BLAINE COUNTY HOUSING AUTHORITY
Wednesday, May 20, 2026, 11:30 AM
Town Center West- 116 S River Street, Hailey, ID, 83333

AGENDA

PUBLIC PARTICIPATION INFORMATION
Public information on this meeting is posted outside City Hall.

We welcome you to watch Board Meetings via live stream.
You will find this option on our website at http://www.bcoha.org.

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

- Join us via Zoom (please mute your device until called upon)
  Join the Webinar: https://zoom.us/j/93305821054
  Webinar ID: 933 0582 1054

- Address the Board in person at Town Center West in Hailey
- 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.

CALL TO ORDER: By Board Chairman Keith Perry
ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.
COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD: Communications from the Board of Directors

1. Public Comment submitted
2. Public Comment in person

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

3. Liaison Reports

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

4. Staff Update- Administrative Assistant, Jacklyn Highfill

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.

5. Approval of the April 15, 2026, BCHA Board Meeting Minutes
6. Approval of the April 2026 Financial Report

7. Recommendation to Approve the Updated City of Ketchum Takeover and Sign the Master Lease Assignment for Silver Creek Living, Located at 31 E. McKercher Blvd.

NEW BUSINESS:

8. Discuss Future of BCHA
9. Discuss Ongoing Silver Creek Expenses between BCHA and City of Ketchum- City Administrator, Jade Riley and Director of Finance, Brent Davis

ADJOURNMENT:

May 20, 2026, Monthly Staff Update

- Staff are currently awaiting direction from the Blaine County Commissioners regarding the future of BCHA. Their next meeting is scheduled for Tuesday, May 19.
- Coordination of remodel and repair work on the BCHA-owned unit in Elkhorn has been temporarily paused so staff can prioritize development and readiness of the offboarding plan.
- Staff have developed a comprehensive offboarding plan while continuing to maintain day-to-day operations. The plan is ready to be implemented once direction is received from the County Commissioners.
- HUD has published new Income Limits for Blaine County. Staff will bring an analysis and update to the Board for adoption next month.
- Liz- is currently working on filling 4 rental units. For the sale of the Evergreen condo, minor repairs are being made per inspection suggestion. 2 open houses have been held, and 1 more will be held on 05/21/2026.
- Jacklyn Highfill is currently training with Heather to assume many of her responsibilities in preparation for Heather's departure from the Housing Department.
- Daniel Brown's property management responsibilities at Silvercreek Living, Lift Tower Lodge, and Evergreen Apartments remain unchanged.
- Jacklyn Highfill will be out of the office May 22- June 5 for vacation.
- Rian Rooney will be out of office from May 14 through May 25.

BLAINE COUNTY HOUSING AUTHORITY
BCHA Board Meeting Minutes
Wednesday, April 15, 2026 10:30 AM
191 5th St W, Ketchum, ID 83333

CALL TO ORDER: By Board Vice- Chair Sarah Seppa (00:00:02)

ROLL CALL: (00:00:02)
Keith Perry- Board Chair
Sarah Seppa- Vice Chair (via zoom)
Jennifer Rangel- Board Member

ALSO PRESENT:
Heather Nicolai –Housing Operations Manager
Jacklyn Highfill –Housing Administrative Assistant

COMMUNICATIONS FROM THE BOARD:
-Daryl Fauth (00:00:20)

COMMUNICATIONS FROM THE LIAISONS:
-Brian Parker, Bellevue- BCHA Liaison (00:04:46)

COMMUNICATIONS FROM THE STAFF:
-Heather Nicolai, Operations Manager (00:05:41)

CONSENT AGENDA: (00:07:57)

1. Approval of the March 25, 2026, BCHA Board Meeting Minutes
2. Approval of the March 2026 Financial Report
3. Recommendation to approve the City of Ketchum take over and sign the Master Lease Assignment for the Silver Creek Living located at 31 E. McKercher Blvd.

MOTION TO APPROVE CONSENT AGENDA: (00:09:55)
MOVER: Daryl Fauth
SECONDER: Keith Perry
AYES: Keith Perry, Jennifer Rangel, Sarah Seppa
NAYS:
RESULT: ADOPTED

MEETING ADJOURNED (00:10:45)
MOVER: Daryl Fauth
SECONDER: Keith Perry
AYES: Keith Perry, Jennifer Rangel, Sarah Seppa
NAYS:
RESULT: ADOPTED

Respectfully submitted by:

_____
Jacklyn Highfill
BCHA Administrative Assistant

Approved by:

_____
Keith Perry
BCHA Chair

BLAINE COUNTY HOUSING AUTHORITY

Financial Reports for period ending April 30, 2026

Prepared on

May 12, 2026

BLAINE COUNTY HOUSING AUTHORITY

Budget vs. Actuals: FY26

October 2025 - April 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
Income						
4010 Sale of Real Estate - Elkhorn Rental to Ownership		0	0	0		
4050 City of Ketchum Contributions	395,900	230,942	164,958	-164,958	171.00 %	-71.00 %
4060 Blaine County Contributions		90,125	-90,125	90,125		100.00 %
4070 CH Admin Fee	3,086	6,808	-3,722	3,722	45.00 %	55.00 %
4100 Rental Income	17,975		17,975	-17,975		
4110 Silvercreek - Rental Income	174,997	223,652	-48,655	48,655	78.00 %	22.00 %
4115 Silvercreek - Laundry Income	4,769	4,083	686	-686	117.00 %	-17.00 %
Total 4110 Silvercreek - Rental Income	**179,766**	**227,735**	**-47,969**	**47,969**	**79.00 %**	**21.00 %**
4130 Elkhorn - Rental Income	3,000	6,983	-3,983	3,983	43.00 %	57.00 %
4140 Exceeding Income Category-Rent	409		409	-409		
Total 4100 Rental Income	**201,150**	**234,718**	**-33,568**	**33,568**	**86.00 %**	**14.00 %**
4300 Grants	32,643	5,833	26,810	-26,810	560.00 %	-460.00 %
4500 Services	13		13	-13		
4600 Miscellaneous Income	132		132	-132		
Total Income	**$632,924**	**$568,425**	**$64,499**	**$ -64,499**	**111.00 %**	**-11.00 %**
GROSS PROFIT	**$632,924**	**$568,425**	**$64,499**	**$ -64,499**	**111.00 %**	**-11.00 %**
Expenses						
7100 Administrative Services						
7110 Financial Services	211	1,983	-1,772	1,772	11.00 %	89.00 %
7120 Bank Charge	32		32	-32		
Total 7110 Financial Services	**243**	**1,983**	**-1,740**	**1,740**	**12.00 %**	**88.00 %**
7130 Liability Insurance	3,498	4,262	-764	764	82.00 %	18.00 %
7140 Staff/Board Development	2,100	2,917	-817	817	72.00 %	28.00 %
7150 Subscriptions	1,837	1,925	-88	88	95.00 %	5.00 %
Total 7100 Administrative Services	**7,677**	**11,086**	**-3,410**	**3,410**	**69.00 %**	**31.00 %**
7200 Managed Rental Costs						
7201 Property Management Systems	867	875	-8	8	99.00 %	1.00 %
7210 Silvercreek - Expenses						
7211 Silvercreek - Operations	84,524	112,032	-27,508	27,508	75.00 %	25.00 %
7212 Silvercreek - Rental Expense	270,671	305,582	-34,911	34,911	89.00 %	11.00 %
Total 7210 Silvercreek - Expenses	**355,196**	**417,614**	**-62,419**	**62,419**	**85.00 %**	**15.00 %**
7230 Elkhorn Village Units						
7231 Elkhorn Village HOA Dues	5,812	6,524	-712	712	89.00 %	11.00 %
7232 Elkhorn Village Repair & Maintenance	250	3,813	-3,563	3,563	7.00 %	93.00 %
Total 7230 Elkhorn Village Units	**6,062**	**10,337**	**-4,275**	**4,275**	**59.00 %**	**41.00 %**
Total 7200 Managed Rental Costs	**362,125**	**428,826**	**-66,701**	**66,701**	**84.00 %**	**16.00 %**
7400 Contract Labor						
7410 Admin - Contract Labor	315	0	315	-315		
7430 Application Review and Placement - Contract		0	0	0		

BLAINE COUNTY HOUSING AUTHORITY

Budget vs. Actuals: FY26

October 2025 - April 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
Labor						
7440 City of Ketchum Staffing Reimbursement		0	0	0		
7450 Compliance - Contract Labor		0	0	0		
7455 Legal Fees	54,309	32,375	21,934	-21,934	168.00 %	-68.00 %
Total 7450 Compliance - Contract Labor	**54,309**	**32,375**	**21,934**	**-21,934**	**168.00 %**	**-68.00 %**
Total 7400 Contract Labor	**54,624**	**32,375**	**22,249**	**-22,249**	**169.00 %**	**-69.00 %**
7500 Office expenses						
7510 Computer & Comm. Expenses	6,266	4,292	1,975	-1,975	146.00 %	-46.00 %
7520 Postal and Delivery Services	83	181	-98	98	46.00 %	54.00 %
7530 Furniture & Improvements		166	-166	166		100.00 %
7550 Rent - BCHA Meriwether Office	5,830	6,858	-1,028	1,028	85.00 %	15.00 %
7560 Supplies	121	596	-475	475	20.00 %	80.00 %
Total 7500 Office expenses	**12,300**	**12,093**	**207**	**-207**	**102.00 %**	**-2.00 %**
7600 Program Expenses						
7610 Applications, Forms, & Data Management	3,772	8,542	-4,770	4,770	44.00 %	56.00 %
7630 Data and Analysis	60,690	7,700	52,990	-52,990	788.00 %	-688.00 %
7640 Mediation	22,833	21,583	1,250	-1,250	106.00 %	-6.00 %
7650 Lease-up and Sales	-4,427	3,226	-7,653	7,653	-137.00 %	237.00 %
7660 Printing and Reproduction		1,502	-1,502	1,502		100.00 %
7670 Translation & Interpretation	189	2,625	-2,436	2,436	7.00 %	93.00 %
7680 Public Education & Partnership Engagement	7,250	34,315	-27,065	27,065	21.00 %	79.00 %
7690 HOA Dues Assistance	14,287		14,287	-14,287		
7695 HOA Special Assessment Assistance	1,269		1,269	-1,269		
Total 7600 Program Expenses	**105,863**	**79,494**	**26,370**	**-26,370**	**133.00 %**	**-33.00 %**
Total Expenses	**$542,589**	**$563,874**	**$ -21,285**	**$21,285**	**96.00 %**	**4.00 %**
NET OPERATING INCOME	**$90,335**	**$4,551**	**$85,784**	**$ -85,784**	**1,985.00 %**	**-1,885.00 %**
NET INCOME	**$90,335**	**$4,551**	**$85,784**	**$ -85,784**	**1,985.00 %**	**-1,885.00 %**

BLAINE COUNTY HOUSING AUTHORITY

Profit and Loss YTD Comparison

October 2025 - April 2026

	TOTAL			
	OCT 2025 - APR 2026	OCT 2024 - APR 2025 (PY)	CHANGE	% CHANGE
Income				
4010 Sale of Real Estate - Elkhorn Rental to Ownership		219,661	-219,661	-100.00 %
4050 City of Ketchum Contributions	395,900	300,000	95,900	32.00 %
4070 CH Admin Fee	3,086	8,344	-5,259	-63.00 %
4100 Rental Income	17,975		17,975	
4110 Silvercreek - Rental Income	174,997	208,939	-33,943	-16.00 %
4115 Silvercreek - Laundry Income	4,769	4,395	374	9.00 %
Total 4110 Silvercreek - Rental Income	**179,766**	**213,334**	**-33,568**	**-16.00 %**
4130 Elkhorn - Rental Income	3,000	5,250	-2,250	-43.00 %
4140 Exceeding Income Category-Rent	409		409	
Total 4100 Rental Income	**201,150**	**218,584**	**-17,434**	**-8.00 %**
4300 Grants	32,643	50,922	-18,279	-36.00 %
4500 Services	13		13	
4600 Miscellaneous Income	132	2,430	-2,298	-95.00 %
Total Income	**$632,924**	**$799,942**	**$ -167,018**	**-21.00 %**
GROSS PROFIT	**$632,924**	**$799,942**	**$ -167,018**	**-21.00 %**
Expenses				
7100 Administrative Services				
7110 Financial Services	211	9,363	-9,152	-98.00 %
7120 Bank Charge	32	171	-140	-82.00 %
Total 7110 Financial Services	**243**	**9,534**	**-9,291**	**-97.00 %**
7130 Liability Insurance	3,498	6,958	-3,461	-50.00 %
7140 Staff/Board Development	2,100	3,727	-1,628	-44.00 %
7150 Subscriptions	1,837	1,809	28	2.00 %
Total 7100 Administrative Services	**7,677**	**22,028**	**-14,351**	**-65.00 %**
7200 Managed Rental Costs				
7201 Property Management Systems	867	1,084	-217	-20.00 %
7210 Silvercreek - Expenses				
7211 Silvercreek - Operations	84,524	126,733	-42,209	-33.00 %
7212 Silvercreek - Rental Expense	270,671	336,947	-66,276	-20.00 %
Total 7210 Silvercreek - Expenses	**355,196**	**463,680**	**-108,485**	**-23.00 %**
7230 Elkhorn Village Units				
7231 Elkhorn Village HOA Dues	5,812	6,742	-930	-14.00 %
7232 Elkhorn Village Repair & Maintenance	250	6,537	-6,287	-96.00 %
Total 7230 Elkhorn Village Units	**6,062**	**13,280**	**-7,217**	**-54.00 %**
Total 7200 Managed Rental Costs	**362,125**	**478,044**	**-115,919**	**-24.00 %**
7400 Contract Labor				
7410 Admin - Contract Labor	315		315	
7430 Application Review and Placement - Contract Labor		60,000	-60,000	-100.00 %
7440 City of Ketchum Staffing Reimbursement		211,574	-211,574	-100.00 %

BLAINE COUNTY HOUSING AUTHORITY

Profit and Loss YTD Comparison

October 2025 - April 2026

	TOTAL			
	OCT 2025 - APR 2026	OCT 2024 - APR 2025 (PY)	CHANGE	% CHANGE
7450 Compliance - Contract Labor		12,400	-12,400	-100.00 %
7455 Legal Fees	54,309	12,047	42,263	351.00 %
Total 7450 Compliance - Contract Labor	**54,309**	**24,447**	**29,863**	**122.00 %**
Total 7400 Contract Labor	**54,624**	**296,021**	**-241,396**	**-82.00 %**
7500 Office expenses				
7510 Computer & Comm. Expenses	6,266	4,216	2,050	49.00 %
7520 Postal and Delivery Services	83	181	-98	-54.00 %
7530 Furniture & Improvements		143	-143	-100.00 %
7550 Rent - BCHA Meriwether Office	5,830	6,785	-955	-14.00 %
7560 Supplies	121	483	-362	-75.00 %
Total 7500 Office expenses	**12,300**	**11,807**	**493**	**4.00 %**
7600 Program Expenses				
7610 Applications, Forms, & Data Management	3,772	10,759	-6,987	-65.00 %
7630 Data and Analysis	60,690	18,533	42,157	227.00 %
7640 Mediation	22,833	24,667	-1,833	-7.00 %
7650 Lease-up and Sales	-4,427	3,413	-7,840	-230.00 %
7660 Printing and Reproduction		1,997	-1,997	-100.00 %
7670 Translation & Interpretation	189	3,392	-3,203	-94.00 %
7680 Public Education & Partnership Engagement	7,250	4,175	3,075	74.00 %
7690 HOA Dues Assistance	14,287		14,287	
7695 HOA Special Assessment Assistance	1,269		1,269	
Total 7600 Program Expenses	**105,863**	**66,937**	**38,927**	**58.00 %**
Total Expenses	**$542,589**	**$874,837**	**$ -332,247**	**-38.00 %**
NET OPERATING INCOME	**$90,335**	**$ -74,894**	**$165,229**	**221.00 %**
Other Expenses				
8030 Reconciliation Discrepancies-1		149	-149	-100.00 %
Total Other Expenses	**$0**	**$149**	**$ -149**	**-100.00 %**
NET OTHER INCOME	**$0**	**$ -149**	**$149**	**100.00 %**
NET INCOME	**$90,335**	**$ -75,044**	**$165,378**	**220.00 %**

BLAINE COUNTY HOUSING AUTHORITY
Profit and Loss by Property
October 2025 - April 2026

	Elkhorn Village	Silver Creek Living	Total
Income			
4100 Rental Income		17,975	17,975
4110 Silvercreek - Rental Income		174,997	174,997
4115 Silvercreek - Laundry Income		4,769	4,769
Total 4110 Silvercreek - Rental Income	**$ 0**	**$ 179,766**	**$ 179,766**
4130 Elkhorn - Rental Income	1,500		1,500
Total 4100 Rental Income	**$ 1,500**	**$ 197,741**	**$ 199,241**
4300 Grants		1,500	1,500
Total Income	**$ 1,500**	**$ 199,241**	**$ 200,741**
Gross Profit	**$ 1,500**	**$ 199,241**	**$ 200,741**
Expenses			
7200 Managed Rental Costs			
7210 Silvercreek - Expenses			
7211 Silvercreek - Operations		84,392	84,392
7212 Silvercreek - Rental Expense		226,477	226,477
Total 7210 Silvercreek - Expenses	**$ 0**	**$ 310,869**	**$ 310,869**
7230 Elkhorn Village Units			
7231 Elkhorn Village HOA Dues	5,812		5,812
7232 Elkhorn Village Repair & Maintenance	250		250
Total 7230 Elkhorn Village Units	**$ 6,062**	**$ 0**	**$ 6,062**
Total 7200 Managed Rental Costs	**$ 6,062**	**$ 310,869**	**$ 316,932**
7500 Office expenses			
7510 Computer & Comm. Expenses		1,360	1,360
Total 7500 Office expenses	**$ 0**	**$ 1,360**	**$ 1,360**
Total Expenses	**$ 6,062**	**$ 312,229**	**$ 318,292**
Net Operating Income	**-$ 4,562**	**-$ 112,989**	**-$ 117,551**
Net Income	**-$ 4,562**	**-$ 112,989**	**-$ 117,551**

BLAINE COUNTY HOUSING AUTHORITY

Balance Sheet Comparison

As of April 30, 2026

	TOTAL			
	AS OF APR 30, 2026	AS OF APR 30, 2025 (PY)	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts				
1100 Cash in Bank	0	0	0	
1110 DL Evans Checking	200,069	152,721	47,348	31.00 %
1120 Checking US BANK-1848	-142	-142	0	0.00 %
Total 1100 Cash in Bank	**199,926**	**152,578**	**47,348**	**31.00 %**
Total Bank Accounts	**$199,926**	**$152,578**	**$47,348**	**31.00 %**
Accounts Receivable				
1200 Accounts Receivable	3,260	0	3,260	
Total Accounts Receivable	**$3,260**	**$0**	**$3,260**	**0%**
Total Current Assets	**$203,186**	**$152,578**	**$50,608**	**33.00 %**
TOTAL ASSETS	**$203,186**	**$152,578**	**$50,608**	**33.00 %**
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 Accounts Payable	40,885	63,726	-22,840	-36.00 %
Total Accounts Payable	**$40,885**	**$63,726**	**$ -22,840**	**-36.00 %**
Credit Cards				
2100 Visa - DL Evans	1,451	-3,124	4,575	146.00 %
Total Credit Cards	**$1,451**	**$ -3,124**	**$4,575**	**146.00 %**
Total Current Liabilities	**$42,336**	**$60,602**	**$ -18,265**	**-30.00 %**
Total Liabilities	**$42,336**	**$60,602**	**$ -18,265**	**-30.00 %**
Equity				
3000 Opening Bal Equity	-313,390	-313,390	0	0.00 %
3040 Retained Earnings	383,906	480,411	-96,505	-20.00 %
Net Income	90,335	-75,044	165,378	220.00 %
Total Equity	**$160,850**	**$91,977**	**$68,873**	**75.00 %**
TOTAL LIABILITIES AND EQUITY	**$203,186**	**$152,578**	**$50,608**	**33.00 %**

BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date:	5/20/26	Staff Member:	Heather Nicolai

Agenda Item: Recommendation to approve the City of Ketchum take over and sign the Master Lease Assignment for the Silver Creek Living located at 31 E. McKercher Blvd.

Recommended Action:

Motion to approve the updated City of Ketchum lease assignment for the Silver Creek Living.

Reasons for Recommendation:

The City of Ketchum has been the financial guarantor on the Silver Creek transitional housing facility since the lease was originally executed on November 30, 2023. The City negotiated more favorable terms on December 1, 2025. Given the recent decision on the BCHA contract, the attached lease assignment is clerical in nature and has no financial impact when compared to status quo operations. Board is seeing this again as there has been an update to the contract regarding the letter of credit verbiage being removed.

Attachments:

1. Assignment and Assumption of Master Lease Agreement and Rental Agreements

ASSIGNMENT AND ASSUMPTION AND SECOND AMENDMENT OF MASTER LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AND SECOND AMENDMENT OF MASTER LEASE AGREEMENT ("**Agreement")** dated as of the Effective Date (defined below) is entered into by and between BLAINE COUNTY HOUSING AUTHORITY, an independent public body corporate and politic duly created by Blaine County, Idaho, and existing pursuant to the laws of the State of Idaho ("**Assignor**") and CITY OF KETCHUM, a municipal corporation of the State of Idaho ("**City**" or "**Assignee**").

RECITALS

A. Wood River LLC, a Washington limited liability company ("**Wood River**") is the owner of that certain property located at 31 E. McKercher Blvd, Hailey, Idaho (the "**Property**"). Wood River as "**Lessor**" and Assignor, as "**Lessee**" entered into that certain Master Lease Agreement dated November 30, 2023 (the "**Original Master Lease**"), as amended by that certain First Amendment to Master Lease Agreement dated December 1, 2025 (the "**First Amendment**", collectively with the Original Master Lease, the "**Master Lease**"), attached hereto as Exhibit A, wherein Assignor leases 100% of the Property from Wood River to manage and oversee the residential leasing operation at the Property pursuant to separate rental agreements (each, a "**Rental Agreement**", and collectively, the "**Rental Agreements**"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Master Lease; and

B. Assignor desires to assign the Master Lease and the Rental Agreements to Assignee, and Assignee desires to assume the Master Lease and Rental Agreements from Assignor (the "**Assignment and Assumption**"), subject to the terms and conditions set forth herein; and

C. Concurrent with the Assignment and Assumption, Wood River and City wish to amend the Master Lease as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, Assignor, Assignee and Wood River hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignment. As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee, all right, title and interest of Assignor as Lessee under the Master Lease. Assignor shall remain liable for the performance of any obligation required to be performed by Lessee under the Master Lease or any Rental Agreement for all periods prior to the Effective Date. Nothing herein shall be construed to limit or affect any right or remedy of Wood River under the Master Lease arising from acts or omissions of Assignor prior to the Effective Date.

2. Assumption. As of the Effective Date, Assignee hereby accepts said assignment and assumes and agrees to keep, observe and perform all of the covenants, conditions, terms and provisions under the Master Lease or any Rental Agreement to be kept, observed and performed by the lessee therein from and after the Effective Date. For the avoidance of doubt, Wood River shall be entitled to enforce the Master Lease directly against Assignee from and after the Effective Date.

3. Release of Assignor. As of the Effective Date, Wood River hereby releases and discharges Assignor from any and all obligations and liabilities arising under the Master Lease or any Rental Agreement from and after the Effective Date. Nothing in this Section 3 shall limit or affect any obligation

or liability of Assignor arising prior to the Effective Date, including without limitation any payment or performance obligation accrued but not satisfied as of the Effective Date.

AMENDMENT OF MASTER LEASE

4. Letter of Credit. It is agreed and understood that the City executed that certain Irrevocable Standby Letter of Credit dated November 29, 2023 (the "**LOC**") related to the Master Lease wherein Wood River is the beneficiary. Subject to the provisions below, Wood River and City agree that the LOC will terminate on the Effective Date.

5. No Pledge of Credit. As of the Effective Date, City represents and warrants to Wood River that the City Council has appropriated sufficient funds to satisfy all of the monetary obligations under the Master Lease through September 30, 2026, including, without limitation, the Rent and the then applicable Early Termination Payment (defined below). Effective on October 1, 2026 and each October 1 thereafter for the duration of the Term, City's obligations to pay Rent, the then applicable Early Termination Payment and any other amounts due under the Master Lease are limited obligations of the City payable solely from funds lawfully appropriated by the City of Ketchum City Council (the "**City Council**") for such purpose during each Fiscal Year (defined below) (collectively, the "**Applicable Master Lease Monetary Obligations**"). Nothing in the Master Lease shall be construed as a pledge of City's credit, taxing power, or general revenues, or as creating a debt or other financial obligation to extend such pledge that is in violation of applicable law; provided that City agrees to use good faith efforts to include the Applicable Master Lease Monetary Obligations in its annual fiscal year budget, which the City represents is October 1 – September 30 of each year (the "**Fiscal Year**"). Wood River acknowledges that the City is a municipal corporation and is assuming the Master Lease as Assignee in reliance on this limitation.

6. Termination Right. If the City Council fails to provide written notice to Wood River by August 1, 2026 and each August 1 thereafter for the duration of Term (the "**Annual Notice Deadline**") that the Applicable Master Lease Monetary Obligations have been appropriated (the "**Appropriation Notice**") for the immediately subsequent Fiscal Year, the Master Lease will terminate (a "**Non-Appropriation Termination**"), such termination to be effective on the last day of the then current Fiscal Year for which funds were appropriated (the "**Non-Appropriation Termination Effective Date")**. In the event of a Non-Appropriation Termination, City shall remain responsible to: (i) pay all Rent and other amounts accrued through the Non-Appropriation Termination Effective Date, and (ii) surrender the Premises in accordance with the Master Lease as of the Appropriation Termination Effective Date.

7. Termination Payment. In the event of a Non-Appropriation Termination, City will pay a termination fee equal to (i) $500,000 through September 30, 2026, (ii) $450,000 from October 1, 2026 through September 30, 2027, and (iii) $350,000 from October 1, 2027 through the Expiration Date.
(the "**Early Termination Payment**"), such payment to be made to Wood River within ten (10) business days following the Annual Notice Deadline. The parties agree that the Early Termination Payment shall not be considered a penalty but, rather, constitute liquidated damages, representing a reasonable pre-estimate of losses, including, without limitation, re-leasing costs, transition of management to a new operator, lost rental income, etc., which losses would be difficult to ascertain with certainty at the time of this Agreement.

MISCELLANEOUS

8. Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held

invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Notice Address Update. Section 1(l) of the Master Lease is hereby amended to replace the Lessee's notice address in its entirety with the following: "City of Ketchum, P.O. Box 2315, Ketchum, ID 83340, Attn: Jade Riley, City Administrator (Email: jriley@ketchumidaho.org)."

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

11. Miscellaneous. This Agreement and the obligations of the parties set forth herein shall survive the Effective Date and shall not be merged therein, shall be binding upon and inure to the benefit of each party hereto, their respective legal representatives, successors and assigns and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

12. Attorneys' Fees. Should any party employ attorneys to enforce any of the provisions hereof, the non-prevailing party agrees to pay the prevailing party(ies) all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred by the prevailing party in connection therewith.

13. Wood River Consent. By signing below, and subject to the provisions of this Agreement, Wood River hereby consents to the assignment of the Master Lease to Assignee. Wood River's consent herein is a one-time consent and shall not be deemed a consent to any further or subsequent assignment, subletting, or transfer of the Master Lease or any interest therein. Wood River's consent shall not modify, diminish, or waive any right or remedy of Wood River under the Master Lease, including without limitation Wood River's (i) right to demand the Termination Payment under Section 7 of this Agreement, (ii) termination rights under Section 5 of the First Amendment, and (iii) all other rights reserved to Wood River under the Master Lease. Except as specifically set forth in this Agreement Wood River does not assume, and shall not be deemed to have assumed, any obligation of Assignor to Assignee by virtue of this consent or its execution of the Assignment and Assumption.

[Remainder of Page Intentionally Blank; Signature Page and Exhibits Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as the latest of the dates set forth below (the "**Effective Date**").

ASSIGNOR:

BLAINE COUNTY HOUSING AUTHORITY

By:_____
Name: _____
Title: _____
Date: _____

ASSIGNEE:

CITY OF KETCHUM

By:_____
Name: _____
Title: _____
Date: _____

WOOD RIVER:

WOOD RIVER LLC,
a Washington limited liability company

By: BearRock Investments LLC,
a Washington limited liability company

Its: Member/Manager

By: _____
David Rothrock, Member/Manager
Date: _____

By: _____
Douglas Barrett, Member/Manager
Date: _____

EXHIBIT A

Master Lease

(separately provided to City)

Potential Paths Forward

for the Blaine County Housing Authority

BCHA Board Meeting

Discussion of Future of BCHA | May 20, 2026

Decision frame

If BCHA remains, the structure must match the work.

This is not work that can be handled well by a volunteer board alone.

We need to do this work the right way — and we need to do it well.

What BCHA must support
• Consistent compliance • Fair enforcement of deed restrictions • Valley-wide coordination • Future municipal partnerships

What happens without structure
• Fragmented oversight • Duplicated costs • Political pressure on compliance decisions • Less capacity to serve the whole valley

All scenarios share one opportunity

BCHA can become more clearly independent and more useful to the whole valley.

With the City of Ketchum choosing not to renew its contract, BCHA has an opportunity to operate with greater independence — a concern raised by other municipalities.

The more independent BCHA becomes, the more attractive it may be to Hailey and Sun Valley in Year 1 for compliance services, and then continue to grow it in those municipalities and eventually add Bellevue and Carey — creating additional revenue streams over time.

Scenario 1 — Minimum Survival Model

County-funded only

Ketchum does not fund BCHA and does not compensate BCHA for compliance oversight of approximately 119 units.

Financial structure

$160k

County contribution only

Operational reality

Likely supports one full-time employee, plus limited contracted support from 2 individual contractors. Capacity would be significantly reduced.

Opportunities

- BCHA's independence could still appeal to Hailey and Sun Valley
- Possible future service agreements, but limited capacity to pursue them

Considerations / Concerns

- Survival model, not a growth model
- Restricts compliance and modernization
- Politically difficult for Ketchum if it relies on BCHA while providing no support

Scenario 2 — Shared Services Partnership

Least disruptive / most operational continuity

BCHA continues Ketchum compliance work while using existing City staff resources through a shared services arrangement.

Financial structure

$160k	$50k	75%
County contribution	BCHA pays Ketchum	2 dedicated staffers' time provided by Ketchum

Operational reality

Employees retain jobs, benefits, and institutional knowledge. BCHA keeps operational continuity with minimal disruption.

Opportunities

- Most cost-effective short-term bridge
- Attractive to Hailey and Sun Valley for future contracts
- County funding could be reduced as new municipal revenue comes online

Considerations / Concerns

- Requires clear roles and cooperation
- If Ketchum decides it is not working, it can pull back staff and move toward Scenario 3

Scenario 3 — Fully Independent Staffing Model

Independent regional authority structure

BCHA and/or Blaine County directly hire dedicated staff to run compliance and housing authority functions valley-wide.

Financial structure

$160k	$150k	2 FTE
County contribution	Ketchum compliance contract	Dedicated BCHA or County employees

Operational reality

Dedicated staff manage compliance, administration, and BCHA matters valley-wide, with clear separation between municipal interests and compliance oversight.

Opportunities

- Strongest long-term regional platform
- Better support for Hailey, Bellevue, Sun Valley, Carey, and future projects such as Oppenheimer
- County funding could be reduced as municipalities sign on

Considerations / Concerns

- Higher up-front commitment
- Requires long-term funding partnerships
- Requires hiring and onboarding independent staff

Side-by-side summary

How the scenarios differ in practical terms.

	Scenario 1 Minimum survival	Scenario 2 Shared services	Scenario 3 Independent
Funding	County $160k only	County $160k + BCHA pays Ketchum $50k	County $160k + Ketchum pays BCHA $150k
Staffing	1 FTE + limited contractors	75% 2 dedicated staffers' time via City	2 dedicated BCHA/County employees
Disruption	High	Low	Moderate transition
Strategic value	Keeps BCHA alive	Best short-term bridge	Best long-term structure

Discussion takeaway: Scenario 2 creates the cleanest transition; Scenario 3 creates the cleanest long-term authority.

The core question

Does Blaine County want a centralized, independent housing authority that provides consistent compliance, regional coordination, and long-term housing oversight across the valley?

If yes, BCHA must be structured and funded to do the work professionally, consistently, and sustainably.

A fragmented system will cost more and be harder to manage when it matters most.