



**BLAINE COUNTY HOUSING AUTHORITY**

Wednesday, March 13, 2024, 12:00 PM  
111 N. First Ave., Suite 2P, Hailey, Idaho 83333

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**AMENDED AGENDA**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Board Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

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

- Join us via Zoom (please mute your device until called upon)  
**Join the Webinar:** <https://zoom.us/j/92594802380>  
Webinar ID: 92594802380
- Address the Board in person at Ketchum City Hall or the Meriwether Building in Hailey dependent upon the meeting location.
- Submit your comments in writing at [info@bcoha.org](mailto:info@bcoha.org) (by 8am the day of the meeting)

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

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**CALL TO ORDER:** By Board Chairman Keith Perry

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

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

1. Public Comments submitted.

**COMMUNICATIONS FROM THE LIAISONS:** Updates from the Liaisons on their jurisdictions

2. Liaison Report for February 2024.

**CONSENT AGENDA:**

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

- [3.](#) Recommendation to approve CPA's report and financials for February 2024 – Christy McPherson
- [4.](#) Recommendation to approve meeting minutes for February 14, 2024 – Trent Donat

**NEW BUSINESS:**

5. Mission Moment – Interim Housing Manager Courtney Noble and Program Administrator Frances Solano
- [6.](#) Recommendation to Approve New Contract for Services and Scope with Interim Housing Manager Courtney Noble – Housing Director Carissa Connelly
- [7.](#) Guidance On New Deed Restriction Template Terms – Housing Director Carissa Connelly and Housing Fellow Rian Rooney
8. Board Term Update – Interim Housing Manager Courtney Noble
9. Silvercreek Update and Discussion – Interim Housing Manager Courtney Noble and Program Administrator Frances Solano
- [10.](#) Landlord Outreach and Policy for Transitional Housing Screening for Criminal History – Housing Director Carissa Connelly
- [11.](#) Staff Report – Housing Director Carissa Connelly

**ADJOURNMENT:**

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Monday, March 11, 2024 8:44 PM  
**To:** BCHA Info  
**Subject:** Public Comment for BCHA commissioners

RE: Contract for Ms Noble

While the compensation of \$120,000 p.a. is significantly higher than the county average wage, hiring her as a contractor permits BCHA to avoid paying her benefits. If this is the intent of hiring her as a contractor, that seems contrary to the values of BCHA and the community it serves. BCHA, as a significant public institution, sets an example for other employers. Is denying its workforce benefits the example it wants to set? What kind of a message does that send to the people it serves?

Thank you,

Perry Boyle  
Ketchum



## **MARCH 13 – LIAISON REPORT**

### *MONTHLY JURISDICTION UPDATES FROM BLAINE COUNTY LIAISONS FOR BLAINE COUNTY HOUSING AUTHORITY BOARD MEETING*

#### **BLAINE COUNTY – Muffy Davis**

- Nothing to report from Blaine County.

#### **BELLEVUE – Jessica Obenauf**

- Nothing to contribute to the update at this time.

#### **HAILEY – Lisa Horowitz and Robyn Pomeroy**

- Report from Hailey Housing committee to be presented to the Council March 11, 2024
- Published the second [Hailey Housing Report](#). Shortages of affordable housing are a long-standing challenge in the United States, including within the Wood River Valley. Increasing the supply of diverse housing opportunities is one way to address shortages and provide more affordable options. Hailey's persistent housing efforts are helping to remove barriers, address housing shortages, and fulfill an unmet need valley wide. Our latest housing inventory found that 16% of Hailey's housing stock consists of community housing units; we rolled out a new Locals Only Deed-Restriction Program; Hailey residents approved the May 2023 ballot measure to earmark 0.5% for Air funds for Housing; and recent Text Amendments include zoning expansion to allow for employee housing and mid-density housing in downtown Hailey; as well as the adoption of new housing types: Cottage Housing Developments, Co-Living Developments, and Employee Housing Opportunities within our industrial zoning districts.

#### **KETCHUM – Tripp Hutchinson**

- Last month, the City of Ketchum took new steps to execute housing preservation initiatives by acquiring an interest in two condominium units in Parkside Village. The City's Ownership and Preservation Program (OPP), which provides funds in exchange for recording a Category Local deed restriction, launched in January, and the first transaction went through in February. The City provided funds to the qualified purchaser that were used as down payment assistance to acquire the unit and a deed restriction was recorded at closing. Separately, the City directly acquired a condominium unit at a below-market price via a charitable sale. The City worked with BCHA's ownership waitlist to identify an qualified buyer, who has agreed to purchase the unit from the City with a deed restriction, allowing the City to recoup most of the funds spent on the purchase. d adopt property management software to track transitional housing payments.
- The first building at Bluebird Village will be available for move-in in May, the second one around August.

## SUN VALLEY – Jane Conard

- Report not provided.



**BLAINE COUNTY HOUSING AUTHORITY**  
**Profit and Loss YTD Comparison**  
October 2023 - February 2024

|                                | Oct 2023 - Feb<br>2024 | Total<br>Oct 2022 - Feb<br>2023 (PY) | Change               |
|--------------------------------|------------------------|--------------------------------------|----------------------|
| <b>Income</b>                  |                        |                                      |                      |
| CH Admin Fee                   |                        | 9,677.70                             | -9,677.70            |
| Donations Income               |                        | 832.50                               | -832.50              |
| Grants and Other Income        | 232,277.69             |                                      | 232,277.69           |
| Interest/Investment Income     |                        | 223.08                               | -223.08              |
| LIFT TOWER LODGE INCOME        |                        | 65,711.32                            | -65,711.32           |
| Rental Income                  | 108,846.00             | 7,875.00                             | 100,971.00           |
| Rental Mgmt Income             |                        | 3,154.32                             | -3,154.32            |
| Uncategorized Income           |                        | 8,395.30                             | -8,395.30            |
| <b>Total Income</b>            | <b>\$ 341,123.69</b>   | <b>\$ 95,869.22</b>                  | <b>\$ 245,254.47</b> |
| <b>Gross Profit</b>            | <b>\$ 341,123.69</b>   | <b>\$ 95,869.22</b>                  | <b>\$ 245,254.47</b> |
| <b>Expenses</b>                |                        |                                      |                      |
| Administrative Services        |                        | 14,477.30                            | -14,477.30           |
| Ads                            |                        | 1,602.01                             | -1,602.01            |
| ARPA ADMIN EXPENSES            |                        | 1,487.50                             | -1,487.50            |
| Audit & Bookkeeping            |                        | 1,350.00                             | -1,350.00            |
| Bank Charge                    | 35.95                  |                                      | 35.95                |
| Computer & Comm. Expenses      | 12,878.33              | 1,516.68                             | 11,361.65            |
| Contract Labor                 | 114,806.53             | 44,636.25                            | 70,170.28            |
| HOA Dues                       | 6,196.91               | 5,683.12                             | 513.79               |
| Legal Fees                     | 7,639.83               | 7,795.64                             | -155.81              |
| Liability Insurance            | 18,356.00              | 2,521.00                             | 15,835.00            |
| LIFT TOWER LODGE ARPA          |                        | 3,972.50                             | -3,972.50            |
| LIFT TOWER LODGE Op Ex         |                        | 10,901.99                            | -10,901.99           |
| Meals & Entertn                |                        | 36.92                                | -36.92               |
| Mileage Reimbursement          |                        | 99.45                                | -99.45               |
| Office expenses                | 85.40                  | 2,879.38                             | -2,793.98            |
| Payroll Expenses               |                        | 5,212.75                             | -5,212.75            |
| Direct Deposit Fees            |                        | 4.00                                 | -4.00                |
| Medical Insurance              |                        | 1,231.24                             | -1,231.24            |
| Payroll Taxes                  |                        | 988.93                               | -988.93              |
| Wages - Administrative         |                        | 6,375.00                             | -6,375.00            |
| Workers Comp Insurance         |                        | 1,876.00                             | -1,876.00            |
| <b>Total Payroll Expenses</b>  | <b>\$ 0.00</b>         | <b>\$ 15,687.92</b>                  | <b>-\$ 15,687.92</b> |
| Postage and Delivery           | 97.30                  |                                      | 97.30                |
| Professional Services and Fees | 5,272.30               |                                      | 5,272.30             |
| Rent - BCHA Office             | 4,455.15               | 6,000.00                             | -1,544.85            |

|   |                      |                      |                      |            |
|---|----------------------|----------------------|----------------------|------------|
| Rent paid for facilities                    |                      |                      |                      | 0.00       |
| Hi Country Motel - Rent paid for facilities | 111,150.00           |                      |                      | 111,150.00 |
| Silvrecreek - Rent paid for facilities      | 52,560.48            |                      |                      | 52,560.48  |
| <b>Total Rent paid for facilities</b>       | <b>\$ 163,710.48</b> | <b>\$ 0.00</b>       | <b>\$ 163,710.48</b> |            |
| Repairs - Office and CH                     | 55.00                | 906.00               |                      | -851.00    |
| Silvercreek - Operations                    |                      |                      |                      | 0.00       |
| Silvercreek - Cleaning Services             | 487.50               |                      |                      | 487.50     |
| Silvercreek - Repair & Maintenance          | 4,338.01             |                      |                      | 4,338.01   |
| Silvercreek - Snow Removal                  | 1,740.00             |                      |                      | 1,740.00   |
| Silvercreek - Supplies & Materials          | 298.10               |                      |                      | 298.10     |
| Silvercreek - Utilities                     | 3,401.94             |                      |                      | 3,401.94   |
| <b>Total Silvercreek - Operations</b>       | <b>\$ 10,265.55</b>  | <b>\$ 0.00</b>       | <b>\$ 10,265.55</b>  |            |
| Staff/Board Development                     |                      | 135.00               |                      | -135.00    |
| Supplies                                    | 768.30               |                      |                      | 768.30     |
| Telephone & Internet                        |                      | 355.72               |                      | -355.72    |
| Uncategorized Expense                       | 679.00               | 1,564.12             |                      | -885.12    |
| Utilities                                   |                      | 1,778.57             |                      | -1,778.57  |
| Office Utilities                            |                      | 199.21               |                      | -199.21    |
| <b>Total Utilities</b>                      | <b>\$ 0.00</b>       | <b>\$ 1,977.78</b>   | <b>-\$ 1,977.78</b>  |            |
| <b>Total Expenses</b>                       | <b>\$ 345,302.03</b> | <b>\$ 125,586.28</b> | <b>\$ 219,715.75</b> |            |
| <b>Net Operating Income</b>                 | <b>-\$ 4,178.34</b>  | <b>-\$ 29,717.06</b> | <b>\$ 25,538.72</b>  |            |
| Other Expenses                              |                      |                      |                      |            |
| Capital Outlay - Computer&Furni             |                      | 745.99               |                      | -745.99    |
| <b>Total Other Expenses</b>                 | <b>\$ 0.00</b>       | <b>\$ 745.99</b>     | <b>-\$ 745.99</b>    |            |
| <b>Net Other Income</b>                     | <b>\$ 0.00</b>       | <b>-\$ 745.99</b>    | <b>\$ 745.99</b>     |            |
| <b>Net Income</b>                           | <b>-\$ 4,178.34</b>  | <b>-\$ 30,463.05</b> | <b>\$ 26,284.71</b>  |            |

Tuesday, Mar 12, 2024 10:36:52 AM GMT-7 - Accrual Basis

**BLAINE COUNTY HOUSING AUTHORITY**  
**Profit and Loss by Property**  
October 2023 - February 2024

|   | Elkhorn Village    | HCM                  | Silver Creek Living  | Property TOTALS      | General              | Entity Totals        |
|---|--------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Income</b>                               |                    |                      |                      |                      |                      |                      |
| Grant Income                                |                    |                      |                      |                      | 232,277.69           | 232,277.69           |
| Rental Income                               | 6,550.00           | 54,629.00            | 47,667.00            | 108,846.00           | 0.00                 | 108,846.00           |
| <b>Total Income</b>                         | <b>\$ 6,550.00</b> | <b>\$ 54,629.00</b>  | <b>\$ 47,667.00</b>  | <b>\$ 108,846.00</b> | <b>\$ 232,277.69</b> | <b>\$ 341,123.69</b> |
| <b>Gross Profit</b>                         | <b>\$ 6,550.00</b> | <b>\$ 54,629.00</b>  | <b>\$ 47,667.00</b>  | <b>\$ 108,846.00</b> | <b>\$ 232,277.69</b> | <b>\$ 341,123.69</b> |
| <b>Expenses</b>                             |                    |                      |                      |                      |                      |                      |
| Professional Services and Fees              |                    | 68.95                | 157.50               | 226.45               | 5,045.85             | 5,272.30             |
| HOA Dues                                    | 6,196.91           |                      |                      | 6,196.91             |                      | 6,196.91             |
| ALL Other G & A Expenses                    |                    |                      |                      |                      | 159,856.79           | 159,856.79           |
| Rent paid for facilities                    |                    |                      |                      |                      |                      |                      |
| Hi Country Motel - Rent paid for facilities |                    | 111,150.00           |                      | 111,150.00           |                      | 111,150.00           |
| Silvercreek - Rent paid for facilities      |                    |                      | 52,560.48            | 52,560.48            |                      | 52,560.48            |
| <b>Total Rent paid for facilities</b>       | <b>\$ 0.00</b>     | <b>\$ 111,150.00</b> | <b>\$ 52,560.48</b>  | <b>\$ 163,710.48</b> | <b>\$ 0.00</b>       | <b>\$ 163,710.48</b> |
| Silvercreek - Operations                    |                    |                      |                      |                      |                      |                      |
| Silvercreek - Cleaning Services             |                    |                      | 487.50               | 487.50               |                      | 487.50               |
| Silvercreek - Repair & Maintenance          |                    |                      | 4,338.01             | 4,338.01             |                      | 4,338.01             |
| Silvercreek - Snow Removal                  |                    |                      | 1,740.00             |                      |                      |                      |
| Silvercreek - Supplies & Materials          |                    |                      | 298.10               | 298.10               |                      | 298.10               |
| Silvercreek - Utilities                     |                    |                      | 3,401.94             | 3,401.94             |                      | 3,401.94             |
| <b>Total Silvercreek - Operations</b>       | <b>\$ 0.00</b>     | <b>\$ 0.00</b>       | <b>\$ 10,265.55</b>  | <b>\$ 10,265.55</b>  | <b>\$ 0.00</b>       | <b>\$ 10,265.55</b>  |
| <b>Total Expenses</b>                       | <b>\$ 6,196.91</b> | <b>\$ 111,218.95</b> | <b>\$ 62,983.53</b>  | <b>\$ 180,399.39</b> | <b>\$ 164,902.64</b> | <b>\$ 345,302.03</b> |
| <b>Net Operating Income</b>                 | <b>\$ 353.09</b>   | <b>-\$ 56,589.95</b> | <b>-\$ 15,316.53</b> | <b>-\$ 71,553.39</b> | <b>\$ 67,375.05</b>  | <b>-\$ 4,178.34</b>  |
| <b>Net Income</b>                           | <b>\$ 353.09</b>   | <b>-\$ 56,589.95</b> | <b>-\$ 15,316.53</b> | <b>-\$ 71,553.39</b> | <b>\$ 67,375.05</b>  | <b>-\$ 4,178.34</b>  |

Friday, Mar 08, 2024 02:18:18 PM GMT-8 - Accrual Basis



**BLAINE COUNTY HOUSING AUTHORITY**  
**Balance Sheet Comparison**  
As of February 29, 2024

|                                 | As of Feb 29,<br>2024 | Total<br>As of Feb 28,<br>2023 (PY) | Change             |
|---------------------------------|-----------------------|-------------------------------------|--------------------|
| <b>ASSETS</b>                   |                       |                                     |                    |
| Current Assets                  |                       |                                     |                    |
| Bank Accounts                   |                       |                                     |                    |
| Cash in Bank                    | 0.00                  | -1,645.43                           | 1,645.43           |
| BCHA - Operating Reserve 2478   | 0.00                  | 342.33                              | -342.33            |
| Checking US BANK                | 764.77                | 25,003.10                           | -24,238.33         |
| DL Evans Checking               | 49,393.07             |                                     | 49,393.07          |
| Total Cash in Bank              | \$ 50,157.84          | \$ 23,700.00                        | \$ 26,457.84       |
| Restricted Cash                 | 0.00                  | 0.00                                | 0.00               |
| Capital Repl Reserve US Bank    | 0.00                  | 5,850.00                            | -5,850.00          |
| Restricted Cash-LGIP 3138       | 0.00                  | -14,962.38                          | 14,962.38          |
| Restricted Cash - Capital       | 0.00                  | 33,000.00                           | -33,000.00         |
| Restricted-Comm Hsg Pres Fund   | 0.00                  | 425.16                              | -425.16            |
| Restricted-Contingency Fund     | 0.00                  | 25.00                               | -25.00             |
| Total Restricted Cash-LGIP 3138 | \$ 0.00               | \$ 18,487.78                        | -\$ 18,487.78      |
| Total Restricted Cash           | \$ 0.00               | \$ 24,337.78                        | -\$ 24,337.78      |
| Total Bank Accounts             | \$ 50,157.84          | \$ 48,037.78                        | \$ 2,120.06        |
| Total Current Assets            | \$ 50,157.84          | \$ 48,037.78                        | \$ 2,120.06        |
| Other Assets                    |                       |                                     |                    |
| Investment in Property/Housing  | 314,540.26            | 314,540.26                          | 0.00               |
| Total Other Assets              | \$ 314,540.26         | \$ 314,540.26                       | \$ 0.00            |
| <b>TOTAL ASSETS</b>             | <b>\$ 364,698.10</b>  | <b>\$ 362,578.04</b>                | <b>\$ 2,120.06</b> |
| <b>LIABILITIES AND EQUITY</b>   |                       |                                     |                    |
| Liabilities                     |                       |                                     |                    |
| Current Liabilities             |                       |                                     |                    |
| Accounts Payable                |                       |                                     |                    |
| Accounts Payable                | 33,776.13             | 14,254.20                           | 19,521.93          |
| Total Accounts Payable          | \$ 33,776.13          | \$ 14,254.20                        | \$ 19,521.93       |
| Other Current Liabilities       |                       |                                     |                    |
| Accrued Compensated Absences    | 0.00                  | 63.05                               | -63.05             |
| Accrued Payroll Liabilities     | 0.00                  | 269.37                              | -269.37            |
| Security Deposit                | 1,150.00              | 1,150.00                            | 0.00               |
| Total Other Current Liabilities | \$ 1,150.00           | \$ 1,482.42                         | -\$ 332.42         |
| Total Current Liabilities       | \$ 34,926.13          | \$ 15,736.62                        | \$ 19,189.51       |
| Total Liabilities               | \$ 34,926.13          | \$ 15,736.62                        | \$ 19,189.51       |
| Equity                          |                       |                                     |                    |
| Opening Bal Equity              | 0.00                  | 155.82                              | -155.82            |

|                                     |                      |                      |                      |
|-------------------------------------|----------------------|----------------------|----------------------|
| <b>Retained Earnings</b>            | 333,950.31           | 330,468.26           | 3,482.05             |
| <b>Unreserved Fund Balance</b>      | 0.00                 | 46,680.39            | -46,680.39           |
| <b>Net Income</b>                   | -4,178.34            | -30,463.05           | 26,284.71            |
| <b>Total Equity</b>                 | <b>\$ 329,771.97</b> | <b>\$ 346,841.42</b> | <b>-\$ 17,069.45</b> |
| <b>TOTAL LIABILITIES AND EQUITY</b> | <b>\$ 364,698.10</b> | <b>\$ 362,578.04</b> | <b>\$ 2,120.06</b>   |

Tuesday, Mar 12, 2024 10:37:12 AM GMT-7 - Accrual Basis



**BLAINE COUNTY HOUSING AUTHORITY**

Wednesday, February 14, 2024, 12:00 PM

191 5th St. West, Ketchum, Idaho 83340

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**MEETING MINUTES**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Board Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

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

- Join us via Zoom (please mute your device until called upon)  
**Join the Webinar:** <https://zoom.us/j/92594802380>  
Webinar ID: 92594802380
- Address the Board in person at Ketchum City Hall or the Meriwether Building in Hailey dependent upon the meeting location.
- Submit your comments in writing at [info@bcoha.org](mailto:info@bcoha.org) (by 8am the day of the meeting)

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

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**CALL TO ORDER:** By Board Chairman Keith Perry (**technical issues, not present in video**)

**ROLL CALL:** Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items. (**technical issues, not present in video**)

Keith Perry – Chair

Sarah Seppa – Vice Chair

Jennifer Rangle – Commissioner

Ana Torres – Commissioner

Nate Hart (online) – Commissioner

Mason Frederickson (not present) – Treasurer

**COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD:** Communications from the Board of Commissioners (**technical issues, not present in video**)

1. Public Comments submitted.

**COMMUNICATIONS FROM THE LIAISONS:** Updates from the Liaisons on their jurisdictions (**technical issues, not present in video**)

**NEW BUSINESS:**

2. Mission Moment – Interim Housing Manager Courtney Noble and Program Administrator Frances Solano (**technical issues, not present in video**)
3. Action Plan Workshop– Housing Director Carissa Connelly (**00:00:22 in video**)

**Recommendation to approve Action Plan Workshop with minor adjustments as suggested in this meeting as deemed appropriate by staff (01:52:45 in video)**

**Mover:** Keith

**Second:** Jennifer

**Ayes: UNANIMOUS**

4. Scheduling for Legal Review of Board Responsibilities – Housing Director Carissa Connelly (**01:53:23 in video**)

**CONSENT AGENDA:**

*ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately. (01:56:40 in video)*

5. Recommendation to approve CPA's report and financials for January 2024 – Christy McPherson
6. Recommendation to approve meeting minutes for January 10, 2024 – Trent Donat
7. Financial Threshold for Board Review – Interim Housing Manager Courtney Noble
8. Recommendation to Approve Contract for Services Freddy Monjaras – Interim Housing Manager Courtney Noble

**Recommendation to approve items on the Consent Agenda (01:57:43 in video)**

**Mover:** Sarah

**Second:** Jennifer

**Ayes: UNANIMOUS**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

**Motion to ADJOURN (01:58:08 in video)**

**Mover:** Jenni

**Second:** Sarah

**Ayes: UNANIMOUS**

**Respectfully submitted by:**

**Approved by:**

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Trent Donat  
City of Ketchum

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Keith Perry  
BCHA Chair



## BLAINE COUNTY HOUSING AUTHORITY

### BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the contract for services with Courtney Noble"

Reasons for Recommendation:

- Courtney's expertise and experience in homelessness, transitional housing, coordination, and BCHA's application review make her ideally suited for continuing to assist BCHA.
- Housing Director does not have the capacity to manage leasing and selling units from BCHA's portfolio and Bluebird's initial screening while also managing staff, overseeing the implementation of BCHA's Strategic Plan, and Ketchum's Housing Action Plan.

Policy Analysis and Background:

#### **GOAL 3: EXPAND, COORDINATE + IMPROVE SERVICES TO CREATE HOUSING STABILITY**

#### **GOAL 5: STEWARD/PRESERVE + EXPAND PORTFOLIO OF DEED RESTRICTED HOMES (CURRENT BCHA ROLE) OBJECTIVE 2. CONTINUE TO STEWARD INVENTORY OF EXISTING DEED-RESTRICTED HOMES IN BCHA INVENTORY, INCLUDING ON-GOING COMPLIANCE.**

**Background and ask:** In January, the BCHA Board approved a contract for services with Courtney Noble to serve as Interim Housing Manager until that role is filled and take on more of those duties. Since then, Courtney assisted the Program Administrator in transitioning Silvercreek Living to BCHA management. She continues to be willing and able to oversee BCHA's application review process and placement in BCHA's rental and ownership units.

Staff are now seeking additional temporary assistance for Common Intake Form and Application reviews, and referrals to Bluebird Village which is now leasing up for Summer 2024. Courtney would manage this process.

Given the current staffing and the community's needs, staff recommend approving the attached contract for services.

**About Courtney:** Courtney Noble has 15 years of experience in coordinating similar efforts and in housing systems. In many communities, United Way takes on these coordination initiatives. Courtney worked for

United Way in King County, Washington overseeing a countywide housing stability initiative. She continues to consult on housing systems nationwide.

Courtney lives in the Wood River Valley and has already established relationships with primary partners through her work on the Shelter Plan. Courtney will project manage setting up the infrastructure, with the Housing Coordinator as support and guidance from the City's Housing Director.

Financial Impact:

|  |                |
|--|----------------|
| None OR Adequate funds exist in account: | Adequate funds |
|--|----------------|

Attachments:

|                              |
|------------------------------|
| 1. Resolution No. 2024-08    |
| 2. New Contract for Services |
| 3. Scope of Work             |
| 4. Courtney Noble's resume   |

RESOLUTION 2024-09  
BEFORE THE BOARD OF COMMISSIONERS  
OF THE BLAINE COUNTY HOUSING AUTHORITY  
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS  
AUTHORIZING THE CONTRACT FOR SERVICES WITH COURTNEY NOBLE.

WHEREAS, BCHA's primary role is to steward its existing portfolio, add new inventory, and now implement the Transitional Housing Plan; and

WHEREAS, the Housing Manager position remains vacant, pending future revisions and salary adjustments; and

WHEREAS, the Executive Director is prepared to hire additional temporary work to assist in application reviews under the direction of Courtney Noble; and

WHEREAS, Courtney Noble has ample experience and skills as the Interim Housing Manager and previous work experience in housing; and

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

Section 1. The Blaine County Housing Authority Board of Commissioners approves execution of the Agreement for Consulting Services with Courtney Noble.

Section 2. The Blaine County Housing Authority Board of Commissioners authorizes the BCHA administrative staff to manage such contract.

*[This space left intentionally blank]*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Vice Chair



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

This Independent Contractor Agreement ("Agreement") is made and entered effective to the 1st day of April, 2024, by and between the Blaine County Housing Authority ("BCHA"), and Courtney Noble ("Contractor").

**FINDINGS**

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

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

- 1. **Description of Services.** Please refer to the scope of services as proposed in the proposal submitted with this contract.
- 2. **Payment for Services.** *In exchange for Services, the BCHA shall pay Contractor a not to exceed amount of \$10,000, to be invoiced monthly.* Invoices for payment will be submitted monthly and payment made by BCHA upon BCHA review and approval within approximately thirty days. Contractor and BCHA staff will meet bi-weekly, when the Contractor will report to the BCHA as to the Service activities.
- 3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
- 4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the BCHA. The BCHA will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the BCHA. This Agreement shall not be construed to create or establish any employee-employee relationship between the BCHA and Contractor or make Contractor eligible for any BCHA employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
- 5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
- 6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify BCHA from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
- 7. **Licensing.** Contractor represents that Contractors possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary

registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

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

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

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

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

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

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for BCHA regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
11. **Non-Assignment.** Contractor hereby acknowledges that BCHA has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of BCHA.
12. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and

attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal. Prior to any litigation, the parties agree to first attend mediation as a means of resolving any disputes.

16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**BLAINE COUNTY HOUSING AUTHORITY**

**COURTNEY NOBLE, CONTRACTOR**

\_\_\_\_\_  
Keith Perry, Board Chair

\_\_\_\_\_  
Courtney Noble

ATTEST:

\_\_\_\_\_  
[Name]  
Blaine County Housing Authority Clerk

**Proposed Statement of Work**  
**Noble/ BCHA**

**Project Purpose:** Support BCHA 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.

**Proposed Scope:** BCHA is seeking a professional independent contractor to assist with the following priorities:

- 1. Provide policy guidance to staff on transitional housing activities and other areas of Courtney's expertise.**
- 2. Support application, waitlist, sale and lease-up functions for affordable units.** This includes delegating application review of Common Intake Forms and referring households to Bluebird Village for lease-up this summer.
- 3. Explore and pursue funding opportunities to support housing stability in Blaine County.** This may include:
  - HUD funding (including the Emergency Services Grant and HOME-ARP) distributed through Idaho Housing and Finance Association
  - HUD funding including Rapid Rehousing funds distributed through our Continuum of Care and the Idaho Housing and Finance Association
  - FEMA funding
  - Private funding
- 4. Manage reporting on existing federal and state funds.**
- 5. Provide ongoing support to identify emergency housing and implement community Emergency and Transitional Housing Plan.** This may include establishing community eligibility for the funding streams noted above, convening an emergency housing planning team, participating in the Region 4 Continuum of Care (COC) projects, etc.
- 6. Other duties as requested and mutually agreed upon.**

**Approach:** The consultant will work closely with city and BCHA staff and other partner agencies.

**Project Budget:** The consultant's typical hourly rate is \$140/hour and will not exceed \$10,000 monthly, this equates to a maximum of 20 hours per week.



## BLAINE COUNTY HOUSING AUTHORITY

### BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

#### Recommended Action:

None. Staff request feedback and direction on key topics related to amendments to the deed restrictions. Staff will bring the deed covenants for approval at a future meeting.

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

##### GOAL OBJECTIVE ACTION

For the past year and a half, staff has been engaged in updating the deed restrictions and receiving feedback on templates that will be recorded on ownership and rental units in the BCHA portfolio. Deed restrictions are covenants that encumber a property and establish specific terms and allowed uses. They “run with the land” and bind current and future owners of the property to abide by the terms. Deed restrictions may also establish an administrative entity responsible for administering and enforcing the terms, as well as specific enforcement powers.

Since the creation of Ketchum’s Housing Department two years ago and identification of subsequent compliance challenges with owners and property managers of deed restricted units, staff determined that the BCHA deed restriction in use in the portfolio was lacking in adequate enforcement powers and would benefit from review and update.

It is not uncommon for housing organizations to amend deed restriction templates from time to time. Each time a property transacts, a new restriction is required to be recorded, superseding all previous deed restrictions between the parties. Recording a new deed restriction at this time resets the clock on the “term” of the restriction, ensuring long-term preservation of the unit, and offers an opportunity to apply new lessons learned and policy updates.

##### Grounded Solutions Deed Restriction and Subordinate Mortgage Templates

Staff turned to [Grounded Solutions Network](#), a national nonprofit membership organization focused on affordable housing solutions. In 2021, Grounded Solutions Network established [a model deed covenant \(restriction\) template](#) with explanatory commentary specifically designed for shared equity homeownership programs and for use by member organizations. The deed restriction template was developed in

partnership with Fannie Mae and Freddie Mac (Government Sponsored Enterprises or GSEs) to increase mortgage financing opportunities for participating homebuyers.

In addition to the deed restriction template, Grounded Solutions Network recommends the use of a “Subordinate Program Mortgage” to be recorded in conjunction with the deed restriction. The Subordinate Program Mortgage is a subordinate mortgage securing the obligations of the homeowner under the deed restriction in favor of the BCHA. Grounded Solutions Network recommends this approach as a backup to the deed restriction, as a mortgage is more recognizable to title companies and lenders and may be more easily enforced than the deed restriction. The Subordinate Program Mortgage was also vetted with the GSEs and takes position on title subordinate to any allowed mortgages and liens.

Staff have adapted the Grounded Solutions Network template to be used for BCHA’s ownership and rental properties, incorporating existing policies and procedures and references to the Community Housing Guidelines, while maintaining the key language identified through the GSE review process to ensure viable financing.

The following addresses the key changes from the current BCHA deed restriction templates proposed in the updated deed restriction template. Versions of the proposed, new templates will be provided to the Board for review at a subsequent meeting. For now, the goal of this meeting is to familiarize the Board with the key concepts and receive any feedback or questions on the proposed changes.

**Deed Restriction Term:** Through discussions with Grounded Solutions Network and the City of Ketchum’s legal counsel, as well as research on nationwide best practices, Staff learned that property restrictions in perpetuity face risk of legal challenges, particularly in some states including Idaho. To that end, legal counsel recommended a 70-year term for deed restrictions on properties in Idaho. Some historic restrictions in BCHA’s portfolio do not explicitly state a term or the term is longer than recommended.

Best practice is to record a new restriction at time of resale or other transfer of ownership, effectively restarting the clock. Staff plan to apply this new 70-year term to all newly recorded restrictions.

**Responsible Parties:** Depending on the mechanism or policy for adding the deed restriction to the unit, Staff have added additional responsible parties. For example, if the deed restriction was created through Ketchum’s FAR Exceedance (Density Bonus) Program, the City of Ketchum would be added. This allows for the City of Ketchum to also have enforcement powers on those units resulting from the Density Bonus program or other Planning and Zoning Commission negotiation, in the event BCHA is unable to enforce.

#### **Clarified and Expanded Enforcement Mechanisms**

Staff identified several limitations with the enforcement powers of the current BCHA deed template. The proposed template includes varied responses to non-compliance, ranging from fees to forced sale, to better align with the degree and severity of the non-compliance infraction.

- Fees for Ineligible Renters: This is applied in the event that an owner (either community homeowner or landlord of community rental) rents to someone who is not approved by BCHA. Landlord must give ineligible tenant three months’ notice and provide relocation expenses in the amount of three times the tenant’s monthly rent.
- Fee for unoccupied home: This fee would apply to the Owner listed on the deed restriction for homeowner units and rental units. If BCHA provides eligible tenants and the Owner does not rent

within 30 days of the exiting tenant vacating the unit, then Owner must pay BCHA the amount of Maximum Housing Cost on that unit for the duration of the violation.

- The right to void any sale, lease, conveyance or other transfer of the home
- Exercise a Purchase Option: In addition to forcing the sale of the unit, BCHA has the option to purchase the unit
- Require payment of money damages for the cost of acquiring a comparable dwelling unit for an Eligible Buyer

**Updated to reflect BCHA's most recent Community Housing Guidelines:** Policy change that the Owner cannot own other developed residential real estate, unless updated Community Housing Guidelines say otherwise.

#### **Clarified role of the City / Program Administrator**

This section outlines certain responsibilities of any City whose policies, programs, or negotiations created the unit and BCHA, as the Program Administrator, such as inspections, reviewing capital improvements, and annual compliance. The City of Ketchum would like to be named on deed restrictions so that they also have enforcement power. Other Cities might want the same.

#### **Maximum Appreciation for Ownership Units**

Appreciation under current BCHA deed restrictions is limited to the lesser of 4% annually (not compounded) or the change in Consumer Price Index (CPI), Wage Earners and Clerical Workers, United States City Average published by the Bureau of Labor Statistics. This approach to appreciation is intended to both afford the homeowner appreciation in their home that generally keeps pace with inflation while preventing against the rapid price acceleration of inflationary spikes to keep homes affordable to future buyers within the corresponding income category. This approach should function as long as local incomes keep pace with inflation – i.e. real incomes remain constant or grow.

Staff has found, however, that over the past 23 years Blaine County incomes, as measured by HUD's annual Area Median Income (AMI), have not kept pace with the Consumer Price Index. From 2000 to 2023, AMI grew 34% (compound annual growth rate of 1.3%) while CPI grew 77% (compound annual growth rate of 2.5%). Additionally, between 2000 and 2022, incomes only grew 19% -- a significant increase from 2022 to 2023 is responsible for nearly half of the growth in incomes in the last 23 years.

As a result of this disconnect, homes in the portfolio have been appreciating faster than incomes, essentially becoming more and more expensive for future buyers in real dollars.

Staff are considering proposing to limit the overall maximum appreciation to 3% annually from 4%. This will not entirely solve the problem of slow income growth. However, it will further limit the impacts of high inflation years (like the current era) on maximum home resale prices. Annual average CPI growth only exceeded 4% three times from 2000 to 2023. In the same period, the change in annual average CPI exceeded 3% seven times.

Staff will present examples and further analysis at the Board meeting for consideration.

**Tenant Rights for Rental Units:** Staff developed a lease addendum that landlords would need to add to their leases. These protections include the following:

- Limitations on rent increases in a single year
- Reiteration of maximum rent

- Clarification on 'just cause' for evictions
- In the event of rehabilitation, certain remedies for the tenant so that they aren't displaced or experience property damage during the process

**Next Steps**

Staff will prepare final draft templates of the updated Ownership and Rental templates and provide them for review and approval at a subsequent BCHA Board Meeting.





## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

### Recommended Motion:

"I move to approve BCHA outreach to BCHA landlords on recommended uses of background checks."

"I move to approve BCHA screening out registered sex offenders and individuals not in good standing with probation officers."

### Reasons for Recommendation:

- BCHA doesn't currently receive confirmation from landlords that they are screening BCHA-referred housing applicants in an equitable way that complies with fair housing requirements.
- Local service providers have indicated that individuals with criminal records are finding it impossible to secure housing, even when the conduct occurred far in the past and/or was not related to housing stability.

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

The concept of screening for criminal history arose via community conversations and staff experience in property management at Lift Tower Lodge. Criminal history checks and screening can be applied to (1) general applicants for BCHA's permanent rental housing and/or (2) BCHA's transitional housing.

For background on a federal standard for screening criminal history in permanent housing – so not transitional housing – staff looked to HUD. HUD's policy is that "certified Public Housing Authorities [i.e. PHAs, which BCHA is not] are required to permanently ban admission in two situations: (1) when a household includes a person who is required to register as a sex offender for life, and (2) when a household member has ever been convicted of manufacturing methamphetamine on federally assisted property. PHAs... are also required to prohibit admitting a household for three years if a household member has been evicted from federally assisted housing for drug-related criminal activity. However, the PHA... has discretion if the member successfully completed rehabilitation or the circumstances leading to the eviction no longer exist (e.g. the incarceration or death of the person who committed the drug-related criminal activity). Additionally, households must be denied admission if a member is currently engaged in illegal drug use or alcohol abuse. Moreover, PHAs must prohibit admitting households where the PHA has reason to believe

that a household member's past history or current abuse of illegal drugs or alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents."<sup>1</sup>

Many property managers of income-restricted housing have a Tenant Screening Policy that outlines specific lookback periods for specific crimes. So, for example, for a manslaughter conviction the lookback period could be 10 years, meaning that if the crime was committed 9 years ago the applicant wouldn't qualify but 11 years ago they would. Staff are not recommending applying this type of structure at this time for either the permanent rental housing nor the transitional housing and are instead recommending reliance on the justice system to do what it was designed to do and monitor applicants convicted of felonies through probation periods, except for registered sex offenders. Use of criminal records also tend to disproportionately impact people of color and – if criminal history-based restrictions fall disproportionately on one race or national origin – would violate fair housing law.<sup>2</sup> Staff also firmly support Housing First as a recognized best practice, whereby people with intersecting vulnerabilities are more likely to recover and reintegrate if they have stable housing. Evidence shows that Housing First results in a substantially lower public cost due to reduced legal, health, and public safety services used if housing is provided.<sup>3</sup>

### **1. BCHA's transitional housing**

BCHA does not currently conduct background checks for residents in its properties under management, which are primarily transitional housing units.

Transitional housing programs are generally low-barrier and do not background check residents. However, most transitional housing programs are either for adults OR families, rather than mixed populations. The common intake application asks about sex offender status - and staff do not currently check accuracy - but no other criminal activity. The board could consider:

- Asking about criminal background generally or specifically about high-risk crimes such as violent crimes, drug production and arson on the full Application. This would require applicant disclosure and would not be verified and would require the creation and application of a tenant screening policy as described above.
- Conducting full or partial background checks and only considering convictions. This would require creating a tenant selection policy as described above.
- Conducting full or partial background checks and only considering convictions that demonstrate risk to the health and safety of residents or the physical building and when the convicted household member is not in good standing with their probation officer. Ensure that BCHA has the right to regularly check in with the probation officer.
- Only cross referencing the sex offender database with residents.

To comply with fair housing laws, the critical requirement will be that BCHA *uniformly* applies any background check policy to every applicant or resident in its buildings. There are currently no empirically

<sup>1</sup> Elayne Weiss, "Housing Access for People with Criminal Records," 2017, National Low Income Housing Coalition. [https://nlihc.org/sites/default/files/AG-2017/2017AG\\_Ch06-S06\\_Housing-Access-Criminal-Records.pdf](https://nlihc.org/sites/default/files/AG-2017/2017AG_Ch06-S06_Housing-Access-Criminal-Records.pdf)

<sup>2</sup> "Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions," April 4, 2016, U.S. Department of Housing and Urban Development. [https://www.hud.gov/sites/documents/HUD\\_OGCGUIDAPPFHASTANDCR.PDF](https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF)

<sup>3</sup> "Housing First: A review of the Evidence," 2023, U.S. Department of Housing and Urban Development. <https://www.huduser.gov/portal/periodicals/em/spring-summer-23/highlight2.html>

validated tools predicting the risk of harm a rental applicant might present to other tenants and property available to housing providers and their property managers. More and more housing providers are assessing criminal histories alongside additional contextual information like the seriousness of the crime, whether arrest led to conviction, history of participating in preventive interventions and other rehabilitative programs, history of participating in behavioral health interventions, length of current employment, ties to social and community supports, civic and social engagement, and other protective factors.

Staff recommend the following actions:

| Additional Reviews   | Deny Applicants if   |
|--|--|
| <u>Staff review for sex offenders:</u> Review the sex offender database for residents and applicants of transitional housing.  | Lifetime sex offenders and those whose registration period is still active.                  |
| <u>Staff review for other crimes:</u> <ol style="list-style-type: none"> <li>1. Conduct background check for convictions – unless local probation officer can disclose;</li> <li>2. Determine if reason for conviction is a potential risk to the health and safety of residents or the building; then,</li> <li>3. Determine if the Applicant is on probation and seek reference from the probation officer.</li> </ol> | Only if the convicted household member is not in good standing with their probation officer. |
| <u>Board review for other crimes:</u> <ul style="list-style-type: none"> <li>• If staff are unsure how to decide, or</li> <li>• The Applicant denied for other crimes seeks to appeal.</li> </ul>  | Based on Board discretion.   |

## 2. General applicants for BCHA's permanent rental housing

When there are open BCHA rental units, BCHA sends landlords a list of applicants who have been vetted by BCHA staff for eligibility criteria in BCHA's Community Housing Guidelines. Landlords can conduct additional screening and choose among the referred applicants. Different landlords do this in different ways, and BCHA currently has no visibility into these processes, and does not place any requirements or expectations on landlord behavior.

To encourage compliance with Fair Housing laws and to reaffirm BCHA's commitment to equity, BCHA staff are recommending that, any time a list of applicants or an applicant is referred to a landlord, it is accompanied by a letter with the suggested language below. We could also ask landlords to certify a similar statement during an annual compliance process and provide their tenant screening policies.

*"We appreciate your partnership with BCHA. As you know, the federal Fair Housing Act and other laws limit what you can do when you are screening potential tenants. Please be sure you are following these requirements, and keep in mind:*

- *Be consistent with any additional screenings you conduct.*

- *We have verified the applicants' income and employment, but have not run credit checks or reference checks.*
- *We have not run background checks or collected criminal background information. If you choose to do so, the U.S. Department of Housing and Urban Development (HUD) provides the following guidance to ensure alignment with Fair Housing law:*
  - *Landlords must not:*
    - *Deny housing based on arrest records.*
    - *Place blanket bans on renting to anyone with a criminal history.*
    - *Conduct background checks inconsistently.*
  - *Landlords must:*
    - *Consider individuals on a case-by-case basis and evaluate the nature and severity of the crime and consider the length of time that has passed since that crime was convicted. This can include the circumstances of any conviction, including the age of the applicant at the time of the crime and applicant's subsequent behavior.*
    - *Make a determination based on facts and evidence, and not a perceived threat.*
  - *A person can be denied based on their criminal record, legally, if their recent criminal record makes them dangerous and a risk to other tenants or neighbors. The denial must be based on reliable evidence and not be hypothetical or speculative. This digital toolkit provides additional resources: <https://www.thehousingcenter.org/resources/criminal-history/>*
- *BCHA has staff and resources available to support applicants who cannot communicate in English. Please just let us know if you need these services."*

Attachments:

1. Resolution 2024-08

**RESOLUTION No. 2024-08**

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

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

WHEREAS, the BCHA administrative staff have developed a criminal history screening policy for BCHA's transitional housing units; and

WHEREAS, the purpose of the criminal history screening policy is to protect staff, tenants, and the property; and

WHEREAS, the BCHA administrative staff prepared and presented to the BCHA Board for its review and approval an overview of such policies and the recommended approach; and

WHEREAS, BCHA administrative staff have sought feedback from Executive Director of Men's Second Chance Living, who is intimately familiar with the barriers convicted persons face when seeking housing and with housing such individuals; and

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

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the request to screen for registered sex offenders and convicted individuals not in good standing with their probation officer, and

Section 2. The Blaine County Housing Authority Board of Commissioners approves and authorizes the request to conduct regular outreach to property owners and managers where BCHA places tenants for educational purposes on criminal history screening, and

Section 2. The Blaine County Housing Authority Board of Commissioners directs the Executive Director to proceed with the implementation of Section 1 and Section 2 in this Resolution.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_

Executive Director

\_\_\_\_\_

Chair





## **MARCH 11 – Staff Update**

*2x MONTHLY UPDATES (SCHEDULED IN ROTATION OF BOARD MEETINGS)*

### **GOAL 1: BUILD ORGANIZATIONAL STRUCTURE + CAPACITY TO SERVE REGIONAL HOUSING OPPORTUNITIES + GAPS**

- Overseeing draws and compliance for HOME-ARP grant. (Courtney)
- Prepared and submitted grant application to the Spur Foundation/Hunger Coalition. (Courtney)
- Identified additional Application Assistant to help with processing Bluebird candidates (lease -up is sooner than expected). (Carissa)

### **GOAL 2: RECOMMEND + ADVOCATE FOR POLICY THAT PROMOTES HOUSING**

- Working with Economic & Planning Systems and WRLT on Employee Generation Nexus Study, determined project timeline and engagement activities. Reviewed assumptions for modelling. (Carissa + Rian)
- Reviewed data related to Ketchum's Comprehensive Plan update. Provided feedback on framing and presentation. (Rian)
- Reviewed and provided feedback on Ketchum Community Survey data related to housing. (Carissa + Rian)

### **GOAL 3: EXPAND, COORDINATE, + IMPROVE SERVICES TO CREATE HOUSING STABILITY**

#### Transitional housing

- Supporting staff re: applicants and Silvercreek transition. (Courtney)
- Research and adopt property management software to track transitional housing payments. (Courtney)

#### Housing Navigation System

- Planning re: Bluebird applicant referral process with Syringa Property Management and GMD Development (the owner/developer). The back building (farthest from Atkinsons) to be available for move-ins late May or early June. Front building (Atkinsons side) will be available closer to August. (Courtney)

### **GOAL 4: INFORM, ENGAGE, COLLABORATE**

#### Implementation Partner Meeting:

- Transitioning quarterly Implementation Partner Meeting to BCHA. This is a private event with a diverse set of community leaders. Invitees vary slightly based on whether their work at the time has a housing component. (Carissa + Thecla)



- Determined Hailey location as the Sage School, aim to alternate between Hailey and Ketchum. Rather than an external guest speaker as the longest time slot, we will be featuring local housing providers. (Carissa + Thecla)

This is the agenda:

- o 4 pm, Welcome, settle in with light fare from Cafe' Della and Wylde Beet + Drinks
- o 4:15 pm, Employee Generation Nexus Study Discussion on Assumptions
- o 4:45 pm, Who is here?
- o 4:55 pm, Local Housing Organizations in Action
  - Blaine County Charitable Fund
  - Wood River Community Housing Trust
  - Blaine County Housing Authority
  - ARCH Community Housing Trust
- o 5:45 to 6:30 pm, continued light fare from Cafe' Della and Wylde Beet + Drinks

## **GOAL 5: STEWARD/PRESERVE + EXPAND PORTFOLIO OF DEED RESTRICTED HOMES**

### Application Review

- Slide room: categorize/ update status on incoming applications. (Liz)
- Applications: 1<sup>st</sup> reviews, sending out full applications links to cat 4 applicants, following up on applications with missing data. (Liz)
- Meeting with applicants to help fill out applications / go over BCHA community guidelines. (Liz + Frances)
- Answer incoming emails with questions regarding applications. (Liz + Frances)
- Managing application review and prioritization. (Courtney)
- Secondary application reviews. (Courtney)
- Managing processes for available units for rent and sale. (Courtney)
- Managing processes for available units for rent at SCLand LTL. (Frances)
- Recruitment of Category 4 applicants. (Courtney)
- Reviewing applicants for Ketchum OPP, working to streamline review process, develop checklist and educate team on process. (Rian)

### Compliance

- Completed review of compliance forms, updated where needed to address the new guidelines. (Ann)
- Working on updating HO capital improvement form. (Ann)
- Started work on a current HO's submitted capital improvement form. (Ann)
- Continue to work with a current landlord/attorney for lease compliance on re-certified community renters. (Ann)
- Sent out annual recertification link for 1 community renter. (Ann)
- Completed an annual recertification for 1 community renter. (Ann)





- Research on one potential out of compliance homeowner. (Ann)
- Working on non-compliance letter for 1 more community homeowner. (Ann)
- Responded to community HO and renter emails. (Ann)

#### Data management

- Exploring Smartsheets for project management. (Thecla + Rian)
- Working with Public House on transitioning Common Intake Form and Application to the Homekeeper/Salesforce interface. (Thecla + Carissa)
- Preparing data migration with HomeKeeper. (Thecla)

#### BCHA policies + forms

- Continue to work on revisions to deed restriction templates, analyze impacts of proposed changes, produced staff report for BCHA Board meeting. (Rian + Carissa)

#### Expanding inventory

- Meeting with interested potential applicants for OPP, educating on program and process. (Rian)



