

HAYDEN URBAN RENEWAL AGENCY  
8930 North Government Way  
Hayden, ID 83854  
208-664-6942  
[www.haydenurbanrenewalagency.com](http://www.haydenurbanrenewalagency.com)

**SPECIAL MEETING**  
City Hall  
City Council Chambers

August 8, 2023  
12:00 p.m.

**AGENDA**

CALL TO ORDER  
ROLL CALL OF BOARD MEMBERS  
PLEDGE OF ALLEGIANCE  
ADDITIONS OR CORRECTIONS TO THE AGENDA  
CALL FOR CONFLICTS OF INTEREST

CONSENT CALENDAR (ALL ITEMS ON THE CONSENT CALENDAR ARE ACTION ITEMS)

1. Bills

EXECUTIVE SESSION

1. Discuss legal options in accordance with Idaho Code 74-206(1)(f)

NEW BUSINESS

1. 58 E. Orchard Lease (ACTION ITEM)

NEXT MEETING

September 11, 2023 – Regular Meeting

(Note: August meeting has been cancelled.)

ADJOURNMENT (ACTION ITEM)

INVOICE REGISTER REPORT FOR CITY OF HAYDEN  
 EXP CHECK RUN DATES 08/07/2023 - 08/07/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: 301

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0139 - ANDERSON BROTHERS CPA'S:							
9813 43309	ANDERSON BROTHERS CPA'S FINAL AUDIT BILLING 300-241-53101	06/30/2023 apowers	08/07/2023	800.00	800.00	Open	N 08/07/2023
	AUDIT			800.00			
	Total for vendor 0139 - ANDERSON BROTHERS CPA'S:			<u>800.00</u>	<u>800.00</u>		
Vendor 0185 - BREDESON LAW GROUP:							
1111 43311	BREDESON LAW GROUP REVIEW COMMISSIONERS' PACKET, ATTEND 300-241-53102	07/16/2023 apowers	08/07/2023	800.00	800.00	Open	N 08/07/2023
	LEGAL/PROFESSIONAL SERVICES			800.00			
	Total for vendor 0185 - BREDESON LAW GROUP:			<u>800.00</u>	<u>800.00</u>		
Vendor 0028 - CITY OF HAYDEN:							
POSTAGE JUL 2023							
43306	CITY OF HAYDEN HURA POSTAGE JULY 2023 300-200-21402	07/31/2023 apowers	08/07/2023	0.60	0.60	Open	N 08/07/2023
	HURA PAYABLE TO CITY OF HAYDEN			0.60			
000.101120.002 43307	CITY OF HAYDEN 58 E ORCHARD SEWER 300-241-54100	07/15/2023 apowers	08/07/2023	110.00	110.00	Open	N 08/07/2023
	HURA UTILITIES			110.00			
STAFF SUPPORT 07/23							
43310	CITY OF HAYDEN HURA CITY STAFF SUPPORT JULY 2023 300-200-21402	07/31/2023 apowers	08/07/2023	301.35	301.35	Open	N 08/07/2023
	HURA PAYABLE TO CITY OF HAYDEN			301.35			
REIMB COH 0157633							
43313	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVITY 300-899-59913	11/10/2023 apowers	08/07/2023	3,330.00	3,330.00	Open	N 08/07/2023
	HURA SEWER RAMSEY RD DESIGN PHASE 3			3,330.00			
REIMB COH 0158389							
43314	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVITY 300-899-59913	12/14/2023 apowers	08/07/2023	15,540.50	15,540.50	Open	N 08/07/2023
	HURA SEWER RAMSEY RD DESIGN PHASE 3			15,540.50			
REIMB COH 0159132							
43315	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVIT 300-899-59913	01/10/2023 apowers	08/07/2023	7,992.00	7,992.00	Open	N 08/07/2023
	HURA SEWER RAMSEY RD DESIGN PHASE 3			7,992.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
REIMB COH 0159919							
43316	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVITY apowers 300-899-59913	02/08/2023 HURA SEWER RAMSEY RD DESIGN PHASE 3	08/07/2023	8,983.50	8,983.50	Open	N 08/07/2023
REIMB COH 0160510							
43317	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVITY apowers 300-899-59913	03/06/2023 HURA SEWER RAMSEY RD DESIGN PHASE 3	08/07/2023	6,790.00	6,790.00	Open	N 08/07/2023
REIMB COH 0161794							
43318	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVITY apowers 300-899-59913 300-899-59914	04/18/2023 HURA SEWER RAMSEY RD DESIGN PHASE 3 HURA RAMSEY RD SEWER PHASE 3 CONSTRUCTIO	08/07/2023	10,503.38 2,655.28 7,848.10	10,503.38	Open	N 08/07/2023
REIMB COH 0162513							
43319	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVITY apowers 300-899-59913 300-899-59914	05/10/2023 HURA SEWER RAMSEY RD DESIGN PHASE 3 HURA RAMSEY RD SEWER PHASE 3 CONSTRUCTIO	08/07/2023	21,483.50 19,571.50 1,912.00	21,483.50	Open	N 08/07/2023
REIMB COH 0163988							
43320	CITY OF HAYDEN REIMBURSEMENT FOR RAMSEY RD GRAVITY apowers 300-899-59913 300-899-59914	07/19/2023 HURA SEWER RAMSEY RD DESIGN PHASE 3 HURA RAMSEY RD SEWER PHASE 3 CONSTRUCTIO	08/07/2023	49,637.30 26,903.50 22,733.80	49,637.30	Open	N 08/07/2023
REIMB COH REMODEL							
43321	CITY OF HAYDEN REIMBURSEMENT FOR CITY HALL REMODEL apowers 300-899-59915	08/04/2023 HURA CITY HALL REMODEL	08/07/2023	250,000.00 250,000.00	250,000.00	Open	N 08/07/2023
Total for vendor 0028 - CITY OF HAYDEN:				374,672.13	374,672.13		
<hr/>							
Vendor 0230 - WELCH COMER & ASSOCIATES INC.:							
41388000-006							
43308	WELCH COMER & ASSOCIATES INC. HURA- GENERAL SERVICES 300-248-53205	07/13/2023 apowers HURA EXECUTIVE DIRECTOR CONTRACT	08/07/2023	4,799.99 4,799.99	4,799.99	Open	N 08/07/2023
Total for vendor 0230 - WELCH COMER & ASSOCIATES INC.:				4,799.99	4,799.99		
# of Invoices:	15	# Due:	15	Totals:	381,072.12	381,072.12	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				381,072.12	381,072.12		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	300 - HAYDEN URBAN RENEWAL AGENCY			381,072.12	381,072.12		
--- TOTALS BY DEPT/ACTIVITY ---							
	200 - OTHER LIABILITIES			301.95	301.95		
	241 - OPERATING & ADMINISTRATIVE			1,710.00	1,710.00		
	248 - PROFESSIONAL SERVICES			4,799.99	4,799.99		
	899 - CAPITAL PURCHASES/PROJECTS			374,260.18	374,260.18		

To Whom This May Concern:

I know that we have been behind and life has been a roller coast I Christie Janusz went through some medical stuff and having a lot of seizures, which now I am on medicine for ~~seizures~~. I am also back to work, during this time my boyfriend ~~is~~ Robert Spang (even though makes great money) was being garnished. All of this is behind us, I have a full time job and he is no longer being garnished. We would like to start by apologizing for it getting so bad, we have 100% faith this will never happen again. We would love to start anew and through our actions show that we want to be ahead and stay ahead. We also hope that through seeing the property you see we appreciate through what we do w/ the land that we really like the home we live in. Thank you again and we hope you chose to keep us!

Christie  
Janusz  
RS

CERTIFIED MAIL :7020 0090 0000 3562 6967

**THIRTY-DAY NOTICE TO MOVE OUT**  
**TERMINATION OF THE LEASE**

**To: Robert Spang & Christi Januuz as Tenants**  
**58 E. Orchard Ave**  
**Hayden, Idaho 83835**

YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT AS OF THIS DATE, YOU ARE BEING SERVED .  
THIS IS YOUR 30 DAY NOTICE TO MOVE from that certain rental **58 E. ORCHARD AVE HAYDEN, ID**  
Between you as tenant and **RPBTLM** **Resort Props by the Lake as Landlord as follows**

FOR MARCH, APRIL MAY AND JUNE UNPAID RENT OF \$6500.00 + LATE FEES  
DEMAND IS HEREBY MADE THAT YOU MOVE FROM THE ABOVE LISTED PROPERTY BY NO LATER  
THAN **AUGUST 11, 2023**  
IF YOU ARE NOT OUT BY **AUGUST 11 2023** **LEGAL PROCEEDINGS MAY OR WILL BE BROUGHT AGAINST YOU**

WITHIN THIRTY (30) DAYS OF THE SERVICE OF THIS NOTICE.

If you do not fully remove yourself and your belongings from the property listed above or vacate within thirty (30) days of this notice, , a lawsuit for eviction and/ or damages may be commenced against you without further notice.

The prevailing party in such an action will be entitled to an award of attorney fees and costs, pursuant to Idaho Code Section §6-324.

Dated this 12<sup>th</sup> Day of July. 2023

By: **JT CORCORAN**  
RESORT PROPERTIES BY THE LAKE MANAGMENT

STATE OF IDAHO )  
 ) ss  
County of Kootenai \_\_\_\_\_)

\_\_\_\_\_ 'being first duly sworn upon oath, deposes and says: I

am over the age of eighteen ( 18) years, and am competent to testify to the matters set forth herein. I served a copy of the foregoing notice upon \_\_\_\_\_ at \_\_\_\_\_ o'clock on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 the \_\_\_\_\_ manner required by Idaho Code §6-304.

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Due FY 23			Paid FY 23			Difference	Notes
Date	Monthly	Cumulative*	Date	Paid	Cumulative		
1-Oct-22	\$1,625	\$1,625	10/12/2022	\$1,625	\$1,625		
1-Nov-22	\$1,625	\$3,250	11/17/2022	\$1,625	\$3,250		
1-Dec-22	\$1,625	\$4,875	1/18/2022	\$1,625	\$4,875		
1-Jan-23	\$1,625	\$6,500	2/3/2022	\$1,625	\$6,500		
1-Feb-23	\$1,625	\$8,125	2/23/2022	\$1,625	\$8,125		
1-Mar-23	\$1,625	\$9,750			\$8,125		Not paid
1-Apr-23	\$1,625	\$11,375			\$8,125		Not Paid
1-May-23	\$1,625	\$13,000	5/5/2023	\$650	\$8,775		Paid 1/2
1-Jun-23	\$1,625	\$14,625			\$8,775		Not paid
1-Jul-23	\$1,625	\$16,250	7/1/2023	\$2,275	\$11,050	(\$5,200)	
<b>1-Aug-23</b>	<b>\$1,625</b>	<b>\$17,875</b>	<b>?</b>	<b>\$6,491</b>	<b>\$17,541</b>	<b>(\$334)</b>	<b>Projected</b>
1-Sep-23	\$1,625	\$19,500			\$17,541		
<b>Total</b>	<b>\$19,500</b>			<b>\$17,541</b>			

\*Total Due does not include late fees.

# RESORT PROPERTIES BY THE LAKE MANAGEMENT

Residential Lease Agreement

Apartment-Condominium-House



This is a continuation of the existing lease:

By this Agreement made and entered into on **OCTOBER 1st, 2021** Between **RESORT PROPERTIES BY THE LAKE MANAGEMENT** (aka) **RPBTLM** herein referred to as Lessor, AND **Robert Spang and Christie Janusz** herein referred to as Lessee.

1. Lessee the premises situated at **58 E Orchard, Hayden ID KOOTENAI, STATE OF IDAHO 83835** and more particularly described as follows **4 BEDROOMS & 2 BATH HOME**, together with all appurtenances, for a term of **12MONTHS**, to commence on **OCTOBER 1<sup>ST</sup> 2021**, Ending on September 30, **2022**.
2. **Rent:** Lessee agrees to pay, without demand, to Lessor as rent for the demised premised the sum of **\$1625.00** of which **\$ 100 goes security deposit** per month on the **FIRST (1<sup>st</sup>)** day of each calendar month and **LATE** after the **5<sup>th</sup>** of the Month beginning October 1<sup>st</sup> 2021
3. **Payable to: RESORT PROPERTIES BY THE LAKE MANAGEMENT (RPBTLM)—MAIL TO: P.O. BOX 3843 COEUR D'ALANE, IDAHO 83816 or 13965 N. OHIO ST.RATHDRUM, IDAHO 83858**
4. **LATE PAYMENTS:** For any rent payment not paid by the **5<sup>th</sup>** of each Month, the Lessee shall pay a late fee in the amount of **One Hundred Dollars (\$100)**, please mail payment early and if needed postdate check with a note attached.
5. **Returned Checks:** If, for any reason, a check issued by Lessee to Lessor is returned unpaid, Lessee will pay a charge of **ONE HUNDRED DOLLARS (\$100)** as additional rent and also **BE REQUIRED TO PAY LATE FEE** if process is after the **5<sup>th</sup>** of the Month. After second time a Check is Returned the Lessee will be required to pay said rent with Cashier's Check or Money Order thereafter.
6. **Security Deposit:** On execution of this lease, Lessee is responsible for all deposits to Lessor. The Lessee shall pay the Lessor a Security Deposit in the Amount of **\$ .00**, as security for the faithful performance by Lessee of the terms hereof, to be returned, without interest (Except where required by law), to Lessee Contingent of Move Out Condition
7. **Quiet Enjoyment:** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.
8. **Use of Premises:** The demised premises shall be used and occupied by Lessee exclusively as a Private Residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a Private Residence. Lessee shall comply with all sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises, including sidewalks connected thereto, during the term of this lease.
9. **Number of Occupants:** Lessee agrees that the demised premises shall be occupied by no more than 6 person(s), consisting of 4 Adults and 3 Child, without the written consent of Lessor.



# RESORT PROPERTIES BY THE LAKE MANAGEMENT

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*Residential Lease Agreement*

*Apartment-Condominium-House*



- 10. Condition of Premises:** Lessee stipulates that he/she has examined the demised premises, and storage/carport area and that they are, at the time of this lease, in good order, repair, and safe/clean tenantable condition. Tenants have been given a Move-In Condition Checklist, **which is required to be returned to RPBTLM no later than 30 days after Move-In.**
  
- 11. Keys:** Lessee will be given **2 Key(s)** to the premises, **0 Mailbox keys, 0 Garage Door Opener.** All keys must be returned, at the termination of the lease, to Lessor, Lessee will be charged **SEVENTY FIVE (\$75.00)** if said keys are not returned.
  
- 12. Locks:** Lessee agrees **NOT** to change locks on any door(s) without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the lock(s) and provide Lessor with one (1) duplicate key.
  
- 13. Lockout:** If Lessee becomes locked out of premises after Managements regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.
  
- 14. Parking:** Any parking that may be provided is strictly self-park and is at owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or it's contents. Snow removal is the responsibility of the vehicle owner.
  
- 15. Assignment and Subletting:** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting by operation of law, shall be void and shall, as Lessor's option, terminate this lease.
  
- 16. Alterations and Improvements:** Lessee shall make no alterations to the demised premises or construct any building or make other improvements on the demised premises without written consent of Lessor. All alterations, changes, and improvements built, constructed or placed on the demised premises by Lessee, with the exception of fixtures, removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
  
- 17. Damage to Premises:** If the demised premises or any part thereof shall be partially damaged by fire or other casualty not due to the Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been unlivable; but if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent or visitor to the extent that the

# RESORT PROPERTIES BY THE LAKE MANAGEMENT

Residential Lease Agreement

Apartment-Condominium-House



Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of damage.

18. **Dangerous Materials:** Lessee shall not keep or have on the leased premises any article or anything of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by and responsible insurance company.
  
19. **Utilities:**  
LESSEE shall be responsible for arranging for and paying for all utility services required on the premises.  
EXCEPT, NONE.
  
20. **Right of Inspection:** Lessor and his/her agents shall have the right at all reasonable times during the terms of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. RPBTLM does have the right to do a walk thru of the premises with a 24 hour notice, either by phone or written. A drive by is done on a weekly basis should there be any issues with outside appearance you will be notified either by door hanger or written notification by RPBTLM.
  
21. **Maintenance and Repair:** Lessee will, at his sole expense, keep and maintain leased premises and appurtenances in good and sanitary condition and repair during the term of the this lease, and any renewal thereof. In particular, Lessee shall keep the fixtures in the premises in good order and repair, walkways and covered parking free from debris; and at his/her sole expense, shall make all required repairs to the plumbing, appliances, apparatus and electric/gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste or neglect or that of his/her employee, family, agent or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his/her employee, family, agent or visitor, shall be responsibility of Lessor or his agents. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor. All maintenance issues not the result of the Lessee must me called into RPBTLM office.
  
22. **Insurance:** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's personal possessions or Lessee's negligence. Lessee shall obtain personal Renters Insurance policy to cover damage or loss of personal possessions, as well as losses resulting from his/her negligence. **Tenants are Advised to purchase Renters Insurance \_\_\_\_\_(Please Initial)**
  
23. **Pets:** Pets are 2 DOGS at this Property.
  
24. **Display of Signs:** During the last 60 days of this lease, Lessor or his/her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
  
25. **Holdover by Lessee:** Should Lessee remain in possession of the demised premises with the consent of the Lessor after the expiration of this lease, a new Month-to-Month tenancy shall be created between Lessor and Lessee, which shall

# RESORT PROPERTIES BY THE LAKE MANAGEMENT

Residential Lease Agreement

Apartment-Condominium-House



be subject to all of the terms and conditions hereof but shall be terminated on 30 days written notice served by either Lessor or Lessee.

26. **Notice of Intent to Vacate:** Lessor and Lessee shall advise each other, in writing, of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in terms of this Agreement. Should Lessee not give a 30 Day notice to vacate in writing, the security deposit(s) will not be refunded. This includes a Month-to-Month contract as well.
27. **Surrender of Premises:** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in good condition as they were upon commencement of this lease, reasonable use and wear thereof and damages by the elements accepted. Lease officially stops once keys have been returned to RPBTLM office. A walk through will be conducted once keys have been received, please call RPBTLM office to schedule exit.
28. **Default:** If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited and Lessor may re-enter the premises and remove all persons from there. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within **3 days** of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonable likely to affect such correction within a reasonable time.
29. **Abandonment:** If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may at his/her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever, and may, at his/her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then expired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease by during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, the Lessor may consider any personal property belonging to Lessee and left of the premises to also have been abandoned, in which case the Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
30. **Binding Effect:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
31. **Radon Gas Disclosure:** As Required by law, (Landlord)(Seller) makes the following disclosure: "Radon Gas is naturally radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in

# RESORT PROPERTIES BY THE LAKE MANAGEMENT

Residential Lease Agreement

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buildings in every state. Additional information regarding Radon and Radon testing may be obtained from your county public health unit."

32. **Lead Paint Disclosure:** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint."

33. **Severability:** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid or enforceable, than shall be deemed to be written, construed and enforced as so limited.

Lessor: \_\_\_\_\_

RBTLM

Date

Lessee: \_\_\_\_\_

ROBERT SPANG

Date

Lessee: \_\_\_\_\_

CHRISTIE JANUSZ

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person. **NOTICE:** Contact your local Real Estate Board for additional forms that may be required to meet your specific needs.

# RESORT PROPERTIES BY THE LAKE MANAGEMENT

Residential Lease Agreement

Apartment-Condominium-House



## SUMMARY OF LEASE AGREEMENT

1. Tenants are to maintain lawns and snow removal.
2. Tenants are advised to purchase renters insurance.
3. You **MUST** report any **Maintenance** issues to **RPBTLM** immediately.
4. No smoking inside the home or garage, if detected on move out, loss of all deposits will result, also any charges for damages will apply over and above the deposit.
5. No pets or other occupants are allowed without first contacting in writing for permission. If pets were noted without prior authorization, loss of full deposit and any damages will be charged.
6. Garage is for the sole purpose of auto and personal belonging storage, NO business of any kind shall be run from this property.
7. No trailers, boats or RV's without written permission.
8. No more than **2** vehicles. License Plate # \_\_\_\_\_
9. 30 day notices must be given in writing including Month to Month Contracts, notices not given will result in a forfeit of Deposit.
10. Rent is due in the **1<sup>st</sup>** of each Month, a late fee of **One Hundred Dollars (\$100)** will be assessed on the **6<sup>th</sup>** of the Month.
11. **NSF** checks will be charged a fee of \$100.00.
12. Security Deposits cannot be used as last month's rent.
13. Once you have vacated the property please return all keys and garage door clickers with your forwarding address. Resort Properties by the Lake Management has 30 days to return deposits along with a statement of deductions, if any apply. Please call the office (208-765-1222) one week before vacating so that we may advise on key return.
14. Unit must be in a **Re-Rentable** condition and carpets professionally cleaned and provide RPBTLM a receipt with the return of keys, if RPBTLM does not receive said receipt we will have the carpets cleaned at your expense.
15. Once you have vacated and keys have been returned we will schedule an Exit walk through and will be compared to the Move-In check list.

Robert Spang  
Print

Christie Janusz  
Print

RS 10-7-21  
Sign Date

Christie Janusz 10/7/21  
Sign Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Address or Legal Description of Subject Property. SEE ORCHARD y, Hayden, ID

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - (ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)



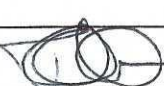
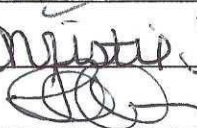
- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
  - (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f)  Agent has informed the seller of the seller's obligations under 42 U.S.C.4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	_____	Date		_____	Date
Seller			Buyer		12-7-21
	_____	Date		_____	Date
Seller		10/7/21	Buyer		10/7/21
_____	_____	Date	_____	_____	Date
Seller's Agent			Buyer's Agent		

“””””””””” **THREE-DAY NOTICE TO CURE DEFAULT OR QUIT PREMISES**

To: ROBERT SPANG & CHRISTIE JANUSZ

**YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT** of that certain rental located at **58 EAST ORCHARD, HAYDEN ID 83835**

**(Lease) agreement dated OCTOBER 1<sup>ST</sup> 2021 between you as tenant and RESORT PROPERTIES BY THE LAKE as Landlord; for the following: Non Payment of Rent/Late Fee**

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**DEMAND IS HEREBY MADE THAT YOU CURE THE ABOVE LISTED DEFAULTS AS FOLLOWS:**

**PAY RENT FOR MARCH, APRIL & MAY 2023 IN THE AMOUNT OF \$ 4895.00 & LATE FEE of \$300.00, OR LEGAL PROCEEDINGS WILL BE BROUGHT AGAINST YOU WITHIN THREE (3) DAYS OF THE SERVICE OF THIS NOTICE OR IMMEDIATELY VACATE THE PREMISES.**

If you do not fully cure every element of the default(s) listed above or vacate within three (3) days, a lawsuit for eviction and/ or damages may be commenced against you without further notice.

The prevailing party in such an action will be entitled to an award of attorney fees and costs, pursuant to Idaho Code Section §6-324.

Dated this 10<sup>TH</sup> Day of May, 2023

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**By: John Corcoran  
Property Manager/Owner  
RESORT PROPERTIES BY THE LAKE MANAGEMENT  
PO BOX 3843  
COEUR D ALENE, IDAHO 83816**””””””

**STATE OF IDAHO**

County of Kootenai

I swear under oath:

On (date) \_\_\_\_\_, I delivered a copy of the Three-Day Eviction Notice for Nonpayment of Rent.

To a tenant named \_\_\_\_\_ personally at \_\_\_\_\_ or, because a tenant was not at the residence and either not at his/her usual place of business (or I am not able to find out where the tenant lives or works),

by leaving it with (name of person) \_\_\_\_\_, who is of suitable age and discretion at (street address, city, state) \_\_\_\_\_

\_\_\_\_\_ and also sending a copy through the mail addressed to a tenant at \_\_\_\_\_

\_\_\_\_\_ or because no person of suitable age and discretion was present,

by posting it in a conspicuous place on the property located at 1042 N. 17<sup>th</sup> St. Unit 3 Coeurdalene Id. 83814, Kootenai County and also sending a copy through the mail, addressed to a tenant at 1042 N. 17<sup>th</sup> St. Unit 3 Coeurdalene Id 83814

; and delivering to any person there when the notice was posted.

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Signature \_\_\_\_\_ Typed or Printed Name \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission Expires: \_\_\_\_\_