

12-2-92

1. Draw  
Pay Requests #7  
A motion made by Dave  
& seconded by Lew to approve a check  
by Russell Corp of \$ 171,778<sup>00</sup> for  
November, 1992. Motion carried.  
A motion made by Lew  
seconded by Carl to approve a check by  
Ray Crowder, the architect, for \$ 15,350<sup>00</sup>  
for November, 1992. Motion carried  
88% of project is finished.

2. Patrol Service: would cost HAC  
approx 1200 - 2000 per month. Could  
we vary hours? Will talk to Fred  
Morley + decide at next meeting.

3. Unrestricted funds: A motion made by  
Lew + 2nd Dave to follow Fred  
Morley's recommendation to spend \$ 25,000<sup>00</sup>  
from interim Budget of 10-21-92.  
~~for new appointments for the other units.~~  
~~This is the major need for the other~~  
~~stock appointments.~~ Motion carried.

4. Financial statement: A motion made by Lew  
2nd Dave to accept the S.S. for Sept 1992  
(over) Motion carried

5. Shovel opening: It was decided that  
April or May will be the appropriate  
time for the shovel opening when the  
weather is nice.

6. Deposit Fund: A memo will  
be sent to the Board to recommend  
the \$100,000 deposit by check to \$150,000  
bond issue for H.A. Approval.  
M. L. Conant

Commissioners Mtg

12-2-92

Present all - But not present  
Absent Ray Crowder

1. Draws: ~~#2~~ 171,778<sup>00</sup> Russell  
Motion made carried.

1. Dave 2. Lew  
Draws: ~~#7~~ 535<sup>00</sup>  
1. Lew 2. Conito  
Motion carried.

(Library - (Bars on window))

School bus route changed by  
Contacting Sch Affairs before  
school begins.

2.

Emergency Response

1. Does it cover all bills
2. Call insurance company.
- 3.

3. Guards: 1600 - 2000 per month

(Talk to Fred)

(part time -  
vary hours)

decide net mtg.

1700<sup>00</sup>

4 Unrestricted funds

25000 <sup>est</sup> Consider new applications

1. Lew
2. Camilo

Motion carried

Follow Fred's recommendations on proposed budget

5. Financial statement for Sept.

1. Lew
2. Dave

Motion carried -

6. Grand opening - Spring

7. Deposit 150 <sup>est</sup>

1. Lew
2. Camilo

Motion carried

Look for snow blower

John Warren (grader)

3 pints each

8 Storage Units

1.

2.

3.

# HOUSING AUTHORITY

of the  
CITY of CALDWELL  
P. O. Box 70  
Caldwell, Idaho 83605  
(208) 459-2232  
December 2, 1992

## COMMISSIONERS MEETING

### A G E N D A

1. Ray Crowder
  1. Change orders
  2. Draw and update
  3. Inspection Report #29

*Noise level High butn Gals  
Lampoleum (paper thin)  
Exhaust fan leaks in Bath*
2. Statement from Idaho Emergency Response Commission
  1. How should we respond?
3. Summary of main events for last 60 days from Patrol Services
  1. Your impressions
4. Review of FmHA recommendations for unrestricted cash  
*Deposit to 130 eu*
5. September financial statement and occupancy report
6. Update on Russells' schedule
  1. Re-schedule inaugural ceremonies?

*John Warren (grader)  
snow blower - sidewalk*

HOUSING AUTHORITY OF THE CITY OF  
CALDWELL, IDAHO

REPORT ON COMPILATION OF  
FINANCIAL STATEMENTS  
AND OTHER FINANCIAL INFORMATION  
FOR THE NINE MONTHS ENDED OCTOBER 2, 1992  
\*\*\*\*\*



Ripley, Doorn & Co.

Certified Public Accountants

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

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

We have compiled the accompanying statements of revenues and expenditures for the nine months ended October 2, 1992, and the supplemental schedule of cash balances for the current month of the Housing Authority of the City of Caldwell, Idaho, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements and supplemental schedules information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplemental schedules and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit all the disclosures, fund balance sheets, statements of transfers and cash flows and changes in fund balance and other equity accounts required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements they might influence the user's conclusions about the Housing Authority's financial position. Accordingly, these financial statements are designed for those who are informed about such matters.

*Ripley, Doorn & Co.*

November 2, 1992

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

STATEMENT OF REVENUES  
FOR THE NINE MONTHS ENDED OCTOBER 2, 1992  
(UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1992 BUDGET	REMAINING BUDGET
Dwelling rent	\$30,454	\$224,365	\$265,000	\$40,635
Non-dwelling rent	540	4,923	6,480	1,557
Other project income	317	475	1,200	725
Interest income	1,221	4,535	4,500	(35)
Total revenues	<u>\$32,532</u>	<u>\$234,298</u>	<u>\$277,180</u>	<u>\$42,882</u>

STATEMENT OF EXPENDITURES  
FOR THE NINE MONTHS ENDED OCTOBER 2, 1992  
(UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1992 BUDGET	REMAINING BUDGET
Management salaries	\$ 3,938	\$ 30,964	\$ 35,200	\$ 4,236
RM & R salaries	3,464	30,656	36,740	6,084
Electricity	635	4,813	8,500	3,687
Unemployment tax	811	2,218	2,250	32
State retirement & FICA	1,833	9,951	11,899	1,948
Other management expense	2,219	8,667	8,000	(667)
Water, irrigation		855	1,850	995
Insurance - Blue Cross	2,299	12,949	14,236	1,287
Insurance - other	1,500	14,018	18,200	4,182
Legal and accounting	640	7,463	8,750	1,287
Repairs and maintenance	1,686	36,944	42,926	5,982
RM & R contract labor	884	6,184	13,720	7,536
Debt retirement	2,196	9,731	30,753	21,022
Debt reserve		23,496	44,156	20,660
Bank charges	114	604		(604)
Equipment		4,065		(4,065)
Total expenditures	<u>\$22,219</u>	<u>\$203,578</u>	<u>\$277,180</u>	<u>\$73,602</u>

See accountants' compilation report.

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

SCHEDULE OF CASH BALANCES  
FOR THE ONE MONTH ENDED OCTOBER 2, 1992  
(UNAUDITED)

GENERAL FUND:

	<u>CHECKING</u>	<u>PETTY</u>	<u>CHANGE</u>	<u>SECURITY DEPOSITS</u>	<u>SAVINGS</u>
Beginning of month	\$74,657	\$100	\$ 535	\$12,318	\$943
Deposits:					
Operations	40,929				
Change fund	8,606		(8,606)		
Interest	330			35	9
Transfers					
Disbursements:					
Operations	(32,786)				
Change fund	(8,606)		(8,606)		
Transfers	(616)				
End of month	82,514	<u>\$100</u>	<u>\$ 535</u>	<u>\$12,353</u>	<u>\$952</u>
Less: Accounts payable	<u>(12,184)</u>				
Available after payment of current period payables	<u>\$70,330</u>				

OTHER FUNDS:

	<u>CONSTRUCTION CHECKING</u>	<u>O &amp; M FUND RESTRICTED SAVINGS</u>	<u>DEBT SERVICE FUND SAVINGS</u>	<u>DEBT RESERVE FUND RESTRICTED SAVINGS</u>
Beginning of month	\$ 15,023	\$2,321		\$63,296
Deposits:				
Operations	538,025			
Transfers			\$ 616	
Interest		23		804
Disbursements:				
Operations	(552,603)			
Transfers				
Interest			(616)	
Debt retirement				
End of month	<u>\$ 445</u>	<u>\$2,344</u>	<u>\$NONE</u>	<u>\$64,100</u>

See accountants' compilation report.

HOUSING AUTHORITY OF THE CITY OF CALDWELL

SUMMARY OF CONSTRUCTION EXPENDITURES  
FOR THE NINE MONTHS ENDED OCTOBER 2, 1992

CONSTRUCTION COSTS - REIMBURSABLE:

<u>Check Date</u>	<u>Description</u>	<u>Amount</u>
3-9-92	Aqua-Aerobic Systems, Inc. 5 HP Aqua Jet Aerator Anti-erosion Assembly Freight	\$ 4,440.00 230.00 350.00
3-10-92	B & A Engineers, Inc. Site Survey	4,000.00
4-10-92	Idaho Press Tribune Advertise for Bids	66.00
4-23-92	NW Bridge & Tank - Deposit Work on Elevated Water Storage Tank	5,000.00
4-8-92	Idaho Press Tribune - Advertise	66.00
4-28-92	Idaho Statesman - Advertise	114.00
4-30-92	Materials Testing Corp. Daily Inspection Summary	2,619.53
5-5-92	NW Bridge & Tank Balance on Storage Tank	30,648.00
5-5-92	Holladay Engineering Water Tank Review	371.50
5-26-92	Consolidated Supply	97.50
6-10-92	Alchem Lab	75.90
6-10-92	Holladay Engineering Water Tank & System Review	623.25
6-10-92	Idaho Statesman - Advertise	84.00
7-10-92	Gigray, Miller - Legal	45.00
7-10-92	Holladay Engineering Water Tank Review	1,271.00
7-10-92	Idaho Power - 60 Unit Service	2,771.00
7-10-92	JUB Engineering Time & Materials	501.07
7-10-92	Twin Cities Electric Install Meters @ Sewage Plant	239.82

HOUSING AUTHORITY OF THE CITY OF CALDWELL

STATEMENT OF CONSTRUCTION EXPENDITURES  
FOR THE NINE MONTHS ENDED OCTOBER 2, 1992

CONSTRUCTION COSTS - REIMBURSABLE (CONTINUED):

<u>Check Date</u>	<u>Description</u>	<u>Amount</u>
7-10-92	Alchem Lab Effluent Analysis	\$ 652.00
7-24-92	U.S. West Communications Provided Entrance Facilities	5,120.00
8-4-92	Public Storage of Caldwell	205.60
8-5-92	Planning and Zoning	50.00
8-10-92	C.R. Higer Plumbing	1,323.68
8-10-92	Holladay Engineering Water Tank Review	113.50
8-10-92	Irrigators Lumber	651.00
8-10-92	JUB Engineering Time and Materials	1,002.15
8-10-92	Materials Testing Asbestos Air Monitoring	2,921.63
8-10-92	Twin Cities Electric Wiring Installation and Materials	2,055.11
8-26-92	Rocky Mt. Liner Co. Hypalon Liner Repair	2,250.00
9-2-92	Materials Testing Corp. House Lead Samples	539.00
9-10-92	Gigray, Miller Legal Fees	747.00
9-10-92	Holladay Engineering Water Tank Review	32.00
9-10-92	J-U-B Engineering Time and Materials	362.31
10-9-92	J-U-B Engineering Time and Materials	63.92
10-9-92	Materials Testing Corp. Lead Consulting	<u>117.60</u>
	Total	<u>\$71,820.07</u>

HOUSING AUTHORITY OF THE CITY OF CALDWELL

STATEMENT OF CONSTRUCTION EXPENDITURES  
FOR THE NINE MONTHS ENDED OCTOBER 2, 1992

BUILDINGS UNDER CONSTRUCTION:

5-11-92	Crowder Associates	Architectural Services	\$ 81,801.00
5-15-92	West One Bank	Interim Financing Fee	1,000.00
6-3-92	The Russell Corp.	Site Work	112,950.00
6-30-92	The Russell Corp.	Site Work & Construction	198,249.00
7-7-92	The Russell Corp.	Site Work & Construction	137,721.00
7-14-92	Crowder Associates	Architectural Services	<u>5,309.00</u>
	Total		<u>\$537,030.00</u>

BUILDINGS UNDER CONSTRUCTION - FmHA ACCOUNT

8-13-92	Crowder Associates	Architectural Services	\$ 4,086.00
8-13-92	The Russell Corp.	Site Work & Construction	386,530.00
8-25-92	Skinner Fawcett Mauk	Bonding Attorney Fees	5,189.45
8-25-92	N.W. Technologies, Inc.	Partial Pmt. #1	9,360.00
9-8-92	Russell Corp.	Partial Pmt. #4	527,061.00
9-8-92	Crowder Assoc.	Pmt. on Contract	<u>10,964.00</u>
	Total		<u>\$943,190.45</u>

CONTRIBUTIONS AND EXPENDITURES:

1-1-92	First Interstate Bank	Contribution to Purchase Playground Equipment	\$ 500.00
5-28-92	U.S. West Communica- tions	Contribution to Purchase Playground Equipment	5,000.00
6-16-92	Ron Hills	Basketball Court Expense	(25.20)
8-10-92	Pacific Steel	Materials	(148.35)
10-9-92	Quality Concrete	45' x 45' Slab	<u>(2,531.25)</u>
	Balance		<u>\$2,795.20</u>



**CROWDER ASSOCIATES  
ARCHITECTURE & PLANNING**

2995 N. COLE ROAD • SUITE 280 • BOISE, IDAHO 83704  
(208) 377-2870  
FAX (208) 322-5886

INSPECTION NO.: TWENTY-NINE  
PROJECT: CALDWELL HOUSING AUTHORITY  
LOCATION: CALDWELL, IDAHO  
DATE: NOVEMBER 18, 1992  
TIME: 2:30 P.M.  
WORK ON SCHEDULE: YES  
WEATHER CONDITIONS: PARTLY CLOUDY; 45  
PRESENT ON SITE: TED PARROTT; MISC. WORKERS

WORK IN PROGRESS:

COMPLEX A:

UNITS 201-204: EXTERIOR ESSENTIALLY COMPLETE EXCEPT FOR FINAL TRIM. INTERIORS TAPED, TEXTURED, PAINTED. UNITS READY FOR VINYL FLOOR COVERING; READY FOR PLUMBING FIXTURES TO BE SET.

UNITS 205-208: EXTERIOR ESSENTIALLY COMPLETE. INTERIORS TAPED, TEXTURED, PAINTED. UNITS READY FOR VINYL. PLUMBING FIXTURES BEING SET.

UNITS 209-212: EXTERIOR ESSENTIALLY COMPLETE. CABINETS SET; VINYL INSTALLED; READY FOR VINYL BASE TO BE INSTALLED.

UNITS 213-216: EXTERIOR ESSENTIALLY COMPLETE. CABINETS SET; VINYL INSTALLED; READY FOR VINYL BASE TO BE INSTALLED.

UNITS 217-220: EXTERIOR ESSENTIALLY COMPLETE. CABINETS SET; VINYL INSTALLED; READY FOR VINYL BASE TO BE INSTALLED.

COMPLEX B:

INTERIORS COMPLETED; MINOR PUNCH ITEMS REMAIN. MOST UNITS ARE NOW OCCUPIED.

COMPLEX C:

BLDG. C-3 EXTERIOR NEARLY COMPLETE; READY FOR VINYL SOFFIT AND FASCIA; INTERIOR TAPED, TEXTURED, PAINTED. ELECTRICAL FIXTURES HUNG.

BLDG. C-4 NO CHANGE

BLDG. C-5 EXTERIOR NEARLY COMPLETE; READY FOR VINYL SOFFIT AND FASCIA; INTERIOR TAPED, TEXTURED, PAINTED. ELECTRICAL FIXTURES HUNG; SETTING CABINETS.

OFFICE/LAUNDRY BLDG.: NO CHANGE

MASONRY BUILDINGS: REROOFING IS CONTINUING.

STORAGE BUILDINGS: ESSENTIALLY COMPLETE

OBSERVATIONS: WORK IS CONTINUING ON COMPLEX B PUNCH LIST. MOST SIGNIFICANT ITEMS HAVE BEEN CORRECTED. MOST UNITS ARE OCCUPIED. SITE WORK IS CONTINUING AS WEATHER CONDITIONS ALLOW. CONTRACTOR HOPES FOR PUNCH LIST INSPECTION AT COMPLEX A DURING THE NEXT TWO WEEKS. ASBESTOS ABATEMENT IS IN PROGRESS AT VACANT HOUSES. IT IS POSSIBLE THAT FIRST BURN OF EXISTING BUILDINGS COULD OCCUR DURING THANKSGIVING WEEK.

ACTION REQUIRED: 1) CONTRACTOR TO ENSURE THAT SIDE SPLASH IS INSTALLED AT SIDE OF ANY RANGE WHICH IS LOCATED ADJACENT TO A SIDE WALL. SIDE SPLASH TO EXTEND TO UNDERSIDE OF RANGE HOOD AS INDICATED ON THE DRAWINGS.

2) CONTRACTOR TO ENSURE THAT SHOWER CURTAINS ARE INSTALLED AS INDICATED IN THE SPECIFICATIONS MANUAL.

3) TEMPERED GLASS HAS BEEN CORRECTED AT UNIT NO. 220 HAS NOT YET BEEN CORRECTED. CONTRACTOR WILL CORRECT THIS BUILDING WHEN BROKEN WINDOWS ARE REGLAZED.

ACTION REQUIRED - GENERAL: CONTRACTOR TO INSTALL HURRICANE CLIPS AT EACH TRUSS AND AT GABLE ENDS AS REQUIRED BY THE DRAWINGS. VERIFY THAT REQUIRED BACKING IS IN PLACE AT ACCESSIBLE/ADAPTABLE BATHROOMS; PROVIDE SOLID BACKING FOR TOWEL BARS, GRAB BARS, HANDRAILS, AND WHERE DOOR HARDWARE STRIKES WALLS; ASSURE THAT SOLID FIRE BLOCKING IS IN PLACE AS REQUIRED; ASSURE THAT FRAMING ALLOWS FULL DOOR SWING WITHOUT DOOR HARDWARE STRIKING ADJACENT WALLS.

PROVIDE HARDWOOD SHIMS AT ALL HEADERS WHERE GAPS OCCUR BETWEEN HEADER AND TRIMERS. ASSURE THAT TEMPERED GLASS IS INSTALLED AT WINDOWS LOCATED WITHIN 24 INCHES OF DOORS. ASSURE THAT SILL PLATES ARE ANCHORED WITHIN 12 INCHES OF EACH END OF SILL PER UBC. VERIFY SPACING OF NAILING AT PLYWOOD SIDING / ASSURE THAT NAIL HEADS DO NOT BREAK SURFACE OF MDO SIDING / SEAL RAW EDGES OF PLYWOOD SIDING IF EXPOSED TO MOISTURE.

ASSURE THAT REQUIREMENTS OF IDAHO POWER/GOOD CENTS ARE COMPLIED WITH. ASSURE THAT INSULATION STOPS IN ATTICS ARE LOCATED TO ALLOW MAXIMUM INSULATION THICKNESS AT EXTERIOR WALLS. 2" FREE VENT AREA IS REQUIRED ABOVE INSULATION.

CC: FMHA - CALDWELL; FMHA - STATE OFFICE; OWNER; CONTRACTOR





**Gillingham Const., Inc.**

November 16, 1992

IDAHO EMERGENCY RESPONSE COMMISSION  
1410 N HILTON 2ND FLOOR  
BOISE ID 83706

RE: Caldwell Labor Camp, Farmway Village  
Caldwell, ID

Dear Mr. Aller,

We received your billing for hazardous handling of sodium hydroxide at the above location on August 19, 1992.

However, as you can see from the enclosed copy of our proposal to Farm Labor Housing, we specifically excluded hazardous waste removal from our portion of this project. Therefore, this billing needs to be sent to Farm Labor Housing, since it was their responsibility to remove any hazardous waste prior to us working on the project.

Sincerely,

Larry Gillingham  
President  
ar mf c2024.9

Enclosure: Proposal to Farm Labor Housing

Copy: Mr. Bill von Tagen, Idaho Attorney General's Office  
Mr. Mark Wendelsdorf, Caldwell Fire Department  
The Russell Corporation  
~~Farm Labor Housing~~



## Gillingham Const., Inc.

April 15, 1992

Attn: Prime Contractors

Subj: Proposal to Demolish/Site Clear

Ref : Farm Labor Housing  
Farmway Village  
Caldwell, Idaho

Gillingham Const., Inc. proposes to demolish/site clear at the above referenced project for the lump sum amount of \$29,000.00.

**Inclusions:**

- \* Complete removal and disposal of buildings, concrete and asphalt as indicated on Sheet A1.
- \* Workman's Compensation and General Liability Insurance will be provided.

**Excludes:**

- \* Excludes the removal of any environmental hazards.
- \* Excludes utility relocations and capping.

**Comments:**

- \* Salvage to become property of GCI.
- \* GCI is aware of 01.2.9 Schedules G. Phasing of construction, Page 10 of 11.
- \* Add alternate #2 to demo utility building will be an extra expense of \$2,000.00 if GCI can do the work in conjunction with a house demo phase. If require additional mobilization utility demo, total cost will be \$2,500.00.

Proposal to Demolish/Site Clear  
Farm Labor Housing  
April 15, 1992  
Pg. 2

If you have any questions, please feel free to call our office at  
362-9440.

Sincerely,



Larry Gillingham  
President

LG/sc  
flh41592





**CROWDER ASSOCIATES  
ARCHITECTURE & PLANNING**

2995 N COLE ROAD • SUITE 280 • BOISE, IDAHO 83704  
(208) 377-2870  
FAX (208) 322-5886

November 23, 1992

The Russell Corporation  
Stan Janes  
8150 Emerald Street, Suite 100  
Boise, Idaho 83704

re: Farm Labor Housing Project  
Caldwell, Idaho

Dear Stan;

The Caldwell Housing Authority has asked for a proposal for minor changes in the Office/Laundry Building. Please provide a proposal to modify floor finishes as indicated below:

RECEPTION/MAIL (5)

VINYL FLOOR TILE

Tile to be equal to Armstrong  
Excelon Supreme, 1/8"

LAUNDRY (13)

CONCRETE FLOOR PAINT

Coating to be equal to 2 coats  
Pratt & Lambert Vapex Floor Paint

Please provide us with a proposal at your earliest convenience so that a Change Order can be initiated. If you have any questions, please feel free to contact me.

Sincerely,

Ray Crowder, AIA

cc: Housing Authority of the City of Caldwell

**FARMWAY VILLAGE  
HOUSING AUTHORITY OF THE CITY OF CALDWELL  
LEASE AGREEMENT**

THIS AGREEMENT, Made this ^C day of ^C, 19^C, by HOUSING AUTHORITY OF THE CITY OF CALDWELL herein called Landlord, and ^C, herein called Tenant.

1. Unit. Landlord agrees to lease to Tenant apartment number ^C, a unit at Housing Authority of the City of Caldwell, a rural rental housing project located at Caldwell, Idaho.
2. Term. The lease shall be from month-to-month beginning on the ^C day if ^C, 19^C. The lease shall be automatically renewed unless terminated by Landlord or Tenant by methods in paragraphs 15 and 16 of the management rules and regulations.
3. Occupants. Tenant agrees that the unit shall be occupied only by the person(s) listed below. Any change in occupancy must be approved by the Landlord.

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>
^C	^C	^C

4. Rent.

a. The monthly rental is \$^C, payable in advance during regular office hours. Rent is due on the tenth of each month. Late rent payments will be subject to penalties as defined in the Management Rules, Regulations and Lease Conditions.

b. Landlord has entered into a contract with FmHA, which provides that FmHA will pay a portion of the rent on behalf of qualified Tenants, pursuant to the United States Housing Act of 1937, as amended.

c. FmHA may permit an increase in basic and market rents due to increasing costs. Landlord shall notify Tenant at least thirty (30) days before an increase in rent becomes effective, pursuant to FmHA Regulation, 7 CFR 1930 Exhibit C-2.

5. Tenant Contribution (Rental Assistance Only). Tenant Contribution is that portion of the rent which is paid by the Tenant.

a. Monthly Tenant Contribution is \$^C, and must be paid on the first day of each month. Payment shall be made directly to the Housing Authority of the City of Caldwell, at Caldwell, Idaho. If payment is by check or money order, it should be made payable to Housing Authority of the City of Caldwell.

b. Tenant contribution may be increased or decreased because of changes in Tenant's household income or the number and ages of the people living in the unit. As a result of these changes, monthly Tenant Contribution may be \$^C (basic rent), unless FmHA approves a change in these amounts.

c. If Tenant receives rental assistance, total monthly Tenant Contribution, including utilities, will be as determined on the latest FmHA Form 1944-B, attached hereto. If Tenant pays any or all utilities directly (not including telephone or cable t.v.) a utility allowance of \$^C will be deducted from monthly payment for Tenant Contribution and utilities. If Tenant's net monthly tenant contribution would be less than zero, the Landlord will pay the excess to the Tenant.

d. Reporting Changes. Tenant shall immediately inform Landlord of any permanent changes in Tenant's gross monthly household income or in the number and ages of the people in the unit. Should Tenant receive rent subsidy to which he/she is not entitled, Tenant may be required to repay these amounts.

6. Management Rules, Regulations and Lease Conditions. Tenant will receive a copy of Management Rules, Regulations and Lease Conditions before Tenant signs this lease. By signing this lease Tenant agrees to abide by those rules. Landlord may change the Rules and Regulations, but only after giving Tenant thirty (30) days written notice and an opportunity to offer comments and suggestions. By Federal Regulations, all rules must be approved by FmHA and may not be changed more than once a year unless there is an emergency. A violation of said Rules and Regulations shall constitute a default under the terms of this lease and can result in eviction.

23. Signature Clause. Both the Landlord, its successors and assigns, and Tenant, his heirs, successors and assigns, certify that they are legally capable, have read this lease, and agree to be bound by its provisions.

\_\_\_\_\_ Date / /  
Tenant

\_\_\_\_\_ Date / /  
Landlord

**FARMWAY VILLAGE  
HOUSING AUTHORITY OF THE CITY OF CALDWELL  
MANAGEMENT RULES, REGULATIONS  
AND LEASE CONDITIONS**

The Housing Authority of the City of Caldwell operates and maintains the Farmway Village Housing Project for the purpose of providing decent, safe and sanitary housing for domestic farm laborers and their families.

Rules and Regulations. All Tenants will receive a copy of project Rules and Regulations before the Tenant signs a lease agreement. By signing the lease the Tenant agrees to abide by these rules. The Landlord may change the Rules and Regulations, but only after giving the Tenant thirty (30) days written notice and an opportunity to offer comments and suggestions. By Federal Regulations, all rules must be approved by FmHA and may not be changed more than once a year unless there is an emergency. A violation of said Rules and Regulations shall constitute a default under the terms of this lease and can be considered cause for eviction.

**I. ELIGIBILITY.**

A. Employment Status. Tenants of the housing project must be eligible as defined by the Farmers Home Administration guidelines (FmHA Instruction 1944-D). This instruction states that an eligible tenant must be a "domestic farm laborer. A person who receives a substantial portion of his or her income performing farm labor employment (not self-employed) in the United States, Puerto Rico, or the Virgin Islands either is a citizen of the United State, or resides in the United States, Puerto Rico, or the Virgin Islands, after being legally admitted for permanent residence. This definition may include the immediate family members residing of such a persons."

B. Farm labor. FmHA Instruction 1944-D further defines Farm Labor as follows: "For purposes of this sub-part, farm labor includes services in connection with cultivating the soil, raising or harvesting any agriculture or aquaculture commodity; or in catching netting, handling, planting, drying, packing, grading, storing, or preserving in its unmanufactured state any agriculture or aquaculture commodity; or delivering to storage, market, or a carrier for transportation to market or to processing any agricultural or aquacultural commodity."

C. Income Eligibility. It shall be the Tenants responsibility to provide the management with accurate, verifiable employment and tax records that will show the amount of family income for the last calendar year. A certain number of the rental units at Farmway Village will be eligible for a subsidy payment that will reduce the amount of rent that a tenant must pay. It is the Tenants responsibility to provide the management of the housing project with documentation verifying eligibility. Eligibility of the above person(s) to be occupant(s) of the unit is determined by the information provided by Tenant to Landlord regarding age, income or family size.

D. Self Care. To be eligible, occupant(s) must be capable of self-care as required by FmHA regulations.

E. Maximum Income. FmHA regulations require that, should Tenant's adjusted family income exceed the maximum allowable adjusted income as defined periodically by the Farmers Home Administration for Idaho, Tenant will no longer be eligible for occupancy in the project and may be asked to leave within 30 days or when this lease ends, whichever is later.

F. Employment Status. Tenant agrees that if Tenant's household income ceases to be substantially from farm labor for reasons other than disability or retirement, Tenant will promptly vacate Landlord's dwelling after proper notification by the owner.

G. Guests. Anyone who stays in the unit and is not listed on this lease will be treated as a guest. The unit is to be used only as a Tenant's private dwelling, and Tenant may not sublease or take in lodgers. If a guest stays longer than 14 days in a 45 day period, that guest's income may be considered in recalculating Tenant's rent contribution but will not be recalculated if such guest resides in the unit in order to assist Tenant during sickness or recovery from injury.

## II. Rent.

A. Payment Dates. The monthly rent is payable in advance on the first of each month at the Housing Authority office during regular business hours. Payment shall be made directly to the Housing Authority of the City of Caldwell, at Caldwell, Idaho. If payment is by check or money order, it should be made payable to Housing Authority of the City of Caldwell.

B. Rent Supplement. The Landlord has entered into a contract with FmHA, which provides that FmHA will pay a portion of the rent on behalf of qualified Tenants, pursuant to the United States Housing Act of 1937, as amended.

C. Rent Increases. FmHA may permit an increase in basic and market rents due to increasing costs. Landlord shall notify Tenant at least thirty (30) days before an increase in rent becomes effective, pursuant to FmHA Regulation, 7 CFR 1930 Exhibit C-2.

D. Tenant Contribution (Rental Assistance Only). Tenant Contribution is that portion of the rent which is paid by the Tenant.

E. Tenant Contribution changes. Tenant contribution may be increased or decreased because of changes in Tenant's household income or the number and ages of the people living in the unit. As a result of these changes, monthly Tenant Contribution may be as high as the basic rent, unless FmHA approves a change in these amounts.

F. Reporting Changes. Tenant shall immediately inform Landlord of any permanent changes in Tenant's gross monthly household income or in the number and ages of the people in the unit. Should Tenant receive rent subsidy to which he/she is not entitled, Tenant may be required to repay these amounts.

G. Permanent Occupancy. If Tenant is absent from the unit for more than 60 consecutive days for reasons other than health or emergency, Tenant Contribution will be raised to the basic rent amount per month for the period of such absence exceeding 60 days. After such 60 day absence Landlord may suspend Tenant's rental assistance or assign it to another eligible tenant. Landlord cannot guarantee that Tenant may re-occupy the unit when he/she returns. If such absence continues beyond 60 days, Landlord may terminate this lease.

H. Termination of Rental Assistance. Tenant understands that every effort will be made to provide rental assistance so long as Tenant remains eligible and the rental assistance agreement between Landlord and FmHA remains in effect. However, should this assistance be terminated, Tenant may arrange to terminate this lease, giving proper notice as set forth elsewhere in this lease.

I. Recertification. Landlord will recalculate Tenant Contribution and Eligibility once a year, or sooner if any of the changes listed above occur. Tenant shall provide Landlord with a satisfactory income verification for himself and other unit occupants.

J. Misrepresentation. If Tenant misrepresents the facts upon which Tenant Contributions and eligibility determinations are made, Tenant shall repay all rent subsidies to which Tenant was not entitled. Intentional misrepresentation may subject Tenant to federal penalties. Intentional misrepresentation of facts used to determine Tenant eligibility may also be considered material non-compliance of this lease.

L. Adjustment Schedule. Any adjustment in Tenant Contribution caused by a change in household income, or in the number and ages of the people in the unit, will be effective on the next rental due date.

N. Late Charge. Landlord may assess a late charge if rent, including Tenant Contribution, is more than ten (10) days late. The charge for late payment will be up to \$10.00 with an additional \$2.00 per day after the tenth day. No late charge may be assessed where Tenant establishes that his/her welfare check is late.

M. Utility Allowance. If Tenant receives rental assistance, total monthly Tenant Contribution, including utilities, will be as determined on the latest FmHA Form 1944-B, attached hereto. If Tenant pays any or all utilities directly (not including telephone or cable t.v.) a utility allowance will be deducted from the monthly payment for Tenant Contribution and utilities. If the Tenant's net monthly tenant contribution would be less than zero, the Landlord will pay the excess to the Tenant.

III. Size of Unit.

A. Family Size. The size of the unit is determined by the number of persons or occupants as provided by regulations of FmHA.

B. Changes in Family Size. If Tenant's family size increases, Tenant may request a larger unit, if available. If it decreases, Landlord may require Tenant to move to a smaller unit, if available.

IV. Tenant Duties.

A. Utilities. Tenant agrees to pay for the electrical service. The cost of the garbage, sewer and water will be paid by the Landlord. Tenant must not waste the utilities paid by Landlord.

B. Cleaning. Tenant agrees to keep the unit clean at all times. Tenant shall be liable for any violation of health or safety codes caused by Tenant or a person in Tenant's control.

C. Safety. Tenant shall not use the unit for any purpose considered dangerous to health or safety, of persons or property.

D. Garbage. Tenant must regularly dispose of garbage in a sanitary manner. The Landlord provides facilities for household garbage and trash. It will be the Tenants responsibility to insure that the garbage is properly placed in the dumpsters. Tenants should not permit children unable to reach the dumpsters to dispose of garbage.

E. Use of Property. Tenant shall properly use property of the project, including heaters, plumbing, appliances, and any other items. Tenant shall not damage or remove any property of the Landlord or permit any person to do so. Tenant shall pay for any damages caused by Tenant, Tenant's family, or any person Tenant invited on to project property, or caused by any pets owned by Tenant, Tenant's family or guests.

F. Nuisance. Tenant shall not do anything which interferes with the right of other tenants to have a safe, healthy and comfortable place to live, or which disturbs the quiet enjoyment of their units.

G. Fixtures. Tenant must not attach anything to the unit building, or construct a fence, without Landlord's prior written approval; prior written approval will not be unreasonably withheld. Tenant must remove any such items when Tenant leaves, without damage to Landlord's property, unless Landlord permits it to remain.

H. Alterations. Tenant must not alter, paint, or in any way change the property, including changing of door locks or installing of additional locks without Landlord's prior written approval; prior written approval will not be unreasonably withheld.

I. Pets. Tenant may not have any pets, except that a Tenant may keep a seeing eye or hearing animal, as required by such Tenant.

J. Vehicles. Tenants will be provided parking space for two vehicles. This space will be limited to passenger vehicles and standard sized pickup trucks. Any additional vehicles must be parked in the areas designated by management. All vehicles owned by the tenants must be registered at the office. Tenants shall not use the parking stalls as an area to do maintenance on their vehicles. Tenants may use an area designated by the management for maintenance with the approval of the management.

K. Patios. Patios shall not be used as storage areas. Only outdoor furniture, bar-b-ques and bicycles may be stored on the patios.

L. General Maintenance. The Landlord reserves the right to clean areas that are the Tenants responsibility to maintain. The Tenants will be billed for these services. Failure on the part of the Tenant to maintain their areas of responsibilities will be considered grounds for eviction.

N. Costs. Tenant shall reimburse Landlord for any costs incurred as a result of violations of Tenant of any of the obligations in this Section 9.

M. Exceptions. If Landlord gives special permission or fails to enforce these duties against some tenants, it does not mean that Tenant is not bound by them. If Tenant has any problems or concerns, please discuss them with Landlord.

V. Landlord's Duties.

In addition to other duties in this lease, Landlord agrees to do the following:

A. Maintenance. Maintain the unit building and the community areas in a decent, safe, and sanitary condition, and to abide by all local codes and applicable Federal Regulations.

B. Infestation. Exterminate insects, rodents, and other pests, provided however, any insects or pests which are caused by Tenant shall be exterminated at Tenant's expense.

C. Locks. Provide adequate locks and furnish initial key(s) to Tenant.

D. Garbage. Provide and maintain garbage receptacles in common areas, and arrange for the regular removal of trash.

E. Rules. Give Tenant copies of unit rules and regulations, the tenant grievance procedure, or tenant's rent calculations upon request.

F. Liability. Landlord may be liable for failure to maintain the unit building in accordance with the Paragraph A. of this section.

VI. Unit Inspections.

A. Pre-occupancy. Before Tenant moves in, both Tenant and Landlord will inspect Tenant's unit for defects and other damage. Tenant and Landlord will then complete and sign a Unit Inspection Report; Tenant and Landlord will each receive copies. By signing the Unit Inspection Report, Tenant agrees that Tenant is satisfied with the condition of the unit and that Landlord will not be required to repaint, re-plaster, or perform any other work, except for those items specified on the report. If the need for such work arises later in the tenancy, through no fault of Tenant, the Landlord is obligated to perform such work.

B. Termination. When Tenant leaves the unit, Tenant and Landlord will inspect the unit and complete and sign a second Unit Inspection Report. It is Tenant's duty to leave the unit in as good a condition as received, normal wear and tear excepted. This second report will assess whether Tenant has damaged or failed to clean the unit, and any withholding of money from Tenant's security deposit will be based on this report. In the event Tenant terminates the lease agreement without an inspection, Landlord will make the inspection and will notify Tenant of any charges which are to be deducted from the deposit in accordance with item VII of this agreement.

C. Additional Inspections. Landlord may enter Tenant's unit, at reasonable times, for inspections, repairs, or to show the unit to prospective tenants, prospective purchasers, or other authorized persons, with Tenant's prior consent. Tenant may not unreasonably withhold permission. Landlord does not have to give prior notice when an emergency exists or when Tenant abandons the unit. When Landlord enters on an emergency basis during Tenant's absence, Landlord shall leave written notice stating the reason for entry and identifying the person(s) entering.

VII. Security/Damage Deposit.

A. Amount. Tenant must pay a security deposit of \$150.00. If Tenant is eligible for Rental Assistance and shows that Tenant cannot afford to pay all of the security deposit, Landlord will work out a reasonable monthly payment program in accordance with FmHA regulations.

B. Where Kept. Tenant's Security Deposit will be placed by Landlord in a trust account at WEST ONE BANK, whose address is Caldwell, Idaho.

C. Tenant Duties. When Tenant leaves the unit, Landlord may retain a portion or all of the security deposit for the following expenses:

- (1) Any rent Tenant owes will be deducted;
- (2) Any key not returned will result in \$1.00 being deducted;
- (3) Any cost incurred because of Tenant's failure to leave unit reasonably clean, because of damage to the unit other than normal wear and tear, or because of missing or lost furnishings or equipment will be paid by tenant. Determination of such cost will be based on a review of the two Unit Inspection Reports. If the unit is not cleaned, the cost of cleaning will be deducted;

D. Refunds. Tenant must provide Landlord with a forwarding address so that Landlord can return the security deposit. Landlord will return the deposit within 30 days, or send a full statement specifying grounds for retaining any or all of the deposit along with a listing of items and their cost. If Tenant does not give Landlord a forwarding address, Landlord will send the deposit and/or statement to Tenant's last known address.

F. Additional Costs. Landlord has the right to sue Tenant in state court to recover any rent not paid, and late charges, along with the cost of cleaning, repairs or replacements in excess of the security deposit. If Landlord files suite, and if the court determines Landlord is right, Tenant may also be required to pay court costs and attorney fees. If Tenant sues to recover security deposit wrongly withheld and prevails, Landlord may be required to pay court costs and attorney fees.

VIII. Repairs.

A. Tenant's Responsibility. Tenant must pay the cost of repair for anything damaged by Tenant, a member of Tenant's household, a guest of Tenant or any pet owned by Tenant, Tenant's family or guest.

B. Landlords Responsibility. Landlord is responsible for all other repairs, including those items which break down because of old age or defect. Tenant agrees to notify Landlord, in writing, about such needed repairs.

C. Emergency. In an emergency, Tenant may cause repairs to be made before notifying Landlord. Landlord will repair loss of heat, water, or a life threatening condition within 24 hours of receiving notice, if possible. Landlord will restore hot water or electricity within 48 hours, if possible. An up-to-date cost list of most items, such as windows, screen, door latches or knobs, etc., is available at the office. Most other repairs which are Landlord's responsibility will be performed within 30 days.

D. Life and Safety. If Tenant damages something which endangers the health or safety of other tenants, and fails to repair it, Landlord may serve Tenant with written notice specifying what repairs are to be made. If the repairs are not made within 30 days, or sooner if an emergency exists (example: fire hazard), Landlord may enter Tenant's unit, make necessary repairs, and bill Tenant. Tenant must pay this bill on the rent due date, unless Landlord agrees in writing to other terms of payment.

E. General Repairs. If the items damaged by Tenant do not endanger the health or safety of other tenants, Tenant must nevertheless make necessary repairs. If Tenant fails to do so, Landlord may make the necessary repairs and charge Tenant in the manner described in the preceding paragraph.

IX. Termination of Lease.

A. Termination by Tenant. Tenant may terminate this lease by giving Landlord at least thirty (30) days written notice.

B. Termination by Landlord. Tenant agrees that this lease may be terminated by Landlord, upon notification in accordance with Idaho State Statutes and FmHA regulations, when any action or conduct of the Tenant adversely affects the health or safety of any tenant or interferes with the

right of any Tenant to the quiet enjoyment of the premises or has disrupted the livability of the project.

1. Tenant further agrees that the Landlord may terminate this lease for non-payment of rent upon giving Tenant three (3) days written notice to pay the rent or quit the premises as provided by Idaho law.

2. This lease may be terminated by Landlord at any time by the giving of written notice, not less than seven (7) days prior to termination, for good cause, such as serious or repeated damage to the premises, creation of physical hazards. Good cause includes earnings of Tenant's household of more income than permitted by regulations. Expiration of this lease shall not be good cause. The notice shall clearly state the reasons for the termination, that Tenant has seven (7) days to cure the violation and the date by which Tenant must move out of the unit if he/she fails to cure.

3. Tenant agrees to reimburse Landlord for any costs incurred in serving any notice required under the terms of the Paragraph 16 and if Tenant is in default and refuses to vacate the premises, Landlord may file an eviction suit against Tenant in state court and if Landlord prevails in such suit, the Judge may order Tenant to pay all court costs and expenses of suit, including reasonable attorney's fees.

X. Tenant's Grievance and Appeal Procedure. If Tenant believes that Landlord has not acted in accordance with this lease agreement, FmHA Regulations, or state and local ordinances, Tenant shall notify Landlord within ten (10) days of the occurrence. This begins the grievance process under the Farmers Home Administration's Tenant Grievance and Appeal Procedures. Landlord shall provide a copy of these procedures to Tenant if Tenant requests them. A copy shall be posted in project rental office. If at all possible Landlord will try to informally resolve out differences.

XI. Abandonment. Abandoned property may be disposed of by Landlord as it sees fit, without any liability incurred therefor by Landlord to the Tenant.

XII. Nondiscrimination. Landlord shall comply with the nondiscrimination provisions in Title VI of the Civil Rights

Acts of 1964. . No person shall be refused Tenancy or otherwise discriminated against because of race, color, national origin, religion, sex, age, martial status, physical or mental handicap, or any other arbitrary classification. Any discrimination complaints should be directed to the Secretary of Agriculture or to the Office of Equal Opportunity, U.S.D.A.

- XIII. Legal Costs. In any legal action between Landlord and Tenant arising out of this lease and/or Tenant's occupation of the unit, the court may require the losing party to pay costs and attorney fees to the prevailing party.
- XIV. Uninhabitable Dwelling. Should the property become uninhabitable because of fire or other natural disaster, the owner or the Tenant has the right to terminate the lease. Should the owner choose to repair or rehabilitate the unit or building, such repair or rehabilitation must occur within a reasonable time.
- XV. Signature Clause. Both the Landlord, its successors and assigns, and Tenant, his heirs, successors and assigns, certify that they are legally capable, have read this lease, and agree to be bound by its provisions.

\_\_\_\_\_  
Date / /  
Tenant

\_\_\_\_\_  
Date / /  
Landlord

LEASE AGREEMENT  
ATTACHMENT I

- A. I understand that I will no longer be eligible for occupancy in this project if my income exceeds the maximum allowable adjusted income as defined periodically by the Farmers Home Administration.
- B. I agree to notify the lessor immediately of any permanent change in the adjusted monthly income or change in the number of family members living in the household.
- C. I understand that I must promptly notify the Landlord of any extended absences, and that if I do not personally reside in the unit for a period exceeding 60 consecutive days, for reasons other than health or emergency, my net monthly tenant contribution shall be raised to Basic Rent per month (market rent for Plan II projects or 125 percent of rent in Plan I projects) for the period of my absence exceeding 60 consecutive days. I also understand that should any rental assistance be suspended or reassigned to other eligible tenants, I am not assured that it will still be available to me upon my return. I also understand that if my absence continues, that Landlord may take the appropriate steps to terminate my tenancy.
- D. I understand that should I receive rental benefits to which I am not entitled because of my failure to provide information or because of my failure to provide information or because of incorrect information provided by me or on my behalf by others, or for any other household member, I may be required to make restitution, and I agree to pay any amount of benefits to which I was not entitled.
- E. I agree to provide promptly any certifications and income verifications required by the Landlord to permit eligibility determination and, when applicable, the revised rental rate to be charged.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Tenant

**LEASE AGREEMENT  
ATTACHMENT II**

I understand and agree that as long as I receive rental assistance, my total monthly payment for rent and utilities will be \$\_\_\_\_\_, as determined on the latest Form FmHA 1944-8, attached to this Lease. If I pay any or all utilities directly (not including telephone or cable T.V.), a utility allowance of \$\_\_\_\_\_ will be deducted from my monthly payment for rent and utilities. If my net monthly tenant contribution would be less than zero, Landlord will pay me \$\_\_\_\_\_.

I also understand and agree that my monthly tenant contribution under this Lease may be raised or lowered, based on changes in my household income, changes in this number and age of members living in my household, failure to submit information necessary to certify income, and on the escalation clause in the Lease. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by Landlord and FmHA expires, I understand and agree that my monthly payment for rent may be adjusted to no less than \$\_\_\_\_\_ (Basic Rental) nor more than \$\_\_\_\_\_ (Market Rental) during the remaining clause in this Lease these rental payments may be changed by a Farmers Home Administration approved rent change.

I understand that every effort will be made to provide rental assistance so long as I remain eligible and the rental assistance agreement between Landlord and FmHA remains in effect. However, should this assistance be terminated, I may arrange to terminate this Lease, giving proper notice as set forth elsewhere in the Lease.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Tenant

**LEASE AGREEMENT  
ATTACHMENT III**

- A. I understand that the project is operated and maintained for the purpose of providing housing for domestic farm laborers and their families. I hereby certify that a substantial portion of my family income, as required in the relevant FmHA rules and regulations, is and will be derived from farm labor. I further understand that domestic farm labor means persons who receive a substantial portion of their income as laborers on farms in the United State and either (1) are citizens of the United State, or (2) reside in the United States, Puerto Rico, or the Virgin Islands, after being legally admitted for permanent residence therein, and may include the immediate families of such persons. Laborers on farm may include laborers engaged in handling agricultural commodities while in the unprocessed stage, provided the place of employment, such as a packing shed, is on or near the farm where the commodity is produced. It also includes labor for the production of aquatic organisms under a controlled or selected environment.
- B. I agree that if my household income ceases to be substantially from farm labor for reasons other than disability or retirement, I will promptly vacate the Apartment after proper notification by Landlord.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Tenant

**LEASE AGREEMENT  
ATTACHMENT IV**

I understand that my ability to live independently in the project with the support services available will be evaluated on a periodic basis. I may be requested to vacate if a determination is made that I am no longer able to live in the project without additional assistance.

Date \_\_\_\_\_ Signature \_\_\_\_\_