MINNESOTA HOUSING

Minnesota Housing Infrastructure Grant Programs

Program Guide

October 22, 2026

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An equal opportunity employer.

This information will be made available in alternative format upon request.

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Minnesota Housing Values Statement

Our vision is that all Minnesotans live and thrive in a stable, safe, and accessible home they can afford in a community of their choice.

To achieve this vision, we will reorient how we work and expand who has a voice at the table and who participates in and benefits from our programs and the housing economy.

We acknowledge and understand the intentional harms of the past, how they came to be and persist today, and our responsibility to correct them and remove barriers.

We will:

- Center the people and places most impacted by housing instability at the heart of our decision making,
- Listen and share the power we have,
- Honor, respect and strengthen communities, and
- Be inclusive, equitable, just and antiracist in our actions.

Chapter 1 - Program Overview

1.01 Program Background

The Minnesota Housing Infrastructure Grant Programs Guide applies to two programs with similar frameworks, the Greater Minnesota Housing Infrastructure Grant Program and the Cooperative Manufactured Housing Infrastructure Grant Program. Both programs support capital costs of housing infrastructure.

1.02 Overview and Authorizing Statutes

Greater Minnesota Housing Infrastructure Grant Program

Minnesota Statutes Sections 462A.395 and 462A.05, subdivision 45 authorize Minnesota Housing to award grants to eligible counties, cities, and Tribal Nations to provide up to 50 percent of the capital costs of physical public infrastructure necessary for eligible workforce housing development projects through the Greater Minnesota Housing Infrastructure Program. The Minnesota Legislature first authorized and appropriated funds for these uses in 2023.

Cooperative Manufactured Housing Infrastructure Grant Program

Minnesota Statutes Sections 462A.2036 and Minnesota Session Laws – 2025 1st Special Session, chapter 15, article 1, section 22, subdivision 3 authorize Minnesota Housing to award grants to

eligible counties, cities, and Tribal Nations to provide up to 50 percent of the capital costs of housing infrastructure necessary for an eligible cooperative manufactured housing development project through the Cooperative Manufactured Housing Infrastructure Grant Program. The Minnesota Legislature first authorized and appropriated funds for these uses in 2025.

1.03 Definition of Terms

Appendix A includes definitions of capitalized terms used in this Program Guide.

Chapter 2 – Eligibility and Program Requirements

2.01 Eligible Grantees

Greater Minnesota Housing Infrastructure Grant Program

The following entities may be Grantees:

- Cities and counties located in Minnesota outside the seven-county Twin Cities metropolitan area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington);
- The cities of Northfield, Cannon Falls, Hanover, Rockford, and New Prague; and,
- Any federally recognized Tribal Nation in Minnesota or its associated Tribally Designated Housing Entity.

Cooperative Manufactured Housing Infrastructure Grant Program

The following entities may be Grantees:

- Cities and counties located in Minnesota;
- Any federally recognized Tribal Nation in Minnesota or its associated Tribally Designated Housing Entity.*

*Tribal Nations and Tribally Designated Housing entities are not eligible to receive grant awards funded with General Obligation Bond funding.

2.02 Eligible Infrastructure Projects

Greater Minnesota Housing Infrastructure Grant Program

Grant Proceeds must be used for Capital Costs as defined in this Program Guide and in Minn. Stat. 462A.395, subd. 2(c) of Publicly Owned infrastructure projects that are both:

- Necessary to support one or more Qualifying Housing Developments; and,
- Approved in writing by Minnesota Housing.

Cooperative Manufactured Housing Infrastructure Grant Program

Grant Proceeds must be used for Capital Costs as defined in this Program Guide and in Minn. Stat. 462A.2036, subd. 2 of Publicly Owned physical infrastructure projects that are both:

- Necessary to support Cooperative Manufactured Housing Developments; and,
- Approved in writing by Minnesota Housing.

2.03 Program Requirements

Capital Costs are costs to acquire public infrastructure or costs to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to public infrastructure that materially increases its value or useful life, included in, or could be included in, a public entity's capital budget or capital improvement plan, and that comply with Minn. Stat. 462A.395.

Publicly Owned means one or more public entities owns or has a qualifying interest in the infrastructure. In the case of a Grantee that is a Tribal Nation or a Tribally Designated Housing Entity, this also includes land and other property owned by a Tribal Nation or Tribally Designated Housing Entity, and land held in trust by the federal government for a Tribal Nation, even if leased to a third party.

For projects receiving funding through General Obligation bonds, the Grantee must have a qualifying ownership interest, which may be in the form of fee simple ownership or a qualifying lease or easement.

Eligible Infrastructure Projects may include but are not limited to sewers, water supply systems, utility extensions, streets, wastewater treatment systems, stormwater management systems, and facilities for pretreatment of wastewater to remove phosphorus.

2.04 Eligible Costs and Matching Funds

In order to be reimbursed from Grant Proceeds, costs:

- Must be Capital Costs;
- Must be necessary to complete an Eligible Infrastructure Project ("Project");
- Must be expended during the term of the Grant Contract Agreement;
- Must not be incurred until after the Grant Contract Agreement is fully executed; and,
- Must not also be reimbursed from another source.

At least 50 percent of Capital Costs must be covered by sources other than Grant Proceeds. These matching funds must include nonstate resources and must be either committed or spent prior to disbursement of Grant Proceeds. Nonstate resources may include the value of in-kind contributions to the Eligible Infrastructure Project, Qualifying Housing Development, or Cooperative Manufactured Housing Development, including but not limited to donated land within the Eligible Infrastructure Project area and Housing Development Area.

2.05 Reasonable Cost Estimates

The Grantee must determine and document that all Project costs are reasonable and necessary and must maintain documentation of the purchasing and/or bidding process(es) used. The Grant Contract Agreement may contain additional contracting and bidding requirements.

2.06 Qualifying Housing Developments

Greater Minnesota Housing Infrastructure Grant Program

Grant Proceeds must be used for Eligible Infrastructure Projects that support one or more Qualifying Housing Developments in a Housing Development Area. Qualifying Housing Developments:

- May be residential or mixed-use;
- May be manufactured or site-built, or a combination of both;
- Must be intended in whole or in part for occupancy by owners, renters or both;
- Must contain either Affordable Housing, Workforce Housing, or both; and
- May contain a mix of Affordable, Workforce and Market Rate Housing.

Cooperative Manufactured Housing Infrastructure Grant Program

Grant Proceeds must be used for Eligible Infrastructure Projects that support one or more Qualifying Cooperative Manufactured Housing Development Projects in a Housing Development Area. Qualifying Housing Developments:

- Must support a Cooperative Manufactured Home Park;
- Must be intended for occupancy by a person or household who owns a share or shares in the Cooperative Manufactured Home Park corporation or association; and
- Must contain units affordable to the local workforce.

The Qualifying Housing Development does not need to be completed during the term of the Grant Contract Agreement, however, the infrastructure project must be completed as described in the Grantee's work plan. Minnesota Housing reserves the right to consider status of Qualifying Housing Developments prior to awarding additional Grant Proceeds in the future.

There must be no net loss of housing.

In no case may a Qualifying Housing Development result in a net loss of housing units within the Housing Development Area and Eligible Infrastructure Project area combined.

2.07 Visitability

The visitability requirement at Minn. Stat. 462A.34 does not apply to use of Grant Proceeds since Grant Proceeds must be used for Eligible Infrastructure Projects and not for new construction of single-family homes, duplexes, triplexes, and multilevel townhouses. Use of funds through other Minnesota Housing programs for housing construction may, however, trigger visitability requirements.

2.08 Prevailing Wage

State prevailing wage requirements under Minn. Stat. 177 or Minn. Stat. 116J.871 may apply to Eligible Infrastructure Projects. Refer to Appendix B - Legal Addendum and consult your legal counsel for more information.

Chapter 3 – Funding Information

3.01 Funding Source and Type

Funds for the Program are determined by the Minnesota Legislature as an appropriation and awarded by Minnesota Housing in the form of a grant. Information on state grants management and policies can be found on the Office of Grants Management (OGM) website. For projects awarded with General Obligation bonds, the Capital Grants Manual applies.

3.02 Eligible Funding Amounts

Grants must not exceed 50 percent of Capital Costs of Eligible Infrastructure Projects.

Greater Minnesota Housing Infrastructure Grant Program Grantees may receive:

- No more than $40,000 per lot for single-family (one-to-four-unit) Affordable Housing or Workforce Housing that is not Manufactured Housing,
- No more than $60,000 per lot for Affordable Housing or Workforce Housing that is Manufactured Housing, and
- No more than $180,000 per lot for multifamily housing with more than four Affordable Housing or Workforce Housing units per building.

The Grant Contract Agreement may provide for lesser amounts.

Greater Minnesota Housing Infrastructure Grant Program Grantees may not receive an award greater than $500,000 through any one Program RFP, nor through all Program awards made in a two-year period. Awards made for Manufactured Housing lots, including Cooperative Manufactured Housing lots, are not counted toward this $500,000 limit.

Cooperative Manufactured Housing Infrastructure Grant Program Grantees may receive no more than $60,000 per manufactured housing lot.

Funding amounts will be determined by Minnesota Housing in its sole discretion and are contingent on the amount of funding available to Minnesota Housing.

Chapter 4 – Application Process, Review Criteria and Selections

4.01 Application Process

This Program is subject to applicable policies established by the Minnesota Department of Administration's Office of Grants Management (OGM). Funding for the Program is awarded through a competitive Request for Proposal (RFP) process. After funding selection, each Grantee will receive a grant award letter with the allocated grant amount, terms and due diligence requirements.

Relevant Program documents, forms, and instructions will be posted to the Minnesota Housing webpage when available.

4.02 Review Criteria and Selections

Minnesota Housing will develop selection criteria, application forms, and instructions and make them available on its website for as long as it is accepting applications.

Funding selections are subject to approval by Minnesota Housing's board of directors. Award decisions are final and are not subject to appeal.

Chapter 5 – Contracting, Reimbursements and Budget Modifications

5.01 Work Plan and Budget

Program Grantees must complete a work plan and budget using templates provided by Minnesota Housing based on the grant award amount. The approved work plan and budget will be incorporated into the Grant Contract Agreement.

5.02 Work Plan and Budget Modifications

The work plan and budget, attached as exhibits to the Grant Contract Agreement, may only be modified with prior written approval from Minnesota Housing through a contract amendment process. Budget modifications cannot be retroactive and can only apply to unexpended grant funds.

When requesting work plan or budget modifications, Grantees must submit the following information in writing to Minnesota Housing staff:

- The reason for the request;
- The amount of funds proposed to be shifted in the budget;
- The expense categories that funds will be moved to and from;
- If there will be a change to the overall infrastructure work and Qualifying Housing Development outlined in the application or work plan; and
- Other information requested by Minnesota Housing.

Work plan and budget modification request approvals are at the sole discretion of Minnesota Housing. Requested modifications must be closely aligned with the overall infrastructure work outlined in the Grantee's application and when the purpose of the amendment is similar to the original purpose and scope of the original request for proposal.

5.03 Grantee Requirements

The Grantee shall adhere to the following requirements.

- Execute a Grant Contract Agreement with Minnesota Housing outlining the scope of work to be performed. The Grantee is responsible for completing the proposal, budget, work plan, and/or other exhibits to the Grant Contract Agreement(s).
- Agree to clearly post on the grantee's website the contact information for the organization's leadership and the person(s) responsible for managing and overseeing the grant, per Minn. Stat. 16B.98.
- Maintain financial records for a minimum of six years after the Grant Contract Agreement(s) ends that document the use of all grant proceeds awarded. Minnesota Housing staff, at its sole

discretion, may request to review the accounting and documentation of such records at as part of a site visit or at other times.
- Complete and submit all invoices and required reports on time in a manner determined by Minnesota Housing.
- Have a written conflict of interest policy and take necessary steps to prevent individual and organizational conflicts of interest. All suspected, disclosed, or discovered conflicts of interest must be reported to Minnesota Housing in a timely manner.
- Comply with applicable contracting and bidding requirements defined in the Grant Contract Agreement.
- Comply with all affirmative action and non-discrimination requirements defined in the Grant Contract Agreement.
- Comply with all applicable state statutes, rules, and policies.

At its sole discretion Minnesota Housing may require additional activities. If there are any conflicts between this Program Guide and the Grant Contract Agreement, the Grant Contract Agreement controls.

5.04 General Obligation Bond Funding Requirements

Grantees may be awarded funding through state General Obligation Bond proceeds. Projects funded through General Obligation Bonds must comply with all related Minnesota Management and Budget("MMB") requirements, which may include, but are not limited to:

- Recording a declaration against real estate that is purchased or improved with state General Obligation Bond proceeds if and as required by MMB.
- Satisfying MMB requirements regarding sale or transfer of property acquired or improved in whole or in part with state General Obligation Bond proceeds.
- Satisfying matching fund requirements for state capital projects.
- Predesign and design review.
- Use of an MMB-approved grant agreement.
- Notice to the legislature.
- Documenting the useful life of the infrastructure, which in turn may affect the term length of the declaration and grant agreement.

Further information on General Obligation Bond requirements can be found on the Minnesota Management and Budget website.

5.05 Subgrants and Loans

Grantees may subgrant Grant Proceeds for Eligible Infrastructure Projects.

A Subgrantee is an organization or entity that manages and implements a portion of the grant project's goals and outcomes, acting as a partner with the Grantee, with programmatic involvement and responsibilities. The Grantee must provide timely notice to MN Housing of any Subgrantee(s) prior to the Subgrantee(s) performing work under the Grant Contract Agreement.

Grantees must enter into formal contracts with Subgrantees before the Subgrantee incurs eligible expenses on an Eligible Infrastructure Project. Subgrantee contract amendments must be completed for all material changes. Grantees must provide and document oversight of Subgrantees and should ensure that relevant communication from Minnesota Housing is relayed to Subgrantees.

Grantees, and their Subgrantees or contractors, may make loans with Grant Proceeds as part of an Eligible Infrastructure Project.

Minnesota Housing will hold Grantees solely responsible for compliance with the Grant Contract Agreement and this Program Guide.

5.06 Reimbursement Requests

Funds are disbursed on a reimbursement basis only. A reimbursement payment is a type of grant payment in which the grantee incurs the expenses before requesting repayment from the grantor.

After the Grant Contract Agreement is fully executed, the Grantee may submit reimbursement requests to Minnesota Housing using the disbursement form provided by Minnesota Housing for cost incurred after the Grant Period starts.

The Grantee must provide supporting documentation of the incurred expenses with the reimbursement request. Examples of supporting documentation include: contractor pay applications/draw requests, invoices, receipts, and photographs of work in progress and completed work. Minnesota Housing staff may request additional documentation to verify expenses. Disbursements will only be made to the Grantee and only for eligible expenses as determined by Minnesota Housing in its sole discretion.

Minnesota Housing will retain up to 10% of the total grant award amount subject to completion of financial reconciliation. Further information on monitoring and financial reconciliation can be found in Chapter 6 of this Program Guide.

5.07 Disbursement Schedule

The disbursement schedule is determined by the Grant Contract Agreement.

5.08 Advance Payment Requests

Advance payments are not allowed unless otherwise specified in the Grant Contract Agreement.

Chapter 6 – Reporting, Monitoring and Record Keeping

6.01 Reporting

Each Grantee must submit reports to Minnesota Housing on a schedule and format determined by Minnesota Housing and outlined in the Grant Contract Agreement.

6.02 Monitoring and Financial Reconciliation

Minnesota Housing will conduct ongoing evaluations of the Projects funded by the Program. The following will be required as part of grant monitoring:

- Written reports, completed at least annually, that summarize the grant activities, outcomes, eligible expenses, and challenges for the given period.
- The schedule of monitoring activities is determined by grant award size per requirements outlined in OGM Policy 08-10. Minnesota Housing reserves the right to conduct site visits.
- Before the final payment is made, Minnesota Housing will complete a financial reconciliation as required by OGM Policy 8-10. Grantees shall be required to submit a cost report or general ledger, including receipts (proof of purchase) and expenses for the work, invoices for the work, and any other documentation deemed necessary by Minnesota Housing to complete the financial reconciliation.
- Final written report and financial reconciliation that includes the outcomes of the grant activities and confirmation of compliance with applicable affordability requirements.

6.03 Corrections and Funding Repayment

If the Grantee is reimbursed for any ineligible expenses, Minnesota Housing will issue a notification to the Grantee requiring immediate return of the applicable funds. The Grantee shall have 10 business days to respond to Minnesota Housing to appeal the determination and submit any documentation that supports its appeal or return the improperly reimbursed funds. Minnesota Housing may extend the appeal period at its sole discretion.

Grantees that fail to comply and/or return funds within 10 business days for ineligible uses may be subject to consequences, including a finding of unacceptable practices in future RFPs, suspension from doing business with Minnesota Housing, and/or any other disciplinary or legal action available to Minnesota Housing, as determined at Minnesota Housing's sole discretion.

6.04 Record Keeping

Grantees are responsible for maintaining records that document the use of all Grant Proceeds. Grantees must save copies of all books, records, program files, documents, and accounting

procedures related to the grant in a secure and organized format. Grantees must maintain these documents for a minimum of six years from the end of the Grant Contract Agreement. Minnesota Housing reserves the right to review all records during this six-year period, and records must be made available to Minnesota Housing upon request.

6.05 Grantee Performance Evaluation

After the expiration of the grant contract agreement, Minnesota Housing will complete a Grantee Performance Evaluation (Evaluation) for each grantee. The Evaluation will document timeliness, quality of work, and overall performance during the grant period. Evaluations will be saved to the grantee's file.

For all grant contract agreements in an amount of $25,000 or more, Evaluation information will be submitted to the Commissioner of the Department of Administration and made available on the Office of Grants Management's Grantee Evaluation website, per the Office of Grants Management requirement.

Appendix A – Definitions

Table 1: This table contains definitions of capitalized terms used in this Program Guide.

Term	Definition
Affordable Housing	Housing restricted to individuals or households with incomes at or below: • 80 percent of the greater of state or area median income for rental housing, or • 115 percent of the greater of state or area median income for ownership housing. And regardless of income: • Housing for people experiencing homelessness or domestic violence or who are at risk of homelessness.
Capital Costs	Costs to acquire public infrastructure or costs to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to public infrastructure that materially increases its value or useful life, included in, or could be included in, a public entity's capital budget or capital improvement plan, and that comply with Minn. Stat. 462A.395.
Cooperative Manufactured Home Park	As defined in 2025 Minnesota Statutes, section 273.124, subdivision 3a., Cooperative Manufactured Home Parks are owned by a corporation or association organized under chapter 308A, 308B, or 308C, and each person who owns a share or shares in the corporation or association is entitled to occupy a lot within the park, the corporation or association may claim homestead treatment for the park.
Cooperative Manufactured Housing Development	A housing development project that meets the requirements of this Program Guide and Minnesota Statutes Section 462A.2036.
Eligible Infrastructure Project	A public infrastructure project that meets the requirements of this Program Guide, including Section 2.02, and Minn. Stat. 462A.395 or Minnesota Statutes Section 462A.2036.
Grant Contract Agreement	The Grant Contract Agreement executed between Minnesota Housing and the Grantee for the Greater Minnesota Greater Minnesota Housing Infrastructure Grant Program or the Cooperative Manufactured Housing Infrastructure Grant Program.
Grantee	An organization awarded funding under the Greater Minnesota Housing Infrastructure Grant Program or the Cooperative Manufactured Housing Infrastructure Grant Program.
Grant Proceeds	Grant funds awarded under the terms of the Grant Contract Agreement.

Term	Definition
Housing Development Area	An area, proposed in the RFP and identified in the Grant Contract Agreement, within which one or more Qualifying Housing Developments is or are located.
Manufactured Housing	Homes as defined in Minnesota Statutes Section 327B.01, Subd. 13.
Market Rate Housing	Residential properties that are rented or sold at prices determined by current local market supply and demand, without direct government subsidies or mandatory income restrictions on the full occupancy.
Minnesota Housing or Agency	The Minnesota Housing Finance Agency.
Program	The Greater Minnesota Housing Infrastructure Grant Program or Cooperative Manufactured Housing Infrastructure Grant Program.
Program Guide	This Minnesota Housing Infrastructure Grant Programs Guide.
Publicly Owned	One or more public entities owns or has a qualifying interest in the infrastructure. In the case of a Grantee that is a Tribal Nation or a Tribally Designated Housing Entity, this also includes land and other property owned by a Tribal Nation or Tribally Designated Housing Entity and land held in trust by the federal government for a Tribal Nation, even if leased to a third party. For projects receiving funding through General Obligation bonds, the Grantee must have a qualifying ownership interest, which may be in the form of fee simple ownership or a qualifying lease or easement.
Qualifying Housing Development	A housing development project that meets the requirements of this Program Guide and Minnesota Statutes Section 462A.395 or Minnesota Statutes Section 462A.2036.
Subgrantee	An organization or entity that manages and implements a portion of the grant project's goals and outcomes, acting as a partner with the Grantee, with programmatic involvement and responsibilities.
Tribal Nation	A federally recognized Indian Tribe in Minnesota.
Tribally Designated Housing Entity	An entity of a Tribal Nation that meets the requirements defined by Unites States Code, title 25, section 4103(22).
Workforce Housing	Housing that is or is reasonably expected to be affordable to the local workforce. This includes additional units anticipated from zoning and land use modifications undertaken as part of a Qualifying Housing Development.

Appendix B - Legal Addendum

1.01 Conflict and Control

In the event of any conflict between the terms of this Addendum and the document to which it is attached, the terms of this Addendum will govern and control.

1.02 Fraud

Fraud is any intentionally deceptive action, statement or omission made for personal gain or to damage another.

Any person or entity (including its employees and affiliates) that enters into a contract with Minnesota Housing and witnesses, discovers evidence of, receives a report from another source or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report through one of the communication channels described in section 1.07 of this Addendum.

1.03 Misuse of Funds

A contracting party that receives funding from Minnesota Housing promises to use the funds to engage in certain activities or procure certain goods or services while Minnesota Housing agrees to provide funds to the recipient to pay for those activities, goods or services. Regardless of the Minnesota Housing program or funding source, the recipient must use Minnesota Housing funds as agreed, and the recipient must maintain appropriate documentation to prove that funds were used for the intended purpose(s).

A misuse of funds shall be deemed to have occurred when: (1) Minnesota Housing funds are not used as agreed by a recipient; or (2) a recipient cannot provide adequate documentation to establish that Minnesota Housing funds were used in accordance with the terms and conditions of the contract.

Any recipient (including its employees and affiliates) of Minnesota Housing funds that discovers evidence, receives a report from another source or has other reasonable basis to suspect that a misuse of funds has occurred must immediately make a report through one of the communication channels described in section 1.07 of this Addendum.

1.04 Conflict of Interest

A conflict of interest – Actual, Potential or Appearance of a Conflict of Interest – occurs when a person has an actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A Potential Conflict of Interest or Appearance of a Conflict of Interest exists even if no unethical, improper or illegal act results from it.

- **Actual Conflict of Interest:** An Actual Conflict of Interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.
- **Potential Conflict of Interest:** A Potential Conflict of Interest may exist if a person has a relationship, affiliation or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations or interests.
- **Appearance of a Conflict of Interest:** An Appearance of a Conflict of Interest means any situation that would cause a reasonable person, with knowledge of the relevant facts, to question whether another person's personal interest, affiliation or relationship inappropriately influenced that person's action, even though there may be no Actual Conflict of Interest.

A conflict of interest includes any situation in which one's judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a Partner, Family Member, Relative, Friend, Business or other Outside Interest with which they are involved. Such terms are defined below.

- **Business:** Any company, corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in nonprofit or profit-making activities.
- **Family Member:** A person's current and former spouse; children, parents, and siblings; current and former children-in-law, parents-in-law, and siblings-in-law; current and former stepchildren and stepparents; grandchildren and grandparents; and members of the person's household.
- **Friend:** A person with whom the individual has an ongoing personal social relationship. "Friend" does not generally include a person with whom the relationship is primarily professional or primarily based on the person being a current or former colleague. "Friend" does not include mere acquaintances (that is, interactions are coincidental or relatively superficial). Social media friendships, connections, or links, by themselves, do not constitute friendship.
- **Outside Interest:** An Outside Interest may occur when an individual, their Family Member or their Partner has a connection to an organization via employment (current or prospective), has a financial interest or is an active participant.
- **Partner:** A person's romantic and domestic partners and outside Business partners.
- **Relative:** Uncle or aunt; first or second cousin; godparent; godchild; other person related by blood, marriage or legal action with whom the individual has a close personal relationship.

Once made aware of a conflict of interest, Minnesota Housing will make a determination before disbursing any further funds or processing an award. Determinations could include:

- Revising the contracting party's responsibilities to mitigate the conflict
- Allowing the contracting party to create firewalls that mitigate the conflict
- Asking the contracting party to submit an organizational conflict of interest mitigation plan
- Terminating the contracting party's participation

Any person or entity (including its employees and affiliates) that enters into a contract with Minnesota Housing must avoid and immediately disclose to Minnesota Housing any and all conflicts of interest through one of the communication channels described in section 1.07 of this Addendum.

A contracting party should review its contract and request for proposals (RFP) materials, if applicable, for further requirements.

1.05 Assistance to Employees and Affiliated Parties

Any party entering into a contract with Minnesota Housing for the purpose of receiving an award or benefit in the form of a loan, grant, combination of loan and grant or other funding is restricted in issuing a loan, grant, combination of loan and grant or other funding to a recipient ("Affiliated Assistance") who is also: (1) a director, officer, agent, consultant, employee or Family Member of an employee of the contracting party; (2) an elected or appointed official of the state of Minnesota; or (3) an employee of Minnesota Housing, unless each of the following provisions are met:

- The recipient meets all eligibility criteria for the program;
- The assistance does not result in a violation of the contracting party's internal conflict of interest policy, if applicable;
- The assistance does not result in a conflict of interest as outlined in section 1.04 of this Addendum;
- The assistance is awarded utilizing the same costs, terms and conditions as compared to a similarly situated unaffiliated recipient and the recipient receives no special consideration or access as compared to a similarly situated unaffiliated recipient; and
- The assistance is processed, underwritten and/or approved by staff/managers who are independent of the recipient and independent of any Family Member of the recipient. Family Member is defined in section 1.04 of this Addendum.

A contracting party need not disclose Affiliated Assistance to Minnesota Housing. However, the contracting party must document and certify, prior to the award, that the Affiliated Assistance meets each of the provisions outlined above. This documentation must be included in the Affiliated Assistance file and must be made available to Minnesota Housing upon request. Affiliated Assistance that does not meet each of the provisions outlined above will be considered a violation of Minnesota Housing conflict of interest standards and must be reported by the contracting party through one of the communication channels outlined in section 1.07 of this Addendum.

1.06 Suspension

By entering into any contract with Minnesota Housing, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the contract) has not been suspended from doing business with Minnesota Housing. Please refer to Minnesota Housing's website for a list of suspended individuals and organizations (go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing, then select Suspensions from the menu).

1.07 Disclosure and Reporting

Minnesota Housing promotes a "speak-up, see something, say something" culture whereby internal staff must immediately report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation through one of the communication channels listed below. External business partners (for example, administrators, grantees or borrowers) and the general public are strongly encouraged to report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation using these same communication channels.

- Minnesota Housing's Risk and Internal Controls Director at 651.296.7608 or 800.657.3769 or by email at MHFA.ReportWrongdoing@state.mn.us;
- Any member Minnesota Housing's Servant Leadership Team, as denoted on Minnesota Housing's current organizational chart (go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- Report Wrongdoing or Concerns (go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

1.08 Electronic Signatures

Minnesota Housing will use and accept e-signatures on eligible program documents subject to all requirements set forth by state and federal law and consistent with Minnesota Housing policies and procedures. The use of e-signatures for eligible program documents is voluntary. Questions regarding which documents Minnesota Housing permits to be e-signed should be directed to Minnesota Housing staff.

1.09 Fair Housing Policy

It is the policy of Minnesota Housing to affirmatively further fair housing in all its programs so that individuals of similar income levels have equal access to Minnesota Housing programs, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation.

Minnesota Housing's fair housing policy incorporates the requirements of Title VI of the Civil Rights Act of 1968; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing

Amendment Act of 1988; and the Minnesota Human Rights Act. Housing providers and other entities involved in real estate related transactions are expected to comply with the applicable statutes, regulations and related policy guidance. Housing providers should ensure that admissions, occupancy, marketing and operating procedures comply with non-discrimination requirements. Housing providers and other entities involved in real estate related transactions must comply with all non-discrimination requirements related to the provision of credit, as well as access to services.

In part, the Fair Housing Act and the Minnesota Human Rights Act make it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units;
- Discriminate in the making or purchasing of loans for purchasing, constructing or improving a dwelling, or in the terms and conditions of real estate related transactions;
- Discriminate in the brokering or appraisal of residential property;
- Discriminate in terms, conditions or privileges of the rental of a dwelling unit or services or facilities;
- Discriminate in the extension of personal or commercial credit or in the requirements for obtaining credit;
- Engage in any conduct relating to the provision of housing that otherwise make unavailable or denies the rental of a dwelling unit;
- Make, print or publish (or cause to make, print or publish) notices, statements or advertisements that indicate preferences or limitations based on protected class status;
- Represent a dwelling is not available when it is in fact available;
- Refuse to grant a reasonable accommodation or a reasonable modification to a person with a disability;
- Deny access to, or membership or participation in, associations or other services organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Minnesota Housing has a commitment to affirmatively further fair housing for individuals with disabilities by promoting the accessibility requirements set out in the Fair Housing Act, which establish design and construction mandates for covered multifamily dwellings and requires those in the business of buying and selling dwellings to make reasonable accommodations and to allow persons with disabilities to make reasonable modifications.

Under certain circumstances, applicants will be required to submit an Affirmative Fair Housing Marketing Plan at the time of application, to update the plan regularly and to use affirmative fair housing marketing practices in soliciting renters, determining eligibility and concluding all transactions.

As a condition of funding through Minnesota Housing, housing providers are not permitted to refuse to lease a unit to, or discriminate against, a prospective resident solely because the prospective resident has a Housing Choice Voucher or other form of tenant-based rental assistance.

1.10 Minnesota Government Data Practices

Minnesota Housing, and any party entering into a contract with Minnesota Housing, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Minnesota Housing under the contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the contracting party under the contract. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this section by either the contracting party or Minnesota Housing. If the contracting party receives a request to release the data referred to in this section, the contracting party must notify Minnesota Housing. Minnesota Housing will give the contracting party instructions concerning the release of the data to the requesting party before the data is released. The contracting party's response to the request shall comply with applicable law.

1.11 Prevailing Wage

Under certain circumstances, awards of Minnesota Housing funds may trigger state prevailing wage requirements under Minnesota Statutes, Chapter 177 or Minnesota Statutes, section 116J.871. In broad terms, Minnesota Statutes, Chapter 177 applies to an award of $25,000 or greater for housing that is publicly owned. Minnesota Statutes, section 116J.871 applies to awards for non-publicly owned housing that meet the following conditions: (1) new housing construction (not rehabilitation of existing housing); (2) a single entity receives from Minnesota Housing $200,000 or more of grant proceeds or $500,000 of loan proceeds; or (3) allocations or awards of low-income housing tax credits, for which tax credits are used for multifamily housing projects consisting of more than ten units.

Minnesota Statutes, section 116J.871 sets out several exceptions to the applicability of prevailing wage including (1) rehabilitation of existing housing; (2) new housing construction in which total financial assistance at a single project site is less than $100,000; and (3) financial assistance for the new construction of fully detached single-family affordable homeownership units for which the financial assistance covers no more than ten fully detached single-family affordable homeownership units.

Entities receiving funding from Minnesota Housing as described in this section shall notify all employers on the project of the recordkeeping and reporting requirements in Minnesota Statutes, section 177.30, paragraph (a), clauses (6) and (7). Each employer shall submit the required information to Minnesota Housing.

Questions related to submission of required information to Minnesota Housing may be directed to mhfa.prevailingwage@state.mn.us.

All questions regarding state prevailing wages and compliance requirements should be directed to the Minnesota Department of Labor and Industry as follows:

Division of Labor Standards and Apprenticeship
State Program Administrator
443 Lafayette Rd. N.
St. Paul, MN 55155
651.284.5091 or dli.prevwage@state.mn.us

If a contractor or subcontractor fails to adhere to prevailing wage laws, then that contractor or subcontractor could face civil and/or criminal liability.