



TO: Prospective Inspiring Communities RFP 7 2022 Applicants

From: Nick Boettcher, Senior Project Manager and Maryan Abdi, Project Manager

Date: September 27, 2022

RE: Inspiring Communities 2022 RFP ("RFP 7") Questions and Answers

In order to allow applicants additional time to prepare and submit proposals, we are extending the RFP deadline to **5:00 p.m. Friday, November 4, 2022.**

An amended version of the RFP specifications is attached. New text is underlined, and deleted text is ~~struck through~~.

The major changes are:

- Extension of the deadline to submit proposals to **5:00 p.m. Friday, November 4, 2022.**
- Extension of the deadline to submit questions to **October 7, 2022.**
- Subsequent changes to the HRA's timeline for evaluating and awarding projects, and reaching development agreements with awarded developers.

There are no other changes.

Submit your questions on or before October 7, and your proposals before 5:00 p.m. Friday, November 4, to maryan.abdi@ci.stpaul.mn.us and cc nick.boettcher@ci.stpaul.mn.us.

If you have already submitted a proposal or proposal, you may revise and resubmit but are not obligated to do so.

City of Saint Paul and the Housing and Redevelopment
Authority of the City of Saint Paul

Inspiring Communities: Homeownership Development Program

REQUEST FOR PROPOSALS

Release Date: AUGUST 11, 2022

Amended: September 27, 2022

**RESPONSES DUE: No later than 5:00 p.m. on FRIDAY,
~~SEPTEMBER 30~~ NOVEMBER 4, 2022**

Submit all materials and questions by email to
maryan.abdi@ci.stpaul.mn.us and cc
nick.boettcher@ci.stpaul.mn.us

APPLICATION GUIDE AND INSTRUCTIONS

Introduction

The Housing and Redevelopment Authority of the City of Saint Paul (HRA) and the City of Saint Paul are, collectively, accepting proposals from real estate developers who intend to construct or rehabilitate housing on selected HRA-owned properties in the Inspiring Communities program (ICP). The Inspiring Communities program provides focused investment in neighborhoods most impacted by foreclosure and vacancy by constructing new housing on vacant lots and rehabilitating vacant structures.

Funds allocated to this program will finance new construction or rehabilitation of identified properties and resale of these properties to qualified buyers. High scoring proposals in the RFP process will demonstrate an effective use of government subsidy, and a commitment to progressive policies and practices for equity, neighborhood-level workforce development, and marketing.

Purpose and objectives

The HRA has identified the following goals for the Inspiring Communities work:

- Leverage HRA property to build community wealth.
- Create job opportunities for local residents, including low-income residents, small and emerging businesses, and businesses owned by women and people of color.
- Achieve goals identified in the [Housing Chapter of the City of Saint Paul's 2040 Comprehensive Plan](#).
- Inspire innovative and environmentally sound design and construction.

City and HRA staff may refer to this RFP as the “2022 Inspiring Communities RFP” or, because it is the seventh major RFP in the history of the Inspiring Communities program, “RFP 7.”

Disclaimer

Real estate development carries significant financial risk. You are not guaranteed a profit and may experience a loss even if you receive all funds for which you apply. Market factors, delays and changes to the regulatory environment will impact your project(s). This is so even if the projections you make in your application are based on a full and correct understanding of the requirements of the Inspiring Communities program, current housing and real estate markets, and current federal, state and local regulatory requirements. Read the RFP materials thoroughly and consult business, tax and legal advisors as necessary.

General information and requirements

Minimum Requirements to be considered

You, the Respondent, also referred to as the applicant, must meet minimum criteria to have your proposal(s) considered. The minimum criteria are:

1. **Experience:** At least 2 years of relevant experience.
2. **Capacity:** The Respondent must demonstrate that it has the capacity to successfully complete projects of the scope and size of those included in their proposal.
3. **Access to Credit and Capital:** For each project applied for, the Respondent must demonstrate that it has secured or is in the process of securing **all funding sources** identified on the Sources and Uses statement (the format for the Sources and Uses document is included in the Ownership and Rental Program Manual Appendices and on the [Inspiring Communities webpage](#)). Demonstration can include a financial statement, letter of credit from a bank or other financial institution, or other written third party documentation of sources. In any event, the HRA reserves the right to obtain confirmation of sufficient funding prior to contracting with Respondent and during the term of any contract with the Respondent resulting from this RFP.
4. **Cost Reasonableness:** The HRA and City will evaluate the proposal for cost reasonableness in their sole discretion.

If a Respondent proposes projects on multiple properties, the City and HRA will determine whether the Respondent has the experience, capacity, and access to credit and capital to successfully complete all, some, or none of the proposed projects.

The HRA and City reserve the right to reject any proposal or all proposals in their sole discretion and for any reason, which may include unreasonable costs, lack of available funding or evidence of irresponsible or unethical conduct on the part of the applicant or affiliate of the applicant.

Available Funding Sources

The HRA and City obtained funds for the program through the U.S. Department of Housing and Urban Development's (HUD) Neighborhood Stabilization Program (NSP), Community Development Block Grant Program (CDBG) and the Minnesota Housing Finance Agency's (MHFA) Community Homeownership Impact Fund (CHIF or "Impact Fund"), and the Metropolitan Council's Local Housing Incentives Account (LHIA). In addition to these federal and state funds, the City and HRA may utilize local funds unallocated during previous Request for Proposal cycles, funds allocated to Inspiring Communities from the local Housing Trust Fund,

and other local, federal and state sources that may become available. Each funding source has respective regulations, policies and procedures with which Developers, the HRA and the City must comply as a condition of using these funds for a project, and which may change in the discretion of the responsible entities, which may include the HRA and the City. When multiple funding sources are used to pay for project costs, the most restrictive regulations apply. The HRA and City reserve sole discretion in determining which funding sources are awarded to which projects. A summary of funding sources and eligible uses (for the purposes of this RFP) follows in the chart below.

Funds awarded to developers will generally be in the form of a 0% interest deferred loan forgiven upon sale to an eligible end buyer.

Applicants that are community land trusts or are partnering with community land trusts, and organizations that qualify as Community-Based Development Organizations (CBDO) under CDBG regulations, will be able to access a greater variety of funding sources available than will applicants that do not satisfy either criterion. Guidelines pertinent to a subset of available funding, an Allocation Supporting Community Land Trusts from the City's/HRA's Housing Trust Fund, are linked from the ["Program Requirements" section of this RFP](#).

Funds available to prospective homebuyers are more fully described below, in the "Homebuyer Maximum Income Limits and Homebuyer Financial Assistance" section of this RFP.

Funding Source	Eligible Use
Community Development Block Grant (CDBG) Funds (Federal) ¹	Income qualified owner-occupied housing. (At least one unit in a two- to four- unit building must be owner-occupied.)
MHFA Community Homeownership Impact Fund (CHIF or "Impact Fund") (State)	
Metropolitan Council Local Housing Incentives Account (LHIA) (State)	
HRA/City Housing Trust Fund Allocation Supporting Community Land Trusts ²	
Other HRA/City Funds	

¹ CDBG regulations at 24 CFR Part 570 require that new housing construction activity be completed only by organizations that qualify as Community Based Development Organizations (CBDO). Refer to [24 CFR Part 570.204](#) for information on CBDO eligibility.

² This funding source is limited to organizations that are community land trusts, nonprofit organizations with a community land trust program, and developers partnering with a community land trust or nonprofit organization with a community land trust program.

Neighborhood Stabilization Program (NSP) (Federal)	
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Tentative Timeline

Staff anticipates the following timeline:

RFP Released	August 11, 2022
Pre-Bid Compliance Conference	Applicants must <u>either</u> : Register for and attend one of these: <ol style="list-style-type: none"> 1. August 23, 2022 9:00 am 2. August 23, 2022 1:00 pm 3. August 24, 2022 10:00 am 4. August 24, 2022 3:00 pm <u>Or contact the HRA to make alternative arrangements to participate in a compliance conference.</u>
Questions Due from Bidders to the HRA and City	August 26, 2022 <u>October 7, 2022</u>
Responses to Questions due to Bidders from the HRA and City	September <u>October 14, 2022</u>
RFP Responses Due	No later than 5:00 p.m. Friday, September 30 <u>November 4, 2022</u>
<u>Staff Report to HRA Board Action: Developer Status or Tentative Developer Status Pre-Award Status Update</u>	October 26, 2022 or November 9, 2022 <u>December 14, 2022 or January 11, 2023</u>
Award/Pre-Award Letters Issued to Developers	October – November 2022 <u>December 2022 – January 2023</u>
<u>HRA Board Action & City Council Action (if necessary): Tentative Developer Status (if necessary)</u>	<u>Between February 2023 and Summer 2023</u>
Additional <u>HRA Board Action & City Council Action (if necessary): Developer Status</u>	<u>Between Winter 2023 and Summer Fall 2023 (Tentative Developer Status may allow more time beyond Fall 2023)</u>
Execute Development Agreements	Between November 2022 <u>January 2023 and Summer Fall 2023</u>
Close on Sale of Property from HRA to Developer	Between December 2022 <u>February 2023 and Fall 2023</u>
Completion of Project	Approximately 12 to 18 months after Development Agreement executed

The HRA and City reserve the right to change the tentative timeline.

All developers and general contractors are required to attend a pre-bid compliance conference. Applicants' general contractors, if they are known as of the application date, are required to attend one of the pre-bid compliance conferences provided on the timeline above. If not yet known, the general contractor must attend a pre-bid conference at a later date. This can be arranged by contacting a City/HRA project manager. Subcontractors are welcome but not required to attend a pre-bid conference.

Anyone entering onto/into property owned by the HRA (including vacant lots and structures) must sign an *Assumption of Risk, Waiver, Covenant Not to Sue, Indemnity and Release of Liability* form. The form is included as an attachment to the Developer Application. If you or any other parties with which you are associated, such as architects, surveyors, construction contractors, or environmental consultants, wishes to enter an RFP property prior to submitting a complete Developer Application, please send a completed *Assumption of Risk, Waiver, Covenant Not to Sue, Indemnity and Release of Liability* form to Maryan Abdi and Claire Pettry via email at maryan.abdi@ci.stpaul.mn.us and Claire.pettry@ci.stpaul.mn.us no later than three business days prior to the "RFP Responses Due" deadline noted in the timeline above. Forms will be processed within three business days.

Homebuyer Maximum Income Limits and Homebuyer Financial Assistance

The income of the qualifying owner-occupant households must not exceed **80% of area median income (AMI), or a lower income limit agreed to by the Developer and the HRA**, as of the date of initial occupancy.

The HRA and City intend to make available to qualified homebuyers funding in the form of a deferred, subordinate mortgage sufficient to achieve an affordable housing payment for, generally, households with incomes between 60% and 80% of area median income. **There is no minimum income limit**, but, in general, it is reasonable to expect that Program resources alone will be insufficient to achieve affordability for households with incomes much below 60% AMI.

Maximum income limits are updated annually by HUD, MHFA and the Metropolitan Council. In some limited instances and depending upon funding sources, the HRA and City may be able to serve households with incomes beyond these limits.

2022-2023 Maximum Income Limits

Respondents may select, for each Project, whether the maximum income limit is 80% of AMI, 70% of AMI, or 60% of AMI.

Limits effective as of June 1, 2022 are provided in the table below. These are effective until further notice.

Limits will be updated as necessary and stated in the Development Agreement. In accordance with the Inspiring Communities Program Income Verification and Documentation Policy (included in the Program Manual), the HRA will make a final determination of household income eligibility prior to sale.

Inspiring Communities 2022-2023 Income Limits								
Household Size	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
60% AMI	\$49,320	\$56,340	\$63,360	\$70,380	\$76,020	\$81,660	\$87,300	\$92,940
70% AMI	\$56,000	\$63,950	\$71,950	\$79,900	\$86,350	\$92,750	\$99,100	\$105,500
80% AMI	\$62,600	\$71,550	\$80,500	\$89,400	\$96,600	\$103,750	\$110,900	\$118,050

Sources: [Metropolitan Council \(via HUD\)](#) (effective June 15, 2022); [Minnesota Housing Finance Agency](#) (effective June 1, 2022); [US Department of Housing and Urban Development](#) (effective June 15, 2022). 70% AMI figures are determined by rounding the midpoint between 80% and 60% up to the nearest \$50. There is no maximum household size; when necessary, income limits for households with more than eight persons will be determined by the HRA.

Project Planning Assistance

The Developer's project plans and budget must take into account all known and reasonably foreseeable site conditions.

Geotechnical evaluations and boundary & topographic surveys are available online at www.stpaul.gov/inspiringcommunities.

The Developer is responsible for ordering any additional tests required to meet all applicable development guidelines and building code requirements.

Technical assistance may be available through the City's Emerging and BIPOC Developer Training Initiative. Contact nick.boettcher@ci.stpaul.mn.us and cc maryan.abdi@ci.stpaul.mn.us for more information.

Zoning Code Considerations

The following are Zoning Code citations that may be relevant to the development of lots offered in this RFP. These citations are current as of December 2021, and this list is not comprehensive. Determination as to applicability of and compliance with zoning requirements, and all related expenses, are sole responsibilities of the developer. Include expenses related to zoning permits in the development budget.

The complete City of Saint Paul zoning code can be found here:

https://library.municode.com/mn/st._paul/codes/code_of_ordinances?nodeId=PTIILECO_TITVI IIZOCO_CH60ZOCOENPRDEZODIMAGE

§62.103 – Nonconforming lots

In any district in which single-family dwelling are permitted, notwithstanding limitations imposed by other provisions of this code, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this code. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are applicable in the district; provided, that yard dimensions and other requirements not involving area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Yard requirement variances may be obtained through approval of the board of zoning appeals.

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§66.231 – Residential district dimensional standards

See Dimensional Standards Table in this section, which sets forth density and dimensional standards that are specific to residential districts. These standards are in addition to the provisions of chapter 63, regulations of general applicability.

§66.232 – Maximum lot coverage standards

In residential districts, principal buildings shall not cover more than thirty-five (35) percent of any zoning lot.

Program Requirements

Some of the most important program requirements are summarized below. This list is not exhaustive, nor exclusive of your obligation to comply with all applicable laws, rules and regulations. In the case of a conflict, the most restrictive requirements control. **Consult legal, tax, insurance and business advisors as necessary.**

The Development Agreement

Following award, the Developer will execute a Development Agreement with the HRA. Following execution of the Development Agreement, property will be conveyed to the Developer subject to a secured loan in favor of the HRA. The City and HRA may provide you with a sample development agreement at a later date; however, this will not be a final development agreement and there may be material differences between it and subsequent versions and the final version. **Read the Development Agreement carefully once received.**

The Program Manual

The HRA has developed an Inspiring Communities Homeownership Program Manual. This document outlines procedures, secondary to those of the Development Agreement, relative to project budgets and funding sources, eligible costs and allowable expenses, development standards, bidding and draw procedures, end-occupant income restrictions, and general responsibilities. The City and HRA may revise this Inspiring Communities Homeownership Program Manual from time to time. **The Program Manual is attached to this Request for Proposals. Read it carefully.**

Guidelines for Housing Trust Fund Allocations Supporting Community Land Trusts

Projects awarded funding from the City's/HRA's Housing Trust Fund Allocation Supporting Community Land Trusts must follow the [Guidelines for Housing Trust Fund Allocations Supporting Community Land Trusts](#) in addition to requirements of the Inspiring Communities Program.

Federal and State Funding Requirements

The City and HRA expect that requirements of the Minnesota Housing Finance Agency's Community Homeownership Impact Fund program will apply to **most** projects awarded under this RFP. To review general requirements, refer to the Impact Fund webpage at <https://www.mnhousing.gov/sites/np/impactfund>.

Additionally, the City and HRA expect that requirements of the federal Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) will apply to some projects awarded through this RFP.

The City and HRA intend to note applicability of these funding requirements in the Development Agreement.

Additional Compliance Requirements of the City and HRA

Additional compliance requirements will be noted in the Development Agreement. The City and HRA expect that, in addition to the program requirements noted above, the following requirements will apply to **most or all** projects awarded under this RFP:

- Vendor Outreach Program
- Affirmative Action Program
- Insurance Requirements

Additionally, the following will likely apply to **some** projects awarded under this RFP:

- HUD Section 3

Current information regarding the Vendor Outreach Program, Affirmative Action Program, Insurance requirements, and HUD Section 3 is attached to this RFP.

According to a resolution passed by the Saint Paul City Council on July 20, 2022, **Project Labor Agreements will not be required** for any project site noted in this RFP 7.

This list is not exhaustive and does not replace the requirements of the Development Agreement, Homeownership Program Manual, or applicable laws, rules and regulations.

Evaluation of Proposals

Scoring Criteria

Proposals fulfilling minimum requirements for consideration will be scored using four broad evaluation criteria, which include timeline, contracting and workforce equity, housing equity, design, and whether the proposal meets or exceeds minimum criteria.

All point totals are “up to” amounts. The HRA may award a proposal fewer points on a given criterion if the applicant’s commitment is partial (e.g., limited to a part of the criterion, or to a limited number of total units proposed).

Proposals that score similarly will be considered according to the extent to which they exceed the minimum requirements for consideration.

EVALUATION CRITERIA	POINTS
Level of financial assistance requested (average per unit)	
\$0 - \$100,000	10
\$100,001 – \$130,000	5
\$130,001 +	0
Timeline	
≤ 12 months	5
12 + months	0
Equity	
Contracting and Workforce Equity	60
Housing Equity	50
Design	
Sustainability and Design	10
Total Points Possible	135

Explanation of Scoring Criteria

Timeline

(5 points)

Project timeline/proposed schedule is the estimated amount of time between closing on the purchase of property with the HRA and completion of the project, including sale to the end buyer. Completion deadlines will be set in development agreements for awarded projects. Because the City and HRA are accountable to other funders, including the state and federal government, on-time completion is critical. Generally, deadlines will be between 12 and 18 months. Proposals to complete projects in under one year will receive five points.

Equity

(110 points)

The City of Saint Paul recognizes that a healthy economy is vital to making Saint Paul the most livable city in America. A healthy economy is one where all residents, regardless of race, gender, disability, or socioeconomic background, have an equitable opportunity to win contracts, secure job opportunities, and find affordable housing in the City. Equity criteria seeks to award points to developers who demonstrate credible, concrete plans to foster equitable economic opportunity to low-income, minority and female residents, and to persons with disabilities in and around the City of Saint Paul. To understand what resources are available to assist developers in achieving equity goals and scoring points on the equity section, developers may consult the [City of Saint Paul's Community Partners webpage](#).

Contracting & Workforce Equity

- A. Proposals will be awarded points for providing written evidence that the Developer has successfully completed or is participating in **training or educational programs designed for emerging real estate developers**. An emerging real estate developer is an individual or group who has led the coordination of site acquisition and planning, financing, construction, and contract negotiation for fewer than five (5) real estate development projects and who faces challenges accessing real estate development loan products from mainstream financial institutions. Programs may include, but are not limited to, the City of Saint Paul's Emerging and BIPOC Developer Training Initiative, LISC Twin Cities' Developers of Color initiative, and the City of Minneapolis's Developer Technical Assistance Program.

(10 points)

- B. Proposals will be awarded points for working with local **Community Development Financial Institutions (CDFI)** that provide capital funds to applicant-borrowers who face barriers to securing funding in the conventional marketplace. Written evidence of working relationship required. A list of certified CDFI's is available at <https://www.cdfifund.gov/Pages/FAQ.aspx>.

(5 points)

- C. Proposals will be awarded points for including a commitment and plan to work with **business development agencies** that focus on serving local [Section 3, Central Certification Program \(CERT\)](#)-certified, Targeted Group Business (TGB), and/or Disadvantaged Business Enterprise (DBE) contractors, to recruit contractors for the project. Written evidence of working relationship required. Several community partners are listed on the City of Saint Paul's website at: <https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development-2>

(5 points)

- D. Proposals will be awarded points for including a commitment and plan to actively recruit workers from training programs that provide **pathways to careers in construction for populations that face barriers** to equal employment opportunity.

(5 points)

- E. Proposals will be awarded points for providing written evidence that the **Developer** fulfills at least one of the following requirements:

- **Is owned by a [Section 3 resident](#), or**
- **Is certified by a local jurisdiction such as the [Central Certification \(CERT\) Program](#) as a CERT business**

(10 points)

- F. Proposals will be awarded points for providing written evidence that the Developer's **general contractor** fulfills at least one of the following requirements:

- **Is owned by a [Section 3 resident](#), or**
- **Is certified by a local jurisdiction such as the [Central Certification \(CERT\) Program](#) as a CERT business**

(10 points)

- G. Proposals will be awarded points for providing written evidence that the Developer's **marketing agent** fulfills at least one of the following requirements:

- **Is owned by a [Section 3 resident](#), or**
- **Is certified by a local jurisdiction such as the [Central Certification \(CERT\) Program](#) as a CERT business**

(10 points)

- H. Proposals will be awarded points for recruiting **workers from the local neighborhood or neighborhoods adjacent to the project.**

(5 points)

Housing Equity

Proposals may be awarded points for providing equitable housing opportunities in any of the following ways:

- A. Committing to provide housing to households below **70% of area median income (AMI)** (10 points); or
- B. Committing to provide housing to households below **60% AMI**. If an RFP respondent agrees to provide housing to one or more households below 60% AMI and if a homebuyer below 60% AMI needs

affordability gap assistance in excess of Program resources, the RFP respondent will be responsible for ensuring that the end-buyer obtains adequate financing for the purchase of the property. (15 points)

- C. Committing to provide housing to a **First-Generation Buyer**. A First-Generation Buyer is someone: 1. Who does not currently, nor have they previously owned a home; and 2. Whose parent(s)/legal guardian(s) do not currently, nor have they previously owned a home in the Buyer's lifetime; and 3. Whose spouse, if married, does not currently own a home and has not previously owned a home; or 4. Who was in foster care.

(10 points)

- D. Proposals will be awarded points for developing one or more **properties with more than one unit** (e.g., a duplex or single-family home with an ADU), or **one or more housing units with four or more bedrooms**, or both.

(15 points)

- E. Proposals will be awarded points for agreeing to sell a home with more than one primary unit, or a home with a primary unit and an ADU, to a homebuyer household that agrees to **restrict the income of the occupant of the second primary unit or ADU to under 60% of AMI for at least 10 years**.

(10 points)

Sustainability and Design

(10 points)

Proposals will be awarded for **innovative use of building materials or design** depending upon the extent to which the project will achieve one or more of the following objectives from the City of Saint Paul 2040 Comprehensive Plan:

- Policy H-8. Encourage creativity in building design and site layout.
- Policy H-9. Encourage the use of universal design elements to make housing accessible for all residents.
- Policy H-10. Encourage the use of energy efficient mechanical systems and building products in rehabilitation and new construction to decrease building operation costs and impacts on the environment.
- Policy H-12. Demonstrate the effectiveness of new construction technologies or techniques, such as passive building standards, that push the boundaries of energy efficiency in housing.
- Policy H-14. Encourage the use of low-impact landscaping, such as no-mow yards, native landscaping and rain gardens, to reduce the consumption of natural resources in yard maintenance and encourage the use of yards as carbon sinks.

Attachments to the Application Guide and Instructions

- A. 2022 RFP Property List
- B. The Developer Application
- C. Inspiring Communities Homeownership Program Manual
- D. Vendor Outreach Program information
- E. Affirmative Action Program information
- F. Insurance requirements
- G. HUD Section 3 information

2022 INSPIRING COMMUNITIES RFP PROPERTY LIST

All are vacant lots

PIN	ADDRESS	NEIGHBORHOOD	LOT DIMENSIONS	SQUARE FOOTAGE	ZONING	ACQUISITION PRICE	MINIMUM DENSITY	ENCOURAGED DENSITY
322922220001	717 Desoto Street	Railroad Island	50X53	2650	RT1	\$19,500.00	1 UNIT	1 UNIT
252923410037	186 Front Avenue	North End	31X100	3100	RT1	\$16,000.00	1 UNIT	1 UNIT
282922320020	899 Sims Avenue	Payne-Phalen	25X125	3125	RT1	\$23,000.00	1 UNIT	1 UNIT
282922430141	1068 Ross Avenue	Dayton's Bluff	25X127	3175	RT1	\$22,000.00	1 UNIT	1 UNIT
292922340041	729 Burr Street	Payne-Phalen	40X90	3600	RT1	\$26,000.00	1 UNIT	1 UNIT
282922320063	930 York Avenue	Payne-Phalen	30X125	3750	R4	\$27,500.00	1 UNIT	1 UNIT
282922440022	810 Atlantic Street	Dayton's Bluff	50X90	4500	RT1	\$31,500.00	1 UNIT	2 UNITS*
252923140129	231 Front Avenue	North End	45X100	4500	T2	\$23,500.00	1 UNIT	2-3 UNITS*
292922130031	695 Cook Avenue E	Payne-Phalen	40X120	4800	RT1	\$35,000.00	1 UNIT	2 UNITS*
82822230052	6 George Street W	West Side	50X100	5000	RT1	\$52,000.00	1 UNIT	2 UNITS*
282922440144	1195 Bush Avenue	Dayton's Bluff	40X127	5080	RT1	\$35,500.00	1 UNIT	2 UNITS*
322922240065	560 Brunson Street	Railroad Island	115X115	13225	RT1	\$96,500.00	2 PRIMARY UNITS	3+ UNITS* OR 2 STRUCTURES

See Notes on following page.

Notes to Property List

- *May be multiple primary units, or one or more primary unit(s) with one or more accessory dwelling unit(s) (ADU)
- Copies of soil tests and surveys for each property are available online at www.stpaul.gov/inspiringcommunities; Remediation of any issues revealed by soil tests and surveys must be accounted for in applicants' proposed project timeline and budget.
- Lot dimensions and square footage are not exact.
- Zoning current as of January 2022. Confirm zoning at <https://www.stpaul.gov/departments/planning-and-economic-development/maps-and-data/maps>

Links to Soil Tests and Surveys

Visit www.stpaul.gov/inspiringcommunities.



SAINT PAUL
PLANNING & ECONOMIC
DEVELOPMENT

Inspiring Communities: Homeownership Development Program

DEVELOPER APPLICATION

**RESPONSES DUE: No later than 5:00 p.m. on FRIDAY,
~~SEPTEMBER 30~~ NOVEMBER 4, 2022**

Submit all materials and questions by email to
maryan.abdi@ci.stpaul.mn.us and cc
nick.boettcher@ci.stpaul.mn.us

Application Submittal Requirements and Checklist

Respondents must adhere to the submission requirements. Failure to comply with the instructions of this RFP will be cause for rejection of the proposal. The HRA reserves the right to seek additional information to clarify responses to this RFP and to reject any or all submittals it deems nonresponsive or incomplete.

Each response must include the following:

- Proposal Summary. Provide one Proposal Summary per Applicant/Respondent (not per address). See attached.
- Business Application. Provide one Business Application per Applicant/Respondent (not per project/address). See attached.
 - Resumes or description of qualifications of each development team member
 - Evidence of financing consistent with Sources and Uses statements
 - Disclosure Affidavit and Statement of Non-Collusion
- Project Application. Provide one Project Application per address. See attached.
 - Conceptual drawings (rough draft form is acceptable)
 - Site plan indicating any proposed changes and siting of structures, as applicable
 - Typical floor plans showing floor area totals, room purpose and layout
 - Sources and uses statement. See attached.
 - Assumption of Risk, Waiver, Covenant Not to Sue, Indemnity and Release of Liability
 - Community Land Trust (CLT) Ground Lease if the project will be part of a CLT

Submit all of the above by the application deadline to maryan.abdi@ci.stpaul.mn.us and cc nick.boettcher@ci.stpaul.mn.us.

PROPOSAL SUMMARY

Housing and Redevelopment Authority of the City of Saint Paul Request for Proposals:
Inspiring Communities Homeownership Development Program

For each property, indicate the required information.

Business/Developer Name: _____

	Property Address	Purchase Price	Value Gap Request
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
9.		\$	\$
10.		\$	\$

For each address included on this Project Summary, attach a Sources and Uses document. Refer to the [Inspiring Communities webpage](#) to download the Sources and Uses document template.

BUSINESS APPLICATION

Complete and submit one Business Application.

1. Business/Developer Name: _____
 Address: _____
 Telephone: _____
 Contact: _____
 E-Mail Address: _____
 Federal Tax ID number: _____

2. List individuals having an interest of ten percent (10%) or more in the business.

Name	Title	Description of Interest	Percentage of Interest

3. The business was established on _____, _____, organized or operating under the laws of the state of _____, as:
- _____ A corporation
 _____ A limited liability company
 _____ A non-profit or charitable institution or corporation
 _____ A social benefit corporation
 _____ A partnership known as _____
 _____ A business association or a joint venture known as _____

4. Number of years in business: _____
5. What was the organization's total revenue in the most recent 12-month accounting period?
 \$_____ 12 month ending: _____ (month/day/year)

6. List the members of the development team and consultants. Insert additional pages as necessary (attach resumes or qualifications of all members of the development team)

Name	Title	Firm	Role

7. The Respondent is (a) (check all that apply):

- a. Community Housing Development Organization ([CHDO](#)) _____
- b. Community-Based Development Organization ([CBDO](#)) _____
- c. [CERT Certified](#) business (check all that apply) ___ MBE ___ WBE ___ SBE ___ ESBE
- d. Owned by a [Section 3 resident](#) _____
- e. Community Development Financial Institution (CDFI) _____

Is the Respondent a [community land trust](#) (CLT), or a nonprofit organization with a [community land trust](#) program?

_____ Yes _____ No

8. Is the Respondent, or any individual having an interest of 10% or more in the Respondent business, an **emerging developer**? An emerging developer is one that, together with its parent and subsidiary organizations, if any, has led the coordination of site acquisition and planning, financing, construction and contract negotiation for fewer than five (5) real estate development projects.

_____ Yes _____ No

9. If you answered No to Question 7, skip to Question 9. If you answered Yes to Question 7, please answer the following:

- a. Have you participated in training or educational programs designed for emerging real estate developers? These programs include the City of Saint Paul's Emerging and BIPOC Developer Training Initiative, LISC Twin Cities' Developers of Color Initiative, the City of Minneapolis's Developer Technical Assistance Program, and Greater Minnesota Housing Fund's Emerging Developer of Color Program.

_____ Yes _____ No

If Yes, which program and when? _____

- b. May we contact you about the City of Saint Paul's Emerging and BIPOC Developer Training Initiative and share your contact information with LISC Twin Cities, the City of Minneapolis's Developer Technical Assistance Program, and Greater Minnesota Housing Fund, and their representatives, so they can send you information about their offerings geared toward emerging developers?

_____ Yes _____ No

10. Do you commit to working with a general contractor that is (a) (check all that apply):
 a. [CERT Certified](#) business (check all that apply)? ___ MBE ___ WBE ___ SBE ___ ESBE
 b. Owned by a [Section 3](#) resident? _____

11. Do you commit to working with a marketing agent (realtor) that is (a) (check all that apply):
 a. [CERT Certified](#) business (check all that apply)? ___ MBE ___ WBE ___ SBE ___ ESBE
 b. Owned by a [Section 3](#) resident? _____

12. Do you commit to working with a local [Community Development Financial Institution \(CDFI\)](#) that provides capital funds to applicant-borrowers who face barriers to securing funding in the conventional marketplace?

_____ Yes _____ No

If yes, please describe: _____

13. Do you commit and plan to recruit workers from training programs that provide **pathways to careers in construction for populations that face barriers** to equal employment opportunity?

_____ Yes _____ No

If yes, please describe: _____

14. Do you commit and plan to recruit **workers from the local neighborhood or neighborhoods adjacent to** the project location(s)?

_____ Yes _____ No

If yes, please describe: _____

15. On a separate page or pages, please provide the following information:
- a. Description of the Respondent's real estate development and other relevant experience.
 - b. List of similar projects, if any, completed by the Respondent within the past five years.
 - c. A narrative overview of the financial structure of the projects proposed. Identify:
 - i. Sources of equity investment, if any.
 - ii. Sources and terms of lender or other financing, including construction and permanent gap financing.
 - iii. If in process of obtaining financing, please describe your plan for obtaining financing and past successes and challenges with accessing credit and capital, particularly from mainstream financial institutions.
 - d. Description of marketing strategy or plan.
 - e. Additional comments.

Respondent's/Applicant's Certification

By signing below, I/we certify that:

1. The information contained herein and attached hereto is true and correct to the best of my/our knowledge and belief.

2. I/we understand that real estate development carries significant financial risk. I/we understand that I am/we are not guaranteed a profit, and I/we may experience a loss, even if this application is successful, I/we fulfill all duties for which I am/we are responsible under its resulting agreement(s) with the HRA and/or City of Saint Paul, and I/we receive all amounts owed to me/us by the City and/or HRA thereunder.

Respondent/Applicant

_____ Signature	_____ Title	_____ Date
_____ Signature	_____ Title	_____ Date

DISCLOSURE AFFIDAVIT AND STATEMENT OF NON-COLLUSION

Complete and submit one Disclosure Affidavit and Statement of Non-Collusion.

1. PRINCIPAL INFORMATION

This affidavit must be completed by an authorized person or persons on behalf of the business or non-profit entity (“Business”) submitting the proposal.

If the Business is a for-profit, investors, officers, and principal members having an interest of ten (10%) or more of the corporation must submit individual copies of this affidavit. If the Business is a non-profit, the executive director must provide an individual submission.

Business Name	
Business Address	
Individual Name	
Phone Number	
Email Address	

2. PRINCIPAL DISCLOSURES

Check the boxes below regarding each individual and/or business listed above. For each item listed below answered in the affirmative, please provide a full explanation including, as appropriate, (1) date, (2) charge or claim, (3) place, (4) court and case number, (5) current status of case, and (6) outcome of case. Attach documentation as necessary.

- a. Business/Individual is a party in a current or pending lawsuit.
__YES __NO
- b. Business /Individual is the subject of a judgment or has a conviction or pending case for criminal or civil fraud or bribery.
__YES __NO
- c. Business /Individual has a conviction or pending case for arson.
__YES __NO
- d. Business /Individual has been indicted for or convicted of any felony within the past 10 years.
__YES __NO
- e. Business /Individual has been a debtor in a bankruptcy proceeding, either voluntary or involuntary, within the past 10 years.
__YES __NO
- f. Business /Individual has unpaid delinquent taxes, municipal liens, and/or outstanding civil money judgments.
__YES __NO

- g. Business /Individual has been declared in default of a loan or failed to complete a development project.
__YES __NO
- h. Is the Business in good standing with the Minnesota Office of the Secretary of State?
__YES __NO
- i. Is the Business /Individual subject to any defaults, liens, or judgments?
__YES __NO
- j. Has the organization lost any funding due to compliance issues, misuse, or fraud in the last five years?
__YES __NO
- k. Has the Business /Individual failed to complete or currently in violation of a development agreement or other agreement involving the City of Saint Paul or the Housing and Redevelopment Authority of the City of Saint Paul?
__YES __NO
- l. Has the Business /Individual previously been involved in a lawsuit with the City of Saint Paul or the Housing and Redevelopment Authority of the City of Saint Paul?
__YES __NO
- m. Does the Business /Individual own property that is currently subject to multiple housing code violations or prompted three or more police calls within the last year?
__YES __NO
- n. Has the Business /Individual failed to obtain a required permit for work performed in the City of Saint Paul?
__YES __NO

Statement of Non-Collusion

The Individual signing this affidavit, on his/her own behalf or on the Business's/Respondent's behalf, as applicable, swears or affirms that:

1. He or she is fully informed respecting the preparation and contents of the subject proposal.
2. The proposal is genuine and is not a collusive or sham offer, nor does the Business/Individual, as applicable, intend to hold said property as a "speculative" investment.
3. The price or prices quoted in this offer are fair and proper and this Business/Individual or any of its officers, partners, agents, representatives, owners, or employees, as applicable, has not in any manner sought to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City, or any person interested in the proposed contract and/or redevelopment.

I swear or affirm, on my own behalf or on the Business's/Respondent's behalf, as applicable, that the information contained in this Disclosure Affidavit is true and correct to the best of my/our knowledge and belief. I further acknowledge that the statements made in this Disclosure Affidavit are material and will be relied upon by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, in determining what action to take on this proposal.

I understand that I may be required to acknowledge before a notary public that my signature below is genuine.

Signature	Title	Date

PROJECT APPLICATION

Complete one form for each address.

Property Address: _____

Developer: _____

1. Proposed project description: Building square footage, size and type of property, description of buildings-materials, scope of work description, etc. To the extent available, attach conceptual drawings including site plan, elevations and floor plans if new construction or major redesign of the floor plan.

2. Which maximum income limit will apply to this project? Select one.

The Qualified Homebuyer must have a household income that at the time of initial occupancy does not exceed:

80% AMI.

70% AMI.

60% AMI.

3. Will sale be limited to a First-Generation Buyer? A First-Generation Buyer is someone: 1. Who does not currently, nor have they previously owned a home; and 2. Whose parent(s)/legal guardian(s) do not currently, nor have they previously owned a home in the Buyer's lifetime; and 3. Whose spouse, if married, does not currently own a home and has not previously owned a home; or 4. Who was in foster care.

Yes. No.

4. While **the property must be owner-occupied, it may also contain a rental unit**. If your project will contain a rental unit or units in addition to the owner-occupied unit or units, will occupancy of the rental unit or units be restricted based on household income?

Yes, there will be at least one income-restricted rental unit on the property.

No, there are no rental units, or there will be no income restrictions on the rental unit(s).

If yes, please describe the number of income-restricted units, eligible income level (e.g., 60% AMI), length of income restriction (e.g., 10 years) and proposed method of enforcement.

5. Is the Respondent partnering with a community land trust (CLT) on this project? If yes, identify the CLT partner. If no, skip to the next question.

Partner CLT Name: _____
 Address: _____
 Telephone: _____
 Contact: _____
 E-Mail Address: _____
 Federal Tax ID number: _____

The CLT partner is certified as a (check all that apply):

- a. Community Housing Development Organization ([CHDO](#)) _____
 b. Community-Based Development Organization ([CBDO](#)) _____
 c. [Section 3](#) organization _____
 d. [CERT Certified](#) business (check all that apply) ___ MBE ___ WBE ___ SBE ___ ESBE
 e. Community Development Financial Institution (CDFI) _____

6. State specific reasons why the use of HRA assistance is necessary for the project

7. Provide justification for the expected sales price to end buyer. Attach supporting material.

8. Submit a Sources and Uses statement for the subject address. (See form on the [Inspiring Communities webpage](#).)

9. Project completion schedule:

- 12 Months or less
- More than 12 months
 - Time required: _____

10. Additional Comments:

The information contained herein is true and correct to the best of my/our knowledge and belief.

Signature	Title	Date
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ASSUMPTION OF RISK, WAIVER, COVENANT NOT TO SUE, INDEMNITY AND RELEASE OF LIABILITY

Street address of _____ **Saint Paul, MN ("Real Property")**

In consideration of being allowed to enter onto the Real Property for viewing and/or soil testing that is owned by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") or the City of Saint Paul, the undersigned:

1. Acknowledges and fully understands that entry onto the Real Property involves a risk of injury to person and property, and that there may be other risks not known or not reasonably foreseeable at this time.
2. Acknowledges that it is the undersigned's sole responsibility to be properly insured and/or pay all medical costs, expenses and damages of any kind in the event of an injury or damage to person or property and to ensure its customers, contractors, subcontractors, agents, invitees and/or employees are also insured and/or will pay all medical costs, expenses and damages of any kind in the event of an injury or damage to person or property, and that evidence of such insurance will be given to the HRA upon the execution of this document with such limits and coverages as the HRA agrees to.
3. Assumes all the foregoing risks and accepts full and sole responsibility for the damages following such injury, whether caused by the undersigned, its customers, contractors, subcontractors, agents, invitees and/or employees.
4. Releases, waives, discharges and covenants not to sue the City of Saint Paul, Minnesota, and the HRA, and their respective representatives, officials, attorneys and employees (collectively the "Releasees") from all liability, claims, demands, losses and damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the Releasees arising from or related to the entry upon and use of the Real Property by the undersigned and its customers, contractors, subcontractors, agents, invitees and employees.
5. Agrees to indemnify, defend and hold harmless the Releasees from any loss, liability and damages including attorney's fees that they may incur due to third person claims arising from or related to the entry upon and use of the Real Property by the undersigned and its customers, contractors, subcontractors, agents, invitees and employees and to provide liability and property insurance to cover this obligation with such limits and coverages as the HRA agrees to.
6. Agrees to repair at the undersigned's sole expense any damage caused to the Real Property by the undersigned and its customers, contractors, subcontractors, agents, invitees and employees.
7. Agrees that the HRA may revoke this entry and use in its sole discretion at any time.
8. A facsimile or electronic signature on this document is as effective as an original signature.

The undersigned has read the above document, and understands that substantial legal rights are given up by signing it and does sign it voluntarily.

(Print name and address) _____
Signature Date: _____, 202__

Approval to enter upon Real Property given by _____
(HRA Project Manager) Date: _____, 202__