Doned Linden 459 2232

Address

Howing Authority

PO, BOX 70

Caldwell Isla 83606

TREASURE VALLEY AREA OFFICE 1420 N. Hilton Boise, Idaho 83706-1260 (208) 334-0550

1410 North Hillion, Suite 101, Statefiouse Maif, Bolse, ID 83720-9000, (208) 334-0550

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

June 20, 1991

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

RE: Water And Sewer Requirements

Dear Mr. Linden:

As we have discussed, the water and sewer for the proposed expansion will be addressed. Plans and specifications will be submitted to our office for review prior to construction. This will be completed by a licensed engineer and be reviewed by the engineers in our office. This process is to assure the systems will be adequate for the demands.

If there any questions, please contact us.

Sincerely,

George Varin

Water Quality Compliance Officer

cc Craig Shepard
Mike Smith

Revised

## UTILITY ALLOWANCES 60 UNIT ALL ELECTRIC

ويسيد شعد الهيين	2 BEDROOK 730 SQ.FT. DKE LEVEL # 7 UNITS	3 BEDROOM B77 SQ.FT ONE LEVEL 27 UNITS	3 BEDROOM 1020 SQ.FT. TWO LEYEL 15 UNITS	4 BEDROOM 1161 SD.FT. TWO LEYEL 9 UNITS	
HEATING	\$35.00	\$44.00	\$52.00	\$65.00	
OTHER: COOKING WATER HEATING	\$38.00	\$43.00	\$43.00	\$46.00	
TOTAL EXPENSE PER MONTH/UNIT	\$73.00	\$87.00	\$95.00	 \$111.00	
PER YEAR/UNIT.	\$876.00	\$1,044.00	\$1,140.00	\$1,332.00	
PER HONTH/ALL	\$857.00	\$2,349.00	\$1,425.00	\$999.00	
TOTAL HONTHLY-1	ALL UNITS COMBINED		\$5,430.00	٠	
TOTAL ANNUAL-A	LL UNITS COMBINED		\$65,160.00		
AVERAGE ANNUAL	PER UNIT		\$1,086,00	2;	•
INCOME  From Tenants: RA Contribution:	\$6,477.0	00 X 60 Units X	30.0% X \$2,112.40	60 Units	\$116,586 . \$126,744 . \$243,330
EXPENSES					
O & M: Reserve: Utility Costs:	\$ 3,938,0	60 Units @ 45 X 60 Units @	1.02		\$124,740 \$39,380 \$65,160 \$229,280
Available for A	mortization Expense				\$14,050
Estimated Maxim	im Loan	(TDC = \$	3,938,045)		\$394,207
LH Loan LH Grant (Differ	rence between Loan a	nd TDC)			\$394,000 \$3,544,045
	Percent ( Percent (				10.0%

FORM APPROVED OMB No. 0575-0033 Expiration Date Avail. On Request

CTATEMENT OF DUDGET AND GAR	Date Project Ope	Date Project Operational FmHA Case No.						
STATEMENT OF BUDGET AND CASH (Excluding Depreciation)	FmHA Case No.							
(Excluding Depreciation)		1 111/21 0230 110.						
,		Type of Loan / 514/516	Grant Am	4,547,680.20				
Name & Address of Borrower (Include ZIP Code) Housing Authority of the City of Caldwell P.O. Box 70 Caldwell, Idaho 83606		Project Name & River View H 22730 Labor Caldwell, Id	Camp Road					
Fiscal Year: to	Column (1)	Column (2)	Column (	3)   Column (4)				
	Budget Basic	Actual or Mkt.						
1. Warren to 1.0 to make a	(Prior Yr.)	(Interim Yr.)	Budget	Budget				
Unrestricted Cash (Beginning).     Total Operation & Maintenance Expense (From Reverse)	<u>s</u>	S	S	S				
Other Deductions		<del></del>	124,740					
Other Deductions  3. FmHA Payment (Principal and Interest) including overage	Beg.	Beg	Beg	Beg				
4. Transfer to Reserve	•		14,077					
5. Authorized Capital Improvement	"		39,380					
6. Other Authorized Debt Payments	•		<del>-                                    </del>					
7. Other (Specify)	· ·	<del></del>	i ·					
8. Return to Owner	"			<del>-  </del>				
S@%			1	ľ				
9. Total Cash Needed (Add lines 2 thru 8)	s	S	s 178,197	s				
Other Receipts								
10. Laundry								
11. Interest Income								
12. Other (Specify)		<u> </u>						
Receipts from Rent	1		t					
No. & Kind Per Month			ļ					
13. 9 2 br units @ 260								
14. 42 3 br units @ 280	· <del> </del>	<del> </del>	28,080					
15. 9 4 br unies @ 300		<u>'</u>	141,120					
16units @			32,400					
17. Less Allowance for Vacancy and Contingencies	·	<u>-                                    </u>						
as authorized by FmHA			20.160					
18. Total Receipts from Rent			20,100					
(Add lines 13 thru 16 and subtract line 17)	s	s	s 181,440	s				
19. Total Receipts (Add lines 10 thru 12 & 18)	S	† <del></del>	s 181,440	S				
20. Unrestricted Cash (Ending) (Lines 1 plus line 19 minus line 9)	S	ls	s 3,242.94					
Replacement Reserve	Budget Prior Year	Actual	Budget Planned					
Reserve Balance								
Deposits to Reserve			39,380					
Interest on Reserve								
Total	<u>s</u>	S :	s 39,380	S				
	-							
Equipment Replacement	<del></del>							
Major Building Repairs Miscellaneous	<u>-</u>		<del></del>					
Total								
Reserve Balance	<u> </u>	<u>s</u>	<u> </u>	S				
Net Increase (Decrease)	<u> </u>		<del></del>					
	<del></del>							

This form is to be used by applicants and mortgagors in evaluating proposed income and expenses to determine the feasibility of the project. The form will be used as a management tool to determine planning changes in the mortgagor's management. This information is required as a condition to obtain a benefit. This statement is provided pursuant to P.L. 96-511.

_ •	Column (1)	Column (2)	Column (3)	Column (4)
Toronto	Budget Basic (Prior Yr.)	Actual of Mkt. (Interim Yr.)	Basic Rent Budget	Market Rent Budget
Annual Operational & Maintenance Expenses:			28 800	
1. Caretaker			4.200	
2. Supplies			800	
3. Painting and Decorating (Interior only)			13,950	
4. General Maintenance and Repairs				
5. Grounds Maintenance	<del></del>		····	
6. Services			2,150	
7. Furniture and Furnishings Replacement	<del></del>		1.550	
8. Miscellaneous Operating Expenses	s	S	\$ 51,450	S
9. Sub-total Maintenance & Operating				C. 1392 . 15 15
(Total lines 1 thru 8)	71/7 A 3/A		4,400	l minimum
10. Electricity			2,000	
11. Water		<del> </del>	860	
12. Sewer(-Jelephone)		<del>.  </del>		
13. Heating fuel/other		<u>                                     </u>	1,260	
14. Garbage and Trash Removal			5,125 \$ 13,645	S
15. Sub-total Utilities (Total lines 10 thru 14)	\$	<u>  S</u>	<del></del>	<del>     </del>
16. Manager (Salary 1,050/me Apt. Allowance)		<u> </u>	12,600	
17. Management Fees Office Equipment & Supplies	<u> </u>	- <del> </del>	4,745	
18. Accounting-Auditing	ļ		3,000	
19. Legal		ļ	150	<del> </del>
20. Other Administrative Expenses Sec/Bookkeeper			7,500	S
21. Sub-total Administrative (Total lines 16 thru 20)	\$	\$	\$ 27,005	3
22. Real Estate Taxes				
23. Special Assessments		<u> </u>		
24. Other Taxes, Fees and Permits		<u> </u>		-
25. Sub-total Taxes (Total lines 22 thru 24)	\$	\$	S _n_	\S
26. Property Insurance			13,800	
27. Worker's Compensation Insurance			1,500	<u> </u>
28. Bond Premiums			300	<u> </u>
29. Sub-total Insurance (Total lines 26 thru 28)	S	\$	\$ 15 400	\$
30. Interest Expense (Other than FmHA)			ļ	
31. Other Expenses		<u> </u>		<u> </u>
		<u> </u>	7,900	
32. Employee Health Insurance		<u> </u>	2,900	
33. Social Security		<u> </u>	3,300	
34. Retirement Fund 35. Advertising		<u> </u>	700	
Advo, cloing			1,550	
36. Unemployment Comp 37. Sub-total Other Expenses	S	S	S 16,050	S
(Total lines 30 thru 36)	, , , , , , , , , , , , , , , , , , , ,	A-11.55 260 11 11	* <del></del>	1 1/4 xx 4 444 xx 4 xx 5 xx
38. TOTAL Operational and Maintenance Expenses	S	S	S 124 740	S
(Total lines 9, 15, 21, 25, 29 and 37)	3370 6	1. 3. 225 4	7.4	STOWNS !
CERTIFIED CORRECT:	APPR	OVED: (Farmers H	ome Administrati	on)
CERTIFIED CORRECT:			•	
(Borrower's Signature or Authorized Representative)		ζŅ	'ame)	
J.E. Smithman for the Housing Authority of the				
City of Caldwell 5/10/91				
(Date)		(T	itle)	
•				
		(Sign	iature)	
		(L	(ate)	
·				
·			<del></del>	

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United States Department of Agriculture Farmers Home Administration 704 Albany St., Suite 7 Caldwell, Idaho 83605 208-459-0761

May 10, 1991

Mr. Dave Linden Project Manager Caldwell Housing Authority PO Box 70 Caldwell, Idaho 83605

RE: Annual Analysis and 1991 Budget Review

Dear Dave:

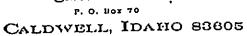
Please find attached, your copy of the approved budget for 1991. We have approved your budget as was presented. It is our understanding from our previous conversation, that the large amount of cash carry over will be used for maintenance, and getting units and project grounds ready the the upcoming season. The total O & M costs projected appear to be very conservative compared to other FmHA projects.

Sincerely,

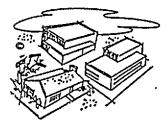
FRED L. MARKER

District Loan Specialist

## HOUSING AUTHORITY OF THE CITY OF CALDWELL Established in 1946







#### 1991

# COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF CALDWELL EXPIRATION OF TERMS

1	DAVID L. CORNW	ELL TE	ERM EXPIRES	12/31/91
VICE-CHAIRMAN- D	ONALD E. DOWN	en		12/31/92
CHAIRMAN- T	TIM A. BATT			12/31/93
C	CAMILO LOPEZ			12/31/94
F	ROBERT L. KERF	OOT		12/31/95

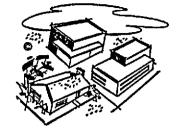
#### HOUSING AUTHORITY OF THE CITY OF CALDWELL

Established in 1946

P. O. Box 70

#### CALDWELL, IDAHO 83605

TELEPHONE 459-2282



JANUARY 29,1991

IDAHO HEALTH & WELFARE DIVISION OF ENVIRONMENTAL PROTECTION 1410 N. HILTON SUITE 101 BOISE, IDA. 83706

ATTN: Craig Shepard - Field Supervisor

RE: NPDES Permit Compliance

Dear Mr. Shepard:

The Housing Authority of the City of Caldwell is the legal designation for the Labor Camp, 4 miles west of Caldwell. The Labor Camp provides housing for the labor force during the farm season as well a for approx. 50 to 70 permanant residents. For our sewage waste we are considered a minor dischager.

Recently we have had a non-compliance on our permit for the 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 desinfection system that will result in compliance with our NPDES permit requirements.

We are presently preparing a pre-application for a multi-million dollar building project for more and better housing for the farm labor force here at the Labor Camp. With FmHA approval of our applications & plans over the coming months we hope to begin actual construction in late 1991. Included with FmHA approval for this project are monies for bringing our sewage system into compliance. A conservative time frame for re-design and all other improvement making would be June, 1992. This would include obtaining funding & making construction improvements on the entire system.

If you have any questions, or if we may be of further assistance please contact David Linden, 459-2232.

Sincerely,

David Linden Manager

DWL: bo

#### **AGENDA**

#### COMMISSIONERS MEETING

#### February 28, 1991

1.	Architect's	business
----	-------------	----------

- 2. Commissioners terms (Kerfoot)
- 3. Consideration of Reserve requirements
- 4. Financial Statement for December, 1990
- 5. Housing Authority 1991 budget
- 6. Consideration of write-offs
- 7. Sign Bank signature cards
- 8. Occupancy
- 9. Other: We need to file request for a conditional use permit, requiring a public hearing before the Planning and Zoning Commission. (Perhaps late April or Early May)

JUB proposal for Wastewater treatment

17.562 SE

Northwest Bridge + Tank Company

20 720 00

(seminan)

Total 38,182 56

1- Less Experience

2 - Let folks in without work (more people of less work)

3 Ha Leaving ( Not able to keep on top of everything)

4. Each experience like this helps me never to raped.

Revised

### UTILITY ALLOWANCES 60 UNIT ALL ELECTRIC

وجث لارده	2 BEDROOM 730 SQ.FT. ONE LEVEL 7 9 UNITS	3 BEDROOM 877 SB.FT ONE LÉVEL 27 UNITS	3 BEDROOM 1020 SQ.FT. TWO LEYEL 15 UNITS	4 BEDROOM 1161 SQ.FT. TWO LEVEL 9 UNITS
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TOTAL ANNUAL-A	LL UNITS COMBINED	)	\$65,160.00	
AVERAGE ANNUAL	PER UNIT		\$1,086.00	
				~ ,

INCOME					
From Tenants: RA Contribution: I	\$6,477.00 60 OTAL INCOME	X Units X	30.0% X \$2,112.40	60 Units	\$116,586 \$126,744 \$243,330
EXPENSES					
O & M: Reserve: Utility Costs:	\$ 3,938,045		\$2,079.00 1.0% \$1,086.00		\$124,740 \$39,380 \$65,160 \$229,280
Available for Amo	ortization Expense				\$14,050
Estimated Maximum	Loan	(TDC =	\$ 3,938,045)		\$394,207
LH Loan LH Grant (Differe	ence between Loan and		\$394,000 \$3,544,045		
	Percent Loa Percent Gra		10.0% 90.0%		

3RQZ140

### CANYON COUNTY - SHERMIS City Incident Report

06/12/91 PAGE: 1

### AREA 48 CALDWELL LABOR CAMP

INCIDENT	May/91	hrs.	YTD	hrs.
0110 -MURDER - NON NEGLIGENT HOMICIDE .	. 0	0:00	. 2	1:40
0210 -RAPE BY FORCE	0	0:00	8	3:3 <i>7</i>
0400 -AGGRAVATED ASSAULT/BATTERY FIREARM	0	0:00	6 ,	3:41
0460 -SIMPLE ASSAULT/BATTERY - NOT AGG.	0	0:00	5	2:14
0550 -BURGLARY FORCIBLE NON-RES. UNKNOWN	0	0:00	1	0:00
0621 -LARCENY-THEFT FROM MOTOR VEHICLES	0	0:00	1	0:41
0681 -LARCENY-THEFT ALL OTHER	0	0:00	1	0:17
1120 - INSUFFICIENT FUND CHECK	0	0:00	1	0:00
1400 - VANDALISM-PRIVATE PROPERTY	1	0:51	8	2:26
1510 -UNLAWFUL DISCHARGE	0	0:00	1	0:13
1530 -EXHIBITION OF WEAPON	0	0:00	. 2	0:10
2110 -DRIVING UNDER THE INFLUENCE	0	0:00	2	0:44
2410 -DISTURBING THE PEACE	2	0:00	13	1:46
2420 -PROWLER	. 2	0:17	2	0:17
2430 -OBSTRUCTING/DELAYING	0	0:00	2	0:58
2460 -FIGHTING	1	0:00	9	2:28
2470 -HARASSMENT	2	0:10	2	0:10
2490 -DOMESTIC DISTURBANCE	1	0:28	2	0:48
2610 -ALL OTHER OFFENSES OBSCENE AND NUISAN	0	0:00	1	0:05
2650 -ALL OTHER OFFENSES LITTERING	1	0:03	1	0:03
2685 -ALL OTHER OFFENSES RESISTING ARREST	0	0:00	1	0:33
2730 -SUSPICION OF A CRIME	1	0:03	1	0:03
2740 -SUSPICIOUS PERSON	1	0:02	1	0:02
2750 -SUSPICIOUS VEHICLE	0 .	0:00	4	0:39
2810 -RUNAWAY/BEYOND CONTROL	0	0:00 -	2	0:24
3040 -ACCIDENTS VEHICLE PRIVATE PROPERTY	0	0:00	1	0:11
THEN ACCIDENTE HEMICHE MIT AND PHA	1	በተሰሰ	2	በ፥በሩ

3RQZ140

### CANYON COUNTY - SHERMIS City Incident Report

06/12/91 PAGE: 2

### AREA 48 CALDWELL LABOR CAMP

INCIDENT	May/91	hrs.	YTD	hrs.
3110 -TRAFFIC ENFORCEMENT MOVING VIOLATION	0	0:00	1	0:37 ]
3120 -TRAFFIC ENFORCEMENT NON-MOVING VIOLAT	0	0:00	1	0:03
3140 -TRAFFIC ENFORCEMENT TRAFFIC PROBLEM (	<b>3</b> .	0:21	3	0:21
3210 -COURT WARRANTS F.T.A.	3	0:30 -	4	0:52
3220 -COURT WARRANTS BENCH WARRANT	1	0:09	6	0:18
3230 -COURT WARRANTS HOLD FOR OTHER DEPT.	0	0:00	. 1	0:09
3240 -SUBPOENA	0	0:00	3	0:20
3241 -CIVIL PROTECTIVE ORDER	0	0:00	2	0:58
3420 -PERSON MISSING, LOST, FOUND	0	0:00	2	0:29
3430 -PERSON PUBLIC ASSIST	0	0:00	7	1:34
3440 -PERSON MOTORIST ASSIST	1	0:03	3	0:08
3520 -PROPERTY CHECK (OTHER THAN BAR CHECK)	o ·	0:00	1	0:00
3720 -PACKAGE, PERSON, MESSAGE PICKUP/DELIV	1	0:05	6	0:34
3740 -TRAINING	0	0:00	1	0:00
3750 -PRISONER TRANSPORT	1	0:00	1	0:00
3760 -INSPECTION (VEHICLE, TRAILER, ETC.)	0	0:00	1	0:14
3800 -FOLLOW UP INVESTIGATION	1	0:43	7	3:01
4000 -OTHER NON-CRIMINAL INCIDENT	, 1	0:07	2	0:21
4002 -AREA CHECK	27	4:57	110	19:47
6600 -RECOV VEHICLE-STOLEN OTHER JURISDICTI	0	0:00	4	0:47
- Total incidents:	52	8:49	248	54:49

3RQZ145

## CANYON COUNTY - SHERMIS City Action Report .

06/12/91 PAGE: 1

AREA 48 CALDWELL LABOR CAMP

ACTION	May/91	hrs.	YTD	hrs.
01 -ARRESTED '	2	0:25	19	7:03
04 -ORAL WARNING	1	0:03	2	0:06
07 -F.I. CARD MADE	0	0:00	1	0:15
09 -CANCELLED	1	0:00	1 '	0:00
10 -REPORT PENDING	0 .	0:00	1	0:06
11 -UNFOUNDED	0	0:00	, <b>1</b>	0:05
12 -REPORT TAKEN	0	0:00	8	3:39
18 -ASSIST OTHER AGENCY	· 2	0:05	10	1:32
19 -ASSIST OTHER OFFICER	• 2	0:10	28	8:55
20 -ASSIST PUBLIC	0	0:00	* 3	0:56
22 -PRISONER TRANSPORT	0 .	0:00	1	0:22
25 -SUBPOENA SERVED	0	0:00	2	0:20
30 -EQUIPMENT PICKUP/DELIVERY	0	0:00	1	0:00
32 -UNABLE TO COMPLETE ACTION	0	0:00	2	0:12
37 -VERIFIED VIN	0	0:00	2	0:23
39 -ACTIVITY COMPLETED	33	6:47	125	23:55
40 -PEACE RESTORED	ì	0:04	4	1:15
41 -ADVISED TO RECALL IF NEED	0	0:00	6	1:09
46 -RETURNED TO DWNER	1	0:06	1	0:06
47 -OWNER NOTIFIED	0	0:00	1	0:00
48 -RETURNED TO HOME OR FAMIL	1	0:28	1	0:28
49 -UNABLE TO LOCATE	5	0:24	14	1:45
51 -PERPETRATOR GONE ON ARRIV	1	0:09	2	0:46
53 -NO ACTION/SERVICE REQUIRE	2	0:08	12	1:31
- Total actions:	52	8:49	248	54:49

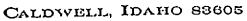
iRQZ200	

CANYON COUNTY - SHERMIS 1991 Case Analysis YTD Area: 48 Incident: ALL 06/05/91 PAGE: 1

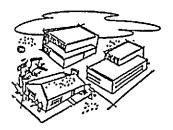
INCIDENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
1110MURDER - NON NEGLIGENT HOMICIDE	0	0	0	0	0	1	0	0	0	0	0	0	1	
1400 AGGRAVATED ASSAULT/BATTERY FIREARM	0	0	ð	1	0	0	0	0	0	0	0	0	1	
1460SIMPLE ASSAULT/BATTERY - NOT AGG.	0	0	0	1	0	0	0	0	, 0	0	0	0	1	
1558BURGLARY FORCIBLE NON-RES. UNKNOWN	1	0	Ů,	0	. 0	0	0	0	0	0	0	0	1	
1621LARCENY-THEFT FROM MOTOR VEHICLES	1	0	0	0	9	0	0	0	0	0	0	0	1	
408 VANDALISM-PRIVATE PROPERTY	· 0	1	0	0	0	0	0	0	9	0	0	G	. 1	
'110 DRIVING UNDER THE INFLUENCE	0	Q	Q	1	0	. 6	0	0	0	0	0	0	1	
410 DISTURBING THE PEACE	1	. 0	0	0	0	1	0	Û	0	0	0	0	2	
430 DBSTRUCTING/DELAYING .	1	1	0 '	· ′0	0	0	0	0	0	0	0	0	2	
460FIGHTING	0	1	0	0	0	0	0	0	0	Û	0	9	1	
'685ALL OTHER OFFENSES RESISTING ARREST	1	0	0	0	C	0	0	C	Ð	_0	0	0	1	
810Runaway/Beyond Control	0	0	0	1	0	0	0	8	0	0	<b>a</b> .	0	1	
600RECOV VEHICLE-STOLEN OTHER JURISDICTION,	0	0	. 0	0	0	1	0	Q	0	0	0	0	1	
								•					•	
OTALS:	5	3	0	4	0	3	0	0	0	Û	0	0	15	

## HOUSING AUTHORITY OF THE CITY OF CALDWELL Established in 1946

P. O. Box 70%





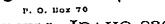


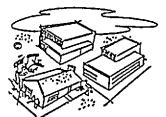
1991

# COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF CALDWELL EXPIRATION OF TERMS

DAVID	L. CORNWELL	TERM EXPIRES	12/31/91
VICE-CHAIRMAN- DONALI	DE. DOWNEN		12/31/92
CHAIRMAN- TIM A.	BATT		12/31/93
CAMILO	LOPEZ		12/31/94
ROBERT	L. KERFOOT		12/31/95

## HOUSING AUTHORITY OF THE CITY OF CALDWELL Established in 1946





CALDWELL, IDAHO 83605

TKLEFRONE 460.2233

1991

# COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF CALDWELL EXPIRATION OF TERMS

	DAVID L. CORNWELL	TERM EXPIRES	12/31/91
VICE-CHAIRMAN-	DONALD E. DOWNEN		12/31/92
CHAIRMAN-	TIM A. BATT		12/31/93
	CAMILO LOPEZ		12/31/94
	ROBERT L. KERFOOT		12/31/95

Explanation of our reserve requirements - according to our loan agreements we should have 10% of Joans in reserve. Recort loon agreements are different. (01) may 12, 1969 Total DIW/0021 met 817,05 LOAN \$ 413, 550,00 33YRS & 42 INTROST GRANT 403,500.00 KESERVE REQUIREMENTS .... Section# 7. O & m Reserve:

58,700,00 per year (10 YRS) \$37,000.00 fully funded ..... DIBT SIRVICE ACCOUNT. 2,279.00 per year (10485) 22,790,00 fully fundal. total Requirement for (01) Las. = 85,979,00 ANNUI, \$ 59, 790.00 fully From, (02) JANVARY 1982: "total Divelopment Cost 692,00 LOAN 207,600 00 33 yes @ 1% interest GKONY 484,400 OSIM MAINTENANCE ACCOUNT \$ 16,800 00 ANNUATY \$ 16,800 00 Fully from charl DEBT. SERVICE ACCOUNT 782.00 ANNUA/14 7,823,00 July Dunkel. 10th L algment for (02) 2,462,00 ONNUALLY total Requirement -\$8,441.00 ANNUALLY FUNDER Funds in said accounts shall be deposited in a bank or banks insured by the Federal Deposit Insurance Corporation, except for any portion invested in readily marketable obligations of the United States as authorized by section 9. 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 Fund 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 \$4000. 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 day 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 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 \$37,000 to be accumulated at a rate of \$3700 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 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 Service Account as provided in section 8 above, of funds equal to 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 Debt Reserve Account:

#### 704 Albany Street, Suite 7 Caldwell,ID 83605

July 24, 1981

Mr. William F. Gigray Gigray, Downen, Miller & Weston P. O. Box 640 Caldwell, ID 83605

Dear Mr. Gigray:

Information for preparing Revenue Bond, Housing Authority City of Caldwell.

Amount of Bond \$207,600.

Interest Rate

1%

Due on Bond

\$1,000. Jan. 1, 1982 (interest only)

\$2,100 Jan. 1, 1983

\$7,823. due each year after Jan. 1, 1983

Final payment isdue 33 years from date of signing bond.

Payments are to be made to District Director, 704 Albany St., Suite 7, Caldwell, ID

#### BOND AND GRANT RESOLUTION

Amount of Loan \$207,600. Amount of Grant \$484,400.

O & M Maintenance Account Debt Reserve Account \$1,680. annually to reach \$16,800.

\$ 782. annually to reach \$7,823.

You will need to prepare a LH Grant Agreement. The Idaho Attorney General will need to certify as to bond proceedings.

If we can be of any assistance to you, please call us.

Yours very truly,

Vern W. Yeates

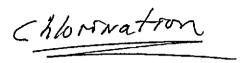
Ass't Dist. Director

authorized in said sections, and until so used, shall be used only as 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. Current 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.
- Debt Reserve Account. The Authority shall establish a part 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, 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.
  - (b) To make improvements or extensions to the housing.
- (c) For other purposes desired by the Authority which in the judgment of the Government likely will promote the loan or grant

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



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 an 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 Federal 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.

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	 		 	
Title			 	



## United States Postal Service

December 26, 1991

Mr. Dave Linden
Caldwell City Housing Authority
P O Box 70
Caldwell ID 83606-0070

Dear Dave,

I do not think it will be feasible to offer a solicitation for a Postal Service contract station in your area. Due to the fact that all mail for your address there comes as a common address( P O Box 70) and there are no individual addresses at the labor camp it falls under the criteria in the Domestic Mail Services Manual which I have enclosed and highlighted for you.

it seems it would continue to be part of the liability assumed with this type of operation where you are given the mail and the sortation and forwarding is part of your responsibility.

If I can be of any other assistance please call me at 383-4241.

Al Berner

Delivery & Retail Analyst Boise ID 83708-9334

encl:

153.243 Mail Which Must be Returned. Federal Government checks addressed to a deceased person should be returned to the mailing Federal agency without attempting delivery. Other mail endorsed "Return to Sender if Addressee is Deceased" should be returned also without attempting delivery.

#### 153.3 Jointly Addressed Mail

153.31 Delivery of Jointly Addressed Mail. Where mail is jointly addressed, for example, "Mr. and Mrs. John Doe" or "John and Jane Doe," neither party is entitled to control delivery of such mail over the objection of the other. Jointly addressed mail is delivered as addressed by the sender, as long as one of the addressees can receive it there.

153.32 Delivery of Mail Addressed to Husbands or Wives. Neither party may control delivery of mail addressed to the other. In the absence of specific delivery instructions, the mail must be delivered as addressed by the sender.

audress. If the forwarding address is unknown, the mail

Mail addressed to Persons at Hotels, Schools, etc. Mail addressed to persons at hotels, schools, and similar places is delivered to the hotel or school. If the addressee is no longer at that address, the mail is redirected to his current address. If the forwarding address is unknown, the mail is returned to the post office. For mail addressed to prisoners, see 115.97.

153.63 Registered Mail Addressed to Persons at Hotels and Apartment Houses. Registered mail addressed to persons at hotels and apartment houses is delivered to the persons designated by the management of the hotel or apartment house in a written agreement with the Postal Service. Form 3801-A must be executed for this purpose. If delivery of the registered mail has been restricted by the sender, it may not be delivered to the representative of the hotel or apartment house, unless the addressee has authorized that person in writing to receive his restricted-delivery mail. The authorization may be made on Form 3849, Form 3801, or by a letter to the postmaster.



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

PECEIVED DEG 3 0 1991 LOPE & LOPE RA

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

Items outing of the foot Al. Legal Served agreement #2. Inderin formery letter \* 3. Fuel plans & Spec's , 44. MN9 t. BLAN, MN9. Agreement - ROS, MAGA Agreened. 45. Exhibit A-1 "Lors ying INFO" × 6, Form 1924-13 "Estat Cost 1 (ARch) To The Proced landing List 8, Aprilanol. ? X9. Proposed waiting List - doblication. then Lette of conclutions can be concert this to to so so so av 64 m The deat Shot of Archiver to also pervise List Shot DO the prote of LANGOR for Job class Michtin DAVIS -BACOD WAGE Descendicher wont additional space 300 Pfr Asm.
Room (chine)

#### LEGAL SERVICES AGREEMENT

This Agreement entered into on this \_\_\_\_\_ day of November, 1991, between, HOUSING AUTHORITY OF THE CITY OF CALDWELL, a quasi-municipal corporation, hereinafter referred to as Owner, and WM. F. GIGRAY, JR., Attorney at Law, of the firm of Gigray, Miller, Downen & Wilper, Caldwell, Idaho, hereinafter referred to as Attorney, WITNESSETH:

WHEREAS, Owner is intending to replace and expand a portion of its present farm labor rental facilities in Canyon County, Idaho, and

WHEREAS, The Attorney agrees to perform all legal services necessary to review the actions, paper work, contracts and agreements and to perform all other customary legal services necessary to the financing and construction of the facility.

NOW, THEREFORE, In consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

#### SECTION A

#### LEGAL SERVICES

Attorney will perform such services as are necessary to accomplish the above recited objective, including, but not limited to the following:

1. General Yegal advice concerning all aspects of the financing and construction of the facility.

Legal Services Agreement - 1

- 2. Review of construction contracts, bid letting procedure, and surety and contractual bonds in connection therewith.
- 3. Preparation of documents as may be required for obtaining an interim loan preparatory to the construction of said facilities as may be necessary prior to final long term financing to be obtained by a grant and loan by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture.
- 4. Assistance in securing and cooperating with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the facility. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations, nor be responsible for the payment of bond counsel fees.

#### SECTION B

#### COMPENSATION

- 1. Owner will pay the Attorney for professional services rendered in accordance herewith, fees as follows:
- \$90.00 per hour for actual services rendered, said fees to be payable in the following manner and at the following times: Payable within thirty (30) days of billing.

#### SECTION C

#### OTHER PROVISIONS

- 1. That the Owner shall by appropriate resolution adopt and ratify this agreement.
- 2. Should the Owner fail to adopt and ratify this agreement by appropriate resolution within thirty (30) days from the date of the preparation, this agreement shall terminate and Owner shall not be liable to the Attorney for any payment.

HOUSING AUTHORITY OF THE CITY OF CALDWELL

Ву				
Its <sup>-</sup>	Chairman	•		· · · · · · · · · · · · · · · · · · ·

Wm. F. Gigray, Jr., of the Firm of Gigray, Miller, Downen & Wilper Residing at Caldwell, Idaho

#### CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Muller 21, 1991

(name)

(date)

Charine

### SKINNER, FAWCETT & MAUK

ATTORNEYS AT LAW

RICHARD A. SKINNER CHARLES W. FAWCETT WILLIAM L. MAUK W. CRAIG JAMES DENNIS GIBALA ROBERT E. KYTE CHRIS KRONBERG

515 SOUTH 6TH STREET POST OFFICE BOX 700 BOISE IDAHO 83701 TELEPHONE (208) 345-2654 TELECOPIER (208) 345-2668

November 11, 1991

Housing Authority of the City of Caldwell, Idaho c/o Donald E. Downen Post Office Box 640 Caldwell, Idaho 83606-0640

Re: Refunding Bonds

Ladies and Gentlemen:

We appreciate the opportunity to offer bond counsel services for the above project and want to assist in any way that we can to make this a successful project for the Housing Authority of the City of Caldwell, Idaho (the "Authority").

Our services would include review and analysis of financing options with FmHA, preparing a final draft of a Bond Resolution and consulting with the Authority on the implementation of that resolution. We would prepare all bond closing documents and tax certificates. We would also perform the necessary federal tax analysis as required to render our opinion on the exemption of bond interest from taxation. For those services we estimate our fees at \$4,000 to \$5,000, depending upon the exact structure of the financing, plus out-of-pocket costs which include travel, long distance telephone calls, postage, word processing/computer time, photocopies and similar items. Also, the cost of any bond printing, trustee or paying agent services, if required, and similar items are not our responsibility.

We look forward to working with you to complete a successful financing. If you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

SKINNER, FAWCETT & MAUK

RICHARD A. SKINNER

RAS/smj Enclosure Housing Authority of the City of Caldwell, Idaho November 11, 1991 Page -2-

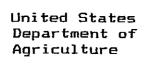
\* \* \* \* \* \* \*

The Housing Authority of the City of Caldwell, Idaho hereby consents to the foregoing proposal this <u>21st</u> day of NOVEMBER , 1991.

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

By '

Authorized Representative



Farmers Home Administration 704 Albany St., Suite 7 Caldwell, Idaho 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.

Farmers Home Administration is an Equal Opportunity Lender.
Complaints of discrimination should be sent to:
Secretary of Agriculture, Washington, D.C. 20250



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



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

#### EXAMPLES OF ACTIVITIES ADDRESSED BY FmHA INSTRUCTION 1940-Q

1. [A] is an applicant for a \$1,000,000 FmHA Rural Rental Housing Loan. [B] is an architectural firm retained by [A] for preliminary design studies. [A] has requested [B] to visit the FmHA State Office to discuss design options for use in developing an application.

This technical activity is specifically authorized for use of appropriated funds and does not need to be reported by [A] as a lobbying activity. However, if the visit includes any communication with FmHA officials on application issues that are not architecturally related, the activity is not exempt from the law.

- 2. [C] will be submitting a loan application in the amount of \$149,000 for a community facility. [C] has paid, with its own funds, [D], a consultant, to visit the National Office to help expedite the application when it is received.
  - [C] will not be required to submit a certification nor a disclosure form because the loan amount is less than \$150,000.
- 3. [E] is borrowing \$2,000,000 from FmHA to construct a hospital. The construction contract with [F] is in the amount of \$1,700,000. [F] has a mechanical subcontract with [G] in the amount of \$150,000.
  - [E] must submit a certification to FmHA at the time of the application. [F] must submit its certificate with the proposed bid to [E]. [G], having a subcontract of more than \$100,000, must submit a certificate to [F]. [E] and [F] will retain the certifications they received from the lower tier awardees.
- 4. [H] is a lender who has requested an 80 percent guarantee on a \$175,000 guaranteed loan for applicant [I]. [I] submitted the loan application without a signed statement from [H] because the guaranteed portion of the loan (80% of \$175,000) was less than \$150,000.

The amount that determines whether or not a statement is required from the lender is the total guaranteed loan (amount obligated = \$175,000); therefore, the application should have included a statement from [H]. [I] is not required to sign a certification.

FmHA Instruction 1940-Q Exhibit C Page 2

5. [J] is a long time FmHA borrower who submitted a Form SF LLL because she paid [K], a lobbyist, with her own funds, to visit Washington in an attempt to persuade a Member of Congress to increase the Farmer Programs budget for the next fiscal year.

The disclosure form is not required when the lobbying activity involves a program and not a specific application or award.

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### **DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMS

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

	<del></del>				
1. Type of Federal Actions	2. Status of Federal Actions		3. Report Type:		
a. contract	a. bid/offe	r:application	a. initial filing		
b. grant c. cooperative agreement	b. initial award		b. material change		
d. Ioan	€ post-aw	arģ	For Material Change Only:		
e. loan guarantee f. loan insurance	· •	*	year quarter date of last report		
			<u> </u>		
4. Name and Address of Reporting Enti	•	5. If Reporting Ent	tity in No. 4 is Subawardee, Enter Name Primer		
☐ Prime ☐ Subawar	dee , if known:		***************************************		
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		1			
Congressional District, d known:	<u> </u>	Congressional I	District if known: .		
6. Federal Department/Agency:	•	7. Federal Program	n Name/Description:		
`					
		CFDA Number, i	ıf applicable:		
8. Federal Action Number, if known:	1 10 10 10	9. Award Amount,	if known:		
-		\$			
10. A Name and Address of Lobbying En	lity	b. Individuals Perfor	ming Services (including address if		
tif individual, last name, first name,	Min	different from No. 10a)			
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12. Form of Payment (check all that apply,	) <b>:</b>	C commission			
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14. Brief Description of Services Barbarne	of as to be Resissed	ad and Day-(a) a(6-			
14. Brief Description of Services Performe or Memberts) contacted, for Payment	ndicated in Item 11	: दंग कार्व हेडाबरा श रूडा	nice meinanus diricentel emblokeetel		
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15. Continuation Sheet(s) SF-LLL-A attache	trach Continuation Sheet	(1) SECUL-A IF DECESSARY)			
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16. Information requested through the form at authorize	I by little 31 U.S.C.	Signature:	nut .		
section 1352. This disclosure of lobbying activities is a mill of fact upon which reliance wise placed by the tier	abore when this		7-R.J		
transaction was made or entered into. This disclosure is	edyined principality in	rint Names 1111	M. DAY		
31 U.S.C. 1352. This information will be reported to annually and will be available for public inspection. Any	person with fails to	rile CHAIRMA	<del>\</del>		
file the required discioning shall be subject to a civil penalty of not less than		Telephone No.:	Date: 11 21 91		
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#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the
  information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last
  previously submitted report by this reporting entity for this covered Federal action.
- 4 Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
  - the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and code of the prime Federal recipient. Include Congressional District, if known.
    - r the name of the Federal agency making the award or loan commitment. Include at least one organizational clow agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Ent he Federal program name or description for the covered Federal action (item 1). If known, enter the full g of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan smitments.
- # Inter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., kequest for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b)Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check ail boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minitues per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0346), Washington, D.C. 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OA18 0348-0046

Report <del>ing</del> Entity:		_ Page of
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