

HOUSING AUTHORITY

of the
CITY of CALDWELL
P. O. Box 70
Caldwell, Idaho 83605
(208) 459-2232
November 28, 1994

COMMISSIONERS MEETING

A G E N D A

1. 1994 Term expiration for Estella Zamora
2. Information regarding community development and training goals for Farmway Village. If funding is provided by the State, implementation could begin in early '95. The sheet dated November 8, 1994, describes, in a limited way, the background of Dr. Ryan Hulbert.
3. Comments on plans... Ray Crowder
4. Bank signature cards for all to sign-
5. October '94 financial statement

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Commissioners Meeting

11-30-94

Present - Lew, Dave & Don

also - Roy
not Present - Estella & Paul

1. Call Estella

2. Plans are behind from FMHA

3. Include preparation of Bid documents
on Engineering Agreement

4. Sign cards

5. Motion: Authorize Chairman to sign
Engineering Agreement of Bid Documents

1. Make recommendation

date for Bidding 2. Advertising

approx. March 1 3. Bidding with Bidding
& Contract award

1. Lew

2. Dave Carral

Hardcastle bid

should we give OK

6. Motion: Oct. Financial Statement

1. Lew

2. Dave

Carral

HOUSING AUTHORITY

of the
CITY of CALDWELL
P. O. Box 70
Caldwell, Idaho 83605
(208) 459-2232
December 1, 1994

COMMISSIONERS MEETINGGGG
11/28/94

PRESENT: All, less Estella Zamora & Paul Okamura, Also Ray Crowder

1. ESTELLA ZAMORA Estella wasn't present to be renominated, the secretary will communicate very soon with Estella concerning her views for another term.
2. ENGINEERING AGREEMENT with JUB. Motion by Lew Kerfoot and seconded by Dave Cornwell to Authorize the Chairman to sign Engineering Agreement. After the following conditions:
 1. JUB will prepare and handle all bid documents
 2. JUB will make recommendations to the board, prepare advertising and assist with the bidding and contract award.
 3. JUB will make every effort to prepare design to coincide with Architects bidding schedule of March 1, 1995 or earlier.Motion carried.
3. MOTION A motion by Lew Kerfoot and seconded by Dave Cornwell to accept the October, 1994 financial statement. Motion carried.
4. HARDCASTLE BID Hardcastle advised us of a price increase for PVC pipe soon. Since FmHA approved, via Larry Stachler, of making a contract with Hardcastle for this work, it is a smaller job, the commissioners want to be advised of this bid price when it is received. If it is approved soon enough it could account for an approximate \$3000.00 saving in the purchase of 4800 ft of pipe.

3. New Signature cards signed
over

Motion: Chairman has authority
to recommend Estelle for Mayor
if she is in agreement.

1. Lee

2. Dur

Carroll

Psychological Associates, P. A.

in association with

Business Psychology Associates

FARMWAY VILLAGE

HEALTH REALIZATION COMMUNITY EMPOWERMENT and PREVENTION TRAINING

The principles and methods of Community Empowerment Health Realization have demonstrated high levels of success in improving parent-child relationships, reducing delinquency, increasing school performance, decreasing substance abuse problems and building a sense of community pride in formerly troubled communities. Its success is related to a systematic application of a wellness model of human functioning, and has the potential to positively influence a wide range of systems which play a role in community prevention. These systems include but are not limited to:

- **parenting education**
- **teacher training**
- **job development**
- **interagency coordination and outreach**
- **community organization**
- **school climate improvement**
- **youth and family counseling**

Psychological Associates offers to facilitate such a community empowerment and prevention process for the residents of Farmway Village. Farmway Village is a low-income, farm labor housing project located between Caldwell and Notus in southwest Idaho. It currently has slightly over 1,100 residents, 400 of whom are under age 18, and is expected to increase to 1,560 in 1995 upon completion of new construction to begin in March 1995. It has been selected as the site for consideration for the first such training in Idaho upon mutual agreement between the training facilitators and Farmway Village director, David Linden. It is anticipated that the success of the training would allow Farmway Village to serve as a model for other communities in Idaho who may want to begin such a process of community empowerment and prevention.

The underlying premise of all program components is that, regardless of their background or history of problems, everyone is capable of functioning at higher levels of well-being and positive motivation both personally and in their relationships. The realization of health is assisted when conditions in the educational, social, and cultural environment are conducive to bringing these potentials to the surface.

PHASE I. TRAINING THE TRAINERS

The first phase of such a systematic community empowerment process is a training of interested Farmway Village leaders, residents, and representatives of agencies serving Farmway Village residents in the principles and methods of Community Empowerment Health Realization. The proposed training will be built on a Training of Trainers model where participants in the training will learn how to apply the principles and methods of

Health Realization in their own lives, and in turn with those they are attempting to reach. An underlying philosophy of the model is that trainees are effective in working in the community when they consistently serve as role models of more healthy functioning.

The training facilitators are Ryan Hulbert, Ph.D. and Vicki Johnson, Ed.D. Upon completion of 15 hours of training and the accompanying 30 hours of practical experience and consultations, the participants will be prepared to then provide training to people they are trying to reach in the community. (For those interested in non-degree continuing education credit, the training will qualify for 15 contact hours. For participants interested in pursuing academic degrees, 1 hour of college credit will be available.)

PHASE II. COMMUNITY DEVELOPED GOALS

Those community leaders and representatives who have received the training will be assisted by Dr. Hulbert and Dr. Johnson in developing long and short term goals for community enhancement and empowerment. Ongoing training will be provided for those individuals along with Phase I training for newly identified interested community members. The facilitators will support and assist the health promotion process as it unfolds while allowing the **pace and specific solutions to be developed by the community itself.**

PHASE III. IMPLEMENTATION, LONG-TERM REFINEMENT, AND FOLLOW-UP

As community developed strategies become implemented, ongoing assistance will be provided by Dr. Hulbert and Dr. Johnson in solution-oriented consultation, program evaluation and technical assistance.

Psychological Associates, P.A.
in association with
Business Psychology Associates

November 8, 1994

Idaho Juvenile Justice Commission

Re: Community Prevention and Empowerment

Psychological Associates offers to facilitate a process of community mental health prevention and empowerment to residents of Farmway Village, a low income farm labor housing project in southwest Idaho. Psychological Associates has been in existence in Idaho since 1974. We have provided mental health and substance abuse assessment, treatment, and consultation services since that time.

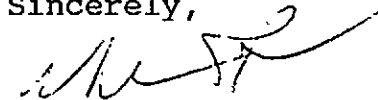
The addition of Dr. Ryan Hulbert to our staff a year ago has brought an additional resource. He has a doctorate in clinical/community psychology, with subspecialties in rural mental health and alcoholism services, plus international research experience in motivation enhancement. Dr. Hulbert also has excellent experience with techniques of Health Realization training which has proven particularly effective in empowering communities to handle community problems.

Health Realization training has proven effective in settings including low income housing projects, high crime areas, and communities with drug and alcohol abuse problems in several locations throughout the United States. Similar programs have succeeded in first empowering local leaders and agency staff and, ultimately, the general community in being able to address community problems. The Farmway Village training would be the first use of this process in Idaho.

Dr. Hulbert will be assisted by Dr. Vicki Johnson, director of graduate studies at Albertson College of Idaho. Dr. Johnson has formerly served as student and minority affairs officer for the Idaho State Board of Education, and director of counseling, advising, and health services at Lewis-Clark State College.

We appreciate the Idaho Juvenile Justice Commission for your consideration of this exciting opportunity.

Sincerely,



Whit Jones,
Company President

WJ/mb



Engineers Surveyors Planners

J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

18905

J-U-B Project No. _____

THIS AGREEMENT entered into this 29th day of Nov., 1994, between Housing Authority of Caldwell hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation of Boise, Idaho, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS, the CLIENT intends to construct an upgrade to the existing wastewater treatment plant

hereinafter referred to as the PROJECT;

NOW, THEREFORE, the CLIENT and J-U-B in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

The CLIENT will furnish to J-U-B, as required for performance of J-U-B's services, data prepared by or services of others, if available, including, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, surveys of record, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations as may be available, all of which J-U-B may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services under this Agreement.

In addition, the CLIENT will furnish to J-U-B _____

SERVICES TO BE PERFORMED BY J-U-B

J-U-B will design the upgrade to the wastewater treatment plant and submit the design to reviewing agencies, periodically monitor the construction as requested by the owner, assist the owner with pay estimates.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said services as follows: In a timely manner.

BASIS OF FEE AND BILLING SCHEDULE

The CLIENT will pay J-U-B for their services and reimbursable expenses as follows: Design services for a lump sum fee of \$17,440 at time of submittal of design to reviewing agencies. Construction services on a time and materials basis per J-U-B's fee schedule, with an estimated of \$8,710.00.

File Folder Title Housing Authority of Caldwell

Remarks _____

The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE TERMS AND CONDITIONS, INCLUDING RISK ALLOCATION, ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.

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

CLIENT: Housing Authority of Caldwell

NAME P.O. Box 70

STREET Caldwell ID 83606

CITY STATE ZIP CODE

BY (Signature) _____

NAME TITLE

BY (Signature) _____

J-U-B: 250 S. Beechwood Avenue, Suite 201

STREET Boise ID 83709

CITY STATE ZIP CODE

BY (Signature) Ernan D. Donaldson, P.E., Asst. Area Mgr.

NAME TITLE

DISTRIBUTION: White - J-U-B Corporate File
Yellow - J-U-B Office File
Pink - J-U-B Project File
GoldenRod - CLIENT File

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

J-U-B shall provide for CLIENT professional engineering and/or land surveying services in all phases of the Project to which this Agreement applies. These services will include serving as CLIENT's professional engineering or land surveying representative for the Project, providing professional consultation and advice in accordance with generally accepted professional practices for the intended use of the Project and makes no other **WARRANTY EITHER EXPRESSED OR IMPLIED.**

J-U-B shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by J-U-B.

J-U-B has not been retained to supervise, direct or have control over Contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, J-U-B can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

In soils investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted practice of the professional services being provided and makes no other **WARRANTIES EXPRESSED OR IMPLIED,** or as to the professional advice furnished by others.

Resetting of survey and/or construction stakes shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided in this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of J-U-B's experience and qualifications and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. J-U-B's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by J-U-B pursuant to this Agreement are instruments of service in respect of the Project and J-U-B shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by J-U-B for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to J-U-B and CLIENT shall indemnify and hold harmless J-U-B from all claims, damages, losses and expenses arising out of or resulting therefrom.

CONTROLLING LAW

This Agreement is to be governed by the law of the State of Idaho, principal place of business of J-U-B.

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and J-U-B are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and J-U-B, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and J-U-B and not for the benefit of any other party.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due J-U-B for services and expenses within ten (10) days after receipt of J-U-B's statement therefor, the amounts due J-U-B will be increased at the rate of 1% per month from said tenth day, and in addition, J-U-B may, after giving ten days' written notice to CLIENT, suspend services under this Agreement until J-U-B has been paid in full all amounts due for services, expenses and charges.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, J-U-B will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by J-U-B.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the project and J-U-B's total fee for services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for all injuries, claims, expenses, damages or claims expenses arising out of this agreement from any cause, shall not exceed the fees for services rendered on this Project. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability and breach of this Agreement.

HAZARDOUS WASTE AND ASBESTOS

In consideration of the unavailability of professional liability insurance for services involving or related to hazardous waste elements of this Agreement, or for the removal or encapsulation of asbestos, it is further agreed that the CLIENT shall indemnify and hold harmless J-U-B and their consultants, agents and employees from and against all claims, damages, losses and expenses direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court, mediation or arbitration costs, arising out of or resulting from the performance of the work by J-U-B, or claims against J-U-B related to hazardous waste or asbestos activities.

MEDIATION BEFORE LITIGATION

No action or lawsuit shall commence nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, J-U-B, and/or other Parties of Real Interest have commenced, participated in and concluded nonbinding mediation, pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

STATEMENT OF REVENUES
FOR THE TEN MONTHS ENDED OCTOBER 31, 1994
(UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1994 BUDGET	REMAINING BUDGET
Dwelling rent	\$39,869	\$401,704	\$399,174	\$ (2,530)
Non-dwelling rent	740	7,400	8,500	1,100
Other project income	774	7,684	8,000	316
Interest income	109	7,165	7,000	(165)
Total revenues	\$41,492	\$423,953	\$422,674	\$ (1,279)

STATEMENT OF EXPENDITURES
FOR THE TEN MONTHS ENDED OCTOBER 31, 1994
(UNAUDITED)

	CURRENT MONTH	YEAR TO DATE	1994 BUDGET	REMAINING BUDGET
Management salaries	\$ 4,718	\$ 45,451	\$ 54,340	\$ 8,889
RM & R salaries	5,838	54,608	61,342	6,734
Electricity	1,219	13,546	15,000	1,454
Unemployment tax	279	2,785	3,000	215
State retirement & FICA	2,701	18,126	20,537	2,411
Other management expense	1,068	23,045	16,400	(6,645)
Water, irrigation		2,098	1,950	(148)
Insurance - Blue Cross	1,998	22,078	26,856	4,778
Insurance - other	2,787	22,069	26,965	4,896
Legal and accounting	552	9,066	11,250	2,184
Repairs and maintenance	4,007	67,383	57,114	(10,269)
Sanitation & lawn care	4,245	41,054	37,565	(3,489)
Debt retirement	2,197	21,961	26,355	4,394
Debt reserve	4,000	56,000	64,000	8,000
Bank charges	46	446		(446)
Total expenditures	\$35,655	\$399,716	\$422,674	\$ 22,958

See accountants' compilation report.

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

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

GENERAL FUND:

	<u>CHECKING</u>	<u>PETTY</u>	<u>CHANGE</u>	<u>SECURITY DEPOSITS</u>	<u>SAVINGS</u>
Beginning of month	\$67,784	\$100	\$ 656	\$20,062	\$1,018
Deposits:					
Operations	63,132				
Change fund	19,814		19,814		
Interest	80			29	
Transfers					
Disbursements:					
Operations	(62,524)			(11)	
Change fund	(19,814)		(19,814)		
Transfers	(4,000)				
End of month	64,472	<u>\$100</u>	<u>\$ 656</u>	<u>\$20,080</u>	<u>\$1,018</u>
Less: Accounts payable	<u>(15,447)</u>				
Available after payment of current period payables	<u>\$45,025</u>				

OTHER FUNDS:

	<u>CONSTRUCTION CHECKING</u>	<u>O & M FUND RESTRICTED SAVINGS</u>	<u>DEBT SERVICE FUND SAVINGS</u>	<u>DEBT RESERVE FUND RESTRICTED SAVINGS</u>
Beginning of month		\$2,505		\$241,378
Deposits:				
Operations				
Transfers				4,000
Interest				
Disbursements:				
Operations				
Transfers				
Interest				
Debt retirement				
End of month		<u>\$2,505</u>		<u>\$245,378</u>

See accountants' compilation report.