

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 <u>www.bcoha.org</u>

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/84796267726 Webinar ID: 847 9626 7726

Address the Board in person at Sawtooth Business Center, Payette Conference Room.

Submit your comments in writing at info@bcoha.org (by noon 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.

PUBLIC COMMENTS

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

CONSENT AGENDA:

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

- <u>1.</u> Recommendation to approve minutes for February 8, 2023 City Clerk Trent Donat
- 2. Recommendation to approve the minutes for April 11, 2023 City Clerk Trent Donat
- <u>3.</u> Recommendation to approve Treasurer's report and financials for April 2023 Treasurer Shellie Gallagher

NEW BUSINESS:

- 4. Update on software Program Administrator Kylie Anderson
- 5. Review of Blaine County Housing Authority Guidelines/Policies Consultant Sunny Shaw
- 6. Review of Blaine County Housing Authority Board engagement Chairman Keith Perry
- 7. Review of contract management Housing Director Carissa Connelly and City Administrator Jade Riley
- 8. Update on housing navigation system Program Administrator Kylie Anderson and Consultant Courtney Noble
- <u>9.</u> Housing needs assessment update Housing Director Carissa Connelly
- <u>10.</u> Interim Executive Director Report Interim Executive Director Sarah Michael
- <u>11.</u> Program Administrator Report Program Administrator Report Kylie Anderson
- <u>12.</u> Homeowners' petitions for special review, Tyler Crofts and Jeanne Bell Interim Executive Director Sarah Michael
- <u>13.</u> Rental information as an attachment Program Administrator Kylie Anderson

ADJOURNMENT:

Blaine County Housing Authority Regular Meeting Minutes

Ketchum City Hall

191 5th St. W Ketchum, ID 83340

Wednesday February 8, 2023, at 12:00 P.M. https://ketchumidaho-org.zoom.us/j/89071727795 Phone Number: (253) 215-8782 Meeting ID: 89071727795

Members Present:

Absent:

Keith Perry, Chair Nate Hart, Vice Chair via teleconference Tara Bell—via teleconference Mason Frederickson—via teleconference Sarah Michael—BCHA Interim Executive Director

Others Present:

Jade Riley—City Administrator Carissa Connelly—Housing Director Nathan Jerky—Project Manager Idaho Transportation Department Brady Workman—Workman and Company Cindy Ochoa—BCHA

1. CALL TO ORDER AND ROLE CALL

BCHA Board Chair, Keith Perry called the Regular Monthly Meeting to order at 12:00p.m. (00:00:23 in video) Roll call taken by Sarah Michael (00:00:31 in video)

2. COMMUNICATONS AND COMMENTS

A. Communication from the Public

<u>Nathan Jerky</u>—Project Manager Idaho Transportation Department Spoke about the road and sidewalk improvement project near Lift Tower Lodge (00:02:04 in video)

<u>Keith Perry</u> suggested further discussion commence later due to the size of the agenda. (00:07:01 in video) <u>Sarah Michael</u> shared that the expansion project would need to provide a new area for tenant parking and that parking on the Sun Valley Lot would be a good option. Additionally, ITD will likely be dealing directly with the City of Ketchum as the city will be taking over management of Lift Tower Lodge. (00:07:52 in video)

B. Communications from Government Liaisons or Elected Officials

None

C. Communications from the Board of Directors

<u>Keith Perry</u> spoke about the work being done by BCHA subcommittee (Keith Perry, Sarah Michael, Sabina Gilbert, Anna Mathieu, Carissa Connelly, and Sunny Shaw) on the review and meeting of the City of Ketchum's task force and the firms who responded to the RFP requesting assistance in prioritizing affordable housing development on city owned land in Ketchum.

(00:09:04 in video)

3. REGULAR BUSINESS

Review and approve January 2023, Treasurer's report, and financials. Presented by: Mason Frederickson (00:11:17 in video)

Motion to approve January 2023, Treasurer's Report, and Financials. (00:14:32 in video) MOVER: Tara Bell SECONDER: Keith Perry AYES: Mason Frederickson, Keith Perry, Tara Bell ABSTAIN: Nate Hart RESULT: ADOPTED

4. NEW BUSINESS

A. 2021-22 BCHA Audit Presentation Presented by: Brady Workman (00:15:30 in video)

Board members discussed the audit and asked questions. (00:18:21 in video)

Motion to accept the audit form Workman and Company on BCHA fiscal year ending September 30, 2022. (00:20:19 in video) MOVER: Mason Frederickson SECONDER: Tara Bell AYES: Nate Hart, Mason Frederickson, Keith Perry, Tara Bell RESULT: ADOPTED UNANIMOUS

B. BCHA FY 2023 Budget Review- Contract with the City of Ketchum (00:21:00 in video) Introduction by: Sarah Michael (00:21:57 in video) Presented by: Jade Riley (00:23:29 in video)

Board members asked questions and discussed the audit. (00:25:54 in video)

Board members agreed the contract needs fine tuning and will continue to work out the details and ask for a vote in a future meeting.

C. BCHA Housing Resource Guide—BCHA Board Review and approval (00:40:38 in video) Presented by: Carissa Connelly

Board members asked questions and discussed the resource guide draft. (00:41:24 in video)

Motion to approve the publication of the Blaine County Housing and Support Services Guide with modifications as stated pages 2 & 3 and a change to page 8, temporary housing, adding a subject line of Lift Tower Lodge with contact information. (00:47:53 in video) MOVER: Mason Frederickson SECONDER: Keith Perry AYES: Nate Hart, Mason Frederickson, Keith Perry, Tara Bell RESULT: ADOPTED UNANIMOUS

5. OLD BUSINESS (00:48:55 in video)

A. City of Ketchum's Proposal regarding Ownership and Management of Lift Tower Lodge

Board members discussed the proposal. (00:50:46 in video)

Motion to have staff make final corrections to the document relating to the Ownership and Management of Lift Tower Lodge and bring it to the next meeting for final approval. (00:59:50 in video) MOVER: Mason Frederickson SECONDER: Tara Bell AYES: Nate Hart, Mason Frederickson, Keith Perry, Tara Bell RESULT: ADOPTED UNANIMOUS

B. Interim Executive Director Report Presented by: Sarah Michael (01:02:06 in video)

6. UPCOMING BCHA CALENDAR (01:00:30 in video)

President's Day Holiday, February 20, 2023. Regular BCHA Board Meeting, Wednesday, March 8, 2023, 12:pm, Hailey

7. ADJOURNMENT – Keith Perry adjourned the meeting at 1:04 p.m. (01:04:23 in video)

Respectfully Submitted by

Approved by

Trent Donat City of Ketchum

Keith Perry BCHA Chair

Blaine County Housing Authority Regular Meeting Minutes

Ketchum City Hall

191 5th St. W Ketchum, ID 83340

Wednesday April 11, 2023, at 12:00 P.M. https://ketchumidaho-org.zoom.us/j/87007386748 Phone Number: (253) 215-8782 Meeting ID: 870 0738 6748 Passcode: 123684

Members Present:

Absent:

Keith Perry, Chair via teleconference Nate Hart—Vice Chair via teleconference Tara Bell—via teleconference Mason Frederickson

Others Present:

Sarah Michael—BCHA Interim Executive Director Carissa Connelly—Housing Director Thecla Campbell Kyle Anderson—BCHA Program Administrator

1. CALL TO ORDER AND ROLE CALL

BCHA Board Chair, Mason Frederickson called the Regular Monthly Meeting to order at 12:00p.m. (00:00:27 in video) Roll call by: Sarah Michael

2. COMMUNICATONS AND COMMENTS

A. Communication from the Public None

B. Communications from Government Liaisons or Elected Officials None

C. Communications from the Board of Directors None

3. Introduction of Kyle Anderson, new BCHA Program Administrator

4. REGULAR BUSINESS

A. Review and approve February and March 2023, Treasurer's report, and financials.

<u>Mason Frederickson</u> made a note that February's financials are not the same as in previous years as the BCHA funds have gone to the City of Ketchum, and we do not have our own budget. Sarah Michael informed the board that the City of Ketchum will deposit funds in the BCHA Account

<u>Sarah Michael</u> informed the board that the City of Ketchum will deposit funds in the BCHA Account for the fiscal year.

<u>Nate Hart</u> asked about continuing the relationship with US Bank. Sarah Michael replied that the BCHA Funds are still at US Bank, but the BCH Foundation funds were moved to the DL Evan Bank.

Motion to approve February and March 2023, Treasurer's Report, and Financials.

MOVER: Mason Frederickson

SECONDER: Keith Perry

AYES: Mason Frederickson, Keith Perry, Tara Bell, Nate Hart

RESULT: ADOPTED UNANIMOUS

B. Review and approve January 2023 BCHA Board Minutes

Motion to approve January 2023 BCHA Board Minutes

MOVER: Nate Hart

SECONDER: Mason Frederickson

AYES: Mason Frederickson, Keith Perry, Nate Hart, Tara Bell

RESULT: ADOPTED UNANIMOUS

C. Update on the transition of the BCHA to the City of Ketchum Administration Presented by: <u>Trent Donat</u>

1. Brian Schroeder is moving into the Lift Tower Lodge in May as the onsite manager.

2. Trent complimented Brian on managing a flood issue at the Lodge.

3. Repairs and updates happening at the Lodge including new water heater and security cameras.

4. Carissa, Kylie, and Thecla are overseeing tenant outreach, regarding the transition of the Lodge to the City of Ketchum.

5. Shellie Gallagher is managing financial arrangements.

6. City of Ketchum will take over posting BCHA meeting agendas and minutes.

7. Office space may be moved to a different location in the Marketron Building to stay next to the offices of the Blaine County Charitable Trust.

D. Reports on Ketchum BCHA housing activities.

Update presented by: Carissa Connelly

1. A Housing navigation system is being put in place, a "one stop shop" model. They may be contracting with Courney Noble who has expertise in housing collaboration. Courtney will be holding a scoping session on April 20, 2023.

2. Housing Placement continues to be a priority. A database is being created for available housing which is being utilized as they continue to work closely with case workers.

- 3. Resource guide has been distributed county wide.
- 4. Carissa is training Kylie and Thecla on sensitive calls and emails received.
- 5. Needs assessment service has been distributed to the community.
- 6. Informed the board of upcoming community education.

Update Presented by: Kylie Anderson

- 1. Currently going through and setting learning goals
- 2. Learning BCHA data base.
- 3. Reviewing housing applications and learning sales process

<u>Carissa Connelly</u>, <u>Kylie Anderson</u>, and Board Members discussed update BCHA office hours and times, IT improvement and migration.

Update Presented by: Sarah Michael

- 1. Fifteen rental units at the 1st and 4th Bariteau building, people should be moved in, by May.
- 2. Two rental units at the 4th Walnut building category 4, should be inhabited by July.
- 3. Fields property for sale and have a potential buyer.

4. The Fields Unit was owned for 2 months when the purchaser died. She will ask the Board to consider waiving some or all of the 3% BCHA administrative fee for the unit due to the short ownership.

5. NEW BUSINESS

None

6. OLD BUSINESS

None

7. Upcoming BCHA Calendar

Regular BCHA Board Meeting, Wednesday, May 10, 2023, 12:pm, Marketron Building in Hailey.

8. Adjournment—Keith Perry adjourned the meeting at 12:50 p.m.

Respectfully Submitted by

Approved by

Trent Donat City of Ketchum Keith Perry BCHA Chair

Check Date	Vendor	Inv#	Notes	Checks\$	Deposits \$	Balance			
2/28/2023 Beginning Balance	from Hailey QB (see duplicate	#7734)				33,405.94	BB		
5/4/2015 6334	Hunt, Jacob			(71.50)		33,334.44	0		
7/15/2015 6381	Allen, Corey N.C.			(30.93)		33,303.51	0		
	Johnathan Baccus			(75.00)		33,228.51	0		
4/15/2022 Paycheck	Nathaniel Christmas			(11.06)		33,217.45	0		
· · ·	Intermountain Gas			(76.00)		33,141.45	0		
9/30/2022 Check	Clear Creek			(124.61)		33,016.84	0		
	Appriver, IIc			(53.82)		32,963.02	0		
	Intermountain Gas			(409.61)		32,553.41	0		
	Joe's backhoe			(1,635.00)		30,918.41	C		
	Enriques De La Cruz			(200.00)		30,718.41	C		
	City of Ketchum	Rent	Rent	(200.00)		30,518.41	C		
	The Applicane Co	Rep & Maint LTL	Rep & Maint LTL	(95.00)		30,423.41	c		
	US BANK CC	VOID	hep & Maint ETE	(303.10)	303.10	30,423.41	v		
	Michael Policy Solutions	Sarah Michael	Professional Service	(6,200.00)	505.10	24,223.41	c		
2/28/2023 Quickbooks	duplicated entry #7734	Rep & Maint LTL	Rep & Maint LTL	(6,200.00)	6,200.00	24,223.41	V		
2/23/2023 Check	City of Ketchum	Nep & Maint LIL	unknown	(187.45)	-	24,223.41	C	17,835.96	6,200.00
	BC CO Meriwether advisors		Rent	(187.45)	-	23,035.96	C	17,855.90	0,200.00
	Wilro Plumbing	109	37 Rep & Maint LTL	(350.00)		22,685.96	v		
	Ann Sandefer	190	Professional Service	(1,400.00)		21,285.96	C		
3/8/2023 7736 3/6/2023	Deposit	pay to city of ketchum LT		(1,400.00)	700.00	21,285.96	C		
	•		•		9,033.00	•	C		
3/3/2023	Deposit	\$7458 pay to ketchum L1	•			31,018.96	C		
3/8/2023	Deposit		Deposit	(522.26)	1,328.32	32,347.28			
	Elkhorn Village		Professional Service	(522.26)		31,825.02	C		
3/7/2023	Elkhorn Village		Professional Service	(478.33)		31,346.69	C		
3/17/2023 AUTO	Clear Creek		Utilities	(142.34)		31,204.35	С		
3/3/2023 AUTO	Cox Communication		Utilities	(199.21)		31,005.14	C		
3/21/2023 ACH	US BANK CC		Various	(565.15)		30,439.99	С		
3/21/2023 AUTO	Idaho Power		Utilities	(401.33)		30,038.66	C		
	Lawson Laski Clark, PLLC	payment	Legal	(600.00)		29,438.66	С		
3/21/2023 BCTSQSL-Z71X4	Color Haus		31 Rep & Maint LTL	(20.36)		29,418.30	C		
	ICRMP	18027-2023-2	Insurance	(2,521.00)		26,897.30	C		
	Cyndi Ochoa		1 Professional Service	(175.00)		26,722.30	С		
	Spence Electric		37 Rep & Maint LTL	(477.25)		26,245.05	С		
3/21/2023 TSTYZ-2BX22	City of Ketchum		53 Rent LTL & PO Box	(8,271.00)		17,974.05	С		
3/22/2023 BC	Office Bright	1478 & 1524	Professional Service	(280.00)		17,694.05	С		
3/23/2023 Auto	Idaho Power		Utilities	(747.56)		16,946.49	С		
3/30/2023 BCTTMLR-SGPFK	Ann Sandefer	31 HRS 3-30-23	Professional Service	(1,085.00)		15,861.49	С		
	Intermountain Gas		Utilities	(96.79)		15,764.70	С		
3/21/2023 BC	Sarah Michaels		Professional Service	(5,300.00)		10,464.70	С		
	BC CO Meriwether advisors		Rent	(1,000.00)		9,464.70	С	9,464.70	-
4/5/2023	City of Ketchum 5K + ID Pwr		Deposit		5,747.56	15,212.26	С		
4/6/2023 ACH	Elkhorn Village	ELK10445		(522.26)		14,690.00			
4/6/2023 ACH	Elkhorn Village	ELK10437		(478.33)		14,211.67			

4/10/2023		Peterson \$825, Vandenboom	\$750.00		Deposit			1,575.00	15,786.67
4/11/2023		Workman & Co				18675	(2,500.00)		13,286.67
4/11/2023		Evans Plumbing			:	136717	(506.25)		12,780.42
4/11/2023		White Peterson			:	155488	(203.48)		12,576.94
4/11/2023 Void 7735		Wilro Plumbing				19887		350.00	12,926.94
4/11/2023		Wilro Plumbing				19887	350.00		13,276.94
4/14/2023	5085	BC CO Meriwether advisors					(1,000.00)		12,276.94
4/19/2023		Ann Sandefer					(1,128.75)		11,148.19
4/26/2023		Howard			Deposit			2,000.00	13,148.19
4/26/2023		US BANKCC 2373	STATEMENT APRI	L 23	MULTIPLE		(616.34)		12,531.85
4/28/2023 echeck		Lawson Laski Clark, PLLC		37707	Legal		(600.00)		11,931.85
4/28/2023		HOWARD	#126		Deposit			2,000.00	13,931.85
4/28/2023		CROFTS	#3300		Deposit			750.00	14,681.85
5/3/2023		Agnew::Beck		10716	Work Completed 8/	1-8/31	(4,186.25)		10,495.60
5/3/2023		Joe's backhoe		7422823	Snow Removal		(1,490.00)		9,005.60
5/15/2023 echeck		101 Empty Saddle					(1,000.00)		8,005.60

Blaine County Housing Authority

Bank Reconcilation	February 2023	
	Bank Prior Ending Balance	33,405.94
	Deposits in Transit	
	Outstanding Checks	(15,569.98)
#7734	Correction	(15,569.98) 6,200.00
2/28/202	23 Balance	24,035.96

Bank Reconcilation March 2023

	Bank Prior Ending Balance	25,811.04
	Deposits in Transit	
	Outstanding Checks	(16,346.34)
	Correction	-
3/31/202	23 Balance	9,464.70

Bank Reconcilation April 2023

Bank Prior Ending Balance	
Deposits in Transit	
Outstanding Checks	
Correction	-
Balance	-

Overall Document Changes:

- Numbered pages consecutively as opposed to starting over at 1 in each section
- Corrected misspellings and word usage throughout document

Section 1 Changes:

- Added Part E Income Category Chart (moved here from Section 2)
- Reassigned Definitions to Part F
- B.3. changed from "annually" to "from time to time"
- Added B.4. re: deed covenant prevails in case of conflict
- Removed Part 2.A and 2.B Covered more succinctly in other sections.

Definitions Section:

- Added "or other housing administered or managed by BCHA" to Applicant definition
- Definition for Community Housing/Home changed
- Removed Cosigner as discussion eliminated co-signing option
- Changed definition of Deed Covenant
- Removed definition of Essential Services Worker
- Clarified definition of Employee Housing
- BCHA does not use a point system so definition of First Responder is unnecessary. It was removed
- Removed last sentence of Full Time Employee definition too in the weeds
- Added "retirement, pension, and social security benefits" to Gross Income definition
- Provided clarity on definition of Household Income
- Added definition for Maintenance and Repair
- Removed reference to Community Housing Price Calculator from Maximum Sale Price definition
- Shortened definition of Primary Residence for clarity
- Changed retirement age from 60 to 62
- Removed Senior definition
- Added definition of Special Applicant Pool
- Expanded definition of Special Review to refer to Exceptions
- Removed definition for tenancy in common. It is the same as Joint Tenancy
- Added definition for Workforce Housing

Section 2 Changes:

- In part A.1.b. Matched "retired person" with definition as outlined in Section 1 Definitions
- Part A.1.e. was moved and became its own A.2
- The original A.2 was removed as it did not apply to the applicant stage
- Clarifying language was added to total Gross Income information in A.3
- B.1.d and e were removed as they are addressed in the purchasing section

- C3 is removed because it is covered in the purge section (C2)
- Changed wording in D.2 to ensure process is clean and not at risk of fair housing issue
- D.5 was broken in to two separate pieces as one spoke of purchasing and one spoke of renting

Section 3 Changes:

- Added to items required to be included in the lease
- C.3.(a) defined number of paystubs needed
- Added C.5 to speak to just cause non-renewal
- 3.D. language was changed to more adequately approach today's market and giving tenant's extra time to stay in unit when the household income increases
- A General Rental Non-compliance section has also been added

Section 4 Changes:

- 4.G regarding Local Employers Development of Housing was removed
- 4.A.3 was rewritten to clarify process to select applicant from the waiting list
- 4.A.6 was updated to state that no co-signer situations will be allowed
- 4.C.3 was changed regarding Special Applicant Pools for a development. This would be in the case of Employer Housing and allowing applicants moving into the area to be considered
- 4.D had language added to clarify ownership of additional residential property is not allowed and that the homeowner's exemption must be used on the community property
- All of 4.E was updated to reflect the time frame allowed and process for absence from a home

Section 5 Changes:

- The introduction was too wordy and too deep in the weeds. The introduction has been simplified.
- For clarity, the original 5.1.C.d was removed
- 5.C.1(was f but now is) d has been rewritten to provide clarity
- 5.C.2.b has had additional sentences added to address the situation of no eligible applicant being found
- 5.C.2.d has been clarified by adding "business" to number of days allowed
- 5.C.2.e has been reworded
- 5.C.2.f has been removed
- All of 5.D was removed. These steps involve internal processes. This moved section E up
- The previous 5.E.5 and 7 have been removed. They are addressed in other sections

Section 6 Changes:

• Section 6 was removed. It pertained to Developing Community Housing; however, this is not a role of BCHA. Instead, Section 6 is now Purchase of Community Housing by Local Employers

Section 7 Changes:

• Only minor wording changes have been made to this section. There is still opportunity to review

Section 8 Changes:

• Petition for Special Review was changed to Exceptions and was rewritten

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



Community Housing Administrative Guidelines Adopted _____

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
- D. Exceeding Income Limits at Re-Certification

Section 4 Purchasing Community Housing

- A. Procedures for the Purchase of a Deed Covenant Community Home Subject to an Income Category
- B. Reserving a Newly Constructed Community Home
- C. Special Applicant Pool for a Particular Community Housing Development
- D. Ongoing Obligations/Requirements for Community Home Ownership
- E. Rental Options for Owners of Community Housing
- F. Purchasing a Workforce Market Community Home

Section 5 Selling Community Housing

- A. Deed Covenants
- B. Fees
- C. Procedure
- D. General Timeline of the Sale Once Initial Applicant Pool Is Exhausted
- E. Additional Information Related to the Sale of Community Housing by a Community Homeowner

Section 6 Purchase of Community Housing by Local Employers

- A. Purchase of Community Housing by Local Employers
- B. Local Employer Developments

Section 7 Income Categories and Pricing

- A. Calculation of Sales Prices for Newly Constructed/Available Community Housing
- B. Calculation of Maximum Sales Price

C. Maximum Monthly Gross Rental Rates for Community Housing

Section 8 Procedures for Exceptions and Grievances

- A. Petition for Special Review
- B. Grievance Procedure
- C. Grievance Hearing
- D. Alternative Mechanisms for Hearing and Resolution

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F.	Definitions	6

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

- 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.
- 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

 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).

Income Category	Percentage of Area Median Income
1	Less than 50%
2	50% to 60%
3	60% to 80%
4	80% to 100%
5	100% to 120%
6	120% to 140%
L	No Income Limit but must be a full-time resident of Blaine County.

*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.

Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

F. Definitions

- 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.
- 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.
- 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. **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.
- 6. 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.
- 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.
- 8. **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.
- 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.
- 10. **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.
- 11. 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.

- 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.
- 13. **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.
- 14. Gross Income The total income derived from a business, trust, employment, and incomeproducing property, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.
- 15. **Gross Rental Rate** The total cost (including but not limited to utilities, management fees, taxes, dues, snow removal, HOA fees, etc.) charged to a qualified renter of a community home.
- 16. Household All individuals who are or may intend to occupy the Community Home.
- 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.
- 18. Income Category The classification of annual income based upon household size as a percentage of the Area Median Income assigned to Blaine County by the U.S. Department of Housing and Urban Development.
- 19. 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.
- 20. Liabilities Monetary obligations and debts owed to someone by an individual.
- 21. 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.
- 22. Local Employer A business whose business activity is located within Blaine County and whose business employs persons within Blaine County.
- 23. Maintenance and Repair Work done that keeps your property in a normal efficient operating condition.
- 24. 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.
- 25. 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.

- 26. Primary Residence The sole and exclusive place of residence.
- 27. 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 twenty-five (25) years prior to the date of qualification.
 - 2. Must not have a Net Worth more than the maximum allowed by the annual HUD Net Worth allowance as found on the BCHA website; and
 - 3. does not own any other developed residential real property or dwelling units in Blaine County, Idaho, or anywhere else in the United States of America.
- 28. Retirement Age 62 years of age.
- 29. Special Applicant Pool A waiting list for a development that intends to house a specific population (i.e., Employees)
- 30. **Special Review for Exceptions** A review of a petition to waive the provision of these Guidelines due to special circumstances.
- 31. **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.
- 32. 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 62 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 and who currently lives in Blaine County as his/her Primary Residence, and
 - (d) The Applicant/Applicant Household states his/her intent to occupy the Community Home as his/her Primary Residence.
- 2. No member of the Household may own developed residential real estate or a mobile home.
- 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
 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

- (C) 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 twostep 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

- 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:

- 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. While household size may not be a determining factor in prioritization for ownership or rental of housing, it should be noted that the 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 <u>purchases</u> 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 <u>rents</u> 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

- 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.

Commented [SS1]: Be sure this is covered in noncompliance section if landlord refuses applicants.

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 relinguish 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

- 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.
- 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

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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.

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.

E. General Non-Compliance

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.

THIS IS WHAT KETCHUM IS USING:

a) Change of Ownership: If the Housing Unit is sold during the lease period, the lease remains intact. An executed agreement between the buyer and seller must describe new Property Owner's obligations under this program, plus the following:

- Abide by the lease terms, or
- If the new owner desires to pursue breaking the lease, they must provide 30-day notice to the Qualified Household and BCHA and pay the Qualified Household the amount equal to monthly rent times the number of remaining months, rounded up. In this case, Landing Locals would work to place the tenants into another property.

b) If the Property Owner plans to evict a tenant, Property Owner must notify Landing Locals and Tenant 30 days in advance and work with Tenant to see if an alternative agreement can be reached. Landing Locals may require owner to promptly and adequately respond to mediation services. This applies unless a member of the Qualified Household

- a) is found by Owner or staff to be producing a controlled substance on the property (must provide at least a three (3) day eviction notice);
- b) is convicted of assaulting or threatening the Owner, their family, employees, or other tenants (must provide at least a three (3) day eviction notice). If domestic violence is

suspected, the Owner must respect the victim's requests and refer them to the Advocates (24/7 Helpline 208.788.4191).

Commented [CC4]: I'm trying to get a real estate lawyer who specializes in landlord-tenant law to write up what this would look like in a lease.

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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 subject to an Income Category
 - 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.

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

- 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.

- The owner must complete and submit to BCHA the annual compliance monitoring form.
- 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.
- The owner and household members must not acquire new 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
 - 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.
 - (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 perspective 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.

- 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.
- 6) If the Community Home has income restrictions, the rent rate is determined by the Income Category rent rate. If there is no income restriction present, the rent rate is determined by Category L guidelines.
- F. Purchasing a Workforce Market Community Home
 - Workforce Market Deed Restricted Homes may be sold to any qualified buyer as defined in the applicable deed covenant. The applicable deed covenant may, among other things, describe the following:
 - (a) The owner's right to rent the home, and under what circumstances.
 - (b) Any Administration Fee to be paid by the owner to BCHA.
 - (C) Any restrictions on resale of the Home.
 - (d) Any limits to appreciation that the owner may realize on resale; and
 - (e) Any recapture provision.
 - 2) The purchaser may engage the services of a licensed Real Estate Broker or may represent himself in a transaction. Any fees charged by the Real Estate Broker may be the responsibility of the purchaser.
 - 3) Any person interested in purchasing Workforce Market Community Housing must first obtain a Letter of Qualification from BCHA.
 - Each purchaser is required to sign an acknowledgment and acceptance of the Workforce Market Deed Covenant.

Commented [SG5]: Are these purchasers from the Data Base? What is extent of BCHA involvement?

Commented [CC6R5]: Yes, there are three in the database and hopefully more going forward. One is a friend who regularly asks for updates. Some communities only do category L.

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Commented [SS8R5]: I have reconsidered this and think it should actually stay in purchasing. Thoughts?

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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.

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.

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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 by BCHA. 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.

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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.
 - 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.

- 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.
- 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.

Commented [AM12]: Didn't it say 4 months minimum earlier?

Commented [SS13R12]: Does this need to align with our renting out a community home for leave of absence time frame?

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Section 6. Purchase of Community Housing by Local Employers

A Local Employer may desire to purchase Community Housing for use as rental Housing for employees. Local Employers are exempt from the income and net worth requirements for owning Community Housing.

A. Purchase of Community Housing by Local Employers

Local Employers (who are not the developers of the Community Housing development) participating in this program must use the Community Housing as rental Housing for a minimum of two (2) years and must comply with the Guidelines with respect to renting to their employees and with the terms set forth in the Deed Covenant. Local Employers who wish to be qualified as purchasers of Community Housing must apply to BCHA. A Local Employer who is not the developer of the Community Housing development desiring to sell its Community Housing must offer the Community Housing for sale in accordance with Section 5 of these Guidelines.

1) Qualifying Local Employer must provide to BCHA the following:

- (a) The Local Employer must have offices and employees who provide services within Blaine County.
- (b) The Local Employer must provide evidence that it has employees within Income Categories 1 through 5 and who are qualified to rent Community Housing.
- (C) If an Income Category is enumerated on the Deed Covenant, the Local Employer must provide a listing of the positions and pay scales of the employees must be provided to BCHA. BCHA may review this list and provide a summary of the employees who would qualify to rent the housing.

2) Purchase Price of Community Housing for Local Employers:

BCHA must determine within any given development the maximum prices and Income Categories of the Community Homes available for Local Employer purchase. The prices for the Homes may be the same for Local Employers as for the public.

3) Limitations on the amount of Community Housing a Local Employer may purchase:

Subject to the exception set forth below, within any one development (including subdivisions, contiguous developments, condominium/townhome developments and scatter site developments by one developer), Local Employers may purchase a cumulative maximum of thirty percent (30%) of the Community Housing for use as employee rental Housing. Local Employers may be allowed to purchase an additional ten percent (10%) of the Community Homes for a total of forty percent (40%) of the Community Housing, provided that the remaining Community Housing has not been sold to Applicants during a period of ninety (90) days or longer. A developer may provide BCHA a written request to sell an additional ten percent (10%) with documentation that there is little or no interest from applicants in the Applicant Database. BCHA may evaluate the request by Special Review.

4) Local Employer Use of Community Housing

Local Employers purchasing Community Housing must rent the Homes in accordance with these Guidelines. While it is assumed that Local Employers have purchased the Community Housing for their employees, they may also rent to the general public where permitted and in accordance with these Guidelines.

- 5) Compliance with the Guidelines:
 - (a) To ensure that the Local Employer is in compliance with the Guidelines, they or their managing agents must provide evidence as reasonably requested by BCHA.
 - (b) For any violation of the Guidelines, BCHA may issue a notice to the Local Employer and the jurisdiction wherein the Employee Housing is located. The Local Employer may have 60 days to correct the violation. If the violation goes uncorrected for more than 60 days, BCHA may force an immediate sale of the Home in question or initiate a plan to sell all the Community Housing owned by the Local Employer and/or impose fines.
- 6) Purchase of Local Employer Owned Housing by the Employee:

After a minimum period of two years, a Local Employer who desires to sell its Community Housing must first notify BCHA and then must first offer the Housing to the employee renting the Home. If the employee does not wish to purchase or does not qualify for the purchase of the Home, the home must be offered to the Applicant Pool in accordance with Section 4(A).

B. Local Employer Developments

In those instances where a Local Employer develops "for sale" Community Housing for its employees, a special Applicant Pool may be established for the development pursuant to Section 4(C).

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Section 7. Income 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 are based on percentages of the Area Median Income (AMI) that are assigned to Blaine County by HUD 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 on BCHA's website or by request.

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

Income Category	Percentage of Area Median Income	
1	Less than 50%	
2	50% to 60%	
3	60% to 80%	
4	80% to 100%	
5	100% to 120%	
6	120% to 140%	
L	No Income Limit but must be a full-time resident	
	of Blaine County	

*For Income Categories greater than 6, BCHA may recommend that proposed housing be classified as "Category L" which is housing that may be offered to the full-time residents and employees of Blaine County. Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

Commented [CC14]: Note that you don't have to use HUD and could instead use most recent census data. This could get confusing if you also start to receive HUD funding (if you become a certified Public Housing Authority)

Commented [AM15R14]: ARCH and BCHA limits have shown up as different which is weird. ARCH uses: The date posted on the IHFA site (Usually HUD changes in July)

https://www.idahohousing.com/federalprograms/home-program/

A. Calculation of Sales Prices for Newly Constructed/Available Community Housing

- Maximum sales prices are 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

- 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.
- The amount is determined by the Community House Pricing Calculator found on BCHA's website, <u>https://www.bcoha.org/housing-affordability-calculator.html.</u> <u>BCHA performs this calculation.</u> BCHA performs this calculation.

C. Maximum Monthly Gross Rental Rates for Community Housing

- 1) The maximum monthly gross rental rates for newly constructed/available Community Housing are published by BCHA on a schedule in conjunction with the release of Income Limit data provided by HUD.
- 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.
- a) Due to the fact that published AMI numbers may decrease over a calendar year, BCHA recommends setting monthly rent at a number as close as possible to the middle of a given Income Category, to ensure ongoing stability for the tenant and predictability of income for the landlord.
- b) In the event of a published AMI *decrease* by HUD, and if the monthly rent is set at the maximum allowable number within a given Income Category, the rent would be required to be *lowered* to the new corresponding published AMI
- 3) The maximum monthly gross rental rates are based on an amount equal to thirty

Commented [CC16]: I think this happened last year and this wasn't implemented. I don't think this is feasible from a lenders or borrower's perspective other programs set a floor at underwriting/ when the loan is taken out

Commented [SS17R16]: This only pertains to rentals.

percent (30%) of the Household Income per month. This gross rental rate figure includes utilities.

 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. **Commented [CC18]:** Summit County uses 25% (also different from HUD) to allow for savings for a downpayment

Commented [AM19]: Does BCHA publish monthly gross rental rate figures?

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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 to situations, 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

- Exceptions to any provision of these Policies may be granted by the BCHA Board when the strict application of the policy causes an undue hardship or burden, and not merely inconvenience or preference, because of circumstances unique to a particular Applicant, Tenant, or Owner.
- Any Applicant, Tenant, or Owner may file a request for an Exception in writing with BCHA stating 1) the ground(s) for the Exception request, 2) the action requested, and 3) 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 an Exception, the BCHA staff shall review, investigate, and prepare for the BCHA Board a report analyzing and making a recommendation on the requested Exception; shall forward the report to the Board and the person making the request; and shall notice a meeting of the Board and all parties involved to hear and make a decision on the request, to be held as soon as practicable and convenient to the Board and the person making the request.
- 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.
- 5) The Board may approve, approve with conditions, or deny a request for an Exception. 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:
 - a. That the strict application of the BCHA Community Housing Administrative

Policies to the circumstances presented causes an undue hardship or burden, and not merely inconvenience, unique to the person and circumstances for which the request is made;

- b. Approval of the request is consistent with the spirit, purpose, and intent of the Policies;
- c. Approval of the request will not give the person requesting the Exception an undue or unfair advantage over another person;
- d. Approval of the request will not conflict with any provisions of the BCHA Deed Covenant on the property subject to the request.

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 30 days after the filing of the request and all requested information.

B. Grievance Procedure

- Any Applicant, Tenant, or Owner may file a Grievance in writing with BCHA stating:
- a) the particular ground(s) upon which it is based;
- b) the action requested; and
- c) the name, address, telephone number of the grievant and his or her representative, if any.
- 2) 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 safeguard of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
- 3) The grievant and BCHA must have the opportunity to examine and, before the hearing at the expense of the complainant, to copy all documents, records, and regulations of BCHA that are relevant to the hearing.
- 4) Any document not made available by BCHA or the complainant, as applicable, after written request may not be relied upon at the hearing.
- 5) The complainant has the right to be represented by counsel. The matter may be continued at the discretion of BCHA.

C. Grievance Hearing

The Grievance Hearing must be conducted by BCHA as follows:

 Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.

- 2) The right to cross-examine must be at the discretion of BCHA and may be regulated by BCHA as it deems necessary for a fair hearing.
- 3) Based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination.
- The decision of BCHA will be binding and BCHA must take all actions necessary to carry out the decision.
- 5) Every attempt must be made to settle a Grievance with BCHA within six months after the date the Grievance is filed.
- 6) The decision of BCHA may be appealed to the Blaine County Commissioners in writing within ninety (90) days after the date the decision is rendered.
- 7) If the complainant fails to appear at the scheduled hearing, BCHA may make a determination to postpone the hearing, dismiss the complaint, or make a determination based upon the written documentation and the evidence submitted.
- 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) 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) Use of certified local mediators or through Idaho's Human Rights Commission.
 - 2) Civil court proceeding. Complainant may be eligible for pro bono legal assistance through Legal Aid.
 - 3) If a Fair Housing violation is suspected, contact the local jurisdiction. An appeal of the local jurisdiction's findings would be to Idaho's Human Right's Commission.

Commented [CC20]: I'd like Sunny's thoughts on this, but in other grievance policies I've worked on we had to provide alternatives.

Commented [SG21]: I think Matt Johnson should be consulted on the Grievance Procedure section, may want to redraft it. He should probably be consulted on the Exception section also.

Create Enforcement Section

Enforcement (rentals)

 Should the owner/landlord deny each of the applicants provided by BCHA, the owner/landlord may be reminded of landlord/tenant fair housing law and be required to provide written justification for each denial.



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: May 10, 2023 Staff Member: Carissa Connelly

Agenda Item: Recommendation to Approve moving Contract Management to Carissa Connelly

Recommended Motion:

I move to approve Carissa Connelly as the manager of BCHA's contracts.

Reasons for Recommendation:

٠	The city's Housing Director manages workload for program administrator Kylie Anderson and is the
	primary point person for City staff support. Contractors' roles are to support Kylie's work and the
	overall operations of BCHA.

• Direct communication is challenging without clear roles and responsibilities.

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

Ketchum City staff are finding that there is duplication of management of BCHA's office and responsibilities. This can confuse staff about who to report to on what and who has the authority to make what decisions. To minimize confusion and streamline communication, staff request that Carissa Connelly – as the manager of the housing budget and staff workload – manage any contracts that BCHA is involved with. Carissa will work closely with Kylie Anderson (BCHA's Program Administrator) to track progress, determine ongoing needs based on Kylie's capacity, and review invoices.

Contracts include but are not limited to: Ann Sandefer and Sunny Shaw.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1.	Ann Sandefer Contract
2.	Sarah Michael Contract
3.	Anna Mathieu

BCHA PROGRAM SERVICES-INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made and entered on this **10 day** of **May 2023**, by and between the Blaine County Housing Authority ("BCHA") and Ann Sandefer ("Contractor"):

WHEREAS, the BCHA and Contractor desire to enter into an independent contractor agreement to provide professional services to assist with BCHA programs and ensuring compliance of homeowners with BCHA deed restrictions and BCHA rental recertifications

WHEREAS, the BCHA is duly authorized and empowered to enter into such an agreement;

WHEREAS, the Contractor has experience and desires to provide services relating to BCHA programs as an independent contractor;

NOW THEREFORE, in consideration of the above recitals and the agreements, covenants, conditions and mutual promises set forth below, it is hereby agreed as follows:

<u>1. SERVICES PROVIDED</u>: BCHA hereby contracts with Contractor as an independent contractor to complete and perform the services of Program Administrator for the BCHA as outlined in Attachment A including, without limitation, support of and consultation with the BCHA Program Administrator and the BCHA Board of Commissioners. This Agreement will be administered by the City of Ketchum Housing Department in consultation with the BCHA Board.

<u>2. TERM OF AGREEMENT</u>: The term of this professional services contract shall be from May 10, 2023, until September 30, 2023. This agreement may be terminated with a fourteen (14) day written notice by the City of Ketchum with approval by the BCHA Chair or the Contractor.

3. WORK HOURS AND COMPENSATION:

- A. BCHA agrees to pay compensation to Contractor at the rate of \$35.00 per hour twice a month. BCHA and Contractor agree that all expenses are to be paid out of the monthly compensation and not in addition to it.
- B. Contractor shall submit invoices setting out (1) the dates work was performed, (2) a description of the work performed, and (3) the number of hours billed for each task. Invoices shall be submitted not later than five (5) days following the end of the payment period. Invoices shall be submitted to the Executive Director. Upon approval of the BCHA Program Administrator, payment shall be made within five days of the final date the invoice was due.

C. Contractor shall provide services under this Agreement on Mondays and Fridays each week for an average total of 16 hours each week. Contractor may switch workdays to other days or exceed or work less than 16 hours in any one week, upon not less than 48 hours notice to and the written approval of the City of Ketchum Housing Department or BCHA Board Chair.

4. INDEPENDENT CONTRACTOR:

- A. The parties agree that Contractor is the independent contractor of BCHA and in no way an employee or agent of BCHA and is not entitled to any benefit of employment with the BCHA.
- B. BCHA will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; make state or federal unemployment compensation contributions on Contractor's behalf; and will not withhold state or federal income tax from Contractor's payments.
- C. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide BCHA with proof that such payments have been made.
- D. BCHA will not make state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

5. EQUIPMENT: BCHA has no responsibility for security or protection of Contractor's supplies or equipment. BCHA shall provide Contractor workspace with a computer and access to printers and supplies. BCHA shall provide access to all plans, submitted information, materials, and other related resources in its possession, which are necessary for Contractor's performance under this Agreement.

<u>6. WORK PRODUCT</u>: Contractor agrees that all work performed under this Agreement is for the benefit of the BCHA and hereby transfers and assigns to BCHA all of its rights to the work performed.

7. OUTSIDE WORK AND CONFLICTS: Contractor may perform work for third party clients, provided such work does not create an actual or potential conflict of interest with BCHA. When Contractor becomes aware of a conflict or potential conflict in a matter with which she is involved, Contractor shall notify the Executive Director and the BCHA Board Chair.

8. CONFIDENTIALITY: Contractor acknowledges that it will be necessary for BCHA to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this

Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

9. INDEMNIFICATION: BCHA agrees to indemnify, defend, and hold harmless Contractor from any and all claims, costs, liability, judgement, complaint, judicial review petition or cause of action filed against Contractor relating to a claim based upon acts or omissions of Contractor performed with the scope of Contractor duties under this agreement, no matter what the basis of the claim, complaint or liability may be, including negligence, but excluding the intentional and willful misconduct of Contractor. BCHA retains the right to select legal counsel to represent Contractor in any such claim, cost, liability, judgement, complaint, judicial review petition, or cause of action filed against Contractor in Contractor's individual capacity, subject to the approval of activities of Contractor undertaken by Contractor pursuant to this agreement, no matter what the basis of the claim, complaint, or liability (including contribution) may be, including negligence, but excluding the intentional and willful misconduct of the claim, complaint, or liability (including contribution) may be, including negligence, but excluding the intentional and willful misconduct of Contractor undertaken by Contractor pursuant to this agreement, no matter what the basis of the claim, complaint, or liability (including contribution) may be, including negligence, but excluding the intentional and willful misconduct of Contractor.

10. COMPLIANCE WITH LAWS: Contractor agrees to comply with all federal, state, county, and municipal laws, rules, and regulations in his performance under this Agreement. Contractor shall possess a valid Idaho driver's license during the term of this Agreement.

<u>11. ASSIGNMENT</u>: Contractor may not assign, sub-contract, or delegate his rights and duties hereunder to any person or entity without the prior written consent of BCHA.

12. WAIVER. The failure of any party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any right or remedies that said party may have and shall not be deemed a waiver of any preceding or subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person. No covenant, term or condition or the breach thereof shall be deemed waived, except by the written consent of the party against whom the waiver is claimed.

13. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

14. AUTHORITY OF THE BLAINE COUNTY HOUSING AUTHORITY. Contractor understands and agrees that only BCHA, through its Board and the City of Ketchum, is empowered to alter, amend, modify, revoke, and permit waiver, assignment, sub-contract, and delegation under this agreement. Contractor shall not rely upon any representation, warranty or other statement by any other employee or agent of BCHA, and any such reliance by Contractor shall be at Contractor's peril and shall not give rise to any claim or cause of action, in law or equity, against BCHA, its employees or agents.

15. REPRESENTATIONS. Contractor agrees and warrants that in entering into this agreement it

has relied upon no representations, express or implied, of the BCHA, the City of Ketchum, employees, or agents that are not expressly stated herein.

17. SUCCESSORS AND ASSIGNS. Unless otherwise provided in this agreement, this agreement inures to the benefit of, will be binding upon the parties and their respective heirs, representatives, successors, and permitted assigns.

18. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as result of the drafting and preparation of this agreement. The heading and captions of paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of this agreement.

19. SEVERABILITY. If any term or provision of this agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. VENUE AND GOVERNING LAW. If an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

<u>21. ATTORNEY FEES.</u> If any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, or to declare forfeiture or termination, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

<u>22. AMENDMENT.</u> This agreement may be altered, amended, modified, or revoked only by written instrument duly executed by the parties hereto.

23. ENTIRE AGREEMENT. This instrument constitutes and embodies the entire integrated agreement between the parties. The parties agree that all prior and contemporaneous oral and written agreements between and among themselves and their agents or representatives relating to this agreement are merged in and superseded by this agreement. No modification, amendment, or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the Board.

24. SERVICE OF NOTICE. Any notice may be served upon BCHA by certified mail addressed to:

Blaine County Housing Authority

P.O. Box 4045 Ketchum, ID 83340

Any notice may be served upon Contractor by certified mail addressed to Contractor at:

Ann Sandefer PO Box 6806 Ketchum, ID 83340

Service of notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

EXECUTED and effective as of the day and year provided above.

Ann Sandefer PO Box 6806 Ketchum, ID 83340

For the Blaine County Housing Authority

Keith Perry Blaine County Housing Authority PO Box 4045 Ketchum, ID 83340 (208) 788-6102

Date

Date

Attachment A – Compliance Contractor Duties and Responsibilities

DUTIES – During the term of this Agreement, Contractor will assist the BCHA Program Administrator with the following duties:

- Undertake BCHA Homeowner compliance with deed restrictions.
- Recertify the eligibility of renters in BCHA rental properties.
- Review and input data from completed community housing applicants;
- As requested, assist BCHA Program Administrator in the duties listed within the Program Administrator's duties and responsibilities.
- Prepared compliance updates to the BCHA Board monthly

INTERIM EXECUTIVE DIRECTOR -INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made and entered on this 18 of May 2022, by and between the Blaine County Housing Authority ("BCHA") and SARAH MICHAEL ("Contractor"):

WHEREAS, the BCHA and Contractor desire to enter into an independent contractor agreement for Contractor to provide professional services as interim Executive Director of the BCHA related to the overall administration and leadership of the BCHA;

WHEREAS, the BCHA is duly authorized and empowered to enter into such an agreement;

WHEREAS, Contractor has demonstrated expertise in leading and administrating programs of the BCHA in her role as Chair and desires to provide the services of as Interim Executive Director to the BCHA on an independent contractor basis.

NOW THEREFORE, in consideration of the above recitals and the agreements, covenants, conditions and mutual promises set forth below, it is hereby agreed as follows:

<u>1. SERVICES PROVIDED</u>: The BCHA hereby contracts with Contractor as an independent contractor to complete and perform the services of Interim Executive Director of the BCHA as outlined in Attachment A including, without limitation, support of and consultation with the BCHA Board Chair and the BCHA Board of Commissioners. This Agreement will be administered of behalf of the BCHA by the BCHA Board Chair.

<u>2. TERM OF AGREEMENT</u>: The term of this independent contractor professional services Agreement starts on May 18, 2022, and continues until terminated by either party serving a written 7 day notice of termination on the other party.

3. WORK HOURS AND COMPENSATION:

- A. The BCHA agrees to pay compensation to Contractor at the rate of \$50.00 per hour not to exceed 240 hours a month, except as authorized by the BCHA Chair.
- B. Contractor shall submit monthly invoices setting out (1) the dates work was performed, (2) a description of the work performed, and (3) the number of hours billed for each task. Invoices shall be submitted not later than three (3) days following the end of the month to the Board Chair. Upon approval of the Chair of the Board, payment shall be made within five days of the final date the invoice was due.
- C. The BCHA and Contractor agree that all expenses are to be paid out of the monthly compensation and not in addition to it

4. INDEPENDENT CONTRACTOR:

A. The parties agree that Contractor is the independent contractor of the BCHA and in no way an employee or agent of the BCHA and is not entitled to any benefit of employment with the BCHA.

- B. The BCHA will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; make state or federal unemployment compensation contributions on Contractor's behalf; and will not withhold state or federal income tax from Contractor's payments.
- C. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes. Upon demand, Contractor shall provide the BCHA with proof that such payments have been made.
- D. The BCHA will not make state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

5. EQUIPMENT: The BCHA has no responsibility for security or protection of Contractor's supplies or equipment. The BCHA shall provide access to all plans, submitted information, materials, and other related resources which are necessary for Contractor's performance under this Agreement.

<u>6. WORK PRODUCT</u>: Contractor agrees that all work performed under this Agreement is for the benefit of the BCHA and hereby transfers and assigns to the BCHA all its rights to the work performed.

<u>7. OUTSIDE WORK AND CONFLICTS</u>: Contractor may perform work for third party clients, provided such work does not create an actual or potential conflict of interest with the BCHA. When Contractor becomes aware of a conflict or potential conflict in a matter with which she is involved, Contractor shall notify the BCHA Board Chair.

8. CONFIDENTIALITY: Contractor acknowledges that it will be necessary for the BCHA to disclose certain confidential and proprietary information relating to itself, its applicants and residents, and others accessing the BCHA's services to Contractor for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the BCHA and the others. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the BCHA and the others without the BCHA's prior written permission, except to the extent necessary to perform services under this Agreement on the BCHA's behalf.

9. INDEMNIFICATION: The BCHA agrees to indemnify, defend, and hold harmless Contractor from any and all claims, costs, liability, judgement, complaint, judicial review petition or cause of action filed against Contractor relating to a claim based upon acts or omissions of Contractor performed with the scope of Contractor duties under this Agreement, no matter what the basis of the claim, complaint or liability may be, including negligence, but excluding the intentional and willful misconduct of Contractor. The BCHA retains the right to select legal counsel to represent Contractor in any such claim, cost, liability, judgement, complaint, judicial review petition, or cause of action filed against Contractor in Contractor's individual capacity, subject to the approval of activities of Contractor undertaken by Contractor pursuant to this Agreement, no matter what the basis of the claim, complaint, or liability (including contribution) may be, including negligence, but excluding the intentional and willful misconduct of Contractor.

10. WORKERS' COMPENSATION: While performing duties within the scope of work as set

Independent Contractor Agreement Sarah Michael (051822)

forth in this Agreement, Contractor shall not be under the BCHA's worker's compensation liability policy.

<u>11. COMPLIANCE WITH LAWS</u>: Contractor agrees to comply with all federal, state, county, and municipal laws, rules, and regulations in his performance under this Agreement. Contractor shall possess a valid Idaho driver's license during the term of this Agreement.

<u>12. ASSIGNMENT</u>: Contractor may not assign, sub-contract, or delegate his rights and duties hereunder to any person or entity without the prior written consent of the BCHA.

13. WAIVER. The failure of any party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any right or remedies that said party may have and shall not be deemed a waiver of any preceding or subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person. No covenant, term or condition or the breach thereof shall be deemed waived, except by the written consent of the party against whom the waiver is claimed.

14. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

15. AUTHORITY OF THE BLAINE COUNTY HOUSING AUTHORITY. Contractor understands and agrees that only the BCHA, through its Board Chair, is empowered to alter, amend, modify, revoke, and permit waiver, assignment, sub-contract, and delegation under this Agreement. Contractor shall not rely upon any representation, warranty or other statement by any other employee or agent of the BCHA, and any such reliance by Contractor shall be at Contractor's peril and shall not give rise to any claim or cause of action, in law or equity, against the BCHA, its employees or agents.

16. REPRESENTATIONS. Contractor agrees and warrants that in entering into this Agreement it has relied upon no representations, express or implied, of the BCHA, its Executive Director, employees, or agents that are not expressly stated herein.

17. SUCCESSORS AND ASSIGNS. Unless otherwise provided in this Agreement, this Agreement inures to the benefit of, will be binding upon the parties and their respective heirs, representatives, successors, and permitted assigns.

18. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as result of the drafting and preparation of this Agreement. The heading and captions of paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of this Agreement.

19. SEVERABILITY. If any term or provision of this agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. VENUE AND GOVERNING LAW. If an action is brought to enforce or interpret this Agreement,

Independent Contractor Agreement Sarah Michael (051822)

the parties submit to the exclusive jurisdiction of the courts of the State of Idaho and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

<u>21. ATTORNEY FEES.</u> If any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, or to declare forfeiture or termination, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

<u>22. AMENDMENT.</u> This Agreement may be altered, amended, modified, or revoked only by written instrument duly executed by the parties hereto.

23. ENTIRE AGREEMENT. This instrument constitutes and embodies the entire integrated agreement between the parties. The parties agree that all prior and contemporaneous oral and written agreements between and among themselves and their agents or representatives relating to this Agreement are merged in and superseded by this Agreement. No modification, amendment, or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the BCHA Board.

<u>24.</u> SERVICE OF NOTICE. Any notice may be served to the BCHA by email or mail addressed to:

Chair Keith Perry BCHAChair@bcoha.org Blaine County Housing Authority 191 Sun Valley Road P.O. Box 4045 Ketchum, ID 83340

Any notice may be served upon Contractor by email or mail addressed to Contractor at:

Sarah Michael P.O. Box 3060 Sun Valley, ID 83353 Ms.sarahmichael@gmail.com

Service of notice shall be deemed complete upon the date of the postmark (if served by mail) or the email sent date (if served by email). Either party may change the address for service of notice by written notice to the other party.

EXECUTED and effective as of the day and year provided above.

Date

Independent Contractor Agreement Sarah Michael (051822)

4

Sarah Michael Contractor

Keith Perry, Chair Blaine County Housing Authority 191 Sun Valley Road PO Box 4045 Ketchum, ID 83340 (208) 788-6102 Date

Independent Contractor Agreement Sarah Michael (051822)

Attachment A – Duties and Responsibilities

DUTIES – During the term of this Agreement, Contractor shall perform the duties listed in this section as requested by the BCHA Chair. The Blaine County Housing Authority (BCHA) Interim Executive Director is responsible for creating and managing housing programs and providing housing support services that will make the BCHA the go-to housing resource for the residents, housing program applicants, local governments, nonprofits, and real estate professionals and developers with the goal of expanding residents' and workers' access to safe, desirable, and affordable housing in the cities of Ketchum, Sun Valley, Hailey, and Bellevue, and the unincorporated territory of Blaine County, Idaho.

Primary Job Responsibilities:

- Supervises staff in the management of BCHA asset management programs, including the maintenance of an accurate and up-to-date database of qualified applicants for BCHA and managing the BCHA inventory of for-sale and rental community housing.
- Hires and supervises contractors to assist in the operation and management of BCHA programs and properties.
- Oversees the Lift Tower Lodge repairs, supervises the Lift Tower Lodge manager and service providers. Leads County efforts to secure transitional housing at Silver Creek Living.
- Develops the BCHA 2023 FY Budget and presents budget requests to key funders. Serves as liaison with Blaine County cities.
- Develops partnerships with Blaine County non-profits working to provide services and address housing challenges in Blaine County.
- Undertakes advocacy on affordable and workforce housing issues in the communities of Blaine County.
- Writes grants to support BCHA and other housing programs.
- Recommends policies and programs to the BCHA Board and its local partner jurisdictions and organizations (including nonprofits, real estate professionals, and developers) that result in the development of new and the preservation of existing affordable and workforce housing that is responsive to the needs of individual residents and households in Blaine County.
- Represents BCHA to the public and our key stakeholders and partners.
- Brings understanding and knowledge of the unique housing challenges facing resort communities such as those in Blaine County.
- Advocates at public meetings of government bodies on behalf of affordable and workforce housing.
- Collaborates with private developers and draft letters of support for proposed development projects that further the interests and goals of BCHA.

BLAINE COUNTY HOUSING AUTHORITY CONTRACT FOR SERVICE

Client:

Blaine County Housing Authority 191 Sun Valley Road P.O. Box 4045 Ketchum, ID 83340

Contractor:

Anna Mathieu AnnaMathieu@windermere.com

This Agreement between the Blaine County Housing Authority ("BCHA") and Anna Mathieu (Contractor) establishes the term, duties and rate of compensation for the services to be provided by the Contractor as described herein.

- 1. **Term** This agreement shall commence as of the signing hereof, and continue in force during the Period of Performance. The agreement may be terminated by either party giving thirty (30) days written notice to the other of a desire to do so.
- 2. **Duties** During the term of this Agreement, Contractor shall perform the duties listed in this section as requested by the Executive Director:
 - Facilitate sales agreements of community housing units by coordinating with Executive Director to draft and process contracts, conduct site visits, etc.;
 - Develop and maintain relationships with lenders, title companies, and other parties involved in real estate transactions;
 - Coordinating with BCHA staff for the delivery of community housing products by (as needed):
 - Communicating with community housing applicants regarding qualification criteria and eligibility status;
 - Representing approved buyers to lenders, title companies and general contractor staffs;
 - Coordinating with BCHA staff for the provision educational opportunities to firsttime buyers, information regarding qualification, and other such services to housing applicants at such time as community housing is made available for purchase;
 - Coordinating with BCHA staff for the active marketing of community housing produced by the jurisdictions to the community of applicants in BCHA database;
 - Coordinating with BCHA staff for the request, verification of receipt, and the filing of documents received from lenders, developers and title companies;
 - Acting as a resource to BCHA staff for the staff's dissemination of relevant information to those residing in deed-restricted housing to support success of the community housing programs; and
 - Coordinating showings of units to qualified applicants.
 - Providing monthly MLS data to the Executive Director for use in monthly housing reports related to the sale and purchase of market-rate housing in Blaine County.
- 3. **Schedule** Days set aside for Contractor to perform the duties outlined in Section 2, *supra*, will be done on an as needed basis at such time as a community homeowner

wishes to offer a community housing unit for sale or a qualified applicant requires assistance in the purchase of community housing.

- 4. Period of Performance Contractor will perform the duties required during the time period beginning May 1, 2022 through April 30, 2023. The number of hours worked per month shall be as needed and reported on a monthly basis. The number of hours performed during the term of this Agreement shall be commensurate with what is required to perform the duties as listed in Section 2 of this Agreement with expediency and professionalism. At the conclusion of this term, either party may elect to renew this Agreement for a period of one year by signing a new Agreement, or, either party may terminate this Agreement at the end of the term by giving a written ninety (90) day notice.
- 5. Confidentiality The Contractor, as a condition of the Agreement, hereby agrees to maintain the confidentiality of all business and legal matters pertaining to the Blaine County Housing Authority, except matters subject to public record, and to do no act to impair or injure its interests, either while this Agreement is in force or after it is terminated for any reason. Additionally, as a condition of this Agreement, the personal and financial information of BCHA clients, applicants, owners and renters will be held in the strictest confidence.
- 6. Compensation In consideration of the above, the Blaine County Housing Authority agrees to pay Contractor at the rate of \$50.00 per hour during the Period of Performance. Payment will be made by check within fourteen (14) days of receipt of invoices. Invoices shall show the dates and hours worked and duties performed. As a self-employed independent contractor, Contractor will be responsible for paying her own income taxes, and the Blaine County Housing Authority will be responsible for providing her a 1099 tax form. BCHA will maintain Contractor's email AnnaMathieu@windermere.com as her point of contact for BCHA's community homeowners and qualified applicants.
- 7.
- 8. Merger Clause This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all other prior or contemporaneous oral communications (including, for avoidance of doubt, communications in connection with the preparation of this Agreement and the other Transaction Documents) and agreements, and all prior written communications (including, for avoidance of doubt, written drafts of this Agreement and the other Transaction Documents) and agreements, with respect to the subject matter hereof are merged herein and superseded. For the avoidance of doubt, it is the parties' intent that no term contained in or omitted from any prior written draft of this Agreement or the other Transaction Documents be used as extrinsic evidence under any state law or judicial interpretation to determine the intent of the parties hereto.

Signatures on page 3

AGREED AND ACCEPTED

Anna Mathieu

Social Security #:

Mailing Address: Physical Address: City, State, Zip:

For the Blaine County Housing Authority

Sarah Michael, Interim Executive Director Blaine County Housing Authority 191 Sun Valley Road PO Box 4045 Ketchum, ID 83340 (208) 788-6102 Date

Date

Housing Navigation System

We are looking at how people access housing and where coordination happens, in addition to what kind of prevention is needed for housing crises. Courtney is working as a consultant to set up the infrastructure and hand over to Kylie.

Housing Navigation System meeting held 4/20/23 with community partners to discuss actions needed and what to prioritize. Follow-up meeting is scheduled 5/4/2023 to discuss next steps and Kylie's and Courtney's roles moving forward.

Attachments (listed below and included in following pages)

- Courtney's proposal
- Housing Navigation Meeting 4/20/23

5B Housing Coordination Meeting notes

April 20, 2023 11AM – 1PM

Attendees:

Maira Conlago	Sarah Michael	Greg Dunfield	Guadalupe Pizarro
Mary Fauth	Silvia Romero	Cleo Mueller	Amy Bain
Carissa Connelley	Sarah Seppa	Naomi Spence	Frances Santacruz
Courtney Noble	Jenni Rangel	Dianne Hunt	Kylie Anderson

Why we are here/how did we get here: We saw a gap for navigating housing resources and related resources in the community. We are looking at how people access housing and where coordination happens, in addition to what kind of prevention is needed for housing crises. Now that we have an idea, what kind of actions do we need to take and to prioritize?

Action: create one stop shop for housing resources in English and Spanish.

Planning to set up infrastructure to move this forward. Courtney to lead the group to see what priorities we have and what progress has been made, including how to move things ahead and who needs to be involved.

Discussion: Are these previously identified strategies still a priority? Have we made progress? If it remains a goal, what are the next steps? Who is on point for each task?

Strategies:

1. Put together a resource guide:

Includes housing resources and community resources throughout Blaine County. The problem with resource guides is that they quickly go out of date – findhelpidaho.org could be a great way to promote this and could be a great tool for everyone. Information can stay up to date if all the providers keep their information updated. We will plan to update the resource guide once a year.

Next steps: create one-pager specific to housing - Kylie

2. Create a shared pre-application process and develop a waitlist for subsidized properties:

Helps determine what properties applicants are eligible for. Concerns for privacy rights on applicants – they would need to give consent that they are okay having their information sent to others. Maybe on the preapplication there is a waiver or release of information? Income limits from HUD are delayed due to calculations – projected increase AMI in Blaine County where it has stayed pretty stagnant over the last 10 years.

Next steps: Dianne Hunt, Guadalupe Pizarro, Amy Bain, Greg Dunfield to continue talking about this.

3. Facilitate access to housing and applications via shared housing inventory list (all listings or special pocket listings for vulnerable populations), matching system, cheat sheet on how to apply, case manager training on applications:

Have a system set up with needed information that case workers can access to place folks. Would we want an inventory list and share it much wider? BCHA already tracks rentals – should we have this information available to the public? Should we include market rate information as part of matching? The outcome of this is only if it is considered affordable housing. Facebook and Idaho Mountain Express currently serve as general housing boards for information.

Create a cheat sheet on how to apply (how long is the waitlist, what is needed to maintain spot on the waitlist?) as it's often difficult for even case workers to know how to apply. The cheat sheet should include waitlist requirements. Pre-approved to determine eligibility and caseworkers use to help complete applications. Hoping to demystify the complexity of applications. The current applications are lengthy, and completion is required to get on the waitlist – screens for income and criminal history. Often there is an application fee of \$25 (sometimes waived). As part of the pre-application process, is there a way to gauge what their income is rather than verifying with employer? One idea is to have a grid with income estimate and source (SSI/SSDI). SSI/SSDI is often more challenging because the gross amount is not included in their bank deposit. Once a final application is completed, there is only a certain window for that information to be considered "live and accurate". Timeline is super important, and information can become out of date quickly. Applicants need to know what to do if their application is rejected – appeal process? If they aren't eligible at the moment, they can reapply in 6 months. HUD is changing how they look at income. HOTMA regulations – different way of calculating income. It may change the way we are looking at income information moving forward.

Next steps: work group - Dianne, Guadalupe, Greg, Amy, to put together common pre-application try to synthesize this information.

4. Create or adopt a system to coordinate referrals and track outcomes.

Findhelpidaho.org – people I'm working with: Built -in way to track the people you're working with and provide resources. There are ways to send the resource to email or send it to another service provider. Could be a big learning curve and would require all of us to work with findhelp and figure out way to share clients within the database. Could be very useful to all of us, but we would all need to use it – could be a barrier but has the potential to be one stop shop and track outcomes.

St. Luke's is implementing social determinants of health screening tool for all patients. If someone screens as at risk, they will use findhelpidaho. Encouragement for everyone to have training and have your organization's information updated so that referrals can work and be correct. There is a way to reorganize resources on findhelp for important resources coming up first. Are folks committed to having their teams use this resource and do training? How does tracking work? It's a good way to find out what the needs are in the community. Reports for tracking outcomes is available. IHFA to recognize local organizations - difficulty finding service providers in Blaine County.

Another helpful tool was weekly case management meetings to stay updated. St. Lukes can't access google docs within organization, so that is a barrier. The easiest way to abide by fair housing guidelines is to have a waitlist - first come, first served.

Next step: Sarah to schedule findhelpidaho.org training and see how to customize it and that would determine if case conferences are needed in the future. Sub working group for tax credit properties – Dianne, Greg, ARCH, Charles, Guadalupe

5. Improve public/property management communication and education on needs

There is a barrier between tenants and landlords, especially if the landlord isn't committed to communicating with tenant adequately, such as when to use Spanish vs English. Subsidized properties changing to online application without communicating to community. It's very difficult to be able to get a clear answer if folks on original waitlist are still there. People who really need housing could fall through the cracks and miss out. Who are decision makers for properties? It would be great to get contact information for owners or regional managers to help prioritize. Separate resource guide specific to housing and more appropriate for case managers/others to use. For property managers on the call, how can we help the folks we're serving? Some property management companies are categorized by date of application, but each house management company has their own process and may have different requirements. Maybe we can work collaboratively for things that are not federally mandated. Interagency meeting – good way to stay connected and share with others- put email in chat and Sarah will invite others to meeting series.

<u>Contact@syringaproperties.com</u> information was shared.

6. Identify and implement displacement and crisis strategies, such as anti-discrimination regulations, a displacement task force, and a funding campaign:

Developers were given high incentives to develop affordable housing at J&J Trailer Park and unfortunately it hasn't been redeveloped – suddenly several folks living in mobile homes were displaced. There's been a lot of misunderstandings, there needs to be policy, programs, and support. Perhaps a county-wide ordinance would go through. The City of Ketchum is looking into displacement and relocation this summer. Adding ordinance - source of income as a protected class so you couldn't deny someone housing because they are receiving rental assistance. One of the problems with vouchers is that the payment standard isn't enough for the landlord and sometimes the voucher doesn't fit the household size. Fair market rent isn't fair and it's not market. Sunny who has been helping BCHA is helping Carissa navigate who to reach out to. Clarifying barriers to services – part of survey- can help with big picture and look at what people are experiencing and what zoning decisions happen moving forward. There are deed covenants that can address plans for redeveloping land, although this doesn't exist for the private sector. It doesn't address what happens to the people who are being displaced by the new development – the housing team wants to dig into this. Discussion of displacement task force i.e. Limelight fire and J&J mobile homes.

7. Identify and implement emergency and transitional

We ran out of time. Shelter and transitional housing to be discussed at next meeting.

Proposed Statement of Work Noble/ 5B Community Collaborative

Project Purpose: Support the 5B Community Collaborative and assist the group in building strategies that maximize collaborative effectiveness to ensure that all people experiencing housing instability in Blaine County have access to a continuum of housing and services.

Background: The 5B Community Collaborative is the name of a new initiative working to improve services and outcomes for the community members of Blaine County. The initiative, facilitated and funded by the Blaine County Housing Authority (BCHA), is a result of six months of planning by BCHA and other organizations throughout the County. Through a collaborative planning effort, the group produced a set of recommendations for a Community Collaborative Charter and a Year 1 Action Plan. The community is now seeking a qualified professional to facilitate implementation of components of the Action Plan.

Proposed Scope: After meeting with Collaborative members on April 20,2023, BCHA is seeking a professional independent contractor to assist with the following priorities identified by community partners:

- **1.** Create a "cheat sheet" on who is eligible and how to apply for subsidized **properties.** This work will be done in partnership with BCHA staff.
 - Estimate: 30 hours
- 2. Create a shared pre-application process and potentially a common waitlist for subsidized properties.
 - a. Collect applications and summarize eligibility for each subsidized property (to the extent not already completed under Priority 1, above.)
 - b. Convene property managers and owners to vet a pre-application and build consensus around an implementation process. Facilitate these meetings.
 - c. Develop a work plan and timeline for roll-out of a pre-application.
 - d. With property managers and owners, explore feasibility of a common waitlist from which matched referrals to subsidized properties could be made.
 - Estimate five one-hour workgroup meetings plus 40 hours of support work: 45 hours
- **3. Explore and pursue funding opportunities to support housing stability in Blaine County.** This may include:
 - a. HUD funding (including the Emergency Services Grant and HOME-ARP) distributed through Idaho Housing and Finance Association
 - b. HUD funding including Rapid Rehousing funds distributed through our Continuum of Care and the Idaho Housing and Finance Association
 - c. FEMA funding
 - d. Private funding
 - Estimate up to 35 hours per funding application not to exceed 100 hours
- 4. Provide ongoing support to identify emergency housing and implement community Shelter Plan. This may include establishing community eligibility for

the funding streams noted above, convening an emergency housing planning team. etc.

• Estimate up to 30 hours.

Approach: The consultant will work closely with city and BCHA staff and Collaborative agencies.

Timeline: The project will launch in May 2023 and conclude at the end of September. The consultant will touch base with Ketchum and BCHA staff bi-monthly during the development of the deliverables.

Project Budget: Estimated hours to complete the project are 105-205. The consultant's hourly rate will be \$140/hour. The agreement is approved up to and is not to exceed \$28,700 in labor expenses.

Housing Needs Assessment Update

May 10, 2023



rental listings declining, median rents increasing



Source: Blaine County Housing Authority, Idaho Mountain Express Advertisements

Blaine County sales prices rising, sales volume declining

two median earners could afford the median attached

(multifamily) home in 2014



Source: Blaine County Assessor, Bureau of Labor Statistics 71 W



PANDEMIC POPULATION BOOM

growth slowed since pandemic boom, but population remains high


SURVEY RESPONSES applied to population

Blaine County residents

identified as unstable

24%

identified as unstable or cost burdened

38%

9,450

5,950

% could be higher because not everyone completed the survey

HOUSING INSTABILITY





HOUSING STABILITY TRENDS

OTHER STATISTICS

Blaine County Point

in Time Count

139 individuals experiencing

homlessness

Blaine County Public Schools

114 homeless or unstably

housed students

shelter + motel stays



individuals served (99 adults + 59 children)

Source: Blaine County Point in Time Count, January 26, 23

Blaine County Housing Survey 2023 – Initial Results



Blaine County underrepresented, Ketchum overrepresented in survey responses compared to population



Source: Blaine County Housing Survey 2023; U.S. Census Population Estimates

Needs + Preferences | Location

among people seeking housing,

- most would leave the community if their only housing option were farther than Bellevue
- nearly half would leave if their only housing option were outside the cities



*will be broken down by area median income

Needs + Preferences | Unit Type

although single family dwellings are most desired, more interest in multifamily and significant interest in ADUs



couldn't not ideal ideal

*will be broken down by area median income

Needs + Preferences | Unit Size

1- and 2-bedrooms most needed,

indicating high need among smaller households



*will be broken down by area median income

Source: Blaine County Housing Surve 79 23



- greatest interest in ownership and preservation program
- more ADU incentive interest in mid- and south-valley
- more new interest in 3-5 year long-term preservation program than new Lease to Locals (survey excluded non-local owners and doesn't account for Lease to Local leads)



QUESTIONS, FEEDBACK?

Thank you!





Interim Executive Director's Report

Sarah Michael 5-4-2023

- City and County Housing Authority in Teton County Idaho. The Wood River Valley City Tour of Victor, Driggs, and Teton County, Idaho (April 12-14, 2023) was an excellent way to build closer relationships with community leaders within our own community. The lesson learned from the visit was the commitment of the cities of Victor, Driggs, Tetonia and Teton County to try to work together in developing common housing programs through the Teton County Joint Housing Authority. In March 2023, two new housing projects were announced. You can learn more about these projects at <u>https://tetonvalleyhousing.org/projectsprograms</u>
- 2. Assisted Courtney Noble in an IFHA application from the Blaine County Housing Foundation for The HOME Investment Partnerships Program (HOME) activities which primarily benefit qualifying populations who are homeless, at risk of homelessness, fleeing domestic violence, and other populations (including those with earnings below 30% of AMI.)
- 3. Meetings in person and through emails and phone regarding two homeowner petitions re Fields Unit 120 A and Evergreen #17; drafted reports and collected data on the issues behind the petitions.
- 4. Meeting to review proposed changes to the BCHA Administrative Policies
- 5. Engagement with the Community School and City of Sun Valley regarding the rezone of community school property for workforce housing.
- 6. Engagement with the City of Bellevue on its annexation proposals and opportunities for affordable and workforce housing.
- 7. Ongoing work with the City of Ketchum on its program management services to the Blaine County Housing Authority. Coordination about finances, BCHA files, email access, and programs still requires more engagement.
- I will leave my position as Interim Executive Director effective Wednesday, May 17th, but will continue to finalize the BCHA Guidelines and respond to questions as needed.

Program Administrator Board Report

- <u>Proficient in BCHA database management</u>, Slide Room (done)
 - Organizing by income category
 - Running into questions/concerns about asset and net worth limit
- Proficient in applications, determining tenant eligibility (ongoing)
 - o assist tenants in application process
 - 15 purchasing applications completed
 - 30 rental applications completed
 - o review and import data from online forms completed by community housing applicants
 - o following up with the applicants on items which need further documentation
- Proficient in customer service and referrals from BCHA office (ongoing)
 - Answer inquiries, set appointments with applicants, and serve as initial contact
 - 3 scheduled appointments at City Hall, 6 scheduled appointments at BCHA office
 - 4 walk-ins at City Hall, 6 walk-ins at BCHA office
 - Averaging around 10 phone calls per day
- <u>Resident engagement at Lift Tower Lodge</u> (ongoing)
 - o Managing tenant relations, with support from Ketchum staff
 - o Dropped off resident permits and letter explaining transition
 - o Reviewed leases and lease-terms, will translate to Spanish
- Learning sales process (ongoing)
 - Updating the existing value for CH owners of deed covenants
 - Develop and maintain relationships with lenders, title companies, and other parties involved in real estate transactions
 - Assisting approved buyers as they work with lenders, title companies, and other agents involved in the transfer of property
 - o Requesting, verifying receipt, and filing received documents
 - 2 qualified applicants are in process of completing IFHA homebuyer course and getting prequalification letters. Working with Anna Mathieu to schedule meetings to go over process with applicants and show the property.

Agenda Item #13

Interim Executive Director Staff Report:

Under Section 8, BCHA Guidelines, a Community Homeowner is allowed to petition the Board to address challenges that they have in owning or renting a community unit. Jeanne Bell's Petition on Evergreen Unit 17, a Category 3, and guidelines are outlined below. The Guidelines allow the Board to consider the hardship, to research the information and to make a determination on the petition.

Recommendation and Motion:

I move to approve Ms. Bell's petition:

- To waive the 10% limit of capital improvements for her unit and to include all her personal qualified capital improvements and the Special Assessments in her calculated resale value.
- 2) To request that the BCHA or other public agency be allowed to purchase her Evergreen Unit 17 and to give her a life tenancy in the unit with rental payable based upon her current and future income. Any purchaser would be required to maintain the BCHA Category 3 Income Deed Covenant that is assigned to the property.

Fiscal Impact: Waiving the 10% cap on capital improvements would increase the sale price of the unit by approximately \$13, 500, which would make the Maximum Sale Price for Evergreen Unit #17 approximately \$119,000.

Petition

Jeanne Bell owns Evergreen Unit 17 which she bought in 2007 for approximately \$70,000 as a Category 3. The BCHA Deed Covenant on the Evergreen Property did not contain a Community Homeowner discount on the building's HOA dues.

In 2021, the HOA had a special assessment of \$5,000 for Unit 17. In 2023, the HOA levied another special assessment for the building and Unit 17 is assessed for \$8500 which is payable in quarterly installments over 2 years.

In addition to these special assessments, the monthly HOA operating and capital reserve have increased from \$187.00 a month to her 2023 rate of \$658.00.

As a result, the combined cost of HOA dues, capital reserve, and special assessments for 2023 for Unit #17 is \$10,665 or 888.75 a month. This is almost twice the mortgage payment for the unit.

Other community homeowner units with a BCHA deed covenant have discounts for HOA dues and special assessments. The discount is the way that the units stay permanently affordable for the community homeowners. For example, the Olympic Terrace HOA issued a Special

Assessment of \$300,000 in December 2022 for the Building. The BCHA Community Homeowners were assessed \$2, 820 or .0094% of the total amount.

For the Evergreen, the Community units have no discount and #17 is levied at 4.25% of the HOA fees because the unit occupies 4.25% of the building.

Section 8. Procedures for Special Review and Grievances

The Blaine County Housing Authority is committed to creating and maintaining a user-friendly process that provides a long-term supply of desirable and affordable Community Home choices in all areas of Blaine County for those who work and subsequently retire here. However, situations may arise where either a Grievance needs to be addressed or a Special Review is appropriate to provide resolution to a situation. BCHA will respond to Applicants, Tenants, Sellers or Owners of Community Homes who are experiencing difficulty through one of the two processes described below:

A. Petition for a Special Review

1. Any Applicant/Tenant/Owner petitioning for a Special Review may file a petition in writing with BCHA stating 1) the ground(s) for the Special Review request, 2) the action requested, and 3) the name, address, and telephone number of the petitioner, and similar information about his/her representative, if any.

2. Upon receipt of the petition BCHA Board of Commissioners may delegate the Special Review to staff or BCHA will convene a Special Review Committee to review the petition and additional evidence, if any, presented by the petitioner at the next regularly scheduled meeting of BCHA. The Special Review Committee, shall be appointed and report back to BCHA Board pursuant to Article IV, Section 11 of BCHA by-laws.

3. BCHA will provide petitioner with a written decision and include therein the reasons for its determination. BCHA will make every attempt to render a decision within thirty (30) days after the filing of the petition; however, the matter may be continued at the discretion of BCHA.

4. BCHA will make its determination on the basis of these Community Housing Guidelines, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.

Agenda Item # 13

Interim Executive Director Staff Report:

Under Section 8, BCHA Guidelines, a Community Homeowner is allowed to petition the Board to address challenges that they have in owning or renting a community unit. The petition and guidelines are outlined below. Tyler and Kodi Crofts' Petition on 120 Flower Dr, Unit A, a Category 4, and BCHA Section 8 guidelines are outlined below. The Guidelines allow the Board to consider the hardship, research the information and make a determination on the petition.

<u>Recommendation and Motion:</u> I move to approve the petition from Tyler and Kodi Crofts to waive BCHA's Administrative fees of \$2,323.00 relating to the <u>sale of 120 A</u> <u>Flower Dr Unit A</u>due to the two months of ownership of the previous owner and expenses the heirs face while waiting to sell the unit.

Fiscal impact: BCHA Administrative Fee is 3% or \$6, 969. 00 for 120 A Flower Dri, Unit A; 2/3 of the fee is payable to BCHA's representative, Anna Mathieu, who manages the sale of the property.

From: tyler crofts <tyler@rockinttrucking.com>
Sent: Monday, May 1, 2023 6:01 PM
To: perrys@sunvalleynet.com; Kylie Anderson <KAnderson@bcoha.org>; Sarah Michael
<bchachair@bcoha.org>
Subject: 120 Flower Dr A Fields Unit Special Request for review of BCHA's 3% fee
Dear Blaine County Housing Authority Board,

Under the Blaine County Housing Authority Guidelines, Section 8, Procedures for Special Review, I am petitioning the BCHA Board to waive the 3% administration fee for managing the Fields unit in which my mother, Mary A Crofts, lived for only 2 months before she died. As we understand, all fees associated with the sale were just paid upon her purchase of this unit in December. We know that there may be fixed costs relating to the sale of the unit a second time, but any reduction of this fee would be greatly appreciated. As of right now, we, the family, are paying out of pocket for all of her expenses regarding this condo, as well as medical bills and debt.

We appreciate your time and hope you can consider this request at your May 2023 Board meeting. The Fields unit is empty, clean and listed and we hope to sell it to a qualified buyer as soon as possible. Thank you for your consideration of this request. Sincerely, Tyler and Kodi Crofts 10410 Turner Dr Middleton Id 83644 Tyler-(208)230-4663 Kodi-(208)861-3365

Section 8. Procedures for Special Review and Grievances

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4. BCHA will make its determination on the basis of these Community Housing Guidelines, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.

Advertised Rents FY 2022

			Year to	o Date								
	Total Ads Placed											
Jurisdiction	Studio	1BD	2BD	3BD	4BD	NS	All					
All Ads	0	19	28	35	9	35	126					
Bellevue	0	1	0	6	0	1	8					
Hailey	0	3	9	14	4	10	40					
Ketchum	0	11	12	9	2	10	44					
Sun Valley	0	2	7	2	3	7	21					
Not Specified	0	2	0	4	0	7	13					

	Average Number of Ads Placed per Week												
Jurisdiction	ction Studio 1BD 2BD 3BD 4BD NS												
All Ads	0.0	0.2	0.3	0.4	0.1	0.4	1.6						
Bellevue	0.0	0.0	0.0	0.1	0.0	0.0	0.1						
Hailey	0.0	0.0	0.1	0.2	0.0	0.1	0.5						
Ketchum	0.0	0.1	0.1	0.1	0.0	0.1	0.5						
Sun Valley	0.0	0.0	0.1	0.0	0.0	0.1	0.3						
Not Specified	0.0	0.0	0.0	0.0	0.0	0.1	0.2						

	Pe	ercentage o	f Number of	f Ads (FY 202	22 of FY 202	1)	
Jurisdiction	Studio	1BD	2BD	3BD	4BD	NS	All
All Ads	0.0%	57.6%	50.0%	52.2%	39.1%	140.0%	57.5%
Bellevue	0.0%	33.3%		300.0%		100.0%	114.3%
Hailey	0.0%	75.0%	60.0%	107.7%	28.6%	166.7%	71.4%
Ketchum	0.0%	57.9%	36.4%	25.0%	40.0%	125.0%	41.5%
Sun Valley	0.0%	40.0%	87.5%	16.7%	100.0%	77.8%	53.8%
Not Specified	0.0%	100.0%		100.0%	0.0%	700.0%	11 8.2 %

As of Tuesday, April 18, 2023

154.9%	564	Days Since Beginning of Fiscal Year:
	81	Weeks Since Beginning of Fiscal Year:
	161	Adverstising Days Since Beginning of Fiscal Year:



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	Year to Date													
				ļ	٩ve	rage Ad	vert	ised Rer	nt					
Jurisdiction Studio 1BD 2BD 3BD 4BD NS													All	
All Ads	\$	2,089	\$	1,756	\$	2,825	\$	3,584	\$	4,967	\$	5,500	\$	2,961
Bellevue	\$	800	\$	1,250			\$	2,267					\$	1,956
Hailey	\$	1,531	\$	1,500	\$	2,067	\$	3,564	\$	5,600			\$	2,869
Ketchum	\$	2,442	\$	1,858	\$	3,529	\$	4,456	\$	4,250	\$	5,500	\$	3,242
Sun Valley	\$	2,607	\$	1,750	\$	2,593	\$	3,750	\$	4,600			\$	2,973

	Minimum Income Needed for Affordability (Average Advertised Rent)															
Jurisdiction		Studio		1BD		1BD		2BD	3BD		D 4BD			NS		All
All Ads	\$	83,545	\$	70,229	Ş	113,000	\$	143,355	\$	198,667	\$	220,000	Ş	118,450		
Bellevue	\$	32,000	\$	50,000			\$	90,667					\$	78,250		
Hailey	\$	61,250	\$	60,000	Ş	82,667	\$	142,571	\$	224,000			\$	114,757		
Ketchum	\$	97,667	\$	74,320	\$	141,167	\$	178,222	Ş	170,000	\$	220,000	Ş	129,680		
Sun Valley	\$	104,286	\$	70,000	\$	103,714	\$	150,000	\$	184,000			\$	118,900		

Perc	Percent Increase/Decrease in Average Advertised Rent (FY 2022 of FY 2021)												
Jurisdiction	Studio	1BD	2BD	3BD	4BD	NS	All						
All Ads	40.2%	16.0%	-1.4%	-2.8%	9.2%	-20.9%	-0.6%						
Bellevue	4.9%	10.3%		-20.5%			28.9%						
Hailey	-14.5%	23.8%	-11.3%	44.7%	53.9%		11.3%						
Ketchum	77.4%	13.4%	11.8%	3.2%	-33.2%	-26.7%	-0.3%						
Sun Valley	59.5%	15.9%	-1.5%	15.0%	-20.2%		-2.8%						

As of Tuesday, April 18, 2023

Pets Allowed:	44	34.9%
Pets Prohibited:	37	29.4%
No Pet Policy Given:	267	211.9%



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	Year to Date													
					Me	dian Adv	/erti	sed Ren	t					
Jurisdiction Studio 1BD 2BD 3BD 4BD NS All													All	
All Ads	\$	1,775	\$	1,775	\$	2,500	\$	3,500	\$	4,650	\$	5,500	\$	2,700
Bellevue	\$	800	\$	1,250			\$	2,375					\$	1,875
Hailey	\$	1,250	\$	1,500	\$	2,200	\$	3,700	\$	5,600			\$	2,400
Ketchum	\$	2,550	\$	1,965	\$	3,375	\$	3,950	\$	4,250	\$	5,500	\$	3,175
Sun Valley	\$	1,800	\$	1,750	\$	2,500	\$	3,750	\$	4,650			\$	2,500

	Minimum Income Needed for Affordability (Median Advertised Rent)													
Jurisdiction	Studio		o 1BD		1BD 2		3BD		4BD		NS			All
All Ads	\$	71,000	\$	71,000	\$	100,000	\$	140,000	\$	186,000	\$	220,000	\$	108,000
Bellevue	\$	32,000	\$	50,000			\$	95,000					\$	75,000
Hailey	\$	50,000	\$	60,000	Ş	88,000	\$	148,000	\$	224,000			\$	96,000
Ketchum	\$	102,000	\$	78,600	\$	135,000	\$	158,000	Ş	170,000	\$	220,000	\$	127,000
Sun Valley	\$	72,000	\$	70,000	Ş	100,000	\$	150,000	\$	186,000			\$	100,000

Per	Percent Increase/Decrease in Median Advertised Rent (FY 2022 of FY 2021)												
Jurisdiction	Studio	1BD	2BD	3BD	4BD	NS	All						
All Ads	19.1%	11.3%	-2.0%	16.7%	42.0%	-20.3%	8.0%						
Bellevue	4.9%	35.1%		-16.7%			92.3%						
Hailey	-5.7%	20.2%	-12.0%	80.5%	111.3%		5.5%						
Ketchum	89.6%	22.8%	26.2%	21.5%	-15.0%	-26.7%	18.7%						
Sun Valley	20.4%	9.4%	-4.8%	0.0%	-33.6%		-9 .1%						

Green Text = Decrease in Price and Increase in Ads over FY 2021 (Year End)

Red Text = Increase in Price and Decrease in Ads over FY 2021 (Year End)



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