

Manufactured Home Community Redevelopment Program

Procedural Manual

07/25/2024



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Table of Contents

| Chapter 1 | - Program Purpose and Background | 3 |
|-----------|---|----|
| 1.01 | Minnesota Housing Mission Statement | 3 |
| 1.02 | Background | |
| 1.03 | Program Purpose | 3 |
| 1.04 | Procedural Manual | 3 |
| 1.05 | Competitive RFP Process | 3 |
| Chapter 2 | – Household Eligibility | 4 |
| 2.01 | Household Income Limits | 4 |
| Chapter 3 | - Grantee Eligibility | 5 |
| 3.01 | Eligible Grantees | 5 |
| Chapter 4 | – Eligible Properties | 6 |
| 4.01 | Eligible Manufactured Home Parks | 6 |
| 4.02 | Ineligible Manufactured Home Parks | 6 |
| 4.03 | Seasonal Resident Occupancy Adjustment for Subdivided Manufactured Home Parks | 6 |
| Chapter 5 | - Grant Eligibility and Terms | 7 |
| 5.01 | Eligible Use of Funds | 7 |
| 5.02 | Ineligible Use of Funds | 7 |
| 5.03 | Eligible Administrative Fees | 7 |
| 5.04 | Funding Requirements | 7 |
| 5.05 | Funding Terms | 8 |
| 5.06 | Grant Funds Tracking | 8 |
| 5.07 | Closeout Procedure | 8 |
| 5.08 | Grant Contract Agreement | 8 |
| Chapter 6 | - Affordability Period and Declaration Requirements | 9 |
| 6.01 | Declaration of Restrictive Covenants | 9 |
| 6.02 | Affordability Period | 9 |
| 6.03 | Restrictions | 9 |
| 6.04 | Enforcement of Declaration of Restrictive Covenants | 9 |
| Chapter 7 | - Partner Responsibilities and Warranties | 10 |
| 7.01 | Recordkeeping | 10 |

| 7.0 | 2 Annual Reporting | 10 |
|---------|--|------|
| 7.03 | 3 Monitoring | 10 |
| 7.0 | l Unauthorized Compensation | 11 |
| 7.0 | 5 Electronic Signatures | 11 |
| 7.0 | Grantee Responsibilities | 12 |
| 7.0 | 7 Infrastructure Construction Requirements | 12 |
| 7.08 | B Prevailing Wage | 12 |
| 7.09 | 9 Termination of Grantee Participation | 13 |
| Chapter | 8 – Fair Housing Policy | 14 |
| Chapter | 9 – Fraud, Misuse of Funds, Conflict of Interest, Suspension, and Disclosure and Reporting | g 16 |
| 9.0 | L Fraud | 16 |
| 9.0 | 2 Misuse of Funds | 16 |
| 9.03 | 3 Assistance to Employees and Affiliated Parties | 16 |
| 9.0 | Conflict of Interest | 17 |
| 9.0 | Suspension | 18 |
| 9.0 | 5 Disclosure and Reporting | 18 |
| 9.0 | 7 Minnesota Government Data Practices | 19 |
| Chapter | 10 – Application Process | 20 |
| 10.0 | 01 Request for Proposals Process | 20 |
| Append | | 21 |

Chapter 1 – Program Purpose and Background

1.01 Minnesota Housing Mission Statement

Housing is foundational to a full life and thriving state, so we equitably collaborate with individuals, communities and partners to create, preserve and finance housing that is affordable.

1.02 Background

The Minnesota Housing Finance Agency ("Minnesota Housing") was created in 1971 by the Minnesota Legislature.

The Manufactured Home Community Redevelopment Program is authorized by <u>Minnesota Statutes</u> <u>Section 462A.2035</u>, <u>Subdivision 1b</u> to provide funding for Manufactured Home Park redevelopment.

1.03 Program Purpose

The purpose of this Program is to provide funds to qualifying Grantees in the state of Minnesota, for infrastructure activities and improvements, as described in Minnesota Statutes Section 462A.2035.

1.04 Procedural Manual

This Procedural Manual, including subsequent changes and additions, is a supplement to and incorporated into the Grant Contract Agreement executed between the Grantee and Minnesota Housing.

1.05 Competitive RFP Process

Funding for the Manufactured Housing Communittee Redevelopement Program will be allocated through a competitive Request for Proposal (RFP) process. Applications will be reviewed and scored by a committee comprised of Minnesota Housing staff and community reviewers. Recommendations will be presented to the Minnesota Housing board for approval. Minnesota Housing's award decisions are final and are not subject to appeal.

The following competitive criteria will be used to score only those applications that satisfy the minimum threshold criteria:

- 1. Community Needs
- 2. Households Served
- 3. Community Support
- 4. Project Leverage and Costs
- 5. Project Assessment
- 6. Project Experience

Chapter 2 – Household Eligibility

2.01 Household Income Limits

Minnesota Housing requires that the acquisition, improvement or infrastructure will benefit low and moderate income Manufactured Home Park residents, which is defined as those households whose income is at or below 115 percent of the Area Median Income (AMI), based on the greater of state or local AMI at the time of application.

Funding will be contingent on the agreement that Manufactured Home Park owners will maintain lot rents affordable to households at or below 115 percent AMI during the Affordability Period, as described in Chapter 6.

Minnesota Housing will post the applicable income limits and affordable lot rents on its website.

If the Grantee is a city, county, or community action program, preference must be given to households at or below 50 percent of the area median income.

Chapter 3 – Grantee Eligibility

3.01 Eligible Grantees

Eligible Grantees include the following:

- Cooperative Manufactured Home Park owners;
- Government or Tribal_Manufactured Home Park owners;
- Housing Redevelopment Authority Manufactured Home Park owners;
- Nonprofit Manufactured Home Park owners; and
- Private (for-profit) Manufactured Home Park owners.

Nonprofit organizations acting as an intermediary on behalf of a Manufactured Home Park owner may submit an application, however, grant funds are awarded to the owner of the Manufactured Home Park.

Chapter 4 – Eligible Properties

4.01 Eligible Manufactured Home Parks

Eligible manufactured home parks must be permanent, year-round parks located in the state of Minnesota that are one of the following:

- Cooperatively Owned;
- Privately Owned; or
- Publicly Owned.

Subdivided parks are eligible with a seasonal resident occupant adjustment. See section 4.03 for more details.

4.02 Ineligible Manufactured Home Parks

Fully recreational or seasonal manufactured home parks are ineligible for funding.

4.03 Seasonal Resident Occupancy Adjustment for Subdivided Manufactured Home Parks

Applicants must provide documentation indicating the lots are available to year-round residents within the Manufactured Home Park. If a portion of the park is available to seasonal residents, funds will be awarded on a pro-rated basis determined on the number of year-round resident lots.

Example:

| | Project 1 | Project 2 |
|--|-----------|-----------|
| Project Cost | \$100,000 | \$100,000 |
| Total Number of Lots in Park | 25 | 25 |
| Seasonal Resident Lots | 0 | 5 |
| Year-round Resident Occupancy Adjustment | 25 | 20 |
| Cost per Lot | \$4,000 | \$4,000 |
| Total Eligible Program Award | \$100,000 | 80,000 |

Chapter 5 – Grant Eligibility and Terms

5.01 Eligible Use of Funds

Eligible use of funds includes:

- Installation or repair of infrastructure improvements including:
 - Water and sewer systems;
 - Electrical systems;
 - Roads and sidewalks;
 - Storm shelters;
 - Park signage or lighting related to safety;
 - Security systems and fences;
 - o Engineering design of the project
 - Permits and inspection costs;
 - o Improvements required for acquisition of a Manufactured Home Park;
 - Park expansion including lot preparation; and
 - Other infrastructure improvements as be approved in writing by Minnesota Housing.
- Acquisition of a Manufactured Home Park.

All infrastructure and improvements must benefit year-round residential manufactured homes within the park.

5.02 Ineligible Use of Funds

Funds cannot be used for improvements of individual manufactured homes. Grant funds may not be used for any activity that is in an area of the Manufactured Home Park that is seasonal or not a year-round residential area.

Grant funds may not supplement or finance infrastructure improvements that were completed prior to the execution of the Grant Contract Agreement.

5.03 Eligible Administrative Fees

Administrative fees include third-party fees associated with the project that the Grantee is responsible for paying, such as legal fees, title fees, appraisal fees, or project management fees. The Grantee is responsible for paying all administrative fees over this threshold.

Funds can be used to pay for project administrative fees up to 10% of the awarded amount.

5.04 Funding Requirements

Funds are awarded as grants. Unless otherwise provided for in the Grant Contract Agreement, grant proceeds are disbursed to the Grantee but not used to pay for approved eligible uses within the grant

period, as determined at the sole discretion of Minnesota Housing and established in the Grant Contract Agreement, must be returned to Minnesota Housing within a maximum of 30 calendar days.

5.05 Funding Terms

The Grant Contract Agreement period is three years. All duties and activities specified in the Grant Contract Agreement should be completed within the three-year Grant Contract period, however, a Grantee can request an extension of the Grant Contract Agreement if more time is needed to complete the Scope of Work. An extension may be requested in writing by submitting a Manufactured Home Community Redevelopment Program Extension Request Form to Minnesota Housing. Extensions will be reviewed on an exception basis and are at the sole discretion of Minnesota Housing. The maximum extension is two years.

5.06 Grant Funds Tracking

Grantees should use industry standard accounting principles in the maintenance of financial records.

Grantees should document and retain in the Grant Contract Agreement file any verbal quotes obtained as part of the contracting and bidding requirements outlined in the Grant Contract Agreement. Verbal quote documentation may include but is not limited to notes, emails, and other types of documentation. All verbal quotes obtained must include: date the quote was received, name and contract of vendor, amount for service(s) requested, service(s) included in the quote, and date range of the service(s), if applicable.

Grantees remain liable for accounting and full repayment of all unexpended Grant Funds to Minnesota Housing.

5.07 Closeout Procedure

Grantees must submit a Manufactured Home Community Redevelopment Program Completion Certificate form to Minnesota Housing upon completion of the project within 30 calendar days of completion. All inspection reports and completion certificates shall be retained by the Grantee with the project file records.

5.08 Grant Contract Agreement

All Grantees must sign and agree to the terms of the Grant Contract Agreement prior to beginning work on the approved project and the disbursement of awarded funds.

Chapter 6 – Affordability Period and Declaration Requirements

6.01 Declaration of Restrictive Covenants

A Declaration of Restrictive Covenants outlining the Program restrictions, including those outlined in section 6.03, will be placed on the property upon execution of the Grant Contract Agreement. Grantees must comply with all terms in the Declaration throughout the Affordability Period. A sample Declaration can be found on the Minnesota Housing <u>website</u>.

6.02 Affordability Period

The term of the Declaration of Restrictive Covenants is known as the Affordability Period. The length of the Affordability Period is 25 years.

6.03 Restrictions

Restrictions during the Affordability Period include:

- The property will remain a Manufactured Home Park;
- Manufactured Home Park owners will maintain lot rent affordable to low or moderate income households as defined by Minnesota Housing;
- Manufactured Home Park owners will establish and fund an account for replacement reserves for infrastructure and improvement repairs;
- Lot rent increases will be capped at five (5%) percent annually. An exception to the lot rent cap can be requested in writing by submitting a Lot Rent Increase Exception form to Minnesota Housing describing the reason for the needed lot rent increase, how it will benefit the park community, and if there is support from park residents.; and
- Any sale or transfer of ownership of the Manufactured Home Park must be approved in writing prior to sale or transfer by Minnesota Housing.

6.04 Enforcement of Declaration of Restrictive Covenants

The Declaration of Restrictive Covenants will be enforced by Minnesota Housing to the fullest extent permitted by applicable law.

Chapter 7 – Partner Responsibilities and Warranties

7.01 Recordkeeping

Grantees must keep files and/or copies of all books, records, project files, documents, and accounting procedures related to the Grant Contract Agreement during the term of the Grant Contract Agreement and for a minimum of six years after the termination or expiration of the Grant Contract Agreement. These documents are subject to examination by the Commissioner of Administration, Minnesota Housing, the State of Minnesota, the State Auditor, and the Legislative Auditor.

Minnesota Housing will review disbursement records associated with the grant. The Grantee must provide a detailed accounting of when grant funds are received from Minnesota Housing and payments are made to third party entities. Minnesota Housing reserves the right to ask for this accounting.

7.02 Annual Reporting

Each year by June 30, Grantees must submit an Annual Reporting form to Minnesota Housing's Authorized Representative, including, but not limited to, an accounting of disbursements and expenses of the infrastructure project. Minnesota Housing reserves the right to ask for additional information.

7.03 Monitoring

Monitoring may include a review of financial, organizational and Program activities of the Grantee. Grantees will be notified in writing by Minnesota Housing of monitoring activities.

Grantees awarded funds are required to comply with all monitoring and reporting requirements for the term of the Grant Contract Agreement.

Minnesota Housing reserves the right to make site visits, review grantee's records and project files. The Grantee's records and project files, including, but not limited to, project Scope of Work, project invoices, documentation of payments made to third-party entities involved in project activities, such as bank statements or cancelled checks, accounting records, inspection reports, engineering reports, licenses, or project completion certificates. Requested documents must be made available to Minnesota Housing for review upon written request to conduct compliance monitoring.

Grantee's records and project files must be made available to Minnesota Housing at the Grantee's office during regular business hours or via remote submission, or both, as requested by Minnesota Housing. Monitoring and financial reconciliation may include:

- Physical inspection of projects;
- Verification of Project files including eligibility and documentation requirements;
- Review of expense documentation (for example, all books, records, invoices, and receipts);
- Other program-related documents; and
- Accounting procedures and practices relevant to the Grant Contract Agreement and Procedural Manual.

Minnesota Housing may monitor Grantees for compliance with the Declaration of Restrictive Covenants during the Affordability Period described in Chapter 6.

7.04 Unauthorized Compensation

The Grantee shall not receive or demand from the builder, remodeler, contractor, supplier, or Borrower any other unauthorized compensation such as:

- Kickbacks;
- Commissions;
- Rebates; or
- Item for value without equivalent compensation.

To reduce the total development cost associated with an eligible property, a Grantee may receive normal business discounts from the seller, builder, remodeler, contractor, or supplier. In these cases, the Grantee must document that the discounts received are considered normal for the market area and do not constitute a kickback, commission, or rebate.

Any discounts that seem to exceed a normal business standard must be documented and disclosed to Minnesota Housing for review. Upon review, Minnesota Housing will utilize its sole discretion in determining the nature of the compensation and what remedies, if any, are appropriate.

7.05 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.

e-signatures are not acceptable on any document that needs to be recorded with the county.

7.06 Grantee Responsibilities

The Grantee agrees to comply with all applicable federal, state, and local laws including, but not limited to, the following:

- Title VI of the Civil Rights Act of 1964;
- Title VII of the Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974;
- Federal Fair Housing Law (Title VIII);
- Minnesota Human Rights Act (Minnesota Statutes Chapter 363A);
- Minnesota Statutes Section 462A.33;
- Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13); and
- Americans with Disabilities Act, 42 U.S.C.A. Section 12101;

7.07 Infrastructure Construction Requirements

Grantees are responsible for complying with all applicable state and local codes and construction requirements. In addition, all items included in the project's scope of work must meet the Manufactured Home Park Requirements outlined by the Minnesota Department of Health. Projects must be completed in a manner that will pass all licensing, zoning and inspection requirements.

7.08 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 Prevailing Wage 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.

7.09 Termination of Grantee Participation

Minnesota Housing may terminate the participation of any Grantee under this Procedural Manual at any time and may preclude Grantee's future eligibility for reasons including, but not limited to, nonconformance with:

- This Procedural Manual;
- The Grant Contract Agreement;
- The procedural manuals and agreements of other Minnesota Housing programs;
- The Federal Fair Housing Law;
- Any federal or state laws or acts that protect individuals' rights with regard to obtaining homeownership;
- The Approved Project Activities;
- The Approved Scope of Work; and
- Other applicable state and federal laws, rules and regulations.

Minnesota Housing may impose remedies other than termination of the Agreement for Grantee nonperformance.

Chapter 8 – 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 regarding 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.

Chapter 9 – Fraud, Misuse of Funds, Conflict of Interest, Suspension, and Disclosure and Reporting

9.01 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 agreement 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 9.06.

9.02 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 Grant Contract Agreement.

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 9.06.

9.03 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 9.04;
- 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 9.04.

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 9.06.

9.04 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.

- <u>Actual Conflict of Interest</u>: 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.
- <u>Potential Conflict of Interest</u>: 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: The 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.

- <u>Business</u>: 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.
- <u>Family Member</u>: 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.
- <u>Friend</u>: 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.
- <u>Outside Interest</u>: 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; or
- Terminating the contracting party's participation.

Any person or entity (including its employees and affiliates) that enters into an agreement with Minnesota Housing must avoid and immediately disclose to Minnesota Housing any and all actual, perceived or potential conflicts of interest through one of the ways described in section 9.06.

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

9.05 Suspension

By entering into any agreement 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 agreement) has not been suspended from doing business with Minnesota Housing. Refer to Minnesota Housing's website for a list of <u>suspended individuals and organizations</u>.

9.06 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 <u>Servant Leadership Team</u>, 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

<u>Report Wrongdoing or Concerns (mnhousing.gov)</u> (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

9.07 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.

Chapter 10 – Application Process

10.01 Request for Proposals Process

Instructions for applying for the RFP are found on Minnesota Housing's <u>website</u>, including application instructions, documentation checklists, scoring metrics, RFP timeline and how to submit an application.

Appendix A – Terms

| Term | Definition |
|---|--|
| Affordability Period | The length of time of the Declaration of Restrictive Covenants, defined in the Grant Contract, as 25 years. |
| AMI | Area Median Income is the median/midpoint household income as defined by HUD. |
| Applicant | The entity applying for funding through the Manufactured Home Community Redevelopment Program. |
| Declaration of Restrictive Covenants | A record filed with the county on the real property upon which the Manufactured Home Park is located that describes the restrictions of the Program. |
| Grant Contract Agreement | A legal contract executed between Minnesota Housing and a Grantee, providing Manufactured Home Community Redevelopment funds to the Grantee in the form of a grant. |
| Grantee | The entity with which Minnesota Housing has a contractual relationship to receive Manufactured Home Community Redevelopment Program funds, including the entity identified as a "Grantee" in a Grant Contract Agreement, and any successors or assigns approved in writing by Minnesota Housing. |
| Manufactured Home Park | A residential community in which more than one manufactured home is located on a parcel of land under single ownership. |
| Prevailing Wage | Minnesota's prevailing wage law requires employees working on state-funded construction projects be paid wage rates comparable to wages paid for similar work in the area. |
| Program | Refers to the Manufactured Home Community Redevelopment Program. |
| Request for Proposals (RFP) | The process by which Minnesota Housing solicits applications for funding, from eligible Applicants under the Manufactured Home Community Redevelopment Program. |
| Scope of Work | A detailed list of the work being done in a project that indicates costs, vendors, and timelines. |
| Subdivided Manufactured Home Parks | Manufactured home parks which contain both year-round and seasonal lots. |