BLAINE COUNTY HOUSING AUTHORITY
Wednesday, May 21, 2025, 10:30 AM
111 N. First Ave., Suite 2P, Hailey, Idaho 83333
VENUE CHANGE: 191 Fifth St. W. , Ketchum, Idaho 83333

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/95503161717
  Webinar ID: 955 0316 1717

- 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.

AGENDA
AMENDED AGENDA: 5/19/25 at 12:50p.m. - Venue Change
PUBLIC PARTICIPATION INFORMATION
Public information on this meeting is posted outside City Hall.

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
2. Public Comments in person (two-minutes, no dialogue)

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

3. Liaison Reports

COMMUNICATIONS FROM THE STAFF: Updates from the Staff

4. Staff Update- Executive Director, Carissa Connelly
5. Misson Moment- Program Administrator, Liz Vargas

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.

6. Approval of April 19, 2025, BCHA Board Meeting Minutes
7. Approval of the April 2025 BCHA Financial Reports
8. Recommendation to Approve Exception Request for Transitional Housing- Program Administrator, Liz Vargas

PUBLIC HEARING:

9. Recommendation to update and adopt BCHA's Policies- Executive Director, Carissa Connelly

NEW BUSINESS:

10. Recommendation to adopt updated 2025 income limits, net worth limits, and maximum housing costs- Housing Program & Policy Strategist, Rian Rooney
11. Consider a reduction in Silvercreek Living monthly rents for Family Households- Operations Manager, Heather Nicolai

ADJOURNMENT:

To BCHA Board

For the most part, the proposed revisions seem sensible. However, I bring your attention to a couple that warrant additional reflection.

1.B.2 says that policies can be "supplemented" by guidance from BCHA staff. I would delete this. Any supplemental guidance should be in writing approved by BCHA board, otherwise it could be arbitrary and variable. I would suggest biannually.

1.C the final sentence of the first paragraph is confusing. Does it mean prioritize equally? If so, then it is just a statement of duties of BCHA and that could be made clear. If it is to prioritize in the order listed, that would be more meaningful. In either case, clarification is warranted.

1.E. It is not clear from this language who creates the income categories. Are the based on Federal guidelines? Does the staff have control of them? Or the BCHA board or the County Commissioners? I recommend that, unless there is a legal requirement that they be Federal, that income levels are approved by the County Commissioners on recommendation from the BCHA staff with the approval of the BCHA board.

1.E.4 something is wrong there—there is a sentence hanging above it and the grammar is off.

1.F.4. This added language is not good policy. Assets should include all assets. Most asset sales involve a tax implication, not just retirement accounts. You could give a discount on asset value for the Federal penalty on early liquidation of Federal programs like college, retirement and health care accounts.

1.F.9(3) I would strike this as arbitrary. A disability should require certification from a physician.

1.F.23. This language is so vague as to render it meaningless. A person could work one hour a week and be considered a Local Employee. This kind of language reduces public confidence in BCHA.

2.A.3. I suggest switching the order of b and c as the latter are likely to have a more urgent need. I would switch e and f and prioritize children over people in recovery. Children don't get to pick their parents.

2.D.2 a 30 day deadline for responding to BCHA's notice seems better than something arbitrary or open-ended.

Why is residency only required for 9 months? Why not all 12 if it is the sole and primary residence. 12 months does not prevent someone from traveling. Given that most people of modest means own/rent a single dwelling, perhaps the rationale for 9 months should be made clear to the public.

Respectfully,

Perry Boyle

Ketchum

Thank you for soliciting input. As a long-time Ketchum resident and potential benefactor of these needed housing programs, I offer some input on three matter: eliminating the ability to go higher but allowing lower to be added; the need for workforce housing (above 100% AMI); and, transparency about decisions and priorities at BCHA now and in the future.

1) Input RE: 4.5 The changes seem to indicate that BCHA proposed revisions call for a strict limit on higher category exceptions but allowing for lower than category exceptions going foreard. My feedback is that nonunit should remain vacant given the crisis some of us are facing. If BCHA cannot find a candidate for a unit that fits within set period of time, they should be obliged to seek the next best fit for unit going, upward or downward, in category until the unit is rented, in my opinion.

We have a shortage of Cat 5 and 6 units made worse the delay on Washington St. project. Why make the situation worse for Cat 5 and 6 earners by prohibiting any higher adjustments for units that could be filled and are not due to no suitable tenant for the initially designated category and rent being available? Fill the units as and where possible as closely based on first in line, first in time.

2) Input RE: Cat 5 and 6 Wage Earners Living/Working in Ketchum | The situation on Ketchum rentals is that the many of us have faced 2x - 3x what we paid in free-market rent from pre-COVID. Debts and saving dispersal is the result for many of us who have struggled to stay for career reasons and awaiting with hope for affordable housing options only to see most of the opportunity go to lower wage earners and newcomers. Some relief is desperately needed for our long-time workforce residents. Many of us are

also single person households carrying as an individual all the utility and other costs multi-wage earner households can split. Ketchum needs to help middle-class earner such as our managers and other career individuals as well as the lower than average earners in my view. These folks tend to be longer term residents snd serve as a backbone of the local economy, and yet the vast majority of opportunity is being given to the lower-end earners in Cat 4 or below. It's not a wise path, in my view.

An approach that houses more workforce already working in the North Valley seems only fair. Newer residents can often take the lower paying jobs that the rest of us cannot afford to since we are paying massively inflated all along making ends meet however we can — multiple jobs, good banks, cutting back retirement savings, etc. Meanwhile, newly arrived folks are just starting in their careers or have parents to rely on for health insurance and other informal support. They get housing offers more easily! Those here for decades like myself have very few options as I have managed to get raises that put us over Cat 4 through

investing in my higher education and working extremely hard. I have also typically had 1-2 additional jobs to keep myself afloat and lived in relative poverty at time due to math. In other words, create more opportunity for long-term workers with middle incomes so long as assets are not in excess of caps. Other ways to

adjust could be student loans and retirement contributions rather than unadjusted/gross income, which fails to reflect reality for many long-term locals.

In looking at Aspen's cat limits, I noted the chart below — and this seems to be more realistic to what would could help address the workforce need:

Category Income Limits and Asset Caps (effective April 21, 2025)

Household Size	Category 1 (50% AMI)	Category 2 (85% AMI)	Category 3 (130% AMI)	Category 4 (205% AMI)	Category 5* (240% AMI)	RO Category
1-person	$48,050	$81,700	$124,950	$197,050	$230,700	No Income Limit
2-person	$54,900	$93,400	$142,800	$225,200	$263,650	No Income Limit

3) More transparency all the way from planned number of units in each category for a given project so the public can discuss and give feedback to the City and BCHA about what priorities are and who benefits to more information about what level of earners and in which industries are actually getting these limited and coveted housing opportunities.

Regards,

Pam Parker
pparkersv@gmail.com

To the staff and board of the BCHA,

A few comments and some feed back on the proposed changes to the organizations administrative policy document are below. Please

excuse any typos etc. as this is being written on a cell phone while traveling abroad…….

1. As the email requesting feedback was received on Friday May 16 and written input is due Tuesday May 20, I would suggest future review periods be longer to actually receive and consider thoughtful feedback from interested and invested community members.

2. While reading thru the redline version of the document, I was left with a sense of additional bureaucracy and process, more rules and details and an overwhelming feeling that administrative policies lean in favor of BCHA staff instead of supporting the community the organization aims to support. While clarifying some important areas of the policies, changes may also reduce flexibility and nimbleness to changing and unique situations in housing markets and community needs. It appears the document went from 29 pages to 40 pages.

3. Another general thought for this document is that it may be overwhelmingly technical and hard to understand for the typical audience. I consider myself well-versed in legal jargon and have many years of reading and interpreting documents similar to this. The general audience and what I would consider "customers" of the BCHA do not have such background and experience and can not afford to hire legal support. These customers can be left at a distinct disadvantage when expected to follow and understand all these policies and changes. Is there any way to be more user friendly?

4. Some specific feedback on the policies regarding buying/selling community housing:

   a. It might be helpful to understand how and when deed restrictions can be changed.

   b. The statement that "homeowners are

Responsible for the sale of their community housing unit" is very misleading. Based on recent experience, homeowners have very little control over the sale of their home. They can not set a price and they can not choose buyer. Even the timing of the sale can be dictated. Based on personal experience and additional feedback, community housing

owners often feel like their hands are tied and all steps in the sale of their property are outside of their control. It is not possible to be responsible for things you do not have control over.

c. There should be a specific statement highlighted in policies about selling housing that provides clarity to community housing owners that they can not buy a new residence prior to selling their unit or they may be in a forced sale situation. Of course this is hardly a practical way to move into the FMV housing market in the WRV, yet it is one of the BCHA policies. Alternatively, a policy supporting such a transition may be positively received by community homeowners and more realistic. Ex. Allowing a community homeowner to rent their unit until sold without penalty.

d. Many of the roles the BCHA staff have in processes (supporting the customers of its organization) do not have specific turn around periods stated. This puts the staff in a controlling position over the community it serves. Ex: Section 2(B) (1)(b) where a turn around time seems reasonable. Other response dates (for example with grievances and appeals) set for staff are now being lengthened, giving the sense the community members concerns lack urgency.

5- Finally, it would be helpful to understand in this document (or somewhere else?) the pros/cons of purchasing and selling community housing. While the housing market and financial markets are continually changing, buyers particularly need to be clear on the benefits and risks of entering these markets combined with the additional changing guidelines of the BCHA. For example, when BCHA changes qualification income levels and qualifying occupancy standards, sales of different housing categories can be greatly impacted. In personal experience, this communication and clarity are lacking.

As these policies and guidances are intended for both BCHA staff and the community the BCHA aims to help, this document provides a road map for both parties. It is important messaging and should be clearly understandable. It should protect both BCHA staff and participating community members, fairly and equitably.

Again, I apologize for any typographical errors or misunderstandings. I would have liked more time to provide feedback, but did the best I could given limited availability. I continue to be interested and personally vested in the policies and guidelines of BCHA.

Best regards,

Nancy Mendelsohn

Hi,

My comments are regarding Section 5,B and preserving the affordability of Community Homes. Existing developments should be included with these changes and their policies intensely reviewed.

At the Fields we were Special Assessed $12,500 in 18 months and our dues were miscalculated and increased 48% in that same period. All with services and amenities that are sub par.

Our unit is currently valued at $256,000 while units here have sold for $914,000.

Thank you for your time and consideration

Julie Bell, 208 720 4091
The Fields
150 Flower Dr #B, Ketchum

Hi Julie,

Thank you for your comment. Unfortunately, BCHA has no control of, or authority over, existing CC&Rs, which dictate dues and special assessments. BCHA doesn't even hold a vote on the HOA boards since we are not homeowners.

However, we are working to problem solve if there's anything we can do and the scale of the problem for all BCHA units. We aim to present recommendations to the Board for this challenging situation on the June 18th. This might include providing support and talking points to owners such as yourself so that you are better prepared to lobby your neighbors in support of changing the CC&Rs. I hope you'll stay tuned for the June meeting and provide feedback then.

Take care,

Carissa

May 21, 2025- Monthly Staff Update

These updates are meant to highlight new outputs or efforts and not reiterate regular responsibilities.

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

- Liz, the Program Administrator, has fully taken over compliance as Anns last day was 04/18/2025
- Rian has helped train Heather and Liz in use of Public House and Homekeeper
- Attended the AHMA Fair Housing for Maintenance training, which is designed to educate property managers & maintenance staff on fair housing laws and regulations. The training focused on preventing discriminatory practices by increasing awareness of how everyday interactions with residents can impact fair housing compliance. (Daniel)
- Participated in a four-hour Negotiation course facilitated by the Neuro Mediation Group. The training focused on effective negotiation strategies and techniques applicable to both professional and everyday contexts. This training supports enhanced communication and conflict resolution in BCHA's operations. (Daniel, Liz)
- Completed the HOME-ARP Grant annual audit by IFHA. Onsite audit April 29th was changed to virtual audit due to illness with an IFHA auditor. (Team)
- Director participated in the Women's Affordable Housing Network Summit, with ample learning and networking opportunities. (Carissa)

GOAL 2: RECOMMEND + ADVOCATE FOR POLICY THAT PROMOTES HOUSING

- Submitted a letter of support for the Hailey Comprehensive Plan update to the Hailey City Council and annotated identified action items with opportunities for collaboration with BCHA. Board Member Jenni Rangle provided verbal comment. (Rian, Carissa, Daryl, Keith, Jenni)
- Continuing to work on Analysis of Impediments to Fair Housing Choice. Finalizing demographic and market analysis portions. Developing a survey for general distribution to inform findings. (Rian)

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

<u>Transitional Housing</u>

- Conducted outreach meetings with case managers from partner organizations, including the Blaine County School District social workers, St.Lukes Center for Community Health, The Senior Connection, Man's Second Chance Living, The Alliance of Idaho, The Hunger Coalition, Family Health Services. The purpose of these meetings was to provide an overview of BCHA's services and to strengthen referral pathways by informing their staff on how they can connect individuals and families in need with our programs. (Liz, Daniel)
- Since the last Board meeting, four households—comprising a total of nine individuals—moved into Lift Tower. There were no move-outs during this period. At Silver Creek, two

individuals moved into a shared room, while two others moved out of a shared room, resulting in no net change in occupancy. (Daniel)

GOAL 4: INFORM, ENGAGE, COLLABORATE

- Hosted a virtual discussion and knowledge exchange on deed-restricted lending with banks and lenders from Aspen, including one Board member of Aspen Pitkin County Housing Authority, and the Wood River Valley. Provided good networking outcomes both for BCHA and local lenders (Rian, Carissa)
- Held Housing Partner meeting with 20 in person and 10 virtual community leaders. Local governments and housing and service providers presented on their progress. (Team)

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

<u>Process and data management</u>

- Creating process documents for recurrent processes & reviewing existing process documents (Team)
- Updating the Countywide Community Housing Inventory (Jacklyn)

<u>Data and application transition</u>

- HomeKeeper - Launched inviting applicants to apply for available units where they may be qualified for. Interested applicants now fill out their full application, staff reviews applications & documentation and communicates with applicant via the system. Continuing to gather feedback on how to improve systems and product (Rian, Heather, Liz)
- Built improved waitlist report that can enhance process for external referrals, like Bluebird (Heather, Rian)

<u>Application Review</u>

- Conducted 1st reviews on 4 full rental applications, 1 purchase application, and following up on applications with missing data. (Liz)
- Assisted 14 applicants with in-person application and Common Intake Form submissions. (Liz)
- Conducting 2nd reviews on application and qualifying them for purchases and rentals (Heather)

<u>Sale of Deed-Restricted Units</u>

- Under Contract: 2 Bedroom, Category 6 in Ketchum (Heather, Anna, Carissa)
- First time Homeowner moved in: 1 Bedroom, Category 4 in Ketchum (new construction)
- Working with City of Ketchum to get the Hyberborean Condos (3-Category Local units) ready for sale – repairs, light remodeling, CC&R's, etc. (Carissa, Heather, Jacklyn, Anna)

<u>Rental lease-up</u>

- Available
    - 1 bedroom, Category 4 in Ketchum

    - Studio, Category 2 in Ketchum
- In the pipeline, 2 additional units coming available for rent in the next month
    - Studio, Category 3 in Ketchum
    - 1 Bedroom, Category 3 in Ketchum

Compliance

- Working with legal team on enforcing compliance with two homeowners and three landlords (Liz, and Carissa)
- Working with 5 homeowners on annual compliance. (Liz)
- Working with 13 renters for their annual rental re-certification (Liz, Ann)

Policies

- Researched and drafted approaches to structuring HOA dues and special assessments in mixed income developments to achieve more affordable and equitable outcomes for community homeowners. Incorporating into policies for new construction. (Rian)
- Analyzed income, rent and asset limits for 2025 update. (Rian)
- Reviewed entire policy document as a team and with input from key partners (Team)

BLAINE COUNTY HOUSING AUTHORITY
Meeting Minutes
Wednesday, April 16, 2025, 10:30 AM
191 5th St W, Ketchum, ID 83333

CALL TO ORDER: By Board Vice-Chair Sarah Seppa *(00:00:15)*

ROLL CALL:
Keith Perry- Board Chair (via zoom)
Sarah Seppa- Vice Chair
Ana Torres- Board Member
Jennifer Rangel- Board Member
Daryl Fauth- Treasurer- Absent

ALSO PRESENT:
Carissa Connelly –Housing Director, BCHA Executive Director
Heather Nicolai –Housing Operations Manager
Liz Vargas —BCHA Program Administrator
Daniel Brown –BCHA Silvercreek Living Property Manager & Program Administrator
Jacklyn Highfill –Housing Administrative Assistant
Rian Rooney –Housing Fellow (via Zoom)
Muffy Davis –Blaine County Commissioner, BCHA- Blaine County Liaison
Tripp Hutchinson –City Councilmember, BCHA- Ketchum Liaison
Jessica Obenauf –Bellevue City Councilmember, BCHA- Bellevue Liaison

COMMUNICATIONS FROM BCHA BOARD: *(00:13:17)*
1. Public Comments in person- Cal (Gwen) Millar *(00:00:59)*

COMMUNICATIONS FROM BCHA LIASONS: Updates from the Liaisons on their jurisdictions
2. Liaison Reports *(00:06:04)*
    Response by Muffy Davis *(00:06:35)*
    Tripp Hutchinson *(00:11:34)*

COMMUNICATIONS FROM THE STAFF: *(00:07:47)*
3. Staff Update- Housing Director, Carissa Connelly

CONSENT AGENDA: *(00:11:00)*
4. Approval of March 19, 2025, BCHA Board Meeting Minutes
5. Approval of the March 2025 BCHA Financial Reports

MOTION TO APPROVE CONSENT AGENDA: *(00:11:11)*
MOVER: Jennifer Rangel
SECONDER: Ana Torres
AYES: Keith Perry, Ana Torres, Jennifer Rangel, Sarah Seppa
NAYS:
RESULT: ADOPTED

NEW BUSINESS: *(00:12:48)*
6. Mission Moment
-Presented by Daniel Brown *(00:39:21)*

7. Update on BCHA Advocacy Efforts
-Presented by Housing Fellow, Rian Rooney *(00:14:17)*
- Board question for Staff, Staff Response *(00:39:06)*

8. Appreciation Workshop
-Presented by Housing Director, Carissa Connelly *(00:39:06)*
- Board question for Staff, Staff Response *(01:00:31)*

MOTION TO ENTER INTO EXECUTIVE SESSION *(01:12:35)*
MOVER: Jennifer Rangel
SECONDER: Ana Torres
AYES: Jennifer Rangel, Ana Torres, Keith Perry, Sarah Seppa
NAYS:
RESULT: ADOPTED

RECORDING PAUSED FOR EXECUTIVE SESSION: *(01:13:05)*
9. 74-206 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

RECORDING RESUMED, EXECTUIVE SESSION ENDED: *(01:13:05)*

MEETING ADJOURNED *(01:13:20)*
MOVER: Keith Perry
SECONDER: Jennifer Rangel
AYES: Keith Perry, Ana Torres, Jennifer Rangel, Sarah Seppa
NAYS:
RESULT: ADOPTED

Respectfully submitted by:

_____
Carissa Connelly
City of Ketchum Housing Dir & BCHA Executive Dir

Approved by:

_____
Keith Perry
BCHA Chair

BLAINE COUNTY HOUSING AUTHORITY

Financial Reports for period ending April 30, 2025

Prepared on

May 14, 2025

BLAINE COUNTY HOUSING AUTHORITY
Budget vs. Actuals: Budget FY25
October 2024 - April 2025

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
4010 Sale of Real Estate - Elkhorn Rental to Ownership	219,661	140,000	79,661	156.90%
4050 City of Ketchum Contributions	300,000	278,781	21,219	107.61%
4060 Blaine County Contributions		87,500	-87,500	0.00%
4070 CH Admin Fee	4,975	2,917	2,059	170.59%
4100 Rental Income			0	
4110 Silvercreek - Rental Income	208,139	284,031	-75,892	73.28%
4115 Silvercreek - Laundry Income	4,395	2,772	1,623	158.55%
Total 4110 Silvercreek - Rental Income	**$ 212,534**	**$ 286,803**	**-$ 74,269**	**74.10%**
4130 Elkhorn - Rental Income	5,250	4,036	1,214	130.06%
Total 4100 Rental Income	**$ 217,784**	**$ 290,840**	**-$ 73,055**	**74.88%**
4300 Grants	50,922	64,167	-13,244	79.36%
4600 Miscellaneous Income	749		749	
Total Income	**$ 794,092**	**$ 864,204**	**-$ 70,112**	**91.89%**
Gross Profit	**$ 794,092**	**$ 864,204**	**-$ 70,112**	**91.89%**
Expenses				
7100 Administrative Services			0	
7110 Financial Services	9,363	2,333	7,029	401.27%
7120 Bank Charge	171		171	
Total 7110 Financial Services	**$ 9,534**	**$ 2,333**	**$ 7,201**	**408.60%**
7130 Liability Insurance	5,277	24,905	-19,628	21.19%
7140 Staff/Board Development	3,440	1,750	1,690	196.58%
7150 Subscriptions	1,809	793	1,015	227.98%
Total 7100 Administrative Services	**$ 20,060**	**$ 29,781**	**-$ 9,722**	**67.36%**
7200 Managed Rental Costs			0	
7201 Property Management Systems	1,084		1,084	
7210 Silvercreek - Expenses			0	
7211 Silvercreek - Operations	109,692	82,386	27,306	133.14%
7212 Silvercreek - Rental Expense	336,147	288,750	47,397	116.41%
Total 7210 Silvercreek - Expenses	**$ 445,839**	**$ 371,136**	**$ 74,703**	**120.13%**
7230 Elkhorn Village Units			0	
7231 Elkhorn Village HOA Dues	6,742	8,058	-1,315	83.68%
7232 Elkhorn Village Repair & Maintenance	6,537	1,407	5,130	464.63%
Total 7230 Elkhorn Village Units	**$ 13,280**	**$ 9,465**	**$ 3,815**	**140.31%**
Total 7200 Managed Rental Costs	**$ 460,203**	**$ 380,601**	**$ 79,602**	**120.91%**
7400 Contract Labor			0	
7410 Admin - Contract Labor		5,833	-5,833	0.00%
7430 Application Review and Placement - Contract Labor	60,000	5,833	54,167	1028.58%
7440 City of Ketchum Staffing Reimbursement	211,574	278,781	-67,207	75.89%
7450 Compliance - Contract Labor	12,400	14,434	-2,034	85.91%
7455 Legal Fees	11,763	11,667	96	100.82%
Total 7450 Compliance - Contract Labor	**$ 24,163**	**$ 26,101**	**-$ 1,938**	**92.58%**
Total 7400 Contract Labor	**$ 295,737**	**$ 316,548**	**-$ 20,811**	**93.43%**
7500 Office expenses			0	
7510 Computer & Comm. Expenses	4,216	4,184	32	100.77%
7520 Postal and Delivery Services	181	181	0	100.17%
7530 Furniture & Improvements	143	3,500	-3,357	4.07%
7540 Professional Services and Fees	125		125	
7550 Rent - BCHA Meriwether Office	6,785	6,598	187	102.83%
7560 Supplies	450	448	2	100.50%
Total 7500 Office expenses	**$ 11,900**	**$ 14,910**	**-$ 3,010**	**79.81%**

7600 Program Expenses			0	
7610 Applications, Forms, & Data Management	10,759	7,446	3,313	144.49%
7630 Data and Analysis	18,533	58,333	-39,800	31.77%
7640 Mediation	28,295	29,167	-872	97.01%
7650 Lease-up and Sales	44	1,458	-1,414	3.02%
7660 Printing and Reproduction	1,997	1,167	831	171.21%
7670 Translation & Interpretation	3,267	2,625	642	124.45%
7680 Public Education & Partnership Engagement	542	22,167	-21,625	2.45%
Total 7600 Program Expenses	**$ 63,437**	**$ 122,363**	**-$ 58,926**	**51.84%**
Total Expenses	**$ 851,336**	**$ 864,204**	**-$ 12,867**	**98.51%**
Net Operating Income	**-$ 57,244**	**$ 0**	**-$ 57,244**	
Other Expenses				
8030 Reconciliation Discrepancies-1	149		149	
Total Other Expenses	**$ 149**	**$ 0**	**$ 149**	
Net Other Income	**-$ 149**	**$ 0**	**-$ 149**	
Net Income	**-$ 57,394**	**$ 0**	**-$ 57,394**	

BLAINE COUNTY HOUSING AUTHORITY
Profit and Loss YTD Comparison
October 2024 - April 2025

	Oct 2024 - Apr 2025	Oct 2023 - Apr 2024 (PY)	Change	% Change
Income				
4010 Sale of Real Estate - Elkhorn Rental to Ownership	219,661		219,661	
4050 City of Ketchum Contributions	300,000		300,000	
4060 Blaine County Contributions		232,278	-232,278	-100.00%
4070 CH Admin Fee	4,975	1,735	3,241	186.83%
4100 Rental Income		0	0	
4110 Silvercreek - Rental Income	208,139	127,437	80,702	63.33%
4115 Silvercreek - Laundry Income	4,395	1,782	2,613	146.61%
Total 4110 Silvercreek - Rental Income	**$ 212,534**	**$ 129,219**	**$ 83,315**	**64.48%**
4120 Hi Country Motel - Rental Income		62,286	-62,286	-100.00%
4130 Elkhorn - Rental Income	5,250	10,450	-5,200	-49.76%
Total 4100 Rental Income	**$ 217,784**	**$ 201,955**	**$ 15,829**	**7.84%**
4300 Grants	50,922	64,289	-13,367	-20.79%
4400 Donations		20,000	-20,000	-100.00%
4600 Miscellaneous Income	749	5,631	-4,882	-86.69%
Total Income	**$ 794,092**	**$ 525,888**	**$ 268,204**	**51.00%**
Gross Profit	**$ 794,092**	**$ 525,888**	**$ 268,204**	**51.00%**
Expenses				
7100 Administrative Services			0	
7110 Financial Services	9,363	1,873	7,490	399.85%
7120 Bank Charge	171	153	18	11.74%
Total 7110 Financial Services	**$ 9,534**	**$ 2,026**	**$ 7,508**	**370.51%**
7130 Liability Insurance	5,277	5,798	-521	-8.99%
7140 Staff/Board Development	3,440	5,689	-2,249	-39.53%
7150 Subscriptions	1,809	1,129	680	60.19%
Total 7100 Administrative Services	**$ 20,060**	**$ 14,643**	**$ 5,417**	**37.00%**
7200 Managed Rental Costs		500	-500	-100.00%
7201 Property Management Systems	1,084		1,084	
7210 Silvercreek - Expenses			0	
7211 Silvercreek - Operations	109,692	47,837	61,855	129.30%
7212 Silvercreek - Rental Expense	336,147	73,185	262,961	359.31%
Total 7210 Silvercreek - Expenses	**$ 445,839**	**$ 121,023**	**$ 324,816**	**268.39%**
7220 Hi Country Motel - Rent paid for facilities		122,850	-122,850	-100.00%
7230 Elkhorn Village Units			0	
7231 Elkhorn Village HOA Dues	6,742	8,428	-1,686	-20.00%
7232 Elkhorn Village Repair & Maintenance	6,537	55	6,482	11786.00%
Total 7230 Elkhorn Village Units	**$ 13,280**	**$ 8,483**	**$ 4,797**	**56.54%**
Total 7200 Managed Rental Costs	**$ 460,203**	**$ 252,856**	**$ 207,347**	**82.00%**
7400 Contract Labor			0	
7420 Policy, Strategy and Management - Contract Labor		53,700	-53,700	-100.00%
7430 Application Review and Placement - Contract Labor	60,000	9,900	50,100	506.06%

7440 City of Ketchum Staffing Reimbursement	211,574	68,379	143,195	209.41%
7450 Compliance - Contract Labor	12,400	14,893	-2,493	-16.74%
7455 Legal Fees	11,763	10,000	1,763	17.63%
Total 7450 Compliance - Contract Labor	**$ 24,163**	**$ 24,892**	**-$ 730**	**-2.93%**
Total 7400 Contract Labor	**$ 295,737**	**$ 156,871**	**$ 138,866**	**88.52%**
7500 Office expenses		63	-63	-100.00%
7510 Computer & Comm. Expenses	4,216	11,142	-6,926	-62.16%
7520 Postal and Delivery Services	181	261	-80	-30.52%
7530 Furniture & Improvements	143		143	
7540 Professional Services and Fees	125		125	
7550 Rent - BCHA Meriwether Office	6,785	6,237	547	8.78%
7560 Supplies	450	1,136	-685	-60.35%
7570 Telephone & Internet		44	-44	-100.00%
Total 7500 Office expenses	**$ 11,900**	**$ 18,883**	**-$ 6,983**	**-36.98%**
7600 Program Expenses			0	
7610 Applications, Forms, & Data Management	10,759	14,150	-3,391	-23.96%
7630 Data and Analysis	18,533	24,210	-5,677	-23.45%
7640 Mediation	28,295	13,543	14,752	108.93%
7650 Lease-up and Sales	44	1,287	-1,243	-96.58%
7655 Ads		223	-223	-100.00%
Total 7650 Lease-up and Sales	**$ 44**	**$ 1,510**	**-$ 1,466**	**-97.08%**
7660 Printing and Reproduction	1,997	2,053	-55	-2.68%
7670 Translation & Interpretation	3,267	2,158	1,109	51.42%
7680 Public Education & Partnership Engagement	542	1,894	-1,352	-71.37%
Total 7600 Program Expenses	**$ 63,437**	**$ 59,516**	**$ 3,921**	**6.59%**
Total Expenses	**$ 851,336**	**$ 502,768**	**$ 348,568**	**69.33%**
Net Operating Income	**-$ 57,244**	**$ 23,119**	**-$ 80,363**	**-347.60%**
Other Expenses				
8030 Reconciliation Discrepancies-1	149		149	
Total Other Expenses	**$ 149**	**$ 0**	**$ 149**	
Net Other Income	**-$ 149**	**$ 0**	**-$ 149**	
Net Income	**-$ 57,394**	**$ 23,119**	**-$ 80,513**	**-348.25%**

BLAINE COUNTY HOUSING AUTHORITY
Profit and Loss by Property
October 2024 - April 2025

	Elkhorn Village	IHFA	Silver Creek Living	Total
Income				
4010 Sale of Real Estate - Elkhorn Rental to Ownership	219,661			219,661
4100 Rental Income				
4110 Silvercreek - Rental Income			208,139	208,139
4115 Silvercreek - Laundry Income			4,395	4,395
Total 4110 Silvercreek - Rental Income	**$ 0**	**$ 0**	**$ 212,534**	**$ 212,534**
4130 Elkhorn - Rental Income	5,250			5,250
Total 4100 Rental Income	**$ 5,250**	**$ 0**	**$ 212,534**	**$ 217,784**
4300 Grants		50,922		50,922
Total Income	**$ 224,911**	**$ 50,922**	**$ 212,534**	**$ 488,367**
Gross Profit	**$ 224,911**	**$ 50,922**	**$ 212,534**	**$ 488,367**
Expenses				
7200 Managed Rental Costs				
7201 Property Management Systems			111	111
7210 Silvercreek - Expenses				
7211 Silvercreek - Operations			109,442	109,442
7212 Silvercreek - Rental Expense			336,147	336,147
Total 7210 Silvercreek - Expenses	**$ 0**	**$ 0**	**$ 445,700**	**$ 445,700**
7230 Elkhorn Village Units				
7231 Elkhorn Village HOA Dues	6,209			6,209
7232 Elkhorn Village Repair & Maintenance	6,537			6,537
Total 7230 Elkhorn Village Units	**$ 12,746**	**$ 0**	**$ 0**	**$ 12,746**
Total 7200 Managed Rental Costs	**$ 12,746**	**$ 0**	**$ 445,811**	**$ 458,558**
7500 Office expenses				
7510 Computer & Comm. Expenses			338	338
7520 Postal and Delivery Services			15	15
7560 Supplies			2	2
Total 7500 Office expenses	**$ 0**	**$ 0**	**$ 355**	**$ 355**
7600 Program Expenses				
7650 Lease-up and Sales	926			926
Total 7600 Program Expenses	**$ 926**	**$ 0**	**$ 0**	**$ 926**
Total Expenses	**$ 13,672**	**$ 0**	**$ 446,166**	**$ 459,839**
Net Operating Income	**$ 211,238**	**$ 50,922**	**-$ 233,632**	**$ 28,529**
Net Income	**$ 211,238**	**$ 50,922**	**-$ 233,632**	**$ 28,529**

BLAINE COUNTY HOUSING AUTHORITY
Balance Sheet Comparison
As of April 30, 2025

	Total			
	As of Apr 30, 2025	As of Apr 30, 2024 (PY)	Change	% Change
ASSETS				
Current Assets				
Bank Accounts				
1100 Cash in Bank	0	0	0	
1110 DL Evans Checking	152,671	85,035	67,635	79.54%
1120 Checking US BANK-1848	-142	-142	0	0.00%
Total 1100 Cash in Bank	**$ 152,528**	**$ 84,893**	**$ 67,635**	**79.67%**
Total Bank Accounts	**$ 152,528**	**$ 84,893**	**$ 67,635**	**79.67%**
Other Current Assets				
1900 Uncategorized Asset	0	840	-840	-100.00%
Total Other Current Assets	**$ 0**	**$ 840**	**-$ 840**	**-100.00%**
Total Current Assets	**$ 152,528**	**$ 85,733**	**$ 66,795**	**77.91%**
TOTAL ASSETS	**$ 152,528**	**$ 85,733**	**$ 66,795**	**77.91%**
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 Accounts Payable	41,160	31,972	9,189	28.74%
Total Accounts Payable	**$ 41,160**	**$ 31,972**	**$ 9,189**	**28.74%**
Credit Cards				
2100 Visa - DL Evans	0	8,186	-8,186	-100.00%
Total Credit Cards	**$ 0**	**$ 8,186**	**-$ 8,186**	**-100.00%**
Total Current Liabilities	**$ 41,160**	**$ 40,158**	**$ 1,003**	**2.50%**
Total Liabilities	**$ 41,160**	**$ 40,158**	**$ 1,003**	**2.50%**
Equity				
3000 Opening Bal Equity	-313,390	-313,390	0	0.00%
3040 Retained Earnings	482,152	335,846	146,305	43.56%
Net Income	-57,394	23,119	-80,513	-348.25%
Total Equity	**$ 111,368**	**$ 45,575**	**$ 65,793**	**144.36%**
TOTAL LIABILITIES AND EQUITY	**$ 152,528**	**$ 85,733**	**$ 66,795**	**77.91%**

BLAINE COUNTY
HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date:	May 15, 2025	Staff Member:	Liz Vargas

Agenda Item: Recommendation to Approve Exception Request for Transitional Housing

Recommended Action:

"I move to approve the Exception Request to allow a current homeowner into the BCHA program."

Or

"I move to Approve the Exception Request to allow a current homeowner into the program, his stay in the program is conditional upon the disposal of his mobile home unit within 3 months of board approval."

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

The homeowner has requested an exception to qualify for BCHA. The request derives from our current policies not allowing homeowners to apply to our program. BCHA is unable to offer him housing due to being considered a homeowner.

"*No member of the Household may own developed residential real estate or a mobile home.*"

Background

A resident of Blaine County has lived in his mobile home since 1975. While he owns his trailer, the land it occupies is scheduled for sale in the near future. His friend who owns the land notified him 5 years ago that he would be putting it up for sale, 3 months ago his friend reached out to him and said he did not have exact details yet, but he needed to revamp his efforts of leaving. There is no contract agreement between the owner of the land, they stand on a verbal month-to-month lease. The resident finds himself facing significant challenges as the mobile home, which is over 50 years old, requires extensive repairs that far exceed its current value. The resident is on a fixed income, and affording these repairs is nearly impossible. Over the past five years, his living conditions have become hazardous, particularly as he relies on a very old wood stove for heat during the winter. Given the trailer's age and flammable materials, this poses serious safety concerns. The applicant also reports recently finding mildew throughout his unit and that small additions to the mobile home have fallen into disrepair (are "missing"). Staff plans to inspect the mobile home prior to the Board meeting.

He has reached out to BCHA and wants to apply for housing through our program. While there is currently nothing available under his household size and income category, he would be eligible for transitional housing. However, BCHA is unable to offer him housing due to being considered a homeowner.

Note that the current transitional housing prioritization policy would not prioritize this applicant. However, the following suggested addition does:

(e) Other Applicants residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter.

BCHA, alongside St. Luke's for Community Health, has helped Randy come up with a plan to dispose of his trailer, which would then make him eligible for BCHA. However, the residents would need a place to go during and after the disposal process.

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 into the BCHA program. His stay in the program is conditional upon the disposal of his mobile home unit within 3 months of board approval.

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

CRITERIA	STAFF RECOMMENDATION
undue hardship or burden on BCHA 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: **- Resources:** The resources of the entity that would be providing the accommodation	**NO:** The applicant has already filled out a full rental application, and BCHA has availability to house him in one of the transitional housing units. Temporarily housing the Applicant would not be unreasonable or burdensome. BCHA would need confirmation of the conditions being met.

- **Purpose**: Whether the accommodation would undermine the purpose of the requirement - **Nexus**: Whether there is a clear connection between the requested accommodation and the individual's circumstances - **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** – Due to the extensive repair costs and not having an alternative place to move the mobile home, even if he wanted to. The applicant is faced with undue hardship.
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** – the applicant's financial and living situation, along with limited housing resources in our community, 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** – Applicant does not have any safe, viable housing, including his current home, without BCHA assistance. Not having a movable trailer extends beyond the owner's ability to sell it or relocate it.
Approval would be **consistent with the spirit, purpose, and intent of the Policies.**	**YES** – BCHA would be providing housing stability to an Applicant in much need of safe, stable housing without alternative options.
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 –** Even though a homeowner is being approved to rent through BCHA, he will need to dispose of his mobile home.
Approval would **not conflict with any provisions of the BCHA Deed Covenant** on the property subject to the request.	**NO –** There is no deed covenant
Approval is **the only reasonably available remedy** to the undue hardship or burden, and the exception is not overly broad in its scope	**YES** – there are no other housing providers that would be able to help this applicant is his current situation.

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

Attachments:

1. Resolution 2025-06

RESOLUTION 2025-06
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 enter the BCHA program; and

WHEREAS, the owner is requesting that BCHA provide exceptions to allow for him to rent a transitional housing unit while he disposes of his current home; 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 his current home is uninhabitable; 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

BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date:	May 21, 2025	Staff Member:	Carissa Connelly

Agenda Item: PUBLIC HEARING: Recommendation to update and adopt BCHA's Policies

Recommended Action:

"I move to approve the updated Community Housing Administrative Policies"

or

"I move to approve the updated Community Housing Administrative Policies with specific changes"

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

GOAL 5: STEWARD/PRESERVE + EXPAND PORTFOLIO OF DEED-RESTRICTED HOMES
ACTION: CONDUCT ANNUAL UPDATE TO COMMUNITY HOUSING GUIDELINES, ADD CATEGORY LOCAL AND WORKFORCE POLICIES

The last update to BCHA's Policies was May 2024. Since then, staff have encountered a range of scenarios, processes have been clarified, and challenge areas highlighted. To that end, staff met together to review the Policies for over fourteen hours and additional time reviewing independently. Staff reviewed "Section 5. Developer Owners and Property Management "with two local developers who have recently produced and manage many community homes. Staff also reviewed "Section 4. Community Housing Ownership" and portions of Section 5 with BCHA's real estate contractor and Board member, Daryl Fauth, who is an expert in title and real estate transactions.

There were also several policies that the Board had approved over the last year or so that had not yet been integrated into this larger document. They are now included in this draft. While there seem to be a lot of changes in the document with deletions and insertions, many of those are actually moves that Word would not recognize as such. Staff recommend reviewing the Substantial Changes document and, for more detail, the clean version of the draft. The original version is best viewed online at https://www.bcoha.org/community-housing-policies.html.

Staff have notified all applicants, owners, tenants, and newsletter subscribers of this public hearing item.

Attachments:

- Resolution 2025-07

- Substantial Changes document
- Redlined document
- Draft Community Housing Administrative Policies

RESOLUTION 2025-07
BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

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

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

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

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

WHEREAS, the BCHA Board reviewed the updated policies and adopted the policies as BCHA's exclusive community housing policies on May 8, 2024; and

WHEREAS, BCHA administrative staff have determined that there could be greater clarity of processes, wording, and organizing of the document; and

WHEREAS, BCHA administrative staff sought confirmation by legal counsel that updating certain policies need to be updated to better align with BCHA's policy goals and relevant regulations; and

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

Section 1. The Blaine County Housing Authority Board of Commissioners approves adopting the updated BCHA Community Housing Policies on May 21, 2025, set forth in Exhibit A, attached and incorporated herein,

Section 2. The Blaine County Housing Authority Board of Commissioners authorizes the request to record the BCHA Community Housing Policies as adopted by this Board on May 21, 2025, set forth in Exhibit A, attached and incorporated herein, and directs the Executive Director to proceed with the recording of the BCHA Community Housing Policies as set forth in this Resolution.

[*This space left intentionally blank]*

DATED this ____day of _____, 2025

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

_____ _____

Executive Director

Chair

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

BLAINE COUNTY HOUSING AUTHORITY

Community Housing Administrative Policies SUBSTANTIAL DRAFT CHANGES, May 21, 2025

Table of Contents

We are committed to equal housing opportunities. We do not discriminate based on race, color, religion, national origin, sex, gender, sexual orientation, disability (physical or mental), familial status, or creed.

Section 1. Introduction

B. CLARIFIED: Purpose of Policies

1. The purpose of these Policies is to define and describe the process and qualifications of renting, purchasing, and selling Community Homes within Blaine County. ADDED: These are the parameters by which BCHA administers Deed Covenants and Community Homes in its program. BCHA staff are required to follow, implement, and enforce these Policies: Any exceptions can only be approved by the BCHA Board of Commissioners.
2. CHANGED FROM: These Policies "do not replace" professional guidance available from BCHA staff. TO: The Policies "are supplemented" by professional guidance available from the Blaine County Housing Authority (BCHA) staff.

C. Role of The Blaine County Housing Authority

Reverted to the original language of BCHA's Creating Resolution from Blaine County. It states, "*Recognizing that the Wood River Valley is one social and economic unit, the Board of County Commissioners believes it can better fulfill the affordable housing needs of the County's residents by creating a county housing authority that represents all of its citizens through participation by the County and all of the Cities in the County as members of its governing body. By granting each governmental jurisdiction a more direct voice in the selection of the Board members, we believe the organization will be more representative and more effective fulfilling the housing needs of each jurisdiction and the county as a whole….The County Board desires that the Housing Authority prioritize its services in the following areas:*

1. *Assist the County, cities and private developers with planning affordable housing.*
2. *Perform periodic needs assessments and program studies to assure that Agency programs are productive and effective and advise the county and Cities of any policies and programs changes that would facilitate development of affordable housing.*
3. *Act as a clearing house for the delivery of housing product and placement of qualified applicants by maintaining a current list of applicants, qualifying purchasers and renters and aiding applicants with the purchase or rental of available Community Housing.*
4. *Generate, maintain and update Community Housing Guidelines (Policies) and deed restrictions; and monitor compliance by developers, buyers and renters.*

5. *For its own account, or in concerts with others, develop affordable housing within the County.*

Nothing in this section shall preclude BCHA from undertaking other projects as authorized by Idaho Code. Additional responsibilities and direction, as adopted by the BCHA Board of Commissioners, are described in BCHA's long-term Strategic Plan and Annual Action Plans."

E. Income Categories

4. REMOVED: Net worth as component of determining Income Category. Establish a single net worth for eligibility (excluding retirement accounts) for ease of administration and Applicant understanding.

5. ADJUSTED: BCHA will not qualify a Tenant for the rental of a Community Home designated Category 1 through 6 to an Applicant whose income category is higher or lower than the unit's designated category. BCHA will not qualify a buyer for the sale of a Community Home designated Category 1 through 6 to an Applicant whose income category is higher than the unit's designated category.

F. Definitions

3. **ADDED: Assets** - Assets used to provide equity in the purchase of a Community Home are considered Assets for BCHA's purposes. Assets in retirement accounts that will be taxed or penalized for retrieval prior to retirement will not be considered Assets for BCHA's purposes.

6. **Capital Improvements** - … CHANGED: Allow replacement to count as a Capital Improvement. CLARIFIED: For Capital Improvements to be included in the Maximum Sales Price calculation, they must be approved by BCHA during annual review and not considered luxury or for a limited population group.

7. **CLARIFIED: Community Housing/Home** - ... Homes that first prioritize or are restricted to employees of specific employers are not considered Community Housing.

9. **CLARIFIED: Person with a Disability** - A person who is any (1) a person who has a physical or mental impairment that substantially limits one or more major life activities; (2) a person who has a history or record of such an impairment; or (3) individual who is perceived by others as having such an impairment.

10. **ADDED: Employee Housing** - Housing which is required to be developed in conjunction

with an organization and is intended for rental by the employees of the enterprise.

11. **CLARIFIED: Employee** - … Breaks in these employment requirements that do not disqualify applicants include temporary physical or mental disability, family medical leave, and education or training.

14. **ADDED: Full Application** – The final determination of eligibility and priority for a current housing opportunity which requires documentation.

19. **CLARIFIED: Income Category** –

    a. For a household, the classification of a household's annual income as a percentage of the Area Median Income, adjusted for household size as defined by BCHA.

    b. ADDED: For a Community Home, the classification as determined by the Deed Covenant and/or relevant land use agreements.

21. **CLARIFIED: Debt** - Monetary obligations and liabilities owed by an Applicant.

REMOVED BECAUSE NOT REFERENCED ELSEWHERE: 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, a n d excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.

22. **CLARIFIED: Local Person with a Disability** - A person who meets the definition of "Person with a Disability" and who either
    a. lived in Blaine County at least nine (9) out of every twelve (12) month period for the previous two years or
    b. was a Full-Time Employee in Blaine County immediately prior to their disability.

23. **CLARIFIED: Local Employee** - A person who meets the definition of Employee for their work with one or more Local Employer(s).

24. **CLARIFIED: Local Employer** - A business whose business activity is primarily located within Blaine County and whose business employs person(s) physically working within Blaine County. Employers that create and manage short-term rentals are not considered a Local Employer.

25. **CLARIFIED: Local Senior** – A person 65 years or older who meets at least one of the following definitions:
    a. was a Local Employee for at least five of the six years prior to reaching age 65 (or

older) and continued living at least nine (9) out of every twelve (12) month period in Blaine County since reducing work hours or retirement; and/or

b. was a Local Employee for at least ten of the fifteen years prior to reaching age 65 (or older), and continued living at least nine (9) out of every twelve (12) month period in Blaine County since reducing work hours or retirement.

27. **Maximum Housing Costs** – CLARIFIED: The maximum monthly cost (including but not limited to the rental or mortgage fees, utilities, internet, management fees, taxes, dues, snow removal, pet fees, HOA fees, etc.) paid by a Tenant of a community home. ADDED: The Maximum Housing Cost is the upper limit of total allowed housing costs and is not a guarantee of Applicant interest at that price.

29. **ADDED: Mobile Home** - A structure, constructed according to HUD/FHA mobile home construction and safety standards, built on a steel chassis and fitted with wheels, that is designed to be used as a dwelling with or without a permanent foundation when connected to required utilities.#

30. **Net Worth/Household Net Worth** - …ADDED: For Applicants near the limit of maximum Net Worth for their Income Category, upon request, Assets used for closing costs in the purchase of a Community Home could not be considered Assets for BCHA's purposes.

32. **Regular Dues.** Recurring payments owed to a Homeowners Association (HOA) to cover Operating Expenses and Capital Reserves.
    (a) Operating Expenses: Recurring, day-to-day costs to run the HOA and maintain shared property or services. Examples include landscaping/snow removal, utilities for common areas, property management, maintenance, insurance, legal and accounting fees.
    (b) Capital Reserves (Reserve Fund): Savings set aside for repairs or replacements of shared property and infrastructure in the future.

34. **ADDED: Special Assessment –** One-time charges levied on homeowners when an HOA does not have enough Capital Reserves to cover an unexpected or underfunded major expense. Special Assessments are calculated and assessed separately and in addition to HOA Regular Dues.

37. **CLARIFIED: Waitlist** – Applicants from the Applicant Database that meet screening criteria for a specific property and ordered by priority.

Section 2. Qualifying to Rent or Purchase Community Housing

A. Prioritization and Basic Qualifications for the Rental or Purchase of Community Housing

(c) CLARIFIED: No member of the Household may own developed residential real estate or a mobile home, in or outside the United States (excluding shared inheritance of less than 50% ownership). If Applicant currently owns a home but plans to sell, Applicant must provide adequate proof of marketing and a listing agreement with an agent. BCHA may require additional documentation.

3. CLARIFIED (adopted November 29, 2023 but not integrated): For Transitional Housing, prioritization will also be determined by the criteria, in order of priority. If an Applicant meets more than one criteria, their highest priority criteria will determine their location on the Waitlist.

(a) Applicants with children and pregnant women who have been residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter.

(b) Applicants who have been residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter when a member of the Applicant household has a disability, enhanced service need or has experienced multiple periods of homelessness over the last 3 years.

(c) Domestic violence survivors: Applicants with at least one person who identifies domestic violence experience as the primary reason causing their housing crisis.

(d) Applicants in the early stages of alcohol and other drug addiction recovery-individuals and families with at least one person who recently began receiving services to assist in their recovery from alcohol or other drug addiction.

(e) Other Applicants residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter.

(f) Other Applicants with children, based on date entered the Applicant Database.

(g) Other Applicants, based on date entered the Applicant Database.

4. ADDED: For Bluebird Village, prioritization criteria is set by Ketchum City Council and Idaho Housing and Finance Association and is available on BCHA's website.

B. Applying to Rent or Purchase of a Community Home

1. Common Intake Form

(c) ADDED: For referrals to Bluebird Village, BCHA will also require verification of local employment or local status.

(d) ADDED: For BCHA-administered Employer Housing, see Section 2.F. for addition

(e) CLARIFIED: For other housing not in BCHA's portfolio, Applicants must work

directly with the property managers to be considered for their properties, including but not limited to filling out their application. For BCHA Community Homes, the process is outlined in B.2.

2. CLARIFIED + CHANGED (adopted version November 29, 2025): Alternative process for transitional housing placement after a traumatic or sudden, extreme event. Applicant can be placed for seven days in transitional housing after completing a Common Intake Form and submitting pro-rated rent for seven days. Applicant has seven days to complete a Full Application and thirty days to cure any non-compliance with program eligibility.

3. Full Application and Applicant Selection Process

   (a) ADDED:

      II. Fire code as consideration for Occupancy Standard. Also, Category Local and owner-occupied roommate arrangements that meet the criteria in Section 4.J.

   (b) CLARIFIED: Applicant Selection Process and the creation and prioritization of a Waitlist.

   (c) CLARIFIED: Rentals: Property Manager is connected with three Applicants and can conduct their own screening (background, credit, rental history).

   (d) CLARIFIED: For Sales: Applicant will be invited to submit an offer based on their order on the Waitlist. [*Adjust if lower incomes will be allowed second priority*]

C. Verifying Full Application Information

CLARIFIED: BCHA will require updated documentation if previously submitted documents are 3 months old or more. All information and documentation submitted must be held confidential to the extent allowed by law. Such documentation is used to determine that an Applicant meets the criteria set forth in Sections 2.A and 2.B.

CLARIFIED: Documentation required.

4. ADDED: a soft pull credit report to check for mortgages.

5. ADDED: An email from a lender is sufficient in stating Applicants' annual income and net worth.

D. Staying on BCHA's Applicant Database

1. CLARIFIED: If Common Intake Form is incomplete, Applicant will not enter BCHA's Applicant Database.

2. CLARIFIED: If any information is deemed, in the sole opinion of BCHA, to be inaccurate and the Applicant is unable or unwilling to provide corrected information or documents, the Applicant will be removed from the Applicant Database. If any information is deemed to be falsified, the Applicant will also be Terminated from BCHA's Housing Programs.

3. CLARIFIED: On an annual basis, as part of the cull process to clear out uninterested Applicants and outdated information, BCHA will email a request to update the Common Intake Form. If information is not updated by the deadline provided in BCHA's email, the applicant will be removed from the Applicant Database.

4. CLARIFIED: When an Applicant rents a Community Home, the Applicant will remain in the Applicant Database.

5. CLARIFIED: When an Applicant purchases a Community Home, their Common Intake Form is removed from the Applicant Database. If an owner of a Community Home wishes to purchase another Community Home, they must complete a new Common Intake Form and their initial application date will be honored. BCHA will work with the Applicant to ensure that their current Community Home is sold as they transition to their new home.

6. CLARIFIED: Applicant will also be removed from the Applicant Database if the following occurs:
   (a) Applicant does not respond to BCHA's request for additional information within the deadline designated in the request.
   (b) Applicant failed to do either of the following:
      i. Respond to two requests for information, or to provide, within the necessary time limits, the required verification to determine eligibility/ continued eligibility.
      ii. Failed to show to two appointments.
   (c) ADDED: For BCHA's Transitional Housing occupants: If an Applicant declines or fails to respond to three (3) opportunities that align with their income category, household size, location, and interest in renting or ownership, the Applicant will be automatically removed from BCHA's waitlist. Applicants that are interested in both renting and ownership will be offered three opportunities total.

E. CLARIFIED (adopted October 16, 2024 but not integrated) BCHA's Termination Policy for Housing Programs

In addition to the eligibility criteria, BCHA is not required or obligated to serve Applicants or

program participants who:

1. Have engaged in abusive, violent or threatening behavior directed toward BCHA staff or neighbors. Applicants who have a history of such behavior may be denied participation in BCHA's programs for a minimum period of ten (10) years.
2. Have, within the prior ten (10) years, been in violation of BCHA's Community Housing Policies, a BCHA Lease, Lease Addendum or Deed Covenant.
3. Currently owe rent or other money to BCHA or to another affordable housing program.
4. Have failed to respond to two written requests for information, two requests to declare continued interest in the program, or failed to show to two appointments. Have failed to provide, within the necessary time limits, the required verification to determine eligibility/ continued eligibility. Such requests include, but are not limited to, required documentation for application review, the annual homeowner questionnaire and rental recertification paperwork.
5. Have misrepresented any material fact to BCHA at any point, including during the BCHA Application or compliance review process.
6. Have committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information relating to their housing benefits.
7. Lack the ability to maintain their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents.
8. Whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for BCHA to deny eligibility:

   (a) A record of non-payment of rightful obligations, including rent and utilities;
   (b) A record of disturbance of neighbors or destroying property;
   (c) A record of poor living or housekeeping habits which could adversely affect the health, safety or welfare of other tenants;
   (d) A determination by BCHA that the use of alcohol or drugs by an applicant would likely result in conduct that would adversely affect the project environment.

Any Applicant or program participant who is denied will be notified by BCHA. An Applicant may request a review of any such denial pursuant to the steps set forth in Section 6. "Procedures for Exceptions and Grievances."

Section 3. Renting Community Housing

CLARIFIED: BCHA, as the program administrator, BCHA will facilitate the rental of a Community Home and provide a Waitlist of qualified Applicants to the rental property manager. The Property Manager is responsible for conducting any additional checks that they require to determine eligibility, so long as their review doesn't violate these Policies, landlord-tenant law, or the Fair Housing Act.

A. MOVED: Landlord/owner lease-up obligations

B. MOVED: Ongoing Obligations for Landlords/Owners Renting Community Housing

A. Ongoing Requirements for Tenants Renting Community Housing

2. CLARIFIED: To begin this re-certification process, approximately sixty (60) days prior to lease expiration, BCHA will send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.

3. At a minimum, annually, the Tenant must, within 10 business days of receipt, complete the required form and provide the required documentation. ADDED: Failure to do so by the deadline provided will result in a $300 fee. CLARIFIED: Failure to respond to BCHA's final contact attempt will result in the Tenant's lease not being renewed, removal from BCHA's Applicant Database, and terminated from all BCHA Housing Programs.

4. CLARIFIED : See Exhibit A for BCHA's Lease Addendum of required, program-related terms.

5. CLARIFIED: See Termination Policy in Section 2 XXX.

B. Income Limits differing at Re-Certification

1. CLARIFIED: If, upon re-certification, BCHA determines that the Tenant no longer meets the Income Category requirements (up to 2 income categories over deed restriction category), the Tenant may execute a new lease on the same Community Home with exceptions.

2. CLARIFIED: Community Housing Tenants remain in BCHA's Applicant Database, meaning that the Tenant first entered the Applicant Database determines their Waitlist priority, should they chose to or are required to move.

3. CLARIFIED: Tenant's Income Exceeds Unit's Income Designation
    I. With an income increase at 1 category higher than the Community Home's

designated income category, the Tenant's housing costs cannot exceed the Maximum Housing Cost for the Community Home's designated income category.

II. When the Tenant's income increases two (2) categories or more above the Community Home's designated income category, the tenant can choose to execute a new twelve (12) months lease. The Maximum Housing Cost charged by the property manager (or a rent amount less than the Maximum Housing Cost) of the Community Home's designated income category and paid to the property manager. The Tenant will also pay the difference between that amount and the Maximum Housing Cost of their new income category to BCHA.

A. ADDED: For example, if a Tenant leases a Community Home designated Income Category 3 and, upon re-certification is determined by BCHA to now be in Income Category 5, the Tenant would continue to pay rent to the property manager based on Income Category 3 Maximum Housing Costs. BCHA would also invoice the Tenant for Maximum Housing Costs of Category 5 (same unit size as the Tenant's Community Home) minus the Maximum Housing Costs of the Income Category 3 Community Home.

B. CLARIFIED: During the subsequent lease term(s), the BCHA team will work with the Tenant to identify alternate housing. If during this subsequent lease(s) term an over-income Tenant declines or fails to respond to three (3) opportunities that align with their income category, household size, location, and interest in renting or ownership, and their income has remained two (2) or more income categories above the Community Home's income category then the lease will not be renewed.

4. ADDED: Tenant's Income Falls Below Unit's Income Designation

I. In the event a Tenant's income falls below the Community Home's income designation at recertification, BCHA will begin providing opportunities – as they arise – at the Tenant's new income category and that meet the other criteria in Section 2.

C. Maximum Housing Costs (Rentals)

3. CLARIFIED: For tenant-paid utilities or new developments, property manager must use a BCHA- approved analysis or use BCHA's Utility Allowance Analysis. BCHA's Utility Allowance Analysis estimates costs based on each unit's size, appliances, and heat source and available on BCHA's website.

Section 4. Community Housing Ownership
COMBINED SECTIONS 4 (PURHCASING) AND 5 (SELLING)

A. MOVED TO SECTION 2: Additional Qualifications to Purchase

A. CLARIFIED: Policies for the Purchase and Sale of a Community Home

B. CLARIFIED: Seller-Initiated Process

C. ADDED: Forced Sale Due to Owner Non-Compliance

In the event an owner is out-of-compliance with their Deed Covenant or these Policies, BCHA will provide written notice of the out-of-compliance and how to "cure" the issue. If the issue is not cured within the timeframe specified in the letter, BCHA will consider the owner to be in default of their Deed Covenant and will force the sale of their Community Home. In addition to requirements in the Deed Covenant and Policies in Section 4.A. and 4.B., the owner must make the following good faith effort to sell the Community Home. BCHA may require the owner to take any of the following actions:

1. Execute a listing agreement with BCHA's real estate contractor or execute a listing agreement with a Blaine County licensed real estate agent and pay the listing agent's Selling Office Commission.
   (a) If seller chooses to list with BCHA's real estate contractor, the Administration Fee will be adjusted accordingly and as determined by BCHA staff.
2. After 90 days of marketing, offer a credit to buy-down the buyer's interest rate for 1% of the listing price. Any offers made that meet these new conditions must be accepted.
3. After 90 days of marketing, or reduce the listing price by 10%. Any offers made that meet these new conditions must be accepted.

E. CLARIFIED: Calculation of Maximum Sales Price

G. CLARIFIED: Ongoing Requirements for Community Home Ownership

H. ADDED: Long-Term Absences, Only with Board Approval

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.

I. CLARIFIED: Long-Term Rental Options during Board-Approved Long-term Absences

J. ADDED: Long-Term Rental Options During Owner Occupancy

1. If an Owner of a Category Local Community Home seeks a roommate while they continue to

occupy the Community Home, the roommate must be reviewed and approved by BCHA for local priority prior to lease execution and occupancy.

2. If an Owner of Community Home with Income Category 1 through 6 seeks a roommate while they continue to occupy the Community Home, they must first notify BCHA of the intent.
    (a) Only Income Category 1 qualified Applicants will be considered.
    (b) At least sixty (90) days notice must be given, so that BCHA can request permission from the local government that created the Community Home and designated the Income Category.
    (c) If the local government approves, any potential roommate must be reviewed and approved by BCHA for local priority prior to lease execution and occupancy. Annual compliance requirements must be followed, as with any other BCHA Tenant. Upon request, BCHA will contact potentially eligible Applicants in its Applicant Database.
    (d) The following conditions will also apply:
        I. The owner must continue to use the Community Home as a Primary Residence.
        II. Minimum of 12-month lease.
        III. Housing costs for the Tenant must not exceed the maximum housing costs of Income Category 1, as determined annually by BCHA.
        IV. Owner must notify BCHA if the Tenant falls out of compliance with the Policies.
        V. Owner must notify BCHA when a Tenant plans to vacate so that the replacement search can begin.
    (e) If a potential buyer can only qualify for a Community Home and meet the applicable occupancy standards by having a roommate, the occupancy standards will continue to apply for a five-year period after purchase. Over that five-year period, the occupancy standards could be met by having a BCHA-qualified roommate or by growing the owner's household (relative, partner/spouse/significant other).

Section 5. Developer Owners & Property Management

A. ADDED: Development Guidance

BCHA requests that developers meet with staff and provide materials in advance of submission of pre-application/design review to Blaine County's local government' Planning and Zoning Commissions. At that time, BCHA staff can review extenuating circumstances.

BCHA recommends that Community Homes meet the following guidance:

1. A Community Home is located above ground level.
2. For buildings without direct entrances to the units, the Community Home has access via the same entrance as the market rate homes. Alleyway access is not preferred.
3. A Community Home has adequate natural light, with a minimum of 10% of the floor area covered by windows or skylights.

In addition, bedroom count in a unit directly correlates to maximum achievable rent. A bedroom for the sake of BCHA's maximum housing costs and occupancy standards is defined as an area that meets fire code for sleeping and which has a door that closes and has floor to ceiling walls. Prior to marketing a Community Home, BCHA will conduct an inspection to confirm the number of bedrooms.

B. ADDED: Homeowners Association Assessments, Dues, and CC&Rs (Ownership Community Homes)

1. To preserve the affordability of Community Homes for ownership in new developments with a mix of income categories or Community Homes and market units, the Covenants, Conditions and Restrictions (CCRs), or like governing documents, must meet certain standards. BCHA must review CCRs that will be recorded for a development that includes Community Homes for ownership as well as any subsequent amendments thereto for compliance with the following standards and affordability concepts of these Policies.
2. Homeowners Association Regular Dues (operating expenses and capital reserves collected regularly) and Special Assessments (one-time charges levied and assessed separately and in addition to Regular Dues) must be calibrated for Community Homes based on and limited to a Community Home's proportional value to the total value of all units in a development. Market rate unit Regular Dues and Special Assessments can be allocated among market rate units as determined by the HOA, but the maximum allowable percentage for Community Homes may not exceed the proportional value of each Community Home to the whole development.

For the purposes of this calculation, the value of each unit type will be determined as follows:

(a) Market Units: The value of each market unit in a development is the Blaine County Assessor's assessed value for the unit. If in the first year of the development that Homeowners Association Regular Dues are assessed the unit does not yet have an assessed value, the value of each market unit is its original sale price or listing price established by the developer.

(a) Community Homes: The value of each Community Home in a development is the Blaine County Assessor's assessed value for the unit. In the first year that Homeowners Association Regular Dues are assessed the value of each unit is the Maximum Sales Price, as determined by BCHA.

3. Financial impact of Special Assessments on Community Homeowners must be further reduced. BCHA options for Special Assessments include the following:
   (a) Option 1: Exempt Community Homes from Special Assessments. Some HOAs with Community Housing Units (e.g. Elkhorn Springs) exempt those units from Special Assessments entirely.
   (b) Option 2: BCHA-approved hard cap on Special Assessments for Community Homes. Special Assessments could be capped so as not to be overly burdensome on community homeowners. Allow for amortized Special Assessment payments for Community Homes at no additional interest. CC&Rs can require that Special Assessments for Community Homes must be amortized over a period such that the maximum payment requirement is no more than a percentage of the annual obligation for the HOA Dues.
      i. For example: In any given year, the maximum Special Assessment for a Community Housing Unit cannot exceed a percentage of the annual HOA dues for that unit.
   (c) Option 3: Any other BCHA-approved reduction.

4. In addition, the CC&Rs must contain the following:
   (a) Capital reserves must be funded with at least 25% of annual operating costs.
   (b) HOA Regular Dues cannot be increased by more than 5% annually for Community Homes.
   (c) Community Homes are exempt from Special Assessments on the following:
      i. Luxury improvements and items: Any item or feature of an item that is not essential or necessary but is an amenity or desired bonus that adds pleasure, comfort, or convenience to either aesthetics or function and which may increase the market values of the unrestricted properties.

ii. Limited common areas or exclusive use common areas & amenities that are not accessible for use by Community Homeowners.

(d) HOA must provide Community Homeowners or BCHA with the Regular Dues structure, upon request.

(e) Any changes to the CC&Rs or other governing documents impacting the calculation of Regular Dues or Special Assessments for Community Homes require BCHA's approval.

C. Calculation of Maximum Sales Price

1. CLARIFIED: For Newly Constructed or Acquired Community Homes.

D. Maximum Housing Costs (Rentals)

1. ADDED: BCHA does not accept Category 6 (140% AMI) rentals. Those are instead considered Category Local and must follow the Category 5 Maximum Housing Costs.

E. Property Manager /Owner Lease-up Obligations

3. ADDED: Property manager must provide the lease for Applicant review at least 48 hours before lease execution, unless the Applicant waives this right by notifying BCHA.

4. CLARIFIED: The final determination and offer of tenancy to an Applicant is the decision of the owner, not BCHA. However, the following applies:
   (a) The property manager must follow the Fair Housing Act in their selection of the tenant
   (b) The property manager must not deny a tenant because of source of income, such as a tenant-based rental assistance (also known as housing vouchers or Section 8).
   (c) ADDED: If criminal history is considered, property manager must consider how long ago a conviction occurred, the severity of the crime, the specific type of crime, and whether such a crime impacts the physical building or health and safety of neighbors and staff.
   (d) ADDED: If credit history is considered, the credit score must not be the sole cause for denial but one of other factors such as timely payments or property manager reference.
   (e) If property manager /owner denies an Applicant, they must provide written justification and evidence (criminal background check, credit history, landlord reference), if any, explaining the denial and provide the Applicant an opportunity to appeal. This will assist BCHA in facilitating housing access for that Applicant.

5. ADDED: If property manager is provided five qualified tenants for one unit and there is no interest in renting because of the rental rate plus utilities, then BCHA can require the total housing cost to be reduced in 5% increments.

F. Ongoing Obligations for Property Managers /Owners

2. ADDED EXCEPTION: All leases must be for a 12-month period or more, except for exceptions outlined in these Policies or if both the Property manager and the Tenant mutually agree on alternative terms. Both Property manager and Tenant must directly communicate with BCHA confirming the voluntary terms of the lease.

4. CHANGED FROM 5 DAYS TO 10: Property manager must notify BCHA within ten (10) business days of receiving a notice from a tenant that they will vacate, or have vacated, the unit. ADDED: If a renter falls out of compliance, BCHA will notify the property manager of whether they must provide a thirty (30) day notice to vacate or not renew the tenant's lease. A copy of the Notice to Vacate must be provided to BCHA.

5. ADDED: If BCHA is notified or suspects that the Owner might be leasing to an unqualified Tenant, the BCHA will notify the Owner and request documentation and clarification.

6. CLARIFIED: The owner and property manager must comply with these Policies and any Exceedance Agreement, Development Agreement, and Deed Covenant that applies to the Community Home. The property manager must work in partnership with BCHA on all compliance matters. Failure to do so can result in BCHA seeking legal remedies, including but not limited to the following:
   (a) Seek specific performance of the legal agreement.
   (b) The right to void any contract for lease, conveyance or other transfer of the Home in violation of the provisions of these Policies, Exceedance Agreement, Development Agreement, or Deed Covenant.
   (c) BCHA- and municipal government-approved buy-out option, if applicable.

G. CLARIFIED (adopted October 16, 2024 but not integrated) BCHA's Termination Policy for Participating in Community Housing Programs

In addition to the eligibility criteria and requirements outlined in other agreements, BCHA is not required or obligated to serve or enter into new Deed Covenants with developers, owners, or property managers who:

1. Have received a letter of non-compliance from BCHA and not cured their out-of-compliance within the time period specified.

2. Have engaged in abusive, violent or threatening behavior directed toward BCHA staff or neighbors. Persons and entities who have a history of such behavior may be denied application to BCHA's programs for a minimum period of ten (10) years.
3. Have, within the prior ten (10) years, been in violation of BCHA's Community Housing Policies, a BCHA Lease, Lease Addendum, Deed Covenant, or agreement with a local jurisdiction, such as an FAR Exceedance Agreement or Development Agreement.
4. Currently owe fees or other money to BCHA, to another affordable or community housing program, or government entity.
5. Have failed to respond to a written request for information with the information requested.
6. Have failed to provide, within the necessary time limits, the required verification to determine their eligibility and compliance.
7. Have misrepresented any material fact to BCHA during application, lease-up, sale, or compliance.

Any person or entity who is denied will be notified by BCHA. They may request a review of any such denial pursuant to the steps set forth in Section 6 "Procedures for Exceptions and Grievances."

Section 6. 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. Exception Request

2. UPDATED: We now have an Exception Request form.
3. CLARIFIED: Process for the person making the request and staff. The staff report is ultimately a report by staff. ADJUSTED: Increased time from Request submission with all supporting documentation requested by staff to the Board hearing from 30 days to 45.

5. ADDED: At the Exception Request hearing, staff present the report, the person making the request and any party involved can voluntarily and verbally present additional information, staff can clarify and the requester can rebut before the Board responds to the request.

6. ADJUSTED: Staff (not the Board) will provide the person making the request and all parties

involved the Board's written decision and findings.

B. CLARIFIED: Appealing an Exception Request

C. CLARIFIED: Filling a Grievance

D. Grievance Hearing procedure

4. CLARIFIED + ADJUSTED: Process for the person making the request and staff. Increased time from Request submission with all supporting documentation requested by staff to the Board hearing from 30 days to 45.

1. CLARIFIED + ADJUSTED: Increased time for grievant and staff to review documentation from 7 days to 14.

2. CLARIFIED: Process for the person making the request and staff. The staff report is ultimately a report by staff.

3. CLARIFIED: Agenda for the hearing.

Exhibit A. Blaine County Housing Authority's Lease Addendum

4. SIMPLIFIED: Tenant and Owner are obligated to adhere to BCHA's Community Housing Administrative Policies and the Deed Covenant tied to the unit. If Tenant falls out of compliance with the Priorities and requirements outlined in Section 2.A..

5. CLARIFIED: Blaine County judges now require mediation with all evictions. Owner may not Evict or not Renew Lease without Just-Cause or Mediation.
   (a) CLARIFIED: Just-causes for eviction and non-renewal of leases, with a 30-day written notice is provided the Tenant and BCHA, includes the following:
      I. Repeated violations of the lease terms or Property's Rules and Regulations.
      II. Refusal to accept reasonable changes in the terms and conditions of the lease.
      III. Conviction of a drug use committed on the property.
      IV. The Owner or BCHA determines that the tenant falsified eligibility with program criteria.
      V. Tenant no longer meets BCHA's prioritization criteria by which Tenant accessed the Community Home or BCHA's other program eligibility requirements.
   (a) CHANGED FROM 30-DAY NOTICE: Just-causes for eviction, with a 15-day written notice is provided the Tenant and BCHA, includes the following:
      1. Failure to pay rent or habitual late payment of rent.

2. Repeated disorderly conduct.

(b) CLARIFIED: Just-causes for eviction, with a 3-day written notice is provided the Qualified Tenant and BCHA, includes the following:

I. Tenant is engaged in the unlawful delivery or production of a controlled substance on the premises of the leased property during the tenancy.

II. Tenant damages or commits waste upon the property, verbally or physically assaults or threatens the Property manager or its employees, or other tenants.

(c) CHANGE FROM NOTIFY THE ADVOCATES TO NOTIFY BCHA: If the Tenant or their visitors are committing acts of domestic violence and/or sexual assault, then the Owner or Property manager must (1) notify BCHA and (2) follow the Violence Against Women Act.

6. SIMPLIFIED: Capital Improvements are limited during occupancy.

7. SIMPLIFIED: The Owner is required to disclose defects and necessary repairs when the Community Home is turned over, using an inspection checklist.

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

BLAINE COUNTY HOUSING AUTHORITY

Community Housing Administrative Policies

REDLINED May ~~8, 2024~~21, 2025

~~B.~~

REVIEW KEY

Note that Word does not track moves within a document if the text is also changed. Otherwise, moves will be shown in blue with a double underline. Deletions will be in ~~red and striked-through~~. Additions will be in green. Some deletions and additions are actually moves.

We are committed to equal housing opportunities. We do not discriminate based on race, color, religion, national origin, sex, gender, sexual orientation, disability (physical or mental), familial status, or creed.


EQUAL HOUSING
OPPORTUNITY

Table of Contents

Section 1. Introduction

A. Mission Statement

The Blaine County Housing Authority's (BCHA) 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 Policies

1. The purpose of these Policies is to define and describe the process and qualifications of renting, purchasing, ~~or~~and selling Community Homes within Blaine County. ~~They are~~These are the parameters by which BCHA administers Deed Covenants and Community Homes in its programs. BCHA staff are required to follow, implement, and enforce these Policies: Any Exceptions can only be approved by the BCHA Board of Commissioners.

2. The Policies are supplemented by professional guidance available from BCHA staff.

~~1.~~3. These Policies are also 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 Policies do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.~~

~~2.~~4. These Policies are intended to support the attainment of BCHA goals and to supplement the Deed Covenant, land use and building codes used by the County and Cities. The Policies ~~should be~~are used to review land use applications, to establish affordable rental rates and sales prices, and to establish criteria for admission and occupancy.

~~3.~~5. These Policies ~~may~~will be reviewed and updated from time to time.

~~4.~~6. In the event of any conflict between Policies 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:~~

~~Qualify Applicants~~Blaine County Housing Authority (BCHA) is a public entity and has administered Community Homes and provided housing policy advice to local Blaine County governments since its inception in 1997. The role of BCHA, as transferred to Blaine County, is determined by BCHA's Creating

Resolution 2007-33 (amended 2010-36). It states, "*Recognizing that the Wood River Valley is one social and economic unit, the Board of County Commissioners believes it can better fulfill the affordable housing needs of the County's residents by creating a county housing authority that represents all of its citizens through participation by the County and all of the Cities in the County as members of its governing body. By granting each governmental jurisdiction a more direct voice in the selection of the Board members, we believe the organization will be more representative and more effective fulfilling the housing needs of each jurisdiction and the county as a whole….The County Board desires that the Housing Authority prioritize its services in the following areas:*

1. *Assist the County, cities and private developers with planning affordable housing.*

2. *Perform periodic needs assessments and program studies to assure that Agency programs are productive and effective and advise the county and Cities of any policies and programs changes that would facilitate development of affordable housing.*

~~1.~~ *Act as a clearing house* for ~~Community Housing using the criteria set forth in these Policies and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.~~

~~1.~~*3.* ~~Match~~*the delivery of housing product and placement of* qualified applicants ~~with~~ *by maintaining a current list of applicants, qualifying purchasers and renters and aiding applicants with the purchase or rental of* available Community ~~Homes~~*Housing*.

~~Monitor compliance with~~

~~2.~~ *Generate, maintain* and ~~enforcement of these Policies and deed covenants.~~

~~3. Develop the criteria by which~~*update* Community Housing ~~is located, designed, developed,~~*Guidelines (Policies) and deed restrictions;* and ~~price of Community Housing.~~

4. ~~Review~~*monitor compliance by developers, buyers* and ~~provide recommendations on proposed Community Housing~~*renters.*

5. For its own account, or in ~~Blaine~~ *concerts with others, develop affordable housing within the* County ~~and its municipalities~~.

Nothing in ~~accordance with these Policies and~~ *this section shall preclude* BCHA *from undertaking other projects as authorized by Idaho Code. Additional responsibilities and direction, as* adopted ~~criteria.~~*by the BCHA Board of Commissioners, are described in BCHA's long-term Strategic Plan and Annual Action Plans."*

D. Authority of the Blaine County Housing Authority

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

Title 50, Chapter 19, Idaho Code. BCHA is not a certified Public Housing Authority associated with, or managed by, the U.S. Department of Housing and Urban Development (HUD).

E. Income Categories

1. Income Categories are used by BCHA to determine which Applicants must be considered for specific Community Homes. These Income Categories are based on percentages of the Area Median Income (AMI) and adjusted on an annual basis~~. The Household Net Worth must not exceed the published allowable net worth specified for the Income Category.~~ by BCHA and informed by HUD-adjustments.

2. The most current chart for Household Income Categories is available at www.bcoha.org~~/income--asset-limits-and-monthly-housing-costs.html.~~. Income ~~and~~, assets, and debts for all adult household members must be disclosed to determine the Applicant's Income Category.

3. The actual dollar amount of income and net worth limits per category ~~changes~~change annually and ~~is~~are listed as Income Limits published by BCHA on its website for the Income Category and Household Size.

~~4.~~ The Income Category of the Household is determined by ~~the greater of:~~

4. total Gross (pre-tax) Income of all members of the Household must not exceed the maximum Household Income specified~~, which is calculated using the chart online.; and~~.

~~(a) The category of their Household Net Worth (the total net worth of all members of the Household).~~

~~4.~~5. BCHA will not ~~approve the rental or~~qualify a Tenant for the rental of a Community Home designated Category 1 through 6 to an Applicant whose income category is higher or lower than the unit's designated category. BCHA will not qualify a buyer for the sale of a Community Home designated Category 1 through 6 to an Applicant whose income category is ~~lower~~higher than the unit's designated category. ~~If the Applicant believes they have extenuating circumstances, they may request an exception (see Section 6.)~~

F. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a ~~completed~~purchase and sale transaction ~~or a rental lease transaction~~of a Community Home as compensation for ~~the creation of~~administering the lease-up and sales process, describing and enforcing program requirements, 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.

~~5.~~ **Applicant Database** – The official BCHA record of ~~persons~~Applicants who have completed the

~~BCHA application process~~ Common Intake Form. Except for ~~the rental or purchase of~~transitional housing ~~subject to a deed covenant (or other housing managed or administered by BCHA).~~

3. ~~**Appreciation** – see Deed Covenant for any appreciation restrictions on~~placement, the date that an Applicant joins the ~~specific unit~~Applicant Database is the date that an Applicant submitted a complete application (if prior to 2023) or the Common Intake form determines Waitlist prioritization.

4. **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. Assets used to provide equity in the purchase of a Community Home are considered Assets for BCHA's purposes. Assets in retirement accounts that will be taxed or penalized for retrieval prior to retirement will not be considered Assets for BCHA's purposes.

5. **Common Intake Form** - Initial Application to enter BCHA's Applicant Database and be considered for BCHA's housing and referred to other housing providers.

~~5.~~6. **Capital Improvements** - Unless otherwise defined in the Deed Covenants on the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, ~~replacement,~~ maintenance costs, and standard depreciation when applicable. For Capital Improvements to be included in the Maximum Sales Price calculation, they must be approved by BCHA during annual review and not considered luxury or for a limited population group.

~~6.~~7. **Community Housing/Home** - Dwelling units, for sale or rent, restricted typically via deed covenant for households meeting assets, income and/or minimum occupancy policies approved by BCHA. Homes that first prioritize or are restricted to employees of specific employers are not considered Community Housing (see Employer Housing).

~~7.~~8. **Deed Covenant** - A legally enforceable provision in a deed ~~restricting~~that restricts use, occupancy, alienation, and other attributes of real property ownership or imposing affirmative obligations on the owner or ~~renter~~Tenant of the real property.

~~6. **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, who receives State Disability Insurance.~~

9. ~~**Employee**~~**Person with a Disability** - A person who is any (1) a person who has a physical or mental impairment that substantially limits one or more major life activities; (2) a person who has a history or record of such an impairment; or (3) individual who is perceived by others as having such an impairment.

~~8.~~10. **Employer Housing** - Housing which is required to be developed or administered in conjunction with an organization and is intended for sale or rental by the employees of the enterprise.

~~9.~~11. **Employee** - A person who is employed or offered employment and is working for a minimum of 1,500 hours worked per calendar year (average of 30 hours per week~~).~~) for one or more employers (or self-employed). Exceptions to the minimum work hours include teachers and active-duty military personnel. Breaks in these employment ~~which~~requirements that do not disqualify applicants include temporary physical or mental disability, ~~acting as primary caretaker of ill relative~~family medical leave, and ~~full-time~~ education or training.

12. **Exception** - A review of a petition to waive the provision of these Policies due to special circumstances.

~~10.~~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. **Full Application** - The final determination of eligibility and priority for a current housing opportunity, which requires documentation.

~~11.~~15. **Grievance** - Any dispute that an Applicant, purchaser, seller, or Tenant may have with BCHA with respect to an alleged action or failure to act in accordance with the complainant's rights, duties, welfare, or status under these ~~Guidelines~~Policies or Deed Covenant.

~~12.~~16. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property and investments, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.

~~13.~~17. **Household** - All individuals who are occupying or ~~may~~ intend to occupy the Community Home.

~~14.~~18. **Household Income** – The total Gross Income of all ~~individuals~~adults who are or ~~may~~will be occupying the Community Home. ~~Gross income of self-employed households is the gross business income less IRS-approved business expenses (as described in Schedule C), a financial statement of the business or a notarized statement by the business owner.~~

19. **Income Category** –

(a) For a household, the classification of a household's annual income ~~based upon household size~~ as a percentage of the Area Median Income, adjusted for household size and defined by BCHA.

~~(a)~~(b)For a Community Home, the classification is a designation determined by ~~BCHA.~~the Deed

Covenant and/or relevant land use agreements.

~~15.~~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.

~~16.~~21. ~~**Liabilities**~~**Debt** - Monetary obligations and ~~debts~~liabilities owed ~~to someone~~ by an ~~individual~~Applicant.

~~7. **Livable Square Footage** - The interior area of a building measured interior wall to interior wall (i.e., "paint-to-paint"), including all interior partitions, habitable basements, interior storage areas, closets, and laundry area, and excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.~~

22. **Local ~~Disabled~~ Person~~/Dependent~~ with a Disability** - A person who meets the definition of "~~individual~~Person with a Disability" ~~contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990,~~ and who ~~receives State Disability Insurance, and who has~~ either

(a) lived in Blaine County at least nine (9) out of every twelve (12) month period for the previous two years or ~~who was a Full-Time Employee in Blaine County immediately prior to his/her disability.~~

~~8. **Local Employee** - A person who is employed or offered employment by Local Employer(s) and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year (average of 30 hours per week). Exceptions to the minimum work hours include teachers and active-duty military personnel. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, and full-time education or training.~~

(b) was a Full-Time Employee in Blaine County immediately prior to their disability.

23. **Local Employee** - A person who meets the definition of Employee for their work with one or more Local Employer(s).

~~17.~~24. **Local Employer** - A business whose business activity is primarily located within Blaine County and whose business employs ~~persons~~person(s) physically working within Blaine County. Employers ~~which~~that create and manage short-term rentals are not considered a Local Employer.

25. **Local Senior** – A person 65 years or older who~~, immediately preceding retirement,~~ meets at

least one of the following definitions:

(a) was a Local Employee for at least five ~~continuous~~of the six years prior to reaching age 65 (or older) and continued living ~~as a full-time resident within~~ at least nine (9) out of every twelve (12) month period in Blaine County ~~after reaching the age of 65.~~since reducing work hours or retirement; and/or

(b) was a Local Employee for at least ten of the fifteen years prior to reaching age 65 (or older), and continued living at least nine (9) out of every twelve (12) month period in Blaine County since reducing work hours or retirement.

~~18.~~26. **Maintenance and Repair** – Work done that keeps ~~your~~a property in a normal efficient operating condition.

~~19.~~27. **Maximum Housing Costs** - The ~~total~~maximum monthly cost (including but not limited to the rental or mortgage fees, utilities, internet, management fees, taxes, dues, snow removal, pet fees, HOA fees, etc.) ~~charged to~~paid by a qualified ~~renter~~Tenant of a community home. The Maximum Housing Cost is the upper limit of total allowed housing costs and is not a guarantee of Applicant interest at that price.

~~20.~~28. **Maximum Sale Price** – The allowable sale price of a Community Home, as ~~provided to owners~~calculated by ~~BCHA or subsequent sales, as~~the formula set forth in the applicable Deed Covenant ~~and including~~. This price includes Capital Improvements~~, if approved by BCHA during annual review and not considered luxury or for a limited population group~~. Other Fees not charged by BCHA and not specified in the applicable Deed Covenant are not incorporated into the base price from which appreciation starts, unless the total of those fees when added to the purchase price is less than the Maximum Sale Price and buyer agrees.

29. **Mobile Home** - A structure, constructed according to HUD/FHA mobile home construction and safety standards, built on a steel chassis and fitted with wheels, that is designed to be used as a dwelling with or without a permanent foundation when connected to required utilities.#

~~21.~~30. **Net Worth/Household Net Worth** - Combined net worth (all Assets minus all ~~liabilities~~Debt) of all individuals who may be occupying the Community Home. Households with Senior(s) have a higher maximum Net Worth. See bcoha.org for current Net Worth limits. For Applicants near the limit of maximum Net Worth for their Income Category, upon request, BCHA staff have discretion in determining if Assets used for closing costs in the purchase of a Community Home not be considered Assets for BCHA's purposes.

~~22.~~31. **Primary Residence** - The sole and exclusive place of residence~~.~~ for at least nine (9) out of every twelve (12) month period.

32. **Regular Dues.** Recurring payments owed to a Homeowners Association (HOA) to cover Operating Expenses and Capital Reserves.

(a) Operating Expenses: Recurring, day-to-day costs to run the HOA and maintain shared property or services. Examples include landscaping/snow removal, utilities for common areas, property management, maintenance, insurance, legal and accounting fees.

(b) Capital Reserves (Reserve Fund): Savings set aside for repairs or replacements of shared property and infrastructure in the future.

~~23.~~33. **Senior** – A person 65 years or older.

34. **Special Assessment –** One-time charges levied on homeowners when an HOA does not have enough Capital Reserves to cover an unexpected or underfunded major expense. Special Assessments are calculated and assessed separately and in addition to HOA Regular Dues.

~~9.~~ **Special Waitlist** – A ~~waiting list~~Waitlist established for a development that intends to house a specific, restrictive population (i.e., Employees~~)~~

~~24.~~35. ~~**Special Review for Exceptions -** A review~~ of a ~~petition to waive the provision of these Policies due to special circumstances.~~specific entity).

~~25.~~36. ~~**Qualified**~~ **Tenant** - A person who is leasing or ~~has leased~~can lease a Community Home that is subject to these Policies, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Policies.

~~26.~~37. **Waitlist** – Applicants ~~selected~~ from the Applicant Database ~~and matched to~~ that meet screening criteria for a specific property ~~for consideration to either rent or purchase that property.~~and ordered by priority.

Section 2. Qualifying to Rent or Purchase Community Housing

~~A.~~For Community Homeowners wishing to sell, see Section 4.

A. Prioritization and Basic Qualifications for the Rental or Purchase of Community Housing

1. Applicant/Applicant Household will be prioritized if at least one (1) ~~non-dependent member~~adult meets the following criteria:
   (a) ~~Be a~~ Local Employee~~; or~~.
   (b) ~~Be a~~ Local Senior~~; or~~.
   (c) ~~Be a~~ Local ~~Disabled~~ Person~~.~~ with a Disability.

2. To qualify to rent or purchase a Community Home, the Applicant/Applicant Household must meet the following criteria:
   (a) ~~All adults are~~At least one (1) adult is either an Employee, a Senior, or ~~Disabled.~~Person with a Disability.
   (b) The Applicant/Applicant Household must confirm that they will occupy the Community Home as their Primary Residence and will physically reside in the unit at least nine (9) out of any consecutive twelve (12) month period.
   (c) No member of the Household may own developed residential real estate or a mobile home~~.~~, in or outside the United States (excluding shared inheritance of less than 50% ownership). If Applicant currently owns a home but plans to sell, Applicant must provide adequate proof of marketing and a listing agreement with an agent. BCHA may require additional documentation.

3. For Transitional Housing, prioritization will also be determined by the following criteria, in order of priority. If an Applicant meets more than one criterion, their highest priority criteria will determine their location on the Waitlist.
   (a) Applicants with children and pregnant women who have been residing in a place not meant for human habitation or in an emergency shelter.
   (b) Applicants who have been residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter when a member of the Applicant household has a disability, enhanced service need or has experienced multiple periods of homelessness over the last 3 years.
   (c) Domestic violence survivors: Applicants with at least one person who identifies domestic violence experience as the primary reason causing their housing crisis.
   (d) Applicants in the early stages of alcohol and other drug addiction recovery-individuals and families with at least one person who recently began receiving services to assist in their recovery from alcohol or other drug addiction.
   (e) Other Applicants residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter.

(f) Other Applicants with children, based on date entered the Applicant Database.
(g) Other Applicants, based on date entered the Applicant Database.

4. For Bluebird Village, prioritization criteria are set by Ketchum City Council and Idaho Housing and Finance Association and is available on BCHA's website. Additional qualification requirements apply.

B. Applying ~~for Rental~~to Rent or Purchase of a Community Home

1. Common Intake Form

(a) ~~All persons~~Anyone wishing to rent or purchase a Community Home in BCHA's portfolio or to be referred to other Community Homes managed by other housing providers must submit a completed Common Intake Form to BCHA ~~(the current application can be found on BCHA's website).~~.

(b) BCHA will review the Common Intake Form and notify the applicant if they are eligible for BCHA's housing or not, if they will be prioritized, and what other non-BCHA housing they might be eligible for.

(c) For ~~Applicant's referred~~referrals to ~~non-~~Bluebird Village, BCHA ~~housing~~will also require verification of local employment or local status. If referred, Applicants ~~will~~ must work directly with Syringa Property Management to be ~~advised by those housing managers of next steps~~considered for their properties, including but not limited to filling out their application.

(d) ~~General~~For BCHA-administered Employer Housing, see Section 2.F. for addition.

(e) For other housing not in BCHA's portfolio, Applicants must work directly with the property managers to be considered for their properties, including but not limited to filling out their application. For BCHA Community Homes, the process is outlined in B.2.

2. Emergency placement for transitional housing: Applicants who have become unhoused because of a traumatic and sudden, extreme event – such as a residential fire, physical violence, or sudden health crisis – may be temporarily placed in transitional housing after submitting a Common Intake Form. Determination of eligibility for emergency placement is at the discretion of BCHA staff. Eviction does not qualify applicants for this alternative process. For these scenarios, the following process will be followed:

(a) Households in an emergency housing situation submit BCHA's common intake form and is either referred to BCHA or contacts BCHA directly explaining their situation.

(b) BCHA determines whether the event is traumatic or extreme and determines initial eligibility.

(c) BCHA and Applicant work to complete and review a Full Application within the ten (10) business days. This will be used to determine long-term rent and confirm

eligibility.

(d) Household provides security deposit and pro-rated rent to date.

(e) If there are any fixable (curable) criteria that makes the Applicant ineligible, Applicant will sign an agreement outlining the steps needed to become eligible along-side the month-to-month lease. If the Applicant does not sign the agreement or they cannot cure the ineligibility, then they will be asked to leave at the end of the weeklong period.

(f) If Applicant has not become eligible within thirty (30) days, BCHA will provide a thirty (30) day notice to move.

3. Full Application and Applicant Selection Process

(a) BCHA will contact Applicants from the Applicant ~~if~~Database when an opportunity arises that ~~meet~~meets the following:

I. The Applicant's Income Category. Maximum Housing Costs for rentals are based on the unit's Income Category and are available on BCHA's website. Maximum sale prices are dependent on the ~~unit's restrictions~~appreciation equation and designated Income Category in the unit's Deed Covenant.

II. The Applicant's household size for units designated Categories 1 through 6. These units must be filled by Applicants that meet the following Occupancy Standards~~:~~ (except Category Local and owner-occupied roommate arrangements that meet the criteria in Section 4.J.). Per fire code, the maximum occupancy is the lesser of the maximum listed below and 125 square feet per person. HOA regulations may establish more restrictive maximum occupancy limits.

# of bedrooms	# of people in the Applicant household
studio	1 to 2 person
1 bedroom	1 to 3 people
2 bedroom	2 to 5 people
3 bedroom	3 to 7 people
4 bedroom	4 to 9 people

~~I.~~ The Applicant's stated interest in renting and/or owning and ~~north and/or south valley.~~

III. whether the Applicant ~~owns~~has pets~~ or has accommodation needs~~.

~~II.~~ ~~The~~(b) Once an Applicant is ~~within the first three on the waitlist, if they meet the above factors (I to IV) and ordered~~contacted by

~~A. priorities outlined in Section 2.B.1. and~~

~~B. length of time on waitlist.~~

BCHA ~~will advise the prioritized Applicants~~about a specific opportunity and confirms their interest, they will be asked to complete the ~~General~~Full Application~~ and a deadline by~~

~~which to apply. A General Application will be certified by BCHA as complete only when the necessary steps have been completed and documents provided. See Section C. Verifying General Application Information for more details. Neither BCHA nor the landlord or seller is obliged~~.

I. BCHA, the landlord, or seller are not obligated to delay the lease-up or sale of a Community Home for more than ten (10) business days to allow an Applicant to complete or update ~~his or her application information~~their Full Application.

II. Applicants will then be placed on a Waitlist if the following conditions are met:

1. The Applicant has completed their Full Application, and
2. The Applicant is ~~confirmed to qualify~~ qualified by BCHA for the ~~available unit, BCHA will provide~~property based on the ~~Applicant's basic information to~~criteria listed in 2.A. Please see Section 2.C. Verifying General Application Information for more details.

III. Prioritization of Applicants on the ~~prospective seller or~~ Waitlist will be ordered using the following parameters:

1. By Applicants that meet the local priority in Section 2.A., followed by those that do not.
2. Within those two local and non-local groups, by date of Common Intake Form (or initial Application submission prior to 2023).

(c) For Rentals: The property manager ~~of the Community Home. Those entities will~~will be provided contact information for the top three Applicants. The property manager is the primary contact for property showings and for the remainder of the rental process. They may conduct their own screening and may require additional documentation, including social security numbers or ITINs, credit checks and background checks. Applicants who are not selected will ~~not lose~~maintain their position within the ~~BCHA~~Applicant Database.

~~(b) Should no eligible applicant be found in the database, BCHA will~~

~~I. Notify applicants of adjacent income levels 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.~~

~~II. Advertise to the public, directing interested and potentially eligible households to apply to BCHA.~~

(d) For Sales: Applicant will be invited to submit an offer based on their order on the Waitlist. If no offer is submitted or the offer is rejected, the next Applicant on the Waitlist will be invited to submit an offer. Policies related to purchasing a Community Home are in Section 4.

I. In the event the Waitlist of the Community Home's income designation is exhausted, a new Waitlist will be generated to include the Income Categories below the Community Home's designation, and ordered using the following parameters:

1. By Applicants that meet the local priority in Section 2.A. of the Community

Home's designated Income Category, followed by those locals of lower Income Categories (ordered by high to low Income Categories).

2. Within each Income Categories, by date of Common Intake Form (or initial Application submission prior to 2023).

II. In the event this second Waitlist is exhausted, a new Waitlist will be generated that still prioritizes based on I.1. and I.2 but adds Applicants that do not meet the local priority in Section 2.A.. This will also be ordered by high to low Income Categories – with the Community Home's Income Category as the maximum. Within each Income Category, the Waitlist will be ordered by the date of Common Intake Form (or initial Application submission prior to 2023).

C. Verifying ~~General~~Full Application Information

BCHA ~~will require~~requires additional documentation for BCHA's ~~screening~~qualification, such as proof of Blaine County residency, income, assets, and employment. BCHA will require updated documentation if previously submitted documents are 3 months old or more. All information and documentation submitted must be held confidential ~~by BCHA and must not be subject to Open Records Requests by the public.~~to the extent allowed by law. Such documentation is used to determine that an Applicant meets the criteria set forth in ~~Section~~ ~~and/or to verify the information provided in the application under 2(~~Sections 2.A and 2.B~~), All or some of the following may~~, Information that will be requested may include but is not limited to the following:

1. ~~Federal income tax returns for the~~ Income verification
   (a) Four most recent ~~year.~~paystubs to verify employment and hours in Blaine County; or

   (b) ~~A current income statement and a current~~ If self-employed, Schedule C for gross business revenue (less approved expenses), a financial statement~~, in a form acceptable to BCHA, verified by Applicant to be true and correct;~~ of the business, a notarized statement by the business owner, or other financial documentation acceptable to BCHA.
2. Federal income tax returns for the two most recent years.
   (a) When the current income is twenty percent (20%) more or less than ~~income~~ reported income on tax returns, BCHA will request an explanation ~~and the Applicant's income may be averaged based upon current income and the previous year's taxreturns to establish an Income Category.~~ BCHA will use the explanation to more accurately project anticipated income over the next twelve (12) months.

~~1. Verification of employment in Blaine County.~~

~~2. Copy of valid Government Issued Identification Card.~~

~~1.~~3. If the Applicant is recently divorced ~~and/or~~, receives court-ordered alimony, spousal support, ~~and/~~or child support, a certified copy of the court order must be provided and relevant executed agreements, including all exhibits, supplements, and modifications to the decree.

4. Documentation of assets and debts, including a soft pull credit report.

5. If purchasing, this additional documentation is also required:
   (a) A pre-qualification letter from the Applicant's lender.
   (b) An email or letter from the Applicant's lender stating their annual income and net worth.
   (c) If a first-time home buyer, evidence of completion of a first-time home buyer's course.

~~2.~~6. Any other documentation that BCHA deems necessary to determine eligibility.

D. Staying ~~on~~in BCHA's ~~Waitlist~~Applicant Database

~~2. Annual waitlist cull:~~

1. ~~Upon receipt of the completed~~If Common Intake Form ~~or General Application, the Applicant's~~is incomplete, Applicant will not enter BCHA's Applicant Database.

~~1.~~2. If any information ~~will~~ is deemed, in the sole opinion of BCHA, to be ~~retained in~~ inaccurate and the Applicant is unable or unwilling to provide corrected information or documents, the Applicant ~~Database until~~will be removed from the ~~annualcull~~Applicant Database. If any information is deemed to be falsified, the Applicant will also be Terminated from BCHA's Housing Programs.

~~(a)~~ On an annual basis, as part of the cull process to clear out uninterested Applicants and outdated information, BCHA will email a request to update the ~~information. Allchanges must be updated as soon as possible, and during the annual cull deadline at the latest.~~ Common Intake Form. If information is not updated by the deadline provided in BCHA's email, the applicant will be removed from the Applicant Database.

3. ~~Post Purchase:~~ When an Applicant rents a Community Home, the Applicant will remain in the Applicant Database.

~~2.~~4. When an Applicant purchases a Community Home, ~~the Applicant's application~~ their Common Intake Form is ~~extinguished and may not be used to qualify for another Community Home.~~removed from the Applicant Database. If an owner of a Community Home ~~wishes to~~ is experiencing an extreme hardship and to purchase or rent another Community Home, ~~he or she must file a new application and begin the process again~~they must complete a new Common Intake Form, and their initial application date will be honored. Eligibility determined

by BCHA Staff. BCHA will work with the Applicant to ensure that their current Community Home is sold as they transition to their new home.

5. ~~Post-Rental: When an Applicant rents a Community Home and~~Applicants will also be removed from the Applicant ~~stated that they are interested~~Database if the following occurs:
   (a) Applicant does not respond to BCHA's request for additional information within the deadline designated in the ~~purchase~~request.
   ~~(a)~~(b) Applicant failed to do either of ~~a Community Home, the Applicant's application is retained.~~the following:
      i. ~~Declining 3 opportunities~~Respond to two requests for information, or to provide, within the necessary time limits, the required verification to determine eligibility/ continued eligibility.
      ii. Failed to appear at two appointments.
   ~~(b)~~(c) For BCHA's Transitional Housing occupants: If an Applicant declines or fails to respond to three (3) opportunities that align with their income category, household size, location, and interest in renting or ownership, the Applicant will be automatically removed from BCHA's waitlist. Applicants that are interested in both renting and ownership will be offered three opportunities in total.

E. ~~G.~~ BCHA's Termination Policy for Housing Programs

In addition to the eligibility criteria, BCHA is not required or obligated to serve Applicants or program participants who:

1. Have engaged in abusive, violent or threatening behavior directed toward BCHA staff or neighbors. Applicants who have a history of such behavior may be denied participation in BCHA's programs for a minimum period of ten (10) years.
2. Have, within the prior ten (10) years, been in violation of BCHA's Community Housing Policies, a BCHA Lease, Lease Addendum or Deed Covenant.
3. Currently owe rent or other money to BCHA or to another affordable housing program.
4. Have failed to respond to two written requests for information, two requests to declare continued interest in the program, or failed to show to two appointments. Have failed to provide, within the necessary time limits, the required verification to determine eligibility/ continued eligibility. Such requests include, but are not limited to, required documentation for application review, the annual homeowner questionnaire and rental recertification paperwork.
5. Have misrepresented any material fact to BCHA at any point, including during the BCHA Application or compliance review process.
6. Have committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information relating to their housing benefits.

7. Lack the ability to maintain their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents.

8. Whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for BCHA to deny eligibility:

   (a) A record of non-payment of rightful obligations, including rent and utilities.
   (b) A record of disturbance of neighbors or destroying property.
   (c) A record of poor living or housekeeping habits which could adversely affect the health, safety or welfare of other tenants.
   (d) A determination by BCHA that the use of alcohol or drugs by an applicant would likely result in conduct that would adversely affect the project environment.

Any Applicant or program participant who is denied will be notified by BCHA. An Applicant may request a review of any such denial pursuant to the steps set forth in Section 6. "Procedures for Exceptions and Grievances."

~~E.~~F. Special Waitlist for ~~a Particular Community~~Employer Housing ~~Unit~~

1. Some ~~Community Homes~~housing units 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 Waitlist may be established for that development. When ~~a Community Home~~an Employer Housing Unit in such a development becomes available for sale or rent, BCHA ~~may~~will first use the Special Waitlist for that development to find ~~qualified buyers~~Applicants.

2. BCHA may employ the system creating ~~an~~a Waitlist in accordance with the steps outlined in Section 2(D) of these Policies with special prioritization as ~~may be requested~~required by the ~~developer~~Deed Covenant and approved by BCHA. Prioritization may include the current employees of an employer.

3. Prioritization must not be given based on race, color, religion, sex, gender, sexual orientation, familial status, national origin, disability, sexual orientation, gender identity, veteran status, or geographic boundary smaller than Blaine County, except as allowed when participating in a federal program that prioritizes senior citizens, ~~disabled persons~~Persons with a Disability, or Veterans in its housing programs.

4. The procedure for qualifying an Applicant from a Special Waitlist must follow the same procedures as outlined in this section, with the additional first-tier prioritizations.

5. Should the Special Waitlist ~~for Community Housing in a Particular Development~~ be exhausted, without ~~a Community Home~~an Employer Housing unit being sold or rented, ~~BCHA's priorities would~~ BCHA will create a second tier of Applicants on the Waitlist for the specific unit.

Section 3. Renting Community Housing

All Applicants interested in long-term renting Community Housing must ~~submit a Common Intake Form for Community Housing to BCHA (See~~follow the process outlined in Section 2, "Qualifying to Rent or Purchase Community Housing~~").~~". BCHA, as the program administrator ~~is charged with providing landlords of Community Housing a list of qualified potential renters and with facilitating~~, will facilitate the rental of a Community Home~~. An administrative fee, as set by the Board, may be charged~~ and provide a Waitlist of qualified Applicants to the rental property manager. The Property manager is responsible for conducting any additional checks that they require to ~~the~~ determine eligibility, so long as their review doesn't violate these Policies, landlord~~/owner for these services.~~

~~A. Landlord/owner lease-up obligations~~

1. ~~BCHA receives a Notice of Intent to Rent from the owner of the Community Home. Owner is required to provide BCHA their~~ tenant ~~selection criteria~~law, or ~~policy. Tenant selection criteria must be reasonable.~~

2. ~~B.2.~~

~~It is, however, expected that the owner will follow~~ the Fair Housing Act ~~in their selection of the tenant and accept tenant-based rental assistance (also known as housing vouchers or Section 8). If landlord/owner denies three Applicants requests to rent, landlord must provide a written explanation to BCHA to justify their denial. BCHA will review meet review their tenant selection criteria or process for compliance with the Fair Housing Act and for reasonableness.~~.

~~B. Ongoing Obligations for Landlords/Owners Renting Community Housing~~

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

   ~~(h) landlord.~~
   ~~(i) Tenant Requirements.~~
   ~~(j) BCHA's Lease Addendum (see Exhibit A).~~

2. ~~All leases must be for a 12-month period.~~

3. ~~Sixty (60) days prior to lease renewal, the owner/landlord must submit to BCHA all Community Home leases 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.~~

4. ~~Landlord must notify BCHA within five (5) business days of receiving a notice from a tenant that they will vacate, or have vacated, the unit.~~

5. ~~BCHA may charge the landlord an annual renewal fee as set by the Board.~~

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

7. ~~If a renter falls out of compliance, BCHA will notify the landlord of whether they must provide a thirty (30) day notice to vacate or not renew the tenant's lease.~~

8. ~~The landlord must comply with any Exceedance Agreement, Development Agreement, and Deed Covenant that applies to the Community Home. The landlord must work in partnership with BCHA on all compliance matters. In the event of non-compliance, the Deed Covenant may include fees and other enforcement tools that BCHA would apply.~~

9. ~~Should the owner decide to sell the Housing unit during the lease period, the owner must notify BCHA immediately. The seller is obligated to pay an administrative fee to BCHA, equal to 1% of the Maximum Sales Price for the Community Home(s). The lease must remainintact 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:~~

   ~~(b) To abide by existing lease terms;notify BCHA of updated contact information; and~~
   ~~(c) To record a new Deed Covenant.~~

A. Ongoing Requirements for Tenants Renting 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 continue to meet (a) the priorities and income category that they initially qualified for the Community Home with and (b) the requirements outlined in Section 2. ~~A. In addition, they must continue to meet the Community Home's designated income category that are in place at the time of the review.~~A.

2. To ~~assist in~~begin this re-certification process, approximately sixty (60) days prior to lease expiration, BCHA will send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.

3. At a minimum, annually, the Tenant must, within 10 business days of receipt, complete the required form and provide the required documentation. Failure to do ~~within~~so by the ~~10 days of receipt three or more times, or after two requests during~~ deadline provided will result in a ~~single annual recertification by BCHA~~$300 fee. Failure to respond to BCHA's final contact attempt will result in the Tenant's lease not being renewed ~~and~~, removal from BCHA's ~~waitlist.~~Applicant Database, and termination from all BCHA Housing Programs.

4. ~~Renters~~Tenants are required to abide by all terms of the lease completely and these Policies. If they do not, their lease will not be renewed, or they may be given a thirty (30) day Notice to Vacate. See Exhibit A for BCHA's Lease Addendum of required, program-related terms.

5. Should it be determined that a tenant was justly evicted from a Community Housing Unit, the tenant will also be terminated from the BCHA's permanent housing program ~~but may be eligible for transitional housing. The tenant will not be eligible to reapply for a period of 5 years~~. See Termination Policy in Section 2 XXX.

B. ~~Exceeding~~ Income Limits differing at Re-Certification

1. 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~~execute a new lease on the same Community Home~~.~~ with exceptions. The Tenant and Property manager can elect to convert the lease to month-to-month.

2. Community Housing Tenants remain in BCHA's Applicant Database, meaning that the date that the Tenant first entered the Applicant Database determines their Waitlist priority, should they choose to or are required to move.

3. Tenant's Income Exceeds Unit's Income Designation
   I. 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~~ the Community Home's designated income category~~. The original rent amount will be paid to~~, the ~~landlord and~~Tenant's housing costs cannot exceed the Maximum Housing Cost for the Community Home's designated income category.
   II. When the Tenant's income increases two (2) categories or more above the Community Home's designated income category, the tenant can choose to execute a new twelve (12) months lease. The property manager can charge the Tenant up to the Maximum Housing Cost of the Community Home's designated income category.

Additionally, the Tenant will pay the difference between ~~the categories will be paid to the~~that amount and the Maximum Housing Cost of their new income category to BCHA ~~Housing Fund.~~ .

A. For example, if a Tenant leases a Community Home designated Income Category 3 and, upon re-certification is determined by BCHA to now be in Income Category 5, the Tenant will continue to pay rent to the property manager based on Income Category 3 Maximum Housing Costs. BCHA would also invoice the Tenant for Maximum Housing Costs of Category 5 (same unit size as the Tenant's Community Home) minus the Maximum Housing Costs of the Income Category 3 Community Home.

~~A.~~B. During ~~these twelve (12) months' times,~~the subsequent lease term(s), the BCHA team ~~may~~will work with the Tenant to identify alternate housing. If during this subsequent lease(s) term an over-income Tenant declines or fails to respond to three (3) opportunities that align with their income category, household size, location, and interest in renting or ownership, and their income has remained two (2) or more income categories above the Community Home's income category then the lease will not be renewed.

4. Tenant's Income Falls Below Unit's Income Designation

I. In the event a Tenant's income falls below the Community Home's income designation at recertification, BCHA will begin providing opportunities – as they arise – at the Tenant's new income category and that meet the other criteria in Section 2.

C. Maximum ~~rental rates~~Housing Costs (Rentals)

1. Maximum Housing Costs are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This cost includes rent, any fees charged to the Tenant, and essential utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.

2. The Maximum Housing Costs for Community Housing are published by BCHA online and updated annually.

3. Lease terms must account for estimated or actual utilities and charge less than the Maximum Housing Cost associated with the income level and unit size. For tenant-paid utilities or new developments, property managers must use a BCHA- approved analysis or use BCHA's Utility Allowance Analysis. BCHA's Utility Allowance Analysis estimates costs based on each unit's size, appliances, and heat source and is available on BCHA's website.

~~10. 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.~~

Section 4. ~~Purchasing~~ Community Housing ~~for Occupied~~ Ownership

~~A. Additional Qualifications to Purchase~~

~~In addition to the priorities and requirements outlined in Section 2,~~ All Applicants interested in purchasing ~~either Income Category, Workforce, or Locals'~~a Community Housing must ~~submit the following to BCHA:~~follow the process outlined in Section 2, "Qualifying to Rent or Purchase Community Housing".

~~1. Proof of completion of the Homebuyer Education Course (if a first-time homebuyer), and~~
~~2. A letter from the lender that states the Applicant's gross annual income and net worth.~~

A. Policies for the Purchase and Sale of a Community Home

Any co-ownership interest other than ~~Joint Tenancy or Tenancy in Common~~ community property must be approved by BCHA. Co-signers may be approved for ~~ownership~~financial purposes of purchasing the Community Home. Co-borrowers may be approved but may not jointly occupy the Community Home unless qualified by BCHA. No person occupying the Community Home may own developed residential real estate

1. ~~–~~, aside from the Community Home being purchased~~ – as a sole owner or as a Joint Tenant or Tenant In Common. Co-signed loans may not be allowed.~~.

~~B. Procedures for the Purchase of a Community Home~~

~~1. In matching an Applicant to a specific Home,~~ BCHA will ~~follow the Applicant Selection Process outlined in Section 2.B.2. of these Policies. If deemed qualified - will receive from BCHA a Letter of Eligibility or a Letter of Qualification. BCHA, as the program administrator, provides a list of potential qualified purchasers to the seller.~~

~~2. BCHA will provide support to assist with~~facilitate the real estate transaction and ~~set a Maximum Sales Price for the Community Home.~~describe expectations and obligations. An Applicant or seller may, but ~~are~~is not required to, engage the services of a licensed Real Estate Agent or Broker in the transaction. Any fees charged by the Real Estate Broker ~~must be~~is the responsibility of the party that engaged in the service.

~~3. When an Applicant desires to make an offer, they do so offer directly to the seller, and it cannot exceed the Maximum Sales Price. The Seller makes the final determination to accept an offer. If the Seller declines two offers at the Maximum Sales Price, BCHA will make the final determination of the sale conditions.~~

~~4. 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.~~

5. 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 will not lose their position on the waiting list.

6. 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 Policies.

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,

7. Once an Applicant successfully purchases a Community Home, the new Community Home owner must provide a copy of the executed Purchase and Sale Agreement and closing documents to BCHA. The Applicant must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the Ongoing Requirements (Section 4.C.).

13. (a) the priorities that they initially qualified for when purchasing the Community Home with and (b) the requirements outlined in Section 2. A. and the Deed Covenant.

14. To assist in this re-certification process, BCHA will send a Compliance Monitoring Form with instructions for re-qualification.

15. Failure to do so within the 10 days of receipt three or more times, or after two requests during a single annual recertification by BCHA will result in a $300 fee.

With the annual compliance monitoring form, the owner must provide the list of capital improvements, along with receipts, to BCHA at each annual compliance.

16. The owner must cooperate with BCHA on regular review of property condition and

18. 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. Category Local owners that continue to occupy the Community Home for at least nine (9) months out of every twelve (12) month period may long-term rent to an Applicant that meets BCHA's priorities outlined in Section 2.

(b) Upon death, the Deed Covenant and these Policies continue to apply. Person(s) in line for inheritance who wish to occupy the unit must submit the Common Intake Form. If the information provided in the Common Intake Form reasonably shows that the Person/Applicant might be eligible, BCHA will request the Applicant to submit a full Application.If the Applicant meets BCHA's priorities and requirements outlined in 2.A. then they will have the right to occupy the home.

(c) If the Applicant does not BCHA's priorities but does meet the requirements as outlined in 2.A., then their position on the waitlist will be between those Applicants who meet the priorities and those that do not but still meet BCHA's requirements.

(d) If the Applicant does not meet BCHA's priorities or their requirements, they will not be considered for the home.

19.

E. Homeowners who do not comply with the terms of the home deed and/or program expectations, as described within these Policies, the homeowner may be required to sell the home. The Deed Covenant may include fees or other enforcement tools that BCHA would apply**(except Category Local owners)**

1. If an owner of a Category 1 through 6 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 8. For Exception Requests).

2.

3. The Rental Rate charged must be approved by BCHA and must be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6. Category Local Rental rate is determined by the submarket of potential tenants.

(a) execution of a lease.

(c) No initial lease term may be for fewer than 90 days and no more than 1 yearIf – within 10 months of the lease - an exemption is approved by the Board to extend the rental beyond one year, the tenant must first be provided a buy-out option not to exceed the Maximum Sale Price.

~~4. A copy of the executed lease must be furnished by the owner or tenant to BCHA.~~

~~5. The owner must provide the tenant with the HOA rules and is responsible for enforcement.~~

~~Section 5. Selling Community Housing for Occupied Ownership~~

~~Every sale of a Community Home must comply with the Deed Covenant and these Policies. BCHA may identify qualified purchasers but does not guarantee the sale of the home, nor does it guarantee receipt of an offer at the Maximum Sales Price.~~

~~A. Fees~~

~~1. The home inspection may be critical in calculating the maximum sale price of the home.~~

~~2. 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%). BCHA will instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing.~~

~~B. Procedure~~

~~The Owner of a Community Home is responsible for the sale of the Community Home throughout the process, unless the sale is due to non-compliance with the Deed Covenant and/or these policies, then BCHA or their legal counsel may take a direct role.~~

2. ~~The staff members and board of Commissioners of BCHA~~contractors 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 must treat every purchaser and seller of Community Housing with fairness in accordance with Fair Housing Law and these Community Housing Policies 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.~~

~~iv. Request from BCHA staff the Maximum Sales Price and other applicable provisions concerning a sale. The sale price may not include carryover for improvements completed by the previous ownerThe Deed Covenant,~~

~~Home Inspection, and Section 5 of these Policies 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.~~

~~v. BCHA will order a home inspection to determine the upkeep of the home.; and~~

~~vi. Execute and deliver to BCHA a "Notice of Intent to Sell" in the form provided on BCHA's website (or requested by email) and $500. The form and check can be delivered to Ketchum City Hall or BCHA's Hailey office (above Java), or mailed to BCHA at P.O. Box 4045, Ketchum, ID 83340.~~

~~vii. The selection of the purchaser and terms of the transaction may be as described in the Community Housing Policies in effect on the date BCHA receives the Notice of Intent to Sell.~~

~~(a) The selection of the purchaser, approval of the sale price, and the terms of the purchase and sale will be monitored and must be approved by BCHA.~~

~~(b) 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.A. (above).~~

(a) If a real estate broker is used by the buyer or seller to represent them, the broker must, *prior to the execution of the listing agreement for the Community Home*, sign an Acknowledgement and Acceptance Agreement with BCHA that the sale must be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Policies.

(b) If the seller ~~or buyer~~ consults with legal counsel, licensed real estate brokers, or such related services, the fees are at the respective parties' 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 will create an Waitlist based on the unit's income designation, size, and any other restrictions, as outlined in Section 2.B. and 4.A.~~

~~(b) BCHA will connect the top Applicants to the seller.~~

3. Offers cannot exceed the Maximum Sales Price unless the seller agrees to pay the buyer's closing costs (up to 3%). For purposes of appreciation for the new owner, the base purchase price would remain the Maximum Sales Price. The Seller makes the final determination to accept an offer, with exceptions.

(a) The Maximum Sales Price is not a guaranteed price. Offers can be below that amount.

(b) Seller must accept the first offer at the Maximum Sales Price, if all other terms are within the normal terms of a purchase.

~~(d) an Applicant makes an offer, Applicant and seller will have five (5) businessdays from the date of that introduction 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 Waitlist, and~~

~~2. The next person in line in the Waitlist may be notified and so on, until the Community Home is under contract for purchase.~~

(c) If the seller and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next Applicant~~.~~ on the Waitlist.

~~(c)~~(d) If the seller ~~deny each of the applicants provided by BCHA~~denies three offers, the owner will be reminded of the Fair Housing Act and be required to provide written justification for each denial for BCHA's review. ~~If the seller is obligated to sell due to non-compliance with their Deed Covenant and/or these Policies, they are obligated to accept the first offer at Maximum Sales Price~~If BCHA finds the reasons to be discriminatory or unreasonable, BCHA will require payment of the 3% Administration Fee regardless of whether a sale occurs.

4. If the priority Applicant fails to perform in the time allowed, the next Applicant will be invited to make an offer.

5. Each purchaser must execute the following for recording with the Clerk's Office of Blaine County, concurrent with the closing of the sale:
   (a) Acknowledgement and Acceptance of the Terms and Restrictions set forth in the Deed Covenant (A&A) to be bound by the recorded Deed Covenant covering the Community Home and these Policies. The A&A is a summary of key criteria of the Deed Covenant.
   (b) The applicable Deed Covenant covering the Community Home and these Policies.
   (c) BCHA's subordinate mortgage instrument.

6. Once an Applicant successfully purchases a Community Home, they must comply with all provisions of the applicable Deed Covenant, current Policies, any updated Policies, and must adhere to the Ongoing Requirements (Section 4.G.).

B. Seller-Initiated Sales Process

BCHA will market and identify qualified Applicants but does not guarantee the sale of the home, nor an offer at the Maximum Sales Price. The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.

1. Notifying BCHA of Intent to Sell

(a) A Community Homeowner interested in selling their Community Home must:

i. Communicate with BCHA as early as possible – and prior to entering into any agreement.

ii. When the seller is ready to move forward, request the Maximum Sales Price and other applicable provisions from BCHA staff. There is no guarantee that the seller will receive an offer at the Maximum Sales Price.

iii. Upon receipt of the Maximum Sales Price, execute and deliver to BCHA a "Notice of Intent to Sell" in the form provided on BCHA's website (or requested by email), $500, and two keys. These can be delivered to Ketchum City Hall or BCHA's Hailey office (above Java), or mailed to BCHA at P.O. Box 4045, Ketchum, ID 83340. The sales process will not start until the form, check, and keys have been received.

iv. BCHA will order a home inspection to determine the condition of the home. Sellers are expected to address, at a minimum, deferred maintenance and any health and safety issues. Deficiencies may result in a lower Maximum Sales Price.

v. The selection of the purchaser and terms of the transaction are described in the Community Housing Policies in effect on the date BCHA receives the Notice of Intent to Sell.

2. Purchasers must follow the process in Section 2, be qualified by BCHA, and be first priority on the Waitlist to make an offer. The selection of the purchaser, the sale price, and the terms of the purchase and sale will be monitored and must be approved by BCHA.

C. Forced Sale Due to Owner Non-Compliance

In the event an owner is out-of-compliance with their Deed Covenant or these Policies, BCHA will provide written notice of the out-of-compliance and how to "cure" the issue. If the issue is not cured within the timeframe specified in the letter, BCHA will consider the owner to be in default of their Deed Covenant and will force the sale of their Community Home. In addition to requirements in the Deed Covenant and Policies in Section 4.A. and 4.B., the owner must make the following good faith effort to sell the Community Home. BCHA may require the owner to take any of the following actions:

1. Execute a listing agreement with BCHA's real estate contractor or execute a listing agreement with a Blaine County licensed real estate agent and pay the listing agent's Selling Office Commission.
   (a) If the seller chooses to list with BCHA's real estate contractor, the Administration Fee will be adjusted accordingly and as determined by BCHA staff.
2. After 90 days of marketing, offer a credit to buy-down the buyer's interest rate for 1% of the listing price. Any offers made that meet these new conditions must be accepted.
3. After 90 days of marketing, reduce the listing price by 10%. Any offers made that meet these new conditions must be accepted.

D. Sale Fees

1. Unless otherwise instructed in the Deed Covenant, the seller must pay a non-refundable prepayment of $500 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount will be deducted from the total Administration Fee due to BCHA at closing and will be used to offset costs of radon testing and a home inspection. The home inspection may be critical in finalizing the Maximum Sale Price of the home.

2. At the closing of the sale of the Community Home, the seller must pay BCHA an Administration Fee, minus the $500 pre-payment. In the event of three unreasonable denials and no sale, BCHA will invoice the Community Homeowner for this Administration Fee.

~~F.~~E. Calculation of Maximum Sales Price

1. For existing Community Homes ~~in Categories 1 to 6 and Category Local appreciation capped restrictions: Unless otherwise stated in~~, the ~~Deed Covenant,~~ Maximum Sales ~~Prices are~~Price is determined by the initial purchase price of the seller plus ~~the lesser of the~~allowable appreciation ~~cap~~ and ~~appreciation based on CPI, plus~~BCHA-approved Capital Improvements.

2. For Newly Constructed or Acquired Community Homes: 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." The aim is to ensure that the price of a Community Home is affordable to every purchaser within that Income Category. "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.

F. 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.

G. Ongoing Requirements for Community Home Ownership

1. The eligibility of owners to occupy Community Housing must be reviewed and verified annually (i.e., re-qualified) to ensure that they continue to meet the following criteria:

(a) The priorities that they initially qualified for when purchasing the Community Home.
(b) The requirements outlined in these Policies and subsequent Policy updates.
(c) The Deed Covenant associated with the Community Home.

2. To re-qualify owners for continued program eligibility, BCHA will send a Compliance Monitoring Form with instructions. The owner must, within 10 business days of receipt, complete the required form and provide the required documentation. Failure to do so after BCHA has attempted to contact the owner a second time, by the deadline provided, will result in a $300 fee. Failure to respond to BCHA's third contact attempt is considered a default of the Deed Covenant and may result in the forced sale of the Community Home.

3. If the owner conducted Capital Improvements since the last re-qualification, the owner must provide the Capital Improvement form that lists improvements, along with receipts, to BCHA at each annual compliance for evaluation and approval. If the owner must get a building permit for the Capital Improvement and want it to be added to their Maximum Sales Price, BCHA review in advance is required. If these improvements are not reported by the annual compliance monitoring each year, the owner will not be given credit for the improvement.

4. The owner must cooperate with BCHA to regularly review the condition and maintenance of the Community Home to ensure compliance with provisions of the Deed Covenant and Policies. This may require a tour of the property by BCHA staff and an inspection, should staff desire. Deferred maintenance may result in the inability to realize the Maximum Sale Price allowable by the Deed Covenant.

~~1.~~5. The owner must not offer any portion of the home as a short-term or vacation rental.

6. The owner must 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). Category Local owners may long-term rent to a roommate so long as the following criteria are met:
(a) The roommate meets BCHA's priorities outlined in Section 2;
(b) The owner continues to occupy the Community Home for at least nine (9) months out of every twelve (12) month period.

7. The owner and household members must not acquire or own developed residential real estate (excluding shared inheritance of less than 50% ownership).

8. Upon death of an owner, the Community Home must be transferred to the decedent's estate within 6 months of the date of death. Upon that transfer, the Community Home would be considered in default as a result of the Judicial Process and subject to the terms and conditions contained in Section 4. C. However, if any heir(s) to the estate wishes to occupy the Community Home, they may submit the Common Intake Form. If the information provided in the Common Intake Form can reasonably demonstrate that the heir(s) may meet eligibility requirements,

BCHA will request the heir(s) submit a Full Application. This application will be prioritized as follows:

(a) If the heir(s) meets BCHA's priorities and requirements outlined in 2.A., then they will have the right to immediately occupy the Community Home, however a new Deed Covenant, A&A, and subordinate mortgage must be executed prior to occupancy.

(b) If the heir(s) meet BCHA's requirements only as outlined in 2.A., they will be moved to the Waitlist behind Applicants who meet both BCHA's priorities and requirements, but ahead of Applicants who meet BCHA's requirements only. The Community Home may be sold to any Applicant ahead of the heir(s) on the Waitlist under the terms and conditions outlined in Section 4. C.

(c) If the heir(s) do not meet BCHA's priorities or requirements, they are not eligible to occupy the Community Home and it must be sold under the terms and conditions outlined in Section 4. C.

9. The Homeowner's Exemption must be utilized on the Community Home, as confirmed by the tax assessor.

10. Homeowners who do not comply with the terms of the home deed and/or program expectations, as described within these Policies, may be required to sell the home. The Deed Covenant may include fees or other enforcement tools that BCHA would apply.

H. Long-Term Absences, Only with Board Approval

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.

I. Long-Term Rental Options during Board-Approved Long-term Absences

1. 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).

2. The Community Home can only be rented to a BCHA- qualified Tenant.

3. If approved by the BCHA Board, the leave of absence may be for up to one year.

4. The Rental Rate must be approved by BCHA and must be within the published monthly affordability described in the Deed Covenant and in no event may exceed the published

Maximum Housing Cost of the designated Income Category. The Category Local rental rate is determined by BCHA staff and must be at least 10% below advertised rental rates.

(a) The Community Home must be rented in accordance with the Policies during the authorized period so long as other Deed Covenants covering the home permit the rental. Any perspective Tenant must be qualified by BCHA *prior* to the execution of a lease.

(b) Should the owner 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) Lease terms must be for more than 90 days and 1 year or less. The lease is non-renewable. If – within 10 months of the lease – a second Exception is approved by the Board to extend the rental beyond one year, the tenant must first be provided a buy-out option that does exceed the Maximum Sale Price.

5. A copy of the executed lease must be provided by the owner to BCHA.

6. The owner must provide the tenant with the HOA CC&Rs, Bylaw, Rules and Regulations and is responsible for their enforcement.

J. Long-Term Rental Options During Owner Occupancy

1. If an Owner of a Category Local Community Home seeks a roommate while they continue to occupy the Community Home, the roommate must be reviewed and approved by BCHA for local priority prior to lease execution and occupancy.

2. If an Owner of Community Home with Income Category 1 through 6 seeks a roommate while they continue to occupy the Community Home, they must first notify BCHA of the intent.

(a) Only Income Category 1 qualified Applicants will be considered.

(b) At least sixty (90) days notice must be given, so that BCHA can request permission from the local government that created the Community Home and designated the Income Category.

(c) If the local government approves, any potential roommate must be reviewed and approved by BCHA for local priority prior to lease execution and occupancy. Annual compliance requirements must be followed, as with any other BCHA Tenant. Upon request, BCHA will contact potentially eligible Applicants in its Applicant Database.

(d) The following conditions will also apply:

I. The owner must continue to use the Community Home as a Primary Residence.

II. Minimum of 12-month lease.

III. Housing costs for the Tenant must not exceed the maximum housing costs of Income Category 1, as determined annually by BCHA.

IV. The owner must notify BCHA if the Tenant falls out of compliance with the Policies.

V. Owner must notify BCHA when a Tenant plans to vacate so that the replacement search can begin.

(e) If a potential buyer can only qualify for a Community Home and meet the applicable occupancy standards by having a roommate, the occupancy standards will continue to apply for a five-year period after purchase. Over that five-year period, the occupancy standards could be met by having a BCHA-qualified roommate or by growing the owner's household (relative, partner/spouse/significant other).

Section 5. Developer Owners & Property Management

A. Development Guidance

Community Homes developed as part of a zoning code incentive requirement must meet building and fire code. In addition, BCHA provides the following guidance to consider in the design and development of Community Homes. BCHA requests that developers meet with staff and provide materials in advance of submission of pre-application/design review to Blaine County's local Planning and Zoning Commissions. At that time, BCHA staff can review project specificities for compliance with this guidance. BCHA recommends that Community Homes meet the following guidelines:

1. A Community Home is located above ground level.

2. For buildings without direct entrances to units, every Community Home is accessed via the same entrance as the market rate homes. Alleyway access is not preferred.

3. A Community Home has adequate natural light, with a minimum of 10% of the floor area covered by windows or skylights. This means that for every 100 square feet of floor space, at least 10 square feet of wall or ceiling area should be dedicated to light-transmitting windows.

In addition, the number of bedrooms in a unit directly impacts the maximum achievable rent. A bedroom, for the purposes of BCHA's Maximum Housing Costs and occupancy standards, is defined as an area that meets fire code for sleeping, has a door that closes, and has floor to ceiling walls. Prior to marketing a Community Home, BCHA will conduct an inspection to confirm the number of bedrooms.

B. Homeowners Association Assessments, Dues & CC&Rs (Ownership Community Homes)

1. To preserve the affordability of Community Homes for ownership in new developments with a mix of income categories or Community Homes and market units, the Covenants, Conditions and Restrictions (CCRs), or like governing documents, must meet certain standards. BCHA must review CCRs that will be recorded for a development that includes Community Homes for ownership as well as any subsequent amendments thereto for compliance with the following standards and affordability concepts of these Policies.
2. Homeowners Association Regular Dues and Special Assessments must be calibrated for Community Homes based on and limited to a Community Home's proportional value to the total value of all units in a development. Market rate unit Regular Dues and Special Assessments can be allocated among market rate units as determined by the HOA, but the maximum allowable

percentage for Community Homes may not exceed the proportional value of each Community Home to the whole development.

For the purposes of this calculation, the value of each unit type will be determined as follows:

(a) Market Units: The value of each market unit in a development is the Blaine County Assessor's assessed value for the unit. If in the first year of the development that Homeowners Association Regular Dues are assessed the unit does not yet have an assessed value, the value of each market unit is its original sale price or listing price established by the developer.

(a) Community Homes: The value of each Community Home in a development is the Blaine County Assessor's assessed value for the unit. In the first year that Homeowners Association Regular Dues are assessed the value of each unit is the Maximum Sales Price, as determined by BCHA.

3. Financial impact of Special Assessments on Community Homeowners must be further reduced. BCHA options for Special Assessments include the following:
   (a) Option 1: Exempt Community Homes from Special Assessments. Some HOAs with Community Housing Units (e.g. Elkhorn Springs) exempt those units from Special Assessments entirely.
   (b) Option 2: BCHA-approved hard cap on Special Assessments for Community Homes. Special Assessments could be capped so as not to be overly burdensome on community homeowners. Allow for amortized Special Assessment payments for Community Homes at no additional interest. CC&Rs can require that Special Assessments for Community Homes must be amortized over a period such that the maximum payment requirement is no more than a percentage of the annual obligation for the HOA Dues.
      i. For example: In any given year, the maximum Special Assessment for a Community Housing Unit cannot exceed a percentage of the annual HOA dues for that unit.
   (c) Option 3: Any other BCHA-approved reduction.

4. In addition, the CC&Rs must contain the following:
   (a) Capital reserves must be funded with at least 25% of annual operating costs.
   (b) HOA Regular Dues cannot be increased by more than 5% annually for Community Homes.
   (c) Community Homes are exempt from Special Assessments on the following:
      i. Luxury improvements and items: Any item or feature of an item that is not essential or necessary but is an amenity or desired bonus that adds pleasure, comfort, or convenience to either aesthetics or function and which may increase the market values of the unrestricted properties.

ii. Limited common areas or exclusive use common areas & amenities that are not accessible for use by Community Homeowners.

(d) HOA must provide Community Homeowners or BCHA with the Regular Dues structure, upon request.

(e) Any changes to the CC&Rs or other governing documents impacting the calculation of Regular Dues or Special Assessments for Community Homes require BCHA's approval.

C. Calculation of Maximum Sales Price

1. For Newly Constructed or Acquired Community Homes: 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." The aim is to ensure that the price of a Community Home is affordable to every purchaser within that Income Category. "Maximum monthly housing cost" includes the following monthly payments:

(f) Principal, interest, and mortgage insurance payment (if any) on first mortgage.

(g) Escrow payment of property taxes and property insurance.

(h) Land lease payments if any.

(i) Homeowners/condominium association fees if any.

(j) Utility costs.

D. Maximum Housing Costs (Rentals)

1. BCHA does not accept Category 6 (140% AMI) rentals. Category Local has no maximum income and must follow the Category 5 Maximum Housing Costs.

2. Maximum Housing Costs are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This cost includes rent, any fees charged to the Tenant, and essential utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.

3. The Maximum Housing Costs for Community Housing are published by BCHA online and updated annually.

4. Lease terms must account for estimated or actual utilities and charge less than the Maximum Housing Cost associated with the income level and unit size. For tenant-paid utilities or new developments, property managers must use a BCHA- approved analysis or use BCHA's Utility Allowance Analysis. BCHA's Utility Allowance Analysis estimates costs based on each unit's size, appliances, and heat source and is available on BCHA's website.

E. Property Manager /Owner Lease-up Obligations

1. BCHA receives a Notice of Intent to Rent from the owner of the Community Home. Owner is required to provide BCHA with their tenant selection criteria or policy. Tenant selection criteria must be reasonable.

2. BCHA will follow the Applicant Selection Process outlined in Section 2.

3. Property manager must provide the lease for Applicant review at least 48 hours before lease execution, unless the Applicant waives this right by notifying BCHA.

4. The final determination and offer of tenancy to an Applicant is the decision of the owner, not BCHA. However, the following applies:
   (a) The property manager must follow the Fair Housing Act in their selection of the tenant.
   (b) The property manager must not deny a tenant because of source of income, such as tenant-based rental assistance (also known as housing vouchers or Section 8).
   (c) If criminal history is considered, property manager must consider how long ago a conviction occurred, the severity of the crime, the specific type of crime, and whether such a crime impacts the physical building or health and safety of neighbors and staff.
   (d) If credit history is considered, the credit score must not be the sole cause for denial but one of other factors such as timely payments or property manager reference.
   (e) If property manager /owner denies an Applicant, they must provide written justification and evidence (criminal background check, credit history, landlord reference), if any, explaining the denial and provide the Applicant an opportunity to appeal. This will assist BCHA in facilitating housing access for that Applicant.

5. If the property manager is provided five qualified Tenants for one unit and there is no interest in renting because of the rental rate plus utilities, then BCHA can require the total housing cost to be reduced in 5% increments.

F. Ongoing Obligations for Property Managers / Rental Owners

1. Once an Applicant secures a rental Community Home through BCHA, the Property manager must provide a copy of the lease with BCHA. The lease must contain the following provisions:
   (a) Beginning and end dates of the lease.
   (b) Names of all unit occupants.
   (c) Security deposit amount and all fees.
   (d) Rent amount and how/where to be paid.
   (e) Owner's right of entry.
   (f) Repairs and Maintenance.
   (g) What utilities are paid by the tenant.
   (h) What appliances are provided by the Property manager.
   (i) Tenant Requirements.

(j) Protection of the Lease upon Sale.
(k) Terms of BCHA's Lease Addendum (see Exhibit A).

2. All leases must be for a 12-month period or more, except for exceptions outlined in these Policies or if both the Property manager and the Tenant mutually agree on alternative terms. Both Property manager and Tenant must directly communicate with BCHA confirming the voluntary terms of the lease.

3. Sixty (60) days prior to lease renewal, the Property manager must submit to BCHA all Community Home leases to verify total housing costs and lease dates. The property manager must submit the requested information and a copy of the new lease, to the BCHA within ten (10) business days of receipt of the Rental Renewal Notice.

The property manager must notify BCHA within ten (10) business days of receiving a notice from a tenant that they will vacate, or have vacated, the unit. If a Tenant falls out of compliance, BCHA will notify the property manager of whether they must provide a thirty (30) day notice to vacate or not renew the tenant's lease. A copy of the Notice to Vacate must be provided to BCHA. ~~Section 6. Procedures for Exceptions and Grievances~~

4.

5. If BCHA is notified or suspects that the Owner might be leasing to an unqualified Tenant, the BCHA will notify the Owner and request documentation and clarification.

6. The owner and property manager must comply with these Policies and any Exceedance Agreement, Development Agreement, and Deed Covenant that applies to the Community Home. The property manager must work in partnership with BCHA on all compliance matters. Failure to do so can result in BCHA seeking legal remedies, including but not limited to the following:
   (a) Seek specific performance of the legal agreement.
   (b) The right to void any contract for lease, conveyance or other transfer of the Home in violation of the provisions of these Policies, Exceedance Agreement, Development Agreement, or Deed Covenant.
   (c) BCHA- and municipal government-approved buy-out option, if applicable.

G. BCHA's Code of Conduct for Participating in Community Housing Programs

In addition to the eligibility criteria and requirements outlined in other agreements, BCHA is not required or obligated to serve or enter into new Deed Covenants with developers, owners, or property managers who:

1. Have received a letter of non-compliance from BCHA and not cured their out-of-compliance within the time period specified.

2. Have engaged in abusive, violent or threatening behavior directed toward BCHA staff or neighbors. Persons and entities who have a history of such behavior may be denied application to BCHA's programs for a minimum period of ten (10) years.

3. Have, within the prior ten (10) years, been in violation of BCHA's Community Housing Policies, a BCHA Lease, Lease Addendum, Deed Covenant, or agreement with a local jurisdiction, such as an FAR Exceedance Agreement or Development Agreement.

4. Currently owe fees or other money to BCHA, to another affordable or community housing program, or government entity.

5. Have failed to respond to a written request for information with the information requested.

6. Have failed to provide, within the necessary time limits, the required verification to determine their eligibility and compliance.

7. Have misrepresented any material fact to BCHA during application, lease-up, sale, or compliance.

Any person or entity who is denied will be notified by BCHA. They may request a review of any such denial pursuant to the steps set forth in Section 6 "Procedures for Exceptions and Grievances."

Section 6. 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. Exception Request

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:~~by completing the Exception Request form that requires the following information:
   (a) The Specific BCHA Policy or Policies which the Applicant, Tenant, or Owner is requesting ~~waiver of~~to waive or ~~alteration to;~~alter.
   (b) The personal and specific 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~~their representative, if any.

3. Upon receipt of a request for Exception, the BCHA staff ~~shall~~must:
   (a) Review, investigate, and request clarification or additional documentation.
   ~~(a)~~ Prepare for the BCHA Board a staff report analyzing and making a recommendation on the requested Exception~~;~~
   (b) ~~Shall forward~~. Staff will redact extraneous information to focus the report solely on the personal and specific circumstances constituting an undue hardship or burden.
   (c) Forward the staff report to the Board and all parties involved ~~to hear~~. The person making the request can provide clarification, but the staff are the ultimate author of the staff report and additional information provided after the deadline provided will not be integrated into the report. However, if relevant, staff may include this additional information in their verbal presentation at the Exception Hearing.
   ~~(a)~~(d) Add to the agenda of an upcoming regular Board meeting – or schedule a Special Meeting at staff's discretion – an Exception Hearing for the Board to review and make a decision on the request~~, but in no event shall such~~. The meeting must take place ~~more than thirty (30~~within forty-five (45) days after receipt by BCHA staff of the request for Exception~~.~~

and all required information and documentation.

~~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 deciding 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.~~

4. 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 that meet the following requirements:

   ~~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~~must 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~~must 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.

5. At the Exception Request hearing, staff present the report, the person making the request and any party involved can voluntarily and verbally present additional information, staff can clarify, and the requester can rebut before the Board responds to the request. Prior to deciding on the request, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations, but absent exigent circumstances the Board must provide a decision within thirty (30) days of the hearing.

~~5.~~6. The Board will make every effort to render a decision within sixty (60) days after the filing of the complete request and all requested additional information. ~~The Board~~Staff will provide the person making the request ~~with its~~and all parties involved the Board's written decision and findings~~, to all parties involved. 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. ~~Filing~~Appealing an Exception Request

1. Applicants to whom a request for Exception is denied may appeal the decision in accordance with the procedure described below. An appealed Exception Request is filed by filling out the form provided by BCHA staff, along with any additional evidence, which requires the following information:
   (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" (or fix) the allegedly improper denial.
   (d) The name, address, telephone number, and email of the grievant and their representative, if any.

2. An appeal of the denied request for Exception shall be heard in the same manner described in 6.A. If the request is again denied on appeal, the grievant may submit a final appeal that follows the Grievance Hearing process, in writing, within thirty (30) days after the date the decision is rendered.

~~B.~~C. Filing a Grievance

1. A Grievance may be filed by any Applicant, Tenant, or Owner as a means of appealing a denied request for Exception or based on an alleged violation by BCHA of one or more provision of this Policy~~.~~ or the Deed Covenant.

~~2. 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.~~

~~3. Any Applicant, Tenant, or Owner may file a general Grievance with BCHA, in writing, stating:~~

2. A Grievance based on an alleged failure of BCHA to act in accordance with its Policies is filed by filling out the form provided by BCHA staff, along with any additional evidence, which requires the following information:
   (a) The specific ~~provision~~Section and language 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" (or fix) the violation~~; and~~.

(d) The name, address, telephone number, and email of the grievant and ~~his or her~~their 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.~~D. Grievance Hearing procedure

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. In the event that this 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~~;~~.

   ~~(a)~~ Through a civil court proceeding~~;~~

   (c) . The grievant may be eligible for pro bono legal assistance through Idaho Legal Aid~~; or,~~.

   (d) ~~(a)~~ 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.

3. Notice of the ~~public hearing shall~~Grievance Hearing must be provided to the Board, the grievant, and any other parties involved, to be held as soon as practicable and convenient to the Board, staff, and the grievant, but ~~in no event shall such hearing~~must take place ~~more than thirty (30~~within forty-five (45) days after receipt by BCHA staff of the grievance~~.~~ and complete documentation.

~~Within no less than seven (7~~

4. At least fourteen (14) 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.

5. If, after written request for production of such, any document, record, or regulation is not made available by BCHA or the grievant ~~in~~within the ~~aforementioned manner~~required timeframe, said document may not be relied upon at the hearing.

6. If any of the above requirements cannot be reasonably fulfilled by the originally scheduled date of the ~~public~~Grievance 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~~must be rescheduled for a date ~~no later than~~within thirty (30) days after the originally scheduled hearing.

7. ~~At the public hearing,~~Staff will review the grievance, investigate, and request clarification or additional documentation. Staff will then prepare for the BCHA Board a staff report analyzing and making a recommendation on the Grievance. Staff will redact extraneous information to focus the report solely on the alleged violation.

8. Staff will send the staff report to the Board and all parties involved. The grievant ~~shall~~can provide clarification, but the staff are the ultimate author of the staff report and additional information provided after the deadline provided will not be integrated into the report. However, if relevant, staff may include this additional information in the verbal presentation at the Grievance Hearing.

~~7.~~9. At the Grievance Hearing, the grievant can present their argument and the evidence in support of it before the Board. The agenda will follow these steps:

(a) Staff presents their investigation and analysis to set the context.

~~(a)~~(b) The grievant is then invited to state their case. The grievant has the right to be represented by counsel.

~~(b)~~(c) Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.

(d) Staff can defend or clarify, in response to the grievant's statement. Grievant can then rebut.

~~(c)~~(e) The opportunity to cross-examine may be afforded or denied at the discretion of the BCHA Board, and, if afforded, ~~may~~must be regulated by BCHA as it deems necessary for a fair hearing.

~~8.~~10. If the ~~complainant~~grievant 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.

~~9.~~11. Following the conclusion of the ~~public~~grievance 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~~must be issued within six months after the date the Grievance is filed.

~~10.~~12. BCHA will make its determination on the basis of these Policies and Deed Covenants associated with the unit. The decision of BCHA will be binding on all parties involved, and BCHA and/or the grievant ~~shall~~must take all actions necessary to carry out the decision following its issuance as soon as reasonably practical. BCHA must have the authority to enforce its determinations, as provided by law and put forth in these Policies and BCHA-drafted Deed Covenants attached to the land.

~~11.~~13. 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.

Exhibit A. Blaine County Housing Authority's Lease Addendum

~~1. Qualified Renter.~~

~~(a) The Owner must rent the Community Home to a Qualified Renter.~~

~~(b) Renters are required to respond to the BCHA's requests for information to annually certify compliance.~~

~~(c) Both Owner and Qualified Renter are required to adhere to BCHA's Community Housing Guidelines, Section 3. The most current version adopted by the BCHA Board of Commissioner's applies.~~

~~(d) The Owner is also subject to any Deed Covenant, Exceedance Agreement, and/or Development Agreement recorded for the unit.~~

1. Owner cannot charge above the Maximum ~~Rent.~~Housing Costs. The owner is obligated to ensure that no more than the Maximum Rent is charged, accounting for the estimated cost of essential utilities and all other fees.

2. Rent Increases are Limited.
   (a) The Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of BCHA.
   (b) The Owner is obligated to first give the BCHA sixty (60) days written notice of intent to raise above the allowable amount and respond in a timely manner to ~~the City's~~BCHA's requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified ~~Renter~~Tenant at least ninety (90) days written notice.
   (c) If, upon annual re-certification, BCHA determines that the ~~Renter~~Tenant is two (2) income categories above the unit's designated income category, ~~Renter~~Tenant will continue to pay the ~~rent and any utilities~~Maximum Housing Cost associated with the unit's income level directly to the ~~landlord~~property manager. BCHA will charge the difference between the unit's income level and the Maximum Housing Costs associated with the ~~Renter's~~Tenant's new income. This additional rent will be paid directly to BCHA.

~~2. Renter Must Rent the Home for use as Primary Residence.~~

~~(a) The Qualified Renter may use the Home only for residential purposes~~ Tenant and ~~any activities related to residential use that~~Owner are ~~permitted by local zoning law, except the~~ obligated to adhere to BCHA's Community ~~Home cannot be used for short-term or vacation rental, or subleased.~~

~~(b) A lease is required for a minimum of a twelve (12) month term.~~

~~(c) The Tenant must use the Home as their Primary Residence~~Housing Administrative Policies and ~~reside in~~ the Deed Covenant tied to the unit~~for more than nine (9) months of any given twelve (12) month period.~~

3. . If ~~the~~ Tenant ~~accepts permanent employment outside of Blaine County or resides in the~~

~~Home fewer than nine (9)~~falls out of ~~any twelve (12) months, the Tenant will be deemed to have ceased to use the Home as a Primary Residence~~compliance with the Priorities and ~~must be required to relinquish the Community Home.~~requirements outlined in Section 2.A..

~~(d) Tenants must re-certify with Blaine County Housing Authority for each year of the lease term.~~

~~(e) An Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing executed by the Tenant.~~

~~(f) Additional criteria are in Program Policies.~~

4. Owner may not Evict or not Renew Lease without Just-Cause or Mediation. Idaho's Landlord Tenant Manual provides the minimum protection for tenants https://www.ag.idaho.gov/content/uploads/2023/07/LandlordTenant.pdf. Given the difficulty with finding alternative affordable housing, Community Housing rentals with a Deed Covenant managed by the BCHA only allow for just cause eviction under the following circumstances:

(a) Just-cause for eviction and non-renewal of leases is allowed of a Qualified ~~Renter~~Tenant after the following conditions are met:

I. ~~a~~ Notice of Default or Non-Compliance was provided to the Qualified ~~Renter~~Tenant and BCHA~~, (ii)~~ ; and

II. Owner makes a reasonable effort to participate in the mediation process ~~as determined~~in advance of, or as required by ~~the BCHA~~, court order and adheres to any resulting mediation agreement~~, and (iii)~~.

~~(a)~~(b) Just-causes for eviction and non-renewal of leases, with a 30-day written notice is provided the Qualified ~~Renter~~Tenant and BCHA~~. Just-cause eviction~~, includes the following:

I. Repeated violations of the lease terms or Property's Rules and Regulations.

II. Refusal to accept reasonable changes in the terms and conditions of the lease.

III. Conviction of a drug use committed on the property.

IV. The Owner or BCHA determines that the tenant falsified eligibility with program criteria.

V. Tenant no longer meets BCHA's prioritization criteria by which Tenant accessed the Community Home or BCHA's other program eligibility requirements.

(c) Just-causes for eviction, with a 15-day written notice is provided the Qualified Tenant and BCHA, include the following:

I. Failure to pay rent or habitual late payment of rent.

II. Repeated disorderly conduct.

~~I. Damage or destruction to the property.~~

~~II. Substantial violation or breach of covenants or agreements contained in~~

~~the lease pertaining to illegal use of controlled dangerous substances or other illegal activities.~~

~~III.~~ Just-causes for eviction,

~~IV. The BCHA determines that the tenant falsified eligibility~~ with ~~, or is no longer in compliance with, BCHA's Community Housing Policies.~~

~~V. Qualified Renter assaults or threatens the landlord, their family, employees, or other tenants (this may be eligible for~~ a ~~three (~~3~~)~~ day written notice~~).~~

~~(b)~~(d) ~~5.A. applies except for just-cause evictions sought in~~ is provided the Qualified Tenant and BCHA, include the following ~~scenarios when a three (3) day notice is allowed under Idaho law~~:

I. Qualified ~~Renter~~Tenant is engaged in the unlawful delivery or production of a controlled substance on the premises of the leased property during the tenancy.

II. Qualified ~~Renter is convicted of assaulting~~Tenant damages or ~~threatening~~commits waste upon the ~~landlord, their family,~~property, verbally or physically assaults or threatens the Property manager or its employees, or other tenants.

~~(c)~~(e) If the Qualified ~~Renter~~Tenant or their visitors are committing acts of domestic violence and/or sexual assault, then the Owner or Property manager must (1) ~~refer tenants to the Advocates~~notify BCHA and (2) follow the Violence Against Women Act~~;~~.

~~(d)~~(f) Owner may not coerce or harass tenants to waive their rights, lease-terms, or move out.

5. ~~Owner's Ability to Improve the Home is Limited. The term "~~Capital Improvements~~" means~~ are limited during occupancy if any ~~improvements that (i) exceed~~of the following circumstances are met:

(a) Work exceeds more than a single eight-hour day~~; (ii)~~.

(b) Work requires packing, moving, or storing belongings~~; (iii)~~ .

~~(a)~~(c) Continued occupancy constitutes a danger to the Qualified ~~Renter's~~Tenant's health or safety and/or the nature of the improvement creates an undue burden or unnecessary hardship~~; or (iv) the Qualified Renter does not have access to functional kitchen or bathroom facilities. In addition, Capital Improvements include any improvements that change the footprint, square-footage, or height of the house. No improvements may be made to the Home that would affect its bedroom configuration~~.

(d) The ~~Owner will~~Qualified Tenant does not have access to functional kitchen or bathroom facilities.

If an owner seeks to make improvements that meet any ~~Capital Improvements to~~ of the ~~Home~~above, they must provide BCHA with a plan for in-place rehabilitation or relocation. Except for health and safety emergencies, work cannot commence without the prior written

consent of ~~the City, which~~BCHA. Consent may be withheld in ~~the City's~~BCHA's sole and absolute discretion or may include notice and relocation assistance requirements.

~~(h) The Owner may make other improvements to the Home without the consent of the City as long as such improvements (i) do not meet the criteria in Section 4, (ii) are constructed in a professional manner, (iii) reasonable efforts are made to comply with Qualified Renter's scheduling requirements, and (iv) comply with all applicable laws and regulations.4 does not apply in the event the Home is damaged or destroyed following a fire or other casualty.~~

~~5.~~6. ~~Repairs and Turnover Procedures.~~ The Owner is required to ~~make~~ disclose defects and necessary repairs when the Community Home is turned over ~~as follows:~~by the following, or similar, method:

~~(i) The Owner must provide an Inspection Checklist in the lease that the Qualified Renter must, prior to signing the lease, use (i) with an inspector at their sole expense or (ii) to self-inspect and the City has the option of inspecting. The inspection is to ensure that the Home is in decent, safe, and sanitary condition and identify any additional needed repairs. The Owner must cooperate fully with the inspection.~~

~~(j) The Owner must repair specific reported defects or conditions necessary to bring the Home into full compliance with the checklist and deed restriction prior to transferring the Home.~~

(a) ~~The Owner must bear the full cost of the necessary repairs and replacements.~~Providing the Applicant with an Inspection Checklist (either BCHA's or a BCHA approved Inspection Checklist) and walking through the Community Home prior to executing the lease.

(b) Determining repair timelines, if needed, in the Inspection Checklist.

(c) Including the Inspection Checklist in the lease agreement.

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

BLAINE COUNTY HOUSING AUTHORITY

Community Housing Administrative Policies DRAFT May 21, 2025

We are committed to equal housing opportunities. We do not discriminate based on race, color, religion, national origin, sex, gender, sexual orientation, disability (physical or mental), familial status, or creed.

Table of Contents

Section 1. Introduction

A. Mission Statement

The Blaine County Housing Authority's (BCHA) 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 Policies

1. The purpose of these Policies is to define and describe the process and qualifications of renting, purchasing, and selling Community Homes within Blaine County. These are the parameters by which BCHA administers Deed Covenants and Community Homes in its programs. BCHA staff are required to follow, implement, and enforce these Policies: Any Exceptions can only be approved by the BCHA Board of Commissioners.

2. The Policies are supplemented by professional guidance available from BCHA staff.

3. These Policies are also 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.

4. These Policies are intended to support the attainment of BCHA goals and to supplement the Deed Covenant, land use and building codes used by the County and Cities. The Policies are used to review land use applications, to establish affordable rental rates and sales prices, and to establish criteria for admission and occupancy.

5. These Policies will be reviewed and updated from time to time.

6. In the event of any conflict between Policies and the Deed Covenant, the Deed Covenant will prevail.

C. Role of The Blaine County Housing Authority

Blaine County Housing Authority (BCHA) is a public entity and has administered Community Homes and provided housing policy advice to local Blaine County governments since its inception in 1997. The role of BCHA, as transferred to Blaine County, is determined by BCHA's Creating Resolution 2007-33 (amended 2010-36). It states, "*Recognizing that the Wood River Valley is one social and economic unit,*

the Board of County Commissioners believes it can better fulfill the affordable housing needs of the County's residents by creating a county housing authority that represents all of its citizens through participation by the County and all of the Cities in the County as members of its governing body. By granting each governmental jurisdiction a more direct voice in the selection of the Board members, we believe the organization will be more representative and more effective fulfilling the housing needs of each jurisdiction and the county as a whole….The County Board desires that the Housing Authority prioritize its services in the following areas:

1. *Assist the County, cities and private developers with planning affordable housing.*

2. *Perform periodic needs assessments and program studies to assure that Agency programs are productive and effective and advise the county and Cities of any policies and programs changes that would facilitate development of affordable housing.*

3. *Act as a clearing house for the delivery of housing product and placement of qualified applicants by maintaining a current list of applicants, qualifying purchasers and renters and aiding applicants with the purchase or rental of available Community Housing.*

4. *Generate, maintain and update Community Housing Guidelines (Policies) and deed restrictions; and monitor compliance by developers, buyers and renters.*

5. *For its own account, or in concerts with others, develop affordable housing within the County.*

Nothing in this section shall preclude BCHA from undertaking other projects as authorized by Idaho Code. Additional responsibilities and direction, as adopted by the BCHA Board of Commissioners, are described in BCHA's long-term Strategic Plan and Annual Action Plans."

D. Authority of the Blaine County Housing Authority

BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code. BCHA is not a certified Public Housing Authority associated with, or managed by, the U.S. Department of Housing and Urban Development (HUD).

E. Income Categories

1. Income Categories are used by BCHA to determine which Applicants must be considered for specific Community Homes. These Income Categories are based on percentages of the Area

Median Income (AMI) and adjusted on an annual basis by BCHA and informed by HUD-adjustments.

2. The most current chart for Household Income Categories is available at www.bcoha.org. Income, assets, and debts for all adult household members must be disclosed to determine the Applicant's Income Category.

3. The actual dollar amount of income and net worth limits per category change annually and are listed as Income Limits published by BCHA on its website for the Income Category and Household Size.

4. The Income Category of the Household is determined by total Gross (pre-tax) Income of all members of the Household must not exceed the maximum Household Income specified.

5. BCHA will not qualify a Tenant for the rental of a Community Home designated Category 1 through 6 to an Applicant whose income category is higher or lower than the unit's designated category. BCHA will not qualify a buyer for the sale of a Community Home designated Category 1 through 6 to an Applicant whose income category is higher than the unit's designated category.

F. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a purchase and sale transaction of a Community Home as compensation for administering the lease-up and sales process, describing and enforcing program requirements, and monitoring compliance with the Deed Covenants.

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 Applicants who have completed the Common Intake Form. Except for transitional housing placement, the date that an Applicant joins the Applicant Database is the date that an Applicant submitted a complete application (if prior to 2023) or the Common Intake form determines Waitlist prioritization.

4. **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. Assets used to provide equity in the purchase of a Community Home are considered Assets for BCHA's purposes. Assets in retirement accounts that will be taxed or penalized for retrieval prior to retirement will not be considered Assets for BCHA's purposes.

5. **Common Intake Form** - Initial Application to enter BCHA's Applicant Database and be

considered for BCHA's housing and referred to other housing providers.

6. **Capital Improvements** - Unless otherwise defined in the Deed Covenants on the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, maintenance costs, and standard depreciation when applicable. For Capital Improvements to be included in the Maximum Sales Price calculation, they must be approved by BCHA during annual review and not considered luxury or for a limited population group.

7. **Community Housing/Home** - Dwelling units, for sale or rent, restricted typically via deed covenant for households meeting assets, income and/or minimum occupancy policies approved by BCHA. Homes that first prioritize or are restricted to employees of specific employers are not considered Community Housing (see Employer Housing).

8. **Deed Covenant** - A legally enforceable provision in a deed that restricts use, occupancy, alienation, and other attributes of real property ownership or imposing affirmative obligations on the owner or Tenant of the real property.

9. **Person with a Disability** - A person who is any (1) a person who has a physical or mental impairment that substantially limits one or more major life activities; (2) a person who has a history or record of such an impairment; or (3) individual who is perceived by others as having such an impairment.

10. **Employer Housing** - Housing which is required to be developed or administered in conjunction with an organization and is intended for sale or rental by the employees of the enterprise.

11. **Employee** - A person who is employed or offered employment and is working for a minimum of 1,500 hours worked per calendar year (average of 30 hours per week) for one or more employers (or self-employed). Exceptions to the minimum work hours include teachers and active-duty military personnel. Breaks in these employment requirements that do not disqualify applicants include temporary physical or mental disability, family medical leave, and education or training.

12. **Exception** - A review of a petition to waive the provision of these Policies due to special circumstances.

13. **Fixture** - Personal property attached to or installed on land or a structure thereon to become part of the real property.

14. **Full Application -** The final determination of eligibility and priority for a current housing opportunity, which requires documentation.

15. **Grievance** - Any dispute that an Applicant, purchaser, seller, or Tenant may have with BCHA

with respect to an alleged action or failure to act in accordance with the complainant's rights, duties, welfare, or status under these Policies or Deed Covenant.

16. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property and investments, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.

17. **Household** - All individuals who are occupying or intend to occupy the Community Home.

18. **Household Income** – The total Gross Income of all adults who are or will be occupying the Community Home.

19. **Income Category** –
    (a) For a household, the classification of a household's annual income as a percentage of the Area Median Income, adjusted for household size and defined by BCHA.
    (b) For a Community Home, the classification is a designation determined by the Deed Covenant and/or relevant land use agreements.

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. **Debt** - Monetary obligations and liabilities owed by an Applicant.

22. **Local Person with a Disability** - A person who meets the definition of "Person with a Disability" and who either
    (a) lived in Blaine County at least nine (9) out of every twelve (12) month period for the previous two years or
    (b) was a Full-Time Employee in Blaine County immediately prior to their disability.

23. **Local Employee** - A person who meets the definition of Employee for their work with one or more Local Employer(s).

24. **Local Employer** - A business whose business activity is primarily located within Blaine County and whose business employs person(s) physically working within Blaine County. Employers that create and manage short-term rentals are not considered a Local Employer.

25. **Local Senior** – A person 65 years or older who meets at least one of the following definitions:
    (a) was a Local Employee for at least five of the six years prior to reaching age 65 (or older) and continued living at least nine (9) out of every twelve (12) month period in Blaine County since reducing work hours or retirement; and/or
    (b) was a Local Employee for at least ten of the fifteen years prior to reaching age 65 (or

older), and continued living at least nine (9) out of every twelve (12) month period in Blaine County since reducing work hours or retirement.

26. **Maintenance and Repair** – Work done that keeps a property in a normal efficient operating condition.

27. **Maximum Housing Costs** - The maximum monthly cost (including but not limited to the rental or mortgage fees, utilities, internet, management fees, taxes, dues, snow removal, pet fees, HOA fees, etc.) paid by a qualified Tenant of a community home. The Maximum Housing Cost is the upper limit of total allowed housing costs and is not a guarantee of Applicant interest at that price.

28. **Maximum Sale Price** – The allowable sale price of a Community Home, as calculated by the formula set forth in the applicable Deed Covenant. This price includes Capital Improvements. Other Fees not charged by BCHA and not specified in the applicable Deed Covenant are not incorporated into the base price from which appreciation starts, unless the total of those fees when added to the purchase price is less than the Maximum Sale Price and buyer agrees.

29. **Mobile Home** - A structure, constructed according to HUD/FHA mobile home construction and safety standards, built on a steel chassis and fitted with wheels, that is designed to be used as a dwelling with or without a permanent foundation when connected to required utilities.#

30. **Net Worth/Household Net Worth** - Combined net worth (all Assets minus all Debt) of all individuals who may be occupying the Community Home. Households with Senior(s) have a higher maximum Net Worth. See bcoha.org for current Net Worth limits. For Applicants near the limit of maximum Net Worth for their Income Category, upon request, BCHA staff have discretion in determining if Assets used for closing costs in the purchase of a Community Home not be considered Assets for BCHA's purposes.

31. **Primary Residence** - The sole and exclusive place of residence for at least nine (9) out of every twelve (12) month period.

32. **Regular Dues.** Recurring payments owed to a Homeowners Association (HOA) to cover Operating Expenses and Capital Reserves.
    (a) Operating Expenses: Recurring, day-to-day costs to run the HOA and maintain shared property or services. Examples include landscaping/snow removal, utilities for common areas, property management, maintenance, insurance, legal and accounting fees.
    (b) Capital Reserves (Reserve Fund): Savings set aside for repairs or replacements of shared property and infrastructure in the future.

33. **Senior** – A person 65 years or older.

34. **Special Assessment –** One-time charges levied on homeowners when an HOA does not have

enough Capital Reserves to cover an unexpected or underfunded major expense. Special Assessments are calculated and assessed separately and in addition to HOA Regular Dues.

35. **Special Waitlist** – A Waitlist established for a development that intends to house a specific, restrictive population (i.e., Employees of a specific entity).

36. **Tenant** - A person who is leasing or can lease a Community Home that is subject to these Policies, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Policies.

37. **Waitlist** – Applicants from the Applicant Database that meet screening criteria for a specific property and ordered by priority.

Section 2. Qualifying to Rent or Purchase Community Housing

For Community Homeowners wishing to sell, see Section 4.

A. Prioritization and Basic Qualifications for the Rental or Purchase of Community Housing

1. Applicant/Applicant Household will be prioritized if at least one (1) adult meets the following criteria:
   (a) Local Employee.
   (b) Local Senior.
   (c) Local Person with a Disability.

2. To qualify to rent or purchase a Community Home, the Applicant/Applicant Household must meet the following criteria:
   (a) At least one (1) adult is either an Employee, a Senior, or Person with a Disability.
   (b) The Applicant/Applicant Household must confirm that they will occupy the Community Home as their Primary Residence and will physically reside in the unit at least nine (9) out of any consecutive twelve (12) month period.
   (c) No member of the Household may own developed residential real estate or a mobile home, in or outside the United States (excluding shared inheritance of less than 50% ownership). If Applicant currently owns a home but plans to sell, Applicant must provide adequate proof of marketing and a listing agreement with an agent. BCHA may require additional documentation.

3. For Transitional Housing, prioritization will also be determined by the following criteria, in order of priority. If an Applicant meets more than one criterion, their highest priority criteria will determine their location on the Waitlist.
   (a) Applicants with children and pregnant women who have been residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter.
   (b) Applicants who have been residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter when a member of the Applicant household has a disability, enhanced service need or has experienced multiple periods of homelessness over the last 3 years.
   (c) Domestic violence survivors: Applicants with at least one person who identifies domestic violence experience as the primary reason causing their housing crisis.
   (d) Applicants in the early stages of alcohol and other drug addiction recovery-individuals and families with at least one person who recently began receiving services to assist in their recovery from alcohol or other drug addiction.
   (e) Other Applicants residing in a place that is uninhabitable, not meant for human habitation or in an emergency shelter.
   (f) Other Applicants with children, based on date entered the Applicant Database.
   (g) Other Applicants, based on date entered the Applicant Database.

4. For Bluebird Village, prioritization criteria are set by Ketchum City Council and Idaho Housing and Finance Association and is available on BCHA's website. Additional qualification requirements apply.

B. Applying to Rent or Purchase of a Community Home

1. Common Intake Form
   (a) Anyone wishing to rent or purchase a Community Home in BCHA's portfolio or to be referred to other Community Homes managed by other housing providers must submit a completed Common Intake Form to BCHA .
   (b) BCHA will review the Common Intake Form and notify the applicant if they are eligible for BCHA's housing or not, if they will be prioritized, and what other non-BCHA housing they might be eligible for.
   (c) For referrals to Bluebird Village, BCHA will also require verification of local employment or local status. If referred, Applicants must work directly with Syringa Property Management to be considered for their properties, including but not limited to filling out their application.
   (d) For BCHA-administered Employer Housing, see Section 2.F. for addition.
   (e) For other housing not in BCHA's portfolio, Applicants must work directly with the property managers to be considered for their properties, including but not limited to filling out their application. For BCHA Community Homes, the process is outlined in B.2.

2. Emergency placement for transitional housing: Applicants who have become unhoused because of a traumatic and sudden, extreme event – such as a residential fire, physical violence, or sudden health crisis – may be temporarily placed in transitional housing after submitting a Common Intake Form. Determination of eligibility for emergency placement is at the discretion of BCHA staff. Eviction does not qualify applicants for this alternative process. For these scenarios, the following process will be followed:
   (a) Households in an emergency housing situation submit BCHA's common intake form and is either referred to BCHA or contacts BCHA directly explaining their situation.
   (b) BCHA determines whether the event is traumatic or extreme and determines initial eligibility.
   (c) BCHA and Applicant work to complete and review a Full Application within the ten (10) business days. This will be used to determine long-term rent and confirm eligibility.
   (d) Household provides security deposit and pro-rated rent to date.
   (e) If there are any fixable (curable) criteria that makes the Applicant ineligible, Applicant will sign an agreement outlining the steps needed to become eligible

along-side the month-to-month lease. If the Applicant does not sign the agreement or they cannot cure the ineligibility, then they will be asked to leave at the end of the weeklong period.

(f) If Applicant has not become eligible within thirty (30) days, BCHA will provide a thirty (30) day notice to move.

3. Full Application and Applicant Selection Process

(a) BCHA will contact Applicants from the Applicant Database when an opportunity arises that meets the following:

I. The Applicant's Income Category. Maximum Housing Costs for rentals are based on the unit's Income Category and are available on BCHA's website. Maximum sale prices are dependent on the appreciation equation and designated Income Category in the unit's Deed Covenant.

II. The Applicant's household size for units designated Categories 1 through 6. These units must be filled by Applicants that meet the following Occupancy Standards (except Category Local and owner-occupied roommate arrangements that meet the criteria in Section 4.J.). Per fire code, the maximum occupancy is the lesser of the maximum listed below and 125 square feet per person. HOA regulations may establish more restrictive maximum occupancy limits.

# of bedrooms	**# of people in the Applicant household**
studio	1 to 2 person
1 bedroom	1 to 3 people
2 bedroom	2 to 5 people
3 bedroom	3 to 7 people
4 bedroom	4 to 9 people

III. The Applicant's stated interest in renting and/or owning and whether the Applicant has pets.

(b) Once an Applicant is contacted by BCHA about a specific opportunity and confirms their interest, they will be asked to complete the Full Application.

I. BCHA, the landlord, or seller are not obligated to delay the lease-up or sale of a Community Home for more than ten (10) business days to allow an Applicant to complete or update their Full Application.

II. Applicants will then be placed on a Waitlist if the following conditions are met:

1. The Applicant has completed their Full Application, and
2. The Applicant is qualified by BCHA for the property based on the criteria listed in 2.A. Please see Section 2.C. Verifying General Application Information for more details.

III. Prioritization of Applicants on the Waitlist will be ordered using the following parameters:

1. By Applicants that meet the local priority in Section 2.A., followed by those that do not.
2. Within those two local and non-local groups, by date of Common Intake Form (or initial Application submission prior to 2023).

(c) For Rentals: The property manager will be provided contact information for the top three Applicants. The property manager is the primary contact for property showings and for the remainder of the rental process. They may conduct their own screening and may require additional documentation, including social security numbers or ITINs, credit checks and background checks. Applicants who are not selected will maintain their position within the Applicant Database.

(d) For Sales: Applicant will be invited to submit an offer based on their order on the Waitlist. If no offer is submitted or the offer is rejected, the next Applicant on the Waitlist will be invited to submit an offer. Policies related to purchasing a Community Home are in Section 4.

I. In the event the Waitlist of the Community Home's income designation is exhausted, a new Waitlist will be generated to include the Income Categories below the Community Home's designation, and ordered using the following parameters:
   1. By Applicants that meet the local priority in Section 2.A. of the Community Home's designated Income Category, followed by those locals of lower Income Categories (ordered by high to low Income Categories).
   2. Within each Income Categories, by date of Common Intake Form (or initial Application submission prior to 2023).

II. In the event this second Waitlist is exhausted, a new Waitlist will be generated that still prioritizes based on I.1. and I.2 but adds Applicants that do not meet the local priority in Section 2.A.. This will also be ordered by high to low Income Categories – with the Community Home's Income Category as the maximum. Within each Income Category, the Waitlist will be ordered by the date of Common Intake Form (or initial Application submission prior to 2023).

C. Verifying Full Application Information

BCHA requires additional documentation for BCHA's qualification, such as proof of Blaine County residency, income, assets, and employment. BCHA will require updated documentation if previously submitted documents are 3 months old or more. All information and documentation submitted must be held confidential to the extent allowed by law. Such documentation is used to determine that an Applicant meets the criteria set forth in Sections 2.A and 2.B, Information that will be requested may include but is not limited to the following:

1. Income verification
   (a) Four most recent paystubs to verify employment and hours in Blaine County; or
   (b) If self-employed, Schedule C for gross business revenue (less approved expenses), a

financial statement of the business, a notarized statement by the business owner, or other financial documentation acceptable to BCHA.

2. Federal income tax returns for the two most recent years.
   (a) When the current income is twenty percent (20%) more or less than reported income on tax returns, BCHA will request an explanation. BCHA will use the explanation to more accurately project anticipated income over the next twelve (12) months.

3. If the Applicant is recently divorced, receives court-ordered alimony, spousal support, or child support, a certified copy of the court order must be provided and relevant executed agreements, including all exhibits, supplements, and modifications to the decree.

4. Documentation of assets and debts, including a soft pull credit report.

5. If purchasing, this additional documentation is also required:
   (a) A pre-qualification letter from the Applicant's lender.
   (b) An email or letter from the Applicant's lender stating their annual income and net worth.
   (c) If a first-time home buyer, evidence of completion of a first-time home buyer's course.
6. Any other documentation that BCHA deems necessary to determine eligibility.

D. Staying in BCHA's Applicant Database

1. If Common Intake Form is incomplete, Applicant will not enter BCHA's Applicant Database.

2. If any information is deemed, in the sole opinion of BCHA, to be inaccurate and the Applicant is unable or unwilling to provide corrected information or documents, the Applicant will be removed from the Applicant Database. If any information is deemed to be falsified, the Applicant will also be Terminated from BCHA's Housing Programs.

   On an annual basis, as part of the cull process to clear out uninterested Applicants and outdated information, BCHA will email a request to update the Common Intake Form. If information is not updated by the deadline provided in BCHA's email, the applicant will be removed from the Applicant Database.

3. When an Applicant rents a Community Home, the Applicant will remain in the Applicant Database.

4. When an Applicant purchases a Community Home, their Common Intake Form is removed from the Applicant Database. If an owner of a Community Home is experiencing an extreme hardship and to purchase or rent another Community Home, they must complete a new Common Intake Form, and their initial application date will be honored. Eligibility

determined by BCHA Staff. BCHA will work with the Applicant to ensure that their current Community Home is sold as they transition to their new home.

5. Applicants will also be removed from the Applicant Database if the following occurs:
   (a) Applicant does not respond to BCHA's request for additional information within the deadline designated in the request.
   (b) Applicant failed to do either of the following:
      i. Respond to two requests for information, or to provide, within the necessary time limits, the required verification to determine eligibility/ continued eligibility.
      ii. Failed to appear at two appointments.
   (c) For BCHA's Transitional Housing occupants: If an Applicant declines or fails to respond to three (3) opportunities that align with their income category, household size, location, and interest in renting or ownership, the Applicant will be automatically removed from BCHA's waitlist. Applicants that are interested in both renting and ownership will be offered three opportunities in total.

E. BCHA's Termination Policy for Housing Programs

In addition to the eligibility criteria, BCHA is not required or obligated to serve Applicants or program participants who:

1. Have engaged in abusive, violent or threatening behavior directed toward BCHA staff or neighbors. Applicants who have a history of such behavior may be denied participation in BCHA's programs for a minimum period of ten (10) years.

2. Have, within the prior ten (10) years, been in violation of BCHA's Community Housing Policies, a BCHA Lease, Lease Addendum or Deed Covenant.

3. Currently owe rent or other money to BCHA or to another affordable housing program.

4. Have failed to respond to two written requests for information, two requests to declare continued interest in the program, or failed to show to two appointments. Have failed to provide, within the necessary time limits, the required verification to determine eligibility/ continued eligibility. Such requests include, but are not limited to, required documentation for application review, the annual homeowner questionnaire and rental recertification paperwork.

5. Have misrepresented any material fact to BCHA at any point, including during the BCHA Application or compliance review process.

6. Have committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information relating to their housing benefits.

7. Lack the ability to maintain their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents.

8. Whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for BCHA to deny eligibility:

   (a) A record of non-payment of rightful obligations, including rent and utilities.
   (b) A record of disturbance of neighbors or destroying property.
   (c) A record of poor living or housekeeping habits which could adversely affect the health, safety or welfare of other tenants.
   (d) A determination by BCHA that the use of alcohol or drugs by an applicant would likely result in conduct that would adversely affect the project environment.

Any Applicant or program participant who is denied will be notified by BCHA. An Applicant may request a review of any such denial pursuant to the steps set forth in Section 6. "Procedures for Exceptions and Grievances."

F. Special Waitlist for Employer Housing

1. Some housing units 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 Waitlist may be established for that development. When an Employer Housing Unit in such a development becomes available for sale or rent, BCHA will first use the Special Waitlist for that development to find Applicants.

2. BCHA may employ the system creating a Waitlist in accordance with the steps outlined in Section 2(D) of these Policies with special prioritization as required by the Deed Covenant and approved by BCHA. Prioritization may include the current employees of an employer.

3. Prioritization must not be given based on race, color, religion, sex, gender, sexual orientation, familial status, national origin, disability, sexual orientation, gender identity, veteran status, or geographic boundary smaller than Blaine County, except as allowed when participating in a federal program that prioritizes senior citizens, Persons with a Disability, or Veterans in its housing programs.

4. The procedure for qualifying an Applicant from a Special Waitlist must follow the same procedures as outlined in this section, with the additional first-tier prioritizations.

5. Should the Special Waitlist be exhausted, without an Employer Housing unit being sold or rented, BCHA will create a second tier of Applicants on the Waitlist for the specific unit.

Section 3. Renting Community Housing

All Applicants interested in long-term renting Community Housing must follow the process outlined in Section 2, "Qualifying to Rent or Purchase Community Housing". BCHA, as the program administrator, will facilitate the rental of a Community Home and provide a Waitlist of qualified Applicants to the rental property manager. The Property manager is responsible for conducting any additional checks that they require to determine eligibility, so long as their review doesn't violate these Policies, landlord-tenant law, or the Fair Housing Act.

A. Ongoing Requirements for Tenants Renting 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 continue to meet (a) the priorities and income category that they initially qualified for the Community Home with and (b) the requirements outlined in Section 2. A.

2. To begin this re-certification process, approximately sixty (60) days prior to lease expiration, BCHA will send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.

3. At a minimum, annually, the Tenant must, within 10 business days of receipt, complete the required form and provide the required documentation. Failure to do so by the deadline provided will result in a $300 fee. Failure to respond to BCHA's final contact attempt will result in the Tenant's lease not being renewed, removal from BCHA's Applicant Database, and termination from all BCHA Housing Programs.

4. Tenants are required to abide by all terms of the lease completely and these Policies. If they do not, their lease will not be renewed, or they may be given a thirty (30) day Notice to Vacate. See Exhibit A for BCHA's Lease Addendum of required, program-related terms.

5. Should it be determined that a tenant was justly evicted from a Community Housing Unit, the tenant will also be terminated from the BCHA's permanent housing program. See Termination Policy in Section 2 XXX.

B. Income Limits differing at Re-Certification

1. If, upon re-certification, BCHA determines that the Tenant no longer meets the Income Category requirements (up to 2 income categories over deed restriction category), the Tenant may execute a new lease on the same Community Home with exceptions. The Tenant and Property manager can elect to convert the lease to month-to-month.

2. Community Housing Tenants remain in BCHA's Applicant Database, meaning that the date that the Tenant first entered the Applicant Database determines their Waitlist priority, should

they choose to or are required to move.

3. Tenant's Income Exceeds Unit's Income Designation
   I. With an income increase at 1 category higher than the Community Home's designated income category, the Tenant's housing costs cannot exceed the Maximum Housing Cost for the Community Home's designated income category.
   II. When the Tenant's income increases two (2) categories or more above the Community Home's designated income category, the tenant can choose to execute a new twelve (12) months lease. The property manager can charge the Tenant up to the Maximum Housing Cost of the Community Home's designated income category. Additionally, the Tenant will pay the difference between that amount and the Maximum Housing Cost of their new income category to BCHA.
      A. For example, if a Tenant leases a Community Home designated Income Category 3 and, upon re-certification is determined by BCHA to now be in Income Category 5, the Tenant will continue to pay rent to the property manager based on Income Category 3 Maximum Housing Costs. BCHA would also invoice the Tenant for Maximum Housing Costs of Category 5 (same unit size as the Tenant's Community Home) minus the Maximum Housing Costs of the Income Category 3 Community Home.
      B. During the subsequent lease term(s), the BCHA team will work with the Tenant to identify alternate housing. If during this subsequent lease(s) term an over-income Tenant declines or fails to respond to three (3) opportunities that align with their income category, household size, location, and interest in renting or ownership, and their income has remained two (2) or more income categories above the Community Home's income category then the lease will not be renewed.

4. Tenant's Income Falls Below Unit's Income Designation
   I. In the event a Tenant's income falls below the Community Home's income designation at recertification, BCHA will begin providing opportunities – as they arise – at the Tenant's new income category and that meet the other criteria in Section 2.

C. Maximum Housing Costs (Rentals)

1. Maximum Housing Costs are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This cost includes rent, any fees charged to the Tenant, and essential utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.

2. The Maximum Housing Costs for Community Housing are published by BCHA online and

updated annually.

3. Lease terms must account for estimated or actual utilities and charge less than the Maximum Housing Cost associated with the income level and unit size. For tenant-paid utilities or new developments, property managers must use a BCHA- approved analysis or use BCHA's Utility Allowance Analysis. BCHA's Utility Allowance Analysis estimates costs based on each unit's size, appliances, and heat source and is available on BCHA's website.

Section 4. Community Housing Ownership

All Applicants interested in purchasing a Community Housing must follow the process outlined in Section 2, "Qualifying to Rent or Purchase Community Housing".

A. Policies for the Purchase and Sale of a Community Home

1. Any co-ownership interest other than community property must be approved by BCHA. Co-signers may be approved for financial purposes of purchasing the Community Home. Co-borrowers may be approved but may not jointly occupy the Community Home unless qualified by BCHA. No person occupying the Community Home may own developed residential real estate, aside from the Community Home being purchased.

2. BCHA will facilitate the real estate transaction and describe expectations and obligations. An Applicant or seller may, but is not required to, engage the services of a licensed Real Estate Agent or Broker in the transaction. Any fees charged by the Real Estate Broker is the responsibility of the party that engaged in the service. BCHA staff and contractors 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.
   (a) If a real estate broker is used by the buyer or seller to represent them, the broker must, *prior to the execution of the listing agreement for the Community Home*, sign an Acknowledgement and Acceptance Agreement with BCHA that the sale must be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Policies.
   (b) If the seller consults with legal counsel, licensed real estate brokers, or such related services, the fees are at the respective parties' 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.

3. Offers cannot exceed the Maximum Sales Price unless the seller agrees to pay the buyer's closing costs (up to 3%). For purposes of appreciation for the new owner, the base purchase price would remain the Maximum Sales Price. The Seller makes the final determination to accept an offer, with exceptions.
   (a) The Maximum Sales Price is not a guaranteed price. Offers can be below that amount.
   (b) Seller must accept the first offer at the Maximum Sales Price, if all other terms are within the normal terms of a purchase.
   (c) If the seller and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next Applicant on the Waitlist.
   (d) If the seller denies three offers, the owner will be reminded of the Fair Housing Act and be required to provide written justification for each denial for BCHA's review. If

BCHA finds the reasons to be discriminatory or unreasonable, BCHA will require payment of the 3% Administration Fee regardless of whether a sale occurs.

4. If the priority Applicant fails to perform in the time allowed, the next Applicant will be invited to make an offer.

5. Each purchaser must execute the following for recording with the Clerk's Office of Blaine County, concurrent with the closing of the sale:
   (a) Acknowledgement and Acceptance of the Terms and Restrictions set forth in the Deed Covenant (A&A) to be bound by the recorded Deed Covenant covering the Community Home and these Policies. The A&A is a summary of key criteria of the Deed Covenant.
   (b) The applicable Deed Covenant covering the Community Home and these Policies.
   (c) BCHA's subordinate mortgage instrument.

6. Once an Applicant successfully purchases a Community Home, they must comply with all provisions of the applicable Deed Covenant, current Policies, any updated Policies, and must adhere to the Ongoing Requirements (Section 4.G.).

B. Seller-Initiated Sales Process

BCHA will market and identify qualified Applicants but does not guarantee the sale of the home, nor an offer at the Maximum Sales Price. The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.

1. Notifying BCHA of Intent to Sell
   (a) A Community Homeowner interested in selling their Community Home must:
      i. Communicate with BCHA as early as possible – and prior to entering into any agreement.
      ii. When the seller is ready to move forward, request the Maximum Sales Price and other applicable provisions from BCHA staff. There is no guarantee that the seller will receive an offer at the Maximum Sales Price.
      iii. Upon receipt of the Maximum Sales Price, execute and deliver to BCHA a "Notice of Intent to Sell" in the form provided on BCHA's website (or requested by email), $500, and two keys. These can be delivered to Ketchum City Hall or BCHA's Hailey office (above Java), or mailed to BCHA at P.O. Box 4045, Ketchum, ID 83340. The sales process will not start until the form, check, and keys have been received.
      iv. BCHA will order a home inspection to determine the condition of the home. Sellers are expected to address, at a minimum, deferred maintenance and any health and safety issues. Deficiencies may result in a lower Maximum Sales Price.

v. The selection of the purchaser and terms of the transaction are described in the Community Housing Policies in effect on the date BCHA receives the Notice of Intent to Sell.

2. Purchasers must follow the process in Section 2, be qualified by BCHA, and be first priority on the Waitlist to make an offer. The selection of the purchaser, the sale price, and the terms of the purchase and sale will be monitored and must be approved by BCHA.

C. Forced Sale Due to Owner Non-Compliance

In the event an owner is out-of-compliance with their Deed Covenant or these Policies, BCHA will provide written notice of the out-of-compliance and how to "cure" the issue. If the issue is not cured within the timeframe specified in the letter, BCHA will consider the owner to be in default of their Deed Covenant and will force the sale of their Community Home. In addition to requirements in the Deed Covenant and Policies in Section 4.A. and 4.B., the owner must make the following good faith effort to sell the Community Home. BCHA may require the owner to take any of the following actions:

1. Execute a listing agreement with BCHA's real estate contractor or execute a listing agreement with a Blaine County licensed real estate agent and pay the listing agent's Selling Office Commission.
   (a) If the seller chooses to list with BCHA's real estate contractor, the Administration Fee will be adjusted accordingly and as determined by BCHA staff.
2. After 90 days of marketing, offer a credit to buy-down the buyer's interest rate for 1% of the listing price. Any offers made that meet these new conditions must be accepted.
3. After 90 days of marketing, reduce the listing price by 10%. Any offers made that meet these new conditions must be accepted.

D. Sale Fees

1. Unless otherwise instructed in the Deed Covenant, the seller must pay a non-refundable prepayment of $500 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount will be deducted from the total Administration Fee due to BCHA at closing and will be used to offset costs of radon testing and a home inspection. The home inspection may be critical in finalizing the Maximum Sale Price of the home.

2. At the closing of the sale of the Community Home, the seller must pay BCHA an Administration Fee, minus the $500 pre-payment. In the event of three unreasonable denials and no sale, BCHA will invoice the Community Homeowner for this Administration Fee.

E. Calculation of Maximum Sales Price

1. For existing Community Homes, the Maximum Sales Price is determined by the initial purchase price of the seller plus allowable appreciation and BCHA-approved Capital Improvements.

2. For Newly Constructed or Acquired Community Homes: 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." The aim is to ensure that the price of a Community Home is affordable to every purchaser within that Income Category. "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.

F. 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.

G. Ongoing Requirements for Community Home Ownership

1. The eligibility of owners to occupy Community Housing must be reviewed and verified annually (i.e., re-qualified) to ensure that they continue to meet the following criteria:
   (a) The priorities that they initially qualified for when purchasing the Community Home.
   (b) The requirements outlined in these Policies and subsequent Policy updates.
   (c) The Deed Covenant associated with the Community Home.

2. To re-qualify owners for continued program eligibility, BCHA will send a Compliance Monitoring Form with instructions. The owner must, within 10 business days of receipt, complete the required form and provide the required documentation. Failure to do so

after BCHA has attempted to contact the owner a second time, by the deadline provided, will result in a $300 fee. Failure to respond to BCHA's third contact attempt is considered a default of the Deed Covenant and may result in the forced sale of the Community Home.

3. If the owner conducted Capital Improvements since the last re-qualification, the owner must provide the Capital Improvement form that lists improvements, along with receipts, to BCHA at each annual compliance for evaluation and approval. If the owner must get a building permit for the Capital Improvement and want it to be added to their Maximum Sales Price, BCHA review in advance is required. If these improvements are not reported by the annual compliance monitoring each year, the owner will not be given credit for the improvement.

4. The owner must cooperate with BCHA to regularly review the condition and maintenance of the Community Home to ensure compliance with provisions of the Deed Covenant and Policies. This may require a tour of the property by BCHA staff and an inspection, should staff desire. Deferred maintenance may result in the inability to realize the Maximum Sale Price allowable by the Deed Covenant.

5. The owner must not offer any portion of the home as a short-term or vacation rental.

6. The owner must 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). Category Local owners may long-term rent to a roommate so long as the following criteria are met:
   (a) The roommate meets BCHA's priorities outlined in Section 2;
   (b) The owner continues to occupy the Community Home for at least nine (9) months out of every twelve (12) month period.

7. The owner and household members must not acquire or own developed residential real estate (excluding shared inheritance of less than 50% ownership).

8. Upon death of an owner, the Community Home must be transferred to the decedent's estate within 6 months of the date of death. Upon that transfer, the Community Home would be considered in default as a result of the Judicial Process and subject to the terms and conditions contained in Section 4. C. However, if any heir(s) to the estate wishes to occupy the Community Home, they may submit the Common Intake Form. If the information provided in the Common Intake Form can reasonably demonstrate that the heir(s) may meet eligibility requirements, BCHA will request the heir(s) submit a Full Application. This application will be prioritized as follows:
   (a) If the heir(s) meets BCHA's priorities and requirements outlined in 2.A., then they will have the right to immediately occupy the Community Home, however a new Deed

Covenant, A&A, and subordinate mortgage must be executed prior to occupancy.

(b) If the heir(s) meet BCHA's requirements only as outlined in 2.A., they will be moved to the Waitlist behind Applicants who meet both BCHA's priorities and requirements, but ahead of Applicants who meet BCHA's requirements only. The Community Home may be sold to any Applicant ahead of the heir(s) on the Waitlist under the terms and conditions outlined in Section 4. C.

(c) If the heir(s) do not meet BCHA's priorities or requirements, they are not eligible to occupy the Community Home and it must be sold under the terms and conditions outlined in Section 4. C.

9. The Homeowner's Exemption must be utilized on the Community Home, as confirmed by the tax assessor.

10. Homeowners who do not comply with the terms of the home deed and/or program expectations, as described within these Policies, may be required to sell the home. The Deed Covenant may include fees or other enforcement tools that BCHA would apply.

H. Long-Term Absences, Only with Board Approval

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.

I. Long-Term Rental Options during Board-Approved Long-term Absences

1. 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).

2. The Community Home can only be rented to a BCHA- qualified Tenant.

3. If approved by the BCHA Board, the leave of absence may be for up to one year.

4. The Rental Rate must be approved by BCHA and must be within the published monthly affordability described in the Deed Covenant and in no event may exceed the published Maximum Housing Cost of the designated Income Category. The Category Local rental rate is determined by BCHA staff and must be at least 10% below advertised rental rates.

(a) The Community Home must be rented in accordance with the Policies during the authorized period so long as other Deed Covenants covering the home permit the rental. Any perspective Tenant must be qualified by BCHA *prior* to the execution of a lease.

(b) Should the owner 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) Lease terms must be for more than 90 days and 1 year or less. The lease is non-renewable. If – within 10 months of the lease – a second Exception is approved by the Board to extend the rental beyond one year, the tenant must first be provided a buy-out option that does exceed the Maximum Sale Price.

5. A copy of the executed lease must be provided by the owner to BCHA.

6. The owner must provide the tenant with the HOA CC&Rs, Bylaw, Rules and Regulations and is responsible for their enforcement.

J. Long-Term Rental Options During Owner Occupancy

1. If an Owner of a Category Local Community Home seeks a roommate while they continue to occupy the Community Home, the roommate must be reviewed and approved by BCHA for local priority prior to lease execution and occupancy.

2. If an Owner of Community Home with Income Category 1 through 6 seeks a roommate while they continue to occupy the Community Home, they must first notify BCHA of the intent.
   (a) Only Income Category 1 qualified Applicants will be considered.
   (b) At least sixty (90) days notice must be given, so that BCHA can request permission from the local government that created the Community Home and designated the Income Category.
   (c) If the local government approves, any potential roommate must be reviewed and approved by BCHA for local priority prior to lease execution and occupancy. Annual compliance requirements must be followed, as with any other BCHA Tenant. Upon request, BCHA will contact potentially eligible Applicants in its Applicant Database.
   (d) The following conditions will also apply:
      I. The owner must continue to use the Community Home as a Primary Residence.
      II. Minimum of 12-month lease.
      III. Housing costs for the Tenant must not exceed the maximum housing costs of Income Category 1, as determined annually by BCHA.

IV. The owner must notify BCHA if the Tenant falls out of compliance with the Policies.

V. Owner must notify BCHA when a Tenant plans to vacate so that the replacement search can begin.

(e) If a potential buyer can only qualify for a Community Home and meet the applicable occupancy standards by having a roommate, the occupancy standards will continue to apply for a five-year period after purchase. Over that five-year period, the occupancy standards could be met by having a BCHA-qualified roommate or by growing the owner's household (relative, partner/spouse/significant other).

Section 5. Developer Owners & Property Management

A. Development Guidance

Community Homes developed as part of a zoning code incentive requirement must meet building and fire code. In addition, BCHA provides the following guidance to consider in the design and development of Community Homes. BCHA requests that developers meet with staff and provide materials in advance of submission of pre-application/design review to Blaine County's local Planning and Zoning Commissions. At that time, BCHA staff can review project specificities for compliance with this guidance. BCHA recommends that Community Homes meet the following guidelines:

1. A Community Home is located above ground level.

2. For buildings without direct entrances to units, every Community Home is accessed via the same entrance as the market rate homes. Alleyway access is not preferred.

3. A Community Home has adequate natural light, with a minimum of 10% of the floor area covered by windows or skylights. This means that for every 100 square feet of floor space, at least 10 square feet of wall or ceiling area should be dedicated to light-transmitting windows.

In addition, the number of bedrooms in a unit directly impacts the maximum achievable rent. A bedroom, for the purposes of BCHA's Maximum Housing Costs and occupancy standards, is defined as an area that meets fire code for sleeping, has a door that closes, and has floor to ceiling walls. Prior to marketing a Community Home, BCHA will conduct an inspection to confirm the number of bedrooms.

B. Homeowners Association Assessments, Dues & CC&Rs (Ownership Community Homes)

1. To preserve the affordability of Community Homes for ownership in new developments with a mix of income categories or Community Homes and market units, the Covenants, Conditions and Restrictions (CCRs), or like governing documents, must meet certain standards. BCHA must review CCRs that will be recorded for a development that includes Community Homes for ownership as well as any subsequent amendments thereto for compliance with the following standards and affordability concepts of these Policies.

2. Homeowners Association Regular Dues and Special Assessments must be calibrated for Community Homes based on and limited to a Community Home's proportional value to the total value of all units in a development. Market rate unit Regular Dues and Special Assessments can be allocated among market rate units as determined by the HOA, but the maximum allowable percentage for Community Homes may not exceed the proportional value of each Community Home to the whole development.

   For the purposes of this calculation, the value of each unit type will be determined as follows:

   (a) Market Units: The value of each market unit in a development is the Blaine County Assessor's assessed value for the unit. If in the first year of the development that Homeowners Association Regular Dues are assessed the unit does not yet have an assessed value, the value of each market unit is its original sale price or listing price established by the developer.

   (a) Community Homes: The value of each Community Home in a development is the Blaine County Assessor's assessed value for the unit. In the first year that Homeowners Association Regular Dues are assessed the value of each unit is the Maximum Sales Price, as determined by BCHA.

3. Financial impact of Special Assessments on Community Homeowners must be further reduced. BCHA options for Special Assessments include the following:
   (a) Option 1: Exempt Community Homes from Special Assessments. Some HOAs with Community Housing Units (e.g. Elkhorn Springs) exempt those units from Special Assessments entirely.
   (b) Option 2: BCHA-approved hard cap on Special Assessments for Community Homes. Special Assessments could be capped so as not to be overly burdensome on community homeowners. Allow for amortized Special Assessment payments for Community Homes at no additional interest. CC&Rs can require that Special Assessments for Community Homes must be amortized over a period such that the maximum payment requirement is no more than a percentage of the annual obligation for the HOA Dues.
      i. For example: In any given year, the maximum Special Assessment for a Community Housing Unit cannot exceed a percentage of the annual HOA dues for that unit.
   (c) Option 3: Any other BCHA-approved reduction.

4. In addition, the CC&Rs must contain the following:

(a) Capital reserves must be funded with at least 25% of annual operating costs.
(b) HOA Regular Dues cannot be increased by more than 5% annually for Community Homes.
(c) Community Homes are exempt from Special Assessments on the following:
    i. Luxury improvements and items: Any item or feature of an item that is not essential or necessary but is an amenity or desired bonus that adds pleasure, comfort, or convenience to either aesthetics or function and which may increase the market values of the unrestricted properties.
    ii. Limited common areas or exclusive use common areas & amenities that are not accessible for use by Community Homeowners.
(d) HOA must provide Community Homeowners or BCHA with the Regular Dues structure, upon request.
(e) Any changes to the CC&Rs or other governing documents impacting the calculation of Regular Dues or Special Assessments for Community Homes require BCHA's approval.

C. Calculation of Maximum Sales Price

1. For Newly Constructed or Acquired Community Homes: 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." The aim is to ensure that the price of a Community Home is affordable to every purchaser within that Income Category. "Maximum monthly housing cost" includes the following monthly payments:
    (f) Principal, interest, and mortgage insurance payment (if any) on first mortgage.
    (g) Escrow payment of property taxes and property insurance.
    (h) Land lease payments if any.
    (i) Homeowners/condominium association fees if any.
    (j) Utility costs.

D. Maximum Housing Costs (Rentals)

1. BCHA does not accept Category 6 (140% AMI) rentals. Category Local has no maximum income and must follow the Category 5 Maximum Housing Costs.

2. Maximum Housing Costs are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This cost includes rent, any fees charged to the Tenant, and essential utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.

3. The Maximum Housing Costs for Community Housing are published by BCHA online and

updated annually.

4. Lease terms must account for estimated or actual utilities and charge less than the Maximum Housing Cost associated with the income level and unit size. For tenant-paid utilities or new developments, property managers must use a BCHA- approved analysis or use BCHA's Utility Allowance Analysis. BCHA's Utility Allowance Analysis estimates costs based on each unit's size, appliances, and heat source and is available on BCHA's website.

E. Property Manager /Owner Lease-up Obligations

1. BCHA receives a Notice of Intent to Rent from the owner of the Community Home. Owner is required to provide BCHA with their tenant selection criteria or policy. Tenant selection criteria must be reasonable.

2. BCHA will follow the Applicant Selection Process outlined in Section 2.

3. Property manager must provide the lease for Applicant review at least 48 hours before lease execution, unless the Applicant waives this right by notifying BCHA.

4. The final determination and offer of tenancy to an Applicant is the decision of the owner, not BCHA. However, the following applies:
   (a) The property manager must follow the Fair Housing Act in their selection of the tenant.
   (b) The property manager must not deny a tenant because of source of income, such as tenant-based rental assistance (also known as housing vouchers or Section 8).
   (c) If criminal history is considered, property manager must consider how long ago a conviction occurred, the severity of the crime, the specific type of crime, and whether such a crime impacts the physical building or health and safety of neighbors and staff.
   (d) If credit history is considered, the credit score must not be the sole cause for denial but one of other factors such as timely payments or property manager reference.
   (e) If property manager /owner denies an Applicant, they must provide written justification and evidence (criminal background check, credit history, landlord reference), if any, explaining the denial and provide the Applicant an opportunity to appeal. This will assist BCHA in facilitating housing access for that Applicant.

5. If the property manager is provided five qualified Tenants for one unit and there is no interest in renting because of the rental rate plus utilities, then BCHA can require the total housing cost to be reduced in 5% increments.

F. Ongoing Obligations for Property Managers / Rental Owners

1. Once an Applicant secures a rental Community Home through BCHA, the Property manager must provide a copy of the lease with BCHA. The lease must contain the following provisions:
   (a) Beginning and end dates of the lease.
   (b) Names of all unit occupants.
   (c) Security deposit amount and all fees.
   (d) Rent amount and how/where to be paid.
   (e) Owner's right of entry.
   (f) Repairs and Maintenance.
   (g) What utilities are paid by the tenant.
   (h) What appliances are provided by the Property manager.
   (i) Tenant Requirements.
   (j) Protection of the Lease upon Sale.
   (k) Terms of BCHA's Lease Addendum (see Exhibit A).

2. All leases must be for a 12-month period or more, except for exceptions outlined in these Policies or if both the Property manager and the Tenant mutually agree on alternative terms. Both Property manager and Tenant must directly communicate with BCHA confirming the voluntary terms of the lease.

3. Sixty (60) days prior to lease renewal, the Property manager must submit to BCHA all Community Home leases to verify total housing costs and lease dates. The property manager must submit the requested information and a copy of the new lease, to the BCHA within ten (10) business days of receipt of the Rental Renewal Notice.

4. The property manager must notify BCHA within ten (10) business days of receiving a notice from a tenant that they will vacate, or have vacated, the unit. If a Tenant falls out of compliance, BCHA will notify the property manager of whether they must provide a thirty (30) day notice to vacate or not renew the tenant's lease. A copy of the Notice to Vacate must be provided to BCHA.

5. If BCHA is notified or suspects that the Owner might be leasing to an unqualified Tenant, the BCHA will notify the Owner and request documentation and clarification.

6. The owner and property manager must comply with these Policies and any Exceedance Agreement, Development Agreement, and Deed Covenant that applies to the Community Home. The property manager must work in partnership with BCHA on all compliance matters. Failure to do so can result in BCHA seeking legal remedies, including but not

limited to the following:

(a) Seek specific performance of the legal agreement.

(b) The right to void any contract for lease, conveyance or other transfer of the Home in violation of the provisions of these Policies, Exceedance Agreement, Development Agreement, or Deed Covenant.

(c) BCHA- and municipal government-approved buy-out option, if applicable.

G. BCHA's Code of Conduct for Participating in Community Housing Programs

In addition to the eligibility criteria and requirements outlined in other agreements, BCHA is not required or obligated to serve or enter into new Deed Covenants with developers, owners, or property managers who:

1. Have received a letter of non-compliance from BCHA and not cured their out-of-compliance within the time period specified.

2. Have engaged in abusive, violent or threatening behavior directed toward BCHA staff or neighbors. Persons and entities who have a history of such behavior may be denied application to BCHA's programs for a minimum period of ten (10) years.

3. Have, within the prior ten (10) years, been in violation of BCHA's Community Housing Policies, a BCHA Lease, Lease Addendum, Deed Covenant, or agreement with a local jurisdiction, such as an FAR Exceedance Agreement or Development Agreement.

4. Currently owe fees or other money to BCHA, to another affordable or community housing program, or government entity.

5. Have failed to respond to a written request for information with the information requested.

6. Have failed to provide, within the necessary time limits, the required verification to determine their eligibility and compliance.

7. Have misrepresented any material fact to BCHA during application, lease-up, sale, or compliance.

Any person or entity who is denied will be notified by BCHA. They may request a review of any such denial pursuant to the steps set forth in Section 6 "Procedures for Exceptions and Grievances."

Section 6. 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. Exception Request

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, by completing the Exception Request form that requires the following information:
   (a) The Specific BCHA Policy or Policies which the Applicant, Tenant, or Owner is requesting to waive or alter.
   (b) The personal and specific 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).
   (d) The name, address, and telephone number of the person making the request and their representative, if any.

3. Upon receipt of a request for Exception, the BCHA staff must:
   (a) Review, investigate, and request clarification or additional documentation.
   (b) Prepare for the BCHA Board a staff report analyzing and making a recommendation on the requested Exception. Staff will redact extraneous information to focus the report solely on the personal and specific circumstances constituting an undue hardship or burden.
   (c) Forward the staff report to the Board and all parties involved. The person making the request can provide clarification, but the staff are the ultimate author of the staff report and additional information provided after the deadline provided will not be integrated into the report. However, if relevant, staff may include this additional information in their verbal presentation at the Exception Hearing.
   (d) Add to the agenda of an upcoming regular Board meeting – or schedule a Special Meeting at staff's discretion – an Exception Hearing for the Board to review and

make a decision on the request. The meeting must take place within forty-five (45) days after receipt by BCHA staff of the request for Exception and all required information and documentation.

4. 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 that meet the 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 must 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 must 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.

5. At the Exception Request hearing, staff present the report, the person making the request and any party involved can voluntarily and verbally present additional information, staff can clarify, and the requester can rebut before the Board responds to the request. Prior to deciding on the request, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations, but absent exigent circumstances the Board must provide a decision within thirty (30) days of the hearing.

6. The Board will make every effort to render a decision within sixty (60) days after the filing of the complete request and all requested additional information. Staff will provide the person making the request and all parties involved the Board's written decision and findings.

B. Appealing an Exception Request

1. Applicants to whom a request for Exception is denied may appeal the decision in accordance with the procedure described below. An appealed Exception Request is filed

by filling out the form provided by BCHA staff, along with any additional evidence, which requires the following information:

(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" (or fix) the allegedly improper denial.
(d) The name, address, telephone number, and email of the grievant and their representative, if any.

2. An appeal of the denied request for Exception shall be heard in the same manner described in 6.A. If the request is again denied on appeal, the grievant may submit a final appeal that follows the Grievance Hearing process, in writing, within thirty (30) days after the date the decision is rendered.

C. Filling a Grievance

1. A Grievance may be filed by any Applicant, Tenant, or Owner as a means of appealing a denied request for Exception or based on an alleged violation by BCHA of one or more provision of this Policy or the Deed Covenant.
2. A Grievance based on an alleged failure of BCHA to act in accordance with its Policies is filed by filling out the form provided by BCHA staff, along with any additional evidence, which requires the following information:
   (a) The specific Section and language 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" (or fix) the violation.
   (d) The name, address, telephone number, and email of the grievant and their representative, if any.

D. Grievance Hearing procedure

1. 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. In the event that this 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.
(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.

3. Notice of the Grievance Hearing must be provided to the Board, the grievant, and any other parties involved, to be held as soon as practicable and convenient to the Board, staff, and the grievant, but must take place within forty-five (45) days after receipt by BCHA staff of the grievance and complete documentation.

4. At least fourteen (14) 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.

5. If, after written request for production of such, any document, record, or regulation is not made available by BCHA or the grievant within the required timeframe, said document may not be relied upon at the hearing.

6. If any of the above requirements cannot be reasonably fulfilled by the originally scheduled date of the Grievance 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 must be rescheduled for a date within thirty (30) days after the originally scheduled hearing.

7. Staff will review the grievance, investigate, and request clarification or additional documentation. Staff will then prepare for the BCHA Board a staff report analyzing and making a recommendation on the Grievance. Staff will redact extraneous information to focus the report solely on the alleged violation.

8. Staff will send the staff report to the Board and all parties involved. The grievant can provide clarification, but the staff are the ultimate author of the staff report and additional information provided after the deadline provided will not be integrated into the report. However, if relevant, staff may include this additional information in the verbal presentation at the Grievance Hearing.

9. At the Grievance Hearing, the grievant can present their argument and the evidence in support of it before the Board. The agenda will follow these steps:
   (a) Staff presents their investigation and analysis to set the context.
   (b) The grievant is then invited to state their case. The grievant has the right to be represented by counsel.
   (c) Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.
   (d) Staff can defend or clarify, in response to the grievant's statement. Grievant can then rebut.
   (e) The opportunity to cross-examine may be afforded or denied at the discretion of the BCHA Board, and, if afforded, must be regulated by BCHA as it deems necessary for a fair hearing.

10. If the grievant 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.

11. Following the conclusion of the grievance 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 must be issued within six months after the date the Grievance is filed.

12. BCHA will make its determination on the basis of these Policies and Deed Covenants associated with the unit. The decision of BCHA will be binding on all parties involved, and BCHA and/or the grievant must take all actions necessary to carry out the decision following its issuance as soon as reasonably practical. BCHA must have the authority to enforce its determinations, as provided by law and put forth in these Policies and BCHA-drafted Deed Covenants attached to the land.

13. 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.

Exhibit A. Blaine County Housing Authority's Lease Addendum

1. Owner cannot charge above the Maximum Housing Costs. The owner is obligated to ensure that no more than the Maximum Rent is charged, accounting for the estimated cost of essential utilities and all other fees.

2. Rent Increases are Limited.
   (a) The Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of BCHA.
   (b) The Owner is obligated to first give the BCHA sixty (60) days written notice of intent to raise above the allowable amount and respond in a timely manner to BCHA's requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified Tenant at least ninety (90) days written notice.
   (c) If, upon annual re-certification, BCHA determines that the Tenant is two (2) income categories above the unit's designated income category, Tenant will continue to pay the Maximum Housing Cost associated with the unit's income level directly to the property manager. BCHA will charge the difference between the unit's income level and the Maximum Housing Costs associated with the Tenant's new income. This additional rent will be paid directly to BCHA.

3. Tenant and Owner are obligated to adhere to BCHA's Community Housing Administrative Policies and the Deed Covenant tied to the unit. If Tenant falls out of compliance with the Priorities and requirements outlined in Section 2.A..

4. Owner may not Evict or not Renew Lease without Just-Cause or Mediation. Idaho's Landlord Tenant Manual provides the minimum protection for tenants https://www.ag.idaho.gov/content/uploads/2023/07/LandlordTenant.pdf. Given the difficulty with finding alternative affordable housing, Community Housing rentals with a Deed Covenant managed by the BCHA only allow for just cause eviction under the following circumstances:
   (a) Just-cause for eviction and non-renewal of leases is allowed of a Qualified Tenant after the following conditions are met:
      I. Notice of Default or Non-Compliance was provided to the Qualified Tenant and BCHA; and
      II. Owner makes a reasonable effort to participate in the mediation process in advance of, or as required by, court order and adheres to any resulting mediation agreement.
   (b) Just-causes for eviction and non-renewal of leases, with a 30-day written notice is provided the Qualified Tenant and BCHA, includes the following:

I. Repeated violations of the lease terms or Property's Rules and Regulations.
II. Refusal to accept reasonable changes in the terms and conditions of the lease.
III. Conviction of a drug use committed on the property.
IV. The Owner or BCHA determines that the tenant falsified eligibility with program criteria.
V. Tenant no longer meets BCHA's prioritization criteria by which Tenant accessed the Community Home or BCHA's other program eligibility requirements.

(c) Just-causes for eviction, with a 15-day written notice is provided the Qualified Tenant and BCHA, include the following:
I. Failure to pay rent or habitual late payment of rent.
II. Repeated disorderly conduct.

(d) Just-causes for eviction, with a 3-day written notice is provided the Qualified Tenant and BCHA, include the following:
I. Qualified Tenant is engaged in the unlawful delivery or production of a controlled substance on the premises of the leased property during the tenancy.
II. Qualified Tenant damages or commits waste upon the property, verbally or physically assaults or threatens the Property manager or its employees, or other tenants.

(e) If the Qualified Tenant or their visitors are committing acts of domestic violence and/or sexual assault, then the Owner or Property manager must (1) notify BCHA and (2) follow the Violence Against Women Act.

(f) Owner may not coerce or harass tenants to waive their rights, lease-terms, or move out.

5. Capital Improvements are limited during occupancy if any of the following circumstances are met:
(a) Work exceeds more than a single eight-hour day.
(b) Work requires packing, moving, or storing belongings.
(c) Continued occupancy constitutes a danger to the Qualified Tenant's health or safety and/or the nature of the improvement creates an undue burden or unnecessary hardship.
(d) The Qualified Tenant does not have access to functional kitchen or bathroom facilities.

If an owner seeks to make improvements that meet any of the above, they must provide BCHA with a plan for in-place rehabilitation or relocation. Except for health and safety emergencies, work cannot commence without the prior written consent of BCHA. Consent may be withheld in BCHA's sole and absolute discretion or may include notice and relocation assistance requirements.

6. The Owner is required to disclose defects and necessary repairs when the Community Home is turned over by the following, or similar, method:
   (a) Providing the Applicant with an Inspection Checklist (either BCHA's or a BCHA approved Inspection Checklist) and walking through the Community Home prior to executing the lease.
   (b) Determining repair timelines, if needed, in the Inspection Checklist.
   (c) Including the Inspection Checklist in the lease agreement.

BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date:	May 21, 2025	Staff Member:	Rian Rooney

Agenda Item: Recommendation to adopt updated 2025 income limits, net worth limits, and maximum housing costs

Recommended Action:

I move to approve the updated 2025 income and net worth limits and maximum housing costs as presented.

Reasons for Recommendation:

BCHA annually adjusts 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.

The historical use of a different net worth limit for each income category creates additional administrative burdens for staff without resulting in meaningfully different policy outcomes.

Due to the significant increases in Area Median Income this year, the Maximum Housing Costs for community housing rental units could increase nearly 9% this year without adjustments. This comes on top of a 10% increase last year. BCHA's lease addendum for rental units prohibits increases of more than 4% each year for existing renters.

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

GOAL 3: EXPAND, COORDINATE + IMPROVE SERVICES TO CREATE HOUSING STABILITY
Objective 2: Position BCHA as primary point of entry for locals seeking housing.

GOAL 5: STEWARD/PRESERVE + EXPAND PORTFOLIO OF DEED-RESTRICTED HOMES
Objective 1: Continue to steward inventory of existing deed-restricted homes in BCHA inventory, including ongoing compliance.

Blaine County Housing Authority updates income limits and maximum housings costs annually. Updates to income limits expand or contract the number of households eligible to access BCHA income-restricted housing within each income category. When income limits increase, more households become eligible for income-restricted community housing opportunities. At the same time, the income limits directly impact the allowed maximum housing costs, which inform maximum rents that may be charged and sales prices for new restricted housing; without adjustments, higher income limits will result in increased maximum housing costs for each category.

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 (low, very low, and extremely low) 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 subsequently adjusts income limits for the 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.

2025 – 2026 Income Limits

The Blaine County FY2025 published Median Family Income (MFI) is $100,400. This is an 8% increase over the FY2024 MFI, $93,000. When calculating limits for specific programs, HUD uses ceiling and floor and other adjustments to prevent distortions in high- and low-income areas and guard against significant fluctuations year over year. Due to these adjustments, BCHA's 2024-2025 100% AMI for a household of 4 was set at $92,200.

- Until 2024, HUD set its ceiling at a maximum increase of 5% year over year for a Category 1 household (50% AMI).
- HUD derives the 80% AMI (Category 3) limit from the 50% AMI (Category 1) limit.
- BCHA follows HUD's methodology and extends the adjustments and ceiling concept to BCHA's other income categories (2, 4, 5, and 6).
- Beginning in 2024, HUD adjusted the ceiling limit to a 10% increase for Category 1. This change coincided with rapid increases in the Blaine County MFI beginning around 2021 after years of relative stagnation.
- Between 2023 and 2024, the AMI increase triggered the new 10% cap, and both incomes and maximum housing costs increased 10% last year.

The change in incomes from 2024 to 2025 in Blaine County would have triggered the old 5% ceiling cap on increases, however, under the new methodology, the year over year growth of approximately 9% falls within the 10% limit. This increase will make more households eligible for income-restricted units, and, given the need for Category Local units across Blaine County, there is certainly need in the 120% - 140% Category 6 income level. Staff's proposed BCHA 2025 – 2026 Income Limits are below:

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% of Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local No Income Limit
1	$ 35,150	$ 42,180	$ 56,240	$ 70,300	$ 84,360	$ 98,420	Full-time, exclusive resident of or employed in Blaine County, Idaho
2	$ 40,200	$ 48,240	$ 64,320	$ 80,400	$ 96,480	$ 112,560	
3	$ 45,200	$ 54,240	$ 72,320	$ 90,400	$ 108,480	$ 126,560	
4	$ 50,200	$ 60,240	$ 80,320	$ 100,400	$ 120,480	$ 140,560	
5	$ 54,250	$ 65,100	$ 86,800	$ 108,500	$ 130,200	$ 151,900	
6	$ 58,250	$ 69,900	$ 93,200	$ 116,500	$ 139,800	$ 163,100	

Maximum Monthly Housing Costs

BCHA has historically derived Maximum Monthly Housing Costs directly from established Income Limits, at a maximum of 30% of the average monthly income (annual income divided by 12), calculated using the lowest income in the category to ensure that every person in the category can afford their housing, i.e. less than or equal to 30% of their monthly income goes to total housing costs.

Last year's ~10% increase in incomes led to a corresponding increase in Maximum Housing Costs. This year's ~9% increase in incomes would result in another significant increase in allowed Maximum Housing Costs if BCHA uses traditional methodology.

2024 Adopted Maximum Housing Costs

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	$ 485	$ 808	$ 969	$ 1,292	$ 1,615	$ 1,938
1	$ 519	$ 865	$ 1,038	$ 1,384	$ 1,730	$ 2,076
2	$ 588	$ 980	$ 1,176	$ 1,568	$ 1,960	$ 2,352
3	$ 657	$ 1,095	$ 1,314	$ 1,752	$ 2,190	$ 2,628
4	$ 747	$ 1,245	$ 1,494	$ 1,992	$ 2,490	$ 2,988

2025 Maximum Housing Costs under traditional methodology

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	$ 527	$ 879	$ 1,055	$ 1,406	$ 1,758	$ 2,109
1	$ 565	$ 942	$ 1,130	$ 1,507	$ 1,884	$ 2,261
2	$ 641	$ 1,068	$ 1,281	$ 1,708	$ 2,135	$ 2,562
3	$ 716	$ 1,193	$ 1,431	$ 1,908	$ 2,385	$ 2,862
4	$ 814	$ 1,356	$ 1,628	$ 2,170	$ 2,713	$ 3,255

Staff is concerned that these back-to-back increases could result in a significant financial burden for existing BCHA renters. Staff is less concerned with the impact on existing owners, whose costs are generally fixed, or new renters, who would be placed in units according to how their incomes align with the new limits, ensuring affordability.

BCHA's Lease Addendum, which is required for *new* BCHA rental units, limits year over year rent increases to 4% annually. However, this Lease Addendum is not widely adopted. Applying this 4% increase concept to 2024's Maximum Housing Costs, the allowed Maximum Housing Costs for 2025 would be the following.

2025 Maximum Housing Costs with 4% increase from 2024

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	$ 504	$ 840	$ 1,008	$ 1,344	$ 1,680	$ 2,016
1	$ 540	$ 900	$ 1,080	$ 1,439	$ 1,799	$ 2,159
2	$ 612	$ 1,019	$ 1,223	$ 1,631	$ 2,038	$ 2,446
3	$ 683	$ 1,139	$ 1,367	$ 1,822	$ 2,278	$ 2,733
4	$ 777	$ 1,295	$ 1,554	$ 2,072	$ 2,590	$ 3,108

This approach would ensure that existing BCHA tenants' rent increases are capped at 4%. For new renters, maximum housing costs would be reduced to less than 30% of income, but the amount of reduction would vary by income category and unit size. A Category 4 (80 -100% AMI) household occupying a studio would not pay more than 25% of income for housing costs.

Staff also notes that, even with the 4% increase cap, Category 6 maximum housing costs for Studio and 1 Bedroom units exceed the Blaine County median advertised market rent for those unit sizes since April 2024. However, there are no Category 6 rental units currently in Blaine County Housing Authority's inventory, so no units would be impacted by this.

Staff explored making additional adjustments to Maximum Housing Costs if they are approaching the Blaine County Median Advertised Market Rent. Staff analyzed the feasibility of using the lesser of either 1) the calculated value with 4% cap or 2) median market rent for the unit size less 5%. This approach would result in Category 6 Maximum Housing Costs that follow #1 for 2, 3 and 4-bedroom units and #2 for Studio and 1-bedroom units. However, making this secondary adjustment to Studio and 1-Bedroom units results in 2025 Maximum Housing Costs for those units that is less than the current (2024) Category 6 maximums. The adopted maximum housing costs for Category 6 at those sizes already exceed BCHA's tracked median rental costs.

Comparison of Category 6 Maximum Housing Costs, 2024 + 2025, and Median Advertised Rents

Unit Size	Median Advertised Rent (April 2024 – Present)	2025 Category 6 Maximum Housing Costs with 4% Cap	2024 Category 6 Maximum Housing Costs (Adopted)
Studio	$1,799	$2,016	$1,938
1	$1,995	$2,159	$2,076
2	$2,788	$2,446	$2,352
3	$3,000	$2,733	$2,628
4	$4,350	$3,108	$2,988

It is important to also note that Maximum Housing Costs include other housing costs, like utilities and any fees, while the Median Advertised Rents include a variety of rental configurations that may or may not include some or all utilities.

Given that there are no Category 6 Rentals in the BCHA Inventory, staff's recommendation is to remove Category 6 Maximum Housing Cost limits for rentals and to discourage the creation of Category 6 rentals at this time.

The current convergence of Category 6 housing costs with advertised market rents in Blaine County also raises questions about the viability of Category Local rentals, which as currently conceived would not have rent limits. To date, like Category 6, there are no Category Local rental units in the BCHA portfolio. However, to ensure the affordability of future Category Local rentals and distinction from market rental units, staff recommends establishing Maximum Housing Costs for Category Local that align with Category 5 maximums.

Staff recommends that the Board adopt the 2025 – 2026 Maximum Housing Costs for rentals with a 4% increase on the 2024 – 2025 allowances to ensure continued affordability for existing renters. Further, staff recommends that the Board adopt, solely for the purpose of pricing new for-sale units, the uncapped (~9% increase) Maximum Housing Costs figures for internal use.

Net Worth Limits

Lastly, BCHA uses household net worth (assets less debts/liabilities) as a secondary factor for screening applicant eligibility for deed-restricted housing. Currently, applicants whose incomes fall within the established income limits for their household size, but whose net worth is higher than the limit for that category are bumped up into the category reflecting their net worth. Unlike incomes, the net worth limit is not adjusted for household size.

- Prior to 2023, net worth limits were not regularly updated.
- Beginning in 2023, BCHA staff implemented a new formula using the income limits to calculate net worth limits annually and ensure that net worth maximums could grow with incomes.
- Also in 2023, BCHA staff suggested including doubled net worth allowances for people 65 or older (those who qualify as "Seniors" under BCHA policies). This change was implemented to recognize that older people may have more savings that they have accrued throughout their lives and that they need to use to live on in retirement.

In practice, the creation of a two-tiered net worth limit, in addition to variable limits for each income category has added additional staff time to application processing and has been difficult to operationalize using the new application processing software. Current (2024 – 2025), adopted income and asset limits are below:

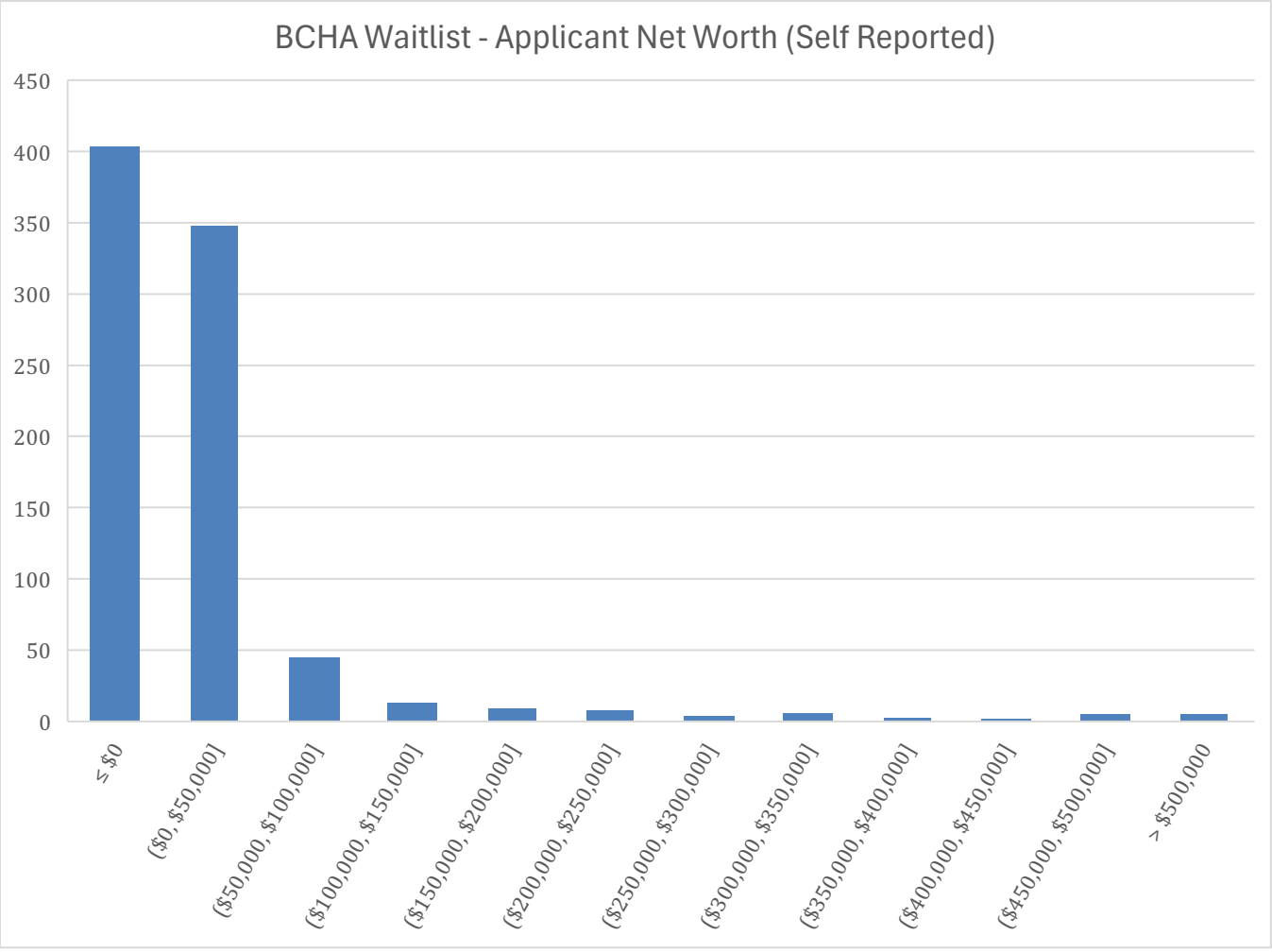
Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% of Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local No Income Limit
1	$ 32,300	$ 38,760	$ 51,680	$ 64,600	$ 77,520	$ 90,440	Full-time, exclusive resident of or employed in Blaine County, Idaho
2	$ 36,900	$ 44,280	$ 59,040	$ 73,800	$ 88,560	$ 103,320	
3	$ 41,500	$ 49,800	$ 66,400	$ 83,000	$ 99,600	$ 116,200	
4	$ 46,100	$ 55,320	$ 73,760	$ 92,200	$ 110,640	$ 129,080	
5	$ 49,800	$ 59,760	$ 79,680	$ 99,600	$ 119,520	$ 139,440	
6	$ 53,500	$ 64,200	$ 85,600	$ 107,000	$ 128,400	$ 149,800	
Allowable Net Worth	$ 92,200	$ 110,640	$ 147,520	$ 184,400	$ 221,280	$ 258,160	$ 516,320
Allowable Net Worth for Households with Persons of Retirement Age	$ 184,400	$ 221,280	$ 295,040	$ 368,800	$ 442,560	$ 516,320	$ 1,032,640

The proposed updates to the BCHA Policies, under review today, would amend the definition of "Asset" to exempt assets in retirement accounts that would be taxed or penalized for retrieval prior to retirement. This adjustment in the definition would solve the issue that the second net worth limit for seniors attempted to address. It would also not penalize people for having retirement savings at any age. Consequently, staff recommend removing the second tier of net worth exemptions for households with persons of retirement age.

Furthermore, staff question the value in having different net worth limits for each income category, when the goal of the net worth limit is to ensure that those with significant assets (e.g. trust-funders or other wealthy households) who would otherwise qualify based on income and local work hours are not competing for units with those who cannot afford market housing.

An analysis of the current BCHA waitlist suggests that most applicants have below $50,000 in net worth, with a significant portion in debt. This sample, however, does not account for the broad spectrum of housing need across the County, as lower-income households are more likely to be on the BCHA waitlist (the median self-reported household income on the waitlist is currently $46,000).

Many applicants for Ketchum's Ownership and Preservation Program, which uses a Category Local deed restriction, have household net worth above the current Category 6 limit ($258,160), but are still seeking a deed-restricted unit through the program because the market is not accessible to them at current prices.



The median attached market home sale price in Blaine County in 2024 was $815,450. The overall median, including single-family detached homes, in Blaine County was $1,050,000. To afford the median attached home under current market conditions, a household with a 20% downpayment ($163,090) would need to earn approximately $235,000 a year (235% AMI for a family of four in 2025). With a downpayment of $400,000, the same home would be affordable to a household earning approximately $174,000 annually (174% of the AMI for a family of four in 2025).

Staff recommends consolidating the net worth limits for Categories 1 through 6 at the currently adopted (2024) Category 6 limit of $258,160. Staff also recommends maintaining the current Category Local limit of $516,320. Given that retirement accounts will now be exempt from the asset calculation, staff does not recommend increasing these limits further at this time and suggests monitoring this policy change over the next year.

Staff's Recommended Income Limits, Net Worth, and Maximum Housing Costs for 2025

Income + Net Worth:

The limits below reflect the proposed ~9% increase in limits across each category, based on HUD's MFI for Blaine County in 2025. Net worth limits are consolidated for Categories 1 through 6 and retain the Category 6 and Category Local limits from 2024.

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% of Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local No Income Limit
1	$ 35,150	$ 42,180	$ 56,240	$ 70,300	$ 84,360	$ 98,420	Full-time, exclusive resident of or employed in Blaine County, Idaho
2	$ 40,200	$ 48,240	$ 64,320	$ 80,400	$ 96,480	$ 112,560	
3	$ 45,200	$ 54,240	$ 72,320	$ 90,400	$ 108,480	$ 126,560	
4	$ 50,200	$ 60,240	$ 80,320	$ 100,400	$ 120,480	$ 140,560	
5	$ 54,250	$ 65,100	$ 86,800	$ 108,500	$ 130,200	$ 151,900	
6	$ 58,250	$ 69,900	$ 93,200	$ 116,500	$ 139,800	$ 163,100	
Allowable Net Worth (retirement accounts excluded)	$258,160						$516,320

Maximum Housing Costs (Rentals)

The Maximum Housing Costs below reflect a 4% increase on 2024 limits. Category 6 has been removed, as there are no Category 6 rentals, and they are not encouraged. Category Local has been combined with Category 5 to establish limits for future Category Local rentals.

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 Local
Studio	$ 504	$ 840	$ 1,008	$ 1,344	$ 1,680
1	$ 540	$ 900	$ 1,080	$ 1,439	$ 1,799
2	$ 612	$ 1,019	$ 1,223	$ 1,631	$ 2,038
3	$ 683	$ 1,139	$ 1,367	$ 1,822	$ 2,278
4	$ 777	$ 1,295	$ 1,554	$ 2,072	$ 2,590

Maximum Housing Costs (Ownership)

These are the limits that will be used internally to calculate pricing for new deed-restricted ownership units entering the BCHA portfolio. These limits are developed using the traditional methodology of 30% of the monthly income of the lower bound of each income category.

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	Category Local No Income Limit
Studio	$ 527	$ 879	$ 1,055	$ 1,406	$ 1,758	$ 2,109	
1	$ 565	$ 942	$ 1,130	$ 1,507	$ 1,884	$ 2,261	
2	$ 641	$ 1,068	$ 1,281	$ 1,708	$ 2,135	$ 2,562	n/a
3	$ 716	$ 1,193	$ 1,431	$ 1,908	$ 2,385	$ 2,862	
4	$ 814	$ 1,356	$ 1,628	$ 2,170	$ 2,713	$ 3,255	

Attachments

1. Resolution 2025-04

RESOLUTION No. 2025-04

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

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO ADOPT THE INCOME LIMITS, NET WORTH LIMITS, AND MAXIMUM HOUSING COSTS, 2025

A. WHEREAS, the BCHA maintains income limits, net worth limits, and maximum housing costs by income category for administration of its community housing portfolio; and

B. WHEREAS, the BCHA income limits and maximum housing costs are derived from the United States Department of Housing and Urban Development (HUD) median family income data for Blaine County, which HUD updates and publishes annually in the spring; and

C. WHEREAS, the income limits establish ranges for households to qualify for income category-restricted community housing units, establishes maximum allowable housing costs by unit size, and are used to determine maximum sales price for new community housing units; and

D. WHEREAS, BCHA administrative staff reviewed the FY2025 HUD median family income data for Blaine County and HUD's adjustments to the data to derive extremely low, very low and low income limits and follow the very low-income adjustment methodology to determine limits for BCHA's income categories 1 through 6; and

E. WHEREAS, BCHA administrative staff recognizes that the significant rise in Blaine County Area Median Income in recent years may cause affordability challenges for existing BCHA renters; and

F. WHEREAS, BCHA administrative staff recommend limiting maximum housing cost increases for rental units to 4% of 2024 – 2025 allowances.

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

1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the 2025 - 2026 BCHA Income and Net Worth Limits and Maximum Housing Costs, attached and incorporated herein.

2. The Blaine County Housing Authority Board of Commissioners and directs BCHA staff to implement the 2025 – 2026 BCHA Income and Net Worth Limits and Maximum Housing Costs.

DATED this ____day of _____, 2025

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

_____ _____

Executive Director

Chair

2025 – 2026 BCHA Income, Asset Limits and Maximum Housing Costs

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% of Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median	Category Local No Income Limit
1	$ 35,150	$ 42,180	$ 56,240	$ 70,300	$ 84,360	$ 98,420	Full-time, exclusive resident of or employed in Blaine County, Idaho
2	$ 40,200	$ 48,240	$ 64,320	$ 80,400	$ 96,480	$ 112,560	
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6	$ 58,250	$ 69,900	$ 93,200	$ 116,500	$ 139,800	$ 163,100	
Allowable Net Worth (retirement accounts excluded)	$258,160						$516,320

Maximum Housing Costs (Rentals)

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 Local
Studio	$ 504	$ 840	$ 1,008	$ 1,344	$ 1,680
1	$ 540	$ 900	$ 1,080	$ 1,439	$ 1,799
2	$ 612	$ 1,019	$ 1,223	$ 1,631	$ 2,038
3	$ 683	$ 1,139	$ 1,367	$ 1,822	$ 2,278
4	$ 777	$ 1,295	$ 1,554	$ 2,072	$ 2,590

Maximum Housing Costs (Ownership – for internal use)

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	Category Local No Income Limit
Studio	$ 527	$ 879	$ 1,055	$ 1,406	$ 1,758	$ 2,109	n/a
1	$ 565	$ 942	$ 1,130	$ 1,507	$ 1,884	$ 2,261	
2	$ 641	$ 1,068	$ 1,281	$ 1,708	$ 2,135	$ 2,562	
3	$ 716	$ 1,193	$ 1,431	$ 1,908	$ 2,385	$ 2,862	
4	$ 814	$ 1,356	$ 1,628	$ 2,170	$ 2,713	$ 3,255	

BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: May 21, 2025 Staff Member: Heather Nicolai

Agenda Item: Consider a reduction in Silvercreek Living monthly rents for Family Households

Recommended Action:

"I move to approve reducing the Silvercreek Living Family Household monthly rental rate from $1600 to $1250."

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

There has been a steady uptick in vacancies at Silvercreek Living (SCL) over the past 6 months – tenants moving into permanent housing, political climate, seasonal, high rent costs, etc. For Family Households, the number one reason they give for moving out of SCL or choosing to not move into SCL is the high cost of the Family Household rental rate -$1600/month.

Month	Total Number of Rooms Vacant
December 2024	6
January 2025	9
February 2025	6
March 2025	8
April 2025	8
May 2025	9

Over the past 6 months SCL has averaged 8 vacant rooms. Currently SCL has 9 of the 34 total units occupied by family households.

Staff have reviewed the FY2025 Budget, SCL vacancy rates, tenant/applicant comments, discussed decreasing rental rates with the City of Ketchum's Treasurer, and are recommending the following actions:

1. Review the rental income table below of Family Households at SCL at current occupancy rates and at higher occupancy rates (17 rooms/half the SCL rooms filled with Family Households) with multiple monthly rental rates.
2. Discuss how much to lower the SCL monthly rental rate for Family Households with the assumption that lowering rental rates will increase affordability and occupancy for Family Households.
3. Please note: to make rooms eligible for tenant-based rental assistance the Family Household monthly rent cannot exceed $927.

Silvercreek Living Family Household Rent Comparison				
Rental Amount	Rooms Occupied	Monthly Rental Income	6 Monthys Rental Income	12 Months Rental Income
$1,600	9	$14,400	$86,400	$172,800
$1,600	17	$27,200	$163,200	$326,400
$1,450	17	$24,650	$147,900	$295,800
$1,250	17	$21,250	$127,500	$255,000
$1,000	17	$17,000	$102,000	$204,000
$927	17	$15,759	$94,554	$189,108

Staff recommends a strategic change to the Family Household rental pricing to improve affordability and occupancy rates. Here's a breakdown of the potential impacts:

1. **Affordability and Occupancy**:
    - **Decreasing the monthly rental amount to $1250**: This could make the rentals more affordable for families, potentially attracting more tenants.
    - **Increased occupancy**: With more families able to afford the rent, the occupancy rate is likely to rise.
2. **Revenue Impact**:
    - **33% increase in revenues**: If the occupancy rate increases significantly, the overall revenue from Family Household rentals could see a substantial boost.

Attachments:

Resolution No. 2025-05

RESOLUTION No. 2025-05

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

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO REDUCE THE FAMILY HOUSEHOLD MONTHLY RENTAL RATE AT SILVERCREEK LIVING TO $1250.

WHEREAS, BCHA's strategic plan includes the goal to "Expand, Coordinate + Improve Services to Create Housing Stability" and the action to "Address the immediate needs of unhoused and people at risk of displacement;" and

WHEREAS, Silvercreek Living is an ideal site for transitional, workforce housing, with common kitchens, laundry rooms, 32-38 rooms, and office space; and

WHEREAS, the reduced monthly rental amount for family households provides BCHA with a lower cost, approach to immediately provide meaningful transition housing and increase occupancy; and

WHEREAS, Staff and a BCHA Board of Commissioners recommend reducing the Family Household monthly rent at Silvercreek Living to $1250 after extensive review and inspection.

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 the reduction of the monthly rent for Family Households at Silvercreek Living to $1250.

DATED this ____day of _____, 2025

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

_____

Executive Director

_____

Chair