kendall	VICE PRESIDENT
Caldwell, John W.	VICE PRESIDENT
Callahan, Mark	VICE PRESIDENT
Campbell, James	VICE PRESIDENT
Carley Jr., William	VICE PRESIDENT
Casey, Brian S.	VICE PRESIDENT
Cheppo, Doug	VICE PRESIDENT
Christofferson, Edward J.	VICE PRESIDENT
Cobb, William E.	VICE PRESIDENT
Conway, Kathleen	VICE PRESIDENT
Correll, James S.	VICE PRESIDENT
Cusack, J. Garry	VICE PRESIDENT
Cuthbert, Donald F.	VICE PRESIDENT
D'Ambrosio, Paul C.	VICE PRESIDENT
Dahl, Cindy L.	VICE PRESIDENT
Damron, Floyd J.	VICE PRESIDENT
Danko, Joseph P.	VICE PRESIDENT
Davis, D. Edward	VICE PRESIDENT
DeAutremont, Steven C.	VICE PRESIDENT
Decker, Thomas E.	VICE PRESIDENT
Dehn, Starr J.	VICE PRESIDENT
DeKeyser, Paul J.	VICE PRESIDENT
Dickerson, Gerri B.	VICE PRESIDENT
Draper, Dirk	VICE PRESIDENT
Drinkwater, Lisa A.	VICE PRESIDENT
Dwyer, James	VICE PRESIDENT
Dyne, Richard L.	VICE PRESIDENT
Eldridge, Greg	VICE PRESIDENT

Farhang, Farshad	VICE PRESIDENT
Fieldbinder, Robert H.	VICE PRESIDENT
Fink, Thomas R.	VICE PRESIDENT
Fleming, Murry L.	VICE PRESIDENT
Flint, Roger	VICE PRESIDENT
Foreman, Terry L.	VICE PRESIDENT
Foss, James G.	VICE PRESIDENT
French, Elizabeth	VICE PRESIDENT
Galloway, Lori	VICE PRESIDENT
Gelman, Stephen R.	VICE PRESIDENT
Gergely, Steve	VICE PRESIDENT
Gerrish, Theresa A.	VICE PRESIDENT
Giese, Regan	VICE PRESIDENT
Givens, Silas W.	VICE PRESIDENT
Graves, Tim	VICE PRESIDENT
Greeley, James W.	VICE PRESIDENT
Green, Dale F.	VICE PRESIDENT
Grover, Jeffrey M.	VICE PRESIDENT
Guenther, Cori	VICE PRESIDENT
Hall, Ken C.	VICE PRESIDENT
Hall, Sirpa H.	VICE PRESIDENT
Halloran, Amy R.	VICE PRESIDENT
Hanna, Katherine M.	VICE PRESIDENT
Hartley, James	VICE PRESIDENT
Heimlich, Brad W.	VICE PRESIDENT
Hellstrom, Jeff	VICE PRESIDENT
Hergenrader, Richard S.	VICE PRESIDENT
Heskett, Todd	VICE PRESIDENT
Hill, Ken	VICE PRESIDENT
Hirsekorn, Richard A.	VICE PRESIDENT
Hunsaker, Chad H.	VICE PRESIDENT
Hunter, Jim	VICE PRESIDENT
Ibison, Meg	VICE PRESIDENT
Irrinki, Sam	VICE PRESIDENT
Irving, William E.	VICE PRESIDENT
Jain, Priya	VICE PRESIDENT
Jardine, Gary D.	VICE PRESIDENT
Jeffcoat, W. Blakely	VICE PRESIDENT
John, Ann	VICE PRESIDENT
Johnson, Lloyd	VICE PRESIDENT
Klampe, Patrick L.	VICE PRESIDENT
Knapp, William J.	VICE PRESIDENT
Kreindler, Cheryl E.	VICE PRESIDENT
Lathen, Robert L.	VICE PRESIDENT
Le, Bao	VICE PRESIDENT
Luebbers, Richard D.	VICE PRESIDENT
Luersen, Paul V.	VICE PRESIDENT
Lynch, Dan	VICE PRESIDENT
Martin, Kismine M.	VICE PRESIDENT
Mathies, Steven	VICE PRESIDENT

McCormick, Thomas M.	VICE PRESIDENT
McLean, Thomas M.	VICE PRESIDENT
McRae, Jay D.	VICE PRESIDENT
Merrill, Kelly	VICE PRESIDENT
Miller, James	VICE PRESIDENT
Mogge, John	VICE PRESIDENT
Morris, Mark S.	VICE PRESIDENT
Morrison, Meg	VICE PRESIDENT
Nelson, L. L.	VICE PRESIDENT
Nelson, Thomas	VICE PRESIDENT
Nero, Wendy	VICE PRESIDENT
Nicholson, Martin T.	VICE PRESIDENT
Nicol, Bryan	VICE PRESIDENT
O'Halloran, Brian	VICE PRESIDENT
O'Shaughnessy, Niall	VICE PRESIDENT
Parrish, James J.	VICE PRESIDENT
Payne, Michael J.	VICE PRESIDENT
Peagler, Reggie	VICE PRESIDENT
Pennella, Thomas L.	VICE PRESIDENT
Potter, Cynthia M.	VICE PRESIDENT
Potter, Ted M.	VICE PRESIDENT
Price, Dan	VICE PRESIDENT
Prommersberger, Bruce D.	VICE PRESIDENT
Pruitt, Edwin "Bob"	VICE PRESIDENT
Quinby, George "Will"	VICE PRESIDENT
Ragland, Thomas K.	VICE PRESIDENT
Rast, Jacqueline A.	VICE PRESIDENT
Razzolini, John T.	VICE PRESIDENT
Rehberger, Glenn W.	VICE PRESIDENT
Reid, Lisa	VICE PRESIDENT
Roberts, Christine	VICE PRESIDENT
Roundtree, David	VICE PRESIDENT
Ruhl, Terry A.	VICE PRESIDENT
Salgaonkar, Jagdish B.	VICE PRESIDENT
Schlegel, Paul R.	VICE PRESIDENT
Schmitz, John	VICE PRESIDENT
Schwerdtfeger, Christina	VICE PRESIDENT
Schwing, James E.	VICE PRESIDENT
Selvy, Ray	VICE PRESIDENT
Sharp, Kevan D.	VICE PRESIDENT
Shiple, Peter	VICE PRESIDENT
Sideman, Jill T.	VICE PRESIDENT
Slack, Kevin	VICE PRESIDENT
Solomon, JD	VICE PRESIDENT
Stamm, Dennis	VICE PRESIDENT
Stowe Jr., Joseph C.	VICE PRESIDENT
Sturges, Jr., Stanley	VICE PRESIDENT
Sturtevant, Dave	VICE PRESIDENT
Tanner, Kendal	VICE PRESIDENT
Taylor-Woodyard, Patricia	VICE PRESIDENT

Thoreen, Timothy	VICE PRESIDENT
Tinkler, Dennis F.	VICE PRESIDENT
Townley, Paul	VICE PRESIDENT
Trusler, Scott L.	VICE PRESIDENT
Ulrich, H. Donald	VICE PRESIDENT
Underwood, Harold	VICE PRESIDENT
Underwood, W. Michael	VICE PRESIDENT
Van Hemert, Margaret A.	VICE PRESIDENT
Van Wagenen, Jr., Bill	VICE PRESIDENT
Vaughn, Robert R.	VICE PRESIDENT
Vornacka, David H.	VICE PRESIDENT
Waite, David A.	VICE PRESIDENT
Waldeck, Thomas V.	VICE PRESIDENT
Walling, Van	VICE PRESIDENT
Wanders, Stephen P.	VICE PRESIDENT
Weikert, Scott	VICE PRESIDENT
Wharton, John B.	VICE PRESIDENT
Wright, Jeanine	VICE PRESIDENT
Wynn, Alfred L.	VICE PRESIDENT
Barber, Scott	ASSISTANT VICE PRESIDENT
Brubaker, Gregory	ASSISTANT VICE PRESIDENT
Crandall, Charles	ASSISTANT VICE PRESIDENT
Epling, Dean	ASSISTANT VICE PRESIDENT
Heinemann, Thomas J.	ASSISTANT VICE PRESIDENT
Higgins, Thomas E.	ASSISTANT VICE PRESIDENT
Leczmar, Sr., Richard A.	ASSISTANT VICE PRESIDENT
Lehnen, Jeffrey D.	ASSISTANT VICE PRESIDENT
Orlowski, Thomas C.	ASSISTANT VICE PRESIDENT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3, located at Deer Springs Way and Buffalo Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (\$896,730.16 - Various Funds) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$896,730.16

Funding Source: Various Funds

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This Contract will provide for a construction manager to assist City staff in overseeing the construction of the Centennial Hills Park Phase 3 located on a 45 acre parcel bounded by Deer Springs Way on the South and Buffalo Drive on the East. Funds for this project are from various sources including SNPLMA, Parks and Leisure Activities CPF and General Fund. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis

POC: Allyn Taylor, P.E. - (702) 870-2130

RECOMMENDATION:

That City Council approve Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3 to Jacobs Engineering Group, Inc. in the amount of \$896,730.16. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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2. Policy

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3. Instructions

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Block 1	<u>Contracting Entity</u>
Jacobs Engineering Group, Inc.	
Name	2500 N. Buffalo Dr., Suite 110 Las Vegas, NV 89128
Address	(702) 870-2130
Telephone	07-410-3508
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: CM Inspection Services for Centennial Hills Park Phase 3 Project	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

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

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.		SEE ATTACHMENT 1 - FORM DEF 14A	
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2

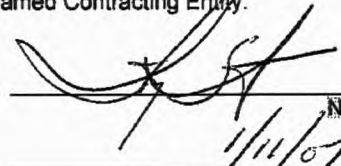
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: Attachment 1- FORM DEF 14A - Jacobs Engineering Group Inc

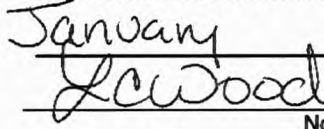
Date of Attached Document: December 19, 2006 Number of Pages: 2

* I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

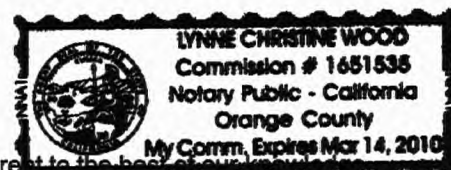


 Name
 1/11/07

 Date

Subscribed and sworn to before me this 11th day of
January, 2007.


 Notary Public



* JE Stock is publicly traded on a daily bases. The attached data is current to the best of our knowledge.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Contract No. 070161 for Accident Investigation Services - Department of Human Resources - Award recommended to: DMA CLAIMS SERVICES (\$80,000 - Liability Insurance and Property Damage Internal Services Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$80,000

Funding Source: Liability Insurance and Property Damage ISF

Dept./Division: Human Resources

PURPOSE/BACKGROUND:

This Contract provides for accident investigations and associated services for incidents involving City vehicles with fixed rates for the initial investigation and damage appraisals and an hourly rate for additional services. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White

POC: Henning Heldt - (323) 342-6800

RECOMMENDATION:

That City Council approve the award of Contract No. 070161, Accident Investigation Services to DMA Claims Services for the period of date of award through June 30, 2008, with two one-year renewal options in the estimated annual amount of \$80,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Accident Investigation Services

Contract No. 070161

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)****Block 3****Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Thomas J. Reitze	2705 Media Center Drive Los Angeles CA 90065	323 342-6800
2.	Charles N. Ohi	2705 Media Center Drive Los Angeles CA 90065	323 342-6800
3.	Paula Snider	2705 Media Center Drive Los Angeles CA 90065	323 342-6800
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE*NOT APPLICABLE*

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

Name of Attached Document: N/ADate of Attached Document: N/ANumber of Pages: N/A

Accident Investigation Services

Contract No. 070161

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity



[Signature]
Name
16 February 2007
Date

Subscribed and sworn to before me this 16TH day of

February, 2007

[Signature]
Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the First Amendment to Professional Services Agreement No. 070092 for Additional Design Services in connection with the Doolittle Senior Center Expansion located at Lake Mead Boulevard and J Street - Department of Public Works - Award recommended to: WHA, LTD. (\$76,900 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$76,900

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On June 7, 2006 City Council approved the award of an Agreement with WHA, LTD. to provide design services for the Doolittle Senior Center's 4,000 square foot expansion project in the amount of \$215,600. This Amendment represents additional owner requested design changes to add a movable partition, exterior lighting and signage, additional restrooms and relocation of the jogging track in the amount of \$76,900. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Winston Henderson - (702) 893-9700

RECOMMENDATION:

That City Council approve the First Amendment to Agreement No. 070092 for Additional Design Services in connection with the Doolittle Senior Center Expansion located at Lake Mead Boulevard and J Street to WHA, LTD. in the amount of \$76,900 bringing the total amount to \$292,500. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	
Name	WHA, LTD
Address	1555 E. Flamingo, Road Suite 350 Las Vegas, NV 89119
Telephone	Office: 702-893-9700 FAX: 702-893-9797
EIN/DUNS	20-073808

Block 2 Description
Subject Matter of Contract/Agreement WHA, LTD to provide addition to the existing Doolittle Senior Center Structure
RFP # N/A

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

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

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WINSTON H. HENDERSON PRINCIPAL	1555 E. FLAMINGO ROAD, STE 350 LAS VEGAS, NEVADA 89119	Tel: (702) 893-9700 Fax: (702) 893-9797
2.			
3.			
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5.			
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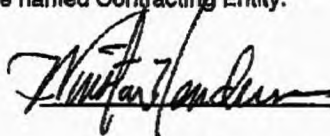
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____ N/A
Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



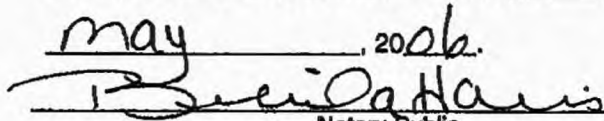
Name

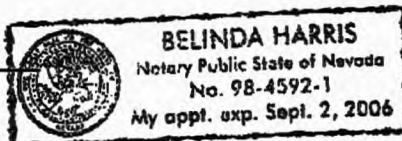
5-10-06

Date

Subscribed and sworn to before me this 10th day of

May, 2006.


Notary Public
State of Nevada
County of Clark



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$284,846.40 - Communications Internal Service Fund and General Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$284,846.60

Funding Source: Communications ISF and General Fund

Dept./Division: Detention and Enforcement

PURPOSE/BACKGROUND:

This Agreement provides for an upgrade of the Motorola Gold Elite console system to the Centracom Gold Elite Dispatch console system with "direct connect" emergency communications capabilities, enhancing the Department of Detention and Enforcement's ability to interface with the Southern Nevada Area Communications Council's (SNACC) wide-area communications system. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services and NRS 332.115.1(q), the design of, and equipment and services associated with, systems of communication.

PCC: D. Kaplan

POC: Curtis Steadman - (702) 558-4437

RECOMMENDATION:

That City Council approve Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System to Motorola, Inc. in the amount of \$284,846.60. Authority to execute this Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

2. Policy

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

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Block 1 Contracting Entity
Motorola, Inc.
Name: Ann Curtis Steadman
Address: P.O. Box 88098 Las Vegas, NV 89193-8098
Telephone: 702-558-4437
EIN or DUNS: 00-132-5463

Block 2 Description
Subject Matter of Contract/Agreement
Las Vegas, NV, City of Detention & Enforcement - CENTRACOM Console Upgrade
RFP#:

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

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

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached list of Senior Officers	The business address for all senior officers and directors is: 1301 East Algonquin Road Schumburg, IL 61966	847-676-3000
2.	See attached list of Directors		
3.	See attached list of most current institutional investors holding at least 1% as of Dec 31, 2007	Not available	Not available

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

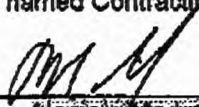
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity


 Name: Mark Schmidt
 MSS Vice President & Director

February 21, 2007

Date

Subscribed and sworn to before me this ____ day of

_____, 2006

 Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of

San Diego

} ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

21st day of February, 2007, by

(1) Mark Schmidt
Name of Signer

☐ Personally known to me

☒ Proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)
(and

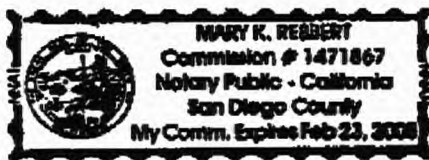
(2) _____
Name of Signer

☐ Personally known to me

☐ Proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Mary K. Rebert
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Certificate of Disclosure of
Ownership / Principals

Document Date: None Number of Pages: 2

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here



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Chairman and Chief Executive Officer, Motorola, Inc.

David W. Dorman
Former Chairman and Chief Executive Officer, AT & T

H. Laurance Fuller
Former Co-Chairman, BP Amoco, p.l.c.

Judy C. Lewent
Executive Vice President, Chief Financial Officer, Merck & Co., Inc.

Thomas J. Meredith
General Partner and Co-Founder, Meritage Capital, L.P.; Former Chief Financial Officer, Dell, Inc.

Nicholas Negroponte
Chairman Emeritus, Massachusetts Institute of Technology Media Laboratory

Indra K. Nooyi
Chief Executive Officer, PepsiCo, Inc.

Samuel C. Scott, III
Lead Director; Chairman, President and Chief Executive Officer, Corn Products International

Ron Sommer
Former Chief Executive Officer, Deutsche Telekom

James R. Stengel
Global Marketing Officer, Procter & Gamble Company

Douglas A. Warner, III
Former Chairman, J.P. Morgan Chase & Co.

John A. White
Chancellor, University of Arkansas

Miles D. White
Chairman and Chief Executive Officer, Abbott Laboratories

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Chairman and Chief Executive Officer
Motorola, Inc.



GREGORY Q. BROWN
Executive Vice President,
President, Networks & Enterprise
Motorola, Inc.



PATRICK J. CANAVAN
Senior Vice President, Global Governance
Motorola, Inc.



DAVID W. DEVONSHIRE
Executive Vice President, Chief Financial Officer
Motorola, Inc.



RUTH A. FATTORI
Executive Vice President, Human Resources
Motorola, Inc.



KENNETH C. "CASEY" KELLER, JR.
Executive Vice President and Chief Marketing Officer
Motorola, Inc.



A. PETER LAWSON
Executive Vice President,
General Counsel and Secretary
Motorola, Inc.



DANIEL M. MOLONEY
Executive Vice President, President
Connected Home Solutions
Motorola, Inc.



PATRICIA B. MORRISON
Senior Vice President, Chief Information Officer
Motorola, Inc.



RICHARD N. NOTTENBURG
Executive Vice President, Chief Strategy Officer
Motorola, Inc.



STU REED
Executive Vice President,
Integrated Supply Chain
Motorola, Inc.



PADMASREE WARRIOR
Executive Vice President, Chief Technology Officer
Motorola, Inc.

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As of December 31, 2006, most current reporting period: Entities holding more than one percent (1%) ownership interest in Motorola, Inc.

Firm Name

Barclays Global Investors, NA
Dodge & Cox
Wellington Management Company, L.L.P.
Fidelity Management & Research (US)
State Street Global Advisors (U.S.)
Capital Research & Management Co.
Vanguard Group, Inc.
ClearBridge Advisors
NWQ Investment Management Company, LLC
Deutsche Asset Management Americas
College Retirement Equities Fund
BlackRock Financial Management, Inc. (ML)
PRIMECAP Management Company

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of Contract No. 070306-DK for Facility Development Consulting Services - Office of Business Development - Award recommended to: CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (\$100,000 - General Fund)

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$100,000

Funding Source: General Fund

Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:

This Contract provides for facility development consulting services related to the development of a new, state-of-the-art arena within City limits. In a two-phase process, the consultant will first develop a Request for Proposal for potential developers. As a second option phase the consultant will solicit and evaluate proposals and present its findings to the City. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Kaplan

POC: Bill Rhoda - (972) 491-6900

RECOMMENDATION:

That City Council approve the award of Contract No. 070306-DK for Facility Development Consulting Services to Conventions, Sports and Leisure International in the amount of \$50,000 for Phase 1 services and \$50,000 for Phase 2 option services. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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2. Policy

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3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

CSL International

Name

1907 E. Wayzata Blvd., Suite 250

Address

(952) 476-5900

Telephone

41-1819032

EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement

Facility Development Consulting Services

RFP#

Block 3**Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Craig H. Sklem	1907 E. Wayzata Blvd., Suite 250 Wayzata, MN 55391	(952) 476-5900
2.	John Kaatz	1907 E. Wayzata Blvd., Suite 250 Wayzata, MN 55391	(952) 476-5900
3.	William Rhoda	2121 W. Spring Creek Parkway, Suite 108 Plano, TX 75023	(972) 491-6900
4.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity


 Name
 2/21/2007
 Date

Subscribed and sworn to before me this 21st day of

February, 2007
Michele M. Struss
 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Modification No. 1 to Software License and Maintenance Agreement - Department of Detention and Enforcement - Award recommended to: PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. (\$76,000 - General Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$76,000

Funding Source: General Fund

Dept./Division: Detention and Enforcement

PURPOSE/BACKGROUND:

This Modification provides a Telestaff and Webstaff resource rostering system to the Department of Detention and Enforcement to include software, hardware, training and implementation services. Department of Fire and Rescue has been utilizing the same system since 1999. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), Software for Computers.

PCC: D. Kaplan

POC: Shannon Heath - (714) 337-5101

CFN: 070295

RECOMMENDATION:

That City Council approve Modification No. 1 to a Software License and Maintenance Agreement with Principal Decision Systems International in the amount of \$76,000 to increase the original amount from \$45,000 to \$121,000 with an annual estimated maintenance of \$12,400. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to create one regular full time Metropolitan Medical Response System Coordinator for the Fire and Rescue - Operations Division of the Fire Department (\$74,303 Salary + \$29,721 Benefits - Metropolitan Medical Response System Grant)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$104,024.00

Funding Source: Metropolitan Medical Response System Grant

Dept./Division: Fire Department/Fire Rescue - Operations

PURPOSE/BACKGROUND:

This position directly supports the global fire department goal to enhance Emergency management capabilities for manmade or natural disasters and address Homeland Security issue through prevention, response, mitigation and critical infrastructure protection measures. The position has been occupied for the last 5 years and, out of necessity, has a full-time person assigned to the area. Las Vegas Fire Rescue has received over 1.3 million dollars in direct MMRS funding since fiscal year 2000. This grant has been very stable since its inception and we are very confident the funding will continue long term. The position can be 100% funded by annual grant monies originating from the Metropolitan Medical Response System (MMRS) grant. This grant has been strongly funded at approximately \$230,000 annually for over 5 years and continues to have tremendous support.

RECOMMENDATION:

Approve the creation of MMRS Coordinator position for Fire & Rescue.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA JACKSON

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the Nevada Law Foundation grant awards in the amount of \$30,000 and a supplemental amount of \$3,000, for a total of \$33,000 to the Senior Citizens Law Project (\$33,000 Grant Revenue - Special Revenue Fund) - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

These Nevada Law Foundation monies will allow the Senior Citizens Law Project (SCLP) to fund needed expansion of services and supplies to include general operating expenses. This funding is used to provide legal services to residents of Las Vegas and Clark County with a priority for Las Vegas residents aged 60 and older with particular emphasis placed on the individual's autonomy and free exercise of individual initiative in planning and managing their own lives.

RECOMMENDATION:

Staff recommends City Council approval.

BACKUP DOCUMENTATION:

Notification of Grant Award Letter

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



NEVADA LAW FOUNDATION

EXECUTIVE DIRECTOR:
Suzan Baucum, Esq.

BOARD OF TRUSTEES:
Curtis B. Coulter, Esq.
Chairperson

Carolyn Myers, Esq.
Vice Chairperson

Nelson Mackenna
Secretary/Treasurer

Robert T. Eglet, Esq.
Diane Fearon
Pete Gibson, Esq.
Robert Maddox, Esq.
Roberta Prutzman
Merri Belaustegui-Traicanti, Esq.

January 26, 2007

Sugar Vogel
Senior Citizens Law Project
400 Stewart Avenue
Las Vegas, NV 89101

Dear Sugar:

On behalf of the Board of Trustees, You have been awarded 2 grants. One grant in the amount of \$30,000, and one in the amount of \$3,000.00. I am pleased to present you with the first half of the 2007 Nevada Law Foundation Grant. Please find enclosed check number 4563 in the amount of \$16,500.00. Interim reports will be due in the Foundation office no later than Thursday, June 14, 2007. Interim reports must include a project summary, activities completed in the first half of the grant period, projected activities for the second half of the grant period, and a detailed summary of expenditures. Facsimile and email copies will not be accepted.

Before funding consideration will be given for a successive year, a final report for the previous years' activities must be submitted no later than Monday October 15, 2007. Additional reports may be requested by the Foundation on a case by case basis. **Late reports will result in no further funding from the Foundation.**

In writing future grants please be specific in your grant request to state specifically what supplies includes.

If you have any questions or if I may provide you with any additional assistance, please do not hesitate to contact me.

Sincerely,

Suzan Baucum, Esq.
Executive Director
SB:md

Enclosure

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the list of junior high and high school students to be nominated by the City of Las Vegas for the Nevada League of Cities and Municipalities Youth Awards Program - All Wards

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division: Neighborhood Services/Neighborhood Initiatives

PURPOSE/BACKGROUND:

Each year, the Nevada League of Cities and Municipalities (NLC&M) recognizes Nevada's students who have contributed to their community through service activities. Winners are chosen based on their outstanding citizenship, demonstrated leadership, academic achievement, community involvement and participation in school clubs and organizations. To be considered for this awards program, students must be formally nominated by the municipality they represent. Each member city of the NLC&M may nominate students in three categories: junior high, high school, and graduating seniors.

RECOMMENDATION:

Approval of the list of student nominees and forwarding their names to the NLC&M for further consideration.

BACKUP DOCUMENTATION:

1. List of city of Las Vegas nominees for the NLC&M Youth Awards
2. Copies of student award applications

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

**City of Las Vegas
Nevada League of Cities and Municipalities
2007 Youth Award Nominees***

Junior High School Students	
Tazia Statucki	Sig Rogich Middle School – Ward 2
Emily Murzinski	Molasky Junior High School – Ward 4
Shawwna Peters	Knudson Middle School – Ward 3
High School Students	
Sagar Raich	Advanced Technologies Academy – Ward 5
Yan Ou	Clark High School – Ward 1
High School Seniors	
Kathryn Davidson	Centennial High School – Ward 6
Shaan Patel	Clark High School – Ward 1
Linda Baires	Rancho High School – Ward 5

* Students selected based on applications submitted to the city of Las Vegas

NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD APPLICATION
JUNIOR HIGH SCHOOL STUDENTS – 2006 – 2007

School Attending: Sig Rogich Middle School

Name: Tazia Statucki

Date of Birth: 08/31/1994

Home Address:

Street: 5679 Winter Star ct.

City: Las Vegas, NV

Zip Code: 89141

Telephone: (702)876-9559

Parent or Guardians Name: Tina Statucki

Address: 5679 Winter Star ct.

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit your community and or persons within the community. Be sure your description explains this benefit.

School:

- **Math Counts - (been a member for 2 years) – It is an after school club that develops higher level thinking in math. You compete in tournaments consisting entirely of math.**
- **Krypto Team - (been a member for 1 year) - Krypto is a math game dealing with fast thinking. It develops quick math skills and is very entertaining.**
- **Junior Varsity Quiz – (been a member for 1 year) – JV Quiz resembles a trivia game. It tests your knowledge on a variety of subjects including math, history, geography, English, reading, and many other categories.**
- **Bowling Club – (1 year) – Bowling to win a trophy and a special prize.**
- **D.A.R.E. – (fifth grade) – D.A.R.E stands for Drug and Addiction Resistance Education. D.A.R.E teaches kids to not do drugs. You learn the effects and consequences of drugs.**
- **Girl Power – (6 weeks) – This is a counseling group that helps build a young girl's self esteem and confidence.**

Community:

- Crafts for Kids – (member for several years) – This is a club where we make crafts. Then sell the crafts. All money goes to charitable children's causes.
- CPR Certified – I learned all about important medical procedures for emergencies.

Clubs, Church, or other Organization (non-school):

- SNFA – (about 5-7 years) – SNFA stands for Southern Nevada Fast pitch Association. This is a softball league.

Hobbies:

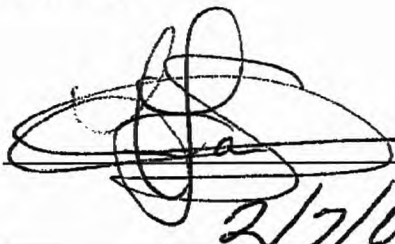
- Swimming
- Bowling
- Softball
- Traveling to different National Parks

Employment: none

I hereby submit this application to the Nevada League of Municipalities for the above scholarship.

Students Signature: 
Date: 2/7/07

We, the parents or guardians of the above named student, approve (his/her) application for the above scholarship.

Parent/Guardian Signature: 
Date: 2/7/07

Deadline for submitting application to the appropriate school official is:

February 9, 2006

Robert Williams

2381 S. Washoe Ave.
Pahrump, NV 89048
(775) 727-6932

February 7, 2007

Nevada League of Cities & Municipalities

310 S. Curry Street
Carson City, NV 89703

Youth Award Panel Members:

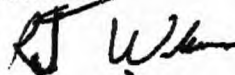
It is my honor to recommend Tazia Statucki for the Nevada League of Cities and Municipalities Scholarship. I've known Tazia and her family for several years, and I find her to be a remarkable young woman. She's friendly, courteous, helpful, and tenacious in all of her endeavors.

I've worked with Tazia when she has volunteered to help teachers at Palo Verde High School and through the Crafts for Kids club. Tazia has an infectious, positive attitude, and she works well with groups of both adults and teenagers. She's a natural leader and quickly garners respect from others through example and hard work.

My wife and I have a three-year old son, and we are very particular about his care. To date, he has never been cared for by anyone besides his grandmothers. I've taught honors and regular students for several years now, and I've never met a young woman that I would trust as much as Tazia to take care of my son for an evening. Tazia solves problems and makes good decisions when it comes to herself and to the welfare of others.

Tazia is an honorable young woman, a kind young woman who will grow into an adult possessing the necessary morals and values to lead our world into a positive future.

Sincerely,



Robert J. Williams
English Teacher
Palo Verde High School

February 2007

To Whom It May Concern:

I am writing this letter of recommendation for Tazia Statucki, a student at Sig Rogich Middle School. In the years that I have known Tazia, she has exhibited outstanding leadership skills in and out of the classroom. As a student, Tazia has demonstrated her academic talents in the classroom by maintaining a perfect 4.0 grade point average for sixth and seventh grade. For her efforts, Tazia has qualified to take ninth grade honors geometry at Palo Verde High School as part of her eighth grade curriculum.

Participation in all classroom activities is a must for Tazia whose goal is to graduate from college. To assist her in accomplishing this goal, Tazia has taken the necessary middle school courses that will challenge her academically and socially. Tazia's work ethic and organizational skills are outstanding. Tazia begins her day at 5:30 a.m. to prepare for a 45 minute drive to school and it ends when she returns home in the evening after attending after school clubs and practice sessions for activities she is involved in.

Tazia continues to be a team player that is willing to help her peers, teachers and administrators. She is extremely positive in all situations. Most importantly, Tazia is well liked and respected by her peers. Students seek her out for advice and assistance.

I feel that Tazia would greatly benefit from and be an asset to the Nevada League of Cities and Municipalities Program. Tazia will bring her many talents to this program, as she has done so far in her educational career. She will use what she learns to help create a positive environment in her school and community.

Sincerely,

Kim K. Friel
Principal

January 30, 2007

To Whom It May Concern:

This is a letter of recommendation for Tazia Statucki.

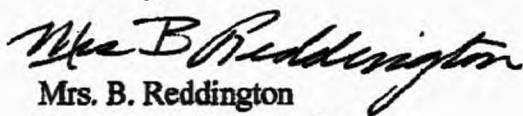
Tazia has been a student in the Algebra 1 Honors class that I teach at Sig Rogich Middle School. She is also a member of the "Math Counts" team which will be representing our school in the Southern Nevada Contest in February. I have known Tazia for 5 months and have observed her as a student and as a participant in an after school club.

Tazia is a wonderful young lady. She is an excellent student, always striving to do her best. Academic excellence is very important to her. During class, Tazia is attentive, respectful, and helpful. She regularly will contribute to the class discussion and problem solving. She willingly helps other students that might have difficulty with the lesson. When assigned to be part of a group learning situation, Tazia contributes positively to the group. She is respectful of her peers and welcomes their input into the group discussions. She will assume a leadership role in this situation if necessary, but is willing to participate in a lesser role. Her work is always completed and handed in on time. Tazia is friendly and welcomes all into her circle of friends. She is well liked and respected by her peers. All of these qualities that Tazia exhibits in the classroom carry over to after school activities.

Any organization would be very fortunate to have Tazia as a member. I have enjoyed knowing Tazia for this time and having her as a student in my class.

If you need any further information about Tazia, I can be reached at 799-6040, ext 3824.

Sincerely,



Mrs. B. Reddington
Teacher of Mathematics
Sig Rogich Middle School
Las Vegas, NV



Canarelli Middle School

Kristy Keller, Principal
Gabe Carmona, Assistant Principal
Amy Chura, Assistant Principal

Liana Bolton, Dean of Students
Diane Hovland, Dean of Students
Ron Rogers, Dean of Students

January 27, 2007

To Whom it May Concern:

I am writing this letter of recommendation for Tazia Statucki. I am a teacher at Canarelli Middle School, where Tazia attended last year. I was her Accelerated Mathematics teacher, and coach for Math Counts Club and Krypto Club.

It is a pleasure to write a letter for Tazia to state her outstanding qualities and contributions to our school. Tazia is a born leader, with a tremendous ability for working with other people. At school, she always participated in group work, and took a leadership role with her peers. She also worked well with her group during Math Counts Club meetings, and Krypto Club meetings. She helped others to work through their mathematical thinking, and she provided the team and coaches with explanations of her work.

Tazia is an outstanding and helpful student in the classroom. She received "outstanding" citizenship grades throughout the entire sixth grade year. She is a great role-model and is a great example of a hard-working, accelerated student in the classroom.

Tazia also has outside interests that have helped her to become a well-rounded teenager. She participates in softball, swimming and other activities which help to develop cooperation and leadership qualities.

I would recommend Tazia for a scholarship, as she is an active part of her school and community.

Sincerely,

Victoria Welling
Math Strategist
Canarelli Middle School

Wednesday, January 31, 2007

To the Nevada League of Cities & Municipalities Youth Award Program:

As a seventh grade reading teacher at Sig Rogich Middle School, I could think of no one more deserving to receive a community award than Miss Tazia Statucki.

Tazia is a model student, exemplifying the highest level of maturity, respect, and responsibility amongst her peers. She is, by far, one of the most polite and considerate junior high students I have encountered in my experience as a teacher.

As an exemplary student, Tazia serves as a goodwill ambassador for my reading class. Whenever new students enroll in my class, Tazia takes it upon herself to familiarize the students with the expectations of the course, classroom rules and procedures, regularly occurring activities and routines, and instructions for obtaining absent work. Additionally, Tazia is the first student I request when one of her peers needs explanation and elaboration on an assignment or project he or she missed due to an absence. Above all, Tazia is readily available to assist students for any reason, especially when I need directions paraphrased or additional instruction for an individual student. In these situations, her patience is extraordinary.

It is often an overwhelming responsibility to take care of oneself in the seventh grade, therefore, it is extremely creditable that Tazia stays organized and on top of her academics so well that she is able to assist her peers at any time.

Tazia, however, does not stop at helping her peers. Almost daily, before and after school, she peruses the halls, asking teachers if she could be of service to them in any way. Tazia is completely self-sufficient, and I can trust her with complex and meticulous tasks such as grading papers, changing bulletins boards, and filing piles of papers.

Finally, Tazia soars academically. Her communication skills are above-average for her age. She also possesses an exceptional ability to express herself clearly, both in writing and speech. Tazia's reading comprehension and fluency are well above the seventh-grade level, and she is both modest and humble about her skill level. She consistently achieves above a 90 percent in my class and has never failed to turn in or complete even one assignment. It is a rare student that doesn't miss at least one assignment. Tazia's work ethic and the value she places on education are commendable.

Again, it is my pleasure to recommend Tazia for this competitive award, and I have complete confidence that no other candidate deserves this honor more than she does.

Yours in Education,

A handwritten signature in cursive script that reads "Katty B. Sievers". The signature is fluid and elegant, with a large, stylized 'S' at the end.

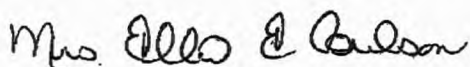
Katty B. Sievers

I wish to recommend Tazia Statucki, one of my students, for the scholarship of the Nevada League of Cities and Municipalities Youth Award Program.

Tazia currently has an A+ average in my 7th grade U.S. History class at Sig Rogich Middle School. Not only is she an excellent student, Tazia is a joy and inspiration to have in my class.

Her study habits, citizenship, and attendance are shining examples of what an ideal student should be at Sig Rogich Middle School. Other students view Tazia as a role model for character and diligence. Other students will often ask me to assign Tazia to their groups to help them with projects and assignments. I will and have assigned Tazia to specifically help others with their studies because I feel that she is able to promote better learning by example.

Sincerely,

A handwritten signature in cursive script that reads "Mrs. Ellen E. Coulson".

Mrs. Ellen E. Coulson
7th Grade U.S. History Teacher
Sig Rogich Middle School

January 30, 2007

To Whom It May Concern:

This is a letter of recommendation for Tazia Statucki.

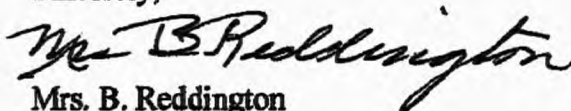
Tazia has been a student in the Algebra 1 Honors class that I teach at Sig Rogich Middle School. She is also a member of the "Math Counts" team which will be representing our school in the Southern Nevada Contest in February. I have known Tazia for 5 months and have observed her as a student and as a participant in an after school club.

Tazia is a wonderful young lady. She is an excellent student, always striving to do her best. Academic excellence is very important to her. During class, Tazia is attentive, respectful, and helpful. She regularly will contribute to the class discussion and problem solving. She willingly helps other students that might have difficulty with the lesson. When assigned to be part of a group learning situation, Tazia contributes positively to the group. She is respectful of her peers and welcomes their input into the group discussions. She will assume a leadership role in this situation if necessary, but is willing to participate in a lesser role. Her work is always completed and handed in on time. Tazia is friendly and welcomes all into her circle of friends. She is well liked and respected by her peers. All of these qualities that Tazia exhibits in the classroom carry over to after school activities.

Any organization would be very fortunate to have Tazia as a member. I have enjoyed knowing Tazia for this time and having her as a student in my class.

If you need any further information about Tazia, I can be reached at 799-6040, ext 3824.

Sincerely,



Mrs. B. Reddington
Teacher of Mathematics
Sig Rogich Middle School
Las Vegas, NV

NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD APPLICATION
JUNIOR HIGH SCHOOL STUDENTS - 2006 - 2007

School Attending: Molasky Junior High School

Name: Emily Murzinski Date of Birth: 4/22/93

Home Address:

Street: 8963 Bracken Cliff Ct.

City: Las Vegas Zip code: 89129

Telephone: (702) 255-0501

Parent or Guardians Name: Amy & Frank Murzinski

Address: 8963 Bracken Cliff Ct.

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit your community and or persons within the community. Be sure your description explains this benefit. You may make attachments if you need additional space (please type or print).

School:

I have participated in many school fundraisers,
each time trying to sell the most I can. Also, I am a part of
Student Council, in which I plan school activities and take on
leadership qualities. I also participated in the caroling group,
which took time after school to go to various senior homes and

Community:

I have helped the community in caroling
for senior homes.

Clubs, Church, or other Organization (non-school):

I am an active participant in my church as I assist in the nursery, taking care of the kids. I also am a striving participant in the Rebels Select Soccer Club. I have also done

Hobbies:

I have an extreme passion for soccer; playing and practicing five nights a week. I also enjoy reading and math. Another hobby of mine is playing a wide variety of sports.

Employment:

Note: Have two responsible adults who are not teachers, school officials or relatives write letters of recommendation. Letters are not limited to, but should include information with respect to: Citizenship, leadership, and community involvement. Letters should be sent to your school official administering this award.

Note: Have two teachers or school officials write letters attesting to your academic achievements and involvement in school sponsored clubs/organizations. The emphasis on academic achievement will be on achievement relative to ability, with GPA being secondary. Other considerations will be attendance, good study habits and diligence. Letters should be sent to your school official administering this award.

I hereby submit this application to the Nevada League of Cities and Municipalities for the above scholarship.

Students Signature: Emily Muzginski

Date: February 6, 2007

We, the parents or guardians of the above named student, approve (his/her) application for the above scholarship.

Parent/Guardian Signature: Amy Muzginski

Date: 2/6/07

Deadline for submitting application to the appropriate school official is:
February 9, 2007

****LATE APPLICATIONS ARE UNACCEPTABLE.****

School (continued):

Sing carols for the holiday. Another club I participated in was computer club, and we got involved in learning the basics of the computer, while also having fun. I am involved in NJHS, National Junior Honor Society, as well where we try to find ways to help our community.

Clubs, Church, or other Organization (non-school) (continued):

my best to be a part of my state's GDP, Olympic Development Program, team, representing my State and region.



February 5, 2007

To Whom It May Concern:

It is without reservation that I recommend Emily Murzinski to you for consideration as a recipient of your award. I have known Emily for the last four years as a member of our club and have had the pleasure to formulate a closer relationship with her over the last seven months. I have seen her mature into a talented soccer player as well as an incredible young woman.

Emily has been an enthusiastic and valuable member of my team. Her dedication to the sport, competitive spirit and excellent sportsmanship qualities enhance her talents on the field. Emily demonstrates an admirable loyalty and cooperation in her relationships with her teammates and is highly respected by her peers for these qualities. Her leadership abilities have seen her take over the responsibilities of the captain of our team. In addition last year Emily, was selected to and continues to play on, the Olympic Development Program's State Team. Here she competes with the best players in her age group for the right to represent our state, region and country.

In addition to the qualities she brings with her to the field, Emily has assisted the club in numerous fundraisers that have enabled us to continue to serve the youth of our community away from the soccer field. She is an exemplary member of my team as well as of our club. I recommend her to you with complete confidence that she will represent your organization with the same standard she brings to ours.

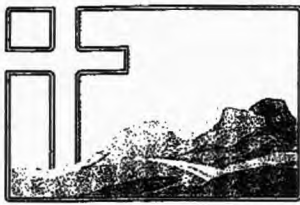
Sincerely,

A handwritten signature in black ink, which appears to read "Michael L. Sarro".

Michael L. Sarro

Rebels Select Soccer Club

93 Girls Coach



FIRST PRESBYTERIAN CHURCH
10300 West Charleston Blvd. #13-128
Las Vegas, Nevada 89135
Phone: (702) 242-0780
Fax: (702) 242-8698

February 2, 2007

Dear Nevada League of Cities and Municipalities:

I am writing this letter of recommendation at the request of Ms. Emily Murzinski who is seeking the Youth Award Scholarship Program.

Emily is a leader. She understands the value of hard work and determination and many of her friends and peers follow her into areas of service, academics, and athletics. She takes the lead in many areas of her life. Emily instinctively knows that teamwork creates synergy and synergy toward a goal is positive and empowering for everyone. She has been terrific in matters of decision making for our service projects, retreats, and all youth activities.

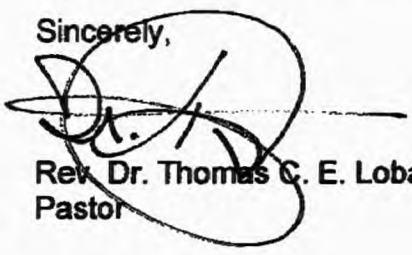
Emily is compassionate. Her faith and passion for life enable her to act in the best interest of the people around her. If someone is hurting, she cares for them and listens to them. If someone needs direction, she will share what she reasons to be good for them. If someone needs a friend, she is there. If someone needs a helping hand, she is ready to put her hands and legs to work. If a team needs a win, she will try to find a way to win.

Emily is delightful and energetic with a sense of humor creating joy. Her laughter is contagious and she enjoys being with her friends and promoting camaraderie and fellowship. Her friends enjoy her company and her loyalty. Whether it is planning an event for thirty adults and youth, or serving the needs of families in our church in child care, or writing and acting her part in church dramas for worship, our time with her is inspirational.

Emily is a person everyone wants on their team, or going on that special trip, or volunteering for mission work because she takes life serious enough to get down to business, and enjoys life enough to laugh at herself.

I highly recommend Emily Murzinski, and I know your award will be best served in a young woman with her gifts and talents.

Sincerely,



Rev. Dr. Thomas C. E. Lobaugh
Pastor



IRWIN & SUSAN

MOLASKY JUNIOR HIGH SCHOOL

Let the magic begin . . .

Bart Mangino, Principal
Kimberly Bauman, Assistant Principal
Jennifer Messinger, Assistant Principal
Aaron Hungerholt, Dean of Students
Missy Shipp, Dean of Students

February 6, 2007

Dear Sir or Madam:

Emily Murzinski has been my student since August 2006, although, I have had the pleasure of knowing her for over two years. She is a responsible and motivated individual. Emily is a pleasure in and out of class. I have witnessed her at school activities and assemblies and she is truly outstanding in all her efforts. Emily is a member of student council and brings spirit and leadership to our school on a daily basis.

As an educator, I greatly appreciate such an energetic worker. Emily is a delight and brings a smile with her to class each and everyday. Emily is a true participant in the learning process. I value Emily's opinions during class discussions and as a true team player during cooperative learning.

I hereby recommend her with self-pride and believe, she is a perfect candidate for a scholarship. I wish Emily the best in all she endeavors and I know that she will be a true leader in all she encounters. Emily is a shining star!

Sincerely yours,

Rosanne Richards
Molasky Middle School



IRWIN & SUSAN
MOLASKY JUNIOR HIGH SCHOOL

Let the magic begin . . .

Bart Mangino, Principal
Kimberly Bauman, Assistant Principal
Jennifer Messinger, Assistant Principal
Hayward Harrington, Dean of Students
Missy Shipp, Dean of Students

February 7, 2007

To whom it may concern :

Emily Murzinski is an eight grade student at Molasky Junior High School and currently a member of Student Council for the current year as a representative of the Student Body. She is also an active member of National Junior Honor Society, Rebels Select Soccer Club, Olympic Development Program to name a few. Despite her busy schedule she has managed her time to be involved on all the activities presented to her. She has likewise been a conscientious, hardworking student maintaining a grade point average of 4.0 in all her academics. Emily is a positive contributor and valuable member if not the leader of any organization she is in.

Whatever this letter is for, I have high commendation for Emily Murzinski.

Sincerely,

Mrs. Nelia del Fin
8th Grade Math Teacher
Student Council Advisor
Molasky JHS

NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD APPLICATION
JUNIOR HIGH SCHOOL STUDENTS - 2006 - 2007

School Attending: K.O. Knudson Middle School

Name: Shawnna Peters Date of Birth: 10/4/92

Home Address: 4413

Street: Loma Ct

City: Las Vegas Zip code: 89130

Telephone: (702) 658-1664

Parent or Guardians Name: Sandra Cameron

Address: 4413 Loma Ct

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit your community and or persons within the community. Be sure your description explains this benefit. You may make attachments if you need additional space (please type or print).

School:

See attachment

Community:

See attachment

Clubs, Church, or other Organization (non-school):

See attachment

Hobbies:

See attachment.

Employment:

I've done babysitting and I've also washed cars for other people.

Note: Have two responsible adults who are not teachers, school officials or relatives write letters of recommendation. Letters are not limited to, but should include information with respect to: Citizenship, leadership, and community involvement. Letters should be sent to your school official administering this award.

Note: Have two teachers or school officials write letters attesting to your academic achievements and involvement in school sponsored clubs/organizations. The emphasis on academic achievement will be on achievement relative to ability, with GPA being secondary. Other considerations will be attendance, good study habits and diligence. Letters should be sent to your school official administering this award.

I hereby submit this application to the Nevada League of Cities and Municipalities for the above scholarship.

Students Signature:

Date:

Shawna Renee Peters
2/5/07

We, the parents or guardians of the above named student, approve (his/her) application for the above scholarship.

Parent/Guardian Signature:

Date:

Sandra Camero
2/5/07

Deadline for submitting application to the appropriate school official is:

February 9, 2007

****LATE APPLICATIONS ARE UNACCEPTABLE.****

Nevada League of Cities and Municipalities Youth Award Application

School:

I have been in Student Council for 3 years and have been in many elections. I have run for Secretary, 7th grade president, and President. I have served the positions of 7th grade vice president and Chief Justice. With all of these positions come responsibilities and leadership skills. We are taught in Student Council that school spirit is very important, along with helping the school.

I am also president of National Junior Honor Society. In this club we are responsible for raising money for many charities and organizations. We are currently selling Valentine's Day gifts for students at my school to raise money for the United Way. In the past summer I have offered my services to come to my school to help with clean up and any repainting that needed to be done.

In addition, I'm Secretary of Bible Club. We are now planning a rally at our school to help children come to the Lord. I play a big part in this because now I am supervising a lot of these meetings and planning the outline of the rally.

Also, I'm President of the Math Club as well as a member of the Art Club.

Community:

I am very helpful in my community. I have been a Girl Scout for 6 years. In Girl Scouts we are taught how to survive on our own, responsibility, honesty and humanity. Furthermore, we've learned about the people who have contributed to society. We have learned about the founder of Girl Scouts, Juliet Low and how she contributed to Girl Scouts.

In addition, I volunteered my services to pack boxes of cookies to send to our troops in Iraq. We are taking donations for many people to help provide and support our troops in Iraq. I also volunteered to help the Salvation Army wrap gifts for under privileged children. We have learned how to camp and environmental issues. My family has been recycling for years; we have collected bottles and have saved paper to help our natural environment.

Church:

I have volunteered to be a instructor at Grace Immanuel Missionary Baptist Church, "All God's Children Day Camp." I worked 40 hours a week for 5 weeks helping children to continue progress in Reading, Math, English and Social Skills.

I am also in various ministries at my church including praise dance, youth ministry, Sunday school etc. Praise dance involves ministering to the congregation, and we are trying to raise scholarships for young women to go further with their careers. The Youth Ministry is a ministry where we are raising the children for a better nonviolent future. In Sunday school I am now learning how to be a better secretary to help assist me in my future career. I'm also in the choir.

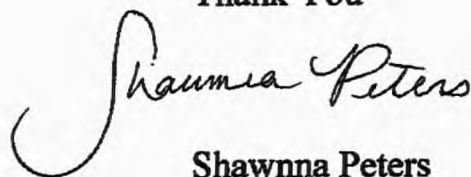
Hobbies:

Ever since I was little I have had a passion for art. I have been enrolled in art classes for 5 years at Gilbert Magnet School and for 3 years at K.O. Knudson. I am currently going to tryout for Las Vegas Academy in the arts department and I am trying to pursue a career in art.

On the other hand, since the age of 7 I have been taking private piano lessons with Ann George at Guarneri Music. I have learned to play music pieces including the Entertainer by Scott Joplin, and the Fuer Elise by L. Van Beethoven. I have also been playing the clarinet for 3 years. I have been instructed by Mr. Ed Jackson who has helped me to excel in playing the clarinet.

In conclusion, I will be extremely honored to receive this award.

Thank You

A handwritten signature in cursive script that reads "Shawna Peters". The signature is written in dark ink and is positioned above the printed name.

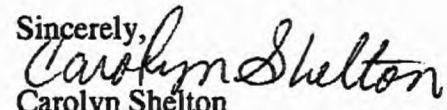
Shawna Peters

To Whom It May Concern:

I'm writing this letter on behalf of Shawнна Peters in regards to her leadership, citizenship and community involvement. My name is Carolyn Shelton; I'm the Youth Director of Grace Immanuel Baptist Church. I have known Shawнна for eight years. Shawнна is apart of our choir, hospitality, announcement, health, and Sunday school ministries. I've had the privilege of watching her lead many programs at our church. She demonstrates excellent leadership skills by being responsible and helping others when in need.

In July of 2006, Shawнна was one of our youth volunteers who participated in our Free Day Camp for ages 5-11. She was a teacher for all ages and was able to teach math, reading and writing to students. Shawнна also learned how to maintain a classroom, create lesson plans and perform leadership responsibilities. This camp was designed to assist parents and students to further there child's education as well as teach them discipline.

Shawнна has participated in many church plays and activities. She continues to volunteer her services by encouraging community participation from parents and children in the surrounding area. She extends invitations to parents, students and friends to participate in yearly vacation bible school and workshops. Shawнна attends yearly workshops such as choir, health and education. Shawнна is a positive role model who has a desire to help people. She is an intelligent young lady with many ideas and inspirations. It gives me great pleasure to recommend her for this award.

Sincerely,

Carolyn Shelton
GIMBC Youth Director

February 8, 2007

Re: Shawwna Peters

I have known Ms. Peters for about six years. She is a very active and involved young lady. I have seen her very much involved in the church activities such as singing in the church choir, helping with the church plays, helping out with fundraisers. She is an outgoing person with a good sense of humor. As a student in my Sunday School class she was always prepared to participate in any class activity.

Ms. Peters is a pleasant person to be around and I feel she will go far in life.

It gives me great pleasure to nominate Ms. Peters for this award.



Ms Pamela Gray

To Whom It May Concern

I am writing this letter on behalf of Shawwna Peters. My name is Laura LeBowsky and I have been working at K.O. Knudson Middle School for all six of my teaching years. I have known Shawwna since she was in sixth grade. At the end of that year, I was training to take over the Student Council. During her sixth grade year, Shawwna was a valuable member to the Student Council.

The next year, Shawwna was elected by the students of the school to be 7th Grade President. I saw that Shawwna was a good leader and had the ability to quiet the room so that the current president was able to conduct the meetings. She would come up with ideas on how 7th graders could be incorporated into activities at K.O. She would participate in committees on poster making, deciding what theme days to have during Spirit Week, as well as figuring out how to involve her fellow 7th graders in every way.

During this, her eighth grade year, Shawwna ran for the position of Student Body President. She did lose the election, but she did not let that get to her. After losing the election, she was nominated by her Student Council peers to be the Chief Justice. In this position, she is in charge of making sure members are on time to meetings, as well as finding out why they did not come, if that is the case. She helps to facilitate meetings by keeping the members quiet and attentive. She has attended conferences, conducted workshops, and has championed many new ideas and suggestions for our Student Council. Some of the activities she has participated in during her time with us has been Spirit Week activities, Pennies for Patients, Santa for Students, and Supply Our Troops.

Shawwna does many other activities outside of school. She is always telling me

about different organizations she is part of and how she contributes to them. Shawwna has been a valuable member of the K.O. Knudson Student Council. She is a smart young lady with a lot of potential to be a great leader. It is my honor to recommend her for this award.

Sincerely,

A handwritten signature in cursive script that reads "Laura LeBowsky". The signature is written in black ink and is positioned below the word "Sincerely,".

Laura Lebowsky

K.O. Knudson Middle School

SLD teacher/Student Council Advisor

Dear Sirs:

Shawna has been in my health class for just a short period of time. During this time she has been a model of excellence in areas of her behavior, personality, attitude toward others, and her academic pursuits. This young lady is an asset to any program she participates in. Shawna will become an integral part of your program or any other organization. Her positive attitude and willingness to learn is true some.

Shawna's GPA is excellent in all of her classes. She also has straight outstanding marks in citizenship. She is a wonderful and intelligent young lady. If you need any other information, please feel free to contact me at K O Knudson MS.

Sincerely
K O Knudson

NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD APPLICATION
HIGH SCHOOL STUDENTS - 2006 - 2007

School Attending: Advanced Technologies Academy
Freshman _____ Sophomore _____ Junior _____ Senior X

Name: SAMAR R. RAICH Date of Birth: 09/24/89

Home Address: 4289 South Pecos Rd. Apt #207 LAS VEGAS, NV 89121

Street: 4289 South Pecos. #207

City: LAS VEGAS Zip code: 89121

Telephone: (702) 733-8983

Parent or Guardians Name: Roop Raich

Address: 4289 South Pecos Rd Apt #207 LAS VEGAS NV 89121

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit your community and or persons within the community. Be sure your description explains this benefit. You may make attachments if you need additional space (please type or print).

School:

- National Honor Society: As the President of NHS, I coordinated large scale group events such as food drives at non-profits.
- Aid teachers and other students: I have helped teachers in teaching in and out of class and have tutored ~~many~~ many students - from kindergarten to college students.

Community:

- Encourage other like minded students to join me in events such as the HELP of Southern Nevada Thanksgiving food drive so more work ^{is done} and thus direct help is given.
- Help at Clark County Library to keep it organized (Young People's Library) and organize events that are fun for children (competition).

-more-

Clubs, Church, or other Organization (non-school):

I have helped organize and support the Science Bowl and Varsity Quiz teams of my school. I have also done volunteer work at my temple to keep it a clean and safe place for every worshiper.

Hobbies:

I enjoy reading classic novels, swimming in summer, helping children in academics, building robots, researching academic information, playing basketball in my free time, looking for scholarships online, chatting on IM with friends, discussing physics concepts and ideas with my peers, and most of all, helping others.

Employment:

Even though I have had no formal employment, I have helped coordinate the shipping and packaging of VitaPlus and VitaPure Lifeline USA Inc. in cases of management shortages. I have also helped these companies set up booths at different conventions and projects.

Note: Have two responsible adults who are not teachers, school officials or relatives write letters of recommendation. Letters are not limited to, but should include information with respect to: Citizenship, leadership, and community involvement. Letters should be sent to your school official administering this award.

Note: Have two teachers or school officials write letters attesting to your academic achievements and involvement in school sponsored clubs/organizations. The emphasis on academic achievement will be on achievement relative to ability, with GPA being secondary. Other considerations will be attendance, good study habits and diligence. Letters should be sent to your school official administering this award.

I hereby submit this application to the Nevada League of Cities and Municipalities for the above scholarship.

Students Signature: Asger Raich
Date: 02/06/2007

We, the parents or guardians of the above named student, approve (his/her) application for the above scholarship.

Parent/Guardian Signature: Roop Raich
Date: 2/6/07

Deadline for submitting application to the appropriate school official is:
February 9, 2007

****LATE APPLICATIONS ARE UNACCEPTABLE.****



Terrie J. Stanfill
Executive Director

February 5, 2007

Re: Sagar Raich

To Whom It May Concern:

Community
Alternative
Sentencing

It was our pleasure to have Sagar as one of volunteers during our Thanksgiving food drive and distribution. It is not often enough that we see young adults of high school age with commitment and a work ethic that rivals or surpasses some of our own employees.

Displaced
Homemaker
Center

Sagar spent his 30 volunteer hours sorting the food and assembling the food baskets. He was very professional and courteous. Sagar also coordinated the food drive at Advanced Technologies Academy through then Honor Society and then supervised the group of 15-20 students while they volunteered at our building.

Emergency
Resource
Services

He followed direction well and his willingness to lend a hand doing whatever necessary to accomplish our projects in a timely manner was a huge help to us.

Homeless
Services

HELP of Southern Nevada is a 501(c)(3) nonprofit, tax-exempt organization -- Tax ID# 880108496. The agency is governed by a local board of trustees. For more information please log onto www.helpsonv.org.

Nevada 2-1-1

If you have any questions please do not hesitate to call me at 369-4357, ext. 222. I can also be reached via e-mail at dwier@helpsonv.org.

Sincerely,

Deena Wier
Marketing Manager

Travelers
Aid

Weatherization

Board of Trustees

President
Michael Sexton
Nevada State Bank

Vice President
Stacy Bloom
Re/Max

Secretary
Garry Dickover
Courtyard by Marriott

Treasurer
Ruth Urbanke
Sierra Pacific Resources

Past President
Steve Linder
HSBC Bank Nevada, N.A.

James E. Betz
Juliet

Joselyn Cousins
BankWest of Nevada

Raymonde Crawford
Wells Fargo Bank

Vince Eckelkamp
Eckelkamp Retirement Planning

William R. Godfrey
Sierra Health Services

Mary Hausch
UNLV Professor

Sidra Kain
Embarq

Duane Keidel
Southwest Gas Corp

Pat Kelly
Las Vegas Life

Thomas F. Kummer
Kummer Kaempfer Bonner & Renshaw

Sam Lieberman

Kathy McClain
Assemblywoman Dist 15

Rick McGough
Credit One Bank

Ross Miller
District Attorney's Office

Dawn Merritt
Strategic Solutions

Gerald Saperstein

Vita PlusTM LifeLine USA, Inc.



You Can Trust Vita Plus

Date- February 6, 2007

Re: Sagar Raich

TO WHOM IT MAY CONCERN

This is to inform you that Mr Sagar has volunteered in our shipping department in his summer vacation. He has led the shipping department many times. He also volunteered to set up our computer system He always comes and help whenever needed. He always behaves professionally. We really appreciate his help. Vita plus Life line USA is located at 953 E Sahara Ave suite 21 B Las Vegas NV 89104. It is an honor to recommend sagar for your scholarship.

Manager

Vitaplus Lifeline
Marge Kaaialii



ADVANCED TECHNOLOGIES ACADEMY

2501 Vegas Drive • Las Vegas, Nevada 89106 (702) 799-7870

Fax (702) 799-0636

To whom it may concern:

I have the pleasure of recommending Sagar Raich to your scholarship. I have known Sagar in my honors physics class last year and my AP physics C mechanics with calculus class this year. Both classes are taught by the modeling physics methods of inquiry and presentation of student's labs and homework. With every challenge to act as a scientist from designing his lab, through completion and presenting his work to his peers for evaluation, Sagar has shown that he really does have the right stuff. Sagar will not only finish your challenging classes, but he will be capable of finishing practical applications of his knowledge too.

Sagar has the rare combination of mechanical aptitude coupled with the academic power to accomplish any task. Sagar has completed the national curriculum of modeling physics which has consistently shown understanding of Newton's laws far above typical college engineering physics students with the Force Concept Inventory (FCI) given nationally. In fact after one year of physics Sagar scored as high as the average Harvard regular physics student on the FCI and Sagar still has a year left to understand even more. Because Sagar has learned from inquiry, his score increased nearly 7% over the summer because he now thinks like a scientist and the world now make sense.

Sagar is a member of my science bowl team where his knowledge of physics is invaluable. This is in addition to being at a competitive computer magnet high school with 33% more classes than a regular high school. In spite of this work load, Sagar has constantly kept a positive demeanor and has never exhibited the high stress symptoms of some of his peers.

Although Sagar is usually the leader in his lab group, (they have random partners for every lab), Sagar will take the time to listen to the input of other members because he is wise enough to know, and secure enough to handle, the fact that he does not know everything. This is genuine modesty which allows him to work in any lab group he has been placed. To demonstrate his ability to work with all levels of students, Sagar will even use Socratic questioning to help his science bowl team mates understand concepts!

I give my highest recommendation for Sagar Raich. I urge you to give him the proper consideration he has earned. I know that you will not be disappointed. Thank You.
Sincerely,

Mitchell Johnson, Physics Teacher, A-TECH. 7027997870 johnsonm@interact.ccsd.net



ADVANCED TECHNOLOGIES ACADEMY

2501 Vegas Drive • Las Vegas, Nevada 89106 (702) 799-7870

Fax (702) 799-0656

February 7, 2007

To Whom It May Concern:

This letter is intended as a letter of recommendation for Sagar Raich. I taught Sagar as a sophomore in Algebra II Honors and again as a Junior in Precalculus Honors. As his math teacher for 2 years I feel confident in my assessment of Sagar's mathematical abilities and potential as student at a college or university.

During the first year, Sagar had to overcome some obstacles in terms of a less than sound Algebra I foundation. What separates Sagar apart from many students, is the determination he showed to learn the necessary skills which he was missing. Sagar excelled that year and was recommended for Precalculus Honors. The following year, Sagar showed even more improvement in not only his fundamentals but in his analytic abilities as well. Another attribute which separates Sagar from the average student is his intellectual curiosity. He also did well in Precalculus and is doing well in Calculus this year. Affirmation of love of learning is the fact that Sagar is also taking Trigonometry and Statistics this year because he wanted to have all the tools available to ensure success in college.

As a member of his community and student body, Sagar's resume speaks for itself. He is currently president of the school National Honor Society, a member of Science Bowl, and a member of Varsity Quiz. He volunteers countless hours in addition to a very busy academic schedule. Personally, it has been my pleasure knowing Sagar these past few years as he exemplifies hard work, integrity and achievement. He also has wonderful personality as a sense of humor which allows him to work well with his peers.

I truly believe any financial help with Sagar's education will be an investment in a fine young man and returns will be abundant as he will be a great contributor to his university and his community.

Please contact me if you need any additional information.

Sincerely,

James Dietrick
Math Teacher
Advanced Technologies Academy
[James E. Dietrick@interact.ccsd.net](mailto:James_E._Dietrick@interact.ccsd.net)
702-799-7870

"A New Design in Education"

NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD APPLICATION
HIGH SCHOOL STUDENTS - 2006 - 2007

School Attending: Edward W. Clark High School
Freshman ☐ Sophomore ☐ Junior ☐ Senior ☒

Name: Yan Ou Date of Birth: 09/07/1989

Home Address:

Street: 9497 Windborne Ave

City: Las Vegas Zip code: 89147

Telephone: (702) 876-9183

Parent or Guardians Name: Mei Huan Yu

Address: 9497 Windborne Ave, Las Vegas, NV 89147

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit your community and or persons within the community. Be sure your description explains this benefit. You may make attachments if you need additional space (please type or print).

School: Student Council (9th-12th), Key Club (9th-12th)
Asian Pacific Club (9th-12th), Varsity Tennis (10th-12th)
Japanese Club (11th), National Honor Society (11th)
Mu Alpha Theta (12th), Student Ambassador (12th)
Spanish Honors (10th)

Community: KNPR NEVADA PUBLIC RADIO
NEVADA BALLET THEATER

Clubs, Church, or other Organization (non-school):

BOYS AND GIRLS CLUB
CANDLELIGHTERS
RONALD MCDONALD OUTREACH

Hobbies:

VARSITY TENNIS TEAM
STUDENT AMBASSADOR

Employment:

N/A

Note: Have two responsible adults who are not teachers, school officials or relatives write letters of recommendation. Letters are not limited to, but should include information with respect to: Citizenship, leadership, and community involvement. Letters should be sent to your school official administering this award.

Note: Have two teachers or school officials write letters attesting to your academic achievements and involvement in school sponsored clubs/organizations. The emphasis on academic achievement will be on achievement relative to ability, with GPA being secondary. Other considerations will be attendance, good study habits and diligence. Letters should be sent to your school official administering this award.

I hereby submit this application to the Nevada League of Cities and Municipalities for the above scholarship.

Students Signature: _____

Date: _____

02/08/07

We, the parents or guardians of the above named student, approve (his/her) application for the above scholarship.

Parent/Guardian Signature: _____

Date: _____

02/08/07

Deadline for submitting application to the appropriate school official is:
February 9, 2007

****LATE APPLICATIONS ARE UNACCEPTABLE.****

School:

Student Council is also be called Student Government. In this club, we help students out tremendously. We function social and extracurricular activities that students are able to participate in. Furthermore, we try to get them involved. A way we do this is by notifying them every day by announcing or posting information up on the wall. We make it a fun place for the students to be able to enjoy their high school years. A few things that we can excite their lives are by organizing assemblies and dances. We also decorate the whole school to give them some eye candy. We have also tutored students when they needed help in homework. Whenever a club needs to be heard, we are there for them. Not only do we promote, we also help them out. If they need people to attend to their events, we will definitely be there. We try to unite all clubs together. Not is it just clubs that we help, but also school sports. We would stay after school and support for these teams by putting signs, cheering for them, and giving them gifts. Not only do we help the students but we help the staff. Before school starts, we help out teachers by preparing and setting up classes for the school year. The school also needs to send out thousands of packets/envelopes to students. Since there is only a few staff to do these, Student Council helps them out and puts them together. We also train and help the people from Student Council in Middle School. All of these benefits people. We benefit the community also. It is for sure that every quarter that we do a community service. In addition, we fundraise for charity and participate in food drives. I have been Vice President for three years and Student Body Senator for my last year.

Key Club mainly focuses on community service. We help out many people and communities. We also donate money to different organizations. I am Key Club's Divisional Assistant which assists the Lieutenant Governor, plans events for all the clubs in the West division, manages/coordinates clubs, and much more. Another club I have participated in that focuses on community service is **National Honor Society**.

Asian Pacific Club explores different Asian cultures. Because of this we cook different cultural foods and celebrate the Asian cultures. I was Historian for this club which I took pictures and made a scrapbook. I was also Senator and Representative that promoted the club and help plan out activities.

Varsity Tennis is a sport I play for school. We practice constantly during the summer and play when school starts. I have played this sport since my sophomore year.

Japanese Club is a club where I am able to study the people, the culture, and the other aspects of Japan. We do many activities that are very enjoyable including food and music.

Mu Alpha Theta is where I tutor and help students in Math.

Student Ambassador is when I recruit students from Middle Schools. I would go to their school and talk in front of a hundred or so students and tell them why they should go to Clark.

Spanish Honors involves activities related to school and community. Furthermore, we explore the Spanish culture.

Community:

Nevada General Elections Campaign is when I promoted and advertised the election. I had to put a lot of stickers on brochures. These stickers also tell them where to go vote. Furthermore, I had to call people and tell them to vote. With so many things to do, we had to put them together and packet everything.

UNICEF is when I had raised and donated money to them. We would have little boxes where I ask people if they can donate money. Instead of trick-or-treating for candy on Halloween, I asked people around if they want to donate money to UNICEF.

Clark County Library is where I have volunteered at. I have helped read books to little kids. Also I have cleaned and organized the books.

Opportunity Village "Magical Forest" is where I have helped take pictures of people with Santa. The money goes to a good cause.

Meadows Mall's "An Evening of Giving" is when I collected tickets and gave wristband to people who then are able to buy things cheaper or things they are able to afford.

Buddy Walk for Down Syndrome is when I raised money by walking for Down Syndrome.

Nevada Ballet Theatre's Annual Ice Cream Festival is when I had help them make and serve ice cream.

KNPR Nevada Public Radio is when I delivered and picked up tickets/packets from various locations. KNPR Nevada Radio gives away things like tickets to concerts or gifts. In order to get it, someone has to pick it up.

Howard Hughes Breakfast/Ronald McDonald Race is when I gave water to runners. I would help them set up and clean up the event.

O.N.E. (One Neighborhood for Everyone) Festival is where I organized games for little kids to play. Win or loose, these little kids get candy.

Chinatown Chinese New Year's Festival is when I collected and stamped people's hands so they can enter. There is one year where we sold gold fishes to people.

Candlelighters Childhood Cancer National Office 18th Annual 5 K Walk/Fun Run is where I raised money for cancer. To do this I had to walk/run.

Kids R Kids is where I read books to little kids.

For the three years I have also made peanut butter and jelly sandwich and gave it to different homeless shelters.

Being in Student Council/Key Club, I have also raised money for numerous of different causes. Some include raising money for Darfur (a region of far western Sudan), Hurricane Katrina, etc.

Church:

Full Gospel Church is where I had attended church at. I would stay afterwards and help out. I would help out especially during events such as Halloween. We believed that it was safer to trick-or-treat at church so we decided to make a few games that they will be able to win candy.

Spring Meadows Presbyterian Church Lau was not my church. However, I have helped them *set up and clean up an event.*

Hobbies:

Although my hobbies have decreased due to much class work and extracurricular activities, I have always loved designing graphics. I love when my creativity comes out. Furthermore, I like to talk to many people that I am able to see their view points and learn more about them. To do this I would always go out for dinner/lunch with friends. I am interested in trying a lot of new foods and also be able to talk to them. Moreover, I like to look at quotes. I am very interested in wisdom. Additionally, I would read books about life or anything like that in general. Currently I am reading Dr. Wayne W. Dyer's "Your Erroneous Zones." Since I am a teenager, I love to watch movies, go shopping, etc.

Employment:

My parents do not want me to have a job because they would want me focus more on school instead.



Clark High School

The Academy for Mathematics, Science, and Applied Technology

Teacher Education Academy at Clark High

Academy of Finance

4291 Pennwood Avenue Las Vegas, Nevada 89102 Telephone (702) 799-5800 Fax (702) 799-5813

February 7, 2007

To Whom It May Concern,

I am writing this letter on behalf of Yan Ou. She is currently a student here at Clark High School who participates in the Math/Science Program; AMSAT that is offered here as part of our magnet programs.

She is a person of outstanding character. She is very focused on school and school related activities. Her position as Student Body Senator involves the whole school and its activities. Yan is also a Key Club member and Divisional Assistant. In that capacity she is the liason to the Lieutenant Governor in the west division.

As a participant in the AMSAT program, she takes the most challenging courses offered in the school. She is also very involved in community service because of her participation in Key Club and Student Council.

She would be a very deserving candidate of the award. She will be the first in her family to attend college. She has overcome the obstacles associated with being from a family who speaks very little English and fairly recently emigrated from China.

Please consider her for the award.

Sincerely,

Michael L. Massi M.Ed.
School Counselor



February 7, 2007

Dear Scholarship Committee:

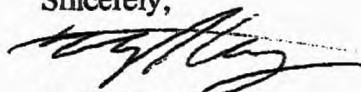
Leading the class of 2007 as Student Council Vice President for three consecutive years, in her final year, Yan Ou has decided to fulfill even bigger ambitions by expanding her leadership roles in both Student Council and Key Club by becoming Executive Student Council Senator and Executive Assistant of Key Club Division 28 West. Extremely dedicated and always exceeding expectations in both clubs, Yan is the perfect example of an excellent leader. With her qualities of determination, level-headed thinking, motivation, and kindness, Yan is a natural leader who is respected and admired by many.

However, her amazing leadership qualities are not the only reason why she easily gains the respect of everyone she is surrounded by. Her selflessness and willingness to help anyone out is seen greatly in her altruism and community service. Whether it is reading to elementary children at local schools, or picking up trash at school clean-ups, or participating in the Buddy Walk for Down Syndrome, Yan definitely spends a great amount of time volunteering in order to benefit our community.

A great leader and genuine altruist, Yan is also an outstanding student, excelling in all areas of academic interest. Although she is heavily involved in a vast amount of extracurriculars, Yan still finds the time to study and successfully finish all of her homework. Though she is involved in many different activities, Yan still strives to challenge herself academically, and does so by taking an extremely rigorous course load consisting of numerous AP courses, while managing to maintain a 4.4 GPA.

A model leader, altruist, and student, Yan Ou is truly an amazing candidate for this scholarship, and I do not hesitate in giving her my fullest recommendation.

Sincerely,



Seok-Joon Hong
Friend

February 6, 2007

Nevada League of Cities and Municipalities

Greetings,

With the date being February 6, 2007 I will finally say I have known Yan Shan Ou for three years, and though I am constantly impressed at many students' scholastic maturity, Yan Ou demonstrates a powerful will to become the best.

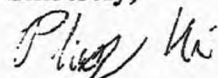
Yan is a student that is enrolled in Clark High School's Academy of Math and Science with Applied Technology, and what she does for the school is beyond belief. Yan has been involved in Student Council in all her years and is a member of many prestigious clubs such as *National Honors Society, Key Club, Mu Alpha Theta and many more.* But what distinguishes Yan from the rest of the other students is that Yan is determined to create a future for herself.

Yan is a very well mannered student that takes life into her own hands. She excels at everything she does, is active and respectful with her parents, teachers, peers and myself and is able to enjoy life at the same time. Every time we meet Yan she is filled with work from her extracurricular activities, community service, Tennis, and her Advance Placement classes. Yet, Yan has never showed any despair and regret. In fact she has always deemed helping others as a very important trait in determining personality. She seizes helping the community as a rare opportunity. Yan is a unique student that lives life with a passion and work toward the best.

When first meeting Yan, I received the impression that she was somewhat shy, but she has a quiet confidence that reveals itself when you get to know her. She is a strong will girl and believes that whatever path she takes, she is determined to succeed and make the best of it.

As an acquaintance of Yan Ou, it is the utmost honor that I am sending you this letter of highest recommendation on behalf of Yan Shan Ou. I hope that I am around to see her grow and succeed in life. Yan is a rare student of high caliber and I know if you choose to be a part of her education that you will be proud of what she can accomplish in the future.

Sincerely,



Pong Mai
Acquaintance

February 7, 2007

Nevada League of Cities and Municipalities

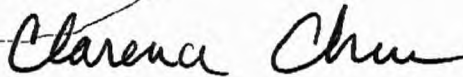
To Whom It May Concern:

I would highly recommend Yan Ou. I believe she would be an ideal recipient for the Nevada League of Cities and Municipalities scholarship. Her background as a leader and motivator only enhances her achievements as a scholar. Yan's desire to excel is only over-shadowed by her communication and listening skills. Her integrity, her sensitivity to her fellow peers and her enthusiastic nature is very apparent in her everyday ventures.

Yan's achievements at Clark High School are unparalleled. Her participation in Student Council, National Honor Society, the Asian Pacific Club, Japanese Club, Key Club, Varsity Tennis Team, and Student Ambassador not only exhibit her leadership qualities but her all around abilities. Assisting with the Boys and Girls Club, Candlelighters, Ronald McDonald, KNPR Nevada Public Radio and Nevada Ballet Theatre shows Yan's concern and dedication in her beliefs in community service. As a college-bound student, her pursuit of excellence is undeniable. Her grade point average, her academic letter and various honors and awards from Clark High School is proof of this. She has a passion to learn, grow and succeed.

Please feel free to contact me at Clark High School (702) 799-5800 ext 4079. I would be more than happy to answer any questions that you may have. if you have.

Sincerely,

A handwritten signature in cursive script that reads "Clarence Chun". The signature is written in dark ink and is positioned below the word "Sincerely,".

Clarence Chun
Asian Pacific Club Advisor/Tennis Coach
Teacher
Clark High School

Student Name Ou, Yan Shan		
Student ID 173559	Grade 12	Gender F
Birth Place China	Date Of Birth 09/07/89	Ethnic Code

ACADEMIC HISTORY

Enter Date: **10/03/96**
 Leave Date:
 Class Of: **2007**
 Diploma Type:

School Name/Address 551-Clark High School 4291 Pennwood Ave. Las Vegas, NV 89102	
Tel: 702-799-5800	Fax: 799-5813
School Alternate Number: 401	

Crs ID	Course Title	Grade	Ab	Credit	Crs ID	Course Title	Grade	Ab	Credit	Crs ID	Course Title	Grade	Ab	Credit
531-Hyde Park Middle School					551-Clark High School					551-Clark High School				
Grd 09	1/2003	Term: 01			Grd 10	1/2005	Term: 01			Grd 11	6/2006	Term: 02		
13840000	Spanish I		B	0.500	13860400	Spanish III H		A	1 0.500	23460000	Student Aide		A	3 0.500
14790400	Algebra I H		B	0.750	14450400	Am Literature H		B	1 0.500	24680200	Eng Lit/Comp AP		A	1 0.500
Crd Att: 1.250	Cmp: 1.250		GPA for Term: 3.000		14810400	Alg II/Trig H		B	2 0.750	24870400	PreCalculus H		B	1 0.500
531-Hyde Park Middle School					16600000	PE II Waiver		P	0.500	24990900	Adv Stdy-Math		B	1 0.500
Grd 09	6/2003	Term: 02			16850400	Chemistry I H		B	2 0.750	26800400	Anat/Phys H		A	1 0.500
23840000	Spanish I		B	0.500	17010400	World History H		A	0.500	26860200	Chemistry II AP		A	2 0.500
24790400	Algebra I H		A	0.750	17180000	Prin of Ldrshp		A	3 0.500	26900400	Physics I H		A	0.500
Crd Att: 1.250	Cmp: 1.250		GPA for Term: 3.600		18290000	Keyboarding		A	3 0.500	27030200	U.S. History AP		A	1 0.500
Durango Summer					Crd Att: 4.500	Cmp: 4.500		GPA for Term: 3.500		27180000	Prin of Ldrshp		A	0.500
Grd 9	8/2003	Term: 03			551-Clark High School					Crd Att: 4.500	Cmp: 4.500		GPA for Term: 3.778	
26450900	PE I		A	0.500	Grd 10	6/2005	Term: 02			551-Clark High School				
26450900	PE I		A	0.500	23860400	Spanish III H		A	0.500	Grd 12	1/2007	Term: 1		
Crd Att: 1.000	Cmp: 1.000		GPA for Term: 4.000		24450400	Am Literature H		A	0.500	13460000	Student Aide		A	0.500
551-Clark High School					24810400	Alg II/Trig H		B	2 0.750	14670200	Eng Lang/Comp AP		A	1 0.500
Grd 09	1/2004	Term: 01			26600000	PE II Waiver		P	0.500	14990900	Adv Stdy-Math		A	
13850400	Spanish II H		A	0.500	26850400	Chemistry I H		B	3 0.750	16770200	Biology II AP		A	0.500
14300400	English I H		B	0.500	27010400	World History H		A	0.500	16910200	Physics II AP		B	0.500
14830400	Geometry H		B	0.750	27180000	Prin of Ldrshp		A	0.500	17050200	U.S. Govt AP		A	0.500
16420000	Health Education		A	0.500	28290000	Keyboarding		A	0.500	17180000	Prin of Ldrshp		A	0.500
16760400	Biology I H		A	0.750	Crd Att: 4.500	Cmp: 4.500		GPA for Term: 3.625		17590200	Calculus BC/AP		B	0.500
17180000	Prin of Ldrshp		A	0.500	998-External Credits					17590200	Calculus BC/AP		B	0.500
18400000	Comp Science I		B	0.500	Grd 11	10/2005	Term: 01			Crd Att: 4.000	Cmp: 4.000		GPA for Term: 3.625	
Crd Att: 4.000	Cmp: 4.000		GPA for Term: 3.563		13000000	Art I		B	0.500					
551-Clark High School					Crd Att: 0.500	Cmp: 0.500		GPA for Term: 3.000						
Grd 09	6/2004	Term: 02			551-Clark High School									
13500000	Career Ed		A	0.500	Grd 11	1/2006	Term: 01							
23850400	Spanish II H		B	2 0.500	13460000	Student Aide		A	0.500					
24300400	English I H		A	0.500	14680200	Eng Lit/Comp AP		A	0.500					
24300400	Geometry H		B	0.750	14870400	PreCalculus H		B	1 0.500					
24300400	Biology I H		A	0.750	14990900	Adv Stdy-Math		B	0.500					
24300400	Prin of Ldrshp		A	0.500	16800400	Anat/Phys H		B	0.500					
28400000	Comp Science I		B	0.500	16860200	Chemistry II AP		A	0.500					
Crd Att: 4.000	Cmp: 4.000		GPA for Term: 3.563		16900400	Physics I H		A	0.500					
498-Clark Summer					17030200	U.S. History AP		A	0.500					
Grd 10	8/2004	Term: 03			17180000	Prin of Ldrshp		A	0.500					
16460900	PE II		A	0.500	Crd Att: 4.500	Cmp: 4.500		GPA for Term: 3.667						
Crd Att: 0.500	Cmp: 0.500		GPA for Term: 4.000											

Student Name Ou, Yan Shan		
Student ID 173559	Grade 12	Gender F
Birth Place China	Date Of Birth 09/07/89	Ethnic Code

ACADEMIC HISTORY

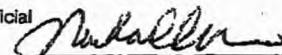
Page 2 of 2

Enter Date: 10/03/96
 Leave Date:
 Class Of: 2007
 Diploma Type:

School Name/Address 551-Clark High School 4291 Pennwood Ave. Las Vegas, NV 89102	
Tel: 702-799-5800	Fax: 799-5813
School Alternate Number: 401	

Work In Progress			GPA Summary			
Crs ID	Course Title	Credit	Non-Weighted GPA: 3.604			
13460000	Student Aide	0.500	Weighted GPA: 4.404 Class rank is 29 of 446			
14670200	Eng Lang/Comp AP	0.500				
14990900	Adv Stdy-Math					
16770200	Biology II AP	0.500	Total Credits Attempted: 34.500			
16910200	Physics II AP	0.500	Total Credits Earned: 34.500			
17050200	U.S. Govt AP	0.500	Credit Summary - Standard Diploma			
17180000	Prin of Ldrshp	0.500				
17590200	Calculus BC/AP	0.500	Subject Area	Req	Cmp	Def
17590200	Calculus BC/AP	0.500	English I (1)	0.500	0.50	
24480400	Wld Literature H	0.500	English I (2)	0.500	0.50	
24750000	Open 6th Period		English Other	3.000	2.50	0.50
000	Open 8th Period		Applied Algebra 1A (1)		0.00	
900	Adv Stdy-Math	0.500	Applied Algebra 1A (2)		0.00	
200 /0200	Biology II AP	0.500	Applied Algebra 1B (1)		0.00	
27050200	U.S. Govt AP	0.500	Applied Algebra 1B (2)		0.00	
27180900	Prin of Ldrshp	0.500	Algebra (1) or above	0.500	0.50	
27590200	Calculus BC/AP	0.500	Algebra (2) or above	0.500	0.50	
27590200	Calculus BC/AP	0.500	Mathematics	2.000	2.00	
			Physical Education I	1.000	1.00	
			Physical Education II	1.000	1.00	
			Health Education	0.500	0.50	
			Science	2.000	2.00	
			Wld Hist/Human (1)	0.500	0.50	
			Wld Hist/Human (2)	0.500	0.50	
			U.S. History (1)	0.500	0.50	
			U.S. History (2)	0.500	0.50	
			U.S. Government (1)	0.500	0.50	
			U.S. Government (2)	0.500	0.00	0.50
			Use of Computers	0.500	0.50	
			SocStd/Arts/Human/OccEd	0.000	0.00	
			Electives	7.500	20.50	
			-----Total Credits-----	22.500	34.500	1.00

Transcript is unofficial unless signed by a school official
 Registrar's Signature



Date: 02/09/07



Ed. W. Clark High School

4291 Pennwood Avenue Las Vegas, Nevada 89102

*The Academy of Mathematics, Science, and Technology
Teacher Education Academy at Clark High School
Academy of Finance*

CLARK HIGH SCHOOL PROFILE 2006 – 2007

CLARK HIGH SCHOOL ADMINISTRATION

Mr. Ronnie T. Smith – Principal

Ms. Mardel Akins – Assistant Principal

Ms. Gerrie Pantle – Assistant Principal

Ms. Leslie Ellis – Assistant Principal

Ms. Leigh Filippazzo – Dean of Students

Mr. Craig Williams – Dean of Students

School Mission

The mission of Clark High School is to prepare each student to pursue life-long learning.

School and Community

Clark High School is a public high school that opened in 1965 and is one of forty-one high schools serving the Las Vegas valley. The enrollment of 2728 students in grades nine through twelve represents a diverse ethnic and economic school community. The majority of these students indicate a strong interest in pursuing a post-secondary education. Clark High School is accredited by the Northwest Association of Secondary and Higher Education.

As a district-wide implementation of special emphasis programs, Clark High School is the site of three magnet programs. These magnet programs are for highly qualified students from throughout the Clark County School District. Students in these programs are given the opportunities to take high school classes that focus on a particular area of interest. In addition to their specialized program classes, the magnet students take the remainder of their courses within the regular Clark High School comprehensive program. AP and honors level courses are open to all Clark High School students.

The **Academy of Math, Science and Applied Technology (A.M.S.A.T.)** is a pre-university program that offers accelerated classes in mathematics and science. Technology is integrated across the curriculum and a hand-on approach is emphasized. Students are taught to be critical thinkers and active problem solvers by utilizing the scientific method. Students are given the opportunity to explore various branches of science in real life settings.

The **Teacher Education Academy at Clark High School (T.E.A.C.H.)** is a response to the campaign for *Students Today... Educators Tomorrow*, a challenge for more students to choose the profession of teaching in order to fill the rising need for teachers in the Clark County School District. The program provides an academic based pre-university curriculum for prospective educators as well as classroom teaching experiences and related activities, which will allow students to bypass certain entry level college work.

The **Academy of Finance (A.O.F.)** program utilizes the National Academy Foundation's curriculum that introduces students to the professional working world of business and finance. Students engage in an integrated learning experience with emphasis on business, economics, and a financial component.

Facts for the Clark High School Class of 2006

35% of students from the class of 2006 attended four-year colleges or universities and 13% attended two-year colleges. Students from the Clark High School Class of 2006 enrolled at Stanford, Harvard, Yale, Air Force Academy, Berkeley, Boston University, Northwestern, University of Southern California, University of Nevada-Reno, University Of Nevada- Las Vegas, Nevada State, Northwestern, and Michigan.

NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD SCHOLARSHIP APPLICATION
HIGH SCHOOL SENIORS - 2007

Name: Kathryn Ruth Davidson Date of Birth: 12-20-89

Home Address: 1570 Mesa Blanca Way City: N. Las Vegas, NV Zip: 89031

Phone: 702-631-4230

Parent or Guardian's Name: Rebecca N. Davidson

Address: 1570 Mesa Blanca Way

School: Centennial H.S.

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit(s) your community and/or persons within the community. Be sure your description explains this benefit. You may make attachments if you need additional space (please type or print).

School:

Community:

Clubs, Church, or other Organization (non-school):

Hobbies:

Employment:

*** Have two responsible adults who are not teachers, school officials or relatives write letters of recommendation. Letters are not limited to, but should include information with respect to: Citizenship, leadership, and community involvement. Letters should be sent to your school official administering this award.

*** Have two teachers or school official write attesting to academic achievements and involvement in school sponsored clubs/organization. The emphasis on academic achievement will be on achievement relative to ability, with GPA being secondary. Other considerations will be attendance, good study habits and diligence. Letters should be sent to your school official administering this award.

I hereby make application for the Nevada League of Cities and Municipalities for the above scholarship.

Student's Signature: Kathryn Ruth Davidson Date: 2-5-07

We, the parents or guardian approve of (his or her) application for the above scholarship.

Parent or Guardian Signature: Rebecca Horton Davidson Date: 2.5.07

Deadline for submitting application to the appropriate school official is:

February 9, 2007

Late applications will not be accepted.

School:

- 4 AP classes: I am currently enrolled in Calculus AB AP, English Literature/Composition AP, Government AP, and Physics II AP.
- "We The People" competition: This is a curriculum which entails us to study and become comfortable with the Constitution and Articles of Confederation and prepare a 4 minute speech, and answer a series of questions for a 6 minute interval. My class placed 2nd in our region and 5th in the state.

Community:

- With my Venture Crew I am part of the staff at the Venture Leadership Skills Course, which teaches leadership in you community. Also I am part of the planning group for an event called the "Ten Commandment Walk" which promotes interfaith diversity, understanding and tolerance.

Clubs, Church, or other Organization (non-school)

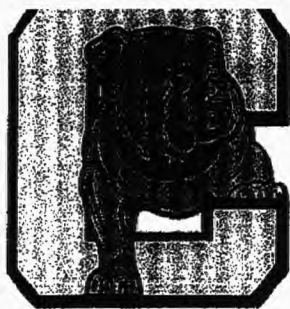
- Venture Crew: A co-ed Boy Scout group, we are involved in doing many community service projects.
- Church Youth Group: This is a group of high school students who are involved in helping to raise money to support our church.

Hobbies:

- I sew at school in my Fashions class. During this school year I have completed, so far, an apron, a little bag, and a pajama set. I also sew at my house where iam currently working on completing a quilt.
- I am enrolled in my schools Woodshop class in which I have constructed a coffee table, a headboard and footboard set, an end table and a desk that holds all of my craft stuff.
- I also enjoy scrapbooking.

Employment:

- I baby-sit an average of 15 hors a weekend or 35 hours a week. In doing this I earn enough money to pay for my car insurance, pay for my gas, and any other expenses I might have.



Building Traditions for a New Millennium CENTENNIAL HIGH SCHOOL

Trent M. Day, Principal

February 5, 2007

To Whom It May Concern:

It gives me great pleasure to recommend Kathryn Davidson for the Nevada League of Cities & Municipalities Youth Award Program. Kathryn is currently a student of mine in AP Literature and Composition. From this perspective, I would like to elaborate on Kathryn's character, extracurricular activities, and academic achievements, all of which combine to qualify her as an outstanding candidate for this program.

First of all, Kathryn possesses strength of character that is rarely found in students at this age. Kathryn is mature, intelligent, conscientious, and a stellar student who sets a shining example of how to approach both education and life with a positive attitude. Although Kathryn is reserved and somewhat shy in class, her quiet yet ambitious personality serves her well as she pursues her academic and lifetime goals.

Secondly, Kathryn demonstrates maturity and initiative through her many extracurricular interests. Athletically, Kathryn is a member of the varsity swim team here at Centennial. Outside of school, Kathryn has been involved in volunteer service, where she has taught classes with a youth organization called Venture Crew and where she has donated her time and energy to working at homeless shelters. In addition, Kathryn has worked closely with the leadership of her church and with the Episcopal Diocese of Nevada in order to establish a youth program.

In addition, Kathryn is an exceptional student who has reached a level of academic achievement that far surpasses most of her peers. As her English teacher, I have seen Kathryn demonstrate a level of initiative that sets her distinctly apart from the rest of the AP group. She is a student who tackles the curriculum with vigor and sincerity, who intellectually engages difficult material with confidence, and who always goes beyond what is normally expected in the classroom. Kathryn has the ability to master difficult tasks, to think analytically and critically, and to express herself clearly in speech and writing. One of the most impressive things I can tell you about Kathryn is that despite her busy schedule, she has challenged herself during her junior and senior years by taking mainly AP and Honors courses to become better prepared for college. In short, Kathryn is an outstanding student who is much deserving of this program.

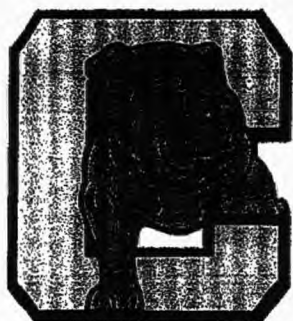
Without reservation, I feel it an honor and a privilege to recommend Kathryn Davidson for the Nevada League of Cities & Municipalities Youth Award Program. Thank you for your consideration.

Sincerely,

Ryan G. Mitchell, NBCT (National Board Certified Teacher)
AP English Instructor

Office (702) 799-3440 Fax (702) 799-3443

10200 CENTENNIAL PKWY • LAS VEGAS • NEVADA 89149



Building Traditions for a New Millennium

CENTENNIAL HIGH SCHOOL

Trent M. Day, Principal

February 12, 2007

TO WHOM IT MAY CONCERN:

Kathryn Davidson has been a student aid in the counseling office her senior year and I have been impressed by her professional disposition in our office. Kathryn is a young woman of intelligence and one with capacity to succeed in a challenging course of study at the college level. She is organized, determined and curious. Along with these qualities she demonstrates an affable personality, sense of community spirit and responsibility. Kathryn has all the attributes that an institution of higher learning actively seeks.

I was delighted when Kathryn told me she would be attending the University of Reno. There are many reasons that lead me to believe that Kathryn is an exemplary student. Not only did she challenge herself in Honors and Advanced Placement courses she has shown an excellent level of preparedness in speaking and written skills and maintaining a 3.9 weighted grade point average.

Kathryn's extracurricular and community activities reflect her strong ability to lead and to serve others, while they also reveal the wide and balanced range of interests. For example her leadership role in Venture Crew, Church Youth group, Centennial Varsity Band, and Centennial Swim team. In addition Kathryn works part time by providing child care after school and on weekends.

With all of her activities she does a great job to manage her time so expertly and maintain her high standards academically. Kathryn is my shining star and I cannot think of a student more deserving for this scholarship.

Sincerely,

Patricia Abeyta-Evans
School Counselor

Office (702) 799-3440 Fax (702) 799-3443

10200 CENTENNIAL PKWY • LAS VEGAS • NEVADA 89149

Deborah Elliott Martin
112 Mont Blanc
Mt. Charleston, NV 89124
702-872-0136

February 10, 2007

Nevada League of Cities & Municipalities
Youth Leadership Award Application

To Whom It May Concern:

This letter is a personal letter of recombination for Kathryn Davidson for the Youth Leadership Award.

I am an Adjunct Professor at Nevada State College teaching biology, Boy Scout Crew Advisor for Crew 1908 and recently retired Director of Youth Ministry at Christ Church Episcopal. I have known Kathryn for the past four years as a Youth minister, Crew Advisor and family friend. These years are most important as they have been Kathryn's formative years. I have watched her grow into a fine young lady of character, ambition, with a desire to achieve always remembering the value of others around her.

Kathryn has shown leadership skills within her worship community by being an active member of the leadership team of the TEC (Teens Encounter Christ) weekend. This weekend of bringing teenagers together to discover and create a community of teens on their journey with God is actually a year long process. Kathryn has always met the challenges and led the way for planning a weekend for over fifty teens. Some of her jobs have been: individual presenter of inspirational talks, group leader for the weekend, wheat rector and quiet inspiration to all who attend.

Kathryn serves on the Episcopal Diocese of Nevada's Youth Leadership Team. This team plans, develops and presents programs for the youth of Nevada's Diocese. These programs include: TEC (high school program), New Beginnings (middle school), weekend retreats for age groups, summer camps, leadership camps and participation in regional and national Episcopal Youth Events.

Kathryn is active in Crew 1908, a Boy Scout program for girls and boys from 14 to 21 years of age. Kathryn currently serves as our Crew's Vice President in charge of programs. Under her leadership in this role the crew of 19: fund raised over \$10,000 enabling them to pilot a 75 ft. schooner and circumnavigate Catalina for seven days, participate in two Mountain Rendezvous, two Ultimate Venture Challenges, Eagle projects, black powder hunting weekends, wilderness survival weekends, fishing weekends, hiking and camping. This summer Kathryn's leadership is taking the crew to Fiesta Island, San Diego, California for seven days of simulated survival exercises and a Kodiak Leadership course.

Beyond her role in our Crew 1908, Kathryn is active on the Las Vegas Area Boy Scout Council's Venture Officer Association. She is currently a member of the Venture Leadership Skills Course Staff, where she will be an instructor. Teens from Southern Nevada, Eastern California and Northern Arizona will be participating in this leadership course. Kathryn is also a member of the leadership team planning a "Ten Commandment Walk" for the Area Council to promote interfaith diversity, tolerance and understanding.

Kathryn's short and long term goals include completion of the requirements of the Ranger High Adventure Award, Faith Religious Award, Quest Sports Award and Silver Leadership Award. Four of the highest awards a youth involved in Venture Crew can attain. Kathryn plans and is on course to complete these requirements prior to leaving for college in August of 2007.

Kathryn is an outstanding youth leader and community citizen. I give her my highest recommendation for the Nevada League of Cities & Municipalities Leadership Award.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Elliott Martin". The signature is fluid and cursive, with a large initial "D" and "M".

Deborah Elliott Martin
Advisor Crew 1908



All Saints' Episcopal Church and Day School
4201 W. Washington Ave.
Las Vegas, NV 89107-2005



*Remember All
Saints' parish
in your will*

February 5, 2007

Re: Letter of Reference - Kathryn Davidson

It is my pleasure to write a letter of reference for Kate Davidson. I have known her for almost three years as her pastor and have worked with her on several projects.

She is an active member of All Saints' parish and has been since her family came to the parish. She is a leader among our youth and is developing the kind of leadership skills that will make her an outstanding leader in her generation.

She has been involved in several outreach and community service projects and is often our youth coordinator for such events. She has served on our diocesan youth council for the past two years, serving along with adults and other youth to develop and guide youth programs for the entire state of Nevada. She is also a youth leader in the Teens Encountering Christ program in our diocese.

Kate has a good sense of connection with her community in the church and school and is a leader among her peers. I recommend her for consideration as an outstanding citizen and student with wonderful potential and a lively hunger to learn.

Sincerely,

Eldwin M. Lovelady, Rector

>< >< >< >< >< >< >< >< >< >< >< >< ><

Phone: 702 878-2373 : Fax: 702 878-1829

Email: allsaints@allsaintsepiscopal.com Web: www.allsaintsepiscopal.com

The Rev. Eldwin M. (Ed) Lovelady, Rector; Mrs. Dyan McCarthy, Day School Director

Student Name Davidson, Kathryn Ruth		
Student ID 152301	Grade 12	Gender F
Birth Place Long Beach, C	Date Of Birth 12/20/89	Ethnic Code

ACADEMIC HISTORY

Enter Date: **08/26/96**

Leave Date:

Class Of: **2007**

Diploma Type:

School Name/Address 563-Centennial High School 10200 Centennial Parkway Las Vegas, NV 89149	
Tel: 702-799-3440	Fax: 855-8312
School Alternate Number: 607	

Crs ID	Course Title	Grade	Ab	Credit	Crs ID	Course Title	Grade	Ab	Credit	Crs ID	Course Title	Grade	Ab	Credit
530-Molasky Junior High School					563-Centennial High School					563-Centennial High School				
Grd 09	1/2001	Term: 01			Grd 10	1/2005	Term: 01			Grd 12	1/2007	Term: 01		
10460000	Comp Literacy 6		P	0.500	13850400	Spanish II H		B	1 0.500	13000000	Art I		A	0.500
Crd Att: 0.500	Cmp: 0.500	GPA for Term: 0.000			14450400	Am Literature H		C	1 0.500	14140000	Adv Stdy-Woods		A	0.500
530-Molasky Junior High School					14810400	Alg II/Trig H		C	1 0.500	14880200	Eng Lit/Comp AP		C	2 0.500
Grd 09	1/2003	Term: 01			15540000	Adv Band		A	0.500	14880200	Calculus AB/AP		C	2 0.500
14790400	Algebra I H		B	2 0.500	15560800	Marching Band		A	0.500	16910200	Physics II AP		B	2 0.500
Crd Att: 0.500	Cmp: 0.500	GPA for Term: 3.000			16850400	Chemistry I H		A	1 0.500	17050200	U.S. Govt AP		C	0.500
530-Molasky Junior High School					17010200	World History AP		B	1 0.500	18270000	Appld Off Pract		A	0.500
Grd 09	6/2003	Term: 02			18600000	PE II Waiver		P	0.500	18670000	Fash App/Const I		A	3 0.500
10400	Algebra I H		C	0.500	Crd Att: 4.000	Cmp: 4.000	GPA for Term: 3.143			Crd Att: 4.000	Cmp: 4.000	GPA for Term: 3.125		
t: 0.500	Cmp: 0.500	GPA for Term: 2.000			563-Centennial High School					Work In Progress				
563-Centennial High School					Grd 10	6/2005	Term: 02			Crs ID	Course Title			Credit
Grd 09	1/2004	Term: 01			23850400	Spanish II H		C	1 0.500	13000000	Art I			0.500
13840000	Spanish I		A	4 0.500	24450400	Am Literature H		C	2 0.500	14140000	Adv Stdy-Woods			0.500
14300400	English I H		B	2 0.500	24810400	Alg II/Trig H		C	2 0.500	14680200	Eng Lit/Comp AP			0.500
14830400	Geometry H		B	5 0.500	25540000	Adv Band		A	1 0.500	14880200	Calculus AB/AP			0.500
15530000	Inter Band		A	2 0.500	26600000	PE II Waiver		P	0.500	16910200	Physics II AP			0.500
15560800	Marching Band		A	1 0.500	26850400	Chemistry I H		C	2 0.500	17050200	U.S. Govt AP			0.500
16450000	PE I		A	4 0.500	27010200	World History AP		B	2 0.500	18270000	Appld Off Pract			0.500
16760400	Biology I H		B	3 0.500	Crd Att: 3.500	Cmp: 3.500	GPA for Term: 2.500			18670000	Fash App/Const I			0.500
Crd Att: 3.500	Cmp: 3.500	GPA for Term: 3.571			563-Centennial High School					23000000	Art I			0.500
563-Centennial High School					Grd 11	1/2006	Term: 01			24140000	Adv Stdy-Woods			0.500
Grd 09	6/2004	Term: 02			13860400	Spanish III H		B	2 0.500	24680200	Eng Lit/Comp AP			0.500
23840000	Spanish I		A	2 0.500	14670200	Eng Lang/Comp AP		B	2 0.500	24880200	Calculus AB/AP			0.500
24300400	English I H		B	2 0.500	14870400	PreCalculus H		B	3 0.500	26910200	Physics II AP			0.500
24830400	Geometry H		B	3 0.500	16900400	Physics I H		C	3 0.500	27050200	U.S. Govt AP			0.500
25530000	Inter Band		A	2 0.500	17030400	U.S. History H		B	2 0.500	28270000	Appld Off Pract			0.500
26450000	PE I		A	1 0.500	18540000	Woods I		A	3 0.500	28670000	Fash App/Const I			0.500
26760400	Biology I H		B	2 0.500	Crd Att: 3.000	Cmp: 3.000	GPA for Term: 3.000							
Crd Att: 3.000	Cmp: 3.000	GPA for Term: 3.500			563-Centennial High School									
					Grd 11	6/2006	Term: 02							
					23860400	Spanish III H		B	2 0.500					
					24670200	Eng Lang/Comp AP		C	2 0.500					
					24870400	PreCalculus H		A	6 0.500					
					26900400	Physics I H		B	3 0.500					
					27030400	U.S. History H		B	2 0.500					
					28540000	Woods I		A	6 0.500					
					Crd Att: 3.000	Cmp: 3.000	GPA for Term: 3.167							

Student Name Davidson, Kathryn Ruth		
Student ID 152301	Grade 12	Gender F
Birth Place Long Beach, C	Date Of Birth 12/20/89	Ethnic Code

ACADEMIC HISTORY

Page 2 of 2

Enter Date: **08/26/96**

Leave Date:

Class Of: **2007**

Diploma Type:

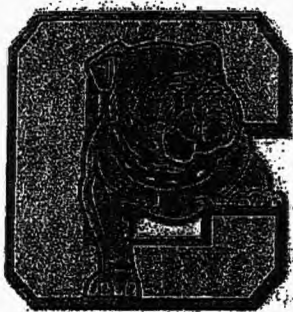
School Name/Address 563-Centennial High School 10200 Centennial Parkway Las Vegas, NV 89149	
Tel: 702-799-3440	Fax: 855-8312
School Alternate Number: 607	

GPA Summary			
Non-Weighted GPA: 3.125			
Weighted GPA: 3.925 Class rank is 135 of 610			
Not Used:			
Not Used:			
Total Credits Attempted: 25.500			
Total Credits Earned: 25.500			
Credit Summary - Standard Diploma			
Subject Area	Req	Cmp	Def
English 1 (1)	0.500	0.50	
English 1 (2)	0.500	0.50	
English Other	3.000	2.50	0.50
Integrated Algebra 1A (1)		0.00	
Applied Algebra 1A (2)		0.00	
Applied Algebra 1B (1)		0.00	
Applied Algebra 1B (2)		0.00	
Algebra (1) or above	0.500	0.50	
Algebra (2) or above	0.500	0.50	
Mathematics	2.000	2.00	
Physical Education I	1.000	1.00	
Physical Education II	1.000	1.00	
Health Education	0.500	0.00	0.50
Science	2.000	2.00	
World Hist/Human (1)	0.500	0.50	
World Hist/Human (2)	0.500	0.50	
U.S. History (1)	0.500	0.50	
U.S. History (2)	0.500	0.50	
U.S. Government (1)	0.500	0.50	
U.S. Government (2)	0.500	0.00	0.50
Use of Computers	0.500	0.50	
SocStd/Arts/Human/OccEd	0.000	0.00	
Electives	7.500	12.00	
Total Credits	22.500	25.500	1.50

Transcript is unofficial unless signed by a school official
Registrar's Signature

Barbara Wagner

Date: 02/09/07



Building Traditions for a New Millennium

CENTENNIAL HIGH SCHOOL

PROFILE 2006-2007

Trent M. Day, Principal

**SCHOOL AND COMMUNITY
CEEB 290191**

Centennial High School is a public, suburban school in the Clark County School District, enrolling approximately 2900 students in grades nine through twelve. The school opened its doors in 1999 and graduated its first class of 404 students in 2001. The student body and faculty represent a diversity of ethnic and racial backgrounds. The school has approximately 120 certified professional staff members, most with a master's degree.

GRADUATION REQUIREMENTS

All seniors must pass the Nevada Proficiency Exam in addition to obtaining twenty-two and one-half (22.5) credits from grades nine through twelve. Fifteen of these credits are required in the following courses of study:

World History	Physical Education (2)	Science (2)
U.S. History	English (4)	Mathematics (3)
U.S. Government	Health Education (.5)	Use of computers(.5)

Honors courses are identified with H (Honors) or AP (Advanced Placement). Adjusted courses for special education are identified as SP or APP.

All classes including physical education meet for eighteen weeks each semester, every other day for 85 minutes. One-half credit is awarded for each semester course successfully completed.

CURRICULUM

Centennial and the Clark County School District offers a rigorous honors and advanced placement program. The Honors and Medallion Programs are designed to challenge students who choose to enroll in a rigorous course of study and to improve advanced academic achievement of students demonstrating accelerated education potential. After successfully completing the programs, seniors receive special recognition at graduation.

MEDALLION AWARD

The minimum requirements for the Medallion Award recognition are 3.0 GPA and the following course of study:

English	4 credits of Honors or AP	Social Studies	3 credits of Honors or AP
Math	4 credits of Honors or AP	Foreign Lang	2 credits of Honors or AP
Science	3 credits of Honors or AP		(in the same language)
Elective	1 credit of Honors or AP		

Office (702) 799-3440 Fax (702) 799-3443

**NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD SCHOLARSHIP APPLICATION
HIGH SCHOOL SENIORS - 2007**

Name: Shaan Patel Date of Birth: 08/30/89

Home Address: 9801 Winter Palace Dr. City: Las Vegas Zip: 89145

Phone: 702 - 505-1296

Parent or Guardian's Name: Bhurat Patel

Address: 9801 Winter Palace Dr., Las Vegas, NV 89145

School: Ed W. Clark High School

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit(s) your community and/or persons within the community. Be sure your description explains this benefit. You may make attachments if you need additional space (please type or print).

School:

- See Attached

Community:

- See Attached

Clubs, Church, or other Organization (non-school):

- See Attached

Hobbies:

- See Attached

Employment:

-see Attached

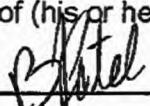
*** Have two responsible adults who are not teachers, school officials or relatives write letters of recommendation. Letters are not limited to, but should include information with respect to: Citizenship, leadership, and community involvement. Letters should be sent to your school official administering this award.

*** Have two teachers or school official write attesting to academic achievements and involvement in school sponsored clubs/organization. The emphasis on academic achievement will be on achievement relative to ability, with GPA being secondary. Other considerations will be attendance, good study habits and diligence. Letters should be sent to your school official administering this award.

I hereby make application for the Nevada League of Cities and Municipalities for the above scholarship.

Student's Signature:  Date: 02-07-07

We, the parents or guardian approve of (his or her) application for the above scholarship.

Parent or Guardian Signature:  Date: 02-07-07

Deadline for submitting application to the appropriate school official is:

February 9, 2007

Late applications will not be accepted.

School			
Activity	Position Held	Grades	
■ National Honor Society	□ Vice President	(10-12)	
	□ Served on Junior Council which setup a fundraiser and picnic for the blind.		
	□ National Jnr. Honor Society Treasurer		
■ DECA (Business/Marketing Club)	□ President	(10-12)	
	□ Vice President		
	□ Captain of DECA Quiz Bowl		
■ Intel International Science & Engineering Fair Project: Aquatic Entomology - Researching Water Pollution in the Las Vegas Wash using Macroinvertebrates as an indicator of stream health.		12	
■ Mu Alpha Theta (Math Tutoring)	□ Treasurer	(11-12)	
■ Key Club (Community Service)		(10-12)	
■ Department of Energy National Science Bowl		(11-12)	
■ Math League		(11-12)	
■ Junior Varsity Volleyball		(9-10)	
■ Student Ambassador for the Academy of Math and Science and Applied Technology (AMSAT)		(11-12)	
Community			
Service Activity	Benefiting	Dates	Tot Hours
■ ER Hospital Volunteer	Northvista Hospital Patients	01/06-01/07	250
■ Youth Recycling Project	Southern Nevada Community and Environment	04/06-01/07	80
■ Various National Honor Society Community Service Activities		09/04-01/07	120
□ Assist Shade Tree	Battered Women and Children		
□ St. Vincent's Soup Kitchen	Homeless		
□ Prepare School Events	Clark High School		

■ Various Key Club Community Service Activities	Various Organiz- ations	09/04-10/06	100
■ Various Friends of India Cultural Org. Community Service Activities	Local South Asian Community	06/98-01/07	400+
□ Create South Asian Directory			
□ Setup Various Recreational Events			
□ Volunteered to put on cultural dance shows			
■ Mu Alpha Theta Math Tutoring	Non-Proficient Math Students	09/05-01/07	30
Clubs, Church, or other Organization (non-school)			
<u>Activity</u>	<u>Position Held</u>	<u>Grades</u>	
	□ Nevada Boys' State Delegate	11	
	□ National Young Leaders' Conference in Washington D.C.	11	
■ Vedic Philosophy Seminars on Saturdays		(6-12)	
■ Swadhyaya Hindu Religion Class on Sundays		(2-10)	
■ Northvista Hospital Volunteer in the ER		(11-12)	
■ Friends of India (FOI) Cultural Org.	□ Cultural Committee	(2-12)	
	□ Master of Ceremonies for annual Diwali celebration		
■ Youth Advisory Council (YAC) of the Southern Nevada Water Authority	□ Clark High School Representative	(11-12)	
■ Medical Explorers Program at Valley Hospital		12	
■ Indian Subcontinental Club (ISC)		(10-12)	
Hobbies			
■ Debate, Camping, Hiking, First Aid, Sports, Working Out (But my "bony" physique doesn't show it!)			
Employment			
<u>Position</u>	<u>Employer</u>	<u>Dates</u>	<u>Hrs/Wk.</u>
■ Selling New Year's Merchandise	Riviera Casino	12/31/03-1/1/06	25
■ Managing Motel Activities □ (Supplies, Rooms, Maids, etc.)	Sky Ranch Motel	8/1/03-8/20/05	25



Clark High School

The Academy for Mathematics, Science, and Applied Technology

Teacher Education Academy at Clark High

Academy of Finance

4291 Pennwood Avenue Las Vegas, Nevada 89102 Telephone (702) 799-5800 Fax (702) 799-5813

February 5, 2007

To Whom It May Concern:

It is my pleasure to help your committee become more familiar with one of my students, Shaan Patel. Shaan is a student in my AP United States Government and Politics class. Shaan is a student in the Academy of Mathematics, Science, and Applied Technology at Clark High School. In this program, he has had the opportunity to take some of the most rigorous and challenging classes offered at any high school in the state of Nevada. Shaan has taken advantage of these opportunities and is excelling at the highest level, as he is currently a candidate for valedictorian. Shaan earned the distinction of being a National Merit Semi-Finalist as well as achieving a perfect 2400 on the SAT exam. These achievements place Shaan among the top students comprising the class of 2007. While these statistics reveal the giftedness of his intellect and unwavering commitment to hard work, it fails to show the generous, kind, and adventurous young man that he has become during his time at Clark High School.

To pass Shaan in the hall he would appear as any other student in a diverse metropolitan high school. He is in jeans and a t-shirt most days but has also been known to dawn a full suit if he is going to a middle school to be an ambassador for the magnet program. As a first generation American, he has worked hard to maintain a sense of his cultural identity through volunteering in organizations such as Friends of India. At Clark, he is a member of various activities on campus from Vice President of National Honor Society to setter for the volleyball team. He seeks out opportunities to expand his experiences as well as his pool of friends. He is a trusted source of advice for his friends and so it is no wonder the school selected him as Homecoming King this year.

In my class, a strong emphasis is placed on readings and discussion. Shaan is among the strongest students in this area. During the first semester of the class, students selected a book of an approved political nature and wrote an analysis paper. Shaan selected a book title, "The Betrayal of America" by Vincent Bugliosi. His paper demonstrated an excellent understanding of the complex issues surrounding the Supreme Court and the Election of 2000. He most recently completed a cooperative project on a major national poll concerning the issue of abortion. His group identified possible bias in the word choice, as well as the major influence the media has played in the amount and type of information Americans get on this issue.

Based on my 5 years of teaching AP Government and Politics, it is with no reservation that I recommend Shaan to your committee. He is an exceptional young man that has laid the groundwork to fulfill his goal of becoming a physician. I have no doubt any investment you make in Shaan's future will be money invested in the betterment of our society as a whole.

Sincerely,

Roger West





Clark High School

*The Academy for Mathematics, Science, and Applied Technology
Teacher Education Academy at Clark High
Academy of Finance*

4291 Pennwood Avenue Las Vegas, Nevada 89102 Telephone (702) 799-5800 Fax (702) 799-5813

January 30, 2007

To Whom It May Concern:

I have known Shaan Patel since he joined National Honor Society in his sophomore year (I was the NHS advisor until this year), and he is also a student this year in my English Language and Composition AP class. Nothing could give me more pleasure than writing a recommendation for this extraordinary young man. I cannot think of a student who is more deserving of a scholarship than Shaan.

I have been teaching for almost 13 years, both at the University of Nevada Las Vegas and at the secondary level in high school, and I can honestly say that I have never come across a student with Shaan's broad-based abilities. It is usual to find a student with particular talents in math or English, but it is quite unusual to find one who is equally at home with both the hard sciences and the world of liberal arts. He is also a person of strong ethics, and I have never known him to thoughtlessly violate his own standards of behavior, which are exceedingly high. The single time that he thought he might be doing something that could be considered wrong, he came to me and talked it over until he felt he had arrived at the best solution to his dilemma.

I rarely give scores of 100 % on essays, but I have already done it twice this year with Shaan. Not only does he have a thorough understanding of English grammar and the construction of an effective argument, but he has the ability to use vivid description and the graceful turn of phrase as well. It is obvious to me that his reading has been both wide and deep since the references that pop up in his essays are so varied. I consider him to be among the top two or three students of my teaching career.

Shaan's chief intellectual characteristics are honesty and curiosity. He also is quite open and ready to be persuaded from a previously held opinion if he believes the evidence is sufficiently compelling. A good example is the week my AP class was reading George Orwell's "Politics and the English Language" and Russell Baker's "American Fat"--both having to do with pompous, excessively Latinized, and jargon-filled writing. At first, Shaan attacked Orwell's ideas because more elevated language is often useful and desirable when one is looking for precision or aiming one's remarks at a particular audience. As usual, most of the rest of the class was swept up in Shaan's rhetorical



wake; however, when we were debating the merits of the second essay, Shaan waited until near the end of the discussion and then turned the tables on his classmates by deciding that he had changed his mind about this issue. His argument was so subtle and delicately qualified that it effectively sucked all the air out of the discussion and left the class wondering what had just happened to them.

Shaan will occasionally stay after class to debate a point further with me or bring up something from the previous week he has been mulling over. Ideas are important to him, and he delights in teasing out fine shadings or melding disparate positions in unique ways. I was fascinated a couple of weeks ago when he shared some of his ideas about treating patients, using both "Western" science and "Eastern" or alternative methods. He is not a person who believes that the solutions to wellness are simple--because humans themselves are not simple beings. Our discussion ranged over surgical and pharmacological methods as well as social, religious, and philosophical approaches to health. I am convinced that he will not only be a great doctor, but he will surely write about what he does in such a way that medicine will be changed by his practice and ideas. A mind like his will never be content with the status quo. He will continue to pursue knowledge and its useful applications--as well as its philosophical implications--for the rest of his life.

Leadership comes naturally to Shaan. Other students often defer to him because of his intellect, but his kindness and perception turn followers into friends. His interests are mainly in the area of helping people, and he usually rises to the top of any group because of the intensity of his interest. When others have given up or lost interest, he will still be working, unwilling to quit until the job is done. I personally saw this in Honor Society, when--as busy as he was with other activities--he continued to put in the required number of service hours and more. This year, in my AP English class, he is the same way with assignments and projects. He will drive himself and his group until all the requirements are met to his satisfaction.

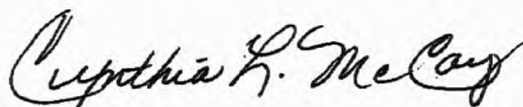
I have seen Shaan Patel grow from a rather shy sophomore, who quietly went about the business of earning his hours of service in the National Honor Society, to a confident young man who ran for office and won (he is the current vice president of NHS). I have also observed as he has devoted himself to serving the homeless at Las Vegas soup kitchens, planting trees and shrubs at a new regional park, playing with children at a downtown daycare facility, visiting shut-ins at a nursing home, and volunteering many hours at a local hospital. This year, he has become immersed in his work with a group of young people who are working with the Southern Nevada Water Authority to develop a plan for water conservation in Las Vegas. As he has with his service work with the Honor Society, Shaan sticks with his interests, undeterred by the ups and downs of daily life. If he decides that something is worthwhile, he stays with it.

Unlike the stereotypical "brain" who gets a perfect score on the SAT (which he did this year), Shaan is sociable, likable, and respected by his peers and the adults who work with him. I have found him to be a person of remarkable maturity for his years, and I have personally watched him handle difficult personal situations with seriousness and calm.

He was not raised in a "cushioned" middle class suburb; instead, he has lived over the family motel in the urban core of Las Vegas. His perspective has been shaped not only by a strong family and ethnic identity, but by the sometimes raw life he has observed on the streets around him. He has developed an understanding of the world that includes the disadvantaged as well as the affluent. He not only possesses a sharp intellect, but he has developed a compassionate heart and a graceful way with people that is utterly sincere. His resume is replete with academic accomplishments, extracurricular activities, and service to his community; however, it is his thoughtful approach to life and his personal integrity that distinguish him from most of the students of my acquaintance. He is absolutely exceptional.

If I can be of further help to you as you make your decision, please do not hesitate to call me or write to me at the number and address below.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia L. McCoy". The signature is fluid and elegant, with the first name "Cynthia" being the most prominent part.

Cynthia L. McCoy
English Instructor
Clark Challenge Program Coordinator
(702) 799-5800
clmccoy@interact.ccsd.net

February 5, 2007

This letter is to serve as a recommendation for Shaan Patel. I have had the pleasure of becoming acquainted with Shaan through the Friends of India (FOI) group we have here in Las Vegas. Over the years, I have come to know Shaan as a brilliant young man who really is dependable. For the past five years he has assisted in creating the Friends of India phonebook, which includes information of members as well as advertisements from members' families and businesses. Shaan has played a vital role in creating these ads, and without him, I'm not sure if FOI would have a phonebook every year. The committee has often come to him with last minute ads families would like to put in, and although I know he is very busy with schoolwork, he completes the ad flawlessly even with such short notice. Not only are his ads superb, but his volunteering for the organization displays his commitment to his culture and community.

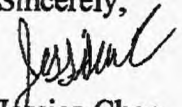
Although I have known Shaan for years, it was not until recently did I learn about his interest in medicine. I encouraged him to volunteer in a local ER to get some experience with the field. At first he was reluctant because he had that type of experience before, and was not sure how much he could learn. After all, Shaan was only in the 10th grade and medical school is quite a while away. However, because of the maturity I have seen in Shaan and his serious interest in medicine, he agreed.

Now, Shaan has worked in the ER for the past two years. I have discovered that his initial concern of his naivety has proved to be foolish. Shaan carries himself with a professionalism that mirrors veteran medical professionals from what I have seen. He possesses a cordiality about him that I find rare in teenagers. Not only is he congenial with fellow hospital workers, but completely appropriate and friendly when interacting with patients. Competently, Shaan is inquisitive and has a manifest fascination with his work in the ER that is in no way spurious. I find his intriguing questions enjoyable to discuss because they are not always concerned with the mechanical procedures, but often are concerning social and family implications of certain diagnoses.

My experience with Shaan has been nothing but a positive one that I too feel privileged to have known such an articulate, intelligent young man. However, it was not until Shaan's uncle's wedding reception that I was able to witness firsthand his qualities outside the professional fields of the Friends of the India committee and the ER. Out of his inherent affection for his uncle, Shaan gathered a few of his friends to create a delightful video for his uncle that depicted how he and his wife had met in a comedic way. Shaan's superb acting in portraying his uncle, great storyline, and appropriate humor may be well deserving of an Oscar! He made the night all the more enjoyable for the guests, including myself, and his uncle I'm sure. Shaan continued the entertainment with his speech about his close relationship with his uncle that was filled with the perfect balance of warmth and wit.

It has been my pleasure for the past few years to have been acquainted with such a remarkable person as Shaan who is not only suited professionally for the medical field, but sociably as well on all aspects of the spectrum. I have often discussed with Shaan his future plans. Not only do I feel that Shaan is capable of handling his goal of a career in medicine, but that he would be a credit to the medical field in general. I am absolutely sure that he will excel and be a valuable member of society.

Sincerely,


Jessica Choe

**Southern Nevada
Water Authority**

ADMINISTRATIVE OFFICE

1001 S. Valley View Blvd.
Las Vegas, NV 89163

Main 702/258-3939
Fax 702/258-3268

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To Whom It May Concern:

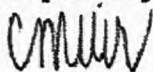
As facilitator of the Southern Nevada Water Authority Youth Advisory Council, it is an honor to recommend Saan Patel for admission into Stanford University. As a member of the Youth Advisory Council, Saan has played an integral role in the development, progress and success that the council has.

The Youth Advisory Council is a forum that has been formed at the request of the Southern Nevada Water Authority Board of Directors to gather policy, management and research ideas from a youthful perspective.

Saan's love for the environment and passion for making a difference has truly come through in his participation in the Y.A.C. He has truly stepped up as a leader and is viewed by many in the group as a voice of practicality and reason. Saan's sincerity and unconditional kindness is evident in all he does. His unique ideas and sense of humor make him a one-of-a-kind team player and a joy to be around.

There is no doubt in my mind that Saan will be an asset to your school and community. I know he will continue to be a positive asset to the community for years to come.

Respectfully,



Catherine Muir
Southern Nevada Water Authority
Youth Advisory Council
702.258.3254

**NEVADA LEAGUE OF CITIES & MUNICIPALITIES
YOUTH AWARD SCHOLARSHIP APPLICATION
HIGH SCHOOL SENIORS - 2007**

Name: Linda Baires Date of Birth: 05/15/89

Home

Address: 4340 Bramblewood St. City: Las Vegas, NV Zip: 89147

Phone: (702) 289-8041

Parent or Guardian's Name: Rosa Ortiz

Address: 4340 Bramblewood St. City: Las Vegas, NV Zip: 89147

School: Rancho High School

List and describe all of the activities that you have participated in during the last three years. These should be activities that either directly or indirectly benefit(s) your community and/or persons within the community. Be sure your description explains this benefit. You may make attachments if you need additional space (please type or print).

School:

Bake Sale Fundraiser, BBQ Fundraiser, Cinco de Mayo BBQ, conference
babysitting, City of Las Vegas shadowing participant, fireworks stand
Fundraiser, Gift of Green, Hispanic Recognition Week, Hispanic Student
Union (HSU), Medical Club, Multi-Cultural Festival, Thanksgiving baskets

Community:

Adopt-A-Grandparent, Coats for Kids, Children's Day, Domestic Violence
Task Force Bowl-a-Thon, Fair for women and the family, Hurricane
Katrina Food and Clothes Drive, Ruben Kihuen For State Assembly 11
Kick-off, Scouts Expo, Youth Neighborhood Associations Partnership Program.

Clubs, Church, or other Organization (non-school):

Campaign Canvassing, City of Las Vegas special student participant for City
Council Meeting, Hispanic Unity Day, Hispanic Youth Leadership Summit,
Latin Chamber of Commerce Career Day, Hispanic in Politics, Hispanic
Heritage Day Parade, Democratic volunteer walk

Hobbies:

Reads books, enjoy playing viola, studied photography

Employment:

*** Have two responsible adults who are not teachers, school officials or relatives write letters of recommendation. Letters are not limited to, but should include information with respect to: Citizenship, leadership, and community involvement. Letters should be sent to your school official administering this award.

*** Have two teachers or school official write attesting to academic achievements and involvement in school sponsored clubs/organization. The emphasis on academic achievement will be on achievement relative to ability, with GPA being secondary. Other considerations will be attendance, good study habits and diligence. Letters should be sent to your school official administering this award.

I hereby make application for the Nevada League of Cities and Municipalities for the above scholarship.

Student's Signature:  Date: 2/3/07

We, the parents or guardian approve of (his or her) application for the above scholarship.

Parent or Guardian Signature:  Date: 2/3/07

Deadline for submitting application to the appropriate school official is:

February 9, 2007

Late applications will not be accepted.

Student Name Balres, Linda Lissbeth		
Student ID 150523	Grade 12	Gender F
Birth Place San Miguel, ES	Date Of Birth 05/15/89	Ethnic Code

ACADEMIC HISTORY

Enter Date: **08/26/96**
 Leave Date:
 Class Of: **2007**
 Diploma Type:

School Name/Address 351-Rancho High School 1900 Searles Avenue N Las Vegas, NV 89101	
Tel: 702-799-7000	Fax: 799-8316
School Alternate Number: 403	

Rosa Linda Ortiz
4340 Bramblewood St
Las Vegas, NV 89147

Grd	Course Title	Grade	Credit	Grd	Course Title	Grade	Credit	Grd	Course Title	Grade	Credit
133-Cashman Middle School				351-Rancho High School				351-Rancho High School			
3rd 09	6/2001 Term: 02			Grd 10	6/2005 Term: 02			Grd 12	1/2007 Term: 01		
13600000	Comp Lit Waiver	P	0.500	23820400	Span Spkr II H	A	0.500	13440000	College Surv Exams	A	4 0.500
2nd Att: 0.500	Cmp: 0.500	GPA for Term: 0.000		24310400	English II H	B	2 0.500	13460000	Student Aide	A	0.500
151-Rancho High School				24830400	Geometry H	C	3 0.500	13662200	Spanish Lit AP	C	2 0.500
3rd 09	1/2004 Term: 01			25010000	AF JR ROTC II	B	1 0.500	14470400	Mod Literature H	C	1 0.500
14300400	English I H	B	0.500	25580000	Adv Orchestra	A	3 0.500	14870000	PreCalculus	C	4 0.500
14790400	Algebra I H	D	0.500	26550000	Health Careers I	D	3 0.500	15030000	AF JR ROTC IV	B	2 0.500
15000000	AF JR ROTC I	B	0.500	26850400	Chemistry I H	D	3 0.500	16900400	Physics I H	C	2 0.500
60100000	Med Skls Svcs	B	0.500	Crd Att: 3.500	Cmp: 3.500	GPA for Term: 2.571		Crd Att: 3.500	Cmp: 3.500	GPA for Term: 2.714	
57700000	Health Education	C	0.500	351-Rancho High School				In Progress			
61100000	Span Spkr I	D	0.500	Grd 11	1/2006 Term: 01			Crs ID	Course Title	Credit	
61100000	Biology I H	B	1 0.500	13830400	Span Spkr III H	A	1 0.500	13440000	College Surv Exams	0.500	
2nd Att: 3.500	Cmp: 3.500	GPA for Term: 2.286		14480400	Wild Literature H	B	1 0.500	13460000	Student Aide	0.500	
151-Rancho High School				14800000	Algebra II	C	0.500	13540000	Senior Seminar	0.500	
3rd 09	6/2004 Term: 02			15020000	AF JR ROTC III	A	0.500	13662200	Spanish Lit AP	0.500	
35000000	Career Ed	A	1 0.500	15580000	Adv Orchestra	A	0.500	14470400	Mod Literature H	0.500	
43000400	English I H	C	0.500	16560000	Health Careers II	A	2 0.500	14870000	PreCalculus	0.500	
47900400	Algebra I H	D	0.500	16860400	Chemistry II H	B	1 0.500	15030000	AF JR ROTC IV	0.500	
50000000	AF JR ROTC I	B	0.500	17030000	U.S. History	A	3 0.500	16900400	Physics I H	0.500	
60100000	Med Skls Svcs	C	0.500	Crd Att: 4.000	Cmp: 4.000	GPA for Term: 3.500		23460000	Student Aide	0.500	
66200000	Span Spkr I	B	4 0.500	351-Rancho High School				23662200	Spanish Lit AP	0.500	
67604000	Biology I H	B	0.500	Grd 11	6/2006 Term: 02			24470400	Mod Literature H	0.500	
2nd Att: 3.500	Cmp: 3.500	GPA for Term: 2.571		23830400	Span Spkr III H	C	0.500	24870000	PreCalculus	0.500	
98-Clark Summer				24480400	Wild Literature H	A	1 0.500	26900400	Physics I H	0.500	
3rd 10	8/2004 Term: 03			24800000	Algebra II	C	0.500				
70100000	World History	A	0.500	25020000	AF JR ROTC III	B	0.500				
70109000	World History	A	0.500	25580000	Adv Orchestra	A	0.500				
2nd Att: 1.000	Cmp: 1.000	GPA for Term: 4.000		26560000	Health Careers II	B	1 0.500				
351-Rancho High School				26860400	Chemistry II H	C	3 0.500				
3rd 09	1/2005 Term: 01			27030000	U.S. History	A	2 0.500				
35000000	Span Spkr II H	B	0.500	Crd Att: 4.000	Cmp: 4.000	GPA for Term: 3.000					
43104000	English II H	C	0.500	501-Desert Pines Summ							
48304000	Geometry H	B	0.500	Grd 12	8/2006 Term: 03						
50100000	AF JR ROTC II	B	0.500	27050900	U.S. Govt	B	0.500				
55800000	Adv Orchestra	A	0.500	Crd Att: 0.500	Cmp: 0.500	GPA for Term: 3.000					
65500000	Health Careers I	C	0.500	690-Sierra Vista Summer							
68604000	Chemistry I H	C	0.500	Grd 12	8/2006 Term: 03						
2nd Att: 3.500	Cmp: 3.500	GPA for Term: 2.714		17050000	U.S. Govt	A	0.500				
				Crd Att: 0.500	Cmp: 0.500	GPA for Term: 4.000					

Student Name Baires, Linda Lissbeth		
Student ID 150523	Grade 12	Gender F
Birth Place San Miguel, ES	Date Of Birth 05/15/89	Ethnic Code

ACADEMIC HISTORY

Page 2 of 2

Enter Date: **08/26/96**

Leave Date:

Class Of: **2007**

Diploma Type:

School Name/Address 351-Rancho High School 1900 Searles Avenue N Las Vegas, NV 89101	
Tel: 702-799-7000	Fax: 799-8316
School Alternate Number: 403	

GP Summary

on-Weighted GPA: 2.855

Weighted GPA: 3.455 Class rank is 134 of 540

Total Credits Attempted: 28.000

Total Credits Earned: 28.000

Credit Summary - Standard Diploma

Subject Area	Req	Cmp	Def
English 1 (1)	0.500	0.50	
English 1 (2)	0.500	0.50	
English Other	3.000	2.50	0.50
Pre-Algebra 1A (1)		0.00	
Algebra 1A (2)		0.00	
Algebra 1B (1)		0.00	
Applied Algebra 1B (2)		0.00	
Algebra (1) or above	0.500	0.50	
Algebra (2) or above	0.500	0.50	
Mathematics	2.000	2.00	
Physical Education I	1.000	1.00	
Physical Education II	1.000	1.00	
Health Education	0.500	0.50	
Science	2.000	2.00	
World Hist/Human (1)	0.500	0.50	
World Hist/Human (2)	0.500	0.50	
U.S. History (1)	0.500	0.50	
U.S. History (2)	0.500	0.50	
U.S. Government (1)	0.500	0.50	
U.S. Government (2)	0.500	0.50	
Use of Computers	0.500	0.50	
Art/Std/Arts/Human/OccEd	0.000	0.00	
Electives	7.500	13.50	
---Total Credits---	22.500	28.000	0.50

Transcript is unofficial unless signed by a school official
Registrar's Signature _____

Date: 02/01/07



Rancho High School

Academies of Aerospace • Medical • Allied Health • Bio-Medical Engineering

Robert Chesto~Principal

2/02/07

To Whom It May Concern:

It is my pleasure to highly recommend Linda Baires for your academic program. I've known this wonderful young lady for the past two academic years. She was enrolled in my Spanish for Spanish Speakers III last year and worked tremendously hard to obtain a good grade. This year she is enrolled in my Advanced Placement Spanish Literature course. Her dedication and eagerness to learn in this course is outstanding. Linda is not only academically motivated, socially and politically active; she is also compassionate and conscious of our societies need for bright young leaders.

Her SAT score of 1200 provides a glimpse into this young lady's academic accomplishments. Her G.P.A. of 3.375 reflects her ability to challenge any Honors or Advance Placement courses and succeed. One of Linda's most impressive accomplishments is her involvement in her community. Linda has volunteered in myriad of activities. Her involvement in the following activities provides a sense of her dedication to improve our society: City of Las Vegas Special Student Participant for City Council Meeting, Democratic Volunteer Walk, Hispanic Heritage Day Parade and Ruben Kihuen for State Assembly 11 Kick-Off to name a few. Her intelligence combined with her passion for her community is clearly a recipe for one of our future's brilliant young leaders.

I candidly believe Linda Baires possesses all qualities of a superb and dynamic aspirant for your academic program. Her ambition and drive to succeed is extremely rare in our young adults of today. She is a candidate that can't be overlooked. If you need additional information, please do not hesitate to call me.

Sinceley,

Martha Catarino
Spanish Teacher
Rancho High School



Rancho High School

Academies of Aerospace • Medical • Allied Health • Bio-Medical Engineering

Robert Chesto~Principal

1/31/07

Every year, we hear about the challenges facing educators today. Print media editorials bemoan youth apathy and selfishness. I am a practical person, and if the material that I worked with, the students that is, were as bad as some charge, I would have found a different profession long ago. On the contrary, I have watched our youth make great efforts to help their families and their communities, while still excelling in their education. The intrinsic reward of watching adolescents grow into young men and women in charge of their futures is my greatest reward in eleven years as a teacher and advisor. It is in this spirit that I write about an exceptional young woman, Miss Linda Baires.

I've known Miss Baires for four years now, since she joined our school's Hispanic Student Union (HSU), a school/community service, cultural awareness, political activism, and career development student organization, of which I am the advisor. HSU is our school's (3,300 students) largest club, with over one hundred members, and we participate in literally dozens of projects each year. She immediately threw herself into the club activities, participating in literally countless functions. Ignoring her youth and inexperience, but recognizing her zeal and leadership, her HSU peers also picked her for various leadership positions. Although I hate the comparison, one could say Linda was a real workhorse, carrying out her duties and assignments with energy, imagination, and gusto. Her positive attributes couldn't be contained solely within our club, however, and it turned out that her peers in other clubs also picked her for leadership positions there as well. Again, she accomplished everything she was supposed to do, never shirking responsibilities to one organization or another, or the responsibility she holds for her education. In recognition of her natural leadership and work ethic, her HSU peers picked her to be HSU President, and by a wide margin over the next candidate, I might add. Linda has fulfilled her office in an exemplary fashion, showing creativity and direction in initiating new projects and policies, and exhibiting poise and courage in more difficult situations.

I invite the reader to examine Miss Baires's resume. On it, there are literally dozens of activities and awards that give perspective to her level of commitment to her school and her community. In recognition of her efforts in the Latino Community, she was recently picked as "Hispanic Personality of the Week" by *El Mundo* newspaper, Nevada's largest Spanish language newspaper. Typically, this honor is bestowed upon adult business and civic leaders, and so I feel it is even more prestigious to Linda that she was recognized as well.

1900 Searles • Las Vegas, Nevada 89101

(702)799-7000 • Fax: (702)799-8316 • Website: www.ccsd.net/schools/rancho/



Rancho High School

Academies of Aerospace • Medical • Allied Health • Bio-Medical Engineering

Robert Chesto~Principal

I must point out Miss Baires's qualities as a human being. I have found her to be generous, thoughtful, and helpful to others. She's respectful, easy to get along with, and humble. In short, Linda's a nice young woman. I've come to know her very well, and I can attest to the difficulties and hardships she's unfortunately faced in her private life these past years. However, despite some tears shed, Linda has shown courage and determination and responded with maturity and dignity, being an asset to her family. That she's meant so much to our club, our school, and community, all the while maintaining a very respectable grade point average in our school's challenging Medical Magnet program, all the while having her world all but fall apart around her is what is truly remarkable. I feel she's ready for the world.

Miss Baires is a student leader, budding civic leader, and medical magnet honor's student. If this isn't a demonstration of initiative, responsibility, self-motivation, and accomplishment, then I don't know what is. I'm gratified to have seen Linda grow into the exceptional young woman she's become.

Sincerely,

Isaac Barrón
Teacher/HSU Advisor
(702) 799-7000 X3961

ibarron@interact.ccsd.net



LAS VEGAS CITY COUNCIL

MAYOR

OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

LARRY BROWN, WARD 4
LAWRENCE WEEKLY, WARD 5
STEVE WOLFSON, WARD 2
TARKANIAN, WARD 1
/EN D. ROSS, WARD 6

CITY MANAGER
DOUGLAS A. SELBY

February 9, 2007

Nevada League of Cities and Municipalities
Youth Award Program Selection Committee
310 S. Curry Street
Carson City, NV 89703

To Whom It May Concern:

Re: Linda Baires

It is with great pride that I write to you on behalf of Ms. Linda Baires. Linda is a bright, intelligent young woman, with a passion for making a difference in her community.

I met Linda during her service as a member of the city of Las Vegas Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board, a committee of youth and adults who allocate grant awards to youth groups to implement community service projects in their neighborhood. I was immediately impressed with her strong leadership skills and the high standards she held for each of our applicants, based on her own volunteer experiences, and her desire to have the funds allocated by the board make a true impact on the Las Vegas community.

Despite her many school activities; Linda still finds time to give back to her community. She gives freely of her time and energy to help coordinate several events to benefit and raise awareness in the Hispanic community such as Dia de los Niños, an event to promote the health and safety of children, the Hispanic Heritage Parade, and the Hispanic Student leadership Summit.

It has been a pleasure working with such an outstanding young member of our community. I know Linda will succeed in anything she undertakes in her future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jocelyn Bluitt-Fisher".

Jocelyn Bluitt-Fisher
Senior Neighborhood Services Specialist
Neighborhood Services Department
Neighborhood Initiatives Division

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3045
TTY 702.386.9108
www.lasvegasnevada.gov



City of Las Vegas

Lois Tarkanian
COUNCILWOMAN

February 10, 2007

Nevada League of Cities and Municipalities
Youth Award Program Selection Committee
310 S. Curry Street
Carson City, NV 89703

Re: Linda Baires

To Whom It May Concern:

It is my pleasure to recommend Ms. Linda Baires for the Nevada League of Cities and Municipalities Youth Award Scholarship. Linda is an outstanding role model for youth in her community. She is passionate, enthusiastic and hardworking.

I have been most impressed with Linda's willingness to remain civically engaged. For the past year, I have watched her work independently and collaboratively with her peers as the representatives from her high school for various city of Las Vegas events such as the Hispanic Student Leadership Summit, and as a student participant in the Las Vegas City Council meetings. She is always willing to openly share her life's experiences to inspire others and her input is always well received.

Linda is a kind and compassionate person and has been a great inspiration to her peers by displaying leadership skills, and promoting positive self esteem in our youth. Her maturity level and determination to self development will benefit her in future career endeavors and any challenges she faces in her life.

She is very deserving of every consideration. Should you have any questions or need additional information, feel free to contact me at 702-229-6405.

Respectfully,

Sincerely,

Lawrence Weekly
Councilman Lawrence Weekly
Ward 5



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to rescind \$99,900 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) and allocate \$99,900 in Redevelopment Set Aside (RDA) Funds to Help Las Vegas Housing Corporation II for Phase II of their affordable housing development located at Main Street and Owens Street - Ward 5

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$99,900

Funding Source: RDA

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

On February 1, 2006, City Council approved \$1,300,000 in HOME funds for this project. Substituting \$99,900 of RDA funding will expedite this development through payment of RDA eligible invoices.

RECOMMENDATION:

Staff recommends that City Council approve the rescinding of the HOME funds allocation of \$99,900 and the allocation of \$99,900 of RDA funding and authorize the Mayor to execute any and all related agreements and documents required for the project, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ Consent ☐ Discussion

SUBJECT:

Approval to enter into agreements to assign and accept the HOME Program conditions with Filiberto E. Montoya to ensure that the properties located at 1675 and 1677 "D" Street will continue to operate as affordable housing for low-income renters per the applicable HOME Investment Partnerships Program regulations - Ward 5 (Weekly)

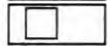
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

On July 13, 1998, the City of Las Vegas City Council allocated \$75,000 each in HOME for property acquisition of two duplexes located at 1675 and 1677 D Street to the Economic Opportunity Board of Clark County (EOB) to develop the property as affordable rental housing for low income individuals and families certified as eligible HOME Program recipients. EOB is in the process of liquidating most of its assets and desires to sell these two properties to Filiberto E. Montoya who desires to purchase the properties with the understanding that in doing so he agrees to assume the obligations placed upon EOB in return for the HOME funding to acquire the property for the duration of the EOB agreement's period of affordability.

RECOMMENDATION:

Staff recommends approval and requests that the City Council authorize the Mayor to execute the same and all agreements and documents required following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. Agreement to Approve Assignment And Accept HOME Program Conditions Between The City of Las Vegas And Filiberto E. Montoya – 1675 D Street
2. Agreement to Approve Assignment And Accept HOME Program Conditions Between The City of Las Vegas And Filiberto E. Montoya – 1677 D Street

Motion made by GARY REESE to Approve Items 12-57

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGREEMENT TO APPROVE ASSIGNMENT AND ACCEPT
HOME PROGRAM CONDITIONS
BETWEEN THE CITY OF LAS VEGAS AND FILIBERTO E. MONTOYA

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Filiberto E. Montoya, an individual, hereinafter referred to as "Buyer" or "Purchaser"), the City and Buyer 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 Grant 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 and LIHTF funds to the City; and

WHEREAS, the city had entered into an HOME Investment Partnerships ("HOME") Program Agreement to Fund Economic Opportunity Board (EOB) for an Affordable Rental Housing Development to acquire property which was erroneously identified as 1673 D Street, Las Vegas, Nevada, which this document corrects to its correct address of 1675 D Street (hereinafter referred to as the "Property" or "Project") attached hereto as Exhibit "C"; and

WHEREAS, EOB accepted the grant and agreed to comply with the grant conditions; and

WHEREAS, the conditions of the grant included, but were not limited to, that EOB may not assign or delegate any of its rights, interests or duties under their Agreement without the written consent of the City; that EOB shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability without the written consent of the City; and that the Project will be operated in compliance with HOME/LIHTF program requirements, specifically those contained in 24 CFR 92.250-92.258 Subpart F; and that EOB agrees to repay the City's funding award if the Property is sold; and

WHEREAS, on July 13, 1998, EOB executed a Deed of Trust in the amount of \$75,000 naming the City of Las Vegas as Trustee and Beneficiary, wherein EOB agreed to operate the Property as affordable housing for renters per the applicable HOME/LIHTF Program regulations for a period of 30 years from date of execution of the Agreement attached hereto as Exhibit "D"; and

WHEREAS, EOB desires to sell the Property to a willing Buyer (or Purchaser) who will agree to accept the conditions previously set forth in Exhibits "B" and "D"; and continue to operate the Property as affordable housing for renters per applicable HOME Program regulations for the remaining period of affordability which, so long as the Buyer shall well and truly perform its obligations to the City of Las Vegas under this Agreement to Assign, will terminate on July 13, 2028; and

WHEREAS, the City desires to assist EOB and Filiberto E. Montoya, the Buyer by consenting to the sale of the Property subject to EOB's repayment of \$75,000 from the sale proceeds and the Buyer's acceptance of the aforementioned and following conditions that are intended as real covenants running with the land and binding on all successors, heirs, and assigns which shall be recorded in the real property records of Clark County

WHEREAS, the Las Vegas City Council hereby determines that transferring the property to the Buyer to maintain the property as affordable housing for the designated period of affordability, and that the Project shall provide a 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 Project is certain real Property located at 1675 D. St. in the City of Las Vegas, Clark County and consists of a two-unit duplex as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. Both units of the Project will be designated as High HOME units, with occupancy limited to households at or below 60 percent Area Median Income (AMI) as set for by the Rent limits established by HUD annually for the HOME program example attached hereto as Attachment "II". When tenants receive additional subsidy through rental assistance programs such as Section 8, the rent of a unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Developer, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Developer and the tenant(s).

B. Buyer understands and agrees that any project costs will be the responsibility of the Buyer, and Buyer further agrees to pay all maintenance and operating costs of the Project.

C. Buyer agrees to honor any existing leases in place prior to assuming ownership.

D. Buyer agrees to make any necessary repairs within 45 days from purchase, and prior to leasing to any new tenants, to ensure that the Project is in compliance with Housing Quality Standards established by HUD for the Section 8 Program and local housing code requirements. Buyer agrees to have the property inspected by a qualified housing inspector to ensure such compliance.

E. This Agreement shall commence upon approval by all parties and will terminate on July 13, 2028, if no liabilities remain as described hereunder.

F. 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 both Parties. Any such changes must not jeopardize HOME Program and/or LIHTF funding.

II. City General Conditions

A. Buyer has requested the consent of the City that is provided for in this Agreement in order to enable Buyer to provide affordable housing services for lower-income persons certified eligible as HOME Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of consent for the Project and the receipt of such reports as are provided for herein.

B. Buyer shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement. Buyer further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of said permits for the Project.

C. Buyer will provide the Director of Neighborhood Services of the City of Las Vegas with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and What, Black/African American and White, American Indian/Alaska Native and Black/African American, Other.
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined annually by HUD HOME Program Income Guidelines (see Attachment "I" example)
5. Number of disabled clients served
6. Number of senior citizens served
7. Number of female head-of-households served
8. Number of renter households served
9. Number of persons in each household served
10. Number of veterans, male and female, served
11. Monthly rent paid by each household served

D. Buyer acknowledges that this Agreement includes a total of two units. Buyer will not lease any portion of the affordable housing unit to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92). Any lessee, sublessee, or assignee must meet HOME Program requirements and serve eligible lower income residents.

E. The City shall require reasonable assurances of security for Buyer's performance pursuant to 24 CFR 92.254, which shall be a Deed of Trust for such Property, the form of which is attached to this document as "Exhibit "B" and which Buyer shall execute as part of this agreement.

F. Buyer shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section N, without the written consent of the Director.

G. Buyer shall select qualified tenants for available units from a written waiting list in chronological order of their application, insofar as it is practical, and without regard as to disability, religion, color, family composition, national origin, or sex or whether such qualified tenants are holders of a certificate of family participation under Title 24 Part 882 of the Code of Federal Regulations (Rental Certificate Program) or a rental voucher under Title 24 Part 887 of the Code of Federal Regulations (Rental Voucher Program) or holders of comparable document evidencing participation in a HOME tenant-based rental assistance program and without regard as to whether such qualified tenants receive or rely on any other rent-based assistance or other assistance from any state or federal program.

H. Buyer 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 liabilities to and remedies of the City as specified herein.

I. Buyer 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 pursuant to the HOME/LIHTF Program requirements;
- (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 in accordance with HOME/LIHTF Program requirements;

- (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 Buyer at least 48 hours 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 Buyer which relate to the Project. The representatives of the City may, on occasion, interview residents of the HOME-assisted rental units of the Project who volunteer to be interviewed.

J. At any time during normal business hours, Buyer's records, with respect to the Project, shall be, subject to applicable laws relating to confidentiality of records, 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. Buyer 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. "Buyer'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, but not including costs relative to routine visits. In the event that the City incurs any expenses made in good faith to the Buyer, an itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Buyer. Notwithstanding EOB's repayment to the City of the \$75,000, as such funds may be remitted to the County to be used for other HOME projects, should such funds be demanded of the County by HUD due to Buyer's default, Buyer's indemnification shall included, but not be limited to further repayment to the City of \$75,000.

L. Buyer 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. Buyer agrees that no officer or employee of Buyer 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.

N. Buyer shall agree that no officer or employee of Buyer 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.

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

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

Q. Buyer 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.

R. Buyer 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.

S. Buyer shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount. 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 foregoing insurance coverage are in effect within ten days after the real estate escrow closing for this Property, and Buyer 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.

T. The Buyer further agrees to execute a Request for Notice, Attachment "III" to the Agreement, in order that a copy of any Notice of Default or any Notice of Sale under the Deed of Trust recorded in which the City of Las Vegas is named as Trustee and Beneficiary be mailed to the City of Las Vegas.

III. Federal General Conditions

- A. Buyer 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 Federal Labor Standards Act.
 - L3. Section 202(a) of the Flood Disaster Protection Act of 1973.
 14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

15. 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.
16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Buyer from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Buyer, 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 grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Buyer 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.

20. 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 "Buyer's. 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 Buyer during any period of debarment, placement in ineligibility status under the provisions of 24 CFR Part 24.

21. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

B. 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.

C. 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 15 Title 5, U. S. Code.

D. 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.

E. In addition to any requirement previously or subsequently enumerated in this Agreement, Buyer shall comply with the following HOME Program regulations 24 CFR Part 92.

1. 92.203 Income Determinations:
2. 92.216 Income Targeting: Tenant Based Rental Assistance and Rental units;
3. 92.251 Property Standards
4. 92.252 Qualifications as Affordable Housing: Rental Housing
5. 92.253 Tenant and Participant Protections
6. 92.350 Other Federal Requirements
7. 92.351 Affirmative Marketing; Minority Outreach Program; and
8. 92.356 Conflict of Interest

F. Buyer 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 Buyer 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.

G. Buyer shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

H. Buyer shall maintain records in accordance with 24 CFR 92.508.

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

J. 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 Buyer.

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

L. Upon the expiration or revocation of this Agreement, Buyer 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.

M. Buyer agrees to maintain the Project 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 for the duration of this Agreement; and furthermore, Buyer agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

N. Buyer agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

O. Buyer agrees that this Agreement is in effect until the completion of the initial 30-year Period of Affordability agreed to by EOB, specifically July 13, 2028, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

P. A sale, transfer, or other conveyance of the assisted Property prior to the completion of the period of affordability must require that the project be maintained as affordable for the remaining period of affordability as well as that the new Buyer be informed of the requirement to enter into an Agreement with the City of Las Vegas in order to purchase the property.

Q. Should tenants be displaced as a result of acquisition of the Property, Buyer agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Modification or Revocation of Agreement.

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

B. Events of Default. Occurrence of one or more of the following events will, at the sole election of the City, constitute an event of default ("Event of Default") under this Agreement:

1. Buyer shall default in the performance of any of its obligations under this Agreement or breaches any covenant, agreement, restriction, representation or warranty set forth herein, and such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the City (or for an extended period approved by the City if the default or breach stated in such notice can be corrected, but not within such 30-day period, unless Buyer does not commence such correction or commences

such correction within such 30-day period but thereafter does not diligently pursue the same to completion within such extended period);

2. Buyer shall be adjudged bankrupt or insolvent, or a petition or proceeding for bankruptcy or for reorganization shall be filed against it and it shall admit the material allegations thereof, or an order, judgment or decree shall be entered approving such petition and such order, judgment or decree shall not be vacated or stayed within thirty (30) days of its entry or a receiver or trustee shall be appointed for the Buyer or the Property, land or any part thereof and remain in possession thereof for thirty (30) days; or
3. Buyer shall sell or otherwise transfer the Property, in whole or in part (except leases of individual units for a period not to exceed one (1) year and otherwise in accordance with this Agreement), without the prior written consent of the City.

C. Remedies at Law and Equity. Upon an occurrence of an Event of Default, the City, in its sole discretion may:

1. Apply to any court jurisdiction of the subject matter for specific performance of this Agreement, and/or for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement; or
2. Take any and all action at law, in equity, or otherwise for such other relief as may be appropriate, it being acknowledged that the beneficiaries of "Buyer's" obligations thereunder cannot be adequately compensated by monetary damages in the event of "Buyer's" default.

D. Cumulative and Concurrent Remedies. Each right, power and remedy of the City provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or

inequity or by statute or otherwise shall not preclude the simultaneous of later exercise by the City or any or all such other rights, powers or remedies.

E. Enforcement and Remedies of Other Parties. The occupancy and maximum rent requirements also shall inure to the benefit of, and may be judicially enforced against Buyer by affected low income families, very low income families or extremely low income families. Any of the persons or entities described above shall be entitled to judicially enforce Sections II.D and E of this Agreement in the same manner that the City may seek judicial enforcement in accordance with Sections IV.B and C and any such party that prevails in any such judicial action s hall be entitled to its reasonable attorney's fees.

F. To the extent permitted by law, Buyer shall not institute any action or suit at law or inequity against the City, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Agreement.

G. If Buyer 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 signed and intend to be legally bound thereby, this _____ day of _____, 2007.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor
City of Las Vegas

Filiberto E. Montoya
Buyer

ATTEST:

Barbara Jo Ronemus, City Clerk

State of Nevada)
County of Clark)

APPROVED AS TO FORM:

J. Pambicello 2/21/07
DATE

Council Approval Date: February 7, 2007

On this ____ day of _____,
2007, before me a Notary Public,
personally appeared _____
who did say that he is "Buyer,"
named in the foregoing instrument,
and acknowledged that he executed
the same.

Notary Public

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Filiberto E. Montoya, do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Approve Assignment and Accept HOME Program Conditions between the City of Las Vegas and Filiberto Montoya approved by the City Council of the City of Las Vegas, Nevada on the 7th day of February, 2007, a copy of which is attached hereto and incorporated herein.

Executed this _____ day of _____, 2007.

FILIBERTO E. MONTOYA

State of Nevada)
County of Clark)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Filiberto E. Montoya, 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 "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1675 D. St. Las Vegas, NV 89106

EXHIBIT "B"

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

MAIL TAX INFORMATION TO:

Filiberto E. Montoya
10501 Los Serranos Drive
Whittier, California 90601-1751

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 7th day of February, 2007, between Filiberto E. Montoya, whose principal residence is located at 10501 Los Serranos Drive, Whittier, California 90601-1751, herein called TRUSTOR, and the City of Las Vegas, 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 TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has purchased property assisted with a grant of \$75,000 from Beneficiary and has agreed to faithfully perform certain obligations and repay the grant monies in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "A" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 21 years for a total of 30 years of affordability or transfer of title from Trustor, whichever is lesser,

from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$75,000 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor 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.

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.

FILIBERTO E. MONTOKA

State of Nevada)
County of Clark)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Filiberto E. Montoya as "Buyer," 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 voluntarily and for the uses and purposes therein mentioned.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1675 D. St. Las Vegas, NV 89106

EXHIBIT "C"

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
ECONOMIC OPPORTUNITY BOARD
AFFORDABLE RENTAL HOUSING DEVELOPMENT

THIS AGREEMENT, made and entered into this 13th day of July, 1998, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Economic Opportunity Board, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 953 E. Sahara Avenue, Suite #201, Las Vegas, Nevada 89104 (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 Grant 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 and LIHTF funds to the City; and

WHEREAS, Subrecipient has requested the City's assistance to purchase a property in the City of Las Vegas and will develop the property as affordable rental

housing for low income individuals and families certified eligible as HOME Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program and/or LIHTF, and/or other funds to assist with the purchase of a property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "A" of this document; and

WHEREAS, the Las Vegas City Council hereby determines that the Project shall provide a 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. Subject to the actual receipt of funds from the County, the City will provide up to \$75,000 in HOME Program and/or LIHTF and/or other funds to Subrecipient to purchase the certain real Property located at 1673 D. St. in the City of Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. The Project will consist of a duplex dedicated to HOME Program eligible tenants (herein "unit" or "units"). The timing and method of providing HOME funds shall be entirely within the City's discretion.

The acquisition of the Project is to be completed on or before December 31, 1998 unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

B. 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.

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the \$75,000 in HOME Program and/or LIHTF funds and/or other funds provided by the City pursuant to City of Las Vegas City Council action of July 13, 1998 will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the City.

D. 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 both Parties. Any such changes must not jeopardize HOME Program and/or LIHTF 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 enable Subrecipient to develop affordable rental housing for lower-income persons certified eligible as HOME Program recipients. 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. The City makes no representation nor commitment concerning approval of development-related permits for the Project.

C. Subrecipient will provide the Director with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. 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
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. Subrecipient will not lease any portion of the affordable housing unit to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOME Program requirements and serve eligible lower income residents. All tenants in the assisted unit shall have leases with Subrecipient, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

If the affordable housing unit, or any portion thereof, is subleased without the prior written approval of the County, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the \$75,000 in HOME Program funds or other funds that Subrecipient received from the City hereunder. The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 92.254, which shall be a Deed of Trust for such Property, the form of which is attached to this document as "Exhibit B" and which Subrecipient shall execute as part of this agreement.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section N, without the written consent of the Director.

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, for reimbursement to the City.

F. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount. 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 foregoing insurance coverages are in effect within ten days after the real estate escrow closing for this Property, and 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.

G. 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 HOME-assisted rental units of the Project who volunteer to be interviewed.

H. 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.

I. 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.

J. 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.

K. This Agreement will commence upon its approval and signature by all Parties and the HOME Program funds allocated by it will be expended on or before December 31, 1998.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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, grant, 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 grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, 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 subrecipients. 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.

- B. 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.
- C. 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 15 Title 5, U. S. Code.
- D. 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.
- E. 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.

- F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.
- G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.
- H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.
- I. 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.
- J. 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.
- K. 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.
- L. Subrecipient agrees to maintain the Project 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 for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.
- M. 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 (Rental Rehabilitation Program).
- N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 30 years if the City grant consists wholly or partially of LIHTF funds and/or wholly or partially of HOME funds received by the City from the State of Nevada, commencing from the initial date of payment of HOME and/or LIHTF funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

- O. 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.
- P. 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.
- Q. Should tenants be displaced as a result of acquisition of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

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

_____|S|_____
Jan Lavery Jones, Mayor

ATTEST:

_____|S|_____
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

_____|S|_____
DATE

ECONOMIC OPPORTUNITY BOARD

_____|S|_____
Oscar A. Sharpe, Executive Director

Council Approval Date: July 13, 1998

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Oscar A. Sharpe, Executive Director, of Economic Opportunity Board, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program Agreement to Economic Opportunity Board approved by the City Council of the City of Las Vegas, Nevada on the 13th day of July, 1998, a copy of which is attached hereto and incorporated herein.

Executed this _____ day of _____, 1998.

ECONOMIC OPPORTUNITY BOARD

By: _____ | S | _____
Oscar A. Sharpe, Executive Director

State of Nevada)
County of Clark)

On this _____ day of _____, 199__, 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.

_____ | S | _____
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1673 D. St. Las Vegas, NV 89106

EXHIBIT "B"

SHORT FORM DEED OF TRUST (Note not set out)

THIS DEED OF TRUST, made this 13th day of July, 1998, between Economic Opportunity Board, whose principal office is located at 2228 Comstock Drive, Las Vegas, 89030, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a grant of \$75,000 from Beneficiary and has agreed to faithfully perform certain obligations and repay the grant monies in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "A" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$75,000 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor 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.

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.

ECONOMIC OPPORTUNITY BOARD
a Nevada nonprofit corporation

BY: _____
Oscar A. Sharpe, Executive Director

State of Nevada)
County of Clark)

On this _____ day of _____, 199__, 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

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1673 D. St. Las Vegas, NV 89106

ATTACHMENT "1"

HOME PROGRAM INCOME GUIDELINES

U. S. Department of Housing and Urban Development (HUD) HOME Program Limits (February, 1998)

Median Family Income \$46,900

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
1	30%	10,400
	50%	17,350 (Very Low-Income)
	60%	20,820
	80%	27,700 (Low-Income)
2	30%	11,900
	50%	19,800 (Very Low-Income)
	60%	23,760
	80%	31,700 (Low-Income)
3	30%	13,350
	50%	22,250 (Very Low-Income)
	60%	26,700
	80%	35,650 (Low-Income)
4	30%	14,850
	50%	24,750 (Very Low-Income)
	60%	29,700
	80%	39,600 (Low-Income)
5	30%	16,050
	50%	26,750 (Very Low-Income)
	60%	32,100
	80%	42,750 (Low-Income)
6	30%	17,250
	50%	28,700 (Very Low-Income)
	60%	34,440
	80%	45,950 (Low-Income)
7	30%	18,400
	50%	30,700 (Very Low-Income)
	60%	36,840
	80%	49,100 (Low-Income)
8	30%	19,600
	50%	32,650 (Very Low-Income)
	60%	39,180
	80%	52,250 (Low-Income)

ATTACHMENT "2"

HOME PROGRAM RENT LIMITS

U. S. Department of Housing and Urban Development (HUD) HOME Program Rent Limits (January, 1998)

<u>UNIT SIZE</u>	<u>MAXIMUM RENTS</u>	
Efficiency	FMR	482
	50% Rent Limit	433
	65% Rent Limit	482
1 - Bedroom	FMR	572
	50% Rent Limit	464
	65% Rent Limit	572
2 - Bedroom	FMR	681
	50% Rent Limit	556
	65% Rent Limit	681
3 - Bedroom	FMR	948
	50% Rent Limit	643
	65% Rent Limit	802
4 - Bedroom	FMR	1119
	50% Rent Limit	717
	65% Rent Limit	875
5 - Bedroom	FMR	1286
	50% Rent Limit	791
	65% Rent Limit	947
6 - Bedroom	FMR	1454
	50% Rent Limit	866
	65% Rent Limit	1019

EXHIBIT "D"

HOME Investment Partnerships Program

Final Rule

24 CFR Part 92

September 16, 1996

(updated through December 22, 2004)
**HOME Investment Partnerships
Program Final Rule
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SUBPART A – GENERAL

§ 92.1 Overview

This part implements the HOME Investment Partnerships Act (the HOME Investment Partnerships Program).

In general, under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.

Generally, HOME funds must be matched by nonfederal resources.

State and local governments that become participating jurisdictions may use HOME funds to carry out multi-year housing strategies through acquisition, rehabilitation, and new construction of housing, and tenant-based rental assistance.

Participating jurisdictions may provide assistance in a number of eligible forms, including loans, advances, equity investments, interest subsidies and other forms of investment that HUD approves.

§ 92.2 Definitions

The terms *1937 Act*, *ALJ*, *Fair Housing Act*, *HUD*, *Indian Housing Authority (IHA)*, *Public Housing Agency (PHA)*, and *Secretary* are defined in 24 CFR 5.100.

Act means the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

ADDI funds means funds made available under subpart M through allocations and reallocations.

Adjusted income. See § 92.203.

Annual income. See § 92.203.

Certification shall have the meaning provided in section 104(21) of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12704.

Commitment means

1. The participating jurisdiction has executed a legally binding agreement with a State recipient, a subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements to commit to a specific local project, as defined in paragraph (2), below.

2. Commit to a specific local project, which means:

- i. If the project consists of rehabilitation or new construction (with or without acquisition) the participating jurisdiction (or State recipient or subrecipient) and project owner have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project under which construction can reasonably be expected to start within twelve months of the agreement date. If the project is owned by the participating jurisdiction or State recipient, the project has been set up in the disbursement and information system established by HUD, and construction can reasonably be expected to start within twelve months of the project set-up date.
- ii.
 - A. If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or subrecipient) is acquiring the property with HOME funds, the participating jurisdiction (or State recipient or subrecipient) and the property owner have executed a legally binding contract for sale of an identifiable property and the property title will be transferred to the participating jurisdiction (or State recipient or subrecipient) within six months of the date of the contract.
 - B. If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or subrecipient) is providing HOME funds to a family to acquire single family housing for homeownership or to a purchaser to acquire rental housing, the participating jurisdiction (or State recipient or subrecipient) and the family or purchaser have executed a written agreement under which HOME assistance will be provided for the purchase of the single family housing or rental housing and the property title will be transferred to the family or purchaser within six months of the agreement date.
- iii. If the project consists of tenant-based rental assistance, the participating jurisdiction (or State recipient, or subrecipient) has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of § 92.209.

Community housing development organization means a private nonprofit organization that:

1. Is organized under State or local laws;
2. Has no part of its net earnings inuring to the benefit of any member, founder,

contributor, or individual;

3. Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A community housing development organization may be sponsored or created by a for-profit entity, but:
 - i. The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.
 - ii. The for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit entity may not appoint the remaining two-thirds of the board members; and
 - iii. The community housing development organization must be free to contract for goods and services from vendors of its own choosing;
4. Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986 (26 CFR 1.501(C)(3)-1);
5. Does not include a public body (including the participating jurisdiction). An organization that is State or locally chartered may qualify as a community housing development organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members;
6. Has standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
7. Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;
8. Maintains accountability to low-income community residents by:
 - i. Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations. For urban areas, "community" may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State); and

- ii. Providing a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing;
9. Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization; and
10. Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community before HOME funds are reserved for the organization. However, a newly created organization formed by local churches, service organizations or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community.

Displaced homemaker means an individual who:

1. Is an adult;
2. Has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and
3. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Family has the same meaning given that term in 24 CFR 5.403.

First-time homebuyer means an individual and his or her spouse who have not owned a home during the three-year period prior to purchase of a home with assistance under the American Dream Downpayment Initiative (ADDI) described in subpart M of this part. The term first-time homebuyer also includes an individual who is a displaced homemaker or single parent, as those terms are defined in this section.

HOME funds means funds made available under this part through allocations and reallocations, plus program income.

Homeownership means ownership in fee simple title or a 99 year leasehold interest in a one- to four-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD. The ownership interest may be subject only to the restrictions on resale required under § 92.254(a); mortgages, deeds of trust, or other liens or instruments securing debt on the property as approved by the participating jurisdiction; or any other restrictions or encumbrances that do not impair the good and marketable nature of title to the ownership interest. For purposes of the insular areas, homeownership includes leases

of 40 years or more. For purposes of housing located on trust or restricted Indian lands, homeownership includes leases of 50 years. The participating jurisdiction must determine whether or not ownership or membership in a cooperative or mutual housing project constitutes homeownership under State law.

Household means one or more persons occupying a housing unit.

Housing includes manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing, single-room occupancy housing, and group homes. Housing also includes elder cottage housing opportunity (ECHO) units that are small, free-standing, barrier-free, energy-efficient, removable, and designed to be installed adjacent to existing single-family dwellings. Housing does not include emergency shelters (including shelters for disaster victims) or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities and student dormitories.

Insular areas means Guam, the Northern Mariana Islands, the United States Virgin Islands, and American Samoa.

Jurisdiction means a State or unit of general local government.

Low-income families means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Metropolitan city has the meaning given the term in 24 CFR 570.3.

Neighborhood means a geographic location designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation that is within the boundary but does not encompass the entire area of a unit of general local government; except that if the unit of general local government has a population under 25,000, the neighborhood may, but need not, encompass the entire area of a unit of general local government.

Participating jurisdiction means a jurisdiction (as defined in this section) that has been so designated by HUD in accordance with § 92.105.

Person with disabilities means a household composed of one or more persons, at least one of whom is an adult, who has a disability.

1. A person is considered to have a disability if the person has a physical, mental, or emotional impairment that:
 - i. Is expected to be of long-continued and indefinite duration;

- ii. Substantially impedes his or her ability to live independently; and
 - iii. Is of such a nature that such ability could be improved by more suitable housing conditions.
2. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that:
- i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - ii. Is manifested before the person attains age 22;
 - iii. Is likely to continue indefinitely;
 - iv. Results in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and
 - v. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated. Notwithstanding the preceding provisions of this definition, the term "person with disabilities" includes two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted with HOME funds, with the deceased member of the household at the time of his or her death.

Program income means gross income received by the participating jurisdiction, State recipient, or a subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income includes, but is not limited to, the following:

- 1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
- 2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or a subrecipient, that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less costs incidental to generation of the income;

3. Payments of principal and interest on loans made using HOME funds or matching contributions;
4. Proceeds from the sale of loans made with HOME funds or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions;
6. Interest earned on program income pending its disposition; and
7. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds or matching contributions.

Project means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building. For tenant-based rental assistance, project means assistance to one or more families.

Project completion means that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under § 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD. For tenant-based rental assistance, project completion means the final drawdown has been disbursed for the project.

Reconstruction means the rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.

Single family housing means a one- to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

Single parent means an individual who:

1. Is unmarried or legally separated from a spouse; and
2. Has one or more minor children of whom the individual has custody or joint custody, or is pregnant.

Single room occupancy (SRO) housing means housing (consisting of single room dwelling units) that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both) if the project consists of new construction, conversion of non-residential space, or reconstruction. For acquisition or rehabilitation of an existing residential structure or hotel, neither food preparation nor sanitary facilities are required to be in the unit. If the units do not contain sanitary facilities, the building must contain sanitary facilities that are shared by tenants.

State means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive officer to act on behalf of the state with regard to the provisions of this part; however, for purposes of the American Dream Downpayment Initiative (ADDI) described in subpart M of this part, the term "state" does not include the Commonwealth of Puerto Rico (except for FY2003 ADDI funds).

State recipient. See § 92.201(b)(2).

Subrecipient means a public agency or nonprofit organization selected by the participating jurisdiction to administer all or a portion of the participating jurisdiction's HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The participating jurisdiction's selection of a subrecipient is not subject to the procurement procedures and requirements.

Tenant-based rental assistance is a form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. Tenant-based rental assistance under this part also includes security deposits for rental of dwelling units.

Transitional housing means housing that:

1. Is designed to provide housing and appropriate supportive services to persons, including (but not limited to) deinstitutionalized individuals with disabilities, homeless individuals with disabilities, and homeless families with children; and
2. Has as its purpose facilitating the movement of individuals and families to independent living within a time period that is set by the participating jurisdiction or project owner before occupancy.

Unit of general local government means a city, town, township, county, parish, village, or other general purpose political subdivision of a State; a consortium of such political subdivisions recognized by HUD in accordance with § 92.101; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of this part. When a county is an urban county, the urban county is the unit of general local government for purposes of the HOME Investment Partnerships Program.

Urban county has the meaning given the term in 24 CFR 570.3.

Very low-income families means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

§ 92.4 Waivers and Suspension of Requirements for Disaster Areas

HUD's authority for waiver of regulations and for the suspension of requirements to address damage in a Presidentially declared disaster area is described in 24 CFR 5.110 and in section 290 of the Act, respectively.

SUBPART B – ALLOCATION FORMULA

§ 92.50 Formula Allocation

- a. *Jurisdictions eligible for a formula allocation.* HUD will provide allocations of funds in amounts determined by the formula described in this section to units of general local governments that, as of the end of the previous fiscal year, are metropolitan cities, urban counties, or consortia approved under § 92.101; and States.
- b. *Amounts available for allocation; State and local share.* The amount of funds that are available for allocation by the formula under this section is equal to the balance of funds remaining after reserving amounts for insular areas, housing education and organizational support, other support for State and local housing strategies, and other purposes authorized by Congress, in accordance with the Act and appropriations.
- c. *Formula factors.* The formula for determining allocations uses the following factors. The first and sixth factors are weighted 0.1; the other four factors are weighted 0.2.
 1. Vacancy-adjusted rental units where the household head is at or below the poverty level. These rental units are multiplied by the ratio of the national rental vacancy rate over a jurisdiction's rental vacancy rate.
 2. Occupied rental units with at least one of four problems (overcrowding, incomplete kitchen facilities, incomplete plumbing, or high rent costs). Overcrowding is a condition that exists if there is more than one person per room occupying the unit. Incomplete kitchen facilities means the unit lacks a sink with running water, a range, or a refrigerator. Incomplete plumbing means the unit lacks hot and cold piped water, a flush toilet, or a bathtub or shower

inside the unit for the exclusive use of the occupants of the unit. High rent costs occur when more than 30 percent of household income is used for rent.

3. Rental units built before 1950 occupied by poor households.
4. Rental units described in paragraph (c)(2) of this section multiplied by the ratio of the cost of producing housing for a jurisdiction divided by the national cost.
5. Number of families at or below the poverty level.
6. Population of a jurisdiction multiplied by a net per capita income (pci). To compute net pci for a jurisdiction or for the nation, the pci of a three person family at the poverty threshold is subtracted from the pci of the jurisdiction or of the nation. The index is constructed by dividing the national net pci by the net pci of a jurisdiction.

d. Calculating formula allocations for units of general local government.

1. Initial allocation amounts for units of general local government described in paragraph (a) of this section are determined by multiplying the sum of the shares of the six factors in paragraph (c) of this section by 60 percent of the amount available under paragraph (b) of this section for formula allocation. The shares are the ratio of the weighted factor for each jurisdiction over the corresponding factor for the total for all of these units of general local government.
2. If any of the initial amounts for such units of general local government in Puerto Rico exceeds twice the national average, on a per rental unit basis, that amount is capped at twice the national average.
3. To determine the maximum number of units of general local government that receive a formula allocation, only one jurisdiction (the unit of general local government with the smallest allocation of HOME funds) is dropped from the pool of eligible jurisdictions on each successive recalculation, except that jurisdictions that are participating jurisdictions (other than consortia that fail to renew the membership of all of their member jurisdictions) are not dropped. Then the amount of funds available for units of general local government is redistributed to all others. This recalculation/redistribution continues until all remaining units of general local government receive an allocation of \$500,000 or more or are participating jurisdictions. Only units of general local government which receive an allocation of \$500,000 or more under the formula or which are participating jurisdictions will be awarded an allocation. In fiscal years in which Congress appropriates less than \$1.5 billion of HOME funds, \$335,000 is substituted for \$500,000.
4. The allocation amounts determined under paragraph (d)(3) of this section are reduced by any amounts that are necessary to provide increased allocations to

States that have no unit of general local government receiving a formula allocation (see paragraph (e)(4) of this section). These reductions are made on a pro rata basis, except that no unit of general local government allocation is reduced below \$500,000 (or \$335,000 in fiscal years in which Congress appropriates less than \$1.5 billion of HOME funds) and no participating jurisdiction allocation which is below this amount is reduced.

e. Calculating formula allocations for States.

1. Forty percent of the funds available for allocation under paragraph (b) of this section are allocated to States. The allocation amounts for States are calculated by determining initial amounts for each State, based on the sum of the shares of the six factors. For 20 percent of the funds to be allocated to States, the shares are the ratio of the weighted factor for the entire State over the corresponding factor for the total for all States. For 80 percent of the funds to be allocated to States, the shares are the ratio of the weighted factor for all units of general local government within the State that do not receive a formula allocation over the corresponding factor for the total for all States.
2. If the initial amounts for Puerto Rico (based on either or both the 80 percent of funds or 20 percent of funds calculation) exceed twice the national average, on a per rental unit basis, each amount that exceeds the national average is capped at twice the national average, and the resultant funds are reallocated to other States on a prorata basis.
3. If the initial amounts when combined for any State are less than the \$3,000,000, the allocation to that State is increased to the \$3,000,000 and all other State allocations are reduced by an equal amount on a prorata basis, except that no State allocation is reduced below \$3,000,000.
4. The allocation amount for each State that has no unit of general local government within the State receiving an allocation under paragraph (d) of this section is increased by \$500,000. Funds for this increase are derived from the funds available for units of general local government, in accordance with paragraph (d)(4) of this section.

§ 92.60 Allocation Amounts for Insular Areas

- a. *Initial allocation amount for each insular area.* The initial allocation amount for each insular area is determined based upon the insular area's population and occupied rental units compared to all insular areas.
- b. *Threshold requirements.* The HUD Field Office shall review each insular area's progress on outstanding allocations made under this section, based on the insular area's performance report, the timeliness of close-outs, and compliance with fund

management requirements and regulations, taking into consideration the size of the allocation and the degree and complexity of the program. If HUD determines from this review that the insular area does not have the capacity to administer effectively a new allocation, or a portion of a new allocation, in addition to allocations currently under administration, HUD may reduce the insular area's initial allocation amount.

- c. *Previous audit findings and outstanding monetary obligations.* HUD shall not make an allocation to an insular area that has either an outstanding audit finding for any HUD program, or an outstanding monetary obligation to HUD that is in arrears, or for which a repayment schedule has not been established. This restriction does not apply if the HUD Field Office finds that the insular area has made a good faith effort to clear the audit and, when there is an outstanding monetary obligation to HUD, the insular area has made a satisfactory arrangement for repayment of the funds due HUD and payments are current.
- d. *Increases to the initial allocation amount.* If funds reserved for the insular areas are available because HUD has decreased the amount for one or more insular areas in accordance with paragraphs (b) or (c) of this section, or for any other reason, HUD may increase the allocation amount for one or more of the remaining insular areas based upon the insular area's performance in committing HOME funds within the 24 month deadline, producing housing units described in its program description, and meeting HOME program requirements. Funds that become available but which are not used to increase the allocation amount for one or more of the remaining insular areas will be reallocated in accordance with § 92.66.
- e. *Notice of allocation amounts.* HUD will notify each insular area, in writing, as to the amount of its HOME allocation.

§ 92.61 Program Description

- a. *Submission requirement.* Not later than 90 days after HUD notifies the insular area of the amount of its allocation, the insular area must submit a program description and certifications to HUD.
- b. *Content of program description.* The program description must contain the following:
 - 1. An executed Standard Form 424;
 - 2. The estimated use of HOME funds and a description of projects and eligible activities, including number of units to be assisted, estimated costs, and tenure type (rental or owner occupied) and, for tenant assistance, number of households to be assisted;
 - 3. A timetable for the implementation of the projects or eligible activities;
 - 4. If the insular area intends to use HOME funds for homebuyers, the guidelines for

resale or recapture as required in § 92.254(a)(5);

5. If the insular area intends to use HOME funds for tenant-based rental assistance, a description of how the program will be administered consistent with the minimum guidelines described in § 92.209;
6. If an insular area intends to use other forms of investment not described in § 92.205(b), a description of the other forms of investment;
7. A statement of the policy and procedures to be followed by the insular area to meet the requirements for affirmative marketing, and establishing and overseeing a minority and women business outreach program under § 92.351;
8. If the insular intends to use HOME funds for refinancing along with rehabilitation, the insular area's guidelines described in § 92.206(b).

c. *Certifications.* The following certifications must accompany the program description:

1. A certification that, before committing funds to a project, the insular area will evaluate the project in accordance with guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing;
2. If the insular area intends to provide tenant-based rental assistance, the certification required by § 92.209;
3. A certification that the submission of the program description is authorized under applicable law and the insular area possesses the legal authority to carry out the HOME Investment Partnerships Program, in accordance with the HOME regulations;
4. A certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR part 24 and the requirements of § 92.353;
5. A certification that the insular area will use HOME funds in compliance with all requirements of this part;
6. The certification with regard to the drug-free workplace required by 24 CFR part 24, subpart F; and
7. The certification required with regard to lobbying required by 24 CFR part 87, together with disclosure forms, if required by 24 CFR part 87.

§ 92.62 Review of Program Description and Certifications

- a. *Review of program description.* The responsible HUD Field Office will review an insular area's program description and will approve the description unless the insular area has failed to submit information sufficient to allow HUD to make the necessary determinations required for § 92.61(b)(4), (b)(6), and (b)(7), or the guidelines under (b)(8) are not satisfactory to HUD, if applicable; or if the level of proposed projects or eligible activities is not within the management capability demonstrated by past performance in housing and community development programs. If the insular area has not submitted information on § 92.61(b)(4), (b)(6), and (b)(7), or the guidelines under (b)(8) are not satisfactory to HUD, if applicable; or if the level of proposed projects or eligible activities is not within the management capability demonstrated by past performance in housing and community development programs, the insular area may be required to furnish such further information or assurances as HUD may consider necessary to find the program description and certifications satisfactory. The HUD Field Office shall work with the insular area to achieve a complete and satisfactory program description.
- b. *Review period.* Within thirty days of receipt of the program description, the HUD Field Office will notify the insular area if determinations cannot be made under § 92.61(b)(4), (b)(6), (b)(7), or (b)(8) with the supporting information submitted, or if the proposed projects or activities are beyond currently demonstrated capability. The insular area will have a reasonable period of time, agreed upon mutually, to submit the necessary supporting information or to revise the proposed projects or activities in its program description.
- c. *HOME Investment Partnership Agreement.* After HUD Field Office approval under this section, a HOME funds allocation is made by HUD execution of the agreement, subject to execution by the insular area. The funds are obligated on the date HUD notifies the insular area of HUD's execution of the agreement.

§ 92.63 Amendments to Program Description

An insular area must submit to HUD for approval any substantial change in its HUD-approved program description that it makes and must document any other changes in its file. A substantial change involves a change in the guidelines for resale or recapture (§ 92.61(b)(4)), other forms of investment (§ 92.61(b)(6)), minority and women business outreach program (§ 92.61(b)(7)) or refinancing (§ 92.61(b)(8)); or a change in the tenure type of the project or activities; or a funding increase to a project or activity of \$100,000 or 50% (whichever is greater).

The HUD Field Office will notify the insular area if its program description, as amended, does not permit determinations to be made under § 92.61(b)(4), (b)(6), (b)(7), or (b)(8), or if the level of proposed projects or eligible activities is not within the management capability demonstrated by past performance in housing and community development

programs, within 30 days of receipt.

The insular area will have a reasonable period of time, agreed upon mutually, to submit the necessary supporting information to revise the proposed projects or activities in its program description.

§ 92.64 Applicability of Requirements to Insular Areas

a. Insular areas are subject to the same requirements in subpart E (Program Requirements), subpart F (Project Requirements), subpart K (Program Administration), and subpart L (Performance Reviews and Sanctions) of this part as participating jurisdictions, except for the following.

1. Subpart E (Program Requirements): Administrative costs, as described in § 92.207, are eligible costs for insular areas in an amount not to exceed 15 percent of the HOME funds provided to the insular area. The matching contribution requirements in this part do not apply.

2. Subpart K (Program Administration):

i. Section 92.500 (The HOME Investment Trust Fund) does not apply. HUD will establish a HOME account in the United States Treasury for each insular area and the HOME funds must be used for approved activities. A local account must be established for program income. Each insular area may use either a separate local HOME account or a subsidiary account within its general fund (or other appropriate fund) as the local HOME account. HUD will recapture HOME funds in the HOME Treasury account by the amount of:

A. Any funds that are not committed within 24 months after the last day of the month in which HUD notifies the insular area of HUD's execution of the HOME Investment Partnership Agreement;

B. Any funds that are not expended within five years after the last day of the month in which HUD notifies the insular area of HUD's execution of the HOME Investment Partnership Agreement; and

C. Any penalties assessed by HUD under § 92.552.

ii. Section 92.502 (Program disbursement and information system) applies, except that references to the HOME Investment Trust Fund mean HOME account. In addition, § 92.502(c) does not apply, and instead compliance with Treasury Circular No. 1075 (31 CFR part 205) and 24 CFR 85.21 is required.

iii. Section 92.503 (Program income, repayments, and recaptured funds)

applies, except that the funds may be retained provided the funds are used for eligible activities in accordance with the requirements of this section.

3. Section 92.504 (Participating jurisdiction responsibilities; written agreements; on-site inspections) applies, except that the written agreement must ensure compliance with the requirements in this section.
 4. Section 92.508 (Recordkeeping) applies with respect to the records that relate to the requirements of this section.
 5. Section 92.509 (Performance reports) applies, except that a performance report is required for the fiscal year allocation only after completion of the approved projects funded by the allocation.
 6. Subpart L (Performance Reviews and Sanctions): Section 92.552 does not apply. Instead, § 92.65 applies.
- b. The requirements of subpart H (Other Federal Requirements) of this part apply as follows: § 92.357 Executive Order 12372 applies as written, and the requirements of the remaining sections which apply to participating jurisdictions are applicable to the insular areas.
- c. Subpart B (Allocation Formula), subpart C (Consortia; Designation and Revocation as a Participating Jurisdiction), subpart D (Submission Requirements), and subpart G (Community Housing Development Organizations) of this part do not apply.
- d. Subpart A (General) applies, except that for the definitions of commitment, program income, and subrecipient, “participating jurisdiction” means “insular area.”

§ 92.65 Funding Sanctions

Following notice and opportunity for informal consultation, HUD may withhold, reduce or terminate the assistance where any corrective or remedial actions taken under § 92.551 fail to remedy an insular area’s performance deficiencies, and the deficiencies are sufficiently substantial, in the judgment of HUD, to warrant sanctions.

§ 92.66 Reallocation

Any HOME funds which are reduced or recaptured from an insular area’s allocation and which are not used to increase the allocation amount for one or more of the remaining insular areas as provided in § 92.60 of this part, will be reallocated by HUD to the States in accordance with the requirements in subpart J for reallocating funds initially allocated to a State.

SUBPART C – CONSORTIA; DESIGNATION AND REVOCATION OF DESIGNATION AS A PARTICIPATING JURISDICTION

§ 92.100 [Reserved]

§ 92.101 Consortia

- a. A consortium of geographically contiguous units of general local government is a unit of general local government for purposes of this part if the requirements of this section are met.
 1. One or more members of a proposed consortium or an existing consortium whose consortium qualification terminates at the end of the fiscal year, must provide written notification to the HUD Field Office of its intent to participate as a consortium in the HOME Program for the following fiscal year. HUD shall establish the deadline for this submission.
 2. The proposed consortium must provide, at such time and in a manner and form prescribed by HUD, the qualification documents, which will include submission of:
 - i. A written certification by the State that the consortium will direct its activities to alleviation of housing problems within the State; and
 - ii. Documentation which demonstrates that the consortium has executed one legally binding cooperation agreement among its members authorizing one member unit of general local government to act in a representative capacity for all member units of general local government for the purposes of this part and providing that the representative member assumes overall responsibility for ensuring that the consortium's HOME Program is carried out in compliance with the requirements of this part.
 3. Before the end of the fiscal year in which the notice of intent and documentation are submitted, HUD must determine that a proposed consortium has sufficient authority and administrative capability to carry out the purposes of this part on behalf of its member jurisdictions. HUD will endeavor to make its determination as quickly as practicable after receiving the consortium's documentation in order to provide the consortium an opportunity to correct its submission, if necessary. If the submission is deficient, HUD will work with the consortium to resolve the issue, but will not delay the formula allocations. HUD, at its discretion, may review the performance of an existing consortium that wishes to requalify to determine whether it continues to have sufficient authority and administrative capacity to successfully administer the program.

- b. A metropolitan city or an urban county may be a member of a consortium. A unit of general local government that is included in an urban county may be part of a consortium, only if the urban county joins the consortium. The included local government cannot join the consortium except through participation in the urban county.
- c. A non-urban county may be a member of a consortium. However, the county cannot on its own include the whole county in the consortium. A unit of local government located within the non-urban county that wishes to participate as a member of the consortium must sign the HOME consortium agreement.
- d. If the representative unit of general local government distributes HOME funds to member units of general local government, the representative unit is responsible for applying to the member units of general local government the same requirements as are applicable to subrecipients.
- e. The consortium's qualification as a unit of general local government continues for a period of three successive Federal fiscal years, or until HUD revokes its designation as a participating jurisdiction, or until an urban county member fails to requalify under the CDBG program as an urban county for a fiscal year included in the consortium's qualification period, or the consortium fails to receive a HOME allocation for the first Federal fiscal year of the consortium's qualification period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. However, if a member urban county's three year CDBG qualification cycle is not the same as the consortium, the consortium may elect a shorter qualification period than three years to synchronize with the urban county's qualification period. During the period of qualification, additional units of general local government may join the consortium, but no included unit of general local government may withdraw from the consortium. See 24 CFR part 91, subpart E, for consolidated plan requirements for consortia, including the requirement that all members of the consortia must be on the same program year.
- f. The consortium agreement may, at the option of its member units of general local government, contain a provision that authorizes automatic renewals for the successive qualification period of three Federal fiscal years. The provision authorizing automatic renewal must require the lead consortium member to give the consortium members written notice of their right to elect not to continue participation for the new qualification period.

§ 92.102 Participation Threshold Amount

- a. To be eligible to become a participating jurisdiction, a unit of general local government must have a formula allocation under § 92.50 that is equal to or greater than \$750,000; or

- b. If a unit of general local government's formula allocation is less than \$750,000, HUD must find:
1. The unit of general local government has a local PHA and has demonstrated a capacity to carry out the provisions of this part, as evidenced by satisfactory performance under one or more HUD-administered programs that provide assistance for activities comparable to the eligible activities under this part; and
 2. The State has authorized HUD to transfer to the unit of general local government a portion of the State's allocation or the State, the unit of general local government, or both, has made available its own resources such that the sum of the amounts transferred or made available are equal to or greater than the difference between the unit of general local government's formula allocation and \$750,000.
- c. In fiscal years in which Congress appropriates less than \$1.5 billion for this part, \$500,000 is substituted for \$750,000 each time it appears in this section.

§ 92.103 Notification of Intent to Participate

- a. Not later than 30 days after receiving notice of its formula allocation amount, a jurisdiction must notify HUD in writing of its intention to become a participating jurisdiction.
- b. A unit of general local government that has a formula allocation of less than \$750,000, or less than \$500,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part, must submit, with its notice, one or more of the following, as appropriate, as evidence that it has met the threshold allocation requirements in § 92.102(b):
1. Authorization from the State to transfer a portion of its allocation to the unit of general local government;
 2. A letter from the governor or designee indicating that the required funds have been approved and budgeted for the unit of general local government;
 3. A letter from the chief executive officer of the unit of general local government indicating that the required funds have been approved and budgeted.

§ 92.104 Submission of a Consolidated Plan

A jurisdiction that has not submitted a consolidated plan to HUD must submit to HUD, not later than 90 days after providing notification under § 92.103, a consolidated plan in accordance with 24 CFR part 91.

§ 92.105 Designation as a Participating Jurisdiction

When a jurisdiction has complied with the requirements of §§ 92.102 through 92.104 and HUD has approved the jurisdiction's consolidated plan in accordance with 24 CFR part 91, HUD will designate the jurisdiction as a participating jurisdiction.

§ 92.106 Continuous Designation as a Participating Jurisdiction

Once a State or unit of general local government is designated a participating jurisdiction, it remains a participating jurisdiction for subsequent fiscal years and the requirements of §§ 92.102 through 92.105 do not apply, unless HUD revokes the designation in accordance with § 92.107.

§ 92.107 Revocation of Designation as a Participating Jurisdiction

HUD may revoke a jurisdiction's designation as a participating jurisdiction if:

- a. HUD finds, after reasonable notice and opportunity for hearing as provided in § 92.552(b) that the jurisdiction is unwilling or unable to carry out the provisions of this part, including failure to meet matching contribution requirements; or
- b. The jurisdiction's formula allocation falls below \$750,000 (or below \$500,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part) for three consecutive years, below \$625,000 (or below \$410,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part) for two consecutive years, or the jurisdiction does not receive a formula allocation in any one year.
- c. When HUD revokes a participating jurisdiction's designation as a participating jurisdiction, HUD will reallocate any remaining funds in the jurisdiction's HOME Investment Trust Fund established under § 92.500 in accordance with § 92.451.

SUBPART D – SUBMISSION REQUIREMENTS

§ 92.150 Submission Requirements

In order to receive its HOME allocation, a participating jurisdiction must submit a consolidated plan in accordance with 24 CFR part 91. That part includes requirements for the content of the consolidated plan, the process of developing the consolidated plan, including citizen participation, the submission date, HUD approval, and amendments.

SUBPART E – PROGRAM REQUIREMENTS

§ 92.200 Private-public Partnership

Each participating jurisdiction must make all reasonable efforts to maximize participation by the private sector in accordance with section 221 of the Act.

§ 92.201 Distribution of Assistance

a. Local.

1. Each local participating jurisdiction must, insofar as is feasible, distribute HOME funds geographically within its boundaries and among different categories of housing need, according to the priorities of housing need identified in its approved consolidated plan.
2. The participating jurisdiction may only invest its HOME funds in eligible projects within its boundaries, or in joint projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions.

b. State.

1. Each State participating jurisdiction is responsible for distributing HOME funds throughout the State according to the State's assessment of the geographical distribution of the housing needs within the State, as identified in the State's approved consolidated plan. The State must distribute HOME funds to rural areas in amounts that take into account the non-metropolitan share of the State's total population and objective measures of rural housing need, such as poverty and substandard housing, as set forth in the State's approved consolidated plan. To the extent the need is within the boundaries of a participating unit of general local government, the State and the unit of general local government shall coordinate activities to address that need.
2. A State may carry out its own HOME program without active participation of units of general local government or may distribute HOME funds to units of general local government to carry out HOME programs in which both the State and all or some of the units of general local government perform specified program functions. A unit of general local government designated by a State to receive HOME funds from a State is a State recipient.
3.
 - i. A State that uses State recipients to perform program functions shall ensure that the State recipients use HOME funds in accordance with the requirements of this part and other applicable laws. The State may require

the State recipient to comply with requirements established by the State or may permit the State recipient to establish its own requirements to comply with this part.

- ii. The State shall conduct such reviews and audit of its State recipients as may be necessary or appropriate to determine whether the State recipient has committed and expended the HOME funds in the United States Treasury account as required by § 92.500, and has met the requirements of this part, particularly eligible activities, income targeting, affordability, and matching contribution requirements.
4. A State and local participating jurisdiction may jointly fund a project within the boundaries of the local participating jurisdiction. The State may provide the HOME funds to the project or it may provide the HOME funds to the local participating jurisdiction to fund the project.
5. A State may fund projects on Indian reservations located within the State provided that the State includes Indian reservations in its consolidated plan.

§ 92.202 Site and Neighborhood Standards

- a. *General.* A participating jurisdiction must administer its HOME program in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), and HUD regulations issued pursuant thereto; and promotes greater choice of housing opportunities.
- b. *New rental housing.* In carrying out the site and neighborhood requirements with respect to new construction of rental housing, a participating jurisdiction is responsible for making the determination that proposed sites for new construction meet the requirements in 24 CFR 983.6(b).

§ 92.203 Income Determinations

- a. The HOME program has income targeting requirements for the HOME program and for HOME projects. Therefore, the participating jurisdiction must determine each family is income eligible by determining the family's annual income.
 1. For families who are tenants in HOME-assisted housing and not receiving HOME tenant-based rental assistance, the participating jurisdiction must initially determine annual income using the method in paragraph (a)(1)(i) of this section. For subsequent income determinations during the period of affordability, the participating jurisdiction may use any one of the following methods in

accordance with § 92.252(h):

- i. Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.
 - ii. Obtain from the family a written statement of the amount of the family's annual income and family size, along with a certification that the information is complete and accurate. The certification must state that the family will provide source documents upon request.
 - iii. Obtain a written statement from the administrator of a government program under which the family receives benefits and which examines each year the annual income of the family. The statement must indicate the tenant's family size and state the amount of the family's annual income; or alternatively, the statement must indicate the current dollar limit for very low- or low-income families for the family size of the tenant and state that the tenant's annual income does not exceed this limit.
2. For all other families, the participating jurisdiction must determine annual income by examining the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.
- b. When determining whether a family is income eligible, the participating jurisdiction must use one of the following three definitions of "annual income":
1. "Annual income" as defined at 24 CFR 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family Assets); or
 2. Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:
 - i. Wages, salaries, tips, commissions, etc.;
 - ii. Self-employment income from owned non-farm business, including proprietorships and partnerships;
 - iii. Farm self-employment income;
 - iv. Interest, dividends, net rental income, or income from estates or trusts;
 - v. Social Security or railroad retirement;
 - vi. Supplemental Security Income, Aid to Families with Dependent Children,

or other public assistance or public welfare programs;

vii. Retirement, survivor, or disability pensions; and

viii. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

3. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

c. Although the participating jurisdiction may use any of the three definitions of "annual income" permitted in paragraph (b) of this section, to calculate adjusted income it must apply exclusions from income established at 24 CFR 5.611. The HOME rents for very low-income families established under § 92.252(b)(2) are based on adjusted income. In addition, the participating jurisdiction may base the amount of tenant-based rental assistance on the adjusted income of the family.

d.

1. The participating jurisdiction must calculate the annual income of the family by projecting the prevailing rate of income of the family at the time the participating jurisdiction determines that the family is income eligible. Annual income shall include income from all family members. Income or asset enhancement derived from the HOME-assisted project shall not be considered in calculating annual income.
2. The participating jurisdiction is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six months has elapsed since the participating jurisdiction determined that the family qualified as income eligible.
3. The participating jurisdiction must follow the requirements in § 5.617 when making subsequent income determinations of persons with disabilities who are tenants in HOME-assisted rental housing or who receive tenant-based rental assistance.

§ 92.204 Applicability of Requirements to Entities that Receive a Reallocation of HOME Funds, Other than Participating Jurisdictions

- a. Jurisdictions other than participating jurisdictions and community housing development organizations receiving competitive reallocations from HUD are subject to the same requirements in subpart E (Program Requirements), subpart F (Project Requirements), subpart K (Program Administration), and subpart L (Performance Reviews and Sanctions) of this part as participating jurisdictions,

except for the following:

1. Subpart E (Program Requirements): the matching contribution requirements in § 92.218 through § 92.221 do not apply.
2. Subpart K (Program Administration):
 - i. Section 92.500 (The HOME Investment Trust Fund) does not apply. HUD will establish a HOME account in the United States Treasury and the HOME funds must be used for approved activities. A local account must be established for program income. HUD will recapture HOME funds in the HOME Treasury account by the amount of:
 - A. Any funds that are not committed within 24 months after the last day of the month in which HUD notifies the entity of HUD's execution of the HOME Investment Partnership Agreement;
 - B. Any funds that are not expended within five years after the last day of the month in which HUD notifies the entity of HUD's execution of the HOME Investment Partnership Agreement; and
 - C. Any penalties assessed by HUD under § 92.552.
 - ii. Section 92.502 (Program disbursement and information system) applies, except that references to the HOME Investment Trust Fund mean HOME account and the reference to 24 CFR part 58 does not apply. In addition, § 92.502(c) does not apply, and instead, compliance with Treasury Circular No. 1075 (31 CFR part 205) and 24 CFR 85.21 is required.
 - iii. Section 92.503 (Program income, repayments, and recaptured funds) applies, except that program income may be retained provided the funds are used for eligible activities in accordance with the requirements of this section.
3. Section 92.504 (Participating jurisdiction responsibilities; written agreements; on-site inspections) applies, except that the written agreement must ensure compliance with the requirements in this section.
4. Section 92.508 (Recordkeeping) applies with respect to the records that relate to the requirements of this section.
5. Section 92.509 (Performance reports) applies, except that a performance report is required only after completion of the approved projects.
- b. The requirements in subpart H (Other Federal Requirements) of this part apply as written, except that jurisdictions and community housing development organizations receiving reallocations from HUD must comply with affirmative marketing

requirements, labor requirements, and lead-based paint requirements, applicable to participating jurisdictions.

- c. Subpart B (Allocation Formula), subpart C (Consortia; Designation and Revocation of Designation as a Participating Jurisdiction), and subpart G (Community Housing Development Organizations) of this part do not apply.
- d. Subpart A (General) applies, except that for the definitions of commitment, program income, and subrecipient, "participating jurisdiction" means jurisdiction or community housing development organization receiving the competitive reallocation.

ELIGIBLE AND PROHIBITED ACTIVITIES

§ 92.205 Eligible Activities: General

a. *Eligible activities.*

1. HOME funds may be used by a participating jurisdiction to provide incentives to develop and support affordable rental housing and homeownership affordability through the acquisition (including assistance to homebuyers), new construction, reconstruction, or rehabilitation of non-luxury housing with suitable amenities, including real property acquisition, site improvements, conversion, demolition, and other expenses, including financing costs, relocation expenses of any displaced persons, families, businesses, or organizations; to provide tenant-based rental assistance, including security deposits; to provide payment of reasonable administrative and planning costs; and to provide for the payment of operating expenses of community housing development organizations. The housing must be permanent or transitional housing. The specific eligible costs for these activities are set forth in §§ 92.206 through 92.209.
2. Acquisition of vacant land or demolition must be undertaken only with respect to a particular housing project intended to provide affordable housing.
3. Conversion of an existing structure to affordable housing is rehabilitation, unless the conversion entails adding one or more units beyond the existing walls, in which case, the project is new construction for purposes of this part.
4. *Manufactured housing.* HOME funds may be used to purchase and/or rehabilitate a manufactured housing unit, or purchase the land upon which a manufactured housing unit is located. Except for existing, owner-occupied manufactured housing that is rehabilitated with HOME funds, the manufactured housing unit must, at the time of project completion, be connected to permanent utility hook-ups and be located on land that is owned by the manufactured housing unit

owner or land for which the manufactured housing owner has a lease for a period at least equal to the applicable period of affordability.

b. *Forms of assistance.*

1. A participating jurisdiction may invest HOME funds as equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part.
2. A participating jurisdiction may invest HOME funds to guarantee loans made by lenders and, if required, the participating jurisdiction may establish a loan guarantee account with HOME funds. The HOME funds may be used to guarantee the timely payment of principal and interest or payment of the outstanding principal and interest upon foreclosure of the loan. The amount of the loan guarantee account must be based on a reasonable estimate of the default rate on the guaranteed loans, but under no circumstances may the amount on deposit exceed 20 percent of the total outstanding principal amount guaranteed; except that the account may include a reasonable minimum balance. While loan funds guaranteed with HOME funds are subject to all HOME requirements, funds which are used to repay the guaranteed loans are not.

c. *Minimum amount of assistance.* The minimum amount of HOME funds that must be invested in a project involving rental housing or homeownership is \$1,000 times the number of HOME-assisted units in the project.

d. *Multi-unit projects.* HOME funds may be used to assist one or more housing units in a multi-unit project. Only the actual HOME eligible development costs of the assisted units may be charged to the HOME program. If the assisted and non-assisted units are not comparable, the actual costs may be determined based on a method of cost allocation. If the assisted and non-assisted units are comparable in terms of size, features and number of bedrooms, the actual cost of the HOME-assisted units can be determined by pro-rating the total HOME eligible development costs of the project so that the proportion of the total development costs charged to the HOME program does not exceed the proportion of the HOME-assisted units in the project.

e. *Terminated projects.* A HOME assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any HOME funds invested in the project must be repaid to the participating jurisdiction's HOME Investment Trust Fund in accordance with § 92.503(b) (except for project-specific assistance to community housing development organizations as provided in § 92.301(a)(3) and § 92.301(b)(3)).

§ 92.206 Eligible Project Costs

HOME funds may be used to pay the following eligible costs:

a. *Development hard costs.* The actual cost of constructing or rehabilitating housing. These costs include the following:

1. For new construction, costs to meet the applicable new construction standards of the participating jurisdiction and the Model Energy Code referred to in § 92.251;
2. For rehabilitation, costs:
 - i. To meet the property standards in § 92.251;
 - ii. To make essential improvements, including energy-related repairs or improvements, improvements necessary to permit use by persons with disabilities, and the abatement of lead-based paint hazards, as required by part 35 of this title.
3. For both new construction and rehabilitation, costs:
 - i. To demolish existing structures;
 - ii. To make utility connections including off-site connections from the property line to the adjacent street; and
 - iii. To make improvements to the project site that are in keeping with improvements of surrounding, standard projects. Site improvements may include on-site roads and sewer and water lines necessary to the development of the project. The project site is the property, owned by the project owner, upon which the project is located.
4. For both new construction and rehabilitation of multifamily rental housing, costs to construct or rehabilitate laundry and community facilities which are located within the same building as the housing and which are for the use of the project residents and their guests.
5. Costs to make utility connections or to make improvements to the project site, in accordance with the provisions of § 92.206(a)(3)(ii) and (iii) are also eligible in connection with acquisition of standard housing.

b. *Refinancing costs.* The cost to refinance existing debt secured by housing that is being rehabilitated with HOME funds:

1. For single-family (1- to 4-family) owner-occupied housing when loaning HOME funds to rehabilitate the housing, if the refinancing is necessary to reduce the

overall housing costs to the borrower and make the housing more affordable.

2. For multifamily projects, when loaning HOME funds to rehabilitate the units if refinancing is necessary to permit or continue affordability under § 92.252. The participating jurisdiction must establish refinancing guidelines and state them in its consolidated plan described in 24 CFR part 91. Regardless of the amount of HOME funds invested, the minimum affordability period shall be 15 years. The guidelines shall describe the conditions under which the participating jurisdictions will refinance existing debt. At minimum, the guidelines must:

- i. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing;
- ii. Require a review of management practices to demonstrate that disinvestment in the property has not occurred, that the long term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated;
- iii. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both;
- iv. Specify the required period of affordability, whether it is the minimum 15 years or longer;
- v. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community; and
- vi. State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.

c. *Acquisition costs.* Costs of acquiring improved or unimproved real property, including acquisition by homebuyers.

d. *Related soft costs.* Other reasonable and necessary costs incurred by the owner or participating jurisdiction and associated with the financing, or development (or both) of new construction, rehabilitation or acquisition of housing assisted with HOME funds. These costs include, but are not limited to:

1. Architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups.
2. Costs to process and settle the financing for a project, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees

and fees for an independent cost estimate, builders or developers fees.

3. Costs of a project audit that the participating jurisdiction may require with respect to the development of the project.
 4. Costs to provide information services such as affirmative marketing and fair housing information to prospective homeowners and tenants as required by § 92.351.
 5. For new construction or rehabilitation, the cost of funding an initial operating deficit reserve, which is a reserve to meet any shortfall in project income during the period of project rent-up (not to exceed 18 months) and which may only be used to pay project operating expenses, scheduled payments to a replacement reserve, and debt service. Any HOME funds placed in an operating deficit reserve that remain unexpended after the period of project rent-up may be retained for project reserves if permitted by the participating jurisdiction.
 6. Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting potential owners, tenants, and homebuyers, e.g., housing counseling, may be charged to project costs only if the project is funded and the individual becomes the owner or tenant of the HOME-assisted project. For multi-unit projects, such costs must be allocated among HOME-assisted units in a reasonable manner and documented.
 7. For both new construction and rehabilitation, costs for the payment of impact fees that are charged for all projects within a jurisdiction.
 8. Costs of environmental review and release of funds in accordance with 24 CFR Part 58 which are directly related to the project.
- e. *Community housing development organization costs.* Eligible costs of project-specific assistance are set forth in § 92.301.
- f. *Relocation costs.* The cost of relocation payments and other relocation assistance to persons displaced by the project are eligible costs.
1. Relocation payments include replacement housing payments, payments for moving expenses, and payments for reasonable out-of-pocket costs incurred in the temporary relocation of persons.
 2. Other relocation assistance means staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship.

g. *Costs relating to payment of loans.* If the HOME funds are not used to directly pay a cost specified in this section, but are used to pay off a construction loan, bridge financing loan, or guaranteed loan, the payment of principal and interest for such loan is an eligible cost only if:

1. The loan was used for eligible costs specified in this section, and
2. The HOME assistance is part of the original financing for the project and the project meets the requirements of this part.

§ 92.207 Eligible Administrative and Planning Costs

A participating jurisdiction may expend, for payment of reasonable administrative and planning costs of the HOME program and ADDI, an amount of HOME funds that is not more than ten percent of the sum of the Fiscal Year HOME basic formula allocation plus any funds received in accordance with § 92.102(b) to meet or exceed participation threshold requirements that Fiscal Year. A state that transfers any HOME funds in accordance with § 92.102(b) must exclude these funds in calculating the amount it may expend for administrative and planning costs. A participating jurisdiction may also expend, for payment of reasonable administrative and planning costs of the HOME program and the ADDI described in subpart M of this part, a sum up to ten percent of the program income deposited into its local account or received and reported by its state recipients or subrecipients during the program year. A participating jurisdiction may expend such funds directly or may authorize its state recipients or subrecipients, if any, to expend all or a portion of such funds, provided total expenditures for planning and administrative costs do not exceed the maximum allowable amount. Reasonable administrative and planning costs include:

- a. *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not limited to, necessary expenditures for the following:
 1. Salaries, wages, and related costs of the participating jurisdiction's staff. In charging costs to this category the participating jurisdiction may either include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involves program administration assignments, or the prorated share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The participating jurisdiction may use only one of these methods. Program administration includes the following types of assignments:
 - i. Developing systems and schedules for ensuring compliance with program requirements;
 - ii. Developing interagency agreements and agreements with entities receiving

HOME funds;

- iii. Monitoring HOME-assisted housing for progress and compliance with program requirements;
 - iv. Developing agreements and monitoring housing not assisted with HOME funds that the participating jurisdiction designates as a matching contribution in accordance with § 92.219(b) for compliance with applicable program requirements;
 - v. Preparing reports and other documents related to the program for submission to HUD;
 - vi. Coordinating the resolution of audit and monitoring findings;
 - vii. Evaluating program results against stated objectives; and
 - viii. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraphs (a)(1)(i) through (vii) of this section;
- 2. Travel costs incurred for official business in carrying out the program;
 - 3. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;
 - 4. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space; and
 - 5. Costs of administering tenant-based rental assistance programs.
- b. *Staff and overhead.* Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing, inspections, and other services related to assisting potential owners, tenants, and homebuyers (e.g., housing counseling); and staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship. These costs may be charged as administrative costs or as project costs under § 92.206 (d)(6) and (f)(2), at the discretion of the participating jurisdiction.
 - c. *Public information.* The provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of projects being assisted with HOME funds.

- d. *Fair housing.* Activities to affirmatively further fair housing in accordance with the participating jurisdiction's certification under 24 CFR part 91.
- e. *Indirect Costs.* Indirect costs may be charged to the HOME program under a cost allocation plan prepared in accordance with OMB Circulars A-87 or A-122 as applicable.
- f. *Preparation of the consolidated plan.* Preparation of the consolidated plan required under 24 CFR part 91. Preparation includes the costs of public hearings, consultations, and publication.
- g. *Other Federal requirements.* Costs of complying with the Federal requirements in subpart H of this part. Project-specific environmental review costs may be charged as administrative costs or as project costs in accordance with § 92.206(d)(8), at the discretion of the participating jurisdiction.

§ 92.208 Eligible Community Housing Development Organization (CHDO) Operating Expense and Capacity Building Costs

- a. Up to 5 percent of a participating jurisdiction's fiscal year HOME allocation may be used for the operating expenses of community housing development organizations (CHDOs). These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the community housing development organization. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in § 92.300(e) and (f).
- b. HOME funds may be used for capacity building costs under § 92.300(b).

§ 92.209 Tenant-based Rental Assistance: Eligible Costs and Requirements

- a. *Eligible costs.* Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance for a family pursuant to this section. Administration of tenant-based rental assistance is eligible only under general management oversight and coordination at § 92.207(a).
- b. *General requirement.* A participating jurisdiction may use HOME funds for tenant-based rental assistance only if the participating jurisdiction makes the certification about inclusion of this type of assistance in its consolidated plan in accordance with 24 CFR 91.225(d)(1), 91.325(d)(1), or 91.425(a)(2)(i), and specifies local market conditions that lead to the choice of this option.

c. *Tenant selection.* The participating jurisdiction must select families in accordance with written tenant selection policies and criteria that are consistent with the following:

1. *Low-income families.* Tenant-based rental assistance may only be provided to very low- and low-income families. The participating jurisdiction must determine that the family is very low- or low-income before the assistance is provided. During the period of assistance, the participating jurisdiction must annually determine that the family continues to be low-income.

2. *Preferences for Individuals with Special Needs.*

i. The participating jurisdiction may establish a preference for individuals with special needs. The participating jurisdiction may offer, in conjunction with a tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for persons with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all persons with special needs or disabilities who can benefit from such services.

ii. The participating jurisdiction may also provide a preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) if the specific category is identified in the participating jurisdiction's consolidated plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

iii. Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). For example, a participating jurisdiction may not determine that persons given a preference under the program are therefore prohibited from applying for or participating in other programs or forms of assistance.

3. *Existing tenants in the HOME-assisted projects.* A participating jurisdiction may select low-income families currently residing in housing units that are designated for rehabilitation or acquisition under the participating jurisdiction's HOME program. Participating jurisdictions using HOME funds for tenant-based rental assistance programs may establish local preferences for the provision of this assistance. Families so selected may use the tenant-based assistance in the rehabilitated or acquired housing unit or in other qualified housing.

d. *Portability of assistance.* A participating jurisdiction may require the family to use the tenant-based assistance within the participating jurisdiction's boundaries or may permit the family to use the assistance outside its boundaries.

- e. *Term of rental assistance contract.* The term of the rental assistance contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between a participating jurisdiction and an owner, the term of the contract must terminate on termination of the lease. For a rental assistance contract between a participating jurisdiction and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.
- f. *Rent reasonableness.* The participating jurisdiction must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- g. *Tenant protections.* The lease must comply with the requirements in § 92.253(a) and (b).
- h. *Maximum subsidy.*
1. The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.
 2. The participating jurisdiction must establish a minimum tenant contribution to rent.
 3. The participating jurisdiction's rent standard for a unit size must be based on:
 - i. Local market conditions; or
 - ii. For each unit size, may not be less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent or HUD-approved community-wide exception rent (in effect when the participating jurisdiction adopts its rent standard amount). (Community-wide exception rents are maximum gross rents approved by HUD for the Rental Certificate Program under 24 CFR 882.106(a)(3) for a designated municipality, county, or similar locality, which apply to the whole PHA jurisdiction.) A participating jurisdiction may approve on a unit-by-unit basis a subsidy based on a rent standard that exceeds the applicable fair market rent by up to 10 percent for 20 percent of units assisted.
- i. *Housing quality standards.* Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The participating jurisdiction must inspect the housing initially and re-inspect it annually.

j. *Security deposits.*

1. A participating jurisdiction may use HOME funds provided for tenant-based rental assistance to provide loans or grants to very low- and low-income families for security deposits for rental of dwelling units whether or not the participating jurisdiction provides any other tenant-based rental assistance under this section.
2. The relevant State or local definition of "security deposit" in the jurisdiction where the unit is located is applicable for the purposes of this part, except that the amount of HOME funds that may be provided for a security deposit may not exceed the equivalent of two month's rent for the unit.
3. Only the prospective tenant may apply for HOME security deposit assistance, although the participating jurisdiction may pay the funds directly to the tenant or to the landlord.
4. HOME funds for security deposits may be provided as a grant or as a loan. If they are provided as a loan, the loan repayments are program income to be used in accordance with § 92.503.
5. Paragraphs (b), (c), (d), (f), (g) and (i) of this section are applicable to HOME security deposit assistance, except that income determinations pursuant to paragraph (c)(1) of this section and Housing Quality Standard inspections pursuant to paragraph (i) of this section are required only at the time the security deposit assistance is provided.

k. *Program operation.* A tenant-based rental assistance program must be operated consistent with the requirements of this section. The participating jurisdiction may operate the program itself, or may contract with a PHA or other entity with the capacity to operate a rental assistance program. The tenant-based rental assistance may be provided through an assistance contract to an owner that leases a unit to an assisted family or directly to the family. In either case, the participating jurisdiction (or entity operating the program) must approve the lease.

1. *Use of Section 8 assistance.* In any case where assistance under section 8 of the 1937 Act becomes available to a participating jurisdiction, recipients of tenant-based rental assistance under this part will qualify for tenant selection preferences to the same extent as when they received the tenant-based rental assistance under this part.

§ 92.212 Pre-award Costs

- a. *General.* Before the effective date of the HOME Investment Partnership Agreement, the participating jurisdiction may incur costs which may be charged to the HOME allocation after the award of the HOME allocation, provided the costs are in

compliance with the requirements of this part (including environmental review requirements) and with the statutory and regulatory requirements in effect at the time the costs are charged to the HOME allocation.

- b. *Administrative and planning costs.* Eligible administrative and planning costs may be incurred as of the beginning of the participating jurisdiction's consolidated program year (see 24 CFR 91.10) or the date the consolidated plan describing the HOME allocation to which the costs will be charged is received by HUD, whichever is later.
- c. *Project costs.* Eligible project costs may be incurred during the current program year in an amount not to exceed 25% of the current HOME allocation amount, to be charged to the following year's HOME allocation. Before incurring the pre-award costs, the participating jurisdiction must comply with its citizen participation plan requirements addressing 24 CFR 91.105(b)(2), (4), (5) and (g) (local governments) or 91.115(b)(2), (4), (5) and (f) (States). In lieu of a full action plan, the participating jurisdiction may develop a mini-action plan which describes the proposed pre-award projects and costs in accordance with 91.220(c) and includes, if applicable, 91.220(g)(2) (local governments) or 91.320(c) and, if applicable, 91.320(g)(2) (States). The mini-action plan must state that HOME funding for the project(s) is subject to the future availability of HOME funds. The subsequent action plan (i.e., action plan for the HOME allocation to which the costs will be charged) must also include the use of HOME funds contained in the mini-action plan.
- d. *Subrecipient or State recipient costs.* The participating jurisdiction may authorize its subrecipient or State recipient to incur pre-award costs in accordance with the requirements of this section. The authorization must be in writing.
- e. *Other pre-agreement costs.* Pre-agreement costs in excess of the amount set forth in paragraph (c) of this section must be approved, in writing, by the HUD Field Office before the costs are incurred.

§ 92.213 [Reserved]

§ 92.214 Prohibited Activities

- a. HOME funds may not be used to:
 - 1. Provide project reserve accounts, except as provided in § 92.206(d)(5), or operating subsidies;
 - 2. Provide tenant-based rental assistance for the special purposes of the existing section 8 program, in accordance with section 212(d) of the Act;
 - 3. Provide non-federal matching contributions required under any other Federal

program;

4. Provide assistance authorized under section 9 of the 1937 Act (Public Housing Capital and Operating Funds);
 5. Provide assistance to eligible low-income housing under 24 CFR part 248 (Prepayment of Low Income Housing Mortgages), except that assistance may be provided to priority purchasers as defined in 24 CFR 248.101;
 6. Provide assistance (other than tenant-based rental assistance or assistance to a homebuyer to acquire housing previously assisted with HOME funds) to a project previously assisted with HOME funds during the period of affordability established by the participating jurisdiction in the written agreement under § 92.504. However, additional HOME funds may be committed to a project up to one year after project completion (see § 92.502), but the amount of HOME funds in the project may not exceed the maximum per-unit subsidy amount established under § 92.250.
 7. Pay for the acquisition of property owned by the participating jurisdiction, except for property acquired by the participating jurisdiction with HOME funds, or property acquired in anticipation of carrying out a HOME project; or
 8. Pay delinquent taxes, fees or charges on properties to be assisted with HOME funds.
 9. Pay for any cost that is not eligible under §§ 92.206 through 92.209.
- b. Participating jurisdictions may not charge monitoring, servicing and origination fees in HOME-assisted projects. However, participating jurisdictions may charge nominal application fees (although these fees are not an eligible HOME cost) to project owners to discourage frivolous applications. Such fees are applicable credits under OMB Circular A-87.

§ 92.215 Limitation on Jurisdictions under Court Order

Limitations on the use of HOME funds in connection with litigation involving discrimination or fair housing are set forth in section 224 of the Act.

INCOME TARGETING

§ 92.216 Income Targeting: Tenant-based Rental Assistance and Rental Units

Each participating jurisdiction must invest HOME funds made available during a fiscal

year so that, with respect to tenant-based rental assistance and rental units:

a. Not less than 90 percent of:

1. The families receiving such rental assistance are families whose annual incomes do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families (except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction cost or fair market rent, or unusually high or low family income) at the time of occupancy or at the time funds are invested, whichever is later; or
2. The dwelling units assisted with such funds are occupied by families having such incomes; and

b. The remainder of:

1. The families receiving such rental assistance are households that qualify as low-income families (other than families described in paragraph (a)(1) of this section) at the time of occupancy or at the time funds are invested, whichever is later; or
2. The dwelling units assisted with such funds are occupied by such households.

§ 92.217 Income Targeting: Homeownership

Each participating jurisdiction must invest HOME funds made available during a fiscal year so that with respect to homeownership assistance, 100 percent of these funds are invested in dwelling units that are occupied by households that qualify as low-income families.

MATCHING CONTRIBUTION REQUIREMENT

§ 92.218 Amount of Matching Contribution

- a. *General.* Each participating jurisdiction must make contributions to housing that qualifies as affordable housing under the HOME program, throughout a fiscal year. The contributions must total not less than 25 percent of the funds drawn from the jurisdiction's HOME Investment Trust Fund Treasury account in that fiscal year, excluding funds drawn for purposes identified in paragraph (c) of this section.
- b. *Shortfall amount from State or local resources.* Amounts made available under §

92.102(b)(2) from the resources of a State (other than a transfer of the State's formula allocation), the local participating jurisdiction, or both, to enable the local participating jurisdiction to meet the participation threshold amount are not required to be matched and do not constitute matching contributions.

- c. *HOME funds not required to be matched.* HOME funds used for administrative and planning costs (pursuant to § 92.207); community housing development organization operating expenses (pursuant to § 92.208); capacity building (pursuant to 92.300(b)) of community housing development organizations; and project specific assistance to community housing development organizations (pursuant to § 92.301) when the participating jurisdiction waives repayment under the provisions of § 92.301(a)(3) or § 92.301(b)(3) are not required to be matched.
- d. *Match contribution for other programs.* Contributions that have been or will be counted as satisfying a matching requirement of another Federal grant or award may not count as satisfying the matching contribution requirement for the HOME program.

§ 92.219 Recognition of Matching Contribution

- a. *Match contribution to HOME-assisted housing.* A contribution is recognized as a matching contribution if it is made with respect to:
 - 1. A tenant who is assisted with HOME funds;
 - 2. A HOME-assisted unit;
 - 3. The portion of a project that is not HOME-assisted provided that at least 50 percent of the housing units in the project are HOME-assisted. If the match contribution to the portion of the project that is not HOME-assisted meets the affordable housing requirements of § 92.219(b)(2), the percentage requirement for HOME-assisted units does not apply; or
 - 4. The commercial space in a mixed-use project in which at least 51 percent of the floor space is residential provided that at least 50 percent of the dwelling units are HOME-assisted.
- b. *Match contribution to affordable housing that is not HOME-assisted.* The following requirements apply for recognition of matching contributions made to affordable housing that is not HOME-assisted:
 - 1. For tenant-based rental assistance that is not HOME-assisted:
 - i. The contribution must be made with respect to a tenant who is assisted with tenant-based rental assistance that meets the requirements of § 92.203 (Income determinations) and paragraphs (a), (c), (f), and (i) of § 92.209

(Tenant-based rental assistance); and

- ii. The participating jurisdiction must demonstrate in writing that such assistance meets the provisions of §§ 92.203 and 92.209 (except § 92.209(e)).

2. For affordable housing that is not HOME-assisted:

- i. The contribution must be made with respect to housing that qualifies as affordable housing under § 92.252 or § 92.254.
- ii. The participating jurisdiction or its instrumentality must execute, with the owner of the housing (or, if the participating jurisdiction is the owner, with the manager or developer), a written agreement that imposes and enumerates all of the affordability requirements from § 92.252 and § 92.253(a) and (b) (Tenant protections), or § 92.254, whichever are applicable; the property standards requirements of § 92.251; and income determinations made in accordance with § 92.203. This written agreement must be executed before any match contributions may be made.
- iii. A participating jurisdiction must establish a procedure to monitor HOME match-eligible housing to ensure continued compliance with the requirements of §§ 92.203 (Income determinations), 92.252 (Qualification as affordable housing: Rental housing), 92.253(a) and (b) (Tenant protections) and 92.254 (Qualification as affordable housing: Homeownership). No other HOME requirements apply.
- iv. The match may be in any eligible form of match except those in § 92.220(a)(2) (forbearance of fees), (a)(4) (on-site and off-site infrastructure), (a)(10) (direct cost of supportive services) and (a)(11) (direct costs of homebuyer counseling services).
- v. Match contributions to mixed-use or mixed-income projects that contain affordable housing units will be recognized only if the contribution is made to the project's affordable housing units.

§ 92.220 Form of Matching Contribution

- a. *Eligible forms.* Matching contributions must be made from nonfederal resources and may be in the form of one or more of the following:
 1. *Cash contributions from nonfederal sources.* To be recognized as a cash contribution, funds must be contributed permanently to the HOME program (or to affordable housing not assisted with HOME funds), regardless of the form of investment provided to the project. Therefore, to receive match credit for the full amount of a loan to a HOME project, all repayment, interest, or other return

on investment of the contribution must be deposited in the local account of the participating jurisdiction's HOME Investment Trust Fund to be used for eligible HOME activities in accordance with the requirements of this part. A cash contribution to affordable housing that is not assisted with HOME funds must be contributed permanently to the project. Repayments of matching contributions in affordable housing projects, as defined in § 92.219(b), that are not HOME-assisted, must be made to the local account of the participating jurisdiction's HOME Investment Trust Fund to get match credit for the full loan amount.

- i. A cash contribution may be made by the participating jurisdiction, non-Federal public entities, private entities, or individuals, except as prohibited under paragraph (b)(4) of this section. A cash contribution made to a nonprofit organization for use in a HOME project may be counted as a matching contribution.
- ii. A cash contribution may be made from program income (as defined by 24 CFR § 85.25(b)) from a Federal grant earned after the end of the award period if no Federal requirements govern the disposition of the program income. Included in this category are repayments from closed out grants under the Urban Development Action Grant Program (24 CFR part 570, subpart G) and the Housing Development Grant Program (24 CFR part 850), and from the Rental Rehabilitation Grant Program (24 CFR part 511) after all fiscal year Rental Rehabilitation grants have been closed out.
- iii. The grant equivalent of a below-market interest rate loan to the project that is not repayable to the participating jurisdiction's HOME Investment Trust Fund may be counted as a cash contribution, as follows:
 - A. If the loan is made from funds borrowed by a jurisdiction or public agency or corporation the contribution is the present discounted cash value of the difference between the payments to be made on the borrowed funds and payments to be received from the loan to the project based on a discount rate equal to the interest rate on the borrowed funds.
 - B. If the loan is made from funds other than funds borrowed by a jurisdiction or public agency or corporation, the contribution is the present discounted cash value of the yield foregone. In determining the yield foregone, the participating jurisdiction must use as a measure of a market rate yield one of the following, as appropriate:
 1. With respect to one- to four-unit housing financed with a fixed interest rate mortgage, a rate equal to the 10-year Treasury note rate plus 200 basis points;

2. With respect to one- to four-unit housing financed with an adjustable interest rate mortgage, a rate equal to the one-year Treasury bill rate plus 250 basis points;
 3. With respect to a multifamily project, a rate equal to the 10-year Treasury note rate plus 300 basis points;
 4. With respect to housing receiving financing for rehabilitation, a rate equal to the 10-year Treasury note rate plus 400 basis points.
- iv. Proceeds of bonds that are not repaid with revenue from an affordable housing project (e.g., general obligation bonds) and that are loaned to a HOME-assisted or other qualified affordable housing project constitute a cash contribution under this paragraph.
 - v. A cash contribution may be counted as a matching contribution only if it is used for costs eligible under §§ 92.206 or 92.209, or for the following (which are not HOME eligible costs): the cost of removing and relocating ECHO housing unit during the period of affordability in accordance with § 92.258(d)(3)(ii), payments to a project reserve account beyond payments permitted by § 92.206(d)(5), operating subsidies, or costs relating to the portion of a mixed-income or mixed-use HOME-assisted project not related to the affordable housing units.

2. *Forbearance of fees.*

- i. *State and local taxes, charges or fees.* The value (based on customary and reasonable means for establishing value) of State or local taxes, fees, or other charges that are normally and customarily imposed or charged by a State or local government on all transactions or projects in the conduct of its operations, which are waived, foregone, or deferred (including State low-income housing tax credits) in a manner that achieves affordability of HOME-assisted projects, may be counted as match. The amount of any real estate taxes may be based on post-improvement property value. For taxes, fees, or charges that are forgiven for future years, the value is the present discounted cash value, based on a rate equal to the rate for the Treasury security with a maturity closest to the number of years for which the taxes, fees, or charges are waived, foregone, or deferred.
- ii. *Other charges or fees.* The value of fees or charges associated with the transfer or development of real estate that are normally and customarily imposed or charged by public or private entities, which are waived or foregone, in whole or in part, in a manner that achieves affordability of HOME-assisted projects, may be counted as match. Fees and charges under this paragraph do not include fees or charges for legal or other professional services; professional services which are donated, in whole or

in part, are an eligible matching contribution in accordance with paragraph (a)(7) of this section.

- iii. Fees or charges that are associated with the HOME Program only (rather than normally and customarily imposed or charged on all transactions or projects) are not eligible forms of matching contributions.

3. *Donated Real Property.* The value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of donated land or other real property may be counted as match. The donation may be made by the participating jurisdiction, non-Federal public entities, private entities, or individuals, except as prohibited under paragraph (b)(4) of this section.

- i. Donated property not acquired with Federal resources is a contribution in the amount of 100% of the value.
- ii. Donated property acquired with Federal assistance may provide a partial contribution as follows. The property must be acquired with Federal assistance specifically for a HOME project (or for affordable housing that will be counted as match pursuant to § 92.219(b)(2)). The property must be acquired with the Federal assistance at demonstrably below the appraised value and must be acknowledged by the seller as a donation to affordable housing at the time of the acquisition with the Federal assistance. The amount of the contribution is the difference between the acquisition price and the appraised value at the time of acquisition with the Federal assistance. If the property is acquired with the Federal assistance by someone other than the HOME project (or affordable housing) owner, to continue to qualify as a contribution, the property must be given to the HOME project (or affordable housing) owner at a price that does not exceed the amount of the Federal assistance used to acquire the property.
- iii. Property must be appraised in conformance with established and generally recognized appraisal practice and procedures in common use by professional appraisers. Opinions of value must be based on the best available data properly analyzed and interpreted. The appraisal of land and structures must be performed by an independent, certified appraiser.

4. The cost, not paid with Federal resources, of on-site and off-site infrastructure that the participating jurisdiction documents are directly required for HOME-assisted projects. The infrastructure must have been completed no earlier than 12 months before HOME funds are committed to the project.

5. Proceeds from multifamily and single family affordable housing project bond financing validly issued by a State or local government, or an agency or instrumentality of a State or local government or a political subdivision of a

State and repayable with revenues from the affordable housing project financed as follows:

- i. Fifty percent of the loan amount made from bond proceeds to a multifamily affordable housing project owner may qualify as match.
 - ii. Twenty-five percent of the loan amount from bond proceeds made to a single-family affordable housing project owner may qualify as match.
 - iii. Loans made from bond proceeds may not constitute more than 25 percent of a participating jurisdiction's total annual match contribution.
6. The reasonable value of donated site-preparation and construction materials, not acquired with Federal resources. The value of site-preparation and construction materials is to be determined in accordance with the participating jurisdiction's cost estimate procedures.
7. The reasonable rental value of the donated use of site preparation or construction equipment.
8. The value of donated or voluntary labor or professional services (see § 92.354(b)) in connection with the provision of affordable housing. A single rate established by HUD shall be applicable for determining the value of unskilled labor. The value of skilled labor or professional services shall be determined by the rate that the individual or entity performing the labor or service normally charges.
9. The value of sweat equity (see § 92.354(c)) provided to a homeownership project, under an established component of a participating jurisdiction's program, up until the time of project completion (i.e., submission of a project completion form). Such labor shall be valued at the rate established for unskilled labor at paragraph (a)(8) of this section.
10. The direct cost of supportive services provided to families residing in HOME-assisted units during the period of affordability or receiving HOME tenant-based rental assistance during the term of the tenant-based rental assistance contract. The supportive services must be necessary to facilitate independent living or be required as part of a self-sufficiency program. Examples of supportive services include: case management, mental health services, assistance with the tasks of daily living, substance abuse treatment and counseling, day care, and job training and counseling.
11. The direct cost of homebuyer counseling services provided to families that acquire properties with HOME funds under the provisions of § 92.254(a), including ongoing counseling services provided during the period of affordability. These services may be provided as part of a homebuyer counseling program that is not specific to the HOME Program, but only the cost

of services to families that complete purchases with HOME assistance may be counted as match.

b. *Ineligible forms.* The following are examples that do not meet the requirements of paragraph (a) of this section and do not count toward meeting a participating jurisdiction's matching contribution requirement:

1. Contributions made with or derived from Federal resources or funds, regardless of when the Federal resources or funds were received or expended. CDBG funds (defined in 24 CFR 570.3) are Federal funds for this purpose;
2. The interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits;
3. Owner equity or investment in a project; and
4. Cash or other forms of contributions from applicants for or recipients of HOME assistance or contracts, or investors who own, are working on, or are proposing to apply for, assistance for a HOME-assisted project. The prohibition in this paragraph (b)(4) does not apply to contractors (who do not own any HOME project) contributing professional services in accordance with paragraph (a)(8) of this section or to persons contributing sweat equity in accordance with paragraph (a)(9) of this section.

§ 92.221 Match Credit

a. *When credit is given.* Contributions are credited on a fiscal year basis at the time the contribution is made, as follows:

1. A cash contribution is credited when the funds are expended.
2. The grant equivalent of a below-market interest rate loan is credited at the time of the loan closing.
3. The value of state or local taxes, fees, or other charges that are normally and customarily imposed but are waived, foregone, or deferred is credited at the time the state or local government or other public or private entity officially waives, forgoes, or defers the taxes, fees, or other charges and notifies the project owner.
4. The value of donated land or other real property is credited at the time ownership of the property is transferred to the HOME project (or affordable housing) owner.
5. The cost of investment in infrastructure directly required for HOME-assisted projects is credited at the time funds are expended for the infrastructure or at the

time the HOME funds are committed to the project if the infrastructure was completed before the commitment of HOME funds.

6. The value of donated material is credited as match at the time it is used for affordable housing.
 7. The value of the donated use of site preparation or construction equipment is credited as match at the time the equipment is used for affordable housing.
 8. The value of donated or voluntary labor or professional services is credited at the time the work is performed.
 9. A loan made from bond proceeds under § 92.220(a)(5) is credited at the time of the loan closing.
 10. The direct cost of social services provided to residents of HOME-assisted units is credited at the time that the social services are provided during the period of affordability.
 11. The direct cost of homebuyer counseling services provided to families that purchase HOME-assisted units is credited at the time that the homebuyer purchases the unit or for post-purchase counseling services, at the time the counseling services are provided.
- b. *Excess match.* Contributions made in a fiscal year that exceed the participating jurisdiction's match liability for the fiscal year in which they were made may be carried over and applied to future fiscal years' match liability. Loans made from bond proceeds in excess of 25 percent of a participating jurisdiction's total annual match contribution may be carried over to subsequent fiscal years as excess match, subject to the annual 25 percent limitation.
- c. Credit for match contributions shall be assigned as follows:
1. For HOME-assisted projects involving more than one participating jurisdiction, the participating jurisdiction that makes the match contribution may decide to retain the match credit or permit the other participating jurisdiction to claim the credit.
 2. For HOME match contributions to affordable housing that is not HOME-assisted (match pursuant to § 92.219(b)) involving more than one participating jurisdiction, the participating jurisdiction that makes the match contribution receives the match credit.
 3. A State that provides non-Federal funds to a local participating jurisdiction to be used for a contribution to affordable housing, whether or not HOME-assisted, may take the match credit for itself or may permit the local participating jurisdiction to receive the match credit.

§ 92.222 Reduction of Matching Contribution Requirement

a. *Reduction for fiscal distress.* HUD will determine match reductions annually.

1. *Distress criteria for local government participating jurisdictions.* If a local government participating jurisdiction satisfies both of the distress factors in paragraphs (a)(1)(i) and (ii) of this section, it is in severe fiscal distress and its match requirement will be reduced by 100% for the period specified in paragraph (a)(3) of this section. If a local government participating jurisdiction satisfies either distress factor in paragraphs (a)(1)(i) or (ii) of this section, it is in fiscal distress and its match requirement will be reduced by 50 percent, for the period specified in paragraph (a)(4) of this section.
 - i. *Poverty rate.* The average poverty rate in the participating jurisdiction was equal to or greater than 125 percent of the average national poverty rate during the calendar year for which the most recent data are available, as determined according to information of the Bureau of the Census.
 - ii. *Per capita income.* The average per capita income in the participating jurisdiction was less than 75 percent of the average national per capita income, during the calendar year for which the most recent data are available, as determined according to information from the Bureau of the Census.
2. *Distress criteria for participating jurisdictions that are States.* If a State satisfies at least 2 of the 3 distress factors in paragraphs (a)(2)(i) - (iii) of this section, it is in severe fiscal distress and its match requirement will be reduced by 100% for the period specified in paragraph (a)(3) of this section. If a State satisfies any 1 of the 3 distress factors in paragraphs (a)(2)(i) - (iii) of this section, it is in fiscal distress and its match requirement will be reduced by 50 percent, for the period specified in paragraph (a)(4) of this section.
 - i. *Poverty rate.* The average poverty rate in the State was equal to or greater than 125 percent of the average national poverty rate during the calendar year for which the most recent data are available, as determined according to information from the Bureau of the Census.
 - ii. *Per capita income.* The average per capita income in the State was less than 75 percent of the average national per capita income, during the calendar year for which the most recent data are available, as determined according to information from the Bureau of the Census.
 - iii. *Personal income growth.* The average personal income growth rate in the State over the most recent four quarters for which the data are available was less than 75 percent of the average national personal income growth rate during that period, as determined according to information from the Bureau of Economic Analysis.

3. *Period of match reduction for severe fiscal distress.* A 100% match reduction is effective for the fiscal year in which the severe fiscal distress determination is made and for the following fiscal year.
 4. *Period of match reduction for fiscal distress.* A 50% match reduction is effective for the fiscal year in which the fiscal distress determination is made and for the following fiscal year, except that if a severe fiscal distress determination is published in that following fiscal year, the participating jurisdiction starts a new two-year match reduction period in accordance with the provisions of paragraph (a)(3) of this section.
- b. *Reduction of match for participating jurisdictions in disaster areas.* If a participating jurisdiction is located in an area in which a declaration of major disaster pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act is made, it may request a reduction of its matching requirement. For a local participating jurisdiction, the HUD Field office may reduce the matching requirement specified in § 92.218 by up to 100 percent for the fiscal year in which the declaration of major disaster is made and the following fiscal year. For a State participating jurisdiction, the HUD Field office may reduce the matching requirement specified in § 92.218, by up to 100 percent for the fiscal year in which the declaration of major disaster is made and the following fiscal year with respect to any HOME funds expended in an area to which the declaration of a major disaster applies. At its discretion and upon request of the participating jurisdiction, the HUD Field Office may extend the reduction for an additional year.

SUBPART F – PROJECT REQUIREMENTS

§ 92.250 Maximum Per-unit Subsidy Amount and Subsidy Layering

- a. *Maximum per-unit subsidy amount.* The total amount of HOME funds and ADDI funds that a participating jurisdiction may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located. These limits are available from the Multifamily Division in the HUD Field Office. If the participating jurisdiction's per-unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the per-unit subsidy amount to be increased on a program-wide basis to an amount, up to 240% of the original per unit limits.
- b. *Subsidy layering.* Before committing funds to a project, the participating jurisdiction must evaluate the project in accordance with guidelines that it has adopted for this purpose and will not invest any more HOME funds, in combination with other

governmental assistance, than is necessary to provide affordable housing.

§ 92.251 Property Standards

a.

1. Housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion, except as provided in paragraph (b) of this section. The participating jurisdiction must have written standards for rehabilitation that ensure that HOME-assisted housing is decent, safe, and sanitary. In the absence of a local code for new construction or rehabilitation, HOME-assisted new construction or rehabilitation must meet, as applicable: one of three model codes (Uniform Building Code (ICBO), National Building Code (BOCA), Standard (Southern) Building Code (SBCCI)); or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926. To avoid duplicative inspections when FHA financing is involved in a HOME-assisted property, a participating jurisdiction may rely on a Minimum Property Standards (MPS) inspection performed by a qualified person. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.
2. All other HOME-assisted housing (e.g., acquisition) must meet all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.
3. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).
4. Construction of all manufactured housing must meet the Manufactured Home Construction and Safety Standards established in 24 CFR Part 3280. These standards pre-empt State and local codes covering the same aspects of performance for such housing. Participating jurisdictions providing HOME assistance to install manufactured housing units must comply with applicable State and local laws or codes. In the absence of such laws or codes, the participating jurisdiction must comply with the manufacturer's written instructions for installation of manufactured housing units. Manufactured housing that is rehabilitated using HOME funds must meet the requirements set out in paragraph (a)(1) of this section.

- b. The following requirements apply to housing for homeownership that is to be rehabilitated after transfer of the ownership interest:
 - 1. Before the transfer of the homeownership interest, the participating jurisdiction must:
 - i. Inspect the housing for any defects that pose a danger to health; and
 - ii. Notify the prospective purchaser of the work needed to cure the defects and the time by which defects must be cured and applicable property standards met.
 - 2. The housing must be free from all noted health and safety defects before occupancy and not later than 6 months after the transfer.
 - 3. The housing must meet the property standards in paragraph (a)(1) of this section not later than 2 years after transfer of the ownership interest.
- c. An owner of rental housing assisted with HOME funds must maintain the housing in compliance with all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.
- d. All housing occupied by tenants receiving HOME tenant-based rental assistance must meet the housing quality standards in 24 CFR 982.401.

§ 92.252 Qualification as Affordable Housing: Rental Housing

The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the following requirements to qualify as affordable housing. The affordability requirements also apply to the HOME-assisted non-owner-occupied units in single-family housing purchased with HOME funds in accordance with § 92.254.

- a. *Rent limitation.* HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:
 - 1. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 - 2. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

- b. *Additional Rent limitations.* In rental projects with five or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by very low-income families and meet one of following rent requirements:
1. The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under (a) of this section, then the maximum rent for units under this paragraph is that calculated under paragraph (a).
 2. The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.
- c. *Initial rent schedule and utility allowances.* The participating jurisdiction must establish maximum monthly allowances for utilities and services (excluding telephone). The participating jurisdiction must review and approve rents proposed by the owner for units subject to the maximum rent limitations in paragraphs (a) or (b) of this section. For all units subject to the maximum rent limitations in paragraphs (a) or (b) of this section for which the tenant is paying utilities and services, the participating jurisdiction must ensure that the rents do not exceed the maximum rent minus the monthly allowances for utilities and services.
- d. *Nondiscrimination against rental assistance subsidy holders.* The owner cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982—Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.
- e. *Periods of Affordability.* The HOME-assisted units must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to

preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

f. Subsequent rents during the affordability period.

1. The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. HUD then provides the new maximum HOME rent limits to participating jurisdictions. Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment.
2. The participating jurisdiction must provide project owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits in paragraph (f)(1) of this section) in accordance with the written agreement between the participating jurisdiction and the owner. Owners must annually provide the participating jurisdiction with information on rents and occupancy of HOME-assisted units to demonstrate compliance with this section.
3. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

g. Adjustment of HOME rent limits for a particular project.

1. Changes in fair market rents and in median income over time should be sufficient to maintain the financial viability of a project within the HOME rent limits in this section.
 2. HUD may adjust the HOME rent limits for a project, only if HUD finds that an adjustment is necessary to support the continued financial viability of the project and only by an amount that HUD determines is necessary to maintain continued financial viability of the project. HUD expects that this authority will be used sparingly.
- h. *Tenant income.* The income of each tenant must be determined initially in accordance with § 92.203(a)(1)(i). In addition, each year during the period of affordability the project owner must re-examine each tenant's annual income in accordance with one of the options in § 92.203 selected by the participating jurisdiction. An owner of a multifamily project with an affordability period of 10 years or more who re-examines tenant's annual income through a statement and certification in accordance with § 92.203(a)(1)(ii), must examine the income of each tenant, in accordance with § 92.203(a)(1)(i), every sixth year of the affordability period. Otherwise, an owner who accepts the tenant's statement and certification in accordance with § 92.203(a)(1)(ii) is not required to examine the income of tenants in multifamily or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.
- i. *Over-income tenants.*
1. HOME-assisted units continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this section until the noncompliance is corrected.
 2. Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.
- j. *Fixed and floating HOME units.* In a project containing HOME-assisted and other units, the participating jurisdiction may designate fixed or floating HOME units. This designation must be made at the time of project commitment. Fixed units remain the same throughout the period of affordability. Floating units are changed to

maintain conformity with the requirements of this section during the period of affordability so that the total number of housing units meeting the requirements of this section remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME-assisted unit.

§ 92.253 Tenant and Participant Protections

- a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.
- b. *Prohibited lease terms.* The lease may not contain any of the following provisions:
 1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
 7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in

a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:

1. Are consistent with the purpose of providing housing for very low-income and low-income families;
2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
3. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
4. Give prompt written notification to any rejected applicant of the grounds for any rejection.

§ 92.254 Qualification as Affordable Housing: Homeownership

a. *Acquisition with or without rehabilitation.* Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

1. The housing must be single-family housing.
2. The housing must be modest housing as follows:
 - i. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.
 - ii. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.
 - iii. If a participating jurisdiction intends to use HOME funds for homebuyer

assistance or for rehabilitation of owner-occupied single-family properties, the participating jurisdiction may use the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)) (which may be obtained from the HUD Field Office) or it may determine 95 percent of the median area purchase price for single family housing in the jurisdiction, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The 95 percent of median area purchase price must be established in accordance with a market analysis which ensured that a sufficient number of recent housing sales are included in the survey. Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one-month reporting period; for 250 through 499 sales per month, a two-month reporting period; for less than 250 sales per month, at least a three-month reporting period. The data must be listed in ascending order of sales price. The address of the listed properties must include the location within the participating jurisdiction. Lot, square and subdivision data may be substituted for the street address. The housing sales data must reflect all, or nearly all, of the one-family house sales in the entire participating jurisdiction. To determine the median, take the middle sale on the list if an odd number of sales and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by .95 to determine the 95 percent of the median area purchase price. This information must be submitted to the HUD Field Office for review.

3. The housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section.
4. *Periods of affordability.* The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

5. *Resale and recapture.* To ensure affordability, the participating jurisdiction must impose either resale or recapture requirements, at its option. The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate.

- i. *Resale.* Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability, that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as its principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The period

of affordability is based on the total amount of HOME funds invested in the housing.

- A. Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.
- B. Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in

preparing a neighborhood revitalization strategy under § 91.215(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

ii. *Recapture*. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(5) of this section.

A. The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the HOME investment due, the participating jurisdiction can only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

1. *Recapture entire amount*. The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner.
2. *Reduction during affordability period*. The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.
3. *Shared net proceeds*. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the participating

jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

HOME Investment/HOME Investment + homeowner investment	× Net Proceeds =	HOME amount to be recaptured
Homeowner Investment/HOME Investment + homeowner investment	× Net Proceeds =	amount to homeowner

4. *Owner investment returned first.* The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.

5. *Amount subject to recapture.* The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.

6. *Special considerations for single-family properties with more than one unit.* If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of § 92.252 apply to assisted rental units, except that the participating jurisdiction may impose resale or recapture restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on all

assisted units continue for the period of affordability. If recapture restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the participating jurisdiction, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the requirements of § 92.252 would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of § 92.254.)

7. *Lease-purchase.* HOME funds may be used to assist homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in § 92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.

8. *Contract to purchase.* If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.

9. *Preserving affordability.*

(i) Notwithstanding § 92.214 (a)(6), to preserve the affordability of housing that was previously assisted with HOME funds and subject to the requirements of § 92.254(a), a participating jurisdiction may use additional HOME funds to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or to acquire the housing at the foreclosure sale, to undertake any necessary rehabilitation, and to provide assistance to another homebuyer. The housing must be sold to a new eligible homebuyer in accordance with the requirements of § 92.254(a). Additional HOME funds may not be used if the mortgage in default was funded with HOME funds.

(ii) The total amount of original and additional HOME assistance may not exceed the maximum per-unit subsidy amount established under § 92.250. Alternatively to charging the cost to the HOME program under § 92.206, the participating jurisdiction may charge the cost to the HOME program under § 92.207, as a

reasonable administrative cost of its HOME program, so that the additional HOME funds for the housing are not subject to the maximum per-unit subsidy amount.

- b. *Rehabilitation not involving acquisition.* Housing that is currently owned by a family qualifies as affordable housing only if:
 - 1. The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section; and
 - 2. The housing is the principal residence of an owner whose family qualifies as a low- income family at the time HOME funds are committed to the housing.
- c. *Ownership interest.* The ownership in the housing assisted under this section must meet the definition of "homeownership" in § 92.2.
- d. *New construction without acquisition.* Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion, qualifies as affordable housing if it meets the requirements under paragraph (a) of this section.

§ 92.255 Converting Rental Units to Homeownership Units for Existing Tenants

The participating jurisdiction may permit the owner of HOME-assisted rental units to convert the rental units to homeownership units by selling, donating, or otherwise conveying the units to the existing tenants to enable the tenants to become homeowners in accordance with the requirements of § 92.254. If no additional HOME funds are used to enable the tenants to become homeowners, the homeownership units are subject to a minimum period of affordability equal to the remaining affordable period if the units continued as rental units. If additional HOME funds are used to directly assist the tenants to become homeowners, the minimum period of affordability is the affordability period under § 92.254(a)(4), based on the amount of direct homeownership assistance provided.

§ 92.256 Reserved

§ 92.257 Religious Organizations

- a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Neither the federal government nor a state or local government receiving funds under HOME programs shall discriminate against an organization on the basis of the organization's religious

character or affiliation.

- b. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- c. A religious organization that participates in the HOME program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HOME-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- d. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- f. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

§ 92.258 Elder Cottage Housing Opportunity (ECHO) Units

- a. *General.* HOME funds may be used for the initial purchase and initial placement costs of elder cottage housing opportunity (ECHO) units that meet the requirements of this section, and that are small, free-standing, barrier-free, energy-efficient, removable, and designed to be installed adjacent to existing single-family dwellings.
- b. *Eligible owners.* The owner of a HOME-assisted ECHO unit may be:
1. The owner-occupant of the single-family host property on which the ECHO unit will be located;
 2. A participating jurisdiction; or
 3. A non-profit organization.
- c. *Eligible tenants.* During the affordability period, the tenant of a HOME-assisted ECHO unit must be an elderly or disabled family as defined in 24 CFR 5.403 and must also be a low-income family.
- d. *Applicable requirements.* The requirements of § 92.252 of this part apply to HOME-assisted ECHO units, with the following modifications:
1. Only one ECHO unit may be provided per host property.
 2. The ECHO unit owner may choose whether or not to charge the tenant of the ECHO unit rent, but if a rent is charged, it must meet the requirements of § 92.252.
 3. The ECHO housing must remain affordable for the period specified in § 92.252(e). If within the affordability period the original occupant no longer occupies the unit, the ECHO unit owner must:
 - i. Rent the unit to another eligible occupant on site;
 - ii. Move the ECHO unit to another site for occupancy by an eligible occupant;
or
 - iii. If the owner of the ECHO unit is the host property owner-occupant, the owner may repay the HOME funds in accordance with the recapture provisions imposed by the participating jurisdiction consistent with § 92.254(a)(5)(ii). The participating jurisdiction must use the recaptured HOME funds for additional HOME activities.
 4. The participating jurisdiction has the responsibility to enforce the project requirements applicable to ECHO units.

SUBPART G – COMMUNITY DEVELOPMENT HOUSING ORGANIZATIONS

§ 92.300 Set-aside for Community Housing Development Organizations (CHDO)

a.

1. Within 24 months after HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be developed, sponsored, or owned by community housing development organizations. For a State, the HOME allocation includes funds reallocated under § 92.451(c)(2)(i) and, for a unit of general local government, funds transferred from a State under § 92.102(b). The funds are reserved when a participating jurisdiction enters into a written agreement with the community housing development organization. The funds must be provided to a community housing development organization, its subsidiary or a partnership of which it or its subsidiary is the managing general partner. If a CHDO owns the project in partnership, it or its wholly owned for-profit or non-profit subsidiary must be the managing general partner. In acting in any of the capacities specified, the community housing development organization must have effective project control. In addition, a community housing development organization, in connection with housing it develops, sponsors or owns with HOME funds provided under this section, may provide direct homeownership assistance (e.g. downpayment assistance) and not be considered a subrecipient.
 2. The participating jurisdiction determines the form of assistance, e.g., grant or loan, that the community housing development organization receives and whether any proceeds must be returned to the participating jurisdiction or may be retained by the community housing development organization. While the proceeds the participating jurisdiction permits the community housing development organization to retain are not subject to the requirements of this part, the participating jurisdiction must specify in the written agreement with the community housing development organization whether they are to be used for HOME-eligible or other housing activities to benefit low-income families. However, funds recaptured because housing no longer meets the affordability requirements under § 92.254(a)(5)(ii) are subject to the requirements of this part in accordance with § 92.503.
- b. Each participating jurisdiction must make reasonable efforts to identify community housing development organizations that are capable, or can reasonably be expected to become capable, of carrying out elements of the jurisdiction's approved

consolidated plan and to encourage such community housing development organizations to do so. If during the first 24 months of its participation in the HOME Program a participating jurisdiction cannot identify a sufficient number of capable community housing development organizations, up to 20 percent of the minimum community housing development organization setaside of 15 percent specified in paragraph (a) of this section, above, (but not more than \$150,000 during the 24 month period) may be committed to develop the capacity of community housing development organizations in the jurisdiction.

- c. Up to 10 percent of the HOME funds reserved under this section may be used for activities specified under § 92.301.
- d. HOME funds required to be reserved under this section are subject to reduction, as provided in § 92.500(d).
- e. If funds for operating expenses are provided under § 92.208 to a community housing development organization that is not also receiving funds under paragraph (a) of this section for housing to be developed, sponsored or owned by the community housing development organization, the participating jurisdiction must enter into a written agreement with the community housing development organization that provides that the community housing development organization is expected to receive funds under paragraph (a) of this section within 24 months of receiving the funds for operating expenses, and specifies the terms and conditions upon which this expectation is based.
- f. *Limitation on community housing development organization operating funds.* A community housing development organization may not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under § 92.208.

§ 92.301 Project-specific Assistance to Community Housing Development Organizations

a. *Project-specific technical assistance and site control loans.*

- 1. *General.* Within the percentage specified in § 92.300(c), HOME funds may be used by a participating jurisdiction to provide technical assistance and site control loans to community housing development organizations in the early stages of site development for an eligible project. These loans may not exceed amounts that the participating jurisdiction determines to be customary and reasonable project preparation costs allowable under paragraph (a)(2) of this section. All costs must be related to a specific eligible project or projects.

2. *Allowable costs.* A loan may be provided to cover project costs necessary to determine project feasibility (including costs of an initial feasibility study), consulting fees, costs of preliminary financial applications, legal fees, architectural fees, engineering fees, engagement of a development team, option to acquire property, site control and title clearance. General operational expenses of the community housing development organization are not allowable costs.
3. *Repayment.* The community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in part or in whole, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the borrower.

b. Project-specific seed money loans.

1. *General.* Within the percentage specified in § 92.300(c), HOME funds may be used to provide loans to community housing development organizations to cover preconstruction project costs that the participating jurisdiction determines to be customary and reasonable, including, but not limited to the costs of obtaining firm construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and legal fees.
2. *Eligible sponsors.* A loan may be provided only to a community housing development organization that has, with respect to the project concerned, site control (evidenced by a deed, a sales contract, or an option contract to acquire the property), a preliminary financial commitment, and a capable development team.
3. *Repayment.* The community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in whole or in part, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the community housing development organization.

§ 92.302 Housing Education and Organizational Support

HUD is authorized to provide education and organizational support assistance, in conjunction with HOME funds made available to community housing development organizations in accordance with section 233 of the Act. HUD will publish a notice in the Federal Register announcing the availability of funding under this section, as appropriate. The notice need not include funding for each of the eligible activities, but may target

funding from among the eligible activities.

§ 92.303 Tenant Participation Plan

A community housing development organization that receives assistance under this part must adhere to a fair lease and grievance procedure approved by the participating jurisdiction and provide a plan for and follow a program of tenant participation in management decisions.

SUBPART H – OTHER FEDERAL REQUIREMENTS

§ 92.350 Other Federal Requirements

- a. The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
- b. The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat.108).

§ 92.351 Affirmative Marketing; Minority Outreach Program

a. *Affirmative marketing.*

1. Each participating jurisdiction must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more HOME-assisted housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance or families with tenant-based rental assistance provided with HOME funds.)
2. The affirmative marketing requirements and procedures adopted must include:
 - i. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

- ii. Requirements and practices each owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
- iii. Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations,

places of worship, employment centers, fair housing groups, or housing counseling agencies);

- iv. Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and
- v. A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

b. *Minority outreach.* A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

§ 92.352 Environmental Review

a. *General.* The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.

b. *Responsibility for review.*

- 1. The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decisionmaking, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and

related certification, except as authorized by 24 CFR part 58.

2. A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.
3. HUD will perform the environmental review, in accordance with 24 CFR part 50, for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

§ 92.353 Displacement, Relocation, and Acquisition

- a. *Minimizing displacement.* Consistent with the other goals and objectives of this part, the participating jurisdiction must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.
- b. *Temporary relocation.* The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:
 1. Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.
 2. Appropriate advisory services, including reasonable advance written notice of:
 - i. The date and approximate duration of the temporary relocation;
 - ii. The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
 - iii. The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and
 - iv. The provisions of paragraph (b)(1) of this section.
- c. *Relocation assistance for displaced persons.*
 1. *General.* A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR

part 24. A "displaced person" must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

2. Displaced Person.

- i. For purposes of paragraph (c) of this section, the term displaced person means a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:
 - A. After notice by the owner to move permanently from the property, if the move occurs on or after:
 1. The date of the submission of an application to the participating jurisdiction or HUD, if the applicant has site control and the application is later approved; or
 2. The date the jurisdiction approves the applicable site, if the applicant does not have site control at the time of the application; or
 - B. Before the date described in paragraph (c)(2)(i)(A) of this section, if the jurisdiction or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or
 - C. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

- i. The tenant's monthly rent before such agreement and estimated average monthly utility costs; or
 - ii. The total tenant payment, as determined under 24 CFR 5.613, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income; or
 2. The tenant is required to relocate temporarily, does not return to the building/complex, and either:
 - i. The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or
 - ii. Other conditions of the temporary relocation are not reasonable; or
 3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.
- ii. Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a displaced person if:
- A. The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the participating jurisdiction determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.
 - B. The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the project;
 - C. The person is ineligible under 49 CFR 24.2(g)(2); or
 - D. HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

iii. The jurisdiction may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

3. *Initiation of negotiations.* For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term initiation of negotiations means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

d. *Optional relocation assistance.* The participating jurisdiction may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The jurisdiction may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by State or local law, the jurisdiction must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

e. *Residential antidisplacement and relocation assistance plan.* The participating jurisdiction shall comply with the requirements of 24 CFR part 42, subpart C.

f. *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.

g. *Appeals.* A person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

§ 92.354 Labor

a. *General.*

1. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and

Safety Standards Act (40 U.S.C. 327-332).

2. The contract for construction must contain these wage provisions if HOME funds are used for any project costs in § 92.206, including construction or nonconstruction costs, of housing with 12 or more HOME-assisted units. When HOME funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.
 3. Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.
- b. *Volunteers.* The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.
 - c. *Sweat equity.* The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

§ 92.355 Lead-based paint

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

[64 FR 50224, Sept. 15, 1999]

§ 92.356 Conflict of Interest

- a. *Applicability.* In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- b. *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decisionmaking process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- c. *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.
- d. *Exceptions: Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:
1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 2. An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- e. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:
1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 2. Whether the person affected is a member of a group or class of low-income

persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

3. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;
4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
5. Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
6. Any other relevant considerations.

f. Owners and Developers.

1. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
2. *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:
 - i. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - ii. Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;

- iii. Whether the tenant protection requirements of § 92.253 are being observed;
- iv. Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and
- v. Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

§ 92.357 Executive Order 12372

- a. *General.* Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.
- b. *Applicability.* Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under subpart J of this part to units of general local government.

§ 92.358 Consultant Activities

No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

SUBPART I – TECHNICAL ASSISTANCE

§ 92.400 Coordinated Federal Support for Housing Strategies

- a. *General.* HUD will provide assistance in accordance with Subtitle C of the Act.
- b. *Notice of funding.* HUD will publish a notice in the Federal Register announcing the availability of funding under this section as appropriate.

SUBPART J – REALLOCATIONS

§ 92.450 General

- a. This subpart J sets out the conditions under which HUD reallocates HOME funds that have been allocated, reserved, or placed in a HOME Investment Trust Fund.
- b. A jurisdiction that is not a participating jurisdiction but is meeting the requirements of §§ 92.102, 92.103, and 92.104, (participation threshold, notice of intent, and submission of consolidated plan) is treated as a participating jurisdiction for purposes of receiving a reallocation under subpart J of this part.

§ 92.451 Reallocation of HOME Funds from a Jurisdiction that Is Not Designated a Participating Jurisdiction or Has Its Designation Revoked

- a. *Failure to be designated a participating jurisdiction.* HUD will reallocate, under this section, any HOME funds allocated to or reserved for a jurisdiction that is not a participating jurisdiction if:
 1. HUD determines that the jurisdiction has failed to:
 - i. Meet the participation threshold amount in § 92.102;
 - ii. Provide notice of its intent to become a participating jurisdiction in accordance with § 92.103; or
 - iii. Submit its consolidated plan, in accordance with 24 CFR part 91; or
 2. HUD after providing for amendments and resubmissions in accordance with 24 CFR part 91 disapproves the jurisdiction's consolidated plan.
- b. *Designation revoked.* HUD will reallocate, under this section, any funds remaining in a jurisdiction's HOME Investment Trust Fund after HUD has revoked the jurisdiction's designation as a participating jurisdiction under § 92.107.
- c. *Manner of reallocation.* HUD will reallocate funds that are subject to reallocation under this section in the following manner:
 1. If the funds to be reallocated under this section are from a State, HUD will:
 - i. Make the funds available by competition in accordance with criteria in § 92.453 among applications submitted by units of general local government within the State and with preference being given to applications from units of general local government that are not participating jurisdictions, and

- ii. Reallocate the remainder by formula in accordance with § 92.454.
2. If the funds to be reallocated are from a unit of general local government:
- i. Located in a State that is participating jurisdiction, HUD will reallocate the funds to that State. The State, in distributing these funds, must give preference to the provision of affordable housing within the unit of general local government; or
 - ii. Located in a State that is not a participating jurisdiction, HUD will reallocate the funds by competition among units of general local government and community housing development organizations within the State, with priority going to applications for affordable housing within the unit of general local government; and reallocate the remainder by formula in accordance with § 92.454.

§ 92.452 Reallocation of Community Housing Development Organization Set-aside

HUD will reallocate, under this section, any HOME funds reduced or recaptured by HUD from a participating jurisdiction's HOME Investment Trust Fund under § 92.300(d). HUD will reallocate these funds by competition in accordance with criteria in § 92.453 to other participating jurisdictions for affordable housing developed, sponsored, or owned by community housing development organizations.

§ 92.453 Criteria for Competitive Reallocations

- a. HUD will invite applications through FEDERAL REGISTER publication of a Notice of Funding Availability (NOFA), in accordance with section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and the requirements of sec. 217(c) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)), for HOME funds that become available for competitive reallocation under § 92.451 or § 92.452, or both. The NOFA will describe the application requirements and procedures, including the total funding available for the competition and any maximum amount of individual awards. The NOFA will also describe the selection criteria and any special factors to be evaluated in awarding points under the selection criteria.
- b. The NOFA will include the selection criteria at sec. 217(c) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)), with the following maximum number of points awarded for each category of criteria:
 - 1. *Commitment.* Up to 25 points for the criteria at sec. 217(c)(1) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)(1));

2. *Actions.* Up to 50 points for the criteria at sec. 217(c)(2) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)(2)); and
3. *Policies.* Up to 25 points for the criteria at sec. 217(c)(3) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)(3)).

§ 92.454 Reallocations by Formula

a. HUD will reallocate under this section:

1. Any HOME funds remaining available for reallocation after HUD has made competitive reallocations under § 92.451 and § 92.452;
2. Any HOME funds available for reallocation because HUD reduced or recaptured funds from participating jurisdiction under § 92.500(d) for failure to commit the funds within the time specified;
3. Any HOME funds withdrawn by HUD from a participating jurisdiction under 24 CFR 91.520(f) for failure to submit in a timely manner a performance report required by 24 CFR 91.520 that is satisfactory to HUD; and
4. Any HOME funds remitted to HUD under § 92.503(b) when a jurisdiction ceases to be a participating jurisdiction.

b. Any reallocation of funds from a State must be made only among all participating States, and any reallocation of funds from units of general local government must be made only among all participating units of general local government, except those participating jurisdictions that HUD has removed from participating in reallocations under § 92.552.

c. A local participating jurisdiction's share of a reallocation is calculated by multiplying the amount available for reallocation to units of general local government by a factor that is that ratio of the participating jurisdiction's formula allocation provided under § 92.50 to the total of the formula allocations provided for all local participating jurisdictions sharing in the reallocation. A State participating jurisdiction's share is comparably determined using the amount available for reallocation to States.

d. HUD will make reallocations under this section quarterly, unless the amount available for such reallocation is insufficient to warrant making a reallocation. In any event, HUD will make a reallocation under this section at least once a year. The minimum amount of a reallocation is \$1000.

SUBPART K – PROGRAM ADMINISTRATION

§ 92.500 The HOME Investment Trust Fund

- a. *General.* A HOME Investment Trust Fund consists of the accounts described in this section solely for investment in accordance with the provisions of this part. HUD will establish a HOME Investment Trust Fund United States Treasury account for each participating jurisdiction. Each participating jurisdiction may use either a separate local HOME Investment Trust Fund account or, a subsidiary account within its general fund (or other appropriate fund) as the local HOME Investment Trust Fund account.
- b. *Treasury Account.* The United States Treasury account of the HOME Investment Trust Fund includes funds allocated to the participating jurisdiction under § 92.50 (including for a local participating jurisdiction, any transfer of the State's allocation pursuant to § 92.102(b)(2)) and funds reallocated to the participating jurisdiction, either by formula or by competition, under subpart J of this part; and
- c. *Local Account.*
1. The local account of the HOME Investment Trust Fund includes deposits of HOME funds disbursed from the Treasury account; the deposit of any State funds (other than HOME funds transferred pursuant to § 92.102(b)(2)) or local funds that enable the jurisdiction to meet the participating threshold amount in § 92.102; any program income (from both the allocated funds and matching contributions in accordance with the definition of program income); and any repayments or recaptured funds as required by § 92.503.
 2. The participating jurisdiction may establish a second local account of the HOME Investment Trust Funds if:
 - i. The participating jurisdiction has its own affordable housing trust fund that the participating jurisdiction will use for matching contributions to the HOME program;
 - ii. The statute or local ordinance requires repayments from its own trust fund to be made to the trust fund;
 - iii. The participating jurisdiction establishes a separate account within its own trust fund for repayments of the matching contributions; and
 - iv. The funds in the account are used solely for investment in eligible activities within the participating jurisdiction's boundaries in accordance with the provisions of this part, except as provided under § 92.201(a)(2).

3. The funds in the local account cannot be used for the matching contribution and do not need to be matched.

d.

1. *Reductions.* HUD will reduce or recapture HOME funds in the HOME Investment Trust Fund by the amount of:

- A. Any funds in the United States Treasury account that are required to be reserved (i.e., 15 percent of the funds) by a participating jurisdiction under § 92.300 that are not reserved for a community housing development organization pursuant to a written agreement within 24 months after the last day of the month in which HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnership Agreement;

- B. Any funds in the United States Treasury account that are not committed within 24 months after the last day of the month in which HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnership Agreement;

- C. Any funds in the United States Treasury account that are not expended within five years after the last day of the month in which HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnership Agreement; and

- D. Any penalties assessed by HUD under § 92.552 of this part.

2. For purposes of determining the amount by which the HOME Investment Trust Fund will be reduced or recaptured under paragraphs (d)(1)(A), (B) and (C), HUD will consider the sum of commitments to CHDOs, commitments, or expenditures, as applicable, from the fiscal year allocation being examined from and from subsequent allocations. This sum must be equal to or greater than the amount of the fiscal year allocation being examined, or in the case of commitments to CHDOs, 15 percent of that fiscal year allocation.

§ 92.501 HOME Investment Partnership Agreement

Allocated and reallocated funds will be made available pursuant to a HOME Investment Partnership Agreement. The agreement ensures that HOME funds invested in affordable housing are repayable if the housing ceases to qualify as affordable housing before the period of affordability expires.

§ 92.502 Program Disbursement and Information System

- a. *General.* The HOME Investment Trust Fund account established in the United States Treasury is managed through a computerized disbursement and information system established by HUD. The system disburses HOME funds that are allocated or reallocated, and collects and reports information on the use of HOME funds in the

United States Treasury account. [For purposes of reporting in the Integrated Disbursement and Information System, a HOME project is an activity.]

b. Project set-up.

1. After the participating jurisdiction executes the HOME Investment Partnership Agreement, submits the applicable banking and security documents, complies with the environmental requirements under 24 CFR part 58 for release of funds and commits funds to a specific local project, the participating jurisdiction may identify (set up) specific investments in the disbursement and information system. Investments that require the set-up of projects in the system are the acquisition, new construction, or rehabilitation of housing, and the provision of tenant-based rental assistance. The participating jurisdiction is required to enter complete project set-up information at the time of project set-up.
2. If the project set-up information is not completed within 20 days of the project set-up call, the project may be canceled by the system. In addition, a project which has been committed in the system for 12 months without an initial disbursement of funds may be canceled by the system.

c. Disbursement of HOME funds.

1. After complete project set-up information is entered into the disbursement and information system, HOME funds for the project may be drawn down from the United States Treasury account by the participating jurisdiction by electronic funds transfer. The funds will be deposited in the local account of the HOME Investment Trust Fund of the participating jurisdiction within 48 to 72 hours of the disbursement request. Any drawdown of HOME funds from the United States Treasury account is conditioned upon the provision of satisfactory information by the participating jurisdiction about the project or tenant-based rental assistance and compliance with other procedures, as specified by HUD.
2. HOME funds drawn from the United States Treasury account must be expended for eligible costs within 15 days. Any interest earned within the 15 day period may be retained by the participating jurisdiction as HOME funds. Any funds that are drawn down and not expended for eligible costs within 15 days of the disbursement must be returned to HUD for deposit in the participating jurisdiction's United States Treasury account of the HOME Investment Trust Fund. Interest earned after 15 days belongs to the United States and must be remitted promptly, but at least quarterly, to HUD, except that a local participating jurisdiction may retain interest amounts up to \$100 per year for administrative expenses and States are subject to the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.).
3. HOME funds in the local account of the HOME Investment Trust Fund must be disbursed before requests are made for HOME funds in the United States

Treasury account.

4. A participating jurisdiction will be paid on an advance basis provided it complies with the requirements of this part.

d. Project completion.

1. Complete project completion information must be entered into the disbursement and information system, or otherwise provided, within 120 days of the final project drawdown. If satisfactory project completion information is not provided, HUD may suspend further project set-ups or take other corrective actions.
2. Additional HOME funds may be committed to a project up to one year after project completion, but the amount of HOME funds in the project may not exceed the maximum per-unit subsidy amount established under § 92.250.

e. Access by other participants. Access to the disbursement and information system by other entities participating in the HOME program (e.g., State recipients) will be governed by procedures established by HUD.

§ 92.503 Program Income, Repayments, and Recaptured Funds

a. Program income.

1. Program income must be used in accordance with the requirements of this part. Program income must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the State recipient or subrecipient to retain the program income for additional HOME projects pursuant to the written agreement required by § 92.504.
2. If the jurisdiction is not a participating jurisdiction when the program income is received, the funds are not subject to the requirements of this part.
3. Program income derived from consortium activities undertaken by or within a member unit of general local government which thereafter terminates its participation in the consortium continues to be program income of the consortium.

b. Repayments.

1. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid by the participating jurisdiction in accordance with paragraph (b)(3) of this section.

2. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by the participating jurisdiction in accordance with paragraph (b)(3) of this section except for repayments of project specific community housing development organization loans which are waived in accordance with §§ 92.301(a)(3) and 92.301(b)(3).
 3. If the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund Treasury account, they must be repaid to the Treasury account. If the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund local account, they must be repaid to the local account. If the jurisdiction is not a participating jurisdiction when the repayment is made, the funds must be remitted to HUD and reallocated in accordance with § 92.454.
- c. *Recaptures.* HOME funds recaptured in accordance with § 92.254(a)(5)(ii) must be used in accordance with the requirements of this part. Recaptured funds must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the State recipient, subrecipient, or community housing development organization to retain the recaptured funds for additional HOME projects pursuant to the written agreement required by § 92.504. If the jurisdiction is not a participating jurisdiction when the recaptured funds are received, the funds must be remitted to HUD and reallocated in accordance with § 92.454.

§ 92.504 Participating Jurisdiction Responsibilities; Written Agreements; On-site Inspection

- a. *Responsibilities.* The participating jurisdiction is responsible for managing the day to day operations of its HOME program, ensuring that HOME funds are used in accordance with all program requirements and written agreements, and taking appropriate action when performance problems arise. The use of State recipients, subrecipients, or contractors does not relieve the participating jurisdiction of this responsibility. The performance of each contractor and subrecipient must be reviewed at least annually.
- b. *Executing a written agreement.* Before disbursing any HOME funds to any entity, the participating jurisdiction must enter into a written agreement with that entity. Before disbursing any HOME funds to any entity, a State recipient, subrecipient, or contractor which is administering all or a part of the HOME program on behalf of the participating jurisdiction, must also enter into a written agreement with that entity. The written agreement must ensure compliance with the requirements of this part.
- c. *Provisions in written agreements.* The contents of the agreement may vary depending upon the role the entity is asked to assume or the type of project undertaken. This

section details basic requirements by role and the minimum provisions that must be included in a written agreement.

1. *State recipient.* The provisions in the written agreement between the State and a State recipient will depend on the program functions that the State specifies the State recipient will carry out in accordance with § 92.201(b).
 - i. *Use of the HOME funds.* The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for the State to effectively monitor performance under the agreement.
 - ii. *Affordability.* The agreement must require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
 - iii. *Program income.* The agreement must state if program income is to be remitted to the State or to be retained by the State recipient for additional eligible activities.
 - iv. *Uniform administrative requirements.* The agreement must require the State recipient to comply with applicable uniform administrative requirements, as described in § 92.505.
 - v. *Project requirement.* The agreement must require compliance with project requirements in subpart F of this part, as applicable in accordance with the type of project assisted.
 - vi. *Other program requirements.* The agreement must require the State recipient to carry out each activity in compliance with all Federal laws and regulations described in subpart H of this part, except that the State recipient does not assume the State's responsibilities for release of funds under § 92.352 and the intergovernmental review process in § 92.357 does not apply to the State recipient.
 - vii. *Affirmative marketing.* The agreement must specify the State recipient's affirmative marketing responsibilities in accordance with § 92.351, if the HOME funds received by the State recipient will be used for housing containing five or more assisted units.
 - viii. *Requests for disbursement of funds.* The agreement must specify that the State recipient may not request disbursement of HOME 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. Program income must be disbursed before the State recipient requests funds from

the State.

- ix. *Records and reports.* The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the State in meeting its recordkeeping and reporting requirements.
 - x. *Enforcement of the agreement.* The agreement must provide for a means of enforcement of affordable housing requirements by the State or the intended beneficiaries, if the State recipient will be the owner at project completion of the affordable housing. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the HOME requirements. The agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the State recipient materially fails to comply with any term of the agreement. The State may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.
 - xi. If the State recipient provides funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors who are providing services to the State recipient, the State recipient must have a written agreement with such entities which meets the requirements of this section.
 - xii. *Duration of the agreement.* The duration of the agreement will depend on which functions the State recipient performs (e.g., whether the State recipient or the State has responsibility for monitoring rental projects for the period of affordability) and which activities are funded under the agreement.
2. *Subrecipient.* A subrecipient is a public agency or nonprofit selected by the participating jurisdiction to administer all or a portion of the participating jurisdiction's HOME Program. The agreement between the participating jurisdiction and the subrecipient must include:
- i. *Use of the HOME funds.* The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, a budget, and the period of the agreement. These items must be in sufficient detail to provide a sound basis for the participating jurisdiction effectively to monitor performance under the agreement.
 - ii. *Program income.* The agreement must state if program income is to be remitted to the participating jurisdiction or to be retained by the

subrecipient for additional eligible activities.

- iii. *Uniform administrative requirements.* The agreement must require the subrecipient to comply with applicable uniform administrative requirements, as described in § 92.505.
- iv. *Other program requirements.* The agreement must require the subrecipient to carry out each activity in compliance with all Federal laws and regulations described in subpart H of this part, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.
- v. *Affirmative marketing.* The agreement must specify the subrecipient's affirmative marketing responsibilities in accordance with § 92.351, if the HOME funds administered by the subrecipient will be used for housing containing five or more assisted units.
- vi. *Requests for disbursement of funds.* The agreement must specify that the subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.
- vii. *Reversion of assets.* The agreement must specify that upon expiration of the agreement, the subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
- viii. *Records and reports.* The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the participating jurisdiction in meeting its recordkeeping and reporting requirements.
- ix. *Enforcement of the agreement.* The agreement must specify remedies for breach of the provisions of the agreement. The agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the subrecipient materially fails to comply with any term of the agreement. The participating jurisdiction may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.
- x. If the subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the subrecipient must have a written agreement which meets the requirements of this section.

3. *For-profit or nonprofit housing owner, sponsor or developer (other than single-family owner-occupant).*

- i. *Use of the HOME funds.* The agreement between the participating jurisdiction and a for-profit or non-profit housing owner, sponsor or developer must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for the participating jurisdiction to effectively monitor performance under the agreement.
- ii. *Affordability.* The agreement must require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period. If the owner or developer is undertaking rental projects, the agreement must establish the initial rents and the procedures for rent increases. If the owner or developer is undertaking homeownership projects for sale to homebuyers in accordance with § 92.254(a), the agreement must set forth the resale or recapture requirements which must be imposed on the housing.
- iii. *Project requirements.* The agreement must require compliance with project requirements in subpart F of this part, as applicable in accordance with the type of project assisted.
- iv. *Property standards.* The agreement must require the housing to meet the property standards in § 92.251 and the lead-based paint requirements in part 35, subparts A, B, J, K, M and R of this title, upon project completion. The agreement must also require owners of rental housing assisted with HOME funds to maintain the housing in compliance with § 92.251 for the duration of the affordability period.
- v. *Other program requirements.* The agreement must require the owner, developer or sponsor to carry out each project in compliance with the following requirements of subpart H of this part:
 - A. If the project contains 5 or more HOME-assisted units, the agreement must specify the owner or developer's affirmative marketing responsibilities as enumerated by the participating jurisdiction in accordance with § 92.351.
 - B. The federal requirements and nondiscrimination established in § 92.350.
 - C. Any displacement, relocation, and acquisition requirements imposed by

the participating jurisdiction consistent with § 92.353.

D. The labor requirements in § 92.354.

E. The conflict of interest provisions prescribed in § 92.356(f).

vi. *Records and reports.* The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the participating jurisdiction in meeting its recordkeeping and reporting requirements.

vii. *Enforcement of the agreement.* The agreement must provide for a means of enforcement of the affordable housing requirements by the participating jurisdiction or the intended beneficiaries. This means of enforcement may include liens on real property, deed restrictions or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the provisions of the agreement.

viii. *Requests for disbursement of funds.* The agreement must specify that the developer may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

ix. *Duration of the agreement.* The agreement must specify the duration of the agreement. If the housing assisted under this agreement is rental housing, the agreement must be in effect through the affordability period required by the participating jurisdiction under § 92.252. If the housing assisted under this agreement is homeownership housing, the agreement must be in effect at least until completion of the project and ownership by the low-income family.

x. *Community housing development organization provisions.* If the nonprofit owner or developer is a community housing development organization and is using set-aside funds under § 92.300, the agreement must include the appropriate provisions under §§ 92.300 and 92.301.

4. *Contractor.* The participating jurisdiction selects a contractor through applicable procurement procedures and requirements. The contractor provides goods or services in accordance with a written agreement (the contract). For contractors who are administering all or a portion of the HOME program, the contract must include at a minimum the following provisions:

i. *Use of the HOME funds.* The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, a budget, and the length of the agreement.

ii. *Program requirements.* The agreement must provide that the contractor is subject to the requirements in Part 92 that are applicable to the participating jurisdiction, except §§ 92.505 and 92.506 do not apply, and the contractor cannot assume the participating jurisdiction responsibilities for environmental review, decisionmaking, and action under § 92.352. Where the contractor is administering only a portion of the program, the agreement must list the requirements applicable to the activities the contractor is administering.

iii. *Duration of agreement.* The agreement must specify the duration of the contract. Generally, the duration of a contract should not exceed two years.

5. *Homebuyer, homeowner or tenant receiving tenant-based rental or security deposit assistance.* When a participating jurisdiction provides assistance to a homebuyer, homeowner or tenant the written agreement may take many forms depending upon the nature of assistance. As appropriate, it must include as a minimum:

i. For homebuyers, the agreement must conform to the requirements in § 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the resale or recapture provisions. The agreement must specify the amount of HOME funds, the form of assistance, e.g., grant, amortizing loan, deferred payment loan, the use of the funds (e.g., down-payment, closing costs, rehabilitation) and the time by which the housing must be acquired.

ii. For homeowners, the agreement must conform to the requirements in § 92.254(b) and specify the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met.

iii. For tenants, the rental assistance contract or the security deposit contract must conform to §§ 92.209 and 92.253.

d. *On site inspections.*

1. *HOME assisted rental housing.* During the period of affordability, the participating jurisdiction must perform on-site inspections of HOME-assisted rental housing to determine compliance with the property standards of § 92.251 and to verify the information submitted by the owners in accordance with the requirements of § 92.252 no less than: every three years for projects containing 1 to 4 units; every two years for projects containing 5 to 25 units; and every year for projects containing 26 or more units. Inspections must be based on a sufficient sample of units.

2. *Tenant-based rental assistance.* The participating jurisdiction must perform

annual on-site inspections of rental housing occupied by tenants receiving HOME-assisted TBRA to determine compliance with the property standards of § 92.251.

§ 92.505 Applicability of Uniform Administrative Requirements

- a. *Governmental entities.* The requirements of OMB Circular No. A-87 and the following requirements of 24 CFR part 85 apply to the participating jurisdiction, State recipients, and any governmental subrecipient receiving HOME funds: §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52.
- b. *Non-profit organizations.* The requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations that are not governmental subrecipients: §§ 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.
- c. OMB Circulars referenced in this part may be obtained from: Executive Office of the President, Publication Service, 725 17th Street, N.W., Suite G-2200, Washington, DC 20503; telephone: (202) 395-7332.

§ 92.506 Audit

Audits of the participating jurisdiction, State recipients, and subrecipients must be conducted in accordance with 24 CFR 84.26 and 85.26.

§ 92.507 Closeout

HOME funds will be closed out in accordance with procedures established by HUD.

§ 92.508 Recordkeeping

- a. *General.* Each participating jurisdiction must establish and maintain sufficient records to enable HUD to determine whether the participating jurisdiction has met the requirements of this part. At a minimum, the following records are needed:
 1. *Records concerning designation as a participating jurisdiction.*
 - i. For a consortium, the consortium agreement among the participating member units of general local government as required by § 92.101.
 - ii. For a unit of general local government receiving a formula allocation of less

than \$750,000 (or less than \$500,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part), records demonstrating that funds have been made available (either by the State or the unit of general local government, or both) equal to or greater than the difference between its formula allocation and \$750,000 (or \$500,000 in fiscal years

in which Congress appropriates less than \$1.5 billion) as required by § 92.102(b).

2. Program records.

- i. Records of the efforts to maximize participation by the private sector as required by § 92.200.
- ii. The forms of HOME assistance used in the program, including any forms of investment described in the Consolidated Plan under 24 CFR part 91 which are not identified in § 92.205(b).
- iii. The subsidy layering guidelines adopted in accordance with § 92.250 which support the participating jurisdiction's Consolidated Plan certification.
- iv. If existing debt is refinanced for multi-family rehabilitation projects, the refinancing guidelines established in accordance with § 92.206(b), described in the Consolidated Plan.
- v. If HOME funds are used for tenant-based rental assistance, records supporting the participating jurisdiction's Consolidated Plan certification in accordance with 92.209(b), including documentation of the local market conditions that led to the choice of this option; written selection policies and criteria; supporting documentation for preferences for specific categories of individuals with disabilities; and records supporting the rent standard and minimum tenant contribution established in accordance with § 92.209(h).
- vi. If HOME funds are used for tenant-based rental assistance or rental housing, records evidencing that not less than 90 percent of the families receiving such rental assistance meet the income requirements of § 92.216.
- vii. If HOME funds are used for homeownership housing, the procedures used for establishing 95 percent of the median purchase price for the area in accordance with § 92.254(a)(2), in the Consolidated Plan.
- viii. If HOME funds are used for acquisition of housing for homeownership, the resale or recapture guidelines established in accordance with § 92.254(a)(5), in the Consolidated Plan.
- ix. Records demonstrating compliance with the matching requirements of § 92.218 through § 92.222 including a running log and project records documenting the type and amount of match contributions by project.
- x. Records documenting compliance with the 24 month commitment deadline of § 92.500(d).

- xi. Records demonstrating compliance with the fifteen percent CHDO set-aside requirement of § 92.300(a).
- xii. Records documenting compliance with the ten percent limitation on administrative and planning costs in accordance with § 92.207.

3. *Project records.*

- i. A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.
- ii. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
- iii. Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).
- iv. Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.
- v. Records demonstrating that each family is income eligible in accordance with § 92.203.
- vi. Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of § 92.209(c), including the tenant preference requirements, the rent reasonableness requirements of § 92.209(f), the maximum subsidy provisions of § 92.209(h), HQS inspection reports, and calculation of the HOME subsidy.
- vii. Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.
- viii. Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).
- ix. Records demonstrating that each lease for a tenant receiving tenant-based rental assistance and for an assisted rental housing unit complies with the tenant and participant protections of § 92.253. Records must be kept for each family.
- x. Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95

percent of the median purchase price for the area in accordance with

§ 92.254(a)(2). The records must demonstrate how the estimated value was determined.

- xi. Records demonstrating that each homeownership project meets the affordability requirements of § 92.254 for the required period.
- xii. Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.
- xiii. Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

4. Community Housing Development Organizations (CHDOs) Records.

- i. Written agreements reserving HOME funds to CHDOs in accordance with § 92.300(a).
- ii. Records setting forth the efforts made to identify and encourage CHDOs, as required by § 92.300(b).
- iii. The name and qualifications of each CHDO and amount of HOME CHDO set-aside funds reserved and committed.
- iv. Records demonstrating that each CHDO complies with the written agreements required by § 92.504.
- v. Records concerning the use of CHDO setaside funds, including funds used to develop CHDO capacity pursuant to § 92.300(b).
- vi. Records concerning the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of § 92.208, § 92.300(e) and § 92.300(f).
- vii. Records concerning the tenant participation plan required by § 92.303.
- viii. Records concerning project-specific assistance to CHDOs pursuant to § 92.301, including the impediments to repayment, if repayment is waived.

5. Financial records.

- i. Records identifying the source and application of funds for each fiscal year, including the formula allocation, any reallocation (identified by federal fiscal year appropriation), and any State or local funds provided under § 92.102(b).
- ii. Records concerning the HOME Investment Trust Fund Treasury account and

local account required to be established and maintained by § 92.500, including deposits, disbursements, balances, supporting documentation and any other information required by the program disbursement and information system established by HUD.

- iii. Records identifying the source and application of program income, repayments and recaptured funds.
- iv. Records demonstrating adequate budget control, in accordance with 24 CFR 85.20, including evidence of periodic account reconciliations.

6. Program administration records.

- i. Records demonstrating compliance with the written agreements required by § 92.504.
- ii. Records demonstrating compliance with the applicable uniform administrative requirements required by § 92.505.
- iii. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

7. Records concerning other Federal requirements.

i. Equal opportunity and fair housing records.

- A. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.
- B. Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u).
- C. Documentation of the actions the participating jurisdiction has taken to affirmatively further fair housing.

ii. Affirmative marketing and MBE/WBE records.

- A. Records demonstrating compliance with the affirmative marketing procedures and requirements of § 92.351.
- B. Documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a

contract or subcontract of \$25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

- iii. Records demonstrating compliance with the environmental review requirements of § 92.352 and 24 CFR part 58, including flood insurance requirements.
- iv. Records demonstrating compliance with the requirements of § 92.353 regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date described in § 92.353(c)(2)(i)(A), moving into the property on or after the date described in § 92.353(c)(2)(i)(A), and occupying the property upon completion of the project.
- v. Records demonstrating compliance with the labor requirements of § 92.354, including contract provisions and payroll records.
- vi. Records demonstrating compliance with the lead-based paint requirements of part 35, subparts A, B, J, K, M and R of this title.
- vii. Records supporting exceptions to the conflict of interest prohibition pursuant to § 92.356.
- viii. Debarment and suspension certifications required by 24 CFR parts 24 and 91.
- ix. Records concerning intergovernmental review, as required by § 92.357.

b. *States with State Recipients.* A State that distributes HOME funds to State recipients must require State recipients to keep the records required by paragraphs (a)(2), (a)(3), (a)(5), (a)(6) and (a)(7) of this section, and such other records as the State determines to be necessary to enable the State to carry out its responsibilities under this part. The State need not duplicate the records kept by the State recipients. The State must keep records concerning its review of State recipients required under § 92.201(b)(3).

c. *Period of record retention.* All records pertaining to each fiscal year of HOME funds must be retained for the most recent five year period, except as provided below.

- 1. For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications,

project rents and project inspections must be retained for the most recent five year period, until five years after the affordability period terminates.

2. For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.
3. For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.
4. Written agreements must be retained for five years after the agreement terminates.
5. Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with § 92.353.
6. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

d. *Access to records.*

1. The participating jurisdiction must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.
2. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdiction, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts.

§ 92.509 Performance Reports

- a. *Management reports.* Each participating jurisdiction must submit management reports on its HOME Investment Partnerships Program in such format and at such time as HUD may prescribe.
- b. *Annual performance report.* For annual performance report requirements, see 24 CFR part 91.

SUBPART L – PERFORMANCE REVIEWS AND SANCTIONS

§ 92.550 Performance Reviews

- a. *General.* HUD will review the performance of each participating jurisdiction in carrying out its responsibilities under this part whenever determined necessary by HUD, but at least annually. In conducting performance reviews, HUD will rely primarily on information obtained from the participating jurisdiction's and, as appropriate, the State recipient's records and reports, findings from on-site monitoring, audit reports, and information generated from the disbursement and information system established by HUD. Where applicable, HUD may also consider relevant information pertaining to a participating jurisdiction's or State recipient's performance gained from other sources, including citizen comments, complaint determinations, and litigation. Reviews to determine compliance with specific requirements of this part will be conducted as necessary, with or without prior notice to the participating jurisdiction or State recipient. Comprehensive performance reviews under the standards in paragraph (b) of this section will be conducted after prior notice to the participating jurisdiction.
- b. *Standards for comprehensive performance review.* A participating jurisdiction's performance will be comprehensively reviewed periodically, as prescribed by HUD, to determine:
1. For local participating jurisdictions and State participating jurisdictions administering their own HOME programs, whether the participating jurisdiction has committed the HOME funds in the United States Treasury account as required by § 92.500 and expended the funds in the United States Treasury account as required by § 92.500, and has met the requirements of this part, particularly eligible activities, income targeting, affordability, and matching requirements; or
 2. For State participating jurisdictions distributing HOME funds to State recipients, whether the State has met the matching contribution and other requirements of this part; has distributed the funds in accordance with the requirements of this part; and has made such reviews and audits of its State recipients as may be appropriate to determine whether they have satisfied the requirements of paragraph (b)(1) of this section.

§ 92.551 Corrective and Remedial Actions

- a. *General.* HUD will use the procedures in this section in conducting the performance review as provided in § 92.550 and in taking corrective and remedial actions.

b. Performance review.

1. If HUD determines preliminarily that the participating jurisdiction has not met a requirement of this part, the participating jurisdiction will be given notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days) and on the basis of substantial facts and data, that it has done so.
2. If the participating jurisdiction fails to demonstrate to HUD's satisfaction that it has met the requirement, HUD will take corrective or remedial action in accordance with this section or § 92.552.

c. Corrective and remedial actions. Corrective or remedial actions for a performance deficiency (failure to meet a provision of this part) will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence.

1. HUD may instruct the participating jurisdiction to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency, including:
 - i. Preparing and following a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
 - ii. Establishing and following a management plan that assigns responsibilities for carrying out the remedial actions;
 - iii. Canceling or revising activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;
 - iv. Reprogramming HOME funds that have not yet been expended from affected activities to other eligible activities;
 - v. Reimbursing its HOME Investment Trust Fund in any amount not used in accordance with the requirements of this part;
 - vi. Suspending disbursement of HOME funds for affected activities; and
 - vii. Making matching contributions as draws are made from the participating jurisdiction's HOME Investment Trust Fund United States Treasury Account.
2. HUD may also change the method of payment from an advance to reimbursement basis; and take other remedies that may be legally available.

§ 92.552 Notice and Opportunity for Hearing; Sanctions

- a. If HUD finds after reasonable notice and opportunity for hearing that a participating jurisdiction has failed to comply with any provision of this part and until HUD is satisfied that there is no longer any such failure to comply:
 1. HUD shall reduce the funds in the participating jurisdiction's HOME Investment Trust Fund by the amount of any expenditures that were not in accordance with the requirements of this part; and
 2. HUD may do one or more of the following:
 - i. Prevent withdrawals from the participating jurisdiction's HOME Investment Trust Fund for activities affected by the failure to comply;
 - ii. Restrict the participating jurisdiction's activities under this part to activities that conform to one or more model programs which HUD has developed in accordance with section 213 of the Act;
 - iii. Remove the participating jurisdiction from participation in allocations or reallocations of funds made available under subpart B or J of this part;
 - iv. Require the participating jurisdiction to make matching contributions in amounts required by § 92.218(a) as HOME funds are drawn from the participating jurisdiction's HOME Investment Trust Fund United States Treasury Account. Provided, however, that HUD may on due notice suspend payments at any time after the issuance of a notice of opportunity for hearing pursuant to paragraph (b)(1) of this section, pending such hearing and a final decision, to the extent HUD determines such action necessary to preclude the further expenditure of funds for activities affected by the failure to comply.
- b. Proceedings. When HUD proposes to take action pursuant to this section, the respondent in the proceedings will be the participating jurisdiction or, at HUD's option, the State recipient. Proceedings will be conducted in accordance with 24 CFR part 26, subpart B.

SUBPART M – AMERICAN DREAM DOWNPAYMENT INITIATIVE

§ 92.600 Purpose

This subpart describes the requirements for the HOME Program American Dream Downpayment Initiative (ADDI). Through the ADDI, HUD makes formula grants to

participating jurisdictions that qualify for allocations to assist low-income families achieve homeownership in accordance with the provisions of this subpart. Unless otherwise noted in this subpart, the HOME Program requirements contained in subparts B through L of this part do not apply to the ADDI.

§ 92.602 Eligible Activities

a. *Eligible activities.* ADDI funds may only be used for:

1. Downpayment assistance towards the purchase of single family housing by low-income families who are first-time homebuyers; and
2. Rehabilitation that is completed in conjunction with the home purchase assisted with ADDI funds. The rehabilitation assisted with ADDI funds, including the reduction of lead paint hazards and the remediation of other home health hazards, must be completed within one year of the purchase of the home. Total rehabilitation shall not exceed 20 percent of the participating jurisdiction's ADDI fiscal year formula allocation. FY2003 ADDI funds may not be used for rehabilitation.

b. *Eligible project costs.* ADDI funds may be used for the following eligible costs:

1. *Acquisition costs.* The costs of acquiring single family housing.
2. *Rehabilitation costs.* The eligible development hard costs for rehabilitation projects described in § 92.206(a) and the costs for reduction of lead paint hazards and the remediation of other home health hazards. FY2003 ADDI funds may not be used for rehabilitation.
3. *Related soft costs.* Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - i. Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorneys fees, and private appraisal fees.
 - ii. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - iii. Costs to provide information services, such as fair housing information to prospective homeowners.
 - iv. Staff and overhead costs directly related to carrying out the project, such as

work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g., housing counseling), which may be charged to project costs only if the individual purchases single family housing with ADDI assistance.

v. Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.

4. *Ineligible costs.* ADDI funds may not be used for the development costs (hard costs or soft costs) of new construction of housing or for rental assistance.

c. *Forms of investment.* A participating jurisdiction may invest ADDI funds as interest-bearing loans or advances, non-interest bearing loans or advances, interest subsidies consistent with the purposes of this subpart, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with this subpart. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this subpart.

d. *Minimum amount of assistance.* The minimum amount of ADDI funds in combination with HOME funds that must be invested in a project is \$1,000.

e. *Maximum amount of assistance.* The amount of ADDI funds provided to any family shall not exceed the greater of six percent of the purchase price of the single family housing or \$10,000. This limitation does not apply to FY2003 ADDI funds.

f. *Limitation on subrecipients and contractors.* A participating jurisdiction may not provide ADDI funds to an entity or organization that provides downpayment assistance, if the activities of that entity or organization are financed in whole or in part, directly or indirectly, by contributions, service fees, or other payments from the sellers of housing, whether or not made in conjunction with the sale of specific housing acquired with ADDI funds.

§ 92.604 ADDI Allocation Formula

a. *General.* HUD will provide ADDI funds to participating jurisdictions in amounts determined by the formula described in this section.

b. *Allocation to states that are participating jurisdictions.* HUD will provide ADDI funds to each state in an amount that is equal to the percentage of the national total of low-income households residing in rental housing in the state, as determined on the basis of the most recent available U.S. census data (as adjusted by HUD).

c. *Local participating jurisdictions.* Subject to paragraph (d) of this section, HUD will further allocate to each local participating jurisdiction located within a state an amount equal to the percentage of the state-wide total of low-income households residing in rental housing in such participating jurisdiction, as determined on the

basis of the most recent available U.S. census data (as adjusted by HUD).

d. *Limitation on allocations to local participating jurisdictions.* (1) Allocations under paragraph (c) of this section shall be made only if the local participating jurisdiction:

i. Has a total population of 150,000 individuals or more, as determined on the basis of the most recent available U.S. census data (as adjusted by HUD);
or

ii. Would receive an allocation of \$50,000 or more.

2. Any allocation that would have otherwise been made to a local participating jurisdiction that does not meet the requirements of paragraph (d)(1) of this section shall revert back to the state in which the participating jurisdiction is located.

e. *Consortia with members in more than one state.* A consortium with members in more than one state will receive an allocation if the consortium meets the requirements described in paragraph (d) of this section.

f. *Allocation of FY2003 ADDI funds.* For the allocation of FY2003 ADDI funds, HUD will consider a participating jurisdiction's need for, and prior commitment to, assistance to homebuyers. Puerto Rico is a "state" for FY2003 ADDI funds.

1. *Need.* The need of the participating jurisdiction for assistance to homebuyers is measured by its ADDI formula allocation, as calculated under paragraphs (b) through (e) of this section.

2. *Prior commitment.* Only those participating jurisdictions that have demonstrated prior commitment to assistance to homebuyers will receive FY2003 ADDI funds. A participating jurisdiction has demonstrated prior commitment to homebuyers if it has previously committed funds to such purpose under the HOME program, the Community Development Block Grants (CDBG) program, mortgage revenue bonds, or existing funding from state and local governments.

§ 92.606 Reallocations

If any funds allocated to a participating jurisdiction under § 92.604 become available for reallocation, the funds shall be reallocated in the next fiscal year in accordance with § 92.604.

§ 92.608 Consolidated Plan

To receive an ADDI formula allocation, a participating jurisdiction must address the use of the ADDI funds in its consolidated plan submitted in accordance with 24 CFR part 91.

§ 92.610 Program Requirements

The following program requirements contained in part E of this part apply to the ADDI:

- a. *Private-public partnership.* The private-public partnership provisions contained in § 92.200 apply to the ADDI.
- b. *Distribution of assistance.* The distribution of assistance requirements contained in § 92.201 apply to the ADDI.
- c. *Income determinations.* The income determination requirements contained in § 92.203 apply to the ADDI.
- d. *Pre-award costs.* The requirements regarding pre-award costs contained in § 92.212 apply to the ADDI.
- e. *Matching contribution requirement.* The matching contribution requirements contained in §§ 92.218–92.222 apply to FY2003 ADDI funds only.

§ 92.612 Project Requirements

The following project requirements contained in subpart F of this part apply to the ADDI:

- a. *Maximum per-unit subsidy amount and subsidy layering.* The maximum per-unit subsidy limits and subsidy layering requirements contained in § 92.250 apply to the total HOME and ADDI funds in a project.
- b. *Property standards.* Housing assisted with ADDI funds must meet the property standards contained in § 92.251.
- c. *Qualification as affordable housing.* Housing assisted with ADDI funds must meet the affordability requirements contained in § 92.254(a) and (c). If a project receives both HOME and ADDI funds, the total of HOME and ADDI funds in the project is used for calculating the period of affordability described in § 92.254(a)(4) and applied to resales (§ 92.254(a)(5)(i)) and recaptures (§ 92.254(a)(5)(ii)).
- d. *Faith-based organizations.* Faith-based organizations are eligible to participate in the ADDI as subrecipients or contractors as provided in § 92.257.

§ 92.614 Other Federal Requirements

- a. The following federal requirements contained in subpart H of this part apply to the ADDI:
 1. *Other federal requirements and nondiscrimination.* The federal and

nondiscrimination requirements contained in § 92.350 apply to the ADDI.

2. *Environmental review.* The environmental review requirements contained in § 92.352 apply to the ADDI.

3. *Labor.* The labor requirements contained in § 92.354 apply to ADDI.

4. *Lead-based paint.* The lead-based paint prevention and abatement requirements contained in § 92.355 apply to the ADDI.
 5. *Conflict of interest.* The conflict of interest requirements contained in § 92.356 apply to the ADDI.
 6. *Consultant activities.* The requirements regarding consultant activities contained in § 92.358 apply to the ADDI.
- b. The following federal requirements contained in subpart H of this part do not apply to the ADDI:
1. *Affirmative marketing.* The affirmative marketing requirements contained in § 92.351(a).
 2. *Displacement, relocation, and acquisition.* The displacement, relocation, and acquisition requirements implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4201-4655) and the implementing regulations at 49 CFR part 24, contained in § 92.353 do not apply to ADDI, except the requirements do apply to FY2003 ADDI funds.
 3. *Executive Order 12372.* The requirements of Executive Order 12372 (entitled "Intergovernmental Review") described in § 92.357.

§ 92.616 Program Administration

The following program administration requirements contained in subpart K of this part apply to the ADDI:

- a. *HOME Investment Trust Fund.* The requirements regarding the HOME Investment Trust Fund contained in § 92.500 apply to the ADDI, with the exception of paragraphs (c)(2) and (d)(1)(A).
- b. *HOME Investment Partnership Agreement.* The requirements regarding HOME Investment Partnership Agreements contained in § 92.501 apply to the ADDI.
- c. *Program disbursement and information system.* The requirements regarding program disbursement and information systems contained in § 92.502 apply to the ADDI.
- d. *Program income, repayments and recaptured funds.* The requirements regarding program income, repayments, and recaptured funds contained in § 92.503 apply to the ADDI, except the program income and recaptured funds must be deposited in the participating jurisdiction's HOME investments trust fund local account and used in accordance with the HOME program requirements.
- e. *Participating jurisdiction responsibilities and written agreements.* The requirements

regarding participating jurisdiction responsibilities and written agreements contained in § 92.504 apply to the ADDI, with the modification that the written agreement is not required to cover any HOME requirement that is not applicable to the ADDI.

- f. *Applicability of uniform administrative requirements.* The uniform administrative requirements contained in § 92.505 apply to the ADDI.
- g. *Audit.* The audit requirements contained in § 92.506 apply to the ADDI.
- h. *Closeout.* The closeout requirements contained in § 92.507 apply to the ADDI.
- i. *Recordkeeping.* The project records must include records demonstrating that the family qualifies as a first-time homebuyer. The recordkeeping requirements contained in § 92.508 apply to the ADDI, with the exception of the following paragraphs:
 - 1. Paragraph (a)(1);
 - 2. Paragraphs (a)(2)(iv), (a)(2)(v), (a)(2)(vi), (a)(2)(xi), and (a)(2)(xii);
 - 3. Paragraphs (a)(3)(vi), (a)(3)(vii), (a)(3)(viii), (a)(3)(ix), and (a)(3)(xiii);
 - 4. Paragraph (a)(4);
 - 5. Paragraphs (a)(7)(i)(B), (a)(7)(i)(C), (a)(7)(ii)(A), and (a)(7)(ix) (in addition, the requirements of paragraph (a)(7)(iv) apply to FY2003 ADDI funds only); and
 - 6. Paragraphs (c)(1) and (c)(3) (in addition, the requirements of paragraph (c)(5) apply to FY2003 ADDI funds only).
- j. *Performance reports.* The requirements regarding performance reports contained in § 92.509 apply to the ADDI.

§ 92.618 Performance Reviews and Sanctions

HUD will review the performance of participating jurisdictions in carrying out its responsibilities under the ADDI in accordance with the policies and procedures contained in subpart L of this part.

[FR-4832-I-01]

ATTACHMENT "I"

HOME/LIHTF PROGRAM INCOME GUIDELINES: U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program Limits (March 1, 2006) Median Family Income \$68,200

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 12,450 50% 20,650 (Very Low-Income) 80% 33,100 (Low-Income)
2	30% 14,200 50% 23,600 (Very Low-Income) 80% 37,850 (Low-Income)
3	30% 16,000 50% 26,550 (Very Low-Income) 80% 42,550 (Low-Income)
4	30% 17,750 50% 29,550 (Very Low-Income) 80% 47,300 (Low-Income)
5	30% 19,150 50% 31,900 (Very Low-Income) 80% 51,100 (Low-Income)
6	30% 20,600 50% 34,250 (Very Low-Income) 80% 54,850 (Low-Income)
7	30% 22,000 50% 36,600 (Very Low-Income) 80% 58,650 (Low-Income)
8	30% 23,450 50% 38,950 (Very Low-Income) 80% 62,450 (Low-Income)

ATTACHMENT "II"

U.S. DEPARTMENT OF HUD 04/2005 STATE/NEVADA 2006 HOME PROGRAM RENTS							
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Las Vegas-Paradise, NV MSA							
LOW HOME RENT LIMIT	\$16	\$53	\$63	768	856	944	1034
HIGH HOME RENT LIMIT	622	701	842	965	1055	1147	1239
For Information Only:							
FAIR MARKET RENT	622	728	861	1155	1453	1671	1889
80% RENT LIMIT	\$16	\$53	\$63	768	856	944	1034
65% RENT LIMIT	653	701	842	965	1055	1147	1239

ATTACHMENT "III"

REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded

_____, as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

Commonly known as 1673 D. St. in the City of Las Vegas, Clark County, Nevada.

Executed by the Economic Opportunity Board's Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

ECONOMIC OPPORTUNITY BOARD

Oscar A. Sharpe, Executive Director

Dated: _____
State of Nevada)
County of Clark)

On this _____ day of _____, 199 __, 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

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO APPROVE ASSIGNMENT AND ACCEPT
HOME PROGRAM CONDITIONS
BETWEEN THE CITY OF LAS VEGAS AND FILIBERTO E. MONTOYA

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Filiberto E. Montoya, an individual, hereinafter referred to as "Buyer" or "Purchaser"), the City and Buyer 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 Grant 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 and LIHTF funds to the City; and

WHEREAS, the city had entered into an HOME Investment Partnerships ("HOME") Program Agreement to Fund Economic Opportunity Board (EOB) for an Affordable Rental Housing Development to acquire property at 1677 D. Street, Las Vegas, Nevada (hereinafter referred to as the "Property" or "Project") attached hereto as Exhibit "C"; and

WHEREAS, EOB accepted the grant and agreed to comply with the grant conditions; and

WHEREAS, the conditions of the grant included, but were not limited to, that EOB may not assign or delegate any of its rights, interests or duties under their Agreement without the written consent of the City; that EOB shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability without the written consent of the City; and that the Project will be operated in compliance with HOME/LIHTF program requirements, specifically those contained in 24 CFR 92.250-92.258 Subpart F; and that EOB agrees to repay the City's funding award if the Property is sold; and

WHEREAS, on July 13, 1998, EOB executed a Deed of Trust in the amount of \$75,000 naming the City of Las Vegas as Trustee and Beneficiary, wherein EOB agreed to operate the Property as affordable housing for renters per the applicable HOME/LIHTF Program regulations for a period of 30 years from date of execution of the Agreement attached hereto as Exhibit "D"; and

WHEREAS, EOB desires to sell the Property to a willing Buyer (or Purchaser) who will agree to accept the conditions previously set forth in Exhibits "B" and "D"; and continue to operate the Property as affordable housing for renters per applicable HOME Program regulations for the remaining period of affordability which, so long as the Buyer shall well and truly perform its obligations to the City of Las Vegas under this Agreement to Assign, will terminate on July 13, 2028; and

WHEREAS, the City desires to assist EOB and Filiberto E. Montoya, the Buyer by consenting to the sale of the Property subject to EOB's repayment of \$75,000 from the sale proceeds and the Buyer's acceptance of the aforementioned and following conditions that are intended as real covenants running with the land and binding on all successors, heirs, and assigns which shall be recorded in the real property records of Clark County

WHEREAS, the Las Vegas City Council hereby determines that transferring the property to the Buyer to maintain the property as affordable housing for the designated period of affordability, and that the Project shall provide a 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 Project is certain real Property located at 1677 D. St. in the City of Las Vegas, Clark County and consists of a two-unit duplex as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. Both units of the Project will be designated as High HOME units, with occupancy limited to households at or below 60 percent Area Median Income (AMI) as set for by the Rent limits established by HUD annually for the HOME program example attached hereto as Attachment "II". When tenants receive additional subsidy through rental assistance programs such as Section 8, the rent of a unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Developer, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Developer and the tenant(s).

B. Buyer understands and agrees that any project costs will be the responsibility of the Buyer, and Buyer further agrees to pay all maintenance and operating costs of the Project.

C. Buyer agrees to honor any existing leases in place prior to assuming ownership.

D. Buyer agrees to make any necessary repairs within 45 days from purchase, and prior to leasing to any new tenants, to ensure that the Project is in compliance with Housing Quality Standards established by HUD for the Section 8 Program and local housing code requirements. Buyer agrees to have the property inspected by a qualified housing inspector to ensure such compliance.

E. This Agreement shall commence upon approval by all parties and will terminate on July 13, 2028, if no liabilities remain as described hereunder.

F. 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 both Parties. Any such changes must not jeopardize HOME Program and/or LIHTF funding.

II. City General Conditions

A. Buyer has requested the consent of the City that is provided for in this Agreement in order to enable Buyer to provide affordable housing services for lower-income persons certified eligible as HOME Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of consent for the Project and the receipt of such reports as are provided for herein.

B. Buyer shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement. Buyer further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of said permits for the Project.

C. Buyer will provide the Director of Neighborhood Services of the City of Las Vegas with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and What, Black/African American and White, American Indian/Alaska Native and Black/African American, Other.
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined annually by HUD HOME Program Income Guidelines (see Attachment "T" example)
5. Number of disabled clients served
6. Number of senior citizens served
7. Number of female head-of-households served
8. Number of renter households served
9. Number of persons in each household served
10. Number of veterans, male and female, served
11. Monthly rent paid by each household served

D. Buyer acknowledges that this Agreement includes a total of two units. Buyer will not lease any portion of the affordable housing unit to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92). Any lessee, sublessee, or assignee must meet HOME Program requirements and serve eligible lower income residents.

E. The City shall require reasonable assurances of security for Buyer's performance pursuant to 24 CFR 92.254, which shall be a Deed of Trust for such Property, the form of which is attached to this document as "Exhibit "B" and which Buyer shall execute as part of this agreement.

F. Buyer shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section N, without the written consent of the Director.

G. Buyer shall select qualified tenants for available units from a written waiting list in chronological order of their application, insofar as it is practical, and without regard as to disability, religion, color, family composition, national origin, or sex or whether such qualified tenants are holders of a certificate of family participation under Title 24 Part 882 of the Code of Federal Regulations (Rental Certificate Program) or a rental voucher under Title 24 Part 887 of the Code of Federal Regulations (Rental Voucher Program) or holders of comparable document evidencing participation in a HOME tenant-based rental assistance program and without regard as to whether such qualified tenants receive or rely on any other rent-based assistance or other assistance from any state or federal program.

H. Buyer 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 liabilities to and remedies of the City as specified herein.

I. Buyer 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 pursuant to the HOME/LIHTF Program requirements;
- (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 in accordance with HOME/LIHTF Program requirements;
- (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 Buyer at least 48 hours 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 Buyer which relate to the Project. The representatives of the City may, on occasion, interview residents of the HOME-assisted rental units of the Project who volunteer to be interviewed.

J. At any time during normal business hours, Buyer's records, with respect to the Project, shall be, subject to applicable laws relating to confidentiality of records, 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. Buyer 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. "Buyer'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, but not including costs relative to routine visits. In the event that the City incurs any expenses made in good faith to the Buyer, an itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Buyer. Notwithstanding EOB's repayment to the City of the \$75,000, as such funds may be remitted to the County to be used for other HOME projects, should such funds be demanded of the County by HUD due to Buyer's default, Buyer's indemnification shall included, but not be limited to further repayment to the City of \$75,000.

L. Buyer 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. Buyer agrees that no officer or employee of Buyer 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.

N. Buyer shall agree that no officer or employee of Buyer 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.

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

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

Q. Buyer 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.

R. Buyer 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.

S. Buyer shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount. 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 foregoing insurance coverage are in effect within ten days after the real estate escrow closing for this Property, and Buyer 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.

T. The Buyer further agrees to execute a Request for Notice, Attachment "III" to the Agreement, in order that a copy of any Notice of Default or any Notice of Sale under the Deed of Trust recorded in which the City of Las Vegas is named as Trustee and Beneficiary be mailed to the City of Las Vegas.

III. Federal General Conditions

A. Buyer 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 Federal Labor Standards Act.
- L3. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.

15. 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.
16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Buyer from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Buyer, 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 grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Buyer 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.

20. 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 "Buyer's. 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 Buyer during any period of debarment, placement in ineligibility status under the provisions of 24 CFR Part 24.

21. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

B. 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.

C. 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 15 Title 5, U. S. Code.

D. 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.

E. In addition to any requirement previously or subsequently enumerated in this Agreement, Buyer shall comply with the following HOME Program regulations 24 CFR Part 92.

1. 92.203 Income Determinations:
2. 92.216 Income Targeting: Tenant Based Rental Assistance and Rental units;
3. 92.251 Property Standards
4. 92.252 Qualifications as Affordable Housing: Rental Housing
5. 92.253 Tenant and Participant Protections
6. 92.350 Other Federal Requirements
7. 92.351 Affirmative Marketing; Minority Outreach Program; and
8. 92.356 Conflict of Interest

F. Buyer 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 Buyer 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.

G. Buyer shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

H. Buyer shall maintain records in accordance with 24 CFR 92.508.

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

J. 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 Buyer.

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

L. Upon the expiration or revocation of this Agreement, Buyer 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.

M. Buyer agrees to maintain the Project 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 for the duration of this Agreement; and furthermore, Buyer agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

N. Buyer agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

O. Buyer agrees that this Agreement is in effect until the completion of the initial 30-year Period of Affordability agreed to by EOB, specifically July 13, 2028, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

P. A sale, transfer, or other conveyance of the assisted Property prior to the completion of the period of affordability must require that the project be maintained as affordable for the remaining period of affordability as well as that the new Buyer be informed of the requirement to enter into an Agreement with the City of Las Vegas in order to purchase the property.

Q. Should tenants be displaced as a result of acquisition of the Property, Buyer agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Modification or Revocation of Agreement.

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

B. Events of Default. Occurrence of one or more of the following events will, at the sole election of the City, constitute an event of default ("Event of Default") under this Agreement:

1. Buyer shall default in the performance of any of its obligations under this Agreement or breaches any covenant, agreement, restriction, representation or warranty set forth herein, and such default remains uncured for a period of thirty (30 days) after notice thereof shall have been given by the City (or for an extended period approved by the City if the default or breach stated in such notice can be corrected, but not within such 30-day period, unless Buyer does not commence such correction or commences

such correction within such 30-day period but thereafter does not diligently pursue the same to completion within such extended period);

2. Buyer shall be adjudged bankrupt or insolvent, or a petition or proceeding for bankruptcy or for reorganization shall be filed against it and it shall admit the material allegations thereof, or an order, judgment or decree shall be entered approving such petition and such order, judgment or decree shall not be vacated or stayed within thirty (30) days of its entry or a receiver or trustee shall be appointed for the Buyer or the Property, land or any part thereof and remain in possession thereof for thirty (30) days; or
3. Buyer shall sell or otherwise transfer the Property, in whole or in part (except leases of individual units for a period not to exceed one (1) year and otherwise in accordance with this Agreement), without the prior written consent of the City.

C. Remedies at Law and Equity. Upon an occurrence of an Event of Default, the City, in its sole discretion may:

1. Apply to any court jurisdiction of the subject matter for specific performance of this Agreement, and/or for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement; or
2. Take any and all action at law, in equity, or otherwise for such other relief as may be appropriate, it being acknowledged that the beneficiaries of "Buyer's" obligations thereunder cannot be adequately compensated by monetary damages in the event of "Buyer's" default.

D. Cumulative and Concurrent Remedies. Each right, power and remedy of the City provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City or any or all such other rights, powers or remedies.

E. Enforcement and Remedies of Other Parties. The occupancy and maximum rent requirements also shall inure to the benefit of, and may be judicially enforced against Buyer by affected low income families, very low income families or extremely low income families. Any of the persons or entities described above shall be entitled to judicially enforce Sections II.D and E of this Agreement in the same manner that the City may seek judicial enforcement in accordance with Sections IV.B and C and any such party that prevails in any such judicial action shall be entitled to its reasonable attorney's fees.

F. To the extent permitted by law, Buyer shall not institute any action or suit at law or inequity against the City, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Agreement.

G. If Buyer 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 signed and intend to be legally bound thereby, this _____ day of _____, 2007.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor
City of Las Vegas

Filiberto E. Montoya
Buyer

ATTEST:

Barbara Jo Ronemus, City Clerk

State of Nevada)
County of Clark)

APPROVED AS TO FORM:

J. Pinheiro 2/21/07
DATE

Council Approval Date: February 7, 2007

On this ____ day of _____,
2007, before me a Notary Public,
personally appeared _____
who did say that he is "Buyer,"
named in the foregoing instrument,
and acknowledged that he executed
the same.

Notary Public

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Filiberto E. Montoya, do hereby accept the grant made and the conditions imposed upon that grant contained in the Agreement to Approve Assignment and Accept HOME Program Conditions between the City of Las Vegas and Filiberto Montoya approved by the City Council of the City of Las Vegas, Nevada on the 7th day of February, 2007, a copy of which is attached hereto and incorporated herein.

Executed this _____ day of _____, 2007.

FILIBERTO E. MONTOYA

State of Nevada)
County of Clark)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Filiberto E. Montoya, 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 "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1677 D. St. Las Vegas, NV 89106

EXHIBIT "B"

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

MAIL TAX INFORMATION TO:

Filiberto E. Montoya
10501 Los Serranos Drive
Whittier, California 90601-1751

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 7th day of February, 2007, between Filiberto E. Montoya, whose principal residence is located at 10501 Los Serranos Drive, Whittier, California 90601-1751, herein called TRUSTOR, and the City of Las Vegas, 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 TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has purchased property assisted with a grant of \$75,000 from Beneficiary and has agreed to faithfully perform certain obligations and repay the grant monies in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "A" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 21 years for a total of 30 years of affordability or transfer of title from Trustor, whichever is lesser,

from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$75,000 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor 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.

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.

FILIBERTO E. MONTOYA

State of Nevada)
County of Clark)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Filiberto E. Montoya as "Buyer," 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 "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1677 D. St. Las Vegas, NV 89106

EXHIBIT "C"

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
ECONOMIC OPPORTUNITY BOARD
AFFORDABLE RENTAL HOUSING DEVELOPMENT

THIS AGREEMENT, made and entered into this 13th day of July, 1998, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Economic Opportunity Board, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 953 E. Sahara Avenue, Suite #201, Las Vegas, Nevada 89104 (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 Grant 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 and LIHTF funds to the City; and

WHEREAS, Subrecipient has requested the City's assistance to purchase a property in the City of Las Vegas and will develop the property as affordable rental

housing for low income individuals and families certified eligible as HOME Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program and/or LIHTF, and/or other funds to assist with the purchase of a property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "A" of this document; and

WHEREAS, the Las Vegas City Council hereby determines that the Project shall provide a 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. Subject to the actual receipt of funds from the County, the City will provide up to \$75,000 in HOME Program and/or LIHTF and/or other funds to Subrecipient to purchase the certain real Property located at 1677 D. St. in the City of Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth. The Project will consist of a duplex dedicated to HOME Program eligible tenants (herein "unit" or "units"). The timing and method of providing HOME funds shall be entirely within the City's discretion.

The acquisition of the Project is to be completed on or before December 31, 1998 unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

B. 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.

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the \$75,000 in HOME Program and/or LIHTF funds and/or other funds provided by the City pursuant to City of Las Vegas City Council action of July 13, 1998 will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the City.

D. 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 both Parties. Any such changes must not jeopardize HOME Program and/or LIHTF 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 enable Subrecipient to develop affordable rental housing for lower-income persons certified eligible as HOME Program recipients. 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. The City makes no representation nor commitment concerning approval of development-related permits for the Project.

C. Subrecipient will provide the Director with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. 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
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. Subrecipient will not lease any portion of the affordable housing unit to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOME Program requirements and serve eligible lower income residents. All tenants in the assisted unit shall have leases with Subrecipient, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

If the affordable housing unit, or any portion thereof, is subleased without the prior written approval of the County, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the \$75,000 in HOME Program funds or other funds that Subrecipient received from the City hereunder. The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 92.254, which shall be a Deed of Trust for such Property, the form of which is attached to this document as "Exhibit "B" and which Subrecipient shall execute as part of this agreement.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section N, without the written consent of the Director.

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, for reimbursement to the City.

F. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount. 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 foregoing insurance coverages are in effect within ten days after the real estate escrow closing for this Property, and 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.

G. 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 HOME-assisted rental units of the Project who volunteer to be interviewed.

H. 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.

I. 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.

J. 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.

K. This Agreement will commence upon its approval and signature by all Parties and the HOME Program funds allocated by it will be expended on or before December 31, 1998.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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, grant, 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 grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, 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 subrecipients. 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.

- B. 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.
- C. 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 15 Title 5, U. S. Code.
- D. 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.
- E. 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.

- F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.
- G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.
- H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.
- I. 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.
- J. 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.
- K. 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.
- L. Subrecipient agrees to maintain the Project 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 for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.
- M. 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 (Rental Rehabilitation Program).
- N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 30 years if the City grant consists wholly or partially of LIHTF funds and/or wholly or partially of HOME funds received by the City from the State of Nevada, commencing from the initial date of payment of HOME and/or LIHTF funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

- O. 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.
- P. 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.
- Q. Should tenants be displaced as a result of acquisition of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

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

_____| S |_____
Jan Lavery Jones, Mayor

ATTEST:

_____| S |_____
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

_____| S |_____
DATE

ECONOMIC OPPORTUNITY BOARD

_____| S |_____
Oscar A. Sharpe, Executive Director

Council Approval Date: July 13, 1998

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Oscar A. Sharpe, Executive Director, of Economic Opportunity Board, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program Agreement to Economic Opportunity Board approved by the City Council of the City of Las Vegas, Nevada on the 13th day of July, 1998, a copy of which is attached hereto and incorporated herein.

Executed this _____ day of _____, 1998.

ECONOMIC OPPORTUNITY BOARD

By: _____ | S | _____
Oscar A. Sharpe, Executive Director

State of Nevada)
County of Clark)

On this _____ day of _____, 199__, 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.

_____ | S | _____
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1677 D. St. Las Vegas, NV 89106

EXHIBIT "B"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 13th day of July, 1998, between Economic Opportunity Board, whose principal office is located at 2228 Comstock Drive, Las Vegas, 89030, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a grant of \$75,000 from Beneficiary and has agreed to faithfully perform certain obligations and repay the grant monies in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "A" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$75,000 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor 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.

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.

ECONOMIC OPPORTUNITY BOARD
a Nevada nonprofit corporation

BY: _____
Oscar A. Sharpe, Executive Director

State of Nevada)
County of Clark)

On this _____ day of _____, 199__, 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

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

1677 D. St. Las Vegas, NV 89106

ATTACHMENT "1"

HOME PROGRAM INCOME GUIDELINES

U. S. Department of Housing and Urban Development (HUD) HOME Program Limits (February, 1998)

Median Family Income \$46,900

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
1	30%	10,400
	50%	17,350 (Very Low-Income)
	60%	20,820
	80%	27,700 (Low-Income)
2	30%	11,900
	50%	19,800 (Very Low-Income)
	60%	23,760
	80%	31,700 (Low-Income)
3	30%	13,350
	50%	22,250 (Very Low-Income)
	60%	26,700
	80%	35,650 (Low-Income)
4	30%	14,850
	50%	24,750 (Very Low-Income)
	60%	29,700
	80%	39,600 (Low-Income)
5	30%	16,050
	50%	26,750 (Very Low-Income)
	60%	32,100
	80%	42,750 (Low-Income)
6	30%	17,250
	50%	28,700 (Very Low-Income)
	60%	34,440
	80%	45,950 (Low-Income)
7	30%	18,400
	50%	30,700 (Very Low-Income)
	60%	36,840
	80%	49,100 (Low-Income)
8	30%	19,600
	50%	32,650 (Very Low-Income)
	60%	39,180
	80%	52,250 (Low-Income)

ATTACHMENT "2"

HOME PROGRAM RENT LIMITS

U. S. Department of Housing and Urban Development (HUD) HOME Program Rent Limits (January, 1998)

<u>UNIT SIZE</u>	<u>MAXIMUM RENTS</u>	
Efficiency	FMR	482
	50% Rent Limit	433
	65% Rent Limit	482
1 - Bedroom	FMR	572
	50% Rent Limit	464
	65% Rent Limit	572
2 - Bedroom	FMR	681
	50% Rent Limit	556
	65% Rent Limit	681
3 - Bedroom	FMR	948
	50% Rent Limit	643
	65% Rent Limit	802
4 - Bedroom	FMR	1119
	50% Rent Limit	717
	65% Rent Limit	875
5 - Bedroom	FMR	1286
	50% Rent Limit	791
	65% Rent Limit	947
6 - Bedroom	FMR	1454
	50% Rent Limit	866
	65% Rent Limit	1019

EXHIBIT "D"

HOME Investment Partnerships Program

Final Rule

24 CFR Part 92

September 16, 1996

(updated through December 22, 2004)
**HOME Investment Partnerships
Program Final Rule
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SUBPART A – GENERAL

§ 92.1 Overview

This part implements the HOME Investment Partnerships Act (the HOME Investment Partnerships Program).

In general, under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.

Generally, HOME funds must be matched by nonfederal resources.

State and local governments that become participating jurisdictions may use HOME funds to carry out multi-year housing strategies through acquisition, rehabilitation, and new construction of housing, and tenant-based rental assistance.

Participating jurisdictions may provide assistance in a number of eligible forms, including loans, advances, equity investments, interest subsidies and other forms of investment that HUD approves.

§ 92.2 Definitions

The terms *1937 Act*, *ALJ*, *Fair Housing Act*, *HUD*, *Indian Housing Authority (IHA)*, *Public Housing Agency (PHA)*, and *Secretary* are defined in 24 CFR 5.100.

Act means the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

ADDI funds means funds made available under subpart M through allocations and reallocations.

Adjusted income. See § 92.203.

Annual income. See § 92.203.

Certification shall have the meaning provided in section 104(21) of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12704.

Commitment means

1. The participating jurisdiction has executed a legally binding agreement with a State recipient, a subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements to commit to a specific local project, as defined in paragraph (2), below.

2. Commit to a specific local project, which means:

- i. If the project consists of rehabilitation or new construction (with or without acquisition) the participating jurisdiction (or State recipient or subrecipient) and project owner have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project under which construction can reasonably be expected to start within twelve months of the agreement date. If the project is owned by the participating jurisdiction or State recipient, the project has been set up in the disbursement and information system established by HUD, and construction can reasonably be expected to start within twelve months of the project set-up date.
- ii.
 - A. If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or subrecipient) is acquiring the property with HOME funds, the participating jurisdiction (or State recipient or subrecipient) and the property owner have executed a legally binding contract for sale of an identifiable property and the property title will be transferred to the participating jurisdiction (or State recipient or subrecipient) within six months of the date of the contract.
 - B. If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or subrecipient) is providing HOME funds to a family to acquire single family housing for homeownership or to a purchaser to acquire rental housing, the participating jurisdiction (or State recipient or subrecipient) and the family or purchaser have executed a written agreement under which HOME assistance will be provided for the purchase of the single family housing or rental housing and the property title will be transferred to the family or purchaser within six months of the agreement date.
- iii. If the project consists of tenant-based rental assistance, the participating jurisdiction (or State recipient, or subrecipient) has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of § 92.209.

Community housing development organization means a private nonprofit organization that:

1. Is organized under State or local laws;
2. Has no part of its net earnings inuring to the benefit of any member, founder,

contributor, or individual;

3. Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A community housing development organization may be sponsored or created by a for-profit entity, but:
 - i. The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.
 - ii. The for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit entity may not appoint the remaining two-thirds of the board members; and
 - iii. The community housing development organization must be free to contract for goods and services from vendors of its own choosing;
4. Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986 (26 CFR 1.501(C)(3)-1);
5. Does not include a public body (including the participating jurisdiction). An organization that is State or locally chartered may qualify as a community housing development organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members;
6. Has standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
7. Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;
8. Maintains accountability to low-income community residents by:
 - i. Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations. For urban areas, "community" may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State); and

- ii. Providing a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing;
9. Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization; and
10. Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community before HOME funds are reserved for the organization. However, a newly created organization formed by local churches, service organizations or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community.

Displaced homemaker means an individual who:

1. Is an adult;
2. Has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and
3. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Family has the same meaning given that term in 24 CFR 5.403.

First-time homebuyer means an individual and his or her spouse who have not owned a home during the three-year period prior to purchase of a home with assistance under the American Dream Downpayment Initiative (ADDI) described in subpart M of this part. The term first-time homebuyer also includes an individual who is a displaced homemaker or single parent, as those terms are defined in this section.

HOME funds means funds made available under this part through allocations and reallocations, plus program income.

Homeownership means ownership in fee simple title or a 99 year leasehold interest in a one- to four-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD. The ownership interest may be subject only to the restrictions on resale required under § 92.254(a); mortgages, deeds of trust, or other liens or instruments securing debt on the property as approved by the participating jurisdiction; or any other restrictions or encumbrances that do not impair the good and marketable nature of title to the ownership interest. For purposes of the insular areas, homeownership includes leases

of 40 years or more. For purposes of housing located on trust or restricted Indian lands, homeownership includes leases of 50 years. The participating jurisdiction must determine whether or not ownership or membership in a cooperative or mutual housing project constitutes homeownership under State law.

Household means one or more persons occupying a housing unit.

Housing includes manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing, single-room occupancy housing, and group homes. Housing also includes elder cottage housing opportunity (ECHO) units that are small, free-standing, barrier-free, energy-efficient, removable, and designed to be installed adjacent to existing single-family dwellings. Housing does not include emergency shelters (including shelters for disaster victims) or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities and student dormitories.

Insular areas means Guam, the Northern Mariana Islands, the United States Virgin Islands, and American Samoa.

Jurisdiction means a State or unit of general local government.

Low-income families means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Metropolitan city has the meaning given the term in 24 CFR 570.3.

Neighborhood means a geographic location designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation that is within the boundary but does not encompass the entire area of a unit of general local government; except that if the unit of general local government has a population under 25,000, the neighborhood may, but need not, encompass the entire area of a unit of general local government.

Participating jurisdiction means a jurisdiction (as defined in this section) that has been so designated by HUD in accordance with § 92.105.

Person with disabilities means a household composed of one or more persons, at least one of whom is an adult, who has a disability.

1. A person is considered to have a disability if the person has a physical, mental, or emotional impairment that:

- i. Is expected to be of long-continued and indefinite duration;

- ii. Substantially impedes his or her ability to live independently; and
 - iii. Is of such a nature that such ability could be improved by more suitable housing conditions.
2. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that:
- i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - ii. Is manifested before the person attains age 22;
 - iii. Is likely to continue indefinitely;
 - iv. Results in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and
 - v. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated. Notwithstanding the preceding provisions of this definition, the term "person with disabilities" includes two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted with HOME funds, with the deceased member of the household at the time of his or her death.

Program income means gross income received by the participating jurisdiction, State recipient, or a subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income includes, but is not limited to, the following:

- 1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
- 2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or a subrecipient, that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less costs incidental to generation of the income;

3. Payments of principal and interest on loans made using HOME funds or matching contributions;
4. Proceeds from the sale of loans made with HOME funds or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions;
6. Interest earned on program income pending its disposition; and
7. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds or matching contributions.

Project means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building. For tenant-based rental assistance, project means assistance to one or more families.

Project completion means that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under § 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD. For tenant-based rental assistance, project completion means the final drawdown has been disbursed for the project.

Reconstruction means the rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.

Single family housing means a one- to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

Single parent means an individual who:

1. Is unmarried or legally separated from a spouse; and
2. Has one or more minor children of whom the individual has custody or joint custody, or is pregnant.

Single room occupancy (SRO) housing means housing (consisting of single room dwelling units) that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both) if the project consists of new construction, conversion of non-residential space, or reconstruction. For acquisition or rehabilitation of an existing residential structure or hotel, neither food preparation nor sanitary facilities are required to be in the unit. If the units do not contain sanitary facilities, the building must contain sanitary facilities that are shared by tenants.

State means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive officer to act on behalf of the state with regard to the provisions of this part; however, for purposes of the American Dream Downpayment Initiative (ADDI) described in subpart M of this part, the term "state" does not include the Commonwealth of Puerto Rico (except for FY2003 ADDI funds).

State recipient. See § 92.201(b)(2).

Subrecipient means a public agency or nonprofit organization selected by the participating jurisdiction to administer all or a portion of the participating jurisdiction's HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The participating jurisdiction's selection of a subrecipient is not subject to the procurement procedures and requirements.

Tenant-based rental assistance is a form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. Tenant-based rental assistance under this part also includes security deposits for rental of dwelling units.

Transitional housing means housing that:

1. Is designed to provide housing and appropriate supportive services to persons, including (but not limited to) deinstitutionalized individuals with disabilities, homeless individuals with disabilities, and homeless families with children; and
2. Has as its purpose facilitating the movement of individuals and families to independent living within a time period that is set by the participating jurisdiction or project owner before occupancy.

Unit of general local government means a city, town, township, county, parish, village, or other general purpose political subdivision of a State; a consortium of such political subdivisions recognized by HUD in accordance with § 92.101; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of this part. When a county is an urban county, the urban county is the unit of general local government for purposes of the HOME Investment Partnerships Program.

Urban county has the meaning given the term in 24 CFR 570.3.

Very low-income families means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

§ 92.4 Waivers and Suspension of Requirements for Disaster Areas

HUD's authority for waiver of regulations and for the suspension of requirements to address damage in a Presidentially declared disaster area is described in 24 CFR 5.110 and in section 290 of the Act, respectively.

SUBPART B – ALLOCATION FORMULA

§ 92.50 Formula Allocation

- a. *Jurisdictions eligible for a formula allocation.* HUD will provide allocations of funds in amounts determined by the formula described in this section to units of general local governments that, as of the end of the previous fiscal year, are metropolitan cities, urban counties, or consortia approved under § 92.101; and States.
- b. *Amounts available for allocation; State and local share.* The amount of funds that are available for allocation by the formula under this section is equal to the balance of funds remaining after reserving amounts for insular areas, housing education and organizational support, other support for State and local housing strategies, and other purposes authorized by Congress, in accordance with the Act and appropriations.
- c. *Formula factors.* The formula for determining allocations uses the following factors. The first and sixth factors are weighted 0.1; the other four factors are weighted 0.2.
 1. Vacancy-adjusted rental units where the household head is at or below the poverty level. These rental units are multiplied by the ratio of the national rental vacancy rate over a jurisdiction's rental vacancy rate.
 2. Occupied rental units with at least one of four problems (overcrowding, incomplete kitchen facilities, incomplete plumbing, or high rent costs).
Overcrowding is a condition that exists if there is more than one person per room occupying the unit. Incomplete kitchen facilities means the unit lacks a sink with running water, a range, or a refrigerator. Incomplete plumbing means the unit lacks hot and cold piped water, a flush toilet, or a bathtub or shower

inside the unit for the exclusive use of the occupants of the unit. High rent costs occur when more than 30 percent of household income is used for rent.

3. Rental units built before 1950 occupied by poor households.
4. Rental units described in paragraph (c)(2) of this section multiplied by the ratio of the cost of producing housing for a jurisdiction divided by the national cost.
5. Number of families at or below the poverty level.
6. Population of a jurisdiction multiplied by a net per capita income (pci). To compute net pci for a jurisdiction or for the nation, the pci of a three person family at the poverty threshold is subtracted from the pci of the jurisdiction or of the nation. The index is constructed by dividing the national net pci by the net pci of a jurisdiction.

d. *Calculating formula allocations for units of general local government.*

1. Initial allocation amounts for units of general local government described in paragraph (a) of this section are determined by multiplying the sum of the shares of the six factors in paragraph (c) of this section by 60 percent of the amount available under paragraph (b) of this section for formula allocation. The shares are the ratio of the weighted factor for each jurisdiction over the corresponding factor for the total for all of these units of general local government.
2. If any of the initial amounts for such units of general local government in Puerto Rico exceeds twice the national average, on a per rental unit basis, that amount is capped at twice the national average.
3. To determine the maximum number of units of general local government that receive a formula allocation, only one jurisdiction (the unit of general local government with the smallest allocation of HOME funds) is dropped from the pool of eligible jurisdictions on each successive recalculation, except that jurisdictions that are participating jurisdictions (other than consortia that fail to renew the membership of all of their member jurisdictions) are not dropped. Then the amount of funds available for units of general local government is redistributed to all others. This recalculation/redistribution continues until all remaining units of general local government receive an allocation of \$500,000 or more or are participating jurisdictions. Only units of general local government which receive an allocation of \$500,000 or more under the formula or which are participating jurisdictions will be awarded an allocation. In fiscal years in which Congress appropriates less than \$1.5 billion of HOME funds, \$335,000 is substituted for \$500,000.
4. The allocation amounts determined under paragraph (d)(3) of this section are reduced by any amounts that are necessary to provide increased allocations to

States that have no unit of general local government receiving a formula allocation (see paragraph (e)(4) of this section). These reductions are made on a pro rata basis, except that no unit of general local government allocation is reduced below \$500,000 (or \$335,000 in fiscal years in which Congress appropriates less than \$1.5 billion of HOME funds) and no participating jurisdiction allocation which is below this amount is reduced.

e. Calculating formula allocations for States.

1. Forty percent of the funds available for allocation under paragraph (b) of this section are allocated to States. The allocation amounts for States are calculated by determining initial amounts for each State, based on the sum of the shares of the six factors. For 20 percent of the funds to be allocated to States, the shares are the ratio of the weighted factor for the entire State over the corresponding factor for the total for all States. For 80 percent of the funds to be allocated to States, the shares are the ratio of the weighted factor for all units of general local government within the State that do not receive a formula allocation over the corresponding factor for the total for all States.
2. If the initial amounts for Puerto Rico (based on either or both the 80 percent of funds or 20 percent of funds calculation) exceed twice the national average, on a per rental unit basis, each amount that exceeds the national average is capped at twice the national average, and the resultant funds are reallocated to other States on a prorata basis.
3. If the initial amounts when combined for any State are less than the \$3,000,000, the allocation to that State is increased to the \$3,000,000 and all other State allocations are reduced by an equal amount on a prorata basis, except that no State allocation is reduced below \$3,000,000.
4. The allocation amount for each State that has no unit of general local government within the State receiving an allocation under paragraph (d) of this section is increased by \$500,000. Funds for this increase are derived from the funds available for units of general local government, in accordance with paragraph (d)(4) of this section.

§ 92.60 Allocation Amounts for Insular Areas

- a. *Initial allocation amount for each insular area.* The initial allocation amount for each insular area is determined based upon the insular area's population and occupied rental units compared to all insular areas.
- b. *Threshold requirements.* The HUD Field Office shall review each insular area's progress on outstanding allocations made under this section, based on the insular area's performance report, the timeliness of close-outs, and compliance with fund

management requirements and regulations, taking into consideration the size of the allocation and the degree and complexity of the program. If HUD determines from this review that the insular area does not have the capacity to administer effectively a new allocation, or a portion of a new allocation, in addition to allocations currently under administration, HUD may reduce the insular area's initial allocation amount.

- c. *Previous audit findings and outstanding monetary obligations.* HUD shall not make an allocation to an insular area that has either an outstanding audit finding for any HUD program, or an outstanding monetary obligation to HUD that is in arrears, or for which a repayment schedule has not been established. This restriction does not apply if the HUD Field Office finds that the insular area has made a good faith effort to clear the audit and, when there is an outstanding monetary obligation to HUD, the insular area has made a satisfactory arrangement for repayment of the funds due HUD and payments are current.
- d. *Increases to the initial allocation amount.* If funds reserved for the insular areas are available because HUD has decreased the amount for one or more insular areas in accordance with paragraphs (b) or (c) of this section, or for any other reason, HUD may increase the allocation amount for one or more of the remaining insular areas based upon the insular area's performance in committing HOME funds within the 24 month deadline, producing housing units described in its program description, and meeting HOME program requirements. Funds that become available but which are not used to increase the allocation amount for one or more of the remaining insular areas will be reallocated in accordance with § 92.66.
- e. *Notice of allocation amounts.* HUD will notify each insular area, in writing, as to the amount of its HOME allocation.

§ 92.61 Program Description

- a. *Submission requirement.* Not later than 90 days after HUD notifies the insular area of the amount of its allocation, the insular area must submit a program description and certifications to HUD.
- b. *Content of program description.* The program description must contain the following:
 - 1. An executed Standard Form 424;
 - 2. The estimated use of HOME funds and a description of projects and eligible activities, including number of units to be assisted, estimated costs, and tenure type (rental or owner occupied) and, for tenant assistance, number of households to be assisted;
 - 3. A timetable for the implementation of the projects or eligible activities;
 - 4. If the insular area intends to use HOME funds for homebuyers, the guidelines for

resale or recapture as required in § 92.254(a)(5);

5. If the insular area intends to use HOME funds for tenant-based rental assistance, a description of how the program will be administered consistent with the minimum guidelines described in § 92.209;
6. If an insular area intends to use other forms of investment not described in § 92.205(b), a description of the other forms of investment;
7. A statement of the policy and procedures to be followed by the insular area to meet the requirements for affirmative marketing, and establishing and overseeing a minority and women business outreach program under § 92.351;
8. If the insular intends to use HOME funds for refinancing along with rehabilitation, the insular area's guidelines described in § 92.206(b).

c. *Certifications.* The following certifications must accompany the program description:

1. A certification that, before committing funds to a project, the insular area will evaluate the project in accordance with guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing;
2. If the insular area intends to provide tenant-based rental assistance, the certification required by § 92.209;
3. A certification that the submission of the program description is authorized under applicable law and the insular area possesses the legal authority to carry out the HOME Investment Partnerships Program, in accordance with the HOME regulations;
4. A certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR part 24 and the requirements of § 92.353;
5. A certification that the insular area will use HOME funds in compliance with all requirements of this part;
6. The certification with regard to the drug-free workplace required by 24 CFR part 24, subpart F; and
7. The certification required with regard to lobbying required by 24 CFR part 87, together with disclosure forms, if required by 24 CFR part 87.

§ 92.62 Review of Program Description and Certifications

- a. *Review of program description.* The responsible HUD Field Office will review an insular area's program description and will approve the description unless the insular area has failed to submit information sufficient to allow HUD to make the necessary determinations required for § 92.61(b)(4), (b)(6), and (b)(7), or the guidelines under (b)(8) are not satisfactory to HUD, if applicable; or if the level of proposed projects or eligible activities is not within the management capability demonstrated by past performance in housing and community development programs. If the insular area has not submitted information on § 92.61(b)(4), (b)(6), and (b)(7), or the guidelines under (b)(8) are not satisfactory to HUD, if applicable; or if the level of proposed projects or eligible activities is not within the management capability demonstrated by past performance in housing and community development programs, the insular area may be required to furnish such further information or assurances as HUD may consider necessary to find the program description and certifications satisfactory. The HUD Field Office shall work with the insular area to achieve a complete and satisfactory program description.
- b. *Review period.* Within thirty days of receipt of the program description, the HUD Field Office will notify the insular area if determinations cannot be made under § 92.61(b)(4), (b)(6), (b)(7), or (b)(8) with the supporting information submitted, or if the proposed projects or activities are beyond currently demonstrated capability. The insular area will have a reasonable period of time, agreed upon mutually, to submit the necessary supporting information or to revise the proposed projects or activities in its program description.
- c. *HOME Investment Partnership Agreement.* After HUD Field Office approval under this section, a HOME funds allocation is made by HUD execution of the agreement, subject to execution by the insular area. The funds are obligated on the date HUD notifies the insular area of HUD's execution of the agreement.

§ 92.63 Amendments to Program Description

An insular area must submit to HUD for approval any substantial change in its HUD-approved program description that it makes and must document any other changes in its file. A substantial change involves a change in the guidelines for resale or recapture (§ 92.61(b)(4)), other forms of investment (§ 92.61(b)(6)), minority and women business outreach program (§ 92.61(b)(7)) or refinancing (§ 92.61(b)(8)); or a change in the tenure type of the project or activities; or a funding increase to a project or activity of \$100,000 or 50% (whichever is greater).

The HUD Field Office will notify the insular area if its program description, as amended, does not permit determinations to be made under § 92.61(b)(4), (b)(6), (b)(7), or (b)(8), or if the level of proposed projects or eligible activities is not within the management capability demonstrated by past performance in housing and community development

programs, within 30 days of receipt.

The insular area will have a reasonable period of time, agreed upon mutually, to submit the necessary supporting information to revise the proposed projects or activities in its program description.

§ 92.64 Applicability of Requirements to Insular Areas

a. Insular areas are subject to the same requirements in subpart E (Program Requirements), subpart F (Project Requirements), subpart K (Program Administration), and subpart L (Performance Reviews and Sanctions) of this part as participating jurisdictions, except for the following.

1. Subpart E (Program Requirements): Administrative costs, as described in § 92.207, are eligible costs for insular areas in an amount not to exceed 15 percent of the HOME funds provided to the insular area. The matching contribution requirements in this part do not apply.

2. Subpart K (Program Administration):

i. Section 92.500 (The HOME Investment Trust Fund) does not apply. HUD will establish a HOME account in the United States Treasury for each insular area and the HOME funds must be used for approved activities. A local account must be established for program income. Each insular area may use either a separate local HOME account or a subsidiary account within its general fund (or other appropriate fund) as the local HOME account. HUD will recapture HOME funds in the HOME Treasury account by the amount of:

A. Any funds that are not committed within 24 months after the last day of the month in which HUD notifies the insular area of HUD's execution of the HOME Investment Partnership Agreement;

B. Any funds that are not expended within five years after the last day of the month in which HUD notifies the insular area of HUD's execution of the HOME Investment Partnership Agreement; and

C. Any penalties assessed by HUD under § 92.552.

ii. Section 92.502 (Program disbursement and information system) applies, except that references to the HOME Investment Trust Fund mean HOME account. In addition, § 92.502(c) does not apply, and instead compliance with Treasury Circular No. 1075 (31 CFR part 205) and 24 CFR 85.21 is required.

iii. Section 92.503 (Program income, repayments, and recaptured funds)

applies, except that the funds may be retained provided the funds are used for eligible activities in accordance with the requirements of this section.

3. Section 92.504 (Participating jurisdiction responsibilities; written agreements; on-site inspections) applies, except that the written agreement must ensure compliance with the requirements in this section.
 4. Section 92.508 (Recordkeeping) applies with respect to the records that relate to the requirements of this section.
 5. Section 92.509 (Performance reports) applies, except that a performance report is required for the fiscal year allocation only after completion of the approved projects funded by the allocation.
 6. Subpart L (Performance Reviews and Sanctions): Section 92.552 does not apply. Instead, § 92.65 applies.
- b. The requirements of subpart H (Other Federal Requirements) of this part apply as follows: § 92.357 Executive Order 12372 applies as written, and the requirements of the remaining sections which apply to participating jurisdictions are applicable to the insular areas.
 - c. Subpart B (Allocation Formula), subpart C (Consortia; Designation and Revocation as a Participating Jurisdiction), subpart D (Submission Requirements), and subpart G (Community Housing Development Organizations) of this part do not apply.
 - d. Subpart A (General) applies, except that for the definitions of commitment, program income, and subrecipient, “participating jurisdiction” means “insular area.”

§ 92.65 Funding Sanctions

Following notice and opportunity for informal consultation, HUD may withhold, reduce or terminate the assistance where any corrective or remedial actions taken under § 92.551 fail to remedy an insular area’s performance deficiencies, and the deficiencies are sufficiently substantial, in the judgment of HUD, to warrant sanctions.

§ 92.66 Reallocation

Any HOME funds which are reduced or recaptured from an insular area’s allocation and which are not used to increase the allocation amount for one or more of the remaining insular areas as provided in § 92.60 of this part, will be reallocated by HUD to the States in accordance with the requirements in subpart J for reallocating funds initially allocated to a State.

SUBPART C – CONSORTIA; DESIGNATION AND REVOCATION OF DESIGNATION AS A PARTICIPATING JURISDICTION

§ 92.100 [Reserved]

§ 92.101 Consortia

- a. A consortium of geographically contiguous units of general local government is a unit of general local government for purposes of this part if the requirements of this section are met.
 1. One or more members of a proposed consortium or an existing consortium whose consortium qualification terminates at the end of the fiscal year, must provide written notification to the HUD Field Office of its intent to participate as a consortium in the HOME Program for the following fiscal year. HUD shall establish the deadline for this submission.
 2. The proposed consortium must provide, at such time and in a manner and form prescribed by HUD, the qualification documents, which will include submission of:
 - i. A written certification by the State that the consortium will direct its activities to alleviation of housing problems within the State; and
 - ii. Documentation which demonstrates that the consortium has executed one legally binding cooperation agreement among its members authorizing one member unit of general local government to act in a representative capacity for all member units of general local government for the purposes of this part and providing that the representative member assumes overall responsibility for ensuring that the consortium's HOME Program is carried out in compliance with the requirements of this part.
 3. Before the end of the fiscal year in which the notice of intent and documentation are submitted, HUD must determine that a proposed consortium has sufficient authority and administrative capability to carry out the purposes of this part on behalf of its member jurisdictions. HUD will endeavor to make its determination as quickly as practicable after receiving the consortium's documentation in order to provide the consortium an opportunity to correct its submission, if necessary. If the submission is deficient, HUD will work with the consortium to resolve the issue, but will not delay the formula allocations. HUD, at its discretion, may review the performance of an existing consortium that wishes to requalify to determine whether it continues to have sufficient authority and administrative capacity to successfully administer the program.

- b. A metropolitan city or an urban county may be a member of a consortium. A unit of general local government that is included in an urban county may be part of a consortium, only if the urban county joins the consortium. The included local government cannot join the consortium except through participation in the urban county.
- c. A non-urban county may be a member of a consortium. However, the county cannot on its own include the whole county in the consortium. A unit of local government located within the non-urban county that wishes to participate as a member of the consortium must sign the HOME consortium agreement.
- d. If the representative unit of general local government distributes HOME funds to member units of general local government, the representative unit is responsible for applying to the member units of general local government the same requirements as are applicable to subrecipients.
- e. The consortium's qualification as a unit of general local government continues for a period of three successive Federal fiscal years, or until HUD revokes its designation as a participating jurisdiction, or until an urban county member fails to requalify under the CDBG program as an urban county for a fiscal year included in the consortium's qualification period, or the consortium fails to receive a HOME allocation for the first Federal fiscal year of the consortium's qualification period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. However, if a member urban county's three year CDBG qualification cycle is not the same as the consortium, the consortium may elect a shorter qualification period than three years to synchronize with the urban county's qualification period. During the period of qualification, additional units of general local government may join the consortium, but no included unit of general local government may withdraw from the consortium. See 24 CFR part 91, subpart E, for consolidated plan requirements for consortia, including the requirement that all members of the consortia must be on the same program year.
- f. The consortium agreement may, at the option of its member units of general local government, contain a provision that authorizes automatic renewals for the successive qualification period of three Federal fiscal years. The provision authorizing automatic renewal must require the lead consortium member to give the consortium members written notice of their right to elect not to continue participation for the new qualification period.

§ 92.102 Participation Threshold Amount

- a. To be eligible to become a participating jurisdiction, a unit of general local government must have a formula allocation under § 92.50 that is equal to or greater than \$750,000; or

- b. If a unit of general local government's formula allocation is less than \$750,000, HUD must find:
1. The unit of general local government has a local PHA and has demonstrated a capacity to carry out the provisions of this part, as evidenced by satisfactory performance under one or more HUD-administered programs that provide assistance for activities comparable to the eligible activities under this part; and
 2. The State has authorized HUD to transfer to the unit of general local government a portion of the State's allocation or the State, the unit of general local government, or both, has made available its own resources such that the sum of the amounts transferred or made available are equal to or greater than the difference between the unit of general local government's formula allocation and \$750,000.
- c. In fiscal years in which Congress appropriates less than \$1.5 billion for this part, \$500,000 is substituted for \$750,000 each time it appears in this section.

§ 92.103 Notification of Intent to Participate

- a. Not later than 30 days after receiving notice of its formula allocation amount, a jurisdiction must notify HUD in writing of its intention to become a participating jurisdiction.
- b. A unit of general local government that has a formula allocation of less than \$750,000, or less than \$500,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part, must submit, with its notice, one or more of the following, as appropriate, as evidence that it has met the threshold allocation requirements in § 92.102(b):
1. Authorization from the State to transfer a portion of its allocation to the unit of general local government;
 2. A letter from the governor or designee indicating that the required funds have been approved and budgeted for the unit of general local government;
 3. A letter from the chief executive officer of the unit of general local government indicating that the required funds have been approved and budgeted.

§ 92.104 Submission of a Consolidated Plan

A jurisdiction that has not submitted a consolidated plan to HUD must submit to HUD, not later than 90 days after providing notification under § 92.103, a consolidated plan in accordance with 24 CFR part 91.

§ 92.105 Designation as a Participating Jurisdiction

When a jurisdiction has complied with the requirements of §§ 92.102 through 92.104 and HUD has approved the jurisdiction's consolidated plan in accordance with 24 CFR part 91, HUD will designate the jurisdiction as a participating jurisdiction.

§ 92.106 Continuous Designation as a Participating Jurisdiction

Once a State or unit of general local government is designated a participating jurisdiction, it remains a participating jurisdiction for subsequent fiscal years and the requirements of §§ 92.102 through 92.105 do not apply, unless HUD revokes the designation in accordance with § 92.107.

§ 92.107 Revocation of Designation as a Participating Jurisdiction

HUD may revoke a jurisdiction's designation as a participating jurisdiction if:

- a. HUD finds, after reasonable notice and opportunity for hearing as provided in § 92.552(b) that the jurisdiction is unwilling or unable to carry out the provisions of this part, including failure to meet matching contribution requirements; or
- b. The jurisdiction's formula allocation falls below \$750,000 (or below \$500,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part) for three consecutive years, below \$625,000 (or below \$410,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part) for two consecutive years, or the jurisdiction does not receive a formula allocation in any one year.
- c. When HUD revokes a participating jurisdiction's designation as a participating jurisdiction, HUD will reallocate any remaining funds in the jurisdiction's HOME Investment Trust Fund established under § 92.500 in accordance with § 92.451.

SUBPART D – SUBMISSION REQUIREMENTS

§ 92.150 Submission Requirements

In order to receive its HOME allocation, a participating jurisdiction must submit a consolidated plan in accordance with 24 CFR part 91. That part includes requirements for the content of the consolidated plan, the process of developing the consolidated plan, including citizen participation, the submission date, HUD approval, and amendments.

SUBPART E – PROGRAM REQUIREMENTS

§ 92.200 Private-public Partnership

Each participating jurisdiction must make all reasonable efforts to maximize participation by the private sector in accordance with section 221 of the Act.

§ 92.201 Distribution of Assistance

a. Local.

1. Each local participating jurisdiction must, insofar as is feasible, distribute HOME funds geographically within its boundaries and among different categories of housing need, according to the priorities of housing need identified in its approved consolidated plan.
2. The participating jurisdiction may only invest its HOME funds in eligible projects within its boundaries, or in joint projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions.

b. State.

1. Each State participating jurisdiction is responsible for distributing HOME funds throughout the State according to the State's assessment of the geographical distribution of the housing needs within the State, as identified in the State's approved consolidated plan. The State must distribute HOME funds to rural areas in amounts that take into account the non-metropolitan share of the State's total population and objective measures of rural housing need, such as poverty and substandard housing, as set forth in the State's approved consolidated plan. To the extent the need is within the boundaries of a participating unit of general local government, the State and the unit of general local government shall coordinate activities to address that need.
2. A State may carry out its own HOME program without active participation of units of general local government or may distribute HOME funds to units of general local government to carry out HOME programs in which both the State and all or some of the units of general local government perform specified program functions. A unit of general local government designated by a State to receive HOME funds from a State is a State recipient.
3.
 - i. A State that uses State recipients to perform program functions shall ensure that the State recipients use HOME funds in accordance with the requirements of this part and other applicable laws. The State may require

the State recipient to comply with requirements established by the State or may permit the State recipient to establish its own requirements to comply with this part.

ii. The State shall conduct such reviews and audit of its State recipients as may be necessary or appropriate to determine whether the State recipient has committed and expended the HOME funds in the United States Treasury account as required by § 92.500, and has met the requirements of this part, particularly eligible activities, income targeting, affordability, and matching contribution requirements.

4. A State and local participating jurisdiction may jointly fund a project within the boundaries of the local participating jurisdiction. The State may provide the HOME funds to the project or it may provide the HOME funds to the local participating jurisdiction to fund the project.

5. A State may fund projects on Indian reservations located within the State provided that the State includes Indian reservations in its consolidated plan.

§ 92.202 Site and Neighborhood Standards

a. *General.* A participating jurisdiction must administer its HOME program in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), and HUD regulations issued pursuant thereto; and promotes greater choice of housing opportunities.

b. *New rental housing.* In carrying out the site and neighborhood requirements with respect to new construction of rental housing, a participating jurisdiction is responsible for making the determination that proposed sites for new construction meet the requirements in 24 CFR 983.6(b).

§ 92.203 Income Determinations

a. The HOME program has income targeting requirements for the HOME program and for HOME projects. Therefore, the participating jurisdiction must determine each family is income eligible by determining the family's annual income.

1. For families who are tenants in HOME-assisted housing and not receiving HOME tenant-based rental assistance, the participating jurisdiction must initially determine annual income using the method in paragraph (a)(1)(i) of this section. For subsequent income determinations during the period of affordability, the participating jurisdiction may use any one of the following methods in

accordance with § 92.252(h):

- i. Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.
 - ii. Obtain from the family a written statement of the amount of the family's annual income and family size, along with a certification that the information is complete and accurate. The certification must state that the family will provide source documents upon request.
 - iii. Obtain a written statement from the administrator of a government program under which the family receives benefits and which examines each year the annual income of the family. The statement must indicate the tenant's family size and state the amount of the family's annual income; or alternatively, the statement must indicate the current dollar limit for very low- or low-income families for the family size of the tenant and state that the tenant's annual income does not exceed this limit.
 2. For all other families, the participating jurisdiction must determine annual income by examining the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.
- b. When determining whether a family is income eligible, the participating jurisdiction must use one of the following three definitions of "annual income":
1. "Annual income" as defined at 24 CFR 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family Assets); or
 2. Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:
 - i. Wages, salaries, tips, commissions, etc.;
 - ii. Self-employment income from owned non-farm business, including proprietorships and partnerships;
 - iii. Farm self-employment income;
 - iv. Interest, dividends, net rental income, or income from estates or trusts;
 - v. Social Security or railroad retirement;
 - vi. Supplemental Security Income, Aid to Families with Dependent Children,

or other public assistance or public welfare programs;

vii. Retirement, survivor, or disability pensions; and

viii. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

3. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

c. Although the participating jurisdiction may use any of the three definitions of "annual income" permitted in paragraph (b) of this section, to calculate adjusted income it must apply exclusions from income established at 24 CFR 5.611. The HOME rents for very low-income families established under § 92.252(b)(2) are based on adjusted income. In addition, the participating jurisdiction may base the amount of tenant-based rental assistance on the adjusted income of the family.

d.

1. The participating jurisdiction must calculate the annual income of the family by projecting the prevailing rate of income of the family at the time the participating jurisdiction determines that the family is income eligible. Annual income shall include income from all family members. Income or asset enhancement derived from the HOME-assisted project shall not be considered in calculating annual income.

2. The participating jurisdiction is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six months has elapsed since the participating jurisdiction determined that the family qualified as income eligible.

3. The participating jurisdiction must follow the requirements in § 5.617 when making subsequent income determinations of persons with disabilities who are tenants in HOME-assisted rental housing or who receive tenant-based rental assistance.

§ 92.204 Applicability of Requirements to Entities that Receive a Reallocation of HOME Funds, Other than Participating Jurisdictions

a. Jurisdictions other than participating jurisdictions and community housing development organizations receiving competitive reallocations from HUD are subject to the same requirements in subpart E (Program Requirements), subpart F (Project Requirements), subpart K (Program Administration), and subpart L (Performance Reviews and Sanctions) of this part as participating jurisdictions,

except for the following:

1. Subpart E (Program Requirements): the matching contribution requirements in § 92.218 through § 92.221 do not apply.
2. Subpart K (Program Administration):
 - i. Section 92.500 (The HOME Investment Trust Fund) does not apply. HUD will establish a HOME account in the United States Treasury and the HOME funds must be used for approved activities. A local account must be established for program income. HUD will recapture HOME funds in the HOME Treasury account by the amount of:
 - A. Any funds that are not committed within 24 months after the last day of the month in which HUD notifies the entity of HUD's execution of the HOME Investment Partnership Agreement;
 - B. Any funds that are not expended within five years after the last day of the month in which HUD notifies the entity of HUD's execution of the HOME Investment Partnership Agreement; and
 - C. Any penalties assessed by HUD under § 92.552.
 - ii. Section 92.502 (Program disbursement and information system) applies, except that references to the HOME Investment Trust Fund mean HOME account and the reference to 24 CFR part 58 does not apply. In addition, § 92.502(c) does not apply, and instead, compliance with Treasury Circular No. 1075 (31 CFR part 205) and 24 CFR 85.21 is required.
 - iii. Section 92.503 (Program income, repayments, and recaptured funds) applies, except that program income may be retained provided the funds are used for eligible activities in accordance with the requirements of this section.
3. Section 92.504 (Participating jurisdiction responsibilities; written agreements; on-site inspections) applies, except that the written agreement must ensure compliance with the requirements in this section.
4. Section 92.508 (Recordkeeping) applies with respect to the records that relate to the requirements of this section.
5. Section 92.509 (Performance reports) applies, except that a performance report is required only after completion of the approved projects.
- b. The requirements in subpart H (Other Federal Requirements) of this part apply as written, except that jurisdictions and community housing development organizations receiving reallocations from HUD must comply with affirmative marketing

requirements, labor requirements, and lead-based paint requirements, applicable to participating jurisdictions.

- c. Subpart B (Allocation Formula), subpart C (Consortia; Designation and Revocation of Designation as a Participating Jurisdiction), and subpart G (Community Housing Development Organizations) of this part do not apply.
- d. Subpart A (General) applies, except that for the definitions of commitment, program income, and subrecipient, “participating jurisdiction” means jurisdiction or community housing development organization receiving the competitive reallocation.

ELIGIBLE AND PROHIBITED ACTIVITIES

§ 92.205 Eligible Activities: General

a. Eligible activities.

1. HOME funds may be used by a participating jurisdiction to provide incentives to develop and support affordable rental housing and homeownership affordability through the acquisition (including assistance to homebuyers), new construction, reconstruction, or rehabilitation of non-luxury housing with suitable amenities, including real property acquisition, site improvements, conversion, demolition, and other expenses, including financing costs, relocation expenses of any displaced persons, families, businesses, or organizations; to provide tenant-based rental assistance, including security deposits; to provide payment of reasonable administrative and planning costs; and to provide for the payment of operating expenses of community housing development organizations. The housing must be permanent or transitional housing. The specific eligible costs for these activities are set forth in §§ 92.206 through 92.209.
2. Acquisition of vacant land or demolition must be undertaken only with respect to a particular housing project intended to provide affordable housing.
3. Conversion of an existing structure to affordable housing is rehabilitation, unless the conversion entails adding one or more units beyond the existing walls, in which case, the project is new construction for purposes of this part.
4. *Manufactured housing.* HOME funds may be used to purchase and/or rehabilitate a manufactured housing unit, or purchase the land upon which a manufactured housing unit is located. Except for existing, owner-occupied manufactured housing that is rehabilitated with HOME funds, the manufactured housing unit must, at the time of project completion, be connected to permanent utility hook-ups and be located on land that is owned by the manufactured housing unit

owner or land for which the manufactured housing owner has a lease for a period at least equal to the applicable period of affordability.

b. Forms of assistance.

1. A participating jurisdiction may invest HOME funds as equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part.
2. A participating jurisdiction may invest HOME funds to guarantee loans made by lenders and, if required, the participating jurisdiction may establish a loan guarantee account with HOME funds. The HOME funds may be used to guarantee the timely payment of principal and interest or payment of the outstanding principal and interest upon foreclosure of the loan. The amount of the loan guarantee account must be based on a reasonable estimate of the default rate on the guaranteed loans, but under no circumstances may the amount on deposit exceed 20 percent of the total outstanding principal amount guaranteed; except that the account may include a reasonable minimum balance. While loan funds guaranteed with HOME funds are subject to all HOME requirements, funds which are used to repay the guaranteed loans are not.

c. Minimum amount of assistance. The minimum amount of HOME funds that must be invested in a project involving rental housing or homeownership is \$1,000 times the number of HOME-assisted units in the project.

d. Multi-unit projects. HOME funds may be used to assist one or more housing units in a multi-unit project. Only the actual HOME eligible development costs of the assisted units may be charged to the HOME program. If the assisted and non-assisted units are not comparable, the actual costs may be determined based on a method of cost allocation. If the assisted and non-assisted units are comparable in terms of size, features and number of bedrooms, the actual cost of the HOME-assisted units can be determined by pro-rating the total HOME eligible development costs of the project so that the proportion of the total development costs charged to the HOME program does not exceed the proportion of the HOME-assisted units in the project.

e. Terminated projects. A HOME assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any HOME funds invested in the project must be repaid to the participating jurisdiction's HOME Investment Trust Fund in accordance with § 92.503(b) (except for project-specific assistance to community housing development organizations as provided in § 92.301(a)(3) and § 92.301(b)(3)).

§ 92.206 Eligible Project Costs

HOME funds may be used to pay the following eligible costs:

a. *Development hard costs.* The actual cost of constructing or rehabilitating housing.

These costs include the following:

1. For new construction, costs to meet the applicable new construction standards of the participating jurisdiction and the Model Energy Code referred to in § 92.251;
2. For rehabilitation, costs:
 - i. To meet the property standards in § 92.251;
 - ii. To make essential improvements, including energy-related repairs or improvements, improvements necessary to permit use by persons with disabilities, and the abatement of lead-based paint hazards, as required by part 35 of this title.
3. For both new construction and rehabilitation, costs:
 - i. To demolish existing structures;
 - ii. To make utility connections including off-site connections from the property line to the adjacent street; and
 - iii. To make improvements to the project site that are in keeping with improvements of surrounding, standard projects. Site improvements may include on-site roads and sewer and water lines necessary to the development of the project. The project site is the property, owned by the project owner, upon which the project is located.
4. For both new construction and rehabilitation of multifamily rental housing, costs to construct or rehabilitate laundry and community facilities which are located within the same building as the housing and which are for the use of the project residents and their guests.
5. Costs to make utility connections or to make improvements to the project site, in accordance with the provisions of § 92.206(a)(3)(ii) and (iii) are also eligible in connection with acquisition of standard housing.

b. *Refinancing costs.* The cost to refinance existing debt secured by housing that is being rehabilitated with HOME funds:

1. For single-family (1- to 4-family) owner-occupied housing when loaning HOME funds to rehabilitate the housing, if the refinancing is necessary to reduce the

overall housing costs to the borrower and make the housing more affordable.

2. For multifamily projects, when loaning HOME funds to rehabilitate the units if refinancing is necessary to permit or continue affordability under § 92.252. The participating jurisdiction must establish refinancing guidelines and state them in its consolidated plan described in 24 CFR part 91. Regardless of the amount of HOME funds invested, the minimum affordability period shall be 15 years. The guidelines shall describe the conditions under which the participating jurisdictions will refinance existing debt. At minimum, the guidelines must:
 - i. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing;
 - ii. Require a review of management practices to demonstrate that disinvestment in the property has not occurred, that the long term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated;
 - iii. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both;
 - iv. Specify the required period of affordability, whether it is the minimum 15 years or longer;
 - v. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community; and
 - vi. State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.
- c. *Acquisition costs.* Costs of acquiring improved or unimproved real property, including acquisition by homebuyers.
- d. *Related soft costs.* Other reasonable and necessary costs incurred by the owner or participating jurisdiction and associated with the financing, or development (or both) of new construction, rehabilitation or acquisition of housing assisted with HOME funds. These costs include, but are not limited to:
 1. Architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 2. Costs to process and settle the financing for a project, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees

and fees for an independent cost estimate, builders or developers fees.

3. Costs of a project audit that the participating jurisdiction may require with respect to the development of the project.
 4. Costs to provide information services such as affirmative marketing and fair housing information to prospective homeowners and tenants as required by § 92.351.
 5. For new construction or rehabilitation, the cost of funding an initial operating deficit reserve, which is a reserve to meet any shortfall in project income during the period of project rent-up (not to exceed 18 months) and which may only be used to pay project operating expenses, scheduled payments to a replacement reserve, and debt service. Any HOME funds placed in an operating deficit reserve that remain unexpended after the period of project rent-up may be retained for project reserves if permitted by the participating jurisdiction.
 6. Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting potential owners, tenants, and homebuyers, e.g., housing counseling, may be charged to project costs only if the project is funded and the individual becomes the owner or tenant of the HOME-assisted project. For multi-unit projects, such costs must be allocated among HOME-assisted units in a reasonable manner and documented.
 7. For both new construction and rehabilitation, costs for the payment of impact fees that are charged for all projects within a jurisdiction.
 8. Costs of environmental review and release of funds in accordance with 24 CFR Part 58 which are directly related to the project.
- e. *Community housing development organization costs.* Eligible costs of project-specific assistance are set forth in § 92.301.
- f. *Relocation costs.* The cost of relocation payments and other relocation assistance to persons displaced by the project are eligible costs.
1. Relocation payments include replacement housing payments, payments for moving expenses, and payments for reasonable out-of-pocket costs incurred in the temporary relocation of persons.
 2. Other relocation assistance means staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship.

g. *Costs relating to payment of loans.* If the HOME funds are not used to directly pay a cost specified in this section, but are used to pay off a construction loan, bridge financing loan, or guaranteed loan, the payment of principal and interest for such loan is an eligible cost only if:

1. The loan was used for eligible costs specified in this section, and
2. The HOME assistance is part of the original financing for the project and the project meets the requirements of this part.

§ 92.207 Eligible Administrative and Planning Costs

A participating jurisdiction may expend, for payment of reasonable administrative and planning costs of the HOME program and ADDI, an amount of HOME funds that is not more than ten percent of the sum of the Fiscal Year HOME basic formula allocation plus any funds received in accordance with § 92.102(b) to meet or exceed participation threshold requirements that Fiscal Year. A state that transfers any HOME funds in accordance with § 92.102(b) must exclude these funds in calculating the amount it may expend for administrative and planning costs. A participating jurisdiction may also expend, for payment of reasonable administrative and planning costs of the HOME program and the ADDI described in subpart M of this part, a sum up to ten percent of the program income deposited into its local account or received and reported by its state recipients or subrecipients during the program year. A participating jurisdiction may expend such funds directly or may authorize its state recipients or subrecipients, if any, to expend all or a portion of such funds, provided total expenditures for planning and administrative costs do not exceed the maximum allowable amount. Reasonable administrative and planning costs include:

- a. *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not limited to, necessary expenditures for the following:
 1. Salaries, wages, and related costs of the participating jurisdiction's staff. In charging costs to this category the participating jurisdiction may either include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involves program administration assignments, or the prorated share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The participating jurisdiction may use only one of these methods. Program administration includes the following types of assignments:
 - i. Developing systems and schedules for ensuring compliance with program requirements;
 - ii. Developing interagency agreements and agreements with entities receiving

HOME funds;

- iii. Monitoring HOME-assisted housing for progress and compliance with program requirements;
- iv. Developing agreements and monitoring housing not assisted with HOME funds that the participating jurisdiction designates as a matching contribution in accordance with § 92.219(b) for compliance with applicable program requirements;
- v. Preparing reports and other documents related to the program for submission to HUD;
- vi. Coordinating the resolution of audit and monitoring findings;
- vii. Evaluating program results against stated objectives; and
- viii. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraphs (a)(1)(i) through (vii) of this section;

- 2. Travel costs incurred for official business in carrying out the program;
- 3. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;
- 4. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space; and
- 5. Costs of administering tenant-based rental assistance programs.

- b. *Staff and overhead.* Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing, inspections, and other services related to assisting potential owners, tenants, and homebuyers (e.g., housing counseling); and staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship. These costs may be charged as administrative costs or as project costs under § 92.206 (d)(6) and (f)(2), at the discretion of the participating jurisdiction.
- c. *Public information.* The provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of projects being assisted with HOME funds.

- d. *Fair housing.* Activities to affirmatively further fair housing in accordance with the participating jurisdiction's certification under 24 CFR part 91.
- e. *Indirect Costs.* Indirect costs may be charged to the HOME program under a cost allocation plan prepared in accordance with OMB Circulars A-87 or A-122 as applicable.
- f. *Preparation of the consolidated plan.* Preparation of the consolidated plan required under 24 CFR part 91. Preparation includes the costs of public hearings, consultations, and publication.
- g. *Other Federal requirements.* Costs of complying with the Federal requirements in subpart H of this part. Project-specific environmental review costs may be charged as administrative costs or as project costs in accordance with § 92.206(d)(8), at the discretion of the participating jurisdiction.

§ 92.208 Eligible Community Housing Development Organization (CHDO) Operating Expense and Capacity Building Costs

- a. Up to 5 percent of a participating jurisdiction's fiscal year HOME allocation may be used for the operating expenses of community housing development organizations (CHDOs). These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the community housing development organization. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in § 92.300(e) and (f).
- b. HOME funds may be used for capacity building costs under § 92.300(b).

§ 92.209 Tenant-based Rental Assistance: Eligible Costs and Requirements

- a. *Eligible costs.* Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance for a family pursuant to this section. Administration of tenant-based rental assistance is eligible only under general management oversight and coordination at § 92.207(a).
- b. *General requirement.* A participating jurisdiction may use HOME funds for tenant-based rental assistance only if the participating jurisdiction makes the certification about inclusion of this type of assistance in its consolidated plan in accordance with 24 CFR 91.225(d)(1), 91.325(d)(1), or 91.425(a)(2)(i), and specifies local market conditions that lead to the choice of this option.

c. *Tenant selection.* The participating jurisdiction must select families in accordance with written tenant selection policies and criteria that are consistent with the following:

1. *Low-income families.* Tenant-based rental assistance may only be provided to very low- and low-income families. The participating jurisdiction must determine that the family is very low- or low-income before the assistance is provided. During the period of assistance, the participating jurisdiction must annually determine that the family continues to be low-income.

2. *Preferences for Individuals with Special Needs.*

i. The participating jurisdiction may establish a preference for individuals with special needs. The participating jurisdiction may offer, in conjunction with a tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for persons with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all persons with special needs or disabilities who can benefit from such services.

ii. The participating jurisdiction may also provide a preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) if the specific category is identified in the participating jurisdiction's consolidated plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

iii. Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). For example, a participating jurisdiction may not determine that persons given a preference under the program are therefore prohibited from applying for or participating in other programs or forms of assistance.

3. *Existing tenants in the HOME-assisted projects.* A participating jurisdiction may select low-income families currently residing in housing units that are designated for rehabilitation or acquisition under the participating jurisdiction's HOME program. Participating jurisdictions using HOME funds for tenant-based rental assistance programs may establish local preferences for the provision of this assistance. Families so selected may use the tenant-based assistance in the rehabilitated or acquired housing unit or in other qualified housing.

d. *Portability of assistance.* A participating jurisdiction may require the family to use the tenant-based assistance within the participating jurisdiction's boundaries or may permit the family to use the assistance outside its boundaries.

e. *Term of rental assistance contract.* The term of the rental assistance contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between a participating jurisdiction and an owner, the term of the contract must terminate on termination of the lease. For a rental assistance contract between a participating jurisdiction and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

f. *Rent reasonableness.* The participating jurisdiction must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

g. *Tenant protections.* The lease must comply with the requirements in § 92.253(a) and (b).

h. *Maximum subsidy.*

1. The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

2. The participating jurisdiction must establish a minimum tenant contribution to rent.

3. The participating jurisdiction's rent standard for a unit size must be based on:

- i. Local market conditions; or

- ii. For each unit size, may not be less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent or HUD-approved community-wide exception rent (in effect when the participating jurisdiction adopts its rent standard amount). (Community-wide exception rents are maximum gross rents approved by HUD for the Rental Certificate Program under 24 CFR 882.106(a)(3) for a designated municipality, county, or similar locality, which apply to the whole PHA jurisdiction.) A participating jurisdiction may approve on a unit-by-unit basis a subsidy based on a rent standard that exceeds the applicable fair market rent by up to 10 percent for 20 percent of units assisted.

- i. *Housing quality standards.* Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The participating jurisdiction must inspect the housing initially and re-inspect it annually.

j. *Security deposits.*

1. A participating jurisdiction may use HOME funds provided for tenant-based rental assistance to provide loans or grants to very low- and low-income families for security deposits for rental of dwelling units whether or not the participating jurisdiction provides any other tenant-based rental assistance under this section.
2. The relevant State or local definition of "security deposit" in the jurisdiction where the unit is located is applicable for the purposes of this part, except that the amount of HOME funds that may be provided for a security deposit may not exceed the equivalent of two month's rent for the unit.
3. Only the prospective tenant may apply for HOME security deposit assistance, although the participating jurisdiction may pay the funds directly to the tenant or to the landlord.
4. HOME funds for security deposits may be provided as a grant or as a loan. If they are provided as a loan, the loan repayments are program income to be used in accordance with § 92.503.
5. Paragraphs (b), (c), (d), (f), (g) and (i) of this section are applicable to HOME security deposit assistance, except that income determinations pursuant to paragraph (c)(1) of this section and Housing Quality Standard inspections pursuant to paragraph (i) of this section are required only at the time the security deposit assistance is provided.

k. *Program operation.* A tenant-based rental assistance program must be operated consistent with the requirements of this section. The participating jurisdiction may operate the program itself, or may contract with a PHA or other entity with the capacity to operate a rental assistance program. The tenant-based rental assistance may be provided through an assistance contract to an owner that leases a unit to an assisted family or directly to the family. In either case, the participating jurisdiction (or entity operating the program) must approve the lease.

1. *Use of Section 8 assistance.* In any case where assistance under section 8 of the 1937 Act becomes available to a participating jurisdiction, recipients of tenant-based rental assistance under this part will qualify for tenant selection preferences to the same extent as when they received the tenant-based rental assistance under this part.

§ 92.212 Pre-award Costs

- a. *General.* Before the effective date of the HOME Investment Partnership Agreement, the participating jurisdiction may incur costs which may be charged to the HOME allocation after the award of the HOME allocation, provided the costs are in

compliance with the requirements of this part (including environmental review requirements) and with the statutory and regulatory requirements in effect at the time the costs are charged to the HOME allocation.

- b. *Administrative and planning costs.* Eligible administrative and planning costs may be incurred as of the beginning of the participating jurisdiction's consolidated program year (see 24 CFR 91.10) or the date the consolidated plan describing the HOME allocation to which the costs will be charged is received by HUD, whichever is later.
- c. *Project costs.* Eligible project costs may be incurred during the current program year in an amount not to exceed 25% of the current HOME allocation amount, to be charged to the following year's HOME allocation. Before incurring the pre-award costs, the participating jurisdiction must comply with its citizen participation plan requirements addressing 24 CFR 91.105(b)(2), (4), (5) and (g) (local governments) or 91.115(b)(2), (4), (5) and (f) (States). In lieu of a full action plan, the participating jurisdiction may develop a mini-action plan which describes the proposed pre-award projects and costs in accordance with 91.220(c) and includes, if applicable, 91.220(g)(2) (local governments) or 91.320(c) and, if applicable, 91.320(g)(2) (States). The mini-action plan must state that HOME funding for the project(s) is subject to the future availability of HOME funds. The subsequent action plan (i.e., action plan for the HOME allocation to which the costs will be charged) must also include the use of HOME funds contained in the mini-action plan.
- d. *Subrecipient or State recipient costs.* The participating jurisdiction may authorize its subrecipient or State recipient to incur pre-award costs in accordance with the requirements of this section. The authorization must be in writing.
- e. *Other pre-agreement costs.* Pre-agreement costs in excess of the amount set forth in paragraph (c) of this section must be approved, in writing, by the HUD Field Office before the costs are incurred.

§ 92.213 [Reserved]

§ 92.214 Prohibited Activities

- a. HOME funds may not be used to:
 - 1. Provide project reserve accounts, except as provided in § 92.206(d)(5), or operating subsidies;
 - 2. Provide tenant-based rental assistance for the special purposes of the existing section 8 program, in accordance with section 212(d) of the Act;
 - 3. Provide non-federal matching contributions required under any other Federal

program;

4. Provide assistance authorized under section 9 of the 1937 Act (Public Housing Capital and Operating Funds);
 5. Provide assistance to eligible low-income housing under 24 CFR part 248 (Prepayment of Low Income Housing Mortgages), except that assistance may be provided to priority purchasers as defined in 24 CFR 248.101;
 6. Provide assistance (other than tenant-based rental assistance or assistance to a homebuyer to acquire housing previously assisted with HOME funds) to a project previously assisted with HOME funds during the period of affordability established by the participating jurisdiction in the written agreement under § 92.504. However, additional HOME funds may be committed to a project up to one year after project completion (see § 92.502), but the amount of HOME funds in the project may not exceed the maximum per-unit subsidy amount established under § 92.250.
 7. Pay for the acquisition of property owned by the participating jurisdiction, except for property acquired by the participating jurisdiction with HOME funds, or property acquired in anticipation of carrying out a HOME project; or
 8. Pay delinquent taxes, fees or charges on properties to be assisted with HOME funds.
 9. Pay for any cost that is not eligible under §§ 92.206 through 92.209.
- b. Participating jurisdictions may not charge monitoring, servicing and origination fees in HOME-assisted projects. However, participating jurisdictions may charge nominal application fees (although these fees are not an eligible HOME cost) to project owners to discourage frivolous applications. Such fees are applicable credits under OMB Circular A-87.

§ 92.215 Limitation on Jurisdictions under Court Order

Limitations on the use of HOME funds in connection with litigation involving discrimination or fair housing are set forth in section 224 of the Act.

INCOME TARGETING

§ 92.216 Income Targeting: Tenant-based Rental Assistance and Rental Units

Each participating jurisdiction must invest HOME funds made available during a fiscal

year so that, with respect to tenant-based rental assistance and rental units:

a. Not less than 90 percent of:

1. The families receiving such rental assistance are families whose annual incomes do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families (except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction cost or fair market rent, or unusually high or low family income) at the time of occupancy or at the time funds are invested, whichever is later; or
2. The dwelling units assisted with such funds are occupied by families having such incomes; and

b. The remainder of:

1. The families receiving such rental assistance are households that qualify as low-income families (other than families described in paragraph (a)(1) of this section) at the time of occupancy or at the time funds are invested, whichever is later; or
2. The dwelling units assisted with such funds are occupied by such households.

§ 92.217 Income Targeting: Homeownership

Each participating jurisdiction must invest HOME funds made available during a fiscal year so that with respect to homeownership assistance, 100 percent of these funds are invested in dwelling units that are occupied by households that qualify as low-income families.

MATCHING CONTRIBUTION REQUIREMENT

§ 92.218 Amount of Matching Contribution

- a. *General.* Each participating jurisdiction must make contributions to housing that qualifies as affordable housing under the HOME program, throughout a fiscal year. The contributions must total not less than 25 percent of the funds drawn from the jurisdiction's HOME Investment Trust Fund Treasury account in that fiscal year, excluding funds drawn for purposes identified in paragraph (c) of this section.
- b. *Shortfall amount from State or local resources.* Amounts made available under §

92.102(b)(2) from the resources of a State (other than a transfer of the State's formula allocation), the local participating jurisdiction, or both, to enable the local participating jurisdiction to meet the participation threshold amount are not required to be matched and do not constitute matching contributions.

- c. *HOME funds not required to be matched.* HOME funds used for administrative and planning costs (pursuant to § 92.207); community housing development organization operating expenses (pursuant to § 92.208); capacity building (pursuant to 92.300(b)) of community housing development organizations; and project specific assistance to community housing development organizations (pursuant to § 92.301) when the participating jurisdiction waives repayment under the provisions of § 92.301(a)(3) or § 92.301(b)(3) are not required to be matched.
- d. *Match contribution for other programs.* Contributions that have been or will be counted as satisfying a matching requirement of another Federal grant or award may not count as satisfying the matching contribution requirement for the HOME program.

§ 92.219 Recognition of Matching Contribution

- a. *Match contribution to HOME-assisted housing.* A contribution is recognized as a matching contribution if it is made with respect to:
 - 1. A tenant who is assisted with HOME funds;
 - 2. A HOME-assisted unit;
 - 3. The portion of a project that is not HOME-assisted provided that at least 50 percent of the housing units in the project are HOME-assisted. If the match contribution to the portion of the project that is not HOME-assisted meets the affordable housing requirements of § 92.219(b)(2), the percentage requirement for HOME-assisted units does not apply; or
 - 4. The commercial space in a mixed-use project in which at least 51 percent of the floor space is residential provided that at least 50 percent of the dwelling units are HOME-assisted.
- b. *Match contribution to affordable housing that is not HOME-assisted.* The following requirements apply for recognition of matching contributions made to affordable housing that is not HOME-assisted:
 - 1. For tenant-based rental assistance that is not HOME-assisted:
 - i. The contribution must be made with respect to a tenant who is assisted with tenant-based rental assistance that meets the requirements of § 92.203 (Income determinations) and paragraphs (a), (c), (f), and (i) of § 92.209

(Tenant-based rental assistance); and

- ii. The participating jurisdiction must demonstrate in writing that such assistance meets the provisions of §§ 92.203 and 92.209 (except § 92.209(e)).

2. For affordable housing that is not HOME-assisted:

- i. The contribution must be made with respect to housing that qualifies as affordable housing under § 92.252 or § 92.254.
- ii. The participating jurisdiction or its instrumentality must execute, with the owner of the housing (or, if the participating jurisdiction is the owner, with the manager or developer), a written agreement that imposes and enumerates all of the affordability requirements from § 92.252 and § 92.253(a) and (b) (Tenant protections), or § 92.254, whichever are applicable; the property standards requirements of § 92.251; and income determinations made in accordance with § 92.203. This written agreement must be executed before any match contributions may be made.
- iii. A participating jurisdiction must establish a procedure to monitor HOME match-eligible housing to ensure continued compliance with the requirements of §§ 92.203 (Income determinations), 92.252 (Qualification as affordable housing: Rental housing), 92.253(a) and (b) (Tenant protections) and 92.254 (Qualification as affordable housing: Homeownership). No other HOME requirements apply.
- iv. The match may be in any eligible form of match except those in § 92.220(a)(2) (forbearance of fees), (a)(4) (on-site and off-site infrastructure), (a)(10) (direct cost of supportive services) and (a)(11) (direct costs of homebuyer counseling services).
- v. Match contributions to mixed-use or mixed-income projects that contain affordable housing units will be recognized only if the contribution is made to the project's affordable housing units.

§ 92.220 Form of Matching Contribution

- a. *Eligible forms.* Matching contributions must be made from nonfederal resources and may be in the form of one or more of the following:
 - 1. *Cash contributions from nonfederal sources.* To be recognized as a cash contribution, funds must be contributed permanently to the HOME program (or to affordable housing not assisted with HOME funds), regardless of the form of investment provided to the project. Therefore, to receive match credit for the full amount of a loan to a HOME project, all repayment, interest, or other return

on investment of the contribution must be deposited in the local account of the participating jurisdiction's HOME Investment Trust Fund to be used for eligible HOME activities in accordance with the requirements of this part. A cash contribution to affordable housing that is not assisted with HOME funds must be contributed permanently to the project. Repayments of matching contributions in affordable housing projects, as defined in § 92.219(b), that are not HOME-assisted, must be made to the local account of the participating jurisdiction's HOME Investment Trust Fund to get match credit for the full loan amount.

- i. A cash contribution may be made by the participating jurisdiction, non-Federal public entities, private entities, or individuals, except as prohibited under paragraph (b)(4) of this section. A cash contribution made to a nonprofit organization for use in a HOME project may be counted as a matching contribution.
- ii. A cash contribution may be made from program income (as defined by 24 CFR § 85.25(b)) from a Federal grant earned after the end of the award period if no Federal requirements govern the disposition of the program income. Included in this category are repayments from closed out grants under the Urban Development Action Grant Program (24 CFR part 570, subpart G) and the Housing Development Grant Program (24 CFR part 850), and from the Rental Rehabilitation Grant Program (24 CFR part 511) after all fiscal year Rental Rehabilitation grants have been closed out.
- iii. The grant equivalent of a below-market interest rate loan to the project that is not repayable to the participating jurisdiction's HOME Investment Trust Fund may be counted as a cash contribution, as follows:
 - A. If the loan is made from funds borrowed by a jurisdiction or public agency or corporation the contribution is the present discounted cash value of the difference between the payments to be made on the borrowed funds and payments to be received from the loan to the project based on a discount rate equal to the interest rate on the borrowed funds.
 - B. If the loan is made from funds other than funds borrowed by a jurisdiction or public agency or corporation, the contribution is the present discounted cash value of the yield foregone. In determining the yield foregone, the participating jurisdiction must use as a measure of a market rate yield one of the following, as appropriate:
 1. With respect to one- to four-unit housing financed with a fixed interest rate mortgage, a rate equal to the 10-year Treasury note rate plus 200 basis points;

2. With respect to one- to four-unit housing financed with an adjustable interest rate mortgage, a rate equal to the one-year Treasury bill rate plus 250 basis points;
 3. With respect to a multifamily project, a rate equal to the 10-year Treasury note rate plus 300 basis points;
 4. With respect to housing receiving financing for rehabilitation, a rate equal to the 10-year Treasury note rate plus 400 basis points.
- iv. Proceeds of bonds that are not repaid with revenue from an affordable housing project (e.g., general obligation bonds) and that are loaned to a HOME-assisted or other qualified affordable housing project constitute a cash contribution under this paragraph.
 - v. A cash contribution may be counted as a matching contribution only if it is used for costs eligible under §§ 92.206 or 92.209, or for the following (which are not HOME eligible costs): the cost of removing and relocating ECHO housing unit during the period of affordability in accordance with § 92.258(d)(3)(ii), payments to a project reserve account beyond payments permitted by § 92.206(d)(5), operating subsidies, or costs relating to the portion of a mixed-income or mixed-use HOME-assisted project not related to the affordable housing units.

2. *Forbearance of fees.*

- i. *State and local taxes, charges or fees.* The value (based on customary and reasonable means for establishing value) of State or local taxes, fees, or other charges that are normally and customarily imposed or charged by a State or local government on all transactions or projects in the conduct of its operations, which are waived, foregone, or deferred (including State low-income housing tax credits) in a manner that achieves affordability of HOME-assisted projects, may be counted as match. The amount of any real estate taxes may be based on post-improvement property value. For taxes, fees, or charges that are forgiven for future years, the value is the present discounted cash value, based on a rate equal to the rate for the Treasury security with a maturity closest to the number of years for which the taxes, fees, or charges are waived, foregone, or deferred.
- ii. *Other charges or fees.* The value of fees or charges associated with the transfer or development of real estate that are normally and customarily imposed or charged by public or private entities, which are waived or foregone, in whole or in part, in a manner that achieves affordability of HOME-assisted projects, may be counted as match. Fees and charges under this paragraph do not include fees or charges for legal or other professional services; professional services which are donated, in whole or

in part, are an eligible matching contribution in accordance with paragraph (a)(7) of this section.

- iii. Fees or charges that are associated with the HOME Program only (rather than normally and customarily imposed or charged on all transactions or projects) are not eligible forms of matching contributions.

3. *Donated Real Property.* The value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of donated land or other real property may be counted as match. The donation may be made by the participating jurisdiction, non-Federal public entities, private entities, or individuals, except as prohibited under paragraph (b)(4) of this section.

- i. Donated property not acquired with Federal resources is a contribution in the amount of 100% of the value.

- ii. Donated property acquired with Federal assistance may provide a partial contribution as follows. The property must be acquired with Federal assistance specifically for a HOME project (or for affordable housing that will be counted as match pursuant to § 92.219(b)(2)). The property must be acquired with the Federal assistance at demonstrably below the appraised value and must be acknowledged by the seller as a donation to affordable housing at the time of the acquisition with the Federal assistance. The amount of the contribution is the difference between the acquisition price and the appraised value at the time of acquisition with the Federal assistance. If the property is acquired with the Federal assistance by someone other than the HOME project (or affordable housing) owner, to continue to qualify as a contribution, the property must be given to the HOME project (or affordable housing) owner at a price that does not exceed the amount of the Federal assistance used to acquire the property.

- iii. Property must be appraised in conformance with established and generally recognized appraisal practice and procedures in common use by professional appraisers. Opinions of value must be based on the best available data properly analyzed and interpreted. The appraisal of land and structures must be performed by an independent, certified appraiser.

4. The cost, not paid with Federal resources, of on-site and off-site infrastructure that the participating jurisdiction documents are directly required for HOME-assisted projects. The infrastructure must have been completed no earlier than 12 months before HOME funds are committed to the project.

5. Proceeds from multifamily and single family affordable housing project bond financing validly issued by a State or local government, or an agency or instrumentality of a State or local government or a political subdivision of a

State and repayable with revenues from the affordable housing project financed as follows:

- i. Fifty percent of the loan amount made from bond proceeds to a multifamily affordable housing project owner may qualify as match.
 - ii. Twenty-five percent of the loan amount from bond proceeds made to a single-family affordable housing project owner may qualify as match.
 - iii. Loans made from bond proceeds may not constitute more than 25 percent of a participating jurisdiction's total annual match contribution.
6. The reasonable value of donated site-preparation and construction materials, not acquired with Federal resources. The value of site-preparation and construction materials is to be determined in accordance with the participating jurisdiction's cost estimate procedures.
 7. The reasonable rental value of the donated use of site preparation or construction equipment.
 8. The value of donated or voluntary labor or professional services (see § 92.354(b)) in connection with the provision of affordable housing. A single rate established by HUD shall be applicable for determining the value of unskilled labor. The value of skilled labor or professional services shall be determined by the rate that the individual or entity performing the labor or service normally charges.
 9. The value of sweat equity (see § 92.354(c)) provided to a homeownership project, under an established component of a participating jurisdiction's program, up until the time of project completion (i.e., submission of a project completion form). Such labor shall be valued at the rate established for unskilled labor at paragraph (a)(8) of this section.
 10. The direct cost of supportive services provided to families residing in HOME-assisted units during the period of affordability or receiving HOME tenant-based rental assistance during the term of the tenant-based rental assistance contract. The supportive services must be necessary to facilitate independent living or be required as part of a self-sufficiency program. Examples of supportive services include: case management, mental health services, assistance with the tasks of daily living, substance abuse treatment and counseling, day care, and job training and counseling.
 11. The direct cost of homebuyer counseling services provided to families that acquire properties with HOME funds under the provisions of § 92.254(a), including ongoing counseling services provided during the period of affordability. These services may be provided as part of a homebuyer counseling program that is not specific to the HOME Program, but only the cost

of services to families that complete purchases with HOME assistance may be counted as match.

b. *Ineligible forms.* The following are examples that do not meet the requirements of paragraph (a) of this section and do not count toward meeting a participating jurisdiction's matching contribution requirement:

1. Contributions made with or derived from Federal resources or funds, regardless of when the Federal resources or funds were received or expended. CDBG funds (defined in 24 CFR 570.3) are Federal funds for this purpose;
2. The interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits;
3. Owner equity or investment in a project; and
4. Cash or other forms of contributions from applicants for or recipients of HOME assistance or contracts, or investors who own, are working on, or are proposing to apply for, assistance for a HOME-assisted project. The prohibition in this paragraph (b)(4) does not apply to contractors (who do not own any HOME project) contributing professional services in accordance with paragraph (a)(8) of this section or to persons contributing sweat equity in accordance with paragraph (a)(9) of this section.

§ 92.221 Match Credit

a. *When credit is given.* Contributions are credited on a fiscal year basis at the time the contribution is made, as follows:

1. A cash contribution is credited when the funds are expended.
2. The grant equivalent of a below-market interest rate loan is credited at the time of the loan closing.
3. The value of state or local taxes, fees, or other charges that are normally and customarily imposed but are waived, foregone, or deferred is credited at the time the state or local government or other public or private entity officially waives, forgoes, or defers the taxes, fees, or other charges and notifies the project owner.
4. The value of donated land or other real property is credited at the time ownership of the property is transferred to the HOME project (or affordable housing) owner.
5. The cost of investment in infrastructure directly required for HOME-assisted projects is credited at the time funds are expended for the infrastructure or at the

time the HOME funds are committed to the project if the infrastructure was completed before the commitment of HOME funds.

6. The value of donated material is credited as match at the time it is used for affordable housing.
 7. The value of the donated use of site preparation or construction equipment is credited as match at the time the equipment is used for affordable housing.
 8. The value of donated or voluntary labor or professional services is credited at the time the work is performed.
 9. A loan made from bond proceeds under § 92.220(a)(5) is credited at the time of the loan closing.
 10. The direct cost of social services provided to residents of HOME-assisted units is credited at the time that the social services are provided during the period of affordability.
 11. The direct cost of homebuyer counseling services provided to families that purchase HOME-assisted units is credited at the time that the homebuyer purchases the unit or for post-purchase counseling services, at the time the counseling services are provided.
- b. *Excess match.* Contributions made in a fiscal year that exceed the participating jurisdiction's match liability for the fiscal year in which they were made may be carried over and applied to future fiscal years' match liability. Loans made from bond proceeds in excess of 25 percent of a participating jurisdiction's total annual match contribution may be carried over to subsequent fiscal years as excess match, subject to the annual 25 percent limitation.
- c. Credit for match contributions shall be assigned as follows:
1. For HOME-assisted projects involving more than one participating jurisdiction, the participating jurisdiction that makes the match contribution may decide to retain the match credit or permit the other participating jurisdiction to claim the credit.
 2. For HOME match contributions to affordable housing that is not HOME-assisted (match pursuant to § 92.219(b)) involving more than one participating jurisdiction, the participating jurisdiction that makes the match contribution receives the match credit.
 3. A State that provides non-Federal funds to a local participating jurisdiction to be used for a contribution to affordable housing, whether or not HOME-assisted, may take the match credit for itself or may permit the local participating jurisdiction to receive the match credit.

§ 92.222 Reduction of Matching Contribution Requirement

a. *Reduction for fiscal distress.* HUD will determine match reductions annually.

1. *Distress criteria for local government participating jurisdictions.* If a local government participating jurisdiction satisfies both of the distress factors in paragraphs (a)(1)(i) and (ii) of this section, it is in severe fiscal distress and its match requirement will be reduced by 100% for the period specified in paragraph (a)(3) of this section. If a local government participating jurisdiction satisfies either distress factor in paragraphs (a)(1)(i) or (ii) of this section, it is in fiscal distress and its match requirement will be reduced by 50 percent, for the period specified in paragraph (a)(4) of this section.

i. *Poverty rate.* The average poverty rate in the participating jurisdiction was equal to or greater than 125 percent of the average national poverty rate during the calendar year for which the most recent data are available, as determined according to information of the Bureau of the Census.

ii. *Per capita income.* The average per capita income in the participating jurisdiction was less than 75 percent of the average national per capita income, during the calendar year for which the most recent data are available, as determined according to information from the Bureau of the Census.

2. *Distress criteria for participating jurisdictions that are States.* If a State satisfies at least 2 of the 3 distress factors in paragraphs (a)(2)(i) - (iii) of this section, it is in severe fiscal distress and its match requirement will be reduced by 100% for the period specified in paragraph (a)(3) of this section. If a State satisfies any 1 of the 3 distress factors in paragraphs (a)(2)(i) - (iii) of this section, it is in fiscal distress and its match requirement will be reduced by 50 percent, for the period specified in paragraph (a)(4) of this section.

i. *Poverty rate.* The average poverty rate in the State was equal to or greater than 125 percent of the average national poverty rate during the calendar year for which the most recent data are available, as determined according to information from the Bureau of the Census.

ii. *Per capita income.* The average per capita income in the State was less than 75 percent of the average national per capita income, during the calendar year for which the most recent data are available, as determined according to information from the Bureau of the Census.

iii. *Personal income growth.* The average personal income growth rate in the State over the most recent four quarters for which the data are available was less than 75 percent of the average national personal income growth rate during that period, as determined according to information from the Bureau of Economic Analysis.

3. *Period of match reduction for severe fiscal distress.* A 100% match reduction is effective for the fiscal year in which the severe fiscal distress determination is made and for the following fiscal year.
 4. *Period of match reduction for fiscal distress.* A 50% match reduction is effective for the fiscal year in which the fiscal distress determination is made and for the following fiscal year, except that if a severe fiscal distress determination is published in that following fiscal year, the participating jurisdiction starts a new two-year match reduction period in accordance with the provisions of paragraph (a)(3) of this section.
- b. *Reduction of match for participating jurisdictions in disaster areas.* If a participating jurisdiction is located in an area in which a declaration of major disaster pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act is made, it may request a reduction of its matching requirement. For a local participating jurisdiction, the HUD Field office may reduce the matching requirement specified in § 92.218 by up to 100 percent for the fiscal year in which the declaration of major disaster is made and the following fiscal year. For a State participating jurisdiction, the HUD Field office may reduce the matching requirement specified in § 92.218, by up to 100 percent for the fiscal year in which the declaration of major disaster is made and the following fiscal year with respect to any HOME funds expended in an area to which the declaration of a major disaster applies. At its discretion and upon request of the participating jurisdiction, the HUD Field Office may extend the reduction for an additional year.

SUBPART F – PROJECT REQUIREMENTS

§ 92.250 Maximum Per-unit Subsidy Amount and Subsidy Layering

- a. *Maximum per-unit subsidy amount.* The total amount of HOME funds and ADDI funds that a participating jurisdiction may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located. These limits are available from the Multifamily Division in the HUD Field Office. If the participating jurisdiction's per-unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the per-unit subsidy amount to be increased on a program-wide basis to an amount, up to 240% of the original per unit limits.
- b. *Subsidy layering.* Before committing funds to a project, the participating jurisdiction must evaluate the project in accordance with guidelines that it has adopted for this purpose and will not invest any more HOME funds, in combination with other

governmental assistance, than is necessary to provide affordable housing.

§ 92.251 Property Standards

a.

1. Housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion, except as provided in paragraph (b) of this section. The participating jurisdiction must have written standards for rehabilitation that ensure that HOME-assisted housing is decent, safe, and sanitary. In the absence of a local code for new construction or rehabilitation, HOME-assisted new construction or rehabilitation must meet, as applicable: one of three model codes (Uniform Building Code (ICBO), National Building Code (BOCA), Standard (Southern) Building Code (SBCCI)); or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926. To avoid duplicative inspections when FHA financing is involved in a HOME-assisted property, a participating jurisdiction may rely on a Minimum Property Standards (MPS) inspection performed by a qualified person. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.
2. All other HOME-assisted housing (e.g., acquisition) must meet all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.
3. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).
4. Construction of all manufactured housing must meet the Manufactured Home Construction and Safety Standards established in 24 CFR Part 3280. These standards pre-empt State and local codes covering the same aspects of performance for such housing. Participating jurisdictions providing HOME assistance to install manufactured housing units must comply with applicable State and local laws or codes. In the absence of such laws or codes, the participating jurisdiction must comply with the manufacturer's written instructions for installation of manufactured housing units. Manufactured housing that is rehabilitated using HOME funds must meet the requirements set out in paragraph (a)(1) of this section.

- b. The following requirements apply to housing for homeownership that is to be rehabilitated after transfer of the ownership interest:
1. Before the transfer of the homeownership interest, the participating jurisdiction must:
 - i. Inspect the housing for any defects that pose a danger to health; and
 - ii. Notify the prospective purchaser of the work needed to cure the defects and the time by which defects must be cured and applicable property standards met.
 2. The housing must be free from all noted health and safety defects before occupancy and not later than 6 months after the transfer.
 3. The housing must meet the property standards in paragraph (a)(1) of this section not later than 2 years after transfer of the ownership interest.
- c. An owner of rental housing assisted with HOME funds must maintain the housing in compliance with all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.
- d. All housing occupied by tenants receiving HOME tenant-based rental assistance must meet the housing quality standards in 24 CFR 982.401.

§ 92.252 Qualification as Affordable Housing: Rental Housing

The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the following requirements to qualify as affordable housing. The affordability requirements also apply to the HOME-assisted non-owner-occupied units in single-family housing purchased with HOME funds in accordance with § 92.254.

- a. *Rent limitation.* HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:
1. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 2. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

- b. *Additional Rent limitations.* In rental projects with five or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by very low-income families and meet one of following rent requirements:
1. The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under (a) of this section, then the maximum rent for units under this paragraph is that calculated under paragraph (a).
 2. The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.
- c. *Initial rent schedule and utility allowances.* The participating jurisdiction must establish maximum monthly allowances for utilities and services (excluding telephone). The participating jurisdiction must review and approve rents proposed by the owner for units subject to the maximum rent limitations in paragraphs (a) or (b) of this section. For all units subject to the maximum rent limitations in paragraphs (a) or (b) of this section for which the tenant is paying utilities and services, the participating jurisdiction must ensure that the rents do not exceed the maximum rent minus the monthly allowances for utilities and services.
- d. *Nondiscrimination against rental assistance subsidy holders.* The owner cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982—Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.
- e. *Periods of Affordability.* The HOME-assisted units must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to

preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

f. Subsequent rents during the affordability period.

1. The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. HUD then provides the new maximum HOME rent limits to participating jurisdictions. Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment.
2. The participating jurisdiction must provide project owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits in paragraph (f)(1) of this section) in accordance with the written agreement between the participating jurisdiction and the owner. Owners must annually provide the participating jurisdiction with information on rents and occupancy of HOME-assisted units to demonstrate compliance with this section.
3. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

g. Adjustment of HOME rent limits for a particular project.

1. Changes in fair market rents and in median income over time should be sufficient to maintain the financial viability of a project within the HOME rent limits in this section.
 2. HUD may adjust the HOME rent limits for a project, only if HUD finds that an adjustment is necessary to support the continued financial viability of the project and only by an amount that HUD determines is necessary to maintain continued financial viability of the project. HUD expects that this authority will be used sparingly.
- h. *Tenant income.* The income of each tenant must be determined initially in accordance with § 92.203(a)(1)(i). In addition, each year during the period of affordability the project owner must re-examine each tenant's annual income in accordance with one of the options in § 92.203 selected by the participating jurisdiction. An owner of a multifamily project with an affordability period of 10 years or more who re-examines tenant's annual income through a statement and certification in accordance with § 92.203(a)(1)(ii), must examine the income of each tenant, in accordance with § 92.203(a)(1)(i), every sixth year of the affordability period. Otherwise, an owner who accepts the tenant's statement and certification in accordance with § 92.203(a)(1)(ii) is not required to examine the income of tenants in multifamily or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.
- i. *Over-income tenants.*
1. HOME-assisted units continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this section until the noncompliance is corrected.
 2. Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.
- j. *Fixed and floating HOME units.* In a project containing HOME-assisted and other units, the participating jurisdiction may designate fixed or floating HOME units. This designation must be made at the time of project commitment. Fixed units remain the same throughout the period of affordability. Floating units are changed to

maintain conformity with the requirements of this section during the period of affordability so that the total number of housing units meeting the requirements of this section remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME-assisted unit.

§ 92.253 Tenant and Participant Protections

- a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.
- b. *Prohibited lease terms.* The lease may not contain any of the following provisions:
1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
 7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in

a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:

1. Are consistent with the purpose of providing housing for very low-income and low-income families;
2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
3. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
4. Give prompt written notification to any rejected applicant of the grounds for any rejection.

§ 92.254 Qualification as Affordable Housing: Homeownership

a. *Acquisition with or without rehabilitation.* Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

1. The housing must be single-family housing.
2. The housing must be modest housing as follows:
 - i. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.
 - ii. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.
 - iii. If a participating jurisdiction intends to use HOME funds for homebuyer

assistance or for rehabilitation of owner-occupied single-family properties, the participating jurisdiction may use the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)) (which may be obtained from the HUD Field Office) or it may determine 95 percent of the median area purchase price for single family housing in the jurisdiction, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The 95 percent of median area purchase price must be established in accordance with a market analysis which ensured that a sufficient number of recent housing sales are included in the survey. Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one-month reporting period; for 250 through 499 sales per month, a two-month reporting period; for less than 250 sales per month, at least a three-month reporting period. The data must be listed in ascending order of sales price. The address of the listed properties must include the location within the participating jurisdiction. Lot, square and subdivision data may be substituted for the street address. The housing sales data must reflect all, or nearly all, of the one-family house sales in the entire participating jurisdiction. To determine the median, take the middle sale on the list if an odd number of sales and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by .95 to determine the 95 percent of the median area purchase price. This information must be submitted to the HUD Field Office for review.

3. The housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section.
4. *Periods of affordability.* The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

5. *Resale and recapture.* To ensure affordability, the participating jurisdiction must impose either resale or recapture requirements, at its option. The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate.

i. *Resale.* Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability, that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as its principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The period

of affordability is based on the total amount of HOME funds invested in the housing.

- A. Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.
- B. Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in

preparing a neighborhood revitalization strategy under § 91.215(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

ii. *Recapture.* Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(5) of this section.

A. The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the HOME investment due, the participating jurisdiction can only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

1. *Recapture entire amount.* The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner.
2. *Reduction during affordability period.* The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.
3. *Shared net proceeds.* If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the participating

jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

HOME Investment/HOME Investment + homeowner investment	× Net Proceeds =	HOME amount to be recaptured
Homeowner Investment/HOME Investment + homeowner investment	× Net Proceeds =	amount to homeowner

4. *Owner investment returned first.* The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.
5. *Amount subject to recapture.* The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.
6. *Special considerations for single-family properties with more than one unit.* If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of § 92.252 apply to assisted rental units, except that the participating jurisdiction may impose resale or recapture restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on all

assisted units continue for the period of affordability. If recapture restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the participating jurisdiction, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the requirements of § 92.252 would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of § 92.254.)

7. *Lease-purchase.* HOME funds may be used to assist homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in § 92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.

8. *Contract to purchase.* If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.

9. *Preserving affordability.*

(i) Notwithstanding § 92.214 (a)(6), to preserve the affordability of housing that was previously assisted with HOME funds and subject to the requirements of § 92.254(a), a participating jurisdiction may use additional HOME funds to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or to acquire the housing at the foreclosure sale, to undertake any necessary rehabilitation, and to provide assistance to another homebuyer. The housing must be sold to a new eligible homebuyer in accordance with the requirements of § 92.254(a). Additional HOME funds may not be used if the mortgage in default was funded with HOME funds.

(ii) The total amount of original and additional HOME assistance may not exceed the maximum per-unit subsidy amount established under § 92.250. Alternatively to charging the cost to the HOME program under § 92.206, the participating jurisdiction may charge the cost to the HOME program under § 92.207, as a

reasonable administrative cost of its HOME program, so that the additional HOME funds for the housing are not subject to the maximum per-unit subsidy amount.

b. *Rehabilitation not involving acquisition.* Housing that is currently owned by a family qualifies as affordable housing only if:

1. The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section; and
2. The housing is the principal residence of an owner whose family qualifies as a low- income family at the time HOME funds are committed to the housing.

c. *Ownership interest.* The ownership in the housing assisted under this section must meet the definition of "homeownership" in § 92.2.

d. *New construction without acquisition.* Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion, qualifies as affordable housing if it meets the requirements under paragraph (a) of this section.

§ 92.255 Converting Rental Units to Homeownership Units for Existing Tenants

The participating jurisdiction may permit the owner of HOME-assisted rental units to convert the rental units to homeownership units by selling, donating, or otherwise conveying the units to the existing tenants to enable the tenants to become homeowners in accordance with the requirements of § 92.254. If no additional HOME funds are used to enable the tenants to become homeowners, the homeownership units are subject to a minimum period of affordability equal to the remaining affordable period if the units continued as rental units. If additional HOME funds are used to directly assist the tenants to become homeowners, the minimum period of affordability is the affordability period under § 92.254(a)(4), based on the amount of direct homeownership assistance provided.

§ 92.256 Reserved

§ 92.257 Religious Organizations

a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Neither the federal government nor a state or local government receiving funds under HOME programs shall discriminate against an organization on the basis of the organization's religious

character or affiliation.

- b. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- c. A religious organization that participates in the HOME program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HOME-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- d. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- f. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

§ 92.258 Elder Cottage Housing Opportunity (ECHO) Units

- a. *General.* HOME funds may be used for the initial purchase and initial placement costs of elder cottage housing opportunity (ECHO) units that meet the requirements of this section, and that are small, free-standing, barrier-free, energy-efficient, removable, and designed to be installed adjacent to existing single-family dwellings.
- b. *Eligible owners.* The owner of a HOME-assisted ECHO unit may be:
 1. The owner-occupant of the single-family host property on which the ECHO unit will be located;
 2. A participating jurisdiction; or
 3. A non-profit organization.
- c. *Eligible tenants.* During the affordability period, the tenant of a HOME-assisted ECHO unit must be an elderly or disabled family as defined in 24 CFR 5.403 and must also be a low-income family.
- d. *Applicable requirements.* The requirements of § 92.252 of this part apply to HOME-assisted ECHO units, with the following modifications:
 1. Only one ECHO unit may be provided per host property.
 2. The ECHO unit owner may choose whether or not to charge the tenant of the ECHO unit rent, but if a rent is charged, it must meet the requirements of § 92.252.
 3. The ECHO housing must remain affordable for the period specified in § 92.252(e). If within the affordability period the original occupant no longer occupies the unit, the ECHO unit owner must:
 - i. Rent the unit to another eligible occupant on site;
 - ii. Move the ECHO unit to another site for occupancy by an eligible occupant;
or
 - iii. If the owner of the ECHO unit is the host property owner-occupant, the owner may repay the HOME funds in accordance with the recapture provisions imposed by the participating jurisdiction consistent with § 92.254(a)(5)(ii). The participating jurisdiction must use the recaptured HOME funds for additional HOME activities.
 4. The participating jurisdiction has the responsibility to enforce the project requirements applicable to ECHO units.

SUBPART G – COMMUNITY DEVELOPMENT HOUSING ORGANIZATIONS

§ 92.300 Set-aside for Community Housing Development Organizations (CHDO)

a.

1. Within 24 months after HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be developed, sponsored, or owned by community housing development organizations. For a State, the HOME allocation includes funds reallocated under § 92.451(c)(2)(i) and, for a unit of general local government, funds transferred from a State under § 92.102(b). The funds are reserved when a participating jurisdiction enters into a written agreement with the community housing development organization. The funds must be provided to a community housing development organization, its subsidiary or a partnership of which it or its subsidiary is the managing general partner. If a CHDO owns the project in partnership, it or its wholly owned for-profit or non-profit subsidiary must be the managing general partner. In acting in any of the capacities specified, the community housing development organization must have effective project control. In addition, a community housing development organization, in connection with housing it develops, sponsors or owns with HOME funds provided under this section, may provide direct homeownership assistance (e.g. downpayment assistance) and not be considered a subrecipient.
2. The participating jurisdiction determines the form of assistance, e.g., grant or loan, that the community housing development organization receives and whether any proceeds must be returned to the participating jurisdiction or may be retained by the community housing development organization. While the proceeds the participating jurisdiction permits the community housing development organization to retain are not subject to the requirements of this part, the participating jurisdiction must specify in the written agreement with the community housing development organization whether they are to be used for HOME-eligible or other housing activities to benefit low-income families. However, funds recaptured because housing no longer meets the affordability requirements under § 92.254(a)(5)(ii) are subject to the requirements of this part in accordance with § 92.503.

- b. Each participating jurisdiction must make reasonable efforts to identify community housing development organizations that are capable, or can reasonably be expected to become capable, of carrying out elements of the jurisdiction's approved

consolidated plan and to encourage such community housing development organizations to do so. If during the first 24 months of its participation in the HOME Program a participating jurisdiction cannot identify a sufficient number of capable community housing development organizations, up to 20 percent of the minimum community housing development organization setaside of 15 percent specified in paragraph (a) of this section, above, (but not more than \$150,000 during the 24 month period) may be committed to develop the capacity of community housing development organizations in the jurisdiction.

- c. Up to 10 percent of the HOME funds reserved under this section may be used for activities specified under § 92.301.
- d. HOME funds required to be reserved under this section are subject to reduction, as provided in § 92.500(d).
- e. If funds for operating expenses are provided under § 92.208 to a community housing development organization that is not also receiving funds under paragraph (a) of this section for housing to be developed, sponsored or owned by the community housing development organization, the participating jurisdiction must enter into a written agreement with the community housing development organization that provides that the community housing development organization is expected to receive funds under paragraph (a) of this section within 24 months of receiving the funds for operating expenses, and specifies the terms and conditions upon which this expectation is based.
- f. *Limitation on community housing development organization operating funds.* A community housing development organization may not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under § 92.208.

§ 92.301 Project-specific Assistance to Community Housing Development Organizations

a. *Project-specific technical assistance and site control loans.*

- 1. *General.* Within the percentage specified in § 92.300(c), HOME funds may be used by a participating jurisdiction to provide technical assistance and site control loans to community housing development organizations in the early stages of site development for an eligible project. These loans may not exceed amounts that the participating jurisdiction determines to be customary and reasonable project preparation costs allowable under paragraph (a)(2) of this section. All costs must be related to a specific eligible project or projects.

2. *Allowable costs.* A loan may be provided to cover project costs necessary to determine project feasibility (including costs of an initial feasibility study), consulting fees, costs of preliminary financial applications, legal fees, architectural fees, engineering fees, engagement of a development team, option to acquire property, site control and title clearance. General operational expenses of the community housing development organization are not allowable costs.

3. *Repayment.* The community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in part or in whole, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the borrower.

b. *Project-specific seed money loans.*

1. *General.* Within the percentage specified in § 92.300(c), HOME funds may be used to provide loans to community housing development organizations to cover preconstruction project costs that the participating jurisdiction determines to be customary and reasonable, including, but not limited to the costs of obtaining firm construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and legal fees.

2. *Eligible sponsors.* A loan may be provided only to a community housing development organization that has, with respect to the project concerned, site control (evidenced by a deed, a sales contract, or an option contract to acquire the property), a preliminary financial commitment, and a capable development team.

3. *Repayment.* The community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in whole or in part, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the community housing development organization.

§ 92.302 Housing Education and Organizational Support

HUD is authorized to provide education and organizational support assistance, in conjunction with HOME funds made available to community housing development organizations in accordance with section 233 of the Act. HUD will publish a notice in the Federal Register announcing the availability of funding under this section, as appropriate. The notice need not include funding for each of the eligible activities, but may target

funding from among the eligible activities.

§ 92.303 Tenant Participation Plan

A community housing development organization that receives assistance under this part must adhere to a fair lease and grievance procedure approved by the participating jurisdiction and provide a plan for and follow a program of tenant participation in management decisions.

SUBPART H – OTHER FEDERAL REQUIREMENTS

§ 92.350 Other Federal Requirements

- a. The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
- b. The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat.108).

§ 92.351 Affirmative Marketing; Minority Outreach Program

a. *Affirmative marketing.*

1. Each participating jurisdiction must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more HOME-assisted housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance or families with tenant-based rental assistance provided with HOME funds.)
2. The affirmative marketing requirements and procedures adopted must include:
 - i. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

- ii. Requirements and practices each owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
- iii. Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations,

places of worship, employment centers, fair housing groups, or housing counseling agencies);

- iv. Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and
- v. A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

b. *Minority outreach.* A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

§ 92.352 Environmental Review

a. *General.* The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.

b. *Responsibility for review.*

- 1. The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decisionmaking, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and

related certification, except as authorized by 24 CFR part 58.

2. A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.
3. HUD will perform the environmental review, in accordance with 24 CFR part 50, for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

§ 92.353 Displacement, Relocation, and Acquisition

- a. *Minimizing displacement.* Consistent with the other goals and objectives of this part, the participating jurisdiction must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.
- b. *Temporary relocation.* The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:
 1. Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.
 2. Appropriate advisory services, including reasonable advance written notice of:
 - i. The date and approximate duration of the temporary relocation;
 - ii. The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
 - iii. The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and
 - iv. The provisions of paragraph (b)(1) of this section.
- c. *Relocation assistance for displaced persons.*
 1. *General.* A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR

part 24. A "displaced person" must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

2. Displaced Person.

- i. For purposes of paragraph (c) of this section, the term displaced person means a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:
 - A. After notice by the owner to move permanently from the property, if the move occurs on or after:
 1. The date of the submission of an application to the participating jurisdiction or HUD, if the applicant has site control and the application is later approved; or
 2. The date the jurisdiction approves the applicable site, if the applicant does not have site control at the time of the application; or
 - B. Before the date described in paragraph (c)(2)(i)(A) of this section, if the jurisdiction or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or
 - C. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

- i. The tenant's monthly rent before such agreement and estimated average monthly utility costs; or
 - ii. The total tenant payment, as determined under 24 CFR 5.613, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income; or
 2. The tenant is required to relocate temporarily, does not return to the building/complex, and either:
 - i. The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or
 - ii. Other conditions of the temporary relocation are not reasonable; or
 3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.
- ii. Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a displaced person if:
- A. The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the participating jurisdiction determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.
 - B. The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the project;
 - C. The person is ineligible under 49 CFR 24.2(g)(2); or
 - D. HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

iii. The jurisdiction may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

3. *Initiation of negotiations.* For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term initiation of negotiations means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

d. *Optional relocation assistance.* The participating jurisdiction may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The jurisdiction may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by State or local law, the jurisdiction must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

e. *Residential antidisplacement and relocation assistance plan.* The participating jurisdiction shall comply with the requirements of 24 CFR part 42, subpart C.

f. *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.

g. *Appeals.* A person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

§ 92.354 Labor

a. General.

1. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and

Safety Standards Act (40 U.S.C. 327-332).

2. The contract for construction must contain these wage provisions if HOME funds are used for any project costs in § 92.206, including construction or nonconstruction costs, of housing with 12 or more HOME-assisted units. When HOME funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.
3. Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.
- b. *Volunteers.* The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.
- c. *Sweat equity.* The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

§ 92.355 Lead-based paint

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

[64 FR 50224, Sept. 15, 1999]

§ 92.356 Conflict of Interest

- a. *Applicability.* In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- b. *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decisionmaking process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- c. *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.
- d. *Exceptions: Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:
1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 2. An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- e. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:
1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 2. Whether the person affected is a member of a group or class of low-income

persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

3. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;
4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
5. Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
6. Any other relevant considerations.

f. Owners and Developers.

1. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
2. *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:
 - i. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - ii. Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;

- iii. Whether the tenant protection requirements of § 92.253 are being observed;
- iv. Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and
- v. Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

§ 92.357 Executive Order 12372

- a. *General.* Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.
- b. *Applicability.* Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under subpart J of this part to units of general local government.

§ 92.358 Consultant Activities

No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

SUBPART I – TECHNICAL ASSISTANCE

§ 92.400 Coordinated Federal Support for Housing Strategies

- a. *General.* HUD will provide assistance in accordance with Subtitle C of the Act.
- b. *Notice of funding.* HUD will publish a notice in the Federal Register announcing the availability of funding under this section as appropriate.

SUBPART J – REALLOCATIONS

§ 92.450 General

- a. This subpart J sets out the conditions under which HUD reallocates HOME funds that have been allocated, reserved, or placed in a HOME Investment Trust Fund.
- b. A jurisdiction that is not a participating jurisdiction but is meeting the requirements of §§ 92.102, 92.103, and 92.104, (participation threshold, notice of intent, and submission of consolidated plan) is treated as a participating jurisdiction for purposes of receiving a reallocation under subpart J of this part.

§ 92.451 Reallocation of HOME Funds from a Jurisdiction that Is Not Designated a Participating Jurisdiction or Has Its Designation Revoked

- a. *Failure to be designated a participating jurisdiction.* HUD will reallocate, under this section, any HOME funds allocated to or reserved for a jurisdiction that is not a participating jurisdiction if:
 1. HUD determines that the jurisdiction has failed to:
 - i. Meet the participation threshold amount in § 92.102;
 - ii. Provide notice of its intent to become a participating jurisdiction in accordance with § 92.103; or
 - iii. Submit its consolidated plan, in accordance with 24 CFR part 91; or
 2. HUD after providing for amendments and resubmissions in accordance with 24 CFR part 91 disapproves the jurisdiction's consolidated plan.
- b. *Designation revoked.* HUD will reallocate, under this section, any funds remaining in a jurisdiction's HOME Investment Trust Fund after HUD has revoked the jurisdiction's designation as a participating jurisdiction under § 92.107.
- c. *Manner of reallocation.* HUD will reallocate funds that are subject to reallocation under this section in the following manner:
 1. If the funds to be reallocated under this section are from a State, HUD will:
 - i. Make the funds available by competition in accordance with criteria in § 92.453 among applications submitted by units of general local government within the State and with preference being given to applications from units of general local government that are not participating jurisdictions, and

- ii. Reallocate the remainder by formula in accordance with § 92.454.
2. If the funds to be reallocated are from a unit of general local government:
- i. Located in a State that is participating jurisdiction, HUD will reallocate the funds to that State. The State, in distributing these funds, must give preference to the provision of affordable housing within the unit of general local government; or
 - ii. Located in a State that is not a participating jurisdiction, HUD will reallocate the funds by competition among units of general local government and community housing development organizations within the State, with priority going to applications for affordable housing within the unit of general local government; and reallocate the remainder by formula in accordance with § 92.454.

§ 92.452 Reallocation of Community Housing Development Organization Set-aside

HUD will reallocate, under this section, any HOME funds reduced or recaptured by HUD from a participating jurisdiction's HOME Investment Trust Fund under § 92.300(d). HUD will reallocate these funds by competition in accordance with criteria in § 92.453 to other participating jurisdictions for affordable housing developed, sponsored, or owned by community housing development organizations.

§ 92.453 Criteria for Competitive Reallocations

- a. HUD will invite applications through FEDERAL REGISTER publication of a Notice of Funding Availability (NOFA), in accordance with section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and the requirements of sec. 217(c) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)), for HOME funds that become available for competitive reallocation under § 92.451 or § 92.452, or both. The NOFA will describe the application requirements and procedures, including the total funding available for the competition and any maximum amount of individual awards. The NOFA will also describe the selection criteria and any special factors to be evaluated in awarding points under the selection criteria.
- b. The NOFA will include the selection criteria at sec. 217(c) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)), with the following maximum number of points awarded for each category of criteria:
 - 1. *Commitment.* Up to 25 points for the criteria at sec. 217(c)(1) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)(1));

2. *Actions*. Up to 50 points for the criteria at sec. 217(c)(2) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)(2)); and
3. *Policies*. Up to 25 points for the criteria at sec. 217(c)(3) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12747(c)(3)).

§ 92.454 Reallocations by Formula

a. HUD will reallocate under this section:

1. Any HOME funds remaining available for reallocation after HUD has made competitive reallocations under § 92.451 and § 92.452;
2. Any HOME funds available for reallocation because HUD reduced or recaptured funds from participating jurisdiction under § 92.500(d) for failure to commit the funds within the time specified;
3. Any HOME funds withdrawn by HUD from a participating jurisdiction under 24 CFR 91.520(f) for failure to submit in a timely manner a performance report required by 24 CFR 91.520 that is satisfactory to HUD; and
4. Any HOME funds remitted to HUD under § 92.503(b) when a jurisdiction ceases to be a participating jurisdiction.

b. Any reallocation of funds from a State must be made only among all participating States, and any reallocation of funds from units of general local government must be made only among all participating units of general local government, except those participating jurisdictions that HUD has removed from participating in reallocations under § 92.552.

c. A local participating jurisdiction's share of a reallocation is calculated by multiplying the amount available for reallocation to units of general local government by a factor that is that ratio of the participating jurisdiction's formula allocation provided under § 92.50 to the total of the formula allocations provided for all local participating jurisdictions sharing in the reallocation. A State participating jurisdiction's share is comparably determined using the amount available for reallocation to States.

d. HUD will make reallocations under this section quarterly, unless the amount available for such reallocation is insufficient to warrant making a reallocation. In any event, HUD will make a reallocation under this section at least once a year. The minimum amount of a reallocation is \$1000.

SUBPART K – PROGRAM ADMINISTRATION

§ 92.500 The HOME Investment Trust Fund

- a. *General.* A HOME Investment Trust Fund consists of the accounts described in this section solely for investment in accordance with the provisions of this part. HUD will establish a HOME Investment Trust Fund United States Treasury account for each participating jurisdiction. Each participating jurisdiction may use either a separate local HOME Investment Trust Fund account or, a subsidiary account within its general fund (or other appropriate fund) as the local HOME Investment Trust Fund account.
- b. *Treasury Account.* The United States Treasury account of the HOME Investment Trust Fund includes funds allocated to the participating jurisdiction under § 92.50 (including for a local participating jurisdiction, any transfer of the State's allocation pursuant to § 92.102(b)(2)) and funds reallocated to the participating jurisdiction, either by formula or by competition, under subpart J of this part; and
- c. *Local Account.*
 1. The local account of the HOME Investment Trust Fund includes deposits of HOME funds disbursed from the Treasury account; the deposit of any State funds (other than HOME funds transferred pursuant to § 92.102(b)(2)) or local funds that enable the jurisdiction to meet the participating threshold amount in § 92.102; any program income (from both the allocated funds and matching contributions in accordance with the definition of program income); and any repayments or recaptured funds as required by § 92.503.
 2. The participating jurisdiction may establish a second local account of the HOME Investment Trust Funds if:
 - i. The participating jurisdiction has its own affordable housing trust fund that the participating jurisdiction will use for matching contributions to the HOME program;
 - ii. The statute or local ordinance requires repayments from its own trust fund to be made to the trust fund;
 - iii. The participating jurisdiction establishes a separate account within its own trust fund for repayments of the matching contributions; and
 - iv. The funds in the account are used solely for investment in eligible activities within the participating jurisdiction's boundaries in accordance with the provisions of this part, except as provided under § 92.201(a)(2).

3. The funds in the local account cannot be used for the matching contribution and do not need to be matched.

d.

1. *Reductions.* HUD will reduce or recapture HOME funds in the HOME Investment Trust Fund by the amount of:

- A. Any funds in the United States Treasury account that are required to be reserved (i.e., 15 percent of the funds) by a participating jurisdiction under § 92.300 that are not reserved for a community housing development organization pursuant to a written agreement within 24 months after the last day of the month in which HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnership Agreement;
- B. Any funds in the United States Treasury account that are not committed within 24 months after the last day of the month in which HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnership Agreement;
- C. Any funds in the United States Treasury account that are not expended within five years after the last day of the month in which HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnership Agreement; and
- D. Any penalties assessed by HUD under § 92.552 of this part.

2. For purposes of determining the amount by which the HOME Investment Trust Fund will be reduced or recaptured under paragraphs (d)(1)(A), (B) and (C), HUD will consider the sum of commitments to CHDOs, commitments, or expenditures, as applicable, from the fiscal year allocation being examined from and from subsequent allocations. This sum must be equal to or greater than the amount of the fiscal year allocation being examined, or in the case of commitments to CHDOs, 15 percent of that fiscal year allocation.

§ 92.501 HOME Investment Partnership Agreement

Allocated and reallocated funds will be made available pursuant to a HOME Investment Partnership Agreement. The agreement ensures that HOME funds invested in affordable housing are repayable if the housing ceases to qualify as affordable housing before the period of affordability expires.

§ 92.502 Program Disbursement and Information System

- a. *General.* The HOME Investment Trust Fund account established in the United States Treasury is managed through a computerized disbursement and information system established by HUD. The system disburses HOME funds that are allocated or reallocated, and collects and reports information on the use of HOME funds in the

United States Treasury account. [For purposes of reporting in the Integrated Disbursement and Information System, a HOME project is an activity.]

b. *Project set-up.*

1. After the participating jurisdiction executes the HOME Investment Partnership Agreement, submits the applicable banking and security documents, complies with the environmental requirements under 24 CFR part 58 for release of funds and commits funds to a specific local project, the participating jurisdiction may identify (set up) specific investments in the disbursement and information system. Investments that require the set-up of projects in the system are the acquisition, new construction, or rehabilitation of housing, and the provision of tenant-based rental assistance. The participating jurisdiction is required to enter complete project set-up information at the time of project set-up.
2. If the project set-up information is not completed within 20 days of the project set-up call, the project may be canceled by the system. In addition, a project which has been committed in the system for 12 months without an initial disbursement of funds may be canceled by the system.

c. *Disbursement of HOME funds.*

1. After complete project set-up information is entered into the disbursement and information system, HOME funds for the project may be drawn down from the United States Treasury account by the participating jurisdiction by electronic funds transfer. The funds will be deposited in the local account of the HOME Investment Trust Fund of the participating jurisdiction within 48 to 72 hours of the disbursement request. Any drawdown of HOME funds from the United States Treasury account is conditioned upon the provision of satisfactory information by the participating jurisdiction about the project or tenant-based rental assistance and compliance with other procedures, as specified by HUD.
2. HOME funds drawn from the United States Treasury account must be expended for eligible costs within 15 days. Any interest earned within the 15 day period may be retained by the participating jurisdiction as HOME funds. Any funds that are drawn down and not expended for eligible costs within 15 days of the disbursement must be returned to HUD for deposit in the participating jurisdiction's United States Treasury account of the HOME Investment Trust Fund. Interest earned after 15 days belongs to the United States and must be remitted promptly, but at least quarterly, to HUD, except that a local participating jurisdiction may retain interest amounts up to \$100 per year for administrative expenses and States are subject to the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.).
3. HOME funds in the local account of the HOME Investment Trust Fund must be disbursed before requests are made for HOME funds in the United States

Treasury account.

4. A participating jurisdiction will be paid on an advance basis provided it complies with the requirements of this part.

d. Project completion.

1. Complete project completion information must be entered into the disbursement and information system, or otherwise provided, within 120 days of the final project drawdown. If satisfactory project completion information is not provided, HUD may suspend further project set-ups or take other corrective actions.
2. Additional HOME funds may be committed to a project up to one year after project completion, but the amount of HOME funds in the project may not exceed the maximum per-unit subsidy amount established under § 92.250.

e. Access by other participants. Access to the disbursement and information system by other entities participating in the HOME program (e.g., State recipients) will be governed by procedures established by HUD.

§ 92.503 Program Income, Repayments, and Recaptured Funds

a. Program income.

1. Program income must be used in accordance with the requirements of this part. Program income must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the State recipient or subrecipient to retain the program income for additional HOME projects pursuant to the written agreement required by § 92.504.
2. If the jurisdiction is not a participating jurisdiction when the program income is received, the funds are not subject to the requirements of this part.
3. Program income derived from consortium activities undertaken by or within a member unit of general local government which thereafter terminates its participation in the consortium continues to be program income of the consortium.

b. Repayments.

1. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid by the participating jurisdiction in accordance with paragraph (b)(3) of this section.

2. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by the participating jurisdiction in accordance with paragraph (b)(3) of this section except for repayments of project specific community housing development organization loans which are waived in accordance with §§ 92.301(a)(3) and 92.301(b)(3).
 3. If the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund Treasury account, they must be repaid to the Treasury account. If the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund local account, they must be repaid to the local account. If the jurisdiction is not a participating jurisdiction when the repayment is made, the funds must be remitted to HUD and reallocated in accordance with § 92.454.
- c. *Recaptures.* HOME funds recaptured in accordance with § 92.254(a)(5)(ii) must be used in accordance with the requirements of this part. Recaptured funds must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the State recipient, subrecipient, or community housing development organization to retain the recaptured funds for additional HOME projects pursuant to the written agreement required by § 92.504. If the jurisdiction is not a participating jurisdiction when the recaptured funds are received, the funds must be remitted to HUD and reallocated in accordance with § 92.454.

§ 92.504 Participating Jurisdiction Responsibilities; Written Agreements; On-site Inspection

- a. *Responsibilities.* The participating jurisdiction is responsible for managing the day to day operations of its HOME program, ensuring that HOME funds are used in accordance with all program requirements and written agreements, and taking appropriate action when performance problems arise. The use of State recipients, subrecipients, or contractors does not relieve the participating jurisdiction of this responsibility. The performance of each contractor and subrecipient must be reviewed at least annually.
- b. *Executing a written agreement.* Before disbursing any HOME funds to any entity, the participating jurisdiction must enter into a written agreement with that entity. Before disbursing any HOME funds to any entity, a State recipient, subrecipient, or contractor which is administering all or a part of the HOME program on behalf of the participating jurisdiction, must also enter into a written agreement with that entity. The written agreement must ensure compliance with the requirements of this part.
- c. *Provisions in written agreements.* The contents of the agreement may vary depending upon the role the entity is asked to assume or the type of project undertaken. This

section details basic requirements by role and the minimum provisions that must be included in a written agreement.

1. *State recipient.* The provisions in the written agreement between the State and a State recipient will depend on the program functions that the State specifies the State recipient will carry out in accordance with § 92.201(b).
 - i. *Use of the HOME funds.* The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for the State to effectively monitor performance under the agreement.
 - ii. *Affordability.* The agreement must require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
 - iii. *Program income.* The agreement must state if program income is to be remitted to the State or to be retained by the State recipient for additional eligible activities.
 - iv. *Uniform administrative requirements.* The agreement must require the State recipient to comply with applicable uniform administrative requirements, as described in § 92.505.
 - v. *Project requirement.* The agreement must require compliance with project requirements in subpart F of this part, as applicable in accordance with the type of project assisted.
 - vi. *Other program requirements.* The agreement must require the State recipient to carry out each activity in compliance with all Federal laws and regulations described in subpart H of this part, except that the State recipient does not assume the State's responsibilities for release of funds under § 92.352 and the intergovernmental review process in § 92.357 does not apply to the State recipient.
 - vii. *Affirmative marketing.* The agreement must specify the State recipient's affirmative marketing responsibilities in accordance with § 92.351, if the HOME funds received by the State recipient will be used for housing containing five or more assisted units.
 - viii. *Requests for disbursement of funds.* The agreement must specify that the State recipient may not request disbursement of HOME 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. Program income must be disbursed before the State recipient requests funds from

the State.

- ix. *Records and reports.* The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the State in meeting its recordkeeping and reporting requirements.
 - x. *Enforcement of the agreement.* The agreement must provide for a means of enforcement of affordable housing requirements by the State or the intended beneficiaries, if the State recipient will be the owner at project completion of the affordable housing. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the HOME requirements. The agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the State recipient materially fails to comply with any term of the agreement. The State may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.
 - xi. If the State recipient provides funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors who are providing services to the State recipient, the State recipient must have a written agreement with such entities which meets the requirements of this section.
 - xii. *Duration of the agreement.* The duration of the agreement will depend on which functions the State recipient performs (e.g., whether the State recipient or the State has responsibility for monitoring rental projects for the period of affordability) and which activities are funded under the agreement.
2. *Subrecipient.* A subrecipient is a public agency or nonprofit selected by the participating jurisdiction to administer all or a portion of the participating jurisdiction's HOME Program. The agreement between the participating jurisdiction and the subrecipient must include:
- i. *Use of the HOME funds.* The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, a budget, and the period of the agreement. These items must be in sufficient detail to provide a sound basis for the participating jurisdiction effectively to monitor performance under the agreement.
 - ii. *Program income.* The agreement must state if program income is to be remitted to the participating jurisdiction or to be retained by the

subrecipient for additional eligible activities.

- iii. *Uniform administrative requirements.* The agreement must require the subrecipient to comply with applicable uniform administrative requirements, as described in § 92.505.
- iv. *Other program requirements.* The agreement must require the subrecipient to carry out each activity in compliance with all Federal laws and regulations described in subpart H of this part, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.
- v. *Affirmative marketing.* The agreement must specify the subrecipient's affirmative marketing responsibilities in accordance with § 92.351, if the HOME funds administered by the subrecipient will be used for housing containing five or more assisted units.
- vi. *Requests for disbursement of funds.* The agreement must specify that the subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.
- vii. *Reversion of assets.* The agreement must specify that upon expiration of the agreement, the subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
- viii. *Records and reports.* The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the participating jurisdiction in meeting its recordkeeping and reporting requirements.
- ix. *Enforcement of the agreement.* The agreement must specify remedies for breach of the provisions of the agreement. The agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the subrecipient materially fails to comply with any term of the agreement. The participating jurisdiction may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.
- x. If the subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the subrecipient must have a written agreement which meets the requirements of this section.

3. *For-profit or nonprofit housing owner, sponsor or developer (other than single-family owner-occupant).*

- i. *Use of the HOME funds.* The agreement between the participating jurisdiction and a for-profit or non-profit housing owner, sponsor or developer must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for the participating jurisdiction to effectively monitor performance under the agreement.
- ii. *Affordability.* The agreement must require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period. If the owner or developer is undertaking rental projects, the agreement must establish the initial rents and the procedures for rent increases. If the owner or developer is undertaking homeownership projects for sale to homebuyers in accordance with § 92.254(a), the agreement must set forth the resale or recapture requirements which must be imposed on the housing.
- iii. *Project requirements.* The agreement must require compliance with project requirements in subpart F of this part, as applicable in accordance with the type of project assisted.
- iv. *Property standards.* The agreement must require the housing to meet the property standards in § 92.251 and the lead-based paint requirements in part 35, subparts A, B, J, K, M and R of this title, upon project completion. The agreement must also require owners of rental housing assisted with HOME funds to maintain the housing in compliance with § 92.251 for the duration of the affordability period.
- v. *Other program requirements.* The agreement must require the owner, developer or sponsor to carry out each project in compliance with the following requirements of subpart H of this part:
 - A. If the project contains 5 or more HOME-assisted units, the agreement must specify the owner or developer's affirmative marketing responsibilities as enumerated by the participating jurisdiction in accordance with § 92.351.
 - B. The federal requirements and nondiscrimination established in § 92.350.
 - C. Any displacement, relocation, and acquisition requirements imposed by

the participating jurisdiction consistent with § 92.353.

D. The labor requirements in § 92.354.

E. The conflict of interest provisions prescribed in § 92.356(f).

- vi. *Records and reports.* The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the participating jurisdiction in meeting its recordkeeping and reporting requirements.
 - vii. *Enforcement of the agreement.* The agreement must provide for a means of enforcement of the affordable housing requirements by the participating jurisdiction or the intended beneficiaries. This means of enforcement may include liens on real property, deed restrictions or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the provisions of the agreement.
 - viii. *Requests for disbursement of funds.* The agreement must specify that the developer may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
 - ix. *Duration of the agreement.* The agreement must specify the duration of the agreement. If the housing assisted under this agreement is rental housing, the agreement must be in effect through the affordability period required by the participating jurisdiction under § 92.252. If the housing assisted under this agreement is homeownership housing, the agreement must be in effect at least until completion of the project and ownership by the low-income family.
 - x. *Community housing development organization provisions.* If the nonprofit owner or developer is a community housing development organization and is using set-aside funds under § 92.300, the agreement must include the appropriate provisions under §§ 92.300 and 92.301.
4. *Contractor.* The participating jurisdiction selects a contractor through applicable procurement procedures and requirements. The contractor provides goods or services in accordance with a written agreement (the contract). For contractors who are administering all or a portion of the HOME program, the contract must include at a minimum the following provisions:
- i. *Use of the HOME funds.* The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, a budget, and the length of the agreement.

ii. *Program requirements.* The agreement must provide that the contractor is subject to the requirements in Part 92 that are applicable to the participating jurisdiction, except §§ 92.505 and 92.506 do not apply, and the contractor cannot assume the participating jurisdiction responsibilities for environmental review, decisionmaking, and action under § 92.352. Where the contractor is administering only a portion of the program, the agreement must list the requirements applicable to the activities the contractor is administering.

iii. *Duration of agreement.* The agreement must specify the duration of the contract. Generally, the duration of a contract should not exceed two years.

5. *Homebuyer, homeowner or tenant receiving tenant-based rental or security deposit assistance.* When a participating jurisdiction provides assistance to a homebuyer, homeowner or tenant the written agreement may take many forms depending upon the nature of assistance. As appropriate, it must include as a minimum:

i. For homebuyers, the agreement must conform to the requirements in § 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the resale or recapture provisions. The agreement must specify the amount of HOME funds, the form of assistance, e.g., grant, amortizing loan, deferred payment loan, the use of the funds (e.g., down-payment, closing costs, rehabilitation) and the time by which the housing must be acquired.

ii. For homeowners, the agreement must conform to the requirements in § 92.254(b) and specify the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met.

iii. For tenants, the rental assistance contract or the security deposit contract must conform to §§ 92.209 and 92.253.

d. *On site inspections.*

1. *HOME assisted rental housing.* During the period of affordability, the participating jurisdiction must perform on-site inspections of HOME-assisted rental housing to determine compliance with the property standards of § 92.251 and to verify the information submitted by the owners in accordance with the requirements of § 92.252 no less than: every three years for projects containing 1 to 4 units; every two years for projects containing 5 to 25 units; and every year for projects containing 26 or more units. Inspections must be based on a sufficient sample of units.

2. *Tenant-based rental assistance.* The participating jurisdiction must perform

annual on-site inspections of rental housing occupied by tenants receiving HOME-assisted TBRA to determine compliance with the property standards of § 92.251.

§ 92.505 Applicability of Uniform Administrative Requirements

- a. *Governmental entities.* The requirements of OMB Circular No. A-87 and the following requirements of 24 CFR part 85 apply to the participating jurisdiction, State recipients, and any governmental subrecipient receiving HOME funds: §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52.
- b. *Non-profit organizations.* The requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations that are not governmental subrecipients: §§ 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.
- c. OMB Circulars referenced in this part may be obtained from: Executive Office of the President, Publication Service, 725 17th Street, N.W., Suite G-2200, Washington, DC 20503; telephone: (202) 395-7332.

§ 92.506 Audit

Audits of the participating jurisdiction, State recipients, and subrecipients must be conducted in accordance with 24 CFR 84.26 and 85.26.

§ 92.507 Closeout

HOME funds will be closed out in accordance with procedures established by HUD.

§ 92.508 Recordkeeping

- a. *General.* Each participating jurisdiction must establish and maintain sufficient records to enable HUD to determine whether the participating jurisdiction has met the requirements of this part. At a minimum, the following records are needed:
 1. *Records concerning designation as a participating jurisdiction.*
 - i. For a consortium, the consortium agreement among the participating member units of general local government as required by § 92.101.
 - ii. For a unit of general local government receiving a formula allocation of less

than \$750,000 (or less than \$500,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part), records demonstrating that funds have been made available (either by the State or the unit of general local government, or both) equal to or greater than the difference between its formula allocation and \$750,000 (or \$500,000 in fiscal years

in which Congress appropriates less than \$1.5 billion) as required by § 92.102(b).

2. Program records.

- i. Records of the efforts to maximize participation by the private sector as required by § 92.200.
- ii. The forms of HOME assistance used in the program, including any forms of investment described in the Consolidated Plan under 24 CFR part 91 which are not identified in § 92.205(b).
- iii. The subsidy layering guidelines adopted in accordance with § 92.250 which support the participating jurisdiction's Consolidated Plan certification.
- iv. If existing debt is refinanced for multi-family rehabilitation projects, the refinancing guidelines established in accordance with § 92.206(b), described in the Consolidated Plan.
- v. If HOME funds are used for tenant-based rental assistance, records supporting the participating jurisdiction's Consolidated Plan certification in accordance with 92.209(b), including documentation of the local market conditions that led to the choice of this option; written selection policies and criteria; supporting documentation for preferences for specific categories of individuals with disabilities; and records supporting the rent standard and minimum tenant contribution established in accordance with § 92.209(h).
- vi. If HOME funds are used for tenant-based rental assistance or rental housing, records evidencing that not less than 90 percent of the families receiving such rental assistance meet the income requirements of § 92.216.
- vii. If HOME funds are used for homeownership housing, the procedures used for establishing 95 percent of the median purchase price for the area in accordance with § 92.254(a)(2), in the Consolidated Plan.
- viii. If HOME funds are used for acquisition of housing for homeownership, the resale or recapture guidelines established in accordance with § 92.254(a)(5), in the Consolidated Plan.
- ix. Records demonstrating compliance with the matching requirements of § 92.218 through § 92.222 including a running log and project records documenting the type and amount of match contributions by project.
- x. Records documenting compliance with the 24 month commitment deadline of § 92.500(d).

- xi. Records demonstrating compliance with the fifteen percent CHDO set-aside requirement of § 92.300(a).
- xii. Records documenting compliance with the ten percent limitation on administrative and planning costs in accordance with § 92.207.

3. Project records.

- i. A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.
- ii. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
- iii. Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).
- iv. Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.
- v. Records demonstrating that each family is income eligible in accordance with § 92.203.
- vi. Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of § 92.209(c), including the tenant preference requirements, the rent reasonableness requirements of § 92.209(f), the maximum subsidy provisions of § 92.209(h), HQS inspection reports, and calculation of the HOME subsidy.
- vii. Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.
- viii. Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).
- ix. Records demonstrating that each lease for a tenant receiving tenant-based rental assistance and for an assisted rental housing unit complies with the tenant and participant protections of § 92.253. Records must be kept for each family.
- x. Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95

percent of the median purchase price for the area in accordance with

§ 92.254(a)(2). The records must demonstrate how the estimated value was determined.

- xi. Records demonstrating that each homeownership project meets the affordability requirements of § 92.254 for the required period.
- xii. Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.
- xiii. Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

4. Community Housing Development Organizations (CHDOs) Records.

- i. Written agreements reserving HOME funds to CHDOs in accordance with § 92.300(a).
- ii. Records setting forth the efforts made to identify and encourage CHDOs, as required by § 92.300(b).
- iii. The name and qualifications of each CHDO and amount of HOME CHDO set-aside funds reserved and committed.
- iv. Records demonstrating that each CHDO complies with the written agreements required by § 92.504.
- v. Records concerning the use of CHDO setaside funds, including funds used to develop CHDO capacity pursuant to § 92.300(b).
- vi. Records concerning the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of § 92.208, § 92.300(e) and § 92.300(f).
- vii. Records concerning the tenant participation plan required by § 92.303.
- viii. Records concerning project-specific assistance to CHDOs pursuant to § 92.301, including the impediments to repayment, if repayment is waived.

5. Financial records.

- i. Records identifying the source and application of funds for each fiscal year, including the formula allocation, any reallocation (identified by federal fiscal year appropriation), and any State or local funds provided under § 92.102(b).
- ii. Records concerning the HOME Investment Trust Fund Treasury account and

local account required to be established and maintained by § 92.500, including deposits, disbursements, balances, supporting documentation and any other information required by the program disbursement and information system established by HUD.

- iii. Records identifying the source and application of program income, repayments and recaptured funds.
- iv. Records demonstrating adequate budget control, in accordance with 24 CFR 85.20, including evidence of periodic account reconciliations.

6. Program administration records.

- i. Records demonstrating compliance with the written agreements required by § 92.504.
- ii. Records demonstrating compliance with the applicable uniform administrative requirements required by § 92.505.
- iii. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

7. Records concerning other Federal requirements.

i. Equal opportunity and fair housing records.

- A. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.
- B. Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u).
- C. Documentation of the actions the participating jurisdiction has taken to affirmatively further fair housing.

ii. Affirmative marketing and MBE/WBE records.

- A. Records demonstrating compliance with the affirmative marketing procedures and requirements of § 92.351.
- B. Documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a

contract or subcontract of \$25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

- iii. Records demonstrating compliance with the environmental review requirements of § 92.352 and 24 CFR part 58, including flood insurance requirements.
- iv. Records demonstrating compliance with the requirements of § 92.353 regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date described in § 92.353(c)(2)(i)(A), moving into the property on or after the date described in § 92.353(c)(2)(i)(A), and occupying the property upon completion of the project.
- v. Records demonstrating compliance with the labor requirements of § 92.354, including contract provisions and payroll records.
- vi. Records demonstrating compliance with the lead-based paint requirements of part 35, subparts A, B, J, K, M and R of this title.
- vii. Records supporting exceptions to the conflict of interest prohibition pursuant to § 92.356.
- viii. Debarment and suspension certifications required by 24 CFR parts 24 and 91.
- ix. Records concerning intergovernmental review, as required by § 92.357.

- b. *States with State Recipients.* A State that distributes HOME funds to State recipients must require State recipients to keep the records required by paragraphs (a)(2), (a)(3), (a)(5), (a)(6) and (a)(7) of this section, and such other records as the State determines to be necessary to enable the State to carry out its responsibilities under this part. The State need not duplicate the records kept by the State recipients. The State must keep records concerning its review of State recipients required under § 92.201(b)(3).
- c. *Period of record retention.* All records pertaining to each fiscal year of HOME funds must be retained for the most recent five year period, except as provided below.
 - 1. For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications,

project rents and project inspections must be retained for the most recent five year period, until five years after the affordability period terminates.

2. For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.
3. For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.
4. Written agreements must be retained for five years after the agreement terminates.
5. Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with § 92.353.
6. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

d. *Access to records.*

1. The participating jurisdiction must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.
2. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdiction, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts.

§ 92.509 Performance Reports

- a. *Management reports.* Each participating jurisdiction must submit management reports on its HOME Investment Partnerships Program in such format and at such time as HUD may prescribe.
- b. *Annual performance report.* For annual performance report requirements, see 24 CFR part 91.

SUBPART L – PERFORMANCE REVIEWS AND SANCTIONS

§ 92.550 Performance Reviews

- a. *General.* HUD will review the performance of each participating jurisdiction in carrying out its responsibilities under this part whenever determined necessary by HUD, but at least annually. In conducting performance reviews, HUD will rely primarily on information obtained from the participating jurisdiction's and, as appropriate, the State recipient's records and reports, findings from on-site monitoring, audit reports, and information generated from the disbursement and information system established by HUD. Where applicable, HUD may also consider relevant information pertaining to a participating jurisdiction's or State recipient's performance gained from other sources, including citizen comments, complaint determinations, and litigation. Reviews to determine compliance with specific requirements of this part will be conducted as necessary, with or without prior notice to the participating jurisdiction or State recipient. Comprehensive performance reviews under the standards in paragraph (b) of this section will be conducted after prior notice to the participating jurisdiction.
- b. *Standards for comprehensive performance review.* A participating jurisdiction's performance will be comprehensively reviewed periodically, as prescribed by HUD, to determine:
 1. For local participating jurisdictions and State participating jurisdictions administering their own HOME programs, whether the participating jurisdiction has committed the HOME funds in the United States Treasury account as required by § 92.500 and expended the funds in the United States Treasury account as required by § 92.500, and has met the requirements of this part, particularly eligible activities, income targeting, affordability, and matching requirements; or
 2. For State participating jurisdictions distributing HOME funds to State recipients, whether the State has met the matching contribution and other requirements of this part; has distributed the funds in accordance with the requirements of this part; and has made such reviews and audits of its State recipients as may be appropriate to determine whether they have satisfied the requirements of paragraph (b)(1) of this section.

§ 92.551 Corrective and Remedial Actions

- a. *General.* HUD will use the procedures in this section in conducting the performance review as provided in § 92.550 and in taking corrective and remedial actions.

b. *Performance review.*

1. If HUD determines preliminarily that the participating jurisdiction has not met a requirement of this part, the participating jurisdiction will be given notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days) and on the basis of substantial facts and data, that it has done so.
2. If the participating jurisdiction fails to demonstrate to HUD's satisfaction that it has met the requirement, HUD will take corrective or remedial action in accordance with this section or § 92.552.

c. *Corrective and remedial actions.* Corrective or remedial actions for a performance deficiency (failure to meet a provision of this part) will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence.

1. HUD may instruct the participating jurisdiction to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency, including:
 - i. Preparing and following a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
 - ii. Establishing and following a management plan that assigns responsibilities for carrying out the remedial actions;
 - iii. Canceling or revising activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;
 - iv. Reprogramming HOME funds that have not yet been expended from affected activities to other eligible activities;
 - v. Reimbursing its HOME Investment Trust Fund in any amount not used in accordance with the requirements of this part;
 - vi. Suspending disbursement of HOME funds for affected activities; and
 - vii. Making matching contributions as draws are made from the participating jurisdiction's HOME Investment Trust Fund United States Treasury Account.
2. HUD may also change the method of payment from an advance to reimbursement basis; and take other remedies that may be legally available.

§ 92.552 Notice and Opportunity for Hearing; Sanctions

- a. If HUD finds after reasonable notice and opportunity for hearing that a participating jurisdiction has failed to comply with any provision of this part and until HUD is satisfied that there is no longer any such failure to comply:
 1. HUD shall reduce the funds in the participating jurisdiction's HOME Investment Trust Fund by the amount of any expenditures that were not in accordance with the requirements of this part; and
 2. HUD may do one or more of the following:
 - i. Prevent withdrawals from the participating jurisdiction's HOME Investment Trust Fund for activities affected by the failure to comply;
 - ii. Restrict the participating jurisdiction's activities under this part to activities that conform to one or more model programs which HUD has developed in accordance with section 213 of the Act;
 - iii. Remove the participating jurisdiction from participation in allocations or reallocations of funds made available under subpart B or J of this part;
 - iv. Require the participating jurisdiction to make matching contributions in amounts required by § 92.218(a) as HOME funds are drawn from the participating jurisdiction's HOME Investment Trust Fund United States Treasury Account. Provided, however, that HUD may on due notice suspend payments at any time after the issuance of a notice of opportunity for hearing pursuant to paragraph (b)(1) of this section, pending such hearing and a final decision, to the extent HUD determines such action necessary to preclude the further expenditure of funds for activities affected by the failure to comply.
- b. Proceedings. When HUD proposes to take action pursuant to this section, the respondent in the proceedings will be the participating jurisdiction or, at HUD's option, the State recipient. Proceedings will be conducted in accordance with 24 CFR part 26, subpart B.

SUBPART M – AMERICAN DREAM DOWNPAYMENT INITIATIVE

§ 92.600 Purpose

This subpart describes the requirements for the HOME Program American Dream Downpayment Initiative (ADDI). Through the ADDI, HUD makes formula grants to

participating jurisdictions that qualify for allocations to assist low-income families achieve homeownership in accordance with the provisions of this subpart. Unless otherwise noted in this subpart, the HOME Program requirements contained in subparts B through L of this part do not apply to the ADDI.

§ 92.602 Eligible Activities

a. *Eligible activities.* ADDI funds may only be used for:

1. Downpayment assistance towards the purchase of single family housing by low-income families who are first-time homebuyers; and
2. Rehabilitation that is completed in conjunction with the home purchase assisted with ADDI funds. The rehabilitation assisted with ADDI funds, including the reduction of lead paint hazards and the remediation of other home health hazards, must be completed within one year of the purchase of the home. Total rehabilitation shall not exceed 20 percent of the participating jurisdiction's ADDI fiscal year formula allocation. FY2003 ADDI funds may not be used for rehabilitation.

b. *Eligible project costs.* ADDI funds may be used for the following eligible costs:

1. *Acquisition costs.* The costs of acquiring single family housing.
2. *Rehabilitation costs.* The eligible development hard costs for rehabilitation projects described in § 92.206(a) and the costs for reduction of lead paint hazards and the remediation of other home health hazards. FY2003 ADDI funds may not be used for rehabilitation.
3. *Related soft costs.* Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - i. Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorneys fees, and private appraisal fees.
 - ii. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - iii. Costs to provide information services, such as fair housing information to prospective homeowners.
 - iv. Staff and overhead costs directly related to carrying out the project, such as

work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g., housing counseling), which may be charged to project costs only if the individual purchases single family housing with ADDI assistance.

v. Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.

4. *Ineligible costs.* ADDI funds may not be used for the development costs (hard costs or soft costs) of new construction of housing or for rental assistance.

c. *Forms of investment.* A participating jurisdiction may invest ADDI funds as interest-bearing loans or advances, non-interest bearing loans or advances, interest subsidies consistent with the purposes of this subpart, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with this subpart. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this subpart.

d. *Minimum amount of assistance.* The minimum amount of ADDI funds in combination with HOME funds that must be invested in a project is \$1,000.

e. *Maximum amount of assistance.* The amount of ADDI funds provided to any family shall not exceed the greater of six percent of the purchase price of the single family housing or \$10,000. This limitation does not apply to FY2003 ADDI funds.

f. *Limitation on subrecipients and contractors.* A participating jurisdiction may not provide ADDI funds to an entity or organization that provides downpayment assistance, if the activities of that entity or organization are financed in whole or in part, directly or indirectly, by contributions, service fees, or other payments from the sellers of housing, whether or not made in conjunction with the sale of specific housing acquired with ADDI funds.

§ 92.604 ADDI Allocation Formula

a. *General.* HUD will provide ADDI funds to participating jurisdictions in amounts determined by the formula described in this section.

b. *Allocation to states that are participating jurisdictions.* HUD will provide ADDI funds to each state in an amount that is equal to the percentage of the national total of low-income households residing in rental housing in the state, as determined on the basis of the most recent available U.S. census data (as adjusted by HUD).

c. *Local participating jurisdictions.* Subject to paragraph (d) of this section, HUD will further allocate to each local participating jurisdiction located within a state an amount equal to the percentage of the state-wide total of low-income households residing in rental housing in such participating jurisdiction, as determined on the

basis of the most recent available U.S. census data (as adjusted by HUD).

d. *Limitation on allocations to local participating jurisdictions.* (1) Allocations under paragraph (c) of this section shall be made only if the local participating jurisdiction:

i. Has a total population of 150,000 individuals or more, as determined on the basis of the most recent available U.S. census data (as adjusted by HUD);
or

ii. Would receive an allocation of \$50,000 or more.

2. Any allocation that would have otherwise been made to a local participating jurisdiction that does not meet the requirements of paragraph (d)(1) of this section shall revert back to the state in which the participating jurisdiction is located.

e. *Consortia with members in more than one state.* A consortium with members in more than one state will receive an allocation if the consortium meets the requirements described in paragraph (d) of this section.

f. *Allocation of FY2003 ADDI funds.* For the allocation of FY2003 ADDI funds, HUD will consider a participating jurisdiction's need for, and prior commitment to, assistance to homebuyers. Puerto Rico is a "state" for FY2003 ADDI funds.

1. *Need.* The need of the participating jurisdiction for assistance to homebuyers is measured by its ADDI formula allocation, as calculated under paragraphs (b) through (e) of this section.

2. *Prior commitment.* Only those participating jurisdictions that have demonstrated prior commitment to assistance to homebuyers will receive FY2003 ADDI funds. A participating jurisdiction has demonstrated prior commitment to homebuyers if it has previously committed funds to such purpose under the HOME program, the Community Development Block Grants (CDBG) program, mortgage revenue bonds, or existing funding from state and local governments.

§ 92.606 Reallocations

If any funds allocated to a participating jurisdiction under § 92.604 become available for reallocation, the funds shall be reallocated in the next fiscal year in accordance with § 92.604.

§ 92.608 Consolidated Plan

To receive an ADDI formula allocation, a participating jurisdiction must address the use of the ADDI funds in its consolidated plan submitted in accordance with 24 CFR part 91.

§ 92.610 Program Requirements

The following program requirements contained in part E of this part apply to the ADDI:

- a. *Private-public partnership.* The private-public partnership provisions contained in § 92.200 apply to the ADDI.
- b. *Distribution of assistance.* The distribution of assistance requirements contained in § 92.201 apply to the ADDI.
- c. *Income determinations.* The income determination requirements contained in § 92.203 apply to the ADDI.
- d. *Pre-award costs.* The requirements regarding pre-award costs contained in § 92.212 apply to the ADDI.
- e. *Matching contribution requirement.* The matching contribution requirements contained in §§ 92.218–92.222 apply to FY2003 ADDI funds only.

§ 92.612 Project Requirements

The following project requirements contained in subpart F of this part apply to the ADDI:

- a. *Maximum per-unit subsidy amount and subsidy layering.* The maximum per-unit subsidy limits and subsidy layering requirements contained in § 92.250 apply to the total HOME and ADDI funds in a project.
- b. *Property standards.* Housing assisted with ADDI funds must meet the property standards contained in § 92.251.
- c. *Qualification as affordable housing.* Housing assisted with ADDI funds must meet the affordability requirements contained in § 92.254(a) and (c). If a project receives both HOME and ADDI funds, the total of HOME and ADDI funds in the project is used for calculating the period of affordability described in § 92.254(a)(4) and applied to resales (§ 92.254(a)(5)(i)) and recaptures (§ 92.254(a)(5)(ii)).
- d. *Faith-based organizations.* Faith-based organizations are eligible to participate in the ADDI as subrecipients or contractors as provided in § 92.257.

§ 92.614 Other Federal Requirements

- a. The following federal requirements contained in subpart H of this part apply to the ADDI:
 1. *Other federal requirements and nondiscrimination.* The federal and

nondiscrimination requirements contained in § 92.350 apply to the ADDI.

2. *Environmental review.* The environmental review requirements contained in § 92.352 apply to the ADDI.

3. *Labor.* The labor requirements contained in § 92.354 apply to ADDI.

4. *Lead-based paint.* The lead-based paint prevention and abatement requirements contained in § 92.355 apply to the ADDI.
 5. *Conflict of interest.* The conflict of interest requirements contained in § 92.356 apply to the ADDI.
 6. *Consultant activities.* The requirements regarding consultant activities contained in § 92.358 apply to the ADDI.
- b. The following federal requirements contained in subpart H of this part do not apply to the ADDI:
1. *Affirmative marketing.* The affirmative marketing requirements contained in § 92.351(a).
 2. *Displacement, relocation, and acquisition.* The displacement, relocation, and acquisition requirements implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4201-4655) and the implementing regulations at 49 CFR part 24, contained in § 92.353 do not apply to ADDI, except the requirements do apply to FY2003 ADDI funds.
 3. *Executive Order 12372.* The requirements of Executive Order 12372 (entitled "Intergovernmental Review") described in § 92.357.

§ 92.616 Program Administration

The following program administration requirements contained in subpart K of this part apply to the ADDI:

- a. *HOME Investment Trust Fund.* The requirements regarding the HOME Investment Trust Fund contained in § 92.500 apply to the ADDI, with the exception of paragraphs (c)(2) and (d)(1)(A).
- b. *HOME Investment Partnership Agreement.* The requirements regarding HOME Investment Partnership Agreements contained in § 92.501 apply to the ADDI.
- c. *Program disbursement and information system.* The requirements regarding program disbursement and information systems contained in § 92.502 apply to the ADDI.
- d. *Program income, repayments and recaptured funds.* The requirements regarding program income, repayments, and recaptured funds contained in § 92.503 apply to the ADDI, except the program income and recaptured funds must be deposited in the participating jurisdiction's HOME investments trust fund local account and used in accordance with the HOME program requirements.
- e. *Participating jurisdiction responsibilities and written agreements.* The requirements

regarding participating jurisdiction responsibilities and written agreements contained in § 92.504 apply to the ADDI, with the modification that the written agreement is not required to cover any HOME requirement that is not applicable to the ADDI.

- f. *Applicability of uniform administrative requirements.* The uniform administrative requirements contained in § 982.505 apply to the ADDI.
- g. *Audit.* The audit requirements contained in § 92.506 apply to the ADDI.
- h. *Closeout.* The closeout requirements contained in § 92.507 apply to the ADDI.
- i. *Recordkeeping.* The project records must include records demonstrating that the family qualifies as a first-time homebuyer. The recordkeeping requirements contained in § 92.508 apply to the ADDI, with the exception of the following paragraphs:
 - 1. Paragraph (a)(1);
 - 2. Paragraphs (a)(2)(iv), (a)(2)(v), (a)(2)(vi), (a)(2)(xi), and (a)(2)(xii);
 - 3. Paragraphs (a)(3)(vi), (a)(3)(vii), (a)(3)(viii), (a)(3)(ix), and (a)(3)(xiii);
 - 4. Paragraph (a)(4);
 - 5. Paragraphs (a)(7)(i)(B), (a)(7)(i)(C), (a)(7)(ii)(A), and (a)(7)(ix) (in addition, the requirements of paragraph (a)(7)(iv) apply to FY2003 ADDI funds only); and
 - 6. Paragraphs (c)(1) and (c)(3) (in addition, the requirements of paragraph (c)(5) apply to FY2003 ADDI funds only).
- j. *Performance reports.* The requirements regarding performance reports contained in § 92.509 apply to the ADDI.

§ 92.618 Performance Reviews and Sanctions

HUD will review the performance of participating jurisdictions in carrying out its responsibilities under the ADDI in accordance with the policies and procedures contained in subpart L of this part.

[FR-4832-I-01]

ATTACHMENT "T"

HOME/LIHTF PROGRAM INCOME GUIDELINES: U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program Limits (March 1, 2006) Median Family Income \$58,200

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 12,450 50% 20,650 (Very Low-Income) 80% 33,100 (Low-Income)
2	30% 14,200 50% 23,600 (Very Low-Income) 80% 37,850 (Low-Income)
3	30% 16,000 50% 26,550 (Very Low-Income) 80% 42,550 (Low-Income)
4	30% 17,750 50% 29,550 (Very Low-Income) 80% 47,300 (Low-Income)
5	30% 19,150 50% 31,900 (Very Low-Income) 80% 51,100 (Low-Income)
6	30% 20,600 50% 34,250 (Very Low-Income) 80% 54,850 (Low-Income)
7	30% 22,000 50% 36,600 (Very Low-Income) 80% 58,650 (Low-Income)
8	30% 23,450 50% 38,950 (Very Low-Income) 80% 62,450 (Low-Income)

ATTACHMENT "II"

U.S. DEPARTMENT OF HUD 04/2005 STATE/NEVADA 2006 HOME PROGRAM RENTS							
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Las Vegas-Paradise, NV MSA							
LOW HOME RENT LIMIT	515	553	663	768	855	944	1034
HIGH HOME RENT LIMIT	622	701	842	965	1055	1147	1238
For Information Only:							
FAIR MARKET RENT	622	728	861	1195	1453	1671	1889
50% RENT LIMIT	515	553	663	768	855	944	1034
85% RENT LIMIT	683	701	842	966	1055	1147	1238

ATTACHMENT "III"

REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded

_____, as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Lot 1 Block 1 of Cadillac Arms Tract 1; Plat Book 3 Page 100

Commonly known as 1677 D. St. in the City of Las Vegas, Clark County, Nevada.

Executed by the Economic Opportunity Board's Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

ECONOMIC OPPORTUNITY BOARD

Oscar A. Sharpe, Executive Director

Dated: _____
State of Nevada)
County of Clark)

On this _____ day of _____, 199__, 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 voluntarily and for the uses and purposes therein mentioned.

Notary Public

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101