Dakota County
Community Development
Agency
CDA

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REQUEST FOR PROPOSALS (RFP)
Professional HOME Investment Partnerships Program Compliance Monitoring Services for the Dakota County Consortium

RFP Issue Date:	July 13, 2026
Submission Due Date and Time:	August 13, 2026, by 4:00 pm Central Time
Email Proposal Documents to:	Kathy Kugel, Housing Finance Manager, kkugel@dakotacda.org
Anticipated Contract Start Date:	October 1, 2026

I. INTRODUCTION

The Dakota County Community Development Agency (DCCDA) is issuing this Request for Proposals (RFP) seeking the services of a qualified Contractor to perform compliance monitoring services of properties that have been awarded/financed with the U.S. Department of Housing & Urban Development (HUD) HOME Investment Partnerships Program (HOME) in the Dakota County Consortium, Minnesota. In general, this includes assuming the responsibilities of regular on-site property monitoring and property management file inspections, annual review of rent rolls and related property management information, data gathering and reporting. These services are needed to ensure that DCCDA manages its HOME program in compliance with HUD rules and regulations. DCCDA may adjust future scope of services based on experience with the Contractor, new HOME guidelines, and/or other information from HUD.

Exhibit A is a summary of the existing list of HOME-assisted projects for the Dakota County Consortium.

II. BACKGROUND

A. Purpose. Dakota County is a Participating Jurisdiction (PJ) for the HOME program and serves as the lead entity for the Dakota County HOME Consortium (the "Consortium"). As the PJ and the Lead, Dakota County is responsible for ensuring that all Consortium HOME funds are used in compliance with HOME requirements (See 24 CFR 92.504(a) for a description of Lead responsibilities). Dakota County and the DCCDA enter into an annual subrecipient agreement, pursuant to which the DCCDA assumes responsibility for administering the Dakota County HOME Program, as well as ensuring all PJ requirements are met. The DCCDA seeks proposals for completion of monitoring functions for the Dakota County HOME Program as well as monitoring each Consortium member's monitoring.

B. **<u>Organization.</u>** In 1992, Dakota County joined with the counties of Anoka, Ramsey and Washington to form the Dakota County Consortium (the "Consortium"). The Consortium has since expanded to include the City of Woodbury. HUD requires the PJ to monitor all subrecipients and project developers at least annually during implementation of the project (24 CFR 92.504(a)).

Rental and homeownership housing that is acquired, developed or constructed with HOME funds must remain affordable to income-eligible households for a period of affordability ranging from 5-20 years.

The PJ must monitor all HOME-funded rental projects on at least an annual basis to verify that the projects remain in compliance with HOME requirements related to tenant income, rent restrictions, unit mix and occupancy, lease provisions and affirmative marketing. On-site inspections of the project and units are required to ensure that property standards continue to be met. Units must meet NSPIRE and projects must meet the applicable consortium member property standards.

The DCCDA enters into annual subrecipient agreements with each consortium member, pursuant to which the DCCDA agrees to provide the consortium member's share of HOME funds, based on HUD's formula. Each consortium member is responsible for implementing their own HOME programs, including monitoring all HOME-funded programs and projects from inception through the end of each project's required period of affordability.

The DCCDA is responsible for monitoring the Dakota County HOME Program, as well as overseeing each Consortium members' monitoring activities, through a review of each Consortium member's annual compliance monitoring.

A summary of the scope of services to be provided is outlined below in Section III below. Note that the scope of services may be adjusted based on recommendations from the Contractor, new HOME guidance, and/or other information from HUD.

III. GENERAL INFORMATION

A. **<u>Scope of Services Required.</u>** Maintain a comprehensive monitoring system for all HOME funded projects in Dakota County's HOME program, and a review/oversight monitoring system for Consortium member programs. The system should be informed by HUD's Community Planning and Development Monitoring Handbook, including HUD monitoring checklists in Chapter 7 of the guide. These checklists identify specific documents and records that must be retained by a PJ to demonstrate compliance with HOME program, project, general administrative, and other Federal requirements. The system should address uniform administrative requirements and federal cross-cutting requirements.

Review DCCDA Monitoring Guide and checklists and work with DCCDA staff on revisions to incorporate HUD rule changes and best practices, including underwriting, asset management, and subsidy layering review requirements for rental projects, rehabilitation standards for rehab projects, and change order approval process for new construction and rehabilitation projects.

In general, the majority of services to be performed are developing and maintaining a project monitoring system and schedule for HOME rental units and Utility Allowance Method Change Requests. Other services may include: developing and maintaining a Compliance Manual and managing Community Housing Development Organization (CHDO) certifications. The expected results are successful, ongoing project and program monitoring activities that maximize compliance with HOME rules and regulations and minimize the possibility of future, negative HUD audit findings. See **Exhibit A** for a list of current rental projects in Dakota County and all Consortium jurisdictions.

(1) **Dakota County Rental Program**. Monitoring services include comprehensive monitoring of all Dakota County Program rental activities.

  a. Maintain/Develop Monitoring System and Schedule: The DCCDA must monitor all HOME-funded rental projects on at least an annual basis to verify that the projects remain in compliance with HOME requirements including those relating to tenant income, rent restrictions, unit mix and occupancy, lease provisions and affirmative marketing. Contractor must develop and implement a comprehensive monitoring system for all HOME- funded multifamily rental projects for the DCCDA. The DCCDA is currently monitoring 22 projects totaling approximately 97 HOME units with one more HOME-funded project in the pipeline. Ideally, the monitoring system would be a uniform reporting tool (compliant with current and future HUD reporting requirements) that would allow for reporting on other state and local funding sources for which compliance is required such as a project's Land Use Restrictive Agreement (LURA) or other project financing covenants. The monitoring system must be accessible to DCCDA with the ability to compile the data collected into various reports from time to time. The monitoring system must include the following at a minimum:

    i. A tracking system to report on all HOME rental projects annually throughout their periods of affordability. Include a description of tasks, deliverables, and specific tools that will be used to gather, organize, and share information with the DCCDA and with the property owners and managers.
    ii. Provide/conduct on-site file review and unit and property inspections. On-site inspections of the project and units are required to ensure that property standards continue to be met. Units must comply with the ongoing property condition standards of 24 CFR 92.251(f).
    iii. Develop an ongoing monitoring schedule.
    iv. Create periodic reporting forms that are compatible with Integrated Disbursement and Information System (IDIS) and CAPER reporting requirements and formats.
    v. Submit an annual report to the DCCDA identifying actions taken annually documenting monitoring in time to be included in the annual CAPER.
    vi. Provide a brief description of specific technologies and methods that are used to protect the privacy and security of the data that is collected and shared with DCCDA.
    vii. Provide a description of specific strategies and tools that will be used to enable DCCDA to monitor and evaluate the performance of the HOME monitoring contractor.

b. Provide guidance/assistance to owners/managers of HOME rental projects as necessary to ensure full compliance, including:
    i. Notice to owners/managers of changes in HUD-published rent and income limits.
    ii. Annual advisory of the need for owners/managers to update utility allowances.
    iii. Preliminary review of owner's annual rent increase requests and comparison to HOME Program maximum limits prior to PJ approval.
    iv. Notice to owners/managers of changes in HOME Rule, policy or program changes.
    v. Assistance to tenants on HOME compliance questions/concerns.

c. Utility Allowance Reviews: Develop and implement a process to review utility allowance change in method requests. HOME units are required to utilize utility amounts determined by the HUD Utility Schedule Model (HUSM) per the Dakota County HUSM schedules. In lieu of the Dakota County HUSM schedules, a project may seek approval of an Energy Consumption and Engineered Model (ECM). Compensation related to Utility Allowance reviews shall be billed by the Contractor to the owners of projects seeking a change in method request.

(2) **Consortium Member Programs – Review Monitoring System**: Monitoring services include reviewing Consortium member monitoring of their HOME Program activities.

a. Maintain monitoring tracking and reporting system for Consortium member activities and PJ review monitoring.
b. Maintain year end reporting form to be provided to the DCCDA.
c. Provide guidance/assistance as necessary to ensure full compliance by Consortium members.

(3) **Other Projects and Programs to be monitored (Dakota County) and review monitored (Consortium) for compliance with HOME Requirements**.

a. Data Requests: The DCCDA may periodically request data analysis of the information collected and maintained in the monitoring system. This is separate from the compliance reporting provided for the annual CAPER. The ability to perform this type of work should be described, and any fees should be indicated separately as a free-standing, optional service.
b. Tenant Based Rental Assistance (TBRA). Areas to monitor include income and participant eligibility, type of assistance, minimum payment and maximum subsidy (voucher/certificate model), program rule, preferences consistent with Consolidated Plan and annual unit inspections are completed. The ability to perform this type of work should be described, and any fees should be indicated separately as a free-standing, optional service.
c. Community Housing Development Organizations (CHDOs). Review and monitor CHDO certification process for CHDO funded activities. The ability to perform this type of work should be described and any fees should be priced separately as a free-standing, optional service.

d. Homeowner Activities. Monitoring DCCDA and Consortium member activities include ensuring that the use of resale or recapture to enforce the period of affordability is consistent with the consolidated plan and action plan and is defined in the written agreements. The resale and recapture provisions are generally self-enforced through recorded mortgage or other documents. However, the DCCDA and subrecipients must have procedures in place to verify the ongoing principal residency requirement such as "do not forward" letters, phone calls, or other intermittent method to follow up. Other Monitoring Activities include ensuring property standards are in place and enforced and quality of work is inspected.
   i. Foreclosed Property Acquisition, Rehabilitation, Resale
   ii. CHDO housing development and/or acquisition and rehabilitation projects
   iii. Down Payment Assistance Programs
   iv. Homeowner Rehabilitation Programs

   The ability to perform this type of work should be described and any fees should be priced separately as a free-standing, optional service.

(4) **Costs and Fees**: The fees for monitoring should:
   a. Indicate proposed cost of service both as a gross maximum annual number and as an estimated per unit basis including a clear description of how that cost was determined.
   b. Describe rates, direct costs, and invoicing per project and/or payment billing schedule.
   c. List any planned charges per classification of employees.
   d. The costs should be generally divided into two categories:
      i. Initial project setup; and/or
      ii. Ongoing monitoring once the monitoring system has been established.

(5) **Compensation**: It is the DCCDA's expectation that all compensation to be paid to the Contractor for HOME monitoring services compensation will be paid by the DCCDA. Compensation related to Utility Allowance reviews shall be billed by the Contractor to the owners of projects seeking a change in method request.

B. Term of Agreement. Subject to approval of counsel to the DCCDA, the Executive Director will be authorized to negotiate an agreement between the DCCDA and the selected contractor. The DCCDA will execute an agreement with the contractor for a term of three (3) years with the option to renew the contract beyond its initial contract period for a maximum of two (2) one-year periods which may be authorized by the DCCDA. Any such agreement shall provide that the DCCDA will retain the right to terminate such agreement for any reason and at any time upon payment of fees and expenses then due and payable.

C. Contractor Responsibilities. The Contractor(s) will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DCCDA with regard to contractual matters. The Contractor(s) shall be responsive, provide feedback regarding deficiencies and be proactive and ready to respond to questions as they arise.

The Contractor(s) shall report, via email message, any current inspection protocol standards (i.e., National Standards for the Physical Inspection of Real Estate (NSPIRE), previously it was Uniform Physical Condition Standards (UPCS)) inspection deficiencies within 36 hours to the Program Manager at the DCCDA to ensure the deficiency can be resolved swiftly.

D. **Non-discrimination and equal opportunity.** The DCCDA does not discriminate in the selection of a contractor for services on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, status with regard to public assistance, disability, sexual orientation, gender identity or age. Contractors selected must agree to comply with all applicable federal and state equal opportunity and affirmative action laws, ordinances, directives and regulations.

E. **Subcontracting.** The contractor shall not sub-consult or sub-contract any services under the agreement unless authorized in writing by the DCCDA. The contractor shall provide written notice to the DCCDA and obtain the DCCDA's written authorization to sub-contract any work or services to be provided to the DCCDA. As required by Minnesota Statutes, Section 471.425, the contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the contractor has received payment from the DCCDA.

F. **Conflict of Interest/Code of Ethics.** The DCCDA and the contractor are required to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the contractor represents any other party or other client whose interests are adverse to the interests of the DCCDA. Matters in which a conflict of interest arises shall be governed by Minnesota Statutes, Section 469.009.

Proposer shall disclose, as part of their technical proposal, a list of properties where the proposer maintains a current contractual relationship or had a previous contractual relationship with either the owner or managing agent of the property or have conducted prior inspections of the property for other entities within the past three (3) years of the closing date of this RFP. In addition, proposer shall review **Exhibit A** and disclose, as part of their technical proposal, a list of prior or ongoing business relationships with owners or managers of properties listed in Exhibit A that could cause a conflict of interest. Because of the limited number of qualified Contractors and because of the potential for conflict of interest, Proposer shall detail in their proposal their option for dealing with the potential conflict.

The successful Contractor who is awarded the contract has a continuing obligation to disclose to DCCDA the above information through the term of the contract and subsequent renewals, if any.

The Evaluation Panel will make a determination as to whether a conflict of interest exists. If it is determined that there is a conflict of interest, and that conflict of interest cannot be resolved, the Evaluation Panel may reject the offer. If a conflict arises during the term of the contract or any subsequent renewals, DCCDA reserves the right, in its sole discretion, to terminate the contract if the conflict cannot be resolved to DCCDA's satisfaction.

G. **Record/Reports/Audits.** All books, records, documents and accounting procedures of the selected contractor related to the agreement with the DCCDA shall be subject to examination by the DCCDA and the contractor must agree that the DCCDA, HUD, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to the services of the contractor to the DCCDA for a period of six (6) years after the final payment is made to contractor.

IV. REQUEST FOR PROPOSALS INSTRUCTIONS

A. **<u>Proposal Form and Format.</u>** Email a pdf copy of the full proposal to Kathy Kugel, Housing Finance Manager, Department of Community and Economic Development of the DCCDA, at kkugel@dakotacda.org.

B. **<u>Deadline For Submission.</u>** The deadline for submission in response to the Request for Proposal is no later than 4 P.M. Central Time on August 13, 2026.

C. **<u>General Information.</u>** The DCCDA reserves the right to cancel this RFP at any time prior to contract award. The DCCDA also reserves the right to accept or reject any (or all) proposals submitted. Information contained in the proposals is intended to serve only as a general description of services to be provided, and the DCCDA may also use the responses as a basis for further negotiation of an agreement with the contractor. The issuance of this request does not obligate the DCCDA to award an agreement or pay for any costs incurred with the preparation of the response.

D. **<u>Public Record/Confidentiality.</u>** Information supplied by each Proposer to the DCCDA is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Act"). Quotes submitted become a matter of public record as set forth therein. Such information shall become public unless it falls within one of the exceptions in the Act. If a Proposer believes any non-public information will be supplied in response to this RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the DCCDA which data, if any, falls within exceptions to the Act. However, the Proposer agrees as a condition of submitting a response that the DCCDA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the response submitted.

The DCCDA will not consider any cost information and references submitted by the Proposer to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

V. REQUESTED INFORMATION

The contractor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in the Section titled "EVALUATION OF PROPOSALS."

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

A. **<u>Executive Summary</u>.** Include a clear statement of the contractor's understanding of the RFP including a brief summary of the Scope of Services. At a minimum, include an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

B. **Scope of Services.** Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables. Section III.A. outlines the Scope of Services required. Indicate if any proprietary software or other technology is used by the Proposer and if this is necessary for the successful provision of the services. Proposer may also include suggestions on how to make compliance more efficient for property management/owners as well as for the Proposer when there are overlapping compliance layers from other funding sources (e.g., LIHTC Program, local HOPE Program, etc.).

C. **Experience and Capacity**. Describe background and related experience demonstrating ability to provide required services. Resumes of primary personnel assuming responsibilities for this project, not to exceed one (1) page per resume. Indicate if contractor expansion is required to provide services. Indicate past experience, if any, with the DCCDA and its processes and procedures.

D. **References.** List references from projects similar in size and scope.

E. **Personnel Listing.** Identify individuals that will be assigned to this work, including any subcontractors, with resumes and specific applicable experience.

F. **Conflict of Interest Disclosure.** The Proposer shall submit a list of any potential conflicts of interest arising from business relationships between the Proposer and any properties listed on Exhibit A. See Section II.F. In addition, the Proposer shall provide an option to accommodate the conflict.

G. **Cost/Fees.** Indicate proposed cost of service including a description of how costs were determined; hourly rates and minimum billing increments, if any; direct costs and payment billing schedule; list of charges per classification of employee.

H. **Contractor Financial Information.** Proof of financial responsibility and capacity, including any bankruptcy filings by the contractor, its principals and officers during the previous seven years.

VI. COMPENSATION

It is the DCCDA's expectation that all compensation to be paid to the contractor for HOME program monitoring services will be billed by the contractor to the DCCDA. Compensation related to Utility Allowance reviews shall be billed by the Contractor to the owners of projects seeking a change in method request.

VII. REVIEW

Proposals will be reviewed by an Evaluation Panel made up of representatives of the DCCDA. The panel will select a preferred contractor based upon the contents of the written proposal and the DCCDA's past interactions with the Proposers. The DCCDA may conduct interviews with Proposers if DCCDA deems it necessary.

Evaluations will be scored on the required criteria listed in the Section titled "PROPOSAL FORMAT," **AND** the following:

A. Quality, thoroughness, and clarity of proposal.

B. Qualifications, credentials, licenses, and experience of staff (includes a review of references).

C. How well the Scope of Services offered meets the DCCDA's objectives.

D. Financial responsibility and capacity of contractor including whether the contractor, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven (7) years of the date of this RFP.

E. Organization and management approach and involvement for successful delivery of services.

F. Reasonableness of cost of services proposed based on a comparison of prices among available information on market rates for similar services.

G. Use of technology to complete on-site property inspections and file review, and to analyze, share and manage data with the DCCDA, Minnesota Housing Finance Agency, owners, property managers and IRS.

H. Specificity and quality of methods used to manage, protect and secure data.

I. Review of references including existing client's previous HOME Program monitoring experience and on-site monitoring audits.

J. Insurance coverage as defined for the services.

VIII. ADDITIONAL INFORMATION

For additional information concerning this RFP, please contact Kathy Kugel, DCCDA Department of Community & Economic Development, at 651-675-4478 or email at kkugel@dakotacda.org.

Exhibit A. HOME Property Lists

Project Name	Tax Credit Project (Y/N)	Project IDIS Number	Property Manager	Project Total Units	Total HOME Units	Fixed or Floating	Period of Affordability (POA) Start Date	POA End Date	HOME Inspection Interval	Date of Most Recent File Review	Date of Most Recent/ Current Physical Inspection
DCCDA owned properties:			14	573	61						
Tax Credit Projects:	12		12	457	53						
Lafayette Townhomes	Y	1683	Dakota County CDA	30	4	Fixed	08/01/06	08/01/26	Every 3 Years	07/10/24	07/22/24
Carbury Hills Townhomes	Y	1909	Dakota County CDA	32	4	Fixed	06/01/08	06/01/28	Every 3 Years	45980	9/22/2026
West Village Townhomes	Y	2054	Dakota County CDA	21	4	Fixed	09/01/07	09/01/27	Every 3 Years	11/13/25	07/23/25
Meadowlark Townhomes	Y	2086	Dakota County CDA	40	4	Fixed	08/01/10	08/01/30	Every 3 Years	06/17/26	06/09/26
Twin Ponds Townhomes	Y	2189	Dakota County CDA	25	4	Fixed	09/01/09	09/01/29	Every 3 Years	11/24/25	07/15/25
Quarry View Townhomes	Y	2249	Dakota County CDA	45	4	Fixed	06/01/11	06/01/31	Every 3 Years	07/16/24	07/22/24
Northwood Townhomes	Y	2357	Dakota County CDA	47	5	Fixed	01/13/14	01/12/34	Every 3 Years	06/22/26	06/09/26
Inver Hills (IGH)/Riverview Ridge Family (Eagan)	Y	2570	Dakota County CDA	51	5	Floating	09/04/14	09/04/34	Every 3 Years	2024	2024
Lakeshore Townhomes	Y	2639	Dakota County CDA	50	5	Fixed	08/17/15	08/17/35	Every 3 Years	09/17/25	07/22/25
Keystone Crossing Townhomes	Y	2776	Dakota County CDA	36	4	Fixed	03/06/18	03/06/38	Every 3 Years	07/09/24	07/22/24
Prestwick Place Townhomes	Y	2923	Dakota County CDA	40	4	Fixed	04/06/20	04/05/40	Every 3 Years	06/19/26	06/10/26
Denmark Trail Townhomes	Y	3157	Dakota County CDA	40	6	Fixed	TBD	TBD	Every 3 Years	06/17/26	05/18/26
Not Tax Credit Projects:	2		2	116	8						
Dakota Heights Senior	N	1954	Dakota County CDA	56	4	Fixed	09/01/07	09/01/27	Every 3 Years	11/18/25	07/23/25
Cobblestone Square Senior	N	2250	Dakota County CDA	60	4	Fixed	01/01/11	01/01/31	Every 3 Years	11/07/25	07/16/25
Non-Profit/Private owned properties:			8	451	36						
Tax Credit Projects:	2		2	313	8						
Legends of Apple Valley	Y	2864	Dominium Management Services, LLC	163	4	Fixed	05/24/19	05/23/39	Every 3 Years	11/10/25	08/20/24
Villas at Pleasant Avenue	Y	3102	Velair/MWF Properties, LLC	150	4	Fixed	03/01/24	3/1/2044	Every 3 years	11/18/25	07/10/25
Not Tax Credit Projects:	6		6	138	28						
SCDCAP Glenda	N	818	Scott Carver Dakota CAP Agency	1	1	Fixed	02/01/98	02/01/28	Every 3 Years	12/11/25	06/26/25
SCDCAP Grenada	N	819	Scott Carver Dakota CAP Agency	1	1	Fixed	02/01/98	02/01/28	Every 3 Years	09/22/25	09/16/25
Valley Ridge Senior Housing	N	2460	Presbyterian Homes & Services	80	6	Fixed	01/13/14	01/12/34	Every 3 Years	11/13/25	07/10/25
SCDCAP Aldrich	N	2865	Scott Carver Dakota CAP Agency	8	8	Fixed	04/24/18	04/23/28	Every 3 Years	09/16/25	06/26/25
Cahill Place Apartments	N	2947	Center City Housing	40	4	Floating	06/16/21	06/15/41	Every 3 Years	05/12/26	05/12/26
SCDCAP Bryant	N	3082	Scott Carver Dakota CAP Agency	8	8	Fixed	06/05/23	06/04/38	Every 3 Years	09/16/25	06/26/25
22 Projects		22	in POA	1,024	97						

Consortia Member	Project Name	Project IDIS Number	Project Total Units	HOME-assisted Units Total	Fixed or Floating	Sec. 42 Project (Y/N)	Period of Affordability (POA) Start Date	POA End Date	POA Years	HOME Funds Total	Inspection Frequency	Rent and Income Restrictions: Special Conditions
Anoka County	ACCAP 2465 103rd Ave	838	1	1	Fixed		1999	2029	30	$ 25,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP E River Rd	839	1	1	Fixed		1999	2029	30	$ 25,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Osborne	845	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Parkside	847	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Quincy	846	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Webster	844	1	1	Fixed		1999	2029	30	$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACHRA Centerville Senior (Chancey Barett)	1700	31	2	Floating		2007	2027	20	$ 206,000	annually	
Anoka County	ACHRA Oaks of Lake George	1989	52	2	Floating		2006	2026	20	$ 206,000	annually	
Anoka County	Blaine Senior (Blaine Town Square)	1689	87	3	Fixed		2006	2026	20	$ 300,000	annually	
Anoka County	Lino Lakes Apartments (Lakewood)	2244	60	4	Floating		2008	2028	20	$ 110,000	annually	
Anoka County	Salvation Army - 5th St	1980	4	4	Fixed		2007	2027	20	$ 254,100	every 3 yrs	
Anoka County	Sunwood Village	2806	47	2	Fixed	Y	2016	2046	30	$ 300,000	every 3 yrs	
Anoka County	TCHDC Northgate Woods	2446	75	2	Fixed		2012	2027	15	$ 225,500	annually	
Anoka County	Village Green	2948	196	3	Fixed		2020	2035	15	$ 500,000	every 3 yrs	
Anoka County	Woodland Park Rehab	2467	90	3	Fixed		2012	2027	15	$ 208,348	every 3 yrs	
TOTAL AC		**15**	**648**	**31**								
Ramsey County	Willow Ridge Apartments	2131	47	4	Fixed	Y	2009	2029	20	$ 300,000	annually	
Ramsey County	Century Trails Senior Housing	2335	40	2	Fixed		2011	2031	20	$ 140,000	annually	
Ramsey County	Arden Flats	2565	55	4	Fixed		2014	2034	20	$ 365,000	every 3 years	
Ramsey County	Concordia Arms	2620	125	4	Fixed		2014	2034	20	$ 200,000	every 3 years	
Ramsey County	Legends at Silver Lake Village	2682	71	4	Fixed		2015	2035	20	$ 650,000	every 3 years	
Ramsey County	2010 Clarence - Rondo CLT	2749	2	2	Fixed		2015	2035	20	$ 285,000	every 3 years	
Ramsey County	Maple Knoll Townhomes	2765	57	4	Fixed	Y	2016	2036	20	$ 369,621	every 3 years	
Ramsey County	Villages at Frost-English	2807	50	4	Fixed	Y	2016	2036	20	$ 458,000	every 3 years	
Ramsey County	Goldenstar Apartments	2846	109	4	Fixed		2016	2036	20	$ 333,747	every 3 years	
Ramsey County	Frost English Silver Senior	2886	107	4	Fixed		2017	2037	20	$ 350,000	every 3 years	
Ramsey County	Loden Shoreview	2894	200	4	Fixed		2019	2039	20	$ 400,000	every 3 years	
Ramsey County	CAPRW CHDO - RC 13th Ave E	2934	2	2			2020	2035	15	$ 325,000	every 3 years	
Ramsey County	Edison Roseville	2946	62	4			2020	2040	20	$ 400,000	every 3 years	
Ramsey County	Boulevard Apartments	2952		4			2020	2040	20	$ 375,000	every 3 years	
Ramsey County	Emma's Place	2985	13	4			2021	2036	15	$ 275,000	every 3 years	
Ramsey County	Cobblestone Court AEON	3034	74	4			2021	2036	15	$ 425,000	every 3 years	
Ramsey County	Owasso Gardens	3040		4			2021	2041	20	$ 400,000	every 3 years	
Ramsey County	Amber Union	3050	125	4			2024	2039	15	$ 400,000	every 3 years	
Ramsey County	Lauderdale Senior	3116	114	4		Y	2025	2040	15	$ 350,000	every 3 years	
Ramsey County	Harbor at Twin Lakes	3143	277	4			2024	2039	15	$ 340,949	every 3 years	
TOTAL RC		**20**	**1,530**	**74**								
Washington County	CHDO CAPRW Duplex Rental	2874	2	2	Fixed		2018	2033	15	$ 245,283	every 3 years	
Washington County	Forest Ridge - HSI Share/Duffy	2079	38	1	Fixed		2007	2027	20	$ 110,000	annually	
Washington County	Piccadilly Square	2796	79	4	Fixed	Y	2017	2037	20	$ 198,000	annually	
Washington County	Trailside Senior Living	2397	70	2	Fixed		2011	2031	20	$ 200,012	annually	
Washington County	Red Rock Crossing II	3151	51	4	Fixed	Y	2025	2045	20	$ 195,000	every 3 yrs	
TOTAL WC		**5**	**240**	**13**								
Woodbury	The Glen at Valley Creek	2933	42	4		N	2020	2040	20	$ 167,721	every 3 yrs	
Woodbury	Orville Commons	3075	235	4		Y	2024	2044	20	$ 557,513	every 3 yrs	
TOTAL Woodbury		**2**	**277**	**8**								
ALL rental activities		**42**	**2,695**	**126**								

Exhibit B. Standard Assurances and Provisions for Federally Funded Contracts

STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq*. which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq*. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally funded services or employment.

C. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq*. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

D. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

E. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, disability, sexual orientation, or age.

F. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

G. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

H. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

I. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

J. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279 of December 12, 2002 and as amended by Executive Order 13559 of November 17, 2010 and Executive Order 14205 of February 7, 2025. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

L. Section 109 of the Housing and Community Development Act of 1974, as amended, prohibits discrimination under any program or activity funded in whole or in part made available under the Act on the basis of race, color, national origin, religion, or sex.

2. **DATA PRIVACY**. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the

MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The Contractor is a responsible authority subject to the civil remedies in Minn. Stat. § 13.08 as a result of Contractor's violation of the MGDPA. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the CDA, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the CDA Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION**. Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING**. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

(Updated July 2025)

PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

I. SPECIAL EQUAL OPPORTUNITY PROVISIONS

Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in a violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

II. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

A. Compliance with Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

III. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

A. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federally appropriated funds have been paid or will be paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1332, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.