JACKSON COUNTY PLANNING OFFICE

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Sylva, N.C. 28779

Michael Poston
Planning Director
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MEMO

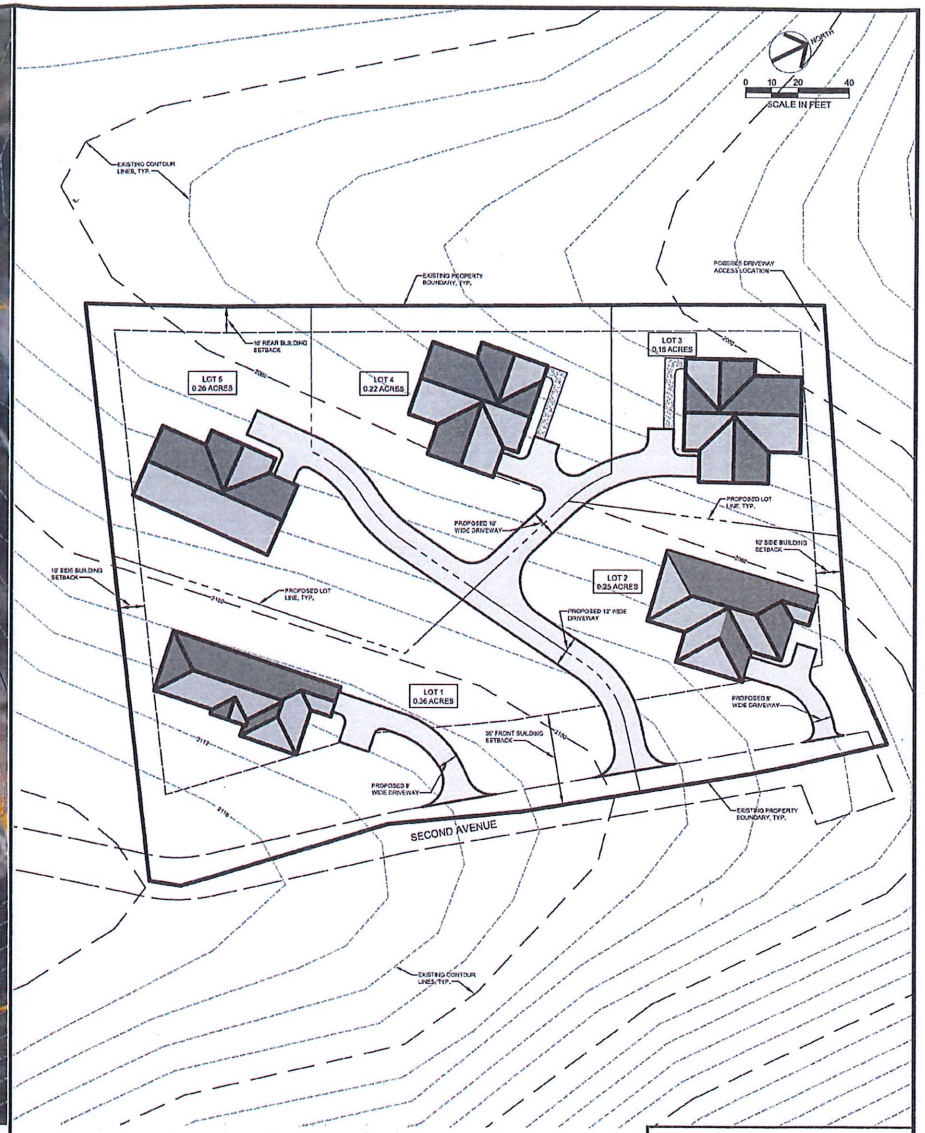
To: Jackson County Board of Commissioners
From: Michael Poston, Planning Director
Date: September 5, 2019

RE: Mountain Projects Housing project

Mountain Projects has received a grant from USDA to construct new single family housing units in Jackson County that will serve households that make $45,000 or less per year and can meet the USDA loan qualification standards. The grant requires approved applicants to contribute sweat equity in the construction of the houses, but does not require a down payment or payments on the loan until the closing is finalized. Mountain Projects has been working to identify a property for this program for several years without success. This year they have identified a 1.2-acre property on Second Avenue in the Town of Sylva that can accommodate five housing sites. They currently have the property under contract and are in their due diligence stage.

This project would provide five single family houses that would be serving households that make between 80%-100% of the median household income. This is a housing segment that is much needed in Jackson County. In similar projects in Haywood County, Mountain Projects has stated that the average value of the houses at closing is approximately $200,000 per unit. Upon approval of the project by USDA, Mountain Projects will be responsible for identifying and qualifying five applicants. USDA does not have any restrictions on who can apply for the program. However, Mountain Projects will be encouraging members of our law enforcement community, educational community, and other emergency services members in Jackson County to apply for the program.

USDA has to approve the site and project prior to moving forward. One of the criteria of the grant program is that the site acquisition cost and site development costs cannot exceed approximately $45,000 per lot. Mountain Projects is estimating that the total cost will be approximately $51,000 per lot. It is our understanding that USDA will not approve the project with the projected site development costs. Staff is requesting that the Board of Commissioners consider partnering with Mountain Projects by allocating up to $30,000 to offset site development cost in order to meet the USDA program requirements.



NOTE:
THIS IS A CONCEPT LAYOUT ONLY AND IS NOT TO BE USED FOR CONSTRUCTION OR THE CONVEYANCE OF LAND. IT IS RECOMMENDED THAT THE PROPERTY OWNER / DEVELOPER / INTERESTED PURCHASER RETAIN THE SERVICES OF AN APPROPRIATE DESIGN PROFESSIONAL TO COORDINATE ALL SITE DESIGN / SURVEY / CONSTRUCTION ACTIVITIES.

MOUNTAIN PROJECTS
SECOND AVENUE
CONCEPT HOUSING PROJECT
JUNE - 2019

JACKSON COUNTY NON-PROFIT GRANT APPLICATION AGREEMENT

NORTH CAROLINA
JACKSON COUNTY

This AGREEMENT made and entered into this 15th day of October, 2019, by and between Jackson County, North Carolina, hereinafter referred to as the "COUNTY", and Mountain Projects, Inc. , hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat. §153A-449 a county may contract with and appropriate money to any corporation in order to carry out any public purpose that the county is authorized by law to engage in; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-149 a county may expend public funds to undertake housing programs for low- and moderate-income persons as provided in G.S. 153A-378; and

WHEREAS, Agency is proceeding with a development project in conjunction with the U.S. Department of Agriculture (USDA) to develop housing for up to five Jackson County families of low to moderate income and needs assistance with development costs to keep the per lot cost below the USDA required amount to proceed; and

WHEREAS, the County finds that providing a grant to Agency for the purpose of providing housing for low to moderate Jackson County families advances and supports housing programs for low-and moderate-income persons; and

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out this USDA development project for low-and moderate-income persons; and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of $30,000 for the period July 1, 2019 through June 30, 2020, to support this purpose; said sum being derived from County funds, pass through grant funds or both; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated on the Grant forms submitted to the COUNTY which are incorporated by reference into this AGREEMENT.

2. In consideration for the performance by the AGENCY of the services outlined on its Grant forms, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Jackson County Budget for the grant period. Payment of such amount shall be made in a lump sum payment by the COUNTY, upon receipt of all necessary documentation from the AGENCY including financial or audit reports for the prior year.

3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY shall violate any of the provisions of this AGREEMENT, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. The COUNTY shall then remit unexpended funds to the Agency which allocated the funds. The AGENCY shall be fully liable to the COUNTY for improperly expended funds in the same amount as the COUNTY is found liable by the granting agency. *(last two sentences apply to pass through grants).*

4. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.

5. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.

7. The AGENCY must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with any performance measures.

8. The AGENCY shall submit to the Jackson County Finance Office annually a status report of all program activities including a summary of the accomplishment of stated goals and objectives.

9. If COUNTY funding exceeds $5,000 the AGENCY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of such audit being submitted to the Jackson County Finance Office. If COUNTY funding is $5,000 or less the AGENCY shall provide a financial report detailing expenditure of COUNTY funds. This report shall be approved by the AGENCY's Board of Directors. The audit or financial report shall be submitted to the COUNTY by November 30 of each fiscal year. Further, the COUNTY shall be entitled to audit the financial records and operations of the AGENCY at the COUNTY's discretion.

10. The COUNTY shall be entitled to conduct program evaluations of the AGENCY's activities particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.

11. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made

available for audit or evaluation upon request during regular business hours of the AGENCY.

12. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.

13. As a condition of receiving funds from Jackson County, the AGENCY agrees to fully indemnify and hold harmless Jackson County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.

14. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

15. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

AGENCY	**JACKSON COUNTY**
_____	_____
Chairman of Board	Chairman, Board of Commissioners
ATTEST	ATTEST
_____	_____
Secretary	Clerk to the Board

This Agreement has been preaudited in the manner
Required by the Local Government Budget and
Fiscal Control Act.

_____
Finance Director