

**CITY OF NEWBERG
AFFORDABLE HOUSING TRUST FUND
MANUFACTURED HOME REHABILITATION AND REPAIR GRANT CONTRACT**

This Grant Contract is made and entered into by and between the City of Newberg ("CITY") and Newberg Area Habitat for Humanity ("RECIPIENT").

RECITALS

Whereas, City Council adopted Resolution No. 2016-3306 amending Policies and Procedures for Administration of the City of Newberg's Affordable Housing Trust Fund;

Whereas, the amendment added provisions for a Manufactured Home Rehabilitation and Repair Grant Program;

Whereas, the funds provided under this Grant Contract were derived from the Affordable Housing Trust Fund;

Whereas, the City of Newberg has reviewed RECIPIENT'S application, submitted on May 11, 2017 (the "Application") and determined the Project, as hereafter defined, is feasible and merits funding.

NOW THEREFORE, the parties agree as follows:

1. Contract. This Grant Contract shall include the following, which in the event of any inconsistency are to be interpreted in the following order of precedence:
 - A. This Grant Contract without any Exhibits.
 - B. Special Conditions of Award, attached as Exhibit A.
 - C. A description of the Project approved by the CITY (the "Project"), attached as Exhibit B.
 - D. Approved Project budget showing a breakdown of sources of funds, attached as Exhibit C. This Exhibit supersedes the Project budget submitted in RECIPIENT'S Application; and
 - E. RECIPIENT'S application, which by this reference is incorporated herein.

2. Grant. In reliance upon RECIPIENT'S Application and covenant to comply with all local, state and federal laws, rules and regulations and the terms of this grant as set forth herein, the CITY agrees to provide the RECIPIENT funds in the amount of \$10,000, the use of which shall be expressly limited to the Project and the activities described in Exhibit A and B. The use of these funds shall also be subject to the approved Project budget in Exhibit C, if any.

Subject to the terms and conditions of this Grant Contract, the CITY shall disburse the grant funds to RECIPIENT upon execution of the Grant Contract.

3. Project Completion Date. The approved grant activities must be completed by July 1, 2018 ("Project Completion Date"). By the Project Completion Date, all Project activities must be completed. The Project Final Report is due 30 days after the Project Completion Date.

4. Recipient's Covenants – Compliance with Laws.
 - A. The RECIPIENT agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable local, state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Grant Contract.

5. Default and Remedies.
 - A. Default. RECIPIENT shall be in default under this Grant Contract upon occurrence of any of the following events:
 - (1) Key RECIPIENT actions are not completed in accordance with the Project Schedule or CITY's approval of a Progress Report provided for in this Grant Contract.
 - (2) Any representation, warranty or statement made by RECIPIENT herein or in any documents or reports relied upon by CITY is untrue in any material respect when made.
 - (3) Any other significant breach of the terms and conditions of this Grant Contract.

 - B. Remedies upon Default. If RECIPIENT'S default is not cured within a reasonable term, as defined by CITY, or such longer period as CITY may authorize at its sole discretion, CITY may pursue any remedies available under this Grant Contract either at law or in equity. Such remedies include, but are not limited to, termination of this Grant Contract.

6. Termination.
 - A. CITY reserves the right to terminate this Grant Contract immediately upon notice to the RECIPIENT:
 - (1) if RECIPIENT fails to perform or breaches any of the terms of this Grant Contract; or
 - (2) if the RECIPIENT is unable to commence the Project within three (3) months from the date of this Grant Contract; or
 - (3) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Grant Contract or payments to be made hereunder are prohibited.

 - B. CITY and RECIPIENT may mutually agree in writing to terminate this Grant Contract.

 - C. In the event of termination prior to Project completion, CITY will have no further obligations or liabilities under this Grant Contract, including that it will not reimburse any Project costs incurred by Recipient.

7. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, RECIPIENT shall indemnify, defend, and hold harmless CITY and its officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of or relating to the activities of the RECIPIENT or RECIPIENT'S officers, employees, sub-contractors, or agents under this Grant Contract.

8. Miscellaneous.
 - A. This Grant Contract shall be null and void if this Grant Contract is not executed and returned to CITY by the RECIPIENT by June 27, 2017.

 - B. CITY and the RECIPIENT are the only parties to this Grant Contract and are the only parties entitled to enforce its terms. Nothing in this Grant Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individuals

identified by name herein and expressly described as intended beneficiaries of the terms of this Grant Contract.

C. Except as otherwise expressly provided in this Grant Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to CITY or the Recipient at the address or number set forth on the signature page of this Grant Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine.

D. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between CITY and RECIPIENT that arises from or relates to this Grant Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

E. This Grant Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant Contract. No waiver, consent, modification or change of terms of this Grant Contract shall bind either party unless in writing and signed by both parties and all necessary CITY approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of CITY to enforce any provision of this Grant Contract shall not constitute a waiver by CITY of that provision or any other provision.

This Grant Contract is hereby executed by the Parties on the dates set forth below.

CITY OF NEWBERG

RECIPIENT

By: _____

By: _____

Date: _____

Date: _____

Address: 414 E. First Street
Newberg, OR 97132

Address: _____

By Authority of Resolution No. 2017-3381

ATTEST AS TO LEAGL FORM

Truman A. Stone, City Attorney

Exhibit A – Special Conditions of Award

Exhibit B – Project Description

Exhibit C – Approved Project Budget

EXHIBIT A

SPECIAL CONDITIONS OF AWARD

1. Newberg Area Habitat for Humanity will need to ensure and enforce the requirement for 5 year occupancy requirements. If the occupancy requirements are not met the expended grant funds must be returned to the City of Newberg.
2. If Newberg Area Habitat for Humanity does not spend the awarded funds within one year of dispersal the grant award would have to be returned or that portion of unspent grant funds returned.
3. Newberg Area Habitat for Humanity shall enter into an agreement guaranteeing the manufactured homes will only be occupied by families or individuals meeting income guidelines for the grant for five years. The five year requirement starts after a grant is awarded and repairs have commenced.
4. Newberg Area Habitat for Humanity must take reasonable steps to verify that the home owner or renter meet the income requirements per the award of grant.
5. A quarterly report shall be submitted by Newberg Area Habitat for Humanity to the Newberg Affordable Housing Commission on the expenditure of funds, number of projects funded, the address of the manufactured home(s) that are being repaired and cash/in-kind match amounts.
6. A final report at the end of the first year after funding is awarded shall be submitted to the Newberg Affordable Housing Commission on the expenditure of funds, number of projects funded, the address of the manufactured home(s) that are being repaired and cash/in-kind match amounts. The Newberg Affordable Housing Commission shall forward the report to the City Council.
7. Expenditure of the grant award can only be within the City limits of Newberg.
8. Newberg Area Habitat for Humanity shall comply with the Manufactured Home Rehabilitation and Repair Grant Program Guidelines, November 2, 2016, (Exhibit A, Attachment 1) in implementation of the grant award.

Manufactured Home Rehabilitation and Repair Grant Program Guidelines

November 2, 2016

Income

Newberg Affordable Housing Trust Funds (NAHTF) shall support the creation or preservation of housing that is affordable to households with incomes that do not exceed 80% of the area median income, as established by the most current U.S. Department of Housing and Urban Development for Yamhill County, Oregon, as determined by the Community Development Director.

The dwelling must be rented to low or very low income families or individuals, or owned by low to very low income families according to income guidelines established by the Affordable Housing Commission.

Preference will be given to units to very low income families or individuals.

The applicant shall demonstrate that the rehabilitation and repair could not be accomplished using conventional loan programs. A letter from a financial institution, bank or mortgage broker on no accessibility to conventional loan programs can be included in the application material to meet this guideline.

Matching Funds

Applicant must demonstrate and commit sufficient matching funds to secure the grant. Matching funds shall be based on a minimum one-third of the project costs, unless otherwise recommended by the Newberg Affordable Housing Commission and approved by the City Council. The maximum NAHTF grant amount is 50% of the project cost.

In-kind match can be above the cash match but not above the 50% maximum grant amount.

Grant Terms

The five year occupancy requirement for individuals or families shall be included in the grant agreement document. The five year requirement starts after a grant is awarded and repairs have commenced.

If a grant recipient does not spend the awarded funds within one year from dispersal the grant award would have to be returned or that portion of unspent grant funds returned.

Reporting

The applicant shall enter into an agreement guaranteeing the manufactured homes will only be occupied by families or individuals meeting the income guidelines for the grant for five years. The five year requirement starts after a grant is awarded and repairs have commenced.

A quarterly report shall be submitted by a grant recipient to the Newberg Affordable Housing Commission on the expenditure of funds, number of projects funded, the address of the manufactured home(s) that are being repaired and cash match amounts.

A final report at the end of the first year after funding is awarded shall be submitted to the Newberg Affordable Housing Commission on the expenditure of funds, number of projects funded, the address of the manufactured home(s) that are being repaired and cash match amounts. The Newberg Affordable Housing Commission shall forward the report to the City Council.

EXHIBIT B

DESCRIPTION OF PROJECT

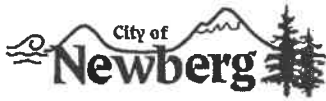
Project:	Newberg Area Habitat for Humanity – A Brush with Kindness Program
Non-profit:	Yes, 501(c)3
Total Project Cost:	\$14,925
Grant Request:	\$10,000
Match Amount:	\$4,925
Project Partners:	In-kind from builders and trade persons. Guild Mortgage \$250 cash match plus outreach activities to promote the program. Stuart and Jenna Brown \$250
Resident Income:	25% - 60% of median household income
Estimated Number Projects:	5 - 10

EXHIBIT C
PROJECT BUDGET

Fiscal Year: 2016/2017 & 2017/2018

Income Sources	Amount
In-kind match	\$ 4,425
Guild Mortgage	\$ 250
Stuart & Jenna Brown	\$ 250
City of Newberg Affordable Housing Trust Fund Manufactured Home Rehabilitation and Repair Grant Program	\$10,000
Total Project	\$14,925

Expenses	Amount
Manufactured Home Repair and Maintenance including items such as window replacement, wheel chair ramp construction, bathroom accessibility remodels, repair of roofs, and other essential repairs	\$14,925
Total Project/Program/Event Expense	\$14,925



RESOLUTION NO. 2017-3395

**A RESOLUTION AWARDING AFFORDABLE HOUSING TRUST FUND
MANUFACTURED HOME REHABILITATION AND REPAIR GRANT
PROGRAM FUNDS OF \$10,000.00 TO THE NEWBERG AREA HABITAT
FOR HUMANITY**

RECITALS:

1. On August 15, 2016 the City Council adopted Resolution No. 2016-3306 amending Policies and Procedures for Administration of the City of Newberg's Affordable Housing Trust Fund. The amendment added provisions for a Manufactured Home Rehabilitation and Repair Grant Program.
2. On November 21, 2016 the Manufactured Home Rehabilitation and Repair Grant Program application material and guidelines was shared with the City Council.
3. On December 9, 2016 the Manufactured Home Rehabilitation and Repair Grant Program application material and guidelines was placed on the City website and a notice sent to the Newberg Graphic.
4. On May 11, 2017 the City received a finalized application request from Newberg Area Habitat for Humanity. The grant request amount was for \$10,000 for multiple projects and would be tied to Habitat's A Brush with Kindness program to address health and safety improvements for manufactured homes for low to very low income residents.
5. On May 23, 2017 the Newberg Affordable Housing Commission reviewed and scored the application and recommended approval by a vote of 4-0 of a grant for \$10,000 to Newberg Area Habitat for Humanity with the following conditions:
 - a. A grant contract will need to be entered into between the City of Newberg and Newberg Area Habitat for Humanity.
 - b. Newberg Area Habitat for Humanity will need to ensure and enforce the requirement for 5 year occupancy requirements. If the occupancy requirements are not met the expended grant funds must be returned to the City of Newberg.
 - c. Newberg Area Habitat for Humanity does not spend the awarded funds within one year of dispersal the grant award would have to be returned or that portion of unspent grant funds returned.
 - d. Newberg Area Habitat for Humanity shall enter into an agreement guaranteeing the manufactured homes will only be occupied by families or individuals meeting income guidelines for the grant for five years. The five year requirement starts after a grant is awarded and repairs have commenced.
 - e. Newberg Area Habitat for Humanity must obtain a letter of intent from the home owner or renter to meet the income requirements.
 - f. A quarterly report shall be submitted by Newberg Area Habitat for Humanity to the Newberg Affordable Housing Commission on the expenditure of funds, number of

- projects funded, the address of the manufactured home(s) that are being repaired and cash/in-kind match amounts.
- g. A final report at the end of the first year after funding is awarded shall be submitted to the Newberg Affordable Housing Commission on the expenditure of funds, number of projects funded, the address of the manufactured home(s) that are being repaired and cash/in-kind match amounts. The Newberg Affordable Housing Commission shall forward the report to the City Council.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Affordable Housing Trust Fund Manufactured Home Rehabilitation and Repair Grant Program grant of \$10,000 is awarded to the Newberg Area Habitat for Humanity.
2. The grant award is conditioned on the execution of a City of Newberg Affordable Housing Trust Fund Manufactured Home Rehabilitation and Repair Grant Contract with special conditions of award prior to disbursement of any grant funds.
3. The City Manager, in consultation with the City Attorney, shall finalize the City of Newberg Affordable Housing Trust Fund Manufactured Home Rehabilitation and Repair Grant Contract and the City Manager is authorized to sign the contract.

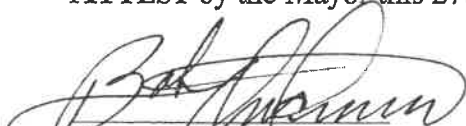
➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: June 20, 2017.

ADOPTED by the City Council of the City of Newberg, Oregon, this 19th day of June, 2017.



Sue Ryan, City Recorder

ATTEST by the Mayor this 27th day of June, 2017.



Bob Andrews, Mayor



Doug Rux
Community Development Director
City of Newberg
414 E First Street
Newberg, OR 97132

October 12, 2017

Re: Progress Report Manufactured Home Rehabilitation and Repair Grant

Dear Doug:

To date, Newberg Area Habitat for Humanity has inspected, scheduled and performed repair work for eight Newberg manufactured home residents. Repair projects have sought to maintain the health and safety of the residences, which will allow the low to very low-income residents to remain in their homes.

Projects have included roof, floor and plumbing repair, window replacement and the installation of accessibility aids.

As part of our A Brush with Kindness program, the City's Rehabilitation and Repair grant has to date committed just over \$7,500 on the projects listed on the attached. We anticipate the remaining funds will be pledged in the very near future.

When feasible we have asked homeowners to contribute to the cost of the projects. In all but one case (which we will likely revisit), the homeowners were willing and able to financially support the work. With this, Habitat's contribution and some outside in-kind donations, grant funds have leveraged to a total just over \$17,200.

Thank you very much for the good works of the Affordable Housing Trust Fund Commission.

Please let me know if I might provide additional details on this repair program.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Rogers", written over a light blue horizontal line.

Rick Rogers
Executive Director

**Newberg Area Habitat for Humanity
Manufactured Home Rehabilitation and Repair Grant
Quarterly Report**

10/12/2017

Last Name	First Name	Address	Unit	Project	Grant Funds	Habitat Match	Other Match	Homeowner Portion	Total	Status
1 Rucker	Robert	2901 E 2nd Street	112	Plumbing Repair	\$ 180.00	\$ 300.00	\$ 90.00	\$ 117.00	\$ 687.00	In process
2 Bozso	Sandor	2901 E 2nd Street	134	Floor and Gutter	\$ 38.14	\$ 150.00		\$ 58.14	\$ 246.28	Scheduled
3 Chauilkin	Andrea	2901 E 2nd Street	130	Bath Accessibility	\$ 285.00	\$ 300.00		\$ 285.00	\$ 870.00	Completed
4 Glese	Roger	2901 E 2nd Street	150	Floor/Window Repair	\$ 400.00	\$ 300.00		\$ 400.00	\$ 1,100.00	Scheduled
5 Martushoff	Paula	2901 E 2nd Street	20	Carpet Install	\$ 4,450.00	\$ 500.00		\$ 4,450.00	\$ 9,400.00	Scheduled
6 Beecroft	Annabel	2901 E 2nd Street	143	Roof Replacement	\$ 2,200.00	\$ 500.00		\$ 2,200.00	\$ 4,900.00	In process
7 Siler	Mary	2902 E 2nd Street	107	Roof Replacement				\$ 144.00		Scheduled
8 Groth	Byron	2901 E 2nd Street	109	Floor/Cabinet Repair						Declined
TOTAL					\$ 7,553.14	\$ 2,050.00	\$ 90.00	\$ 7,654.14	\$ 17,203.28	

Rick Rogers

From: Rick Rogers <Rick@NewbergHabitat.org>
Sent: Friday, October 13, 2017 5:08 PM
To: 'Doug Rux'
Subject: Habitat - Repair Grant Progress Report
Attachments: Habitat - Repair Program Progress Report 10-13-17.pdf

Doug:

Attached please find a progress report for the Affordable Housing Trust Fund Commission. Please let me know if you have any questions or if you need more information.

Thank you very much. Enjoy the weekend.

Rick

Rick Rogers
Executive Director
Newberg Area Habitat for Humanity
PO Box 118
Newberg, OR 97132
(503) 537-9938
Fax: (503) 554-1999
rick@newberghabitat.org
www.newberghabitat.org

