

HOUSING AUTHORITY

of the
CITY of CALDWELL
P. O. Box 70
Caldwell, Idaho 83605
(208) 459-2232
June 29, 1994

C O M M I S S I O N E R S M E E T I N G

A G E N D A

1. Discussion on additional commissioner
2. Deputy; insurance for carrying a weapon
3. Is a curfew an option we can consider?
4. Status of our road repairs
5. June financial statement

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P. O. Box 70
Caldwell, Idaho 83605
(208) 459-2232
December 6, 1994

COMMISSIONERS MEETING 6/29/94

PRESENT: All - No one additionally (less Camilo Lopez)

1. **NEW COMMISSIONER** Consideration of replacement commissioner. No one had any names to recommend. A woman or hispanic would be good but not a necessity.
2. **LEASE** Additional item to include on lease. In place of a curfew, the lease could require a 10 or 10:30 pm time to begin "Quiet Horas". A note could be sent following a complaint, then we could eject on the second complaint.
3. **WEAPON FOR DEPUTY - MOTION** A motion by Paul Okamura and seconded by Lew Kerfoot to purchase liability insurance for 3 months for Hank Ortiz, the watchman, to carry a weapon. \$273.36 for each quarter. Motion carried.
4. **FINANCIAL STATEMENT** A motion by Dave Cornwell and seconded by Lew Kerfoot to approve the financial statement for June, 1994. Motion carried

Commissioners Mtg

6-29-94

~~2~~ all present less

1. No new names on commissioner
(a woman) or Hispanic not necessary

3. ~~Additional~~ Additional Contract items (in place of curfew)
Quiet hours begin 10 pm

(Note following a complaint
could reject)

2. Deputy ~~Motion~~ ^{issr.} Motion ① Paul Carried
② Lew

4. OK -

5. ^{Items} Financial statement ① Dave Carried
② Lew approved

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*\$1093 ⁰⁴
273 ³⁶ Quarterly*

HOUSING AUTHORITY OF THE CITY OF
CALDWELL, IDAHO

REPORT ON COMPILATION OF
FINANCIAL STATEMENTS
AND OTHER FINANCIAL INFORMATION
FOR THE FIVE MONTHS ENDED MAY 31, 1994



C O M P A N Y
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS OF THE FIRM
John T. Berg, CPA Michael O. Groff, CPA
Gary Doorn, CPA Michael E. Huter, CPA
Mark J. Flitton, CPA Ronald J. Lauer, CPA
Ted Stimpson, CPA

824 Dearborn * Caldwell, ID 83605
PH. (208) 459-3696 * FAX (208) 459-3141

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

We have compiled the accompanying statements of revenues and expenditures for the five months ended May 31, 1994, and the supplemental schedules of cash balances for the current month of the Housing Authority of the City of Caldwell, Idaho, in accordance with Statements on Standards for Accounting and Review Services issued 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 & Company

June 27, 1994

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

STATEMENT OF REVENUES
FOR THE FIVE MONTHS ENDED MAY 31, 1994
(UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1994 BUDGET	REMAINING BUDGET
Dwelling rent	\$39,990	\$200,354	\$399,174	\$198,820
Non-dwelling rent	740	3,700	8,500	4,800
Other project income	696	3,157	8,000	4,843
Interest income	101	2,369	7,000	4,631
Total revenues	<u>\$41,527</u>	<u>\$209,580</u>	<u>\$422,674</u>	<u>\$213,094</u>

STATEMENT OF EXPENDITURES
FOR THE FIVE MONTHS ENDED MAY 31, 1994
(UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1994 BUDGET	REMAINING BUDGET
Management salaries	\$ 4,724	\$ 23,791	\$ 54,340	\$ 30,549
RM & R salaries	5,593	24,275	61,342	37,067
Electricity	392	6,381	15,000	8,619
Unemployment tax	289	1,346	3,000	1,654
State retirement & FICA	1,791	8,574	20,537	11,963
Other management expense	1,273	13,815	16,400	2,585
Water, irrigation		1,009	1,950	941
Insurance - Blue Cross	2,259	11,438	26,856	15,418
Insurance - other	1,912	10,624	26,965	16,341
Legal and accounting	959	5,875	11,250	5,375
Repairs and maintenance	5,608	26,093	57,114	31,021
Sanitation & lawn care	5,945	15,620	37,565	21,945
Debt retirement	2,196	10,980	26,355	15,375
Debt reserve	4,000	36,000	64,000	28,000
Bank charges	47	217		(217)
Total expenditures	<u>\$36,988</u>	<u>\$196,038</u>	<u>\$422,674</u>	<u>\$226,636</u>

See accountants' compilation report.

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

SCHEDULE OF CASH BALANCES
FOR THE ONE MONTH ENDED MAY 31, 1994
(UNAUDITED)

GENERAL FUND:

	<u>CHECKING</u>	<u>PETTY</u>	<u>CHANGE</u>	<u>SECURITY</u> <u>DEPOSITS</u>	<u>SAVINGS</u>
Beginning of month	\$74,600	\$100	\$ (628)	\$19,980	\$1,002
Deposits:					
Operations	47,838		3,204		
Change fund	2,201				
Interest	74			27	
Transfers					
Disbursements:					
Operations	(62,430)			(11)	
Change fund	(3,204)		(2,201)		
Transfers	(4,000)				
End of month	55,079	<u>\$100</u>	<u>\$ 375</u>	<u>\$19,996</u>	<u>\$1,002</u>
Less: Accounts payable	<u>(19,164)</u>				
Available after payment of current period payables	<u>\$35,915</u>				

OTHER FUNDS:

	<u>O & M</u> <u>FUND</u> <u>CONSTRUCTION</u> <u>CHECKING</u>	<u>RESTRICTED</u> <u>SAVINGS</u>	<u>DEBT</u> <u>SERVICE</u> <u>FUND</u> <u>SAVINGS</u>	<u>DEBT</u> <u>RESERVE</u> <u>FUND</u> <u>RESTRICTED</u> <u>SAVINGS</u>
Beginning of month		\$2,465		\$232,738
Deposits:				
Operations				
Transfers				
Interest				
Disbursements:				
Operations				
Transfers				4,000
Interest				
Debt retirement				
End of month		<u>\$2,465</u>		<u>\$236,738</u>

See accountants' compilation report.

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

SUMMARY OF CONSTRUCTION EXPENDITURES
FOR THE FIVE MONTHS ENDED MAY 31, 1994

CONSTRUCTION COSTS - REIMBURSABLE:

<u>Check Date</u>	<u>Description</u>	<u>Amount</u>
1-01-93	Beginning Balance	\$3,373.58
2-10-94	Notus-Parma Hwy. Dist. Approach Application	<u>25.00</u>
	Total	<u>\$3,398.58</u>

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	<u>CONSTRUCTION</u> <u>CHECKING</u>	<u>O & M</u> <u>FUND</u> <u>RESTRICTED</u> <u>SAVINGS</u>	<u>DEBT</u> <u>SERVICE</u> <u>FUND</u> <u>SAVINGS</u>	<u>DEBT</u> <u>RESERVE</u> <u>FUND</u> <u>RESTRICTED</u> <u>SAVINGS</u>
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Interest				
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HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

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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 other information that will document the amount of income that the Tenant household is projected to earn. 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. Tenant is required to notify the Landlord of any changes in adjusted 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. Payments made by check or money order should be made payable to the 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.
- K. 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.
- L. 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. 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. All garbage must be enclosed in a plastic bag with the top securely tied to help eliminate problems with odors and insects. 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(s) Tenant invited on to project property.
- 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. Inoperable or "junk" cars will not be allowed in the parking area. Tenants will be given an opportunity to remove inoperable vehicles or management will have them removed at the Tenants expense.
- 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.
- E. 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. Landlord's 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 with 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.

Tenant Date _____

Landlord Date _____

HOUSING AUTHORITY

of the
CITY of CALDWELL
P. O. Box 70
Caldwell, Idaho 83605
(208) 459-2232
June 29, 1994

C O M M I S S I O N E R S M E E T I N G

A G E N D A

1. Discussion on additional commissioner
2. Deputy; insurance for carrying a weapon
3. Is a curfew an option we can consider?
4. Status of our road repairs
5. June financial statement