



BLAINE COUNTY HOUSING AUTHORITY

Special Meeting

Wednesday, October 11, 2023, 12:00 PM
191 5th St. West, Ketchum, Idaho 83340

AMENDED AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Board Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

- Join us via Zoom (please mute your device until called upon)
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/87532323834>
Webinar ID:875 3232 3834
- Address the Board in person at Ketchum City Hall, Community Meeting Room.
- Submit your comments in writing at info@bcoha.org (by 8 am the day of the meeting)

This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER: By Board Chairman Keith Perry

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD: Communications from the Board of Directors

COMMUNICATIONS FROM THE LIASONS: Updates from the Liaisons on their jurisdictions

1. Public comments submitted.

CONSENT AGENDA:

ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

2. Recommendation to approve minutes for September 20, 2023 - City Clerk Trent Donat
3. Recommendation to approve minutes for October 6, 2023 - City Clerk Trent Donat

- [4.](#) Recommendation to approve Treasurer's report and financials for September 2023 –Treasurer Shellie Gallagher
- [5.](#) Recommendation to Approve Amendment to Housing Navigation contract – Housing Director Carissa Connelly
- [6.](#) Recommendation to Approve Updated Community Housing Guidelines – Housing Director Carissa Connelly
- [7.](#) Recommendation to Approve Master Lease with High Country Motel – Carissa Connelly

PUBLIC HEARING:

NEW BUSINESS:

8. Introduction to new Program Administrator and staffing update – Housing Director Carissa Connelly
9. Update on banking and finance transition – Board Treasurer Mason Frederickson
10. Discussion to form subcommittee to review Master Lease of Silvercreek Living – Housing Director Carissa Connelly

EXECUTIVE SESSION:

11. per Idaho Code 74-206(1)(f) Communicate with legal counsel regarding controversy with imminent potential for litigation.

ADJOURNMENT:

-----Original Message-----

From: Perry Boyle [REDACTED]
Sent: Friday, October 6, 2023 12:10 PM
To: Participate <participate@ketchumidaho.org>
Subject: PUBLIC COMMENT for BCHA

The video link wasn't available on the website, and the zoom link provided in the agenda did not work.

Given the agenda, there wasn't much of public interest in this meeting, but still, it is good government practice to have public agency meetings open to the public.

If meetings are going to be closed to the public, I suggest noting that as such on the meetings webpage and the agenda.

Thank you,

Perry Boyle
Ketchum



BLAINE COUNTY HOUSING AUTHORITY

SPECIAL MEETING

Wednesday, September 20, 2023, 12:00 PM
111 N. First Ave., Suite 2P, Hailey, Idaho 83333

MEETING MINUTES

PUBLIC PARTICIPATION INFORMATION

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Join the Webinar: <https://ketchumidaho-org.zoom.us/j/85067693040>
Webinar ID:874 5715 4080
- Address the Board in person at the Merriweather Building in Hailey.
- Submit your comments in writing at info@bcoha.org (*by 8 am the day of the meeting*)

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CALL TO ORDER: By Board Chairman Keith Perry 12:48 pm

- Board Chairman Keith Perry called the meeting to order once Board members were present and quorum was reached.

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items. 12:49 pm

Keith Perry – Board Chair

Jenni Rangle – Board Member

Sarah Seppa – Board Member

Muffy Davis – Board Liaison

Carissa Connelly – Housing Director

COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD:

Communications from the Board of Directors

- Keith Perry gave an overview of the efforts to find new board members, spoke about outreach to other jurisdictions for Board involvement. 12:49 pm

Public comments submitted.

COMMUNICATIONS FROM LIAISONS: Updates from the Liaisons on their jurisdictions.

- Keith Perry invited Muffy to speak as a present Liaison. Muffy continued discussion of new board member and offered support. 12:56 pm

CONSENT AGENDA:

ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

- Keith offered to have any consent agenda items be pulled. None were requested. 12:59 pm

1. Recommendation to approve minutes for August 9, 2023 - City Clerk Trent Donat
2. Recommendation to approve Treasurer's report and financials for August 2023 - Treasurer Shellie Gallagher
3. Renew contract for services for compliance assistance with Ann Sandefer - Carissa Connelly
4. Renew contract for services with City of Ketchum - Carissa Connelly
5. Recommendation for LanguageLine services - Carissa Connelly

Motion to approve consent agenda items #1-#5. 1:00 pm

MOVER: Sarah

SECONDER: Jenni

AYES: Keith, Sarah, Jenni

RESULT: APPROVAL

NEW BUSINESS:

7. Introduction to new Housing Stability Manager and update on hiring Program Administrator - Carissa Connelly 1:01 pm
 - Carissa Connelly provided an update on the Housing Stability Manager position. Recognition that the title of the original position and the work description are being updated. A Program Administrator candidate has expressed interest in accepting the role. Keith expressed gratitude to have the roles closer to being filled.
8. Update on Emergency and Transitional Housing Plan action items - Carissa Connelly 1:05 pm
 - Carissa Connelly requested a special meeting to discuss a potential contract for expanding emergency housing. Outreach to peer community for hotel to rental conversions and funding sources being explored.
9. Update on new data management system - Carissa Connelly 1:32 pm
 - Carissa Connelly described the new data management system with anticipated capabilities and improvements. Gave a review of the current files and recommendation for a data specialist for data migration.

ADJOURNMENT:

Motion to adjourn 1:37 pm

MOVER: Keith

SECONDER: Sarah

AYES: Keith, Sarah, Jenni

ADJOURNED



BLAINE COUNTY HOUSING AUTHORITY

Special Meeting

Friday, October 06, 2023, 12:00 PM

Online

MEETING MINUTES

PUBLIC PARTICIPATION INFORMATION

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Webinar ID: 899 6112 2511

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CALL TO ORDER: By Board Chairman Keith Perry (00:00:05) in video

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

Keith Perry – Board Chair

Nate Hart – Vice Chair

Mason Frederickson - Treasurer

Jenni Rangle – Board Member

Sarah Seppa – Board Member

CONSENT AGENDA:

ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

EXECUTIVE SESSION:

1. Executive Session pursuant to Idaho Code 74-206(1)(c): To acquire an interest in real property not owned by a public agency - Housing Director Carissa Connelly

Motion to move to Executive Session. (00:00:29) in video

MOVER: Nate

SECONDER: Mason

AYES: Keith, Jenni, Nate, Mason

RESULT: APPROVAL

ADJOURNMENT:

Motion to move to Executive Session. (00:02:59) in video

MOVER: Keith

SECONDER: Mason

AYES: Keith, Sarah, Jenni, Nate, Mason

RESULT: APPROVAL

BLAINE COUNTY HOUSING AUTHORITY

Cash in Bank, Period Ending 09/30/2023

RECONCILIATION REPORT

Reconciled on: 10/06/2023

Reconciled by: finance@ketchumidaho.org

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	75,143.99
Checks and payments cleared (8).....	-7,135.98
Deposits and other credits cleared (2).....	3,694.49
Statement ending balance.....	<u>71,702.50</u>
Uncleared transactions as of 09/30/2023.....	-55,973.33
Register balance as of 09/30/2023.....	15,729.17

Details

Checks and payments cleared (8)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/18/2023	Expense		City Of Ketchum	-3,665.44
09/01/2023	Expense		Sun Valley Elkhorn Association,...	-478.33
09/01/2023	Expense		Sun Valley Elkhorn Association,...	-522.26
09/08/2023	Expense		BLAINE COUNTY CHARITABL...	-891.03
09/08/2023	Expense	19838	KETCHUM COMPUTERS	-206.25
09/08/2023	Expense	19872	KETCHUM COMPUTERS	-130.50
09/08/2023	Expense	082823	Ann Sandefer	-1,120.00
09/27/2023	Expense		US Bank	-122.17
Total				-7,135.98

Deposits and other credits cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/06/2023	Deposit			1,220.05
09/08/2023	Deposit			2,474.44
Total				3,694.49

Additional Information

Uncleared checks and payments as of 09/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2006	Journal			-173.25
10/01/2007	Journal	2007-AJE-3R		-100.00
10/01/2009	Journal	AUDITR		-51,727.34
05/04/2015	Bill Payment	6334	Jacob Hunt	-71.50
07/15/2015	Check	6381	ALLEN, COREY N.C. (deleted)	-30.93
12/08/2016	Bill Payment	6704	JONATHON BACCUS	-75.00
04/15/2022	Check		CHRISTMAS, NATALIE B	-11.06
10/31/2022	Check		APPRIVER, LLC	-53.82
12/16/2022	Check		Intermountain Gas	-409.61
01/20/2023	Journal	5		-187.45
07/11/2023	Expense	76338	BEARROCK INVESTMENTS LLC	-2,000.00
07/15/2023	Expense		101 EMPTY SADDLE TRAIL LLC	-1,000.00
09/08/2023	Expense	inv-ol-171792	Owl Labs	-1,049.00
09/27/2023	Expense	10001190 083123	Express Publishing, Inc.	-474.50
09/27/2023	Expense		Lawson & Laski, PLLC	-600.00
09/27/2023	Expense	7225	City Of Ketchum	-12,800.00
09/27/2023	Expense		KETCHUM COMPUTERS	-625.50
09/27/2023	Expense	091523	Ann Sandefer	-1,120.00
09/27/2023	Expense	7226	City Of Ketchum	-38,975.08
09/29/2023	Expense		US Bank	-239.00

Total -111,723.92

Uncleared deposits and other credits as of 09/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/11/2004	Deposit		G & A	2.00
05/11/2004	Check	5186	Petty Cash	48.00
09/20/2005	Journal	PettyCash 1		88.25
10/01/2005	Check	5511	Richard D. Duncan	35.00
09/30/2007	Journal	2007-AJE-3		100.00
09/30/2009	Journal	AUDIT		51,727.34
08/04/2023	Deposit			3,750.00

Total 55,750.59

BLAINE COUNTY HOUSING AUTHORITY

Balance Sheet As of October 6, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Cash in Bank	-17,686.03
BCHA - Operating Reserve 2478	342.33
Checking US BANK	33,072.87
Petty Cash	0.00
Total Cash in Bank	15,729.17
Restricted Cash	0.00
Capital Repl Reserve US Bank	5,850.00
Restricted Cash-LGIP 3138	-14,962.38
Restricted Cash - Capital	33,000.00
Restricted Cash-Earnings	0.00
Restricted-Comm Hsg Pres Fund	425.16
Restricted-Contingency Fund	25.00
Total Restricted Cash-LGIP 3138	18,487.78
Total Restricted Cash	24,337.78
Total Bank Accounts	\$40,066.95
Accounts Receivable	
Fees Receivable	0.00
Restricted Cash Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Employee Advance	0.00
Prepaid Insurance	0.00
Receivable from Other	0.00
Receivable from Restricted Fund	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$40,066.95
Fixed Assets	
Accumulated Depr Lift Tower	-81,220.22
Land Purchase	0.00
Office fixtures, furniture	0.00
Property Held for Development	0.00
Total Fixed Assets	\$ -81,220.22

BLAINE COUNTY HOUSING AUTHORITY

Balance Sheet

As of October 6, 2023

	TOTAL
Other Assets	
Earnest Money	0.00
Investment in Property/Housing	1,355,061.26
Rent - Deposit	0.00
Rent - Last Month	0.00
Total Other Assets	\$1,355,061.26
TOTAL ASSETS	\$1,313,907.99
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	26,597.13
Total Accounts Payable	\$26,597.13
Other Current Liabilities	
Accrued Compensated Absences	63.05
Accrued Int. - City of Ketchum	0.00
Accrued Payroll Liabilities	269.37
Accrued PR Liab SEP 2018 correc	0.00
Total Accrued Payroll Liabilities	269.37
Deferred City Grants	0.00
Deferred County Support of BCHA	0.00
Deferred Housing In-Lieu Fees	0.00
Direct Deposit Liabilities	0.00
Herrera Lease Option	0.00
Loan From Blaine County	0.00
Note Payable-Ketchum	0.00
Restr Funds Payable to Op acct	0.00
Restricted Cash Payable	0.00
Security Deposit	1,150.00
US Bank Loan	0.00
Total Other Current Liabilities	\$1,482.42
Total Current Liabilities	\$28,079.55
Total Liabilities	\$28,079.55
Equity	
Net Assets	
Restricted to Housing Costs	0.00
Unrestricted	0.00
Total Net Assets	0.00
Opening Bal Equity	155.82
Reserved Fund Balance	0.00

BLAINE COUNTY HOUSING AUTHORITY

Balance Sheet As of October 6, 2023

	TOTAL
Retained Earnings	1,238,992.23
Transfer Out	0.00
Unreserved Fund Balance	46,680.39
Net Income	
Total Equity	\$1,285,828.44
TOTAL LIABILITIES AND EQUITY	\$1,313,907.99



**BLAINE COUNTY
HOUSING AUTHORITY**

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

I move to approve executive of amendment to contract for services for the Housing Navigation System

Reasons for Recommendation:

- Staff and contractor missed a necessary edit in the contract for Courtney Noble. The amendment is better financially for BCHA.
- Amended text is from a monthly retainer to regular invoices based on hours worked

Attachments:

1. Resolution No. 2023-10
2. ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES
3. INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES
4. AMENDED INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

RESOLUTION No. 2023-10

**BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO**

**A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF
COMMISSIONERS AUTHORIZING AN ADDENDUM TO THE CONTRACT FOR SERVICES
WITH COURTNEY NOBLE, FOR SETTING UP A HOUSING NAVIGATION SYSTEM**

WHEREAS, an Independent Contractor Agreement with Courtney Noble for Services was brought before the Blaine County Housing Authority Board of Commissioners on August 9, 2023, presented as substantially complete, subject to final changes; and

WHEREAS, BCHA and the Board found that it is economical and efficient and that is in the best interests of the City to enter into the Independent Contractor Agreement; and

WHEREAS, the Board authorized and approved the Agreement by Resolution No. 2023-03 on August 9, 2023, and such Agreement was subsequently entered into by the Parties on the same date; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, and City of Ketchum’s finance and administrative teams, that executing an Addendum to the Independent Contractor Agreement to record final changes to Section 2, Payment for Services, is a necessary and beneficial action warranting the approval and authorization of the Board; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the request to execute an Addendum to the Independent Contractor Agreement with Courtney Noble for Services on _____, 2023, set forth in Exhibit A, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this ____ day of _____, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Chair

Exhibit A

**ADDENDUM TO THE
INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE
FOR SERVICES**

This Addendum to the Independent Contractor Agreement (“Addendum”) is made and entered effective to the ___ day of _____, 2023, by and between Blaine County Housing Authority (“BCHA”), and Courtney Noble (“Contractor”), collectively the “Parties.”

FINDINGS

- A. The BCHA is a municipal corporation duly organized and existing under the laws of the State of Idaho; and
- B. The BCHA is duly authorized and empowered to enter into such an Addendum; and
- C. An Independent Contractor Agreement (“Agreement”) with Courtney Noble for Services, attached hereto as Exhibit “A” and incorporated herein by reference, was brought before the Board of the Blaine County Housing Authority on August 9, 2023; and
- D. BCHA and the Board found that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth in the Agreement; and
- E. The Board authorized and approved the Agreement by Resolution No. 2023-03 on August 9, 2023, and the Agreement was subsequently entered into by the Parties on the same date; and
- F. Staff indicated to the Board, in the Staff Report and on the record, that the Agreement was substantially complete and presented for approval pending final changes; and
- G. Said final changes have been determined and agreed upon by the Parties and this Addendum to the Agreement is necessary to amend the Agreement to reflect said final changes; and
- H. An amended copy of the Agreement reflecting said final changes is attached hereto as Exhibit “B” and incorporated herein by reference; and

NOW, THEREFORE, the Parties enter into this Addendum according to the following terms and conditions:

1. Corrected Provision

1.1. Section 2, Payment for Services, of the Agreement shall be amended as stated in Section 2 of this Addendum.

2. Amended Provision

2.1. Section 2 of the Agreement is amended to read as follows, with the amended language italicized:

2. Payment for Services. *In exchange for Services, the City shall pay Contractor up to \$28,700, to be invoiced monthly. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.*

3. Applicable Provisions

3.1 All other provisions of the Agreement not referenced and amended herein are thereby accepted by and binding to the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**BLAINE COUNTY HOUSING AUTHORITY
CONTACTOR**

COURTNEY NOBLE,

Kieth Pery, Board Chair

Courtney Noble

ATTEST:

Name, Ketchum City Clerk

EXHIBIT “A”

INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the 9 day of August, 2023, by and between the Blaine County Housing Authority (“BCHA”), and Courtney Noble ("Contractor").

FINDINGS

- A. The BCHA is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. the BCHA is duly authorized and empowered to enter into such an agreement;
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The BCHA finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** Please refer to the scope of services as proposed in the City of Ketchum Pre-Litigation Mediation proposal submitted with this contract.
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor up to \$50,000.00. Contractor shall be on retainer for \$3,083.33 per month to be invoiced monthly. \$13,000 will be set-aside for training, which will be invoiced as a separate line item. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

- 5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
- 6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
- 7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

8. **Insurance.** Contractor is not covered by the City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$2,000,000 aggregate
Each Occurrence	\$1,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$1,000,000
Medical Expense	\$15,000

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named a “Additional Insured” by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

BCHA:	CONTRACTOR:
Blaine County Housing Authority	Courtney Noble
Attn: Housing Director	50 Greens End Lane
P.O. Box 4045	Hailey, ID 83333
Ketchum, ID 83340	

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public’s business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made

available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

11. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal. Prior to any litigation, the parties agree to first attend mediation as a means of resolving any disputes.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

BLAINE COUNTY HOUSING AUTHORITY

COURTNEY NOBLE, CONTRACTOR

Keith Perry, Board Chair

Courtney Noble

ATTEST:

[Name]
Ketchum City Clerk

EXHIBIT “B”

**AMENDED INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE
FOR SERVICES**

**INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE
FOR SERVICES**

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the 9 day of August, 2023, by and between the Blaine County Housing Authority (“BCHA”), and Courtney Noble ("Contractor").

FINDINGS

- A. The BCHA is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. the BCHA is duly authorized and empowered to enter into such an agreement;
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The BCHA finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

- 1. **Description of Services.** Please refer to the scope of services as proposed in the City of Ketchum Pre-Litigation Mediation proposal submitted with this contract.
- 2. **Payment for Services.** *In exchange for Services, the City shall pay Contractor up to \$28,700, to be invoiced monthly.* Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.
- 3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
- 4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits.

Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$2,000,000 aggregate
Each Occurrence	\$1,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$1,000,000
Medical Expense	\$15,000

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named a “Additional Insured” by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

BCHA:	CONTRACTOR:
Blaine County Housing Authority	Courtney Noble
Attn: Housing Director	50 Greens End Lane
P.O. Box 4045	Hailey, ID 83333
Ketchum, ID 83340	

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public’s business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and

take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

11. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal. Prior to any litigation, the parties agree to first attend mediation as a means of resolving any disputes.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

BLAINE COUNTY HOUSING AUTHORITY

COURTNEY NOBLE, CONTRACTOR

Keith Perry, Board Chair

Courtney Noble

ATTEST:

[Name]
Ketchum City Clerk



**BLAINE COUNTY
HOUSING AUTHORITY**

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Staff have found some inconsistencies between policies and learned more about what is needed in the policies to adequately enforce compliance

Policy Analysis and Background (non-consent items only):

- Primary changes:
- Added internet and pet fees to Gross Rental Rate (Section 1.F.16)
 - Updated retired person as someone who has lived and worked in Blaine County from 10 out of the 25 years preceding retirement to 10 out of 15 (Section 1.F.29)
 - Updated retirement age from 62 to 65 to align with other housing providers' policies (Section 1.F.30 and 2.D.b.)
 - Added current income chart directly into the Guidelines (Section 1.E. and 7)
 - Changed income category designation from disqualified if over their income category's asset limit to their income category being determined by the greater of income or asset category (Section 2.A.3)
 - Added option to purchase for Community Homeowners that receive approval to rent for more than 1 year (Section 5.E.3.c)
 - Added prioritization by household size and chart of "right-sized households" (Section 2.D.3.)

Attachments:

- | |
|---|
| 1. Resolution 2023-13 |
| 2. Redlined Community Housing Guidelines |
| 3. Cleaned DRAFT Community Housing Guidelines, October 11, 2023 |

RESOLUTION 2023-13
BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS
AUTHORIZING THE ADOPTION AND RECORDING OF THE UPDATED BLAINE COUNTY HOUSING AUTHORITY
COMMUNITY HOUSING ADMINISTRATIVE GUIDELINES

WHEREAS, the BCHA administrative staff have developed a set of BCHA Community Housing Guidelines;
and

WHEREAS, the purpose of the BCHA Community Housing Guidelines is to define and describe the process of renting, purchasing, or selling Community Homes within Blaine County; assisting government staff, the development community, applicants, and the public in understanding the priorities for and processes governing Community Housing development and administration in Blaine County; supporting the attainment of BCHA goals and supplementing land use and building codes used by the County and Cities; and assisting in the review of land use applications, establishment of affordable rental rates and sales prices, establishment of criteria for admission and occupancy, and development and prioritization of current and long-range community housing programs; and

WHEREAS, the BCHA administrative staff prepared and presented to the BCHA Board for its review and approval an updated version of BCHA Community Housing Guidelines; and

WHEREAS, the BCHA Board reviewed the updated guidelines and adopted the guidelines as BCHA's exclusive community housing guidelines on October 11, 2023; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, that recording the updated BCHA Community Housing Guidelines is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves adopting the updated BCHA Community Housing Guidelines on October 11, 2023.

Section 2. The Blaine County Housing Authority Board of Commissioners authorizes the request to record the BCHA Community Housing Guidelines as adopted by this Board on October 11, 2023, set forth in Exhibit A, attached and incorporated herein, and directs the Executive Director to proceed with the recording of the BCHA Community Housing Guidelines as set forth in this Resolution.

[This space left intentionally blank]

DATED this ____ day of _____, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Vice Chair

When Recorded Return To:
Blaine County Housing
Authority
P.O. Box 4045
Ketchum, ID 83340



BLAINE COUNTY HOUSING AUTHORITY

**Community Housing
Administrative
Guidelines Adopted ~~June~~
~~14~~ October 11, 2023**

2023 Community Housing Administrative

Guidelines

Outline of Sections

Section 1 Introduction

- A. Mission Statement
- B. Purpose of Guidelines
- C. Role of the Blaine County Housing Authority
- D. Authority of Blaine County Housing Authority
- E. Income Category Chart
- F. Definitions

Section 2 Qualifying to Rent or Purchase

- A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant
- B. Applying for Rental or Purchase of a Community Home
- C. Verifying Application Information
- D. Process for Matching Applicants to Available Community Housing

Section 3 Renting Community Housing

- A. Procedures for the Rental of an Income Category Deed Restricted Community Home
- B. Ongoing Obligations/Requirements for Renting Community Housing
- C. Annual Re-Certification to Rent Community Housing
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- D. Ongoing Obligations/Requirements for Community Home Ownership
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- A. Deed Covenants
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- D. Additional Information Related to the Sale of Community Housing by a Community Homeowner

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- A. Calculation of Sales Prices for Newly Constructed/Available Community Housing
- B. Calculation of Maximum Sales Price
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Section 8 Procedures for Exceptions and Grievances

- A. Petition for Special Review

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Section 1. Introduction

A. Mission Statement

The Blaine County Housing Authority’s mission is to advocate for, promote, plan, and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County to maintain an economically diverse, vibrant, and sustainable community.

B. Purpose of Guidelines

1. The purpose of these Guidelines is to define and describe the process of renting, purchasing, or selling Community Homes within Blaine County. They are intended to assist government staff, the development community, applicants, and the public in understanding the priorities for and processes governing Community Housing development and administration in Blaine County. The Guidelines do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.
2. These Guidelines are intended to support the attainment of BCHA goals and to supplement land use and building codes used by the County and Cities. The Guidelines should be used to review land use applications, to establish affordable rental rates and sales prices, to establish criteria for admission and occupancy, and to develop and prioritize current and long-range community housing programs.
3. These Guidelines may be reviewed and updated from time to time.
4. In the event of any conflict between guidelines and the deed covenant, the deed covenant will prevail.

C. Role of The Blaine County Housing Authority

The role of BCHA, as determined by BCHA’s Creating Resolution, are to:

1. Qualify Applicants for Community Housing using the criteria set forth in these Guidelines and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.
2. Match qualified Applicants with available Community Homes.

3. Monitor compliance with and enforcement of these Guidelines and deed covenants.
4. Develop the criteria by which Community Housing is located, designed, developed, and price of Community Housing.
5. Review and provide recommendations on proposed Community Housing in Blaine County and its municipalities in accordance with these Guidelines and BCHA adopted criteria.

D. Authority of the Blaine County Housing Authority

1. BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code.

E. Income Category Chart

Household Income Categories by Area Median Income (AMI).

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local 140% + of Median
1	\$ 29,400	\$ 35,250	\$ 47,000	\$ 58,750	\$ 70,500	\$ 82,250	no income limit
2	\$ 33,600	\$ 40,250	\$ 53,700	\$ 67,150	\$ 80,600	\$ 94,000	
3	\$ 37,800	\$ 45,300	\$ 60,400	\$ 75,550	\$ 90,650	\$ 105,750	
4	\$ 41,950	\$ 50,300	\$ 67,100	\$ 83,900	\$ 100,700	\$ 117,500	
5	\$ 45,350	\$ 54,350	\$ 72,500	\$ 90,650	\$ 108,800	\$ 126,900	
6	\$ 48,700	\$ 58,350	\$ 77,850	\$ 97,350	\$ 116,850	\$ 136,300	
Allowable Net Worth	\$ 83,900	\$ 100,600	\$ 134,200	\$ 167,800	\$ 201,400	\$ 235,000	\$ 470,000
Allowable Net Worth (Seniors)	\$ 167,800	\$ 201,200	\$ 268,400	\$ 335,600	\$ 402,800	\$ 470,000	\$ 940,000

*For Income Categories greater than 6, the household may be classified as “Category L” which is housing that may be offered to the full-time residents and employees of Blaine County.

F. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a completed purchase and sale transaction or a rental lease transaction as compensation for the creation of and monitoring compliance with the deed covenants of Community Housing.
2. **Applicant/Applicant Household** – Persons or households that have completed the BCHA application process to obtain, either through purchase or rental, a Community Home or other housing administered or managed by BCHA.
3. **Applicant Database** – The official BCHA record of persons who have completed the BCHA application process for the rental or purchase of housing subject to a deed covenant (or

other housing managed or administered by BCHA).

4. **Applicant Pool** – Applicants selected from the Applicant Database and matched to a specific property for consideration to either rent or purchase that property.
5. **Appreciation** - proceeds to the selling Owner after deducting the following from the Actual Sales Price: (i) the purchase price paid by the selling Owner; (ii) reasonable and customary escrow and closing costs (including taxes and assessments); (iii) a reasonable real estate sales commission not to exceed six percent (6%) of the Actual Sales Price, (iv) the administrative fee due to BCHA pursuant to Section 4 below, and (v) the cost of Approved Capital Improvements.
6. **Assets** - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.
7. **Capital Improvements** - Unless otherwise defined in the Deed Covenants on the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, replacement, maintenance costs, and standard depreciation when applicable.
8. **Community Housing/Home** - Dwelling units, for sale or rent, restricted typically via deed covenant for households meeting assets, income and/or minimum occupancy guidelines approved by BCHA.
9. **Deed Covenant** - A legally enforceable provision in a deed restricting use, occupancy, alienation, and other attributes of real property ownership or imposing affirmative obligations on the owner or renter of the real property.
10. **Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990.
11. **Employee Housing** - Housing which is required to be developed in conjunction with an organization and is intended for rental by the employees of the enterprise.
12. **Full Time Employee** - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.
13. **Fixture** - Personal property which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property.
14. **Grievance** - Any dispute that an applicant, purchaser, seller, or tenant may have with BCHA with respect to action or failure to act in accordance with the complainant's rights, duties, welfare, or status under these Guidelines.
15. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property, before deductions for expenses, depreciation, taxes, and similar

allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.

16. **Gross Rental Rate** - The total cost (including but not limited to utilities, internet, management fees, taxes, dues, snow removal, pet fees, HOA fees, etc.) charged to a qualified renter of a community home.
17. **Household** - All individuals who are or may intend to occupy the Community Home.
18. **Household Income** – The total Gross Income of all individuals who are or may be occupying the Community Home. Gross income of self-employed households is the gross business income less IRS approved business expenses.
19. **Income Category** – The classification of annual income based upon household size as a percentage of the Area Median Income determined by BCHA.
20. **Joint Tenancy** – ownership of real property by two (2) or more persons, each of whom has an equal undivided interest in the property with the right of survivorship.
21. **Liabilities** - Monetary obligations and debts owed to someone by an individual.
22. **Livable Square Footage** - The interior area of a building measured interior wall to interior wall (i.e., “paint-to-paint”), including all interior partitions, habitable basements, interior storage areas, closets, and laundry area, and excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.
23. **Local** – As it relates to Community Housing, is an individual, employed, retired, or disabled, who resides within Blaine County.
24. **Local Employer** - A business whose business activity is located within Blaine County and whose business employs persons within Blaine County.
25. **Maintenance and Repair** – Work done that keeps your property in a normal efficient operating condition.
26. **Maximum Sale Price** – The allowable sale price of a Community Home as provided to owners by BCHA or subsequent sales, as set forth in the applicable Deed Covenant.
27. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all individuals who may be occupying the Community Home. Retirement accounts may be reviewed on a case-by-case basis to determine whether they must be included in the net worth calculation.
28. **Primary Residence** - The sole and exclusive place of residence.
29. **Retired Person** – A person who has (i) resided in or (ii) was either self-employed full-time or was a Full- Time Employee in Blaine County, Idaho, for not less than ten (10) out of the fifteen (15) years prior to the date of qualification.
30. **Retirement Age** – 65 years of age.
31. **Special Applicant Pool** – A waiting list for a development that intends to house a specific

population (i.e., Employees)

32. **Special Review for Exceptions** - A review of a petition to waive the provision of these Guidelines due to special circumstances.
33. **Tenant** - A person who is leasing or has leased a Community Home that is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Guidelines.
34. **Workforce Housing** – Units that are deed restricted and owned by specific employers.

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Section 2. Qualifying to Rent or Purchase Community Housing

A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant

To qualify to rent or purchase an Income-restricted Community Home, the Applicant/Applicant Household must meet the criteria as stated below:

1. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
 - (a) Be a Full-Time Employee working in Blaine County; or
 - (b) Be a Retired Person who was a Full-Time Employee in Blaine County immediately prior to his/her retirement and who currently lives in Blaine County as his/her Primary Residence and is 65 years of age or older; or
 - (c) Be a Disabled Person residing in Blaine County who was a Full-Time Employee in Blaine County immediately prior to his/her disability or who currently in Blaine County as their Primary Residence, and
 - (d) The Applicant/Applicant Household states their intent to occupy the Community Home as their Primary Residence.
2. No member of the Household may own developed residential real estate or a mobile home.
3. The Income Category of the Household is determined by the greater of:
 - (a) total Gross Income of all members of the Household must not exceed the maximum Household Income specified, which is calculated using the chart in Section 1. The actual dollar amount changes annually and is listed as Income Limits published by BCHA on its website for the Income Category and Household Size; and
 - (b) The category of their Household Net Worth (the total net worth of all members of the Household).

~~3. The total Gross Income of all members of the Household must not exceed the maximum Household Income specified, which is calculated using the chart in Section 1. The actual dollar amount changes annually and is listed as Income Limits published by BCHA on its website for the Income Category and Household Size; and~~

~~4. The Household Net Worth (the total net worth of all members of the Household) must not exceed the Allowable Net Worth specified for the Income Category.~~

B. Applying for Rental or Purchase of a Community Home

1. General Application

- (a) All persons wishing to rent or purchase a Community Home must submit a completed General Application for Community Housing Form to BCHA (the current application can be found on BCHA's website). The application to rent is a single step process (General Application form only); the application to purchase is a two-step process (General Application and Purchase Requirements). A General Application may be certified by BCHA as complete only when the necessary steps have been completed.
- (b) The General Application Form is provided by BCHA.
- (c) Upon receipt of the completed General Application, BCHA may provide the Applicant with a Letter of Eligibility specifying the Income Category. The Letter of Eligibility is based only on information supplied by the Applicant and, as such, is unverified; verification is explained further in Section 2(C), below.

C. Verifying Application Information

- 1. BCHA may request additional documentation such as proof of residency, income, assets, and employment. All information and documentation submitted must be held confidential by BCHA and must not be subject to Open Records Requests by the public. Such documentation is used to determine that an Applicant meets the criteria set forth in Section 2.A and/or to verify the information provided in the application under 2(B), All or some of the following may be requested:
 - (a) Federal income tax returns for the most recent year.
 - (b) A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, the Applicant's income may be averaged based upon current income and the previous year's tax returns to establish an Income Category for the purpose of purchasing a Community Home.
 - (c) Verification of employment in Blaine County.
 - (d) Copy of valid Driver's License or State Identification Card.
 - (e) If the Applicant receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements, and modifications to the decree.
 - (f) Any other documentation that BCHA deems necessary to determine eligibility.
- 2. Upon receipt of the completed General Application and requested verification forms, the Applicant's name and all information for individuals, households, and/or local employers may be retained in the Applicant Database. On an annual basis, as part of the annual purge process, the applicant must confirm or update the information to

remain in the Applicant Database. All information may be re-verified at the time an applicant is selected to rent or purchase a Community Home. If information is not updated upon request, the applicant will be removed from the Applicant Database.

D. Process for Matching Applicants to Available Community Housing

In general, the matching process occurs as follows:

1. When a Community Home becomes available, the home size, type, Income Category, and location of that Home are checked against the Applicant Database. All Applicants matching the qualifications for a given Community Home are then grouped into the “Applicant Pool” for that Home.
2. Households are prioritized by date and time of application on the list for the Income Category for which they qualify.
3. Household size that best matches the number of bedrooms will be prioritized for Income Categories 1 to 6 (“right-sized households”).

# of bedrooms	# of people in the household, when right-sized
studio	1 person
1 bedroom	1 to 3 people
2 bedroom	2 to 5 people
3 bedroom	3 to 7 people
4 bedroom	4 to 9 people

- (a) Purchase price or rental amount may be determined on basis of an assumed household size in accordance with the Area Median Income (AMI).
4. If an Applicant has previously qualified and the Applicant’s Household composition subsequently changes (due to marriage, divorce, separation, an increase, or reduction in the number of dependents, etc.), the Applicant may still be eligible for purchase or rental of Community Housing, provided that the Household continues to qualify under the Income Category and other considerations. It is the Applicant’s responsibility to continuously update Household information with BCHA prior to being placed into an Applicant Pool.
5. When an Applicant purchases a Community Home, the Applicant’s application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.
6. When an Applicant rents a Community Home, the Applicant’s application is retained and is used as a basis for subsequent recertification and may be used to qualify for future purchase of a Community Home.

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Section 3. Renting Community Housing

All Applicants interested in renting Community Housing must submit a General Application for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA is the “qualifying agent” charged with providing landlords of Community Housing with a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

A. Procedures for the Rental of an Income-restricted Deed Restricted Community Home

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Thus, only those Applicants with incomes at or below the Income Category of the available rental may be eligible.
2. Once BCHA has received a Notice of Intent to Rent from the owner of rental Community Housing, BCHA may identify the top three (3) qualified applicants and present them to the owner for his or her selection for tenancy. (NOTE: In matching an Applicant to a specific Community Home, BCHA may present a “candidate” pool to the landlord or landlord’s agent, based upon Income Category, affordability in relation to income and household size, length of time in the BCHA database, and location preference as given by the applicant.)
3. The final determination and offer of tenancy to one of the three (3) qualified applicants is the decision of the owner, not BCHA. It is, however, expected that the owner will follow all Fair Housing Laws in their selection of the tenant. Candidates who are not selected will not lose their position within the BCHA Database.
4. An Applicant who is selected to rent a Community Home, but who is unable to take the Home, may not lose their position within the BCHA Database for future available Community Housing unless an Applicant has been previously selected to rent a Community Home and has rejected an offer to rent two (2) times. After the third refusal to rent, the Applicant’s initial application date may be adjusted to be effective as of the date of the third refusal to rent.

B. Ongoing Obligations/Requirements for Renting Community Housing

Once an Applicant secures a rental Community Home through BCHA, the landlord must file a copy of the executed lease with BCHA. The lease must contain the following provisions:

1. Beginning and end dates of the lease.
2. Names of all unit occupants.
3. Security deposit amount and fees.
4. Rent amount and how/where to be paid.
5. Owner's right of entry.
6. Repairs and Maintenance.
7. What utilities are paid by the tenant.
8. What appliances are provided by the landlord.
9. Tenant Requirements.
10. If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant must be deemed to have ceased to use the Home as a Primary Residence and must be required to relinquish the Community Home.
11. A disclosure that Tenants must be re-certified for each year of the lease term.
12. An Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing executed by the Tenant.
13. The Tenant must use the Home as their Primary Residence.
14. All leases must be for a 12-month period.

C. Annual Re-Certification to Rent Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing must be reviewed and verified annually (i.e., re-certified) to ensure that they meet minimum residency and income category requirements under BCHA Guidelines that are in force at the time of the review. BCHA may charge the landlord an annual renewal fee as set by the Board.
2. To assist in this re-certification process, BCHA may send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.
3. The Tenant must, within 10 business days of receipt, submit to the BCHA:
 - (a) The completed Form with updated information
 - (b) A copy of the Tenant's previous 2 months paystubs
 - (c) A copy of the Tenant's most recent tax return
4. Concurrently with the Notice to the Tenants, the BCHA may send a Rental Renewal Notice to the landlord to verify rent, utilities, and lease dates. The landlord must submit the requested information and a copy of the new lease, to the BCHA within 10 business days of receipt of the Rental Renewal Notice. The renewed lease must be for an additional 12 months. Month to month leases are not allowed.
5. Should the landlord pursue a just cause non-renewal, documentation must be

provided to BCHA.

D. Exceeding Income Limits at Re-Certification

If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 2 income categories over deed restriction category), the Tenant may continue to rent and occupy the Community Home. With an income increase at 1 category higher than their original income, the tenant will pay the same rent rate. When the tenant achieves an income increase that is 2 categories above their income at intake, the tenant may remain in place for up to twelve (12) additional months at the rent rate increased to their new income category. The original rent amount will be paid to the landlord and the difference between the categories will be paid to the BCHA Housing Fund. During these twelve (12) months' times, the BCHA team may work with the tenant to identify alternate housing.

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Section 4. Purchasing Community Housing

All persons interested in purchasing either Income Category or Workforce Housing must submit the appropriate Application to BCHA, provide proof of completion of the Homebuyer Education Course, and receive as applicable, a Letter of Eligibility or a Letter of Qualification.

- A. Procedures for the Purchase of a Deed Covenant Community Home (including Workforce Market Deed Restricted Homes) subject to an Income Category**
- 1) Some Community Homes are designated for occupancy by residents within a certain Income Category. Only those Applicants with incomes within the specified Income Category may be eligible for those homes. In matching an Applicant to a specific Home, BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines.
 - 2) In all cases, BCHA is the qualifying agent charged with providing a list of potential qualified purchasers of Community Housing to the Seller.
 - 3) BCHA may notify each qualifying applicant within the applicant pool, in order of application date and time, to determine their interest in the available Home. The order of date and time may also be followed in applicant selection. The applicant may be asked to provide a loan pre-approval letter as well as a statement of income. This information may all be verified and accepted by BCHA. Once the selection criteria are met, the Applicant(s) may have opportunity to accept or deny the offer. If the Applicant denies, the BCHA team may contact the next qualified applicant in the pool. This process may continue until an applicant accepts the offer. When an Applicant is matched to a Community Home, the Applicant may be required to sign documents necessary to permit BCHA to obtain a copy of the completed loan application, including analysis of income, assets, and debt, submitted to the lender.
 - 4) If an Applicant fails to secure financing for that Home in the time allowed (as determined by the purchaser and the lender), that Applicant may be eliminated from consideration for purchase of that Community Home but may not lose their position on the waiting list and consideration for future available Homes.
 - 5) An Applicant may, but is not required to, engage the services of a licensed Real Estate Broker in the transaction. Any fees charged by the Real Estate Broker must be

the responsibility of the Applicant.

- 6) Any co-ownership interest other than Joint Tenancy or Tenancy in Common must be approved by BCHA. Co-signers may be approved for ownership of the Community Home but may not jointly occupy the Community Home unless qualified by BCHA. No person may own more than one home either as a sole owner or as a Joint Tenant or Tenant In Common. Co-signed loans may not be allowed.
- 7) Each purchaser is required to sign an acknowledgment and acceptance of the Deed Covenant or the Workforce Market Deed Covenant.

B. Reserving a Newly Constructed Community Home

BCHA may use all reasonable efforts to show newly constructed Community Housing to Applicants prior to the issuance of the certificate of occupancy. A qualified Applicant who is successfully matched with a Community Home may be given the opportunity to enter into a Reservation Agreement for that Community Home. Upon the filing of the final plat the Reservation Agreement may be converted to a Purchase and Sale Agreement in accordance with the terms of the Reservation Agreement.

C. Special Applicant Pool for a Particular Community Housing Development

- 1) Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Applicant Pool may be established for that development. When a Community Home in such a development becomes available for sale or re-sale, BCHA may first use the Special Applicant Pool for that development to find qualified buyers.
- 2) BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(D) of these Guidelines with special prioritization as may be requested by the developer and approved by BCHA. Special prioritization may include the current employees of an employer, a local employee preference, among other things.
- 3) Special prioritization must not be given based on race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status, except as allowed when participating in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs. This Special Applicant Pool may also be open to people moving into the area, as determined by the development.
- 4) The procedure for qualifying an applicant from a special applicant pool must follow the same procedures as outlined in Section 4(A) with the addition prioritizations, as described in Section 4(C)(1)-(3) (above).
- 5) Should the Special Applicant Pool for Community Housing in a Particular Development

be exhausted, without a Community Home being sold, it may be offered to a general Applicant Pool as outlined in Section 4(A).

D. Ongoing Obligations/Requirements for Community Home Ownership

Once an Applicant successfully purchases a Community Home through BCHA, a copy of the executed Purchase and Sale Agreement and closing documents must be filed with BCHA. The Applicant/Applicant Household must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the following additional requirements.

- 1) The owner must complete and submit to BCHA the annual compliance monitoring form. The owner must provide the list of capital improvements, along with receipts, to BCHA at each annual compliance. If these improvements are not reported by the annual compliance monitoring each year, the owner will not be given credit for the improvement.
- 2) The owner must cooperate with BCHA on regular review of property condition and maintenance issues to ensure compliance with provisions of the Deed Covenant. This may require a tour of the property by BCHA staff and an inspector, should staff desire. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant.
- 3) The owner must not offer any portion of the home as a short-term or vacation rental.
- 4) The owner and household members must not acquire residential real estate (excluding shared inheritance).
- 5) The Homeowner's Exemption must be utilized on the community home.
- 6) The owner may not offer any portion of the home as a long-term rental without the prior approval of BCHA, as outlined in Section 4(E)(below).

E. Long-Term Rental Options for Owners of Community Housing

- 1) If an owner of a Community Home desires to rent the Home during an absence, the owner must provide a letter to BCHA detailing the need for the request (illness, education, etc.) and requesting permission to rent the home at least thirty (30) days prior to leaving.
- 2) The leave of absence may be for up to one year.
- 3) The Rental Rate charged must be approved by BCHA and must be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6. Category Local Rental rate is determined by the submarket of potential tenants.
 - (a) The Community Home must be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the home permit the rental. Any prospective Tenant must be qualified by BCHA *prior* to execution of

a lease. A lease must contain the following provisions:

- (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner must give the Tenant a minimum of thirty (30) days' notice prior to the conclusion of any lease.
 - (c) No initial lease term may be for fewer than 90 days and no more than 1 year. The lease is non-renewable. If – within 10 months of the lease - an exemption is approved by the Board to extend the rental beyond one year, the tenant must be provided a buy-out option not to exceed the Maximum Sale Price.
- 4) A copy of the executed lease must be furnished by the owner or tenant to BCHA.
 - 5) The owner must provide the tenant with the HOA rules. The owner is responsible for enforcement of the HOA rules.

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Section 5. Selling Community Housing

Every sale of a Community Home must comply with the deed covenant. BCHA may identify qualified purchasers but does not guarantee the sale of the home.

A. Deed Covenants

Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk’s Office of Blaine County, concurrent with the closing of the sale, a document acknowledging the purchaser’s agreement to be bound by the recorded deed covenant covering the Community Home and these Guidelines.

B. Fees

1) Income -restricted Community Homes:

Unless otherwise instructed by BCHA staff, the seller must pay a non- refundable prepayment of \$500.00 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount may be deducted from the total Administration Fee due to BCHA at closing. This fee may offset costs of radon testing and a home inspection. The home inspection may be critical in calculating the maximum sale price of the home.

At the closing of the sale of the income restricted home, the seller must pay BCHA an Administration Fee equal to three percent (3%) of the sale price or the amount stated in the Deed Covenant if it is less than three percent (3%). The requirement to pay this fee is contained in the Deed Covenant. BCHA may instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing. However, if the home is sold in less than five (5) years of purchase, the percentage may be greater than 3%. The Fee amount is identified in the deed.

2) Workforce Market Community Homes:

At closing of the sale, the seller must pay BCHA a fee as set forth in the deed covenant in the Notice of Intent to Sell.

C. Procedure

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA may treat every purchaser and seller of Community Housing with fairness in accordance with these Community Housing Guidelines and will prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

1) Prior to Selling Notifying BCHA of Intent to Sell

- a) A Community Homeowner interested in selling their Community Home must:
 - i. meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. A home inspection will be conducted to determine the good upkeep of the home. The sale price may not include carryover for improvements completed by the previous owner. The Deed Covenant, Home Inspection, and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants; and
 - ii. Execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided on BCHA’s website (or requested by email). The selection of the purchaser and terms of the transaction may be as described in the Community Housing Guidelines in effect on the date BCHA receives the Notice of Intent to Sell.
- b) The selection of the purchaser, approval of the sale price, and the terms of the purchase and sale must be monitored and must be approved by BCHA.
- c) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner must reimburse BCHA in accordance with Section 5(B)(above).
- d) If a real estate broker is used, the broker must, **prior to the execution of the listing agreement for the Community Home**, sign an acknowledgement and agreement with BCHA that the sale may be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Guidelines.
- e) If the seller consults with legal counsel, licensed real estate brokers, or such related services, the fees may be at the seller’s own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or

purchaser in connection with the sales transaction.

2) Selection of Purchaser and Solicitation of Offers

- a) After BCHA receives the “Notice of Intent to Sell” from the owner, BCHA may create an Applicant Pool for each Community Home to be offered, as outlined in Section 4(A).
- b) BCHA may notify each of the qualifying Applicants, beginning with the longest tenured Applicant, to determine their interest in the available Home. BCHA may coordinate with the Seller, Applicant, or their agents (if applicable) times for viewing the Community Home. Should no eligible applicant be found in the database, all applicants may be notified of the community home availability and its income category. If a waiting list applicant believes they now qualify for the income category indicated, they may contact BCHA for review of income.
- c) Once an Applicant has viewed the Home and is interested in purchasing the Home,
 1. The Applicant must ensure that all application information is updated and verified to the satisfaction of BCHA.
 2. If the selection criteria are met, the Applicant(s) may be given the opportunity to purchase the Home.
The Applicant must ensure that all application information is current on an ongoing basis.
 3. Neither BCHA nor the Seller is obliged to delay the sale of a Community Home for more than five (5) business days to allow an Applicant to update his or her application information.
- d) An Applicant, selected under this procedure, will have five (5) business days from the date of being notified by BCHA to execute a Purchase and Sale Agreement for the Community Home.
 1. If the Applicant does not execute a Purchase and Sale Agreement within that time, the Applicant must forfeit their position in the Applicant Pool, and
 2. The next person in line in the Applicant Pool may be notified and so on, until the Community Home is under contract for purchase.
- e) If the Owner and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next eligible applicant.

D. Additional Information Related to the Sale of Community Housing by a Community Homeowner.

- 1) BCHA, its staff and Board of Commissioners, do not act as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests in administering the Deed Covenant.
- 2) The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.
- 3) Both the Owner and Purchaser are solely responsible for fees charged by their respective agents during and at the conclusion of the Community Home Sale Process.
- 4) Other Fees not charged by BCHA and not contemplated by this Section of the Community Housing Guidelines must not be incorporated into the Initial Purchase Price unless the total of those fees when added to the Purchase Price is less than the Maximum Resale Price listed in the Notice of Intent to Sell.
- 5) BCHA does not guarantee that a Community Homeowner may realize the maximum calculated resale price of the Community Home.
- 6) Not more than one Home may be owned by the same person (Applicant), either as a sole owner or as a Joint Tenant or Tenant-in- Common, nor may another member of an Applicant's Household own another Home.
- 7) If a Notice of Intent to Sell has been given to BCHA and the owner must relocate to another area before the Community Home has been sold, the home may, upon approval of BCHA, be rented to a qualified individual, in accordance with these Guidelines (See Sections 3 and 7) for a maximum period of two (2) years. Notice of the owner's intent to rent the Community Home should also be provided to any applicable homeowners' association at the time the rental request to BCHA is made. A letter requesting permission from BCHA to rent the Community Home until it is sold must be sent to BCHA before the home can be rented.
- 8) If an Owner wishes to lease the Community Home during the Community Home Sales Process, all Tenants must be qualified by BCHA and the Community Home must be leased pursuant to the terms set forth in the Deed Covenant on the Community Home or, if there are no such provisions in the Deed Covenant, upon terms approved by BCHA.
- 9) Each Tenant is entitled to a minimum six (6) month written lease that includes a move out clause with a sixty (60) day notification to the Tenant that the Community Home has been sold. A copy of the executed lease must be furnished by the owner to BCHA.

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Section 7. Applicant Categories and Pricing

Income Categories are used by BCHA to determine the appropriateness of Community Housing development proposals in each location and to determine which Applicants must be considered for particular Community Homes. These Income Categories determined by BCHA are based on percentages of the Area Median Income (AMI) on an annual basis. A Household may purchase or rent a Community Home in a higher Income Category, but not in a lower Income Category. The Household Net Worth must not exceed the published allowable net worth specified for the Income Category. Current income limits and allowable net worth are available in Table 7.1 and on BCHA’s website.

Table 7.1 Household Income Categories by Area Median Income (AMI).

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local 140% + of Median
1	\$ 29,400	\$ 35,250	\$ 47,000	\$ 58,750	\$ 70,500	\$ 82,250	no income limit
2	\$ 33,600	\$ 40,250	\$ 53,700	\$ 67,150	\$ 80,600	\$ 94,000	
3	\$ 37,800	\$ 45,300	\$ 60,400	\$ 75,550	\$ 90,650	\$ 105,750	
4	\$ 41,950	\$ 50,300	\$ 67,100	\$ 83,900	\$ 100,700	\$ 117,500	
5	\$ 45,350	\$ 54,350	\$ 72,500	\$ 90,650	\$ 108,800	\$ 126,900	
6	\$ 48,700	\$ 58,350	\$ 77,850	\$ 97,350	\$ 116,850	\$ 136,300	
Allowable Net Worth	\$ 83,900	\$ 100,600	\$ 134,200	\$ 167,800	\$ 201,400	\$ 235,000	\$ 470,000
Allowable Net Worth (Seniors)	\$ 167,800	\$ 201,200	\$ 268,400	\$ 335,600	\$ 402,800	\$ 470,000	\$ 940,000

A. Calculation of Sales Prices for Existing Community Housing For Categories 1-6

- 1) Maximum sales prices are determined by BCHA based upon CPI and capital improvements, as defined by the deed covenant, made to the home. The price is calculated based upon the federal affordability calculation allowing thirty percent (30%) of Household Income to be allocated to monthly housing cost. The sales price for newly constructed/available Community Housing varies according to the Area Median Income in any given year and according to the calculation of the “maximum monthly housing cost.” “Maximum monthly housing cost” includes the following monthly payments:
 - a) Principal, interest, and mortgage insurance payment (if any) on first mortgage
 - b) Escrow payment of property taxes and property insurance
 - c) Land lease payments if any
 - d) Homeowners/condominium association fees if any
 - e) Utility costs

B. Calculation of Maximum Sales Price for Newly Constructed Community Homes

- 1) The maximum sales price is based on the minimum income of an Income Category to ensure that the price of a Community Home is affordable to every purchaser within that Income Category.
- 2) The amount is determined when BCHA performs a calculation utilizing a Community Housing Pricing Calculator

C. Maximum Monthly Gross Rental Rates for Community Housing

- 1) The maximum monthly gross rental rates for Community Housing are published by BCHA.
- 2) The latest maximum monthly gross rental rates can be found on BCHA’s website. These monthly Gross Rental Rates must be in effect for the term of the initial lease (twelve (12) month minimum). Thereafter, the maximum monthly gross rental rate can be adjusted in accordance with the published maximum monthly gross rental rates at the time of renewal.
- 3) The maximum monthly gross rental rates are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This gross rental rate figure includes utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.
- 4) Please contact BCHA for a Utility Allowance Analysis based on each unit’s size, appliances, and heat source to get a net rental rate figure. The maximum Net Monthly Rent may be less than the published Monthly Gross Rental Rates.

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Section 8. Procedures for Exceptions and Grievances

Situations may arise where a special review is appropriate to allow for exceptions to the application of these Policies, or to address grievances against BCHA for its actions or failure to act in accordance with these Policies. These two processes are described below:

A. Request for an Exception

- 1) Exceptions to any provision of these Policies may be granted by the BCHA Board when, because of unique circumstances, the strict application of the policy places an undue hardship or burden on a particular Applicant, Tenant, or owner. An undue hardship or burden is not merely an inconvenience or issue of preference but must be burdensome or restrictive enough to create a significant difficulty or expense for the Applicant, Tenant, or Owner.
- 2) Any Applicant, Tenant, or Owner may file a request for an Exception with BCHA, in writing stating:
 - a) The Specific BCHA Policy or Policies which the Applicant, Tenant, or Owner is requesting waiver of or alteration to;
 - b) The circumstances constituting an undue hardship or burden which are the basis for the Exception request;
 - c) The action requested to resolve the undue hardship or burden (i.e., partial waiver, complete waiver, or modification of the Policy or Policies); and,
 - d) The name, address, and telephone number of the person making the request and his or her representative, if any.
- 3) Upon receipt of a request for Exception, the BCHA staff shall:
 - a) Review, investigate, and prepare for the BCHA Board a report analyzing and making a recommendation on the requested Exception;
 - b) Shall forward the report to the Board and all parties involved to hear and make a decision on the request, but in no event shall such meeting take place more than thirty (30) days after receipt by BCHA staff of the request for Exception.
- 4) At the meeting, the Board shall review the request and any additional information and evidence presented by the person making the request and any other person present at the meeting. Prior to making a decision on the request, the Board may

continue the meeting as it deems necessary to obtain additional information or for further deliberations, but in no event shall the Board delay a decision by more than thirty (30) days absent exigent circumstances.

The Board may approve, approve with conditions or alterations, or deny a request for an Exception. and such decision shall be issued in writing, and delivered to all parties involved. The decision of the Board shall be supported by written explanation and findings. A decision to approve a request for an Exception shall be based on the following findings:

- 5) Based on the request for Exception and any supplemental documents or information considered, the strict application of the BCHA Community Housing Administrative Policies to the Applicant, Tenant, or Owner causes an undue hardship or burden, and not merely an inconvenience or issue of preference, which is unique to the person and circumstances for which the request is made;

The strict application of the BCHA Community Housing Administrative Policies to the Applicant, Tenant, Owner is the primary cause of the undue hardship or burden, such that the remedy of any other contributing factors would not relieve the Applicant, Tenant, or Owner of the undue hardship or burden.

- a) Approval of the request is consistent with the spirit, purpose, and intent of the Policies;
- b) Approval of the request will not give the person requesting the Exception an undue or unfair advantage over another person, but will merely relieve them of the undue hardship or burden;
- c) Approval of the request will not conflict with any provisions of the BCHA Deed Covenant on the property subject to the request; and
- d) Approval of the request of Exception is the only reasonably available remedy to the undue hardship or burden, and the exception is not overly broad in its scope.

The Board will provide the person making the request with its written decision and findings. The Board will make every effort to render a decision within sixty (60) days after the filing of the request and all requested information. Applicants to whom a request for Exception is denied may appeal the decision by submitting a formal Grievance in accordance with the procedure described below.

B. Grievance Procedure

- 1) A Grievance may be filed by any Applicant, Tenant, or Owner based on an alleged violation by BCHA of one or more provision of this Policy, or as a means of appealing a denied request for Exception.
- 2) Any Applicant, Tenant, or Owner may file a general Grievance with BCHA, in writing, stating:
 - a) The specific provision of this Policy which the Applicant, Tenant, or Owner alleges BCHA to be in violation of;
 - b) The specific BCHA action or omission which the Applicant, Tenant, or Owner alleges to be the violation;
 - c) The action requested to cure the violation; and
 - d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
- 3) Any Applicant, Tenant, or Owner may appeal the denial of a request for Exception by filing a Grievance with BCHA, in writing, stating:
 - a) Which request for Exception is being appealed;
 - b) Evidence demonstrating that the findings necessary to approve a request for Exception, as described in 8.A.5, are present, and that denial was therefore improper;
 - c) The action requested to cure the allegedly improper denial; and
 - d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
- 4) An appeal of the denied request for Exception shall be heard in the same manner described in 8.A.3. If the request is again denied on appeal, the grievant may submit a final appeal to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.

C. Grievance Hearing

The Grievance Hearing must be conducted by BCHA as follows:

- 1) Upon receipt of a written Grievance, a public hearing before the BCHA Board of Commissioners must be scheduled. The grievant must be afforded a fair hearing providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner, and to present evidence.

- 2) Notice of the public hearing shall be provided to the Board, the grievant, and any other parties involved, to be held as soon as practicable and convenient to the Board and the grievant, but in no event shall such hearing take place more than thirty (30) days after receipt by BCHA staff of the grievance.
- 3) Within no less than seven (7) days prior to the hearing, and at the expense of the grievant, the grievant and BCHA must have the opportunity to examine and to copy all documents, records, and regulations of BCHA and the grievant that are relevant to the hearing.
- 4) If, after written request for production of such, any document, record, or regulation is not made available by BCHA or the grievant in the aforementioned manner, said document may not be relied upon at the hearing.
- 5) If any of the above requirements cannot be reasonably fulfilled by the originally scheduled date of the public hearing, the matter may be continued, with or without request by the grievant, and at the discretion of BCHA. Any decisions to continue the hearing shall be provided, in writing, to the grievant as soon as reasonably practicable. Any continued hearing shall be rescheduled for a date no later than thirty (30) days after the originally scheduled hearing.
- 6) At the public hearing, the grievant shall present their argument and the evidence in support of it before the Board.
 - a) The grievant has the right to be represented by counsel.
 - b) Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.
 - c) The opportunity to cross-examine may be afforded or denied at the discretion of BCHA, and, if afforded, may be regulated by BCHA as it deems necessary for a fair hearing.
- 7) Following the conclusion of the public hearing and based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination. Prior to making the decision, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations. However, every attempt must be made to settle a Grievance with BCHA within six months after the date the Grievance is filed, and any decision shall be issued within six months after the date the Grievance is filed.
- 8) BCHA will make its determination on the basis of these Community Housing, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.
- 9) If the complainant fails to appear at the scheduled hearing, BCHA may make a

determination to continue the hearing, dismiss the grievance, or make a determination based upon the written documentation and the evidence submitted.

- 10) The decision of BCHA will be binding on all parties involved, and BCHA and/or the grievant shall take all actions necessary to carry out the decision following its issuance as soon as reasonably practical. If the grievant disagrees with the decision issued by BCHA, they may appeal the decision to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.
- 11) BCHA must have the authority to enforce its determinations, as provided by law and put forth in these Community Housing , BCHA Policies and BCHA-drafted Deed Covenants attached to the land.

D. Alternative mechanisms for hearing and resolution

- 1) In the event that the aforementioned grievance procedure is not an appropriate or reasonably achievable means of resolving the matter, any of the following alternative methods for dispute resolution may be utilized:
 - a) Use of a certified mediator in Blaine County, or as nearby as reasonably practical;
 - b) Through the Idaho Human Rights Commission;
 - c) Through a civil court proceeding;. The grievant may be eligible for pro bono legal assistance through Idaho Legal Aid; or,
 - d) If a Fair Housing violation is suspected, the local jurisdiction may be contacted to conduct an investigation. If the grievant disagrees with the findings of that investigation, they may appeal to the Idaho Human Right’s Commission.

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Section 9. Program Non-Compliance and Enforcement

A. Renter Non-Compliance and Enforcement

- 1) Renters are required to abide by all terms of the lease completely. Should it be determined that a tenant was justly evicted from a Community Housing Unit, the tenant will also be terminated from the BCHA Community Housing Program. The tenant will not be eligible to reapply for a period of 5 years.

B. Homeowner Non-Compliance and Enforcement

- 1) Should the owner deny each of the applicants provided by BCHA, the owner will be reminded of fair housing law and be required to provide written justification for each denial.
- 2) Homeowners who do not comply with the terms of the home deed and/or program expectations, as described within these guidelines, the homeowner may be required to sell the home.

C. Landlord Non-Compliance and Enforcement

- 1) Should the landlord deny each of the applicants provided by BCHA, the landlord will be reminded of fair housing law and be required to provide written justification for each denial.
- 2) The landlord will work in partnership with BCHA on all compliance matters. Should a renter fall out of compliance for any reason, the landlord may begin the eviction process of the renter.
- 3) A copy of any eviction notice must be provided to BCHA.
- 4) Should the owner decide to sell the Housing unit during the lease period, the owner must notify BCHA immediately. The lease must remain intact after the sale. An executed agreement between the buyer and seller must describe the new Property Owner's obligations under this program, plus the following:
 - a) The obligation to abide by the lease terms, or
 - b) If the new owner desires to pursue breaking the lease, they must provide a 30-day notice to the household and to BCHA. Furthermore, the new owner must

pay the household the amount equal to the monthly rent times the number of remaining months, rounded up. In this case, Landing Locals would work to place the tenants into another property.

BCHA will treat every purchaser, seller, and renter of Community Housing with fairness in accordance with these Community Housing Guidelines and will strive to prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

When Recorded Return To:
Blaine County Housing
Authority
P.O. Box 4045
Ketchum, ID 83340



BLAINE COUNTY HOUSING AUTHORITY

**Community Housing
Administrative Guidelines
Adopted October 11, 2023**

2023 Community Housing Administrative

Guidelines

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Section 1. Introduction

A. Mission Statement

The Blaine County Housing Authority’s mission is to advocate for, promote, plan, and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County to maintain an economically diverse, vibrant, and sustainable community.

B. Purpose of Guidelines

1. The purpose of these Guidelines is to define and describe the process of renting, purchasing, or selling Community Homes within Blaine County. They are intended to assist government staff, the development community, applicants, and the public in understanding the priorities for and processes governing Community Housing development and administration in Blaine County. The Guidelines do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.
2. These Guidelines are intended to support the attainment of BCHA goals and to supplement land use and building codes used by the County and Cities. The Guidelines should be used to review land use applications, to establish affordable rental rates and sales prices, to establish criteria for admission and occupancy, and to develop and prioritize current and long-range community housing programs.
3. These Guidelines may be reviewed and updated from time to time.
4. In the event of any conflict between guidelines and the deed covenant, the deed covenant will prevail.

C. Role of The Blaine County Housing Authority

The role of BCHA, as determined by BCHA’s Creating Resolution, are to:

1. Qualify Applicants for Community Housing using the criteria set forth in these Guidelines and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.
2. Match qualified Applicants with available Community Homes.

3. Monitor compliance with and enforcement of these Guidelines and deed covenants.
4. Develop the criteria by which Community Housing is located, designed, developed, and price of Community Housing.
5. Review and provide recommendations on proposed Community Housing in Blaine County and its municipalities in accordance with these Guidelines and BCHA adopted criteria.

D. Authority of the Blaine County Housing Authority

1. BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code.

E. Income Category Chart

Household Income Categories by Area Median Income (AMI).

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local 140% + of Median
1	\$ 29,400	\$ 35,250	\$ 47,000	\$ 58,750	\$ 70,500	\$ 82,250	no income limit
2	\$ 33,600	\$ 40,250	\$ 53,700	\$ 67,150	\$ 80,600	\$ 94,000	
3	\$ 37,800	\$ 45,300	\$ 60,400	\$ 75,550	\$ 90,650	\$ 105,750	
4	\$ 41,950	\$ 50,300	\$ 67,100	\$ 83,900	\$ 100,700	\$ 117,500	
5	\$ 45,350	\$ 54,350	\$ 72,500	\$ 90,650	\$ 108,800	\$ 126,900	
6	\$ 48,700	\$ 58,350	\$ 77,850	\$ 97,350	\$ 116,850	\$ 136,300	
Allowable Net Worth	\$ 83,900	\$ 100,600	\$ 134,200	\$ 167,800	\$ 201,400	\$ 235,000	\$ 470,000
Allowable Net Worth (Seniors)	\$ 167,800	\$ 201,200	\$ 268,400	\$ 335,600	\$ 402,800	\$ 470,000	\$ 940,000

*For Income Categories greater than 6, the household may be classified as “Category L” which is housing that may be offered to the full-time residents and employees of Blaine County.

F. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a completed purchase and sale transaction or a rental lease transaction as compensation for the creation of and monitoring compliance with the deed covenants of Community Housing.
2. **Applicant/Applicant Household** – Persons or households that have completed the BCHA application process to obtain, either through purchase or rental, a Community Home or other housing administered or managed by BCHA.
3. **Applicant Database** – The official BCHA record of persons who have completed the BCHA application process for the rental or purchase of housing subject to a deed covenant (or

other housing managed or administered by BCHA).

4. **Applicant Pool** – Applicants selected from the Applicant Database and matched to a specific property for consideration to either rent or purchase that property.
5. **Appreciation** - proceeds to the selling Owner after deducting the following from the Actual Sales Price: (i) the purchase price paid by the selling Owner; (ii) reasonable and customary escrow and closing costs (including taxes and assessments); (iii) a reasonable real estate sales commission not to exceed six percent (6%) of the Actual Sales Price, (iv) the administrative fee due to BCHA pursuant to Section 4 below, and (v) the cost of Approved Capital Improvements.
6. **Assets** - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.
7. **Capital Improvements** - Unless otherwise defined in the Deed Covenants on the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, replacement, maintenance costs, and standard depreciation when applicable.
8. **Community Housing/Home** - Dwelling units, for sale or rent, restricted typically via deed covenant for households meeting assets, income and/or minimum occupancy guidelines approved by BCHA.
9. **Deed Covenant** - A legally enforceable provision in a deed restricting use, occupancy, alienation, and other attributes of real property ownership or imposing affirmative obligations on the owner or renter of the real property.
10. **Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990.
11. **Employee Housing** - Housing which is required to be developed in conjunction with an organization and is intended for rental by the employees of the enterprise.
12. **Full Time Employee** - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.
13. **Fixture** - Personal property which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property.
14. **Grievance** - Any dispute that an applicant, purchaser, seller, or tenant may have with BCHA with respect to action or failure to act in accordance with the complainant's rights, duties, welfare, or status under these Guidelines.
15. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property, before deductions for expenses, depreciation, taxes, and similar

allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.

16. **Gross Rental Rate** - The total cost (including but not limited to utilities, internet, management fees, taxes, dues, snow removal, pet fees, HOA fees, etc.) charged to a qualified renter of a community home.
17. **Household** - All individuals who are or may intend to occupy the Community Home.
18. **Household Income** – The total Gross Income of all individuals who are or may be occupying the Community Home. Gross income of self-employed households is the gross business income less IRS approved business expenses.
19. **Income Category** – The classification of annual income based upon household size as a percentage of the Area Median Income determined by BCHA.
20. **Joint Tenancy** – ownership of real property by two (2) or more persons, each of whom has an equal undivided interest in the property with the right of survivorship.
21. **Liabilities** - Monetary obligations and debts owed to someone by an individual.
22. **Livable Square Footage** - The interior area of a building measured interior wall to interior wall (i.e., “paint-to-paint”), including all interior partitions, habitable basements, interior storage areas, closets, and laundry area, and excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.
23. **Local** – As it relates to Community Housing, is an individual, employed, retired, or disabled, who resides within Blaine County.
24. **Local Employer** - A business whose business activity is located within Blaine County and whose business employs persons within Blaine County.
25. **Maintenance and Repair** – Work done that keeps your property in a normal efficient operating condition.
26. **Maximum Sale Price** – The allowable sale price of a Community Home as provided to owners by BCHA or subsequent sales, as set forth in the applicable Deed Covenant.
27. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all individuals who may be occupying the Community Home. Retirement accounts may be reviewed on a case-by-case basis to determine whether they must be included in the net worth calculation.
28. **Primary Residence** - The sole and exclusive place of residence.
29. **Retired Person** – A person who has (i) resided in or (ii) was either self-employed full-time or was a Full-Time Employee in Blaine County, Idaho, for not less than ten (10) out of the fifteen (15) years prior to the date of qualification.
30. **Retirement Age** – 65 years of age.
31. **Special Applicant Pool** – A waiting list for a development that intends to house a specific

population (i.e., Employees)

32. **Special Review for Exceptions** - A review of a petition to waive the provision of these Guidelines due to special circumstances.
33. **Tenant** - A person who is leasing or has leased a Community Home that is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Guidelines.
34. **Workforce Housing** – Units that are deed restricted and owned by specific employers.

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Section 2. Qualifying to Rent or Purchase Community Housing

A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant

To qualify to rent or purchase an Income-restricted Community Home, the Applicant/Applicant Household must meet the criteria as stated below:

1. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
 - (a) Be a Full-Time Employee working in Blaine County; or
 - (b) Be a Retired Person who was a Full-Time Employee in Blaine County immediately prior to his/her retirement and who currently lives in Blaine County as his/her Primary Residence and is 65 years of age or older; or
 - (c) Be a Disabled Person residing in Blaine County who was a Full-Time Employee in Blaine County immediately prior to his/her disability or who currently in Blaine County as their Primary Residence, and
 - (d) The Applicant/Applicant Household states their intent to occupy the Community Home as their Primary Residence.
2. No member of the Household may own developed residential real estate or a mobile home.
3. The Income Category of the Household is determined by the greater of:
 - (a) total Gross Income of all members of the Household must not exceed the maximum Household Income specified, which is calculated using the chart in Section 1. The actual dollar amount changes annually and is listed as Income Limits published by BCHA on its website for the Income Category and Household Size; and
 - (b) The category of their Household Net Worth (the total net worth of all members of the Household).

B. Applying for Rental or Purchase of a Community Home

1. General Application

- (a) All persons wishing to rent or purchase a Community Home must submit a completed General Application for Community Housing Form to BCHA (the current application can be found on BCHA's website). The application to rent is a single step process (General Application form only); the application to purchase is a two-step process (General Application and Purchase Requirements). A General Application may be certified by BCHA as complete only when the necessary steps have been completed.
- (b) The General Application Form is provided by BCHA.
- (c) Upon receipt of the completed General Application, BCHA may provide the Applicant with a Letter of Eligibility specifying the Income Category. The Letter of Eligibility is based only on information supplied by the Applicant and, as such, is unverified; verification is explained further in Section 2(C), below.

C. Verifying Application Information

1. BCHA may request additional documentation such as proof of residency, income, assets, and employment. All information and documentation submitted must be held confidential by BCHA and must not be subject to Open Records Requests by the public. Such documentation is used to determine that an Applicant meets the criteria set forth in Section 2.A and/or to verify the information provided in the application under 2(B). All or some of the following may be requested:
 - (a) Federal income tax returns for the most recent year.
 - (b) A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, the Applicant's income may be averaged based upon current income and the previous year's tax returns to establish an Income Category for the purpose of purchasing a Community Home.
 - (c) Verification of employment in Blaine County.
 - (d) Copy of valid Driver's License or State Identification Card.
 - (e) If the Applicant receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements, and modifications to the decree.
 - (f) Any other documentation that BCHA deems necessary to determine eligibility.
2. Upon receipt of the completed General Application and requested verification forms, the Applicant's name and all information for individuals, households, and/or local employers may be retained in the Applicant Database. On an annual basis, as part of the annual purge process, the applicant must confirm or update the information to

remain in the Applicant Database. All information may be re-verified at the time an applicant is selected to rent or purchase a Community Home. If information is not updated upon request, the applicant will be removed from the Applicant Database.

D. Process for Matching Applicants to Available Community Housing

In general, the matching process occurs as follows:

1. When a Community Home becomes available, the home size, type, Income Category, and location of that Home are checked against the Applicant Database. All Applicants matching the qualifications for a given Community Home are then grouped into the “Applicant Pool” for that Home.
2. Households are prioritized by date and time of application on the list for the Income Category for which they qualify.
3. Household size that best matches the number of bedrooms will be prioritized for Income Categories 1 to 6 (“right-sized households”).

# of bedrooms	# of people in the household, when right-sized
studio	1 person
1 bedroom	1 to 3 people
2 bedroom	2 to 5 people
3 bedroom	3 to 7 people
4 bedroom	4 to 9 people

- (a) Purchase price or rental amount may be determined on basis of an assumed household size in accordance with the Area Median Income (AMI).
4. If an Applicant has previously qualified and the Applicant’s Household composition subsequently changes (due to marriage, divorce, separation, an increase, or reduction in the number of dependents, etc.), the Applicant may still be eligible for purchase or rental of Community Housing, provided that the Household continues to qualify under the Income Category and other considerations. It is the Applicant’s responsibility to continuously update Household information with BCHA prior to being placed into an Applicant Pool.
5. When an Applicant purchases a Community Home, the Applicant’s application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.
6. When an Applicant rents a Community Home, the Applicant’s application is retained and is used as a basis for subsequent recertification and may be used to qualify for future purchase of a Community Home.

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Section 3. Renting Community Housing

All Applicants interested in renting Community Housing must submit a General Application for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA is the “qualifying agent” charged with providing landlords of Community Housing with a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

A. Procedures for the Rental of an Income-restricted Deed Restricted Community Home

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Thus, only those Applicants with incomes at or below the Income Category of the available rental may be eligible.
2. Once BCHA has received a Notice of Intent to Rent from the owner of rental Community Housing, BCHA may identify the top three (3) qualified applicants and present them to the owner for his or her selection for tenancy. (NOTE: In matching an Applicant to a specific Community Home, BCHA may present a “candidate” pool to the landlord or landlord’s agent, based upon Income Category, affordability in relation to income and household size, length of time in the BCHA database, and location preference as given by the applicant.)
3. The final determination and offer of tenancy to one of the three (3) qualified applicants is the decision of the owner, not BCHA. It is, however, expected that the owner will follow all Fair Housing Laws in their selection of the tenant. Candidates who are not selected will not lose their position within the BCHA Database.
4. An Applicant who is selected to rent a Community Home, but who is unable to take the Home, may not lose their position within the BCHA Database for future available Community Housing unless an Applicant has been previously selected to rent a Community Home and has rejected an offer to rent two (2) times. After the third refusal to rent, the Applicant’s initial application date may be adjusted to be effective as of the date of the third refusal to rent.

B. Ongoing Obligations/Requirements for Renting Community Housing

Once an Applicant secures a rental Community Home through BCHA, the landlord must file a copy of the executed lease with BCHA. The lease must contain the following provisions:

1. Beginning and end dates of the lease.
2. Names of all unit occupants.
3. Security deposit amount and fees.
4. Rent amount and how/where to be paid.
5. Owner's right of entry.
6. Repairs and Maintenance.
7. What utilities are paid by the tenant.
8. What appliances are provided by the landlord.
9. Tenant Requirements.
10. If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant must be deemed to have ceased to use the Home as a Primary Residence and must be required to relinquish the Community Home.
11. A disclosure that Tenants must be re-certified for each year of the lease term.
12. An Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing executed by the Tenant.
13. The Tenant must use the Home as their Primary Residence.
14. All leases must be for a 12-month period.

C. Annual Re-Certification to Rent Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing must be reviewed and verified annually (i.e., re-certified) to ensure that they meet minimum residency and income category requirements under BCHA Guidelines that are in force at the time of the review. BCHA may charge the landlord an annual renewal fee as set by the Board.
2. To assist in this re-certification process, BCHA may send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.
3. The Tenant must, within 10 business days of receipt, submit to the BCHA:
 - (a) The completed Form with updated information
 - (b) A copy of the Tenant's previous 2 months paystubs
 - (c) A copy of the Tenant's most recent tax return
4. Concurrently with the Notice to the Tenants, the BCHA may send a Rental Renewal Notice to the landlord to verify rent, utilities, and lease dates. The landlord must submit the requested information and a copy of the new lease, to the BCHA within 10 business days of receipt of the Rental Renewal Notice. The renewed lease must be for an additional 12 months. Month to month leases are not allowed.
5. Should the landlord pursue a just cause non-renewal, documentation must be

provided to BCHA.

D. Exceeding Income Limits at Re-Certification

If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 2 income categories over deed restriction category), the Tenant may continue to rent and occupy the Community Home. With an income increase at 1 category higher than their original income, the tenant will pay the same rent rate. When the tenant achieves an income increase that is 2 categories above their income at intake, the tenant may remain in place for up to twelve (12) additional months at the rent rate increased to their new income category. The original rent amount will be paid to the landlord and the difference between the categories will be paid to the BCHA Housing Fund. During these twelve (12) months' times, the BCHA team may work with the tenant to identify alternate housing.

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Section 4. Purchasing Community Housing

All persons interested in purchasing either Income Category or Workforce Housing must submit the appropriate Application to BCHA, provide proof of completion of the Homebuyer Education Course, and receive as applicable, a Letter of Eligibility or a Letter of Qualification.

- A. Procedures for the Purchase of a Deed Covenant Community Home (including Workforce Market Deed Restricted Homes) subject to an Income Category**
- 1) Some Community Homes are designated for occupancy by residents within a certain Income Category. Only those Applicants with incomes within the specified Income Category may be eligible for those homes. In matching an Applicant to a specific Home, BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines.
 - 2) In all cases, BCHA is the qualifying agent charged with providing a list of potential qualified purchasers of Community Housing to the Seller.
 - 3) BCHA may notify each qualifying applicant within the applicant pool, in order of application date and time, to determine their interest in the available Home. The order of date and time may also be followed in applicant selection. The applicant may be asked to provide a loan pre-approval letter as well as a statement of income. This information may all be verified and accepted by BCHA. Once the selection criteria are met, the Applicant(s) may have opportunity to accept or deny the offer. If the Applicant denies, the BCHA team may contact the next qualified applicant in the pool. This process may continue until an applicant accepts the offer. When an Applicant is matched to a Community Home, the Applicant may be required to sign documents necessary to permit BCHA to obtain a copy of the completed loan application, including analysis of income, assets, and debt, submitted to the lender.
 - 4) If an Applicant fails to secure financing for that Home in the time allowed (as determined by the purchaser and the lender), that Applicant may be eliminated from consideration for purchase of that Community Home but may not lose their position on the waiting list and consideration for future available Homes.
 - 5) An Applicant may, but is not required to, engage the services of a licensed Real Estate Broker in the transaction. Any fees charged by the Real Estate Broker must be

the responsibility of the Applicant.

- 6) Any co-ownership interest other than Joint Tenancy or Tenancy in Common must be approved by BCHA. Co-signers may be approved for ownership of the Community Home but may not jointly occupy the Community Home unless qualified by BCHA. No person may own more than one home either as a sole owner or as a Joint Tenant or Tenant In Common. Co-signed loans may not be allowed.
- 7) Each purchaser is required to sign an acknowledgment and acceptance of the Deed Covenant or the Workforce Market Deed Covenant.

B. Reserving a Newly Constructed Community Home

BCHA may use all reasonable efforts to show newly constructed Community Housing to Applicants prior to the issuance of the certificate of occupancy. A qualified Applicant who is successfully matched with a Community Home may be given the opportunity to enter into a Reservation Agreement for that Community Home. Upon the filing of the final plat the Reservation Agreement may be converted to a Purchase and Sale Agreement in accordance with the terms of the Reservation Agreement.

C. Special Applicant Pool for a Particular Community Housing Development

- 1) Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Applicant Pool may be established for that development. When a Community Home in such a development becomes available for sale or re-sale, BCHA may first use the Special Applicant Pool for that development to find qualified buyers.
- 2) BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(D) of these Guidelines with special prioritization as may be requested by the developer and approved by BCHA. Special prioritization may include the current employees of an employer, a local employee preference, among other things.
- 3) Special prioritization must not be given based on race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status, except as allowed when participating in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs. This Special Applicant Pool may also be open to people moving into the area, as determined by the development.
- 4) The procedure for qualifying an applicant from a special applicant pool must follow the same procedures as outlined in Section 4(A) with the addition prioritizations, as described in Section 4(C)(1)-(3) (above).
- 5) Should the Special Applicant Pool for Community Housing in a Particular Development

be exhausted, without a Community Home being sold, it may be offered to a general Applicant Pool as outlined in Section 4(A).

D. Ongoing Obligations/Requirements for Community Home Ownership

Once an Applicant successfully purchases a Community Home through BCHA, a copy of the executed Purchase and Sale Agreement and closing documents must be filed with BCHA. The Applicant/Applicant Household must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the following additional requirements.

- 1) The owner must complete and submit to BCHA the annual compliance monitoring form. The owner must provide the list of capital improvements, along with receipts, to BCHA at each annual compliance. If these improvements are not reported by the annual compliance monitoring each year, the owner will not be given credit for the improvement.
- 2) The owner must cooperate with BCHA on regular review of property condition and maintenance issues to ensure compliance with provisions of the Deed Covenant. This may require a tour of the property by BCHA staff and an inspector, should staff desire. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant.
- 3) The owner must not offer any portion of the home as a short-term or vacation rental.
- 4) The owner and household members must not acquire residential real estate (excluding shared inheritance).
- 5) The Homeowner's Exemption must be utilized on the community home.
- 6) The owner may not offer any portion of the home as a long-term rental without the prior approval of BCHA, as outlined in Section 4(E)(below).

E. Long-Term Rental Options for Owners of Community Housing

- 1) If an owner of a Community Home desires to rent the Home during an absence, the owner must provide a letter to BCHA detailing the need for the request (illness, education, etc.) and requesting permission to rent the home at least thirty (30) days prior to leaving.
- 2) The leave of absence may be for up to one year.
- 3) The Rental Rate charged must be approved by BCHA and must be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6. Category Local Rental rate is determined by the submarket of potential tenants.
 - (a) The Community Home must be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the home permit the rental. Any prospective Tenant must be qualified by BCHA *prior* to execution of

a lease. A lease must contain the following provisions:

- (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner must give the Tenant a minimum of thirty (30) days' notice prior to the conclusion of any lease.
 - (c) No initial lease term may be for fewer than 90 days and no more than 1 year. The lease is non-renewable. If – within 10 months of the lease - an exemption is approved by the Board to extend the rental beyond one year, the tenant must be provided a buy-out option not to exceed the Maximum Sale Price.
- 4) A copy of the executed lease must be furnished by the owner or tenant to BCHA.
 - 5) The owner must provide the tenant with the HOA rules. The owner is responsible for enforcement of the HOA rules.

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Section 5. Selling Community Housing

Every sale of a Community Home must comply with the deed covenant. BCHA may identify qualified purchasers but does not guarantee the sale of the home.

A. Deed Covenants

Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk’s Office of Blaine County, concurrent with the closing of the sale, a document acknowledging the purchaser’s agreement to be bound by the recorded deed covenant covering the Community Home and these Guidelines.

B. Fees

1) Income -restricted Community Homes:

Unless otherwise instructed by BCHA staff, the seller must pay a non- refundable prepayment of \$500.00 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount may be deducted from the total Administration Fee due to BCHA at closing. This fee may offset costs of radon testing and a home inspection. The home inspection may be critical in calculating the maximum sale price of the home.

At the closing of the sale of the income restricted home, the seller must pay BCHA an Administration Fee equal to three percent (3%) of the sale price or the amount stated in the Deed Covenant if it is less than three percent (3%). The requirement to pay this fee is contained in the Deed Covenant. BCHA may instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing. However, if the home is sold in less than five (5) years of purchase, the percentage may be greater than 3%. The Fee amount is identified in the deed.

2) Workforce Market Community Homes:

At closing of the sale, the seller must pay BCHA a fee as set forth in the deed covenant in the Notice of Intent to Sell.

C. Procedure

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA may treat every purchaser and seller of Community Housing with fairness in accordance with these Community Housing Guidelines and will prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

1) Prior to Selling Notifying BCHA of Intent to Sell

- a) A Community Homeowner interested in selling their Community Home must:
 - i. meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. A home inspection will be conducted to determine the good upkeep of the home. The sale price may not include carryover for improvements completed by the previous owner. The Deed Covenant, Home Inspection, and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants; and
 - ii. Execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided on BCHA’s website (or requested by email). The selection of the purchaser and terms of the transaction may be as described in the Community Housing Guidelines in effect on the date BCHA receives the Notice of Intent to Sell.
- b) The selection of the purchaser, approval of the sale price, and the terms of the purchase and sale must be monitored and must be approved by BCHA.
- c) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner must reimburse BCHA in accordance with Section 5(B)(above).
- d) If a real estate broker is used, the broker must, **prior to the execution of the listing agreement for the Community Home**, sign an acknowledgement and agreement with BCHA that the sale may be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Guidelines.
- e) If the seller consults with legal counsel, licensed real estate brokers, or such related services, the fees may be at the seller’s own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or

purchaser in connection with the sales transaction.

2) Selection of Purchaser and Solicitation of Offers

- a) After BCHA receives the “Notice of Intent to Sell” from the owner, BCHA may create an Applicant Pool for each Community Home to be offered, as outlined in Section 4(A).
- b) BCHA may notify each of the qualifying Applicants, beginning with the longest tenured Applicant, to determine their interest in the available Home. BCHA may coordinate with the Seller, Applicant, or their agents (if applicable) times for viewing the Community Home. Should no eligible applicant be found in the database, all applicants may be notified of the community home availability and its income category. If a waiting list applicant believes they now qualify for the income category indicated, they may contact BCHA for review of income.
- c) Once an Applicant has viewed the Home and is interested in purchasing the Home,
 1. The Applicant must ensure that all application information is updated and verified to the satisfaction of BCHA.
 2. If the selection criteria are met, the Applicant(s) may be given the opportunity to purchase the Home.
The Applicant must ensure that all application information is current on an ongoing basis.
 3. Neither BCHA nor the Seller is obliged to delay the sale of a Community Home for more than five (5) business days to allow an Applicant to update his or her application information.
- d) An Applicant, selected under this procedure, will have five (5) business days from the date of being notified by BCHA to execute a Purchase and Sale Agreement for the Community Home.
 1. If the Applicant does not execute a Purchase and Sale Agreement within that time, the Applicant must forfeit their position in the Applicant Pool, and
 2. The next person in line in the Applicant Pool may be notified and so on, until the Community Home is under contract for purchase.
- e) If the Owner and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next eligible applicant.

D. Additional Information Related to the Sale of Community Housing by a Community Homeowner.

- 1) BCHA, its staff and Board of Commissioners, do not act as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests in administering the Deed Covenant.
- 2) The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.
- 3) Both the Owner and Purchaser are solely responsible for fees charged by their respective agents during and at the conclusion of the Community Home Sale Process.
- 4) Other Fees not charged by BCHA and not contemplated by this Section of the Community Housing Guidelines must not be incorporated into the Initial Purchase Price unless the total of those fees when added to the Purchase Price is less than the Maximum Resale Price listed in the Notice of Intent to Sell.
- 5) BCHA does not guarantee that a Community Homeowner may realize the maximum calculated resale price of the Community Home.
- 6) Not more than one Home may be owned by the same person (Applicant), either as a sole owner or as a Joint Tenant or Tenant-in- Common, nor may another member of an Applicant's Household own another Home.
- 7) If a Notice of Intent to Sell has been given to BCHA and the owner must relocate to another area before the Community Home has been sold, the home may, upon approval of BCHA, be rented to a qualified individual, in accordance with these Guidelines (See Sections 3 and 7) for a maximum period of two (2) years. Notice of the owner's intent to rent the Community Home should also be provided to any applicable homeowners' association at the time the rental request to BCHA is made. A letter requesting permission from BCHA to rent the Community Home until it is sold must be sent to BCHA before the home can be rented.
- 8) If an Owner wishes to lease the Community Home during the Community Home Sales Process, all Tenants must be qualified by BCHA and the Community Home must be leased pursuant to the terms set forth in the Deed Covenant on the Community Home or, if there are no such provisions in the Deed Covenant, upon terms approved by BCHA.
- 9) Each Tenant is entitled to a minimum six (6) month written lease that includes a move out clause with a sixty (60) day notification to the Tenant that the Community Home has been sold. A copy of the executed lease must be furnished by the owner to BCHA.

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Section 6. Reserved

Section 6. Reserved

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Section 7. Applicant Categories and Pricing

Income Categories are used by BCHA to determine the appropriateness of Community Housing development proposals in each location and to determine which Applicants must be considered for particular Community Homes. These Income Categories determined by BCHA are based on percentages of the Area Median Income (AMI) on an annual basis. A Household may purchase or rent a Community Home in a higher Income Category, but not in a lower Income Category. The Household Net Worth must not exceed the published allowable net worth specified for the Income Category. Current income limits and allowable net worth are available in Table 7.1 and on BCHA’s website.

Table 7.1 Household Income Categories by Area Median Income (AMI).

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local 140% + of Median
1	\$ 29,400	\$ 35,250	\$ 47,000	\$ 58,750	\$ 70,500	\$ 82,250	no income limit
2	\$ 33,600	\$ 40,250	\$ 53,700	\$ 67,150	\$ 80,600	\$ 94,000	
3	\$ 37,800	\$ 45,300	\$ 60,400	\$ 75,550	\$ 90,650	\$ 105,750	
4	\$ 41,950	\$ 50,300	\$ 67,100	\$ 83,900	\$ 100,700	\$ 117,500	
5	\$ 45,350	\$ 54,350	\$ 72,500	\$ 90,650	\$ 108,800	\$ 126,900	
6	\$ 48,700	\$ 58,350	\$ 77,850	\$ 97,350	\$ 116,850	\$ 136,300	
Allowable Net Worth	\$ 83,900	\$ 100,600	\$ 134,200	\$ 167,800	\$ 201,400	\$ 235,000	\$ 470,000
Allowable Net Worth (Seniors)	\$ 167,800	\$ 201,200	\$ 268,400	\$ 335,600	\$ 402,800	\$ 470,000	\$ 940,000

A. Calculation of Sales Prices for Existing Community Housing For Categories 1-6

- 1) Maximum sales prices are determined by BCHA based upon CPI and capital improvements, as defined by the deed covenant, made to the home. The price is calculated based upon the federal affordability calculation allowing thirty percent (30%) of Household Income to be allocated to monthly housing cost. The sales price for newly constructed/available Community Housing varies according to the Area Median Income in any given year and according to the calculation of the “maximum monthly housing cost.” “Maximum monthly housing cost” includes the following monthly payments:
 - a) Principal, interest, and mortgage insurance payment (if any) on first mortgage
 - b) Escrow payment of property taxes and property insurance
 - c) Land lease payments if any
 - d) Homeowners/condominium association fees if any
 - e) Utility costs

B. Calculation of Maximum Sales Price for Newly Constructed Community Homes

- 1) The maximum sales price is based on the minimum income of an Income Category to ensure that the price of a Community Home is affordable to every purchaser within that Income Category.
- 2) The amount is determined when BCHA performs a calculation utilizing a Community Housing Pricing Calculator

C. Maximum Monthly Gross Rental Rates for Community Housing

- 1) The maximum monthly gross rental rates for Community Housing are published by BCHA.
- 2) The latest maximum monthly gross rental rates can be found on BCHA’s website. These monthly Gross Rental Rates must be in effect for the term of the initial lease (twelve (12) month minimum). Thereafter, the maximum monthly gross rental rate can be adjusted in accordance with the published maximum monthly gross rental rates at the time of renewal.
- 3) The maximum monthly gross rental rates are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This gross rental rate figure includes utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.
- 4) Please contact BCHA for a Utility Allowance Analysis based on each unit’s size, appliances, and heat source to get a net rental rate figure. The maximum Net Monthly Rent may be less than the published Monthly Gross Rental Rates.

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Section 8. Procedures for Exceptions and Grievances

Situations may arise where a special review is appropriate to allow for exceptions to the application of these Policies, or to address grievances against BCHA for its actions or failure to act in accordance with these Policies. These two processes are described below:

A. Request for an Exception

- 1) Exceptions to any provision of these Policies may be granted by the BCHA Board when, because of unique circumstances, the strict application of the policy places an undue hardship or burden on a particular Applicant, Tenant, or owner. An undue hardship or burden is not merely an inconvenience or issue of preference but must be burdensome or restrictive enough to create a significant difficulty or expense for the Applicant, Tenant, or Owner.
- 2) Any Applicant, Tenant, or Owner may file a request for an Exception with BCHA, in writing stating:
 - a) The Specific BCHA Policy or Policies which the Applicant, Tenant, or Owner is requesting waiver of or alteration to;
 - b) The circumstances constituting an undue hardship or burden which are the basis for the Exception request;
 - c) The action requested to resolve the undue hardship or burden (i.e., partial waiver, complete waiver, or modification of the Policy or Policies); and,
 - d) The name, address, and telephone number of the person making the request and his or her representative, if any.
- 3) Upon receipt of a request for Exception, the BCHA staff shall:
 - a) Review, investigate, and prepare for the BCHA Board a report analyzing and making a recommendation on the requested Exception;
 - b) Shall forward the report to the Board and all parties involved to hear and make a decision on the request, but in no event shall such meeting take place more than thirty (30) days after receipt by BCHA staff of the request for Exception.
- 4) At the meeting, the Board shall review the request and any additional information and evidence presented by the person making the request and any other person present at the meeting. Prior to making a decision on the request, the Board may

continue the meeting as it deems necessary to obtain additional information or for further deliberations, but in no event shall the Board delay a decision by more than thirty (30) days absent exigent circumstances.

The Board may approve, approve with conditions or alterations, or deny a request for an Exception. and such decision shall be issued in writing, and delivered to all parties involved. The decision of the Board shall be supported by written explanation and findings. A decision to approve a request for an Exception shall be based on the following findings:

- 5) Based on the request for Exception and any supplemental documents or information considered, the strict application of the BCHA Community Housing Administrative Policies to the Applicant, Tenant, or Owner causes an undue hardship or burden, and not merely an inconvenience or issue of preference, which is unique to the person and circumstances for which the request is made;

The strict application of the BCHA Community Housing Administrative Policies to the Applicant, Tenant, Owner is the primary cause of the undue hardship or burden, such that the remedy of any other contributing factors would not relieve the Applicant, Tenant, or Owner of the undue hardship or burden.

- a) Approval of the request is consistent with the spirit, purpose, and intent of the Policies;
- b) Approval of the request will not give the person requesting the Exception an undue or unfair advantage over another person, but will merely relieve them of the undue hardship or burden;
- c) Approval of the request will not conflict with any provisions of the BCHA Deed Covenant on the property subject to the request; and
- d) Approval of the request of Exception is the only reasonably available remedy to the undue hardship or burden, and the exception is not overly broad in its scope.

The Board will provide the person making the request with its written decision and findings. The Board will make every effort to render a decision within sixty (60) days after the filing of the request and all requested information. Applicants to whom a request for Exception is denied may appeal the decision by submitting a formal Grievance in accordance with the procedure described below.

B. Grievance Procedure

- 1) A Grievance may be filed by any Applicant, Tenant, or Owner based on an alleged violation by BCHA of one or more provision of this Policy, or as a means of appealing a denied request for Exception.
- 2) Any Applicant, Tenant, or Owner may file a general Grievance with BCHA, in writing, stating:
 - a) The specific provision of this Policy which the Applicant, Tenant, or Owner alleges BCHA to be in violation of;
 - b) The specific BCHA action or omission which the Applicant, Tenant, or Owner alleges to be the violation;
 - c) The action requested to cure the violation; and
 - d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
- 3) Any Applicant, Tenant, or Owner may appeal the denial of a request for Exception by filing a Grievance with BCHA, in writing, stating:
 - a) Which request for Exception is being appealed;
 - b) Evidence demonstrating that the findings necessary to approve a request for Exception, as described in 8.A.5, are present, and that denial was therefore improper;
 - c) The action requested to cure the allegedly improper denial; and
 - d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
- 4) An appeal of the denied request for Exception shall be heard in the same manner described in 8.A.3. If the request is again denied on appeal, the grievant may submit a final appeal to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.

C. Grievance Hearing

The Grievance Hearing must be conducted by BCHA as follows:

- 1) Upon receipt of a written Grievance, a public hearing before the BCHA Board of Commissioners must be scheduled. The grievant must be afforded a fair hearing providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner, and to present evidence.

- 2) Notice of the public hearing shall be provided to the Board, the grievant, and any other parties involved, to be held as soon as practicable and convenient to the Board and the grievant, but in no event shall such hearing take place more than thirty (30) days after receipt by BCHA staff of the grievance.
- 3) Within no less than seven (7) days prior to the hearing, and at the expense of the grievant, the grievant and BCHA must have the opportunity to examine and to copy all documents, records, and regulations of BCHA and the grievant that are relevant to the hearing.
- 4) If, after written request for production of such, any document, record, or regulation is not made available by BCHA or the grievant in the aforementioned manner, said document may not be relied upon at the hearing.
- 5) If any of the above requirements cannot be reasonably fulfilled by the originally scheduled date of the public hearing, the matter may be continued, with or without request by the grievant, and at the discretion of BCHA. Any decisions to continue the hearing shall be provided, in writing, to the grievant as soon as reasonably practicable. Any continued hearing shall be rescheduled for a date no later than thirty (30) days after the originally scheduled hearing.
- 6) At the public hearing, the grievant shall present their argument and the evidence in support of it before the Board.
 - a) The grievant has the right to be represented by counsel.
 - b) Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.
 - c) The opportunity to cross-examine may be afforded or denied at the discretion of BCHA, and, if afforded, may be regulated by BCHA as it deems necessary for a fair hearing.
- 7) Following the conclusion of the public hearing and based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination. Prior to making the decision, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations. However, every attempt must be made to settle a Grievance with BCHA within six months after the date the Grievance is filed, and any decision shall be issued within six months after the date the Grievance is filed.
- 8) BCHA will make its determination on the basis of these Community Housing, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.
- 9) If the complainant fails to appear at the scheduled hearing, BCHA may make a

determination to continue the hearing, dismiss the grievance, or make a determination based upon the written documentation and the evidence submitted.

- 10) The decision of BCHA will be binding on all parties involved, and BCHA and/or the grievant shall take all actions necessary to carry out the decision following its issuance as soon as reasonably practical. If the grievant disagrees with the decision issued by BCHA, they may appeal the decision to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.
- 11) BCHA must have the authority to enforce its determinations, as provided by law and put forth in these Community Housing , BCHA Policies and BCHA-drafted Deed Covenants attached to the land.

D. Alternative mechanisms for hearing and resolution

- 1) In the event that the aforementioned grievance procedure is not an appropriate or reasonably achievable means of resolving the matter, any of the following alternative methods for dispute resolution may be utilized:
 - a) Use of a certified mediator in Blaine County, or as nearby as reasonably practical;
 - b) Through the Idaho Human Rights Commission;
 - c) Through a civil court proceeding;. The grievant may be eligible for pro bono legal assistance through Idaho Legal Aid; or,
 - d) If a Fair Housing violation is suspected, the local jurisdiction may be contacted to conduct an investigation. If the grievant disagrees with the findings of that investigation, they may appeal to the Idaho Human Right’s Commission.

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Section 9. Program Non-Compliance and Enforcement

A. Renter Non-Compliance and Enforcement

- 1) Renters are required to abide by all terms of the lease completely. Should it be determined that a tenant was justly evicted from a Community Housing Unit, the tenant will also be terminated from the BCHA Community Housing Program. The tenant will not be eligible to reapply for a period of 5 years.

B. Homeowner Non-Compliance and Enforcement

- 1) Should the owner deny each of the applicants provided by BCHA, the owner will be reminded of fair housing law and be required to provide written justification for each denial.
- 2) Homeowners who do not comply with the terms of the home deed and/or program expectations, as described within these guidelines, the homeowner may be required to sell the home.

C. Landlord Non-Compliance and Enforcement

- 1) Should the landlord deny each of the applicants provided by BCHA, the landlord will be reminded of fair housing law and be required to provide written justification for each denial.
- 2) The landlord will work in partnership with BCHA on all compliance matters. Should a renter fall out of compliance for any reason, the landlord may begin the eviction process of the renter.
- 3) A copy of any eviction notice must be provided to BCHA.
- 4) Should the owner decide to sell the Housing unit during the lease period, the owner must notify BCHA immediately. The lease must remain intact after the sale. An executed agreement between the buyer and seller must describe the new Property Owner's obligations under this program, plus the following:
 - a) The obligation to abide by the lease terms, or
 - b) If the new owner desires to pursue breaking the lease, they must provide a 30-day notice to the household and to BCHA. Furthermore, the new owner must

pay the household the amount equal to the monthly rent times the number of remaining months, rounded up. In this case, Landing Locals would work to place the tenants into another property.

BCHA will treat every purchaser, seller, and renter of Community Housing with fairness in accordance with these Community Housing Guidelines and will strive to prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

"I move to approve executing the Master Lease for High Country Motel"

Reasons for Recommendation:

- High Country Motel is the only option we've found for adding new, temporary transitional housing units for this winter. The owner has agreed to dropping the price from the \$2,800 per month per room last year to \$1,950 this year.
- High Country Motel was used last year by Blaine County Charitable Fund and the property manager and owner are supportive of using the 12 rooms as transitional housing.
- BCHA currently has 27 households in need of emergency housing on BCHA's waitlist after opening up the pre-application in August.

Policy Analysis and Background (non-consent items only):

Goal 3 of BCHA's Strategic Plan: Expand, Coordinate + Improve Services to Create Housing Stability
Action 2. Address the immediate needs of unhoused and people at risk of displacement

We do not have any indication that homelessness has decreased since last winter, when there were over 200 people experiencing homelessness on any given night. BCHA currently has 27 households experiencing homelessness on its waitlist. Ensuring that at least some of these households have a warm, safe place to sleep could save lives, assists adult functioning and childhood development, and reduces costs to the service sector.

The City of Ketchum + BCHA housing budget has about \$200,000 available for emergency and transitional housing for the next fiscal year. Staff estimate that the cost to BCHA for master leasing High Country Motel for six months would cost about \$80,000 when charging households by income. The worst-case scenario – were no one working or if suddenly there were no need for the rooms – would cost \$140,400. However, BCHA has the option of cancelling the lease with thirty days' notice so that risk is extremely limited.

BCHA's new Program Administrator worked on placing and managing tenants at High Country Motel last winter and has a rapport with the property manager. She is ready and eager to assist in efforts this year.

Financial Impact:

None OR Adequate funds exist in account:	Estimated cost \$81,567 total. Adequate funds in budget for transitional housing + a couple of partners have offered financial assistance
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Attachments:

1. Resolution 2023-11
2. Master Lease with High Country Motel
3.

RESOLUTION No. 2023-11

BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO
EXECUTE MASTER LEASE WITH HIGH COUNTRY MOTEL FOR WINTER 2023-2024

WHEREAS, High Country Motel is the only location to hold 12 rooms available through the winter; and

WHEREAS, Blaine County has over 200 people experiencing homelessness on any given night; and

WHEREAS, the owner and property manager are experienced and prepared to host 12 households coming out of homelessness; and

WHEREAS, BCHA administrative staff have determined that this is one of a few methods needed, and staff are prepared to place households and manage tenant relations.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the Master Lease with High Country Motel, set forth in Attachment 2, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

Section 2. The Blaine County Housing Authority Board of Commissioners approves and authorizes the Board Chair to execute the Master Lease with High Country Motel.

DATED this ____ day of _____, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Chair

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (this “Lease”), dated as of the ___ day of _____, 2023 (“Effective Date”), is entered into by and between B.V. 766 LLC, a limited liability company of the State of Idaho, as lessor (referred to herein as “Landlord”) and the Blaine County Housing Authority (“Tenant”), which is a political subdivision of the State of Idaho, as the lessee. Landlord and Tenant are collectively referred to herein as the “Parties.”

RECITALS

Landlord owns a certain parcel of real property located at 766 S. Main St, Bellevue, Idaho, parcel number RPB04220000020, according to the Office of the Blaine County Clerk and Recorder (the “Land”), with a hotel building, parking lot and assorted improvements situated thereon (the “Improvements”). Twelve (12) of the hotel rooms, including access to the communal Land and Improvements are collectively referred to herein as the “Leased Premises.”

Tenant is engaged in various housing projects, public projects, and other activities for the purpose of providing affordable workforce housing and promoting the public health, safety and welfare of the residents of Blaine County.

Landlord has operated the Leased Premises as a hotel, High Country Motel, and desires to master lease the Leased Premises to Tenant so that Tenant may provide workforce housing opportunities on the Leased Premises. As more particularly set forth in this Lease, and on the terms and conditions set forth herein: (i) Landlord will master lease the Leased Premises to Tenant, (ii) Tenant will sublease or license the individual units in the Leased Premises to eligible individuals for long term rental, and (iii) Landlord will provide certain property management services as described herein.

NOW, THEREFORE, for and in consideration of the recitals, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

ARTICLE I – LEASE, QUIET ENJOYMENT

1.1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises including all furniture, fixtures, and equipment, for the Term (as defined in Section 2.1 below) and on the terms and conditions set forth in this Lease.

1.2. Condition of Title. Landlord leases the Leased Premises to Tenant for Tenant’s exclusive use subject to all easements, covenants, conditions, restrictions, and other title matters of record existing as of the Effective Date. Landlord warrants and represents that the party named herein as Landlord is the owner of the Leased Premises in fee simple absolute; that the Leased Premises are, at the time of entering this Lease, free and clear of any and all liens and encumbrances except those items of record; and that it has full right, authority and power to lease the Leased Premises unto Tenant for the Term hereof. Landlord shall not further encumber the Leased Premises at any time throughout this Lease in a manner that impedes or hinders the purpose of this Lease.

1.3. Condition of Leased Premises. Subject to the provisions of Article X regarding repairs and improvements, Landlord leases the Leased Premises to Tenant in its “AS-IS” condition existing on the Effective Date, except as otherwise expressly set forth in this Lease.

1.4. Quiet Enjoyment. Subject to the terms and conditions of this Lease, Landlord covenants that Tenant will peaceably and quietly hold and enjoy the Leased Premises and Landlord will not unreasonably interfere with Tenant’s use and occupancy of the Leased Premises for the entire Term.

ARTICLE II – TERM OF LEASE

2.1. Term. The term of this Lease (the “Term”) shall commence on November 1, 2023 (the “Commencement Date”), and unless extended or sooner terminated pursuant to the provisions hereof, shall expire on April 31, 2025. Landlord shall (a) obtain all zoning or other land use and building permit approvals necessary to authorize Tenant’s intended use of the Leased Premises, and (b) complete all improvements to the Leased Premises as described in Article X below prior to the Commencement Date. In the event such land use, building code and all other necessary permits are not obtained on or before November 1, 2023, the Commencement Date shall be extended until all such authorizations are obtained by Landlord.

2.2. Option to Extend Term. Tenant shall have an option to extend the Term for a period of twelve (12) additional months. Tenant may exercise such option by delivering written notice to Landlord not later than sixty (60) days prior to the expiration of the Term. Rent during the option term will be increased by 2.5 (5%) percent.

2.3. Holding Over. If, without objection by Landlord, Tenant holds possession of the Leased Premises after expiration of the Term of this Lease Tenant shall become a tenant on a month-to-month basis on the terms specified in this Lease, except those pertaining to the Term and monthly rent will be increased by three (3%) percent. In such event, each party shall give the other written notice of intention to terminate the tenancy at least thirty (30) days prior to the date of termination.

2.4. Termination of Lease. Tenant may terminate this Lease upon giving Landlord thirty (30) days written notice 2.

ARTICLE III – RENT

3.1. Rent. The first month’s rent, in the amount of \$23,400 shall be paid concurrently with the Commencement Date of this Lease. For each subsequent month during the Term, Tenant shall pay to Landlord on the first day of each month, monthly rent in the amount of \$23,400 for the Leased Premises.

ARTICLE IV – TAXES, CHARGES

4.1. Impositions. Because Tenant consists of a tax-exempt entity under Idaho law engaged in the promotion of the public welfare, the Parties anticipate that Tenant’s use of the Leased Premises will be tax-exempt throughout the Term. Provided; however, Tenant agrees to pay prior to delinquency, any possessory interest taxes, license and permit fees pertaining to Tenant’s use of the Leased Premises or part thereof, hereinafter referred to as “Impositions.” Upon request by Landlord, Tenant shall furnish, in form satisfactory to Landlord, evidence of payment prior to

delinquency of all Impositions payable by Tenant. Landlord shall remain responsible for the payment of any applicable property taxes associated with ownership.

4.2. Tenant Right to Contest. Notwithstanding the above, Tenant shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all applicable local, state and federal statutes, codes, ordinances, laws and regulations (collectively, "Applicable Laws") and otherwise in a manner that does not subject Landlord's title to the Leased Premises to foreclosure or forfeiture. During any contest of an Imposition, Tenant shall (by payment of disputed sums, if necessary) prevent any foreclosure of, or any divesting of, Landlord's title, reversion or other interest in the Leased Premises or the Improvements.

4.3. Tax-Exemption. Tenant shall have responsibility for filing any exemption application, declaration, statement or report which may be necessary or advisable in connection with Leased Premises tax exemption or with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by Tenant under the provisions of this Article, and Tenant agrees to use commercially reasonable efforts to obtain such tax exemptions or reductions. Landlord shall cooperate with Tenant in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law.

4.4. Utilities. Landlord shall pay for water, electricity, gas, sewage, and trash disposal, telephone services, snow removal, and other necessary services in connection with the Leased Premises. Tenant shall enter into such contracts as may be necessary to maintain or secure such utilities and services for the Leased Premises.

4.5. Utility Charges. Landlord agrees to pay, or cause to be paid, all charges that are incurred by Tenant or that are otherwise a charge or lien against the Leased Premises or part thereof during the Term, for gas, water, electricity, light, heat or power, telephone or other communication service use, or other utility use, rendered or supplied upon or in connection with Tenant's use of the Leased Premises as provided hereunder.

ARTICLE V – USE OF LEASED PREMISES FOR WORKFORCE HOUSING OCCUPANCY AND SUBLEASING

5.1. Use of Leased Premises. Tenant hereby agrees that the Leased Premises shall be used for workforce residential occupancy for households living and working within Blaine County, Idaho, along with their family members as described below; such housing use may include any accessory or ancillary uses as may be necessary or convenient, in compliance with the requirements set forth in this Lease.

5.2. Unit Configuration. The Leased Premises currently consists of the following unit configurations as noted in Exhibit B.

- a. Twenty-one (21) Parking spaces

5.3. Occupancy. Occupancy of the rental units shall be limited to the following capacities:

- a. Rooms with a single queen bed shall not be occupied by more than three persons
- b. Rooms with two queen beds shall not be occupied by more than five persons

5.4. Sublease Agreement. In subleasing the units, Tenant shall require all occupants to sign a sublease or license agreement (“Sublease”), copies of each Sublease will be provided to Landlord upon request. The Tenant’s covenants in this Article V and Article VI below will be incorporated in the Sublease.

5.5 [intentionally omitted]

5.6. Compliance with Laws. Tenant shall comply with all Applicable Laws pertaining to the use, operation, occupancy and management of the Leased Premises. Tenant shall not itself, and shall not permit any subtenant to use the Leased Premises for any unlawful purpose and shall not itself, and shall not permit any subtenant to, perform, permit or suffer any act of omission or commission upon or about the Leased Premises, which would result in a nuisance or violation of Applicable Law.

5.7. Smoking/Pets/Cooking in Rooms. Smoking and vaping shall not be permitted within the Improvements nor shall any animals be allowed within the Improvements except as may be required by law. Cooking will only be permitted in designated cooking areas in the Leased Premises outside common area that includes four charcoal cooking units and one propane gas grill. Any cooking within rooms is restricted to those microwaves installed in rooms. Cooking equipment of any type, including hot plates and grills, is prohibited. Service animals are allowed.

5.8. Hazardous Materials/Obligations of Tenant. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises other than materials commonly used in the repair, operation and maintenance of residential properties, provided such materials are used, stored and disposed of in compliance with all Applicable Laws.

5.9. Definition of Hazardous Material. As used in this Lease, the term “Hazardous Material” means any hazardous, explosive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Idaho or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is (a) defined as a “hazardous waste,” (b) defined as a “hazardous substance,” (c) defined as “hazardous material pursuant to the laws of the State of Idaho or United States, including but not limited to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (i) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 41 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), or (j) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 41 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

ARTICLE VI – SURRENDER OF LEASED PREMISES

6.1. Surrender of Leased Premises. Upon the expiration or earlier termination of this Lease, Tenant will surrender the Leased Premises to Landlord broom clean and in good condition, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and fixtures from the Leased Premises. The cost of such removal will be borne

by Tenant and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and fixtures.

6.2. Condition of Improvements. The Parties have entered this Lease in reliance on the fact that the Improvements will be maintained in good condition and repair, reasonable wear and tear excepted. At any time during the Term, upon reasonable advance notice and during normal business hours, either Party may inspect the Land and all Improvements to confirm that it is being properly maintained as required herein. Following its inspection, either Party may deliver to the other Party written notification of any portion of the Land or Improvements thereon which is not being properly maintained. Each Party shall promptly comply with the provisions of this Lease regarding such maintenance items.

ARTICLE VII – DAMAGE AND DESTRUCTION

7.1. Insurance Proceeds. All proceeds of the insurance provided hereunder and payable by reason of any loss or damage to the Leased Property, or any portion thereof, and insured under any policy of insurance required by this Lease shall be paid to Landlord and held in trust in an interest bearing account and made available, if applicable, for reconstruction or repair, as the case may be, of any damage to or destruction of the Leased Property or any portion thereof and, if applicable, shall be paid out by Landlord, from time to time, for the reasonable costs of such reconstruction or repair, upon satisfaction of reasonable terms and conditions specified by Landlord. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property shall be paid to Landlord. If Landlord does not elect to repair and restore, and the Lease is terminated, all such insurance proceeds shall be retained by Landlord except for any amount thereof paid with respect to Tenant's leasehold Improvements and personal property. All salvage resulting from any risk covered by insurance shall belong to Landlord, except to the extent of salvage relating to Tenant's leasehold Improvements and personal property.

7.2. Reconstruction in the Event of Damage or Destruction.

(a) If during the Term the Leased Property is totally or partially destroyed and the Leased Premises is thereby rendered unsuitable for its intended use, the Lease shall terminate as of the date of the casualty, and neither Landlord nor Tenant shall have any further liability hereunder, except for any liabilities which have arisen prior to or which survive such termination.

(b) If during the Term the Leased Property is partially destroyed by a risk covered by the insurance described in this Lease but the Leased Premises is not thereby rendered substantially unsuitable for its intended use, Landlord shall restore the Leased Premise to substantially the same condition as existed immediately before the damage or destruction and otherwise in accordance with the terms of the Lease. Such damage or destruction shall not terminate this Lease. Provided; however, in such event the rent payable under this Lease shall be reduced in a pro rata amount equal to the number of units damaged divided by the total number of units in the Leased Premises.

ARTICLE XIII – MAINTENANCE, REPAIRS

8.1. Landlord Repairs and Maintenance. Landlord agrees to keep the Leased Premises in a neat, clean and sanitary condition. Landlord shall manage and perform, at Landlord's cost, the cleaning and routine maintenance and repair of the Improvements, including general interior maintenance

of the building systems (electrical, plumbing, life safety and HVAC), light bulb replacement, appliances, glass, and carpet cleaning. Landlord shall also manage and perform janitorial maintenance on the exterior grounds and snow plowing/shoveling.

8.2 Landlord Repairs and Maintenance. Landlord shall manage and perform, at Landlord's cost, all repairs and maintenance of the roof, foundation, walls, flooring, windows, and concrete walkways or structures, and parking areas (excluding cleaning and snow and ice removal) whether of a routine or an emergent nature. In addition, Landlord will at its cost replace the components of the heating and cooling systems, plumbing and electrical systems which fail, excluding the blower replacement in HVAC units. However, Tenant will reimburse Landlord for the reasonable cost of repairs, replacement or maintenance required by this Section to the extent such claim results from the negligence or willful misconduct of Tenant, licensees, officers, employees, agents, representatives, or contractors.

8.3. Preventative Maintenance. The Landlord shall pay particular attention to the upkeep and preventative maintenance of the Leased Premises. Emergency requests for repairs shall be serviced on a 24-hour basis by the Landlord. Landlord shall take such action as may be necessary to comply with any and all orders and requirements of applicable law and of any board of fire underwriters, insurance companies, and other similar bodies pertaining to the Leased Premises.

8.4. Emergencies. In the event of material emergency repairs when Landlord is not available or responsive, Tenant shall notify Landlord promptly, and in no event later than twenty-four (24) hours from the occurrence of the event. Landlord shall promptly reimburse Tenant for the reasonable cost of any emergency repairs that are the responsibility of Landlord if Landlord authorizes in writing such repair by Tenant or does not respond to an emergency which prevents occupancy of any room within twenty-four (24) hours after receipt of Tenant's notice.

8.5. Improvements. Landlord shall be responsible for all permits and approvals necessary to complete the following improvements to the Leased Premises on or before November 1, 2023 (prior to Commencement Date and Tenant taking leasehold occupancy). Landlord shall:

- a. Replace all non-operational lights, fans and fixtures;
- b. Provide all appliance and operations manuals; and
- c. Perform a move in ready final clean of the leased premises including the Building and Land.

Landlord may acquire all permits after Commencement Date. Except as provided for herein, Tenant shall not be permitted to make any changes or alterations in, to, or of the Improvements without the prior consent of Landlord.

ARTICLE IX – EMINENT DOMAIN

9.1. Termination of Lease. Landlord and Tenant agree that, in the event of a taking of the property by the power of eminent domain ("Taking") such that Landlord or Tenant reasonably determines that the Leased Premises cannot continue to be operated in a reasonable manner or at reasonable cost for the uses contemplated by this Lease, then at the option of either Landlord or Tenant, upon delivery of written notice to the other party, this Lease shall terminate as of the date of the Taking or order of possession regarding such Taking.

9.2. Continuation of Lease. Landlord and Tenant agree that, in the event of Taking that does not result in the termination of this Lease, this Lease shall continue in effect as to the remainder of the Leased Premises, and the condemnation award will be disbursed in accordance with this Article to Landlord and Tenant, and shall be used so as to make the same as complete, unified and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking.

9.3. Apportionment of Award. If there is a Taking, whether whole or partial, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration Landlord's fee interest in the Land and Improvements (as encumbered by this Lease). If the Leased Premises are restored, Tenant shall be entitled to recover the costs and expenses reasonably incurred in such restoration out of any condemnation award.

9.4. Award on Total or Substantial Taking. In the event of a total or substantial taking, the award shall be apportioned as follows:

(a) To Landlord that portion of the award equal to the fair market value of the Leased Premises.

(b) To Tenant, that portion of the award equal to the fair market value of Tenant's leasehold interest under this Lease (subject to Landlord's reversionary interest).

9.5. Award on Partial Taking. In the event of a partial taking, after application of the Award for restoration, any remaining portion of such award shall be apportioned in the same manner as described above. Any severance damages awarded or payable because only a portion of the Land and Improvements are taken by eminent domain shall be paid to Landlord.

9.6. Rent Abatement for Partial Taking. In the event of any partial taking of the Improvements, commencing upon the date of the order of possession or condemnation, Rent payable under this Lease shall be reduced by the percentage equal to the square footage of the condemned portion of the Improvements divided by the total square footage of the Improvements prior to the taking.

ARTICLE X – ASSIGNMENT, TRANSFER, SUBLETTING

10.1. No Leasehold Encumbrances. Tenant shall not have the right to encumber its leasehold interest hereunder without the prior written consent of Landlord.

10.2. Transfer or Assignment by Tenant. Except as expressly provided in this Lease, Tenant shall not have the right to assign the entirety of Tenant's interest in this Lease, the Leased Premises, and/or the Improvements without Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall have the right to sub-let individual units of the Leased Premises and the Improvements thereon to eligible residents of Blaine County for the purpose of local workforce and family residential housing, in accordance with the terms and conditions of this Lease.

10.3. Sale by Landlord. Nothing contained in this Lease shall be deemed in any way to limit, restrict or otherwise affect the right of Landlord to sell, transfer, assign or convey all or any portion of the right, title and estate of Landlord in the Leased Premises and in this Lease; provided,

however, that in each such instance any such sale, transfer, assignment or conveyance shall be subject to this Lease, and Tenant's rights arising out of this Lease shall not be affected or disturbed in any way by any such sale, transfer, assignment or conveyance. At such time as Landlord shall sell, transfer, assign or convey the entire right, title and estate of Landlord in the Leased Premises and in this Lease, all obligations and liability on the part of Landlord arising under this Lease after the effective date of such sale, transfer, assignment or conveyance shall terminate as to Landlord, and thereupon all such liabilities and obligations shall be binding upon the transferee.

ARTICLE XI – BREACHES, REMEDIES AND TERMINATION

11.1. Default by Tenant. Tenant shall be in default under this Lease upon the occurrence of any of the following (“Events of Default”):

(a) Rent and Other Monetary Obligations. Tenant at any time is in default hereunder as to rent or any other monetary obligation, and such default continues for more than ten (10) days after such rent or other monetary obligation was due under the Lease.

(b) Insurance. Tenant fails to obtain and maintain any policy of insurance required pursuant to this Lease, and Tenant fails to cure such default within ten (10) days;

(c) Bankruptcy. If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“Bankruptcy Law”), Tenant (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Tenant in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Tenant; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(d) Involuntary Proceedings. A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging Tenant to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Tenant or seeking any arrangement for Tenant under Bankruptcy Law, (3) appointing a receiver, trustee, liquidator, or assignee of Tenant in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Tenant in each case if such decree, order, petition, or appointment is not removed or rescinded within ninety (90) days;

(e) Abandonment. Tenant shall have voluntarily abandoned the Leased Premises.

(f) Breach of Other Obligations. Tenant's default in the performance of any term, provision or covenant under this Lease (other than an obligation enumerated below in Sections 11.2-11.7), and unless such provision specifies a shorter cure period for such default, the continuation of such default for thirty (30) days following the date upon which Landlord has given written notice of the default to Tenant, or if the nature of any such default is such that it cannot be cured within thirty (30) days, Tenant's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith to completion.

11.2. Default by Landlord. Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions, or covenants of this Lease within thirty (30) days following service of written notice thereof by Tenant. In the event of a non-monetary default that

is not capable of being corrected within thirty (30) days, Landlord will not be default if it commences correcting the default within thirty (30) days of receipt of notification thereof and thereafter corrects the default with due diligence.

11.3. Remedies Upon Default. Upon the occurrence of any Event of Default, the non-Defaulting party shall have any and all rights or remedies hereunder and/or provided by law; provided, however, the Parties will comply with the cure provisions and dispute resolution provisions except in the case of an emergency or situation where immediate remedial action is required.

11.4. Landlord's Remedies. Following an Event of Default by Tenant, Landlord shall have the option to pursue any one or more of the following remedies, but only after providing notice and allowing any opportunity to cure required by this Lease, if applicable, without any notice or demand whatsoever, except as provided above:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord.

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof by judicial process, without having terminated this Lease. Landlord may, if it so elects, relet the Premises on Landlord's terms and receive the rent therefor, and Tenant agrees to pay to Landlord, on demand on or after the dates it becomes due and payable, any deficiency that may arise by reason of such reletting for the remainder of the Term.

11.6. Remedies Cumulative. The remedies provided in this Lease are in addition to any other remedies available at law, in equity, by statute, or otherwise, including without limitation, the right to commence an action for damages, injunction, and/or specific performance.

11.7. Right to Cure Defaults. If either Party fails to perform any obligation under this Lease, and such failure continues for thirty (30) days after notice, or such longer or shorter period as may be allowed under this Lease, the non-Defaulting Party may, without waiving or releasing any remedy, make payment or perform other acts required by this Lease on the Defaulting Party's behalf. All sums paid and all necessary incidental costs incurred due to such reasonable remedial actions shall be due and payable by the Party in Default.

11.8. No Election of Remedies. The rights given in this Article to receive, collect, or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the non-Defaulting Party upon the conditions and subject to the provisions in this Lease.

11.9. Survival of Obligations. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Leased Premises or any part thereof shall relieve Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination, or repossession.

11.10. No Waiver. Except to the extent that either Party may have agreed in writing, no waiver by any Party of any breach of any obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any forbearance to seek a remedy for any breach be deemed a waiver with respect to such breach.

ARTICLE XII – DISPUTE RESOLUTION

12.1. Negotiation. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Lease not resolved promptly by negotiations between persons who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, the Parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy.

12.2. Mediation. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third party. If the Parties encounter difficulty in agreeing on a neutral third party, they may each appoint a neutral third Party, such third Parties to appoint a neutral third party to mediate. Each Party will pay a pro-rata share of the cost of mediation, plus their own attorneys' fees incurred in connection with a mediation.

12.3. Judicial Action. Any dispute arising out of or relating to this Lease or the breach, termination or validity of this Lease, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action. The Parties agree to exclusive venue in the courts of Blaine County, Idaho with respect to any dispute arising out of or relating to this Agreement.

12.4. Attorneys' Fees. In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the Defaulting Party, or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

12.5. Equitable Relief. Nothing in this Lease prevents a Party from seeking to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, permanent injunction, or other appropriate form of equitable relief, to enforce the provisions of this Lease if such action is authorized by applicable law.

ARTICLE XIII – REPRESENTATIONS

13.1. Representations. The Parties hereby represent and warrant that all of the following are true and correct as of the Effective Date. Each Party covenants that until the expiration or earlier termination of this Lease, upon learning of any fact or condition that would cause any of the

warranties and representations in this Lease not to be true, such Party shall give written notice of such fact or condition to the other Party hereto upon such discovery.

13.2. Valid Execution. Both Parties have taken all requisite action in connection with the execution of this Lease and the undertaking of the obligations set forth herein. This Lease constitutes the legally valid and binding obligation of the Parties, enforceable in accordance with its terms, except as it may be affected by bankruptcy, insolvency, or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

13.3. Binding Lease, No Conflict. The execution of this Lease and the acceptance of the obligations set forth herein do not violate any agreement, court order, or ruling binding upon either Party or any provision of any indenture, agreement, or other instrument to which either Party may be bound. Neither the entry into nor the performance of this Lease will violate, be in conflict with, or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order, or other agreement.

13.4. Litigation. To the knowledge of each Party, there is no litigation or proceeding pending or threatened against such Party or any other person affecting the right of such Party to authorize and enter into this Lease or the ability of such Party to comply with the obligations contained herein.

ARTICLE XIV – ENVIRONMENTAL MATTERS

14.1. Landlord’s Representations and Warranties. Landlord hereby represents and warrants to Tenant as follows, which representations are made as of the date of this Lease:

14.2. No Hazardous Materials/Conditions. To the best of Landlord’s knowledge after reasonable inquiry, no Hazardous Materials or other adverse environmental conditions exist or are located on, under or about the Leased Premises.

14.3. No Violation of Hazardous Materials Laws. To Landlord’s knowledge (i) Landlord and all prior owners and occupants of the Leased Premises have not generated, manufactured, refined, transported, treated, stored, handled, disposed of, transferred, produced, or processed any Hazardous Materials on the Leased Premises, otherwise than in compliance in all material respects with all Hazardous Materials Laws, and there is no ongoing release of Hazardous Materials on, under or about the Leased Premises, (ii) Landlord has not received any notice regarding a violation of any Hazardous Materials Laws by any prior owner or occupant.

14.4. No Notices, Litigation, or Liens. To Landlord’s knowledge Landlord has not received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim from or by any public or private agency or entity concerning any release or discharge of any Hazardous Materials or other adverse environmental condition on, under, about, or off of the Leased Premises or any alleged violation of any Hazardous Materials Laws involving the Leased Premises.

ARTICLE XV– RIGHT OF FIRST REFUSAL

15.1. Right of First Refusal. In consideration of, and subject to the terms of this Agreement, Landlord hereby grants to Tenant a continuing right of first refusal (“ROFR”) to purchase the Property during the term of this Lease, as such term may be extended or terminated herein (the

“**Right of First Refusal Period**”). During the Right of First Refusal Period Landlord will not transfer, sell, alienate, assign, give, bequeath, or otherwise dispose of the Property or any portion thereof to any third party that has made a bona fide purchase offer on terms and conditions Landlord intends to accept without first offering Tenant the option to purchase the Property on the same terms and conditions. If Landlord receives such a bona fide offer that it intends to accept (as evidenced in writing in a letter of intent, purchase agreement or other written evidence), then prior to entering into any agreement to sell the Property Landlord shall provide Tenant the terms of such bona fide offer, including without limitation, the purchase price for the property (“**ROFR Terms**”). The ROFR may be exercised by Tenant by providing written notice of same to Landlord within fourteen (14) days following the receipt of the ROFR Terms by Landlord (the “**Acceptance Period**”). In the event Tenant exercises the ROFR, Tenant and Landlord shall enter into a purchase agreement in the form and substance consistent with the ROFR terms and this Agreement. In the event Tenant fails to exercise the ROFR during the Acceptance Period, Landlord may sell the Property pursuant to the ROFR Terms at which time the ROFR shall terminate. In the event Landlord fails to enter into a purchase agreement with a third-party purchaser pursuant to the ROFR Terms within forty-five (45) days following the expiration of the Acceptance Period or Landlord desires to sell the Property for a purchase price that is lower than the purchase price contained in the ROFR terms, Landlord shall provide Tenant with the revised ROFR terms and the provisions of this Agreement shall again apply.

ARTICLE XVI – GENERAL

16.1. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.2. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Lease shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (a) personal delivery, in which case notice is effective upon delivery; (b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (c) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

EMERGENCY NOTICES: Notice of emergencies shall be accomplished in the most expedient manner possible, which shall include telephone and email contact to the Parties’ respective emergency contacts listed below, which may be amended by either party upon notice to the other:

Landlord:

LANDLORD EMERGENCY CONTACTS:

with a copy in each case (which will not constitute notice) to:

Tenant: Blaine County Housing Authority
Attn: Housing Director
P.O. Box 4045, Ketchum, Idaho 83340

TENANT EMERGENCY CONTACTS:
TBD

16.3. Captions; Construction. The captions used for the sections and articles of this Lease are inserted for convenience only and shall not be used to construe this Lease. The language in all parts of this Lease shall be construed as a whole, according to its fair meaning, and not strictly for or against Landlord or Tenant.

16.4. Successors and Assigns. Subject to the provisions hereof, this Lease shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, and wherever a reference in this Lease is made to either of the parties hereto such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of such Party, as if in every case so expressed.

16.5. Force Majeure. Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Lease due to causes beyond the control of that Party including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, pandemic, riots, rebellion, terrorism, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control. Nothing in this Section shall apply to Tenant's obligation to pay rent or other monetary obligations under this Lease.

16.6. Governmental Immunity. Tenant is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by Idaho law, as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Tenant, its elected officials, officers, agents or employees.

16.7. No Adverse Construction Based On Authorship. Each Party had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

16.8. Annual Appropriation. Tenant's financial obligations under this Lease are subject to annual appropriation. If sufficient funds are not appropriated for such purpose, this Lease may be terminated by either Party without penalty; provided, however, all sums due to Landlord under this Lease up to the date of termination will be budgeted, appropriated, and paid by Tenant. Tenant's financial obligations hereunder do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Idaho.

16.9. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Idaho and venue for all disputes arising hereunder shall be in Blaine County, Idaho.

16.10. No Brokers; No Third-Party Beneficiaries. Landlord represents that it has not engaged any broker or agent to represent Landlord in this transaction. Tenant represents that it has not engaged any broker or agent to represent Tenant in this transaction. There shall be no third-party beneficiaries to this Lease.

16.11. Disclaimer of Partnership, Lender/Borrower, or Employment Relationship. The relationship of the Parties under this Lease is solely that of landlord and tenant, and it is expressly understood and agreed that Landlord does not as a result of this Lease in any way nor for any purpose become a partner of Tenant or a joint venture with Tenant in the conduct of Tenant's business or otherwise. This Lease is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, association, or seller and buyer as between Landlord and Tenant. Nothing in this Lease shall be construed as creating an employer-employee relationship between Landlord and Tenant. Tenant and Tenant's employees and agents shall at all times be considered to be independent contractors and not employees of Landlord.

16.12. Entire Agreement; Amendments. This Lease together with all Exhibits hereto are incorporated herein by this reference, this Lease contains the entire agreement between the Parties relative to the subject matter hereof. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Lease and are of no further force and effect except as expressly provided in this Lease. No amendment or modification hereof shall be effective for any purpose unless in writing signed by Landlord and Tenant.

16.13. Time is of the Essence. Time is of the essence of this Lease and of each provision hereof.

16.14. Memorandum of Lease. Each Party will complete and execute the Memorandum of Lease in the form attached as Exhibit A, and the executed original thereof shall be recorded with the Clerk and Recorder for Blaine County, Idaho. Each Party will promptly, upon the request of the other Party, execute and record a Termination of Lease form upon the expiration or termination of this Lease.

16.16. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Electronic signatures, including signatures by telefax and scanned signatures, shall be acceptable for all purposes.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the Effective Date.

LANDLORD:

By: _____

_____, authorized representative

TENANT:

Blaine County Housing Authority

By: _____
Carissa Connelly, Housing Director

By: _____
Keith Perry, Board Chair

Exhibit A
MEMORANDUM OF LEASE

This Memorandum of Lease is effective this ___ day of _____, 2023, by and between B.V. 766 LLC, a Idaho limited liability (“Landlord”), and the Blaine County Housing Authority (“Housing Authority”), which are political subdivisions of the State of Idaho (“Tenant) and shall be recorded to provide notice of the existence of a certain Master Lease Agreement between the Parties dated _____, 2023.

1. **Leased Premises.** Landlord hereby grants, demises, and leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises described as 766 S. Main St, Bellevue, Idaho, parcel no. RPB04220000020.
2. **Term.** The term hereof shall commence November 1, 2023 and shall end April 31, 2025; however, Tenant is hereby granted one option of one year to renew the term hereof.
3. **Successors and Assigns.** The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective personal representatives, successors, and assigns, and shall run with the land.
4. **Lease Agreement.** This Memorandum of Lease is part of and shall be construed in connection with that certain Master Lease Agreement between Landlord and Tenant, of even date herewith, to which reference should be made for additional rights and obligations of Tenant and Landlord, including Tenant’s right of first refusal.
5. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

EXECUTED this ___ day of _____, 2023.

B.V. 766 LLC

By: _____
_____, authorized representative

Blaine County Housing Authority

By: _____
Carissa Connelly, Housing Director

By: _____
Keith Perry, Board Chair

Exhibit B – Master Leased Units

Room Number	# of Queen Beds	Maximum Occupancy
2	2	5
3	2	5
4	2	5
5	2	5
6	2	5
7	2	5
8	2	5
9	2	5
10	2	5
11	2	5
A	1	3
B	1	3