



Community Stabilization Program Guide

July 25, 2024



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Chapter 1 – Introduction

1.1 Program Purpose and Authorizing Statute

The Community Stabilization Program was established in [Minnesota Session Laws 2023, Regular Session, chapter 37, article 2, section 6](#) as a one-time program to provide loans or grants to preserve naturally occurring affordable housing (NOAH) through acquisition or rehabilitation. [Minnesota Session Laws 2023, Regular Session, chapter 37, article 1, section 2, subdivision 29](#) provided \$90 million of state appropriations, including a legislatively named grant to Aeon for Huntington Place. Minnesota Laws 2024, Chapter 127, Article 14, Section 11 amended the appropriation, providing \$41,750,000 for multiunit NOAH buildings, as well as adding a legislatively named grant to Wilder Park Association.

The funding not set aside as grants for Aeon for Huntington Place and Wilder Park Association will be awarded through a competitive request for proposal (RFP) process and/or a noncompetitive, rolling basis.

Minnesota Housing may retain a portion of the appropriations to cover administrative costs up to one percent for Aeon for Huntington Place and Wilder Park Association in accordance with Minnesota Laws 2024, Chapter 127, Article 14, Section 11(c).

1.2 Program Guide

This Program Guide will be incorporated into the Grant Contract Agreement executed between the Grantee and Minnesota Housing. If there are any conflicts between the terms of this Program Guide and the Grant Contract Agreement, the Grant Contract Agreement controls.

Any recipient of an award pursuant to the Community Stabilization Program agrees to comply with the additional requirements and obligations as described in Appendix B, which is attached and incorporated into this Program Guide.

From time to time the legislature has designated a grantee under the program; in such instances, in the event of a conflict between this Program Guide and the legislation, the legislation shall control. In addition, such specific grants shall also be made subject to any additional requirements or obligations as set forth in such legislation.

1.3 Definition of Terms

Appendix A, which is attached and incorporated into this Program Guide, includes definitions of capitalized terms.

Chapter 2 – Eligibility

2.1 Eligible Recipients

To be eligible for funding in the form of grants or loans, the applicant must be one of the following organizational types:

- a local unit of government
- a federally recognized American Indian Tribe located in Minnesota or its Tribally Designated Housing Entity
- a private developer
- a limited equity cooperative
- a cooperative created under Minnesota Statutes Chapter [308A](#) or [308B](#)
- a community land trust created for the purposes outlined in [Minnesota Statute 462A.31, subdivision 1](#)
- a nonprofit organization

Minnesota Housing may make a grant to a statewide intermediary to facilitate the acquisition and associated rehabilitation of existing multiunit rental housing and may use an intermediary or intermediaries for the acquisition and associated rehabilitation of owner-occupied housing.

2.2 Eligible Uses and Affordability Requirements

The Community Stabilization Program provides grants or loans for the purpose of acquisition, rehabilitation, interest rate reduction or gap financing of housing to support the preservation of Naturally Occurring Affordable Housing (NOAH).

For the purposes of this Program Guide, NOAH means one of the following:

Multiunit rental housing that meets all three of the following criteria:

- A. Is at least 20 years old; and
- B. Has rents in a majority of the units that are affordable to households at or below 60 percent of the greater of state or area median income (AMI) as determined by the United States Department of Housing and Urban Development (HUD); and
- C. Does not currently have federal or state financing or tax credits that require income or rent restrictions, except for public housing, as defined in Section 9 of the Housing Act of 1937, that is part of a mixed-finance community.

The affordability requirement shall be demonstrated in the form of a recorded declaration, covenants, land use restrictive agreement, or other documentation as approved by Minnesota Housing at its sole discretion.

The affordability requirement shall be in place for a minimum of five years after the loan or grant is provided. As outlined in Section 2.02, longer periods of affordability may be a funding requirement.

2.3 Voucher Acceptance

Rental properties that receive funds under the Community Stabilization Program must accept rental subsidies, including but not limited to vouchers under Section 8 of the United States Housing Act of 1937, as amended.

2.4 Subgrantees

Subgrantees are not permitted pursuant to the Community Stabilization Program.

Chapter 3 – Eligible Expenses

Grantees and loan recipients shall only use funds for the following eligible expenses that will preserve NOAH:

- Acquisition
- Rehabilitation
- Interest rate reduction
- Gap financing

Only eligible expenses incurred after the Grant Contract Agreement is fully executed are reimbursable to the Grantee.

Chapter 4 – Application Process and Review Criteria

4.1 Application Process and Review Criteria

Minnesota Housing will develop forms and procedures for soliciting and reviewing applications for loans or grants for the Community Stabilization Program. Minnesota Housing will consult with interested stakeholders when developing the guidelines and procedures for this program.

Notwithstanding any other applicable law, Minnesota Housing may accept applications on a noncompetitive, rolling basis in order to provide funds for eligible properties as they become available.

4.2 Review Criteria

Priority in funding shall be given to proposals that:

- Serve lower-income households
- Maintain longer periods of affordability

4.3 Financial and Organizational Review

The Grantee or applicant shall provide the organizational financial and other information necessary to conduct any review required by Minnesota Housing and the Minnesota Department of Administration Office of Grants Management (OGM).

4.4 Funding Selections

Funding selections are subject to approval by the Minnesota Housing board of directors.

After selection, each Grantee will receive a grant award letter with the allocated grant amount, terms and due diligence requirements.

Chapter 5 – Grant Contracting Requirements

The Community Stabilization Program may be used for grants or loans. Funding selections structured as grants are subject to the policies established by the Minnesota Department of Administration Office of Grants Management (OGM).

Loans are not currently available but may be incorporated into future versions of this Program Guide.

5.1 Work Plan and Budget

The Grantee must complete a work plan and budget template based on the allocated grant amount. The work plan and budget template will be provided by Minnesota Housing and incorporated into the Grant Contract Agreement.

5.2 Grantee Requirements

The Grantee is a party to the Grant Contract Agreement and shall adhere to the following requirements which include, but are not limited to, the activities listed below. If there are any conflicts between this Program Guide and the Grant Contract Agreement, the Grant Contract Agreement controls.

- Execute a Grant Contract Agreements 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).
- Maintain financial records for a minimum of six years after the Grant Contract Agreement(s) ends that document the use of all proceeds awarded pursuant to the Community Stabilization Program. Minnesota Housing, at its sole discretion, may request to review the accounting and documentation of such records as part of a site visit or at other scheduled times.
- Complete and submit all invoices and required reports in a timely manner as 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.

Chapter 6 – Disbursement Requests

After the Grant Contract Agreement is fully executed, the Grantee may submit a disbursement request to Minnesota Housing using the disbursement request form attached to the Grant Contract Agreement. On the disbursement request form, the Grantee must identify the amount of expenses by eligible expense category. Grantees shall use the disbursement form provided by Minnesota Housing. Disbursement will only be made to the Grantee or their designated title agent as approved by Minnesota Housing.

The Grantee shall provide evidence of the eligible incurred expenses with the disbursement request, which may include such supporting documentation as contractor pay applications/draw requests, paid invoices, photographs of work in progress and completed work, and invoices for the eligible expenses in Chapter 3. Minnesota Housing may request additional documentation as needed to verify expenses.

Chapter 7 – Budget Modifications

The budget attached to the Grant Contract Agreements may be modified with prior written approval from Minnesota Housing before the expense is incurred by the Grantee.

Chapter 8 – Monitoring and Reporting

8.1 Monitoring

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

- A quarterly written report that summarizes the grant activities, outcomes, eligible expenses and challenges for the given period.
- Minnesota Housing will conduct regular monitoring and reserves the right to conduct site visits as part of this monitoring.
- 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 and expenses for the work, invoices for the work, and any other documentation deemed necessary by Minnesota Housing to complete the financial reconciliation.
- A final written report and financial review that includes the outcomes of the Community Stabilization Program activities and confirmation of compliance with applicable affordability requirements.

8.2 Corrections and Funding Repayment

If the Grantee expends funds on 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 supporting documentation that supports its appeal or return the improperly invoiced 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 Requests for Proposals, suspension from doing business with Minnesota Housing, and/or any other disciplinary or legal action as determined at Minnesota Housing's sole discretion.

8.3 Record Keeping

Grantees are responsible for maintaining records that document the use of all proceeds awarded pursuant to the Community Stabilization Program. Grantees must save copies of all books, records, program files, documents and accounting procedures related to the award 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.

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Documents to save and retain include, but are not limited to:

- Executed Grant Contract Agreement
- Reports submitted by the Grantee to Minnesota Housing
- Invoices and supporting invoice documentation (receipts, proof of payment, employee payroll, etc.)
- Documentation related to contracting such as solicitations, bids and contract documents
- Written approvals from Minnesota Housing

Appendix A: Definitions

Term	Definition
AMI	Area medium income.
Community Stabilization Program	The Community Stabilization program established in Minnesota Session Laws 2023, Regular Session, chapter 37, article 2, section 6, and amended by Minnesota Laws 2024, Chapter 127, Article 14, Section 11
Grant Contract Agreement	The Grant Contract Agreement executed between Minnesota Housing and the Grantee for the Community Stabilization Program.
Grantee	An organization that is awarded funding under the Community Stabilization Program.
Minnesota Housing	The Minnesota Housing Finance Agency.
NOAH	Naturally Occurring Affordable Housing as defined in Section 2.02 of this Program Guide.
Program Guide	The Community Stabilization Program Guide.
Tribal Designated Housing Entity	Entities that meet the requirements defined by Unites States Code, title 25, section 4103(22).

Appendix B: Legal Addendum

1.1 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.

1.2 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.

1.3 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.

1.4 Conflict of Interest

A conflict of interest – actual, potential or perceived – 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 or perceived conflict of interest exists even if no unethical, improper or illegal act results from it.

An individual conflict of interest is 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.

***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.

***Partner:** A person's romantic and domestic partners and outside business partners.

***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.

***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.

***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 (i.e., interactions are coincidental or relatively superficial). Social media friendships, connections, or links, by themselves, do not constitute friendship.

***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.

***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.

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

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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 actual, potential or perceived conflicts of interest through one of the communication channels described in section 1.07.

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

1.5 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;
- 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.

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.

1.6 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](#).

1.7 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 (e.g., 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 Chief Risk Officer 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 \(mnhousing.gov\)](#)

1.8 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.

1.9 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.

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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); (2) a single entity receives from Minnesota Housing \$200,000 or more of grant proceeds or \$500,000 of loan proceeds.

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.

All determinations regarding prevailing wage are made by the Minnesota Department of Labor and Industry. All questions regarding state prevailing wages and compliance requirements should be directed to that agency as follows:

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

If, after a determination by the Minnesota Department of Labor that prevailing wage does apply, a contractor or subcontractor fails to adhere to prevailing wage laws, then that contractor or subcontractor could face civil and/or criminal liability.

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