**BLAINE COUNTY HOUSING AUTHORITY**
Wednesday, September 16, 2026, 11:30 AM
Town Center West- 116 S River Street, Hailey, ID 83333

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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 http://www.bcoha.org.

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

- Join us via Zoom (please mute your device until called upon)

**Join the Webinar:** https://zoom.us/j/92219513867
Webinar ID: 922 1951 3867

- Address the Board in person at Ketchum City Hall or the Hailey City Hall dependent upon the meeting location.
- Submit your comments in writing at info@bcoha.org (by 24 hours prior to 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 Comment submitted
2. Public Comment in person

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

3. Liaison Reports

**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 board member asks to be removed from the Consent Agenda and considered separately.*

4. Approval of the August 2026 Financial Report
5. Recommendation to Approve Conversion of BCHA Unit Category 3 to Category Local

6. Recommendation to Approve Exception Request

**NEW BUSINESS:**

7. BCHA Board Policy Review
8. BCHA Transition Discussion

**ADJOURNMENT:**

BCHA

Attn: Liz Valdes

First Street

Hailey, ID 83340

Dear Liz,

At your suggestion, I am going to try and organize my thoughts relative to the recent letter I received raising my rent in unit 5A at Cold Springs Crossing nearly 40 per cent. Needless to say, the suggested rental increase was a surprise. The explanation given from the Blaine County Housing Authority is that the increase was intended to get the rents "in line" with the other affordable units in the Wood River Valley.

First off, I had no idea that the BCHA was contemplating this kind or increase. I remember reading, years ago, of an annual cap of 4% on any increase in rent. Am I mistaken? Did my landlord make an informed decision six years ago to forego leases on each of the units thereby keeping the rents "static?" Is there another reason for this dramatic increase? I would accept a 4% increase going forward. Might I suggest a compromise. Rather than "hit" those tenants with such a large, economic "hit" make it easier "over time" to stay in their unit and satisfy BCHA'S mission toward equity in pricing of all the affordable units under their authority.

All said, I have been lucky to be a tenant at Cold Springs, and I am grateful for the implementation of the Affordable Housing Scheme to which I have benefitted It obvious to me that unless the city or county officials create more of these housing units, that it will be more difficult to have a vibrant, diverse economy.

Respectfully,

Walter Littenberg

5A, Cold Springs Xing

**From:** Anna Mathieu <AnnaMathieu@windermere.com>

**Subject: 111 ANGANI WAY UNIT 2094**

**Date:** September 11, 2026 at 2:21:42 PM MDT

**To:** Keith Perry <bchachair@bcoha.org>

**Cc:** Daryl Fauth <daryl@blainecountytitle.com>

Hi Keith,

A unit like this is hard to price. When we sold the other one that is very similar but in better condition, most of the things on the inspection list were addressed (some done better than others). We started at $255,000 and ended at $235,000 with BCHA paying Buyer Closing costs at 3% of purchase price. This Closed February 2025 after 2 failed contracts and 213 days on market.

The Elkhorn Village units are best comps and Matt Worley's the very best. The other Elkhorn Village units are very different: higher grade finishes, better condition, more light, more windows. Price per SF is a hard one comparing this unit with other market rate units because of the differences. At the time, we looked at sold prices, chose the lowest sold price and applied a 30% discount. Then as I said above, the sale price ended up coming down $20,000 and the 3% concession was applied.

While the BCHA sale was 1.5 years ago, given the rougher condition of this unit, using the same $/SF might be in line. That would put us at a list price of $255,000. I would expect to make concessions. I am not sure if you should offer a blanket credit that buyer could use for fixing it up, or buying down interest rate, or paying closings costs. There is a limit to the "credit" you can offer (generally no more than 3%) but you can always negotiate on price.

It looks like there have been fewer sales in the last 180 days at Elkhorn Village than when we marketed the last BCHA one, and the market seems to be in a bit of a holding pattern

(except for the folks making bank in the stock market) as we approach mid-terms. I would expect this could easily take 6-12 months unless you are very aggressive with pricing.

I understand you prefer to sell as is and not do a remodel, but in looking back at the inspection report, has anyone addressed/looked at items marked in red such as the potential mold, plumbing leaks, sewage ejector pump condition, etc? I would think those are different than a credit for a remodel – I would have them evaluated and any leaks, microbial growth, anything health and safety be addressed asap. The inspection is so dated, that I think you ought to attend to these items and then have the inspector do an updated inspection.

I have an email out to the HOA to check on #2094 having a parking space (it should), current dues, assessments, and warrantability issues.

I would be willing to do this for 2% if BCHA does the marketing and communication, and I interface with the buyers to help them understand what they are doing, make sure they connect with the right lenders, help with the whole qualification process and HOA crap, and get them across the finish line. If this goes to MLS, I'd like to ask 5% and offer 2% or 2.5% to the Buyer's agent, and keep the 2.5%-3% for full real estate marketing and representation.

Please let me know what else you would like to discuss before your board meeting. Receiving the bid you spoke of would be helpful but I am not sure how material it is to the pricing I discussed above frankly.

Cheers
Anna

# JOINT PETITION FOR HOUSING STABILITY & GUIDELINE ALIGNMENT

**TO:** The Board of Commissioners of the Blaine County Housing Authority (BCHA), Mayor Pete Prekeges, and the Ketchum City Council
**FROM:** Long-Term Residents of Cold Springs Crossing
**DATE:** September 13, 2026
**RE:** Rebuttal of "Month-to-Month" Exemption & Application of Annual Stabilization Caps (Section 1) Upon 12-Month Lease Formalization

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We, the undersigned deed-restricted residents of Cold Springs Crossing, write jointly regarding the upcoming September 2026 BCHA Board policy review. We strongly support BCHA's initiative to transition all households onto formal, executed 12-month leases to ensure housing stability and proper governance.

However, we respectfully challenge BCHA staff's interpretation that occupying units on a month-to-month basis without an active annual addendum exempts tenancies from Section 1 stabilization caps, allowing rent to be "leveled up" to maximum Category ceilings in a single, multi-year jump (25% to 40%+).

We ask the BCHA Board of Commissioners to affirm the following policy principles during its September review:

## 1. ADMINISTRATIVE LAPSES CANNOT WAIVE TENANT PROTECTIONS

The absence of executed annual lease addendums in past years was the result of administrative processing gaps, during which residents were explicitly directed by program management to continue paying established rates on record. Allowing a gap in annual contract issuance to invalidate the 4% renewal cap creates an unintended precedent—effectively penalizing compliant residents for administrative delays beyond their control.

## 2. "LEVELING UP" IS FUNCTIONALLY IDENTICAL TO RETROACTIVE "BANKING"

Category maximums represent maximum allowable statutory caps to prevent overcharging—not mandatory rates that must be enforced upon contract renewal. Labeling a sudden 25%-40%+ jump as "leveling up to category standards" creates the exact same destabilizing balloon effect as retroactive "banking" of past uncollected increases, which Section 1 of BCHA Administrative Guidelines specifically prohibits.

## 3. CONTINUOUS OCCUPANCY GOVERNS ANNUAL STABILIZATION

Under BCHA Guidelines (Section 1), the 4% annual stabilization cap is designed to protect continuous household occupancy. A resident's continuous, compliant occupancy does not vanish because a tenancy sits on holdover status. Bringing non-compliant documentation into compliance must be structured using predictable, incremental adjustments starting from established rates on record.

## 4. SENIOR & WORKFORCE PROTECTION IS CORE TO BCHA'S MISSION

Affordable housing exists to preserve community stability for aging seniors on fixed Social Security and workforce members earning modest wages. Sudden rate shocks threaten resident displacement, undermining the foundational purpose of community housing in Blaine County.

# JOINT RESIDENT PETITION — SIGNATURE SHEET

**Cold Springs Crossing | Submission for September 16, 2026 BCHA Board Meeting**

**PETITION SUMMARY:** We, the undersigned residents of Cold Springs Crossing, urge the BCHA Board of Commissioners to formalize executed 12-month leases immediately for clean staff compliance, while structuring rate transitions toward Category ceilings through a predictable, phased annual step-up model capped at 4% per 12-month period pursuant to Section 1 guidelines.

| UNIT # | RESIDENT PRINTED NAME | SIGNATURE | DATE |
|---|---|---|---|
| **C14** | **John Abell** | | 09 / 13 / 2026 |
| **B8** | **Jonathan Cohen** | | 09 / 13 / 2026 |
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# WRITTEN PUBLIC COMMENT & PERSONAL STATEMENT

**Submitted For:** Official Public Record – BCHA Board Meeting (September 16, 2026)
**Submitted By:** John Abell | Resident, Cold Springs Crossing (Unit C14, Category 1)

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Dear Members of the Board and BCHA Staff,

My name is John Abell. I am submitting this written statement to be formally entered into the official public record for the September 16, 2026 Board Meeting regarding proposed rent adjustments at Cold Springs Crossing.

I have lived and worked in this valley as a productive worker for 20 years, and for the past 10 years, I have been proud to call Cold Springs Crossing my home. As a Category 1 resident, my income is very limited—falling roughly $3,000 below the maximum Category limit. To make ends meet and maintain basic living expenses, I continue to work as hard as I can as an 85-year-old seasonal worker for the Sun Valley Company, working for low wages and without healthcare.

Liz at BCHA informed me that my rent is scheduled to increase by 40%. At 85 years old, a single-step 40% rent increase is not just a financial burden—it is an extreme hardship that threatens my ability to remain in my home. I fear for my future stability in the very community I love, have served, and have helped build over two decades.

Affordable housing was created precisely to protect local workers and aging seniors on fixed or modest incomes. We ask that you take into consideration a balanced approach between administrative compliance with a more reasonably sustainable, phased, and predictable rent increase. This approach considers scaling senior income more equitably adjusted within the affordable income category ranges, allowing us to continue working, contributing, and living out our remaining days in dignity in our homes.

Because I am working today, I am unable to attend the meeting in person, but my neighbor Jonathan Cohen is submitting this letter on my behalf to be included in the public record. Thank you for your leadership, your service to our community, and your thoughtful consideration of my home and future.

Sincerely,

**John Abell**
Resident, Cold Springs Crossing
Unit C14 (Category 1)

# WRITTEN PUBLIC COMMENT & PERSONAL STATEMENT

**Submitted For:** Official Public Record – BCHA Board Meeting (September 16, 2026)
**Submitted By:** Jonathan Cohen | Resident, Cold Springs Crossing (Unit B8)

Dear Members of the Board and BCHA Staff,

My name is Jonathan Cohen. I am submitting this statement to be formally entered into the official public record for the September 16, 2026 Board Meeting regarding rent adjustments at Cold Springs Crossing.

I have lived, worked, and served in the Sun Valley and Ketchum community for 33 years. I originally moved here to launch Trinity Springs, and as the company grew over 18 years, my responsibilities expanded as well, eventually serving as National Sales Manager. Over the decades, I have been deeply invested in this valley—participating in the invitation-only City of Ketchum symposium that helped coin the phrase *"Small Town, Big Life,"* and spending over a decade with my local men's group participating bi-annually in the Blaine County Adopt-a-Road program to clear litter along the Bellevue corridor.

When Trinity Springs closed following a court-ordered voidable sale, I lost both my job and my savings, eventually forcing a short sale on my Ketchum condo. I experienced firsthand how fragile housing stability is in this valley. I relied on the kindness of local friends for nearly two years until I secured placement on the BCHA affordable housing waitlist—a placement process that took over two years.

I moved into Cold Springs Crossing at the start of COVID. Throughout my tenancy, I have jumped through every imaginable administrative hoop to remain strictly compliant with BCHA standards. When I turned 68 and began drawing Social Security, an honest oversight regarding a Simple IRA income deferral required immediate action. To maintain my program eligibility and abide strictly by guidelines, I reimbursed Social Security, amended my tax return, and voluntarily accepted a 38% reduction in pay and hours. I made significant financial sacrifices specifically to protect my housing stability.

To now face an initial single-step rent increase of 25%—under an administrative interpretation that past incremental adjustments can be "banked" or "leveled up" all at once—creates an immediate financial shock. Combined with anticipated annual 4% increases thereafter, this creates a compounding effect that severely undermines my long-term stability and makes it difficult to even consider a realistic path toward retirement.

Section 1's annual stabilization cap was established precisely to prevent this type of cumulative rate shock and protect continuous household occupancy. Residents in our community have demonstrated complete good faith and compliance throughout our tenancies. We fully support staff's efforts to formalize current 12-month leases. We respectfully ask that this statement be made part of the official meeting record and that the Board adopt a predictable transition: beginning at our current established rates and applying a phased, 4% annual step-up model under Section 1 guidelines. This collaborative approach achieves BCHA's administrative goals while safeguarding the long-term housing stability of the workforce and seniors who make up our community.

Thank you for your dedicated leadership, your continued service to our valley, and your thoughtful consideration of our homes and future.

Sincerely,

**Jonathan Cohen**
Resident, Cold Springs Crossing (Unit B8)
Site Manager & Community Advocate

# PROPOSED BOARD RESOLUTION & MOTION

**TO:** The Board of Commissioners of the Blaine County Housing Authority (BCHA)
**FOR CONSIDERATION AT:** Regular Board Meeting — September 16, 2026
**SUBJECT:** Policy Resolution Regarding 12-Month Lease Formalization & Phased Rate Adjustment Models for Continuous Tenancies

> **PROPOSED MOTION TEXT FOR BOARD ACTION:**
> *"I move that the Board of Commissioners of the Blaine County Housing Authority direct staff to formalize 12-month executed leases for all current deed-restricted residents, and that rate adjustments for continuous tenancies moving toward Category maximum ceilings be structured using a predictable, phased annual step-up model capped at 4% per 12-month period pursuant to Section 1 guidelines, beginning from established rates on record."*

## RECITALS & POLICY CONSIDERATIONS

**WHEREAS**, the Blaine County Housing Authority (BCHA) seeks to maintain clean compliance files and formalize executed 12-month lease addendums across all deed-restricted community housing properties;

**WHEREAS**, continuous, compliant resident occupancy maintained under historical administrative holdover status represents active, good-faith participation in BCHA programs;

**WHEREAS**, Section 1 of the BCHA Administrative Guidelines establishes annual stabilization caps (4% per 12-month period) specifically to protect continuous household occupancy from sudden rate shocks;

**WHEREAS**, single-step rent increases of 25% to 40%+ create severe financial hardship and displacement risks for local workforce members and seniors living on fixed or modest incomes;

## RESOLUTION DIRECTIVES

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Blaine County Housing Authority that:

- **Lease Execution:** BCHA staff is authorized and directed to execute formal 12-month lease agreements immediately for all eligible current residents to restore standard documentation compliance.
- **Rate Transition Model:** For residents occupying units under continuous tenancy, annual rate adjustments shall transition incrementally toward applicable Category ceilings at a rate not to exceed 4% per 12-month lease period, calculated from current established baseline rates.
- **Program Alignment:** This phased policy approach satisfies administrative audit requirements while upholding BCHA's core mission of preserving long-term workforce and senior housing stability in Blaine County.

**BOARD ACTION TAKEN:** [ ] APPROVED [ ] DENIED [ ] AMENDED / TABLED

_____

Chair, Blaine County Housing Authority Board of Commissioners | Date: _____

BLAINE COUNTY HOUSING AUTHORITY

# BOARD MEETING AGENDA MEMO

| | | | |
|---|---|---|---|
| Meeting Date: | September 16, 2026 | Staff Member: | Liz Vargas |

Agenda Item: Recommendation to Approve Converting BCHA's Category 3 Rental to Category Local Ownership

Recommended Action:

I move to approve converting BCHA's rental property into a Category Local ownership unit.

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

**Why sell the unit?**
At the beginning of 2026, the tenant who had been living in the unit unfortunately passed away. This is the only unit BCHA currently owns and directly manages. Given current staffing capacity and organizational changes, managing a single unit requires significant staff time that could otherwise be dedicated to BCHA's broader housing portfolio, including tenant and buyer screening and placement, compliance, and other community housing needs.

**Why increase the income category?**
Over the past 12 months, the unit has generated an average loss of approximately $863 per month due to HOA dues, capital reserve contributions, and special assessments. To make the unit financially sustainable and affordable for a future buyer, staff recommends changing its current income category from Category 4 (60–80% AMI) to Category Local (140%+ AMI).

**How will the sale price be determined?**
The sale price will be informed by guidance from a professional real estate agent and an evaluation of comparable market-rate properties. Staff will likely recommend pricing the unit approximately 15–30% below market value to support local workforce ownership.

**How will the sale proceeds be used?**
All proceeds from the sale will remain within BCHA's housing portfolio and be used to support its affordable housing mission.

Attachments:

1. Resolution 2026-11

**RESOLUTION 2026-11**

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

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS APPROVE AN EXCEPTION REQUEST

WHEREAS, Blaine County Housing Authority supports a county wide effort of creating and maintain an affordable housing mission; and

WHEREAS, This is the only unit that BCHA manages, whereas the rest of the properties are managed by property managers and owners beholden to the deed restriction.; and

WHEREAS, BCHA current staffing capacity and organizational changes, would make it difficult to keep self managing this unit ; and

WHEREAS, Due to HOA dues, capital reserve contributions, and special assessments high costs it's a hardship for someone in income category 3 to sustain those charges; and

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

Section 1. The Blaine County Housing Authority Board of Commissioners approves that Community Housing Unit 113, Angani Way, Unit 2094 in Sun Valley, Idaho, be sold to a Qualified Buyer of Local Income Category.

Section 2. The Blaine County Housing Authority Board of Commissioners instructs Executive Director to market the unit to prospective, qualified applicants under BCHA's Community Housing Guidelines and execute a Purchase and Sale Agreement between BCHA and the Qualified Buyer.

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DATED this ____day of _____, 2026

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

_____ _____

Executive Director

Chair

BLAINE COUNTY HOUSING AUTHORITY

# BOARD MEETING AGENDA MEMO

| | | | |
|---|---|---|---|
| Meeting Date: | September 16, 2026 | Staff Member: | Liz Vargas |

Agenda Item: Recommendation to Approve Exception Request

Recommended Action:

"I move to approve the Exception Request to allow a current homeowner to be away from their home and rent their home for 12-month period."

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

The homeowner has requested an exception to rent out her deed restricted home. The request derives from our current policies not allowing homeowners to be away from their home for more than three months or rent out their home without prior approval of the board.

**Background**

A current BCHA homeowner contacted staff on July 21st to submit an exemption request to rent out her home to a qualified tenant. The homeowner has relocated temporarily due to mental health reasons. Her request is supported by a letter from a healthcare provider. The homeowner is not ready to sell her home.

Her covenant states: "*Owner shall use the Property as the Owner's primary place of residence. For purposes of the preceding sentence, the Property shall be deemed the Owner's Primary place of residence if the Owner…(b) is physically present on and residing in the Property for not less than nine (9) months in every twelve (12) month period, (c) has not accepted employment outside of Blaine County…*(4.1)"

The Policies state: "*The Community Home must be physically occupied by the homeowner for the time period specified in the Deed Covenant. The owner must also continuously meet the prioritization criteria by which they accessed the home, specifically the local preference. If a homeowner is anticipating, or does not currently, meet that criteria then they must notify BCHA and either sell the Community Home or request an Exception. See Section 6 for Exception Requests*. (Section 4.H.)" And "*If an owner of a Community Home desires to rent the Home during a BCHA Board approved absence, the owner must include the reason for renting in the Exception Request for permission to rent the home at least thirty (30) days prior to leaving (see Section 6. For Exception Requests).*"

**"Reasonable Accommodation"**

Staff believe the request is a request could be considered a "Reasonable Accommodation" under Fair Housing law. A reasonable accommodation is granted to individuals with disabilities seeking an exception or

change in rules, policies, practices, or services. When someone requests a Reasonable Accommodation, it is permissible to request that the applicant provide independent verification of their need for the requested accommodation. Documentation is provided by the homeowner from a medical provider.

Reasonableness is determined by the following:

1. Is the requested accommodation related to the person's disability? In these circumstances, yes.
2. Will the request impose an undue financial and administrative burden on the housing provider? In these circumstances, no.

One caveat to a Reasonable Accommodation is that requirements of tenancy are exempt. An individual must meet the essential eligibility requirements of the program, such as tenancy. However, in this scenario, when the home would be offered to rent to a local in-lieu of the owner's occupancy, staff are supportive of approving the request for a 12 month period.

**Criteria that must be met to approve the exception request:**

"*The Board may approve, approve with conditions or alterations, or deny a request for an Exception. A decision to approve a request for an Exception must based on the request and any supplemental documents or information considered meeting following requirements:*

*(a) The strict application of the 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.*

*(b) The strict application of the 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.*

*(c) Approval would be consistent with the spirit, purpose, and intent of the Policies.*

*(d) Approval 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;*

*(e) Approval would not conflict with any provisions of the BCHA Deed Covenant on the property subject to the request.*

*(f) Approval is the only reasonably available remedy to the undue hardship or burden, and the exception is not overly broad in its scope. (Section 6.A.4.)"*

**Staff recommendation:** Approve the exemption request to allow the current homeowner (a) a 12-month absence and (b) to rent out her home for a 12-month period. Given that the homeowner has provided documentation from a medical provider supporting the need for temporary relocation, staff recommend approving this exemption request with the conditions outlined in Policy Section 4.I. "Long-Term Rental Options during Board-Approved Long-term Absences."

The analysis of the Exception Request, if the above conditions are applied, are as follows:

| CRITERIA | STAFF RECOMMENDATION |
|---|---|
| **undue hardship or burden on BCHA**<br>refers to the idea that an accommodation or modification would be unreasonable to provide. When determining if an accommodation is reasonable, courts consider a number of factors, including: | **NO:**<br>(a) There is no undue hardship or burden in allowing the renter to not reside in her home. Policy goals would be met if (b) is also approved.<br>(b) The homeowner has agreed to rent out her home to a qualified BCHA candidate. |

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|---|---|
| - **Resources:** The resources of the entity that would be providing the accommodation<br>- **Purpose**: Whether the accommodation would undermine the purpose of the requirement<br>- **Nexus**: Whether there is a clear connection between the requested accommodation and the individual's circumstances<br>- **Fair housing laws**: Whether the accommodation would violate fair housing laws | |
| The strict application of the 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. | **YES** –<br>(a) The application of the policies is a burden as it would not allow the homeowner to rent as advised by the recommendation of a medical professional.<br>(b) Not being able to rent the home is a burden as the homeowner would not be able to leave as recommended by her medical health provider. |
| The strict application of the 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.** | **YES** –<br>(a)The deed convent, policies, and personal reasonable accommodation request to a health hardship makes this a unique circumstance.<br>(b) The deed convent, policies, and personal reasonable accommodation request to a health hardship makes this a unique circumstance. |
| **The strict application of the 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. | **YES** –<br>(a)The homeowner is not ready to sell her home. Not approving this request would place her in a noncompliance status.<br>(b) The homeowner is not ready to sell her home. By approving this request, it would allow her to rent out the unit and not face a financial burden. |
| Approval would be **consistent with the spirit, purpose, and intent of the Policies.** | **YES** –<br>(a) BCHA would be approving a reasonable exception for someone who will continue to provide some level of services to the county (self-employed contracted work in Blaine County).<br>(b) The home would be occupied by and provide stable housing for a qualified local occupant. |
| Approval **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 | **NO –**<br>(a) Other program participants with a specific hardship can similarly ask for an exception to full-time occupancy.<br>(b) Even though a homeowner is requesting to rent out their home, it is considered a reasonable accommodation for a health challenge and will remedy the financial hardship. Other program participants with a specific hardship can similarly ask for an exception. |

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|---|---|
| Approval would **not conflict with any provisions of the BCHA Deed Covenant** on the property subject to the request. | **NO –**<br>(a) 4.1. also states "In the event an Owner rents all of the Property to a Qualified Occupant, BCHA may, but shall not be obligated to waive this section provided Owner request such waiver when delivering the Notice of Intent to Rent"<br>(b) The deed states the rental of the home is ok, with approval of BCHA. |
| Approval is **the only reasonably available remedy** to the undue hardship or burden, and the exception is not overly broad in its scope | **YES** –<br>(a)The homeowner is not ready to sell her home. Not approving this request would place her in a noncompliance status.<br>(b) The homeowner is not ready to sell her home. By approving this request, it would allow her to rent out the unit and not face a financial burden. |

**STAFF RECOMMENDATION: Approve the request, per the conditions outlined above.**

Attachments:

1. Resolution 2026-10
2. Exception Request

RESOLUTION 2026-10
BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS APPROVE AN EXCEPTION REQUEST

WHEREAS, a current homeowner is seeking to be away from her home for 12 months; and

WHEREAS, the owner is requesting that BCHA provide exceptions to allow for her rent out her home to a qualified BCHA renter; and

WHEREAS, the BCHA Board and administrative staff agree with the justifications set forth in the Exception Requests, and believe that the owner's circumstances are unique because of specific health circumstances that necessitate being outside of Blaine County for an extended period of time; and

WHEREAS, the BCHA Board and administrative staff agree that the strict application of the policies are the primary cause of the undue hardship or burden; and

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

The Blaine County Housing Authority Board of Commissioners approve the Exception Request filed by Community Homeowner _____, attached and incorporated herein.

[*This space left intentionally blank]*

DATED this ____day of _____, 2024

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

_____

Executive Director

_____

Chair

BOARD POLICY REVIEW

# Cold Springs Crossing

BLAINE COUNTY HOUSING AUTHORITY

Application of rent increase and lease addendum policies

**September 2026 Board Meeting**

**Requested action: Affirm staff's interpretation**

127 Hospital Drive • Four income-restricted rental units

# The decision before the Board

**Staff requests that the Board affirm:**

**Under the present circumstances, the 4% annual increase provision in BCHA's 2025 lease addendum policy does not automatically limit the initial rents offered in new 12-month leases to tenants who currently have no executed leases or BCHA lease addendum—provided each rent remains within the maximum allowed for the unit.**

This affirmation addresses policy application in this case; it does not authorize rent above the deed-restricted maximum or collection of back rent.

# Why this matter is before the Board

- **Longstanding owner noncompliance**

  For approximately six years, the four units operated without written leases.

- **Recertifications completed**

  All four households completed rental recertification by August 2026.

- **Current rent schedules applied**

  Staff identified maximum housing costs using each unit's deed-designated category and size.

- **Tenant concerns raised**

  Proposed adjustments prompted questions about whether the 4% rental cap policy applies.

Staff's objective

## Bring the units into compliance

- No displacement objective
- No back-rent collection
- Written 12-month leases
- Consistent treatment across similarly situated units

# Path toward compliance

**JUN 17**

## Formal notice

BCHA issues a notice of noncompliance to the owners of Cold Springs Crossing.

**JUN 26**

## Owner response

Owner and counsel request an in-person meeting.

**JUL 21**

## Compliance meeting

Owner agrees to offer 12-month leases after rental recertification.

**JUL 22**

## Tenant outreach

Staff calls tenants before written notices are sent.

**AUG 20**

## Recertification

All four household reviews are completed.

# Staff’s interpretation under the present circumstances

01

## No executed BCHA addendum

The tenants do not currently have written leases or executed BCHA lease addenda containing the 4% provision.

02

## New lease offers

The owner is offering new 12-month leases after completion of the required certification process.

03

## Within permitted maximums

Proposed rent increases may proceed only if they do not exceed the current maximum for each unit, after utility allowance adjustments.

04

## Consistency and equity

Using current category rents avoid a continuing advantage for one household over similarly situated households paying current rates.

ANONYMIZED EXAMPLE FROM CURRENT RECERTIFICATION

# Illustrative impact example: Category 3 unit

| | |
|---|---|
| 2020 monthly rent | **$825** |
| Current estimated category rent | **$1,123** |
| Gross monthly household income | **$4,910** |
| 30% affordability reference | **$1,473** |
| **Proposed cost as share of income** | **22.9%** |

Final rent is reduced by the applicable utility allowance when essential utilities are tenant-paid.

**4% alternative**

## $858 / month

Would remain below the current Category 3 level.

**Key point**

**30% is an affordability reference—not a rule that every household must pay exactly 30% of income.**

# Tenant safeguards and implementation

| | | |
|---|---|---|
| 01 | **Provide proposed lease** | Each tenant receives the written 12-month lease and time to review it. |
| 02 | **Confirm rent ceiling** | Staff verifies category, bedroom size, and applicable utility allowance. |
| 03 | **No retroactive collection** | Neither BCHA nor the owner seek back rent for prior years. |
| 04 | **Offer support referral** | Staff may refer households experiencing hardship to the Blaine County Charitable Fund. |
| 05 | **Document the decision** | Board direction and the basis for staff's application are recorded clearly. |

# Proposed affirmation

**The Board affirms staff's interpretation that, under the present circumstances at Cold Springs Crossing, BCHA's 4% annual rent increase provision does not automatically cap the initial rents offered in new 12-month leases where the tenants have no executed BCHA lease addendum containing that provision, so long as:**

1. Each rent does not exceed the current deed-restricted maximum after the applicable utility allowance;
2. No back rent is collected; and
3. Implementation remains consistent with the governing deed restriction, applicable law, and legal counsel's advice.