



United States Department of Agriculture

Farmers Home Administration 704 Albany St., Suite 7 Caldwell, Idaho 83605 208-459-0761

October 2, 1991

David Linden Caldwell Housing Authority PO Box 70 Caldwell, Idaho 83605

#### Dear Dave:

The enclosed forms and examples are being provided for your review and execution. Laws recently passed by Congress place certain restrictions on FmHA loan and grant funds concerning lobbying activities. Section 319 of Public Law 101-121 prohibits FmHA loan/grant recipients from using appropriated funds for lobbying purposes. This law also requires that any persons who request or receive federal contracts, grants, loans or a federal commitment to a guaranteed loan, must disclose the expenditure of any funds, other than appropriated funds, for lobbying activities.

Exhibit A-1 (or Exhibit A-2 in the case of a guarantee) must be completed at the time of application (or bid proposal by sub contractors) is submitted by any persons requesting a contract or grant exceeding \$100,000.00 or a loan exceeding \$150,000.00.

Sub contractors will also be required to file a certification with you to be retained for FmHA's examination upon request. The same dollar restrictions will apply.

If you are not involved in any lobbying activities, you will need only to complete Exhibit A-1 or Exhibit A-2, whichever is applicable to your situation.



If however, you are involved in lobbying activities, please also complete Form SF-LLL "Disclosure of Lobbying Activities" and return both completed forms to the District Office. We are also including Exhibit C which has some examples to assist you in understanding this requirement. As always, should you have any questions, please feel free to contact our office at 459-0761.

Sincerely,

FRED L. MARKER

District Loan Specialist

Enclosures

# Waste discharge permit.

in effect saying a permit was not needed.

Thus FHA will not require a permit But Iskely will want a cortified operator with no 12 month

One source your How meter is obsolete, transmiter as well. There is No literature on or parts for the type we have -

3. Another source is attached

## PACIFIC EQUIPMENT

(208) 465-0083 FAX (208) 465-0085

P.O. Box 588 • 16 - 12th Ave. So. • Nampa, Idaho 83653



March 29, 1991

Housing Authority Of Caldwell P.O. Box 70 Caldwell, ID 83606

Attn: Mr. Dave Linder

Re: Badger Flow Meter

Dear Mr. Linder,

I have researched the alternatives you have for repairing your existing flow meter and have found the following. The meter can be sent in to the factory for repair. It was discontinued 2-years ago so replacing it becomes expensive. A new unit is \$1650.00 and uses Ultrasonic vs. floats like you have at present.

I can get the unit repaired for you. Rather than charge you for Labor to remove the meter, I would suggest you remove it and bring it to my office and I will get it sent in for repair. The cost is quite expensive for repair: \$100.00/hour for labor and any repair parts necessary as well as freight.

I would suggest sending in the unit off the wall in the chlorine room as well so they can be checked there for proper operation. Even if this costs \$500.00 to \$800.00 it will be less than a new meter.

Let me know what else I can do to help you.

sincerely,

Jeff Pryor

Authority, except for any portion invested in marketable obligations of the United States as authorized by The Treasurer of the Authority shall execute a Section 8. fidelity bond, with a surety company approved by Government, in an amount not less than the estimated maximum amount of such funds to be held in said accounts at any one The United States of America shall be named co-obligee, and the amount of the bond shall not be reduced without the prior written consent of the Government. The Authority in its discretion may at any time establish and utilize additional accounts to handle any funds not covered by the provisions of this resolution.

- 6. General Operating Account. By the time the loan and grant are closed the Authority shall from its own funds deposit in the General Fund Account the amount of \$0. All income and revenue from the housing shall upon receipt be immediately deposited in the General Fund Account. The Authority may also in its discretion at any time deposit therein other funds, not otherwise provided for by this resolution, to be used for any of the purposes authorized in Section 7, 8, or 9. Funds in the General Fund Account shall be used only as authorized in said sections and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.
- Operation and Maintenance Account. Not later than the 15th of each month, out of the General Fund Account shall be transferred to the Operation and Maintenance sufficient amounts to enable the Authority to pay from the Operation and Maintenance Account the actual, reasonable, and necessary current expenses, for the current month and the ensuing month, of operating and maintaining the housing not otherwise provided for. Current expenses may include, in addition to the expenses occurring or becoming due monthly, monthly accumulations of proportionate amounts for the payment of items which may become due either annually or at irregular intervals, such 'as taxes and insurance and normal repair and replacement of furnishings and equipment reasonably necessary for operation of the housing. Current expenses may also include initial purchase and installation of such furnishings and equipment with any funds deposited in and transferred from the General Fund Account which are not proceeds of the loan and, unless the Government gives prior written consent, are not income or revenue from the housing.
- 8. <u>Debt Service Account</u>. Each month, immediately after the transfer to the Operation and Maintenance Account provided for in Section 7, or after it is determined that no such transfer is called for, any balance remaining in the General

LOAN AND GRANT RESOLUTION - PAGE 4

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PROPRIED

Fund Account, or so much thereof as may be necessary, shall be transferred to the Debt Service Account until the amount in the Debt Service Account equals the amount of the next installment due on the loan. Funds in the debt Service Account shall be used only for payments on the loan obligations while they continue and, until so used, shall be held by the Authority in obligations.

- 9. Reserve Account. (a) Immediately after each transfer to the Debt Service Account as provided in Section 9, any balance in the General Fund Account shall be transferred to the Reserve Account. Funds in the Reserve Account may be used only as authorized in this resolution and until so used shall be held by the Authority in trust as security for the loan and grant obligations. Transfers at a rate not less than \$39.389. In the Reserve Account reaches the sum of \$393,800 and shall be resumed at any time when necessary, because of disbursements from the Reserve Account, to restore it to said sum. Of such balance of said sum may, at the option of the Authority, consist of an amount, referred to herein as the "prepayment reserve," by which the Authority is "ahead of schedule" as defined in the regulations of the Farmers Home Administration. Funds in the cash reserve shall be deposited in a separate bank account or accounts insured by the Federal Deposit Insurance Authority or invested in readily marketable obligations of the Reserve Account.
  - (b) With the prior consent of the Government, funds in the Reserve Account may be used by the Authority--
    - (1) To meet payments due on the loan obligations in the event the amount in the Debt Service Account is not sufficient for the purpose.
    - (2) To pay costs of repairs or replacements to the housing caused by catastrophe or long-range depreciation which are not current expenses under Section 7.
    - (3) To make improvements or extensions to the housing.
    - (4) For other purposes desired by the Authority which in the judgment of the Government likely will promote the loan or grant purposes without jeopardizing collectibility of the loan or impairing the adequacy of the security, or will

U S WEST Foundation 999 Main Street Boise, Idaho 83702 208 385-2154



February 11, 1991

City of Caldwell
David Linden
621 Cleveland
Caldwell, ID 83605

Dear Mr. Linden,

The U S WEST Foundation is pleased to grant \$5,000 to your organization in 1992. You can expect to receive the grant in the month of May. We request that the contribution be used specifically for our support of the U S WEST Communications community relations team project to provide recreation facilities for children living at the Caldwell Labor Camp. This grant will be paid contingent upon receiving a letter on City of Caldwell letterhead stating you are a government entity and therefore exempt under 501(c)3 or a 501(c)3 determination letter.

The Idaho office of the U S WEST Foundation received over 150 grant applications, totalling more than \$600,000 in grant requests. Unfortunately, we do not have sufficient resources in our contributions budget to help fully fund all the organizations, institutions, and activities that request support. We are pleased however, that we can be of some assistance to your organization this year.

We will begin accepting grant applications for 1993 funding in the fall. If you have an interest in submitting an application for 1993 consideration, you may request from us, in writing, a copy of our grant application and 1993 funding priorities. To be considered for 1993 funding, your application must be postmarked by October 31, 1992.

U S WEST and its family of companies are dedicated to supporting the livelihood of the communities we serve by recognizing the importance of supporting programs that have a positive impact on people in those locations. We are proud to be a supporter of your organization.

I have recently taken over responsibility for the Idaho general grants program from Wendy Carver-Herbert. If I can answer any other questions for you, please give me a call. If I am not available, you may also speak with Suzie Molsee, our Assistant Contributions Coordinator.

Sincerely.

Judy Peppler

Idaho Contributions Manager

1969 BOND.

DATE of NOTE 9-8-69

Page 5

O#m | and for the establishment of a reasonable reserve of \$37,000 expenditures necessary for the continuing operation and mainto be accumulated at a rate of \$3700 annually for emergency 37,000 tenance of the housing. Current expenses may also include initial purchase and installation of such furnishings and equipment with any funds deposited in and transferred from the General Fund Account which are not proceeds of the loan, and, unless the Government gives prior written consent, are not income or revenue from the housing.

- 8. Debt Service Account. Each month, immediately after the transfer to the Operation and Maintenance Account provided for in section 7, or after it is determined that no such transfer is called for, any balance remaining in the General Fund Account, or so much thereof as may be necessary, shall be transferred to the Debt Service Account until the amount in the Debt Service Account equals the amount of the next installment due on the loan. Funds in the Debt Service Account shall be used only for payments on the loan obligations while they continue and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.
- 9. Debt Reserve Account. The Authority shall establish a Debt Reserve Account in the amount of \$22,790 to be kept separate and apart from all other funds and accounts of the Authority, such amount to be accumulated in not less than ten years after the issuance of the bond herein provided, by depositing in such Debt Reserve Account from the balance left in the General Fund Account after each transfer of funds to the Debt Ser eral Fund Account after each transfer of funds equal to 2,279 vice Account as provided in section 8 above, of funds equal to 2,279 one-tenth of the said amount of \$22,790 in any one year plus any deficiency from the previous year or years. Such debt payment reserve shall be maintained and disbursed for the sole purpose of meeting payments of principal and interest on said bond, in the event that funds in the Debt Service Account are insufficient to meet such payments when due, except that the Government may give its consent to the use of funds in the

1981 BOND Restruct:

time deposit therein other funds, not otherwise provided for by this resolution, to be used for any of the purposes authorized in Sections 7, 8 or 9. Funds in the General Fund Account shall be used only as authorized in said sections, and until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.

- 7. Operation and Maintenance Account. 15th day of each month, out of the General Fund Account shall be Not later than the transferred to the Operation and Maintenance Account, sufficient amounts to enable the Authority to pay from the Operation and Maintenance Account the actual, reasonable and necessary current expenses, for the current month and the ensuing month, of operating and maintaining the housing not otherwise provided for. expenses may include, in addition to expenses occurring or becoming due monthly, monthly accumulations of proportionate amounts for the payment of items which may become due either annually or at regular intervals, such as taxes and insurance and normal repair and replacement of furnishings and equipment reasonably necessary for operation of the housing, and for the establishment of a reasonable reserve of \$16,800 to be accumulated at a rate of \$1,680 annually for emergency expenditures necessary for the continuing operation and maintenance of the housing. Current expenses may also include initial purchase and installation of such furnishings and equipment with any funds deposited in and transferred from the General Fund Account which are not proceeds of the loan, and, unless the Government gives prior written consent, are not income or revenue
- 8. Debt Service Account. Each month, immediately after the transfer to the Operation and Maintenance Account provided for in Section 7, or after it is determined that no such transfer is called for, any balance remaining in the General Fund Account, or so much thereof as may be necessary, shall be transferred to the Debt Service Account until the amount in the Debt Service Account equals the amount of the next installment due on the loan. Funds in the Debt Service Account shall be used only for payments on the loan obligations while they continue and, until so used, shall be held by grant obligations.
- 9. Debt Reserve Account. The Authority shall establish a Debt Reserve Account in the amount of \$7,823 to be kept separate and apart from all other funds and accounts of the Authority such amount to be accumulated in not less than ten years after the issuance of the bond herein provided, by depositing in such Debt Reserve Account from the balance left in the General Fund Account after each transfer of funds to the Debt Service Account as provided in Section 8 above, of funds equal to one-tenth of the said amount of \$782 in any one year payment reserve shall be maintained and disbursed for the sole purpose of meeting payments of principal and interest on said bond, in the event that funds in the Debt Service Account are insufficient to meet such payments when due, except that the Government may give its consent to the use of funds in the Debt Reserve Account:
- (a) To pay costs of repairs or replacements to the housing caused by catastrophe or long-range depreciation.

December 9, 1991



Commissioners Housing Authority of The City of Caldwell P.O. Box 70 Caldwell, ID 83606

RE: Interim Financing of New Construction

Dear Sirs:

West One Bank is pleased to offer Interim Financing for demolition of existing houses and construction of new units at the Labor Camp located at 22730 Labor Camp Road.

The terms of financing would be:

Amount \$394,000

Maturity August 1, 1992

Interest 5.98% Fee \$1,000

Collateral Pledge of proceeds of loan from Farm

Home Administration.

Draws Each draw request to be approved by

the project engineer, Housing

Authority and Farm Home Administration.

An interim warrant will be issued

for each draw.

#### This offer is contingent upon:

-Written committment from Farm Home Administration for a \$394,000 loan to the Caldwell Housing Authority.

-Bond Counsel opinion that the borrowing is a legal and binding obligation of the Housing Authority of Caldwell and that the interest received is exempt from taxation for state and federal income tax purposes.

Sincerely,

Ronna Roisum

Senior Loan Officer

RR/cn

## Occup \* NCY

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## STATEMENT OF REVENUES FOR THE TWELVE MONTHS ENDED DECEMBER 27, 1991

	(UNAUDITED)			
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income	\$19,667 561 9 174	\$265,315 6,732 824 4,818	\$240,000 6,732 1,200	\$(25,315) 376 (4,818)
Interest income  Total revenues		\$277,689	\$247,932	\$(29,757)

# STATEMENT OF EXPENDITURES FOR THE TWELVE MONTHS ENDED DECEMBER 27, 1991 (UNAUDITED)

	(ONAUDITE			
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,718 2,303 555 390 406 997 2,127 426 3,091 600 30,753	38,582 7,070 860 1,951 10,939 6,708 1,816 7,202 16,894 7,510 34,429 11,639 30,753	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 177 1,370 (890) 640 249 856 1,292 38 3,298 2,106 440 13,459 7,361 10,000 (336)
Total expenditures	\$44,412	\$207,872	\$247,932	\$40,060

### SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED DECEMBER 27, 1991 (UNAUDITED)

	TONAGE	<u> </u>			
GENERAL FUND:				SECURITY	
	CHECKING	PETTY	CHANGE	DEPOSITS	<u>savings</u>
Beginning of month	\$134,271	\$100	\$ 1,492	\$12,077	\$912
Deposits: Operations Change fund Transfers	24,084 4,278		4,278	26	11
Disbursements: Operations Change fund Transfers	(47;115) (4,278)	•	(4,278)	(3,905)	
End of month	111,240	\$100	\$ 1,492	\$ 8,198	\$923
Less: Accounts payable	<u>(9,534</u> )				
Available after payment of current period payables	<u>\$101,706</u>				
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	ED	BT SERVIC FUND SAVINGS	FUND R	RESERVE ESTRICTED VINGS
Beginning of month Deposits:	\$2,244			\$3*	7,350
Transfers Interest	28				98
Disbursements: Transfers Interest Debt retirement					
End of month	\$2,272			\$3	7,448
Tild of morror					

See accountants' compilation report.

# STATEMENT OF REVENUES FOR THE TWELVE MONTHS ENDED DECEMBER 27, 1991 (UNAUDITED)

	TONACDIII	<u> </u>	<del></del>	
	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET
Dwelling rent		\$265,315	\$240,000	\$(25,315)
Non-dwelling rent	561 9	6,732 824	6,732 1,200	376
Other project income 'Interest income	<u> 174</u>	4,818		(4,818)
Total revenues	\$20,411	\$277,689	\$247,932	\$(29,75 <u>7</u> )

# STATEMENT OF EXPENDITURES FOR THE TWELVE MONTHS ENDED DECEMBER 27, 1991 (UNAUDITED)

	CURRENT	YEAR TO	1991	REMAINING
	MONTH	DATE_	BUDGET	BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA	\$ 2,718 2,303 555 390 406	38,582 7,070 860 1,951	\$ 31,360 39,952 6,180 1,500 2,200 11,795	\$ 177 1,370 (890) 640 249 856
Other management expense Water, irrigation Insurance - Blue Cross	997	6,708 1,816 7,202	8,000 1,854 10,500	1,292 38 3,298
Insurance - other Legal and accounting	2,127 426	16,894 7,510	19,000 7,950	2,106 440
Repairs and maintenance RM & R contract labor Debt retirement	3,091 600 30,753	-	47,888 19,000 30,753	13,459 7,361
Debt reserve Bank charges	46	,	10,000	10,000 (336)
Total expenditures	\$44,412	\$207,872	\$247,932	\$40,060

See accountants' compilation report.

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# SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED DECEMBER 27, 1991 (UNAUDITED)

	\$912 11 \$923
Beginning of month Deposits: Operations Change fund Transfers  Disbursements: Operations Change fund Transfers  Disbursements: Operations Change fund Transfers  End of month  Less: Accounts payable  Available after payment of current period payables  O & M FUND DEBT SERVICE  DEBT R	\$912 11
Deposits: Operations 24,084 26 Change fund 4,278 4,278 Transfers  Disbursements: Operations (47,115) (3,905) Change fund (4,278) (4,278) Transfers  End of month 111,240 \$100 \$ 1,492 \$ 8,198  Less: Accounts payable (9,534)  Available after payment of current period payables \$101,706  OTHER FUNDS:  O & M FUND DEBT SERVICE DEBT R	11
Operations 24,084 4,278 Change fund 4,278 4,278 Transfers  Disbursements: Operations (47,115) (3,905) Change fund (4,278) (4,278) Transfers  End of month 111,240 \$100 \$1,492 \$8,198  Less: Accounts payable (9,534)  Available after payment of current period payables \$101,706  OTHER FUNDS:  O & M FUND DEBT SERVICE DEBT R	
Operations (47,115) (3,905) Change fund (4,278) (4,278) Transfers  End of month 111,240 \$100 \$ 1,492 \$ 8,198  Less: Accounts (9,534)  Available after payment of current period payables \$101,706  OTHER FUNDS:  O & M FUND DEBT SERVICE DEBT R	\$923
Less: Accounts payable (9,534)  Available after payment of current period payables \$101,706  OTHER FUNDS:  O & M FUND DEBT SERVICE DEBT R	<u>\$923</u>
payable(9,534)  Available after payment of current period payables \$101,706  OTHER FUNDS:  O & M FUND DEBT SERVICE DEBT R	
payment of current period payables \$101,706  OTHER FUNDS:  O & M FUND DEBT SERVICE DEBT R	
O & M FUND DEBT SERVICE DEBT R	
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	RESERVE ESTRICTED /INGS
Deposits:	7,350
Transfers Interest 28	98
Disbursements: Transfers Interest Debt retirement	
End of month \$2,272 \$37	

## Terry Reilly Health Services

"Advancing Health In Idaho"



Board of Directors .

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Rane Sullivan Chairparson Erwin E. Teuber, PhD Eria Beyson, MD Medical Oirector

Housing Authority City of Caldwell P.O. Box 70 Caldwell, Idaho 83606

Attn: David Linden

#### MEMO OF UNDERSTANDING

Terry Reilly Health Services agrees to rent office space for outstationing of the KEYS Perinatal Outreach Specialist from the Housing Authority, City of Caldwell, upon its satisfactory completion anticipated the Fall of 1992. Office space will include a separate entrance and restroom. Rental fees will not exceed \$200/month. Rent may be reduced if co-leasing arrangements with consortium members, specifically Canyon County KEYS Organization on Aging's Hispanic Outreach program, occur. Rental of this space by Terry Reilly Health Services is anticipated to last through September 1994 and is contingent upon continued funding of the KEYS grant by the Office of Rural Health Policy.

Erwin Teuber, Ph.D.

Administrator, Terry Reilly Health Services

## Terry Reilly Health Services

"Advancing Health In Idaho"



Board of Directors

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Housing Authority City of Caldwell P.O. Box 70 Caldwell, Idaho 83606

Attn: David Linden

#### MEMO OF UNDERSTANDING

Terry Reilly Health Services agrees to rent office space for outstationing of the KEYS Perinatal Outreach Specialist from the Housing Authority, City of Caldwell, upon its satisfactory completion anticipated the Fall of 1992. Office space will include a separate entrance and restroom. Rental fees will not exceed \$200/month. Rent may be reduced if co-leasing arrangements with KEYS consortium members, specifically Canyon Organization on Aging's Hispanic Outreach program, occur. Rental of this space by Terry Reilly Health Services is anticipated to last through September 1994 and is contingent upon continued funding of the KEYS grant by the Office of Rural Health Policy.

Teuber, Ph.D.

Administrator, Terry Reilly Health Services

## Terry Reilly Health Services

"Advancing Health In Idaho"



Board of Directors .

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Clana Ring, LSW Carolyn Sanders, MC Ann Sandven, RD, MPH Laura Tirrell, MO Kelle Warldog, LSW Betry Weatherby, FNP Teresa Arana-Wood, LSW

Mana Sullivan Chairnamon ein E. Touker, Phil Eria Barson, MD

Housing Authority City of Caldwell P.O. Box 70 Caldwell, Idaho 83606

Attn: David Linden

#### MEMO OF UNDERSTANDING

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Erwin Teuber, Ph.D.

Administrator, Terry Reilly Health Services

# STATEMENT OF REVENUES FOR THE TEN MONTHS ENDED NOVEMBER 1, 1991 (UNAUDITED)

	(01111001111			
,	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income Interest income	\$24,783 561 300 806	\$229,162 5,610 718 4,644	\$240,000 6,732 1,200	\$10,838 1,122 482 (4,644)
Total revenues	\$26,450	\$240,134	\$247,932	\$ 7,798

# FOR THE TEN MONTHS ENDED NOVEMBER 1, 1991 (UNAUDITED)

	CURRENT	YEAR TO	1991	REMAINING
	MONTH	DATE	BUDGET	BUDGET
Management salaries RM & R salaries Electricity	\$ 3,328 3,434 433	32,694	\$ 31,360 39,952 6,180	\$ 5,682 7,258 149
Equipment replacement Unemployment tax	1 504	860 1,561 9,525	1,500 2,200 11,795	640 639 2,270
State retirement & FICA Other management expense Water, irrigation	1,594 370 961	5,093 1,816	8,000 1,854	2,907 38
Insurance - Blue Cross Insurance - other	636 2,150	•	10,500 19,000	4,064 5,415
Legal and accounting Repairs and maintenance RM & R contract labor	375 1,310 700	29,945	7,950 47,888 19,000	1,248 17,943 8,941
Debt retirement Debt reserve		·	30,753 10,000	30,753 10,000 (290)
Bank charges  Total expenditures	95 \$15,386	290 \$150,275	\$247,932	\$97,657

# SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED NOVEMBER 1, 1991 (UNAUDITED)

GENERAL FUND:					
	CHECKING	PETTY	CHANGE_	SECURITY DEPOSITS	<u>SAVINGS</u>
Beginning of month	\$130,550	\$100	\$ 1,437	\$12,021	\$912
Deposits: Operations Change fund Transfers	37,750 11,852		11,907	56	•
Disbursements: Operations Change fund Transfers	(38,047) (11,907)	•	(11,852)		
End of month	130,198	\$100	\$ 1,492	\$12,077	\$912
Less: Accounts payable	(6,812)				
Available after payment of current period payables	<u>\$123,386</u>				
OTHER FUNDS:	,				
	O & M FU RESTRICT SAVINGS	ED	BT SERVIC FUND SAVINGS	FUND RI	RESERVE ESTRICTED VINGS
Beginning of month Deposits: Transfers Interest	\$2,244			\$31	7,350
Disbursements: Transfers Interest Debt retirement		<del></del>	<del></del>		
End of month	\$2,244		<del></del>	\$3	7,350

# STATEMENT OF REVENUES FOR THE NINE MONTHS ENDED SEPTEMBER 27, 1991 (UNAUDITED)

	(01,11,000,00			
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income Interest income	\$26,214 561 48 1,031	\$204,379 5,049 418 3,838	\$240,000 6,732 1,200	\$ 35,621 1,683 782 (3,838)
Total revenues	\$27,854	\$213,684	\$247,932	\$ 34,248

# STATEMENT OF EXPENDITURES FOR THE NINE MONTHS ENDED SEPTEMBER 27, 1991 (UNAUDITED)

	/ OTITION TEL			
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,189 3,288 476 486 425 767 896 1,067 429 689 700	\$ 22,350 29,260 5,598 860 1,561 7,931 4,723 855 5,800 11,435 6,327	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 9,010 10,692 582 640 639 3,864 3,277 999 4,700 7,565 1,623 19,253 9,641 30,753 10,000 (195)
Total expenditures	\$11,464	\$134,889	\$247,932	\$113,043

Total expenditures <u>\$11,464 \$134,889 \$247,932 \$113,043</u>

# SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED SEPTEMBER 27, 1991 (UNAUDITED)

GENERAL FUND:					
	CHECKING	PETTY	CHANGE	SECURITY DEPOSITS	SAVINGS
Beginning of month Deposits:	\$115,252	\$100	\$ 1,438	\$11,991	\$900
Operations	27,774			30	12
Change fund Transfers	2,831		2,830		
Disbursements:					
Operations	(12,477)				
Change fund Transfers	(2,830)		(2,831)		
End of month	130,550	\$100	\$1,437	\$12,021	\$912

Less: Accounts

payable <u>(7,911)</u>

Available after payment of current

period payables \$122,639

### OTHER FUNDS:

	O & M FUND RESTRICTED SAVINGS	DEBT SERVICE FUND SAVINGS	DEBT RESERVE FUND RESTRICTED SAVINGS
Beginning of month Deposits: Transfers	\$2,215		\$36,727
Interest	29		623
Disbursements: Transfers Interest Debt retirement			,
End of month	\$2,244	· · · · · · · · · · · · · · · · · · ·	\$37,350

# STATEMENT OF REVENUES FOR THE EIGHT MONTHS ENDED AUGUST 30, 1991 (UNAUDITED)

	TOMMODITA	<u> </u>		•
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income Interest income	\$26,740 561 116	\$178,165 4,488 370 2,807	\$240,000 6,732 1,200	\$ 61,835 2,244 830 (2,807)
Total revenues	<u>\$27,417</u>	\$185,830	\$247,932	\$ 62,102

# STATEMENT OF EXPENDITURES FOR THE EIGHT MONTHS ENDED AUGUST 30, 1991 (UNAUDITED)

	(UNAUDITI	ַנטצ		<del></del>
	CURRENT MONTH_	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,668 3,370 462 999 723 766 1,067 350 1,688 700	25,972 5,122 860 1,075 7,506 3,956 855 4,904 10,368 5,898 27,946 8,659	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 11,199 13,980 1,058 640 1,125 4,289 4,044 999 5,596 8,632 2,052 19,942 10,341 30,753 10,000 (143)
Total expenditures	<u>\$12,813</u>	\$1 <u>23,425</u>	\$247,932	\$124,50 <u>7</u>

See accountants' compilation report.

# SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED AUGUST 30, 1991 (UNAUDITED)

anumnat PUND.					
GENERAL FUND:				SECURITY	SAVINGS
	CHECKING	PETTY	CHANGE	DEPOSITS	SAVINGS
Beginning of month Deposits:	\$100,500	\$100	\$ 1,437	\$11,991	\$900
Operations Change fund Transfers	39,719 10,936		10,937		
Disbursements: Operations Change fund Transfers	(24,966) (10,937)		(10,936)		
End of month	115,252	\$100	\$1,438	\$11,991	\$900
Less: Accounts payable	(6,490)				
Available after payment of current period payables	\$108,762				
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	ED	BT SERVIC FUND SAVINGS	FUND RI	RESERVE ESTRICTED VINGS
Beginning of month Deposits: Transfers Interest	\$2,215			\$30	6,727
Disbursements: Transfers Interest Debt retirement					
End of month	<u>\$2,215</u>			\$3	6,727

# STATEMENT OF REVENUES FOR THE SEVEN MONTHS ENDED AUGUST 2, 1991 (UNAUDITED)

	TONAUDIT			
	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income Interest income	\$31,529 561 68 <u>584</u>	\$151,425 3,927 254 2,807	\$240,000 6,732 1,200	\$ 88,575 2,805 946 (2,807)
Total revenues	\$32,742	\$158,413	\$247,932	\$ 89,519

# STATEMENT OF EXPENDITURES FOR THE SEVEN MONTHS ENDED AUGUST 2, 1991 (UNAUDITED)

	(ONWODIT)			
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,688 3,801 460 1,072 461 591 1,910 382 5,071 600	\$ 17,493 22,602 4,660 860 1,075 6,507 3,233 855 4,138 9,301 5,548 26,258	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 13,867 17,350 1,520 640 1,125 5,288 4,767 999 6,362 9,699 2,402 21,630 11,041 30,753 10,000 (123)
Total expenditures	<del></del> -	\$110,612	\$247.932	\$137,320

# SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED AUGUST 2, 1991 (UNAUDITED)

	7 01.119.	<u> </u>			
GENERAL FUND:				SECURITY	
	CHECKING	PETTY	CHANGE	DEPOSITS	SAVINGS
Beginning of month Deposits:	\$ 84,057	\$100	\$ 1,457	\$11,933	\$900
Operations Change fund Transfers	40,806 10,481		10,461	58	
Disbursements: Operations Change fund Transfers	(24,383) (10,461)		(10,481)		
End of month	100,500	\$100	\$1,437	\$11,991	\$900
Less: Accounts payable	<u>(8,796</u> )				
Available after payment of current period payables	<u>\$ 91,704</u>				
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	ΈD	BT SERVIC FUND SAVINGS	FUND RI	RESERVE ESTRICTED VINGS
Beginning of month Deposits: Transfers Interest	\$2,215			\$30	5,727
Disbursements: Transfers Interest Debt retirement					
End of month	\$2,215			\$3	6,727

# STATEMENT OF REVENUES FOR THE ELEVEN MONTHS ENDED NOVEMBER 29, 1991 (UNAUDITED)

	(ONAODII)			
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income Interest income	\$16,486 561 97	\$245,648 6,171 815 4,644	\$240,000 6,732 1,200	\$(5,648) 561 385 (4,644)
Total revenues	\$17,144	\$257,278	\$247,932	<u>\$(9,346</u> )

# STATEMENT OF EXPENDITURES FOR THE ELEVEN MONTHS ENDED NOVEMBER 29, 1991 (UNAUDITED)

	(ONVODITI	<u> </u>		
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,787 3,585 484 1,008 618 766 1,182 382 1,393 980	36,279 6,515 860 1,561 10,533 5,711 1,816 7,202 14,767 7,084 31,338	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 2,895 3,673 (335) 640 639 1,262 2,289 38 3,298 4,233 866 16,550 7,961 30,753 10,000 (290)
Total expenditures	<u>\$13,185</u>	\$163,460	\$247,932	\$84,472

### SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED NOVEMBER 29, 1991 (UNAUDITED)

GENERAL FUND:				SECURITY	~~********
	CHECKING	PETTY	CHANGE	DEPOSITS	SAVINGS
Beginning of month Deposits:	\$130,198	\$100	\$ 1,492	\$12,077	\$912
Operations Change fund Transfers	18,172 1,180		1,180		
Disbursements: Operations Change fund Transfers	(14,099) (1,180)		(1,180)		
End of month	134,271	<u>\$100</u>	\$ 1,492	\$12,077	\$912
Less: Accounts payable	(9,234)				
Available after payment of current period payables	\$125,037				
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	'ED	BT SERVIC FUND SAVINGS	FUND R	RESERVE ESTRICTED VINGS
Beginning of month Deposits: Transfers Interest	\$2,244			\$3	7,350
Disbursements: Transfers Interest Debt retirement					
End of month	\$2,244			\$3	7,350

## FOR THE FOUR MONTHS ENDED MAY 3, 1991

	(ONAODITE	10)			
	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET	
Dwelling rent Non-dwelling rent Other project income Interest income	\$23,829 561 <u>438</u>	\$66,508 2,244 65 1,393	\$240,000 6,732 1,200	\$173,492 4,488 1,135 (1,393)	
Total revenues	\$2 <u>4,828</u>	\$70,210	\$247,932	\$177,722	

# STATEMENT OF EXPENDITURES FOR THE FOUR MONTHS ENDED MAY 3, 1991 (UNAUDITED)

	(0,1,1,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0			<del>_</del>
•	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,567 3,553 641 979 495 591 1,970 7,251 600	\$ 9,617 11,971 3,228 860 495 3,477 1,761 855 2,364 5,257 3,935 16,688 5,759	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 21,743 27,981 2,952 640 1,705 8,318 6,239 999 8,136 13,743 4,015 31,200 13,241 30,753 10,000
Total expenditures	\$18,664	\$66,284	\$247,932	<u>\$181,648</u>

## SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED MAY 3, 1991

(UNAUDITED)						
GENERAL FUND:	CHECKING	PETTY	CHANGE	SECURITY DEPOSITS	SAVINGS	
Beginning of month Deposits: Operations ' Change fund Transfers	\$57,489 33,804 3,771	\$100	\$1,415 3,771	\$5,961 39	\$888	
Disbursements: Operations Change fund Transfers	(22,928) (3,771)		(3,771)	(17)		
End of month	68,365	\$100	\$1,415	\$5,983	\$888	
Less: Accounts payable	(12,167)					
Available after payment of current period payables	\$56,198					
OTHER FUNDS:						
,	O & M FU RESTRICT SAVINGS	ED	T SERVIC FUND AVINGS	FUND RE	ESERVE STRICTED INGS	

OTHER	FUNDS:
-------	--------

•	O & M FUND RESTRICTED SAVINGS	DEBT SERVICE FUND SAVINGS	DEBT RESERVE FUND RESTRICTED SAVINGS
Beginning of month Deposits: Transfers Interest	\$2,186	,	\$36,181
Disbursements: Transfers Interest Debt retirement			
End of month	\$2,186		\$36,181

# FOR THE FOUR MONTHS ENDED MAY 3, 1991 (UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income Interest income	\$23,829 561 438	\$66,508 2,244 65 1,393	\$240,000 6,732 1,200	\$173,492 4,488 1,135 (1,393)
Total revenues	\$24,828	\$70,210	\$247,932	\$177 <u>,722</u>

# STATEMENT OF EXPENDITURES FOR THE FOUR MONTHS ENDED MAY 3, 1991 (UNAUDITED)

	<u> </u>	<del></del>		
•	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,567 3,553 641 979 495 591 1,970 7,251 600	\$ 9,617 11,971 3,228 860 495 3,477 1,761 855 2,364 5,257 3,935 16,688 5,759	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 21,743 27,981 2,952 640 1,705 8,318 6,239 999 8,136 13,743 4,015 31,200 13,241 30,753 10,000 (17)
Total expenditures	\$18,664	\$66,284	\$247,932	\$181, <u>648</u>

### SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED MAY 3, 1991 (UNAUDITED)

	UANU)	DITEDI			
GENERAL FUND:				SECURITY	
	CHECKING	PETTY	CHANGE	DEPOSITS	SAVINGS
Beginning of month Deposits:	\$57,489	\$100	\$1,415	\$5,961	\$888
Operations Change fund Transfers	33,804 3,771		3,771	39	
Disbursements: Operations Change fund Transfers	(22,928) (3,771)		(3,771)	(17)	
End of month	68,365	\$100	\$1,415	\$5,983	\$888
Less: Accounts payable	(12,167)				
Available after payment of current period payables	\$56,198				
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	ED	BT SERVIC FUND BAVINGS	FUND RE	RESERVE ESTRICTED VINGS
Beginning of month Deposits: Transfers Interest	\$2,186			\$36	5,181
Disbursements: Transfers					

See accountants' compilation report.

\$2,186

\$36,181 -

Interest

End of month

Debt retirement

# FOR THE TWO MONTHS ENDED MARCH 1, 1991 (UNAUBITED)

	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Dwelling rent	\$13,373	\$27,574	\$240,000	\$212,426
Non-dwelling rent	561	1,122	6,732	5,610
Other project income	19	19	1,200	1,181
Interest income	<u> </u>	377	· <u> </u>	(377)
Total revenues	\$14,143	\$29,092	\$247,932	\$218,840

# STATEMENT OF EXPENDITURES FOR THE TWO MONTHS ENDED MARCH 1, 1991 (UNAUDITED)

	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve	\$ 2,396 2,098 811 737 742 591 1,083 389 1,670 600	\$ 4,543 4,429 1,611 1,478 990 1,182 2,241 919 4,167 (76)	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 26,817 35,523 4,569 1,500 2,200 10,317 7,010 1,854 9,318 16,759 7,031 43,721 19,076 30,753 10,000
Total expenditures	\$11,117	\$21,484	\$247,932	\$226,448

# SCHEDULE OF CASH BALANCES FOR THE TWO MONTHS ENDED MARCH 1, 1991 \_(UNAUDITED)

GENERAL FUND:					
	CHECKING	PETTY	CHANGE	SECURITY DEPOSITS	SAVINGS
Beginning of month Deposits:	\$53,956	\$100	\$ 947	\$5,952	\$877
Operations Change fund	19,284 1,973		3,941	9	
Transfers					
Disbursements: Operations Change fund Transfers	(13,016) (3,941)		(1,973)		
End of month	58,256	\$100	\$2,915	\$5,961	\$877
Less: Accounts payable	(6,712)				
Available after payment of current period payables	<u>\$51,544</u>				

### OTHER FUNDS:

	O & M FUND RESTRICTED SAVINGS	DEBT SERVICE FUND SAVINGS	DEBT RESERVE FUND RESTRICTED SAVINGS
Beginning of month Deposits: Transfers Interest	\$2,158		\$35,642
Disbursements: Transfers Interest Debt retirement			
End of month	\$2,158		\$35,642

See accountants' compilation report.

# STATEMENT OF REVENUES FOR THE THREE MONTHS ENDED MARCH 29, 1991 (UNAUDITED)

		CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent	v I	561	\$42,679 1,683	\$240,000 6,732	\$197,321 5,049
Other project income Interest income  Total revenues		46 578 \$16,290	65 955	1,200 \$247,932	1,135 (955) \$202,550

# STATEMENT OF EXPENDITURES FOR THE THREE MONTHS ENDED MARCH 29, 1991 (UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve	\$ 2,507 3,989 976 860 495 1,020 276 855 591 1,046 3,016 5,270 5,235	\$ 7,050 8,418 2,587 860 495 2,498 1,266 855 1,773 3,287 3,935 9,437 5,159	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 24,310 31,534 3,593 640 1,705 9,297 6,734 999 8,727 15,713 4,015 38,451 13,841 30,753 10,000
Total expenditures	\$26,136	\$47,620	\$247,932	\$200,312

#### HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

## SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED MARCH 29, 1991 (UNAUDITED)

<b>GENERA</b>	T.	FU	תו	•

ENERAL FUND:					
	CHECKING	PETTY	CHANGE	SECURITY DEPOSITS	<u>SAVINGS</u>
Beginning of month Deposits:	\$58,256	\$100	\$2,915	\$5,961	\$877
Operations Change fund Transfers	20,743 6,284		4,784		11
Disbursements: Operations Change fund Transfers	(23,010) (4,784)		(6,284)		
End of month	57,489	\$100	\$1,415	\$5,961	\$888
Less: Accounts payable	<u>(13,576</u> )				
Available after payment of current period payables	\$43,913				

#### OTHER FUNDS:

	O & M FUND RESTRICTED SAVINGS	DEBT SERVICE FUND SAVINGS	DEBT RESERVE FUND RESTRICTED SAVINGS
Beginning of month Deposits:	\$2,158		\$35,642
Transfers Interest	28		539
Disbursements: Transfers Interest Debt retirement			
End of month	\$2,186		\$36,181

See accountants' compilation report.

#### HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

# STATEMENT OF REVENUES FOR THE MONTH ENDED JANUARY 31, 1991 (UNAUDITED)

	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income	\$14,201 561	\$14,201 561	\$240,000 6,732 1,200	\$225,799 6,171 1,200
Interest income	187	187		(187)
Total revenues	\$14,949	\$14,949	\$247,932	\$232,983

## STATEMENT OF EXPENDITURES FOR THE MONTH ENDED JANUARY 31, 1991 (UNAUDITED)

	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve	\$ 2,147 2,331 800 741 248 591 1,158 530 2,497 (676)	\$ 2,147 2,331 800 741 248 591 1,158 530 2,497 (676)	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 29,213 37,621 5,380 1,500 2,200 11,054 7,752 1,854 9,909 17,842 7,420 45,391 19,676 30,753 10,000
Total expenditures	\$10,367	\$10,367	\$247,932	\$237 <u>,565</u>

See accountants' compilation report.

#### HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

#### SCHEDULE OF CASH BALANCES FOR THE MONTH ENDED JANUARY 31, 1991 (UNAUDITED)

GENERAL FUND:					
	CHECKING	PETTY	CHANGE	SECURITY DEPOSITS	SAVINGS
Beginning of month	\$45,355	\$100	\$ 7,526	\$5,941	\$877
Deposits: Operations Change fund Transfers	18,565 10,755		4,896	11	
Disbursements: Operations Change fund Transfers	(15,823) (4,896)		(11,475)		
End of month	53,956	\$100	\$ 947	\$5,952	\$877
Less: Accounts payable	(5,833)				
Available after payment of current period payables	\$48,123				
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	ED	BT SERVICE FUND SAVINGS	FUND RE	ESERVE STRICTED INGS
Beginning of month Deposits: Transfers Interest	\$2,158			\$35	,642
Disbursements: Transfers Interest Debt retirement					
End of month	\$2,158			\$35	,642

See accountants' compilation report.

Commissioner Mty

Present: Canilo Lopez Don Downer Lew Kerfort Dave Cornwell Architect: Ray Crowder

1. Letter to EPA - sewage (Fascral beginning to chlorivator)
Tim Fram- depending on FHA- approval sug-Siz or until not spring= (Van Waters + Rodgers) - Repaires Now (who) Call JUB to world a year be acceptable to

2: Approve Nov. statement, 1990 Reserve Requirements) 1st Camilo

Reserve Requirements) 2 nd Dave

Budget for Reserve)

Check architect's drawings

3. Check architect's drawings

2-13-91 Emmissioners my. Present all Ray Croweler Jog Smehm Uplate on pre-application-Needs - forms filled Needs - Budget information income information old houses too small, (taxarder) to sall D. adx) Freth 1 st entrandie = Name Proventien 2 nd Prove Call on Zenring Formel application cull - Friday Batt Tuesday 12 M (Flood plain map of Labor comp wrear) (County) Local office

2-28-9/ all Brosat Ruey Conneder 7 55 (Restat assort Now? -) apt - 190 2 - 210 -3 - 2 2 90 4-2070 Rain deport (ultilize Regnet 2% = ( sent pay rent on suit) ( to Don.) - policy Board sour: e (Follow through) (Example) with Sheriff - (Follow through) proite on audit (defer octem on carry oven) write off O, Count, Q Courts w/action to collect Budget - (Reserve deposet 15-20 to Reavenire Stent - O, Canilo D Low Pluming of Daning (the fram to for an opposed to country to country 300 - will be rece Notice This is what we are pluming

### Acenda

Commissioners Meeting

April 3 - 91

- ... 1. Tort Claim -
  - 2. Chlorivation-update + work pormet
- 3. Conditional use permit + road vame change
- .. 4. Occupancy
- 5. Budget Audit Rot. Mike will arrive at 12.45pm
- 6. Your copy of Appilication submitted

00 60/ (3,833,000) Section . 32 11/120

1

Commissioner Meeting, 43-91 1. Board read Tort Clair - under oderent wait on insurance conyoung to respond. — for farther theek with city - for certified aperator (meter-in dury peak persod) (Mpm 3 Am) (meter-in dury peak persod) (Mpm 3 Am) (meter-in dury peak persod) (Mpm 3 Am) (cone Keep persot our application to Fulth for family taking through our application for future construction No date for houring on conditional-case
permit yest -Keep write offs to, aboun & Don ) Sette Market to accept and 1990 Confidence ? Talk to Junior approve budget (1st) Chulin (2 ord) Ker Fort good operating 1 st ) Kertrot (2 nd) Legue

Call Fred fremblej The same and the s 77\* "{ 24.1 -310.1 

### AGENDA

Commissioners Meeting

May 8 -1991

- 1. Capt. Dave Rowe visiting:

  What will sheriff's office be able

  to do to help control drinking, fighting,

  drugs, loitering + littering. Will

  they respond to our calls, will violeters

  be cited?
- 2. Conditional use permit hearing date... June 20 or July 11 or 18
- 3. Francial statements JAN-Feb Mar.
- 4. Occupancy
- 5. Possible Assistance for waste disposal Expenses.

5-8-91
Cemmissimers Mtg-
(Dennis) officer -
1. Plan - crime prevention school use not easy
B. Opted. (crime protection though associated)  design (check with Architect)
C. (Could a defring come a get agrand)
3/60 Reserve deputres
& Styles - are possible?
E. youing men for Reserve chesaties  Grown camp  Prom camp
from camp
21 years of any
(Meet again -
June 12
2) conditional use permit  [gayle - June 20)
(2) Conditional
(gayle - Jame 20)
all Romie - morale.
3) Call Bonnie - insue.
5 JAN- Man 29)
9 Approve Finance Stelle JAN- Man 29)
O Don' @ Lyonz
O Don' @ Lyon (Ner)
ı

D, Persue out on work disposed monres charle as (Smith man) is (water both)

make apart - Fake documents on both

to morreta - 334-2970 Q. Contract with Short office D. 15 lead per acre seel letter.

### AGENDA

### COMMISSIONERS MeetiNG

June 12 - 91

- 1. Pay Note = Proposed storage blog for New project - (INST.)
- 2. Representative of Sheriff's office - will consider question from last into
- 3. Quastions from FMHA on project 1. Additional use for day-care bldg.
  - 2. Can we include a security Gate?
  - 3. They will want a management plan -+ maintenance plan to include security
    - 4. Bond council will be required

      (Bob SKINNER, Tom Moore Boise)

      We need estimate of cost for

      Bund Council —
  - 4. Planning + Zowing Progress Rest Date June 27, 1991
- 3. FINANCIAl Statement Occupancy
  - 1. We have donations weeded to contrauct a Volley ball court with sand - If we permit it. -

Commissioners Mita "6. 12-91-Downan Present: Lopez Cornwell 1. State (distanting the peace) = (under age driviting) meet with county commissioned to Establision a ordinance. - Should we - drug traffic 2. & Give 1854 of aptis to shereff's office monthly or (Bul some one for moto) ( Keep 15st (Nternal top purposes) sheriff to see (have a copy) 3. Seccerity is too much Liability.
Call- Can-Ada (Johnny Horn) 4. Encured Stelement Apr 1991 2. Bird suty rote;

#### COMMISSIONERS MEETING

### IUNA 27 191

#### AGENDA

- 1. PLANNING + ZONING mto.
  - 1. Prason for Need...
  - 2. Spokesnan -?
  - 3 What Items to emphasize?
- 2. Can our grass areas be used for a religious meetro?
- 3. Canyon County would like to
  Assign released prisoners to
  to do probation work to the
  Labor Campor There is no lixbility
  Insurance for them.
- 4 CAN-Ada security -

Commissioners My Jeine 27 Privat : all Not Present · Dave Cornwell Freel Marker FMHA - Present vislate not so much 1. Enforce sectionity the tenants 2. Downen & Logor to the to Sharii, County prosecutor. — 3. County to take over rood (Parma-Notus) 4. Ordinance the best way to enforce rule 3 Establish good rules + en Avrice then (How) C. Ton Pierce - who secures compo -7. Pules for (common areas) grass etc. defin sty time No loud Spream Driking Littering specified arous (Reservations) Responsible parson -

# COMMISSIONERS Mtg 7-19-91

#### AGENDA

- 1. Tape of 6-27-91 P+2 mtg
- 2. FRUANCOal Rpt for May 1991
- 3. Occupancy
- 4. Items to suclude in appeal:
  - /.
  - Z.
  - 3
  - 4

Commencer Mity 7-19-91

N. Moteriel Pen Down File appeal

2nd Dove Copenal for a hearing Common Country Commons Regart of and appeal approved. 2. Prapou waiting list for Lurt

3 years Utet is invested = from Coverment PRIVATE Section + Need Deville Collins
Look for realition Eronomic approach:

Eronomic approach:

last money when their

Europ shut down-3. Imancal - May 1. Dan Can statement 1991 2 Dogg Donner.

13.

Eall Dritteret Court transceller 4. Whole HAC case trouviled 1. Don Downie 2. Kow append -County Comprehension: plans Ordinami. Regis . + procedere ! Pon Pomm 2. Dave Cornwell approved Ajour. Dan Correvel. Nort mtg - 8th aug. Northwest first 43 Wind Congon whither 2 by 15 and Congon 2 by Ron G To Roof

2 -

### LOMMISSIONERS MeetiNG August 8 1991

### AGENDA

- 1. Review and preparation for 8-15- P+Z Ease
  additional support material:
  - A. Resume of Marketability Study Stom Jay Smithman
  - B. Houses warting 18st for 89-91
  - C. Letter from Senator Crarg
  - D. Ordsnances + procedures (Provided earlier)
- 2. Emancial Statement for June
- 3. Occupancy

Commissioners my. 8-8-91 1. Check wy historical society. (County) (call) School (contact county howlstart) Tenant committee 
(plans to sight it.)

who's priority-Security - | emergency ? (Mangole)

(ast - / cont. - + mantain if (Mangole)

(ast practitating) open 24 hrs

meance of and and. access appearce of another ago, Mgnit plane -- en form Rube & Rog. in lean aggreen of refuse procedure

(Yall P+2 Usdeo) 1 Ker Port Jun Sommed Stelment

## AGENDA

COMMISSIONERS Meeting
August 5, 1991

1. Prepare and categorize parts
for P+Z Meeting of 5-15-91

2. FINANCIAL STATEMENT for June

8-15-91 P+2 Intq Jimi Extent of New information opportunity to rebutt opposition to steel the stage of status of are ille: = Status of or transacción

Jay -: resul ett. - any transacción Lewi- Recrew History accept June Financal 1 Low 2 Comilo We will continue to work chaly with Sheriffs office Related to our security needs - for more information please see inclosed letter from sterif offin. A. Extrem shortage of rentels in whole valley

### COMMISSIONERS MOETING

## September 12, 1991 AGENDA

- 1. Notice of Preapplication review action

  Questions for Fred Markor

  What should the board do next—
- 2. Copy of letter to FHA What role
  does the board sec for a Tenant
  Council? The letter provides
  some ideas We have to ruchede
  for management plan, what we think
  will work well for us. -
- 3. Ray Wolfe coundry make it todayHe will provide a bod from
  ICRMP State AGENCY
  INSURING 23 of 25 Countres on
  the State Should be considable
  SAUNGS are we suterested?
- 4. STRANCIAL STATEMENT -

Not Present 1. Tim Batt Comming Mity 8 9-12-91 1. fite clair under topt act of 6 months couldn't ropport due to time Toyset 1. Dun (advise Eartiet)
2. Lyser send us letter (Humbout) attacked to Rules + Rogs we don't carry personal polary mag & insurance. Fix an int Chlor of breezeted. 2. Kerfort Draft petition for Nour clays) Termet sutg (Arme - age)

(-Context) to service 3-1

1. Grivource (imput) to apprecial:

2. adups ony (imput) to apprecial:

(full according)

3. Management (off season)

7324 76.26 

# AGENDA

- Privities during contruction 
  A. Maintain budget?

  B. Displacement of tenants?

  C. Phasing portion of bidings outside of area?
  - 2. Storage for apartments -A. What type, where
- Budget totals
- 4. Can we be rembursed if we make waste system repairs Now?
- J. Secarity
- Schedule (when to accept 1st Bid)
  - 7, Aug, financial statement + Occupancy

Joe 7 Girian. proc. 1. studing paul - Fort & Steff-2. whends. walk-in security. (are rules)
3. Tenut 5- Kelp each other. Trement requirements for committee Foe: Bond altorney - (commitment soon)

- extent old Bond

poyment reserve) det eliminate Firm-up estimates of cost. Local screensof - (legal suc agreent)

(ouncil (Gingray okad)

1. operating budget.

2. continuetron " 2. construction 11 3. 394 - - Loan soon > 10/15

Public outly reduced 90 intent 4. Ententron sec. (Help to run New house) 5. Managent (plan (inderde are lend.)
arraye how sep 6. Oprolly budget. - check shoot # 32 separate Tion Butt (Not present) 10-3-91 + mtq AGENDA Privities during contruction -A. Maintain budget?

B. Displacement of tenants?

C. Phasing - portson of bildings outside of area? 2. Storage for aportments -A. What type, where 3. Budget totals 4. Can we be reimbursed if we make waste system repairs now? (Table) fill J. Security. Company of the State of the Sta 6. Schedule (when to accept 1st Bid) 7, Aug. Fin anciol statement

Decupancy 1.

2' ky Cont

AGENDA Commissioners Site Survey Approval Up-date on processing application 1. LOAN 2. plans 3 Extentron Services 4. Security 5. Local Councel, Bonding 6. New FARHA TN/ructsons 3. Financial Stateman on defivitions

4. Occupsney

5. Waste water system repair

1. Alfa
Blakley
Reys, Henry A Site survey approved B Legal services opposed. C. West over - committeel date - approval D. Estato- Suc - how ( 500 ft OK E. Centant sheriff (unber visite) F. agound of Light soc - Bare G. interest on Descrit (Brove value) H. Waste (what is Accessary) Leces Eminican Statements Sort Decrember agenda = over flow femls
(For wew year)

•

## AGENDA

COMMISSIONERS mtg

1. Management Plan Approval

Questrons: A. Road name change petition almoi. complete -

B Continue handling mail?

C. Numbering houses -D. Water dide't pass test - Wivembe

E. Project Name?

F. Water touck repair?

Go Lobbing Activities

Vacanay verification of sucome wow required on all tenants.

Commissioners Present. Ker Fort Lopez (Not prosent well dug in 1967 107-167 ft comes waters Chlorinate syste (4 gellon clorex) part of rysly the.

(150late problem purpose of last 2 rayslas)

(all-Varra 201 Bond aggreement for council accept mayoret. Plan- 2 Lew Reserve Right to change

# AGENDA

COMMISSIONERS My

12-19-91

- 1. LOAN, Bind grant agreement
- 2. Road Nome charge up date (Lew Herfort)
- 3. Project NAME; CAN we advise Architect of
- 4. Two samples of water passed this month.

  The remaining three samples are at Lab.
- 5. The Post-office will put us up for a "contract station" if we bid 3000 =) well receive 96 per wk. if we win the contract or bid. What should we bid?
  - 6. We are repairing waste water pumps +
    impellar system now The rest of
    waste-water system repairs are being prical.
    Should be in, in Jan 92 -
  - 7. What should we do with old office? Should we build on some yout or where?
  - 8. Nater-tank repair (do we go ahead?)

Girk

9. Simancial statement - October.

10. Jay Smithman Ryst

11. Vacancy Rpt.

•

12. The remaining trees to be pruned, preferably before constantion begins, will run but 12-15. Howard

FAR CONTRACTOR OF THE STATE OF

in the second se

12-19-91 Commissioners Mty Present = all Additional: Jay Smithman 1. Camilo 1st Lew 2 nd To Fare way Village (3r PO, 7. Break down on space -) (time space) 3. Build office (New) on East side 4. Buy up teserver to present meeds

Pon 1st Dave and to 60 ook 2 ?

Full amount for prent/orus (check up Fred ) Spunt Jour Josephing adopt: Loan gelgrant resolution (.

Adopt: How Grant greenat 2.

Pon 1st canilo 2 Md Directon to proceed gran for Computor addetorn ce the tree person) Nogotronte (over)

Cinan craf State Lew. ( Pungs kouse wort on

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#### HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

## STATEMENT OF REVENUES FOR THE ELEVEN MONTHS ENDED NOVEMBER 29, 1991 (UNAUDITED)

	(UNAUDITI	<u> </u>		
	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET
Dwelling rent Non-dwelling rent Other project income Interest income	\$16,486 561 97	\$245,648 6,171 815 4,644	\$240,000 6,732 1,200	\$(5,648) 561 385 (4,644)
Total revenues	\$17,14 <u>4</u>	\$257,2 <u>78</u>	\$247,932	\$(9,3 <u>46</u> )

## STATEMENT OF EXPENDITURES FOR THE ELEVEN MONTHS ENDED NOVEMBER 29, 1991 \_\_(UNAUDITED)

	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	<del></del>		
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement Debt reserve Bank charges	\$ 2,787 3,585 484 1,008 618 766 1,182 382 1,393 980	\$ 28,465 36,279 6,515 860 1,561 10,533 5,711 1,816 7,202 14,767 7,084	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753 10,000	\$ 2,895 3,673 (335) 640 639 1,262 2,289 38 3,298 4,233 866 16,550 7,961 30,753 10,000 (290
Total expenditures	\$13,185	\$163,460	\$247,932	\$84,472

See accountants' compilation report.

#### HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

# SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED NOVEMBER 29, 1991 (UNAUDITED)

GENERAL FUND:					
GENERAL TOND.	CHECKING	PETTY	CHANGE	SECURITY DEPOSITS	SAVINGS
Beginning of month Deposits:	\$130,198	\$100	\$ 1,492	\$12,077	\$912
Operations Change fund Transfers	18,172 1,180		1,180		
Disbursements: Operations Change fund Transfers	(14,099) (1,180)		(1,180)		
End of month	134,271	\$100	\$ 1,492	\$12,077	\$912
Less: Accounts payable	<u>(9,234</u> )				
Available after payment of current period payables	\$125,037			,	
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	ED	BT SERVIC FUND SAVINGS	FUND R	RESERVE ESTRICTED JINGS
Beginning of month Deposits: Transfers Interest	\$2,244			\$37	7,350
Disbursements: Transfers Interest Debt retirement					
End of month	\$2,244		· · · · · · · · · · · · · · · · · · ·	\$3	7,350

See accountants' compilation report.

# OccupANCY

<u> </u>	*+MENTS		Hous	<b>es</b>	
,	- 1990	1991		1990	1991
JANUARY: 5	13	33	JANUARY [	34	46
12	. 13	31	·		
18	/3	31	February	40	46
25	/3	32	,		<u> </u>
February 1		32	March	44	46
8	/.3	. 31	. ,	-	<u>  -                                   </u>
15	/3	3/	April	47	46
22	13	33			
March 1	14	38	May	47 .	.46.
8	15	40	•		
15	2.3	45	June :	47	46
22	29	50	ľ		<u> </u>
. 29	32	48 -	July.	47 .	.46
April 5	34	60	• • •	* * * * * * * * * * * * * * * * * * * *	
12	43	' 72	August	47	46
19	64	84	<b>'</b>		
26	75	87	September	<u> 47</u>	45
May. 3	90	99			<del> </del>
10	104.	111	October	45	45
17	111	112	_		-
24	112	112	November	41	46
31	1/2	1/2	_		
JUNE 7	112	112	· December_	46	46
14	17.	1/2:			
: 21	111	. 108:	1 .		
28	110	1/2	j		•
		1/2	† -		
July :5	1/2	<del>                                     </del>	·· · · · · · · · · · · · · · · · · · ·		<del> </del>
12		112	┧╴		<del></del>
19		109	-		_
`; . 26	1/2	111.	┨		<u> </u>
August :2	107	112			
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september 6	1.777	1//2	<b>↑</b> 、		-
. 12	111.	1/2	†	<del></del>	
13	-: ' - ' ove	, , ,	•	•	•

September	1990	1991
20	//2	///
27	109	109
Oct. 4	95	90
//	76	84
18	72	78
25	: 64	76
Nov 1	61	72
. 8	50	64
15	50	5.8
22	49	56
29	48	56
22 29 Dec 6	4.1	55
13	39	61
20	35	60
199/ JAN 3 10 17	34	57
199/ JAN 3	33	58
10	31	56
17	31.	56
24	32	
. 31	32	
Feb 7	31	
14	31	
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Partners of the Firm

Gary Doorn, CPA
Mark J. Flitton, CPA
Michael O. Groff, CPA
Michael E. Huter, CPA
Ronald J. Lauer, CPA
Ted Stimpson, CPA

Certified Public Accountants

December 26, 1991

Board of Commissioners Housing Authority of the City of Caldwell Caldwell, Idaho

We are pleased to confirm our understanding of the services we are to provide for the Housing Authority of the City of Caldwell. We will audit the financial statements of the Housing Authority of the City of Caldwell as of and for the year ended December 31, 1991.

Our audit will be a Single Audit conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act of 1984; and the provisions of OMB Circular A-128, "Audits of State and Local Governments," and will include tests of the accounting records of the Housing Authority of the City of Caldwell and other procedures we consider necessary to enable us to express unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the Schedule of Financial Assistance and on the Housing Authority's compliance with laws and regulations and its internal controls as If our opinion is other than required for a Single Audit. unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

FAX (208) 459-3141

Board of Commissioners Housing Authority of the City of Caldwell

December 26, 1991

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. As required by the Single Audit Act of 1984, our audit will include tests of transactions related to federal assistance programs for compliance with applicable laws and regulations. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention, and will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

Our audit is not specifically designed and cannot be relied on to disclose reportable conditions, that is, significant deficiencies in the design or operations of the internal control structure. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter. Board of Commissioners Housing Authority of the City of Caldwell

December 26, 1991

Our charges for the services discussed above will not exceed \$2,650.00. If we encounter problems which we have not anticipated and which will require an inordinate amount of time, we will discuss the problems with you before proceeding with the examination. Every effort will be made to keep our time at a minimum, consistent with engagement requirements. Whenever possible, we will use the personnel of the Authority as well as their schedules, reports and correspondence.

We appreciate the opportunity to be of service to the Housing Authority of the City of Caldwell and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

RIPLEY, DOORN & CO.

The services described in the foregoing letter are in accordance with our requirements and are acceptable to us.

Ву	 	
•	 	
ritle		



First Interstate Bank of Idaho, N.A. Caldwell Office P.O. Box 57 Boise, ID 83757-0003 208 459-3631

DEC 3 0 1991
LOPEZ & LOPEZ PAL

December .26, 1991

Camilo Lopez, Attorney Housing Authority of the City of Caldwell P.O. 606 Caldwell, ID 83606

Dear Mr. Lopez,

In response to an article in the Press Tribune earlier this year, First Interstate Bank would like to make a donation to the Caldwell Housing Authority for the purchase of playground equipment or landscaping at the Labor Camp.

Enclosed is a check in the amount of \$500 payable to the Housing Authority. I have made several calls in an attempt to raise matching funds, in order to present you with additional dollars, but have had minimal response. As we are approaching year-end, I have no choice but to forward the dollars to you in the hopes that you will be able to make use of the funds for the purpose intended.

We recognize the tremendous need in Caldwell for adequate and affordable housing for low-income residents, along with the need for rehabilitation of existing housing. It is First Interstate Bank's intent to assist our communities in meeting credit needs. If you determine a role we can fill in addressing these needs, please contact me.

Sincerely,

Leona R. Fouts

AVP/Retail Banking Manager

enclosure



## CROWDER ASSOCIATES ARCHITECTURE & PLANNING

1707 N. LINDA VISTA LANE · BOISE, IDAHO 83704 (208) 377-2870 FAX (208) 322-8152

April 16, 1991

Fred Marker Farmers Home Administration 704 Albany Street, Suite 7 Caldwell, Idaho 83605

PROJECT BRINK DOWN

Farm Labor Housing Project Caldwell, Idaho

Dear Fred;

As requested, I have reviewed the preliminary cost estimates for the referenced project and have revised it as indicated below.

New	Const	ruct	Lion
	5753	7 sf	(dwe

57537 sf (dwellings) at \$37/sf 2500 sf (laundry/office) at \$37/sf 5508 sf (storage buildings) at \$18/sf 23600 sf (asphalt) at \$1.25/sf 116,305 sf (site improvements) at \$1/sf general items (set-up, permits, fees, etc	\$2,128,869 92,500 99,144 29,500 116,305 60,000	أم
SubTotal	\$2,526,318	
25% increase for Davis-Bacon	631,579	
TOTAL NEW CONSTRUCTION	\$3,156,897	
Existing Construction		
repaint 62,000 sf at \$1/sf sewer repairs water repairs demolition existing buildings	62,000 25,000 25,000	
demotition existing buildings	50,000	
SubTota1	162,000	
25% increase for Davis-Bacon	40,500	
TOTAL EXISTING CONSTRUCTION :	202,500	

Fred Marker April 26, 1991 Page 2

Total Cost, new and existing construction \$3,359,397 \* 135,000 Interim Financing 182,000 5% Contingency 183,819

ESTIMATED TOTAL PROJECT COST

2% 6 RIRUTING \$ 3,937,420 These costs are based upon the best information available to me at this time for construction in the Caldwell area. The major variable in this estimate are the projected 25% increase for Davis-Bacon Wages, and the 5% construction contingency.

We are advised by contractors that their bids are typically 20 to 25% higher for projects requiring Davis-Bacon wage However, on the most recent project bid by our office, prevailing wage rates were quite low, and resulted in a much lower increase in total bid amount. Until final wage rates are received for this project, it is not possible to predict their impact upon total bid amount.

Because of variables which are yet to be identified, and because of the predictability that some Change Orders will occur during the course of constrution, we advise that projects of all types maintain a contingency of 5% to 10% to allow for these factors. We are recommending a 5% contingency for this project.

A final significant item affecting our estimates is the high level of work available for the construction industry in the Boise-Nampa-Caldwell area. Based upon information available to us, we expect that this level of available work will continue into 1994 and beyond.

If the impact of Davis-Bacon wages, and the 5% contingency were removed from our estimate, the predicted construction cost would then be \$2,945,918. We do not recommend reducing the requested funding to this level given the uncertainty of bidding, schedule, weather and other variables. It is possible, however, that under very favorable circumstances, a low bid could approach this number.

If further discussion is needed, please feel free to contact me.

Ray Crowder, AIA

Sincére:

250 South Beechwood Avenue, Suite I • Boise, Idaho 83709 • Telephone (208) 376-7330

January 7, 1991

Mr. Dave Linden Housing Authority of Caldwell P. O. Box 70 Caldwell, ID 83606

Re: NPDES Permit Compliance

Dear Mr. Linden:

In regard to meeting your permit requirements, we suggest that you begin immediately taking one influent sample and two effluent samples per month. The influent sample should be tested for BOD and suspended solids, and the effluent sample tested for BOD, suspended solids, pH, and fecal coliform. Since your disinfection system is inoperable at this time, it would seem inevitable that, during this cold weather period, the fecal coliform concentrations will exceed your permit limitations. If such an eventuality does occur, we suggest that the following explanation be sent to Region X EPA.

We have had a non-compliance on our permit for fecal coliform concentration. The reason for the non-compliance is an inoperable flow measurement and chlorine metering system. We are in the process of redesigning and financing improvements to our system that will bring us back into compliance. The following is our proposed schedule for making improvements to the disinfection system that will result in compliance with our NPDES permit requirements.

If you have any questions, or if we may be of further assistance, please contact Dave Linden.

This paragraph should include a realistic schedule of when you anticipate obtaining funding and construction improvements so that the total system is operable. I would not make the schedule over-optimistic, since EPA may very well make it a legal requirement that you meet that schedule of upgrading, so it should be very realistic and achievable.

If you have any questions, please give me a call and I will respond as soon as possible.

Sincerely,

J-U-B ENGINEERS, Inc.

Kirby D. Vickers, P.E.

KDV:ss

To-do - 1-2-91 1. Planning + Zoning - County -454-2469 2. aireal photos Letter of suggest from Somes 3. (Telephon pre-wire)

## LABOR HOUSING LOAN AND GRANT TO A NONPROFIT HOUSING AUTHORITY

LOAN AND GRANT RESOLUTION OF \_\_\_\_\_, 1991.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO PROVIDING FOR OBTAINING FINANCIAL ASSISTANCE IN THE AMOUNT OF \$3,938,045 AND REAMORTIZATION OF PRIOR BORROWINGS TO AID IN FINANCING FEDERALLY DEFINED LOW-RENT HOUSING AND RELATED FACILITIES FOR LOW-INCOME DOMESTIC FARM LABOR, AND RELATED MATTERS.

Whereas the Housing Authority of the City of Caldwell, Idaho (herein referred to as the "Authority") is organized and operating under Title 50, Chapter 19, Idaho Code, as amended and the board of directors of the Authority has determined that--

- (a) The Authority should provide low-rent housing and related facilities for low-income domestic farm labor, as defined in title V of the Housing act of 1949.
- (b) The estimated total cash development cost of such housing and facilities amounts to \$3,938,045.
- (c) For such purpose the Authority is able to furnish no funds from its own resources.
- (d) The Authority will need financial assistance in the amount of \$3, 938,045 which the Authority is unable to obtain from other sources for such purpose upon terms and conditions which the Authority could reasonably be expected to fulfill.
- (e) Of such amount of needed financial assistance the Authority will be able to repay, with interest at 1 percent per annum, the amount of \$394,000 over a repayment period of 33 years, if the balance of \$3,544,045 is made available to the Authority as a grant.
- (f) The housing and related facilities will fulfill a pressing need in the area in which they are or will be located.
- (g) The housing and facilities cannot be provided without the aid of a grant in the amount stated above.

(h) In order to better afford the repayment of the said new financing it is important that the 1969 Bonds and the 1982 Bonds of the Authority be reamortized over a longer term.

#### THEREFORE BE IT RESOLVED:

- 1. Application for Loan and Grant. The Authority shall apply to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called "the Government") for a loan of \$394,000 and a grant of \$3,544.045, pursuant to Title V of the Housing Act of 1949. Such loan may be insured by the Government. The loan and the grant shall be used only for the specific eligible purposes approved by the Government, in order to provide low-rent housing and related facilities for low-income domestic farm labor. Such housing and facilities and the land constituting the site may be referred to herein as the "housing".
- Execution of Loan and Grant Instruments. To evidence the loan, if approved by the Government, the Authority shall issue a Revenue Bond (herein referred to as the "Bond"), signed by its President and attested by its Secretary, with its corporate seal affixed thereto, for the amount of the loan, payable in installments over a period of 33 years, bearing interest at a rate not to exceed 1% per annum, and containing other terms and conditions prescribed by the Government to be set forth in a subsequent resolution of the Authority. evidence the obligations of the grant, the Authority shall execute an instrument in the form attached hereto entitled "Labor Housing Grant Agreement" and referred to herein as the "Grant Agreement," evidencing terms and conditions upon which the grant is made by the Government and the obligations of the Authority with respect thereto. To secure the Bond and/or all other obligations and agreements of the Authority with respect to the loan and the grant, as required by the Government, the President and the Secretary are hereby authorized to execute a security instrument giving a lien upon or security interest in the housing and such other property as the Government shall require, including an assignment of or security interest in the rents and profits as collateral security to be enforceable in the event of any default by the Authority. The President and the Secretary are further authorized to execute any other security and other instruments, agreements, and documents required by the Government for the loan or grant. The indebtedness and other obligations of the Authority under the Bond, Grant Agreement, this resolution, the security

instrument, and any other instruments and agreements related to the loan or grant are herein called the "loan and grant obligations."

- Equal Employment Opportunity under Construction Contracts and Nondiscrimination in the Use of Occupancy and Housing and in Any Other Benefits of the Loan or Grant. President and the Secretary are hereby authorized and directed to execute on behalf of the Authority (a) any undertakings and agreements required by the Government regarding nondiscrimination in the use and occupancy of housing, (b) Farmers Home Administration Form FmHA 400-1, "Equal Opportunity Agreement, " involving an Equal Opportunity Clause to be incorporated in or attached as a rider to each construction contract which exceeds \$10,000 in amount and is paid for in whole or in part with loan or grant funds, and (c) Farmers Home Administration Form FmHA 400-4, "Nondiscrimination Agreement (Under Title VI, Civil Rights Act of 1964), " a copy of which is attached hereto and made a part hereof.
- Supervised Bank Account. The proceeds of the loan and grant used for approved eligible purposes shall be deposited in a "supervised bank account" as required by the Government. Amounts in the supervised bank account exceeding \$100,000 shall be secured by the financial institution in advance in accordance with U.S. Treasury Department Circular No. 176. provided by the terms of the agreement creating the supervised bank account, all funds therein shall, until duly expended, collaterally secure the loan and grant obligations. Withdrawals from the supervised bank account by the Authority shall be made only on checks signed by the Chairman of the Authority and countersigned by the District Loan Supervisor or other authorized official of the Farmers Home Administration, and only for the specific eligible purposes approved in writing by the Government. The Authority's share of any liquidated damages or other monies paid by defaulting contractors of their sureties shall be deposited in the supervised bank account to assure completion of the project. When all approved items eligible for payment with loan or grant funds are paid in full, any balance remaining in the supervised bank account shall be treated as a refund of loan and grant funds in the same ratio as that between the amounts of the loan and grant, and the supervised bank account shall be closed.
- 5. Accounts for Housing Operations and Loan Servicing. The Authority shall establish on its books the following accounts, which shall be maintained so long as the loan or grant obligations continue: A General Operating Account and a Reserve Account. Funds in said accounts shall be deposited in a bank or banks insured by the Federal Deposit Insurance

Authority, except for any portion invested in readily marketable obligations of the United States as authorized by Section 8. The Treasurer of the Authority shall execute a fidelity bond, with a surety company approved by the Government, in an amount not less than the estimated maximum amount of such funds to be held in said accounts at any one time. The United States of America shall be named as co-obligee, and the amount of the bond shall not be reduced without the prior written consent of the Government. The Authority in its discretion may at any time establish and utilize additional accounts to handle any funds not covered by the provisions of this resolution.

- 6. General Operating Account. By the time the loan and grant are closed the Authority shall from its own funds deposit in the General Fund Account the amount of \$0. All income and revenue from the housing shall upon receipt be immediately deposited in the General Fund Account. The Authority may also in its discretion at any time deposit therein other funds, not otherwise provided for by this resolution, to be used for any of the purposes authorized in Section 7, 8, or 9. Funds in the General Fund Account shall be used only as authorized in said sections and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.
- 7. Operation and Maintenance Account. Not later than the 15th of each month, out of the General Fund Account shall be transferred to the Operation and Maintenance Account, sufficient amounts to enable the Authority to pay from the Operation and Maintenance Account the actual, reasonable, and necessary current expenses, for the current month and the ensuing month, of operating and maintaining the housing not otherwise provided for. Current expenses may include, in addition to the expenses occurring or becoming due monthly, monthly accumulations of proportionate amounts for the payment of items which may become due either annually or at irregular intervals, such as taxes and insurance and normal repair and replacement of furnishings and equipment reasonably necessary for operation of the housing. Current expenses may also include initial purchase and installation of such furnishings and equipment with any funds deposited in and transferred from the General Fund Account which are not proceeds of the loan and, unless the Government gives prior written consent, are not income or revenue from the housing.
- 8. <u>Debt Service Account</u>. Each month, immediately after the transfer to the Operation and Maintenance Account provided for in Section 7, or after it is determined that no such transfer is called for, any balance remaining in the General

Fund Account, or so much thereof as may be necessary, shall be transferred to the Debt Service Account until the amount in the Debt Service Account equals the amount of the next installment due on the loan. Funds in the debt Service Account shall be used only for payments on the loan obligations while they continue and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.

- 9. Reserve Account. (a) Immediately after each transfer to the Debt Service Account as provided in Section 9, any balance in the General Fund Account shall be transferred to the Reserve Account. Funds in the Reserve Account may be used only as authorized in this resolution and until so used shall be held by the Authority in trust as security for the loan and grant obligations. Transfers at a rate not less than \$39,380 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of \$393,800 and shall be resumed at any time when necessary, because of disbursements from the Reserve Account, to restore it to said sum. Of such sum, at least 50 percent of said sum, all or any portion of the balance of said sum may, at the option of the Authority, consist of an amount, referred to herein as the "prepayment reserve," by which the Authority is "ahead of schedule" as defined in the regulations of the Farmers Home Administration. Funds in the cash reserve shall be deposited in a separate bank account or accounts insured by the Federal Deposit Insurance Authority or invested in readily marketable obligations of the United States, the earnings on which shall accrue to the Reserve Account.
  - (b) With the prior consent of the Government, funds in the Reserve Account may be used by the Authority--
    - (1) To meet payments due on the loan obligations in the event the amount in the Debt Service Account is not sufficient for the purpose.
    - (2) To pay costs of repairs or replacements to the housing caused by catastrophe or long-range depreciation which are not current expenses under Section 7.
    - (3) To make improvements or extensions to the housing.
    - (4) For other purposes desired by the Authority which in the judgment of the Government likely will promote the loan or grant purposes without jeopardizing collectibility of the loan or impairing the adequacy of the security, or will

strengthen the security, or will facilitate, improve, or maintain the orderly collectibility of the loan.

- (c) Any amount in the Reserve Account which exceeds the sum specified in sub-section (a), and is not agreed between the Authority and the Government to be used for purposes authorized in subsection (b) shall be applied promptly on the loan obligations.
- 10. Regulatory Covenants. So long as the loan or grant obligations continue, the Authority shall--
  - (a) Impose and collect such fees, assessments, rents, and charges that the income of the Authority will be sufficient at all times for operation and maintenance of the housing payments on the loan obligations, and maintenance of the accounts herein provided for.
  - (b) Maintain complete books and records relating to the Authority's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.
  - (c) If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan or grant obligations, and submit to the Government regular and special reports concerning the housing or the Authority's financial affairs, including any information required by the Government regarding income of the occupants of the housing.
  - (d) Unless the Government gives prior consent--
    - (1) Not use or permit use of the housing for any purpose other than as low-rent housing and related facilities for low-income domestic farm labor, as those terms are defined by the Government.
    - (2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan or grant obligations.

- (3) Not cause or permit voluntary dissolution of the Authority, nor merge or consolidate with any other organization, nor transfer or encumber title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or other conveyance or encumbrance, nor engage in any other new business, enterprise, or venture than operation of the housing.
- (4) Not borrow any money, nor incur any liability aside from current expenses as defined in Section 7.
- (e) Submit the following to the Government for prior review not less than 60 days before the effective dates:
  - (1) Annual budget and operating plans.
  - (2) Statements of management policy and practice including eligibility criteria and implementing rules for occupancy of the housing.
  - (3) Proposed rents and charges and other terms of rental agreements for occupancy of the housing.
  - (4) Rates of compensation to officers and employees of the Authority payable from or chargeable to any account provided for in this resolution.
  - (f) If required by the Government, modify and adjust any matters covered by clause (e) of this section.
  - (g) Comply with all its agreements and obligations in or under this resolution, the Bond, Grant Agreement, security instrument, and any related agreement executed by the Authority in connection with the loan or grant.
  - (h) Not alter, amend, or repeal without the Government's consent this resolution or the bylaws or articles of incorporation of the Authority, which shall constitute parts of the total contract between the Authority and the Government relating to the loan and grant obligations.
  - (i) Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Authority's operations or affairs which may affect the housing, the loan or grant obligations, or the security.

- 11. Refinancing of Loan. If at any time it appears to the Government that the Authority is able to obtain a loan upon reasonable terms and conditions to refinance the loan obligations then outstanding, upon request from the Government, the Authority will apply for, take all necessary actions to obtain, and accept such refinancing loan and will use the proceeds for said purpose.
- 12. General Provisions. (a) It is understood and agreed by the Authority that any loan or grant will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the loan and grant, enforce such limitations, and protect the Government's financial interest in the loan and grant and the security.
  - (b) The provisions of this resolution are representations of the Authority to induce the Government to make or insure a loan or make a grant to the Authority as aforesaid. If the Authority should fail to comply with or perform any of its loan or grant obligations, such failure shall constitute default as fully as default in payment of amounts due on the loan obligations. In the event of default, the Government at its option may declare the entire amount of the loan and grant obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.
  - (c) Upon request by the Government the Authority will permit representatives of the Government to inspect and make copies of any of the records of the Authority pertaining to the financial assistance. Such inspection and copying may be made during regular office hours of the Aurthority, or any other time the corporation and the Government finds convenient.
  - (d) Any provisions of this resolution may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Authority, after this resolution becomes contractually binding, to any extent such provisions could legally have been foregone, or agreed to in amended form, by the Government initially.

- (e) Any notice, consent, approval, waiver, or agreement must be in writing.
- (f) This resolution may be cited in the security instrument and elsewhere as the "Loan and Grant Resolution of December \_\_\_, 1991."

#### **CERTIFICATE**

The	undersigned,		the
Secretary	of the Authorit	y identified in	the foregoing
resolution,	hereby certifies	that the foregoing	is a true copy
of a reso	olution duly adop	ted by the board	d of directors
on	, 19, which	has not been alter	ed, amended, or
repealed.			
D3(III) -			
DATE:			
		SECRETARY	

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#### LABOR HOUSING GRANT AGREEMENT

THIS AGREMENT dated, Housing Authority of Caldwell, Id which is organized and operating under T	,19 , between the
Housing Authority of Caldwell, Id	aho, a public corporation -
which is organized and operating under T	itle 50, Chapter 19 of the
Idaho Code.	

(Authorizing Statute)
herein called "Grantee," and the United States of America acting through
the Farmers Home Administration, Department of Agriculture, herein called
"Grantor," WITNESSETH:

#### WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement and/or capital improvement of a Labor Rousing Project to serve domestic farm laborers at an estimated cost of \$3,938,045 and has duly authorized the undertaking of such project. (\$3,938,045.00)

Grantee is able to finance not more than \$3947000 of the development cost through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable rental rate.

Said sum of \$394,000 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$3-544.045. subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 516 of the Housing Act of 1949 for the purpose only of defraying a part not to exceed \_\_\_\_\_ percent of the development costs, as defined by applicable Farmers Home Administration instructions.

#### GRANTEE AGREES THAT GRANTEE WILL:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

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- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Hanage, operate and maintain the project, including these units if less than the whole of said project, continuously in an efficient and economic manner.
- D. Make services of said project available within its capacity to all domestic farm laborers in borrowers/grantees service area without discrimination because of race, color, religion, sex, age, handicap, marital or familial status, or National origin at reasonable rental rates, whether for one or more types of units, adopted by resolution dated

  19 , as may be revised from time to time by Grantee. The initial rental rate must be approved by the Grantor.

  Thereafter, Grantee may not make changes to the rental rate structure without prior authorization from the Grantor. (Revised 02-22-90, SPECIAL PN.)
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- G. To execute Form FmHA 400-1, "Equal Opportunity Agreement," and to execute Form 400-4, "Assurance Agreement," and to execute any other agreements required by Grantor which Grantee is legally authorized to execute. If any such form has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another form of the same type need not be executed in connection with this grant. (Revised 02-22-90, SPECIAL PN.)
- H. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated hereinabove, with interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant, thereby causing cancellation of federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it of previous defaults of Grantee, by judicial proceedings to require specific performance of the

terms of this Grantee Agreements or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

- I. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.
- J. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.
  - 1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - 2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.
  - 3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions.
    - (a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.
    - (b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency and pay the Federal Government an amount computed by applying th Federal percentage of participation in the cost of the original project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper

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sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

#### LEGAL DESCRIPTION OF PROPERTY

- K. Abide by the following conditions pertaining to nonexpendable personal property which is furnished by the Grantor or acquired wholly or in part with grant funds. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition exost of \$300 or more per unit. A Grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
  - Use of nonexpendable property.
  - (a) The Grantee shall use the property in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the property in connection with its other Federally sponsored activities, if any, in the following order of priority:
    - (1) Activities sponsored by the FmHA.
    - (2) Activities sponsored by other Federal agencies.
  - (b) During the time that nonexpendable personal property is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to FmHA sponsored projects. Second preference will be given to other Federally sponsored projects.

- 2. Disposition of nonexpendable property. When the Grantee no longer needs the property as provided in paragraph (a) above, the property may be used for other activities in accordance with the following standards:
  - (a) Nonexpendable property with a unit acquisition cost of less than \$1000. The Grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.
  - (b) Nonexpendable personal property with a unit acquisition cost of \$1000 or more. The Grantee may retain the property for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the Grantee has no need for the property and the property has further use value, the Grantee shall request disposition instructions from the original grantor agency.

The Grantor agency shall determine whether the property can be used to meet the agency's requirements. If no requirement exists within the agency, the availablity of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the property exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee request and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the property and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share \$100 or ten percent of the proceeds, whichever is greater, for the Grantee's selling and handling expenses.

- (2) If the Grantee is instructed to ship the property elsewhere the Grantee shall be reimbursed by the benefitting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.
- (3) If the Grantee is instructed to otherwise dispose of the proeprty, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.
- 3. The Grantee's property management standards for nonexpendable personal property shall also include:
  - (a) Property records which accurately provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage (at the end of budget year) of Federal participation in the cost of the project for which the property was acquired; location, use and condition of the property and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.
  - (b) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
  - (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigaged and fully documented.
  - (d) Adequate maintenance procedures shall be implemented to keep the property in good condition.
  - (e) Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described nonexpendable property (use continuation sheets as necessary).

- L. Provide Financial Management Systems which will include:
- 1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
- 2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  - 4. Accounting records supported by source documentation.
- M. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings havenot been resolved. Microfilm copies may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.
- N. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.
- O. Provide an audit report prepared in sufficient detail to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.
- P. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentalities of states shall not be held accountable for interest earned on grant funds pending their disbursement.
- Q. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item J above.

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- R. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.
- S. Pay all laborers and mechanics employed by contractors and subcontractors wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5).
- T. In construction contracts in excess of \$2,000 and in other contracts in excess of \$2,500 which involve the employment of mechanics or laborers, to include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- U. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. \$1875C-9) and Section 308 of the Water Pollution Control Act specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. Such regulations and guidelines can be vfound in 40 CFR 15.4 and 40 FR 17126 dated April 16, 1975. In so doing the Contractor further agrees:
  - 1. As condition for the award of contract to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
  - 2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
  - 3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant,

agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

#### GRANTOR AGREES THAT IT:

- A. Will make available to Grantee for the purpose of this Agreement not to exceed <u>SThree Million Five Hundred Forty Four Thousand</u> and Forty Five Dollar which it will advance to Grantee to meet not to exceed <u>90</u> percent of the development costs of the project in accordance with the actual needs of Grantee as determined by Grantor. \$3,544,045.00
- B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans and with any State or area plans for the area in which the project is located.
- C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without available consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

#### TERMINATION OF THIS AGREEMENT.

This agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

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and its corporated seal affixed by	and attested its duly authorized Secretary
ATTEST:	
*** **** *	CALDWELL HOUSING AUTHORITY -
Ву	Ву
Secretary	Chairman
(Title)	(Title)
	UNITED STATES OF AMERICA
	FARMERS HOME ADMINISTRATION
•	Ву
	(Title)

- 0 -

### LABOR HOUSING LOAN AND GRANT TO A NONPROFIT HOUSING AUTHORITY

LOAN AND GRANT RESOLUTION OF \_\_\_\_\_, 1991.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO PROVIDING FOR OBTAINING FINANCIAL ASSISTANCE IN THE AMOUNT OF \$3,938,045 AND REAMORTIZATION OF PRIOR BORROWINGS TO AID IN FINANCING FEDERALLY DEFINED LOW-RENT HOUSING AND RELATED FACILITIES FOR LOW-INCOME DOMESTIC FARM LABOR, AND RELATED MATTERS.

Whereas the Housing Authority of the City of Caldwell, Idaho (herein referred to as the "Authority") is organized and operating under Title 50, Chapter 19, Idaho Code, as amended and the board of directors of the Authority has determined that--

- (a) The Authority should provide low-rent housing and related facilities for low-income domestic farm labor, as defined in title V of the Housing act of 1949.
- (b) The estimated total cash development cost of such housing and facilities amounts to \$3,938,045.
- (c) For such purpose the Authority is able to furnish no funds from its own resources.
- (d) The Authority will need financial assistance in the amount of \$3, 938,045 which the Authority is unable to obtain from other sources for such purpose upon terms and conditions which the Authority could reasonably be expected to fulfill.
- (e) Of such amount of needed financial assistance the Authority will be able to repay, with interest at 1 percent per annum, the amount of \$394,000 over a repayment period of 33 years, if the balance of \$3,544,045 is made available to the Authority as a grant.
- (f) The housing and related facilities will fulfill a pressing need in the area in which they are or will be located.
- (g) The housing and facilities cannot be provided without the aid of a grant in the amount stated above.

(h) In order to better afford the repayment of the said new financing it is important that the 1969 Bonds and the 1982 Bonds of the Authority be reamortized over a longer term.

#### THEREFORE BE IT RESOLVED:

- 1. Application for Loan and Grant. The Authority shall apply to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called "the Government") for a loan of \$394,000 and a grant of \$3,544.045, pursuant to Title V of the Housing Act of 1949. Such loan may be insured by the Government. The loan and the grant shall be used only for the specific eligible purposes approved by the Government, in order to provide low-rent housing and related facilities for low-income domestic farm labor. Such housing and facilities and the land constituting the site may be referred to herein as the "housing".
- Execution of Loan and Grant Instruments. To evidence the loan, if approved by the Government, the Authority shall issue a Revenue Bond (herein referred to as the "Bond"), signed by its President and attested by its Secretary, with its corporate seal affixed thereto, for the amount of the loan, payable in installments over a period of 33 years, bearing interest at a rate not to exceed 1% per annum, and containing other terms and conditions prescribed by the Government to be set forth in a subsequent resolution of the Authority. evidence the obligations of the grant, the Authority shall execute an instrument in the form attached hereto entitled "Labor Housing Grant Agreement" and referred to herein as the "Grant Agreement," evidencing terms and conditions upon which the grant is made by the Government and the obligations of the Authority with respect thereto. To secure the Bond and/or all other obligations and agreements of the Authority with respect to the loan and the grant, as required by the Government, the President and the Secretary are hereby authorized to execute a security instrument giving a lien upon or security interest in the housing and such other property as the Government shall require, including an assignment of or security interest in the rents and profits as collateral security to be enforceable in the event of any default by the Authority. The President and the Secretary are further authorized to execute any other security and other instruments, agreements, and documents required by the Government for the loan or grant. The indebtedness and other obligations of the Authority under the Bond, Grant Agreement, this resolution, the security

instrument, and any other instruments and agreements related to the loan or grant are herein called the "loan and grant obligations."

- <u>Equal</u> Employment Opportunity under Construction Contracts and Nondiscrimination in the Use of Occupancy and Housing and in Any Other Benefits of the Loan or Grant. President and the Secretary are hereby authorized and directed to execute on behalf of the Authority (a) any undertakings and agreements required the Government by nondiscrimination in the use and occupancy of housing, (b) Farmers Home Administration Form FmHA 400-1, "Equal Opportunity Agreement, involving an Equal Opportunity Clause to be incorporated in or attached as a rider to each construction contract which exceeds \$10,000 in amount and is paid for in whole or in part with loan or grant funds, and (c) Farmers Home Administration Form FmHA 400-4, "Nondiscrimination Agreement (Under Title VI, Civil Rights Act of 1964), " a copy of which is attached hereto and made a part hereof.
- Supervised Bank Account. The proceeds of the loan and grant used for approved eligible purposes shall be deposited in a "supervised bank account" as required by the Government. Amounts in the supervised bank account exceeding \$100,000 shall be secured by the financial institution in advance accordance with U.S. Treasury Department Circular No. 176. provided by the terms of the agreement creating the supervised bank account, all funds therein shall, until duly expended, collaterally secure the loan and grant obligations. Withdrawals from the supervised bank account by the Authority shall be made only on checks signed by the Chairman of the Authority and countersigned by the District Loan Supervisor or other authorized official of the Farmers Home Administration, and only for the specific eligible purposes approved in writing by the Government. The Authority's share of any liquidated damages or other monies paid by defaulting contractors of their sureties shall be deposited in the supervised bank account to assure completion of the project. When all approved items eligible for payment with loan or grant funds are paid in full, any balance remaining in the supervised bank account shall be treated as a refund of loan and grant funds in the same ratio as that between the amounts of the loan and grant, and the supervised bank account shall be closed.
- 5. Accounts for Housing Operations and Loan Servicing. The Authority shall establish on its books the following accounts, which shall be maintained so long as the loan or grant obligations continue: A General Operating Account and a Reserve Account. Funds in said accounts shall be deposited in a bank or banks insured by the Federal Deposit Insurance

Authority, except for any portion invested in readily marketable obligations of the United States as authorized by Section 8. The Treasurer of the Authority shall execute a fidelity bond, with a surety company approved by the Government, in an amount not less than the estimated maximum amount of such funds to be held in said accounts at any one time. The United States of America shall be named as co-obligee, and the amount of the bond shall not be reduced without the prior written consent of the Government. The Authority in its discretion may at any time establish and utilize additional accounts to handle any funds not covered by the provisions of this resolution.

- 6. General Operating Account. By the time the loan and grant are closed the Authority shall from its own funds deposit in the General Fund Account the amount of \$0. All income and revenue from the housing shall upon receipt be immediately deposited in the General Fund Account. The Authority may also in its discretion at any time deposit therein other funds, not otherwise provided for by this resolution, to be used for any of the purposes authorized in Section 7, 8, or 9. Funds in the General Fund Account shall be used only as authorized in said sections and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.
- 7. Operation and Maintenance Account. Not later than the 15th of each month, out of the General Fund Account shall be transferred to the Operation and Maintenance Account, sufficient amounts to enable the Authority to pay from the Operation and Maintenance Account the actual, reasonable, and necessary current expenses, for the current month and the ensuing month, of operating and maintaining the housing not otherwise provided for. Current expenses may include, in addition to the expenses occurring or becoming due monthly, monthly accumulations of proportionate amounts for the payment of items which may become due either annually or at irregular intervals, such as taxes and insurance and normal repair and replacement of furnishings and equipment reasonably necessary for operation of the housing. Current expenses may also include initial purchase and installation of such furnishings and equipment with any funds deposited in and transferred from the General Fund Account which are not proceeds of the loan and, unless the Government gives prior written consent, are not income or revenue from the housing.
- 8. <u>Debt Service Account</u>. Each month, immediately after the transfer to the Operation and Maintenance Account provided for in Section 7, or after it is determined that no such transfer is called for, any balance remaining in the General

Fund Account, or so much thereof as may be necessary, shall be transferred to the Debt Service Account until the amount in the Debt Service Account equals the amount of the next installment due on the loan. Funds in the debt Service Account shall be used only for payments on the loan obligations while they continue and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.

- Reserve Account. (a) Immediately after each transfer to the Debt Service Account as provided in Section 9, any balance in the General Fund Account shall be transferred to the Reserve Account. Funds in the Reserve Account may be used only as authorized in this resolution and until so used shall be held by the Authority in trust as security for the loan and grant obligations. Transfers at a rate not less than \$39,380 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of \$393,800 and shall be resumed at any time when necessary, because of disbursements from the Reserve Account, to restore it to said sum. Of such sum, at least 50 percent of said sum, all or any portion of the balance of said sum may, at the option of the Authority, consist of an amount, referred to herein as the "prepayment reserve," by which the Authority is "ahead of schedule" as defined in the regulations of the Farmers Home Administration. Funds in the cash reserve shall be deposited in a separate bank account or accounts insured by the Federal Deposit Insurance Authority or invested in readily marketable obligations of the United States, the earnings on which shall accrue to the Reserve Account.
  - (b) With the prior consent of the Government, funds in the Reserve Account may be used by the Authority--
    - (1) To meet payments due on the loan obligations in the event the amount in the Debt Service Account is not sufficient for the purpose.
    - (2) To pay costs of repairs or replacements to the housing caused by catastrophe or long-range depreciation which are not current expenses under Section 7.
    - (3) To make improvements or extensions to the housing.
    - (4) For other purposes desired by the Authority which in the judgment of the Government likely will promote the loan or grant purposes without jeopardizing collectibility of the loan or impairing the adequacy of the security, or will

strengthen the security, or will facilitate, improve, or maintain the orderly collectibility of the loan.

- (c) Any amount in the Reserve Account which exceeds the sum specified in sub-section (a), and is not agreed between the Authority and the Government to be used for purposes authorized in subsection (b) shall be applied promptly on the loan obligations.
- 10. Regulatory Covenants. So long as the loan or grant obligations continue, the Authority shall--
  - (a) Impose and collect such fees, assessments, rents, and charges that the income of the Authority will be sufficient at all times for operation and maintenance of the housing payments on the loan obligations, and maintenance of the accounts herein provided for.
  - (b) Maintain complete books and records relating to the Authority's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.
  - (c) If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan or grant obligations, and submit to the Government regular and special reports concerning the housing or the Authority's financial affairs, including any information required by the Government regarding income of the occupants of the housing.
  - (d) Unless the Government gives prior consent--
    - (1) Not use or permit use of the housing for any purpose other than as low-rent housing and related facilities for low-income domestic farm labor, as those terms are defined by the Government.
    - (2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan or grant obligations.

- (3) Not cause or permit voluntary dissolution of the Authority, nor merge or consolidate with any other organization, nor transfer or encumber title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or other conveyance or encumbrance, nor engage in any other new business, enterprise, or venture than operation of the housing.
- (4) Not borrow any money, nor incur any liability aside from current expenses as defined in Section 7.
- (e) Submit the following to the Government for prior review not less than 60 days before the effective dates:
  - (1) Annual budget and operating plans.
  - (2) Statements of management policy and practice including eligibility criteria and implementing rules for occupancy of the housing.
  - (3) Proposed rents and charges and other terms of rental agreements for occupancy of the housing.
  - (4) Rates of compensation to officers and employees of the Authority payable from or chargeable to any account provided for in this resolution.
  - (f) If required by the Government, modify and adjust any matters covered by clause (e) of this section.
  - (g) Comply with all its agreements and obligations in or under this resolution, the Bond, Grant Agreement, security instrument, and any related agreement executed by the Authority in connection with the loan or grant.
  - (h) Not alter, amend, or repeal without the Government's consent this resolution or the bylaws or articles of incorporation of the Authority, which shall constitute parts of the total contract between the Authority and the Government relating to the loan and grant obligations.
  - (i) Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Authority's operations or affairs which may affect the housing, the loan or grant obligations, or the security.

- 11. Refinancing of Loan. If at any time it appears to the Government that the Authority is able to obtain a loan upon reasonable terms and conditions to refinance the loan obligations then outstanding, upon request from the Government, the Authority will apply for, take all necessary actions to obtain, and accept such refinancing loan and will use the proceeds for said purpose.
- 12. General Provisions. (a) It is understood and agreed by the Authority that any loan or grant will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the loan and grant, enforce such limitations, and protect the Government's financial interest in the loan and grant and the security.
  - (b) The provisions of this resolution are representations of the Authority to induce the Government to make or insure a loan or make a grant to the Authority as aforesaid. If the Authority should fail to comply with or perform any of its loan or grant obligations, such failure shall constitute default as fully as default in payment of amounts due on the loan obligations. In the event of default, the Government at its option may declare the entire amount of the loan and grant obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.
  - (c) Upon request by the Government the Authority will permit representatives of the Government to inspect and make copies of any of the records of the Authority pertaining to the financial assistance. Such inspection and copying may be made during regular office hours of the Aurthority, or any other time the corporation and the Government finds convenient.
  - (d) Any provisions of this resolution may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Authority, after this resolution becomes contractually binding, to any extent such provisions could legally have been foregone, or agreed to in amended form, by the Government initially.

- (e) Any notice, consent, approval, waiver, or agreement must be in writing.
- (f) This resolution may be cited in the security instrument and elsewhere as the "Loan and Grant Resolution of December \_\_\_, 1991."

#### **CERTIFICATE**

undersigned,					, the
hereby certi lution duly	fies that adopted	at the for i by the	regoing board	is a l of	true copy
		CECDEMADA	<u></u>		<del></del>
	of the Aut hereby certi olution duly	hereby certifies that Dlution duly adopted	of the Authority identified hereby certifies that the formulation duly adopted by the second of the	of the Authority identified in hereby certifies that the foregoing plution duly adopted by the board	of the Authority identified in the hereby certifies that the foregoing is a plution duly adopted by the board of

FmHA Instruction 1944-D Exhibit F (Revision 1)

#### LABOR HOUSING GRANT AGREEMENT

THIS AGREMENT dated, Housing Authority of Caldwell, which is organized and operating under Idaho Code	,19 , between the
Housing Authority of Caldwell,	Idaho, a public corporation
which is organized and operating unde	Title 50, Chapter 19 of the
Idaho Code.	

(Authorizing Statute)
herein called "Grantee," and the United States of America acting through
the Farmers Home Administration, Department of Agriculture, herein called

"Grantor, WITNESSETH:

#### WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement and/or capital improvement of a Labor Housing Project to serve domestic farm laborers at an estimated cost of \$3,938,045 and has duly authorized the undertaking of such project. (\$3,938,045.00)

Grantee is able to finance not more than \$394:000 of the development cost through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable rental rate.

Said sum of \$394,000 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$3-544.045 subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 516 of the Housing Act of 1949 for the purpose only of defraying a part not to exceed \_\_\_\_\_ percent of the development costs, as defined by applicable Farmers Home Administration instructions.

#### GRANTEE AGREES THAT GRANTEE WILL:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

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- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the project, including these units if less than the whole of said project, continuously in an efficient and economic manner.
- D. Make services of said project available within its capacity to all domestic farm laborers in borrowers/grantees service area without discrimination because of race, color, religion, sex, age, handicap, marital or familial status, or National origin at reasonable rental rates, whether for one or more types of units, adopted by resolution dated

  19, as may be revised from time to time by Grantee. The initial rental rate must be approved by the Grantor. Thereafter, Grantee may not make changes to the rental rate structure without prior authorization from the Grantor. (Revised 02-22-90, SPECIAL PN.)
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- G. To execute Form FmHA 400-1, "Equal Opportunity Agreement," and to execute Form 400-4, "Assurance Agreement," and to execute any other agreements required by Grantor which Grantee is legally authorized to execute. If any such form has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another form of the same type need not be executed in connection with this grant. (Revised 02-22-90, SPECIAL PN.)
- H. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated hereinabove, with interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant, thereby causing cancellation of federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it of previous defaults of Grantee, by judicial proceedings to require specific performance of the

terms of this Grantee Agreements or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

- I. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.
- J. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.
  - 1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - 2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.
  - 3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions.
    - (a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.
    - (b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency and pay the Federal Government an amount computed by applying th Federal percentage of participation in the cost of the original project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper

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sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

#### LEGAL DESCRIPTION OF PROPERTY

- K. Abide by the following conditions pertaining to nonexpendable personal property which is furnished by the Grantor or acquired wholly or in part with grant funds. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition exost of \$300 or more per unit. A Grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
  - Use of nonexpendable property.
  - (a) The Grantee shall use the property in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the property in connection with its other Federally sponsored activities, if any, in the following order of priority:
    - (1) Activities sponsored by the FmHA.
    - (2) Activities sponsored by other Federal agencies.
  - (b) During the time that nonexpendable personal property is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to FmHA sponsored projects. Second preference will be given to other Federally sponsored projects.

- 2. Disposition of nonexpendable property. When the Grantee no longer needs the property as provided in paragraph (a) above, the property may be used for other activities in accordance with the following standards:
  - (a) Nonexpendable property with a unit acquisition cost of less than \$1000. The Grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.
  - (b) Nonexpendable personal property with a unit acquisition cost of \$1000 or more. The Grantee may retain the property for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the Grantee has no need for the property and the property has further use value, the Grantee shall request disposition instructions from the original grantor agency.

The Grantor agency shall determine whether the property can be used to meet the agency's requirements. If no requirement exists within the agency, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the property exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee request and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the property and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share \$100 or ten percent of the proceeds, whichever is greater, for the Grantee's selling and handling expenses.

- (2) If the Grantee is instructed to ship the property elsewhere the Grantee shall be reimbursed by the benefitting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.
- (3) If the Grantee is instructed to otherwise dispose of the proeprty, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.
- 3. The Grantee's property management standards for nonexpendable personal property shall also include:
  - (a) Property records which accurately provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage (at the end of budget year) of Federal participation in the cost of the project for which the property was acquired; location, use and condition of the property and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.
  - (b) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
  - (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigaged and fully documented.
  - (d) Adequate maintenance procedures shall be implemented to keep the property in good condition.
  - (e) Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described nonexpendable property (use continuation sheets as necessary).

- L. Provide Financial Management Systems which will include:
- 1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
- 2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  - 4. Accounting records supported by source documentation.
- M. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings havenot been resolved. Microfilm copies may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.
- N. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.
- O. Provide an audit report prepared in sufficient detail to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.
- P. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentalities of states shall not be held accountable for interest earned on grant funds pending their disbursement.
- Q. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item J above.

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- R. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.
- S. Pay all laborers and mechanics employed by contractors and subcontractors wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5).
- T. In construction contracts in excess of \$2,000 and in other contracts in excess of \$2,500 which involve the employment of mechanics or laborers, to include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- U. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. \$1875C-9) and Section 308 of the Water Pollution Control Act specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. Such regulations and guidelines can be viound in 40 CFR 15.4 and 40 FR 17126 dated April 16, 1975. In so doing the Contractor further agrees:
  - 1. As condition for the award of contract to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
  - 2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
  - 3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant,

agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

### GRANTOR AGREES THAT IT:

- A. Will make available to Grantee for the purpose of this Agreement not to exceed \$\frac{\text{Three Million Five Hundred Forty Four Thousand}}{\text{and Forty Five Dollar}} \text{ and Forty Five Dollar which it will advance to Grantee to meet not to exceed 90 percent of the development costs of the project in accordance with the actual needs of Grantee as determined by Grantor. \$3,544,045.00
- B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans and with any State or area plans for the area in which the project is located.
- C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without available consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

### TERMINATION OF THIS AGREEMENT.

This agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

FmHA Instruction 1944-p
Exhibit F
Page 10

and its corporated seal a	affixed by its duly authorized Secretary
	Secretary Secretary
ATTEST:	CALDWELL HOUSING AUTHORITY
Ву	Ву
Secretary (Title)	Chairman
. (little)	(Title)
	UNITED STATES OF AMERICA
	FARMERS HOME ADMINISTRATION
	Ву
•	
	(Title)

# LABOR HOUSING LOAN AND GRANT TO A NONPROFIT HOUSING AUTHORITY

LOAN AND GRANT RESOLUTION OF \_\_\_\_\_\_, 1991.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO PROVIDING FOR OBTAINING FINANCIAL ASSISTANCE IN THE AMOUNT OF \$3,938,045 AND REAMORTIZATION OF PRIOR BORROWINGS TO AID IN FINANCING FEDERALLY DEFINED LOW-RENT HOUSING AND RELATED FACILITIES FOR LOW-INCOME DOMESTIC FARM LABOR, AND RELATED MATTERS.

Whereas the Housing Authority of the City of Caldwell, Idaho (herein referred to as the "Authority") is organized and operating under Title 50, Chapter 19, Idaho Code, as amended and the board of directors of the Authority has determined that--

- (a) The Authority should provide low-rent housing and related facilities for low-income domestic farm labor, as defined in title V of the Housing act of 1949.
- (b) The estimated total cash development cost of such housing and facilities amounts to \$3,938,045.
- (c) For such purpose the Authority is able to furnish no funds from its own resources.
- (d) The Authority will need financial assistance in the amount of \$3, 938,045 which the Authority is unable to obtain from other sources for such purpose upon terms and conditions which the Authority could reasonably be expected to fulfill.
- (e) Of such amount of needed financial assistance the Authority will be able to repay, with interest at 1 percent per annum, the amount of \$394,000 over a repayment period of 33 years, if the balance of \$3,544,045 is made available to the Authority as a grant.
- (f) The housing and related facilities will fulfill a pressing need in the area in which they are or will be located.
- (g) The housing and facilities cannot be provided without the aid of a grant in the amount stated above.

(h) In order to better afford the repayment of the said new financing it is important that the 1969 Bonds and the 1982 Bonds of the Authority be reamortized over a longer term.

#### THEREFORE BE IT RESOLVED:

- 1. Application for Loan and Grant. The Authority shall apply to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called "the Government") for a loan of \$394,000 and a grant of \$3,544.045, pursuant to Title V of the Housing Act of 1949. Such loan may be insured by the Government. The loan and the grant shall be used only for the specific eligible purposes approved by the Government, in order to provide low-rent housing and related facilities for low-income domestic farm labor. Such housing and facilities and the land constituting the site may be referred to herein as the "housing".
- Execution of Loan and Grant Instruments. To evidence the loan, if approved by the Government, the Authority shall issue a Revenue Bond (herein referred to as the "Bond"), signed by its President and attested by its Secretary, with its corporate seal affixed thereto, for the amount of the loan, payable in installments over a period of 33 years, bearing interest at a rate not to exceed 1% per annum, and containing other terms and conditions prescribed by the Government to be set forth in a subsequent resolution of the Authority. evidence the obligations of the grant, the Authority shall execute an instrument in the form attached hereto entitled "Labor Housing Grant Agreement" and referred to herein as the "Grant Agreement," evidencing terms and conditions upon which the grant is made by the Government and the obligations of the Authority with respect thereto. To secure the Bond and/or all other obligations and agreements of the Authority with respect to the loan and the grant, as required by the Government, the President and the Secretary are hereby authorized to execute a security instrument giving a lien upon or security interest in the housing and such other property as the Government shall require, including an assignment of or security interest in the rents and profits as collateral security to be enforceable in the event of any default by the Authority. The President and the Secretary are further authorized to execute any other security and other instruments, agreements, and documents required by the Government for the loan or grant. The indebtedness and other obligations of the Authority under the Bond, Grant Agreement, this resolution, the security

instrument, and any other instruments and agreements related to the loan or grant are herein called the "loan and grant obligations."

- Equal Employment Opportunity under Construction Contracts and Nondiscrimination in the Use of Occupancy and Housing and in Any Other Benefits of the Loan or Grant. President and the Secretary are hereby authorized and directed to execute on behalf of the Authority (a) any undertakings and agreements the Government required by nondiscrimination in the use and occupancy of housing, Farmers Home Administration Form FmHA 400-1, "Equal Opportunity Agreement, involving an Equal Opportunity Clause to be incorporated in or attached as a rider to each construction contract which exceeds \$10,000 in amount and is paid for in whole or in part with loan or grant funds, and (c) Farmers Home Administration Form FmHA 400-4, "Nondiscrimination Agreement (Under Title VI, Civil Rights Act of 1964), a copy of which is attached hereto and made a part hereof.
- Supervised Bank Account. The proceeds of the loan and grant used for approved eligible purposes shall be deposited in a "supervised bank account" as required by the Government. Amounts in the supervised bank account exceeding \$100,000 shall be secured by the financial institution in advance in accordance with U.S. Treasury Department Circular No. 176. As provided by the terms of the agreement creating the supervised bank account, all funds therein shall, until duly expended, collaterally secure the loan and grant obligations. Withdrawals from the supervised bank account by the Authority shall be made only on checks signed by the Chairman of the Authority and countersigned by the District Loan Supervisor or other authorized official of the Farmers Home Administration, and only for the specific eligible purposes approved in writing by the Government. The Authority's share of any liquidated damages or other monies paid by defaulting contractors of their sureties shall be deposited in the supervised bank account to assure completion of the project. When all approved items eligible for payment with loan or grant funds are paid in full, any balance remaining in the supervised bank account shall be treated as a refund of loan and grant funds in the same ratio as that between the amounts of the loan and grant, and the supervised bank account shall be closed.
- 5. Accounts for Housing Operations and Loan Servicing. The Authority shall establish on its books the following accounts, which shall be maintained so long as the loan or grant obligations continue: A General Operating Account and a Reserve Account. Funds in said accounts shall be deposited in a bank or banks insured by the Federal Deposit Insurance

Authority, except for any portion invested in readily marketable obligations of the United States as authorized by Section 8. The Treasurer of the Authority shall execute a fidelity bond, with a surety company approved by the Government, in an amount not less than the estimated maximum amount of such funds to be held in said accounts at any one time. The United States of America shall be named as co-obligee, and the amount of the bond shall not be reduced without the prior written consent of the Government. The Authority in its discretion may at any time establish and utilize additional accounts to handle any funds not covered by the provisions of this resolution.

- 6. General Operating Account. By the time the loan and grant are closed the Authority shall from its own funds deposit in the General Fund Account the amount of \$0. All income and revenue from the housing shall upon receipt be immediately deposited in the General Fund Account. The Authority may also in its discretion at any time deposit therein other funds, not otherwise provided for by this resolution, to be used for any of the purposes authorized in Section 7, 8, or 9. Funds in the General Fund Account shall be used only as authorized in said sections and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.
- 7. Operation and Maintenance Account. Not later than the 15th of each month, out of the General Fund Account shall be transferred to the Operation and Maintenance Account, sufficient amounts to enable the Authority to pay from the Operation and Maintenance Account the actual, reasonable, and necessary current expenses, for the current month and the ensuing month, of operating and maintaining the housing not otherwise provided for. Current expenses may include, in addition to the expenses occurring or becoming due monthly, monthly accumulations of proportionate amounts for the payment of items which may become due either annually or at irregular intervals, such as taxes and insurance and normal repair and replacement of furnishings and equipment reasonably necessary for operation of the housing. Current expenses may also include initial purchase and installation of such furnishings and equipment with any funds deposited in and transferred from the General Fund Account which are not proceeds of the loan and, unless the Government gives prior written consent, are not income or revenue from the housing.
- 8. <u>Debt Service Account</u>. Each month, immediately after the transfer to the Operation and Maintenance Account provided for in Section 7, or after it is determined that no such transfer is called for, any balance remaining in the General

Fund Account, or so much thereof as may be necessary, shall be transferred to the Debt Service Account until the amount in the Debt Service Account equals the amount of the next installment due on the loan. Funds in the debt Service Account shall be used only for payments on the loan obligations while they continue and, until so used, shall be held by the Authority in trust for the Government as security for the loan and grant obligations.

- Reserve Account. (a) Immediately after each transfer to the Debt Service Account as provided in Section 9, any balance in the General Fund Account shall be transferred to the Reserve Account. Funds in the Reserve Account may be used only as authorized in this resolution and until so used shall be held by the Authority in trust as security for the loan and grant obligations. Transfers at a rate not less than \$39,380 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of \$393,800 and shall be resumed at any time when necessary, because of disbursements from the Reserve Account, to restore it to said sum. Of such sum, at least 50 percent of said sum, all or any portion of the balance of said sum may, at the option of the Authority, consist of an amount, referred to herein as the "prepayment reserve," by which the Authority is "ahead of schedule" as defined in the regulations of the Farmers Home Administration. Funds in the cash reserve shall be deposited in a separate bank account or accounts insured by the Federal Deposit Insurance Authority or invested in readily marketable obligations of the United States, the earnings on which shall accrue to the Reserve Account.
  - (b) With the prior consent of the Government, funds in the Reserve Account may be used by the Authority--
    - (1) To meet payments due on the loan obligations in the event the amount in the Debt Service Account is not sufficient for the purpose.
    - (2) To pay costs of repairs or replacements to the housing caused by catastrophe or long-range depreciation which are not current expenses under Section 7.
    - (3) To make improvements or extensions to the housing.
    - (4) For other purposes desired by the Authority which in the judgment of the Government likely will promote the loan or grant purposes without jeopardizing collectibility of the loan or impairing the adequacy of the security, or will

strengthen the security, or will facilitate, improve, or maintain the orderly collectibility of the loan.

- (c) Any amount in the Reserve Account which exceeds the sum specified in sub-section (a), and is not agreed between the Authority and the Government to be used for purposes authorized in subsection (b) shall be applied promptly on the loan obligations.
- 10. Regulatory Covenants. So long as the loan or grant obligations continue, the Authority shall--
  - (a) Impose and collect such fees, assessments, rents, and charges that the income of the Authority will be sufficient at all times for operation and maintenance of the housing payments on the loan obligations, and maintenance of the accounts herein provided for.
  - (b) Maintain complete books and records relating to the Authority's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.
  - (c) If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan or grant obligations, and submit to the Government regular and special reports concerning the housing or the Authority's financial affairs, including any information required by the Government regarding income of the occupants of the housing.
  - (d) Unless the Government gives prior consent--
    - (1) Not use or permit use of the housing for any purpose other than as low-rent housing and related facilities for low-income domestic farm labor, as those terms are defined by the Government.
    - (2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan or grant obligations.

- (3) Not cause or permit voluntary dissolution of the Authority, nor merge or consolidate with any other organization, nor transfer or encumber title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or other conveyance or encumbrance, nor engage in any other new business, enterprise, or venture than operation of the housing.
- (4) Not borrow any money, nor incur any liability aside from current expenses as defined in Section 7.
- (e) Submit the following to the Government for prior review not less than 60 days before the effective dates:
  - (1) Annual budget and operating plans.
  - (2) Statements of management policy and practice including eligibility criteria and implementing rules for occupancy of the housing.
  - (3) Proposed rents and charges and other terms of rental agreements for occupancy of the housing.
  - (4) Rates of compensation to officers and employees of the Authority payable from or chargeable to any account provided for in this resolution.
  - (f) If required by the Government, modify and adjust any matters covered by clause (e) of this section.
  - (g) Comply with all its agreements and obligations in or under this resolution, the Bond, Grant Agreement, security instrument, and any related agreement executed by the Authority in connection with the loan or grant.
  - (h) Not alter, amend, or repeal without the Government's consent this resolution or the bylaws or articles of incorporation of the Authority, which shall constitute parts of the total contract between the Authority and the Government relating to the loan and grant obligations.
  - (i) Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Authority's operations or affairs which may affect the housing, the loan or grant obligations, or the security.

- 11. Refinancing of Loan. If at any time it appears to the Government that the Authority is able to obtain a loan upon reasonable terms and conditions to refinance the loan obligations then outstanding, upon request from the Government, the Authority will apply for, take all necessary actions to obtain, and accept such refinancing loan and will use the proceeds for said purpose.
- 12. General Provisions. (a) It is understood and agreed by the Authority that any loan or grant will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the loan and grant, enforce such limitations, and protect the Government's financial interest in the loan and grant and the security.
  - (b) The provisions of this resolution are representations of the Authority to induce the Government to make or insure a loan or make a grant to the Authority as aforesaid. If the Authority should fail to comply with or perform any of its loan or grant obligations, such failure shall constitute default as fully as default in payment of amounts due on the loan obligations. In the event of default, the Government at its option may declare the entire amount of the loan and grant obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.
  - (c) Upon request by the Government the Authority will permit representatives of the Government to inspect and make copies of any of the records of the Authority pertaining to the financial assistance. Such inspection and copying may be made during regular office hours of the Aurthority, or any other time the corporation and the Government finds convenient.
  - (d) Any provisions of this resolution may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Authority, after this resolution becomes contractually binding, to any extent such provisions could legally have been foregone, or agreed to in amended form, by the Government initially.

- (e) Any notice, consent, approval, waiver, or agreement must be in writing.
- (f) This resolution may be cited in the security instrument and elsewhere as the "Loan and Grant Resolution of December \_\_\_, 1991."

#### CERTIFICATE

The	undersigned,		, the
resolution, of a reso	of the Authority ide hereby certifies that to clution duly adopted by , 19, which has no	the foregoing is a y the board of	foregoing true copy directors
DATE:	SEC	RETARY	

## HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

# STATEMENT OF REVENUES FOR THE TEN MONTHS ENDED NOVEMBER 1, 1991

	(ONHODII)	<del></del>			
	CURRENT MONTH	YEAR TO DATE	1991 BUDGET	REMAINING BUDGET	
Dwelling rent Non-dwelling rent Other project income Interest income	\$24,783 561 300 806	\$229,162 5,610 718 4,644	\$240,000 6,732 1,200	\$10,838 1,122 482 (4,644)	
Total revenues	\$26,450	\$240,134	\$247,932	\$ 7,798	

# STATEMENT OF EXPENDITURES FOR THE TEN MONTHS ENDED NOVEMBER 1, 1991 (UNAUDITED)

	1011100+			
	CURRENT MONTH	YEAR TO	1991 BUDGET	REMAINING BUDGET
Management salaries RM & R salaries Electricity Equipment replacement Unemployment tax State retirement & FICA Other management expense Water, irrigation Insurance - Blue Cross Insurance - other Legal and accounting Repairs and maintenance RM & R contract labor Debt retirement	\$ 3,328 3,434 433 1,594 370 961 636 2,150 375 1,310 700	\$ 25,678 32,694 6,031 860 1,561 9,525 5,093 1,816 6,436 13,585 6,702 29,945	\$ 31,360 39,952 6,180 1,500 2,200 11,795 8,000 1,854 10,500 19,000 7,950 47,888 19,000 30,753	\$ 5,682 7,258 149 640 639 2,270 2,907 38 4,064 5,415 1,248 17,943 8,941 30,753
Debt reserve Bank charges	95	290	10,000	10,000 (290)
Total expenditures	\$15,386	\$150,275	\$247,932	<u>\$97,657</u>

See accountants' compilation report.

## HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

# SCHEDULE OF CASH BALANCES FOR THE ONE MONTH ENDED NOVEMBER 1, 1991 (UNAUDITED)

GENERAL FUND:					
	CHECKING	PETTY	CHANGE	SECURITY DEPOSITS	SAVINGS
Beginning of month Deposits:	\$130,550	\$100	\$ 1,437	\$12,021	\$912
Operations Change fund Transfers	37,750 11,852		11,907	56 	
Disbursements: Operations Change fund Transfers	(38,047)		(11,852)		
End of month	130,198	\$100	\$ 1,492	\$12,077	\$912
Less: Accounts payable	(6,812)				
Available after payment of current period payables	<u>\$123,386</u>				
OTHER FUNDS:					
	O & M FU RESTRICT SAVINGS	ED	BT SERVIC FUND SAVINGS	FUND RE	ESERVE STRICTED INGS
Beginning of month Deposits: Transfers Interest	\$2,244			\$37	,350
Disbursements: Transfers Interest Debt retirement					
End of month	\$2,244			\$37	,350

See accountants' compilation report.



1420 North Hilton, Boise, Idaho 83706-1260, (208) 334-0550

Cecil D. Andrus, Governor

Richard P. Donovan, Director

November 18, 1991

Mr. David Linden
Housing Authority, City of Caldwell
P. O. Box 70
Caldwell, Idaho 83606

CERTIFIED MAIL P-486 446 204

RE: MCL Violation #2

Dear Mr. Linden:

The routine water sample taken from your drinking water system on 11/4/91 indicated the presence of total coliform (TC) bacteria. Four repeat samples were analyzed and 3 of the samples tested TC positive. In addition, the routine and repeat samples were tested for fecal coliform/Escherichia coli (FC/EC) bacteria. None of the samples indicated the presence of FC/EC. However, 1 shows growth but has not yet been confirmed for either TC or FC/EC.

This represents the second violation of the Maximum contaminant level (MCL) of the Total Coliform Rule under Section 141.21 of the Safe Drinking Water Act within the past twelve months. The potential for an outbreak of waterborne disease is serious. If a disease condition or serious health threat should develop, the system operator may face legal action by users as well as disapproval of the water system. A third violation of this rule within twelve months will cause the system to be disapproved.

Written instructions concerning the content and manner of distribution of the required public notice are enclosed. Please respond to this office in writing within 10 days from receipt of this letter and indicate the steps you have taken to notify the consumers and to correct the situation.

Five (5) routine samples must be taken next month because of the presence of TC or FC/EC bacteria this month.

Sincerely,

George Varin

Water Quality Compliance Officer

GV:kq

Enclosure

cc: Craig Shepard, DEQ-BFO Rick Mallory, DEQ-CO

PWS #3140012

1420 North Hilton, Boise, Idaho 83706-1260, (208) 334-0550

Cecil D. Andrus, Governor Richard P. Donovan, Director

November 18, 1991

Mr. David Linden
Housing Authority, City of Caldwell
P. O. Box 70
Caldwell, Idaho 83605

RE: Public Notification

Dear Mr. Linden:

Due to bacteriological contamination in a water sample recently taken from your drinking water system, it is required by Section 01.8401 of the <u>Idaho Regulations for Public Drinking Water Systems</u> that you issue public notification of this condition to consumers.

Enclosed is a draft version of the public notice that we recommend you use to notify your customers. The last paragraph of this notice is EPA mandatory language. A contact person and his/her telephone number is also required. Feel free to modify the rest of this notice to add more detailed information or to clarify facts. A copy of the public notice needs to be kept for your records, and another copy, with publication details, submitted to this office for our records.

Public notification can be accomplished in several ways depending on the nature of the violation.

Bacteria samples with fecal coliform/Escherichia coli (FC/EC) present constitute an <u>acute</u> violation which may be an immediate threat to public health. Notification in this case must be done via the electronic media <u>as soon as possible</u>, at lest within 72 hours, by delivery of the notice to the radio station and/or television station. In addition, all users must receive a copy of the same notice by direct mail, in water bills, or by hand delivery within 45 days.

If the bacteria samples had only total coliform (TC) bacteria present and FC/EC absent, the public notice must be issued <u>as soon as possible</u> within 14 days by delivery of the notice to the local newspaper. All users must also receive a copy of the same notice by direct mail, in water bills, or by hand delivery within 45 days.

It is the responsibility of the water system owner/operator to ascertain that adequate public notification be issued to all affected parties. Our experience indicates that more criticism results from lack of proper public notification than from the notification itself.

Mr. David Linden November 18, 1991 Page 2

Once the problem has been corrected, and two consecutive series of good samples obtained, it is acceptable to notify users that preventive measures described in the notice can be discontinued. Please advise us before you remove the public notice.

During the month following this contaminated bacteria sample you are required to submit five (5) bacteria samples.

Sincerely,

George Varon

Water Quality Compliance Officer

GV:kg

Enclosure

cc: Craig Shepard, DEQ-BFO Rick Mallory, DEQ-BFO



United States
Department of
Agriculture

Farmers Home Administration 704 Albany St., Suite 7 Caldwell, Idaho 83605 208-459-0741

October 2, 1991

David Linden Caldwell Housing Authority PO Box 70 Caldwell, Idaho 83605

#### Dear Dave:

The enclosed forms and examples are being provided for your review and execution. Laws recently passed by Congress place certain restrictions on FmHA loan and grant funds concerning lobbying activities. Section 319 of Public Law 101-121 prohibits FmHA loan/grant recipients from using appropriated funds for lobbying purposes. This law also requires that any persons who request or receive federal contracts, grants, loans or a federal commitment to a guaranteed loan, must disclose the expenditure of any funds, other than appropriated funds, for lobbying activities.

Exhibit A-1 (or Exhibit A-2 in the case of a guarantee) must be completed at the time of application (or bid proposal by sub contractors) is submitted by any persons requesting a contract or grant exceeding \$100,000.00 or a loan exceeding \$150,000.00.

Sub contractors will also be required to file a certification with you to be retained for FmHA's examination upon request. The same dollar restrictions will apply.

If you are not involved in any lobbying activities, you will need only to complete Exhibit A-I or Exhibit A-2, whichever is applicable to your situation.



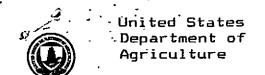
If however, you are involved in lobbying activities, please also complete Form SF-LLL "Disclosure of Lobbying Activities" and return both completed forms to the District Office. We are also including Exhibit C which has some examples to assist you in understanding this requirement. As always, should you have any questions, please feel free to contact our office at 459-0761.

Sincerely,

FRED L. MARKER

District Loan Specialist

Enclosures



Farmera Home Administration 704 Almany St., Suite 7 Caldwell, Idano 83605 208-459-0761

Sept. 17, 1991

Mr. Dave Linden, Manager Caldwell Labor Housing P. O. 70 Caldwell, ID 83605

Dear Mr. Linden:

Farmers Home Administration has recently made a change in loan servicing for multifamily housing loans.

(1) Verification of income is required for all occupants of labor housing projects. When tenants do not have easily verifiable income, the borrower may project monthly income expected to be received by the tenant during occupancy for determining eligibility and subsidty assistance. Self-certification and affidavits may be accepted.

Records from Migrant Health Centers or other public or private farm worker support services are also acceptable.

(2) Verification that all labor housing tenants have sufficient income from farm labor employment, that meets the definition of domestic farm labor, is required for all domestic farm laborers, including migrants. Employment verification is in addition to income verification for those tenants described in the above paragraph. Verification must be documented and filed in the "Tenant Record File."

Borrowers must provide a current certification to the FmHA District Office (using Form FmHA 1944-8 or, when tenants receive Section 8 assistance, the acceptable HUD form) before a household can be considered eligible for a multihousing project. Multifamily housing project includes both rural rental housing and labor housing facilities. In the case of labor housing this means all tenants and not just tenants receiving rental assistance.



We realize that processing tenant certifications for every labor housing tenant will increase the workload in your office and may require additional office staff. We have been advised that if increased staff is necessary to meet the requirement, additional staff will be secured and project budgets will be revised to meet the additional cost.

If you have any questions, please call this office.

Sincerely,

M. Stewart Brent Dist. Director