



Blaine County Housing Authority  
Board Meeting  
Wednesday, June 14, 2023 , 12:00 PM  
Ketchum City Hall, Community Meeting Room, 191 5th St.  
West, Ketchum, Idaho 83340

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## 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://ketchumidaho-org.zoom.us/j/84837354410>  
Webinar ID:848 3735 4410
- Address the Board in person at Ketchum City Hall, Community Meeting Room.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon 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 Directors

1. Public comments submitted

**CONSENT AGENDA:**

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

2. Recommendation to approve minutes for May 10, 2023 - Program Administrator Kylie Anderson

- [3.](#) Recommendation to approve Treasurer's report and financials for May 2023 - Treasurer Shellie Gallagher
- [4.](#) Recommendation to adopt updated 2023 income limits and asset limits - Housing Director Carissa Connelly & Housing Fellow Rian Rooney
- [5.](#) Recommendation to approve the updated Community Housing Administrative Guidelines - Housing Director Carissa Connelly

**NEW BUSINESS:**

6. Review and discussion of Kylie Anderson's resignation and the subsequent job posting - Housing Director Carissa Connelly
- [7.](#) Discuss Blaine County Housing Authority office location change - Housing Director Carissa Connelly
- [8.](#) Discuss Blaine County Housing Authority Board composition and expectations - Housing Director Carissa Connelly
9. Discuss Blaine County Housing Authority Board meeting location rotation - Board Chair Keith Perry

**ADJOURNMENT:**

# Blaine County Housing Authority

## Regular Meeting Minutes

Sawtooth Business Center, Payette Conference Room

101 Empty Saddle Rd, Hailey, ID 83333

Wednesday May 10, 2023, at 12:00 P.M.

<https://ketchumidaho-org.zoom.us/j/84796267726>

Phone Number: (346) 248-7799 | Meeting ID: 847 9626 7726

### Members Present:

Keith Perry, Chair

Nate Hart, Vice Chair

Tara Bell

Mason Frederickson—*via teleconference*

Sarah Michael—BCHA Interim Executive Director

### Absent:

### Others Present:

Carissa Connelly—Housing Director

Kylie Anderson—BCHA

Trent Donat – City Clerk

Courtney Noble – Housing Consultant

Sunny Shaw – Twin Falls Housing Authority

Andrew Guckes – Idaho Mountain Express

Jeanne Bell – Community Homeowner

### 1. CALL TO ORDER AND ROLE CALL

BCHA Board Chair, Keith Perry called the Regular Monthly Meeting to order at 12:00p.m. *(00:00:45 in video)*

Roll call taken by Keith Perry *(00:01:08 in video)*

### 2. COMMUNICATONS AND COMMENTS

#### A. Communication from the Public

Sonya Wilander from Men’s Second Change Living - couldn’t be present for the Board Meeting, but wanted to bring up a concern presented by Keith *(00:01:26 in video)*

#### B. Communications from Government Liaisons or Elected Officials

None

#### B. Communications from the Board of Directors

### 3. CONSENT AGENDA

Recommendation to approve minutes for February 8, 2023

Recommendation to approve minutes for April 11, 2023

Recommendation to approve Treasurer's report, and financials for April 2023  
Presented by: Keith Perry (00:06:48 in video)

**Motion to approve February 2023 minutes, April 2023 minutes, and Treasurer's Report and Financials for April 2023.** (00:07:11 in video)

**MOVER:** Tara Bell

**SECONDER:** Keith Perry

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

**RESULT: ADOPTED UNANIMOUS**

#### **4. NEW BUSINESS**

**A.** Update on Software

Presented by: Kylie Anderson (00:08:29 in video)

**B.** Review of Blaine County Housing Authority Guidelines/Policies (00:09:27 in video)

Introduction by: Keith Perry (00:09:32 in video)

Presented by: Sunny Shaw (00:10:18 in video)

Sarah Michael presented questions and comments regarding changes to the guidelines. (00:25:58 – 00:29:37 in video)

Discussion splitting increase in rent to BCHA vs going to landlord. (00:30:05 – 00:35:55 in video)

Discussing adding asset calculator to rental applications. (00:36:21)

**Motion to adopt HUD asset limits on rental application.** (00:40:12 in video)

**MOVER:** Mason Frederickson

**SECONDER:** Tara Bell

**AYES:** Nate Hart, Mason Frederickson, Keith Perry

**RESULT: ADOPTED UNANIMOUS**

**C.** Review of Blaine County Housing Authority Board engagement (00:42:48 in video)

Presented by: Keith Perry

Board members discussed adding another board member. (00:44:05 in video)

**D.** Review of contract management (00:47:33 in video)

Presented by: Carissa Connelly

**Motion to have Carissa manage BCHA contracts.** (00:51:05 in video)

**MOVER:** Nate Hart

**SECONDER:** Tara Bell

**AYES:** Mason Frederickson, Keith Perry

**RESULT: ADOPTED UNANIMOUS**

- E. Update on housing navigation system *(00:51:40 in video)*  
Presented by: Courtney Noble
- F. Housing Needs Assessment update *(01:05:43 in video)*  
Presented by: Carissa Connelly
- G. Interim Executive Director Report *(01:11:56 in video)*  
Presented by: Sarah Michael
- H. Program Administrator Report *(01:14:37 in video)*  
Presented by: Kylie Anderson
- I. Homeowners' petitions for special review *(01:18:10 in video)*  
Presented by: Sarah Michael

**Motion to waive administrative fees for the sale of community home.** *(01:19:40 in video)*

**MOVER: Mason Frederickson**

**SECONDER: Nate Hart**

**AYES: Tara Bell, Keith Perry**

**RESULT: ADOPTED UNANIMOUS**

Board discussion on 2<sup>nd</sup> homeowner petition *(001:19:57 in video)*

**Motion to waive 10% cap on capital improvements.** *(01:30:11 in video)*

**MOVER: Keith Perry**

**SECONDER: Tara Bell**

**AYES: Nate Hart, Mason Frederickson**

**RESULT: ADOPTED UNANIMOUS**

**5. Adjournment – Keith Perry adjourned the meeting at 1:35 p.m.** *(01:34:09 in video)*

**Respectfully Submitted by**

**Approved by**

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Kylie Anderson  
Blaine County Housing Authority

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Keith Perry  
BCHA Chair

# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet As of June 12, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Cash in Bank	-40,388.15
BCHA - Operating Reserve 2478	342.33
Checking US BANK	32,872.26
Petty Cash	0.00
<b>Total Cash in Bank</b>	<b>-7,173.56</b>
Restricted Cash	0.00
Capital Repl Reserve US Bank	5,850.00
Restricted Cash-LGIP 3138	-14,962.38
Restricted Cash - Capital	33,000.00
Restricted Cash-Earnings	0.00
Restricted-Comm Hsg Pres Fund	425.16
Restricted-Contingency Fund	25.00
<b>Total Restricted Cash-LGIP 3138</b>	<b>18,487.78</b>
<b>Total Restricted Cash</b>	<b>24,337.78</b>
<b>Total Bank Accounts</b>	<b>\$17,164.22</b>
Accounts Receivable	
Fees Receivable	0.00
Restricted Cash Receivable	0.00
<b>Total Accounts Receivable</b>	<b>\$0.00</b>
Other Current Assets	
Employee Advance	0.00
Prepaid Insurance	0.00
Receivable from Other	0.00
Receivable from Restricted Fund	0.00
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$17,164.22</b>
Fixed Assets	
Accumulated Depr Lift Tower	-81,220.22
Land Purchase	0.00
Office fixtures, furniture	0.00
Property Held for Development	0.00
<b>Total Fixed Assets</b>	<b>\$ -81,220.22</b>

# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet As of June 12, 2023

	TOTAL
Other Assets	
Earnest Money	0.00
Investment in Property/Housing	1,355,061.26
Rent - Deposit	0.00
Rent - Last Month	0.00
<b>Total Other Assets</b>	<b>\$1,355,061.26</b>
<b>TOTAL ASSETS</b>	<b>\$1,291,005.26</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	26,597.13
<b>Total Accounts Payable</b>	<b>\$26,597.13</b>
Other Current Liabilities	
Accrued Compensated Absences	63.05
Accrued Int. - City of Ketchum	0.00
Accrued Payroll Liabilities	269.37
Accrued PR Liab SEP 2018 correc	0.00
<b>Total Accrued Payroll Liabilities</b>	<b>269.37</b>
Deferred City Grants	0.00
Deferred County Support of BCHA	0.00
Deferred Housing In-Lieu Fees	0.00
Direct Deposit Liabilities	0.00
Herrera Lease Option	0.00
Loan From Blaine County	0.00
Note Payable-Ketchum	0.00
Restr Funds Payable to Op acct	0.00
Restricted Cash Payable	0.00
Security Deposit	1,150.00
US Bank Loan	0.00
<b>Total Other Current Liabilities</b>	<b>\$1,482.42</b>
<b>Total Current Liabilities</b>	<b>\$28,079.55</b>
<b>Total Liabilities</b>	<b>\$28,079.55</b>
Equity	
Net Assets	0.00
Restricted to Housing Costs	0.00
Unrestricted	0.00
<b>Total Net Assets</b>	<b>0.00</b>
Opening Bal Equity	155.82
Reserved Fund Balance	0.00

# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet As of June 12, 2023

	TOTAL
Retained Earnings	1,289,568.43
Transfer Out	0.00
Unreserved Fund Balance	46,680.39
Net Income	-73,478.93
<b>Total Equity</b>	<b>\$1,262,925.71</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,291,005.26</b>





## BLAINE COUNTY HOUSING AUTHORITY

### BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

#### Recommended Motion:

I move to approve the updated 2023 income limits and asset limits, as proposed by staff.

#### Reasons for Recommendation:

- BCHA should annually adjust income limits to reflect changes in Blaine County's Area Median Income. This ensures that income-category-restricted housing units are available to the members of the community who need housing assistance.
- Asset limits for restricted units have not been annually updated. The proposal establishes a new formula to calculate asset limits annually to ensure that asset maximums grow with incomes.

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

**2023 Income Limits & Housing Costs**

Blaine County Housing Authority updates income limits and maximum housing costs annually. Updates to income limits expand or contract the number of households eligible to access BCHA income-restricted housing. The income limits directly impact the allowed maximum housing costs; higher income limits will result in increased maximum housing costs.

The U.S. Department of Housing and Urban Development (HUD) releases Median Family Income (also known as Area Median Income) and income limits for federal programs annually by county. BCHA derives its income limits from these HUD figures. The Median Family Income that HUD reports is for a 4-person household at 100% Area Median Income. HUD often will adjust income limits for income categories derived from this MFI figure to account for factors like the drastic year-to-year change, area housing costs, and federal poverty guidelines.

The Blaine County FY2023 Median Family Income is \$89,000. This is a 12% increase over the FY2022 MFI, \$79,300. Without any adjustments, this would result in a 12% increase in income limits and maximum housing costs. HUD calculated the FY2023 MFI using an adjusted method due to the lack of reliable American Community Survey 1-year estimates in 2020, which were impacted by the COVID-19 pandemic. The increases in cost of living over the past year also contribute to the higher 2023 MFI calculation. In many counties throughout the country there were significant increases in year-over-year MFI. Traditionally, HUD uses ceiling and floor adjustments to ensure that income limits do not shift drastically from year to year. The ceiling calculation does not allow income limits to increase by the greater of five percent or twice the annual

change in national median family income. In 2023, the HUD-calculated change in national median family income was 5.92%. Consequently, HUD has capped the income limit for a 4-person household at 50% MFI (Category 1) in Blaine County at \$41,950, a 5.5% increase from 2022 due to rounding. HUD derives the 80% MFI (Category 3) limit from the 50% MFI limit. BCHA staff is proposing to follow HUD’s methodology and extend the ceiling to BCHA’s other income categories (2, 4, 5, and 6).

BCHA’s current 2022-2023 income limits and maximum housings costs are attached to this staff report for reference.

<b>Proposed BCHA 2023-2024 Income Limits</b>						
<b>Household Size</b>	<b>Category 1 up to 50% of Median</b>	<b>Category 2 50% to 60% of Median</b>	<b>Category 3 60% to 80% of Median</b>	<b>Category 4 80% to 100% of Median</b>	<b>Category 5 100% to 120% of Median</b>	<b>Category 6 120% to 140% of Median</b>
<b>1</b>	\$29,400	\$35,250	\$47,000	\$58,750	\$70,500	\$82,250
<b>2</b>	\$33,600	\$40,250	\$53,700	\$67,150	\$80,600	\$94,000
<b>3</b>	\$37,800	\$45,300	\$60,400	\$75,550	\$90,650	\$105,750
<b>4</b>	\$41,950	\$50,300	\$67,100	\$83,900	\$100,700	\$117,500
<b>5</b>	\$45,350	\$54,350	\$72,500	\$90,650	\$108,800	\$126,900
<b>6</b>	\$48,700	\$58,350	\$77,850	\$97,350	\$116,850	\$136,300

Maximum monthly household costs are derived directly from Income Limits, at a maximum of 30% of average monthly income – using the limit of the income category below as the ceiling to ensure that every person in the income category is charged an affordable rate.

<b>Proposed BCHA 2023-2024 Maximum Housing Costs</b>						
<b>Unit Size</b>	<b>Category 1 up to 50% of Median</b>	<b>Category 2 50% to 60% of Median</b>	<b>Category 3 60% to 80% of Median</b>	<b>Category 4 80% to 100% of Median</b>	<b>Category 5 100% to 120% of Median</b>	<b>Category 6 120% to 140% of Median</b>
<b>Studio</b>	\$441	\$735	\$881	\$1,175	\$1,469	\$1,763
<b>1</b>	\$473	\$788	\$944	\$1,259	\$1,574	\$1,889
<b>2</b>	\$563	\$893	\$1,069	\$1,426	\$1,784	\$2,141
<b>3</b>	\$686	\$997	\$1,195	\$1,594	\$1,993	\$2,392
<b>4</b>	\$879	\$1,134	\$1,359	\$1,813	\$2,266	\$2,720
<b>% Change in Proposed Maximum Housing Costs from 2022</b>						
<b>Studio</b>	6%	6%	6%	6%	6%	6%
<b>1</b>	6%	6%	6%	6%	6%	6%
<b>2</b>	7%	6%	6%	6%	6%	6%
<b>3</b>	8%	6%	6%	6%	6%	6%
<b>4</b>	8%	6%	6%	6%	6%	6%

The proposed changes will result in an approximately 6% increase in maximum housing costs for BCHA properties. Due to HUD adjustments for extremely low incomes, increases for 2-, 3- and 4-bedroom units in Category 1 could increase 7-8%. However, there are no Category 1 units in the BCHA portfolio, so this additional increase will not impact any existing BCHA tenants or owners.

Staff recommends adopting the proposed income limits, following the HUD ceiling adjustment. This will ensure that housing costs do not increase more than 6%.

**Household Size Adjustments**

While reviewing the income limit calculation methodology for 2023, staff discovered that the household size assumptions used for the calculation of maximum housing costs by unit differ from those traditionally used by tax credit and other housing programs. The assumptions currently in use estimate smaller household sizes for 2-,3-, and 4-bedroom units compared to the tax credit standard. This results in lower maximum monthly rents for these unit sizes.

Unit Size	Household Size Assumption	
	BCHA	Tax Credit Standard
Studio	1	1
1	1.5	1.5
2	2.5	3
3	3.5	4.5
4	5	6

Staff calculated the effect of updating the methodology on maximum housing costs combined with the proposed changes to income limits in the previous section. It resulted in housing cost increases of 12% for 2-bedroom units, 16% for 3-bedroom units, and 14% for 4-bedroom units. Currently there are not any 4-bedroom units in the BCHA portfolio. Staff does not recommend updating the household size assumptions this year due to the large impact on maximum household costs on 2- and 3-bedroom units in a year with a baseline 6% increase due to income limit increases. To account for it now would likely have the effect of destabilizing renters of community housing. Without an income limit adjustment, the effect of the revised methodology can be expected to raise household cost maximums more than 6% if adopted in future years.

% Change from Current Maximum Housing Costs with Proposed 2023-2024 Income Limits & Revised Household Size Assumptions						
Unit Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median
Studio	6%	6%	6%	6%	6%	6%
1	6%	6%	6%	6%	6%	6%
2	18%	12%	12%	12%	12%	12%
3	28%	16%	16%	16%	16%	16%
4	24%	14%	14%	14%	14%	14%

**Asset Limit Update**

BCHA has not updated its maximum asset limits since 2017. This may be because incomes have not grown significantly since 2017. However, as a result, maximum asset limits have remained fixed, while income limits are adjusted each year. This can create an imbalance which may prohibit some households, which qualify by income, from attaining a BCHA deed-restricted home. BCHA staff is supportive of BCHA households building wealth, especially when considering the high cost of living in Blaine County. Additionally, staff is interested in allowing additional assets for persons of retirement age, as they may have greater needs for cash reserves without wage income as they age.

Asset limit calculations vary across programs and jurisdictions. Jackson/Teton County’s Housing Department uses a formula of two times the 4-person household income limit in each income category to determine maximum assets. Park City’s Housing Department allows maximum assets to be four times the income limit, adjusted for the size of the household.

Staff recommends establishing a formula to calculate asset limits so that they do not stagnate as prices and wages increase. Staff proposes to follow Jackson/Teton County’s model for determining asset limits for non-retirement-age persons (2-times the income limit for the Category). For persons of retirement age, staff proposes to double the allowed assets to 4-times the income limit for the Category.

<b>Proposed BCHA Asset Limits 2023</b>						
	<b>Category 1 up to 50% of Median</b>	<b>Category 2 50% to 60% of Median</b>	<b>Category 3 60% to 80% Median</b>	<b>Category 4 80% to 100% of Median</b>	<b>Category 5 100% to 120% of Median</b>	<b>Category 6 100% to 120% of Median</b>
Current BCHA Limit	\$75,000	\$85,000	\$110,000	\$125,000	\$150,000	\$175,000
4-person Household Assets X 2	\$83,900	\$100,600	\$134,200	\$167,800	\$201,400	\$235,000
Percent Change	12%	18%	22%	34%	34%	34%
Persons of retirement age: 4-person Household X 4	\$167,800	\$201,200	\$268,400	\$335,600	\$402,800	\$470,000
Percent Change	124%	137%	144%	168%	169%	169%

**Category L Asset Limits**

In addition to the income-categories, BCHA also has a Category L program (L for Local). The Category L restriction has traditionally not had any asset or income limits but requires that the qualified household includes at least one member who works full-time for a Blaine County business, with certain exceptions. BCHA currently only has one Category L unit in its portfolio. However, the Cities of Ketchum and Hailey are currently developing deed-restriction programs, called the Ownership and Preservation Program in Ketchum, that would provide cash incentives in exchange for recording Category L deed-restrictions.

Staff and the BCHA policy working group recommend establishing an asset limit for the Category L units, to help ensure that these units are made available to working members of the community most in need of housing assistance. The proposed asset limits for Category L are twice the limits established for Category 6. This should provide enough flexibility to include a large segment of the local population that has difficult accessing market-rate housing while preventing abuse of the Category L program by working community members with significant assets.

<b>Proposed Category L Asset Limits</b>	
Current BCHA Asset Limit	\$0
4-person household Category 6 Income Limit x 2	\$470,000
Persons of Retirement Age: 4-person household Category 6 Income Limit x 4	\$940,000

Sustainability Impact:

n/a
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Financial Impact:

None OR Adequate funds exist in account:	n/a
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Attachments:

1. BCHA 2022 - 2023 Income Limits and Maximum Housing Costs
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## BLAINE COUNTY HOUSING AUTHORITY

# 2022 - 2023 BCHA INCOME LIMITS

*Annual Income Limits are determined by the Area Median Income. BCHA Rental and Purchase affordability is determined through these income categories. Compare your household size with your household income to see what Income Category you fall under.*

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median
1	\$27,800	\$33,350	\$44,450	\$55,550	\$66,650	\$77,750
2	\$31,750	\$38,100	\$50,800	\$63,450	\$76,150	\$88,850
3	\$35,700	\$42,850	\$57,100	\$71,400	\$85,650	\$99,950
4	\$39,650	\$47,600	\$63,450	<b>\$79,300</b>	\$95,200	\$111,050
5	\$42,850	\$51,400	\$68,550	\$85,650	\$102,800	\$119,950
6	\$46,000	\$55,200	\$73,600	\$92,000	\$110,400	\$128,800
<b>Allowable Net Worth</b>	\$75,000	\$85,000	\$110,000	\$125,000	\$150,000	\$175,000

# 2022 - 2023 BCHA HOUSING COSTS

*Housing Costs include Rent or Mortgage, and all included essential utilities (Electricity, Gas, Water, Sewer, Trash and any HOA fees/dues).*

Unit Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median
<b>Studio</b>	\$418	\$695	\$834	\$1,111	\$1,389	\$1,666
<b>1</b>	\$447	\$744	\$893	\$1,191	\$1,488	\$1,785
<b>2</b>	\$526	\$843	\$1,012	\$1,349	\$1,686	\$2,023
<b>3</b>	\$635	\$942	\$1,131	\$1,507	\$1,884	\$2,261
<b>4</b>	\$812	\$1,071	\$1,285	\$1,714	\$2,141	\$2,570



**BLAINE COUNTY  
HOUSING AUTHORITY**



## BLAINE COUNTY HOUSING AUTHORITY

### BOARD MEETING AGENDA MEMO

Meeting  
Date:

June 14, 2023

Staff Member:

Carissa Connelly

Agenda Item:

Recommendation to adopt updated Community Housing Administrative Guidelines

Recommended Motion:

"I move to approve the updated Community Housing Administrative Guidelines."

Reasons for Recommendation:

- The policy working group spent many hours debating and deliberating over policy decisions, wording, and impact of changes.
- The policy group made substantial changes and believe the document to be it's best version. Updates can happen throughout the year, as needed, with a minimum update annually.
- The policy group recognize that this document would ideally be adopted before bringing on new staff, so that staff can be onboarded and trained with these new policies.

Policy Analysis and Background:

Sunny Shaw presented the bulk of the changes at the last Board meeting. Since then, the policy group determined that **Section 6 Purchase of Community Housing by Local Employers** has too many outstanding unknowns regarding policy, BCHA's role, logistics, and considerations of federal, state, and local regulations. Given this, this section is temporarily removed while staff explore pooled funds or cooperative opportunities for employers – which was a specific ask from employers at a focus group last month.

The language in **Section 7. Income Categories and Pricing** was adjusted to account for Category L. The group recommends changing Category L to be more descriptive, which would be Category Local. For A. and B. the group removed some duplicative language in the calculation sections and removed the affordability calculator link to the website, since this is a determination that must be by staff with consideration to the deed restriction. In C. the group recommends removing HUD references (both here and throughout the document) since this has been a source of confusion for applicants, current residents, and staff. Rental rates are derived from income



calculations that are informed by HUD but not strictly tied to HUD numbers – since they only calculate for 80% AMI and below.

**Section 8. Procedures for Exceptions and Grievances** was improved by BCHA/the City of Ketchum’s legal counsel. Non-compliance and enforcement procedures are being outlined.

The Board will receive the clean, final draft for review by Monday, June 12<sup>th</sup>.

Financial Impact:

None OR Adequate funds exist in account:	N/A
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Attachments:

- |  |
|--|
| 1. Proposed Community Housing Administrative Guidelines – <i>clean copy to be sent Monday the 12th</i> |
| 2.   |
| 3.   |

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

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**BLAINE COUNTY HOUSING AUTHORITY**

**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

#### **Section 5 Selling Community Housing**

- A. Deed Covenants
- B. Fees
- C. Procedure
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## Section 1. Introduction

### A. Mission Statement

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

### B. Purpose of Guidelines

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

### C. Role of The Blaine County Housing Authority

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

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

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

**D. Authority of the Blaine County Housing Authority**

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

**E. Income Category Chart**

**Household Income Categories by Area Median Income (AMI).**

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.

**F. Definitions**

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

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

15. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.
16. **Gross Rental Rate** - The total cost (including but not limited to utilities, management fees, taxes, dues, snow removal, HOA fees, etc.) charged to a qualified renter of a community home.
17. **Household** - All individuals who are or may intend to occupy the Community Home.
18. **Household Income** – The total Gross Income of all individuals who are or may be occupying the Community Home. Gross income of self-employed households is the gross business income less IRS approved business expenses.
19. **Income Category** – The classification of annual income based upon household size as a percentage of the Area Median Income determined by BCHA.
20. **Joint Tenancy** – ownership of real property by two (2) or more persons, each of whom has an equal undivided interest in the property with the right of survivorship.
21. **Liabilities** - Monetary obligations and debts owed to someone by an individual.
22. **Livable Square Footage** - The interior area of a building measured interior wall to interior wall (i.e., “paint-to-paint”), including all interior partitions, habitable basements, interior storage areas, closets, and laundry area, and excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.
23. **Local** – As it relates to Community Housing, is an individual, employed, retired, or disabled, who resides within Blaine County.
24. **Local Employer** - A business whose business activity is located within Blaine County and whose business employs persons within Blaine County.
25. **Maintenance and Repair** – Work done that keeps your property in a normal efficient operating condition.
26. **Maximum Sale Price** – The allowable sale price of a Community Home as provided to owners by BCHA or subsequent sales, as set forth in the applicable Deed Covenant.
27. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all individuals who may be occupying the Community Home. Retirement accounts may be reviewed on a case-by-case basis to determine whether they must be included in the net worth calculation.
28. **Primary Residence** - The sole and exclusive place of residence.
29. **Retired Person** – A person who
  1. 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 (as such term is defined in Generally Accepted Accounting Principles) in excess of 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.
30. **Retirement Age** – 62 years of age.
31. **Special Applicant Pool** – A waiting list for a development that intends to house a specific population (i.e., Employees)
32. **Special Review for Exceptions** - A review of a petition to waive the provision of these Guidelines due to special circumstances.
33. **Tenant** - A person who is leasing or has leased a Community Home that is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Guidelines.
34. **Workforce Housing** – Units that are deed restricted and owned by specific employers.

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## Section 2. Qualifying to Rent or Purchase Community Housing

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

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

1. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
  - (a) Be a Full-Time Employee working in Blaine County; or
  - (b) Be a Retired Person who was a Full-Time Employee in Blaine County immediately prior to his/her retirement and who currently lives in Blaine County as his/her Primary Residence and is 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.
3. The total Gross Income of all members of the Household must not exceed the maximum Household Income specified, which is calculated using the chart in Section 1. The actual dollar amount changes annually and is listed as Income Limits published by BCHA on its website for the Income Category and Household Size; and
4. The Household Net Worth (the total net worth of all members of the Household) must not exceed the Allowable Net Worth specified for the Income Category.

## B. Applying for Rental or Purchase of a Community Home

### 1. General Application

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

## C. Verifying Application Information

1. BCHA may request additional documentation such as proof of residency, income, assets, and employment. All information and documentation submitted must be held confidential by BCHA and must not be subject to Open Records Requests by the public. Such documentation is used to determine that an Applicant meets the criteria set forth in Section 2.A and/or to verify the information provided in the application under 2(B). All or some of the following may be requested:

- (a) Federal income tax returns for the most recent year.
- (b) A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, the Applicant's income may be averaged based upon current income and the previous year's tax returns to establish an Income Category for the purpose of purchasing a Community Home.
- (c) Verification of employment in Blaine County.
- (d) Copy of valid Driver's License or State Identification Card.
- (e) If the Applicant receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements, and modifications to the decree.
- (f) Any other documentation that BCHA deems necessary to determine eligibility.

2. Upon receipt of the completed General Application and requested verification forms,

the Applicant's name and all information for individuals, households, and/or local employers may be retained in the Applicant Database. On an annual basis, as part of the annual purge process, the applicant must confirm or update the information to remain in the Applicant Database. All information may be re-verified at the time an applicant is selected to rent or purchase a Community Home. If information is not updated upon request, the applicant will be removed from the Applicant Database.

#### D. Process for Matching Applicants to Available Community Housing

In general, the matching process occurs as follows:

1. When a Community Home becomes available, the home size, type, Income Category, and location of that Home are checked against the Applicant Database. All Applicants matching the qualifications for a given Community Home are then grouped into the "Applicant Pool" for that Home.
2. Households are prioritized by date and time of application on the list for the Income Category for which they qualify.
3. 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 purchases a Community Home, the Applicant's application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.
6. When an Applicant rents a Community Home, the Applicant's application is retained and is used as a basis for subsequent recertification and may be used to qualify for future purchase of a Community Home.

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### Section 3. Renting Community Housing

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

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

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

## B. Ongoing Obligations/Requirements for Renting Community Housing

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

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

## C. Annual Re-Certification to Rent Community Housing

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

5. Should the landlord pursue a just cause non-renewal, documentation must be provided to BCHA.

#### D. Exceeding Income Limits at Re-Certification

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

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## Section 4. Purchasing Community Housing

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

### A. Procedures for the Purchase of a Deed Covenant Community Home (including Workforce Market Deed Restricted Homes) subject to an Income Category

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



Estate Broker in the transaction. Any fees charged by the Real Estate Broker must be the responsibility of the Applicant.

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

#### B. Reserving a Newly Constructed Community Home

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

#### C. Special Applicant Pool for a Particular Community Housing Development

- 1) Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Applicant Pool may be established for that development. When a Community Home in such a development becomes available for sale or re-sale, BCHA may first use the Special Applicant Pool for that development to find qualified buyers.
- 2) BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(D) of these Guidelines with special prioritization as may be requested by the developer and approved by BCHA. Special prioritization may include the current employees of an employer, a local employee preference, among other things.
- 3) Special prioritization must not be given based on race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status, except as allowed when participating in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs. This Special Applicant Pool may also be open to people moving into the area, as determined by the development.
- 4) The procedure for qualifying an applicant from a special applicant pool must follow the same procedures as outlined in Section 4(A) with the addition prioritizations, as described in Section 4(C)(1)-(3) (above).
- 5) Should the Special Applicant Pool for Community Housing in a Particular Development be exhausted, without a Community Home being sold, it may be offered to a general Applicant Pool as outlined in Section 4(A).

#### D. Ongoing Obligations/Requirements for Community Home Ownership

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

- 1) The owner must complete and submit to BCHA the annual compliance monitoring form. The owner must provide the list of capital improvements, along with receipts, to BCHA at each annual compliance. If these improvements are not reported by the annual compliance monitoring each year, the owner will not be given credit for the improvement.
- 2) The owner must cooperate with BCHA on regular review of property condition and maintenance issues to ensure compliance with provisions of the Deed Covenant. This may require a tour of the property by BCHA staff and an inspector, should staff desire. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant.
- 3) The owner must not offer any portion of the home as a short-term or vacation rental.
- 4) The owner and household members must not acquire 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

- 1) If an owner of a Community Home desires to rent the Home during an absence, the owner must provide a letter to BCHA detailing the need for the request (illness, education, etc.) and requesting permission to rent the home at least thirty (30) days prior to leaving.
- 2) The leave of absence may be for up to one year.
- 3) The Rental Rate charged must be approved by BCHA and must be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
  - (a) The Community Home must be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the home permit the rental. Any prospective Tenant must be qualified by BCHA *prior* to execution of a lease. A lease must contain the following provisions:
    - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner must give the Tenant a minimum of thirty (30) days' notice prior to the conclusion of any lease.
    - (c) No initial lease term may be for fewer than 90 days and no more than 1 year. The lease

is non-renewable.

- 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.

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## Section 5. Selling Community Housing

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

### A. Deed Covenants

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

### B. Fees

#### 1) Income -restricted Community Homes:

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

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

#### 2) Workforce Market Community Homes:

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

## C. Procedure

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

### 1) Prior to Selling Notifying BCHA of Intent to Sell

- a) A Community Homeowner interested in selling their Community Home must:
  - i. meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. A home inspection will be conducted to determine the good upkeep of the home. The sale price may not include carryover for improvements completed by the previous owner. The Deed Covenant, Home Inspection, and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants; and
  - ii. Execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided 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.

## 2) Selection of Purchaser and Solicitation of Offers

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

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

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

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Section 6. Reserved

## Section 6. Reserved



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### Section 7. Applicant Categories and Pricing

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

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

<b>Applicant Category</b>	<b>Percentage of Area Median Income</b>
1	Less than 50%
2	50% to 60%
3	60% to 80%
4	80% to 100%
5	100% to 120%
6	120% to 140%
Category Local	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.

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

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

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

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

#### C. Maximum Monthly Gross Rental Rates for Community Housing

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

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## Section 8. Procedures for Exceptions and Grievances

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

### A. Request for an Exception

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

further deliberations, but in no event shall the Board delay a decision by more than thirty (30) days absent exigent circumstances.

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

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

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

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

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

## B. Grievance Procedure

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

## C. Grievance Hearing

The Grievance Hearing must be conducted by BCHA as follows:

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

parties involved, to be held as soon as practicable and convenient to the Board and the grievant, but in no event shall such hearing take place more than thirty (30) days after receipt by BCHA staff of the grievance.

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

determination based upon the written documentation and the evidence submitted.

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

#### D. Alternative mechanisms for hearing and resolution

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

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## Section 9. Program Non-Compliance and Enforcement

### A. Renter Non-Compliance and Enforcement

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

### B. Homeowner Non-Compliance and Enforcement

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

### C. Landlord Non-Compliance and Enforcement

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



remaining months, rounded up. In this case, Landing Locals would work to place the tenants into another property.

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



# BLAINE COUNTY HOUSING AUTHORITY

## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

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

BCHA's and Blaine County Charitable Fund's lease at the Marketron/Sawtooth Business Center was completed at the end of May. Both entities have now switched to month to month. Blaine County Charitable Fund (BCCF) has outgrown it's current office space and seeks to move. They also seek to expand into a place that has more areas for private discussions.

The nature of BCCFs work is very similar to BCHA's, where they have in-depth conversations about peoples finances and personal circumstances. Our missions are also closely aligned – with BCCF providing emergency assistance and BCHA providing housing resources. They are a key partner and staff and BCCF work closely on a number of fronts, including the housing navigation system and shelter efforts.

Staff recommend moving to a new location with BCCF. This will allow this close partnership to continue and deepen, while also providing more of a team setting for the BCCF Hailey office. Staff and BCCF looked at eight options and found the Merriweather building (where Hailey Java is) to be the most accessible with natural light and the greatest layout for such shared space. Staff would share the office with BCCF. Rent would remain the same or be reduced from the current rate.

Staff request input from the BCHA board on this location change, recognizing that the lease and payment would be handled by the City of Ketchum.

### Sustainability Impact:

### Financial Impact:

None OR Adequate funds exist in account:

### Attachments:

- |                              |
|------------------------------|
| 1. Location comparison chart |
| 2.                           |
| 3.                           |

## Location Comparison Chart

Spaces	Pros	Cons	Dimensions/Costs
Sawtooth Business Center – Sublease area	Potential of master leasing nearby space Not paying for conference room/kitchenette Established location Welcoming building for new comers Good location	Limited to 500 (ish sq feet) Need to reconfigure after year 2 and might still not fulfill needs High per sq. ft cost.	475 sq. feet 4.25/sq foot \$2000 + \$600? For an additional 100 square feet Utilities included
Sawtooth Business Center – Current + more	Clients don't have to adjust BCHA can continue to meet their needs Smaller spaces revolving door can down/upscale as needed Good location	Higher costs awkward layout to add additional space	433 sq feet \$4.15/sq foot \$1872 + \$624 if added another smaller space Utilities included
<b>Merriweather 2J</b>	<b>Prime location (above Hailey Java) and very approachable. Lots of light and welcoming inside. BCT office could be used for spill over larger meetings. ADA accessible</b>	<b>Need to work on rate with a long lease as landlord is known to keep raising rents. (Did say to 'make an offer' as it's been empty for quite some time)</b>	<b>850 sq feet \$3.11/sq foot \$2106 + build out costs that could be negotiable</b>
Merriweather 2K	Prime location (above Hailey Java) and very approachable. BCT office could be used for spill over larger meetings ADA accessible	Need to work on rate with a long lease as landlord is known to keep raising rents. (Did say to 'make an offer' as it's been empty for quite some time)	825 sq feet \$2.24/sq foot \$1848 + build out costs that could potentially be negotiated.
Merriweather 2M	Prime location (above Hailey Java) and very approachable. BCT office could be used for spill over larger meetings ADA accessible	Need to work on rate with a long lease as landlord is known to keep raising rents. (Did say to 'make an offer' as it's been empty for quite some time)	1043 sq feet \$2.24/sq foot \$1752 + build out costs that could potentially be negotiated.
Aviation Drive	Great outside entry so very approachable. On bus line and across the street from St. Luke's Center for Community Health. Could probably access their meeting room when needed.	Has some one negotiation for it. Not certain owner will pitch in for build out Current tenant has lease through August, so might not be obtainable until fall after building out. Lease-up in process with different tenant.	1250 sq feet \$1.75/sq foot \$2188 + possible build out costs Utilities additional
River Street 2 <sup>nd</sup> Floor	Plan for what we need with room to grow Timing is 5-6 mo out Easily accessed by bus line/central location Professional building Rate per sq foot competitive	Entry has high end condominium feel so less approachable for intimidated population Have to create & pay for meeting space Investment in planning Unknown costs to amortized into rent & could increase costs. 6 month process likely.	1500 sq feet \$2.25/sq foot \$3375 + possible build out costs Electrical to run heat/cooling additional
River Street 3 <sup>rd</sup> Floor	Enough space to accommodate growth in future Better positioned in building for light, open space Less costs going in as partially built out Easily accessed by bus line/central location	Built as a residence, so not certain build out is possible and obtainable. Entry has high end condominium feel so less approachable for intimidated population	1500 sq feet \$2.25/sq foot \$3375 + possible build out costs + patio may costs some more Electrical to run heat/cooling additional

	Professional building Rate per sq foot competitive Outdoor patio	Have to create & pay for meeting space Investment in planning 3-6 mo process likely.	
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## BOARD MEETING AGENDA MEMO

Meeting  
Date:

June 14, 2023

Staff Member:

Carissa Connelly

Agenda Item:

Discuss Blaine County Housing Authority Board composition and expectations

### Policy Analysis and Background:

BCHA's Board holds considerable power over the future of our community: The Board is the final authority that sets policy and direction of the only entity that advocates for and coordinates housing efforts countywide, in addition to managing over 100 (and growing) deed-restricted units.

Boards are a much-needed resource for staff knowledge and guidance. In many cases, they provide an extension of capacity through devoting time outside of meetings to help staff on areas that the Board member has an expertise in. In BCHA's case, the primary responsibilities of managing deed-restricted ownership and rental community housing and the new responsibility of a housing navigation system point to very specific knowledge-sets. In addition, BCHA Board members represent specific jurisdictions: Their voices at public meetings – such as Planning & Zoning Commissions, County Commissions, and City Councils – and with elected officials provide a citizen perspective informed by staff expertise and their own area of expertise.

### COMPOSITION

Staff recommends strategically recruiting board members to meet BCHA's needs. Ideal board members would have expertise in, or be able to represent, two or more areas below.

#### Ideal areas

- Homeownership mortgages and underwriting
- Real estate transactions, processes, and contracts
- Affordable housing rental programs – tax credits, HUD, and/or locally managed deed-restrictions
- Compliance, enforcement, tenant eligibility, and application processes for income-restricted housing
- Homelessness, transitional housing, rapid rehousing, and the Continuum of Care
- Vulnerable populations and Spanish-speaking households
- Case work
- Coordinating and strategic planning across multiple service and housing agencies

#### Bonus areas

- Landlord-tenant law, fair housing, and general legal expertise
- Land use, zoning, and development
- Government processes

### EXPECTATIONS

During recruitment and with existing board members, staff recommend establishing minimum expectations to ensure that Board members are informed as to what is needed to adequately support the organization and so staff can know what to ask for. Staff request that board members be available for five hours per month to conduct activities such as:

- Attending and participating in board meetings, in person
- Representing BCHA at public meetings to present staff recommendations. Discuss recommendations with staff in advance, as needed.
- Once Board members are adequately prepared, representing BCHA with elected officials and other relevant parties through one-on-one meetings.
- Staff may require one-on-one time with board members to problem solve specific aspects of the work. Board members are asked to provide direct feedback and guidance to staff in their area of expertise.
- Representing BCHA at events, as needed.

Sustainability Impact:

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Financial Impact:

None OR Adequate funds exist in account:	N/A
--	-----

Attachments:

1. By-Laws of the Board of Commissioners of the BCHA
2.
3.

**BY-LAWS OF THE BOARD OF COMMISSIONERS OF THE  
BLAINE COUNTY HOUSING AUTHORITY**

*Amended and Adopted April 25, 2018*

**ARTICLE I**

SECTION 1. RESPONSIBILITY. The Blaine County Housing Authority shall hold public meetings, hearings, work sessions, or use other means, to obtain input to the planning and development of housing (hereafter referred to as “community housing”) that is affordable to the work force of Blaine County, Idaho and the Wood River Valley. The Authority will operate within the parameters set forth in Blaine County Resolution 2007-33, and Title 31, Chapter 42 of the Idaho Code, as may be amended.

**ARTICLE II**

SECTION 1. NAME OF THE AUTHORITY. The name of the Authority shall be the “Blaine County Housing Authority,” herein referred to as the “Authority.”

SECTION 2. NAME OF THE BOARD. The name of the board shall be the “Board of Commissioners of the Authority,” hereinafter referred to as the “Board.”

SECTION 3. CHAIRPERSON AND VICE-CHAIRPERSON. These titles are interchangeable whenever they may appear within the Articles of the By-Laws when the titles are used within their respective context.

**ARTICLE III**

SECTION 1. POWERS OF THE AUTHORITY. The Authority shall constitute an independent public body, corporate and politic, created pursuant to Blaine County Resolution Number 2007-33 and shall have all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42, and Title 50, Chapter 19, Idaho Code.

SECTION 2. POWER OF THE COMMISSIONERS. The Board, acting as a body, shall have the authority and responsibility to set policy and direction of the Authority and to exercise the powers and authority of the Authority set forth in Title 31, Chapter 42, and Title 50, Chapter 19, Idaho. The Board may approve or disapprove of actions to be taken by the Authority. However, individual Commissioners, not acting on a consensus of the whole Board, shall have no right or authority to direct or interfere with operational aspects of the Executive Director or employees of the Authority.

SECTION 3. POWERS OF THE EXECUTIVE DIRECTOR. The Executive Director shall be appointed by a majority vote of the Board, and shall serve at the pleasure of said Board. Equally, the Executive Director may be dismissed without cause by a majority vote of the Board. The Executive Director

shall be the Chief Administrative and Operational Officer of the Authority, subject to the policy direction of the Board.

SECTION 4. TERMINATION OF AUTHORITY. The Authority shall terminate at such time as the Blaine County Board of Commissioners, by proper resolution, shall declare that there is no longer a need for a housing authority to function within Blaine County, Idaho and shall comply with the termination procedures of Title 31, Chapter 42, and Title 50, Chapter 19, Idaho Code.

#### **ARTICLE IV**

##### **SECTION 1. SELECTION AND REMOVAL OF COMMISSIONERS.**

(a) The appointment and removal of persons to serve as Commissioners of the Board shall be in accordance with the provisions and procedures of Blaine County Resolution 2007-33.

(b) No Commissioner of the Authority may be an officer or employee of Blaine County, Idaho or the cities of Ketchum, Sun Valley, Hailey, Bellevue or Carey, Idaho.

(c) A Commissioner shall receive no compensation for his or her services for the Authority in any capacity, but may be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his duties.

(d) Upon removal of a Commissioner, the Blaine County Board of Commissioners shall cause to be sent a notice of the removal to the Commissioner so removed, the Authority and the County Clerk.

(e) A Commissioner may resign by providing written notice to the Board. Said notice shall be effective at the date specified by the resigning Commissioner but not sooner than thirty (30) days subsequent to the date of said written notice.

SECTION 2. OFFICERS OF THE BOARD. The Officers of the Board shall be a Chairperson, Vice-Chairperson, Treasurer, and the Executive Director, who will be an Ex-Officio member of the Board.

SECTION 3. DUTIES OF THE CHAIRPERSON. The Chairperson shall preside at all meetings of the Board, except as otherwise authorized by resolution of the Board. The Chairperson shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chairperson shall bring forth such recommendations and information as he/she may consider proper for presentation concerning the business affairs and policies of the Authority.

SECTION 4. DUTIES OF THE VICE-CHAIRPERSON. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson, and in the case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Board shall elect a new Chairperson.



Section 5. DUTIES OF THE TREASURER. The Treasurer shall, on a monthly basis, review the financial records of the Authority. At each meeting, the Treasurer shall bring forth such information and recommendations as he/shemay consider proper for presentation concerning the financial affairs of the Authority.

SECTION 6. DUTIES OF THE EXECUTIVE DIRECTOR. The Executive Director shall serve at the pleasure of the Board, as an Ex-Officio member. He/She shall have general supervision over the day-to-day administration of the Authority's business affairs, subject to the direction of the Board, and shall be charged with management ofthe operations of the Authority. He/She shall be required to keep all monies belonging to the Authority in suchplace or places of deposit as required by the Authority, and further having the duty to cause to be kept an accurateaccount of all monies received, the sources from where derived, and all monies expended and the purpose to which applied. The Executive Director shall cause an audited statement of financial position, including incomeand expense information, to be prepared annually or biannually as allowed by State Code and determined by theBoard, and shall present such statement to the Commissioners for their review at the next regular meeting date following receipt of said audited statement. As an Ex-Officio member of the Board, the Executive Director cannot vote on Authority matters.

SECTION 7. ADDITIONAL DUTIES OF COMMISSIONERS. The officers of the Board shall perform such other dutiesand functions as may from time to time be required by the By-Laws, or by Rules and Regulations of the Authority, subject to prior approval of a majority of the Board. Attendance at each and every regularly scheduled Board meeting is expected of all Commissioners. Commissioners who do not maintain a meeting attendance rate of at least 80% shall be subject to removal unless the absences are excused for good cause by the Chair. Teleconferencing during Authority meetings is acceptable when necessary.

SECTION 8. RULES AND REGULATIONS BY COMMISSIONERS. The Board shall have the authority to promulgate Rules and Regulations pertaining to the operation of the Authority. Rules and Regulations may be promulgated by a majority vote of the Board at a Regular Meeting. Rules and Regulations may be proposed by the ExecutiveDirector or by a motion of a Commissioner of the Board. All Rules and Regulations adopted must conform withall requirements of State, City and County laws and ordinances.

SECTION 9. APPOINTMENTS AND ELECTIONS. When the Office of the Chairperson or Vice-Chairperson shall become vacant, the Commissioners shall elect a Chairperson or Vice-Chairperson from their number, which electee shall hold office until the next Annual Meeting.

SECTION 10. VACANCIES. When the office of the Executive Director becomes vacant, the Board shall promptlyappoint a successor, in accordance with any duly executed agreements. When the office of a Commissioner becomes vacant for whatever reason, a new Commissioner shall be appointed pursuant to the procedure set out in Blaine County Resolution 2007-33.

SECTION 11. COMMITTEES OF THE BOARD. The Board may establish committees from their number and members of the community to deal with specific areas of operations, resolve various policy issues, or to serve asoversight entities. Each committee shall report its findings to the whole Board for possible action.

SECTION 12. ADDITIONAL PERSONNEL. The Board may employ a secretary or clerk, a bookkeeper and/or accountant, technical experts and such other officers, agents and employees, permanent and temporary, as it may require, and shall determine their qualifications, duties and compensation. For such legal services as it may require, the Board may employ its own counsel and legal staff. The Board may delegate to one (1) or more of its agents or employees such powers or duties as it may deem proper.

SECTION 13. CLERK OF THE BOARD. The Board may appoint a Clerk of the Board, who shall serve at the pleasure of the Board. The Clerk shall be responsible for taking the minutes of the meetings, maintaining official minutes of the Board and other tasks assigned by the Board.

#### **ARTICLE V**

SECTION 1. ELECTIONS. The election of the Chairperson, Vice-Chairperson, and Treasurer shall take place annually at the time and place of the Annual Meeting. Any duly appointed, qualified and acting commissioner shall be eligible for the offices of Chairperson and Vice-Chairperson. A majority of votes cast shall elect.

#### **ARTICLE VI**

SECTION 1. ANNUAL MEETING. The Annual Meeting of the Board of Commissioners shall be held on the third (3<sup>rd</sup>) Wednesday of January of each year at the regular place selected by the majority of the Board. The meeting date of the Annual Meeting may be changed upon majority vote of the Commissioners.

SECTION 2. REGULAR MEETINGS. The Regular Meetings of the Board shall be held at various locations throughout Blaine County, Idaho. Regular Meetings shall be held on the third (3<sup>rd</sup>) Wednesday of the month unless that day is a holiday, in which event, said meeting will be held on the next succeeding business day. Meeting dates may be changed upon majority vote of the Commissioners. At least one (1) Regular Meeting shall be held one (1) time per quarter; additional Special Meetings or workshop meetings may be scheduled as necessary.

SECTION 3. NOTICE OF REGULAR MEETINGS. Notice shall be given to each Commissioner in the form of the Agenda, in a reasonable period prior to the scheduled meeting and consistent with Idaho Code Section 67-2343. The notice may be mailed, e-mailed, or personally delivered to each Commissioner. A copy of the Notice shall be posted in a public place in the offices of the Authority, and appropriate copies shall be given to the media. All meetings shall conform to the Open Meetings Law of Idaho in Section 67-2342, Idaho Code.

SECTION 4. SPECIAL MEETINGS. Special Meetings of the Board may be on the call of the Chairperson at such time and place as the Chairperson may designate. Special Meetings may also be held upon the request of any two (2) Board members or upon the request of the Executive Director. At any such Special Meeting, no business shall be considered, other than that business designated in the Notice of Agenda of that Special Meeting.

SECTION 5. NOTICE OF SPECIAL MEETINGS AND EMERGENCY MATTERS. Notice of Special Meetings shall be given by written or telephonic communication and consistent with Idaho Code Section 67-2343(b), but in no event shall the meeting be conducted without a written agenda. Notice of the Special Meeting shall be given no less than twenty-four (24) hours prior to the date and time of the meeting, and Notice of the Special Meeting shall be given in a timely matter to members of the interested media, and shall be posted in a public place at the offices of the Authority. Emergency Meetings and Executive Sessions may be noticed and convened as provided for in Idaho Code Section 67-2343.

SECTION 6. QUORUM. For any meeting, a majority of the appointed Commissioners shall constitute a quorum for the purpose of conducting its business, and exercising its powers and for all other purposes. Action may be taken by the Authority upon a vote of a majority of the Commissioners present.

SECTION 7. MANNER OF VOTING. Voting on all questions regarding financial matters coming before the Board shall be by roll call and the Ayes, Nays, Abstentions and Absences shall be entered upon the minutes of such meeting. Roll call voting is also required for entering into executive session, pursuant to Idaho Code Section 67-2345 *et seq.* Voting on all other questions may be by voice or by show of hands. Election of Officers of the Board may be held by secret ballot on request of a Board member.

SECTION 8. RULES OF ORDER. Except as specifically set forth in the By-Laws, conduct of the meeting of the Board shall be in accordance with Robert's Rules of Order, to the extent reasonable.

SECTION 9. FILING OF MINUTES AND REPORTS. (a) The Authority shall maintain written minutes consistent with Idaho Code Section 67-2344, and shall file a copy of the minutes of all meetings with the Blaine County Clerk within ten (10) days after their approval by the Authority. All resolutions before the Board shall be included in the minutes of the Board.

(b) At least once a year, the Authority shall file a report with the Blaine County Clerk of its activities for the preceding year, and shall make recommendations with reference to such additional legislation or other actions as it deems necessary in order to carry out the purposes of this Act.

(c) The Authority shall file with the Blaine County Clerk a copy of the Authority's financial reports, any claims and causes of action against the Authority, and the Authority's employee policy handbooks, if any, and any changes, modifications, or deletions to the handbooks.

SECTION 10. OPEN PUBLIC MEETINGS. To the extent required by law, the Authority shall comply with applicable provisions of the Idaho Open Public Meetings Law, Idaho Code Sections 67-2341, *et seq.*, in the noticing and conduct of its meetings.

SECTION 11. PUBLIC RECORDS. To the extent required by law, the Authority shall comply with applicable provisions of the Idaho Public Records Law, Idaho Code Sections 9-337, *et seq.*

## ARTICLE VII

SECTION 1. STATE LAW REGARDING CONFLICT OF INTEREST. Commissioners of the Board and Authority Staff are subject to the applicable laws of the State of Idaho regarding, without limitation, fair hearing, conflict of interest, disclosure and disqualification including Ethics in Government Act (Idaho Code Section 59-701, *et seq.*), Prohibitions Against Contract With Officers Act (Idaho Code Section 59-201, *et seq.*), and the Bribery and Corrupt Influences Act (Idaho Code Section 18-1351, *et seq.*)

SECTION 2. CONFLICT OF INTEREST. A Board Commissioner must announce a conflict, and then dismiss himself or herself from the meeting room while an issue or item that presents a direct or indirect conflict of interest is being considered in Executive Session.

SECTION 3. OUTSIDE ACTIVITY. Subject to Section 4 below, Commissioners and Authority Staff are not prohibited from engaging in outside activity related to housing and/or real estate. However, any such activity which could potentially result in a conflict of interest or have the appearance of conflict shall be publicly disclosed by the Commissioners or Authority Staff. The individual shall thereafter recuse himself or herself from any discussions or decisions in which said conflict is present. In cases where a potential conflict so disclosed is not direct, but peripheral, the other Commissioners shall determine whether sufficient reason exists to require recusal of the individual.

SECTION 4. DUTY OF LOYALTY. Commissioners and Authority Staff are required to refrain from engaging in personal activities which would injure or take advantage of the Authority. They are also prohibited from using their position of trust and confidence to further their private interests. Commissioners and Authority Staff should avoid even the appearance of a conflict of interest. Examples of prohibited conduct include: (1) realizing secret profits or unfair gain through personal transactions with or on behalf of the Authority; (2) competing with the Authority to its detriment; (3) usurping Authority opportunity; and (4) realizing personal gain from the use of Authority material or non-public information.

SECTION 5. INDEMNITY AND INSURANCE. The Authority shall indemnify, to the full extent permitted by law against damages, judgments, settlements, costs, charges, and expenses incurred in connection with the defense of any action, suit, or proceeding or any appeal therefrom, any person or his or her personal representative made, or threatened to be made, a party to such action, suit, or proceeding, whether civil or criminal by reason of the fact that such person is or was a Commissioner or Officer of the Authority. All members of the Board and all Employees and Staff of the Authority shall be covered by an Errors and Omissions policy to be purchased and kept in force by the Authority.

## ARTICLE VIII

SECTION 1. AMENDMENT OF THE BY-LAWS. The By-Laws of the Board of Commissioners may be amended upon the affirmative vote of five (5) of the seven (7) Commissioners. No such amendment of the By-Laws may be considered or adopted unless written notice of the proposed change shall have been previously given to all Commissioners, at least five (5) working days in advance of the Meeting. Furthermore, no amendment to the By-Laws may be considered without prior concurrence by Counsel of the legal sufficiency of the proposed amendment.

END OF BY-LAWS.