



NOTICE AND AGENDA

November 16, 2022

A REGULAR MEETING OF THE MINNEAPOLIS PUBLIC HOUSING AUTHORITY IN AND FOR THE CITY OF MINNEAPOLIS WILL BE HELD AT 1:30 P.M. AT 1001 WASHINGTON AVENUE NORTH, MINNEAPOLIS, MINNESOTA

The Executive Committee of the MPHA Board of Commissioners will meet at 12:00 Noon, same date and place

The Resident Advisory Board will meet at 12:00 Noon, same date and place

Commissioners: **Tom Hoch, Chair**
 Andrea Brennan, Vice-Chair
 Mikkel Beckmen, Secretary
 Abdullahi Isse, Commissioner
 Cara Letofsky, Commissioner
 Tamir Mohamud, Commissioner
 Hon. James Rosenbaum, Commissioner
 Tessa Wetjen, Commissioner
 Faith Xiong, Commissioner

GENERAL:

- Roll Call
- Approval of Agenda
- Minutes of a Regular Meeting of October 26, 2022

CHAIR'S UPDATE

RESIDENT ADVISORY BOARD – RAB Chairperson Comments

DISCUSSION:

1. Electrical Systems Replacement at two High-rises (Laura Dykema, Director of Planning & Development)

RESOLUTION:

2. Approval of MPHA 2023 Moving to Work (MTW) Annual Plan (Rachel Almburg, Assistant Director, Policy & Strategic Initiatives)



3. Approval of MPHA 2023 Statement of Policy Changes (Mary Boler, Director of Operations)

RECEIVE AND FILE:

- Executive Director's Report/Update
- Monthly Performance Report for October 2022
- Newsletter and News Clippings
- HCV Update – Reporting on Project-Based Voucher Awards

Next Regular Meeting:

**Wednesday, December 21, 2022 - 1:30p.m.
1001 Washington Avenue North
Minneapolis, MN 55401**

Notice: A portion of this meeting may be closed to the public pursuant to Minnesota Statutes Section 13D.03 or 13D.05.



**MINUTES OF A REGULAR MEETING OF THE
MINNEAPOLIS PUBLIC HOUSING AUTHORITY
IN AND FOR THE CITY OF MINNEAPOLIS
October 26, 2022**

The Minneapolis Public Housing Authority in and for the City of Minneapolis met in a regularly scheduled meeting at 1:37 p.m. on October 26, 2022, at 1001 Washington Avenue North, Minneapolis, Minnesota, the date, time, and place established for the holding of such meeting.

Roll Call:

The Chair called the meeting to order, the following members of the Board being present:

Tom Hoch	Chair
Andrea Brennan	Vice Chair
Abdullahi Isse	Commissioner
Cara Letofsky	Commissioner
Tamir Mohamud	Commissioner
Hon. James Rosenbaum	Commissioner
Tessa Wetjen	Commissioner
Faith Xiong	Commissioner

The following members of the Board were absent:

Mikkel Beckmen	Secretary
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The following others were also present:

Abdi Warsame	Executive Director / CEO
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The Chair declared the presence of a quorum.

Approval of Agenda:

Commissioner Rosenbaum moved approval of the proposed agenda. The motion was seconded by Commissioner Mohamud. Upon a voice vote, the Chair declared the motion carried.

Approval of Minutes:

The Minutes of a Special Meeting of September 28, 2022, were presented for approval. Commissioner Letofsky moved to make a clarification to her amendment made during the approval of the proposed agenda at the September 28, 2022 meeting; the amendment should read "Commissioner Letofsky moved to amend the proposed agenda by deleting the closed session (Executive Director's



Evaluation) and open discussion (Executive Director's Evaluation) as *the board previously discussed and concurred with the Executive Directors/CEO's evaluation at its previous meeting. . .*" A motion to accept the wording clarification to the minutes of September 28, 2022, was seconded by Commissioner Mohamud. Upon a voice vote, the Chair declared the motion carried. The Chair asked for a motion to approve the amended minutes of September 28, 2022. Commissioner Letofsky moved to approve the amended minutes and was seconded by Commissioner Mohamud. Upon a voice vote, the Chair declared the motion carried.

Resident Advisory Board (RAB)

RAB Chair Lisa Anderson reported there was a quorum. The PRI Wan Internet Contract was discussed and passed. The Security Update presented by staff was discussed. The MTW public comments presented by staff was discussed. The receive and file items were discussed and filed. The RAB items were not presented as they ran out of time.

Item No. 1: PRI Wan Internet Contract

After a brief presentation by staff and discussion, Commissioner Wetjen moved approval of the recommendation set forth in the Report. Commissioner Brennan seconded the motion. Upon a voice vote, the Chair declared the motion carried. [See Document No. 2022-45]

Security Presentation:

Mary Boler, Director of Operations and Heidi Buegler, Manager of Security presented a comprehensive security report which describes (2021-2022) daily criminal activities in Minneapolis. The report's statistics centered around a quarter-mile of MPHA public housing high rises. The report summarized *"MPHA and its residents and staff are facing extreme increase in security issues at its properties due to a combination of public safety issues within our community; increased in the number of persons we house that have serious life challenges who are not provided the support services they need (from outside resources; and staff turnover) combination of market forces and circumstances in which we work."* [See Document No. 2022-46]

MTW & Statement of Policy Public Comments:

Mary Boler, Director of Operations presented and discussed the highlights of the "2023 MTW & SOP public comments". [See Document No. 2022-47]

Receive and File Items:

The following items were received and filed by the Board:

- Executive Director's Report/Update [See Document 2022-48]
- The Monthly Performance Report for September 2022. [See Document No. 2022-49]
- Community Update Newsletter [Document No. 2022-50]
- HCV Update – Reporting on Project-Based Voucher Awards [See Document No. 2022-51]
- September's MTW Annual Plan Update Presentation to Board [See Document No. 2022-52]



Chair Hoch - Executive Committee Meeting:

The following items were discussed at today's committee meeting:

- Update on Heritage Park and the great work staff is doing negotiating a resolution
- Revisited the process for evaluating the Executive Director

Adjournment:

There being no further business to come before the board, the Chair adjourned the meeting at 3:03 p.m.

Secretary of the Board of Commissioners

Date These Minutes Approved



November 16, 2022

Agenda Item 1

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director / CEO

SUBJECT: Electrical Systems Replacement at Two High-rises

Previous Directives: The Board has previously approved the Capital Fund Program (CFP) Plan for FY 2022 as part of the Agency's 2022 Moving to Work (MTW) Annual Plan.

Resident Council Review/Recommendation: This Report will be discussed with the Resident Advisory Board (RAB) immediately prior to the Board's November 16, 2022 meeting.

Budget Impact: These expenditures will be charged to the Capital Fund Program.

Affirmative Action Compliance: The contractor has signed an Equal Employment Opportunity / Affirmative Action Policy statement. Additionally, the contractor intends to utilize certified W/MBE vendors for portions of the work. MPHA will monitor compliance.

Procurement Review: This Report has been reviewed and approved by the Agency's Contracting Officer.

RECOMMENDATION: It is recommended that the Board of Commissioners authorize the Executive Director or his designee to execute contracts and all related documents with AID Electric for electrical systems replacement at 1920 Fourth Avenue South and 1515 Park Avenue South, in the amounts of \$836,901 and \$1,057,167, respectively.

The two high-rises located at 1920 4th Avenue South and 1515 Park Avenue South have original main electrical switchgear and subpanels that are obsolete and have a potential for failure due to the age, condition, and manufacturer of the equipment. Further, the existing generators at these sites are also original to the buildings and have not been reliable during power outages. Replacing these electrical components will ensure safety for building occupants and minimize resident discomfort during power outages.

On September 16, 2022, an invitation for bids for both buildings was publicly advertised with a bid due date of October 13, 2022. The following bids were received for each site:

1920 Fourth Avenue South

Aid Electric	\$836,901
Gunnar Electric	\$882,500

1515 Park Avenue South

Aid Electric	\$1,057,167
Gunnar Electric	\$1,126,260

The low bidder for both sites, Aid Electric, has successfully completed several similar projects and MPHA staff is confident they will perform well on these projects.

This Report was prepared by Laura Dykema, Director of Planning & Development. For further information, please contact Ms. Dykema at (612) 342-1428 or ldykema@mplspha.org.



November 16, 2022

Agenda Item 2

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director / CEO

SUBJECT: Approval of 2023 Moving to Work (MTW) Annual Plan

Previous Directives: On January 6, 2008, MPHA signed a Moving to Work (MTW) Agreement with the US Department of Housing and Urban Development (HUD) making Minneapolis Public Housing Authority (MPHA) a full-status MTW agency. This status requires MPHA to create an Annual MTW Plan. On July 6, 2008, the board approved MPHA's first MTW Annual Plan. As required by the MTW Agreement, the board must approve and submit to HUD a new MTW Annual plan each year.

Resident Notification: The Resident Advisory Board (RAB) will review and act on its recommendations to the board regarding the 2023 MTW Annual Plan prior to the November 16, 2022 board meeting.

Impact of Budget: The MTW Annual Plan identifies how MPHA resources will be spent but does not itself have a budgetary impact.

Recommendation: It is recommended that the Board of Commissioners adopt a resolution approving the MPHA FY 2023 MTW Annual Plan and submit to HUD pursuant to the requirements of the MTW Agreement.

The Moving to Work (MTW) was enacted by Congress in 1996, this status allows MPHA to try things that regular HUD regulations do not allow. This flexibility allows housing authorities to serve residents better within three statutory objectives: (1) Achieve greater cost effectiveness in Federal expenditures; (2) Give incentives for households to become economically self-sufficient; and (3) Increase housing choices for low-income families.

As required by HUD, MPHA updates its Moving to Work Plan on an annual basis, posts a draft of the Annual Plan for 30-day comment period, holds a public hearing, and allows at least 15 days between the public hearing and board approval. MPHA strives to exceed these requirements for public process by hosting three information sessions. This year, MPHA published the draft MTW Annual Plan on September 7, 2022. The draft plan was available on MPHA's website and

upon request at the central office. The comment period was open until midnight of October 7, 2022.

Proposed New Activities of the MPHA 2023 MTW Plan:

The agency did not propose any new initiatives for this year.

Other Notable MTW-specific Updates:

Prior to the draft plan's release, MPHA placed advance notice of the draft plan and public hearing, in English and Somali, to all high-rise and Glendale residents in mid-August. In addition, the notice ran in the *Star Tribune* and *Finance & Commerce*. In September, all public housing residents received an insert in their rent statement reminding them of the event. Also, MPHA mailed this notice to a random selection of 500 households with House Choice Vouchers. The notices included information on how and where to obtain the draft; dates and times of the upcoming public meetings and public hearing; options to provide comments by mail or email, along with the deadline for comments; and a method for requesting language or other accommodations for these touchpoints. MPHA also created a 10 minute online narrated video posted to YouTube, summarizing the plan. This informational video could be viewed by any resident or member of the public at their convenience.

MPHA's Board of Commissioners received a staff presentation at its August, September, and October meetings. At these meetings staff provided a review of what MTW status means for the agency, a timeline for resident engagement, the plans components, and the feedback received from residents through the public comment process.

The MPHA Resident Advisory Board (RAB) convened a meeting to review and update their priorities in August. At their September meeting RAB approved the language for the updates. The 2023 priorities are included in the plan as Appendix B.

The MPHA had robust engagements with MPHA residents, the public and other interested parties. The MPHA hosted three information meetings; two in person events and one event held online via Zoom. Each information meeting was an opportunity to share information about MPHA, including the mission, vision, and strategies, MTW budget, information about major repairs in 2023, and development activities. The MPHA provided more than an hour at each meeting for residents to ask questions, get answers, and provide comments. At all meetings, the MPHA offered simultaneous interpretation in accordance with MPHA's Limited English Proficiency Plan. For the virtual meeting, participants could listen and/or comment via computer, smartphone, or by calling in on a telephone line. The MPHA provided interpreters through a set of special conference call lines. The MPHA received no formal advance request for interpretation but provided these languages in anticipation of possible need.

The MPHA held information meetings on:

- September 7, 2022 3:00-5:00 p.m., Cora McCorvey Center (1015 4th Avenue North)
- September 8, 2022 9:00-11:00 p.m., Horn Towers (3121 Pillsbury Avenue South)
- September 8, 2022 5:30-7:30 p.m., Zoom (<https://us06web.zoom.us/j/83553222911>)

With the public hearing taking place on September 28, 2022 at 1pm the Cora McCorvey Center. Board Resolution No. 22-226 and the final 2023 MTW Annual Plan are attached to this report.

This Report was prepared by Rachel Almburg, Assistant Director of Housing Policy & Strategic Initiatives. All questions can be directed to MTW@MPLSpha.org.

Resolution No. 22-226

WHEREAS, the Minneapolis Public Housing Authority in and for the City of Minneapolis (MPHA) signed a Moving to Work (MTW) Agreement with the U.S. Department of Housing and Urban Development (HUD) on January 6, 2008, making MPHA a full-status MTW Agency; and

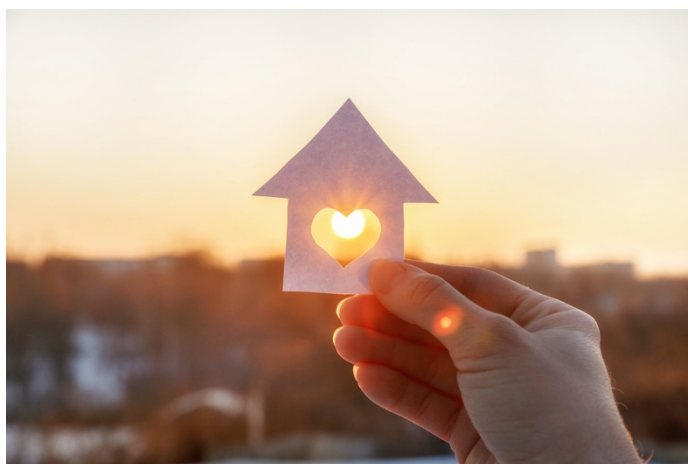
WHEREAS, the full-status MTW Agreement requires MPHA to create an annual MTW Plan; and

WHEREAS, in compliance with the MTW Agreement, the draft plan was available for public comment between September 7 and October 7, MPHA held a public hearing, and not less than 15 days elapsed between the public hearing and board approval; and

WHEREAS, the MPHA is required to submit the MTW Annual Plan in its required form at least by October 15, 2022 unless an extension is granted. This year MPHA was allowed to extend this deadline to November 18, 2022.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the MPHA that the 2023 MTW Annual Plan is approved and that the Executive Director/CEO is authorized to make any necessary or recommended changes and submit it to HUD for approval as required.

MOVING TO WORK ANNUAL PLAN 2023



Fiscal Year January 1 – December 31, 2023

Approved by the MPHA Board of Commissioners:

Submitted to HUD:

Revised and submitted to HUD:

EQUAL HOUSING OPPORTUNITY – EQUAL EMPLOYMENT OPPORTUNITY



MINNEAPOLIS PUBLIC HOUSING AUTHORITY BOARD OF COMMISSIONERS

Tom Hoch, Chair
Andrea Brennan, Vice-Chair
Mikkel Beckmen, Commissioner
Abdullahi Isse, Resident Commissioner
Cara Letofsky, Commissioner
Tamir Mohamud, Resident Commissioner
Hon. James Rosenbaum, Commissioner
Tessa Wetjen, Commissioner
Faith Xiong, Commissioner
Abdi Warsame, Executive Director/CEO

MISSION STATEMENT

To promote and deliver quality, well-managed homes to a diverse low-income population and, with partners, contribute to the well-being of the individuals, families and community we serve.



ABOUT THE MOVING TO WORK PROGRAM

In 1996, Congress created the Moving to Work (MTW) Demonstration Program. The program allows designated housing authorities to design and test innovative, locally designed strategies for providing low-income families with affordable housing. MTW allows the agency to waive most HUD regulations if it is pursuing one of three statutory objectives: (1) increasing housing choices, (2) creating opportunities for families with children to become self-sufficient, and (3) increasing cost effectiveness of the agency. An MTW agency may also move funds as needed among its programs, within certain guidelines, to best meet local needs.

The U.S. Department of Housing and Urban Development (HUD) has granted MTW status to 109 agencies nationwide. MTW status does not increase funding from HUD and, despite its name, it does not impose work requirements on residents. However, it gives MPHA additional flexibility to weather federal funding volatility and to design programs that allow us to better serve our Minneapolis community.

Each year, MTW agencies such as MPHA must prepare two documents for HUD. In the fall, MPHA submits an MTW Annual Plan in which MPHA describes the ways we intend to exercise our MTW flexibilities in the coming year. This annual plan includes a detailed look at the programs, operations, and major capital investments of the housing authority, as well as any new MTW initiatives MPHA proposes to pursue. Each spring, MPHA submits an MTW Annual Report, which assesses our progress with respect to our goals over the prior year, summarizes our operating information, and provides updates on previously authorized MTW activities. The components of both documents are prescribed by HUD.

For more information, contact: MPHA staff at (MTW@mplspha.org)

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www.MPHAOnline.org

MPHA 2023 MTW Annual Plan

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INTRODUCTION/OVERVIEW

A time for reflection and discovery

MPHA's long-term trajectory follows two board-approved documents. First, the *Strategic Vision and Capital Plan* commits MPHA to a 20-year vision to preserve our public housing portfolio and elevate the families we serve today and tomorrow. Our *Guiding Principles for Redevelopment and Capital Investments* affirm that in our efforts to preserve our essential housing infrastructure, people will always come first.

This dedication to the individuals who live within our community keeps the agency committed to leveraging resources to provide quality services. As we draft the Moving to Work plan for 2023, MPHA is undergoing a Strategic Planning process. Our approach, guided by The Bronner Group, LLC has an intentional focus on collaboration and inclusivity. Engagement with staff, residents, city, and county stakeholders have helped us complete a current state assessment. Understanding the dynamics, needs and priorities of these groups will assist MPHA in following a purpose-driven approach to developing agency priorities.



These last two years have been marked by difficulty and triumph. Though our world was turned upside down with COVID-19, it didn't take long for our team to adapt to navigate the uncharted territory. Our teams maintained resident services, prioritized resident and team member safety, and distributed masks in the agency's high-rises. And as COVID-19 vaccines became available, we worked with community partners to bring vaccine and booster clinics to MPHA residents.

Despite these shared challenges and uncertainties, the MPHA team's commitment to residents and voucher-holders has never wavered. MPHA remained resilient in meeting the changing needs of our residents. In Spring 2021, the COVID Relief fund application opened to support households in getting their past due rent paid. While many of our residents qualified for the RentHelpMN program, a very small percentage were able to navigate the application process on their own. By dedicating staff to conduct outreach, MPHA was able to provide technical support to make submission of an application tangible for our residents. Through this process over \$3.5 million was received to keep residents in their homes. In this process, MPHA was

reminded of the persistent trauma that exists from being housing insecure. This resulted in MPHA creating a full-time role to focus on housing stability to continue to coordinate resources for those who need it.

Our team has accomplished great work, built a solid foundation and we take the time to reflect and plan for the opportunities that lie ahead for innovation, collaboration, and partnerships that will make a lasting impact for our community.



NOTABLE MTW-SPECIFIC UPDATES

As an MTW housing authority, MPHA may waive certain federal regulations to meet local needs and better serve our Minneapolis community. In this 2023 Annual Plan, MPHA is not proposing any new initiatives nor major modifications to existing activities.

The agency's overall activities during the year align under the three pillars of our *Strategic Vision and Capital Plan*: Housing Preservation and Creation; Education, Employment, and Health; and Operational Excellence. We explore them in more detail below.



HOUSING PRESERVATION AND CREATION

Historically, federal capital funds meet about 10 percent of the capital needs of MPHA's public housing portfolio. Throughout our history, MPHA has maintained our public housing to high standards despite persistent funding challenges. We intend to continue this strong tradition by leveraging every program and funding source available to us, in combination with federal funds, and consistent with our mission to provide housing for the city's lowest-income households.

Any MPHA development activity must satisfy our board-approved *Guiding Principles for Redevelopment and Capital Investments*. MPHA residents and community stakeholders shall have a clear understanding of our path, and comfort that resident rights are protected along the way. As a further layer of protection, a Memorandum of Understanding (MOU) between the city and MPHA expresses our shared commitment to investing in public housing, long-term public control, and protecting the rights of every resident.

Notable developments related to *Housing Preservation and Creation* include:

Completing the Elliot Twins Renovation: In late 2021, MPHA concluded the comprehensive rehabilitation and expansion of the Elliot Twins. In June 2020, MPHA converted the 174 units to project-based voucher subsidy under the Rental Assistance Demonstration (RAD) program, and the renovations added another 10 fully accessible units. The RAD conversion permitted MPHA to access state housing bonds and Low-Income Housing Tax Credits to undertake this \$27 million renovation—the largest public housing investment in Minnesota history, three times as large as any ever undertaken by MPHA. In addition to showing the power of these tools to fund major high-rise improvements, the Elliots project demonstrated the commitment and capacity of MPHA to provide temporary housing for residents affected by major construction work, with no permanent displacement. Most residents chose to remain on-site during construction. MPHA continues to manage the property, with long-term affordability protected by a 99-year ground lease.

MPHA's Family Housing Expansion Project: In October 2020, MPHA completed a Section 18 conversion of more than 700 units of family housing (four-plex, duplex, and mostly single-family) across the city, and transferred the ownership of these properties to its wholly controlled non-profit entity, Community Housing Resources (CHR). MPHA closely analyzed this portfolio to identify properties that would be good candidates for redevelopment and adding density. From this analysis MPHA identified 15 sites comprised of 21 units that could be redeveloped and replaced with 78 new PBV units. A sixteenth site acquired from the City of Minneapolis will be developed with six additional units, resulting in a total of 84 new scattered site family units. These new units will be more efficient to operate and improve the livability of the units for tenants. As with the Elliot Twins renovation, the project will access bonds and Low-Income Housing Tax Credits along with other soft

sources to create additional, deeply affordable family housing for our community. MPHA intends to close on the financing and break ground on construction in fall 2022.

Renovation Program for Scattered Site Homes: With additional tenant-protection-voucher funding as a result of a Section 18 conversion, MPHA has been exploring options to leverage additional financing to complete major repairs and renovations to assure our scattered site continues its essential mission. While staff continue to consider financing options for major, portfolio-wide improvements, the agency dedicated approximately \$3M in CHR resources in 2022 to complete renovations such as roof/siding replacement and kitchen/bath rehab in several homes. Jacob Frey, Mayor of the City of Minneapolis, announced in his budget brief on August 15, 2022, that he would invest \$3.7 million in Minneapolis Public Housing, building on previous ARPA investments. These additional resources will assist MPHA in rehabilitation of the scattered site portfolio.

Additional Highrise RAD Applications: Page eleven features' properties where MPHA is considering applications for RAD conversions in 2023, based upon analysis of our portfolio, agency priorities and other considerations. Each application and approval will follow the prescribed disclosures and public and resident engagement process as required by HUD. In mid-2022, MPHA began to engage in a robust process to revisit the agency's Strategic Vision including goals and priorities for other future conversions that will allow for housing preservation and creation. These will be more fully outlined in the agency's future MTW plan(s).

Ongoing Public Housing Capital Improvements: Using the limited federal funds we receive, along with any successful applications for Minnesota Publicly Owned Housing Program grants or other grant awards, we will continue to invest in high-priority repair and modernization projects, including building systems (plumbing, electricity, HVAC), elevators, window replacement, exterior masonry repairs, and fire suppression systems. A more detailed discussion of 2023 capital activities and expenditures is found in Appendix F. Through an ongoing partnership with Franklin Energy and Xcel Energy, MPHA will continue to replace aging appliances with new, energy-efficient, more cost-effective units.

Long-range Planning for Other Sites: As previously noted, MPHA is currently revisiting its Strategic Vision and continues conversations with our community partners and stakeholders around various long-term initiatives to preserve and make optimal use of our assets. This includes stabilizing and converting the subsidies under MTW for units created under the Metropolitan Housing Opportunities Program, as well as a master planning process to realize the long-term vision of the Heritage Park neighborhood and address capital needs of the Heritage Park AMP; how the agency may best utilize its Faircloth authority including potential Faircloth to RAD conversions; and long-term conversations about the Glendale Townhomes, where we are committed to redevelopment to provide modern units for current and additional families access to an opportunity rich neighborhood.

Project-Based Voucher (PBV) Awards: PBVs empower MPHA to: 1) incentivize the creation of new affordable housing to meet demonstrated community needs, and 2) assure that a portion of that housing is not just affordable, but “deeply affordable” to those making below 30 percent of area median income (AMI). MPHA will continue to make well-considered PBV awards under our open request-for-proposals and will celebrate the opening of new developments with our partners in 2023.



EDUCATION, EMPLOYMENT, AND HEALTH

MPHA will continue our initiatives and partnerships devoted to economic opportunity, health, and wellbeing of seniors, working families, and all households we serve. In 2023, we will continue to focus on:

Growth and Learning for *Stable Homes Stable Schools*: *Stable Homes Stable Schools* is a partnership with the City of Minneapolis, Hennepin County, Minneapolis Public Schools, and YMCA of the Twin Cities. MPHA and the city jointly fund rental subsidies for families identified by the schools as experiencing homelessness. The YMCA provides case management services. Parents commit to engagement in their child's education. In 2022, we brought on additional families, and worked with researchers to conduct program assessment. Based on community need and the initial success of the program MPHA looks forward to continuing to strengthen these partnerships to program expansion and serve additional families in 2023.

Expansion of Work by the Highrise Health Alliance: MPHA, the Minneapolis Health Department, Minneapolis Highrise Representative Council (MHRC), and partners from local government and healthcare sectors comprise the Highrise Health Alliance. In 2022, this collaboration brought COVID-19 vaccination and boosters directly to the community. As MPHA high-rise residents experience unmanaged health conditions, with much higher rates of emergency room visits and hospitalizations leveraging resources to better meet their needs has a meaningful impact. In 2023, the alliance will continue to bring together leaders from all sectors (health, mental health, social services, housing) to interpret data, identify priorities, and align services.

Evolution of the Twin Cities Section 3 Collaborative: Under HUD's Section 3 program, MPHA will continue to emphasize training, employment, contracting and other economic opportunities to our residents and other lower-income individuals. MPHA remains a leading participant in the Twin Cities Section 3 Collaborative, working with our regional partners (housing authorities, units of local government) to streamline enrollment and search processes to make it easier for Section 3 qualified people and businesses to connect with opportunities.

Launch of Community Choice (Mobility Demonstration): In May 2021, The U.S. Department of Housing and Urban Development awarded MPHA and the Metropolitan Council's Housing and Redevelopment Authority \$5.2 million under the Housing Choice Voucher Mobility Demonstration Program. The Demonstration builds on recent research that shows growing up in neighborhoods with lower levels of poverty improves children's

academic achievement and long-term chances of success. The program will support MPHA and Metro HRA in addressing barriers to increasing housing choices by offering mobility-related supports. The program will also include a rigorous, independent evaluation with research partner, ABT Associates, to determine the supports most effective in helping families achieve success. The Demonstration will run for a 6-year period. The first year was a planning year with a program launch slated in September 2022.

Creating Book Rich Environments: MPHA became a Book Rich Environment (BRE) in spring of 2022. BRE is a collaborative effort aimed to provide diverse, high-quality books and other literacy tools to children and families assisted by housing authorities. MPHA received 5,000 books and will be using a variety of strategies to get these books into the hands of children in our community.



OPERATIONAL EXCELLENCE

MPHA's nearly 300 employees are the heart of the agency. Investing in the way we do business leads to savings we can apply to our other priorities—and better service to our families and community. In 2023, we anticipate:

Leveraging technology to Increase Efficiency

The COVID-19 pandemic forced MPHA to pivot and move to a remote workforce (central office staff). The IT Department deployed laptops, cellphones, softphones, and other associated technology to allow staff to work from home, which was not previously part of MPHA's normal operations. In the last year, our Central Office Employees have been provided hybrid telework opportunities. Our IT department continues to troubleshoot and find new technology that allows staff to work from home. In January 2021, MPHA completed a software conversion to Yardi Software. This new technology has provided the agency with ways to simplify our business, including online waiting lists and recertifications and conducting mobile workorders and inspections. In 2023, MPHA will continue to expand the use of technology and convert our paper files to electronic document management systems. To increase efficiency and provide a variety of ways for MPHA residents to pay their rent, MPHA will implement a variety of payment processing solutions with the use of Yardi software.

Diving Deep on Agency Culture (including Diversity, Equity, and Inclusion):

MPHA is committed to looking at the role our housing programs play in addressing the historic legacy of structural racism in our community. In 2020 we began intensive work with to look internally at our own agency culture, our diverse and talented workforce, and our areas of strength and weakness. In 2022, we procured and contacted with a new Employee Assistance Program that provides culturally competent providers to meet the needs of our diverse workforce. Budgeting, policy implementation, new business processes and engagement will be examined through the lens of diversity, equity, and inclusion. We will evaluate exit data, and use data to strengthen our recruitment, hiring, onboarding, and training processes.

Exploring New Development Opportunities

Faircloth to RAD (FTR) is a new HUD initiative that authorizes Housing Authorities to create additional affordable housing in their communities. MPHA can build more housing due to its use of Section 18 on the Scattered Sites portfolio. Once the units are built HUD will convert the funding into Project Based Vouchers. Minneapolis Public Housing Authority is exploring the best way to increase the amount of deeply affordable housing in our community. The

agency is exploring how this tool could be best leveraged to reach this goal. In this pursuit, MPHA may use MTW flexibility to fund rents as well as capital costs on new construction and where possible to ease the administrative burdens associated with this effort. This may include MPHA's Project Based Voucher program being leveraged to adjust HAP contract terms above the current FMR. Using MPHA's MTW Single-fund flexibility, the agency is exploring the possibility of allocating voucher funds which initial research suggest would enable MPHA to create two units of Faircloth to RAD affordable housing for each voucher committed to this process.

PROPERTIES FOR WHICH MPHA MAY APPLY FOR HOUSING PRESERVATION PROGRAMS IN 2023

The purpose of this MTW Annual Plan is to forecast for HUD and the public MPHA's possible actions in the short- and long-term. In mid-2022, MPHA began to engage in a robust process to revisit the agency's Strategic Vision including goals and priorities for other future conversions that will allow for housing preservation and creation. In exploring our goals in advance of revisiting the agency's strategic vision, the properties listed below *may be considered* in 2023 or 2024 for repositioning, redevelopment, and/or recapitalization. These activities include federal programs (such as RAD and Section 18), federal/state/local grants, and other opportunities. Future portfolio development and/or redevelopment activities will be more fully outlined in the agency's 2024 plan, after an updated strategic vision is fully adopted.

Development	AMP	Units
Heritage Park – Sumner Phase IA	MN002000008, Heritage Park AMP	60
Heritage Park – Basset Creek	MN002000008, Heritage Park AMP	45
Heritage Park – Sumner II	MN002000008, Heritage Park AMP	57
Heritage Park – Heritage Park III	MN002000008, Heritage Park AMP	38
Lowry Towers	MN002000003, North AMP	193

If RAD is identified as the best way program to meet development needs, as with any RAD conversion, the process must satisfy stringent federal requirements to protect residents, including:

- Residents are not rescreened and do not lose eligibility during a RAD conversion.
- The rent calculation after RAD is 30 percent of adjusted income, as it was before.
- RAD retains essential resident processes and rights, including the grievance process and funding for resident organizations
- In the event of construction requiring temporary relocation, residents have a right to return to the property after work is complete.
- If interim relocation is necessary, residents must have comparable housing throughout the process.

If MPHA determines that RAD or another preservation process is feasible and in the interest of our mission and our community, MPHA will initiate the processes required by HUD for disclosure, notification, and resident engagement prior to any application.

INFORMATION ON THE MPHA BUDGET

The following section contains information on MPHA's 2023 Budget. The budget is a preliminary estimate of the sources and uses expected and relies heavily upon prior year's results. MPHA will complete a process in the Fall of 2022 to analyze operations and costs and consider the latest Congressional appropriations to develop a detailed budget for MPHA's Board of Commissioners to approve in December that will most likely vary from this preliminary estimate.

2023 MTW Budget Summary

	MTW Single Fund				Total MTW Programs
	Public Housing Operations	MTW Housing Choice Vouchers	Capital Fund Program	MTW Initiatives	
Sources					
Tenant Revenue -Rents & Other	17,887,600	-	-	-	17,887,600
Federal - Operating Subsidies & Grants	20,446,300	-	2,015,100	-	22,461,400
Federal - Operating Subsidies & Grants (ARF)	1,337,700	-	-	-	1,337,700
Federal - Section 8 Admin Fee Subsidy	-	3,277,600	-	-	3,277,600
Federal - Section 8 HAP Subsidy	-	57,002,600	-	-	57,002,600
Federal - Capital Grants	-	-	23,197,600	-	23,197,600
City Contribution	375,500	1,552,600	1,000,000	-	2,928,100
Interest Income	48,600	3,600	-	-	52,200
Central Office Fee Revenue	-	-	-	-	-
Property Management Services Revenue	-	-	-	-	-
Other Revenues, Fees, & Grants	732,000	13,687,400	-	-	14,419,400
Total Sources	40,827,700	75,523,800	26,212,700	-	142,564,200
Uses					
Property Management and Program Admin	8,879,500	3,856,200	10,000	287,200	13,032,900
Administration	-	-	-	-	-
Development Administration	-	-	-	-	-
Fees to COCC	5,639,100	1,053,800	2,005,100	-	8,698,000
Tenant Services	988,600	-	-	5,000	993,600
Utilities	7,581,400	-	-	-	7,581,400
Maintenance	13,093,900	5,600	-	-	13,099,500
Protective Services	3,597,700	-	-	-	3,597,700
Insurance & Casualty Loss	2,030,200	38,200	-	-	2,068,400
Other General	2,400,100	-	-	-	2,400,100
Debt Service	1,848,200	-	-	-	1,848,200
Housing Assistance Payments	-	63,484,500	-	-	63,484,500
Capital Improvements & Equipment	350,000	-	25,704,900	-	26,054,900
Total Uses	46,408,700	68,438,300	27,720,000	292,200	142,859,200
Net Operating Sources/(Uses)	(5,581,000)	7,085,500	(1,507,300)	(292,200)	(295,000)
Transfer in/(Out) for MTW Single Fund	5,581,000	(7,380,500)	1,507,300	292,200	-
Transfer in/(Out) for Collection Losses	-	-	-	-	-
Transfer in/(Out) for Stable Homes Stable Schools	-	295,000	-	-	295,000
Net Operating Sources/(Uses) after Transfers	-	-	-	-	-
Estimated Reserves¹ as of Dec. 2022	15,603,300	981,000	-	-	16,584,300
Budgeted Changes in Reserves	-	-	-	-	-
Estimated Reserves¹ as of Dec. 2023	15,603,300	981,000	-	-	16,584,300

¹ Reserves are defined as Unrestricted Net Position

The MTW program provides MPHA financial flexibility to expend HUD public housing operating and capital resources and HCV program resources interchangeably among these programs, rather than limit spending to the program “silos” from which the funds were derived. The combination of the three programs at the local level creates an MTW local block grant that expands our allowable use-of-funds beyond that of non-MTW housing authorities. This gives MPHA the opportunity to design and test innovative, locally designed strategies that use federal dollars more efficiently and provide opportunities for program creativity and innovation.

The MTW Budget presented for 2023 allocates resources to carry out:

- The daily operation and major building rehabilitation activities that are planned for MPHA’s public housing program.
- The administration and housing assistance payments for the HCV program; and
- Innovative, locally designed strategies to meet the mission of MPHA.

Although Congress has not yet passed a funding bill for 2023, MPHA’s 2023 MTW Budget estimates funding levels based on prior year appropriations. MPHA is planning that federal subsidies and grants will remain at the 2022 levels.

The 2023 MTW Budget estimates HUD will provide 100 percent of the Public Housing Operating Subsidy formula. The HCV Program housing assistance payment (HAP) subsidy is anticipated to be funded at 100 percent of the formula amount, and the program administrative fees funded at only 91 percent of the formula amount. The budget also estimates that the public housing Capital Fund award will match the amount awarded to MPHA in 2022 (approximately \$20 million).

The Budget includes Asset Repositioning Funds (ARF) and Demolition/Disposition Transitional Funds (DDTF) that related to MPHA’s scattered sites sale. These sources are provided by HUD when public housing units are approved for disposition out of the PHA’s public housing program portfolio and supplements funding needed for costs associated with the disposition.

The budgeted sources of funds are slightly greater than \$142 million. It is anticipated that \$23 million will come from Capital Fund Grant resources, nearly \$18 million from tenant rents, \$22 million from public housing operating subsidy, and just over \$60 million in Housing Choice Voucher funding. The remaining funding for the activities comes from local sources, interest earnings, and repayment of housing assistance from other housing authorities whose voucher holders rent in Minneapolis.

On the spending side, the 2023 MTW Budget estimates spending at \$142 million. The budget assumes housing assistance to cover 4,503 MTW vouchers on average each month and continues MPHA's rent reform initiative with payment standards increased approximately 8% higher than the 2022 budget. The planned expenditures for major public housing building rehabilitation is \$25.7 million. More detail on this can be found in Appendix F ("Planned Capital Expenditures") of this MTW annual plan.

In response to insufficient HUD funding for the public housing program's building improvements and operations and for the administration of the HCV Program, MPHA estimates it will use its MTW spending flexibility to transfer HCV HAP subsidy to cover these shortfalls for fiscal year 2023 (MPHA's fiscal year is January to December). Additionally, HCV HAP subsidy will be used to fund locally designed MTW Initiatives and program administration. A breakdown of the use of HCV HAP subsidy is presented in the following schedule.

Estimated	Use of HCV HAP Funding
MTW HAP Subsidy	57,002,600
MTW Paid HAP Expenses (excludes Port-In)	48,931,900
MTW HAP Gain/(Loss)	8,070,700
Used for Capital Improvements	(1,507,300)
Used for HCV Administration	(690,200)
Used for Public Housing Operations	(5,581,000)
Used for Locally Designed MTW Initiatives and Program Administration	(292,200)
Net Gain/(Loss)	-

Please see Section V Sources and Uses of MTW Funds of this MTW annual plan for a line-item breakdown of the estimated sources and uses of MTW Funds.

MTW reserves are projected at \$16.6 million. MPHA's reserves play an essential role at the organization, including availability to support housing authority operations in the event of a funding crisis (such as a government shutdown) and strategic, measured investment in long-term agency priorities. All agency reserves must be spent on public purposes, and most are further limited by the eligible uses in the grant award. By way of comparison, MPHA holds \$16.6 million in reserves in the context of a \$140 million annual MTW budget and estimated \$210 million in capital needs.

The following schedule presents the 2023 MTW Budget in a slightly different format from what HUD requires on the HUD-50900.

GENERAL OPERATING INFORMATION

HOUSING STOCK INFORMATION

Planned New Public Housing Units

New public housing units that the MTW PHA anticipates will be added during the Plan Year.

ASSET MANAGEMENT PROJECT (AMP) NAME AND NUMBER	BEDROOM SIZE						TOTAL UNITS	POPULATION TYPE	# of Uniform Federal Accessibility Standards (UFAS) Units	
	0/1	2	3	4	5	6			Fully Accessible	Adaptable
N/A	0	0	0	0	0	0	0	N/A	0	0

Total Public Housing Units to be Added in the Plan Year

*Select "Population Type" from: General, Elderly, Disabled, Elderly/Disabled, Other

If "Population Type" is "Other" please describe:

Planned Public Housing Units to be Removed

Public housing units that the MTW PHA anticipates will be removed during the Plan Year.

AMP NAME AND NUMBER	NUMBER OF UNITS TO BE REMOVED	EXPLANATION FOR REMOVAL
MN002000009 AMP 9 MHOP	306	MPHA currently holds the ACC for 306 units which were a result of the Hollman v. Cisneros Consent Decree. Many are located outside the City of Minneapolis. MPHA is working to operationalize a transition of the MHOP portfolio to convert the units to Project Based Vouchers (PBV). The aim is to streamline operations for both the housing authority, owners, and residents. Potentially, this may include MPHA completing a partial voluntary transfer of some of these units as well as TPV vouchers to a PHA that operates in the property's jurisdiction.

MN002000002	5	<p>Within its scattered sites/AMP 2 portfolio, MPHA has five public housing units that MPHA will apply for Section 18 Demolition/Disposition in 2022/23. These were held out of MPHA's previous disposition to allow time to further evaluate the property's capital needs and develop an appropriate preservation strategy. Post-conversion, the ownership of these properties will be transferred to MPHA's non-profit entity, CHR, and will be modernized utilizing CHR resources.</p>
	311	Total Public Housing Units to be Removed in the Plan Year

Planned New Project Based Vouchers

Tenant-based vouchers that MPHA anticipates project-basing for the first time during the Plan Year. These include only those in which at least an Agreement to enter a Housing Assistance Payment (AHAP) will be in place by the end of the Plan Year. Indicate whether the unit is included in the Rental Assistance Demonstration (RAD).

Planned New Project Based Vouchers

MPHA/CHR is planning an 84 units new scattered site development that will consist of 16 sites and break ground in fall 2022. This project will result in the demolition of 21 units (Converted to project-based vouchers in 2020), 17 units of which currently have a HAP and project-based vouchers. Four of the units have been converted but are unassisted as the unit cannot pass HQS. MPHA will likely need to project base an additional 67 vouchers into the project and will make this commitment in 2022.

Property Name	# of PBV Vouchers	RAD?	Description	AHAP?
MN002000009 AMP 9 MHOP	306	No	MPHA currently holds the ACC for 306 units that will be converted at some point to PBV. These units were a result of the Hollman v. Cisneros Consent Decree and many are located outside the City of Minneapolis. MPHA is working in partnership with Metro HRA to operationalize Phase 1 that would convert the 98 units outside of MPHA's jurisdiction. We will continue to work on a plan for PBV conversion for the 208 remaining MHOP units in MPHA's jurisdiction	No
MN002000002 AMP 2 Scattered Sites	5	No	MPHA will apply for a Section 18 Demolition/Disposition for five public housing scattered sites. If the application is approved, all would be transferred to Project-Based Vouchers	No

3301 Nicollet	10	No	High priority homeless and low income	No
46 th & Hiawatha	24	No	Low income	No
Emerson Village (previously Minneapolis Supportive Housing)	40	No	High priority homeless, disabled and low income families	No
Snelling Yards (Workforce)	13	No	High priority homeless, low income, VASH	No
Wadaag Commons	16	No	Long term homeless, disabled, low income	No
Walker Methodist Raines	27	No	Long term homeless, elderly, disabled, low income	No
Plymouth Ave Apartments	7	No	Low income, high priority, homeless disabled	No
St. Stephens Housing	22	No	Long term homeless and disabled	No
Whittier Community Housing II	40	No	High priority homeless, low income	No
Currie Commons	40	No	Disabled, high priority homeless, low income	No
Calvary Apartments	26	No	Low income	No
Kyle Garden Square	27	No	Low income	No
3030 Nicollet	12	No	Low income	No
Aeon 805 2nd	25	No	Elderly, low income	No
Agra	18	No	Low income	No
550 West Lake St. Apartments	18	No	Low income	No
2120 Minnehaha Apartments	5	No	Low income	No
Canvas Apartments	11	No	Low income	No
Clare Housing - Expansion	12	No	Homeless and disabled	No
			Total New Vouchers to be Project-Based	704

Planned Existing Project Based Vouchers

Tenant-based vouchers that the MTW PHA is currently project-basing in the Plan Year. These include only those in which at least an AHAP is already in place at the beginning of the Plan Year. Indicate whether the unit is included in RAD.

Property Name	Number of Project Based Vouchers	Planned Status at the End of Plan Year	RAD?	Description of Project
Archdale	13	Leased/Issued	No	Serves homeless youth
Armadillo Flats - 2727	4	Leased/Issued	No	Serves low-income people
Armadillo Flats - 2743	4	Leased/Issued	No	Serves low-income people
Barrington	3	Leased/Issued	No	Serves low to moderate income
Bottineau Lofts	9	Leased/Issued	No	Serves low-income people
Boulevard	6	Leased/Issued	No	Serves low-income people
Catholic Eldercare	25	Leased/Issued	No	Assisted living facility for elderly
Central Ave Apts	61	Leased/Issued	No	Serves low-income people
Central Ave Lofts	8	Leased/Issued	No	Serves low-income people
Clare Apts	28	Leased/Issued	No	Serves single adults who have
Collaborative Village	16	Leased/Issued	No	Serves homeless individuals and families
Creekside Commons	6	Leased/Issued	No	Serves low-income people
Downtown View	25	Leased/Issued	No	Serves homeless youth
Emanuel Housing	6	Leased/Issued	No	Serves Veterans
Families Moving Forward	12	Leased/Issued	No	Serves homeless individuals and families
Family Housing Resources	67	Committed	No	Serves low-income people

Franklin Portland	7	Leased/Issued	No	Serves low-income people
Gateway Northeast	26	Leased/Issued	No	Preservation. Low-income, incl. long-term homeless.
Hiawatha Commons	20	Leased/Issued	No	Serves low-income people
Jeremiah	18	Leased/Issued	No	Serves low-income single women
Journey Homes	12	Leased/Issued	No	Supportive services for disabled,
Lamoreaux	13	Leased/Issued	No	Serves homeless individuals
Lindquist	24	Leased/Issued	No	Serves low-income people
Lonoke	4	Leased/Issued	No	Serves low-income people
Loring Towers	43	Leased/Issued	No	Serves low-income people
The Louis	10	Leased/Issued	No	Serves low-income families
Lutheran Social Services	12	Leased/Issued	No	Serves homeless families
Lydia	40	Leased/Issued	No	Serves disabled homeless
Many Rivers East	7	Leased/Issued	No	Serves low-income people
Many Rivers West	3	Leased/Issued	No	Serves low-income people
Maya Commons	4	Leased/Issued	No	Serves low-income people
Minnehaha Commons	10	Leased/Issued	No	Homeless, senior, disabled, VASH.
MN Indian Women's Resource Center	13	Leased/Issued	No	Serves homeless, Native American families
Park Avenue Apartments (LSS)	10	Leased/Issued	No	Addition to existing HAP. Serves low-income people.

Park Plaza (phase I)	16	Leased/Issued	No	Serves low-income people
Park Plaza (phase II)	12	Leased/Issued	No	Serves low-income people
Park Plaza (phase III)	48	Leased/Issued	No	Serves low-income people
Passage	10	Leased/Issued	No	Serves low-income women
Penn Avenue Station	4	Leased/Issued	No	Serves low-income people.
Phillips Family	28	Leased/Issued	No	Serves low-income people
Phillips Redesign	4	Leased/Issued	No	Serves low-income people
Pinecliff	7	Leased/Issued	No	Serves low-income people
Portland Village	25	Leased/Issued	No	Serves homeless families with a disabled adult member
PPL Foreclosure	21	Leased/Issued	No	Serves low-income people
PPL Fourth Ave	6	Leased/Issued	No	Serves low-income people
The Redwell	22	Leased/Issued	No	Serves low-income people.
River Runs	16	Leased/Issued	No	Serves low-income people
Spirit on Lake	5	Leased/Issued	No	Serves low-income people
St. Anthony Mills	17	Leased/Issued	No	Serves low-income people
St. Barnabas	39	Leased/Issued	No	Serves homeless and at-risk youth
The Rose	15	Leased/Issued	No	Serves low-income people
Trinity Gateway	16	Leased/Issued	No	Serves low-income people
Timber & Tie (Formerly 14 th and Central)	25	Leased/Issued	No	Low-income housing. projected

Snelling Yards (Senior Housing)	11	Committed	No	Homeless veterans (PBV VASH).
Scattered Sites	705	Leased/Issued	No	Low-income families.
2528 13 th Ave S	1	Committed	No	Low Income Family
Bloom lake Flats	25	Committed	No	HIV/AIDS, High Priority Homeless, Low Income
Endeavors (previously Exodus 2)	56	Committed	No	High priority homeless, disabled, VASH
Fire Station One	18	Committed	No	High priority homeless, Low Income
Lydia - Expansion	40	Committed	No	Disabled Homeless
Peregrine Apts	25	Committed	No	Low Income Families
Shelby Commons	12	Committed	No	High priority homeless, disabled, low income
Elliot Twins	184	Leased/Issued	Yes	Low Income
	1982	Planned Total Existing Project-Based Vouchers		

*Select "Planned Status at the End of Plan Year" from: Committed, Leased/Issued

Planned Other Changes to MTW Housing Stock Anticipated During the Plan Year

Examples of the types of other changes can include (but are not limited to): units held off-line due to relocation or substantial rehabilitation, local, non-traditional units to be acquired/developed, etc.

PLANNED OTHER CHANGES TO MTW HOUSING STOCK ANTICIPATED IN THE PLAN YEAR
MPHA remains open to developing new or purchasing existing structures as opportunities arise to add units to our portfolio. Examples may include augmenting MPHA's stock of much-needed scattered site housing through redevelopment strategies that could include acquiring land adjacent to existing properties and/or developing small clusters of townhomes or other multi-unit developments. Funding sources for any such opportunities could include the Minnesota Housing Finance Agency, City of Minneapolis, Hennepin County, and other funders.
MPHA continues to operate a homeownership program; Lease-to-Own, which provides a pathway from rental to homeownership. At this drafting, MPHA expects to have sold 16 of the original 20, with four remaining (see LNT – Homeownership).
Although there are currently no specific plans for these properties, MPHA continues to contemplate the long-term vision for the Heritage Park neighborhood including the Phase III and IV parcels located south of Olson Highway and the 4.3 acres 555 Girard Terrace site. Options may include disposition and/or development and MPHA will continue studying them into 2023.
The affordable housing development, Agra, that MPHA has planned PBVs for is being constructed adjacent to one of MPHA's high rise properties, 2728 East Franklin Avenue. The project's developer has approached MPHA about acquiring a small sliver of land at that property, as the land is separated from MPHA's primary property by a driveway and does not provide any benefit to our property or its residents. Further, future maintenance of this land will be better served by the new development. MPHA intends to submit a Section 18 disposition application for HUD's consideration in late 2022/early 2023. Our process will involve engaging the building's residents, though this disposition will have no adverse impact.
MPHA will be holding units vacant due to modernization at our 1314 44 th Avenue North (MN2-37, AMP 3) building. MPHA may also hold units vacant due to modernization at other sites where construction activities or pre-development planning work will be underway in 2023. These include: 315 Lowry Avenue North (MN2-23, AMP 3), 314 Hennepin Avenue (MN2-42, AMP 3), 600 18 th Avenue North (MN2-25, AMP 3), Hiawatha Towers (MN2-9, AMP 5), 1707 3 rd Avenue South (MN2-24, AMP 5), and the Cedars (MN2-6, AMP 6).

General Description of All Planned Capital Expenditures During the Plan Year

Narrative general description of all planned capital expenditures of MTW funds during the Plan Year.

GENERAL DESCRIPTION OF ALL PLANNED CAPITAL EXPENDITURES DURING THE PLAN YEAR

MPHA bases its capital activities on an expected Capital Fund Program (CFP) allocation of \$20 million for 2023. CFP funded activities that were initiated under previous funding cycles, but not fully completed in prior years, will carry over and experience expenditures in 2023. Additionally, a portion of the activities slated for 2023's \$20 million budget will not be fully expended in 2023 and will carry into 2024. MPHA has estimated approximately \$27.7 million in Capital Fund expenditures for FY2023 targeting specific projects in six of its seven Asset Management Projects (AMPs). These capital activities and expenditures are based on assumptions including: final formula amounts at the 2022 levels and receipt of grant by the end of March 2023; and, MPHA's ability to complete identified improvements within noted budgets at its properties despite challenges associated with construction and commodity markets in historic fluctuation. Further, the plan and expenditures are subject to change as the agency goes through its annual budgeting process including budget approval by the MPHA Board of Commissioners.

Included in the \$27.7 million Capital Fund expenditures are pre-development work associated with any RAD conversions the agency pursues, comprehensive building modernization; building systems (HVAC, plumbing, electrical) upgrades, roof, window and façade work, elevator modernization, security enhancements, and ongoing fire suppression systems installations in our high-rise AMPs 1, 3, 4, 5, 6, and 7. Details of this activity can be found in Appendix F. In performing its capital work, MPHA adheres to Federal, State and Local code and regulatory processes.

LEASING INFORMATION

Planned Number of Households Served

Snapshot and unit month information on the number of households the MTW PHA plans to serve at the end of the Plan Year. [NOTE TO READERS: Does not include PBV (estimated above) or non-MTW vouchers (estimated at 1274 in 2022).]

PLANNED NUMBER OF HOUSEHOLDS SERVED THROUGH:	PLANNED NUMBER OF UNIT MONTHS OCCUPIED/LEASED*	PLANNED NUMBER OF HOUSEHOLDS TO BE SERVED**
MTW Public Housing Units Leased	61,200	5,100
MTW Housing Choice Vouchers Utilized	38,400	3,200
Local, Non-Traditional: Tenant-Based^	2,880	240
Local, Non-Traditional: Property-Based^	1,164	97
Local, Non-Traditional: Homeownership^	72	6
Planned Total Households Served	103,716	8,643

"Planned Number of Units Months Occupied/Leased" is the total number of months the MTW PHA plans to have leased/occupied in each category throughout the full Plan Year.

** "Planned Number of Households to be Served" is calculated by dividing the "planned Number of Unit Months Occupied/Leased" by the number of months in the Plan Year.

^ In instances when a local, non-traditional program provides a certain subsidy level but does not specify a number of units/households to be served, the MTW PHA should estimate the number of households to be served.

LOCAL, NON-TRADITIONAL CATEGORY	MTW ACTIVITY NAME/NUMBER	PLANNED NUMBER OF UNIT MONTHS OCCUPIED/LEASED*	PLANNED NUMBER OF HOUSEHOLDS TO BE SERVED*
Tenant-Based	2020-3 Flexible Subsidy (TBD)	600	50
	2018-2 GO Housing (SHSS)	2,160	180
	2018-2 GO Housing (Better Futures)	120	10
Property-Based	2020-3 Flexible Subsidy (Hook & Ladder)	120	10
	2018-2 GO Housing (GRL)	444	37
	2016-3 Supp. Housing for Youth	600	50
Homeownership	2010-4 Lease-To-Own Initiative	72	6

The sum of the figures provided should match the totals provided for each local, non-traditional categories in the previous table. Figures should be given by individual activity. Multiple entries may be made for each category if applicable.

Discussion of Any Anticipated Issues/Possible Solutions Related to Leasing

Discussions of any anticipated issues and solutions in the MTW housing programs listed.

HOUSING PROGRAM	DESCRIPTION OF ANTICIPATED LEASING ISSUES AND POSSIBLE SOLUTIONS
MTW Public Housing	MPHA has established a creative partnership with the Northside Achievement Zone (NAZ) which is a collaboration of organizations and schools helping families in a geographic "Zone" of North Minneapolis to prepare children to graduate from high school ready for college. Families who agree to move into the NAZ area are allowed to apply even when the waiting list is closed, with the requirement that they accept a unit in the "zone". The MPHA public housing elderly/disabled waiting list remains open.
MTW Housing Choice Voucher	Minneapolis has a tight rental market with a vacancy rate of less than 5%. MPHA's efforts include investing in dedicated resident mobility and owner outreach positions to create new housing opportunities, completing a study of our local rental market, an incentive fund for property owners, and regional partnership.
Local, Non-Traditional	Given the tight rental market, the local non-traditional programs such as Stable Homes Stable Schools have focused on leveraging partnerships to reach out to property owners. Our experience shows property owners have shown greater willingness to participate in programs with a mission to serve a specific population, like children experiencing homelessness or veterans. Using MTW flexibility, MPHA will explore flexible subsidies that can be tailored to the needs of families, priorities of the community, and experience of non-profit partners.

WAITING LIST INFORMATION

Waiting List Information Anticipated

Snapshot information of waiting list data as anticipated at the beginning of the Plan Year. The "Description" column should detail the structure of the waiting list and the population(s) served.

WAITING LIST	DESCRIPTION	NUMBER OF HOUSEHOLDS ON WAITING LIST	WAITING LIST OPEN, PARTIALLY OPEN OR CLOSED	PLANS TO OPEN THE WAITING LIST DURING THE PLAN YEAR
Public Housing Elderly/Disabled	Disabled persons between the ages of 18 and 49, Near-Elderly and Elderly persons age 50 or over	7,352	Open	Yes
Public Housing Family	Families with at least one dependent	3,123	Closed	Yes
Housing Choice Voucher Program	Income eligible households	2,450	Closed	TBD

Please describe any duplication of applicants across waiting lists:

Families and individuals may apply to multiple lists if they meet the eligibility criteria.

Planned Changes to Waiting List in the Plan Year

Please describe any anticipated changes to the organizational structure or policies of the waiting list(s), including any opening or closing of a waiting list, during the Plan Year.

WAITING LIST NAME	DESCRIPTION OF PLANNED CHANGES TO WAITING LIST
Heritage Park (Site-Based)	MPHA may explore and, if feasible, implement a site-based waiting list for the 200 MHOP public housing units at Heritage Park. MPHA would establish such a waiting list consistent with all applicable civil rights and fair housing laws and regulations, including the marketing, analysis, and reporting requirements in 24 CFR 903.7(b)(2).

Proposed MTW Activities

No activities in 2023

Approved MTW Activities

Implemented Activities

	<i>Approved</i>	<i>Implemented</i>
Affordable Housing Creation & Preservation Toolkit	2020	2020
Asset Verification	2018	2018
Biennial Income Recertification (Public Housing)	2018	2018
Conversion of Subsidy and Capital for MHOP Units	2018	2018
Flexible Subsidy for Community Priorities	2020	2020
Goal-Oriented (GO) Housing Initiative	2018	2018
Independent Entity for Inspect/Rent-Reasonableness	2022	2020
Lease-to-Own Initiative	2010	2012
Local Project-Based Voucher Program	2018	2018
Low-Rent Annual to Three-Year Certifications	2009	2010
Minimum Rent Initiative for Public Housing Residents	2010	2011
Mobility Voucher Program	2009	2010
Property Owners Incentive Program	2018	2018
Public Housing Working Family Incentive	2010	2011
Rent Reform Initiative	2014	2014
Replace the Form of the DOT with a LURA	2019	2020
Shelter to Home – Public Housing	2015	2017
Supportive Housing for Youth	2016	2016

Activities Not Yet Implemented

Activities On-Hold

	<i>Approved</i>	<i>Implemented</i>	<i>On-Hold/Closed</i>
Alternate Income Verifications	2013	N/A	2017
Public Housing Earned Income Disregard	2009	2010	2017

Closed-Out Activities

Absence from Unit Initiative	2011	2011	2017
Biennial HQS Inspections	2012	2012	2014
Block Grant & Fungible Use of MPHA Resources	2009	2009	2017
Combine Homeownership Programs	2009	2009	2012
Conversion of 312 Mixed-Financed PH Units to PBV	2010	2019	2020
Earned Income Disallowance Simplification – HCV	2012	2012	2016
Foreclosure Stabilization PBV Demonstration Program	2010	2011	2017
MPHA/Hennepin County Transitional Housing	2013	2014	2016
Public Housing Self-Sufficiency Program	2009	2009	2012
Reintegration of Offenders	2016	2017	2020
Shelter to Home – Project-Based Vouchers	2016	2016	2020
Soft-Subsidy Initiative	2011	2013	2020
Targeted Project-Based Initiative	2011	2012	2020

The MPHA MTW Annual Plan and activities therein are approved, authorized, and implemented in accordance with the MTW Demonstration Program's enabling laws and related regulations, and the terms and conditions of its Amended and Restated M TW Agreement with the Department of Housing and Urban Development. MPHA's MTW Agreement governs and supersedes, as appropriate, applicable Federal laws, rules, regulations, contracts, and agreements that have been or will be waived and/or modified by the MTW Agreement.

IMPLEMENTED ACTIVITES

Affordable Housing Creation and Preservation Toolkit (2020 – 2)

Approved and Implemented in 2020

Objective: Housing Choice

Description/Update

In the years ahead, MPHA will use our flexibility as an MTW agency to preserve and create deeply affordable housing for our Minneapolis community. Whether renovating or redeveloping to preserve existing public housing, allowing use of funds for local, non-traditional activities (approved as part of MPHA's Second Amendment to the MTW Agreement), expanding current properties, acquiring new properties for purposes that serve our mission and families, we will employ MTW authorizations when necessary to execute projects that optimize the goals of housing choice and quality.

This activity, as its name conveys, will be the “toolkit” within which we will house these authorizations and report on their outcomes. Having certain authorizations in place also provides clarity and reassurance on the front-end to partners and to families that MPHA has the tools and flexibility to see visions through to reality.

The primary MTW components of this activity, as currently approved and implemented, are:

- Single Fund Flexibility, by which MPHA will mitigate financing gaps by using MTW funds for development, acquisition, financing, or renovation costs.
- Development-related authorizations pertaining to partnership and property acquisition. Notes on these two components follow.

All activities related to acquisition and development will comply with PIH Notice 2011-45 in addition to Attachment C of the MTW Agreement. Further, activities will comply with PIH 2017-21 and the required input and documentation of project-based vouchers (PBV) units at all PBV properties.

Partnership: MPHA's portfolio plan envisions working with tax-credit and other partners to create mixed-finance developments that preserve our housing and potentially expand our service to the community. We may also develop our properties with an eye to facilitating work by service-provider partners who can reach our residents with resources and improve quality of life. We believe the MTW authorization under Attachment C - C.7(a) provides assurance to all partners,

and to residents, that any MTW waivers MPHA brings to bear in a development will be unimpeded by the partnership. Residents and partners can feel confident under this authorization that MPHA's policies and programs remain fully applicable, notwithstanding the presence of a partner with an ownership stake.

Acquisition: Opportunities for property acquisition, by their nature, can arise quickly and are difficult to project with certainty. MPHA fully anticipates that it could be in a position to acquire, at good value to the public, properties that can be purposed for our community's housing priorities. For example, MPHA will look for opportunities to augment its stock of much-needed scattered site housing through redevelopment strategies that could include acquiring land adjacent to existing properties and/or developing small clusters of townhomes or other multi-unit developments. A waiver related to site acquisition requirements will allow MPHA to move quickly in such cases, acquiring sites without prior HUD approval (while understanding the agency must still meet all site-selection requirements). MPHA does not have any such acquisitions underway or contemplated at this drafting.

The authorizations contemplated by this activity are integral to MPHA's Strategic Vision for the preservation of our public housing properties, and our Portfolio Plan that lays out the steps we will take and the mechanisms we will leverage to accomplish that vision. Both board-approved documents are available to the public. This Affordable Housing Creation and Preservation Toolkit is the framework under which any waivers needed to pursue the Portfolio Plan will be vetted, approved, and implemented. While the agency will formulate and ultimately adopt a revised Strategic Vision in the near future, MPHA continues to carry out its mission in alignment with these documents.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report) MPHA does not plan any changes to the metrics, or data in the plan year. However, in addition to this Activity's potential role in the preservation of MPHA's public housing properties, MPHA may use funds for local, non-traditional activities, which was approved as part of MPHA's Second Amendment to the MTW Agreement. In addition, MPHA may use this activity to commit MTW Funds for pledging and satisfying guarantee commitments related to Section 8 and Section 9 housing units and for other affordable housing eligible as local, non-traditional activities. MPHA will exclude from any such pledge or guarantee commitment the ability of any beneficiary to foreclose public housing assets as a means of fulfilling the pledge or guarantee.

<i>HC#1: Additional Units of Housing Made Available</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household give that type in this box)	0	67 - Family Housing for Scattered Sites New Construction (This is 84 units less the 17 existing assisted units). 16 of these units will be ADA compliant and 17 will be dedicated to families experiencing homelessness	N/A for the Plan	N/A for the Plan

<i>HC#2: Units of Housing Preserved</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of housing units preserved for households at or below 80% AMI that would otherwise not be available (increase). If units reach a specific type of household, give that type in this box.	5	5 Family Housing Units for rehab	N/A for the Plan	N/A for the Plan

Asset Verification (Activity 2018 – 4)

Approved and implemented, 2018

Objective: Cost-effectiveness

Description/Update

MPHA modified the definition of annual income to exclude income from assets valued at \$50,000 or less. In cases where household assets are valued at more than \$50,000, MPHA calculates and counts only the imputed income from assets by using the market value of the asset and multiplying it by the MPHA-established Passbook Savings Rate. MPHA will only seek third party verification for assets valued at more than \$50,000. By eliminating a time-consuming process that has shown only a marginal positive impact on MPHA revenues, MPHA anticipates this change will save the agency time and overall allow more cost-effective utilization of its resources.

In 2018, MPHA began phasing this change in at each scheduled or interim rent redetermination. At this pace, it will have been fully implemented in 2021.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report)

MPHA does not plan any changes to this activity in the plan year.

<i>CE#1 Agency Cost Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total cost of task in dollars (decrease).	\$28,509	\$2,479	N/A for Plan	N/A for Plan

<i>CE#2: Staff Time Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total time to complete the task in staff hours (decrease).	1150 Hours	100 Hours	N/A for Plan	N/A for Plan

<i>CE#3: Decrease in Error Rate of Task Execution</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average error rate in completing a task as a percentage (decrease).	1	0	N/A for Plan	N/A for Plan

Not an objective of this activity

Triennial Income Recertification for Households in Public Housing (2018 – 3)

Biennial Income Recertifications Approved and implemented, 2018. Amended, 2022

Objective: Cost-effectiveness, Self-Sufficiency

Description/Update

This initiative, which was approved and implemented in 2018, changed income certification of non-elderly, non-disabled families to every other year, rather than annually. Residents may still request interim recertifications or utilize a hardship policy if they believe they are adversely affected by this schedule. The change is intended to save the agency time and allow more cost-effective utilization of its resources. This activity will reduce the number of annuals done per Eligibility Technician (ET), allowing the ETs to follow up on long-term minimum-rent-payers and interim recertification requests. By allowing residents to retain more earnings in the near term, we also anticipate that the change may encourage modest increases in earned income by public housing residents, contributing to greater self-sufficiency.

In 2018, MPHA began phasing in the implementation of this initiative for biennial recertifications for fixed-income households at each new, interim, or recertification. It is fully phased-in.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report) MPHA plans changes to this activity in the plan year. MPHA is amending this existing activity to recertify every three years (instead of biennially) for public housing households who are not on a fixed income. MPHA must reexamine the status of each tenant family relating to eligibility for continued occupancy, the rent charged and the household composition, once every three years for families who are not paying Flat Rent.

MPHA has maintained its policy of reporting changes in income. MPHA's existing Statement of Operating Procedures state, "Once the Rent is established, the rate will be effective until the next scheduled reexamination unless there is a decrease in the income or an increase in income of \$100 or more per month. Tenant Family Members must report all changes in income, changes in source of income, or changes in household composition within five days. MPHA will not reduce Rent at an interim reexamination when the tenant has not cooperated with the scheduled re-exam. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified."

MPHA continues interim recertifications for any household that is required to be recertified or who requests recertification due to a change in circumstances.

Residents may still request interim recertifications or utilize a hardship policy if they believe they are adversely affected by the triennial schedule.

MPHA runs HUD Enterprise Income Verification (EIV) reports every three months for our minimum renters and continues to run the EIV reports for tenants who are not required to do their annual certification in the current year and verify if there any new jobs that households did not report.

<i>CE#1: Agency Cost Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total cost of task in dollars (decrease).	\$31,310	\$15,000	N/A for Plan	N/A for Plan

<i>CE#2: Staff Time Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total time to complete the task in staff hours (decrease).	1,263 Hours	632 Hours	N/A for Plan	N/A for Plan

<i>CE#5: Increase in Agency Rental Revenue*</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total Household contributions towards housing assistance.	\$20,050,000	\$20,500,000	N/A for Plan	N/A for Plan

*Not an objective of this activity.

<i>SS#1: Increase in Household Income</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average earned income of households affected by this policy in dollars (increase).	\$26,600	\$27,400	N/A for Plan	N/A for Plan

SS#3: Increase in Positive Outcomes in Employment Status*				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?*
(1) Employed Full-Time	400	0	N/A for Plan	N/A for Plan
(2) Employed Part-Time	800	0		
(3) Enrolled in an Educational Program	0	0		
(4) Enrolled in Job Training Program	0	0		
(5) Unemployed	300	0		
(6) Other	0	0		

*Not an objective of this activity.

SS#4: Households Removed from Temporary Assistance for Needy Families*				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving TANF assistance (increase).	265	250	N/A for Plan	N/A for Plan

SS#8: Households Transitioned to Self-Sufficiency				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	50	70	N/A for Plan	N/A for Plan
* Self-Sufficiency Definition: Public housing residents whose rent increased to the flat rent amount for their unit.				

Conversion of Public Housing Operating Subsidy and Capital Funds for MHOP Units (2018 - 5)

Approved and Implemented, 2018

Objective: Cost-effectiveness

Description/Update

MPHA holds the ACC for 98 units of public housing in 16 cities in the Metropolitan Housing Opportunity Program (MHOP), as well as 206 mixed-finance units, 200 of them are at Heritage Park in Minneapolis. MPHA neither owns nor manages these units. These units were created under the Hollman v. Cisneros Settlement Agreement. This MTW activity seeks to use MTW authority to pursue long-term solutions for these properties with an unusual pedigree and management/subsidy structure.

The process of managing and operating public housing has proven onerous and costly for property owners of the dispersed MHOP units. These entities have significant staff turnover and MPHA must provide considerable time, resources, and support to continually train providers related to HUD public housing requirements. At Heritage Park, the original compliance period expired, and we must explore a transition of the property that preserves the deeply affordable housing there and protects families. We neither intend nor anticipate any disruption to residents, including temporary or permanent displacement as a result of the process.

For the 98 MHOP units outside of MPHA's jurisdiction, MPHA continues to explore options on how to convert these units for tenants, and owners to receive the rewards of increased cost-effectiveness. In 2017 we began negotiations with the current owner and manager of Heritage Park to determine the future ownership and management of those units. This discussion is complex and extended. We are closely watching policy developments at HUD and in Congress around RAD and other yet-to-be-determined paths for conversion.

Changes to Activity/Metrics/Data– Planned (Annual Plan) or Actual (Annual Report)

MPHA plans no changes to the activity, metrics, or data in the plan year.

<i>CE#1: Agency Cost Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total cost of task in dollars (decrease).	\$72,000	\$35,000	N/A in the Plan	N/A in the Plan

<i>CE#2: Staff Time Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total time to complete the task in staff hours (decrease).	1,136 Hours	550 Hours	N/A in the Plan	N/A in the Plan

<i>MPHA Metric</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of Units Converted	306	12	N/A in the Plan	N/A in the Plan

*Activity in planning stage

Flexible Subsidy for Community Priorities (2020 – 3)

Approved and Implemented in 2020

Objective: Housing Choice

Description/Update

Our traditional federal housing programs lack the flexibility or capacity to meet the needs of low-income households facing urgent housing crises. Nor do they always offer the ability to customize housing assistance to address specific community needs (such as eviction/foreclosure, safety, or hard-to-house populations) or to provide funding to partners who have the networks and expertise to reach target populations.

Under this activity, MPHA can design and implement local, non-traditional (LNT) models of housing support to meet these needs and extend our reach to new families not currently served by MPHA. Such subsidies could be sponsor-based or directly administered by MPHA, with the form and conditions of the subsidy tailored to match the scale and objectives. In general, this activity provides MPHA with a broad range of ways to utilize funds directly or indirectly for housing opportunities for the people we are able to serve. Consistent with MPHA's MTW Agreement and HUD's Notice 2011-45 titled, "Parameters for Local, Non-Traditional Activities under the Moving to Work Demonstration Program," MPHA's rental housing subsidies within this activity includes but are not limited to: supportive housing programs and services; homeless/transitional housing programs and services; support of existing local rental subsidy programs; creation of unique local rental subsidy programs to address special needs populations. Service provision includes but is not limited to services for residents of other PHA-owned or managed affordable housing that is not public housing or Housing Choice Voucher assistance, services for low-income non-residents and supportive services subsidies or budgets for low-income families. In time, this activity could also embrace limited programs with a research objective. As community needs arise, MPHA would propose the specific additional uses of LNT subsidy in future plans as it deems appropriate.

In one existing partnership, MPHA provides a sponsor-based subsidy to a private housing partner in a development to provide new permanent housing to 10 previously homeless families whose head-of-household has a disability. Families will be referred from the Hennepin County Coordinated Entry system. Families will receive housing stabilization services, including case management and referrals to medical, mental health, and chemical health services.

This activity supports MPHA's ability to come to the table for rapid response in circumstances where families face near-term need for stabilization. The additional use of this activity in 2023 will be to address such acute eviction and homelessness crises in Minneapolis, identified by MPHA

and local government partners, using fixed-amount and term-limited rental subsidy support. At this drafting we project assisting up to 50 households in this way.

Changes to Activity/Metrics/Data Collection – Planned (Annual Plan) or Actual (Annual Report)

MPHA does not plan any changes to the metrics or data collection in the plan year.

Planned Non-Significant Changes, Planned Significant Changes

MPHA is seeking authorization for expending MTW funds in connection with development loan guarantees as part of this activity.

Attachment C of the MTW Agreement regarding "Single Fund Budget with Full Flexibility" defines "MTW Funds" as funding awarded to the agency annually for the public housing Capital Fund, public housing Operating Fund and Section 8 vouchers. Attachment C also states that the MPHA may use those funds for any activity that otherwise would be eligible under those sections of the Act. The agreement also includes housing development activities as among those eligible expenditures, to include but not be limited to a number of listed activities including financing and other related activities.

MPHA would like to clarify that it will be permitted to pledge and use MTW funds for fulfilling Guarantees related to the production, rehabilitation, and financing of PBV, and other non-PBV low-income units, by its instrumentalities. We believe that this step would provide additional comfort to both MPHA and lenders or investors of MPHA's authority to proceed with these commitments. MPHA, and its instrumentalities intend to close on financing in 2022 that will require such guaranteed commitments.

<i>HC#1: Additional Units of Housing Made Available</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household give that type in this box)	0	84	N/A for the Plan	N/A for the Plan

<i>HC#2: Units of Housing Preserved</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of housing units preserved for households at or below 80% AMI that would otherwise not be available (increase). If units reach a specific type of household, give that type in this box.	0	0	N/A for the Plan	N/A for the Plan

<i>HC #5: Increase in Resident Mobility</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households able to move to a new or better unit and/or neighborhood as a result of the activity (increase).	0	0	N/A for the Plan	N/A for the Plan

<i>HC #7: Households Assisted by Services that Increase Housing Choice</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase housing choice (increase).	0	0	N/A for the Plan	N/A for the Plan

Goal-Oriented Housing Initiative (2018 – 2)

Approved and Implemented, 2018

Description/Update

Goal-Oriented Housing encompasses an agency-wide effort to use specific participation goals and incentives that encourage families to take part in education, training, and/or employment opportunities. MPHA will use flexible voucher subsidies and rent incentives to public housing families and HCV participants, including workforce housing opportunities tied to services and supports provided by partner organizations. A set number of subsidies are allocated for eligible individuals/families. The specific provider or program team then provides services with funding from other sources not provided by MPHA. A set number of subsidies are allocated for eligible individuals/families. The specific provider or program team then provides services with funding from other sources not provided by MPHA. Partners commit to provide services and supports to MPHA public housing residents and HCV participants and coordinate with MPHA on establishing success measures.

Participation in Goal-Oriented Housing programs will be voluntary. MPHA anticipates targeting these initiatives to households in the best position to benefit from it. Examples could include:

1. Strategically identify existing public housing units located in areas close to services, supports and employment opportunities of partners. The units can be reserved for public housing families who commit to the program. MPHA may work with various partners to set aside public housing units near education and training centers that will be reserved for participants in programs offered by the partner organization.
2. Establish specific program participation requirements tied to partner programs and supports as well as other requirements necessary to demonstrate progress in meeting program goals.
3. Explore creation of a workforce housing development at MPHA properties and/or create a new workforce development in concert with MPHA partners.
4. Offer priority for participation in this program to the 500+ HCV families with children whose Head of Households are neither elderly nor disabled and who have no earned income.
5. Create expanded - flexible voucher subsidy allocations that can respond to specific participant and possible partner needs that incentivize participation by HCV holders (these subsidies may be tailored to the individual needs of the participant).
6. Explore home ownership vouchers as incentives.
7. Consider setting aside or creating sponsor-based subsidy programs to better coordinate with partner programs and services.

8. Make available local project-based vouchers targeted at developments near partner services and supports.

Program elements may include:

- Partnerships with:
 - Schools – pre, elementary and middle, secondary and post-secondary
 - Supportive services providers
 - Vocational skills providers
 - Employment providers
 - Tenant/participant savings initiatives
 - Special incentives, including:
 - Priority for flexible vouchers for successful graduates who secure a job in an area that requires a move
 - Rent reductions/income disregards for employment, childcare, and/or education and training support
 - Parent rewards for participating in school (family conferences, PTO activities, or others school – family initiatives)

Specific 2023 initiatives under Goal-Oriented Housing are as follows:

Stable Homes Stable Schools: The “Stable Homes, Stable Schools” program is a partnership with the City of Minneapolis and the Minneapolis Public Schools to provide rental assistance and supportive services to families of elementary students experiencing homelessness. MPHA and the city jointly fund rental assistance for families identified by caseworkers at schools where the challenge is greatest. Hennepin County and a social services partner, the Twin Cities YMCA, provide a web of ongoing supports. Parents commit to engagement in their child’s education. A local foundation has also entered the partnership to fund services for families identified as at-risk of homelessness. The partners will work with researchers at the University of Minnesota to monitor outcomes and program success.

When the program began in 2019, 79 families were eligible for rental assistance, which included 271 children. Since then, the program has incrementally grown to serve over 150 families. Our three-year pilot has concluded and based on initial evaluations our partners are interested in an expansion. In the short-term the need is high across all age groups to stabilize families. The long-term outlook for the program will continually depend upon Minneapolis city funding, trends in the program analysis, and priorities of the Minneapolis City Council. Despite these fluctuations, MPHA will ensure families who receive rental assistance through SHSS will continue to receive it for at least three years, regardless of when they enter the program.

Great River Landing: Great River Landing is a partnership focused on ex-offenders committing to a program of job-training and employment. MPHA’s sponsor-based subsidy supports housing

for 40 participants at Great River Landing, a 72-unit building that opened in 2020. In addition to stable housing and access to employment resources, the partner organizations (Better Futures Minnesota and Beacon Interfaith Housing Collaborative) will provide social and supportive services that will help the men reunify with their families and establish civic pride and ties to their communities.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report)

Program applications have expanded to include the supportive-housing-for-youth and employment/savings incentive pilot described above. Otherwise, MPHA does not plan any changes to the activity, metrics, or data in the plan year.

<i>SS#1: Increase in Household Income</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average earned income of households affected by this policy in dollars (increase).*	\$24,976	\$25,376	N/A for the Plan	N/A for the Plan

**Income of families with employment income.*

<i>SS#2: Increase in Household Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average amount of savings/escrow of households affected by this policy in dollars (increase).	0	0	N/A for the Plan	N/A for the Plan

**Asset information is not collected and there is no escrow program for this activity.*

SS#3: Increase in Positive Outcomes in Employment Status				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
(1) Employed Full-Time	7	20	N/A for the Plan	N/A for the plan
(2) Employed Part-Time	15	30		
(3) Educ. Program	N/A	0		
(4) Job Training Program	N/A	0		
(5) Unemployed	22	10		
(6) Other	0	0		

SS#4: Households Removed from Temporary Assistance for Needy Families				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving TANF assistance (decrease).	25	15	N/A for the Plan	N/A for the Plan

**Given ongoing program expansion to new homeless families, we would expect growth in this number (in the initial years) to outweigh families who advance toward self-sufficiency.*

SS#5: Households Assisted by Services that Increase Self-Sufficiency				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase self-sufficiency (increase).	0	70	N/A for the Plan	N/A for the Plan

SS#6: Reducing Per Unit Subsidy Costs for Participating Households				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average amount of Section 8 and/or 9 subsidy per household affected by this policy in dollars (decrease).	\$0	0	N/A for the Plan	N/A for the Plan

**Families served by SHSS are not currently served by MPHA.*

SS#7: Increase in Agency Rental Revenue				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total Household contributions towards housing assistance (increase).	0	0	N/A for the Plan	N/A for the Plan

**Not a feature of the one program currently covered by this activity.*

SS#8: Households Transitioned to Self-Sufficiency				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase).*	0	10	N/A for the Plan	N/A for the Plan

** Self-Sufficiency defined as graduation / no longer requiring subsidy.*

Inspections and Rent-Reasonableness for MPHA-Owned Properties (2020 – 1)

Objective: Cost-Effectiveness

Description/Update

Federal regulations require an outside contractor to perform HQS inspections and rent reasonableness determinations on PHA-owned units receiving federal subsidies for housing programs. To reduce cost and achieve greater cost-effectiveness in federal expenditures, MPHA conducts inspections and determines rent reasonableness for MPHA- owned units under this activity. Eliminating the independent entity is intended to improve administrative efficiencies, eliminate confusion for the resident of the unit, and improve the response time for performing inspections.

This activity is implemented and will be ongoing, covering MPHA's agency-owned PBV portfolio: 717 units of scattered site housing converted to project-based vouchers using HUD's Section 18 program, and 184 units from the high-rise RAD conversion at the Elliot Twins. These activities will be subject to MPHA's voucher program Quality Control (QC) processes.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report)

MPHA does not plan any changes to the activity, metrics, or data in the plan year.

CE#1: Agency Cost Savings				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total cost of task in dollars (decrease).	\$51,000	2020: \$35,700 (30% decrease)	N/A for the Plan	N/A for the Plan
<i>* Metrics for this activity could not be calculated for 2020, as the activity was not fully implemented given the conditions of COVID-19. Under appropriate HUD waivers, MPHA did not perform the inspections it would otherwise have performed under this activity, thus providing a basis to calculate metrics. We expect to fully implement in 2021.</i>				

CE#2: Staff Time Savings				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total time to complete the task in staff hours (decrease).	0	2020: - 700 hours (increase)*	N/A for the Plan	N/A for the Plan
*MPHA does not currently spend any staff time inspecting these units, so the baseline is zero. This activity uses MPHA staff in lieu of paying a third party, so we would expect an <u>increase</u> in staff time, which will be reported here as a negative number.				

CE#3: Decrease in Error Rate of Task Execution				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average error rate in completing a task as a percentage (decrease)*	50%	2020: 50%	N/A for the Plan	N/A for the Plan
*Measured as the percentage of units that fail initial HQS inspection. MPHA does not expect this activity to fundamentally change those dynamics, but will track and observe outcomes.				

Lease-To-Own Initiative (2010 – 4)

Approved in 2010, Implemented in 2012

Objectives: Housing Choice, Self-Sufficiency

Description/Update

MPHA utilized funds from its American Recovery and Reinvestment Act grant to purchase 20 townhome units (the Sumner field Townhomes) for the creation of a Lease-to-Own initiative. MPHA's initial target audience for this initiative was qualified public housing residents, Housing Choice Voucher participants, families on MPHA's waiting lists, and MPHA and City of Minneapolis employees who qualify for public housing. MPHA later broadened the eligibility to include other low-income, first-time homebuyers. Participants rent these units as public housing residents, with a requirement to purchase within five years. MPHA offers advantageous terms for families that close within two years. MPHA works with participants on achieving the homeownership goal, although participants are ultimately responsible for achieving mortgage-readiness and securing financing. MPHA escrows a portion of each month's rent (as a contribution toward a down-payment) and matches up to \$1,500 in documented personal savings.

In 2018, MPHA completed a thorough review of the program including the selection criteria, case management, and homeownership counseling. We updated the program's supporting procedures and entered an MOU with Habitat for Humanity to provide homeowner-readiness counseling and mortgage financing options. All new entrants to the program must qualify for and enroll in the Habitat program. MPHA anticipates that as of 2023, 16 units of the original 20 will have been sold. We will continue our work to close on the remaining homes.

Changes to Activity/Metrics/Data– Planned (Annual Plan) or Actual (Annual Report)

MPHA does not plan any changes to this activity in the plan year.

<i>SS #1: Increase in Household Income</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average earned income of households affected by this policy in dollars (increase).	\$39,000	\$53,176	N/A for the Plan	N/A for the Plan

SS #2: Increase in Household Savings				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average amount of savings/escrow affected by this policy in dollars (increase).*	0	\$750 per-household average	N/A for the Plan	N/A for the Plan

SS #8: Households Transitioned to Self Sufficiency				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	0	2	N/A for the Plan	N/A for the Plan

HC #5: Increase in Resident Mobility				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households able to move to a better unit and/or neighborhood of opportunity as a result of the activity (increase).	0	0	N/A for the Plan	N/A for the Plan

**This metric is not applicable to this activity, as the townhomes are not in an area of opportunity.*

<i>HC #6: Increase in Homeownership Opportunities</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households that purchased a home as a result of the activity (increase).	0	4	N/A for the Plan	N/A for the Plan

Local Project-Based Voucher Program (2018 – 6)

Approved and Implemented: 2018

Description/Update

Pursuant to Attachment C Section 7 of the Amended and Restated Moving to Work Agreement, MPHA has adopted its own local MTW Section 8 Project-Based Program. This includes the following:

- Project-basing Section 8 assistance at properties owned directly or indirectly by the Agency that are not public housing, subject to HUD's requirements regarding subsidy layering.
- Adopting a reasonable competitive process or utilize an existing local competitive process for project-basing leased housing assistance at units that meet existing Housing Quality Standards, or any standards developed by the Agency.
- Substituting a Letter of Commitment, MOU or other pre-issuance of a HAP action that is sufficient to move the development forward.
- Modifying HUD's HAP Agreement to include MTW-approved related actions.
- Waiving the caps on the proportion of a development that may be project-based; waiving the caps on allocation of MPHA's vouchers to PBVs.
- The option of owner-managed, site-based waiting lists (SBWL) and site-based administration for its project-based developments. Owners will be required to develop and obtain MPHA approval of tenant selection plans, including establishing guidelines for selection from the waiting list, screening, re-exams, and transfers.
- The option to determine the content of contract rental agreements that differ from otherwise mandated program requirements. This includes continuation of certain public housing lease, grievance, due process-related, and other provisions at properties that have undergone subsidy conversion, as a service to residents who undergo these transitions.

Application of other relevant MPHA policies to the Local PBV program, including MTW authorizations under MPHA's approved Rent Reform activity (2014 – 1).

When currently served families in public housing reside in units converted to project-based vouchers (PBVs), MPHA intends to promote housing stability and continuity, as consistent with its mission and its Guiding Principles for Redevelopment and Capital Investments.

With respect to a family that was living in an under-occupied scattered-site unit when MPHA converted the unit from public housing to PBV, the unit may receive PBV assistance and the family may remain in the unit until an appropriate-size scattered-site unit becomes available. If MPHA determines that there will be no appropriate-size scattered-site unit within a reasonable time, MPHA may offer a more nearly appropriate-size scattered-site unit. When MPHA offers an appropriate-size or more nearly appropriate-size scattered-site unit, the family living in the under-occupied scattered-site unit must move to the appropriate-size or more nearly appropriate-size scattered-site unit within a reasonable period determined by MPHA.

Typically, MPHA would require the family to accept or reject the unit within two days and to move within 15 days after the family accepts the unit and within three days after signing the lease. MPHA may provide additional time, for example, to mitigate a hardship related to the school calendar or illness within the family, or as a reasonable accommodation for a person with a disability. If the family does not relocate within the required time, MPHA expects to terminate assistance for the unit and that the owner will move to evict the family.

With respect to a family living in an over-crowded scattered-site unit when MPHA converts the unit from public housing to PBV, the unit may receive PBV assistance and the family may remain in the unit. If the unit is over-crowded according to HQS standards, MPHA will provide the family a priority for a transfer to a scattered-site or other unit consistent with applicable standards. MPHA may provide a Housing Choice Voucher, if the Executive Director or designee determine in their sole discretion that a voucher is available for this purpose and is the most reasonable means of providing adequate housing to the family.

The MPHA may revisit these policies after a reasonable transition period for conversion of the scattered sites from public housing to PBV.

The first initiative under this activity was the launch of MPHA's open-ended PBV Request for Proposals (RFP) in 2018. Through the RFP, MPHA can strategically place vouchers—including veterans (VASH) and non-elderly disabled ("mainstream")—in ways that align with the values and needs of the community, while achieving maximum return in creating additional affordable housing. Under the RFP, MPHA will continue to make PBV awards and lease up units.

MPHA has project-based for the first time at properties owned by the agency, following subsidy conversions under RAD and Section 18. Any future such applications are contemplated elsewhere in this plan and would follow the required and transparent course.

Note that starting with the 2020 plan, this activity integrated two closed-out activities: Shelter to Home - PBV (2016-1); Targeted Project-Based Initiative (2011-1).

2023 Use of Previously Existing MTW Authorizations

While MPHA retains the ability to use and may use all the above authorizations in the future, MPHA expects to use them as follows in 2023. MPHA will use the ability to project-base to PHA-owned units without following a competitive process as needed in connection with the 84-unit new construction project described below. MPHA does not plan to (1) use the MTW authorizations to adopt a different competitive process for non-PHA-owned units or (2) substitute a Letter of Commitment or other pre-issuance of a HAP action for an Agreement to Enter into Housing Assistance Payments Contract. MPHA expects to waive the cap on the proportion of a development that will be project-based for the 84-unit new construction project. MPHA may exceed the 20% cap on allocation of vouchers to PBVs.

MPHA uses owner-managed, site-based waiting lists for all PBV projects after their initial occupancy. MPHA uses the MTW authorization to carry over public housing tenant protection-related provisions for its scattered-site PBV units and may do so for the 84-unit new construction project. MPHA is not applying rent reform to PBV units. MPHA is applying the MTW-authorized modifications regarding treatment of households in wrong-sized scattered-site units.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report)

There are no changes to metrics or data.

MPHA is incorporating a relevant authorization under Attachment C, D.2.b. (waiving 24 CFR 982.308f), under which “the Agency is authorized to determine contract rents and increases and to determine the content of contract rental agreements that differ from the currently mandated program requirements in the 1937 Act and its implementing regulations.” In executing its first public housing preservation subsidy conversions, we noted the potential value, for public housing residents and as a matter of administrative efficiency, of being able to preserve terms from public housing leases and lease-related documents. MPHA desires this authorization going forward, including any RAD applications MPHA might make in the future, as a further assurance that public housing resident protections are preserved notwithstanding a conversion (except as otherwise required by law). At this time MPHA is interested in implementing only the second (“contract rental agreements”) portion of this authorization. We would propose an update and explain in future proposed plans if we sought to apply the first part related to modifying contract rents.

MPHA may implement changes to the local PBV program to increase efficiency in several respects, now that MPHA has converted over 700 scattered-site units to PBV. First, MPHA may simplify rent reasonableness practices, by means that may include among others (1) allowing a new annual rent to go into effect without a new rent reasonableness study when the new rent would be authorized under the previous rent reasonableness study, and (2) omitting rent

reasonableness studies for particular units and instead explicitly relying on completed rent reasonableness studies already completed for units with similar characteristics (e.g., same bedroom size and neighborhood). Second, to even out management staff workload, MPHA may stagger annual rent increase dates and may rely on increased fair market rents without rent reasonableness studies to authorize rent increases during interim periods that will facilitate the transition to staggered dates.

<i>HC#1: Additional Units of Housing Made Available</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household give that type in this box)	0	25 63 Family Housing – Scattered Sites New Construction (This is 84 units less than 21 existing assisted units).	N/A for the Plan	N/A for the Plan

<i>HC#2: Units of Housing Preserved</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of housing units preserved for households at or below 80% AMI that would otherwise not be available (increase). If units reach a specific type of household, give that type in this box.	0	891 21 Family Housing – Scattered Sites New Construction (21 existing assisted units that will be redeveloped).	N/A for the Plan	N/A for the Plan

In late 2022, subject to applicable HUD approvals, MPHA expects to undertake a 3–6-month demolition of 21 PBV-assisted scattered site units and their replacement construction period with 84 PBV and low-income housing tax credit-assisted modular units on those sites. Current residents will remain subsidized throughout the process, be relocated temporarily for the 3–6-month demolition and construction period and move into the new PBV- assisted units. MPHA expects to use this activity both to assure that the residents’ treatment reflects the reality that they will be continuously subsidized and moved into the new construction and to facilitate the HAP contract transition from the current PBV units to the modular PBV units. MPHA would not provide notice for terminating contracts under 24 CFR 983.206 or allow residents to move with their assistance under HUD Notice PIH 2017-21, Attachment K (implementing new Section 8(o)(13)(F)(iv) of the U.S. Housing Act of 1937 added by the Housing Opportunity Through Modernization Act of 2017), irrespective of any potential applicability of these provisions. MPHA also may modify HAP and/or AHAP contract rules as needed to allow for partial assignment of the current HAP contract to the new units with the necessary contract revisions, for that assignment or the commencement of new HAP contracts on a staggered basis as households move into the completed units, or as otherwise needed to assist the transition for these households and MPHA and satisfactory to the participating lender(s) and tax credit investor(s).

HC#4: Displacement Prevention				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households at or below 80% AMI that would lose assistance or need to move (decrease). If units reach a specific type of household, give that type in this box.	0	200*	N/A for the Plan	N/A for the Plan
*This benchmark turned out to be higher than the number of families who were ultimately affected by the change. While short of the benchmark, the outcome is considered fully successful, as every family intended to be protected under this activity was protected and remained housed.				

Minimum Rent Initiative for Public Housing Residents (2010 – 2)

Approved in 2010 and Implemented in 2011

Objective: Cost-Effectiveness

Description/Update

Tenants moving into public housing whose calculated rent is less than the minimum rent, pay the minimum rent that is in effect at the time of lease-up. This initiative increased the minimum rent of existing tenants at the first annual or interim re-exam after implementation. The initiative was implemented to promote self-sufficiency and increase rental income.

Changes to Activity/Metrics/Data– Planned (Annual Plan) or Actual (Annual Report)

MPHA does not plan any changes to the activity in the plan year.

<i>CE #5: Increase in Agency Rental Revenue - Public Housing</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Rental revenue in dollars (increase).	\$221,400.00	\$450,000	N/A for Plan	N/A for Plan

Mobility Voucher Program (2009 – 6)

Approved in 2009, Implemented in 2010

Objective: Housing Choice

Description/Update

MPHA created a Mobility Voucher program to encourage low-income families to move to communities of greater opportunity that are not impacted by concentrated poverty or race and to find safe, decent, and affordable housing in an environment conducive to breaking the cycle of poverty. This initiative responds to HUD's goal of deconcentrating families who live in poverty and Affirmatively Furthering Fair Housing. The program is structured to increase housing choices for families on the MPHA Section 8 Waiting List and current program participants who live in Areas of Concentrated Poverty and who are willing to move into non-concentrated areas (also referred to as "areas of opportunity").

We serve families under the Mobility Program by a) offering incentives and enhanced support to help families find and keep homes in areas of opportunity within the City of Minneapolis, and b) allowing participant families to lease a unit outside the City of Minneapolis, provided the unit is located in an area of opportunity. Families who lease in another metro area housing authority's jurisdiction must continue with MPHA case management services to remain eligible for the Mobility Program. Mobility families who port-out cannot be absorbed during the three years they are under the Contract of Participation with the receiving housing authority.

In 2015, the Mobility Voucher Program was redesigned to offer material incentives to the program such as security deposit assistance, application fee assistance, higher payment standards, bus cards, and moving assistance. In 2016 and 2017, MPHA hired a Mobility Community Services Coordinator and began implementing strategies recommended by a report from the Family Housing Fund, Enhancements and Best Practices Designed to Expand Resident Choice and Mobility in Minneapolis. In 2018, MPHA completed a rent study to better understand rental trends in the marketplace and inform data-driven decisions on where to adjust our payment standards. MPHA intends to implement these area rents in ways that allow families to stretch their voucher further, living where they can maximize their chances for success and the success of their children.

HUD announced in April 2021 that nine lead public housing authorities (PHAs) will participate in HUD's new Housing Choice Voucher (HCV) Mobility Demonstration. Under the demonstration, MPHA received 37 vouchers and Metropolitan Council Housing & Redevelopment Authority (MCHRA) received 37 vouchers. Through this Demonstration, these sites will provide families

with children better access to low-poverty neighborhoods with high-performing schools and other strong community resources. The Demonstration builds upon recent research that shows growing up in neighborhoods with lower levels of poverty improves children's academic achievement and long-term chances of success and reduces intergenerational poverty. Children who move to low-poverty neighborhoods have also been shown to experience lower rates of hospitalizations, lower hospital spending, and some changes in mental health over the long-term follow-up. Adults given the chance to move to low-poverty neighborhoods experience reductions in obesity and diabetes.

MPHA and Metro HRA have been using the initial planning year of the Community Choice Demonstration to plan and prepare the program design based upon HUD guidelines and with the support of technical assistance from HUD provided vendors. We launched the pilot in September 2022 and are anticipating exiting the pilot to full implementation Spring 2023. The start of the pilot includes recruitment and enrollment of eligible families and the beginning of comprehensive mobility-related services provided by Metro HRA to households selected to receive these services.

The HCV Program continues to encourage all families to locate and obtain housing in communities of greater opportunity. Eligibility criteria for the Mobility Voucher Program is as follows: applicants must be currently living in a Minneapolis area impacted by race and poverty, have minor children, be employed, in job training or in school, and be willing to enter into a contract and relocate to an area not impacted by poverty, for a minimum of three years.

The Mobility Community Services Coordinator will provide the Mobility families with case management services, referrals to community resources and employment / educational opportunities, as well as act as the liaison between the tenant family and the property owner. Working closely with the Community Services Coordinator-Mobility, families set goals, attend regular meetings, participate in workshops, and receive on-going case management throughout the entire time they are on program in order to achieve a greater level of self-sufficiency for their entire family.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report)

MPHA does not plan any changes to this activity in the plan year.

<i>HC #5: Increase in Resident Mobility</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households able to move to a better unit and/or neighborhood of opportunity as a result of the activity	0	45	N/A for the Plan	N/A for the Plan

<i>HC #7: Households Assisted by Services that Increase Housing Choice</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase housing choice	0	45	N/A for the Plan	N/A for the Plan

Property Owners Incentive Program (2018 – 1)

Approved and implemented, 2018

Objectives: Housing Choice

Description/Update

MPHA and the City of Minneapolis partner to fund and administer incentives that encourage property owners to accept Section 8 Housing Choice Vouchers (HCVs). With these incentives, MPHA and the city intend to reassure property owners that have not partnered in the HCV program, especially due to past challenging experiences, that their concerns can be addressed or mitigated. MPHA anticipates these incentives will increase the number of property owners that participate in the HCV program, leading to increased housing choice for families with vouchers—particularly in areas of greater opportunity.

The incentives, covered under a Memorandum of Understanding with the city, include:

Property damage protections: The city will protect property owners by covering tenant damage claims that exceed the security deposit, up to \$2,500. MPHA will manage the funds and work with the city to evaluate claims.

Property Owner Holding Fee: MPHA will pay a Holding Fee of up to \$500 to the property owner to hold an approved unit for an eligible participant while awaiting the release of a pro-rated rental subsidy.

First Time HCV Property Owner Incentive: Property Owners receive a one-time, \$250 incentive fee when they rent to a voucher holder for the first time.

MPHA processes and pays claims and receives reimbursement from the city for the city's portion (50 percent). MPHA began processing incentive payments in mid-2018, paying out \$8,000 in new-owner incentives by year-end. There were no payments for damage protection or the holding fee. Anecdotally, owners have mentioned that the existence of the program—whether they received payments or not—has had a positive effect on their working relationship with MPHA.

The program is considered a pilot, with a length to be determined by the draw-down of the initial \$50,000 funding pool. We will monitor claim patterns and the draw-down of the pool. At or before the pilot's conclusion, the city and MPHA will jointly reassess the success of the incentives and potential adjustments. The partners may use a community review process and on-going surveys of current and potential owners to adapt or to design new incentives under this initiative.

Changes to Activity/Metrics/Data– Planned (Annual Plan) or Actual (Annual Report)

MPHA maintains this activity in the plan year, but also notes the possibility that MPHA would be able to utilize its funding in this manner without necessarily using financial support from the City of Minneapolis. MPHA would also like to utilize its funds in this manner in conjunction with its Flexible Subsidy for Community Priorities (2020 – 3) described above.

<i>HC #1: Additional Units of Housing Made Available</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household, give that type in this box.	0	30	N/A for the Plan	N/A for the Plan

<i>HC#5: Increase in Resident Mobility</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households able to move to a better unit and/or neighborhood of opportunity as a result of the activity (increase)	0	15	N/A for the Plan	N/A for the Plan

<i>MPHA Metric</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Increase in the number of new owners in opportunity areas of the City of Minneapolis	0	15	N/A for the Plan	N/A for the Plan

Public Housing Working Family Incentive (2010 – 1)

Approved and Implemented in 2011

Objectives: Self-Sufficiency

Description/Update

The rent calculation includes an automatic 15 percent deduction from the gross annual earned income of a working family, defined as any family where earned income of any amount is part of the rent calculation. This deduction provides the working family with available money to support work-related costs such as transportation, uniforms, and health insurance premiums.

MPHA has seen good results under this initiative, with annual increases in the number of households employed and increases in the income of these households. These outcomes improve the likelihood that the family would achieve a livable wage and move toward self-sufficiency.

This is a rent reform initiative. MPHA has received no requests for hardship exceptions.

Changes to Activity/Metrics/Data– Planned (Annual Plan) or Actual (Annual Report)

Updates to Benchmarks.

<i>SS #1: Increase in Household Income</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average earned income of households affected by this policy in dollars (increase).	\$15,970	\$26,000	N/A for Plan	N/A for Plan

<i>SS #3: Increase in Positive Outcomes in Employment Status</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
(6) Other - Households with earned income.	1,241	800	N/A for Plan	N/A for Plan
(Expressed as percent)	21%	15%		

SS #4: Households Removed from Temporary Assistance for Needy Families (TANF)				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving TANF assistance (decrease).	546	300	N/A for Plan	N/A for Plan

SS #6: Reducing Per Unit Subsidy Costs for Participating Households*				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average amount of Section 8 and/or 9 subsidy per household affected by this policy in dollars (decrease).	\$306	\$315	N/A for Plan	N/A for Plan

**This metric was required by HUD, but it does not provide valid information as subsidy proration has significantly changed. Subsidy is provided by AMP, not individual tenant.*

SS #7: Increase in Agency Rental Revenue				
Unit of Measurement	Baseline (2009)	Benchmark	Outcome	Benchmark Achieved?
Total Household contributions towards housing assistance (increase).	\$14,437,400	\$18,000,000	N/A for Plan	N/A for Plan

<i>SS #8: Households Transitioned to Self Sufficiency</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	270	75	N/A for Plan	N/A for Plan

* Self-Sufficiency Definition: Public housing residents whose rent increased to the flat rent amount for their unit.

Rent Reform Initiative (2014 – 1)

Approved and Implemented in 2014

Description/Update

The goal of rent reform was to streamline and simplify the rental subsidy determination and recertification processes, promoting self-sufficiency for participants while saving costs and allowing us to serve more families from our waitlist. With the advent of federal sequestration in 2013, the focus shifted to maintaining assistance for all current families within a severely decreased budget.

MPHA's rent reform initiative includes the following elements, further details of which are included in MPHA's Statement of Corporate Policies and HCV Program Procedures:

- **Flat Subsidy:** MPHA replaced the standard rent calculation method with a simplified, flat subsidy model that incorporates consideration for tenant-paid utilities. We aspire to present the HAP amounts in a way that gives families a clear understanding of how much they will receive, allowing them to make a more informed decision of where they could move.
- **Minimum Rent:** As part of the flat subsidy model, MPHA revised the application of minimum rent policies. If a participant's calculated rent amount is less than the minimum rent amount, the participant pays the minimum rent to the owner.
- **40 Percent Affordability Cap:** MPHA eliminated the 40 percent affordability cap because under rent reform affordability becomes the responsibility of the family. We will not approve a Request for Tenancy Approval (RTA) if a participant's rent portion exceeds 50 percent of their monthly adjusted income without supervisory review and approval.
- **Revised Asset Income Calculation and Verification Policies:** When the market value of a family's assets is below an established asset threshold, MPHA will exclude income from these assets. When the total asset market value is greater than the established threshold, MPHA will calculate asset income by multiplying the asset's market value by the applicable passbook savings rate. HCV households may self-certify when the market value of the household's total assets is below the established threshold.
- **Interim Re-examinations:** MPHA limits HCV families to one discretionary interim re-examination per year. Between recertifications, household members who are employed are not required to report increases in earned income. Unemployed household members

(change to “households with no earned income”) must report any subsequent employment. Increases in unearned income for any household member and changes in household composition must still be reported. MPHA does not require notification of increases of income that do not require an interim.

- **Working Family Incentive and Streamlined Deductions and Exclusions:** MPHA has eliminated childcare, medical expenses, and dependent deductions from the calculation of adjusted income. To lessen the impact of these changes, MPHA continues to administer the Working Family Incentive and increased the standard elderly/disabled deduction. MPHA excludes all income for adult, full-time students (other than the head of household, co-head, or spouse).
- **Changes in Fair Market Rents (FMRs):** MPHA waived the requirement that the agency conduct reasonable rent determinations on all HCV units when there is a five percent year-over-year decrease in the FMR in effect 60 days before the contract anniversary. MPHA conducts reasonable rent determinations at the time of initial lease-up, at the time of owner rent increases, and any other times deemed appropriate by MPHA. MPHA conducts research and market analysis on local rents. We intend to explore updating our payment standards to reflect this local market analysis as way of increasing choice for families.
- **Flat Subsidy Reasonable Accommodation:** As a reasonable accommodation for individuals with qualifying disabilities, MPHA may provide a higher subsidy for accessible units.
- **Mixed Families:** For families with mixed immigration status, MPHA will deduct 10% from the flat subsidy amount. This 10% deduction is a flat deduction from the subsidy amount, regardless of the number of ineligible family members in the household.
- **Mitigating rent increases in cases of subsidy conversion:** MPHA may mitigate and/or phase in rent increases for households that formerly lived in Section 9 public housing and moved to MPHA’s PBV program through a subsidy conversion program (such as RAD or Section 18), as permitted under the MTW Agreement and program regulations.
- **Triennial Recertification for All Families [UPDATED]:** All households will undergo recertification once every three years. MPHA will perform recertification on a rolling basis, with approximately 1/3 of families recertified each year.

NOTE: Families in project-based units which receive funding from HUD's Community Planning and Development department through the Supportive Housing Program (SHP) or the Housing Opportunities for Persons with AIDS (HOPWA) program are exempt from MTW minimum rent and all other aspects of HCV rent reform.

NOTE: MPHA's Rent Reform activity and authorizations may be applied to all Section 8-funded voucher-types, as specified under MPHA's Statement of Policies and any relevant procedures. This includes tenant- and project-based voucher subsidies, including MPHA-controlled properties that have undergone conversion from Section 9 to Section 8 through the Rental Assistance Demonstration or other HUD-approved program, unless otherwise prohibited by HUD pursuant to statutory or regulatory requirements not subject to waiver.

Changes to Activity/Metrics/Data – Planned (Annual Plan) or Actual (Annual Report)

MPHA is adding item (k), to move all households subject to this activity to a triennial recertification cycle. Related this change, the narrative modifies item (e) to remove references to “annual” certifications and clarify interim recertification policy. This change is authorized by Attachment C-D.1(c), which is already approved under this activity.

MPHA currently recertifies households on fixed incomes triennially. By moving all families to this same cycle, MPHA advances the statutory objective of increasing incentives for self-sufficiency by allowing working families to retain more of their growth in earned income. It will have the secondary effect of advancing the cost-effectiveness of the agency's operations, freeing up staff capacity to focus on other priorities that advance the wellbeing of families.

Households will not be required to report to MPHA any interim changes in income, or undergo an interim reexamination, unless this increase represents an initial introduction of earned income for a household that previously had none. Changes in household composition will also still require reporting and trigger an interim reexamination. MPHA will continue to process interim examinations as today, and adjust rent downward as warranted, where families experience a decline in household income.

MPHA will recertify one-third of families in 2021, an additional third in 2022, and the remaining third in 2023, with each family experiencing triennial certification going forward.

We do not anticipate that this change, by its construction, would have an adverse impact upon any families. However, should any situation arise, MPHA's standard rent reform hardship policy would apply.

MPHA has conducted a basic impact analysis by looking at the average change in tenant payment over the prior 12 months, and calculating the impact if families retained these payments (rather

than undergo annual or interim reexamination). Since fixed-income HCV households are already certified triennially, this change would affect only households with earned (employment) income, who are now recertified annually.

<i>Estimate of Impact: Triennial Recertifications</i>			
<i>MTW/Rent Reform VOUCHERS</i>	Avg. Monthly Tenant Payment (2019)	Avg. Monthly Tenant Payment (2020)	Average Year-over- Year Increase in Tenant Payment
Households with Earned Income	\$451.00	\$470.00	\$ 19.00

<i>Individual Affected Household Impact</i>	
Avg. retained earnings (Annual)	\$ 228.00
Avg. retained earnings (3 Years)	\$ 684.00

<i>Aggregate Impact (Annual)</i>	
Total EA families (July 2020)	1,660
Families forgoing reexam (2/3)	1,107
Monthly savings to families (additional HAP from MPHA)	\$ 21,027
Annual savings to families (additional HAP from MPHA)	\$ 252,320

The impact on families is positive. With an average increase in monthly tenant payment of \$19, a household would retain \$228 per year (\$684 between triennial recertifications). On an aggregate basis, assuming 1/3 of families recertified each year, this amounts to \$252,320 in retained earnings for families.

Conversely, this represents \$252,320 in additional HAP payments that MPHA would make—a measure of the cost implications of this change. We believe this is outweighed by the benefit to MPHA families and by staff time savings. This basic model also does not account for the effect of the earning incentive created by this policy, which could lead to higher growth in family income over time compared to the status quo—a positive outcome for both families and the PHA.

There are no other changes to this activity, nor to metrics or data collection.

CE #1: Agency Cost Savings				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total cost of task in dollars (budget for Section 8 HCV program – expenses)	\$44,451,999	\$50,578,800	N/A for the Plan	N/A for the Plan

CE #2: Staff Time Savings				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Total time to complete the task in staff hours (decrease).	0*	0*	N/A for the Plan	N/A for the Plan
* In assembling this report, MPHA has looked closely at our prior reporting on this metric and investigated the capacity of our existing internal data sources to measure baselines and outcomes. Our review has determined that we are currently unable to measure this metric in a verifiable, usable way. MPHA will continue exploring whether to reinstate this metric in the future.				

CE #3: Decrease in Error Rate of Task Execution				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average error rate in calculating adjusted income as a percentage	12.6% error rate in adjusted income calculation	4% error rate in adjusted income calculation	N/A for the Plan	N/A for the Plan

SS #1: Increase in Household Income				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average income from employment	\$17,495	\$25,611	N/A for the Plan	N/A for the Plan

*Among employed households.

<i>SS #3: Increase in Positive Outcomes in Employment Status</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
6. Other – work-able households with earned income*	1,504 heads of households had earned income 58% of work-able households had a head of household with earned income	1825 heads of households had earned income 70% of work-able households had a head of household with earned income	N/A for the Plan	N/A for the Plan
"Work-able" is defined as a HOH that is not elderly or verified as disabled.				

<i>SS #4: Households Removed from Temporary Assistance to Needy Families (TANF)</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving TANF assistance	2,418	450	N/A for the Plan	N/A for the Plan

<i>SS #6: Reducing Per Unit Subsidy Costs for Participating Households</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average per unit cost	\$730	2020 - \$751.00 (1.6% COLA 2020)	N/A for the Plan	N/A for the Plan

<i>SS #8: Households Transitioned to Self-Sufficiency</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.*	14	2020: 350	N/A for the Plan	N/A for the Plan
*Includes homeownership, zero HAP, and voluntary withdrawals due to achieving financial stability.				

Shelter to Home - Public Housing (2015 – 1)

Approved in 2015, Implemented in 2017

Objectives: Housing Choice, Self-Sufficiency

Description/Update

In March 2019, MPHA opened the Minnehaha Townhomes, constructed in partnership with multiple public entities (and one philanthropic contribution). MPHA owns and manages these 16 townhomes for families experiencing homelessness. Families enter these public housing units directly as referrals from the Hennepin County Coordinated Entry homeless shelter system, with the units reserved for families below 30 percent of area median income. The development includes four two-bedroom and 12 three-bedroom units, along with a playground, ample green space, community patio, and storm-water management. Four units are permanent supportive housing, reserved for families experiencing long-term homelessness. The families who live at the Minnehaha Townhomes receive ongoing services from the county.

Under HUD's Faircloth limit, the Minneapolis Public Housing Authority (MPHA) could operate additional public housing units over its current stock and receive additional subsidy for the units, if these units could be developed. Another premise proposed under this activity is that MPHA use its MTW authority to work with local affordable housing developers to include homeless- focused Faircloth units in affordable housing projects in the City of Minneapolis, using the Operating Subsidy-Only Mixed Finance Development process. These developments would be dependent upon the developer receiving other non-public housing financing. This concept has not been successful since introduced with the implementation of this activity; the operation of public housing units within a private/non-profit property is not appealing to developers. However, MPHA remains open to a partnership along these lines, under the auspices of this activity.

Changes to Activity/Metrics/Data– Planned (Annual Plan) or Actual (Annual Report)

None.

HC #1: Additional Units of Housing Made Available				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase).	0	16	N/A in the Plan	N/A in the Plan

HC #5: Increase in Resident Mobility				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households able to move to a better unit and/or neighborhood of opportunity as a result of the activity.	0	16	N/A in the Plan	N/A in the Plan

SS #3: Increase in Positive Outcomes in Employment Status				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Employed Full-Time	0	4	N/A in the Plan	N/A in the Plan
Employed Full-Time	0	4		
Enrolled in an Educational Program	0	0		
Enrolled in Job Training Program	0	0		
Unemployed	16	8		
Other	0	0		

SS #4: Households Removed from Temporary Assistance for Needy Families (TANF)				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving TANF assistance (decrease).	16	8	N/A in the Plan	N/A in the Plan

<i>SS #5: Households Assisted by Services that Increase Self Sufficiency</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase self-sufficiency (increase).	0	6	N/A in the Plan	N/A in the Plan

Note: Clients receive services in the initial months after move-in. We anticipate there will typically be a mix of residents receiving these initial services, and those who no longer need them.

<i>SS #8: Households Transitioned to Self-Sufficiency</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	0	2	N/A in the Plan	N/A in the Plan

Supportive Housing for Youth (2016 – 3)

Approved in 2016, Implemented in 2016

Objectives: Housing Choice, Self-Sufficiency, Cost-Effectiveness

Description/Update

The City of Minneapolis has a significant need for supportive housing for homeless youth. This activity helps MPHA contribute through vouchers or sponsor-based/non-traditional rental subsidies to help meet this need.

This activity began when two local partners, Project for Pride in Living (PPL) and YouthLink, worked together to build a new facility to provide supportive housing for 46 homeless youth (ages 18-23). MPHA committed 25 project-based vouchers for a period of 20 years. The facility, called Downtown View, opened in February 2018. YouthLink and PPL provide educational support, job training, and other supportive services. Case managers also help them navigate the often- difficult system of community-based adult services such as education, employment, and independent housing. Youth pay 30% of their incomes toward their housing. The youth served come to the program via the Hennepin County Coordinated Entry system for sheltering the homeless, with intake administered by Youthlink. MPHA operates under an agreement with PPL and YouthLink that details funding and operational requirements of the program along with the reporting requirements.

This activity is expanding in 2021 to include additional sponsor-based partnerships, on a similar model. The first is at Nicollet Square, where MPHA funding will support 42 efficiency units for youth between 16 and 22 experiencing homelessness, including those in extended foster care. Youthlink will provide onsite services. And at Cedar View, 10 one-bedroom apartments will serve homeless pregnant or parenting youth ages 18 to 22, with services provided by Simpson Housing. Both programs also feature the involvement of Beacon Interfaith Housing Collaborative, an MPHA partner familiar from our work on Great River Landing (GO Housing MTW activity). We look forward to reporting the outcomes for these young people going forward.

Changes to Activity/Metrics/Data– Planned (Annual Plan) or Actual (Annual Report)

This activity has been renamed “Supportive Housing for Youth.” (The title was formerly preceded by the word “Permanent”). This has no bearing upon the program intent or activities. The term “permanent” is ill-defined and has the potential to be confusing.

Otherwise, no changes.

<i>CE#4: Increase in Resources Leveraged</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Amount of funds leveraged in dollars (increase).	0	\$11,900,649	N/A for the Plan	N/A for the Plan

<i>HC #1: Additional Units of Housing Made Available</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase)	0	77	N/A for the Plan	N/A for the Plan

<i>HC #5 Households Assisted by Services that Increase Resident Mobility</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households able to move to a better unit and/or neighborhood of opportunity as a result of the activity (increase).	0	77	N/A for the Plan	N/A for the Plan

<i>HC #7: Households Assisted by Services that Increase Housing Choice</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase housing choice (increase).	0	77	N/A for the Plan	N/A for the Plan

<i>SS #1: Increase in Household Income</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average earned income of household affected by the policy (increase)*	0	\$8,487	N/A for the Plan	N/A for the Plan

* For 2020, because of temporary partner data limitations, outcome reflects participants in the Downtown View property only.

<i>SS #2: Increase in Household Savings</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Average amount of savings/escrow of households affected by this policy (increase).	0	\$300	N/A for the Plan	N/A for the Plan

<i>SS #3: Increase in Positive Outcomes in Employment Status*</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
(1) Employed Full-Time	0	0	N/A for the Plan	N/A for the Plan
(2) Employed Part-Time	0	8		
(3) Enrolled in an Educational Program	0	8		
(4) Enrolled in Job Training Program	0	8		
(5) Unemployed	25	0		
(6) Other:	0	0		

* For 2020, because of temporary partner data limitations, outcome reflects participants in the Downtown View property only.

<i>SS #5: Households Assisted by Services that Increase Self Sufficiency</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase self-sufficiency (increase).	0	77	N/A for the Plan	N/A for the Plan

<i>SS #8: Households Transitioned to Self Sufficiency</i>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	0	2	N/A for the Plan	N/A for the Plan

* Self Sufficiency Definition: Youth on an education or employment trajectory and able to afford safe and decent housing upon exit from program.

ACTIVITIES NOT YET IMPLEMENTED

None.

ACTIVITIES ON HOLD

Alternate Income Verifications (2013 – 2)

Approved in 2013, Not Implemented, Placed On-Hold in 2017

Description

The purpose of this activity was to enable low-income persons in need of assisted living to receive housing with services that would not be available to them with the current regulatory requirements for verification of income in public housing. MPHA proposed that if an applicant was eligible and has income information that clearly demonstrates eligibility for public housing, MPHA should be able to utilize this information to sign a lease and move the tenant into housing. However, MPHA found in practice that it did not need to implement this initiative to successfully house persons in the agency's new acute assisted living/memory care programs. The activity may, however, be relevant to future efforts.

Reactivation Update (Plan) or Actions Taken (Report)

MPHA's plans and timeline are indeterminate at this time. The activity was placed on-hold in 2017, and we continue to assess its future potential need.

Changes or Modifications since Approval

None.

Job-coaching / Savings-match Pilot is just one component of MPHA's existing activity - Goal-Oriented Housing Initiative (2018 – 2)

Job-coaching / Savings-match Pilot: In 2021, MPHA expects to pilot a program to incentivize employment and savings for participants in MPHA's public housing and voucher programs. Participation in the program will be voluntary, serving a target of up to 25 families in its first year. In return for a savings match of up to \$100 per month, participants will receive dedicated coaching and connections with service providers focused on employment/career pathways, education and skills development, financial education. Other connections/partnership might include literacy and English language classes, services, mentorship services, and childcare providers. MPHA will use multiple methods to recruit from among the families we serve, including efforts to reach across language or other barriers. Potential annual costs, including the savings match for the indicated number of families and

anticipated hiring of a program coordinator position, would be approximately \$100,000. However, MPHA will pursue grant funding to defray these costs in full or in part.

Reactivation Update (Plan) or Actions Taken (Report)

MPHA's plans and timeline are indeterminate at this time. The activity was placed on-hold in 2021, and we continue to assess its future potential need.

Changes or Modifications since Approval

None.

Public Housing Earned-Income Disregard (2009 – 4)

Approved in 2009, Implemented in 2010, Placed On-Hold in 2017

Description

HUD regulations allow families a full income disregard for one year and a 50% disregard for the second year in certain circumstances (including employment of a previously unemployed household member, participation in a self-sufficiency program, and if the household receives welfare payments). As families move in and out of employment, the disregard is postponed. Monitoring this standard arrangement is time consuming and creates administrative hardships that are prone to errors. MPHA created a full two-year income disregard for eligible families, which eliminated the administrative hardship and time-consuming monitoring.

Since implementing this initiative, 353 MPHA residents have completed MTW EIDs. This number reflects the percentage of elderly and disabled residents in our population. However, households who participated in this program had a meaningful incentive to work and continue working as the EID is targeted to reward families who maintain their employment for a full two years. MPHA also found the initiative reduced staff time and mitigated possible errors as the policy implements EID for two full years without having to deal with the intermittent, cumbersome tracking and communications issues related to the HUD standard 48-month program. Residents reported that they were able to follow and understand this program better.

The activity has been successful. MPHA placed this activity on hold when we judged that we could continue it without MTW authority. However, we believe there may be circumstances in which we would reactivate it in the future.

Reactivation Update (Plan) or Actions Taken (Report)

MPHA's plans and timeline are indeterminate at this time. The activity was placed on-hold in 2017, and we continue to assess its future potential need.

Changes or Modifications since Approval

None.

CLOSED-OUT ACTIVITIES

Note: Replace Form of Declaration of Trust (DOT) with Land Use Restriction Agreement (LURA) to Preserve Public Housing (2019 – 1) is closed out in this report.

Absence from Unit Initiative (2011 – 3)

Approved in 2001, Implemented in 2011, Closed in 2017

Why the activity was closed out: The absence-from-unit initiative continues the rent obligation for tenants whose income is temporarily reduced during an absence from the unit for more than 30 days. Under this initiative, tenants who temporarily lose income were required to pay rent as if the income continued. Residents could request a hardship to pay minimum rent during their absence, along with an agreement to repay the difference over the next 12 months. MPHA's resident organization has continually challenged MPHA to end this initiative as it has a disproportionate impact on immigrant families who receive SSI and lose this income if they travel outside the United States. After several years of experience and study of the financial impact of this initiative, MPHA has determined that the administrative burden related to this initiative and the hardship this creates for very low-income immigrant families is not cost-effective.

Biennial Housing Quality Standards Inspections (2012 – 1)

Approved and Implemented in 2012, Closed out in 2014

Why the activity was closed out: This activity gave MPHA the authority to change the HCV Program's annual Housing Quality Standards (HQS) Inspection requirement to a biennial HQS Inspection requirement for units in multifamily complexes of six (6) units or more and where 80% of those units passed HQS Inspections in the prior two years. However, two years later Section 220 of the 2014 Congressional Appropriations Act allowed "public housing authorities to inspect assisted dwelling units during the term of a HAP Contract by inspecting such units not less than biennially instead of annually." MPHA's current MTW initiative under this category is fully compliant with all the allowances under Section 220 of the 2014 Congressional Appropriations Act and the agency closed it when we judged that MTW authority was no longer required.

Block Grant and Fungible Use of MPHA Resources (2009 – 1)

Approved 2009, Implemented in 2009, Closed in 2017

Why the activity was closed out: HUD does not require this to be reported in the same format as other initiatives. The MTW Sources and Uses provides the detail of the Combined

Fund. This Activity was moved to the “Closed Out” Section of the 2017 MTW Plan per HUD instruction.

Combine Homeownership Programs (2009 – 3)

Approved and implemented in 2009, Closed out in 2012

Why the activity was closed out: MPHA discontinued this initiative in 2012 due to funding shortfalls and closed out the program. With the phase-out of MPHA’s Homeownership Made Easy (HOME) program in June 2012, two families received homeowner education and mortgage readiness counseling in 2012. Of these, one family closed on their home in Northeast Minneapolis in June 2012. No families were assisted through the Moving Home program. No families were referred by Twin Cities Habitat for Humanity or Neighborhood Housing Services of Minneapolis for the Section 8 Mortgage Foreclosure Prevention Program.

Conversion of Mixed-Finance Public Housing Units to PBV (2010 – 3)

Approved in 2010, Implemented in 2019, Closed in 2020

Why the activity was closed out: MPHA consolidated this activity with another that was fundamentally the same, Conversion of Public Housing Operating Subsidy and Capital Funds for MHOP Units (2018 - 5). One activity pertained to a subset of properties of the other, which was redundant and potentially confusing. The core of both activities was to operationalize subsidy conversion programs for units in the Metropolitan Housing Opportunities Program (MHOP), which are owned and managed by third parties and created under the Hollman v. Cisneros Settlement Agreement. MPHA is continuing the initiative under this activity now under 2018 – 5.

Earned Income Disallowance Simplification - HCV (2012 – 2)

Approved and Implemented in 2012, Closed out in 2016

Why the activity was closed out: In the Housing Choice Voucher Program, HUD regulations allow families whose head of household is disabled a full income disregard for one year and a 50% disregard for the second year. As families move in and out of employment, the disregard is postponed; the monitoring is time-consuming and creates administrative hardships that are prone to errors. MPHA created a two-year full income disregard for eligible families and eliminated the administrative hardship and time-consuming monitoring. MPHA eliminated the Earned Income Disregard in implementing its Rent Reform program, but permitted current participants to complete their two-year eligibility under his initiative.

Foreclosure Stabilization PBV Demonstration Program (2010 – 5)

Approved in 2010, Implemented in 2011, Closed in 2017

Why the activity was closed out: This initiative was a partnership with a local non-profit that purchased and rehabilitated four- and six-unit properties that had gone through foreclosure. MPHA project-based 21 vouchers at these units. Implementation began in May 2011 and was complete by August 2012 when all 21 units were occupied. The units have remained occupied and active in 2016 as preserved units of affordable housing. The activity's objectives have been fulfilled.

MPHA – Hennepin County Transitional Housing Demonstration (2013 – 1)

Approved in 2013, Implemented in 2014, Closed out in 2016.

Why the activity was closed out: MPHA partnered with Hennepin County to create a "Transitional Housing with Supportive Services" demonstration program to allow MPHA to utilize up to eight public housing units for low-income individuals who need transitional housing for brief periods from a few days to a few months. These individuals are low-income vulnerable persons who will be exiting the hospital, have no support system and need supportive services to avoid re-hospitalization and who without such services would remain in the hospital costing thousands of dollars which could be significantly mitigated under this initiative. This activity did not live up to its promise. The county medical center ultimately could not secure adequate funding to support the concept. Even though it was more costly to address the repeated health needs of homeless people who visited the hospital, Minnesota Medical Assistance (Medicaid) paid for medical costs and could not reimburse for housing. Since implementation in 2014, only two units were occupied by seven individuals, which fell considerably short of our expectations. The key lesson learned is to continue to work on ways that Medicaid might reimburse for housing related costs.

Public Housing Self-Sufficiency Program (2009 – 5)

Approved and implemented in 2009, Closed in 2012

Why the activity was closed out: MPHA discontinued this program in 2012 due to federal funding cutbacks in its housing programs. This program was developed to support MPHA's homeownership initiatives which were also discontinued in 2012.

Reintegration of Offenders (2016 – 2)

Approved in 2016, Implemented in 2017, Closed in 2020

Why the activity was closed out: We integrated this partnership under another, subsequently- created MTW activity, Goal-Oriented Housing (2018-2). The intentions and

execution of the Reintegration of Offenders (also known as Great River Landing) project are a perfect fit for MPHA's Goal-Oriented Housing framework. The authorizations and scope of this earlier activity are entirely contained within the intent and authorizations of Goal-Oriented Housing. Accordingly, Activity 2016-2 was closed in 2020. Great River Landing is a project-based voucher partnership focused on ex-offenders committing to a program of job-training and employment. To date, the initiative took the interim form of a sponsor-based arrangement while the Great River Landing facility was under construction. After it opened, MPHA moved this subsidy into our long-term, project-based voucher program. In addition to stable housing and access to employment resources, the partner organizations (Better Futures Minnesota and Beacon Interfaith Housing Collaborative) will provide social and supportive services that will help the men reunify with their families and establish civic pride and ties to their communities once they enter the program.

Shelter to Home – Project-Based Vouchers (2016 – 1)

Approved in 2016, Implemented in 2016, Closed in 2020

Why the activity was closed out: This activity has been superseded by Activity 2018-6 (Local PBV Program). Under its Local PBV Program, MPHA now has a comprehensive, open Request for Proposals (RFP) for PBVs that allows MPHA to establish and accomplish community-driven goals with its PBV allocations (including directing units to serve community priorities such as homelessness, which was the stated original purpose of this activity, 2016-1). Accordingly, MPHA closed this activity as its intentions, potential outcomes, and authorizations are fully encompassed within our approved Local PBV Program Activity 2018-6. Under this activity, MPHA proposed to place up to 50 project-based vouchers (PBVs) with non-profit housing providers, focused on providing housing to formerly homeless families. Families will receive ongoing services from Hennepin County, property owners and/or their services provider partners. MPHA issued an initial request-for-proposals (RFP) in August 2016 and subsequently awarded a housing assistance payments (HAP) contract to one housing provider, Lutheran Social Services, for 12 PBVs. These units have been converted to PBV in the course of natural attrition of units.

Replace Form of Declaration of Trust (DOT) with Land Use Restriction Agreement (LURA) to Preserve Public Housing (2019 – 1)

Approved in 2019, Implemented in 2020, and Closed Out in 2022

Why the activity was closed out: MPHA implemented a Strategic Vision and Capital Plan featuring multiple strategies for preserving its portfolio, including RAD and Section 18. However, these HUD programs were infeasible or undesirable in limited cases where properties are nonetheless in need of significant rehabilitation. MPHA has determined other paths toward preserving the in-need properties and is no longer pursuing this initiative.

For these properties, MPHA will replace the form of Declaration of Trust (DOT) that inhibits the agency's ability to leverage needed capital investment, with a Land Use Restriction Agreement (LURA). This action should help MPHA leverage funds locally and move forward with revitalization of these properties. We will do this while maintaining the long-term affordability of this housing for very low-income families via the LURA. In contrast to the DOT, the LURA is a proven framework that is well understood by potential lending/funding partners.

This initiative will contribute to HUD's emphasis on preservation and capital investment and repositioning, while assuring long-term affordability and fully protecting current and future residents. Further, it will establish procedural steps and generate insights that will benefit HUD, MPHA, and other PHAs with a similar desire to preserve their portfolios in the future.

This activity was implemented insofar as MPHA has commenced the process of operationalizing it with HUD. MPHA has submitted a form of LURA to HUD for approval, which would continue to apply applicable public housing requirements to the properties (as modified by any applicable HUD-approved MTW-related changes). The next steps depended upon agreement with HUD on the form of this template LURA. MPHA intended to revive this conversation with HUD in 2021 and to move forward.

If fully implemented, MPHA projected applying the activity to no more than 50 units. Based upon a comprehensive assessment of its property needs and values, MPHA determined that two properties (consisting respectively of six and five contiguous units) might be optimal for this approach (see table below). MPHA would submit to HUD for approval of the replacement of the form of DOT with the LURA in connection with these properties. MPHA will continue to own and manage the properties. No family would need to move or see any change in rent as a result of this action.

HUD staff considered whether HUD can agree to the replacement of the form of DOT with a LURA along the lines described above under applicable regulations (i.e., without MTW), notably 24 CFR 905.700 ("Other security interests") and if necessary 24 CFR 905.108 (definition of "Declaration of Trust", which such a LURA would meet) and 24 CFR 905.318 (requirement to maintain Declaration of Trust). If HUD determined that HUD can approve a LURA under these regulations, MPHA would have used such a HUD-approved LURA and this MTW provision would have become unnecessary.

Soft Subsidy Initiative (2011 – 2)

Approved in 2011, Implemented in 2013, Closed in 2020

Why the activity was closed out: We closed and integrated this activity under a subsequently- created MTW activity, Goal-Oriented Housing Initiative (2018-2). Goal-Oriented

Housing was designed at the outset to incorporate a broader approach than the narrow program proposed in this activity in 2011. This activity is presently inactive. Its authorizations were absorbed into Goal- Oriented Housing activity, and any potential revival of the program envisioned here would be encompassed by Goal-Oriented Housing. Accordingly, Activity 2011-2 was closed in 2020. Under this activity, MPHA initially entered into a subsidy agreement with a service-provider partner that rehabbed units for participating families. The family would commit to a path toward self-sufficiency and into the workforce, receiving a rent subsidy in return. The rent portion was structured differently than a standard voucher arrangement to incentivize work. MPHA provided a fixed subsidy payment to the partner, who also provided services related to education or job-training. After some successful years, this initial partner experienced funding challenges and discontinued the program at the end of 2017. We continued unsuccessfully to seek another partner.

Targeted Project-Based Initiative (2011 – 1)

Approved in 2011, Implemented in 2012, Closed in 2020

Why the activity was closed out: This activity has been superseded by Activity 2018-6 (Local PBV Program). Under its Local PBV Program, MPHA now has a comprehensive, open Request for Proposals (RFP) for PBVs that allows MPHA to establish and accomplish community-driven goals with its PBV allocations (including leveraging units of non-PBV affordable housing, which was the sole stated original purpose of this activity, 2011-1). The units originally intended for creation under this activity were constructed, and the activity is no longer in active use. Accordingly, MPHA closed this activity as its intentions and potential outcomes are fully encompassed within approved activity 2018-6. Under this activity, MPHA project-based vouchers for the purpose of creating additional affordable housing for low-income families in the City of Minneapolis. MPHA's objective was to expand the locations of PBV programs, and to strategically deploy voucher awards to leverage the creation of additional non-PBV affordable housing (affordable to families with 80 percent of Area Media Income or below). MPHA first awarded vouchers under this initiative in early 2012, ultimately awarding 41 vouchers that facilitated an additional 226 units (a total of 267 affordable housing units) across four developments. This exceeded the goal of 120 units.

SOURCES AND USES OF MTW FUNDS

A. PLANNED APPLICATION OF MTW FUNDS

Estimated Sources of MTW Funds

The MTW PHA shall provide the estimated sources and amount of MTW funding by Financial Data Schedule (FDS) line item.

Note: the information collected in this section is to fulfill MTW programmatic reporting requirements and does not replace the MTW PHA's obligation to annually complete its audited financial statements through HUD's Financial Data Schedule (FDS).

FDS LINE-ITEM NUMBER	FDS LINE-ITEM NAME	DOLLAR AMOUNT
70500 (70300+70400)	Total Tenant Revenue	\$17,887,600
70600	HUD PHA Operating Grants	\$84,079,300
70610	Capital Grants	\$23,197,600
70700 (70710+70720+70730+70740+70750)	Total Fee Revenue	
71100+72000	Interest Income	\$52,200
71600	Gain or Loss on Sale of Capital Assets	
71200+71300+71310+71400+71500	Other Income	\$17,347,500
70000	Total Revenue	\$142,564,200

Estimated Application of MTW Funds

The MTW PHA shall provide the estimated application of MTW funding in the plan year by Financial Data Schedule (FDS) line item. Only amounts estimated to be spent during the plan year should be identified here; unspent funds that the MTW PHA is not planning on expending during the plan year **should not be** included in this section.

Note: the information collected in this section is to fulfill MTW programmatic reporting requirements and does not replace the MTW PHA's obligation to annually complete its audited financial statements through HUD's Financial Data Schedule.

FDS LINE-ITEM NUMBER	FDS LINE-ITEM NAME	DOLLAR AMOUNT
91000 (91100+91200+91400+91500+91600+91700+91800+91900)	Total Operating - Administrative	\$ 13,032,900
91300+91310+92000	Management Fee Expense	\$ 8,698,000
91810	Allocated Overhead	
92500 (92100+92200+92300+92400)	Total Tenant Services	\$ 993,600
93000 (93100+93600+93200+93300+93400+93800)	Total Utilities	\$ 7,023,367
93500+93700	Labor	\$ 558,033
94000 (94100+94200+94300+94500)	Total Ordinary Maintenance	\$ 13,099,500
95000 (95100+95200+95300+95500)	Total Protective Services	\$ 3,597,700
96100 (96110+96120+96130+96140)	Total Insurance Premiums	\$ 1,918,400
96000 (96200+96210+96300+96400+96500+96600+96800)	Total Other General Expenses	\$ 2,400,100
96700 (96710+96720+96730)	Total Interest Expense & Amortization Cost	\$ 414,532
97100+97200	Total Extraordinary Maintenance	\$ 150,000
97300+97350	HAP + HAP Portability-In	\$ 63,484,500
97400	Depreciation Expense	\$ 12,900,000
97500+97600+97700+97800	All Other Expense	\$
90000	Total Expenses	\$ 128,270,632

Please describe any variance between Estimated Total Revenue and Estimated Total Expenses:

As presented in the MTW Budget section, MTW Sources are \$14.2 million more than MTW Uses. However, Generally Accepted Accounting Principles (GAAP) classify sources and uses differently from revenues and expenses. The variance in Total Estimated Revenue and Total Estimated Expenses is the result of the classification difference. In 2023, MPHA is estimating spending \$26 million in capitalized expenditures and receiving current year revenue to pay for these expenditures. Those current year capitalized expenditures are not classified as an expense but instead depreciation of \$12.9 million on previous years' capitalized expenditures are shown. The difference is actually \$13.1 million more in Net MTW Sources. Additionally, revenue of \$1.4 million is planned to cover the principal payment on loans owed by MPHA. The payment of the principal amount on the loan is not shown as an expense; only the associated interest as required by GAAP. Because of this, there is actually \$1.4 million more in Net MTW Uses. When both presentation adjustments are factored in, the Net MTW Uses over Sources is \$0.3 million.

Description of Planned Application of MTW Funding Flexibility

MTW agencies have the flexibility to apply fungibility across three core funding programs' funding streams – public housing Operating Funds, public housing Capital Funds, and HCV assistance (to include both HAP and Administrative Fees) – hereinafter referred to as “MTW Funding.” The MTW PHA shall provide a thorough narrative of planned activities it plans to undertake using its unspent MTW Funding. Where possible, the MTW PHA may provide metrics to track the outcomes of these programs and/or activities. Activities that use other MTW authorizations in Attachment C and/or D of the Standard MTW Agreement (or analogous section in a successor MTW Agreement) do not need to be described here, as they are already found in Section (III) or Section (IV) of the Annual MTW Plan. The MTW PHA shall also provide a thorough description of how it plans to use MTW funding flexibility to direct funding towards specific housing and/or service programs and/or other MTW activity, as included in an approved MTW Plan.

PLANNED APPLICATION OF MTW FUNDING FLEXIBILITY

MPHA plans to use approximately \$8 million from its HCV HAP Subsidy to augment other programs in accordance with the needs of our local community. Of this amount: \$1.5 million is planned for public housing building improvements; \$700,000 to HCV Administration; \$300,000 to MTW Local Initiatives (primarily research, reporting, administration related to MPHA's MTW status), and \$5.6 million for public housing operations. Among other things, these transfers respond to insufficient funding for public housing building improvements and support a higher level of responsiveness and customer service to Housing Choice Voucher participants and property owners than would not have been possible under deeply prorated HCV administrative funding. In addition, these funds provide resources used to maintain a safe environment for residents and staff in our public housing properties.

Although not presented in the current budget, MPHA has requested that local governments contribute funds to MPHA's non-profit instrumentality (CHR) for significant property rehabilitation. It is anticipated that should such local resources be provided, CHR would need to match half of the local contribution. Should CHR's resources be insufficient in meeting the match requirement, MPHA would provide MTW funds to satisfy the match. MPHA serves as a Guarantor on the financing for 84-unit new construction, townhomes serving residents at 80% AMI and on the Elliotts LP RAD project. MTW Funds may be used to satisfy the guarantee on these projects.

In accordance with MPHA's MTW authority and activities, we will use out single-fund flexibility to support development efforts, MTW subsidization on post-conversion properties, and local, non-traditional subsidy programs.

PLANNED APPLICATION OF PHA UNSPENT OPERATING FUND AND HCV FUNDING

Original Funding Source	Beginning of FY – Unspent Balances	Planned Application of PHA Unspent Funds during FY
HCV HAP*	\$0	\$0
HCV Admin Fee	\$981,000	\$0
PH Operating Subsidy	\$11,859,127	\$0
TOTAL	\$12,840,127	\$0

Description of Planned Expenditures of Unspent Operating Fund and HCV Funding

The MTW PHA shall provide a description of planned activities and/or use(s) for unexpended Operating Fund and HCV Funding. The original funding source is defined as the legacy MTW PHA's appropriated Section 8 and Section 9 funding source(s) (HCV HAP, HCV Admin Fee, and PH Operating Subsidy). The MTW agency receives this information in their Annual Renewal Allocation, which provides a breakdown of the annual obligations for HCV HAP. For HCV Admin Fee, the biannual cash management reconciliation includes the HCV Admin Fee that has been earned at two points during the year; midyear at June 30th and end-of-year at December 31st. For the public housing operating fund unspent balance, the MTW PHA may derive their unspent funds by subtracting current assets from current liabilities in the most recent FDS submission. Current assets are the sums of FDS lines 111, 114, 115, 120, 131, 135, 142, 144, and 145. Current liabilities are the sums of FDS line 310 and 343. Table XX below represents the applicable FDS lines with definitions that MTW PHA(s) should utilize to calculate public housing operating fund unspent funds. More information on FDS line items can be found at: https://www.hud.gov/sites/dfiles/PIH/documents/FDSLLineDefinitionGuide_vJuly2020.pdf.

Table XX: FDS Line Items Used to Calculate Public Housing Operating Fund Unspent Funds

FDS Line Number	FDS Line Item	Definition
Current Assets		
111	Cash-Unrestricted	This FDS line represents cash and cash equivalents in any form available for use to support any activity of the program or project.
114	Cash-Tenant Security Deposits	This FDS line represents cash in the Security Deposit Fund.

115	Cash-Restricted for Payment of Current Liabilities	This line represents restricted cash and cash equivalents that are only to be expended for specified purposes.
120	Total Receivables	This line represents the total of all receivables less the amounts established as allowances for estimated uncollectible amounts.
131	Investments - Unrestricted	This line represents the fair market value of all investments which can be used to support any activity of a program, project, activity, COCC, or entities.
135	Investments Restricted for Payment of Current Liability	This line represents the fair market value of all investments designated for specific purposes that will be used to liquidate a current liability in the next fiscal year or offset unearned revenue
142	Prepaid Expenses and Other Assets	This line represents all prepaid expenses. These are not expected to be converted.
144	Inter-Program-Due From	This line represents amounts due from other PHA projects, programs, and activities of a temporary nature.
145	Assets Held for Sale	This line item represents assets that the entity expects to sell to qualified applicants. This line item is typically used as part of the homeownership program.
Current Liabilities		

310	Total Current Liabilities	This FDS line is the sum of lines 311 through 348 and represents the total of all current liabilities.
343	Current Portion of Long-Term Debt (Capital Projects/Bonds)	This line includes the current portion of debts acquired and debts issued for capital purposes of the PHA/entity.

For HCV funding, the biannual cash management reconciliation for HUD-held reserves includes both HCV and SPV reserves. MTW PHA(s)' accounting records should include sufficient detail to report on the amount that are HCV versus SPV reserves. Where possible, please identify the planned use, the estimated amount, to which funding source the planned use(s) is attributable, as well as the projected timeline or timeline update.

Note: the information collected in this section is to fulfill MTW programmatic reporting requirements and does not replace the MTW PHA's obligation to annually complete its audited financial statements through HUD's Financial Data Schedule.

MPHA does not intend to utilize any MTW Reserves in 2023 and currently anticipates spending all HCV HAP Subsidy available. MPHA believes the reserve amounts available are reasonable and needed as a contingency for unplanned, urgent expenditures and unanticipated shortfalls in federal subsidies. Additionally, the reserves are necessary to meet current and future loan liquidity requirements as a Guarantor on financing used for new low-income housing development and major preservation projects.

* Unspent HAP funding should not include amounts recognized as Special Purpose Vouchers reserves.

** HUD's approval of the MTW Plan does not extend to a PHA's planned usage of unspent funds amount entered as an agency's operating reserve. Such recording is to ensure agencies are actively monitoring unspent funding levels and usage(s) to ensure successful outcomes as per the short- and long-term goals detailed in the Plan.

C. LOCAL ASSET MANAGEMENT PLAN

Is the MTW PHA allocating costs within statute?

No

Is the MTW PHA implementing a local asset management plan (LAMP)?

Yes

Has the MTW PHA provide a LAMP in the appendix?

Yes

RENTAL ASSISTANCE DEMONSTRATION (RAD) PARTICIPATION

Description of RAD Participation

The MTW PHA shall provide a brief description of its participation in RAD. This description must include the proposed and/or planned number of units to be converted under RAD, under which component the conversion(s) will occur, and approximate timing of major milestones. The MTW PHA should also give the planned/actual submission dates of all RAD Significant Amendments. Dates of any approved RAD Significant Amendments should also be provided.

RENTAL ASSISTANCE DEMONSTRATION (RAD) PARTICIPATION
MPHA has converted one property using RAD Component 1 (PBV): The Elliot Twins (174 units) in 2020. We began renovations in June 2020 and completed work in late 2021. The RAD Significant Amendment for this conversion (to the 2019 MTW Annual Plan) was approved on September 25, 2019; MPHA's MTW Standard Agreement was subsequently augmented by its Third Amendment on April 22, 2020. MPHA has no other pending RAD applications. MPHA is considering one or more RAD Component 1 applications in 2023, noted in Section 1 of this MTW Annual Plan. If MPHA determines that a RAD application is feasible and in the interest of our mission and our community, MPHA will initiate the processes required by HUD for disclosure, notification, and resident engagement prior to any application.

Has the MTW PHA submitted a RAD Significant Amendment in the appendix? A RAD Significant Amendment should only be included if it is a new or amended version that requires HUD approval.

No

If the MTW PHA has provided a RAD Significant Amendment in the appendix, please state whether it is the first RAD Significant Amendment submitted or describe any proposed changes from the prior RAD Significant Amendment?

N/A

APPENDIX B:

Resident advisory Board 2023 MTW Annual Plan Priorities

1. Define and maintain high standards of accountability for MPHA staff. Create a protocol for residents to comment and address their concerns. Ensure quality standards are implemented for maintenance and property management to have consistency across MPHA properties.
2. Create and define a comprehensive security program, to include:
 - Cameras and security measures where it makes the most difference
 - Assess the security guard contract(s) to ensure MPHA safety and security needs are met
 - Maintain MPHA's guest/visitor policy to ensure unauthorized people are not entering the buildings
 - Enforcement of prohibitions on firearms and illegal drugs
 - Confidentiality for residents and Project Lookout volunteers who report other residents.
3. Use MTW budget flexibility to provide adequate funding for maintenance of properties and speedy attention to all work orders.
4. Advocate for additional dollars from federal, state, and city sources, including the restoration of the full tax levy to address deferred capital needs, while also reinstating \$1.2 million of the levy for resident security.
5. Continue to collaborate with MPHA and community residents on development plans to preserve or add public housing units. Uphold protections to keep every resident housed and well informed at each stage of the process.
6. Maintain a policy of one-for-one hard unit replacement of public housing.
7. Do not increase rent over 30% of income for residents in Public Housing and Project Based Vouchers.
8. Explore minimum rent policy and align with HCV and Project Based vouchers.
9. Do not implement housing time limits.
10. Focus on the most needy: homeless, children, elderly, disabled, the mentally ill, veterans and ex- offenders

11. Create supportive housing opportunities for people exiting homelessness, corrections, rehab, etc.
12. . Continue the use of Volunteers of America and continue support for resident programs with future redevelopment structures.
13. Create collaborations that increase affordable housing and/or services for residents.
14. Focus new efforts toward victims of domestic violence, intimate partner or dating violence, sexual assault, and stalking in MPHA buildings, including training for staff and residents.
15. Focus on resident employment opportunities, including Section 3, as part of all MPHA activities, including
 - Create a Section 3 'job bank' that's easily accessible in all buildings
 - Post MPHA job openings and give to resident applications
16. Explore the implementation of homeownership programs that will contribute to closing the racial gaps in homeownership in the city and help residents of Minneapolis build wealth.
17. Come together to build trust and safety in our communities. Do this by increasing communication that promotes dialogue and respect of all opinions to advocate toward safer more inclusive environments.

APPENDIX C:

MPHA's Public Process and a Summary of Public Comments

As required by HUD, MPHA updates its Moving to Work Plan on an annual basis, posts a draft of the Annual Plan for 30-day comment period, holds a public hearing, and allows at least 15 days between the public hearing and board approval. MPHA strives to exceed these requirements for public process by hosting three information sessions. This year, MPHA published the draft MTW Annual Plan on September 7, 2022. The draft plan was available on MPHA's website and upon request at the central office. The comment period was open until October 7th.

Prior to the draft plan's release, MPHA placed advance notice of the draft plan and public hearing, in English and Somali, to all high-rise residents and Glendale in mid-August. In addition, the notice ran in the Star Tribune and Finance & Commerce. In September, all public housing residents received an insert in their rent statement reminding them of the event. Also, MPHA mailed this notice to a random selection of 500 households with Housing Choice Vouchers. The notices included information on how and where to obtain the draft; dates and times of the upcoming public meetings and public hearing; options to provide comments by mail or email, along with the deadline for comments; and a method for requesting language or other accommodation for these touchpoints. MPHA also created a 10 minute online narrated video posted to YouTube, summarizing the plan. This informational video could be viewed by any resident or member of the public at their convenience.

MPHA's Board of Commissioners received a staff presentation at its August, September, and October meetings. At these meetings staff provided reviewed what MTW status allows the timeline for resident engagement, overview of the plan components, and feedback received from residents through the public process.

The MPHA Resident Advisory Board (RAB) convened a meeting to review and update their priorities in August. At their September meeting RAB approved the language for the updates. The 2023 priorities are included in the plan as Appendix B.

MPHA had robust engagements with MPHA residents, the public and other interested parties. MPHA hosted three information meetings; two in person events and one event held online via Zoom. Each information meeting was an opportunity to share information about MPHA, including the mission, vision and strategies, MTW budget, information about major repairs in 2023, and development activities. MPHA provided more than an hour at each meeting for residents to ask questions, get answers and provide comments. At all meetings, MPHA offered simultaneous interpretation in accordance with MPHA's Limited English Proficiency Plan. For the virtual meeting, participants could listen and/or comment via computer, smartphone, or by calling in on a telephone line. MPHA provided interpreters through a set of special conference call lines. MPHA received no formal advance requests for interpretation but provided these languages in anticipation of possible need.

MPHA Information Meetings Dates, Time, and Location:

Session #1 Wednesday, September 7th from 3 – 5 PM, Cora McCorvery (1015 4th Ave N)

Session #2 Thursday, September 8th from 9 – 11 AM, Horn Towers (3121 Pillsbury Ave S)

Session #3 Thursday, September 8th from 5:30 – 7:30 PM, Zoom
(<https://us06web.zoom.us/j/83553222911>)

Attendance Summary:

Session #1 20 Residents signed in, 11 verbal comments, 3 written

Session #2 13 residents signed in, 11 verbal comments, 2 written

Session #3 2 residents logged in, 1 provided verbal comment

MPHA logged all comments received during the 30-day public comment period in full and provided a response to each of them in a report provided to the Board of Commissioners at their October 26, 2022 meeting. This board packet that includes the full correspondence can be found on MPHA's website. Below are the comments that were received that related to the 2023 MTW Plan, followed by MPHA's reply.



FINAL RESIDENT COMMENTS ON MPHA'S FY2023

DRAFT MOVING TO WORK PLAN

The MHRC collected resident comments on MPHA's FY2023 Draft MTW Plan through a resident review process that included discussions at our board, executive committee and resident council president meetings. Thank you to MPHA staff who attended these meetings to present information and respond to resident comments and concerns. The MHRC Executive Committee concluded its review of the plan on October 6.

Our priorities for MPHA primarily pertain to MPHA having a strong focus on resident safety and livability.

Security continues to be the number one priority for highrise residents. MPHA should better reflect this in the MTW plan, both programmatically and in terms of MPHA's budget. Residents understand that security guards are expensive, but our safety is worth it. Terrible things are happening to residents in and close to the highrises. Yes, there are problems with the current guard service, which we work to address with MPHA, but having a physical guard presence to deter and respond to criminal activity is essential to our peace of mind. Many buildings do not have guard service. Residents in other buildings say that additional coverage is needed. Project Lookout volunteers play an important role in resident security, as does security hardware, but more funding for guards is urgently needed.

The MHRC recently sent a letter to the mayor and city council asking for the reinstatement of the mill levy for public housing. This funding source provided millions of dollars for MPHA guard services up until 2010, when the city ceased to include the mill levy for public housing. It seems there has not been the political will to include it since. If the mill levy were funded at the full amount allowable by state law, MPHA estimates it could generate around \$11,000,000 annually for MPHA.

The MHRC's Security Advisory Committee is working with MPHA on a security audit included in this year's budget and will soon be working with MPHA to review proposals that have been submitted. Some residents are concerned that this audit might be used to justify cuts to guard services. We hope this will not be the case.

Regarding resident health, we are very concerned about the lack of air conditioning and adequate ventilation in many of the highrises. The health-related problems related to excessive heat and poor ventilation are serious and often result in residents being hospitalized. According to a 2020 data analysis by the Minneapolis Department of Health, Asthma and Chronic Obstructive Pulmonary Disease (COPD) are among the top five diagnoses that highrise

residents live with. Even more concerning is that asthma and COPD are the number two reason for resident emergency department visits, second only to acute injury. These problems will continue to increase as our climate warms. All apartments should have air conditioning and MPHA should not charge residents for this service because it is so important to our health and wellbeing. Many residents complain that the problem of residents overheating has been made

worse by the installation of new windows that can only be opened a few inches. Some exceptions should be made to this rule, especially in senior buildings.

We understand that some health plans provide portable air-purifying systems. We encourage MPHA and VOAMN to learn more about this and assist residents in accessing the service.

We applaud and have supported MPHA efforts asking Congress to earmark federal funds to improve ventilation systems in the highrises. We also ask that MPHA regularly check the roof fans to make sure they are working properly. Regarding ventilation, many residents still complain about residents smoking in their apartments, causing harm to other residents with second-hand smoke. We urge MPHA management staff to continue to be vigilant in enforcing the no-smoking policy.

Regarding proposed changes to MPHA Statement of Policies

“ MHRC does not support the proposal to change the HUD suggested definition of “Over Income” from 80% to 120% of Area Median Income. This would mean that a person could make \$85,000 annually and still be eligible for public housing. Public housing is a very limited resource and should be preserved for those most in need. Currently, the average income of highrise residents is \$13,374 a year.

Regarding Planned Physical Improvements in the Capital Fund Program

“ Residents recognize and appreciate that MPHA understands that the vast majority of limited capital improvement dollars must go toward maintaining and repairing critical building systems in order to preserve our housing. Residents also request that MPHA be mindful of the need for space in the highrises for exercise equipment. Many residents are focused on improving their health, and areas for exercise in the buildings, especially in the winter months, are in high demand.

“ We request that MPHA reaffirm its commitment to deeply affordable housing and that this commitment carries into all redevelopment efforts.

“ Security remains the number one priority for highrise residents and we appreciate MPHA's commitment to address security considerations in its capital improvement work.

Regarding MPHA FY2023 Budget

“ It is clear that MPHA faces continued major funding challenges in FY2023 and into the near future. As MPHA considers cost-saving measures we urge MPHA to keep these two things in mind:

1) MPHA should avoid cuts to programs and services that directly impact residents including management, maintenance and security as well as resident-run programs. A positive resident perception of our homes and our quality of life in our buildings must be maintained in order to preserve public housing.

2) It is more important now, than ever, that MPHA partner with the MHRC and other groups to go after local and state support of public housing that has been sorely lacking.

Public housing is an asset to Minneapolis and to neighborhoods and should be supported more vigorously at all levels of government. As mentioned before, the City, alone, could authorize over \$11 million to support MPHA’s security and capital needs through a mill levy, if there was the will to do so. MPHA and MHRC need to improve our partnership in this effort. We will continue to fight for State bonding money for public housing capital improvements. For years, residents and the MHRC have brought resident voices to City Hall, the State legislature and Washington DC, and we will continue to do so. We know there is room for more collaboration and new ideas on how to move this important agenda forward.

Thank you.

MPHA Response: MPHA, thanks MHRC for continually organizing the voices of residents to help us improve our day-to-day operations and collaborate effectively. We concur, that it is important for quality of life that safety and livability remain a focus of our partnership to ensure the residents are happy & healthy in their homes.

Programmatically and budget wise MPHA has dedicated funding to maintain or improve the amount of services given in buildings. However, we continue to also struggle to find an audience to ensure that the city maintains public safety and assures that all Minneapolis residents feel safe in their communities.

We are grateful to MHRC for their advocacy in sending a letter to the mayor’s office. It is important to stay consistent and regularly share your voice on the issues that affect your community most. Please continue to note the importance for the Mill Levy to be fully reinstated to ensure that residents have the resources they need to maintain a thriving community.

This security advisory committee is a valuable part of MHRC and MPHA looks forward to working with them to review RFPs for the Security Study. The aim of this initiative is to identify effective measures that will meet the needs of residents, and reduce the trauma experienced at our buildings.

Thank you to MHRC, as well as the residents who took the time to attend and speak at the public hearing for sharing their lived experience. We understand that the lack of airflow is

having a daily effect on the lives of residents. Increasing the air quality through better ventilation to reduce health hazards. MPHA will keep exploring areas on how to mitigate this issue where feasible to ensure resident health does not suffer. We appreciate the recommendation on tapping into health plan resources to help provide more filtering systems to those who qualify. Further, MPHA, in the last 2 years, has cleaned the air ducts in the majority of highrise buildings, this work will continue and be completed in 2023. The housing authority values the reminder that the work of engineers & technicians to uphold functionality has a human impact and should be prioritized.

As for the statement of policies comment, we understand the resident perspective that \$85,000 annually is a livable wage in the city of Minneapolis and that due to our limited resources the desire to not increase the definition of over income. According to HousingLink's August 2022 report 88% of the rental units listed in the city are affordable to those making 80% AMI. Due to our mission to service those most in need MPHA will uphold the current standard and not increase the definition of over income to 120% AMI. Once resident's meet this threshold, they will have two years before they need to move on to either home ownership opportunities and/or a market rate rental unit within their area of choice. We thank you for continuingly advocating for those most vulnerable and needing a place to live.

As for budgeting for physical improvements, MPHA considers preservation a key priority to ensure this housing stock is maintained across the city. At the same time, we also know that more than just a physical structure is needed to maintain a quality of life and that reserving space for exercise equipment and community is also important to day-to-day livability. We will, as budgets allow, continue to have guards present on site for your day-to-day safety, and collaborate with MHRC on maintaining the Project Lookout program. MPHA understands that programs and services directly impact residents' positive perception of their homes and will be mindful of this when budgeting.

We look forward to our continued relationship with MHRC to increase additional support for the agency. In our new strategic plan draft, it is a goal of the agency to gain resources from state, city, and county stakeholders.

Thank you for taking the time to write to us on these matters.

Form Letter Received

(21 in total received, none linked to a current MPHA resident)

Dear Senator Tina Smith,
Congresswoman Ilhan Omar,
Christopher Golden, Regional MTW Coordinator, HUD
MPHA Board of Commissioners
Minnesota State Reps
Minneapolis City Council;

My name is _____ and I care about the public housing in Minneapolis. I'm writing because public housing residents are demanding and deserve transparency about the 2023 Moving to Work Plan (MTW) Draft Plan.

MPHA's Board of Commissioners, Executive Director Abdi Warsame and Deputy Director Jennifer Keogh, supported by Mayor Jacob Frey, City Councilor Lisa Goodman, and their allies, are ending public housing as it exists in Minneapolis. The 2023 MTW Draft Plan has critical missteps that continue to undermine and harm the vulnerable communities served by MPHA. Additionally, MPHA uses the Minneapolis High-Rise Council, a non profit that lacks transparency around their membership and is fully controlled by MPHA, as a measure of resident approval for their plans. MPHA has not made their 2023 Draft Plan accessible, with no completed translations in any languages spoken in the communities MPHA serves. Despite this, they tout city wide resident approval. The manner with which they continue to deny residents accessible materials regarding their policies are blatant violations of the 1964 Civil Rights Act and City Engagement Policies.

Therefore, HUD's MTW Coordinator Christopher Golden, Senator Tina Smith and Congress person Ilhan Omar, along with Minneapolis City Council and Minnesota State Reps must hold MPHA accountable. Do not allow the 2023 MTW Draft Plan to be approved by MPHA due to the following:

Tell MPHA that the "Family Housing Expansion" Project will NOT Work for Families. The new annual plan describes MPHA's plan to convert 21 scattered site public housing homes to denser buildings subsidized through Section 8 vouchers. While MPHA claims that families will be relocated and will be able to return home to their new apartments, field research from this past summer suggested that families had left the scattered sites undergoing conversion in a rough, leaving behind belongings and furniture. This means residents were displaced and there is no record of what happened to these families. MPHA has also outlined strict maximum family sizes, which exclude large families, such as many Black and refugee/immigrant residents. Tell MPHA these policies do not serve vulnerable families, but displace them, and it must stop.

Tell MPHA to Retract RAD Highrise and Heritage Park Applications. On page 10 of the plan, MPHA lists five public housing properties that it may convert using the HUD Rental Assistance Demonstration (RAD) program. MPHA has not made it clear why these properties should be privatized via RAD, and MPHA claims that as per HUD regulations, all residents will retain the

right to stay in their homes and will pay the same rent - 30% of adjusted income - after the conversion process is complete. This has not always been the case. We also know due to resident experiences that Section 8 vouchers often exceed 30% income guidelines due to fees and fixed subsidies. MPHA needs transparency and truthfulness about current conversions underway. More of Minneapolis Public Housing should not be privatized until we understand why.

Ask why MPHA is Holding Units Vacant. According to Page 23 of the MTW plan, there are currently 10,475 people on the public housing waiting list in Minneapolis, about 70% of whom are elderly or disabled. Despite this, on page 19, MPHA intends to hold an unspecified number of units vacant during equally vague “modernization” projects at highrises across the city. With so many people on the waiting list, MPHA needs to stop holding livable units vacant.

Ensure MPHA is Accountable to Federal Rent Reasonableness Regulations. The MTW program allows MPHA to bypass federal “rent reasonableness” regulations. Typically, under HUD regulations, public housing agencies must work with an independent agency to inspect units and determine “reasonable” rent prices. Reasonable rent is often more than 30% income and is based off of market rates and Area Median Income. However, under MTW, MPHA has eliminated this process, determining “rent reasonableness” in-house. MPHA’s use of rent reasonableness is a violent attack on residents and the promise of public housing. This means that MPHA is effectively setting its own rents independently. This is untenable and should not be allowed.

Tell MPHA to Stop Lying to the Public. MPHA, Minneapolis politicians, city bureaucrats, and the network of YIMBY activists that is a front for private developers have all repeated the claim that “more public housing is coming to Minneapolis”. The MTW plan released this month disproves that. Pages 10 and 14 show that when MPHA converts public housing using Section 18 and RAD, it literally means that public housing is no longer public. Instead, developers are profiting from the lease and sale of the housing. This is not public housing, and MPHA shouldn’t mislead residents and community members by saying so.

Demand an Independent Audit for MPHA. On page 87 of the plan, MPHA proposes 210 million dollars of assessed physical infrastructure needs, even while they shrink their stock. Their proposed plans are vague. MPHA’s annual operating budget is 125 million. Several years ago, MPHA reported a need for 500 million dollars for infrastructure over 20 years, which is 25 million a year. With new leadership, MPHA shifts their goalpost. They have not had an independent audit to assess their needs for decades, and the City of Minneapolis has relinquished all oversight. An independent audit is needed today.

As stated above, MPHA’s 2023 MTW Plan seeks to end public housing as we know it, while economically disenfranchising residents who cannot afford raised rents and increased fees. Public housing residents demand respect, transparency and the right to access plans that impact their lives. Public housing residents deserve honest, empathetic leadership that champions more public housing, not privatization. Instead MPHA has continued to privatize their

public housing stock, while lying to the public about doing so. MPHA's lack of oversight must end. Hold them accountable today.

Sincerely,

Concerned Community Member

MPHA Response: For this form letter, MPHA has prepared a written response to be shared externally with elected leaders from Executive Director/CEO Warsame. Below is that letter.

Good afternoon,

In the coming month, the Minneapolis Public Housing Authority (MPHA) will present a draft 2023 Moving-to-Work (MTW) plan to its Board of Commissioners for approval. This plan, which MPHA must submit to the U.S. Department of Housing and Urban Development (HUD) annually, provides details on the agency's proposed work and activities in the year ahead. As a part of the annual process, the agency hosts a variety of virtual and in-person meetings for MPHA residents, voucher-holders, and the general public to provide feedback on the agency's proposed work.

Each year, the agency receives comments both online and during in-person feedback sessions for agency staff and board members to consider. Over the years, there have been various efforts to sow confusion, fear, and distrust in what is a routine, publicly accessible process. This year is no different, with a form letter circulated by a known organization that positions itself as a public housing resident group, despite not having a single MPHA resident send one. While the content varies slightly from prior years, the general tone of contempt in disparaging the agency's annual MTW Plan remains the same.

Knowing that many of the recipients of this form letter are elected leaders for whom might not be familiar with MPHA's annual MTW Plan, I wanted to provide some facts to assuage any concerns derived from the letter.

First, the annual MTW Plan process is a fully transparent, open process that is available in a variety of languages—on-site interpreters for in-person feedback events, interpreter bridge operators available for virtual feedback events, and draft plans that are interpreted in Somali. Information about these meetings, a link to the 2023 MTW Annual Plan Draft, a detailed timeline outlining key drafting, feedback and approval dates, along with a variety of language accessibility resources and accommodations are readily available on MPHA's website under the "Moving-to-Work" tab.

In the same effort of transparency, the agency and its staff take great care to accurately describe the housing across its housing portfolio. It is an important point made in the letter distinguishing public from non-public deeply affordable housing. For programs like the Elliot

Twins Rental Assistance Demonstration (RAD) conversion completed earlier this summer or the Section 18 disposition of the scattered site homes in 2020 (and subsequent creation of the agency's wholly controlled nonprofit, Community Housing Resources CHR)), it is accurate to say these programs remove these units from public housing.

While that may be technically true, what these programs actually do is shift units from HUD's Section 9 (public) housing to its Section 8 (voucher) platform. In the instance of the Elliot Twins redevelopment, the historic \$27 million renovation was through HUD's RAD program, a financial tool allowing MPHA to convert public housing to a program that provides the agency a larger and more predictable federal subsidy through project-based vouchers (PBVs). The vouchers follow federal rules that include rent set at 30 percent of adjusted income (the same as traditional public housing) and deep affordability requirements. The agency continues to manage the property, serves as the controlling general partner in the co-owned subsidiary Elliots LP, and continues full ownership of the land the buildings sit on, with a 99-year ground lease requiring affordability. So, yes, units are removed from the Section 9 public housing program, but they remain wholly in MPHA's control through its subsidiaries and maintain the same deeply affordable status through Section 8 vouchers.

As it relates to the agency's family housing expansion project, the agency is excited to break ground later this year on a first-of-its-kind project using modular construction to build 84 new units of deeply affordable family housing within its scattered site portfolio. This portfolio is owned and managed by the agency's wholly controlled nonprofit, CHR. These 84 new units built across 16 sites across the city will replace existing single-family and duplex homes with fourplexes and sixplexes, as allowed by the city's 2040 Plan. Seventeen of the units will be high priority homelessness units with services funded by Hennepin County through its coordinated entry program. By adding these new units of deeply affordable housing, MPHA will be able to move people from its family housing waiting list of nearly 7,500 and place them in brand new two- and three-bedroom homes. While this might only sound like a drop in the bucket, for the families entering these new homes from the agency's waitlist, simply put, this will be lifechanging.

Just like the Elliot Twins RAD conversion, the agency dedicated a full-time staff member to help impacted families navigate the relocation process during the family housing expansion construction. And just like the Elliot Twins RAD conversion, MPHA will comply with both a Memorandum of Understanding (MOU) with the City of Minneapolis as well as U.S. Department of Housing and Urban Development (HUD) regulations requiring any residents temporarily relocated off-site the right to return to the property.

There is a single exception for the family housing expansion project, where a family who lived in a home slated for redevelopment would be unable to return because the agency was not building a unit large enough to accommodate their family size and accessibility needs. Agency staff spent additional time working with this family early in the process to identify a different single-family home in its scattered site (CHR) portfolio to accommodate their needs.

The family has since relocated to another neighborhood of their choice in Minneapolis. As with every resident relocation associated with redevelopment, the agency covered all moving-related expenses and helped residents establish themselves in their new home.

For both the family housing expansion project and the Elliot Twins RAD redevelopment, Minneapolis Highrise Resident Council (MHRC) leaders have lauded the hands-on, all-inclusive service MPHA staff have delivered with relocations. The agency is proud of its resident-first approach to mitigate any disruptions or discomforts related to agency redevelopment work. The agency hopes to continue this resident-first approach in any and all future redevelopment work.

Once families have been moved out of the units slated for redevelopment, the agency places a “hold” on the unit until construction is complete. When the new construction is complete, the unit holds will be removed and families will begin moving into the new homes. Rather than have families living in units up until the day construction begins, agency staff begin working months in advance to identify temporary relocation options for families within the agency’s portfolio and help families move on a timeline that best accommodates their needs—often times that occurs months before construction is scheduled to begin.

Another instance when short-term holds can be placed on vacant units is when the agency is planning interior renovations like bathrooms or kitchens that are more easily completed when the unit is vacant. Once the renovation work is done, the holds are removed and a new resident or family moves into the newly renovated home. Therefore, it is accurate to say the agency is currently holding units vacant, as it does in the instances outlined above.

Finally, on the topic of the agency’s rent-reasonableness MTW initiative, this is a program that enables greater administrative and cost efficiencies for residents and staff, and specifically allows for quicker response times to performing inspections in units. This activity does not increase resident rental portions.

If there are any questions left unanswered from the form letter elected leaders or their staff received, please do not hesitate to reach out to my office. The agency faces unique challenges, including a \$210 million capital backlog that continues to grow, but I am excited about the direction of MPHA. The agency and its staff have done great work this year on behalf of the residents and voucher-holders we serve, and I look forward to everything we can accomplish in 2023

All my best,

Abdi Warsame

Executive Director/CEO, Minneapolis Public Housing Authority (MPHA)

APPENDIX D:

Planned and Ongoing Evaluations

MPHA has no planned or ongoing MTW PHA-directed evaluations of the MTW demonstration and/or of any specific MTW activities.

APPENDIX E:

Local Asset Management Plan (LAMP)

The Minneapolis Public Housing Authority (MPHA) follows HUD's asset management program including project-based management, budgeting, accounting, and financial management. HUD consultants completed an on-site review of MPHA's asset management conversion in 2008 and found that MPHA demonstrated a successful conversion to asset management.

LOCAL DETERMINATION ON FEES:

In programs where it applies, 2 CFR Part 200, Subpart E allows PHAs to use a fee-for-service in lieu of allocation systems for the reimbursement of overhead costs. MPHA has elected to use a fee-for-service approach.

The Changes in Financial Management and Reporting for Public Housing Agencies Under the New Operating Fund Rule (24 CFR part 990) Supplement to HUD Handbook 7475.1 REV., CHG-1, Financial Management Handbook states that a PHA may charge up to a maximum 10 percent of the annual Capital Fund grant as a management fee. While current program rules (§ 968.112) allow PHAs to charge up to 10 percent of the Capital Fund grant for "Administration," these administrative costs must be specifically apportioned and/or documented. Under a fee-for-service system, the PHA may charge a management fee of 10 percent, regardless of actual costs.

The Capital Fund Program management fee covers costs associated with the Central Office Cost Center's oversight and management of the Capital Fund Program. These costs include duties related to general capital planning, preparation of the Annual Plan, processing of e-LOCCS, preparation of reports, drawing of funds, budgeting, accounting, and procurement of construction and other miscellaneous contracts.

The Moving To Work Agreement permits MPHA to combine funding awarded to it annually pursuant to Section 8 (o), Section 9 (d), and Section 9 (e) of the 1937 Housing Act into a single, authority-wide funding source ("MTW Funds"). MPHA has elected to combine all MTW Funds and use the MTW Funds with the full flexibility permitted by the Moving To Work Agreement.

As permitted under the First Amendment to Moving To Work Agreement, MPHA may design and implement a local asset management program which allows fees that exceed the levels set forth by HUD's asset management requirements. Because MPHA may utilize MTW Housing Choice Voucher (HCV) program funds for public housing capital expenditures, MPHA's local asset management plan would permit a management fee chargeable to the HCV program to cover the Central Office Cost Center's oversight and management of HCV-funded capital improvements. The costs the Central Office will bear include, but are not limited to, duties related to general capital planning, processing and reporting of VMS capital expenditure reimbursements, preparation of reports, budgeting, accounting, and procurement of construction and other miscellaneous contracts. The management fee charged will be 10% of the HCV-funded capital

improvement costs and consistent with the fee amount permitted if the capital improvements were funded by the Capital Fund grant.

LOCAL DETERMINATIONS ON THE ASSIGNMENT OF COSTS:

As permitted under the First Amendment to Moving To Work Agreement, MPHA may apply local determinations with respect to front line, prorated, and shared resources, fee costs, and other aspects of such requirements, to meet the objectives of the MTW program. Major building systems; like elevators, heating, electrical, and mechanical systems require specialized expertise to maintain. The MPHA employs operating maintenance engineers and other specialized staff that are assigned to the projects and charged directly in accordance with HUD's asset management requirements. However, supervision and daily work inspection and direction as well as contract administration and contractor oversight for such systems are performed by a central manager. The expertise required to oversee this work is not a function that on-site staff can typically provide. MPHA will reasonably prorate the actual labor costs for the central manager when performing work related to those tasks previously described.

MPHA employs pest control specialists to treat properties in prevention and response to pests. In particular the coordination of treatment schedules, treatment of surrounding units, documentation of methods and chemicals applied, scheduling out treatment machines, ordering and controlling distribution of chemicals, determining and insuring proper training, etc. is best done by centralized administration. MPHA will reasonably prorate the actual labor costs for a central supervisor when performing work related to those tasks previously described.

The Changes in Financial Management and Reporting for Public Housing Agencies Under the New Operating Fund Rule (24 CFR part 990) Supplement to HUD Handbook 7475.1 REV., CHG-1, Financial Management Handbook states that "Where it is not economical to have full-time personnel dedicated to a specific AMP, the PHA may establish a reasonable method to spread these personnel costs to the AMPs receiving the service. Shared resource costs are distinguished from front-line prorated costs in that the services being shared are limited to a few AMPs as opposed to being prorated across all AMPs. MPHA implemented a new preventive maintenance program in 2019. The Quality Maintenance Program (QMP) delivered an improved approach to grounds, janitorial, pest control, and major systems maintenance through the establishment of scheduled work tasks that includes modest repairs and replacements due to wear-and-tear. The QMP prioritized care and servicing of equipment, unit interiors, common areas, and other building components for the purpose of maintaining satisfactory operating condition, by providing systematic inspection, detection, and correction of issues either before they occur or before they develop into major defects. MPHA may use maintenance crew(s) that work across properties within and across asset management projects to perform QMP work. MPHA will consider these costs as shared costs and charge the fully burdened labor costs for these crews based on actual hours work at a project. Materials and other directly related costs for this work; i.e. auto insurance, cell phones, etc., will be prorated to the projects on a reasonable basis.

MPHA reserves the right to employ full MTW Single Fund flexibility across properties and programs.

The additional HCV-funded capital improvement fee, the central management of specialized maintenance staff, major building systems, pest control program administration, and the QMP crews would be the only deviations from HUD's asset management guidelines.

APPENDIX F:

MPHA Planned Capital Expenditures (2023)

Across the nation, Public Housing Authorities have been chronically underfunded over the past 30 years. HUD reports the backlog of repairs grows at a rate of \$3.4 billion each year, starting from a baseline 2010 when a deferred need of \$26 billion was reported. In 2010, HUD funded approximately 10% of the reported backlog; in 2018, only 4% was funded. One percent of public housing units in the United States— 10,000 homes—go offline each year because there is not enough money for repairs and maintenance. Despite our housing’s capital needs and declining federal funding, MPHA intends to implement innovative strategies to ensure our housing stock remain viable for the long-term.

MPHA CAPITAL NEEDS

Minneapolis Public Housing Authority’s (MPHA) housing stock – which includes PBV-assisted Elliots LP and CHR properties – is comprised of 42 high-rise buildings, 736 scattered site homes, 184 rowhouse units, a 16-unit townhome development, and three maintenance, administrative, and service facilities. Forty of the 42 high-rise buildings in MPHA’s inventory were built in the 1960s and early 1970s; the age range of MPHA’s single-family homes is 10 – 100+ years old, and our 184-townhouse development is nearly 70 years old. MPHA completed its comprehensive physical needs assessment process (PNA) in 2019/2020, which was conducted a by third party vendor. Utilizing field data collection tools, inspectors gathered needs data on all property components including current ages and conditions. Life-cycle profiles and replacement or repair costs were established for each building component, and needs related to life- safety/code compliance, security, and energy savings were noted as such and all repair/replace actions were assigned a priority level relative to all MPHA capital needs. MPHA updates this data on an annual basis to reflect completed work and any changes to building conditions. Additionally, each year an inflation factor is applied to repair/replacement costs, to reflect current market conditions. Due to historic inflation rates and high construction costs, the Consumer Price Index (CPI) applied in 2022 was 7%, 4-5% higher than historically applied. Further, the national average of the construction industry specifically saw a 13.2% increase in material and installation costs, which has made addressing our capital needs increasingly difficult.

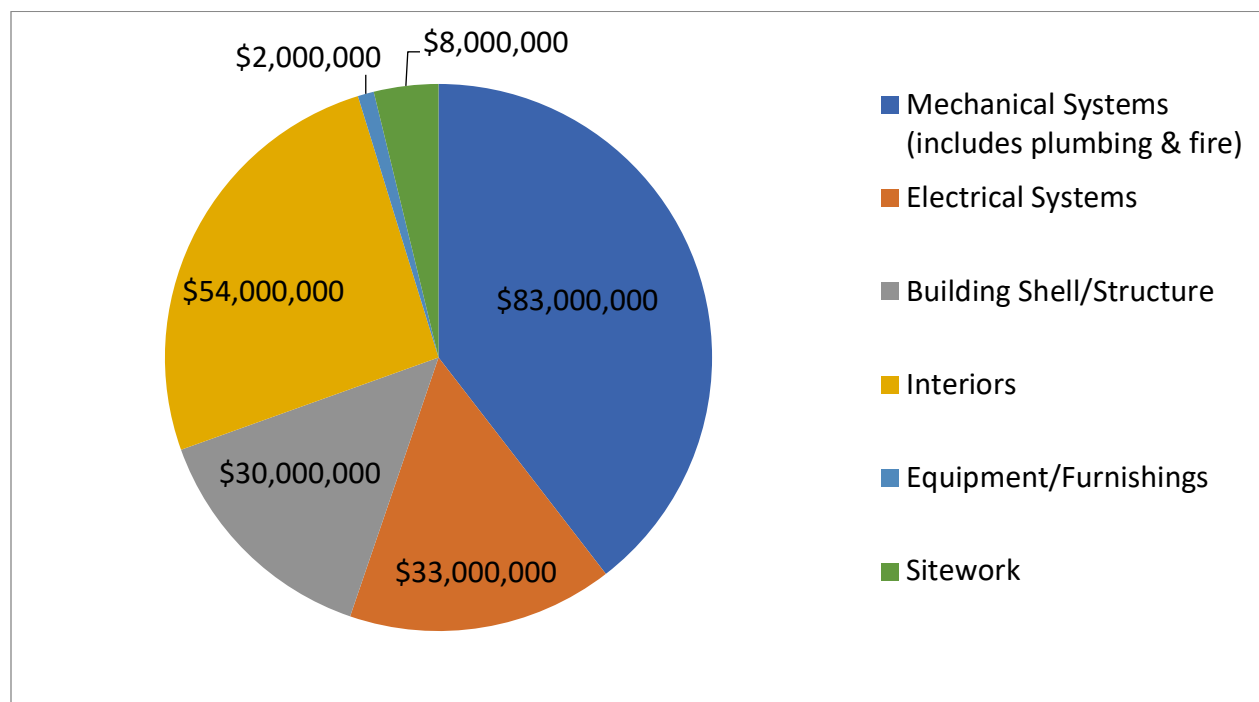
At the time of this publication, MPHA’s physical-needs data indicates it has a current unmet need of approximately \$210 million that will grow to over \$600 million over the next 20 years. These figures do not take into account applied capital funding, as it is difficult to predict future funding levels and availability. This estimate of unmet need represents building components that have reached or exceeded their estimated useful life. When formulating its annual capital plan, MPHA is forced to make difficult decisions between competing needs due to continual insufficient funding. To aid in capital planning with limited resources MPHA considers several factors including:

The type of need:

- Building Systems/Infrastructure (e.g., mechanical systems, plumbing and electrical systems, security systems, fire protection systems, roofs/façades, windows, elevators). These are components that are required to keep the building functioning and safe.
- Building Site Work, Interiors & Equipment/Furnishings (e.g., apartment kitchen and bath rehab, landscaping/site improvements, community room furnishings, building amenities). These are components that address livability and resident quality-of-life.
- The remaining useful life of the building component (generally ranges from 0 – 20 years).
- The urgency of action relative to other competing capital needs.
 - Low: This action is not currently impeding building functionality or safety and may be deferred. Quality-of-life may be affected by deferment.
 - Medium: This action is not currently impeding building functionality or safety but should be done with in the next two to five years. Quality-of-life may already be affected, and manageable component failure may occur by deferment.
 - High: This action is of high urgency, necessary to address building functionality and livability, and should be done within the next one to two years. Quality-of-life is likely affected, and component failures will become more frequent by deferment.
 - Urgent: This action should not be deferred and must be done as soon as possible. Building functionality or safety is currently compromised.

PHYSICAL NEEDS ASSESSMENT BREAKDOWN

MPHA's immediate capital needs are illustrated below:



As shown above, a large portion of our immediate capital needs are infrastructure/building systems. Aging systems and infrastructure at many of our properties have exceeded their life expectancy and have started to fail. MPHA deems a portion of these items as high or urgent needs that could become life/safety needs if left unaddressed. Additionally, as building codes have evolved, we need to address increased life/safety requirements such as retrofitting our high-rise buildings with sprinkler systems; it is the agency's goal to retrofit all high-rise properties with this critical life-safety system by 2025. MPHA has made infrastructure/building systems a priority and will target these types of improvements with its limited Capital Fund resources until major reinvestment opportunities materialize. Details on MPHA's portfolio strategy are covered in Section I of this plan.

FY2023 SIGNIFICANT CAPITAL EXPENDITURES BY DEVELOPMENT

MPHA bases its capital activities on an expected Capital Fund Program (CFP) allocation of \$20 million for 2023. CFP funded activities that were initiated under previous funding cycles, but not fully completed in prior years, will carry over and experience expenditures in 2023. Additionally, a portion of the activities slated for 2023's \$20 million budget will not be fully expended in 2023 and will carry into 2024. MPHA has estimated approximately \$27.7 million in Capital Fund expenditures for FY2023 targeting specific projects in six of its seven Asset Management Projects (AMPs).

AMP	PROJ	ADDRESS	WORK ITEMS	BUDGET	2023 EXPENDITURES
ONGOING 2022 ACTIVITIES					
N/A	N/A	N/A	Administration	\$2,005,000	\$2,005,000
N/A	N/A	N/A	Pre-development	\$5,400,000	\$1,500,000
3	20.4	2415 North 3rd Street	Entry guard system replacement	\$340,000	\$300,000
3	25	600 18th Avenue North	Fire suppression system installation	\$950,000	\$850,000
3	26	1710 Plymouth Avenue	Main electrical switch gear replacement	\$400,000	\$375,000
3	37	1314 44th Avenue North	Plumbing replacement, bath/kitchen upgrades, fire suppression	\$10,000,000	\$3,500,000
3	42	314 Hennepin Avenue	Fire suppression system installation	\$1,000,000	\$975,000
4	15.4	710 2nd Street NE	Main electrical switch gear replacement	\$400,000	\$375,000
5	9	Hiawatha Towers	Fire suppression system installation	\$2,100,000	\$2,000,000
5	19	1920 4th Avenue South	Main electrical switch gear & generator replacement	\$750,000	\$725,000
5	24	1707 3rd Avenue South	Facade repairs & window replacement	\$2,900,000	\$2,800,000
6	6	1627 South 6th Street	Fire suppression system installation	\$335,000	\$290,000
6	6	Cedars Lowrises (1627 S 6th)	Facade restoration & window replacement (phase II of III)	\$2,900,000	\$850,000
6	16	1515 Park Avenue South	Main electrical switch gear & generator replacement	\$750,000	\$725,000
7	17	2728 East Franklin Avenue	Fire suppression system installation	\$1,200,000	\$100,000
AW	AW	Multiple highrises	Priority camera installations	\$265,000	\$100,000
PLANNED 2023 ACTIVITIES					
N/A	N/A	N/A	Administration	\$2,005,000	\$0
N/A	N/A	N/A	Audit fee	\$10,000	\$10,000
N/A	29	1015 North 4th Street	Generator upgrades	\$125,000	\$125,000
1	1	Glendale Townhomes	Select roofing, siding and plumbing replacement	\$1,000,000	\$500,000
3	3	800 5th Avenue North	Facade repairs & window replacement	\$1,650,000	\$650,000
3	20.5	3116 Oliver Avenue North	Elevator modernization	\$225,000	\$100,000
3	25	600 18th Avenue North	Elevator modernization	\$750,000	\$100,000
3	26	1710 Plymouth Avenue	Shower replacement	\$100,000	\$100,000
3	37	1314 44th Avenue North	Elevator modernization	\$575,000	\$100,000
3	42	314 Hennepin Avenue	Main electrical switch gear & generator replacement, facade repairs	\$2,750,000	\$750,000
4	15.5	616 Washington Avenue NE	Elevator modernization	\$225,000	\$100,000
4	21.5	1900 3rd Street NE	Fire suppression system installation	\$260,000	\$200,000
4	21.6	809 Spring Street NE	Fire suppression system installation	\$260,000	\$200,000
4	33	828 Spring Street NE	Facade and window repairs	\$300,000	\$300,000
5	19	1920 4th Avenue South	Site security enhancements	\$200,000	\$200,000
5	34	Fifth Avenue Towers	Apartment entry door replacement	\$400,000	\$400,000
6	6	1611 South 6th Street	Facade restoration & window replacement (phase III of III)	\$2,900,000	\$2,800,000
6	6	1627 South 6th Street	Apartment flooring replacement	\$150,000	\$150,000
6	16	1515 Park Avenue South	Fire alarm panel replacement	\$560,000	\$560,000
7	14	1415 East 22nd Street	Roof replacement and facade repairs	\$650,000	\$600,000
7	18.4	3755 Snelling Avenue	Fire suppression system installation, facade repairs	\$300,000	\$250,000
7	22	3205 East 37th Street	Fire suppression system installation, facade repairs	\$300,000	\$250,000
7	31	Horn Towers	Facade repairs	\$200,000	\$200,000
7	36	2121 Minnehaha Avenue	Facade repairs & window replacement, apartment entry door replacement	\$2,500,000	\$500,000
AW	AW	Multiple highrises	HVAC and other systems replacements	\$355,000	\$355,000
AW	AW	Multiple highrises	Priority camera installations	\$300,000	\$250,000
AW	AW	Contingency	Contingency	\$1,000,000	\$500,000
TOTAL 2023 EXPENDITURES					\$27,720,000

This plan and projected spending are subject to change as the agency goes through its annual budgeting process for 2023 including budget approval by the MPHA Board of Commissioners. Additionally, capital activities and expenditures are also based on these assumptions:

Final formula amounts at the 2022 levels and receipt of grant by the end of March 2023;
MPHA's ability to complete identified improvements at its properties within noted budgets despite challenges associated with construction and commodity markets in historic fluctuation.

Since these variables are subject to change, expenditures and activities may vary significantly. MPHA will modify its capital activities as it deems suitable based on different outcomes.

FIVE-YEAR CAPITAL NEEDS

The five-year Capital Needs table illustrates total funding needed to address all capital needs at MPHA properties between 2023-2027.

Minneapolis Public Housing Authority
2023 Five-Year Schedule of Capital Nee

FY23	FY24	FY25	FY26	FY27
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AMP 5 - Hiawatha

AMP 5	Project	Address	Bldgs	Units					
5	9	Hiawatha Towers	3	281	11,130,613	1,829,071	2,494,887	1,393,160	1,892,719
5	18.5	2533 South First Ave	1	42	1,610,177	107,226	41,442	447,125	76,490
5	19	1920 South Fourth Ave	1	110	3,216,375	108,146	75,260	531,499	62,717
5	24	1707 South Third Street	1	199	3,199,114	2,477,304	533,880	249,399	620,735
5	34	2419/33 South Fifth Ave	2	254	6,922,325	1,270,951	1,185,300	1,967,749	190,716
Total AMP 5			8	886	26,078,604	5,792,698	4,330,769	4,588,932	2,843,377

AMP 6 - Cedars

AMP 6	Project	Address	Bldgs	Units					
6	6 & 30	Cedars Community	4	539	17,548,860	1,454,024	240,491	2,122,292	933,122
6	16	1515 South Park Ave	1	182	4,934,182	2,057,732	404,172	0	265,105
Total AMP 6			5	721	22,483,042	3,511,756	644,663	2,122,292	1,198,227

AMP 7 - Horn

AMP 7	Project	Address	Bldgs	Units					
7	14	1415 East 22nd Street	1	129	3,563,554	770,130	881,118	74,657	586,611
7	17	2728 East Franklin Ave	1	151	3,216,375	108,146	75,260	531,499	62,717
7	18.4	3755 South Snelling Ave	1	28	1,719,100	422,848	10,326	32,605	0
7	22	3205 East 37th Street	1	28	1,420,176	153,333	3,442	0	126,832
7	31	Horn Towers	3	491	24,070,004	4,604,131	166,364	574,813	271,041
7	36	2121 South Minnehaha Ave	1	110	4,019,583	368,155	389,870	342,947	17,745
Total AMP 7			8	937	38,008,792	6,426,743	1,526,380	1,556,521	1,064,946

Management, Maintenance, and Other Facilities

Project	Location	Bldgs	Units						
N/A	Elliot Twins	2	174	0	0	0	0	0	0
N/A	Scattered Sites	717	717	32,490,485	3,849,185	19,789,498	3,411,876	3,037,814	
29	1015 North Fourth Ave	1		797,378	0	300,294	183,679	0	
93	1301 Bryant Maintenance Off.	1		1,008,132	435,065	66,693	233,084	156,351	
96	1001 Washington Main Office	1		4,110,403	302,791	0	0	0	
Total MM&O			722	891	38,406,398	4,587,041	20,156,485	3,828,639	3,194,165
GRAND TOTAL			825	5,942	225,702,950	47,695,598	38,705,773	27,706,416	11,089,929

Minneapolis Public Housing Authority
2023 Five-Year Schedule of Capital Needs

FY23	FY24	FY25	FY26	FY27
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AMP 1 - Rowhouses

AMP	Project	Address	Bldgs	Units					
1	1	Glendale	28	184	19,975,803	604,318	109,050	56,490	463,915
Total AMP 1			28	184	19,975,803	604,318	109,050	56,490	463,915

AMP 2 - Scattered Site/Single Family

AMP	Project	Address	Bldgs	Units					
2	Various	Various	35	35	1,263,219	263,913	762,592	53,823	30,166
Total AMP 2			35	35	1,263,219	263,913	762,592	53,823	30,166

AMP 3 - North

AMP	Project	Address	Bldgs	Units					
3	3	800 North Fifth Ave	1	66	1,857,866	206,966	127,807	373,866	0
3	20.4	2415 North Third Street	1	62	2,239,777	2,389,615	53,255	85,133	329,129
3	20.5	3116 North Oliver Ave	1	31	1,224,614	277,178	219,510	42,481	329,094
3	23	315 North Lowry Ave	1	193	5,079,060	2,421,239	2,704,187	0	75,354
3	25	600 North 18th Ave	1	239	6,466,212	6,642,663	282,233	1,198,085	0
3	26	1710 North Plymouth Ave	1	84	6,646,906	1,928,959	90,514	589,811	105,365
3	28	901 North 4th Ave	1	48	324,472	0	0	219,469	0
3	37	1314 North 44th Ave	1	220	8,484,913	3,494,247	2,417,361	79,769	166,907
3	42	314 Hennepin Ave	1	299	11,320,326	4,037,120	575,040	739,587	0
3	50	350 Van White Memorial Blvd	1	102	2,206,081	50,174	1,870,822	508,339	835,685
Total AMP 3			10	1,344	45,850,227	21,448,161	8,340,729	3,836,540	1,841,534

AMP 4 - Northeast

AMP	Project	Address	Bldgs	Units					
4	10	311 NE University Ave	1	49	1,206,336	194,126	83,118	680,784	18,815
4	15.4	710 NE Second Street	1	35	2,152,439	365,436	11,473	82,177	0
4	15.5	616 NE Washington Ave	1	35	2,209,095	87,804	121,905	160,695	0
4	21.4	1206 NE Second Street	1	57	1,827,096	273,680	273,440	403,449	82,068
4	21.5	1900 NE Third Street	1	32	1,989,582	289,470	388,573	533,271	0
4	21.6	809 NE Spring Street	1	32	2,191,053	178,062	109,775	1,005,052	321,357
4	32	1717 NE Washington Street	1	182	8,248,519	386,521	1,191,664	2,656,052	31,359
4	33	828 NE Spring Street	1	189	3,997,289	1,177,744	617,527	3,463,454	0
4	35	1815 NE Central Ave	1	333	9,815,456	2,108,125	37,630	2,678,245	0
Total AMP 4			9	944	33,636,865	5,060,968	2,835,105	11,663,179	453,599

ASSET PRESERVATION & CREATION STRATEGIES

As an MTW agency, MPHA can utilize fungible authority to increase the amount of funds allocated to capital improvements above the Capital Fund allocation from Congress/HUD. However, given a long-standing trend of federal underfunding and the current administration's proposed budget cuts to all PHA programs, our ability to dedicate additional funds to capital investments will become increasingly difficult. Due to our funding challenges, MPHA must consider additional tools and funding sources to ensure our properties remain viable for the long-term. There is no stand-alone solution available; rather, we must take a multi-pronged approach as we consider reinvestment strategies.

Roadmap for MPHA's Portfolio Preservation

In 2018-19, MPHA initiated an in-depth portfolio analysis to determine the best way to enhance each property's value while preserving its long-term viability. This evaluation considered each property's physical condition, social and strategic value, and income potential, as well the numerous challenges MPHA faces as it embarks on redevelopment. Our preliminary plan served as the framework to guide our path into the future but, as things such as property needs, funding opportunities, and the priorities of MPHA and its stakeholders have evolved since that time, the agency has decided to re-visit its strategic vision and portfolio plan. At the time of this publication, MPHA has engaged a consultant to lead this robust process and an updated vision will be more fully outlined in the agency's 2024 MTW plan.

As we've completed construction at the Elliot Twins and will soon be closing on financing to begin construction of additional scattered site housing, MPHA has carefully analyzed which property we will next apply these or other tools to ensure our housing assets remain viable for the future. As noted in Section I of this plan, MPHA is considering conversions at 315 Lowry Avenue North and the properties that comprise the Heritage Park AMP, a mixed income development. These will be further explored through the remainder of 2022 and contemplated as we work to revise our strategic vision and portfolio plan.

Regardless of the strategies we employ now or moving forward, MPHA will continue to honor its commitment of collaboration and partnership with our residents and other various community stakeholders.

Resident & Community Engagement

In keeping with its Guiding Principles for Redevelopment and Capital Investments, when utilizing these or other tools, MPHA has and will continue to engage with its residents and community partners to ensure our stakeholders have a clear understanding of our path, are actively involved and collaborate with us through the entire process and, most importantly, that residents' rights are protected along the way.

In addition to the pledges MPHA has made to its residents with the Guiding Principles for Redevelopment and Capital Investments, MPHA worked in conjunction with residents and the Mid-Minnesota Legal Aid to develop a relocation rights contract that outlines tenant protections should residents need to temporarily relocate due to MPHA's redevelopment activities. Additionally, in April 2019, the Minneapolis City Council adopted a Memorandum of Understanding (MOU) between the city and MPHA which expresses our shared commitment to investing in public housing, long-term public control, and protecting the rights of every resident. The MOU closely reflects MPHA's own Board-approved Guiding Principles and protections built into the RAD Program.

HUD Tools

As a starting point, MPHA considers how it can further its flexibility under MTW, as well as pursue special programs offered by HUD.

The Rental Assistance Demonstration (RAD) & Section 18 Programs

The Rental Assistance Demonstration (RAD) and Section 18 Programs have been utilized around the country to preserve and reinvest in more than 100,000 units of deeply affordable housing. The RAD Program converts the traditional Operating and Capital Fund streams to more reliable Section 8 project-based funding, which allows housing authorities to create new partnerships and open themselves to opportunities for greater investment in the housing. Section 18 of the 1937 Housing Act allows access to Tenant Protection Vouchers (TPVs), which carry a higher subsidy thereby allowing the properties to leverage more debt for improvements. Under some conditions, HUD allows these tools to be used in tandem, offering even greater opportunities for long-term preservation. HUD's PIH Notice 2021-07 issued in 2021 provides expanded opportunities for RAD "Blend" conversions which MPHA is considering as we look to future preservation projects.

Moving to Work (MTW) Enhancements

As an MTW agency, MPHA has funding and regulatory flexibility to enhance our development activity. For example, enhancing rents using our MTW “single-fund flexibility” allows MPHA greater borrowing capacity, which in turn equates to additional building improvements. Resident rents remain unaffected while their homes benefit from greater enhancements.

Energy Performance Contracting

In 2010, MPHA contracted with Honeywell International, Inc. to implement \$33.6 million of energy conservation measures throughout MPHA’s properties. The contract was financed under HUD’s Energy Performance Contracting (EPC) program incentive to borrow private capital to fund energy improvements. Although this project allowed MPHA to replace 40-to-50-year-old boilers and complete other energy-related improvements, MPHA needs to satisfy the EPC debt in order to utilize HUD’s RAD and Section 18 Programs or other creative financing strategies. In 2020, MPHA worked with Honeywell and Bank of America to address outstanding debt issues at the Elliot Twins and our scattered sites portfolio. As we consider our next redevelopment projects, MPHA will once again work to satisfy this debt.

Choice Neighborhoods Program

The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with public or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a revitalization plan for a neighborhood.

Financing Tools

In conjunction with the flexibility and programs available through HUD, MPHA will continue to pursue a variety of funding sources to augment HUD’s tools.

Traditional Debt

MPHA would borrow money from banks or other financial institutions to complete major improvements at its properties, much like homeowners and other housing providers do to finance improvements.

Soft Funding Sources/Grants

MPHA has had success securing grants and soft loans from the state, county, city, and Federal Home Loan Bank for development activities. In 2020, the City of Minneapolis provided a \$2.3 million soft loan to help fund the energy improvements that are now complete at the Elliot Twins. MPHA has also received multiple rounds of state bond financing from the state for affordable housing preservation, most recently \$2.4 million for fire suppression system installations at four high-rises. In 2022, MPHA also applied for federal funds for fire suppression installations at multiple high-rise properties, which resulted in a \$2 million direct federal appropriation. In 2023, MPHA will continue pursuing local and other resources – such as a city tax levy– for its redevelopment and preservation efforts.

Low-Income Housing Tax Credits (LIHTC) Program

The LIHTC program is a key resource for creating and preserving affordable housing in Minneapolis and around the country. LIHTCs allow for creation of new partnerships to access tax credits that fund significant capital improvements at existing properties or help create new communities while offsetting investor tax basis. In 2020, MPHA utilized this program to successfully carry out the RAD conversion at the Elliot Twins where \$27 million in improvements were recently completed. This significant investment allowed MPHA to address all deferred needs, complete energy improvements and other property enhancements, add ten fully handicapped accessible units at the site, as well as construct a single- story community building that houses increased resident amenities. A modernization of this magnitude had not been possible at our properties in the past and therefore we believe the program is an essential tool for our housing preservation and creation strategy. MPHA is also pursuing LIHTC financing for construction of 84 new units of family housing which is scheduled to close in fall-2022.

APPENDIX G:

Glossary of Acronyms and Housing Terms

ARRA – The American Recovery & Reinvestment Act of 2009 (“Recovery Act”) was a stimulus package enacted by Congress in 2009. Though the primary objective was to save and grow jobs, the Recovery Act also provided temporary relief for programs most affected by the recession and allowed investments in infrastructure, education, health, and renewable energy.

ACC - Annual Contributions Contract is the written contract between HUD and a Public Housing Authority (PHA) under which HUD agrees to provide funding for a program (under the Housing Act of 1937), and the PHA agrees to comply with HUD requirements for the program.

AMI - Area Median Income - an estimate from the Department of Housing and Urban Development (HUD) of how much money families in a given area earn on average.

AMP – Asset Management Projects is a term used to identify the PHA’s property groupings.

CFP - Capital Fund Program is an annual grant in which HUD provides funds for the modernization and development of public housing beyond the scope of routine maintenance.

CFR – Code of Federal Regulations are published federal rules that define and implement laws; commonly referred to as “the regulations.” Regulations related to HUD programs are primarily in the 24th section of the code, denoted 24 CFR.

CDBG - Community Development Block Grant is a flexible program that provides communities with resources to address a wide range of unique community development needs.

CMTO - Creating Moves to Opportunity is a nationwide collaboration between universities, foundations, and PHAs with the purpose of improving long-term outcomes of children by evaluating strategies that support Housing Choice Voucher (HCV) families in moving to higher opportunity neighborhoods.

Deeply Affordable Housing – This term is generally used to refer to homes affordable to people who meet HUD’s definition of “Extremely Low-Income” (making below 30 percent of the Area Median Income).

DOT - Declaration of Trust is a legal instrument which grants HUD an interest in a public housing property. It also provides public notice that the property was developed, maintained, or

operated with Federal assistance and is, therefore, held in trust by the public housing agency for the benefit of HUD.

EPC - Energy Performance Contract is a financing mechanism authorized by Congress designed to accelerate investment in cost-effective energy conservation measures in federally supported buildings such as public housing.

Extremely Low-Income Family – a family whose annual income does not exceed 30 percent of the area median income, as determined by HUD.

Faircloth Limit/Faircloth Authority – Named for former U.S. Senator, the Faircloth Limit refers to a cap, under federal law, on the number of Section 9 public housing units for which a PHA is allowed to receive subsidy. Where housing authorities are below this limit, Faircloth Authority refers to additional public housing subsidy PHAs could access, provided we can build or acquire the units.

Flat Rent – A maximum level of tenant rent payment, as defined by a PHA's rent policies for Section 9 public housing. Flat rent is established as a percentage of the estimated fair-market-rent for a unit. Flat rent is a relevant concept for the highest-income households, where a rent payment of 30 percent of adjusted income would exceed this amount. Also known as "ceiling rent."

FSS – Family Self-Sufficiency Program is a HUD program in which a PHA promotes self-sufficiency of assisted families, including the coordination of support services.

FUP – Family Unification Vouchers are special purpose vouchers provided to two different populations: families and former foster-care youth (ages 18-24) that are homeless or lack adequate housing. Eligible families are referred by the local child welfare agency to the PHA.

HAP - Housing Assistance Payments contract – a written contract between the PHA and a property owner established to provide rent subsidies on behalf of an eligible low-income family.

HCV – The Housing Choice Voucher (also known as "Section 8") program pays a portion of a tenant's rent in an apartment or home. Families contribute approximately 30 percent of their income toward their rent and utilities and MPHA provides the rest. Where a voucher-holder uses the voucher to live in a privately-owned home, this is referred to as a "tenant-based" voucher. (Families can use the voucher to choose where they want to live within Minneapolis or outside the city.) In some contexts, the HCV program may also refer to "project-based" vouchers (PBVs), defined separately in this glossary.

HQS - Housing Quality Standards are established by HUD and outline minimum life-safety requirements for any housing assisted under the voucher program.

HUD – The United States Department of Housing and Urban Development. HUD is the federal regulator and distributor of funds to PHAs. HUD is headquartered in Washington D.C. and has a field office in Minneapolis

LEP - Limited English Proficiency Plan is developed by the PHA, per HUD requirements, to make reasonable efforts to provide free language assistance and meaningful access to a client who does not speak English as their primary language or has limited ability to read, write, speak, or understand English.

Local, Non-Traditional – This HUD term describes activities that use MTW funds provided under the MTW block grant for activities outside of the Housing Choice Voucher and public housing programs established in Sections 8 and 9 of the U.S. Housing Act of 1937 (1937 Act). These activities must serve low-income families and meet the statutory objectives of the MTW program.

Low-Income Family – a family whose annual income does not exceed 80 percent of the area median income, as determined by HUD.

LIHTC - Low-Income Housing Tax Credit is a dollar-for-dollar tax credit in the United States for affordable housing investments that gives incentives for the utilization of private equity in the development of affordable housing aimed at low-income Americans.

LURA – Land Use Restriction Agreement is a legally binding contract requiring the parties to limit the use of a property for a specified term. LURAs are typically used in connection with low-income housing tax credits to ensure that a housing property is restricted to households who make a certain income (for example, 30% of Area Median Income) for an agreed-upon period. By agreement among the parties, this period need not match and may exceed the tax credit compliance period (for example, 30 years or more).

MTW – Moving to Work Demonstration Program created by Congress in 1996 allows housing authorities to design and test innovative, locally-designed strategies for providing low-income families with affordable housing. MTW allows the agency to waive most HUD regulations if the agency meets at least one of three statutory objectives: (1) increasing housing choices, (2) creating opportunities for families with

Portability – A family utilizing a Housing Choice voucher can choose to rent a dwelling unit in a city outside their initial PHA.

PBRA – Project-Based Rental Assistance was authorized by Congress in 1974 to provide rental subsidies for eligible tenant families residing in newly constructed, substantially rehabilitated, and existing rental and cooperative apartment projects. Under it, developers (for-profit or non-profit) would build low-income housing and HUD would make up the difference between the HUD-approved rent (Contract Rent) for the assisted unit and the HUD-required rental contribution from eligible tenant families. *MPHA does not participate in the PBRA program.*

PBVs – Project-Based Vouchers provide rental assistance to families living in privately owned apartments, or in buildings publicly controlled by the housing authority. Unlike “tenant-based” vouchers, PBVs are attached to the housing unit. (Both types of vouchers are considered different types of “Section 8” vouchers and funded by Congress under the Section 8 program.) Using the voucher funding, MPHA enters into a contract to ensure that these units are preserved as affordable housing for up to 20 years (or beyond, in the case of RAD).

PHA – Public Housing Authority.

PIC – PIH Information Center is the HUD’s inventory management system, used as the official record between HUD and the housing authority of public housing units and occupancy. It is sometimes referred to as IMS/PIC (where IMS stands for Inventory Management System).

RAD - Rental Assistance Demonstration was created by Congress to give PHAs a tool to preserve and improve public housing properties and address the nationwide backlog of deferred maintenance. The law authorizing RAD requires continued public ownership or control of public housing properties. Specifically, it requires that a public or not-for-profit entity maintain ownership or control of a public housing property that converts to PBRA or PBV assistance using RAD.

Section 3 – HUD’s Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

Section 8 – Refers to Section 8 of the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437). Section 8 of the Act covers voucher programs (tenant-based and project-based) and Project-Based Rental Assistance.

Section 9 – Refers to Section 9 of the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437). Section 9 of the Act covers traditional, PHA-owned-and-operated public housing.

Subsidy Standards (or Payment Standards) are established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families based on the number of people and the family composition.

SNAP - Supplemental Nutrition Assistance Program, formerly known as Food Stamps, helps low-income families to purchase nutritious food.

TPVs – Tenant Protection Vouchers are issued to ensure there is no displacement of low-income residents as a result of underlying changes to subsidy assistance of a property. TPVs can also provide stability and facilitate an increased funding stream to the property.

VASH - Veterans Affairs Supportive Housing This joint HUD-Veterans Affairs (VA) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Very Low-Income Family – A low-income family whose annual income does not exceed 50% of the area median income for the area, as determined by HUD.

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250120 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2020 FFY of Grant Approval:
Type of Grant <div> Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:) </div> <div> Performance and Evaluation Report for Period Ending: 12/31/2021 Final Performance and Evaluation Report </div>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration	15,935,790	15,935,790	15,935,790	10,686,554
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250120 Replacement Housing Factor Grant No: Date Of CFFP:	FFY of Grant: Est. 2020 FFY of Grant Approval:			
Type of Grant <div style="display: flex; justify-content: space-between;"> Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no: Final) </div> <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2021 Performance and Evaluation Report </div>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	15,935,790	15,935,790	15,935,790	10,686,554
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director <i>Abdi Warsame</i>		Date 08-08-2022		Signature of Public Housing Director 	
				Date	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: **Minneapolis Public Housing Authority**

Federal FFY of Grant: Est. 2020

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250121 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2021 FFY of Grant Approval:
Type of Grant Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:) Performance and Evaluation Report for Period Ending: 12/31/2021 Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration	16,363,821	16,363,821	7,366,473	0
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250121 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: Est. 2021 FFY of Grant Approval:	
Type of Grant					
Original Annual Statement		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: Final)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2021		Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	16,363,821	16,363,821	7,366,473	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director <i>Abdi Warsame</i>		Date 08-08-2022		Signature of Public Housing Director Date	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages		
PHA Name:	Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250121 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	Federal FFY of Grant: Est. 2021
Minneapolis Public Housing Authority		

Minneapolis Public Housing Authority

Replacement Housing Factor Grant No:

[illegible]

² To be completed for the Performance and Evaluation Report.

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250122 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2022 FFY of Grant Approval:
Type of Grant Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:) Performance and Evaluation Report for Period Ending: 12/31/2021 Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration	20,050,584	20,050,584	0	0
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250122 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2022 FFY of Grant Approval:
Type of Grant <div style="display: flex; justify-content: space-between;"> Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no: Final) </div> <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2021 Performance and Evaluation Report </div>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	20,050,584	20,050,584	0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director <i>Abdi Warsame</i>		Date 08-08-2022		Signature of Public Housing Director Date	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages

PHA Name:	Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250122 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	Federal FFY of Grant: Est. 2022
Minneapolis Public Housing Authority		

[illegible]

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Development Capital Fund Program, Capital Fund Program, Replacement Housing Factor
And Housing Capital Fund Financing Program,

U.S Department of Housing

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Minneapolis Public Housing Authority					Federal FFY of Grant: Est. 2022
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
	05/11/2024		05/11/2026		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250123 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2023 FFY of Grant Approval:
Type of Grant Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:) Performance and Evaluation Report for Period Ending: 12/31/2021 Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration	20,050,584	20,050,584	0	0
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part I: Summary					
PHA Name:		Grant Type and Number			FFY of Grant: Est. 2023
Minneapolis Public Housing Authority		Capital Fund Program Grant No: Estimated MN46P00250123 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant Approval:
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: Final)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2021		<input type="checkbox"/> Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	20,050,584	20,050,584	0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	
<i>Abdi Warsame</i>		08-08-2022			

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages									
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PHA Name:

Minneapolis Public Housing Authority

Grant Type and Number

Capital Fund Program Grant No: Estimated MN46P00250123

CFFP (Yes/ No): No

Replacement Housing Factor Grant No:

Federal FFY of Grant: Est. 2023

[illegible]

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: **Minneapolis Public Housing Authority**

Federal FFY of Grant: Est. 2023

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary					
PHA Name: Minneapolis PHA in and for the City of Minneapolis 1001 Washington Ave N MPLS, MN 55401		Grant Type and Number Capital Fund Program Grant No: MN46L002501-17 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2017 FFY of Grant Approval:	
Type of Grant Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:) Performance and Evaluation Report for Period Ending: 12/31/21 Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1480 General capital Activity	\$ 1,000,000	\$ 1,000,000	\$ 308,697.03	\$ 308,697.03
6	1492 Moving to Work Demonstration				
7	1501 Collateralization Expense / Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment				
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Part I: Summary					
PHA Name: Minneapolis PHA in and for the City of Minneapolis 1001 Washington Ave N MPLS, MN 55401		Grant Type and Number Capital Fund Program Grant No: MN46L002501-17 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2017 FFY of Grant Approval:	
Type of Grant <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/21 </div> <div> Reserve for Disasters/Emergencies Final Performance and Evaluation Report </div> <div> Revised Annual Statement (revision no:) Final Performance and Evaluation Report </div> </div>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
15	Amount of Annual Grant:: (sum of lines 2 - 14)	\$ 1,000,000	\$ 1,000,000	\$ 308,697.03	\$ 308,697.03
16	Amount of line 20 Related to LBP Activities	\$ 1,000,000	\$ 1,000,000	\$ 308,697.03	\$ 308,697.03
17	Amount of line 20 Related to Section 504 Activities				
18	Amount of line 20 Related to Security - Soft Costs				
19	Amount of line 20 Related to Security - Hard Costs				
20	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director <i>Abdi Warsame</i>		Date 08-08-2022		Signature of Public Housing Director 	
		Date			

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Part II: Supporting Pages								
PHA Name: Minneapolis PHA in and for the City of Minneapolis 1001 Washington Ave N MPLS, MN 55401		Grant Type and Number Capital Fund Program Grant No: MN46L002501-17 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2017			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
MN002000002	Lead based paint inspections, abatement, and clearance testing in single family scattered site homes.	1480	423 units	\$1,000,000	\$1,000,000	\$ 308,697.03	\$ 308,697.03	100%

**Annual Statement/Performance and Evaluation Report
of Housing and Urban Development**

U.S. Department

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46E00250120 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2020 FFY of Grant Approval:	
Type of Grant <div style="display: flex; justify-content: space-between;"> <div> Original Annual Statement Performance and Evaluation Report for Period Ending: 12/31/2021 </div> <div> Reserve for Disasters/Emergencies </div> <div> Revised Annual Statement (revision no:) Final Performance and Evaluation Report </div> </div>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration	235,000	235,000	235,000	33,792
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part I: Summary

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46E00250120 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2020 FFY of Grant Approval:	
Type of Grant <div style="display: flex; justify-content: space-between;"> <div> Original Annual Statement Performance and Evaluation Report for Period Ending: 12/31/2021 </div> <div> Reserve for Disasters/Emergencies </div> <div> Revised Annual Statement (revision no:) Final Performance and Evaluation Report </div> </div>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	235,000	235,000	235,000	33,792
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director <i>Abdi Warsame</i>		Date 08-08-2022		Signature of Public Housing Director 	
				Date	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP grants for operations

⁴ RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: _____

Grant Type and Number	Project Title	Start Date	End Date	Amount	Source	Notes
1
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Capital Fund Program Grant No: MN46E00250120

CFFP (Yes/ No): No

Replacement Housing Factor Grant No:

Federal FFY of Grant: 2020

Development
Number Name/PHA-
Wide Activities

General Description of Major Work Categories

Development
Account No.

Quantity

Total Estimated Cost	
----------------------	--

Total Actual Cost	
-------------------	--

Status of Work

Original

Revised ¹

Funds Obligated ²	
---------------------------------	--

Funds Expended ²

--	--

MN002

Safety and Security improvements

1480

--	--

235,000

235,000

235,000

33,792

14%

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

2Part III: Implementation Schedule for Capital Fund Financing Program

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.



November 16, 2022

Agenda Item 3

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director /CEO

SUBJECT: Changes to MPHA Statement of Policies

Previous Directives: July 22, 2020, the MPHA Board of Commissioners approved changes to the MPHA Statement of Policies that govern the Public Housing Program.

Resident Notification: The updated policies were posted for public comment for 30 days. MPHA will provide notice to residents of these changes within 30-days of approval.

Impact on Budget: The proposed changes to the Statement of Policies will have little or no discernable impact on the MPHA's 2023 Budget.

Procurement Review: Not applicable

Recommendation: It is recommended that the Board of Commissioners adopt a resolution approving the proposed changes to MPHA's Statement of Policies.

While MPHA is not proposing any changes to its Statement-of-Corporate-Policies, DPA-Procedures-Public, DPA Procedures-Data, or MPHA HCV Operating Procedures this year, the MPHA-LIPH-SOP has been revised. MPHA is proposing the following changes in the MPHA Statement of Policies that govern the Public Housing program: (***Bold, italicized is new language***)

- **Part I, Definitions**
 - **# 37:** Updates the definition of Family Housing Unit to include Glendale townhomes, public housing scattered site units and Community Housing Resource (CHR) units.
- **Part II, Requirements for Admissions, Section 4.E.5:** Changes the language regarding applicants being fingerprinted because MPHA is no longer receiving an initial NCIC information from the MPD: ***MPHA will screen for criminal history, and an applicant may be fingerprinted.***
- **Part VII: Rent Computations and Security Deposits:** Changes were made to this section to align with the Moving to Work (MTW) plan regarding every third-year rent redeterminations.
- **Part VII: Tenant Transfer:**
 - Clarifies second unit transfer offers for a Violence Against Woman Act (VAWA) transfer.
 - Indicates that there are no priority rankings among types of emergency transfers; transfers

will be based on the availability of another appropriate dwelling unit.

- **Part X, Reexamination of Tenant Eligibility and Rent Adjustments Section 3:** Changes scheduled reexaminations to every three (3) years for all tenants to align with the MTW plan.
- **Part XI, Lease Terminations Section 4:** Amends the notice requirements that residents receive to be longer than 14 days when a longer notice period is required by federal or state law or regulation. This change addresses HUD's interim final rule that extends the notice period to at least 30 days for nonpayment of rent when there is a national emergency.
- **Part XII, Tenant Grievance**
 - **Section 1.C.8:** Adds that the grievance does not apply to *issues that have been previously decided in another grievance hearing, judicial proceeding, quasi-judicial proceeding, or administrative proceeding involving the tenant and MPHA.*
 - **Section 2.E:** Clarifies that MPHA will appoint one-person hearing panels for denial of reasonable accommodation or VAWA protections since only a limited number of hearing panelists are trained for reasonable accommodations and VAWA requests.
 - **Section 2.G.7:** Adds that failing to appear at a scheduled hearing by either party without advanced notice or other good cause, will result in a waiver of the hearing. If good cause is shown, hearing will be rescheduled in a timely manner.
- **Part XXII, Violence Against Women Act:** Changes were made as suggested by Legal Aid.
- **Appendix E:** Updates the list of Special Housing Programs to remove entities that are no longer providing services in MPHA buildings and adds Hennepin County Coordinated Entry for units designated to be filled through that program
- **Appendix F:** Updates the annual rent tables for residents who pay flat rent to reflect the latest year's Fair Market Rent (upon which flat rent is based).
- **Appendix I-K:** Adds the requirement that exhibits at hearings be exchanged with the other party five business days prior to the hearing date. **Various Sections:** Modifications or deletions as necessary for clerical or grammatical changes.

MPHA solicited input and comments regarding the draft changes to the Agency's Statement of Policies (SOP) from residents, the Minneapolis Highrise Representative Council (MHRC), and the public regarding the proposed changes. The summary of the changes was sent to all building Resident Council presidents, and to the MHRC Executive Committee. MPHA included an insert to its rent statements to all MPHA residents that informed them how to access copies of the proposed changes to the SOPs. This notice also included the date and time for the Public Hearing and the three informational sessions.

MPHA documented and attached the public comments and MPHA's responses related to the proposed 2023 Statement of Policies in the October board packet. As a result of the comments MPHA has withdrawn the change in the definition of over income, it will thus remain at 80% AMI.

A copy of the Board Resolution is attached to this Report.

This Report was prepared by Mary Boler, Director of Operations. For further information, please contact Ms. Boler at (612) 342-1453 or mboler@mpsalpha.org.

RESOLUTION No. 22-227

WHEREAS, the Minneapolis Public Housing Authority in and for the City of Minneapolis (MPHA) has a Statement Of Policies that govern the Public Housing program; and

WHEREAS, MPHA last made changes to the Statement of Policies in 2020; and

WHEREAS, MPHA received and responded to public comments regarding the Statement of Policies and made changes to the document based on comments received.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of MPHA that the changes to the Agency Statement of Policies are approved and that the Executive Director is authorized to implement them effective January 1, 2023.



LOW-INCOME PUBLIC HOUSING STATEMENT OF POLICIES

2023

DRAFT FOR REVIEW AND COMMENT

Approved by the MPHA Board of Commissioners: _____, 2023

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INTRODUCTION: PURPOSE AND NON-DISCRIMINATION STATEMENT

1. **PURPOSE:** The purpose of this policy is to assist Minneapolis Public Housing Authority (MPHA) in administering its low-income public housing programs. MPHA's goal is to comply with all applicable laws, regulations and ordinances (laws). If any part of the Statement of Policies (SOP) including Appendices is not in compliance with applicable laws, the law will prevail over the SOP.
2. **NON- DISCRIMINATION STATEMENT:** MPHA will not discriminate against any applicant or Tenant because of race, color, creed, religion, national origin, ancestry, familial status, sex, sexual orientation, gender identity, status with regard to public assistance, veteran status, marital status, disability, age, political or other affiliation provided such persons are otherwise eligible for admission or continued occupancy. MPHA will not retaliate against a person who claims discrimination.
3. MPHA will comply with its Reasonable Accommodation Policy and applicable law and regulation regarding reasonable accommodations.
4. A person may file a complaint of discrimination with a) MPHA, 1001 Washington Avenue North, Minneapolis, MN 55401, Attention: Executive Director; b) the Minneapolis Civil Rights Department, Room 239 City Hall, 350 South Fifth Street Minneapolis, MN 55415; c) the Minnesota Department of Human Rights, 190 East 5th Street Suite 700 St. Paul, MN 55101; or d) the U.S. Department of Housing and Urban Development, Area office, 920 South Second Street, Suite 300 Minneapolis, MN 55401 or at the https://portal.hud.gov/hudportal/HUD?src=program_offices/fair_housing_equal_opp/online-complaint. The filing of a complaint with the MPHA does not prevent the subsequent filing of a complaint with another government agency.

PART I: DEFINITIONS

1. **ADJUSTED INCOME:** Annual Income less the following deductions, determined in accordance with HUD regulations (24 CFR §5.611):

- A. \$480 for each Dependent; (Refer to definition)
- B. \$400 for any Elderly or Disabled; (Refer to definition)

The sum of the following, to the extent the sum exceeds three percent of annual income:

Unreimbursed medical expenses of any elderly family or disabled family;
Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member of the family who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care of auxiliary apparatus; and

- D. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

2. **AFFILIATED INDIVIDUAL:** See definition in the Violence Against Women Act Policy.

3. **ALLOWANCES:** Amounts added to or deducted from the household's annual income in determining adjusted annual income.

4. **ANNUAL INCOME (24 CFR 5.609):**

Annual income means all amounts monetary or not, which:

- 1) Go to, or on behalf of the family head or spouse (even if temporarily absent) or any other family member; or
 - 2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - 3) Which are not specifically excluded in paragraph (c) of this section.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the MPHA believes that past income is the best available indicator of expected future income, the MPHA may annualize the income anticipated for a shorter period, subject to a reexamination at the end of the shorter period.

- B. Annual income includes but is not limited to:

The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided by the Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or invested in the operation by the Family.

- 3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph B 2 of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$50,000, Annual Income will include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current Passbook Savings Rate.
- 4) The full amount, before deductions, received from social security, annuities, periodic payments from insurance policies, retirement funds, pensions, periodic benefits or disability or death, and other similar types of period receipts, including a lump-sum payment for the delayed start of a periodic payment (except as provided in paragraph C. 13 below).
- 5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph C. 3 below).
- 6) Welfare assistance payments:

Any welfare benefits received by any family member

Imputed welfare income

- (1) For current Tenants (not applicants) a family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction due to a sanction for welfare fraud or non-compliance with economic self-sufficiency requirements, as specified in notice to the Minneapolis Public Housing Authority by the welfare agency) plus the total amount of other annual income.
- (2) At the request of the Minneapolis Public Housing Authority, the welfare agency will inform the Minneapolis Public Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Minneapolis Public Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Minneapolis Public Housing Authority will use this information to determine the amount of imputed welfare income for a family.

- (3) A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Minneapolis Public Housing Authority by the welfare agency).
- (4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- (5) The Minneapolis Public Housing Authority will not include imputed welfare income in annual income if the family was not an assisted Tenant at the time of the sanction.
- (6) If a Tenant is not satisfied that the Minneapolis Public Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Minneapolis Public Housing Authority denies the family's request to modify such amount, then the Minneapolis Public Housing Authority shall give the Tenant written notice of such denial, with a brief explanation of the basis for the Minneapolis Public Housing Authority's determination of the amount of imputed welfare income. The Minneapolis Public Housing Authority's notice shall also state that if the Tenant does not agree with the determination, the Tenant may grieve the decision in accordance with our grievance policy. Tenant may grieve the amount of imputed welfare income as provided by the lease and grievance procedure.

(7) Relations with welfare agencies;

The Minneapolis Public Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Minneapolis Public Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction if the reduction is due to welfare fraud or non-compliance with self-sufficiency requirements.

The Minneapolis Public Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Minneapolis Public Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and

procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Minneapolis Public Housing Authority shall rely on the welfare agency notice to the Minneapolis Public Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

- 7) Periodic and determinable allowances (income), such as alimony, child support payments received, and regular contributions or gifts including amounts received from any person not residing in the dwelling.
- 8) All regular pay, special payments and allowances (compensation) of a member of the Armed Forces (except as provided in paragraph C. 6 below).

C. Annual Income does not include the following:

Income from employment of children (including foster children) under the age of 18 years.

- 2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- 3) Lump-sum additions to Family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except as provided in B. 4 and B. 5 above)
- 4) Amounts received by the Family that are specifically for or in reimbursement of, the cost of medical expenses for any family member.
- 5) Income of a Live-in Aide; see definition.
- 6) The full amount of student financial assistance paid directly to the student or the educational institution.
- 7) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.
- 8) Amounts received:
 - a) under training programs funded by HUD.
 - b) by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - c) by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.

- d) under a Tenant service stipend. A Tenant service stipend is a modest amount (not to exceed \$200 per month) received by a Tenant for performing a service for the PHA on a part-time basis that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance and Tenant initiatives coordination and serving as a member of the PHA's governing board. No Tenant may receive more than one such stipend at the same time.
 - e) as incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as Tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period for which the family member actively participates in the program.
- 9) Temporary non-recurring or sporadic income including sporadic gifts.
 - 10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
 - 11) Earned income in excess of \$480 annually for each full-time student 18 years old or older (excluding the head of household and spouse).
 - 12) Adoption assistance payments in excess of \$480 per adopted child.
 - 13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
 - 14) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
 - 15) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
 - 16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. Excluded amounts include:
 - a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)).
 - b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 (g), 5058).
Examples of programs under this Act include but are not limited to:
—the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee

Service Program;

—National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

—Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a)).
- d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (24 U.S.C. 459(e)).
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
- f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (24 U.S.C. 1552(b)).
- g) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504); and
- h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission of the Court of Claims (24 U.S.C. 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior (24 U.S.C. 117); and

Amounts of scholarships funded under Title VI of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs Student Assistance programs, that are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (that are used to cover the cost of attendance at an educational institution). (20 U.S.C. 1067uu)

— Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- j) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 (F)).
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- k) Payments received on or after January 1, 1987 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the Re Agent Orange product liability litigation.
 - l) Payments received under the Maine Indian Claim Settlement Act of 1980.
 - m) The value of any childcare provided or arranged (or the amount received as payment for such care incurred for such care) under the Child Care and Development Block Grant Act of 1009 {42 U.S.C.32 (j)}.
 - n) Any earned income tax credit.
 - o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservations (Pub. L. 95-433)
 - p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d))
 - q) Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering spina bifida who is the child of a Vietnam veteran.
 - r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Crimes Victim Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602).
 - s) Allowances, earnings and payments to individuals participating in the programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- 17) The incremental earnings due to employment during a 24-month period following the date of the initial hire, the first 12 months will be a 100% disregard and the following 12 months will be a 50% disregard for families:
- a) Whose income increases as a result of employment of a family member who was previously unemployed for one or more years;
 - b) Whose income increases during participation of a family member in any economic self-sufficiency or other job training programs;
 - c) Who are or were, within the last 6 months, assisted under a State TANF or Welfare to Work program.

5. **APPLICANT:** The Applicant head of household and all the family members listed on the application
6. **ASSETS:** Where the Tenant Family has Net Family Assets in excess of \$50,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by MPHA. MPHA will obtain 3rd party verification of assets prior to admitting a family and for assets valued at more than \$50,000 during each re-examination. MPHA may accept the family's declaration of assets where the combined total is less than \$50,000. See NET FAMILY ASSETS.

7. **CHILD CARE EXPENSES:** Amounts anticipated being paid by Family for the care of children less than 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed, to further his or her education, to actively seek employment and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted will not exceed the amount of income received from such employment of the lowest paid adult family member.
8. **CEILING RENT:** MPHA does not have a ceiling rent. See Rent Computation and Security Deposit Policy.
9. **CITIZEN:** Citizen or National of the United States.
10. **CO-HEAD OF HOUSEHOLD:** An individual in the household who is equally responsible for the lease with the Head of Household, who signs the lease, and whose income and resources are available to meet the family's needs. Each lease may have only one Co-head of Household.
11. **COMMUNITY SERVICE:** The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance Tenant self-sufficiency, and/or increase the self-responsibility of the Tenant within the community in which he/she resides.
12. **COURT ORDERED FEES:** These Fees include any court damages, fees, costs, expenses, or other sums awarded to or ordered to MPHA from a Tenant, Applicant, or former Tenant. A Tenant, Applicant, or former Tenant's failure to pay these Fees is grounds to terminate the Lease or to deny admission.
13. **COVERED FAMILIES:** Families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local laws requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.
14. **DATING VIOLENCE:** See definition in the Violence Against Women Act Policy.
15. **DEPENDENT:** A member of the Tenant Family household (excluding foster children) other than the Family head or co-head, who is less than 18 years of age or is a Disabled Person or is a full-time Student.
16. **DISABILITY ASSISTANCE EXPENSES:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
17. **DISABLED FAMILY:** A family whose head, spouse or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
18. **DISABLED PERSON:** A person who:
 - A. Has a disability as defined in 42 U.S.C. 423

- B. Is determined, pursuant to HUD regulations to have a physical, mental, or emotional impairment that:
- Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently; and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001.
- For the purposes of qualifying for Public Housing, does not include a person whose disability is based solely on drug or alcohol dependence.

19. **DISALLOWANCE**: Exclusion from annual income.
20. **DISPLACED FAMILY**: Refer to definition of involuntary displacement
21. **DOMESTIC VIOLENCE**: See definition in the Violence Against Women Act Policy.
22. **DRUG FREE PUBLIC HOUSING ZONE**: Any public housing development administered by MPHA plus the area within 300 feet of the property's boundary, or one city block whichever distance is greater which shall be free of selling, possessing, or possessing with intent to sell any illegal controlled substance. Maximum sentencing penalties will be imposed by the courts for unlawful controlled substance crimes committed within this defined zone. (Minn. Stat. § 152.01, subd. 19; 152.01 *et seq* for crimes and penalties relating to public housing zones). MPHA has a "zero tolerance" for drug activity; the lease of any Tenant who possesses any amount of a controlled substance in MPHA property will be terminated. All Tenants are responsible for the conduct of the members of their household and/or guests. The lease of a Tenant will also be terminated if a guest or household member is found to possess any amount of a controlled substance on MPHA property.
23. **DRUG RELATED CRIMINAL ACTIVITY**: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance, regardless of arrest or conviction as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
24. **EARNED INCOME DISALLOWANCE**: See Annual Income C. 17.
25. **ECONOMIC SELF-SUFFICIENCY PROGRAM**: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, or apprenticeship.
26. **EFFECTIVE DATE**: The "effective" date of an examination or reexamination refers to (i) in the case of an examination for admission, the effective date of initial occupancy, and (ii) in the case of reexamination of an existing tenant, the effective date of the redetermination Total Tenant Payment (i.e., effective date of Rent change).
27. **ELDERLY DESIGNATED BUILDING**: Is a highrise building approved by HUD and designated by MPHA as an elderly designated building.

28. **ELDERLY FAMILY:** A family whose head or spouse/co-head or sole member is a person who is at least 62 years old. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
29. **ELDERLY PERSON:** A person who is at least 62 years of age.
30. **ELIGIBLE NONCITIZEN:**
- A. A noncitizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), special agricultural worker), who has been granted lawful temporary Tenant status);
 - B. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under section 249 of the INA (8 U.S.C. 1259);
 - C. A noncitizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
 - D. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status);
 - E. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or
 - F. A noncitizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).
 - G. A VAWA self-petitioner who is in "satisfactory immigration status" (i.e., immigration status does not make the individual ineligible for financial assistance) while applying for assistance or continued assistance.
31. **EMANCIPATED MINOR:** Person who is under 18 years of age and who is married, an active duty member of the U.S. armed forces or emancipated by court order.
32. **ESTABLISHED INCOME RANGE:** Between 85% and 115% (inclusive) of the MPHA-wide average tenant income for developments covered under the rule to Deconcentrate Poverty 24 C.F.R. part 903, or below 30% of the area median. See Waiting List Assignment Plan and Designation of Buildings.

33. **EXCESS MEDICAL EXPENSES:** Any medical expenses incurred by elderly families or families with Dependents only in excess of 3% of Annual Income which are not reimbursable from any other source.
34. **EXCESS UTILITIES:** In Highrise Building units, tenants using certain appliances such as a freezer or air conditioner, will be pay a charge for excess utility consumption. In Family Housing Units, Tenants will pay for excessive usage of water, gas and electric utilities. See Appendix for Monthly Allowed Utility Usage.
35. **EXTREMELY LOW-INCOME FAMILY:** A family whose income does not exceed the higher of 30 percent of area median as determined by HUD, with adjustments for family size or the Federal Poverty Level. HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
36. **FAMILY:** Includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.
37. **FAMILY HOUSING UNIT:** All units that are two bedroom or larger, except highrise two-bedroom units, including Glendale Townhome units, [public housing scattered site units, and Community Housing Resource \(CHR\) units](#). Family units are for adults with Dependents. For households who no longer have a Dependent, the remaining adults and residual family members may transfer to highrise units. If the household does not transfer in a timely manner, MPHA will terminate the lease.
38. **FAMILY SELF SUFFICIENCY (FSS) PROGRAM:** A self-sufficiency program established by the Minneapolis Public Housing Authority (MPHA) that offers incentives to promote economic self-sufficiency among motivated FSS public housing low rent Tenants via successful completion of their FSS Contract of Participation.
39. **FIXED INCOME:** Occurs when a tenant's only source of income is from social security retirement, social security disability, social security dependent benefits, Minnesota Supplemental Income (MSA) and/or other fixed income approved by MPHA.
40. **FLAT RENT:** A Rent amount the family may choose to pay in lieu of having their Rent determined under the income-based method. The Flat Rent is established by MPHA based on HUDs Fair Market Rents. Families selecting the Flat Rent option must have their income evaluated every three years, rather than annually. See Flat Rents Appendix. Flat Rents are offered at the annual reexamination of income and eligibility. Families who do not properly report their income will not be allowed to take advantage of Flat Rents.

41. **FORMAL REPAYMENT AGREEMENT:** An agreement signed between an applicant or tenant and MPHA in which the applicant or tenant agrees to pay in monthly installments, a sum owed to MPHA. The agreement shall not exceed 24 months without the written approval of the Managing Director of Low Income Public Housing.
42. **FOSTER CHILD OR CHILDREN:** A child or children raised by someone not their own mother or father, and for whom the tenant or applicant receives compensation. Legal documentation of placement with the MPHA family will be required.
43. **FULL-TIME STUDENT:** A person who is attending school or vocational training on a full-time basis. A Full-time Student who is the Head of Household may not live in other housing including a dorm room.
44. **GENERAL OCCUPANCY BUILDING:** Is a highrise building that is not an Elderly Designated Building.
45. **HANDICAPPED ASSISTANCE EXPENSES:** Refer to Definition for Disability Assistance Expenses.
46. **HANDICAPPED PERSON:** Refer to definition of Disabled Person.
47. **HATE CRIME:** The actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin, disability, sexual orientation, or familial status.
48. **HEAD OF HOUSEHOLD:** The Head of Household is the person who assumes legal responsibility for the Household; signs the lease and is listed on the application as Head. Each lease has only one Head of Household. The Head of Household must reside in the unit on a full-time basis and use the unit as their sole and principle residence.
49. **HIGHRISE BUILDING:** Is a Non-Family Housing Unit that has four or more stories.
50. **HUD:** The United States Department of Housing and Urban Development.
51. **HUD'S STATEWIDE CLEARINGHOUSE LIST:** A list of Tenants/participants who have left a PHA in the state of Minnesota owing money. HUD publishes the list on a semiannual basis.
52. **IMPUTED ASSET INCOME:** Value of an asset times the HUD passbook rate where the value of such assets is greater than \$50,000. If the imputed income is more than the actual income from assets, the imputed amount is used as income from assets in determining Rent.
53. **IMPUTED WELFARE INCOME:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for the family's welfare fraud or failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for the purposes of determining the rent.
54. **INCOME BASED RENT:** Rent amount based on the family's Annual income and Adjusted Income, as determined by the MPHA's SOP and procedures.
55. **INCOME TARGETING:** At least 40 percent of admissions to the public housing program in each fiscal year must be extremely low-income families.

56. INDIVIDUAL EXEMPT FROM COMMUNITY SERVICE:

A Family member who is 62 years of age or older.

A family member who is blind or disabled, as defined by Section 216 (i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i) (1); 1382c) and who certifies that because of this disability is unable to comply with requirements.

A Family member who is the primary care giver for someone who is blind or disabled as set forth in paragraph 2 above.

A family member who is engaged in work activity.

A family member who is exempt from having to engage in a work activity in a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any welfare program of the State, including State-administered welfare-to-work program; A family member who is receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act or under any welfare program of the State, including a State-administered welfare-to-work program, and is in compliance with that program.

57. INSPECTION: The review or examination of the Premises for any reason arising out of the Lease or SOP. At any time that MPHA is on the Premises for an Inspection MPHA may photograph the Premises to show damage to MPHA property, unsafe conditions, housekeeping issues or other lease violations.

58. INVOLUNTARY DISPLACEMENT:

An Applicant is or will be involuntarily displaced if the Applicant has vacated, or will have to vacate his/her housing unit as a result of one or more of the following actions:

- A. Displacement by Disaster: An applicant's unit is uninhabitable because of a disaster, such as a fire or flood.
- B. Government Action: Activity carried on by an agency of the United States or by any State or local government body or agency in connection with code enforcement or a public improvement or development program.
- C. Housing Owner's Action: Action by a housing owner forces the applicant to vacate its unit. An applicant does not qualify as involuntarily displaced because action by a housing owner forces the applicant to vacate its unit unless: 1) the applicant cannot control or prevent the owner's action; 2) occurs although the applicant met all imposed conditions of occupancy; and 3) the action taken by the owner is other than a rent increase.

The reasons for a tenant's involuntary displacement by owner action includes, but is not limited to the following: 1) conversion of the unit to non-rental/residential use; 2) closing of the unit for rehab or any other reason; 3) notice by owner to vacate a unit because the owner wants the unit for personal or family use or occupancy; 4) sale of the unit, in which an applicant resides under an agreement which requires the unit to be vacant when possession is transferred; 5) any other legally authorized act that results or will result in withdrawal of the unit from the rental market.

Such reasons do not include the vacating of a unit by a tenant as a result of actions taken by the owner because the tenant refuses: 1) to comply with HUD program policies and procedures for the occupancy and under-occupied or overcrowded units; or 2) to accept a transfer to another housing unit in accordance with a court decree or in accordance with policies and procedures under a HUD-approved desegregation plan.

When a Victim has vacated or will have to vacate their housing unit because of domestic violence, sexual assault, dating domestic violence or stalking against the Victim.

Displacement to avoid reprisals: An applicant family is involuntarily displaced if: 1) family members provided information on criminal activities to a law enforcement agency and 2) based on a threat assessment, the law enforcement agency recommends re-housing the family to avoid or minimize a risk of violence against family members as a reprisal for providing such information. MPHA will establish appropriate safeguards to conceal the identity of families requiring protection against such reprisals.

- F. Displacement by hate crimes (refer to definition): An applicant family is involuntarily displaced if: 1) one or more members of the applicant's family have been the victim of one or more hate crimes; and 2) the applicant has vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

MPHA must determine that the hate crime involved occurred recently or is of a continuing nature.

- G. Displacement by inaccessibility of unit: An applicant family is involuntarily displaced if: 1) a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and 2) the owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation
- H. Displacement because of HUD disposition of multifamily project includes: A displacement because of disposition of a multifamily rental housing project by HUD under Section 203 of the Housing and Community Development Amendments of 1978.

59. **LIVE-IN AIDE:** A person who resides with a Near Elderly, Elderly or Disabled person or persons and who MPHA determines to be essential to the care and well-being of the tenant(s), who can prove they have the skills necessary for the care of the Near elderly, Elderly or Disabled tenant and the sole purpose for living with the tenant family is to provide the necessary full time supportive services;

not obligated for support of the person(s); and

would not be living in the unit except to provide necessary full-time supportive services.

The Live-in Aide will not be added to the lease but must comply with the terms of the lease. The Live-in Aide has no residual tenancy rights to the unit; the Live-in Aide must vacate the unit with the Tenant Family. The Live-in Aide will vacate the unit when the Tenant Family no longer qualifies for a Live-in Aide. A Live-in Aide will be screened as any other applicant with the exception of economic criteria. The Live-in Aide must pass the screening. A Live-in Aide will be accommodated in the Tenant Families current unit. A health care provider must verify the need for a Live-in Aide. See

Reasonable Accommodation Policy. This verification will include the reason for the need, hours care is needed and the duration of the need. The Tenant Family must provide medical confirmation of the continued need for a Live-in Aide at the request of Management at any time.

60. **LANDLORD**: This term means either the owner of the property or his/her representative or the managing agency or his/her representative, as shall be designated by the owner.
61. **LEASE COMPLIANT**: (a & b of the definition of Lease Compliant does not apply to participation in a resident organization or committee.)
To be considered Lease Compliant a tenant must:
 - a) timely pay Rent and all other charges;
 - b) not be on a Formal Repayment Agreement or owe Retroactive Rent due to the fault of the tenant;
 - c) have no repeated or serious violations of the lease; and
 - d) have no valid eviction actions filed against them for any reason.
62. **LOW INCOME FAMILY**: A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than the 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.
63. **MEMBERS OF THE HOUSEHOLD**: Persons listed in the lease or subsequent lease addendum.
64. **MEDICAL EXPENSES**: Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses are allowed only for elderly, disabled, and handicapped households. The amount allowable as a deduction is the amount that exceeds 3 percent of Annual Income.
65. **METROPOLITAN HOUSING OPPORTUNITIES PROGRAM (MHOP)**: Privately owned units under MPHA's ACC located in the metropolitan area. These units are marketed to applicants from MPHA's 2-5-bedroom family public housing waiting list.
66. **MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP)**: Minnesota welfare reform program previously known as AFDC.
67. **MINIMUM RENT**: Is Rent not based upon income and is \$75 per month.
68. **MIXED FAMILY**: An Applicant or Tenant Family whose members include those with citizenship or eligible immigrations status, and those without citizenship or eligible immigrations status.
69. **MIXED POPULATION DEVELOPMENT**: Is defined in 24 C.F.R. § 960.102 (b), as amended or other applicable regulation. MPHA does not have any mixed population developments.
70. **MONTHLY ADJUSTED INCOME**: Monthly Adjusted Income is one-twelfth of Adjusted Annual Income.
71. **MONTHLY INCOME**: Monthly Income is one-twelfth of Annual Income.

72. **MONTHLY RENT:** The Rent amount the Family pays monthly as determined by MPHA. Monthly Rent may include Flat Rent, Income Based Rent, Minimum Rent and Retroactive Rent. If MPHA supplies all utilities (except telephone or cable TV) and other essential housing services are supplied by MPHA, Monthly Rent equals the Total Tenant Payment. If MPHA does not supply all utilities (except telephone or cable TV) and other essential housing service, and these costs are not included in the Monthly Rent amount, Monthly Rent Equals Total Tenant Payment less the Utility Allowance.
73. **MOVING TO WORK:** A demonstration program enacted by Congress in 1996 and offered to a limited number of public housing authorities that allows public housing authorities to design and test various approaches to administering housing assistance programs.
74. **MPHA:** The Minneapolis Public Housing Authority, which operates in and for the City of Minneapolis. It is authorized to engage in or assist in the development or operation of housing for low-income families.
75. **NATIONAL:** A person who owes permanent allegiance to the United States as a result of birth in a United States territory or possession.
76. **NEAR ELDERLY FAMILY:** A family whose head or spouse/co-head (or sole member) is at least 50 years of age and below the age of 62.
77. **NET FAMILY ASSETS:** Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income. The value of a burial trust will not be included in Net Family Assets. In determining Net Family Assets, MPHA shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.
78. **NONCITIZEN:** A person who is neither a citizen nor national of the United States.
79. **NON-SMOKING PROPERTIES:** Smoking is prohibited at all public housing, in all indoor areas which include but are not limited to apartments, shared areas, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms and all outdoor areas including building grounds, lot except where there is a designated area. For Family Housing Units, smoking is prohibited in all indoor areas and within 25 feet of the structure, unless the property line is less than 25 feet from the structure, smoking is permitted at the property line. See No Smoking Policy.

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80. **NOTICE**: This term applies specifically to Section 4.D of the Lease, which refers to the first time that the tenant is given written Notice of a charge, penalty or assessment (charge). Notwithstanding any other provision in the Lease or SOP to the contrary, reminders, monthly rent statements lease terminations letters, or any other document referencing the charge does not create another opportunity to request a grievance hearing to contest the amount of the original charge. See Grievance Procedures.
81. **OCCUPANCY STANDARDS**: The standards that MPHA has established for determining the appropriate number of bedrooms needed to house families of different sizes or compositions.
82. **OVER HOUSED**: When the number of Members of the Household is less than the Occupancy Limit.
83. **OVER INCOME**: A Tenant Family is Over Income if their Annual Income exceeds 80% of the area median income as published by HUD. See Occupancy Standards and Lease Add Ons.
84. **PARTICIPANT**: A family or individual that is assisted by the MPHA.
85. **PASSBOOK SAVINGS RATE**: The rate used to calculate income from assets when the asset is over \$50,000 in value. This rate is reviewed annually and will not vary more than .75 from the national rate.
86. **PREVIOUSLY UNEMPLOYED**: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
87. **PROFIT MAKING ACTIVITIES IN A DWELLING UNIT**: With prior written MPHA approval, profit-making activities may be allowed provided that no additional space or parking is required for this purpose. No modifications can be made to the unit for such activities and the Tenant must provide proper insurance.
88. **PUBLIC ASSISTANCE**: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly by Federal, State, or local governments.
89. **RENT**: Includes Flat Rent, Income Based Rent, Minimum Rent, Monthly Rent, Retroactive Rent and any Rent owing on a Formal Repayment Agreement.
90. **RETROACTIVE RENT**: When a tenant is charged less Rent than what should have been charged due to circumstances where the tenant is in whole or in part at fault and may be because a reexamination of income was not completed by the effective date. Retroactive Rent is Rent and may be referred to as Retro Rent. Retroactive Rent is due and collectable 30 days after MPHA gives written notice to the Tenant of the amount of Retroactive Rent owed.
91. **SELF-SUFFICIENCY INCENTIVES**:
The incremental earnings due to employment during a 24-month period following the date of the initial hire, for families:
Whose income increases as a result of employment of a family member who was previously unemployed for one or more years;

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Whose income increases during participation of a family member in any economic self-sufficiency or other job training program;
Who are or were, within the last 6 months, assisted under a State TANF or Welfare to Work program.

B. Reduction of gross employment income of 15%.

92. **SEPARATION OF HOUSEHOLD:** A separation of household is when MPHA agrees to provide a unit to an adult(s) who has requested to be separated from their current household. A separation of household may also occur when the household does not meet Occupancy limits. Those making separation of household requests must meet all MPHA eligibility and occupancy transfer requirements as well as being Lease Compliant, excluding exceptions for VAWA. See MPHA's Occupancy Standards and Lease Add On; Tenant Transfer.
93. **SERVICE-PERSONNEL:** Persons in military or naval forces of the United States who served therein during World War II, or who have had active service therein on and after June 27, 1950, and prior to the final cessation of hostilities as proclaimed by proper federal authority.
94. **SEXUAL ASSAULT:** See definition in Violence Against Women Act Policy.
95. **SINGLE PERSON:** A person living alone or intending to live alone and who does not qualify as an Elderly Family, Disabled Family or as the remaining member of a tenant family.
96. **SINGLE ROOM OCCUPANCY (SRO):** A unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities and which is suitable for occupancy by a single individual.
97. **SMOKE FREE PROPERTY:** Smoking is prohibited on the entire property including but are not limited to all indoor and outdoor areas, apartments, all shared areas, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms, building grounds and the parking lot.
98. **SPECIAL HOUSING PROGRAM:** A Special Housing Program is for Applicants and Tenants who are eligible for the housing or supportive services listed in Appendix E or other programs approved by MPHA in writing.
99. **SPECIFIED WELFARE BENEFIT REDUCTION:**
 - A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
 - B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - because a family member has not complied with other welfare agency requirements.

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100. **SPOUSE:** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to legally divorce in order to dissolve the relationship or a domestic partnership as defined by the City of Minneapolis.

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101. **STALKING:** See definition in Violence Against Women Act Policy.

102. **SUBSTANDARD HOUSING:**

- A. A housing unit is substandard if it:
 - 1) Is dilapidated;
 - 2) Does not have operable indoor plumbing;
 - 3) Does not have a useable, flush toilet inside the unit for the exclusive use of the family;
 - 4) Does not have a useable bathtub or shower inside the unit for the exclusive use of the family;
 - 5) Does not have electricity or has unsafe or inadequate electrical service;
 - 6) Does not have a safe or adequate source of heat;
 - 7) Should, but does not, have a kitchen, or;
 - 8) Has been declared unfit for human habitation by an agency or unit of government.
- B. A housing unit is dilapidated if: 1) the unit does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family; or 2) the unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair, or rebuilding. The defects may involve original construction or may result from continued neglect or lack of repair or from serious damage to the structure.
- C. Status of SRO housing: In determining whether an individual living in single room occupancy (SRO) housing qualifies for Preference, SRO housing is not considered substandard solely because the unit does not contain sanitary or food preparation facilities.
- D. A homeless family includes any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and also 2) has a primary nighttime residence that is: a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing; b) an institution providing temporary residence for persons intended to be institutionalized; c) a public or private place not designed for or intended for use as sleeping accommodations for human beings; d) a place where the number of people occupying the unit grossly exceeds reasonable standards, three or more people per bedroom.

A "homeless family" does not include individuals imprisoned or detained by an Act of the Congress or a State law.

103. **TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

104. **TEMPORARY EARNED INCOME:** Income from a Temporary Employment Agency or of limited term employment will be annualized.
105. **TEMPORARY CHANGE OF INCOME:** A change in income that will not be longer than 30 days duration and is nonrecurring.
106. **TENANT:** Person listed as the Head of Household or Co-Head of Household. The Head and Co-Head of Household are only a Tenant at the building where they reside.
107. **TENANT FAMILY:** Head(s) of household and the Members of Household (see definition). The Tenant Family is only a Tenant at the building where they reside.
108. **TOTAL TENANT PAYMENT:** The monthly amount calculated under 24 CFR § 5.628. Total Tenant Payment (TTP) does not include charges for excess utility consumption or other miscellaneous charges as defined in VII Rent Computation and Security Deposit.
109. **UNDER HOUSED:** When the number of Members of the Household is greater than the Occupancy Limit. See Occupancy Standards and Lease Add Ons.
110. **UNIT or DWELLING UNIT:** Living unit and any area assigned for the Tenant's exclusive use.
111. **UTILITY ALLOWANCE:** If the cost of utilities (except telephone and cable TV) for a public housing unit is not included in the Monthly Rent, e.g. Rent to Own Units and is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by MPHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by energy conscious household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment, is deducted from the Total Tenant Payment.
112. **UTILITY ALLOWANCE REIMBURSEMENT:** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. The Utility Reimbursement is paid by MPHA to the tenant, or to the utility company.
113. **VERY LOW-INCOME FAMILY:** A family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for an area of unusually high or low family incomes.
114. **VETERAN:** A citizen of the United States or a resident alien: 1) who separated under honorable conditions from any branch of the armed forces of the United States after serving active duty for 181 consecutive days or by reason of disability incurred while serving on active duty; 2) who has met the minimum active duty requirement as defined by 38 C.F.R. § 3.12; or 3) who has active military service certified under section 401, Public Law 95-202. The United States secretary of defense must certify the active military service and issue a discharge under honorable conditions. Veteran does not include veteran's spouse or co-head if the veteran is not a current member of the household.
115. **VIOLENCE AGAINST WOMEN ACT (VAWA):** A federal law enacted on March 7, 2013 which amended the federal housing statutes to protect victims of dating violence, domestic violence, sexual assault

and stalking. Under the law, an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking is not a serious or repeated violation of the lease by the victim and is not good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant. See MPHA's VAWA Policy.

116. **WELFARE ASSISTANCE:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments. (See Public Assistance.)

PART II: REQUIREMENTS FOR ADMISSION

MPHA will maintain records regarding each applicant that indicate: the date and time of receipt of the application; MPHA's determination as to eligibility or non-eligibility of the applicant; the appropriate unit size, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

2. **ELIGIBILITY:** It is MPHA's policy to admit only eligible and qualified applicants.

Admissions follow requirements under federal law and MPHA's Moving to Work Agreement. Across all MPHA programs, MPHA must assist only Low-Income Families (as defined in Part I, as are subsequent terms in this section). At least 75 percent of families MPHA assists must be Very Low-Income Families. In the Low-Income Public Housing program, MPHA may admit only Low-Income Families, and at least 40 percent of families admitted must be Extremely Low-Income Families.

"Eligibility" is a defined term under the Housing Act of 1937. Being eligible, however, is not entitlement to housing. In addition, every applicant must meet MPHA's Tenant Selection Criteria, established in accordance with 24 C.F.R. Part 960.

An eligible Applicant Family shall:

qualify as a "Family" as defined in Part I; the Head of Household must be at least 18 years of age or be an emancipated minor.

have Annual Income as defined in Part I at or below program guidelines listed in Appendix A;

Documentation of a valid Social Security Number (SSN) for each household member, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing public housing tenants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed a SSN.

MPHA will accept the following documentation as acceptable evidence of the SSN:

An original SSN card issued by the Social Security Administration (SSA);

An original SSA-issued document which contains the name and SSN of the individual; or

An original document issued by a federal, state or local government agency which contains the name and SSN of the individual.

MPHA may reject documentation of a SSN if the document is not an original document or if the original document has been altered, mutilated, is illegible or appears to be forged. MPHA may grant a 90-day extension to provide proper verification. MPHA may grant an additional 90-day extension if the applicant's failure to provide proper documentation was outside the individual's control and due to unforeseen circumstances.

be a U.S. Citizen or National or have eligible noncitizen status as defined in Part I and provide a completed and signed 214 Status for each applicant family member or VAWA self-petition (INS Form I-360 or I-130) or INS Form 797; or be a Mixed Family.

3. MPHA requires:
 - that each applicant family member who is 18 years or older sign consent authorization documents and release of information forms; and

that each applicant family member who is 18 years or older must provide a State or U.S. government issued picture ID that includes the date of birth, or another acceptable picture ID with a birth certificate at the time of initial interview.

for each applicant family member under 18 provide:

A birth certificate indicating that the minor is a biological child of the Head of Household;

Legal proof of adoption;

A court order;

A delegation of powers under Minn. Stat. 524.5-211;

Written permission of the parent or other person having custody of the child; or

If none of the above are available, reliable, accurate and objective third-party verification of custody.

D. the Applicant must produce evidence that all minors and adults will be permanently using the unit as their sole and principal place of residence. Such evidence may be a marriage certificate, domestic partner registration, birth certificate, legal proof of adoption, a court order, school, work, a delegation of powers under Minn. Stat. 524.5-211, written permission of the parent or other person having custody of the child, or other records verifying the address of the person, or other reliable, accurate and objective third-party verification,

4. **TENANT SELECTION CRITERIA:** MPHA will screen all applicants in accordance with 24 C.F.R. Part 960), Appendix H, Applicant Screening Criteria Guidelines (relating to applicants with criminal histories) and sound management practices.

MPHA will consider information reasonably related to assessing the conduct of the applicant and all family members on the application, in present and prior housing. The conduct shall indicate a reasonable probability that the applicant and family members will comply with MPHA's lease, with or without a reasonable accommodation.

Presumptive Eligibility: For Applicants who are eligible and approved for an Assisted Living or a Housing with Services program. MPHA will verify income and screen in accordance with the all criminal history procedures.

Prior to admission, MPHA will verify and document whether the applicant family is not likely to:

Interfere with other Tenants, neighbors or MPHA staff in such a manner which may adversely affect their peaceful enjoyment of the premises, or their health, safety, or welfare;

Adversely affect the physical environment or financial stability of the project;

Violate the terms and conditions of the lease; or

Require services resulting in an alteration to the fundamental nature of MPHA's program.

D. MPHA may immediately deny admission to the Applicant Family for any of the conduct listed below. If a hearing panel or officer overturns MPHA's decision to deny admission and MPHA has not completed the selection process, MPHA will continue the selection process. MPHA will base a subsequent denial of admission solely upon any new unfavorable information.

Failure to pay financial obligations, especially Rent and utilities;

Disturbance of neighbors, destruction of property, living habits, or housekeeping habits at prior residences, that may adversely affect the health, safety or welfare of other tenants, neighbors or MPHA staff;

Involvement in any criminal activity, other activity or a history of criminal acts including drug-related criminal activity, pursuant to Appendix H, Applicant Screening Criteria Guidelines;

Illegal use or pattern of use of a drug or controlled substance, and abuse or pattern of abuse of alcohol which MPHA determines may interfere with the health, safety or the right to peaceful enjoyment of the premises by other Tenants, neighbors or MPHA staff;

Current or past involvement in drug-related criminal activity, pursuant to Appendix H, Applicant Screening Criteria Guidelines. MPHA is a Drug Free Zone. Refer to definition in Part I;

6) Fraud in connection with any Federal housing assistance program;

Eviction, lease termination or a vacate after the service of an eviction or a lease termination from housing or termination from residential programs for the last three years from the date that MPHA conducts the initial screening interview to process the application and throughout the application process. For the purposes of this section, an eviction will be considered if it results in a judgment against the applicant. MPHA may consider the date and circumstances;

Evicted from a 1937 Housing Act Program because of a drug-related criminal activity are ineligible for admission to public housing for a three-year period from the date of eviction.

Eviction, lease termination or a vacate after the service of an eviction or a lease termination from assisted housing for any drug related criminal activity for the last three years from the date that MPHA conducts the initial screening interview to process the application and throughout the processing period. For the purposes of this section, an eviction will be considered if it results in a judgment against the applicant.

Any material misrepresentation relevant to the application process discovered at any time prior to signing the lease;

Failure to cooperate with MPHA in completing the application process;

Failure to provide written, accurate, current, objective and verifiable information regarding income, assets, family composition, childcare, alcohol abuse, illegal drug use or criminal activity;

Failure to supply requested documents or fingerprints as required by the application process;

Any conviction for manufacturing or producing methamphetamine (speed); is cause for a lifetime denial and will not be eligible for an Informal Hearing;

Lifetime registration under a state sex offender registration program is be cause for a lifetime denial and will not be eligible for an Informal Hearing;

Threatening, abusive or violent conduct towards an MPHA employee, applicant or Tenant;

Currently or previously being trespassed from any MPHA property for the last three years;

Inability to have gas and/or electric service connected in the name of the applicant head of household for MPHA units with tenant paid utilities.

Having an active bench warrant.

Except for #13 and #14, an arrest or conviction is not required.

E. Other reasons to deny admission or qualifications for admission include:

Former MPHA tenants whose lease was terminated or who vacated after the service of a lease termination, for any reason by MPHA shall establish for at least five years from the date of the move out that the applicant was not involved in any activity that was a factor or reason for the lease termination.

All applicants shall provide at least 24 months of their most recent consecutive residential history. Residential history may include but is not limited to: independent living; rental or ownership; shared residency; institutionalization group living; emergency shelters; transitional housing; and living with a guardian.

MPHA may waive this requirement #2 if the applicant shows that the failure to provide such history is through no fault of the applicant. If MPHA waives this requirement, the applicant must provide two professional reference letters. MPHA will evaluate the veracity and credibility of the reference letters by considering any relevant factor including but not limited to the type of contact between the applicant and letter author, the duration of the contact, whether the contact is related to ability to comply with the lease, and whether the letter is a form letter.

Applicant owes MPHA money, except upon documentation that the debt is barred by the applicable statute of limitations or was previously discharged in bankruptcy.

MPHA will screen for criminal history and fingerprint all applicants electronically. Before making a decision regarding admission, MPHA will provide a copy of the criminal records to the applicant. The applicant will have an opportunity to contest the accuracy and relevance of the records, before MPHA makes a decision, as discussed in Appendix for Applicant Screening Criteria Guidelines.

Deleted: Applicants whose initial NCIC report indicates a criminal history shall be fingerprinted by MPHA.

Except as allowed by MPHA's VAWA Policy and F. below, applicants may not remove a member of the household from the application solely to avoid the denial of the application. See MPHA VAWA Policy.

If MPHA has denied admission to an applicant, the applicant may not re-apply for six months from the date of the denial letter.

If a Tenant Family vacates a unit after MPHA informs the Tenant of a pending lease termination or eviction, or is evicted, the Tenant Family may not re-apply for three years from the eviction or vacate date. For the purposes of this section, an eviction will only be considered if it resulted in judgment against the applicant.

F. In the event of the receipt of unfavorable information with respect to an applicant, including any evidence of illegal drug use, MPHA will consider the nature, severity and recency of the applicant's conduct and may consider factors which might indicate a reasonable probability of favorable future conduct or financial prospects, such as:

Written documentation of the successful completion of a drug or alcohol rehabilitation program and six months of successful residential history after rehabilitation.

Objective, written and verifiable evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling services and the availability of such services.

Objective, written and verifiable evidence of successful modification of previous disqualifying behavior.

- 4) Objective, written and verifiable evidence that unfavorable information regarding non-payment of Rent was based on Rent above 30% of the family's income. Objective, written and verifiable evidence that a person who has involved in disqualifying conduct has not been a member of the household for a reasonable amount of time and the family agrees to trespass that person and enforce the trespass.

5. **QUALIFIED AND UNQUALIFIED APPLICANTS**

- A. MPHA will analyze the verified information provided under Part III and determine the following:

Eligibility of the applicant as a family;

Eligibility of the applicant with respect to income limits for admission;

Eligibility of the applicant and family members who are at least six years of age with respect to documenting Social Security Numbers;

Qualification of the applicant with respect to the Tenant Selection Criteria located in Requirements for Admission; and

Eligibility as a U.S. Citizen or having eligible non-citizen status, including mixed family status

- B. MPHA shall promptly notify applicants, who are eligible and qualify under the Tenant Selection Criteria and give an estimate of time as to when a unit may be offered.
- C. MPHA shall promptly notify applicants who are ineligible and/or unqualified in writing of the basis for the determination.

Applicants who are unqualified because they do not meet the screening criteria will have an opportunity to request an informal hearing before a Hearing Panel to contest the denial determination. The applicant must submit a written request for an informal hearing within 10 working days of the date of the denial letter. The applicant should address the request to the Leasing, Occupancy and Compliance Office of MPHA at 1001 Washington Ave N; Attention: Manager of Leasing, Occupancy and Compliance. If the applicant does not timely request a hearing, the applicant waives the right to an informal hearing and may waive the right to further judicial review.

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- D. **INFORMAL HEARING:** An applicant who was denied housing may ask for an informal hearing. A hearing panel of two MPHA Tenants and an uninvolved staff member will conduct the hearing.

- 2) The applicant has a right to:
 - a) have counsel or another representative at applicant's expense;
 - b) give evidence and oral argument;
 - c) refute MPHA evidence;
 - d) question witnesses; and
 - e) the opportunity to look at MPHA's applicant file or other documents that MPHA may rely upon and request a copy of these documents at their expense.
- 3) The panel will decide the case solely on the facts presented at the hearing.

MPHA will notify the applicant within ten working days of the hearing panel's decision.

- 5) If the applicant does not attend the scheduled hearing, the hearing panel may decide that the applicant has waived the right to a hearing.
- 6) The MPHA is not bound by a hearing decision that is contrary to HUD regulations or requirements or is contrary to federal, state or local law, ordinance or the requirements of the annual contributions contract between HUD and MPHA. In such cases, MPHA's Board of Commissioners will review the matter within the next two Board Meetings. MPHA will notify the applicant of the date of the Board review and will send the Board decision to the applicant within ten days of the date of the review.
- 7) If the applicant does not like the hearing panel or Board of Commissioners' decision, applicant may ask for judicial review as the law provides.

If an applicant presents a request for reasonable accommodation at the informal hearing, the hearing will be rescheduled until MPHA responds to the request. Please refer to the Reasonable Accommodation Policy.

If an applicant presents a request for VAWA at the informal hearing, the hearing will be rescheduled until MPHA responds to the request. Please refer to the Violence Against Women Act Policy.

As provided by the Applicant Hearing Rules either party may make an audio recording of the hearing. A video recording is not permitted.

6. **LANGUAGE SERVICES:** MPHA will comply with its Limited English Proficiency Policy in providing language services to applicants. Please refer to the LEP plan.

PART III: VERIFICATIONS

1. The Head of Household of the family, Co-head of Household of the family, and any additional adult members of the family, will sign a completed application. MPHA will review the application to determine: 1) eligibility and qualification; 2) Rent; 3) size of dwelling unit; and 4) preference factors. At MPHA's request, applicants shall provide written, objective and verifiable proof of any of statements. MPHA will require third party verification of changes in family composition.

The Family Head and other adult family members shall sign a HUD approved release and consent form authorizing any depository, private source of income or any government entity to furnish or release requested information to MPHA and HUD. Any adult member of a household who claims no income, is federally employed or receives income through self-employment, including but not limited to taxi cab drivers, interpreters and tutors shall provide accurate and complete copies of federal and state income tax forms and shall sign a release for MPHA to receive a copy of federal and state tax forms.

3. All adult members of the household and applicant family must sign appropriate releases at the application interview. MPHA may deny admission if the adult members do not sign the releases. The releases will include the purpose of the inquiry and the release statement.

4. MPHA will verify all income, assets, and each applicable deduction, allowance or exemption at the time of admission and at each subsequent reexamination. MPHA will verify income by using the

- 1) Enterprise Income Verification System

If the Applicant or Tenant disputes the information, or if the Income Report does not contain any employment and income information, MPHA will attempt the next lower level verification technique, as noted in the below:

- 2) Third Party Written, including Applicant or Tenant provided Third Party Written
- 3) Third Party Written Form
- 4) Third Party Oral
- 5) Self-Certification Documents

Third party written includes documents received from the Tenant Family originated by a third party, and may include benefit checks, employment checks stubs, income tax returns, benefit award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States Savings Bond redemption values, or other relevant documents. MPHA staff will allow two weeks for receipt of a third party written verification forms and will attempt a third-party oral verification before accepting self-certification documents. Self-certification documents a written statement from the Applicant or tenant regarding income or the value of assets. For asset income verification MPHA will only seek third party verification when the total value of all assets is over \$50,000. MPHA may review documents to determine asset values.

5. Sources of information may include, but are not limited to, the applicant landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments or others depending upon the circumstances.
6. Applicants who claim a disability status, as defined in Section 223 of the Social Security Act section 102 (7) or the Developmental Disabilities Assistance and Bill of Rights Act, but do not receive Social

Security benefits, a qualified medical practitioner will provide a medical certification of disability. The receipt of veterans' benefits for disability does not establish disability status for allowable deductions.

7. MPHA will also verify and document in the applicant or tenant file:
Age of family members, or student status when necessary to support claimed deductions.
Preference status.
Non-economic selection criteria. (See Requirements for Admission Policy).
8. MPHA must receive all verifications no more than 90 days prior to the initial lease date and reexamination effective date to ensure that current and accurate data are being used in calculating Rents, eligibility and qualification.
9. MPHA will verify all changes reported in income, which affect Rent between admission and reexamination as provided in 4, 5, 6 & 7 above.
10. When an applicant or tenant reports annual income that appears to be less than adequate for the family's needs, or less than the amount of income benefits that the family appears to be eligible for such as MFIP, TANF, welfare, unemployment compensation, child support, MPHA will verify the absence of the income.
11. An applicant or tenant's failure to provide written, accurate, current, objective and verifiable information regarding income, assets, family composition, childcare, alcohol abuse, illegal drug use or criminal activity is grounds for denial of admission or termination of the MPHA lease.

PART IV: PREFERENCES

1. MPHA has adopted preferences, which apply to applicants who are otherwise eligible for admission at the time they are applying for assistance. All applicants will be notified by MPHA regarding the tenant selection preferences and given an opportunity to show that they qualify. MPHA will not place any family on the waiting list that does not have a preference. Family applications will be processed based on date and time of the application and not the number of preference points. Highrise applications will be processed based on the date and time of the application and the number of preference points. MPHA reserves the right to limit the number of Applicants placed on the waiting list based on preference points and sound management practices.

2. **HIGHRISE UNIT PREFERENCES:** a Highrise Applicant head of household may qualify for one of the following preferences:

The Applicant is Elderly or at least 62 years old (40 points);

The Applicant is Near Elderly or between ages of 50 and 61 years old (35 points);

The Applicant is disabled (30 points);

The applicant head of household has been involuntarily displaced or is living in substandard housing or any member of the applicant family is a VAWA victim who has been involuntarily displaced. (5 points);

The applicant is actively participating in an Economic Self-Sufficiency Program (5 points);

The applicant is a U.S. Veteran as defined in Part I (5 points).

3. **FAMILY HOUSING UNIT PREFERENCES:** Applicants for a Family Housing Unit must have one of the preferences listed below to be placed on the waiting list:

The applicant head of household has been involuntarily displaced or is living in substandard housing or any member of the applicant family is a VAWA victim who has been involuntarily displaced;

The applicant is paying more than 50% of their income towards Rent and utilities,

The applicant is actively participating in an Economic Self-Sufficiency Program; or

The applicant is a U.S. Veteran as defined in Part I.

4. MPHA will verify preferences during the application process. Once MPHA has verified an applicant's qualification for a preference, MPHA will not require the applicant to provide information to verify such qualification again unless:
 - A. MPHA determines re-verification is desirable because six months has passed since verification; or;
 - B. MPHA has reasonable grounds to believe that the applicant no longer qualifies for a preference.
5. MPHA will not deny a preference to an applicant for which the applicant qualifies, because the applicant is residing in assisted housing. MPHA will consider the actual condition of the housing unit and the possibility of involuntary displacement resulting from domestic violence.

6. If MPHA filed an eviction or terminated a lease of any member of the applicant family for any reason, the applicant or applicant family does not qualify for the 4.A. preference above.
7. If any member of the applicant family is a person who was evicted during the last three (3) years because of drug-related criminal activity from a housing assisted program under a 1937 Housing Act Program, MPHA will not give a preference to that applicant or applicant family.
8. If MPHA determines that an applicant does not qualify for a preference claimed, MPHA will give the applicant notice of that determination and the reasons for the determination. If the tenant was placed on the waiting list based on having a preference, and MPHA determines at the time of initial interview that they do not, MPHA will withdraw the application.
9. Notwithstanding any other provision to the contrary MPHA may house up to 300 households per year, who are otherwise qualified and eligible, in the general occupancy buildings based solely upon date and time of the application.
10. Notwithstanding any other provision to the contrary, MPHA will process the application of persons who are otherwise qualified and eligible and will accept a general occupancy studio apartment or a unit in a general occupancy building with an occupancy rate less than 97% based solely upon the date and time of the application. Approved applicants who do not accept such a unit will be withdrawn.

Applicants who are housed based under this paragraph may not request a transfer for 3 years, except when:

- A. a change in circumstances occurs after the tenancy and the change did not exist in any form prior to the tenancy and;
 - B. MPHA determines that the tenant is not attempting to circumvent preferences or the wait list.
11. Notwithstanding any other provision to the contrary MPHA may accept applications and house MPHA staff who have passed the prescribed probationary period and are otherwise qualified and eligible without regard to preference. To apply for a Family Housing Unit staff must have dependents.
 12. Notwithstanding any other provision to the contrary MPHA may accept applications and house families who are otherwise qualified and eligible for a Special Housing Program, without regard to preference. MPHA will offer one unit in the designated Special Housing Program locale. If MPHA determines that the tenant has gained admission or remained in occupancy because of the tenant's misrepresentation of the need for or intent to participate in a Special Housing Program, MPHA may terminate the lease.
 13. An applicant head of household who is displaced due to a federally declared disaster or a local disaster, as determined by the Executive Director, will have a disaster preference. MPHA will offer one unit to an applicant who is approved for public housing. If the applicant rejects the offer, MPHA will put the applicant on an open wait list without the disaster preference or deny admission if the wait list is closed.

In both instances, the MPHA Executive Director will declare the disaster preference to be in effect and the length of time that the preference will be available to displaced applicants.

14. Notwithstanding any provision to the contrary, MPHA will house applicants needing the amenities of an accessible unit in a vacant ready accessible unit without regard to preference, who is otherwise qualified and eligible.

PART V: WAITING LIST ASSIGNMENT PLAN AND DESIGNATION OF BUILDINGS

1. TAKING APPLICATIONS:

MPHA at its discretion will determine when and where to accept applications. When opening the waiting list after being closed for a period of time, MPHA will advertise the specifics of how to apply. MPHA may accept applications, when the waiting list is closed, for special programs including but not limited to elderly designation, assisted living, the brain injured, and epilepsy programs for the highest preference categories, MPHA eligible staff and NAZ families.

2. WAITING LISTS:

- A. MPHA will assign each applicant to an appropriate applicant waiting list, based on date and time of application, area choice and applicable preferences as outlined in the Occupancy Standards and Lease Add-Ons Policy.
- B. MPHA maintains three separate waiting lists.
 - 1) A highrise waiting list is for elderly and near-elderly applicants are eligible for admission to an elderly designated building. MPHA will offer units in 4 areas of choice. Applicants may choose up to four areas. The areas are: North, Northeast, South and Southwest. A list of units in each area is available on MPHA's website (www.mplspha.org) or upon request. Offers will be made based on available units, see below.
 - 2) A highrise waiting list is for all applicants eligible for admission to a highrise General Occupancy building. MPHA will offer units in 4 areas of choice. Applicants may choose up to four areas. The areas are: North, Northeast, South and Southwest. A list of units in each area is available on MPHA's website(www.mplspha.org) or upon request. Offers will be made based on available units, see below.
 - 3) A family waiting list is for applicants with Dependents who are eligible for a Family Housing Unit. The family waiting list is organized by bedroom size.

C. MPHA will withdraw an applicant from the waiting list when:

the applicant requests withdrawal, except after the applicant has been notified of the denial of their application;

the applicant fails to advise MPHA of their continued interest during a waiting list update;

MPHA has not received a timely response after one MPHA documented inquiry;

mail properly addressed to the applicant's last known address is returned to MPHA; or

the applicant fails to timely provide or sign requested documents or to attend scheduled meetings.

An applicant who is withdrawn from the waiting list is not entitled to a grievance but may request reinstatement for up to one year after the first withdrawal.

MPHA will not reinstate any applicant on the waiting list who was withdrawn twice or who was withdrawn for a period of one year.

3. **INCOME TARGETING:** At least 40 percent of families admitted to MPHA's public housing units will be extremely low-income families.
4. **DECONCENTRATION OF POVERTY UNIT OFFERING:**
 - A. MPHA will strive to house higher income families in lower income communities and lower income families in higher income communities as required by 24 C.F.R. § 903.
 - B. The elderly designated buildings, Family Housing Units, handicapped accessible units and special or assisted living program units or applicants for the programs in general occupancy buildings are exempt from the deconcentration plan.
 - C. MPHA buildings or units which are not exempt are divided into three groups based on the average tenant income. The Established Income Ranges for the three groups are:
 - 1) where the average is above 115% of the MPHA area-wide average tenant income.
 - 2) where the average is between 85% and 115% of the MPHA area-wide average tenant income or below 30% of the area median.
 - 3) where the average is below 85% of the MPHA area-wide average tenant income. Where applicable in Family Housing Units, the average tenant income will be measured based on bedroom size.
5. **UNIT OFFERING POLICY:**
 - A. In offering a unit to an approved applicant MPHA may consider the size of the family, vacancies, the scarcity of units for large families, preferences, factors such as acceptance into a program listed in Appendix E and the date and time of the application.
 - B. If the applicant is unable to see the unit within the prescribed time period, the Manager or Supervisor of Leasing, Occupancy and Compliance may grant additional time based upon reasonable cause. After seeing an offered unit, the applicant must notify MPHA of the acceptance or rejection of the unit no later than the second working day. If the applicant does not notify MPHA of a decision to reject or to accept the unit by the second working day, MPHA will deem the offer rejected.
 - C. Family Housing Units:
 - 1) The Executive Director in writing may suspend the Family Unit Offering Policy when the occupancy rate is less than 97% for Family Housing Units.
 - 2) MPHA will offer Family Housing Units based on vacate date and the applicant's suitability for the unit. The unit with the oldest vacate date is offered first.
 - 3) MPHA will offer a unit to an applicant for a Family Housing Unit. If the applicant declines the unit, the applicant will be offered a second unit. If the applicant declines the second unit the Applicant's name will be removed from the waiting list.
 - 4) MPHA may offer an additional unit to an applicant family who has declined two units when the applicant makes a request in writing for an additional offer, within 5 working days of the showing, based solely upon the following reasons.:

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The first offered unit is not accessible to the applicant's employment or job training site;

The first offered unit is not accessible to their daycare or special education facility for their child;

The first offered unit is not accessible to the medical or other support service necessary to the applicant's ability to be lease compliant, where such support service is a) provided by a limited number of agencies, b) does not provide citywide transportation services and the applicant cannot use public transportation services.

D. Highrise Units:

- 1) MPHA will offer two highrise units to an applicant for a highrise unit. If the applicant declines the two offers, MPHA will remove the applicant from the waiting list. The applicant may not reapply for one year running from the date of last rejection.

MPHA will offer highrise units excluded from the Deconcentration Plan based on vacate date and the applicant's suitability for the program or unit. The unit with the oldest vacate date is offered first.

MPHA will offer General Occupancy highrise units to approved general occupancy applicants in a manner that will promote Deconcentration. MPHA will offer one-bedroom units first to people receiving Social Security retirement, Social Security disability or Social Security dependent benefits, Minnesota Supplemental Income (MSA), Public Assistance and/or other fixed income or those with earned income.

MPHA will offer a unit in a development where the average income is below the Established Income Range, and visa and versa, to approved general occupancy applicants. If the approved applicant refuses the first unit offer, which is based on the deconcentration goals, MPHA will offer a unit based on the vacancy rate.

- 5) MPHA offers the unit that has been ready to rent the longest, and does not have a current pending offer, to an approved applicant based on date and time of the application, preference points and area choice. The applicant could receive a second unit offer of the unit that has been ready the next longest, that does not have a pending offer. Depending upon the number of vacancies, MPHA may, on a monthly basis divide the General Occupancy highrises are into three approximately equal groupings based upon the number of vacancies. The three groups are: a) those with the largest number of vacancies; b) those with a medium number of vacancies; and 3) those with the fewest number of vacancies. MPHA's second unit offer will be in a building with the highest vacancy rate.
- 6) One-bedroom units at 1515 Park Ave, 1225 8th St S and 1212 9th St S will be offered to Tenants who are lease compliant and have lived at one of those buildings for at least three years and who want to transfer from a studio unit. One-bedroom units will be offered based on move-in date, with the tenant who has lived in their current studio unit the longest receiving the first offer. A resident in a studio will be offered 1 unit. If they decline the unit, their name will be placed at the bottom of the transfer list and the offer date will serve as the new priority date.

- 7) MPHA may offer an additional unit to an applicant for a Highrise Building when the applicant makes a request in writing for an additional offer, within 5 working days of the showing, based solely upon the following reasons.

The first offered unit is not accessible to the applicant's employment or job training site;

The first offered unit is not accessible to their daycare or special education facility for their child;

The first offered unit is not accessible to the medical or other support service necessary to the applicant's ability to be lease compliant, where such support service is a) provided by a limited number of agencies, b) does not provide citywide transportation services and the applicant cannot use public transportation services, or

Other good cause as determined by MPHA.

PART VI: OCCUPANCY STANDARDS AND LEASE ADD ONS

1. Provisions Applicable to All Tenants

- A. MPHA has established occupancy standards to prevent overcrowding and the underutilization of MPHA's housing resources. Within the occupancy standards MPHA may consider the size of the family, the family composition, vacancies, integrity of the waitlists, the scarcity of units for large families, and disability, ill health and age factors in assigning a unit.
- B. The minimum and maximum occupancy limits for each size and type of unit is as follows:

Unit Size	Number of Persons	
	<u>Minimum</u>	<u>Maximum</u>
0 Bedroom	1 Person	2 Persons
1 Bedroom	1 Person	2 Persons
2 Bedroom	2 Persons	4 Persons
3 Bedroom	3 Persons	6 Persons
4 Bedroom	6 Persons	8 Persons
5 Bedroom	8 -12 Persons	
6 Bedroom	10 or more Persons	

C. Adult lease add-ons are subject to the same selection process as any applicant except that MPHA may waive verification of residential history. A lease add-on applicant who is denied admission based on screening criteria may request an informal hearing as any other applicant through the Leasing, Occupancy and Compliance Department. Only the lease add-on applicant can grieve denial based on the results of the lease add-on's applicant screening. A Tenant may grieve a denial of the addition to the Tenant's Family when the denial is based on the Tenant's failure to comply with the Lease. A Tenant may not grieve the denial of a lease add-on to initiate or negotiate policy changes, such as occupancy standards or because MPHA has imposed a moratorium.

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MPHA will approve lease add-ons only:

When the family has lived in the unit for three years, except for the addition of minor dependents, or a spouse, unless MPHA was informed of the potential addition on the application.

When the tenant family has been Lease Compliant for at least one year or the duration of the tenancy if less than one year; and

If the tenant does not owe any Rent, security deposit or other charges on their monthly statement, and is not on a retroactive Formal Repayment Agreement or owe Retroactive Rent due in part or in total to the fault of the tenant.

Notwithstanding any other provision to the contrary, a former public housing Tenant or Other Adult who was removed from any lease or unit subsidized by MPHA, will not be approved as a lease add-on or a Registered Guest (as defined in the Lease) for three years after the date of removal.

The Head of Household will sign a new lease or lease addendum for each lease add-on.

Every lease add-on will:

- 1) provide a social security card per Requirements for Admissions;

- 2) be a U.S. Citizen or National or have eligible noncitizen status as defined in part I;
- 3) provide a completed and signed 214 Status Form;
- 4) sign consent authorization documents and release of information forms when the lease add on is 18 years or older.
- 5) provide a valid State issued picture ID that includes the date of birth, or another acceptable picture ID with a birth certificate when the lease add on is 18 years or older.

In addition to complying with paragraph F, for every addition of a minor to a lease within the occupancy standards, the tenant will provide proof of custody as evidenced by:

- a birth certificate;
- legal proof of adoption;
- a court order;
- a delegation of powers of a parent under Minn. Stat. 524.5-211;
- written permission of the parent or other person having custody of the child; or
- if none of the above documents are available, reliable, accurate and objective third-party verification of custody.

If MPHA denies the request to add a minor to the lease for reasons not related to MPHA's occupancy standards, the tenant has the opportunity to request the grievance procedures as provided by the Tenant Grievance Policy.

If the Head of Household dies leaving minor children in the unit and if requested MPHA may consider a new Head of Household for the unit. The new Head of Household must be eligible for admission like any other applicant.

If any part of the SOP conflicts with this section of the SOP, this section shall control.

2. Highrise Units

- A. The maximum number of persons on a studio or one-bedroom highrise lease is two. MPHA will not put more than two persons on any highrise lease except when a tenant applies and qualifies for a transfer to a Family Housing Unit.
- B. In a one-bedroom unit MPHA may approve in writing a maximum of four persons including the tenant to be on the lease when the tenant qualifies for a transfer to a Family Housing Unit. The four persons including the tenant shall be limited to two minors and two adults or one adult and three minors.
- C. In a studio unit MPHA may approve in writing a maximum of three persons including tenant to be on the lease when the tenant qualifies for a transfer to a Family Housing Unit. The three persons including tenants shall be limited to two adults and one minor or one adult and two minors.
- D. A highrise tenant may qualify for a transfer to a Family Housing Unit when MPHA determines the following:

- 1) the tenant is not trying to circumvent the family waiting list; splitting up a family in order to add some members to the highrise lease will be considered circumventing the waiting list.
the family has been Lease Compliant for at least one year or the duration of the tenancy if less than one year and remains Lease Compliant until the transfer;
 - 3) the tenant does not owe any Rent, sales and service charges, security deposit, and does not owe Retroactive Rent or is not on a Retroactive Rent Formal Repayment Agreement due in part or in total to the fault of the tenant; and
 - 4) the tenant produces evidence that all minors and adults are permanently using the unit as their sole and principal place of residence. Such evidence may be a marriage certificate, domestic partner registration, birth certificate, legal proof of adoption, a court order, school, work or other records verifying the address of the person, written permission of the parent or other person having custody of the minor, or other reliable, accurate and objective third-party verification.
- E. MPHA may at any time depending upon the availability of Family Housing Units and other sound management practices, place a moratorium on placing highrise tenants on the Family Housing Unit transfer list.
- F. When MPHA approves an adult lease add-on, the Head of Household must remain in the unit for three years after the adult is added to the lease. If the Head of Household vacates public housing for any reason, except death, before the three-year period ends, the whole household will have to vacate unless there is a Co-Head of Household remaining in the unit. If the entire household does not vacate, MPHA will terminate the lease. MPHA will not transfer the person added to the lease to a separate unit within that three-year period. If MPHA initiates a transfer the whole household will transfer together. In addition, persons in such households may not transfer to another unit without the Head of Household for five years.

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3. Family Units

Family Housing Units are for exclusive use by adults with Dependents. If a family does not have a Dependent approved in writing by MPHA to stay in the unit or to be added to the lease, the household members shall transfer to a highrise unit, vacate the unit or be subject to a lease termination. Households will not be guaranteed separate units and will be housed in accordance with the Occupancy Limits and the availability of the units. See Occupancy Standards and Lease Add Ons.

- B. If MPHA has told a family who is over-housed to transfer to a smaller unit, the addition of a minor will not prevent the transfer unless the tenant produces evidence that all minors are permanently using the unit as their sole and principal place of residence. Such evidence may be a birth certificate, legal proof of adoption, a court order, school records, Delegation of Parental Authority, written permission of the parent or other person having custody, verifying the address of the minor, or other reliable, accurate and objective third-party verification. Such evidence may also include whether the Head of Household has permanent custody of the

minor. Any such single document may not be determinative to show that the minor is permanently using the unit as their sole and principal residence.

- C. When the addition of a person to the lease will result in a family being under housed, the tenant shall produce evidence that all persons are permanently using the unit as their sole and principal place of residence. MPHA may consider such evidence as a marriage certificate, domestic partner registration, birth certificate, legal proof of adoption, a court order, school, Delegation of Parental Authority, written permission of the parent or other person having custody, work or other records verifying the address of the person, or other reliable, accurate and objective third-party verification before MPHA will transfer the family. Such evidence may also include whether the Head of Household has permanent custody of the minor. Any such single document may not be determinative to show that the person is permanently using the unit as their sole and principal residence.

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PART VII: RENT COMPUTATION AND SECURITY AND PET DEPOSITS

MPHA may request income information from a Tenant at any time. Tenant must provide timely written, accurate, current, objective and verifiable information.

REDETERMINATION: As a part of MPHA's Moving to Work initiative tenants may have a reexamination less often than annually but not longer than once every three years. However, these tenants must report any change in source of or addition to income other than the cost of living increases associated with the fixed income source within five working days of the change. MPHA will determine whether a Tenant meets the requirement for less frequent reexamination. MPHA will notify Tenants in advance of each reexamination.

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Deleted: whose only sources of income are from Social Security retirement, Social Security disability or Social Security dependent benefits, Minnesota Supplemental Income(MSA) and/or other fixed income approved by MPHA

3. **TOTAL TENANT PAYMENT:** At admission and in preparation for their reexamination, each family may select Flat Rent or Income Based Rent. Families who do not timely and properly report their income may not take advantage of the Flat Rent.

- A. **FLAT RENT** is available only at the time of admission or the scheduled re-examination and is 80% of the Fair Market Rents (FMR). Flat rate rents will take effect 60 days after the change in the FMR. MPHA will give a 30-day advance notice of the rent change.

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- 1) At the time of admission and the annual reexamination, MPHA will provide to a Family a letter stating:

That the Family has the option to select Flat Rent or Income Based Rent.

The amount of Flat Rent.

That a Family who selects Flat Rent will go through the income reexamination process every three years rather than every year, unless their income goes down or the Flat Rent increases to where the calculate rent is less than the Flat Rent.

A Family on Flat Rent does not receive a utility allowance.

That the Family must sign and return a certification to receive Flat Rent.

If the Family does not choose Flat Rent, the Income Based Rent will be charged.

- 2) Financial Hardship and Retroactive Flat Rent
- a) Families who select Flat Rent may request a reexamination and return to Income Based Rent at any time due to a financial hardship which exists when:
 - 1) The family's income has decreased; or
 - 2) The family's expenses such as childcare or medical care have increased;
 - b) If the family does not timely elect the Flat Rent and the Income Based Rent is higher than the Flat Rent, MPHA will, with the Supervisor of Leasing, Occupancy and Compliance's approval, retroactively apply the Flat Rent a maximum of two rental periods prior to the tenant's request if the tenant timely reported an increase in income.

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B. INCOME BASED RENT

The total tenant payment is equal to the highest of:

- 1) Thirty percent of monthly Adjusted Income (refer to definition in Part I), rounded to the nearest dollar;
- 2) Ten percent of monthly Annual Income (refer to definition in Part I), rounded to the nearest dollar;

If the family is receiving government welfare assistance and the assistance is adjusted because the family is receiving subsidized housing, MPHA will use the lesser amount as income;

OVER INCOME

When a Tenant Family is Over Income for 12 consecutive months, MPHA will notify the Tenant Family that if the income continues to exceed the Over Income Limit for 12 additional months (24 months total). The Tenant Family will be required to vacate, or the Lease may be terminated.

MINIMUM RENT: Is not based on income and is \$75.00 per month. This would not apply to households in which all members are either elderly and/or disabled, and whose sole source of income is Social Security, SSI or other fixed annuity pensions or retirement plans. Those households would continue to pay 30% of their adjusted gross income.

Hardship Exemption: A tenant may request a hardship exemption from paying Minimum Rent.

- 1) If the tenant requests a hardship exemption, MPHA will suspend the Minimum Rent beginning the month following the family's request and until the MPHA determines whether the hardship exists or is temporary or long-term.

A hardship exists when the Tenant Family is unable to pay Minimum Rent because:

The Tenant Family has lost eligibility for or is waiting for an eligibility determination for a Federal, State or local assistance program. This may include a family that whose member is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

- b) The Tenant Family would be evicted because it is unable to pay the Minimum Rent;

The income of the Tenant Family has decreased because of changed circumstances, including loss of employment; or

A death has occurred in the Tenant Family.

- 3) If MPHA determines that there is no qualifying hardship, MPHA will reinstate the Minimum Rent and the suspended Minimum Rent. The tenant shall pay the reinstated and suspended Minimum Rent when billed.
- 4) A temporary hardship exists when the inability to pay Minimum Rent is due to a qualifying hardship that lasts for 90 days or less. If the MPHA determines that the hardship is temporary, the Minimum Rent will not be billed for 90 days from the date of the suspended Minimum Rent. During the 90-day period MPHA will not terminate the lease for the non-payment of Minimum Rent.

At the end of the 90-day period, the Minimum Rent will be reinstated retroactively to the time of suspended Rent. The MPHA will offer a 12-month repayment agreement. If the Tenant does not sign a repayment agreement of up to 12 months, or make full payment, MPHA will take action to terminate the lease.

- 5) A long-term hardship exists when the inability to pay Minimum Rent is due to a qualifying hardship that lasts over 90 days. If the MPHA determines the hardship is long-term hardship, the family will be exempt from the Minimum Rent requirement, beginning the month following the month of the Tenant Family's request and during the hardship period. 6) Even if a tenant requests a hardship, the tenant will pay 30% of their Adjusted Gross Monthly Income as Rent. The failure to pay the Adjusted Gross Monthly Income as Rent may lead to termination of the Lease.
- 7) In determining whether a Tenant qualifies for a hardship, MPHA may request and review any relevant documentation including but not limited to:
 - Income Verifications
 - Bank Statements
 - State Wage File Information
 - Credit Report
 - Employment Records
 - Government Assistance
 - Proof of the Death of a Tenant Family Member
 - History of Reporting of Income Increases
 - Income Tax Records
- 8) MPHA may deny a hardship exemption from paying Minimum Rent if MPHA determines that:
 - a) the Tenant Family has or is receiving non-essential goods or services including but not limited to cable or satellite TV, internet services, a motor vehicle, pager, or more than a basic phone service;
 - b) the Tenant Family does not accurately and completely complete the documents requested by MPHA to determine if there is a qualifying hardship;
 - c) the Tenant Family has not disclosed all of its current or past income to MPHA;
 - d) the Tenant Family's loss of income is voluntary or due to misconduct;
 - e) the Tenant Family's loss of eligibility of any assistance program is due to the Family's failure to comply with the requirements of that program;
 - g) If the Tenant is on temporary or long-term hardship and does not report all income within five working days.
- 9) The Tenant may use the grievance procedure to appeal MPHA's determination regarding the hardship. Tenant will not be required to escrow unpaid Rent to access

the grievance procedure. See Tenant Grievance Procedures and Appendix on Schedule of Security Deposits.

- 10) Prior to filing an eviction action in court for failure to pay Minimum Rent, the Executive Director or Deputy Executive Director or a designee shall review the file and determine if the family has requested and qualifies for a hardship exemption or if any other remedial action should be taken on behalf of the family.

5. **ALLOWANCES:**

- A. When an interim Rent increase occurs, MPHA will deduct income so that Income Based Rent is equal to the Flat Rent amount.
- B. Amounts received specifically for a special diet are deducted from income.
- C. Child support payments which are made through a payroll deduction or a reduction in government benefits are deducted from income.
- D. 15% of the gross employment income, when income is timely and properly reported. This allowance will not be deducted for Retro Rent due to Tenant failure to timely and properly report income. The 15% will be deducted for future rent.
- E. An amount such that rent will be twenty percent of monthly Adjusted Income (Refer to definition in Part I) rounded to the nearest dollar, for Studio units (zero-bedroom units) at 1710 Plymouth Avenue North;

An amount such that rent will be twenty percent of monthly Adjusted Income (refer to definition in Part I) rounded to the nearest dollar for Family Housing Units where five different families have declined the unit.

Grants to the Tenant Family as a result of participation in the Income and Child Development in the First Three Years of Life demonstration funded by the United States Department of health and Human Services National Institute of Health to evaluate the whether the unconditional cash payments have a causal effect on the cognitive, socioemotional and brain development of infants and toddlers.

6. **TENANT PAYMENT (RENT):**

All Rent, except for Rent to Own units, include gas, electric, water and sewer and do not include telephone, cable service or other such services. The Total Tenant Payment is the amount the tenant pays for Rent.

7. **EXCESS UTILITIES:** In Highrise Building units, tenants using certain appliances such as a freezer or air conditioner, will pay a charge for excess utility consumption. In Family Housing units, tenants will pay for excessive usage of water, gas and electric utilities. See Appendix "B" Monthly Allowed Utility Usage.

8. **UTILITY ALLOWANCE REIMBURSEMENT:** Where a tenant pays their utility costs, and the Total Tenant Payment is less than the utility allowance for the unit, MPHA will pay a utility credit equal to the difference between the utility allowance and the Total Tenant Payment. MPHA may send the utility credit to a utility supplier on the tenant's behalf or with the Tenant's written permission apply the credit to outstanding balances on the tenant's account.

9. **SECURITY DEPOSITS:** Tenants signing an initial lease will pay a security deposit in the amount stated in Schedule of Security Deposits. Tenants transferring from one MPHA low-rent public housing unit to another MPHA low-rent public housing unit will pay an additional Security or Pet Deposit if the unit to which the Tenant is transferring to, has a higher deposit amount. Tenants who paid a deposit prior to the imposition of the current security deposit amount, will not pay the difference between the two security deposits.

At the discretion of MPHA, tenants may pay the security deposits in three monthly installments by signing a deposit payment agreement. If the tenant does not comply with the terms of the deposit payment agreement, MPHA may terminate the lease. MPHA will hold the security deposit until the lease is terminated or the tenant vacates public housing. Upon such termination and vacation, MPHA will return the deposit to the tenant with interest, in accordance with State Law and if:

- A. there is no unpaid Rent or other charges for which the tenant is liable,
 - B. the apartment and all equipment are left clean, and all trash and debris were removed,
 - C. there is no breakage or damage beyond normal wear and use,
 - D. there is no equipment missing, and
 - E. the keys to the dwelling are surrendered to MPHA.
10. **PET DEPOSIT:** With MPHA's prior written approval and payment of a pet security deposit of \$75 for units without carpet and \$150.00 for units with carpet, tenants may have common household pets as defined in the Pet Policy. MPHA will hold the pet deposit until the tenant moves out or no longer keeps a pet in the dwelling unit. MPHA will refund the pet deposit with interest according to State law, unless the damage costs to the premises were caused by the pet. Tenants may sign an agreement to pay the pet deposit in three monthly payments. If the tenant does not comply with the agreement MPHA may terminate the lease. See Pet Policy.

PART VIII: TENANT TRANSFER

1. MPHA has eight types of tenant transfers from one MPHA dwelling unit to another MPHA dwelling unit. Tenant initiated requests for transfer must be submitted in writing to the Property Manager. Tenants requesting a convenience, management, elderly designated or occupancy transfer must be Lease Compliant for at least one year, at the time of the request and at the time of the transfer, to be considered for a transfer, this includes being current on the payment of Rent and other charges. Where appropriate Section 8 Vouchers may be used to expedite needed transfers.
 - A. A family transferring from one MPHA low-rent public housing unit to another is not subject to a reexamination of family size and income and redetermination of Total Tenant Payment unless the reexamination schedule for the project to which the family is transferring would cause an excess of 12 months to elapse between the family's regular reexamination.
A tenant family that transfers from public housing to another MPHA program will undergo an examination of family size and income and the TOTAL TENANT PAYMENT will be redetermined. The tenant family transferring to public housing from any Section 8 Program will meet all requirements for admission to public housing including the screening process as outlined in the Requirements for Admission.
 - B. MPHA will inform transferring tenants that the units they vacate must be left-clean and undamaged. MPHA will charge the tenant for the cleaning and repair of the vacated unit. MPHA will inspect the tenant's current unit prior to approval of a transfer request. MPHA will not approve a transfer if the tenant has caused damage to their current unit due to negligence or misuse. Also, management may consider lease termination based on the damage due to negligence or misuse and will charge the tenant for any extraordinary cleaning or repair work performed by MPHA.
 - C. If the tenant is transferring to a unit where the tenant is responsible for payment of utilities, the tenant must provide verification that their previous utility accounts are paid or that the tenant has made acceptable arrangements with the utility company so that the tenant can receive service at the new address in the tenant's name.
 - D. Tenants transferring from one MPHA low-rent public housing unit to another MPHA low-rent public housing unit will pay any additional Security or Pet Deposit if the unit to which the Tenant is transferring has a higher deposit amount
 - E. Tenants who do not vacate the unit they are transferring from within three days, except for transfers to senior designated units, will be charged a holdover fee of \$10.00 per day in highrise units and \$40.00 per day for Family Housing Units.
 - F. A Tenant may not request a transfer for one year after refusal of a suitable unit without good cause.
2. Transfers are prioritized in the following order. The Leasing, Occupancy and Compliance Manager has the discretion to make exceptions to the priorities. Also, all transfer offers depend upon unit availability.
 - A. **Emergency:** Emergency transfers are:

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- 1) due to a natural disaster such as a fire or flood;
- 2) due to a hazardous substandard condition which significantly endangers the health or safety of the tenant family (see the MPHA lease or fire procedure);
- 3) in compliance with MPHA VAWA Emergency Transfer Policy (See MPHA Violence Against Women Act (VAWA) Policy); or
- 4) requested by law enforcement agency for a tenant who provided information to a law enforcement agency and the transfer is needed to minimize the risk of reprisal.

One suitable unit will be offered. If the unit is refused, the emergency transfer will be denied. If the offer is refused for reasons related to the VAWA, another offer will be made. If the tenant refuses an emergency transfer and in the sole judgment of MPHA a hazardous situation exists, the management may terminate the lease. There is no priority rankings among types of emergency transfers; transfers will be based on the availability of another appropriate dwelling unit.

- B. **Modernization/Demolition:** MPHA initiates these transfers when it determines that the unit requires substantial repairs or is scheduled for modernization or demolition. MPHA will offer two suitable offers. If the tenant refuses both offers, does not immediately sign a lease for the transferring unit or does not vacate the unit in three days, MPHA may immediately terminate the lease.
- C. **Reasonable Accommodation:** When MPHA determines that a transfer is appropriate for a disabled tenant as provided in its Reasonable Accommodation Policy. MPHA will offer one suitable unit to the tenant. If the tenant refuses the unit, and MPHA determines that the refusal is not due to or caused by the disability, MPHA will cancel the transfer. MPHA will not transfer a Tenant under this section when a lease termination is pending for a reason unrelated to the disability. See Reasonable Accommodation Policy.
- D. **Reasonable Accommodation Handicapped Accessible Unit:** MPHA will offer an accessible unit to a qualifying disabled tenant who needs the accessibility features as provided in MPHA's Reasonable Accommodation Policy. MPHA will offer one suitable unit. If the tenant refuses the unit, MPHA will cancel the transfer.

A tenant living in an accessible unit or a unit with special adaptations, who does not need the amenities shall move if an eligible tenant is waiting for that unit. MPHA will offer two suitable offers to the tenant. If the tenant refuses offer, MPHA may terminate the lease.

- E. **Convenience for Non-Disabled Tenants:** This is a transfer due to a medical reason, which does not qualify as a reasonable accommodation under MPHA's Reasonable Accommodation Policy. This kind of transfer does not apply to a transfer from a highrise building to a Family Housing Unit. MPHA may grant the transfer if a medical doctor verifies the medical need for a transfer. MPHA will offer one suitable unit. If the tenant refuses the offer, MPHA will cancel the transfer.
- F. **Occupancy:**

MHOP Transfers:

MHOP Tenant Families who are over or under housed will have a priority to transfer to other MHOP developments when openings occur, provided that the over or under housed MHOP Tenant Family can meet the criteria for the development to which that family is seeking to transfer. If a family meeting these circumstances refuses a transfer to a suitable unit, the MHOP Developer may terminate the tenant's lease.

MPHA will place MHOP Tenant Families that are over or under housed on an MPHA managed MHOP transfer waiting list under the same criteria as MPHA housed families. Prior to transfer to another MHOP property, the MHOP Tenant Family must meet the respective property's Requirements for Admission and Tenant Selection Criteria. If a family meeting these requirements refuses a suitable unit, the Owner/Agent may terminate the tenant's lease.

MHOP Tenant Families who are over housed and require a one bedroom or studio unit will be placed on MPHA's transfer waiting list under the same criteria as MPHA housed Tenant Families. Prior to the transfer to an MPHA managed property the MHOP Tenant Family must meet MPHA's Requirements for Admission and Tenant Selection Criteria. If a family meeting these circumstances refuses a MPHA unit, the MHOP Owner/Agent shall terminate the tenant's lease.

MPHA Transfers:

MPHA will offer one appropriate unit based on the unit size needed and the date of the approval of the transfer. MPHA may make an additional offer based solely on the fact that the unit previously offered would place a hardship on the family because the location is not accessible to the family's employment, job training, daycare, child's educational facility, or medical or support services. To qualify for a transfer:

the Tenant Family must have been Lease Compliant for at least one year or the duration of the tenancy if less than one year and remain Lease Compliant until the transfer;

the Tenant Family may not owe any Rent, sales and service charges, security deposit, and does not owe Retroactive Rent or is not on a Retroactive Rent Formal Repayment Agreement due in part or in total to the fault of the Tenant Family.

These transfers occur when at the time of the scheduled reexamination the permanent size of the Tenant Family is less than the minimum or more than the maximum number of persons permitted for that unit as described in Occupancy Standards and Lease Add Ons or when there is a valid reason to separate a household and the Tenant Family Members have lived together in MPHA housing for more than 5 years. A Tenant Family with Dependents who are under housed by one-bedroom size may stay in the unit if MPHA determines that it will not cause undue wear and tear.

d) The priority of Occupancy Transfers is as follows:

Separation of Household

Transfers from Family Housing Unit to Highrise

3) Transfers from Highrise to Family Housing Units

All other occupancy transfers

- e) If a tenant refuses the offer of a unit of the correct size, MPHA may terminate the lease.

G. **Elderly Designated:** Transfers from a general occupancy building to a senior designated building or from a senior designated to a general occupancy building are prioritized by the initial lease date. Transfers to senior designated building are available to Tenants when they become age eligible. Transfers will also be offered to Tenants in an Elderly Designated if they have minors added to the lease. If a tenant refuses an offer the tenant's name will go to the bottom of the transfer list. If a tenant refuses two offers, MPHA will cancel the transfer.

H. **Management Transfer:**

These transfers are for tenants who have been a MPHA tenant for three consecutive years. They will not occur if MPHA's overall occupancy rate is less than 98%.

A tenant may request a management to transfer from an efficiency unit to a one-bedroom unit within their highrise building.

If the tenant refuses one suitable offer, MPHA will cancel the transfer.

One-bedroom units at 1515 Park Ave, 1225 8th St S and 1212 9th St S may be offered to Tenants who are lease compliant and have lived at one of those buildings for at least three years and who want to transfer from a studio unit. One-bedroom units will be offered based on move-in date, with the tenant who has lived in their current studio unit the longest receiving the first offer. A resident in a studio may be offered 1 unit and if they decline the unit their name will be placed at the bottom of the transfer list and the offer date will serve as the new priority date.

PART IX: LEASES AND LEASE ADDENDA

1. Before signing a lease the head of the household and all adult members shall attend a Tenant Orientation Briefing. In cases of unusual hardships, the Manager of Leasing, Occupancy and Compliance or designee may permit the tenants to attend the Tenant Orientation Briefing at a later date.
2. The head of household, all adult members and MPHA will sign and date a lease and future leases and all lease addenda except for Rent changes.
3. When a tenant family, transfers to another unit, the head of household, all adult members and MPHA will sign and date a lease for the future unit.
4. The lease will comply with MPHA policies and applicable regulation, law and ordinances.
5. When MPHA changes the amount of Rent, MPHA will issue a lease addendum to amend the lease. MPHA will provide a copy of the lease addendum to the tenant and put a copy in the tenant's file.
6. MPHA will post the Sales and Service Charge Schedule utilities, fees and rules and regulations which are referred to in the lease in a conspicuous manner in each highrise building and the family AMP office and provide a copy of the same to affected applicants and tenants upon request. MPHA may amend the schedules, rules and regulations by providing a minimum of a 30-day written notice to each affected tenant of the proposed change, the reason for each change, and the opportunity to present written comments. MPHA will consider the written comments before the change is adopted.
7. When a 30-day written notice is required, MPHA shall:
Deliver or mail the notice to each affected tenant's unit or deliver to the tenant; or
Post the notice in three conspicuous places within each affected highrise building or family AMP office.
8. When the head of household ceases to be a member of the tenant family, the current lease will be voided and the remaining adult tenant family members who are eligible and qualify for continued occupancy will sign a new lease. Adult tenant family members who did not sign the voided lease, shall be screened for admission and meet all eligibility and qualifying requirements.
9. When two or more elderly single persons agree to share a unit, eligibility, qualification, and Rent may be determined separately for each and a separate lease executed with each person unless such persons live as a family with income and assets available for joint use. In the latter case, the two individuals will be regarded as a family and the Rent and eligibility will be based on the joint incomes and assets.

In case of such joint occupancy of an apartment, each lease should provide that the unit is leased to all occupants as tenants-in-common and that each tenant should have the right to the use and occupancy of the entire apartment in common with his or her co-tenant(s).
10. Tenants shall not receive mail at their unit for any person who is not on the lease except for a live-in aide approved in writing by MPHA. This does not apply to mail from the Social Security Administration to a representative payee for a Social Security recipient.

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PART X: REEXAMINATION OF TENANT ELIGIBILITY AND RENT ADJUSTMENTS

1. All adult tenants, whose Rent is not Flat Rent, must notify MPHA in writing of all changes in income, or sources of income within five working days of the change.
2. All adult tenants must notify MPHA in writing of all changes in family composition within five working days of the change.
3. REEXAMINATION OF TENANT ELIGIBILITY STATUS
 - A. MPHA must reexamine the status of each tenant family relating to eligibility for continued occupancy, the Rent charged and the household composition, once every ³three years. However, the initial reexamination after their admission for all families will occur according to the schedule for the development in which they reside.

MPHA may, at its discretion, fix the time of the next reexamination. MPHA will notify Tenants in advance of each reexamination.
 - B. At each scheduled reexamination families will complete a written Application for Continued Occupancy signed by the Head of Household, Spouse, Co-Head of Household, and any adult member of family. The Application will request data and information necessary to enable MPHA to determine: (1) whether the family meets the requirements of eligibility for continued occupancy; (2) the Rent to be charged; and (3) the size of the unit required.
 - C. If MPHA determines that a Tenants at the time of reexamination is ineligible or not qualified for failing to meet the requirements for continued occupancy, including the community service requirement (see Community Service Policy), or a breach of the lease, MPHA will provide a written notice of the reasons for the ineligibility and may terminate the lease.
 - D. If upon reexamination the tenant family's size or composition has changed so that the dwelling unit occupied by the family does not meet MPHA's occupancy, standards for the family size, MPHA may process a transfer request. MPHA will give at least a 30-day notice to the family of the transfer to another unit. Rent changes as a result of a scheduled reexamination of income are effective on the scheduled reexamination due date.
 - E. If the tenant has misrepresented to MPHA the facts upon which their Rent is based, so that the Rent being charged is less than what should have been charged, tenant will owe Retroactive Rent from the date the increase would have become effective. Also, MPHA may propose lease termination.
 - F. If MPHA determines that the tenant has gained admission or remained in occupancy because of the tenant's misrepresentation of income, assets, family composition, or information related to applicant screening criteria, MPHA may terminate the lease.
4. RENT ADJUSTMENTS:
 - A. MPHA will adjust Rents at the time of reexamination.
 - B. Once the Rent is established, the rate will be effective until the next scheduled reexamination unless there is a decrease in the income or an increase in income of \$100 or more per month. Tenant Family Members must report all changes in income, changes in

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source of income, or changes in household composition within five days. MPHA will not reduce Rent at an interim reexamination when the tenant has not cooperated with the scheduled re-exam. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

- C. If any of the following circumstances occur, MPHA will review and may adjust Rent and income in accordance with the Total Tenant Payment Formula.

A loss or addition to the tenant's household whether by birth, death, dissolution of marriage or other circumstances.

- 2) Receipt of or discontinuance of receipt of welfare assistance.
- 3) A decrease in income for a period of longer than 90 days which would lower the Rent or payment in accordance with the Total Tenant Payment Formula.
- 4) Transfer of a family from one MPHA program to another MPHA program,
- 5) Completion of an Earned Income Disallowance, and
- 6) An increase in income that would cause a Rent to increase by \$30.00 or more per month.

- D. For tenants that work regular seasonal jobs such as with a school or school district Rent will automatically increase at the end of the off season. If the Rent does not increase at the end of the off season it is the tenant's responsibility to report to MPHA that their Rent did not increase.

- E. Annualized Income Review: If it is not feasible to anticipate a level of income over a twelve-month period, the income anticipated for a shorter period may be annualized subject to a reexamination at the end of the shorter period.

- F. Tenants or applicants who claim zero income may be subject to reexamination every 90 days.

- G. In circumstances where tenant income fluctuates, Rent will be computed based on an average of past amounts. This applies to all adults in the household. MPHA will annualize the Rent of a Tenant at the third interim Rent change. See 24 C.F.R. § 5.609

- H. Rent credits will be issued for persons who are on a temporary leave from work or experiences a temporary reduction of income. Temporary leave is defined as more than 30 days and less than 120 days. The Manager or Supervisor of Leasing, Occupancy and Compliance or the Regional Property Manager will approve a credit adjustment for the loss of income.

MPHA will notify tenants in writing of any change in Rent or payments resulting from an interim reexamination as stated in the lease.

An increase in Rent resulting from an interim reexamination is effective the first day of the second month following the date of the actual change in income. If there is a delay in increasing the Rent, the tenant will pay the Retroactive Rent effective the first day of the second month following the increase in income.

A decrease in Rent resulting from an interim reexamination is effective the first day of the month following the date the decrease was reported. When delays in verification are a direct result of the tenant's lack of

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cooperation or unavailability, the Rent will decrease the first of the month following the receipt of verification.

- J. MPHA will not reduce Rent when a Family experiences a reduction in benefits because of welfare fraud or noncompliance with economic self-sufficiency requirements.

5. VERIFICATION OF TENANT'S STATEMENTS AND INCOME: (same as in Verifications)

Tenants must furnish proof of their statements as required by MPHA to ensure accuracy.

At the time of admission and each reexamination, MPHA will verify all income, assets, and each applicable deduction, allowance or exemption MPHA will verify income by using:

1) Enterprise Income Verification System

If the Applicant or Tenant disputes the information, or if the Income Report does not contain any employment and income information, MPHA will attempt the next lower level verification technique, as noted in the below:

2) Third Party Written, including Applicant or Tenant provided Third Party Written

3) Third Party Written Form

4) Third Party Oral

5) Self-Certification Documents

Third party written includes documents received from the Tenant Family originated by a third party, and may include benefit checks, employment checks stubs, income tax returns, benefit award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States Savings Bond redemption values, or other relevant documents. MPHA staff will allow two weeks for receipt of a third party written verification forms and will attempt a third-party oral verification before accepting self-certification documents. Self-certification documents a written statement from the Applicant or tenant regarding income or the value of assets.

MPHA will seek third party verification of bank accounts and other assets during the reexamination when the total value of all assets is over \$50,000. Because banks do not timely provide 3rd party verification for bank accounts and other assets, MPHA will review the official documents provided by Tenants to determine asset values.

Social Security amounts may be determined by adding COLA to the last verified amount.

- B. The Family Head and other designated family members will execute a HUD approved release and consent form authorizing any depository or private source of income, or any federal, state or local agency, to furnish or release to MPHA and to HUD information requested by MPHA or HUD. The Family shall directly submit all requested documentation. Requested information or documentation may be required for purposes of determining or auditing a Family's eligibility to receive housing assistance, for determining the Family's Adjusted Income or Tenant Rent, for verifying related information or for monitoring compliance with equal opportunity requirements.
- C. Tenants claiming a disability status as defined in the Social Security Act, or in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act but do not receive Social Security benefits, a qualified medical practitioner will provide a medical certification of the

disability. The receipt of veteran's benefits for disability does not establish a disability status for allowable deductions.

6. FLAT RENT: Is available only at the time of admission or the scheduled reexamination. Families who do not timely and properly report their income may not elect flat rent.

A. At the time of the scheduled reexamination MPHA will provide to a Family a letter stating:

- 1) That the Family has the option to select Flat Rent or Income Based Rent.
- 2) The amount of the Flat Rent.
- 3) That a Family who opts for the Flat Rent will go through the income reexamination process every three years, rather than every year.
- 4) A Family on Flat Rent does not receive a utility allowance.
- 5) That the Family must sign and return a certification to receive the flat rent.
- 6) Flat Rent is effective on the first day of the month following MPHA's receipt of the signed certification. If the Family does not choose Flat Rent, the Income Based Rent will be charged.

B. Financial Hardship and Retroactive Flat Rent

Families who select Flat Rent may request to have a reexamination and return to the Income Based Rent method at any time due to a financial hardship which exists when:

- a) The Family's income has decreased because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance; or.
- b) The Family's expenses such as childcare, medical care, transportation, education, or similar items have increased.

If the family does not timely elect the Flat Rent and the Income Based Rent is higher than the Flat Rent, MPHA will, with the Supervisor of Leasing, Occupancy and Compliance's approval, retroactively apply the Flat Rent a maximum of two rental periods prior to the tenant's request if the tenant timely reported an increase in income.

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PART XI: LEASE TERMINATIONS

1. ~~MPHA may, terminated the Lease of a Tenant for being away from the unit for more than 90 days per 12-month period, absent good cause. The new 12-month period begins on the date a resident leaves the unit.~~ Tenant shall give MPHA 10 business days advance written notice when the Head or Co-head of Household may be absent from the unit for more than 30 consecutive calendar days. MPHA will not authorize an absence of the Head or Co-head of Household for more than 90 days per 12-month period.
2. The tenant may terminate the lease by providing MPHA with at least fourteen (14) calendar days written notice.
3. MPHA may terminate the lease for non-payment of Rent or other good cause. Reasons for a lease termination may include but are not limited to:
 - failure to pay charges on the monthly Rent statement;
 - serious or repeated interference with the rights of other tenants or neighbors;
 - serious or repeated damage to the leased premises;
 - the creation of physical or health hazards;
 - serious or repeated violations of the terms of the lease;
 - MPHA determines that the tenant has gained admission or remained in occupancy because of the tenant's misrepresentation of income, assets, family composition, or information related to applicant screening criteria, including but not limited to applicant's misrepresentation of the need for or intent to participate in a Special Housing Program;
 - a Tenant living in an exclusively Assisted Living building who no longer avails themselves of the services provided;
 - any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, neighbors or public housing employees;
 - the Head of Household being absent from the unit longer than 90 days in a calendar year;
 - the Tenant Family being Over Income for 24 consecutive months;
 - permitting a person or persons not a member of the Tenant Family to reside in the unit including someone whose application has been denied; or
 - drug related criminal activity on or off the premises engaged in by a tenant, a member of the tenant's household, a guest or another person under the tenant's control or any other criminal activity on or off premises.
4. If MPHA terminates the lease, MPHA will give written notice as follows:
 - A. At least 14 days prior to termination for the non-payment of rent or as required by federal or state law or regulation, (see Table of Contents for Rent Collection Policy).
 - B. A reasonable time:
 - 1) depending on the seriousness of the situation;
 - 2) when a threat or act against the health or safety of other tenants, guests, neighbors or MPHA's employees or vendors or others exist or when the tenant violates the safety of the premises, or in the case of any drug related criminal of criminal activity; or

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- 3) for any lease violation for which the tenant is not entitled to the grievance procedure.
- C. Thirty calendar days prior to termination in all other cases.
- 5. Notice of termination to a tenant shall inform the tenant of: a) the reasons for the termination, b) whether the tenant has the opportunity to request the grievance procedure; and c) the tenant's right to examine documents relevant to the termination.

PART XII: TENANT GRIEVANCE

1. Purpose and Applicability
 - A. MPHA has established this grievance procedure in compliance with federal regulations. The purpose of the procedures is to permit tenants an opportunity for a hearing if the tenant disputes an MPHA action or failure to act under the tenant's lease with MPHA or federal regulations.
 - B. This grievance procedure applies to individual grievances as defined in Section 2. E (1) below, including complaints of a tenant and eviction for cause. The grievance procedure shall not apply to lease terminations for:
 - 1) non-payment of Rent except to dispute the amount of the Rent charged;
 - 2) any activity that threatens the health or safety of the premises, Tenant Family, other Tenants, neighbors, employees of MPHA or others;
 - 3) any drug-related criminal activity on or off the premises;
 - 4) any violent criminal activity on or off the premises; or
 - 5) any felony conviction.
 - C. Also, the grievance procedure does not apply to:
 - 1) disputes between tenants that do not involve MPHA;
 - 2) class grievances;
 - 3) grievances intended to initiate or negotiate policy changes;
 - 4) tenants who are denied a lease add-on because of occupancy standards or because MPHA has placed a moratorium upon placing highrise tenants on the Family Housing Unit transfer waiting list;
 - 5) a tenant who requests a reasonable accommodation or VAWA protection after the Formal Hearing for a lease termination for the purpose of contesting the results of the Formal Hearing, except when MPHA did not properly inform tenant of their right to request the reasonable accommodation or VAWA protection;
 - 6) the denial of a reasonable accommodation request when MPHA has terminated the lease for any reason under 1 B. 2), 3) 4) and 5) above.
 - 7) Any claim for monetary damages including but not limited to property or personal injury damages.
 - 8) issues that have been previously decided in another grievance hearing, judicial proceeding, quasi-judicial proceeding, or administrative proceeding involving the tenant and MPHA.
2. HUD Requirements
 - A. MPHA will adopt a grievance procedure affording each Tenant an opportunity for a hearing on a grievance as described above.
 - B. MPHA shall provide at least 30 days' notice to tenants and resident organizations setting forth proposed changes in the grievance procedure and will provide an opportunity to present written comments. MPHA will consider the comments before adopting any grievance procedure changes.

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- C. MPHA shall furnish a copy of the grievance procedure to each tenant and to resident organizations.
- D. MPHA shall consult with the Minneapolis Highrise Representative Council (MHRC) to compile a list of qualified Hearing Panel members. MPHA will consider recommendations from the MHRC prior to the appointment of a Hearing Panel member.
- E. Definitions

For purposes of this grievance procedure, the following definitions apply:

- 1) "Grievance" shall mean any dispute not listed in Sections 1B or 1C which a tenant may have with respect to MPHA's action or failure to act in accordance with the individual tenant's lease or MPHA policies, which violate the individual's, rights, duties, welfare or status. Adverse actions may include but are not limited to: lease terminations for cause, transfers for family composition, and imposition of charges for maintenance, repairs, and excess consumption of utilities.
- 2) "Complainant" shall mean any tenant whose grievance is presented to MPHA.
- 3) "Element of due process" shall mean an eviction action or a termination of tenancy in a state court in which the following procedural safeguards are required:
 - a) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.
 - b) Right of the tenant to be represented by counsel.
 - c) Opportunity for the tenant to refute the evidence presented by MPHA including the right to confront and cross-examine all witnesses and to present any affirmative legal or equitable defense, which the tenant may have.
 - d) A decision on the merits.
- 4) "Due Process Determination" shall mean a determination by HUD that state or local law requires that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit. HUD has issued a due process determination for the State of Minnesota. MPHA may evict tenants through the judicial eviction procedures and is not required to provide the opportunity for the grievance procedure for lease terminations listed in Section 1B or 1C.
- 5) "Hearing Panel" shall mean the officer(s) in charge of the hearing.

The Hearing Panel shall be three people except as stated below

- b) MPHA will appoint a one-person Hearing Officer from a specially trained group for the denial of a reasonable accommodation, VAWA protection, and the calculation of rent. Special training will be offered to Tenants and Property Management. MPHA may also appoint a one-person Hearing Panel for any formal or informal hearing as defined in Section 2. E(1) above in the event of a national pandemic or equivalent emergency as determined by MPHA or when less than three hearing officers are available, including but not limited to, when a conflict arises or exists with empaneled resident member(s), when there are less than three (3) active resident panelists in total, or when a resident panelist(s) fail to appear at the scheduled hearing.

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c) The hearing panel will be impartial person(s) appointed by MPHA. A Hearing Panel member shall not be a person or a subordinate of a person who made or approved MPHA's action under review. If a Hearing Panel officer knows or has information about the subject of the hearing the officer shall excuse their self from the hearing and the hearing will either continue with two Officers with the consent of the complainant or be promptly rescheduled. MPHA will consult with the resident organization before appointment of each hearing officer or panel member. Comments or recommendations submitted by the tenant organizations shall be considered by MPHA before the appointment.

6) "Notice" as used in Lease Section 4.D. is defined in the Definitions.

7) "Tenant" shall mean: (1) the person(s) who reside(s) in the unit and who executed the MPHA lease or is listed as Head(s) of Household in the MPHA lease or in a subsequent Lease Addendum, or if no such person now resides in the unit, (2) who resides in the unit and is the remaining Co-Head of Household of the tenant family residing in the unit.

8) "Resident Organization" includes a resident management corporation.

F. Informal Settlement Conference

The purpose of the informal conference is for the complainant and MPHA to:

- a) attempt to resolve grievances without a formal hearing; and
- b) evaluate the grievance and advise the complainant whether the grievance procedure applies.

2) Procedure

- a) The complainant or the complainant's representative, either orally or in writing, shall present to MPHA Area Management Office within 10 working days after the date of first written Notice, initiation of the action or failure to act, the basis of the grievance. Notwithstanding any other provision in the Lease or SOP to the contrary, reminders, monthly rent statements, lease termination letters or any other document referencing the first Notice, the initiation of the action or the failure to act (jointly event) does not create another opportunity to grieve the event. Although the grievance may be simply stated, it must specify:

the reasons for the grievance;
the action requested; and
the name, unit address and telephone number (if available) of complainant.

Within 10 working days after MPHA's receipt of the complainant's grievance, MPHA will contact the complainant to arrange a date for an informal settlement conference.

- b) Because this is an informal settlement conference, the only persons permitted to be present at this conference are the complainant, complainant's representative or counsel, appropriate members of the

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complainant's family, MPHA Management staff and counsel, or an individual who can assist the complainant in reaching a settlement.

- c) a tenant may present documentary and hearsay evidence at the informal settlement conference.
- d) Within 10 working days after the settlement conference, MPHA will give or mail a summary of the proceedings to the complainant and put a copy in the complainant's tenant file. The summary will include:
 - names and titles of participants;
 - date of the conference;
 - reasons for the conference;
 - proposed disposition of the grievance and the reasons therefor; and
 - specific steps by which a complainant may request a formal hearing, if appropriate.

The complainant may submit to MPHA a written response to the settlement conference summary, which shall be included in the complainant's tenant file.

- e) If MPHA offers a formal hearing and the complainant disagrees with MPHA's settlement decision, the complainant shall follow the procedures below to request a formal hearing. If the complainant is satisfied with the decision, MPHA and the complainant will abide by the decision.
- f) If a Tenant signs a Settlement Agreement as a result of the Informal Settlement Hearing process for a Lease Termination and does not comply with the terms of the Settlement Agreement, MPHA will continue the Lease Termination process at the Formal Hearing Stage, unless the Settlement Agreement provides otherwise.

G. Formal Hearing

The purpose of the formal hearing is to allow the complainant an opportunity to request a review of the informal settlement conference decision. The complainant has a right to be represented by counsel or another person chosen as a representative. When the hearing involves an eviction or termination of tenancy, the complainant is entitled to the basic elements of due process as defined in the Tenant Grievance Procedures. The formal hearing will be heard before a Hearing Panel.

1) Procedures for Obtaining a Formal Hearing

The complainant requested and attended an informal settlement conference as provided by this Part.

The complainant submits a written request for a formal hearing to MPHA Area Management Office within 10 working days after MPHA gives or mails to the complainant a written notice of the opportunity to request a formal hearing or the informal settlement conference decision.

The written formal hearing request must state:

- the reason(s) for the grievance;
- the action or relief sought;

the name, address and telephone number (if available) of the complainant;
and
the name, address and telephone number of complainant's representative, if
any.

2. Disputes Over Amount of Rent Due:

- a) Before a hearing is scheduled involving the amount of Rent, the Tenant shall pay the amount of Rent that MPHA states was due and payable in the month before the Tenant's act or failure to act occurred. The Tenant shall continue to pay that amount until the grievance is resolved.
- b) Thereafter, the complainant shall pay each month when normally due until the grievance is resolved by decision of the Hearing Panel.
- c) These requirements for payment of Rent may be waived by MPHA in extenuating circumstances and will be waived to appeal the denial of a Minimum Rent hardship or MTW hardship exemption.
- d) Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
- e) Failure to make such payments shall not constitute a waiver of any right the complainant may have to contest MPHA's disposition of the grievance in any appropriate judicial proceeding.

3) Scheduling the Hearing

- a) After the complainant complies with the above procedures, MPHA will mail or deliver written notice to the complainant or to the complainant's unit within 10 days from the receipt of the request for the hearing.
- b) The written notice will state the time, date, place and the Fair Hearing and Due Process, listed below, to the complainant and the Property Manager.

4) Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within 10 working days after the informal settlement conference, she/he waives the right to a formal hearing. MPHA's informal settlement conference shall be final, unless the complainant timely seeks judicial review.

5) Selection of Hearing Panel

The Hearing Panel will be impartial person(s) appointed by MPHA. The Hearing Panel member shall not be a person or a subordinate of such a person who made or approved MPHA's action under review. If a Hearing Panel member knows or has information about the subject of the hearing, he/she must excuse their self from the hearing and the hearing will either continue without the removed hearing officer(s) or be promptly rescheduled.

- 6) Fair Hearing and Due Process: The elements of a fair hearing and due process include; The opportunity to examine before the grievance hearing any MPHA documents, including records and regulations that are relevant to the hearing. The tenant may to copy any such document at the tenant's expense. The right to be represented by counsel, or other person chosen by the tenant and

to have such person make statements on the tenant's behalf. Any such counsel or representative will be at the tenant's expense.

The right to a private hearing unless the complainant requests a public hearing.

The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by MPHA or property management, and to confront and cross-examine all witnesses upon whose testimony or information MPHA relies.

A decision based only on the facts presented at the hearing.

7) Procedures Governing the Hearing, see Hearing Rules, Appendix J.

- b) Failing to appear at a scheduled hearing by either party without advanced notice or other good cause, will result in a waiver of the hearing. If good cause is shown, hearing will be rescheduled in a timely manner.
- c) The hearing shall be conducted informally by the Hearing Panel. Oral or documentary evidence relevant to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Panel shall require MPHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the Hearing Panel's directions may result in exclusion from the proceedings in a decision adverse to the interest of the disorderly party or the granting or denial of the relief sought.
- d) The complainant or MPHA may arrange, in advance and at the party's expense, for a transcript of the hearing.
MPHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include a qualified sign language interpreter, reader, accessible location or attendants. MPHA must also provide free interpreter services in accordance with the LEP plan. See MPHA's Limited English Proficiency (LEP) Policy.
If a Tenant makes a request for a reasonable accommodation at a hearing, MPHA may reschedule the hearing if the request is related to the reason for the hearing.
- g) As provided by the applicable hearing rules either party may make an audio recording of the hearing at their own expense. A video recording is not permitted.

Deleted: <#>The Hearing Panel may render a decision without proceeding with the hearing if the Hearing Panel determines that the issue has been previously decided in another grievance hearing, judicial proceeding, quasi-judicial proceeding, or administrative proceeding involving the tenant and MPHA.

Deleted: <#>If the complainant or MPHA fails to appear at a scheduled hearing, the Hearing Panel may postpone the hearing up to five business days or may decide that either party has waived the right to a hearing by failing to appear or contact MPHA to reschedule. Both the complainant and MPHA shall be notified of the Hearing Panel's determination. At the hearing, the complainant must first show an entitlement to the relief sought. Thereafter MPHA must sustain the burden of justifying MPHA's action or failure to act.

8) Decision of the Hearing Panel

- a) The Hearing Panel shall prepare a written decision, together with the reasons therefore, within 10 working days after the hearing. A copy of the decision shall be sent to the complainant and MPHA. MPHA shall retain a copy of the decision in the tenant file and in a master file.
- b) The decision of the Hearing Panel shall be binding on MPHA which shall take actions, or refrain from actions, reasonable and necessary to carry out the decision unless MPHA's Board of Commissioners determines that:

The grievance does not concern MPHA's action or failure to act in accordance with the complainant's lease or MPHA duties. Grievances must concern a threat to the complainant's rights, duties, welfare or status within the scope of these regulations.

The decision of the Hearing Panel is contrary to applicable Federal, State or local law, HUD regulations ordinance or requirement of the annual contributions contract between HUD and MPHA. A decision by the Hearing Panel or Board of Commissioners in favor of MPHA, or which denies the relief request by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant or MPHA may have to judicial review in any judicial proceedings.

The Board of Commissioners will review the matter within the next two Board meetings. MPHA will notify the Tenant of the date of the Board review and will send the Board decision to the Tenant within ten days.

- H. Administrative Expense
MPHA shall provide the required space, secretarial services and funds for administrative expenses for the Hearing Panel. This may include reimbursement for the reasonable expenses of Hearing Officers.
- I. Review and Amendment of Policies
The Grievance Procedure may be reviewed and changed by the Commissioners of MPHA after tenants and tenant organizations have had at least 30 days to review and provide written comments.

PART XIII: COMMUNITY SERVICE

1. GENERAL

In order to be qualified and eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

2. EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement:

Family members who are 62 or older.

Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.

Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.

Family members engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

1. Unsubsidized employment;
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job-training;
6. Job-search;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
12. The provision of childcare services to a Tenant who is participating in a community service program.

Family members who are exempt from work activity under part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.

Family members receiving assistance, benefits or services under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

Those that meet requirements under a State program funded under Part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

3. NOTIFICATION OF THE REQUIREMENT

The MPHA shall identify all adult family members who are apparently not exempt from the community service requirement.

The MPHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The MPHA shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first scheduled reexamination on or after October 1, 2003. For families paying a Flat Rent, the obligation begins on the date their scheduled reexamination would have been effective had a scheduled reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent scheduled reexamination.

4. VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance Tenant self-sufficiency, and/or increase the self-responsibility of the Tenant within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

5. THE PROCESS

At each scheduled reexamination thereafter, the MPHA will do the following:

Provide a list of volunteer opportunities to the family members.

- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

6. NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The MPHA will notify any family found to be in noncompliance of the following:

That the family member(s) has been determined to be in noncompliance;

That the determination is subject to the grievance procedure; and

That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

7. OPPORTUNITY FOR CURE

The MPHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the Tenant shall at the same time stay current with that year's community service requirement. The first hours a Tenant earns goes toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the MPHA shall take action to terminate the lease.

8. PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the community service requirement, the MPHA may not substitute community service or self-sufficiency activities performed by Tenants for work ordinarily performed by its employees or replace a job at any location where Tenants perform activities to satisfy the service requirement.

PART XIV: PARKING POLICY

PARKING POLICY (Highrise)

1. **GENERAL STATEMENT** – The Minneapolis Public Housing Authority is interested in providing a fair parking policy to all highrise Tenants. It is understood that no two highrises have exactly the same needs, Tenants, facilities, etc., and that MPHA is not obligated or able to provide parking for all Tenants and guests. However, MPHA has attempted to have a flexible and equitable policy that meets the needs of both the Tenants and the management staff. All parking lots must conform to Federal handicapped accessibility laws and statutes as well as city ordinances. All parking lot decisions are subject to the final approval of the Property Manager. Tenants who want to park their car in the building parking lot must obtain a parking permit from the Property Manager and be in compliance with Section 6 listed below. MPHA will distribute only one parking permit per Tenant family. Commercial vehicles are not permitted to park in the parking lot unless it is a one ton or smaller automobile, owned by the Tenant, properly registered with Management and is the Tenant's principle vehicle.

VOTING PROCESS – Each resident council will vote on the type of parking the building will have. The voting process must have the following components:

Notices posted in prominent places within the building advertising that a vote on the parking lot choices will be taken that includes the date, time, and place of the vote. Notices will be posted ten days prior to the voting day.

Votes may be taken by secret ballot at a resident council meeting or by handing out ballot on a door-to-door basis, or by reporting to a designated place to cast an individual Tenant's vote.

3. **PARKING CLARIFICATIONS** – All handicapped parking will be assigned regardless of the vote of a particular building in order to comply with all Federal, State and local handicapped accessibility laws. Tenants will be allowed to vote on the following parking lot choices:

Open Tenant Parking – One parking permit will be issued to each Tenant household owning a motor vehicle in compliance with Section 6 listed below. Tenants who own a vehicle, have mobility impairments, need accessible parking, and have a valid Minnesota Handicapped Parking Permit are entitled to have a reserved parking space adjacent to the accessible entrance or in another area that will provide equal or greater accessibility to the property. If there is adequate space, Tenants may also vote on whether to allow a visitor parking area in the lot. All visitor parking must conform to the Visitor Parking Regulations and be in conformance with ADA requirements. If space does not permit, this will not be an option.

Restricted Tenant Parking – Resident councils may request, subject to MPHA Property Manager's approval, that if sufficient parking spaces are not available for all households owning vehicles, that parking permits be issued to only the number of households for which space is available. If Restricted Parking is approved, upon the initial restriction of a parking lot, and there is insufficient parking for all of the Tenants, those Tenants who are entitled to the accessible parking shall be given the first available parking space permits. The remainder of the parking space shall be issued on the basis of Tenant move-in date. Thereafter, permits will be issued on the basis of the date of the request. Management may need to maintain a waitlist for parking spaces. Those with the earliest request date will receive their parking permits first after all

eligible handicapped Tenants have been assigned in accordance with accessibility laws. Tenants who have mobility impairments, need accessible parking, and have a valid Minnesota Handicapped Parking Permit, are entitled to have a reserved accessible parking space adjacent to the accessible entrance or in another area that will provide equal or greater accessibility to that property.

- C. **Assigned Parking** – Resident Councils may request, subject to MPHA Property Manager approval, that specific parking spaces at a building be assigned to individual Tenants. Upon the initial assignment of parking spaces, those Tenants who are entitled to the accessible parking shall be given the first available parking space permits. The remainder of the parking spaces shall be issued on the basis of Tenant move-in date. Thereafter, permits will be issued on the basis of the date of the request. Management may need to maintain a waitlist for parking spaces. The Property Manager will be responsible for the assignment of parking places according to date the Tenant meets the criteria for an assigned spot in accordance with this policy see number 6 below. Tenants who have mobility impairments, need accessible parking and have a Minnesota Handicapped Parking Permit, shall be assigned a space located adjacent to the accessible entrance or another area that provides equal or greater accessibility to the property.

4. **VISITOR PARKING** - All Tenants are responsible for communicating the parking lot rules to their guests and service-providers. Parking for visitors must be in accordance with ADA, MN State Building Code, Chapter 1340. When parking spaces are provided for self-parking by visitors, then there must be spaces reserved for visitors who have handicapped parking permits. Each “standard” accessible parking space must be at least 8 feet wide and have an access aisle that is at least 5 feet wide. Each “van accessible” parking space must be at least 8 feet wide and have an access aisle that is at least 8 feet wide. Two handicapped parking spaces can share an access aisle. These spaces are to be located as close as possible to an accessible entrance. One in every eight accessible spaces, but not less than one, must be “van accessible.” Following are the minimum number of required accessible spaces:

Total Parking in Lot	Required Minimum Number of Accessible Spaces	Required Minimum Number of Van Accessible Spaces
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1

Each accessible parking space must have a sign with the white international wheelchair symbol on a blue background that indicates a permit is required, and that there is a fine of up to \$200 for violators. Also, the van accessible spaces are to have an additional sign indicating the space is “van accessible.” The 8-foot wide access aisle adjacent to the van accessible parking space should have a sign posted, “No Parking, Access Aisle.”

Handicapped staff must also be accommodated under this policy. All staff is required to park in conformance with this policy.

5. **PASSENGER LOADING ZONES** – If passenger loading zones are provided, they shall have an access aisle that is at least 5 feet wide and 20 feet long, adjacent and parallel to the vehicle pull-up space, then a curb ramp shall be provided.
6. **REGISTRATION OF VEHICLES** – In order to be eligible to park in the highrise parking lot Tenants must meet the following requirements:
 - A. Tenant must have a valid Minnesota driver's license and current insurance coverage. If Tenant's insurance lapses they must immediately return the parking permit to the Property Manager and are prohibited from parking in the lot.
 - B. Tenants must own the vehicle being registered for parking and prove ownership by providing the manager with the vehicle registration and proof of insurance, in the Tenant's name. Tenants may **not** register a relative or friend's car.
 - C. The car must have a valid Minnesota license plate and current license tabs in accordance with the State of Minnesota laws and local ordinances. Tenants registering a vehicle with out-of-state plates must be in compliance with the State of Minnesota vehicle registration provisions within the allotted state timeline of sixty days.
 - D. The car must be in operable condition and be able to run at all times.
 - E. Tenants are responsible for advising the property manager if they sell or change vehicles.
7. **REMOVAL OF VEHICLES FROM HIGHRISE PARKING LOTS** – The MPHA may remove vehicles not in conformance with these standards, vehicles posing a threat or safety hazard, vehicles creating obstructions, and for other reasons deemed necessary by the Property Manager. Random checks of the parking lot will be conducted and any vehicle not in compliance with this policy will be towed at owners' expense. The cost for such removal will be the responsibility of the vehicle owner. Vehicles will be removed according to the following:

MPHA parking lots are monitored for parking violations. Vehicles parked in restricted and assigned lots without proper permission will be towed, without notice or warning, at the vehicles owner's or Tenant expense.

Vehicles which do not display an appropriate parking permit, are parked in traffic lanes, or "No Parking" areas, or are parked in violation of the Parking Regulations, are to be referred for towing by the appropriate MPHA staff person or contracted monitoring company.

Inoperable motor vehicles must be repaired or removed from the parking lots or be subject to towing by the MPHA at the vehicle owner's expense. Managers should generally give Tenants a minimum of one working day and no more than five working days to remove the vehicle in question commensurate with D below.

Upon posting in the building, Tenants are responsible for removing their vehicle for snowplowing or parking lot maintenance. Vehicles not removed may be tagged and charged per the Sales and Service Schedule or towed by the MPHA at the owner's expense.

Warning notices should be used whenever possible prior to towing a vehicle out of an MPHA parking lot. Managers or others authorized to conduct towing should attempt to contact a vehicle owner by posting a vehicle with warning notices and Tenants should contact the Manager immediately upon receiving the towing notice to make arrangements for the removal of the vehicle or to arrange to get the vehicle into immediate compliance with this policy. The exception to this is when a vehicle presents a hazard such as leaking gas or is parked in a manner that blocks emergency routes, etc.

Managers must contact the MPHA's designated towing contractor after the warning time has lapsed on the towing notice and if the Tenant has not responded to the warning and made the necessary arrangements to handle the vehicle. Managers should indicate the color, make and license plate number and the current location of the vehicle. Ask the dispatcher for the arrival time of the tow truck. Managers should make arrangements to meet the tow truck to sign the towing authorization form.

Individual Tenants do not have the right to tow other cars. Tenants who find another vehicle in their parking space must advise the Property Manager of the vehicle make, model and color as well as the license plate, date and time of the violation. Reports may also be made to Security Guards, if present, but reports should be made directly to the Property Manager as well.

Tenants who intend to be away from their unit are still responsible for adhering to this policy. Tenants who will be away on vacation, in the hospital, etc. should authorize another person to look after their vehicle and be prepared to remove the vehicle in the event of snowplowing, hazards, or parking lot repairs. Failure to designate a responsible person or failure of the designated person to look after a Tenant's car does not exempt that vehicle from being towed at the owner's expense.

With the RPM's approval, the PM may call 651-201-7000 and make arrangements to go to St. Paul to the Department of Public Safety to have a name and address search done on a vehicle, if necessary. The Department of Public Safety does charge for this service and managers should avoid this step if at all possible. Due to Data Privacy restrictions, the Minneapolis Police Department is unable to give managers this information from patrol car computers.

8. **CAR REPAIRS** – The Tenant may be allowed, at Management's discretion, to make limited repairs to the Tenant's registered car. Such repairs will not involve the removal of fluids or the major mechanical parts and must be in accordance with City codes and ordinances.

PARKING POLICY (FAMILY HOUSING UNITS)

CAR OWNERSHIP –

Tenants of Family Housing Units must meet the following requirements:

- A. Tenants must own the vehicle and have the title in their names, have a current Minnesota driver's license and current insurance coverage.

1. Tenants of the Glendale Townhomes must register for parking and prove ownership by providing the manager with the vehicle registration in the Tenant's name. Tenants may **not** register a relative or friend's car. Each household may have a maximum of 2 vehicles. There must be a licensed driver, who is a household member, for each vehicle.
- B. The car must have a valid license plate and current license tabs in accordance with Minnesota State and local ordinances.
- C. The car must be in operable condition and be able to run at all times.

PARKING AREAS – Cars may be parked only in the designated spots for a Tenant's particular unit. Cars and other vehicles may not be parked on the lawn.

CAR REPAIRS – Tenants may not make repairs to their vehicles including changing oil or replacing mechanical parts.

TOWING – The MPHA reserves the right to tow all vehicles without notice if they present a hazard or otherwise jeopardize the safety of others. In the event that a Tenant's vehicle does not meet the requirements of this procedure MPHA will tow the Tenant's vehicle at the owner's expense.

PART XV: POST ORDERS**1. SIGN IN PROCEDURES WHEN A STATIONARY GUARD IS ON DUTY**

- A. Each guest who is 18 years old or older shall show a valid picture ID or other official identification card. Acceptable forms of ID include: Current and valid state issued driver's license, state issued ID, or a passport; if the person doesn't have a state issued ID another form of picture ID plus a birth certificate or other valid verification of date of birth will be accepted. Health care attendants or other people entering the building in a work capacity must show their work ID. If they do not have a valid work ID, they must follow the procedure for guests entering the building.
- B. A Tenant may not vouch for a guest who is 18 years old or older.
- C. Check Trespass List. If the guest is on the Trespass List, ask the guest to leave and write up an incident report. A Tenant who has an "order of protection" or a "no contact order" may provide MPHA with a copy of the order to have the person trespassed from an MPHA property.
- D. Each guest shall state the name of the Tenant whom the guest wants to visit and the Tenant's apartment number. The Tenant must be listed on the Tenant roster. (Note new Tenants may move in everyday).
- E. Guard shall legibly print the name of each guest and the Tenant whom the guest is visiting and the Tenant's apartment number on the sign-in log.
- F. A guest who is under 18 years old must be with an adult.
- G. A guest who is under 18 years old and who is not with an adult shall not be let in the building until an adult Tenant meets the minor at the entry and takes the minor to the unit. If no adult meets the minor, ask the minor to return to the entry to again call the Tenant. If no adult Tenant meets the minor, call dispatch and write up an incident report.
- H. If any person does not follow these rules, the guard shall call dispatch and write up an incident report. The guard shall not confront the person. Put a copy of the incident report under the door to the management office at the end of your shift.
- I. Property Management shall follow-up to determine if the person should be trespassed from the Premises.

Deleted: Put a copy of the incident report under the door to the management office at the end of your shift

2. USE OF PHONE ENTRY SYSTEM

- A. The buzz in by the phone entry system will be shut off at (the time determined by MPHA and the building resident council) (but no later than 11:00 p.m.) and there will be no ability to buzz in a guest.
- B. The buzz in by the phone entry system will be turned on at a time determined by MPHA.
- C. When the buzz in by the phone system is shut off, the guest may use the phone entry system to call a Tenant and the Tenant shall go to the lobby to let in the guest.

3. RESTRICTING GUEST ACCESS

In the event of a national pandemic or equivalent emergency as determined by MPHA based upon guidance and recommendations from state, local, and federal agencies and health departments, MPHA may limit or deny access to guests within all or specifically designated high rise buildings as is necessary to address the emergency or protect the health, safety, and right to peaceful enjoyment of the residents. No limitation or restriction would prohibit guests who are providing essential care or direct professional services (personal care assistant or home health aide) to a resident or who are delivering necessary supplies and services, nor would it restrict first responders and medical professionals.

4. ROVING GUARD ON PATROL

The guard shall patrol each building as designated by MPHA management.

5. RESPONSE TO INCIDENTS

- A. The guard shall not confront any person to take any action that may result in injury or bodily harm to the guard or any other person.
- B. For SERIOUS incidents that are life threatening or involve bodily harm, the threat of bodily harm or major property damage, the guard shall call 911 and dispatch.
- C. The guard shall also write up an incident report.
- D. For all other incidents, the guard shall call dispatch (but not 911) and write up an incident report.
- E. A guard may ask a non-Tenant to return a key tag to the guard, if MPHA did not okay the use of the key tag. (Management should give to the guard, a list of persons other than Tenants who are authorized to use the key tag. If the person is not a Tenant and is not on the authorized list, the guard may take the key tag.)

If a guard has a question on any matter, the guard should call dispatch or the property manager.

RULES OF CONDUCT

- 1. Do not bring TV's, radios, boom boxes, handcuffs, mace, guns knives, weapons or anything similar on MPHA property during your shift.
- 2. Always wear your nametag on your chest.
- 3. Keep your post or area clean. Clean it every day.
- 4. Do not accept food, gifts or presents from Tenants.
- 5. No personal phone calls while on duty.
- 6. No socializing with Tenants, guests or others while on duty or on break.
- 7. Do not enter a Tenant's apartment while on duty or on break.
- 8. Keep sign-in logs, incident reports, rosters, Trespass List or other MPHA documents confidential. If you have questions talk to MPHA management or dispatch.
- 9. Treat Tenants and guests with respect and courtesy.
- 10. Do not confront any person or take any action that may result in injury or bodily harm to the guard or any other person.

11. If you confiscate a key tag from a non-Tenant, immediately notify your supervisor who will report it to MPHA management. Return the key tag to MPHA management as soon as possible or the next business day.
12. At the end of your shift, please put away all of your equipment.
13. Keep entrance doors shut. Do not allow the doors to be propped open.
14. Return lost or stolen goods to MPHA management as soon as possible or on the next business day.

PART XVI: NO SMOKING

BACKGROUND

Since 1994, MPHA has banned smoking in all MPHA offices and the common areas of the residential buildings. In 2013, MPHA instituted a smoking ban inside all highrise housing. Beginning August 1, 2018, HUD's "Smoke-free public housing" rule bans smoking in and around all public housing properties nationwide. MPHA's adoption of this No Smoking Policy does not make MPHA or any of its managing agents the guarantor of the smoke-free condition of the tenant's unit and the common areas. MPHA cannot and does not warranty or promise that properties or common areas will be free from secondhand smoke.

Smoking includes but is not limited to the ignition and burning of cigarettes, cigars, pipes, hooks, waterpipes, tobacco, incense products or other plant products, and use of e-cigarettes.

PROHIBITED AREAS

Certain prohibitions apply to all MPHA buildings and facilities. Additional restrictions apply to designated Smoke-Free Properties. A temporary exception for certain Family Properties applies until August 1, 2018.

Smoke-Free Properties: Smoking is prohibited in all indoor areas, which include but are not limited to apartments, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms and all outdoor areas. The Smoke-Free Properties are: 350 Van White Memorial Boulevard, 901 4th Ave N., 1015 4th Ave N., 710 2nd St N.E., 616 Washington St N.E.

Family Housing Units: Starting August 1, 2018, smoking is prohibited in all indoor areas (as described above) and within 25 feet of the structure unless the property line is less than 25 feet from the structure, smoking is permitted at the property line.

All other properties, including MPHA administrative buildings: Smoking is prohibited in all indoor areas (as described above) and all outdoor areas except where there is a designated smoking area. Designated smoking areas will be clearly marked and will be at least 25 feet from the building. All smokers in designated smoking areas must dispose of smoking materials in proper receptacles.

All tenants shall sign a lease addendum to comply with the smoking prohibitions and agree to smoke only off the property or in the outdoor designated area. Tenants are responsible for the behavior of their guests and violations by guests are considered a violation of the Tenant's lease.

PART XVII: PET POLICY

HIGHRISE APARTMENTS

1. PERMITTED PETS

Only one cat or one dog weighing no more than 25 pounds; or two caged birds; or an aquarium of thirty gallons or less for fish only; or two caged gerbils or hamsters will be allowed in a highrise unit. Tenants must be lease compliant to have a pet. MPHA may terminate the lease of Tenants who violate this policy.

2. PROHIBITED PETS

Only domesticated pets will be allowed. Pets of a vicious or aggressive disposition will not be permitted. Doberman Pinchers, Pit Bulls, Rottweilers, Chow, boxer breeds and German Shepherds, including mixed breeds of those mentioned, as well as live stock (including chickens and roosters), goats, reptiles, rodents, ferrets, birds of prey, pigeons, doves, Mynah birds, psittacine birds, other species that are host to the organisms causing psittacosis in humans and poisonous fish are prohibited. **64.110. Dangerous and potentially dangerous animals.** Minneapolis Animal Care and Control is authorized to deem any animal as a dangerous animal or a potentially dangerous animal subject to the requirements under this Code and under Minnesota State Statute 347.50 subdivision (2), Dangerous Dogs and Minnesota State Statute 347.50 subdivision (3) potentially dangerous dogs. The owner or custodian of the animal must immediately comply with the confinement requirements as defined in this ordinance, even if appealing the declaration.

No “guest” pets are allowed on any MPHA property.

3. ASSISTANCE ANIMALS

a. Definition. An assistance animal, often referred to as a “service animal,” “assistant animal,” “support animal,” or “therapy animal” is not a pet and therefore is not subject to the Pet Policy except as otherwise indicated herein. An assistance or service animal is an animal that provides assistance, services or support to a person with a qualified disability and which is needed as a reasonable accommodation to such an individual. See Reasonable Accommodation Policy. Such animal works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability (for example a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

b. Approval of Assistance Animals. This subsection applies to assistance animals only. Tenants or applicants with a qualified disability are permitted to have an assistance animal, if such animal is necessary as a reasonable accommodation for their disabilities. There must be a relationship between an individual’s disability and the assistance the animal provides. If it is not obvious that someone requesting the right to an assistance animal is disabled, or that there is a disability-related need for the animal, supporting documentation may be required from your healthcare provider. (See Reasonable Accommodation Policy).

An assistance animal does not need to be specially trained, unless the service it provides to its owner requires specialized training. Emotional assistance animals, for example, do not require specialized training. There is no size or breed restrictions on assistance animals; however, the animal must be

registered and follow sections 4, 5, 6, 7, 8, 9, and 10 of this section, except there will be no pet deposit. Although a pet deposit is not required, reasonable fees or fines may be assessed for any property damage caused by the animal. A person requesting an assistance animal must complete the Assistance Animal Lease Addendum form.

c. Care and Handling of Assistance Animals. Assistance animals must be cared for in a manner that complies with state and local laws. MPHA may deny access to an assistance animal that poses a direct threat to the health and safety of others or causes substantial physical damage to the building, unit, or property of others that cannot be eliminated or reduced by a reasonable modification of other policies, practices or procedures.

4. PET REGISTRATION

All dogs and cats must be registered with MPHA before they can be permitted in a highrise. Registration requires proof the animal has been:

- A. Vaccinated by a licensed Veterinarian for rabies, parvovirus, distemper, heartworm and other vaccines appropriate for the species
- B. Spayed (female animals) or neutered (male animals).
- C. Copy of city license
- D. Completed pet policy form

Registration also requires that pet owners identify no less than one local emergency contact who will care for the pet in the event the owner is unable to do so. Updated emergency contacts and proof of licensing/inoculations must be provided to MPHA annually at the time of Tenant re-exams and re-certification.

The pet deposit amount: \$75.00 except for units with carpet where the pet deposit is \$150.00.

Pet deposits will be held by MPHA until the Tenant moves out or no longer owns or keeps a pet in the highrise. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the premises. Amounts necessary to repair any such damage will be deducted from the pet deposit.

A new Tenant who owns a dog or cat will make this known at the time of application and will complete the pet's registration before the dwelling lease is signed.

5. PET INOCULATION AND IDENTIFICATION

Dogs must be re-inoculated against rabies according to Veterinarians recommendations or city codes. Animals must wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Tenant must give a copy of inoculation record to management.

6. PET-RELATED LIABILITY INSURANCE

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another Tenant, a highrise visitor, or an agency or employee of MPHA. Therefore, it is strongly recommended that Tenants who own a dog or cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.

7. PET CONTROL REQUIREMENTS

Out of concern and respect for Tenants who are allergic to animals or suffer from respiratory illnesses, no pets will be allowed in the community spaces, including lobbies, sitting rooms, game rooms, rest rooms, laundry rooms, and offices of all highrises. However, pets may be in the community spaces on a leash no longer than six (6) feet or in a kennel if your unit is being treated for pest control. Escorted dogs and cats are permitted in hallways, elevators, and entryways only for the purpose of passing through. The foregoing does not apply to animals trained and certified to assist the handicapped or disabled. In buildings with balconies, balcony areas are off-limits to all pets.

Outside their apartments, pet owners must at all times keep dogs and cats on a leash no longer than six (6) feet. The pet must be under control at all times. The owner must walk the animal well away from the building entrances and must promptly and properly dispose of any fecal matter as required by City Ordinance.

Pet owners shall not permit any disturbances by their animals, which interfere with the peace of the other Tenants, MPHA employees, neighbors or others. Pets will be physically controlled or confined during the times when MPHA employees must enter the apartment to conduct business or make repairs. No pet will be taken into the apartment of another Tenant without the explicit approval of that Tenant.

Each pet owner must take adequate precautions to prevent or eliminate any pet odors within or around the owner's apartment. Any damages caused to MPHA property by a pet will be charged to the owner; this includes, but is not limited to, odors and scratch marks.

8. UNATTENDED OR IMPROPERLY CARED FOR PETS

If any pet is left unattended and it is determined by MPHA that the pet is in distress or is suffering from lack of care, or if the pet is causing a disturbance to others, MPHA may, at its sole discretion, enter the pet owner's apartment, and remove the pet and deliver it or cause it to be delivered to the proper authorities. MPHA accepts no responsibility for the pet under such circumstances. The Tenant shall be responsible for all costs and fees related to the pet's removal.

If it is determined by MPHA that a pet owner is no longer capable of properly caring for a pet, MPHA may, at its sole discretion, require that the pet be removed from the owner's immediate possession and control.

9. PET BATHING AND LAUNDRY RESTRICTIONS

Bathing of pets will not be permitted in highrise laundry rooms or tub/shower rooms.

10. CITY ORDINANCE

Pet or Assistance Animal owners must observe all State laws and Minneapolis City Ordinances related to pets.

11. PET POLICY VIOLATIONS

If a pet or Assistance Animal causes harm to any person or property, the pet's owner will be required to permanently remove the pet from the highrise within twenty-four (24) hours of written

notice from MPHA and provide verifiable proof of where the animal resides. Said pet owner may also be subject to termination of his or her dwelling lease.

Complaints arising out of alleged violations of the policy are to be reported to the site manager.

PET POLICY-FAMILY HOUSING UNITS

1. PERMITTED PETS

One cat or one dog weighing no more than 25 pounds; or two caged birds; an aquarium of thirty gallons or less for fish only; or two caged gerbils or hamsters. Tenant must be lease compliant to have a pet. MPHA may terminate the lease of Tenants who violate this policy.

2. PROHIBITED PETS

Only domesticated pets will be allowed. Pets of a vicious or aggressive disposition will not be permitted. Doberman Pinchers, Pit Bulls, Rottweilers, Chow, boxer breeds and German Shepherds, including mixed breeds of those mentioned as well as live stock (including chickens and roosters), goats, reptiles, rodents, ferrets, birds of prey, pigeons, doves, Mynah birds, psittacine birds, other species that are host to the organisms causing psittacosis in humans and poisonous fish are prohibited. **64.110. Dangerous and potentially dangerous animals.** Minneapolis Animal Care and Control is authorized to deem any animal as a dangerous animal or a potentially dangerous animal subject to the requirements under this Code and under Minnesota State Statute 347.50 subdivision (2), Dangerous Dogs and Minnesota State Statute 347.50 subdivision (3) potentially dangerous dogs. The owner or custodian of the animal must immediately comply with the confinement requirements as defined in this ordinance, even if appealing the declaration.

No cats or dogs will be allowed at Glendale Townhomes.

No “guest” pets are allowed on any MPHA property.

3. ASSISTANCE ANIMALS

a. Definition. An assistance animal, often referred to as a “service animal,” “assistant animal,” “support animal,” or “therapy animal” is not a pet and therefore is not subject to the Pet Policy except as otherwise indicated herein. Tenants and tenant guests are permitted to be accompanied by assistance animals as defined herein and in accordance with this policy. An assistance animal or service animal is an animal that provides assistance, services, or support to a person with a qualified disability and which is needed as a reasonable accommodation to such an individual. See Reasonable Accommodation Policy. Such animal works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability (for example a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

b. Approval of Assistance Animal. This subsection applies to assistance animals only. Tenants or applicants with a qualified disability are permitted to have an assistance animal, if such animal is necessary as a reasonable accommodation for their disabilities. There must be a relationship between an individual’s disability and the assistance the animal provides. If it is not obvious that someone requesting the right to an assistance animal is disabled, or that there is a disability-

related need for the animal, supporting documentation may be required from your healthcare provider. (See Reasonable Accommodation Policy).

An assistance animal does not need to be specially trained, unless the service it provides to its owner requires specialized training. Emotional assistance animals, for example, do not require specialized training. There is no size or breed restrictions on assistance animals; however, the animal must be registered and follow sections 4, 5, 6, 7, 8, 9, and 10 of this section, except there will be no pet deposit. Although a pet deposit is not required, reasonable fees or fines may be assessed for any property damage caused by the animal. A person requesting an assistance animal must complete the Assistance Animal Lease Addendum form.

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c. Care and Handling of Assistance Animals. Assistance animals must be cared for in a manner that complies with state and local laws. MPHA may deny access to an assistance animal that poses a direct threat to the health or safety of others or causes substantial physical damage to the building, unit, or property of others that cannot be eliminated or reduced by a reasonable accommodation of other policies, practices or procedures.

4. PET REGISTRATION

All dogs and cats must be registered with MPHA before they can be permitted in a Family Housing Unit. Registration requires proof the animal has been:

- A. Vaccinated by a licensed veterinarian for rabies, parvovirus, distemper, heartworm and other vaccines appropriate for the species
- B. Spayed (female animals) or neutered (male animals).
- C. Copy of city license
- D. Completed pet policy form

Registration also requires that pet owners identify no less than one local emergency contact who will care for the pet in the event the owner is unable to do so. Updated emergency contacts and proof of licensing/inoculations must be provided to MPHA annually at the time of Tenant re-exams and re-certification.

The pet deposit amount \$75.00 except for units with carpet where the pet deposit is \$150.00.

Pet deposits will be held by MPHA until the Tenant moves out or no longer owns or keeps a pet. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the premises. Amounts necessary to repair any such damage will be deducted from the pet deposit.

A new Tenant who owns a dog or cat will make this known at the time of application and will complete the pet's registration before the dwelling lease is signed.

5. PET INOCULATION AND IDENTIFICATION

Dogs must be re-inoculated against rabies every twenty-four (24) months and cats every (12) months. Animals must wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Tenant must give a copy of inoculation record to management.

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6. PET-RELATED LIABILITY INSURANCE

A pet owner may be liable for any injury or damage his or her pet causes to the person or property of another Tenant, a neighbor or visitor, or an agent or employee of MPHA. Therefore, it is strongly recommended that Tenants who own a dog or cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.

7. PET CONTROL REQUIREMENTS

Outside their units, pet owners must at all times keep dogs and cats on a leash no longer than six (6) feet. The pet must be under control at all times. The owner must promptly and properly dispose of any fecal matter as required by Minneapolis City Ordinance.

Pet owners will not permit any disturbances by their animals, which interfere with the peace of the neighbors, MPHA employees or others. Pets will be physically controlled or confined during the times when MPHA employees must enter the unit to conduct business or make repairs.

Each pet owner must take adequate precautions to prevent or eliminate any pet odors within or around the owner's unit. Any damages caused to MPHA property by a pet will be charged to the owner; this includes, but is not limited to, odors and scratch marks.

8. UNATTENDED OR IMPROPERLY CARED FOR PETS

If any pet is left unattended and it is determined by MPHA that the pet is in distress or is suffering from lack of care, or if the pet is causing a disturbance to others, MPHA may, at its sole discretion, enter the pet owner's unit, and remove the pet and deliver it or cause it to be delivered to the proper authorities. MPHA accepts no responsibility for the pet under such circumstances.

If it is determined by MPHA that a pet owner is no longer capable of properly caring for a pet, MPHA may, at its sole discretion, require that the pet be removed from the owner's immediate possession and control.

9. CITY ORDINANCE

Pet owners must comply with all Minneapolis City Ordinances related to pets.

10. PET POLICY VIOLATIONS

If a pet or Assistance Animal causes harm to any person that cannot be immediately eliminated or mitigated, the pet's owner will be required to permanently remove the pet from the unit within twenty-four (24) hours of written notice from MPHA and provide verifiable proof of where the animal resides. Said pet owner may also be subject to termination of his or her dwelling lease.

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PART XVIII: RENT COLLECTION POLICY

1. RENT

- A. Rent is due and payable in full on or before the first of each month. Tenant shall mail a check or money order using the return envelope provided with the bottom portion of the statement. Tenant should not mail cash.
- B. Retroactive Rent is Rent and is due and collectable 30 days after MPHA gives written notice to the Tenant of the amount of Retroactive Rent that is owed, unless the Tenant and MPHA sign a lease addendum in the form of a Formal Repayment Agreement.
- C. If the Tenant does not pay the Rent; MPHA will mail a notice of lease termination to the Tenant which will provide the tenant with at least 14-days' notice. Tenant shall pay all Rent that is owed. Also, Tenants who have received a lease termination notice for nonpayment of rent must pay ALL Rent owed by cashier's check or money order at MPHA's Rent Collections Department. MPHA's acceptance of a partial payment of Rent, is not a waiver of MPHA's right to terminate the lease for cause or non-payment of Rent.

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2. COURT EVICTION ACTIONS

- A. If the Tenant does not pay the Rent by the date stated on the lease termination notice; MPHA will file an Eviction Action in court for the Rent owed. The court will hold an Eviction Action hearing and may issue a Writ of Recovery to recover the premises within 24 hours of the court's decision.
- B. After MPHA files an Eviction Action, the Tenant must pay all Rent owed, the court filing fee and the fee for serving the Eviction Action, and other awarded fees or costs. The failure to timely pay Court Ordered Fees or costs is grounds to evict.
- C. In an Eviction Action MPHA in its sole discretion may permit a tenant who is otherwise lease compliant, to sign a court approved settlement agreement to pay all Rent that is due and owing and all court, filing and service fees or other awarded fees and costs (fees). For purpose of this Part lease non-compliance may be shown by a written warning of a lease violation from MPHA within the last 180 days or a pending or unresolved lease termination notice for cause.
- D. Tenants who are not otherwise lease compliant or who had two prior eviction actions for non-payment of Rent in the last 24 months must pay all rent and fees within eight calendar days of the court hearing.
- E. MPHA may terminate the Lease for cause when a Tenant has had two valid Eviction Actions for non-payment of Rent within four consecutive months or of three valid Eviction Actions for non-payment of Rent in 12 consecutive months. In these Lease terminations, the Tenant may not cure the lease termination or the resulting eviction by paying the Rent or fees. However, if the Tenant is evicted, Tenant will owe the Rent and fees to MPHA.
- F. After MPHA obtains a Writ of Recovery, the Tenant may cure the Eviction Action by obtaining a court order to quash the Writ as permitted by law and regulation. MPHA may permit a Tenant who is otherwise lease compliant, to cure the Eviction Action by paying all Rent and court filing,

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service and sheriff fees and other court awarded fees and costs that are owing. Even if the court issues an order quashing the Writ, the Tenant is obligated to pay the amount owed, unless the court orders otherwise.

LEASE ADDENDUM AND REPAYMENT AGREEMENTS FOR RETROACTIVE RENT

- A. MPHA will mail or deliver a Retroactive Rent Lease Addendum to the Tenant or the Tenant's unit.
- B. If a Tenant disputes the amount of Retroactive (Retro) Rent, MPHA will offer an Informal Settlement Conferences. Before MPHA will schedule a Formal Hearing, MPHA may require the Tenant pay the amount of Rent not in dispute as of the first of the preceding month. The Rent may include Monthly or Retroactive Rent that was due in the preceding month. See 24 C.F.R § 966.55 (e)(1).
- C. Retro Rent Repayment Agreement
- 1) MPHA will include all Retro Rent due and owing in determining the threshold of \$5000
 - 2) MPHA will not offer a repayment agreement if the amount of Retro Rent is \$5000 or more and is due in part or in total to Tenant's conduct. If the Retro Rent is not timely paid, MPHA will terminate the lease for non-payment of Rent.
 - 3) If the amount of Retro Rent is \$5000 or more and is due in part or in total to Tenant's conduct, MPHA will terminate the lease for cause regardless of whether the Retro Rent is paid. Cause may include but is not limited to when The Tenant: i) did not report or under reported the income; ii) provided incomplete or inaccurate information or misrepresented any information on an income-reporting document; or iii) did not inform MPHA in writing that the amount of income on the lease addendum was incorrect.
 - 4) If a Tenant owes less than \$5000 in Retro Rent or owes any amount through no fault of the Tenant, MPHA may offer a Retro Rent repayment agreement to the Tenant. If the Tenant does not sign a Formal Repayment Agreement within 30 days after the Retro Rent is due, MPHA will terminate the lease for non-payment of Rent.
 - 5) The repayment agreement may not exceed 24 months without the approval of the Director of Operations.
 - 6) The Formal Repayment Agreement shall state:
 - a) reference the section(s) in the lease which were violated and that the Tenant may be subject to a termination of tenancy;
 - b) that the Retro Rent is in addition to the Monthly Rent;
 - c) that the terms of the agreement may be renegotiated if there has been a 25% decrease or increase in the Tenant Family's income;
 - d) that a late or missed payment is a default of the agreement and may result in termination of tenancy;
 - e) that all payments shall be rounded to the nearest dollar. The last payment should be the remaining balance on the agreement; and
 - f) that if applicable Minimum Rent Tenants shall pay the greater of \$25 per month or 10% of the Total Tenant Payment that the Tenant should have paid at the time the income was earned.

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REVENUE RECAPTURE NOTICE AND HEARING

- A. Under the Revenue Recapture Act (Minnesota Chapter 270A or as amended) MPHA may collect a debt owed by a former Tenant and set off against the Tenant's state income tax refund or property tax credit or refund or lottery prizes under Minn. Stat. §349A.08 or as otherwise provided by law. This section is intended to comply with the notice and hearing requirements of the Revenue Recapture Act.

B. NOTICE TO FORMER TENANT

- 1) Within five days after MPHA has notified the Commissioner of the Minnesota Department of Revenue under Minn. Stat. §270A.07 subd. 1 MPHA will mail a notice to the Tenant stating that MPHA has right to offset a debt owed by the Tenant from the Commissioner.
- 2) If the letter is returned to MPHA as undeliverable or if MPHA believes the former Tenant did not receive the notice or that it does not have a current address, MPHA will obtain the last known address from the Commissioner and resend the notice if MPHA continues to pursue the claim.
- 3) The notice will state the basis for MPHA's claim, the dates the debt was incurred and that MPHA intends to request a set off of the refund against the debt.
- 4) The notice will state that: 1) the debt can be set off against the refund unless the time period allowed by law for the collecting the debt has expired; 2) the former Tenant may be exempt from the Revenue Recapture Program, if the former Tenant was receiving food support, transitional child care or transitional medical assistance at the time of recapture; and 3) the former Tenant has the opportunity to request hearing to contest the validity of the claim and whether proper notice was given.
- 5) The notice will state that MPHA must receive a written request for the hearing within 45 days of the mailing date of the original notice or resent notice.
- 6) The 45 days does not run until the Tenant has received the notice. The former Tenant has the burden to showing no notice.

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C. SCHEDULING OF THE HEARING

If former Tenant timely requests a hearing, MPHA will mail within 10 days from receipt of the request a letter stating the time, date, place and include the Fair Hearing and Due Process information listed below.

D. SELECTION OF HEARING PANEL

The Hearing Panel will be three persons appointed by MPHA. A Panel member shall be impartial and shall not be a person or subordinate of the person who was the former Tenant's Property Manager. If a Panel member knows of or has information about the former Tenant, the member must excuse their self. The hearing will continue with two officers or rescheduled at former Tenant's request.

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E. FAIR HEARING AND DUE PROCESS (See Hearing Rules Appendix)

- 1) At least two working days prior to the day of the hearing, the former Tenant may request the opportunity to review any MPHA documents, records or regulations that are relevant to the

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hearing. The review may not occur on the day of the hearing. The former Tenant may request a copy of any such document at the Tenant's expense.

- 2) The former Tenant may at their expense select an attorney or other person to be their representative at the hearing who may make statements, present evidence and question witnesses at the hearing.
- 3) The hearing shall be private.
- 4) The former Tenant may present relevant evidence or witnesses to support their position and to controvert MPHA's evidence and may cross-examine MPHA's witnesses.

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F. HEARING PROCEDURES

- 1) If the former Tenant fails to appear at a scheduled hearing, the Panel may postpone the hearing the hearing or may decide that the former Tenant has waived the right to attend the hearing by failing to appear or contact MPHA to reschedule. If the Panel determines that the former Tenant has waived the right to a hearing, the Panel will issue a decision based upon the evidence presented by MPHA.
- 2) The former Tenant has the burden to show that the former Tenant was receiving food support, transitional childcare or transitional medical assistance at the time of recapture.
- 3) MPHA has the burden to show that the former Tenant owes the debt and has not paid the debt.
- 4) The hearing shall be informal, the rules of evidence do not apply, however oral and documentary evidence shall be relevant. The Panel is in charge of the hearing and shall require all participants to conduct themselves in an orderly fashion. The Panel may exclude any person, including the Tenant, who is disorderly.
- 5) Either party may make a record of the hearing at their own expense.

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G. HEARING PANEL'S DECISION

- 1) The Panel shall prepare a written decision stating the reasons for the decision shall be based solely upon the evidence presented at the hearing.
- 2) MPHA in writing will notify the former Tenant, MPHA's representative and the Minnesota Department of Revenue of the Panel's decision within 10 working days.
- 3) The Panel's decision will be binding on MPHA unless MPHA's Board of Commissioners determines that the decision is contrary to federal, state, or local law or ordinance, HUD regulation or the Annual Contributions Contract between HUD and MPHA.
- 4) The Board of Commissioners will review the matter within the next two Board Meetings. MPHA will notify the former Tenant of the date of the Board review and will send the Board decision to the Tenant within ten days.
- 5) The Panel's decision is binding on the former Tenant who may not request another hearing to contest the validity of the debt.
- 6) The former Tenant may seek judicial review as provided by law.

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H. ADMINISTRATIVE EXPENSE

MPHA shall provide the space and administrative services and funds for the Panel.

I. REASONABLE ACCOMMODATION AND VAWA REQUESTS

If the former Tenant asks for a reasonable accommodation at the revenue recapture hearing in able to have access to the hearing, or asks for a reasonable accommodation or VAWA protections related to the reason for the revenue recapture, MPHA may reschedule the revenue recapture hearing to give MPHA an opportunity to respond to the reasonable accommodation or VAWA request.

MPHA will notify the Tenant of the decision regarding the reasonable accommodation or VAWA request.

If the Tenant does not like MPHA's decision with regard to the reasonable accommodation or VAWA request, the Tenant may request review of the denial. The Tenant must request a hearing in writing within 10 working days from the time MPHA gives or mails the decision to the Tenant. A panel will review the denial of the reasonable accommodation or VAWA request first. Depending on the nature of the request and the hearing panel's decision on the request, the panel may also decide the validity of the debt.

The Tenant may not make a reasonable accommodation or VAWA request after the hearing has ended.

PART XIX: DEATH OF A TENANT VACATE

1. MPHA will attempt to contact the person(s) listed on the emergency contact form or HUD 92006 Supplement to Application for Federally Assisted Housing. Tenants complete this form at the initial lease signing and during the recertification process. MPHA will give unit keys only to the contact person(s) listed on the form or next-of-kin. MPHA reserves the right to change the unit locks or otherwise take measures to secure the unit upon the death of a resident.
2. Emergency Contact or next-of-kin must sign and comply with Intent to Vacate – Next of kin form, provided by MPHA.
3. If the unit is not vacated on the date agreed upon by the contact person MPHA will take possession and dispose of personal items left in the unit.
4. If reasonable efforts to contact the contact person have failed, if the person contacted does not want to vacate the unit, or if no contact person was provided, MPHA will terminate the lease and dispose of the personal items left in the unit in compliance with Minnesota Statutes, including but not limited to Minn. Stat. §§ 504B.265 and 504.271.

PART XX: LIMITED ENGLISH PROFICIENCY PLAN

A. PURPOSE

The purpose of this Plan is to assist Minneapolis Public Housing Authority (MPHA) staff in providing meaningful access to MPHA's programs and activities by persons with Limited English Proficiency (LEP). MPHA is committed to complying with federal requirements by making reasonable efforts to provide free language assistance and meaningful access for its LEP clients. No LEP client will be denied access to an MPHA program because the client does not speak English or communicates in English on a limited basis.

B. DEFINITION OF TERMS

1. **Client** – A client is a person who:
 - a) is an applicant for public housing, Section 8, homeownership and other MPHA programs;
 - b) is a recipient of public housing, Section 8, home ownership and other MPHA programs; or
 - c) may be eligible for MPHA's programs but is underserved and may benefit from an outreach program.
2. **Effective Communication** – Effective communication occurs when MPHA staff has taken reasonable steps to provide meaningful access to an LEP client. Effective communication also means that the LEP client is able to provide and receive required or necessary information.
3. **Interpretation** – Interpretation means the oral or spoken transfer of a message from one language into another language.
4. **Language Assistance**– Language assistance includes interpretation and translation. MPHA has the sole discretion to determine when the language assistance in the form of interpretation or translation is needed and reasonable. MPHA will periodically review its language assistance program to ensure meaningful access.
5. **Limited English Proficiency (LEP)** – A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be limited English proficient (LEP) and may be entitled to language assistance with respect to a particular program, benefit or right. The focus is on the client's lack of English proficiency. A client who proficiently speaks English may not be a LEP client.
6. **Meaningful Access** – Meaningful Access is free language assistance in compliance with federal requirements. MPHA's goal is to provide meaningful access to MPHA's programs and services by LEP persons in a manner that balances the following four factors:
 - a. The number of or proportion of LEP persons eligible to be served or likely to be encountered by MPHA.
 - b. The frequency with which MPHA comes into contact with a particular language. MPHA's daily contact with a particular language may require more language service, than sporadic contact.
 - c. The nature and importance of the program, activity or service to the person's life. A compulsory activity is evidence of importance. For example, voluntary attendance at a

resident meeting does not have the same importance as the application and termination process for public housing and Section 8 participation.

- d. MPHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. MPHA determines the budget for language assistance.

7. Translation – Translation means the written transfer of a message from one language into another language. In any conflict between an English document and a translated document, the English version will control.

8. Vital Document – A vital document is one that is critical for ensuring that a LEP person has Meaningful Access.

C. OFFER OF FREE LANGUAGE ASSISTANCE

MPHA staff will take reasonable steps to offer the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and MPHA determines that the client is LEP and that language assistance is necessary to provide meaningful access, MPHA will make reasonable efforts to provide free language assistance. If reasonably possible MPHA will provide the language assistance in the LEP client's preferred language.

D. LANGUAGE ASSISTANCE

1. Mix of Language Assistance

MPHA has substantial flexibility in determining the type of language assistance necessary to provide meaningful access. Meaningful access should be at a time and place that avoids the effective denial of the program or an undue burden or delay in the rights, benefits or services to the LEP person.

2. Translation of Documents

- a. Where 5% or 1,000 persons, whichever is less, of MPHA's public housing Tenants or Section 8 recipients or applicants to these programs are part of an eligible LEP language groups, MPHA will translate the public housing lease and selected documents of vital importance in that language.
- b. MPHA's determination to translate vital documents will be on a case by case basis considering the totality of circumstances and the four factors listed under Section B. 6. Meaningful Access. MPHA will also weigh the costs and benefits of translation, the barriers of meaningful translation of technical housing information, and the likely lifespan of the document.
- c. MPHA may also consider the likely lifespan of the document. Based upon this analysis, MPHA has determined that it is not cost effective to translate a one of a kind document such as a letter denying admission to a program, notice of lease termination, a court eviction action and a Section 8 notice of termination of rental assistance program participation and a letter of non-disclosure.
- d. Persons who may approve the translation of a document include: Executive Director; Deputy Executive Director; Managing Director of Low Income Public Housing; Managing Director of the Section 8/Housing Choice Voucher Program and General Counsel.

3. Formal Interpreters

- a. Formal interpreters include MPHA bilingual staff and contract vendors.

- b. Formal interpreters shall be used at the: 1) formal hearing for denial of admission to public housing; and 2) informal settlement conferences and formal hearing for termination of public housing;
- c. A MPHA Staff interpreter may not be a subordinate to the person making the decision.

4. Informal Interpreters

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. Informal interpreters may be appropriate depending upon the circumstances and subject matter. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
- b. An LEP person may use an informal interpreter of their own choosing and expense in place of or as a supplement to the free language assistance offered by MPHA. If possible, MPHA should accommodate a LEP client's request to have an informal interpreter. In these cases, the client and interpreter should sign a Waiver of Free Interpreter Services.
- c. MPHA may risk noncompliance if it requires, suggests, or encourages a LEP client to use an informal interpreter.
- d. If a LEP client prefers an informal interpreter, after MPHA has offered free interpreter services, the informal interpreter may interpret.
- e. If a LEP client wants an informal interpreter, MPHA may also have a formal interpreter present.

5. Outside Resources

- a. Outside Resources may include community volunteers, Minneapolis Highrise Representative Council, City Liaison, and MPHA Tenants or Section 8 participants.
- b. Outside Resources may be used for interpretive services at public or informal meetings or events if a timely request has been made.

6. Emergency Situations

Any interpreter may be used in an emergency situation. MPHA should first respond to the emergency and follow-up with language assistance as appropriate.

7. Document Use of Interpreter

MPHA staff will document in the LEP client's file or record when an interpreter is used during the application and termination process to a MPHA program or during a public housing grievance procedure.

8. Vital Document

A vital document is one that is critical for ensuring that a LEP person has Meaningful Access.

E. GUIDELINES FOR USING AN INTERPRETER

1. State the purpose of your communication and describe the type of information you may convey.
2. Enunciate your words and avoid contractions such as "can't" which can be easily misunderstood. Instead say, "cannot."
3. Speak in short sentences, expressing one idea at a time and allow the information to be interpreted.

4. Avoid the use of double negatives, e.g., “If you don’t appear in person, you won’t get your benefits.” Instead say, “You must come in person in order to get your benefits.”
5. Speak to the LEP client and not to the interpreter.
6. Avoid using slang and acronyms such as MFIP. If you must do so, please explain their meaning.
7. Provide brief explanations of technical terms or terms of art, such as recertification, income disregard and Minimum Rent.
8. Occasionally ask if the interpreter understands the information or if you should slow down or speed up your speech. If the interpreter is confused, the client may also be confused.
9. Occasionally ask if the LEP client understands the information. You may have to repeat or clarify some information by saying it in a different way.
10. Be patient and thank the interpreter.

F. NOTICE OF FREE LANGUAGE ASSISTANCE FOR MPHA BUSINESS

MPHA will provide notice of free Language Assistance as follows:

1. The applications for public housing, MPHA will ask applicants if they are LEP and need free language assistance for MPHA business.
2. The - letter informing clients about recertification will state that clients may contact their eligibility technician to request free language assistance for MPHA business.
3. Each denial to public housing and lease termination to an LEP client will state that the client may contact MPHA for free language assistance about the action taken.
4. The public housing monthly rental statement will state that a Tenant may contact their property manager for free language assistance for MPHA business.
5. On other occasions as determined by MPHA which may include documents informing persons about how to apply for MPHA programs.

G. PRIVATE AND CONFIDENTIAL DATA

1. MPHA Staff Interpreters

Federal and state law requires MPHA to protect private or confidential data.

2. Contract Language Assistance Vendors

Contract language assistance vendors will sign a “State and Federal Data Privacy Statement” form as part of the contract documents.

3. Informal Interpreters

When using informal interpreters MPHA should have the informal interpreter and client sign a “Waiver of Free Interpretive Services” form.

H. COLLECTION OF LANGUAGE INFORMATION

1. The application for public housing shall ask the LEP client to identify their language.
2. MPHA will enter a client’s language on the tracking software for public housing.

I. MPHA STAFF TRAINING

1. MPHA will designate a staff member as LEP Coordinator, responsible for ongoing updates of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.
2. MPHA will make the LEP Plan available to staff.
3. MPHA will inform new employees in the New Employee Orientation of MPHA's duty to offer free language assistance in compliance with federal requirements.
4. MPHA Staff who have ongoing contact with LEP clients will attend LEP training.
5. LEP training will include the following:
 - a. MPHA's duty to offer free language assistance in compliance with federal requirements;
 - b. The substance of MPHA's LEP Plan;
 - c. How to document a client's language needs; and
 - d. Identity of the LEP Manager, bilingual staff and contract interpreters.
6. MPHA will make a language identification flashcard available to staff.

J. MONITORING

Periodically, the MPHA LEP Manager will review and revise the LEP Plan. The review will include:

1. A summary report from the tracking software of the number of MPHA clients who are LEP.
2. A summary report from the tracking software listing the languages used by LEP clients.
3. A determination as to whether 5% of MPHA's clients speak a specific language requiring the translation of documents as provided in Part D-2 listed above.

K. LEP PLAN DISTRIBUTION AND PUBLIC POSTING

The LEP Plan will be:

1. Distributed to all MPHA supervisors.
2. Available in MPHA Management Offices and the Section 8 Department.
3. Posted on MPHA's website, mphaonline.org.

L. CONFLICT AND SCOPE

The LEP Plan does not create a standard of care, a covenant of habitability or any rights to third parties or MPHA clients. The Plan does not enlarge MPHA's duty under any law, regulation or ordinance. If this Plan conflicts, with applicable law, regulation or ordinance, the applicable law, regulation or ordinance shall prevail. The Plan is a general guideline as to a standard of care to which MPHA aspires.

PART XXI: REASONABLE ACCOMMODATION POLICY

Purpose

The purpose of this policy is to assist Minneapolis Public Housing Authority (MPHA) staff in providing reasonable accommodations to its applicants, public housing Tenants, Section 8 participants and other program recipients with a disability. It does not enlarge MPHA's duty under any law, regulation or ordinance. Where in conflict, the applicable law, regulation or ordinance shall prevail.

Non-discrimination Statement

MPHA's policy is to comply with the Rehabilitation Act, § 504 29 U.S.C. § 794, as implemented by 24 C.F.R. § 8, Americans with Disabilities Act, 42 U.S.C. § 2101 as implemented by 28 C.F.R. § 35 and 29 C.F.R. § 1630, Fair Housing Act, 42 U.S.C. § 3601 as implemented by 24 C.F.R. §100, Minnesota Human Rights Act, Minn. Stat. § 363 and Minneapolis Civil Rights Ordinance.

MPHA shall not discriminate or retaliate against an applicant, public housing Tenant, Section 8 participant or other program recipient because of disability, race, color, creed, religion, national origin or ancestry, familial status, sex, sexual preference, veteran status, public assistance status, marital status, age, or political affiliation. MPHA shall not retaliate against a person who claims discrimination. MPHA shall not solely on the basis of a disability, deny benefits to an otherwise qualified person. MPHA shall give a qualified person with a disability through a reasonable accommodation an equal opportunity to participate in and benefit from its housing, aid, benefit or service.

By means of a reasonable accommodation, MPHA shall give a qualified person with a disability housing, aid, benefit or service that is equally effective as that provided to others without a disability. The term "equally effective" is not intended to produce an identical result or level of achievement as a person without a disability but is intended to give a person with a disability an equal opportunity to obtain the same result or level of achievement.

MPHA Director of Operations is designated MPHA's Section 504/ADA Coordinator.

Disability

3.1 A Person with A Disability Is One Who:

- 1) Has a physical or mental impairment that substantially or as regards the Minnesota Human Rights Act and Minneapolis Ordinances materially limits one or more major life activity;
- 2) Has a record of such impairment; or
- 3) Is regarded as having such impairment.

3.2 Specifically, excluded from the definition of a disability under the Americans with Disabilities Act are:

- 1) Sexual behavior disorders such as transvestitism, pedophilia, exhibitionism and voyeurism;
- 2) Compulsive gamblers, kleptomaniacs or pyromaniacs;

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3) Homosexuality, bisexuality, gender disorders and transsexual conduct

- 3.3 Under the Americans with Disabilities Act, the disability must be current and substantially limit one or more major life activity. Under certain circumstances, physical conditions such as high blood pressure and poor vision, which are corrected by medication or another measure, are not disabilities.
- 3.4 Under 24 CFR § 100.201 (a)(2), a disability does not include the current illegal use of a controlled substance. Also, being a transvestite is not a disability. Also, for purposes of eligibility for low-income housing a person does not have a disability solely based on any drug or alcohol dependence.
- 3.5 **Major Life Activity**
Includes but is not limited to caring for one's self, doing manual tasks, walking, seeing, sleeping, hearing, speaking, breathing, learning and working.
- 3.6 **Mental and Physical Impairments**
A mental impairment may include but is not limited to mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

A physical impairment may include the following body systems: neurological; musculoskeletal; senses; respiratory; cardiovascular; reproductive, digestive, genito-urinary, hemic and lymphatic; skin; and endocrine.

A mental or physical impairment may include but is not limited to cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, and mental retardation.
- 3.7 **A Qualified Person with A Disability**
One who meets the essential eligibility requirements and who can achieve the purpose of the program or activity with or without reasonable accommodation or modification.
- 3.8 **Essential Eligibility Requirements**
Include but are not limited to: stated eligibility requirements like income; compliance with selection criteria; timely payment of financial obligations; care of premises; no disqualifying criminal or drug activities; respect for the rights of others; explicit or implicit requirements inherent to the program or activity; and compliance with all obligations of occupancy with or without supportive services provided by persons other than MPHA. A person may request a reasonable accommodation to meet the essential eligibility requirements. For instance, a mentally ill person whose conduct even with a reasonable accommodation poses a significant risk of substantial interference with the health, safety or peaceful enjoyment of the premises, or would result in substantial physical damage to the property of others, may not be qualified for a project or program lacking the necessary supportive services.
- 3.9 **Exclusions**
A person with a disability may be excluded if the person is not "otherwise qualified" for housing or when a person's tenancy with or without a reasonable accommodation would pose a direct threat to others or the person's own health or safety or would result in substantial physical damage to the property of others.
- 3.10 **Undue Hardship**

MPHA has the burden to show that the reasonable accommodation would result in an undue hardship. An undue hardship is a significant difficulty or expense or undue financial or administrative burden.

4.0 **Reasonable Accommodation**

4.1 Need for a Reasonable Accommodation and Nexus Between the Disability and Accommodation

A reasonable accommodation may include a transfer, an alteration to the home or housing complex or an exception to MPHA's rules, policies or procedures. While MPHA may accept the judgment of the person with the disability that an accommodation is needed, MPHA may require the person to show the need for an accommodation or to permit an Inspection of the Premises. Also, MPHA may investigate alternatives to the requested accommodation and/or alternative methods of providing the requested accommodation. MPHA will select an appropriate accommodation which is most convenient and cost effective for MPHA.

The person with the disability has the burden to show that there is a connection between the disability and the accommodation and a connection between the disability and the lease violation. The person must also show that the accommodation is likely to enable the person to comply with the lease or the program and that the person will accept the necessary assistance.

However, MPHA cannot amend the lease or the program requiring the person to accept such services. MPHA may evict or deny admission to the program if the rejection of the services results in conduct that violates the lease or program. For example, MPHA may not evict a Tenant for not taking a medication, but may evict the Tenant for conduct resulting in serious or repeated lease violations resulting from not taking the medication.

4.2 The requesting party, applicant, or Tenant has the burden to show that the request is linked to the disability, is necessary to afford the person an equal opportunity to enjoy public housing and is possible to implement. Equal opportunity means that the program is equally accessible to disabled and non-disabled persons. Thus, three key elements are necessity, equal opportunity and reasonableness.

4.3. Reasons to Deny an Accommodation

MPHA shall make a reasonable accommodation for a physical or mental impairment of a qualified applicant or recipient unless MPHA shows that:

- a) the accommodation would impose an undue financial and administrative burden;
- b) the accommodation will fundamentally change the nature of the program;
- c) the accommodation would pose a direct threat to others;
- d) the accommodation will create an unsafe condition;
- e) the accommodation would result in substantial physical damage to MPHA's property or the property of others;
- f) the person cannot meet the essential eligibility requirements;
- g) the request is not a request for a reasonable accommodation;
- h) there is a lack of documentation of the disability;

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- i) the documentation of the disability lacks credibility or foundation;
- j) the accommodation has failed in the past and the person cannot show new circumstances as to why the accommodation will likely work in the future;
- k) the request is based upon a personal preference;
- l) in the case of extra bedrooms or space that the person is not using the space for the intended reasonable accommodation; or
- m) other reasons as provided by law or regulation.

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For instance, a reasonable accommodation is not a personal preference. A personal preference is the liking of something over another. In addition, a reasonable accommodation does not require MPHA to provide counseling, medical or social services that are outside the scope of services provided to other persons.

MPHA may also deny a request for a reasonable accommodation if the person does not show a necessity, an equal opportunity and reasonableness as stated in 4.2.

5.0 **Communication Accommodations**

MPHA shall make reasonable accommodations to communicate with applicants, public housing Tenants, Section 8 participants, other program recipients and members of the public. Reasonable accommodations may include using auxiliary aids such as interpreters for applicants, Braille materials, large print materials, audio tapes, note takers or telecommunication devices for deaf persons. MPHA is not required to provide devices that are of a personal nature or that are prescribed for personal use or study.

6.0 **Applicants for Public Housing**

During the application process, MPHA may ask all applicants the same appropriate questions. An applicant is not required to talk about a disability. However, MPHA may ask an applicant to verify a disability if the applicant asks for a reasonable accommodation. MPHA shall not assume that a person has a disability.

An applicant may refuse to explain negative information because it may reveal the existence, nature or severity of a disability. The applicant has the right not to discuss the disability. However, MPHA may have the right to deny admission because of a lack of information or negative information.

If an applicant requests a reasonable accommodation, the applicant has the burden to show that the accommodation is likely to enable the applicant to comply with the lease and that the applicant will accept necessary assistance. MPHA cannot amend the lease or program to require the person to accept such services but may evict or deny admission if the rejection of the services results in conduct that violates the lease or program.

With or without a reasonable accommodation, the applicant shall complete the application process, meet eligibility criteria and shall follow the lease.

Process for Requesting a Reasonable Accommodation

An applicant or an applicant's representative should submit a request for a reasonable accommodation to the Manager of the Leasing, Occupancy and Compliance Department and not to a Hearing Panel.

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A Tenant or Tenant's representative shall give a request for a reasonable accommodation to their Property Manager and not to a Hearing Panel.

- c) MPHA will process the request and if necessary, investigate or obtain additional information. Within 30 days after receipt of the request, MPHA will inform the applicant or Tenant of a denial, approval or the need for ongoing investigation.
- d) If MPHA denies the request, MPHA will offer the grievance procedure in compliance with the Requirement for Admission for applicants and the Tenant Grievance Procedures for Tenants.

8.0 **Physical Accessibility**

Where practicable, MPHA's buildings will be physically accessible and usable by disabled persons. With each physical alteration, a cost base analysis may be needed. Cost base factors include but are not limited to the type of accommodations, cost, the size of MPHA's overall housing business, number of units, type of units, budget, expenses and ability to recoup the cost.

Alterations in new construction shall comply with federal and state law and regulations. MPHA will comply with Sections 4.0 and 4.1 in determining whether to grant a physical accommodation. If a physical accommodation is unreasonable, MPHA may provide for program access at a different accessible location.

9.0 **Barrier Free Units**

It is MPHA's goal to provide barrier free units for persons with mobility-impairments of at least 5% of the total number of the units in each project as follows:

- 9.1 In new construction 5% of the units will be barrier free and an additional 2% will be accessible for the hearing or sight impaired. MPHA will comply with accessibility standards as provided by the Uniform Federal Accessibility Standards, 24 C.F.R. § 40, Appendix A, and the Americans with Disabilities Act Accessibility Guidelines.
- 9.2 If the rehabilitation of existing projects is 75% or more of the replacement cost of the completed facility, 5% of the units will be barrier free and as needed, equipment for the hearing or sight impaired will be installed.
- 9.3 Alteration work in a dwelling unit that does not exceed 75% of the replacement cost of the completed facility, but is substantial in nature as determined by MPHA, will include the conversion of 5% of the units to barrier free at the time of construction.
- 9.4 Buildings receiving modernization work resulting in substantial work in the units which does not exceed 75% of the cost of the unit and with existing programs that service the disabled or frail elderly, the number of handicapped units may exceed 5% at MPHA's discretion.
- 9.5 Consistent with the provisions of this policy, barrier free units may be created to meet the specific needs of a Tenant in a building.

10.0 **Accessible Units for Hearing and Sight Impaired**

MPHA will modify units to reasonably accommodate Tenants with hearing or sight impairments consistent with the provisions of this policy.

11.0 **Barrier Free Common Areas and Non-Dwelling Areas**

It is MPHA's goal to achieve barrier free common areas and non-dwelling sites. Non-dwelling areas within a building, which are not accessible, will be modified to meet accessibility requirements when the building undergoes comprehensive modernization or when making a reasonable accommodation.

12.0 **Assistance Animals**

The requesting party, applicant or Tenant with a qualified disability may request an assistance animal, if such animal is necessary as a reasonable accommodation for their disabilities. The requesting party, applicant or Tenant has the burden to show that the assistance animal is necessary to afford the individual an equal opportunity to use and enjoy a dwelling or to participate in the housing service or program. Further, there must be a relationship, or nexus, between the individual's disability and the assistance the animal provided. MPHA may request the individual to submit reliable documentation of a disability or their disability-related need for an assistance animal if not obvious. Assistance animals must be registered and follow the provisions of the Pet Policy (See the Pet Policy), except no pet deposit will be charged. Breed, size and weight limitations will not be applied to assistance animals. MPHA may deny access to an assistance animal that poses a direct threat to the health and safety of others or causes substantial physical damage to the building, unit, or property of others that cannot be eliminated or reduced by a reasonable modification of other policies, practices or procedures.

13.0 **Tenant Transfer to Another Unit**

13.1 When MPHA determines that a transfer is appropriate as a reasonable accommodation to a person with a disability, MPHA will offer one suitable unit to the Tenant. If MPHA determines that the refusal is not caused by the disability, MPHA will cancel the transfer.

13.2 MPHA will offer a transfer or modification to a Tenant in the priority listed below.

- 1) First if available, MPHA will offer to the Tenant a unit in the same project.
- 2) Second if available, MPHA will offer to the Tenant, a unit in any building. If a unit is not available, the Tenant will be placed on a waiting list for a reasonable period of time.
- 3) Third, MPHA may modify the Tenant's current unit consistent with the provisions of this policy.
- 4) Fourth, MPHA will offer the Tenant a Section 8 voucher.

13.3 MPHA will not transfer a Tenant under this policy when a lease termination is pending for a reason unrelated to the disability.

14.0 **Disabled Applicants on The Waiting List**

MPHA will offer a unit to a disabled applicant who is qualified and needs a modified unit in the priority listed below:

14.1 When the qualified applicant is on the waiting list and when an appropriate modified unit is available and no Tenant in the building needs the features of the unit.

14.2 When a qualified applicant is at the top of the waiting list, and an appropriate modified unit is not available, MPHA may modify a unit consistent with the provisions of this policy.

14.3 If an appropriate modified unit becomes available and no disabled applicant is on the waiting list and no Tenant in the building needs the modified unit, the unit will be offered to the next qualified applicant on the waiting list. However, if the modified unit is needed for a disabled applicant or Tenant, the occupant in the unit shall vacate and transfer to another unit. The transferred Tenant is entitled to due process.

15.0 **Program Accessibility**

MPHA will make reasonable accommodations for qualified persons with disabilities to have access and use its programs. Except when necessary to maintain the fundamental nature of the program, MPHA will not use the eligibility criteria, which adversely impacts upon disabled persons.

16.0 **A Disabled Person's Compliance with MPHA's Rules, Policies or Procedures.**

A reasonable accommodation may include an exception to MPHA's rules, policies and procedures. If an applicant or recipient can show that the failure to comply with a rule, policy or procedure was due to a disability, MPHA may reinstate the person's status. This may include reinstating the person to a waiting list at an original spot or setting aside the termination or eviction procedures.

An exception to MPHA's rules, procedures and policies does not require a lowering or a waiver of the essential requirements of a lease or program. If a Tenant refuses services or another reasonable accommodation, and violating conduct continues, MPHA may take the same action as it would with a person without a disability.

A disabled person is required to show documentation of the disability and the need for the accommodation. Without such documentation, MPHA need not offer an accommodation such as a companion or service animal. If MPHA allows a disabled person to have a companion or service animal, the person must maintain health and safety standards in keeping the animal. Animals that are dangerous or potentially dangerous under federal law or regulation, state law or local ordinance are not permitted.

17.0 **Grievances**

If MPHA denies a request for a reasonable accommodation MPHA will offer the person, the opportunity to request the grievance procedure as provided in the grievance procedures as explained in the SOP or Section 8 Program Administrative Plan.

18.0 **Conflict and Scope**

This Policy does not enlarge MPHA's duty under any law, regulation or ordinance. If this Policy conflicts with applicable law, regulation or ordinance, the applicable law, regulation or ordinance shall prevail. This Policy shall apply to all MPHA programs designed to provide financial or advisory assistance to persons seeking housing, including the Family Self Sufficiency Program and Housing Counseling Programs.

PART XXII: VIOLENCE AGAINST WOMEN ACT POLICY

1.0 **Purpose**

The purpose of this Policy is to reduce Domestic Violence, Dating Violence, Sexual Assault and Stalking and to prevent homelessness resulting from such acts by:

- a) protecting the safety of Victims;
- b) creating long-term housing solutions for Victims;
- c) building collaborations among Victim service providers; and
- d) assisting MPHA to respond appropriately to the violence while maintaining a safe environment for MPHA, employees, Tenants, applicants, Section 8 participants, program participants and others.

The Policy will assist the Minneapolis Public Housing Authority (MPHA) in providing rights under the Violence Against Women Reauthorization Act of 2013 (VAWA) to its applicants, public housing Tenants, Section 8 participants and other program participants.

2.0 **Mission Statement**

MPHA's policy is to comply with VAWA with implementing regulations at 24 CFR Part 5, Subpart L. MPHA shall not discriminate against an applicant, public housing Tenant, Section 8 program participant or other program participant on the basis of the rights or privileges provided under the VAWA.

This Policy is incorporated into MPHA's "Statement of Policies Governing Admission to Continuing Occupancy of Low Rent Housing" and applies to all MPHA housing programs including the Family Self Sufficiency Program and Housing Counseling Programs.

3.0 **Definitions**

The definitions in this Section apply only to this Policy.

- 3.1 **Affiliated Individual:** A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual), or any individual, tenant, or lawful occupant living in the household of that individual.
- 3.2 **Confidentiality:** Means that MPHA will not enter information provided to MPHA under 4.2 into a shared database or provide this information to any related entity except as stated in 4.3.
- 3.3 **Dating Violence:** Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the Victim; and (b) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship. 24 CFR § 5.2003.
- 3.4 **Domestic Violence:** Means:
 - a) physical harm, bodily injury, or assault;
 - b) the infliction of fear of imminent physical harm, bodily injury or assault; or

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- c) terroristic threats under Minn. Stat. § 609.713 subd. 1; criminal sexual conduct under Minn. Stat. § 609.342., Minn. Stat. § 609.343, Minn. Stat. § 609.344, Minn. Stat. § 609.345, Minn. Stat. § 609.3451; or interference with an emergency call under Minn. Stat. § 609.78 Subd. 2.
- d) a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the Victim, committed by a person with whom the Victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the Victim as a spouse or intimate partner, committed by a person similarly situated to a spouse of the Victim under Minnesota domestic or family violence laws or committed by any other person against an adult or youth Victim who is protected from that person's acts under Minnesota law. 24 CFR § 5.2003 and Minn. Stat. § 518B.01.

3.5 Immediately Available Unit: For the purposes of a VAWA Emergency Transfer, an immediately available unit means the first suitable, appropriate, and vacant unit that is available to transfer the victim into upon approval of the VAWA emergency transfer request.

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3.6 Involuntary Displacement: Occurs when a Victim has vacated or will have to vacate their housing unit because of Domestic Violence, Dating Violence, Sexual Assault or Stalking against the Victim.

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3.7 Perpetrator: A person who commits an act of Domestic Violence, Dating Violence, Sexual Assault or Stalking against a Victim. Except for Sexual Assault and Stalking, the Perpetrator and Victim must be current or former spouses or intimate partners, parent and child, persons with children in common, persons related by blood, persons who are residing in or have resided together, or persons in a significant romantic relationship.

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3.8 Sexual Assault: Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the Victim lacks capacity to consent. 42 U.S.C. § 13925(a)(29). See Minn. Stat. §§ 609.342 to 609.3451.

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3.9 Stalking: Engaging in a course of conduct directed at a specific person which the Perpetrator knows or has reason to know would cause a reasonable person under the circumstances to: (1) feel frightened, threatened, oppressed, persecuted, or intimidated; (2) fear for the person's individual safety or the safety of others; or (3) suffer substantial emotional distress regardless of the relationship between the Perpetrator and the victim. 24 CFR § 5.2003. Stalking is also defined in Minn. Stat. § 609.749.

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3.10 Victim: Is a tenant, applicant, Section 8 participant and an Affiliated Individual of such persons and who is the Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking under this Policy and who has timely and completely completed the certification under 4.2 or as requested by MPHA.

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4.0 **Certification and Confidentiality**

4.1 **Certification**

A. **MPHA May Request Certification.** If an applicant or Tenant claims protection under VAWA due to denial of an application, termination of tenancy or other adverse action, MPHA may require the person who claims the VAWA protections to deliver a signed certification or other documentation concerning the incident or incidents. The applicant or Tenant can choose the form

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of documentation to submit from the acceptable forms of certification listed below. If the person does not deliver this certification within the time period allowed (see 4.2 below), they will lose the legal protections provided by VAWA.

B. **Acceptable Forms of Certification.** There are four ways to comply with a certification request by MPHA:

- Complete a certification form approved by HUD (Form HUD-5382 or other approved form, which is available in multiple languages at www.hud.gov/hudclips); or
- Provide a corroborating record from a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency;
- Provide a document signed by the Victim and signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, or a mental health professional from whom the Victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse that specifies under penalty of perjury that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking occurred and is grounds for protection; or
- Self-Certification.

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C. **Perjury.** The certification must state that the Victim or any other person signing it or providing documentation are doing so under penalty of perjury (28. U.S.C. 1746).

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D. **Time Limit.** The applicant or Tenant must deliver certification in one of the three ways listed in B above, within the time period set forth in [this section](#).

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E. **Conflicting Information.** If MPHA receives documentation under this Section that contains conflicting information, MPHA may, within its own discretion, require the Victim to submit additional third-party documentation, as described in Part 4.1.B.2, 4.1.B.3, or 4.1.B.4 above, within 30 calendar days after the Victim receives a written request for third party documentation.

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4.2 Failure to Provide Certification

The person shall provide complete and accurate certifications to MPHA and manager within 14 business days after the person receives a written request that the person complete the certification. If the request is mailed and accurately addressed to the person's public housing address receipt shall occur 3 business days after the mailing of the request and the person shall have 17 business days from the date of the mailing to return the certification. If the person does not provide a complete and accurate certification within the 14 or 17 business day period, MPHA may take action to deny or terminate participation or tenancy under: 42 U. S. C. § 1437 d (l) (5) & (6); 42 U. S. C. § 1437 d (c) (3); 42 U. S. C. § 1437f (c)(9); 42 U. S. C. § 1437f (d)(1)(B)(ii) & (iii); 42 U. S. C. § 1437f (o)(7)(C) & (D); 42 U. S. C. § 1437f (o)(20), or for other good cause.

4.3 Confidentiality

MPHA and manager shall keep all information provided to MPHA under this Section confidential. MPHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- a) the Victim requests or consents to the disclosure in writing;
- b) the disclosure is required for:
 - 1) eviction from public housing under 42 U. S. C. § 1437 d (l) (5) & (6) (See Section 5 in this Policy);
 - 2) termination of Section 8 assistance under 42 U. S. C. § 1437f (c)(9); 42 U. S. C. § 1437f (d)(1)(B)(ii) & (iii); 42 U. S. C. § 1437f (o)(7)(C) & (D); or 42 U. S. C. § 1437f (o)(20) (See Section 5 in this Policy); or
- c) the disclosure is required by applicable law.

4.4 **Compliance Not Sufficient to Constitute Evidence of Unreasonable Act**

The MPHA or manager's compliance with Sections 4.1 and 4.2 alone shall not be sufficient to show evidence of an unreasonable act or omission by them.

5.0 **Appropriate Basis for Denial of Admission, Assistance or Tenancy.**

- 5.1 MPHA shall not deny participation or admission to a program on the basis of a person's Victim status, if the person otherwise qualifies for admission or assistance.
- 5.2 An incident or incidents of actual or threatened Domestic Violence, Dating Violence, Sexual Assault or Stalking will not be a serious or repeated violation of the lease by Victim and shall not be good cause for denying to a Victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a Tenant.
- 5.3 Criminal activity directly related to Domestic Violence, Dating Violence, Sexual Assault or Stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an Affiliated Individual of the Tenant's family is the Victim of that Domestic Violence, Dating Violence, Sexual Assault or Stalking.
- 5.4 Notwithstanding Sections 5.1, 5.2 and 5.3 MPHA or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal activity directly relating to Domestic Violence, Dating Violence, Sexual Assault, or Stalking against an Affiliated Individual or other individual without evicting, removing, terminating assistance to or otherwise penalizing the Victim of the violence who is also a Tenant or lawful occupant. A lease bifurcation shall be carried out in accordance with the requirements and procedures prescribed by Federal, State, or local law for evictions or termination of assistance

If the Perpetrator was the sole tenant eligible to receive assistance, MPHA shall permit the remaining tenants or participants 90 calendar days from the date of the bifurcation of the lease or until the end of the lease, whichever is shorter, to establish eligibility for the housing program, to establish eligibility under another covered housing program, or to find alternative housing. MPHA may, at its sole discretion, allow remaining tenants or participants an additional 60 calendar days. 42 U.S.C. §1437 (l)(6)(B); 42 U.S.C. §1437 f (c)(9) (C)ii
- 5.5 Nothing in Sections 5.1, 5.2 and 5.3 shall limit the authority of MPHA or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil

protection orders issued to protect the Victim and issued to address the distribution or possession of property among the household members when the family breaks up.
42 U.S.C. § 1437d(l)(6)(C); 42 U.S.C. § 1437f(c)(9)(C)(iii)

- 5.6 Nothing in Sections 5.1, 5.2 and 5.3 limits MPHA or manager's authority to evict or terminate assistance to any Tenant for any violation of lease not premised on the act or acts of violence against the Tenant or a member of the Tenant's household. However, MPHA, owner or manager may not hold a Victim to a more demanding standard than another Tenant. 42 U.S.C. § 1437d(l)(6)(D); 42 U.S.C. § 1437f(c)(9)(C)(iv).
- 5.7 Nothing in Sections 5.1, 5.2 and 5.3 limits MPHA or manager's authority to evict or terminate assistance, or deny admission to a program if the MPHA or manager can show an actual and imminent threat to other Tenants, neighbors, their employees, persons providing service to the property if the Tenant family is not evicted or terminated from assistance or denied admission and only when no other actions can be taken to reduce or eliminate the threat.
- 5.8 Nothing in Sections 5.1, 5.2 or 5.3 limits MPHA or manager's authority to terminate assistance or evict individuals who engage in criminal acts including but not limited to acts of physical violence against family members or others.

A public housing Tenant who wants a transfer to protect their health or safety and who: a) is Victim under this Policy; and b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; or c) was the victim of a sexual assault that occurred on the premises within 90-calendar days preceding the request, may transfer to another MPHA unit or as necessary and appropriate, may be offered a Housing Choice Voucher. (See 10.0 below).

Health, Safety and the Right to Peaceful Enjoyment of the Premises

MPHA may evict, terminate assistance, deny admission to a program or trespass a Perpetrator from its property under this Policy.

Notice to Applicants, Participants, Tenants and Section 8 Managers and Owners.

MPHA shall provide notice to applicants, participants, and Tenants of their rights and obligations under VAWA by providing the notice form approved by HUD (Form HUD-5380) and certification form (Form HUD-5382) when: (1) an applicant is denied assistance or admission; (2) an applicant is admitted into housing or given assistance; and (3) a Tenant or Participant is sent a notification of eviction or termination of assistance.

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8.0 Grievance Procedure

If MPHA denies a Tenant's request for VAWA certification, the Tenant has the opportunity to request the grievance procedure as explained in the SOP. However, the Tenant may not request the grievance procedure to contest the denial of VAWA certification if the Tenant did not return a complete and accurate certification within the 14 or 17-day period.

9.0 Preferences

Families who are Victims under VAWA and are Involuntarily Displaced will receive a preference in MPHA's public housing and housing assistance programs. See the Preferences. Families who have been Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking shall provide: a) a certified form approved by HUD (Form HUD-5382 or other approved form); or b) a corroborating

report from a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; c) a document signed by the Victim and signed by an employee, agent, or volunteer of a victim services provider, an attorney, or a medical professional, or a mental health professional from whom the Victim sought assistance in addressing the domestic violence, dating violence, or stalking; or d) self-certification by the person claiming to be a Victim within the protection of VAWA. The Victim can choose which of these acceptable forms of documentation to submit.

10.0 **Emergency Transfers**

10.1 A public housing tenant (including but not limited to Elderly Designated Housing tenants) who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer from the tenant's current unit to another. MPHA shall grant such request, depending upon a preliminary determination that the tenant is or has been a victim of domestic assault, dating violence, sexual assault, or stalking and on the availability of another safe unit. Emergency transfers are the highest priority transfers available, meaning MPHA will offer to place a VAWA emergency transfer in the first immediately available appropriate unit. MHOP tenants may request an emergency transfer from their current unit to another vacant MHOP unit. MPHA's Emergency Transfer policy will be available at all MPHA buildings upon request from the Property Manager.

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10.2 **Emergency Transfer Request Documentation.** To request an emergency transfer, a tenant must establish Victim status as set forth in 4.2 of this Policy. The tenant must also complete the emergency transfer certification form approved by HUD (Form HUD-5383, which is available in multiple languages upon request) or otherwise submit a written request that contains either a statement expressing that the tenant reasonable believes that there is a threat of imminent harm from further violence if the tenant were to remain in the unit, or a statement that the tenant was a sexual assault victim and that the sexual assault occurred on the Premises within the past 90 calendar days.

10.3 **Confidentiality.** Section 4.3 of the VAWA Policy shall apply to any information the tenant submits in requesting an emergency transfer and information about the emergency transfer.

10.4 **Timing and Availability.** While MPHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request, MPHA will act as quickly as possible to move a victim of domestic violence, dating violence, sexual assault, or stalking.

MPHA will first offer an internal transfer to qualified victims. An internal transfer is a move of a tenant to another unit assisted under the same program where the tenant would not be categorized as a new applicant. One immediately available appropriate unit will be offered. If a tenant reasonably believes that a proposed offer would not be safe, the tenant may request a transfer to a different unit. However, if the offer is refused for reasons unrelated to the VAWA, another unit will not be offered. MPHA will waive transfer fees and holdover fees for VAWA emergency transfers if the holdover is related to the VAWA crime(s) experienced by the victim.

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If MPHA has no immediately available units, MPHA may, as necessary and appropriate, assist with an external transfer to another unit or form of assistance where the tenant would be categorized as a new applicant, including a Housing Choice Voucher. However, MPHA may not be able to complete the transfer if the tenant has not or cannot establish eligibility for that unit or assistance. The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply. When assisting with an external transfer, MPHA will work with other covered housing providers as necessary to facilitate the move, including but not limited to, providing MPHA admissions documentation upon consent of the victim, and providing tenant with information regarding organizations to assist victims of domestic violence, dating violence, sexual assault, and stalking.

- 10.5 Safety and Security of Tenants.** It is MPHA's policy to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services for victims of domestic violence, dating violence, sexual assault, or stalking. Victims are urged to take all reasonable precautions to be safe. MPHA staff will also endeavor to refer a victim to providers of shelters and/or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring MPHA either to maintain a relationship with any particular provider or to make referrals in any particular case.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter for assistance in creating a safety plan. For persons with hearing impairments, the hotline can be accessed by calling 1-800-878-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's Sexual Abuse Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Local organizations in Hennepin County offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. The list of agencies below is maintained on the website of Violence Free Minnesota – <http://www.vfmn.org>

360 Communities/Lewis House Business Line: (952) 985-5300 Business Line: (651) 452-7288 Business Line: (651) 437-1291/TTY Crisis Line: (800) 336-7233 www.360communities.org	East Side Neighborhood Services Business Line: (612) 781-6011 www.esns.org	SEWA-AIFW (Asian Indian Family Wellness) Business Line: (952) 912-9100 Crisis Line: (952) 912-9100 www.sewa-aifw.org
Asian Women United of MN Business Line: (612) 724-0756 Crisis Line: (612) 724-8823 www.awum.org	Global Rights for Women Business Line: (612) 371-3204 www.globalrightsforwomen.org	Sexual Violence Center Business Line: (952) 448-5425 Crisis Line: (612) 871-

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Business Line: (612) 374-4342
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		5111 www.sexualviolencecenter.org
The Aurora Center for Advocacy & Education Business Line: (612) 626-2929 Crisis Line: (612) 626-9111 www.umn.edu	Indigenous Women's Life Net Business Line: (612) 879-1784 www.maicnet.org/project/indigenous-womens-life-net	Sojourner Project Business Line: (952) 933-7433 Crisis Line: (952) 933-7422 www.sojournerproject.org
Esperanza United Business Line: (651) 646-5553 Crisis Line: (651) 772-1611 www.esperanzaunited.org	Minnesota Indian Women's Resource Center Business Line: (612) 728-2000 www.miwrc.org	Tubman Business Line: (651) 825-3333 Crisis Line: (612) 825-0000 www.tubman.org
Community University Health Care Center Business Line: (612) 301-3433 www.cuhcc.umn.edu	Missions, Inc. Program / Home Free Business Line: (763) 559-1883 Crisis Line: (763) 559-4945 www.missionsinc.org	Tubman Chrysalis Center Business Line: (612) 871-0118 Crisis Line: (612) 825-0000 www.tubman.org
Comunidades Latinas Unidas En Servicios (CLUES) Business Line: (612) 746-3500 www.clues.org	Oasis of Love Business Line: (612) 529-6055 Crisis Line: (612) 529-6055 www.oasisofloveinc.org	Women's Advocates Business Line: (651) 227-9966 Crisis Line: (651) 227-8284 www.wadvocates.org
Cornerstone Advocacy Center Business Line: (952) 884-0376 Crisis Line: (866) 223-1111 www.cornerstonemn.org	OutFront Minnesota Business Line: (612) 822-0127 Crisis Line: (612) 822-0127 option 3 www.outfront.org/	Women of Nations Business Line: (651) 251-1605 Crisis Line: (651) 222-5836 women-of-nations.org
Division of Indian Work Business Line: (612) 722-8722 www.diw-mn.org	Phumulani Business Line: (612) 251-9421	

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Business Line: (763) 581-3942
Crisis Line: (763) 581-3940
northmemorial.com

Deleted: SEWA-AIFW (Asian Indian Family Wellness)

Business Line: (952) 912-9100
Crisis Line: (952) 912-9100
www.sewa-aifw.org

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Sexual Violence Center
Business Line: (952) 448-5425
Crisis Line: (612) 871-5111
www.sexualviolencecenter.org

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Deleted: Sojourner Project

Business Line: (952) 933-7433
Crisis Line: (952) 933-7422
www.sojournerproject.org

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Business Line: (651) 825-3333
Crisis Line: (612) 825-0000
www.tubman.org

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Business Line: (612) 871-0118
Crisis Line: (612) 825-0000
www.tubman.org

Deleted: Women's Advocates

Business Line: (651) 227-9966
Crisis Line: (651) 227-8284
www.wadvocates.org

<u>Domestic Abuse Project</u> Business Line: (612) 874-7063 Crisis Line: (612) 874-7063 www.domesticabuseproject.org	<u>Safe Journey at North Memorial</u> Business Line: (763) 581-3942 Crisis Line: (763) 581-3940 northmemorial.com	
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Business Line: (651) 251-1605

Crisis Line: (651) 222-5836

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www.puc-mn.org

- 10.5 **Tracking Emergency Transfer Requests.** MPHA shall keep a record of all emergency transfers requested under this Section and the outcomes of such requests for a period of three years. This information will also be reported to HUD as required.
- 11.0 **Reporting Requirements**
MPHA shall include in its 5 year plan a statement of goals, objectives, policies or programs that will serve the needs of Victims. MPHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to Victims, to help Victims obtain or maintain housing or to prevent the abuse or to enhance the safety of Victims.
- 12.0 **Conflict and Scope:** This Policy does not enlarge MPHA's duty under any law, regulation or ordinance. If this Policy conflicts with applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another MPHA policy such as its Statement of Policies or Section 8 Administration Plan, this Policy will control.

PART XXIII: COMMUNITY SPACE USE POLICY

1. PURPOSE:

Minneapolis Public Housing Authority (MPHA) established this Policy to facilitate the fair and safe use of Common Areas and Community Equipment in MPHA highrises. This Policy is part of the Lease.

2. MISSION STATEMENT:

The Common Areas are available to tenants and Signed Users to engage in activities permitted under this Policy and in compliance with the lease.

A Tenant, Tenant Guest, or Signed User may not be denied use of a Common Area because of race, color, creed, religion, national origin or ancestry, financial status, sex, sexual orientation, public assistance status, veteran status, marital status, disability, age, political or other affiliation.

To encourage a variety of activities and wide tenant participation, MPHA may modify hours of operation or limit repetitive activities, activities that interfere with others' health, safety or right to peaceful enjoyment of the premises or activities that result in the exclusive use of the area or a portion of the area.

DEFINITIONS:

The definitions in this Section apply only to this Policy.

Common Areas: Shared areas including entryways, hallways, stairwells, balconies, lobbies, lounges, laundry rooms, parking lots, patios or lawns, Community Rooms, craft rooms, kitchens, certain storage rooms, club rooms, rest rooms and other similar shared areas. Each highrise may have different Common Areas.

Community Equipment: Appliances, fixtures, flooring, window treatments, utensils, televisions, DVD players, other electronic devices, chairs, tables, lamps, and any other MPHA property in a Common Area.

Community Room: Is a room(s) designated by MPHA as a Community Room which is available to Tenants during hours of operation and may be scheduled for exclusive use of permitted activities. A Community Room may include but is not limited to craft rooms, kitchens, TV rooms, libraries and classrooms.

Damage Deposit: Sum of money paid to MPHA to assure the room is returned to the condition of prior to the event or use of the Community Room.

Fee Activity: Activity where fees are charged for participation.

Guest: A person who is on the premises with a Tenant's implied or express consent.

Heat Wave: When the outdoor temperature or heat index is 90° at 3:00 p.m. and the temperature is not forecast to go below 80° overnight.

Repeat User: A Signed User who is scheduled more than 12 times per calendar year.

Signed User: A person or entity that has MPHA's written approval for the exclusive use of a Common Area and has completed and signed all documents required by the MPHA.

Space Use Permit Request Form: A form when approved by MPHA permits a Signed User the exclusive use of a Common Area.

Tenant: A person who has a current MPHA lease. A person is only a Tenant at the building where they reside.

COMMUNITY ROOM HOURS OF OPERATION:

A Community Room is available for use from 8:00 a.m. until midnight unless there is a Heat Wave. Unless scheduled by a Signed User, the Community Room is open to all Tenants. MPHA may modify hours of operation or limit repetitive activities, activities that interfere with others' health, safety or right to peaceful enjoyment of the premises or activities that result in the exclusive use of the area or a portion of the area.

5. **TELEVISION USE IN COMMON AREAS:**

Televisions, stereos and other electronic equipment with volume shall be operated at reasonable volumes at all times and at lower volumes between 10:00 p.m. and 8:00 a.m. in the Common Areas.

6. **SAFE AND SANITARY USE OF FLOOR SPACE:**

Only clean, sanitary and pest free equipment is allowed in the Common Areas. Personal equipment or other equipment not owned by MPHA including but not limited to floor mats, yoga mats, blankets, pillows, sleeping bags and carpets will not be stored in a Common Area.

At all times, the use of furniture, floor mats, fixtures and other similar equipment shall permit 36-inch aisles and walkways to allow safe ingress and egress and the safe passage and use of wheelchairs, walkers and other mobility aids within the room.

7. **CODE OF CONDUCT:**

All Common Area activities will comply with the lease and promote the health, safety and peaceful enjoyment of the premises. The following procedures include but are not limited to:

- A. No disruptive or loud activity or any other activity which adversely interferes with other permissible Common Area activity;
- B. Televisions, stereos and other electronic equipment with volume shall be operated at reasonable volumes at all times and at lower volumes between 10:00 p.m. and 8:00 a.m.;
- C. The Tenant who gave the original consent for a Guest to be on the premises must accompany the Guest at all times except for when the Guest is going to and from the Tenant's unit and the entry door. Violation of this clause will be grounds for the trespass of the Guest and may jeopardize the Tenant's lease;
- D. Tenants may have no more than five guests in a non-scheduled Community Room. MPHA may reduce the number of guests allowed during non-scheduled times to ensure right of peaceful enjoyment of the Community Room by all Tenants. Residents Councils may also vote to limit the number of guests in the Community Room.

No body washing other than hands;

No sleeping or napping;

No pornographic, offensive, or degrading TV shows, magazines, movies, music or video games;

No activity in violation of local, state, or federal law and regulations and ordinances;

No gambling in any form;

No possession or use of alcoholic beverages or illegal drugs; and

All activities and conduct shall comply with the lease.

8. DAMAGES TO COMMUNITY ROOMS:

The Signed User will be responsible for damage to MPHA property, clean-up expenses and repairs or replacement of Community Equipment. The charge will be placed on the Tenant's account. A non-tenant Signed User will pay a refundable Damage Deposit of \$300.00. The deposit must be made by check or money order, which will be returned if the Community Space is returned in good condition (see Section 15.0 - Community Space Use Clean-Up). Cost of repairs and clean-up will be taken from the deposit before any refund is given. Damages and clean-up expenses that exceed the Damage Deposit will be billed to the non-tenant Signed User.

9. MINNEAPOLIS PUBLIC HOUSING AUTHORITY RESPONSIBILITIES:

A. MPHA will designate at least one space in each highrise as a Community Room.

MPHA will maintain Common Areas in compliance with the lease.

Property Management will negotiate space use or service agreements for Repeat Users and will notify the Resident Council.

MPHA building management will do the following:

- 1) Schedule the use of Community Rooms and equipment;
- 2) Refer requests for space use by vendors/providers and other Repeat Users to the Regional Property Manager;
- 3) Notify the Resident Council or its officers of any space use request;
- 4) Process completed and approved space use permits;
- 5) Maintain and post scheduled use on a master calendar;
- 6) Arrange for key use;
- 7) Monitor use of space in accordance with this Policy; and
- 8) Collect and return the Damage Deposit.

10. REQUESTS FOR MPHA MAINTENANCE STAFF:

If needed, the MPHA maintenance staff will set up and take down tables for regular Resident Council functions. To request service, a Resident Council officer shall request a work order at least one week in advance of the scheduled event and during business hours by calling Work Orders at 612-342-1585.

The MPHA maintenance staff will not provide such service after normal working hours.

11. SIGNED USER'S EXCLUSIVE USE OF A COMMUNITY ROOM:

A. Indemnification:

All Signed Users shall defend, indemnify and hold MPHA, its officers, directors, employees and agents, successors and assigns harmless from any claims, damages, liabilities, costs or expenses arising out of the Signed User's and any attendee's use of a Community Room or equipment. MPHA

may require a Repeat User to provide liability insurance in the amount of \$1.5 million naming MPHA as an additional insured on the liability insurance policy.

B. Service Agreement:

A Signed User who provides educational or service programs to MPHA Tenants shall have a current service agreement with MPHA and valid insurance.

C. Space Use Request Form:

A Signed User must complete and submit a Space Use Request Form (see attachment #1) and submit to MPHA building management at least two weeks prior to the date of requested use of the Community Room. Regularly scheduled activities of the Resident Council and service providers who have a service agreement with MPHA are exempt from this requirement. These regularly scheduled activities will remain on the Master Calendar.

Community Rooms Signed Use Requirements:

Community Rooms available for Signed Users are available from 8:00 a.m. until 10:00 p.m. and for no more than 6 hours per day. MPHA may make exceptions for resident council activities.

Signed Users shall submit their request to building management at least two weeks prior to the use.

The request must detail the activities planned. Management will timely respond to the request.

MPHA building management or its designee will conduct a mandatory pre-event inspection and meeting with the Signed User to review the rules for using the space and equipment. No activity will take place without the inspection and meeting.

The keys for the Community Room must be obtained from building management at the commencement of the scheduled space use and returned upon completion of the activity.

No decorations or alterations may be made to the space including but not limited to taping, tacking or attaching anything to the walls or ceiling. MPHA Community Equipment may not be removed from the Community Room except by MPHA staff.

The Signed User of a Community Room and Community Equipment may post appropriate notices on site bulletin boards. No other signs are to be displayed on the premises or the exterior of the premises without the written consent of MPHA.

The Community Room and Community Equipment may be reserved for reasonable and appropriate activities. These may include Tenant sponsored memorial services, religious services and worship.

- 8) A non-tenant Signed User of a Community Room must provide a Tenant monitor who must be present for the duration of the event and will let the group in/out of the building. The Signed User must also ensure that no doors are propped open and no other security breaches occur. No pets or other animals except for service animals are allowed in the Community Room.
- 9) The Signed User of a Community Room or Community Equipment must confine activity to the area(s) reserved.
- 10) The Signed User of a Community Room must supervise attendees and be responsible for the behavior of all guests. The Signed User must be present for the duration of the event. The maximum number of people permitted in the reserved Community Room is the number posted as determined by MPHA or 50, whichever is less.
- 11) The Signed User shall ensure that guests follow security procedures including signing into the building and presenting valid identification. The Signed User will also ensure that the parking policy is followed along with all other building rules.

- 12) The Signed User of a Community Room shall ensure compliance with this Policy.
- 13) The Signed User of a Community Room is responsible to secure/lock all Community Equipment used or accessed.
- 14) At MPHA's discretion the signed user of a Community Room may be responsible to pay MPHA for the cost of a Security Guard during the event.
- 15) Repeat Users of a Community Room shall provide liability insurance in the amount of \$1.5 million and naming MPHA as an insured.

12. PRIORITY FOR SCHEDULED USE OF A COMMUNITY ROOM:

Use of a Community Room and/or Community Equipment is prioritized as follows:

Precinct caucuses and general and primary elections in accordance with State law;
Resident Council activities (i.e. self-government, education programs, health programs, recreation and socials);

C. MPHA;

Resident service provider that has a service agreement with MPHA;
One-time or sporadic resident service provider without a service agreement with MPHA;
Private activity for the personal use of a Tenant;

Local, state and federal elected officials;

Recognized neighborhood associations and recognized non-resident groups;

I. Non-resident groups hosted by a Tenant;

13. FEES AND PROFITS CHARGED AT A SCHEDULED EVENT:

A Signed User may make a profit or charge fees to meet the expenses of the approved activity or to raise money for a community project. The following rules apply:

- A. At least two weeks in advance of the scheduled event, the Signed User will submit a Space Use Permit Request to MPHA building management. The request must include information regarding the fee to be charged, an estimate of the anticipated expenses and delivery of any necessary equipment;
- B. Ten percent of the profit from profit-making activities will be paid to the Resident Council;
- C. Signed Users for profit-making activities shall submit detailed expense and profit statements to the Resident Council and MPHA within one week after the event;
- D. Any benefit, bazaar, rummage sale, exhibit, supper, dance or other event provided to Tenants by a Tenant or non-tenant person or group must complete a Space Use Permit Request indicating that the Resident Council will share 10% of any profit or an amount agreed to by the Resident Council.
- E. Any Signed User may be charged a fee for janitorial maintenance and service provided by MPHA. The Signed User may be required to sign an additional agreement with MPHA which will encompass conditions of the space use;

- F. MPHA reserves the right to deny scheduled use of a Community Room if it determines that the profit-making activity is not in the best interests of the Tenants;
- G. A Tenant may reserve a Community Room for group profit-making activity only if:
 - 1) A specific list of invitees is provided to MPHA upon request, prior to the activity;
 - 2) The activity is not posted or noticed; and
 - 3) No general invitations are made to the Tenants in the building.

14. **VENDORS AND VENDING MACHINES:**

The Resident Council shall approve vendors and vending machine service and MPHA shall approve the location of the vendor and vending machine(s). If additional utilities or relocation of utilities is required, the cost will be billed to the Resident Council, who should in turn bill the vendor.

15. **COMMUNITY ROOM PICK-UP:**

- A. The Signed User shall leave the space and Community Equipment in the same condition as during the pre-event Inspection;
- B. Any Resident Council equipment and supplies may only be used with prior Resident Council or authorized representative approval;
- C. All Community Equipment shall be returned to the storage spaces provided;
- D. Folding chairs and tables are to be set up and taken down by the Signed Users and their designees.;
- E. All kitchen equipment, utensils and/or dishes, dish cloths and towels shall be washed, cleaned, dried and returned to proper storage places;
- F. Stove top and oven, microwaves, countertops, tabletops, sinks and chairs shall be cleaned;
- G. Signed Users and their designees shall replace, return or reimburse the Resident Council for the consumption of condiments, paper products, dish cloths, towels, and any other Resident Council items;
- H. All items brought in for use during an activity must be removed following the activity; and
- I. The Signed User shall sweep floors, wipe up spills and properly dispose of garbage, paper products, permitted decorations and other debris.

16. **TERMINATION OF COMMON AREA EXCLUSIVE USE:**

If a Tenant, person, group, vendor, agency or any other user does not abide by this Policy, their reservation may be terminated, or future use may be denied.

APPENDIX A: MAXIMUM INCOME LIMITS FOR ADMISSION AND CONTINUED OCCUPANCY

The following maximum annual income limits are based on the Annual Income (as defined in Part I) and became effective or as amended by HUD:

Family Size	Lower Income Family	Very Low Income Family	Extremely Low Income Family
One Person	\$52,850	\$35,000	\$21,000
Two Person	\$60,400	\$40,000	\$24,000
Three Person	\$37,950	\$45,000	\$27,000
Four Person	\$75,500	\$50,000	\$30,000
Five Person	\$81,550	\$54,000	\$32,400
Six Person	\$87,600	\$58,000	\$34,800
Seven Person	\$93,650	\$62,000	\$39,010
Eight Person	\$99,700	\$66,000	\$43,430

At least 40% of applicants admitted to Public Housing must be at or below the Extremely Low-Income level. No family will be admitted whose income is above the Lower Income level.

Note: HUD regularly changes the Annual Income limit and will automatically change in this part when MPHA receives the revisions from HUD.

APPENDIX B: MONTHLY ALLOWED UTILITY CALCULATIONUSAGE

Utility Allowances are in effect for MPHA's Lease to Own properties and MHOP units and are governed by the Metro HRA Standards, which can be found at www.metrohra.org

UTILITY ALLOWANCES (effective January 2017)

HUD gives PHAs wide latitude in how they develop utility allowances for their public housing units.

Although the federal regulations state the various factors that should be taken into account, they do not require that any particular methodology be used to calculate allowances. Instead, it is left to the PHA to decide which methodology to use in establishing allowances.

MPHA has established monthly allowable utility usage amounts using the engineering methodology. With the engineering-based methodology, the MPHA uses engineering calculations and technical data to estimate reasonable energy and water consumption for a particular type of dwelling unit or household. The reasonableness of the monthly utility usage amounts is set using the engineering-based methodology depends on assumptions made in the calculations. This document provides the assumptions made in the calculations. Amounts over the monthly allowable utility calculation are charged to the Tenant. MPHA will use the calculations below to determine amounts over the monthly allowable utility usage to be charged to the Tenant.

Step 1: From MPHA allowable and non-allowable end uses.

Allowable

Space Heating
Domestic hot water
Cooking
Refrigeration
Lighting
Misc. Electrical Appliances
Clothes Washer
Clothes Dryer
Water/sewer

Non-allowable

Cooling
Space heaters

Step 2: From MPHA, allowances are to be determined for each individual unit.

Step 3: Establish energy requirements for Space Heating

Using the HUD formula and building load spreadsheet for each home.

$$\text{Annual Energy Consumption} = \frac{\text{Building Load} \frac{\text{BTU}}{\text{hr}} \times \text{HDD} \times 24 \frac{\text{hr}}{\text{day}}}{(\text{system eff}) \times \frac{\text{BTU}}{(\text{Fuel unit})} \times (\text{design Temperature difference})}$$

Building Load is determined per engineering calculations using established engineering guidelines. Existing information such as building size and insulation, windows, infiltration, etc, were used along with the 99% design temperature for Minneapolis per HUD Utility Allowance Guidebook.

Heating Degree days (HDD) = 8310 for Minneapolis (from Appendix C in HUD guidelines)
 System efficiency was assumed to be 65% (65% was used as an accepted engineering practice for furnaces over 20 years old, ref ACEEE). 85% was used for newer "high efficiency furnaces.

Btu per therm of Natural Gas = 100000

Design heating outdoor temp is -16°F in Minneapolis (from Appendix C in HUD guidelines)

Design heating indoor temp is assumed at 72°F

Temperature differential used is therefore 88°F

The equation then reduces to:

For 65% efficient:

$$\text{Annual Energy Consumption} = \text{Building Load (BTUh)} \times .0349 \left(\frac{\text{therm}}{\text{BTUh}} \right)$$

For 85% efficient:

$$\text{Annual Energy Consumption} = \text{Building Load (BTUh)} \times .0267 \left(\frac{\text{therm}}{\text{BTUh}} \right)$$

Note: this gives an annual consumption based on the 99% heating design temperature (meaning 99% of the time the temperature is above this), which is -16°F and a room temperature of 72°F, therefore with and normal monthly average temperatures, this will be very high compared to normal usage.

Minneapolis Weather (from National Weather Bureau)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Avg. High	20°	26°	38°	56°	68°	78°	84°	80°	70°	58°	41°	25°
Avg. Low	2°	8°	22°	36°	47°	57°	64°	60°	50°	38°	25°	10°
Mean	12°	18°	31°	46°	58°	68°	74°	71°	61°	48°	34°	18°
HDD/mh.	1649	1366	1147	612	286	75	14	26	195	496	993	1451
Faction HDD/mth	0.198	0.164	0.138	0.074	0.034	0.009	0.002	0.003	0.024	0.060	0.120	0.175

Degrees in Fahrenheit

Note that using the design temperature verses the average temperature gives a very conservative energy consumption.

From the Annual Consumption multiply by the monthly faction of HDD to establish monthly usage.

Step 4: Establish requirements for Domestic Hot Water

$$\text{Monthly Energy Consumption} = \frac{^{\circ}\text{F rise} \times 8.33 \left(\frac{\text{lb}}{\text{gal}} \right) \times \left(\frac{\text{gal}}{\text{month unit}} \right)}{\text{system eff} \times \left(\frac{\text{BTU}}{\text{fuel unit}} \right)}$$

8.33 lb. per gal of water

Gal/month/unit = 40 gal/resident per day x number of residents x 31 days per month. Note that this is based on ASHRAE recommendations and is more than the HUD guideline.

Temperature Rise was 70°F (120°F- 50°F) per HUD Utility Allowance Guidebook for North Central Localities

System efficiency was assumed to be 60% (60% was used as an accepted engineering practice for water heaters over 20 years old, ref ACEEE)

Btu per therm of Natural Gas = 100000

Number of residents per unit:

	0-1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
# of Residents	1	3	5	7	9	11

This reduces the equation to:

$$\text{Monthly Energy Consumption} = 0.3332 \times \# \text{ of residents} \times \# \text{ of days per month}$$

Step 5: Establish gas requirements for cooking

Were established based on the number of bedrooms from Table 5.1 of the HUD Utility Allowance Guidebook

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Gas (therms)	4.8	5.4	6.5	7.4	8.1	8.8

Step 6: Establish electric requirements for refrigeration

New refrigerators installed were GE – GTH 186 GBD. Name plate data is 383 kWh/yr. or \$43.47/yr. (at \$.1135/kWh).

Step 7: Establish electric requirements for lighting

Monthly requirements were established based on upper limit in Table 5.2 of the HUD Utility Allowance Guidebook

	0-1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Elec kWh	90	135	185	235	235	235

Step 8: Establish electric requirements for Miscellaneous Electric

Were established using the top range of Table 5.3 in the HUD Utility Allowance Guidebook

	0-1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Elec kWh	135	170	205	240	240	240

Step 9: Establish electric requirements for Clothes Washer

Were established based on Table 5.4 in the HUD Utility Allowance Guidebook

	0-1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Elec kWh	5	10	15	20	25	30

Step 10: Establish electric requirements for Dryers

Were established based on Table 5.5 in the HUD Utility Allowance Guidebook

	0-1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Elec kWh	60	120	180	240	300	360

Step 11: Establishing requirements for Water/sewer

The HUD Utility Allowance Guidebook recommends 60 gallons/person per day but notes that irrigation is allowed that would also need to be accounted for separately. A conservative estimate of 1.5 gallons/person per day is allowed for irrigation.

The monthly usage for water and sewer becomes:

$$\text{Monthly Usage} = (\# \text{ of residents}) \times 61.5 \frac{\text{gallons}}{\text{person}} \times 31 \frac{\text{days}}{\text{month}} \times .001337 \frac{\text{ccf}}{\text{gallon}}$$

This would reduce to:

$$\text{Monthly Usage} = (\# \text{ of residents}) \times 2.548 \frac{\text{ccf}}{\text{month}}$$

Step 12: Establish a total consumption allowance for each utility. Sum up allowances for each utility.

APPENDIX C: SALES AND SERVICE CHARGE SCHEDULE

When damage to a dwelling unit, its appurtenances, appliances and/or grounds is due to willful, malicious, or irresponsible conduct, such as abuse and/or neglect, caused by the Tenant, the following schedule shall be used to determine charges to a Tenant for the necessary repairs. Management shall utilize the "Guidelines for Determining Ordinary Wear and Tear" before assessing charges to a Tenant.

A copy of this schedule will be posted in each Management Office. Charges are not made for repairing things that wear out from ordinary use. A Tenant shall be apprised of his/her right to grieve any charges assessed against his/her account.

This schedule is meant to list standard and recurring items and does not cover all repairs and services. This schedule is subject to periodic changes.

1. **PLUMBING:**

Unplug sink, lavatories, toilets, floor drains (charge is assessed only if clog is due to a foreign object). If done by MPHA or Vendor:

Minimum Charge	\$50.00 (if completed by MPHA or actual charge if work is completed by a vendor)
Toilet Replacement	Actual Cost
Toilet Seat Replacement	\$ 33.00 (includes parts & labor)
Toilet Tank Cover Replacement	\$ 35.50 (includes parts & labor)
Single -Lever, Washerless Kitchen Faucet	\$ 60.50 (includes parts & labor)
Faucet Aerators	\$13.00 (includes parts & labor)
Removing or tampering with Aerators/Showerheads/Excess water charge	\$25.00

2. **ELECTRICAL:**

Reset circuit breaker or replace fuse + labor
(Charge actual cost if corrected by vendor)

Range Hood Replacement	\$35.00 (includes parts & labor)
Heating Plant Thermostat Replacement	\$45.00 (includes parts & labor)
Smoke Alarm Replacement	\$25.00 (includes parts & labor)
Tampering with or disconnecting a smoke detector	\$20.00
CO Detector	\$25.00
Replace Smoke Detector battery	\$ 5.00
Plastic rectangular light covers" Kitchen	\$18.00
Light cover Bathroom	\$ 8.00
Globe	\$ 3.00

3. **RUBBISH REMOVAL:**

Completed by MPHA	\$25.00 per large item or equivalent
Completed by Vendor or City of Minneapolis	Actual Cost
Littering or not disposing trash properly	\$25.00 minimum
Disposal of Mattress or Box spring	\$50.00 per item or MPHA's Actual Cost

4. APPLIANCES:

Range Replacement - when full replacement is necessary, the replacement cost will be adjusted by the depreciated value and its anticipated useful life based on a life expectancy of 12 years.

Range Replacement Cost	Depreciation
20" \$190.00	\$15.00 per year
30" \$212.00	\$16.00 per year
30" Range hood	\$41.00
24" Range hood	\$47.00
Range hood Filter	\$ 5.00
Stove Burner Knob Replacement	\$ 4.00
Oven Rack Replacement	\$ 7.00
Oven Door Replacement	\$56.00
Oven Door Handle Replacement	\$ 5.00
Oven Gasket	\$15.00
Minimum charge to clean range to function properly	\$25.00

Refrigerator Replacement - when full replacement is necessary, the replacement cost will be adjusted by the depreciated value anticipated useful life based on a life expectancy of 10 years.

Refrigerator Replacement Cost	Depreciation
11 cu. ft. \$365.00	\$26.00 per year
18 cu. ft. \$379.00	\$27.00 per year
Defrosting	\$20.00
Gasket Replacement	\$28.00
Crisper Tray Replacement	\$17.00
Door Bar/handle and End Cap Replacement	\$14.00
Refrigerator Shelf	\$15.00

Air conditioner Replacement Cost	Depreciation
	\$20.00 per year
Repairs	Actual cost
Air Conditioner sleeve cover	\$50.00 per cover

5. EXTERMINATION SERVICE FOR ROACHES OR BEDBUGS:

Actual charges are assessed to Tenant account if Tenant is not properly prepared.

First scheduled date	\$25.00
Each additional reschedule date	\$40.00

Charge assessed to Tenant account if the Tenant's willful, malicious, or irresponsible conduct (such as the Tenant's poor housekeeping) leads to the request for extermination service.

First need for service	\$25.00
Each additional request per calendar year	\$40.00

6. WINDOW AND OTHER GLASS REPAIRS:

Charges are based on size - length plus width in inches. Actual labor charges of the vendor will be assessed at \$10 per hour.

Up to 50"	\$15.00
51" to 72"	\$17.00
73" to 80"	\$20.00
81" or larger	\$25.00
Plexiglas	\$ 9.00/sq. ft.
Thermo Windows	Actual MPHA replacement cost
Sash Lock	\$ 3.00
Aluminum combination storm panel replacement	\$14.00
Aluminum combination screen panel replacement	\$10.00
Mirrored Medicine Cabinet	\$27.00 + Labor @ .50 hr.
Covers for the air conditioner sleeves	\$40.00

7. SCREEN/STORM DOORS:

Replacement:

Security Screen (each)	\$ 12.00/sq. ft
Security Screen with Frame (each)	\$225.00
Highrise screens	\$ 12.00
All other screens (each)	\$ 6.00/sq. ft
Solid Core (Benada), self-storing, Aluminum storm door	\$120.00

Repair:

Storm door pneumatic closer	\$12.00 + Labor @ .25 hr.
Storm door chain	\$ 2.50 + Labor @ .25 hr.
Storm door handle	\$ 5.00 + Labor @ .25 hr.
Apartment door security chain	\$ 9.00 + Labor @ .25 hr.
Basement Storm Sliding Window	\$24.00

8. WINDOW SHADES:

(Charges are based on width in inches)

Up to 37"	\$ 6.00
38" to 46"	\$ 8.00
47" to 55"	\$ 9.00
56" and larger	\$13.00
Window blinds	\$ 3.00 per slat

9. GENERAL CARPENTRY:

Lock change/cylinder change (if change is made at request of Tenant or if determined necessary by MPHA (each)	\$20.00/ each cylinder includes labor
Install security chain	\$10.00/includes labor
Install door sleeve	\$12.00/includes labor
Keys (each)	\$ 2.00
Lockout service After hours (highrise only)	\$30.00
Keys not returned upon vacate (per door)	\$25.00
Door stop molding (inside wood trim)	\$ 6.00
Closet Knobs	\$ 3.00
Closet Rod	\$ 6.00

Kitchen cabinet knob/handle	\$ 3.00
Cabinet doors	\$42.50
Cabinet Drawers	\$25.00
Sheetrock	\$13.00 per sheet
Switch plate/outlet covers	\$ 1.00
Ceramic tile replacement	\$ 1.00/sq. ft + Labor @ .75 hr.
Shower Rod	\$ 8.00
Towel Bar	\$ 6.00
Toilet Paper holder	\$ 5.00
Door Latch	\$ 5.00
Throw bolt	\$ 8.00
Privacy Lock	\$10.00
Passage Set	\$ 8.40
Door Replacement	MPHA cost
Shower Curtain	\$ 5.00
Handrail replacement	\$25.00
Ceramic or vinyl tile	\$ 2.50
Toilet Paper roll holder	\$ 1.00
Carpet Replacement	Actual Cost

10. EXTERIOR ITEMS: (FAMILY HOUSING UNITS):

Lawn Mover (push type - each)	\$65.00
Sod (installed)	\$ 1.50/roll
Trash carts (City of Mpls.) replacement after initial provision	\$56.00
Outside dryer vent cover	\$ 4.00
Outside faucet handle	\$ 4.00
Exterior outlet cover	\$ 7.00
Fence gate latch/handle	\$ 8.00
Stair treads	36" \$ 6.00
	46" \$ 8.00
Downspout extenders	\$ 1.00/ft

11. EXCESS UTILITY CONSUMPTION:

Air conditioner (June, July and August)	\$25.00/month
If a Tenant has outstanding air conditioner charges, MPHA will not allow further use of an air conditioner	
Tenants with air conditioners in the window or sleeve will be charged regardless of usage.	
Freezer (12 months)	\$ 4.00/mo.
Additional Freezer	\$ 8.00/mo. Only one additional freezer or refrigerator
Additional Refrigerator	\$ 25.00/mo.
Misuse (wasting) of Utilities	\$ 10.00
For Family Housing Units see Appendix B	

12. MISCELLANEOUS CHARGES:

Key Tag	\$10.00 (replacement of all functional tags and Medical)
Failure to recycle	\$7.00/mo. (Family Housing Units only)
Furnace Filter	\$15.00

Flood lamp	\$3.00
Snow Removal	\$45.00 minimum
Grass Cutting	\$45.00 minimum
Fire Damage/sprinkler damage Maximum Charge	\$5,000
Globe	\$3.00
Transfer holdover	\$10.00 per day highrise unit, \$40.00 per day Family Housing Unit
Returned check charge	\$15.00
Removal of volunteer growth (Non-Glendale Family Housing Units)	\$25.00 minimum
Minimum charge for staff to clean stove burners	\$25.00 minimum
Painting of smoke damaged unit	\$100.00 minimum
Moving and storage	Actual Cost
Removal of abandoned property	Actual cost
Damage due to Frozen/Burst Pipes Minimum	\$20.00
Maximum	\$5,000
Work requested after hours (not an emergency)	\$40.00
Food fires after hours (where staff responds)	\$40.00
Closing windows from November through March	\$10.00 (business hours)
Photocopies	\$00.25
Photocopies of Tenant Files will be charged actual cost	
Maximum charge for any Tenant caused damage	\$5,000
Damage caused by wheelchairs or scooter	actual cost
Not removing car from lot when maintenance or snow plowing occurs and the car is not towed	\$15.00
Leaving garbage containers on curb for over 24 hours after trash pick-up	\$15.00
Retrieving keys from elevator shaft	actual cost, MPHA or Vendor
Air Mattress	\$27.00 Queen \$22.00 Single
Mattress Covers	\$18.00 Single \$20.00 Full \$23.00 Queen
City Violation	Amount charged by the City

All other charges shall be made on the basis of material plus labor utilizing the following prevailing hourly labor rates, overtime rates apply for after-hours service or actual fee charged by vendor, which includes vendor's hourly rate plus travel time.

Buildings and Grounds Specialist,	\$17.25/hour
Service and Maintenance Specialist	\$17.25/hour
MPHA Carpenter	\$28.00/hour
MPHA Painter	\$27.00/hour
MPHA Stationary Engineer	\$27.00/hour
MPHA Electrician	\$40.00/hour
Seasonal Laborer	\$ 5.00/hr.

13. A tenant in any civil action shall pay Court Ordered Fees, costs, expense or other monetary amounts to MPHA.

GUIDELINES FOR DETERMINING ORDINARY WEAR AND TEAR

1. Management will inspect the unit with the Tenant upon move-in and note any existing problems, as in accordance with the lease.
2. Management will provide a copy of the move-in Inspection to the Tenant.
3. When determining charges for appliance repairs, the age of the appliance will be considered in determining whether the repair was due to Tenant abuse or neglect.
4. Structural damage or deficiencies will be noted when determining ordinary wear and tear.
5. The number of service calls on a specific item shall be considered when determining whether there was Tenant abuse/neglect.
6. The length of the tenancy shall be considered, along with the other considerations.
7. Tenant will be charged for damage caused by smoking, including the extra clean up and painting required.

APPENDIX D: HOUSEKEEPING STANDARDS

1. INTRODUCTION

Maintaining a clean Unit is the responsibility of the Tenant. Management will conduct at least an annual Inspection to assure that the Unit is being maintained properly.

Repairs are the responsibility of management or the Tenants, depending upon the nature of the damage or breakage. It is always the responsibility of the Tenant to report all deficiencies, damages or breakages to MPHA. The Units are leased in very good condition, free of defects and deficiencies. However, if you observe a defect or deficiency during the move-in Inspection, please see that it is noted on the Inspection form.

It is important that you call us when you need repairs. There is usually no charge for repairs unless you caused the damage. MPHA fully expects normal wear and tear over time.

Tenants who are elderly or have a disability are cautioned to avoid doing any repairs or cleaning that might endanger their safety. Arrangement for assistance should be made by the Tenant.

2. PEST CONTROL

Tenants are responsible for assuring that the condition of their Unit does not contribute to pest infestation or provide habitat for pests, including cockroaches, mice and bed bugs. Tenants must inform Management of pest control problems. The Tenant will follow cleaning standards listed in number 3 below. If the Tenant has not prepared for MPHA pest control vendors to treat the unit or that the condition of the unit is contributing to a pest infestation, the Tenant will be charged according to the Sales and Service Charge Schedule. Cockroaches need only a small amount of food to survive, all food sources, including food spills and crumbs, must be promptly cleaned.

Tenant shall prepare their unit for pest control treatment as explained in the pest control treatment notice.

When a bed bug infestation is evident, MPHA may require the Tenant to discard all infested personal belongings. The failure to discard infested items may lead to the termination of the lease with MPHA. MPHA is not responsible for bed bug infestation and will not reimburse Tenants for items that need to be discarded. All Tenants will refrain from bringing discarded items, including any items in the dumpster area, into the building, because these items may cause pest infestations.

3. CLEANING

Cleaning is the responsibility of the Tenant. The Tenant, if available, should accompany staff on walk through of annual and any other Inspections.

ALL ROOMS

All rooms shall be kept free of clutter and excess storage. Personal items shall be stored to reasonably permit the circulation of air, inhibit the growth of mold, and permit the Inspection of walls, corners, floors.

- 1) Walls and ceilings surfaces shall be free from the accumulation of dirt, cobwebs, marks, mold, adhesives and grime.

- 2) Floors, baseboards and corners shall be free from the accumulation of dirt, grease and built-up wax. MPHA carpet shall be free of the accumulation of dirt, litter, paint and stains. Tenants' carpet and rugs shall be clean and sanitary. Any stairs shall be free of clutter. No phone cords, extension cords or cable wire can run across the floor in traffic areas that would create a tripping hazard.
- 3) Doors need to fully open. Baseboards to the maximum extent shall be accessible.
- 4) Window glass and screens shall be free from the accumulations of dust, dirt and smudges. The window frame and sills shall be free from dust, dirt and mold. Window tracks shall be free from dust, dirt and debris and dead insects so that windows open and close smoothly. All window coverings such as shades, curtains, drapes, blinds, etc., shall be clean and not in a damaged condition to such an extent that they are an eyesore.
- 5) Doors, hardware, handrails and room trim shall be free from the accumulation of dust, dirt and grease. Sliding door tracks shall be free from dust and debris so that they slide smoothly. Clothes, clothes hangers, bags or other objects may not be hung from any door handle or the top of the door. No object may interfere with the closing and latching of doors.
- 6) Electrical fixtures, outlets and cover plates shall be free from paint, dust, grease and grime.
- 7) Heat vents, radiators and cold air returns shall be free of visible dust, dirt, debris, food, grease and grime. Only the covers on cold air returns should be removed for cleaning. Personal items may not block heat vents, radiators and cold air returns.

MPHA requires enough space in all rooms to facilitate ingress and egress, the ability for MPHA staff to maintain the bedroom windows, outlets, heating system, switches and other fixtures and similar access as necessary, and provide pest control services.

KITCHEN (Also includes all items in Section A.)

- 1) Cabinets, cupboards, drawers, counter tops and pantry area shall be free of the accumulation of grease, grime, sticky substances, dust, paint, food spills and splatters.
- 2) Stove: The entire outside and inside of the range and oven including the knobs, drip pans, burners, grates, trim rings, the area under drip pans, inside oven, cook tops, racks, range hood and broiler pan shall be free from grease, dust, dirt, food spills and burnt on substances. Upon request, from highrise Tenants, MPHA will move stove and refrigerator for Tenant and return after the Tenant has completed cleaning behind the appliances.
- 3) Refrigerator: The entire outside and inside surfaces including the racks, trays, shelves, etc., shall be free from food spills, sticky substances, spoiled foods and accumulations of frost more than one-fourth inch thick. Defacement of surface is not allowed (stickers, adhesive backers).
- 4) Plumbing fixtures shall be free from dirt, grease and grime.

C. **BATHROOM** (Also includes all items in Section A.)

- 1) Shower walls, floor, tub, sink, medicine cabinet, exhaust fan and cover, etc. shall be free from the accumulation of mold, dirt, grime, paint splatters or other residue.
- 2) Toilet: Inside and outside of toilet bowl, tank and seat shall be free from stains, dirt, grime and odors.
- 3) Accessories: Towel bars, grab bars, shower seats, faucets, etc., shall be free from mold, dirt, grime, paint or other residue.

D. STORAGE

- 1) Combustibles or flammables shall not be stored in the dwelling unit. In family developments nothing shall be placed within three feet of the furnace, water heater or vent pipes (this is a major fire hazard). This area shall be free from loose dirt, litter, and cobwebs. Clothes shall not be thrown on the floor.
- 2) Perishable foods shall be properly refrigerated. No food or other items except clean cooking utensils shall be stored in the oven. Bulk foods are not to be stored in their original cloth or paper-based containers; these items must be stored in insect and rodent-proof containers. All refrigerated or frozen foods shall be stored in containers or properly wrapped in foil, plastic wrap, freezer wrap, etc.

All personal property shall be stored in a manner to allow proper air circulation and swift exit in case of emergency and in a manner that will not attract pests or create a health or fire hazard. Items must be neatly stacked on shelves or in boxes and placed to allow for a safe traffic flow.

E. TRASH AND GARBAGE CONTAINERS:

All trash and garbage shall be stored in appropriate rodent-proof and leak-proof containers. Plastic liners are recommended; however, paper bags may be used. All discarded food and wet garbage must be wrapped and disposed of every day if paper bags are used instead of plastic liners. All grease and food spills shall be washed from both the inside and outside of the trash and garbage container. All trash and garbage must be sealed in bags or wrapped up before being put down the trash chute. Items that are too large to fit down the chute must be brought to the area on the first floor or area outside of building designated for such items.

Family development Tenants will be provided with City of Minneapolis trash carts at no cost to the Tenant at move-in. Containers for recycling items are also provided by the City. It is expected that all Tenants will participate in recycling. The monetary penalty imposed on MPHA by the City for Tenants who do not contribute items for recycling will be charged to the Tenant. (See Sales and Service Charge, Schedule.)

All Tenants shall refrain from leaving dirt, litter, trash or garbage in the public hallways, community spaces, laundry rooms, entries, grounds, etc., or soiling these areas or building furniture. Garbage is to be deposited only in the trash containers located in any of the public areas. All Tenants will refrain from bringing discarded items into the building from the dumpster area, because these items may promote pest infestations.

F. REPAIRS

It is the responsibility of the Tenant to notify the Work Order Department immediately when MPHA equipment doesn't work right or when repairs or pest control are needed

- 1) Walls, ceiling, doors and room trim: There shall be no holes in walls or ceilings other than small holes made for hanging pictures or plants. Objects such as pictures may be hung on walls. Only picture nails or proper ceiling hooks or concrete anchors may be used to secure objects. Avoid making numerous and excessively large holes. Hardware shall be in good working condition.
- 2) Floors shall be free of broken or missing tile, gouges, holes, burns, etc. Any such conditions must be reported to management.
- 3) Windows and screens: Windows shall be free from open cracks, chips, holes or missing glass. Corner cracks under 4" long running between adjacent window edges are acceptable as long as the two (2) pieces of glass are flush and tight. Windows shall open and close easily. In the event repair is needed, the Work Order Department should be notified for repair. Furniture may not block windows.
- 4) Electrical and plumbing fixtures shall be in good working condition and intact.
- 5) Cabinets, counter tops and shelves shall be intact without burns, gouges, and breakage. Any such conditions must be reported to management. Hardware shall be in good working condition.
- 6) Appliances shall be intact and in good working condition.
- 7) Smoke detectors: no covering, disconnecting or other tampering with smoke detectors is allowed. This is a Minneapolis City code item and is also a lease violation.

Other items, grates, grilles, vents, radiators, thermostats, etc., shall be intact and in good working condition.

Air Conditioner sleeves: The Tenant shall immediately call the Work Order Department if cold air is entering the unit through the air conditioning sleeve or cover.

ADDITIONAL HOUSEKEEPING STANDARDS - TENANTS IN FAMILY HOUSING UNITS:

1. EXTERIOR PROPERTY AREAS (Areas outside your apartment or house)

A. STANDARD

Yards shall be neat and free from rubbish, garbage or litter. This includes the grass, walks, steps, parking lots, parking pads, sheds, alley, patios, balconies, decks, window wells, and other grounds as assigned to the individual dwelling.

B. YARD MAINTENANCE

All weeds and volunteer growth shall be removed along foundations, privacy fences, walks, steps, and window wells. Bushes and hedges shall be trimmed each year in Family Housing Units. Grass shall be cut often enough so that it will never exceed five (5) inches in height. Yards shall be kept free from the accumulation of leaves or long, cut grass.

Constant or repeated heavy traffic over the same area by the Tenants or their guests will cause or contribute to the wearing down of grass or erosion of soil. Such damage is chargeable to the Tenant.

Gardens are permitted with Management's prior written approval. However, there may be additional charges to restore the yard to its original condition. There shall be no damage to trees and shrubs that would inhibit growth or detract from their appearance.

- C. GARAGES, FENCES, GATES AND HARDWARE: Shall be kept in good repair and working condition. Garages shall be free of clutter and excess storage. Storage should be off the floor or easily movable to permit access to walls, floors and corners.
- D. EXTERIOR STRUCTURE: The exterior walls and doors of the house or apartment shall be kept free of accumulation of dirt. All window glass shall be kept clean. Tenants shall inform the PHA when there is graffiti on their building, fences, sidewalks, etc. as soon as possible. Any exterior damage to the building such as bent, broken or missing downspout, handrails, storm doors and hardware, security screens, or other property such as sidewalks, etc. shall be reported to the PHA as soon as possible.
- E. SNOW AND ICE REMOVAL: Snow and ice shall be removed from all assigned walks and steps within 24 hours of the snowfall as per Minneapolis City Code.

HOUSEKEEPING DEFINITIONS

accumulation	a heap, pile of collection
adhesive	a substance such as glue, cement or tape
baseboard	board or covering at bottom of the wall
bulk food	large quantity of food sold in paper, plastic or cloth bags; foods that are not packaged
burn	marks caused by a hot item such as a hot pan, cigarette, iron, etc., being placed or dropped on a surface
burnt on food	food on surfaces of stove that has been burned or baked (black or brown in appearance)
clutter	items not in an orderly condition such as clothes, newspaper, boxes lying around
cobwebs	webs caused by spiders or dust
combustible	material capable of burning and is easily ignited
cuts	made by sharp object, such as a knife, that penetrate the surface
debris	the scattered remains of something broken or destroyed, or items improperly discarded
dirt	a filthy or soiling substance, such as mud, dust or grime

dust	light, fine, dry particles of dirt
flammable	capable of being easily ignited and burning or exploding very quickly.
flush fitting	fitting tightly together, no movement between parts; example, baseboard around wall
food spill	food that has been dropped on surfaces
free from	nothing there, such as no grease, dirt, grime, etc.
garbage	discarded remains of food
gouges	grooves or holes in floor, counter tops, etc.
grease/greasy	oily in appearance, sticky or slippery to touch
grime	soot, dirt, substances embedded in a surface
intact	not damaged, not broken, not cracked or defaced
normal wear and tear	regular use (excluding abuse) which contributes to the "wearing out" of an object over its normal life expectancy
perishables	food that will spoil unless properly stored
ragged condition	downgrades the appearance of the building
residue	something that remains on a surface, such as a film or scum from soap, dirt, etc.
rubbish	trash or garbage
scratch	a mark that penetrates the surface
smudge	excessive blurry spots or streaks
splatter	drops of food, paint, etc., on surface
stain	an unremovable soiled or discolored spot
sticky substance	glue, food grease, honey, sugar, etc.
trash	worthless or discarded non-food items
wax build-up	several layers of wax on the floor, baseboard, or other surfaces

APPENDIX E: SPECIAL HOUSING SITUATIONS

1. ELDERLY-DESIGNATED OCCUPANCY

MPHA has 12 highrise buildings are Elderly Designated for occupancy by persons or families whose head or spouse/co-head or sole member is 62 years of age or older or near elderly (50-62).

*1815 Central Ave NE	February 8, 1995
1314 - 44th Avenue North	February 8, 1995
2728 East Franklin Avenue	February 8, 1995
*1717 Washington St. NE	December 14, 1995
*115 West 31 St.	January 27, 1997
3110 Blaisdell Ave S	January 27, 1997
*600 - 18th Avenue North	September 9, 1999
*1710 Plymouth Avenue N	October 16, 2001
2533 1st Ave S	October 23, 2001
828 Spring St NE	May 15, 2003
350 Van White Memorial Blvd	March 1, 2006
630 Cedar Ave	Not yet Designated

*Units in these buildings which are especially designed to be accessible to persons with handicaps or disabilities may be leased to persons in need of that accessibility regardless of age, if no elderly or near-elderly applicant or Tenant is in need of the adaptation.

The transition of a highrise becoming Elderly Designated will be gradual and handled through normal attrition and according to the following:

- A. When a building is first Elderly Designated vacant units will be filled first with current Tenants, 62 years of age and older, who wish to move out of a general occupancy building into an Elderly Designated building. This is a one-time-only transfer opportunity to move under this plan.
- B. The next block of current Tenants who would be offered a chance to move into an elderly-only building (as a one-time-only opportunity) would be the "near-elderly" family head of household who is 50 - 61 years old.
- C. MPHA will offer current Tenants a one-time transfer opportunity to allow "elderly" and "near-elderly" Tenants to move into designated buildings when they attain the required age; as well as to all "non-elderly" individuals and families an opportunity, should they so desire, to move to general occupancy building.
- D. If there are still vacant units available, those units would first be offered to an approved "elderly" applicant currently on MPHA admission waiting list who wishes to live in an "elderly-only building." If there are still units available, the next group of approved applicants who would be offered a chance to live in a designated building would be "near-elderly" persons who wish to live in an "elderly-only" building.
- E. If a vacant unit in designated buildings is still vacant after 60 days, and there are no "elderly" or "near-elderly" applicants who will move into the unit, it will then be offered to other applicants on the waiting list, regardless of their age, in their order on the waiting list.

2. SPECIAL HOUSING PROGRAMS

Several community service agencies operate Special Housing Programs on MPHA premises. These programs provide participants with assistance and supportive services.

- A. Eligibility Criteria: Each Special Housing Program has its own specific eligibility requirements that Applicants must meet in order to qualify for these programs. In addition, Applicants for any of the Special Housing Programs must meet MPHA's general eligibility criteria as set forth in the Requirements for Admission.

Special Housing Programs Include:

1) SIGNE BURCKHARDT MANOR - 2533 1st Avenue South

This location is solely an [Housing with services](#) Program site for adults over 55 years of age. Signe Burckhardt provides three levels of care: General Assisted Living, Care Suites (higher care need), and a secure Memory Care Unit. Services provided are: Specialized care staff on site 24 hours daily, Nursing staff available 24 hours daily, assistance with personal care, medication management, three nutritionally balanced congregate meals, weekly housekeeping, weekly laundry, 24-hour emergency call and response system, and planned recreational activities.

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This program provides traumatically brain injured, mobility impaired, and physically disabled adults support services which include: Case management; encouraging development of social, employment related and/or independent living skills, personal care services, assistance with cooking and cleaning and 24-hour staff coverage.

Maximum capacity is 20 Tenants.

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2) LYNDAL MANOR- 600 18th Ave N

This program provides services to frail and elderly adults as well as adults with disabilities who require assistance with independent living. Service provided are: three balanced meal a day, homemaker/chore services -- housekeeping and other services provided as needed, home health aide/home nursing -- nursing and personal care at home as needed, 24-hour emergency response, and case management.

The maximum capacity for this program is 30 Tenants.

3) GRACE PLACE- 630 Cedar Avenue South

The Grace Place, a [Housing with services](#) program of the Korean Service Center provides services to frail, elderly and disabled Tenants. Grace Place offers a unique blend of services that provides culturally specific programming to Korean elders.

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4) PARKER SKYVIEW- 1815 Central Ave North East

This program provides services to frail and elderly adults, as well as adults with handicaps/disabilities who require assistance with independent living. Services provided are: Assistance with personal care, case management, two nutritionally balanced congregate meals daily, weekly housekeeping assistance, emergency response 7:00 a.m. - 11:00 p.m., assistance with medications, weekly bathing assistance, planned recreational activities, and on-call nursing.

5) HERITAGE COMMONS ON PONDS EDGE 350 Van White Memorial Blvd

This program provides services to frail and elderly adults, as well as adults with disabilities who require assistance with independent living. Services provided are: assistance with personal care, case management, two nutritionally balanced congregate meals daily, weekly

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housekeeping assistance, emergency response -24 hours a day, assistance with medications, bathing assistance, planned recreational activities and on-call nursing.

The maximum capacity for this program is 40 Tenants.

6) THOMAS F. FEENEY MANOR 901 4TH ST

The first public housing community in the nation to offer enhanced services, and comprehensive memory care housing with services. Feeney Manor consists of 48 units of subsidized housing with enhanced assisted living services. These services provide older adults an opportunity to live life to the fullest with needed supportive services tailored to their unique needs and preferences. Feeney Manor was designed with “Green” technologies utilizing renewable energy resources and incorporating carbon footprint reducing technologies.

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7) NORTHSIDE ACHIEVEMENT ZONE: Non-Glendale Family Housing Units in North Minneapolis

The Northside Achievement Zone (NAZ) exists to close the achievement gap and end generational poverty in North Minneapolis. The NAZ geographic “Zone” is a Racially Concentrated Area of Poverty. It is all of North Minneapolis that is the apex of poverty, violence and low educational achievement in the region. Maximum number of units 65.

8) HENNEPIN COUNTY COORDINATED ENTRY: Hennepin County will make referrals from Coordinated Entry to designated units.

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APPENDIX F: FLAT RENTS

Flat Rents will be calculated as no less than 80% of the Fair Market Rents (FMR) and will change as adjustments are made to the FMRs. Rent changes will be made within 60 days of the changes to the FMR and Tenants will be given a 30-day advanced written notice.

Highrise Units

Studio	One Bedroom			
\$806	\$919			

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Glendale Units

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	
\$919	\$1,128	\$1,533	\$1,767	

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Family Housing Units (Non-Glendale)

Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
\$1,128	\$1,533	\$1,767	\$2,032	\$2,297

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APPENDIX G: SCHEDULE OF SECURITY DEPOSITS

Highrise Units

All highrise units regardless of size				
\$150.00				

Glendale Units

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	
\$150.00	\$150.00	\$200.00	\$250.00	

Family Housing Units (Non-Glendale)

Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
\$300.00	\$350.00	\$400.00	\$400.00	\$400.00

APPENDIX H: APPLICANT CRIMINAL HISTORY SCREENING CRITERIA

These guidelines assist MPHA in determining whether an applicant should be admitted or denied housing assistance due to their criminal history. There is no presumption that an applicant with a criminal conviction should be denied assistance. Rather, MPHA will, in compliance with federal regulations 24 C.F.R. § 960.203(d), give each applicant consideration “to the time, nature, and extent of the applicant’s conduct, including the seriousness of the offense.” In addition, MPHA will give consideration to mitigating factors, if any, and factors which might indicate a reasonable probability of favorable future conduct.

There are two steps to the screening process, (1) identification of applicants with one or more criminal convictions that require MPHA to conduct a further review of the applicant’s eligibility; and (2) case specific further review that takes into account individualized circumstances and the potential impact on the safety of residents and MPHA staff.

Identification of Applicants Requiring Further Review – Criminal History Screening Grid

The screening criteria grid assists MPHA in determining eligibility of applicants with criminal histories. The grid considers the nature, recency and severity of crimes committed for purposes of determining eligibility. Notwithstanding these guidelines, MPHA will comply with federal laws and regulations, and state law in its screening processes.

Applicants with convictions not listed in the Criminal History Screening Grid are admissible for purposes of criminal background screening, except that MPHA may consider similar crimes (i.e., similarity of underlying elements of the crime) to those on the grid from other jurisdictions. In addition, this grid does not limit or otherwise impact other MPHA screening criteria that considers past, present, and/or likely future behavioral, financial and personal conduct.

Regardless of the timeframes in the screening grid, MPHA may deny an application based upon a pattern or practice of misconduct, if such pattern or practice indicates a demonstrable risk to resident or staff safety or persons or property.

Categories of Crimes and Look-back Periods for Use in Determining Eligibility

The look-back periods in the Criminal History Screening Grid apply from the date of the conviction or date of release from detention or incarceration, whichever is more recent, to the date that MPHA processes the application (“date of screening”). The grid applies to convictions. Conviction is defined as a final judgment in a criminal matter; including but not limited to a finding of guilty by judge or jury, or a plea of guilty. A stay of adjudication or a continuance for dismissal is not considered a final judgment under this Part. Attempts and conspiracies to commit a crime will be treated the same as the primary crime. For example, a conviction of attempted murder will be treated the same as murder and sent for further review. If there is doubt as to the application of the grid to an applicant’s criminal history, the file will be sent for further review.

Criminal History Screening Criteria Grid

Type	#	Crime Category	Subcategory	Look-back period triggering further review
Crimes Against Persons	1	Assault	1 st and 2 nd degree 3 rd degree 4 th and 5 th degree, GM and Felony level only	Within 5 years of conviction or 1 year of release from date of screening Within 3 years of conviction or 1 year of release from date of screening Within 2 years of conviction
	2	Domestic Violence Other DV crimes (GM, felony or DV w/ firearm)	Misdemeanor All	Within 1 year of conviction or 1 year of release from date of screening Further Review
	3	Use of firearm against a person	All	Further Review
	4	Armed Robbery offenses (aggravated)	All	Further Review
	5	Robbery offenses, no weapon involved (simple)	All	Within 3 years of conviction or 1 year of release from date of screening
	6	Murder	All	Further Review
	7	Manslaughter	All	Further Review
	8	Kidnapping and Abduction	All	Further Review
	9	Criminal Sexual Conduct	All	Further Review
	10	Promoting, soliciting, prostitution; Indecent Exposure	Felony only; and indecent exposure GM and misdemeanor	Within 3 years of conviction or 1 year of release from date of screening
	11	Lifetime Registered Sex Offender		BANNED FOR LIFE

	12	Stalking	All	Within 3 years of conviction or 1 year of release from date of screening
Crimes Against Property	13	Arson-related offenses	All	Further Review
	14	Burglary/Breaking and Entering-related offenses	Felony or Gross misdemeanor	Within 5 years of conviction or 1 year of release from date of screening
	15	Theft, Stolen Property, Fraud-related offenses	Felony or Gross misdemeanor	Within 3 years of latest conviction or 1 year of release from date of screening
	16	Destruction/Damage/Vandalism of Property offenses	Felony or Gross misdemeanor	Within 3 years of conviction or 1 year of release from date of screening
Crimes Against Society	17	Drug offenses – Possession	Felony or Gross misdemeanor	Within 3 years of latest conviction or 1 year of release from date of screening
	18	Drug offenses - Manufacture, Distribution, or Possession with Intent to Distribute	All	Within 5 years of conviction or 1 year of release from date of screening
	19	Manufacture of Meth		BANNED FOR LIFE
	20	Driving under the influence-related offenses	If two or more convictions	Within 3 years of latest conviction or 1 year of release from date of screening
	21	Weapons offenses (other than use of a firearm against a person)	All	Within 3 years of conviction or 1 year of release from date of screening

In addition:

Type	#	Crime Category	Subcategory	Further Review
Multiple offenses	22	Misdemeanor assault, terroristic threats, misdemeanor Domestic Violence, Armed Robbery (aggravated and simple), promoting, soliciting or prostitution, stalking and drug offenses (manufacture, distribution, or possession with intent to distribute	If two or more convictions	If two convictions are within 10 years from date of screening

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The Criminal History Screening Criteria grid will be used by eligibility technicians and related MPHA staff who perform criminal background screening. The screening staff may depart from the grid if the staff has grounds to believe that the applicant presents a significant level of risk to the housing community based upon case-specific reasons, despite not having committed a crime falling within the Criminal History Screening Criteria grid. If such grounds exist, the staff will request further review of the applicant's eligibility, in writing, to the Manager or Supervisor of Leasing, Occupancy, and Compliance. Should the Manager or Supervisor of Leasing, Occupancy, and Compliance agree that there is a basis for additional review, the reasoning behind the decision will be documented and management will conduct a review using case specific circumstances as outlined in these guidelines.

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Further Review

Applicants who have criminal histories triggering further review will be reviewed by the MPHA Manager or Supervisor of Leasing, Occupancy and Compliance, or his or her designee. The additional review will consist of an individualized assessment of case specific facts that will assist in determining whether the criminal conduct indicates a demonstrable risk to residents, staff or related person's safety and/or property.

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Documents for consideration during further review may include, but are not limited to, the following and/or all other relevant documents, if relevant to the applicant's case:

- Letters from probation/parole officers, case workers, counselors, or therapists;

- Letters from employers, community organizations, or teachers;

- Certificates of treatment completion that is relevant to the conduct giving rise to the conviction (for example, domestic abuse/batterer's intervention, anger management, drug and alcohol treatment, behavioral therapy);

- Documents of proof of employment and/or completion of training.

When MPHA determines that further review is required, the applicant will be notified in writing and will be sent a copy of the criminal record relied upon, and the time frame to submit favorable information. The applicant will have the opportunity to dispute the accuracy of the conviction information before adverse action is taken based on a criminal conviction record in accordance with the law.

MPHA will review any relevant information the applicant gives to MPHA within the time period allowed for submission. MPHA will give consideration to the nature, recency and seriousness of the offense, rehabilitation if any, community support, and employment history.

Following review, the applicant will be notified of MPHA's decision. If MPHA denies admission, MPHA will notify the applicant in writing of the right to contest the decision. An applicant who is denied admission will have the opportunity to request an Informal Hearing to contest the denial, as outlined in the Requirements for Admission.

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APPENDIX I: APPLICANT HEARING RULES

The Hearing Officer(s) are in charge of the hearing.

The hearing shall be orderly. A hearing officer may remove from the hearing, any person who is disorderly.

All participants shall turn off cell phones, pagers and other similar devices during the hearing.

Either party, at their own expense, may make an audio recording of the hearing or arrange for a court reporter's transcript. Video recordings are not permitted. Upon request, either party will provide a copy of the audio recording and transcript to the other party at actual cost or as permitted under the Rules of Civil Procedure.

The MPHA shall present its case first so that the issues are stated.

The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence.

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The hearing is not subject to judicial rules of evidence and a hearing officer may allow hearsay evidence.

An attorney or another person may represent the applicant at the applicant's expense.

The applicant may question witnesses and present witnesses, documents and arguments to support their position and to dispute MPHA's evidence.

A Hearing Officer may ask questions relevant to the issues of the applicant, MPHA or any witness.

If an applicant asks for a reasonable accommodation or timely asks for VAWA protection during the hearing, MPHA may reschedule the hearing if the request is related to the reason for the hearing.

MPHA has the burden to show that the denial of admission complies with admission standards.

However, the applicant has the burden to show that grounds exist for a reasonable accommodation and a VAWA request.

The Hearing Officer(s) shall base their decision solely on the relevant evidence presented at the hearing and shall not make any settlements or agreements with the applicant.

In making the decision, the Hearing Officer(s) will consult amongst themselves and may not consult with anyone else.

MPHA will mail a copy of the Hearing Officer(s)' decision to the applicant within 10 working days or within a reasonable time.

If the applicant does not agree with the officers' decision, the applicant may appeal to a court of law.

If MPHA does not agree with the officers' decision, it may ask the MPHA Board of Commissioners to review and overturn the decision.

Applicant may give written and oral argument, although such argument is not evidence. When both parties are represented by legal counsel, each party must receive written or arguments and exhibits from the other party five business days prior to the hearing date except if there is a good cause reason for a delay in submitting such information, as determined by the Hearing Officers.

Deleted: Legal memoranda or other written arguments are not evidence. A memorandum shall be in the format listed below.¹

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APPENDIX J: TENANT HEARING RULES

1. The Hearing Officer(s) are in charge of the hearing.
2. The hearing shall be orderly. A Hearing Officer may remove from the hearing a person who is disorderly.
3. All participants shall turn off cell phones, pagers and other similar devices during the hearing.
4. Either party at their own expense may make an audio recording of the hearing or arrange for a court reporter's transcript. Video recordings are not permitted. Upon request, either party will provide copy of the audio recording and transcript to the other party at actual cost or as permitted under the Rules of Civil Procedure.
6. The MPHA shall present its case first so that the issues are stated.
7. The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence.
8. The hearing is not subject to judicial rules of evidence and a hearing officer may allow hearsay evidence.
9. An attorney or another person may represent the tenant at the tenant's expense.
10. The tenant may question witnesses and present witnesses, documents and arguments to support of their position and to dispute MPHA's evidence.
11. Hearing Officer(s) may ask questions relevant to the issues of the tenant, MPHA or any witness.
12. If a tenant asks for a reasonable accommodation or timely asks for VAWA protection during the hearing, MPHA may reschedule the hearing if the request is related to the reason for the hearing.
13. Tenant must show they are entitled to the relief sought; MPHA has the burden to show its action is justified. However, the Tenant has the burden to show that grounds exist for a reasonable accommodation and a VAWA request.
14. The Hearing Officer(s) shall base their decision solely on the relevant evidence presented at the hearing and shall not make any settlements or agreements with the tenant.
15. In making the decision, the Hearing Officer(s) will consult amongst themselves and may not consult with anyone else.
16. MPHA will mail a copy of the Hearing Officer(s)' decision to the tenant within 10 working days or within a reasonable time.
17. If the tenant does not agree with the officers' decision, the tenant may appeal to a court of law.
18. If MPHA does not agree with the officers' decision, it may ask the MPHA Board of Commissioners to overturn the decision.
19. Tenant may give written or oral argument, although such argument is not evidence. When both parties are represented by legal counsel, each party must receive written arguments and exhibits from the other party five business days prior to the hearing date except if there is a good cause reason for a delay in submitting such information, as determined by the Hearing Officers.

Deleted: oral and documentary

Deleted: Legal memoranda or other written arguments are not evidence. A memorandum shall be in the format listed below*.

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Deleted: memorandum or

Deleted: * A memorandum is limited to three 8 1/2

Deleted: x 11 pages in length and shall have no more than 1050 words or be in a mono-spaced font and contain no more than 96 lines of text. Either party shall deliver a written request for an enlarged memorandum to the other party, 10 days before the memorandum is due.

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APPENDIX K: REVENUE RECAPTURE HEARING RULES

The Hearing Officer(s) are in charge of the hearing.

The hearing shall be orderly. Persons exhibiting disorderly conduct may be removed from the hearing.

All participants shall turn off cell phones, pagers and other similar devices during the hearing.

Either party at their own expense may make an audio recording of the hearing or arrange for a court reporter's transcript. Video recordings are not permitted. Upon request, either party will provide

If a former tenant asks for a reasonable accommodation in able to have access to the hearing, or timely asks for a reasonable accommodation or VAWA protection regarding the underlying debt issue that is the subject of the hearing, MPHA shall reschedule the hearing if the request is related to the reason for the hearing.

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The MPHA shall present its case first so that the issues are stated.

The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence.

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The hearing is not subject to judicial rules of evidence and a hearing officer may allow hearsay evidence.

An attorney or another person may represent the former tenant at the former tenant's expense.

A former tenant may give written and oral argument, although such argument is not evidence. When both parties are represented by legal counsel, each party must receive written arguments and

Deleted: Legal memoranda or other written arguments are not evidence. A memorandum shall be in the format listed below*.

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exhibits from the other party five business days prior to the hearing date except if there is a good cause reason for the delay in submitting such information, as determined by the Hearing Officers.

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The former tenant may question witnesses and present witnesses, documents and arguments in support of their position and to dispute MPHA's evidence.

Hearing Officer(s) may ask questions of the former tenant, MPHA or any witness relevant to the issues.

The former tenant must show they are entitled to the relief sought. MPHA has the burden to show its action is justified.

The Hearing Officer(s)' decision shall be based solely on the relevant evidence presented at the hearing and shall not make any settlements or agreements with the former tenant.

In making the decision, the Hearing Officer(s) will consult amongst themselves and may not consult with anyone else.

MPHA will mail a copy of the Hearing Officer(s)' decision to the former tenant within 10 working days or within a reasonable time.

If MPHA does not agree with the Hearing Officers' decision, it may ask the MPHA Board of Commissioners to overturn the decision.

A memorandum is limited to three 8 1/2 x 11 pages in length and shall have no more than 1050 words or be in a mono-spaced font and contain no more than 96 lines of text. Either party shall deliver a written request for an enlarged memorandum to the other party, 10 days before the memorandum is due.



November 16, 2022

MEMORANDUM TO: MPHA Board of Commissioners

FROM: Abdi Warsame, Executive Director/CEO

SUBJECT: Executive Director's Report, November Board Meeting

While it has only been three weeks since last month's board meeting, the agency has made notable progress on some of its most significant projects. First is the 2023 Draft MTW Plan, which is presented to the full board for approval in its November meeting. Overall, the process this year has gone above and beyond what's required by HUD, establishing a 30-day public comment period from September 7 to October 7, hosting three public meetings, and providing the board a full list of comments received and agency responses—a new component for this year's process based on board members' previous feedback.

Upon board approval, agency staff will submit the draft plan to HUD, which will likely take several months to review it. Looking ahead, when the MTW reporting process begins next spring, agency staff intends to create a timeline for the 2024 planning process that includes the new board touchpoint from this year with the goal to deliver the report to HUD by October 15, as the agency has in prior years. I invite board members to share their thoughts about the additional touchpoint in this year's process ahead of approving the 2023 MTW Plan and the agency's amended Statement of Policies.

Beyond the MTW plan, the agency is preparing the 2023 MPHA budget. Earlier this month, the agency hosted three budget workshops on November 8, 9, and 10 for board members to learn about the proposed budget and ask questions. Following these workshops, agency staff are preparing a final budget to present to the full board for approval in its December meeting.

Also working towards a December board approval is the agency's new, five-year strategic plan. In coordination with Chair Hoch, the Bronner group hosted a special meeting with members of the board's executive committee on November 7 and will do so in another meeting planned on November 21 to share a draft plan that incorporates nearly a year's worth of inputs and feedback for final comments. Following these review sessions, and assuming the Chair and board members are satisfied with the opportunities to engage with and shape the strategic plan, MPHA staff and Bronner will prepare to present a final plan for approval during the board's December meeting.

While these three items make up the bulk of the agency's priorities for the remainder of 2022, I can also report recent progress on the agency's exploration of HUD's new Faircloth-to-RAD (FTR) program. This is a new HUD initiative that allows PHAs to use their Faircloth authority to deliver operating subsidies to deeply affordable housing units. To date, only a handful of projects have been completed across the country, with fewer than 50 in the pipeline nationwide. Currently, the agency has 892 units in its Faircloth authority.

Agency staff and its outside consultant have worked with HUD to understand the underwriting process for this program, financial models other PHAs have leveraged in this program, as well as the roles for mixed finance and recapitalization efforts play in funding. Agency staff is currently waiting for guidance



from HUD's recapitalization office to provide clarification to the process and guidance on how MPHA can proactively determine zip code-specific rental limits without the normally burdensome process of making determinations on a per-project basis. Following additional guidance from HUD (and subsequent review by staff and consultant), MPHA staff will convene a meeting with potential partners in new FTR unit development in line with the agency's new strategic plan, past PBV allotments, and newly clarified HUD policy and procedures.

Beyond moving these workstreams forward, the agency continues to build partnership with the City of Minneapolis, meeting with 12 of the 13 City Councilmembers about the mayor's proposed 2023/2024 budget (with the final councilmember scheduled for later this month). These meetings have been productive, informative, and leave me feeling confident the agency will receive the \$3.7 million proposed by the mayor in his 2023 budget. Our team also met with the city's CPED department to discuss a variety of topics, including the mayor's proposed 2023/2024 budget, MPHA's fire suppression work, and developing a coordinated plan to address Heritage Park. Overall, it was a very positive meeting, and there is a lot of interest, specifically around Heritage Park, to ensure we are taking a collaborative, multijurisdictional approach when approaching the challenges at the site.

Finally, I want to again thank Chair Hoch for taking time with me each week to ensure the board is fully engaged and informed on the various items detailed above. I also want to thank him for his support to sharpen my skills as a leader by participating in trainings like a NAHRO training for PHA and HRA executive directors I completed last week. We continue to build a strong working relationship, and I look forward to Chair Hoch joining me and MPHA staff attending CLPHA's fall meeting in Washington, DC later this month.



Monthly Performance Report

Minneapolis Public Housing Authority
Board of Commissioners
For the month ending October 31, 2022

Contents

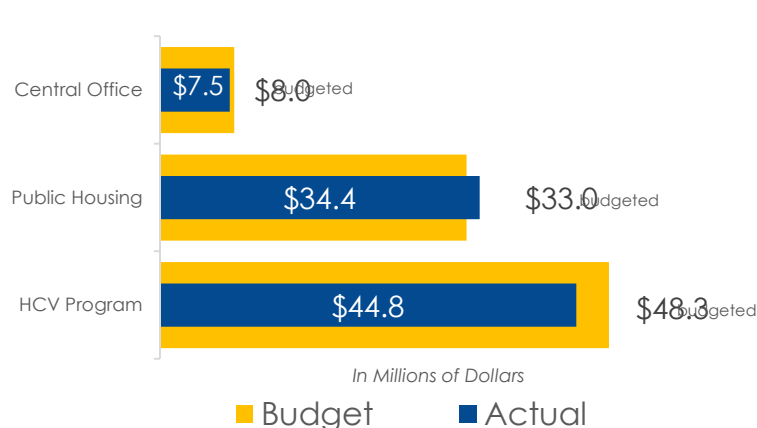
1. Financials
2. Performance of Operations
 - Public Housing Programs
 - Housing Choice Voucher Programs
3. Building Improvement and Development Projects
 - Update on Elliot Twins RAD Conversion and Scattered Sites Section 18 Process
4. Inquiry Response and Social Media

Operating Sources and Uses

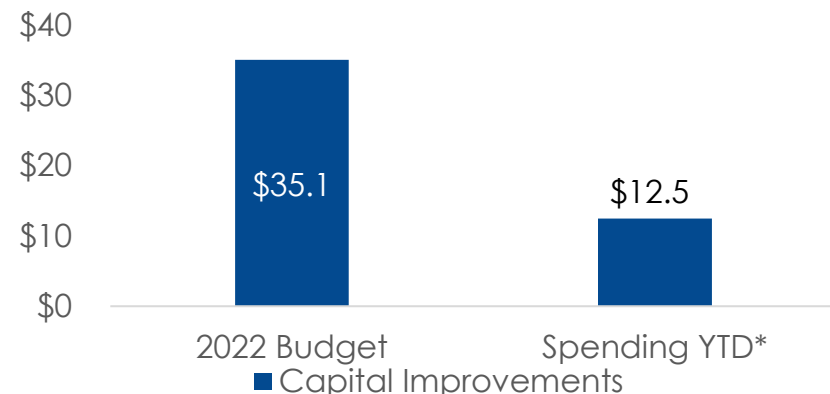
MTW Public Housing and Housing Choice Voucher (HCV) Program

Sources	YTD Budget	YTD Actual	Favorable (Unfavorable)		Variance %
			Variance		
Tenant Revenue -Rents & Other	\$ 13,471,949	\$ 13,262,780	\$ (209,169)		-2%
Public Housing Operating Subsidy	\$ 17,073,144	\$ 17,660,779	\$ 587,635		3%
HCV HAP Subsidy & Admin Fees	\$ 47,267,598	\$ 43,828,703	\$ (3,438,895)		-7%
Other Revenues, Fees, & Grants	\$ 1,744,768	\$ 1,806,172	\$ 61,404		4%
Transfers-In	\$ 187,497	\$ 221,250	\$ 33,753		18%
Total Sources	\$ 79,744,956	\$ 76,779,684	\$ (2,965,272)		-4%
Uses					
Public Housing Operations	\$ 32,964,460	\$ 34,401,389	\$ (1,436,929)		-4%
Housing Choice Vouchers	\$ 48,332,803	\$ 44,837,241	\$ 3,495,562		7%
MTW Initiatives and Other Services	\$ 213,241	\$ 43,645	\$ 169,596		80%
Total Uses	\$ 81,510,504	\$ 79,282,275	\$ 2,228,229		3%
Net Sources/(Uses)	\$ (1,765,548)	\$ (2,502,591)	\$ (737,043)		-42%

Year to Date (YTD) Expenses



MTW Capital Fund Program

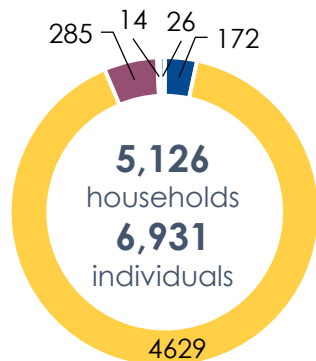


*An additional \$16.7 million is under obligation for capital projects YTD September 2022

Public Housing Programs



Occupied Units*



- Glendale
- MHOP
- Scattered Sites
- Highrise
- Minnehaha Townhomes

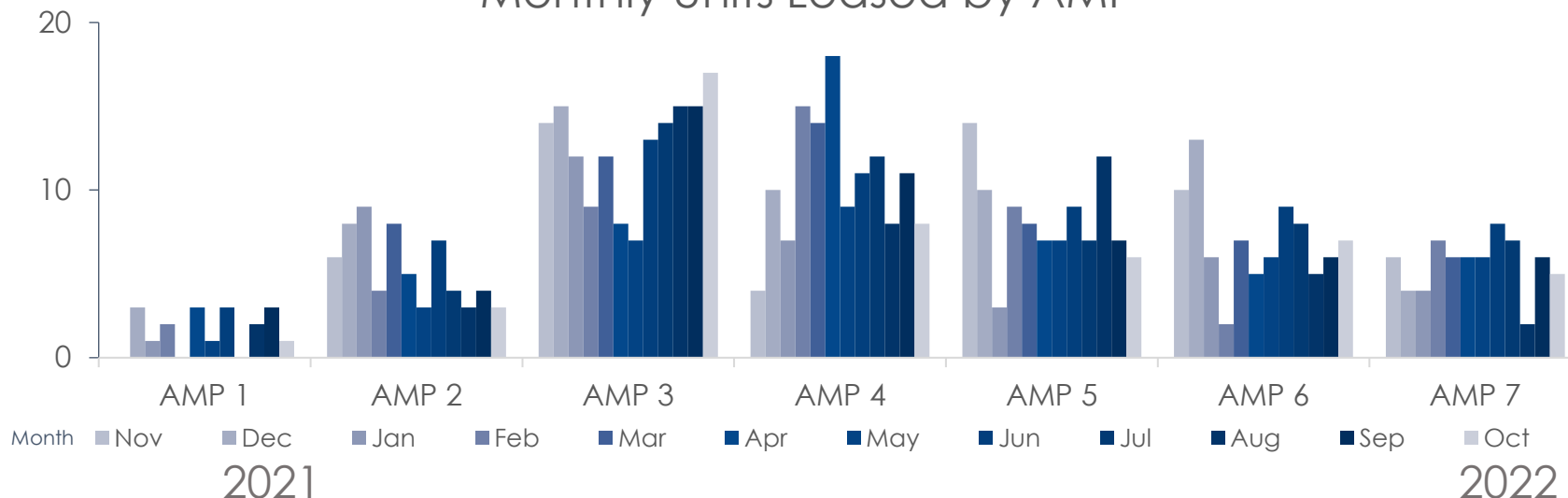
47

new units leased during month

98%

occupancy

Monthly Units Leased by AMP



*At any given time, units may be vacant due to normal unit turnaround or because they are undergoing renovations.

**Metropolitan Housing Opportunities Program (Hollman consent decree units owned and operated by third-parties)

Public Housing Programs

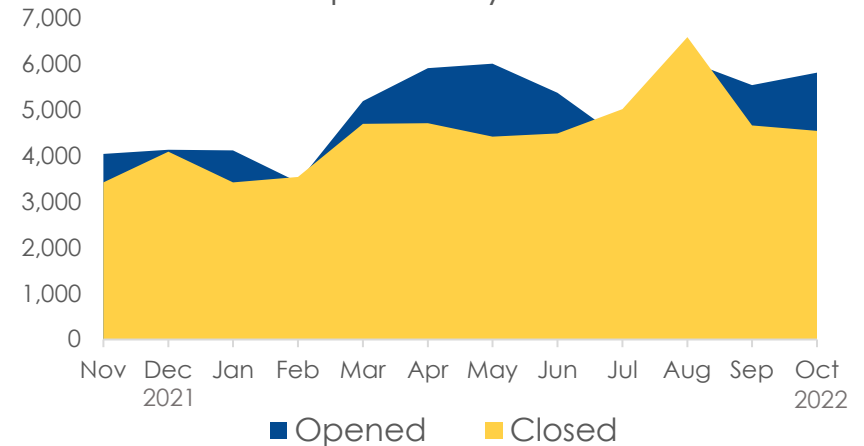


Reason for Vacating Unit	Count
Death	13
Found Alternative Housing	7
Moving in with or closer to Family	5
To Nursing Home	4
Moving Out of Town	3
Illness	2
Left Country	2
Dislike Unit	1
Dislikes Neighborhood	1
Mutual Agreement	1

Applicants on Waiting List

Family 2021	2090
Family	879
Disabled (18 - 49)	848
Near Elderly (50-61)	1134
Elderly (62+)	345

Work Orders Opened and Completed by Month

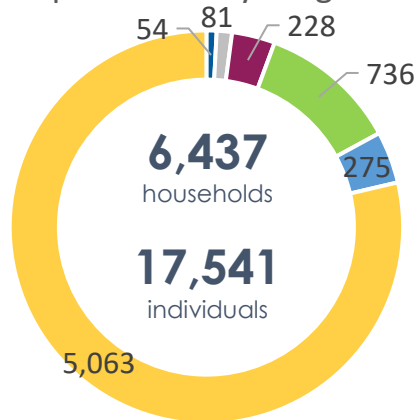


Goal	Total Completed	% Completed within Goal	Average Days Open
Emergency: 24 Hours	113	96%	0
Urgent: 1 Day	775	86%	47
After Hours Non-Emergency: 2 Days	8	100%	0
Important: 3 Days	896	77%	2
Routine: 10 Days	910	88%	3
Non-Routine: 20 Days	562	78%	13
Pest Control	342	100%	8

Housing Choice Voucher Programs



People Served by Program*



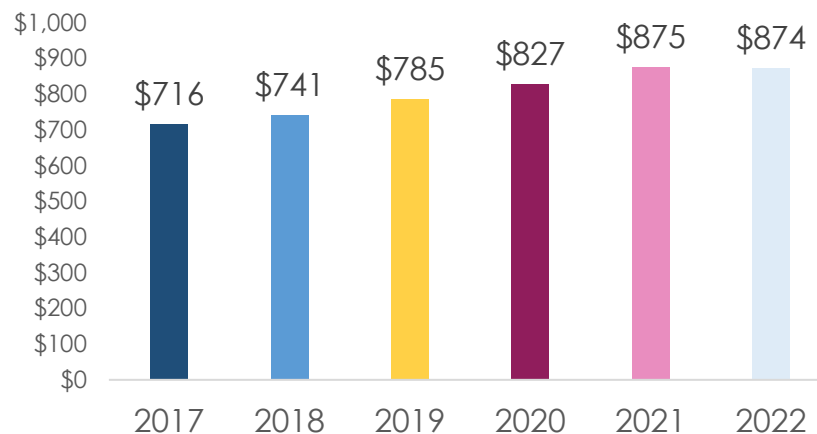
- Sponsor-Based
- Mod Rehab
- FUP and VASH

Family Unification Program and Veterans Affairs Supportive Housing

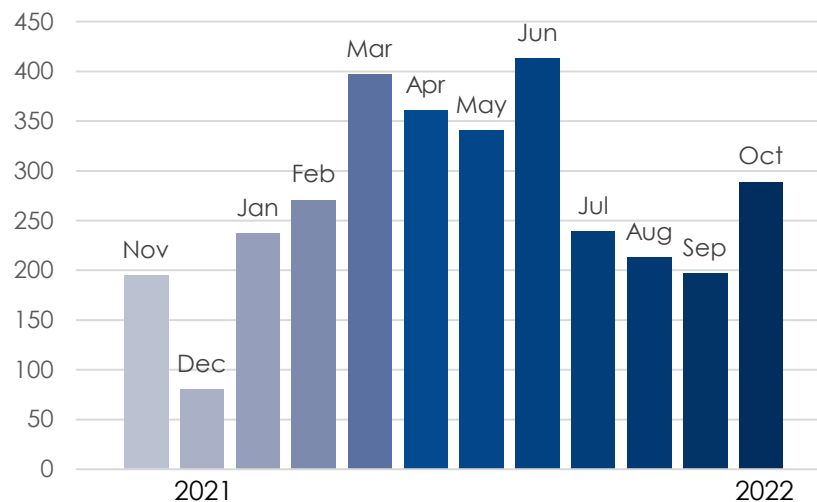
- Stable Homes Stable Schools
- Project-Based
- Tenant-Based

*Including port-ins and port-outs

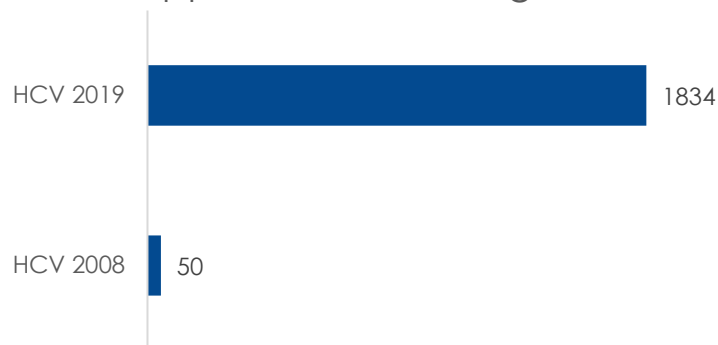
Average Housing Assistance Payment per Unit, Year to Date



Annual Inspections Conducted



Applicants on Waiting List



Building Improvement Projects - Planning



ADDRESS	DESCRIPTION OF WORK	STATUS
Hiawatha Towers	Fire sprinkler system installation	Contract awarded; December 2022 start
314 Hennepin Avenue	Fire sprinkler system installation	Contract awarded; December 2022 start
1707 3 rd Avenue South	Exterior façade restoration & window replacement	Contract awarded; March 2023 start
1515 Park/1920 4 th /1710 Plymouth/710 2 nd	Main electrical switch gear & generator replacement	Awarding Contracts
Multiple sites	Security related improvements	Planning/Bidding

Development Projects - Planning

ADDRESS	DESCRIPTION OF WORK	STATUS
CHR scattered site units	Major modernization	Planning
Scattered sites new construction	Development of new family housing	Planning

Building Improvement Projects - Active

ADDRESS	DESCRIPTION OF WORK	STATUS
CHR units – various scattered sites	2022 improvements: roof & siding replacement, unit modernization, site improvements	Ongoing
Cedars highrises	Window replacement and exterior façade repairs	Under construction; multi-year project
Multiple highrises	Fire sprinkler system installation	Under construction; timeline/status varies by site
1314 44 th Avenue North	Plumbing replacement, fire sprinkler system installation, unit bath modernization/new finishes	Under construction
1314 44 th Avenue North	Exterior façade restoration	Substantially complete
Multiple highrises	Security surveillance system upgrades funded via HUD's Safety & Security Grant	Under construction
Multiple sites	HVAC/systems upgrades	Under construction
Glendale Townhomes	Flat roof replacement	Under construction
2415 North 3 rd Street	Exterior façade restoration & balcony repairs	Under construction
Cedars	Exterior façade/structural repairs	Under construction

Development Projects - Active

ADDRESS	DESCRIPTION OF WORK	STATUS
Scattered Site	Energy efficient single-family construction	Substantially complete

Fire Suppression Installations



Building	Units	Budget	Funding Source(s)	Status	Construction
1206 2 nd St NE	57	\$620,000	MPHA Capital	Complete	Jan-Apr 2022
1717 Washington St NE	182	\$1,570,000	MPHA Capital	Substantially Complete	Apr-Oct 2022
2728 E Franklin St	151	\$1,200,000	MPHA Capital	Under Construction	Sept '22-Jan '23
Horn Towers	491	\$3,445,000	MPHA Capital	Under Construction	Jan '22-Feb '23
630 Cedar Ave S	190	\$1,592,000	MPHA Capital/City/State	Under Construction	May '22-Jan '23
2121 Minnehaha Ave	110	\$888,000	MPHA Capital/City/State	Under Construction	July-Dec 2022
1627 S 6 th St	116	\$868,000	MPHA Capital/City/State	Under Contract	Jan-Jun 2023
600 18 th Ave N	239	\$2,450,000	MPHA Capital/City/State	Under Contract	Nov '22-Aug -'23
1314 44 th Ave N	220	\$10,000,000*	MPHA Capital	Under Construction	Apr '22-Apr '23
Hiawatha Towers	281	\$2,100,000	MPHA Capital	Under Contract	Dec '22-Mar '24
314 Hennepin Ave	299	\$2,425,000	MPHA Capital/City	Under Contract	Dec '22-Sept '23
2415 N 3 rd St	62	\$500,000	Federal Appropriation	Not Started	TBD - 2023
1710 Plymouth Ave N	84	\$670,000	Federal Appropriation	Not Started	TBD - 2023
3116 Oliver Ave N	31	\$250,000	Federal Appropriation	Not Started	TBD - 2023
710 2 nd St NE	35	\$290,000	Federal Appropriation	Not Started	TBD - 2023
616 Washington St NE	35	\$290,000	Federal Appropriation	Not Started	TBD - 2023
809 Spring St NE	32	\$260,000	<i>In Draft 2023 MTW Plan</i>	Not Started	Unknown
1900 3 rd St NE	32	\$260,000	<i>In Draft 2023 MTW Plan</i>	Not Started	Unknown
3205 E 37 th St	28	\$230,000	<i>In Draft 2023 MTW Plan</i>	Not Started	Unknown
3755 Snelling Ave S	28	\$230,000	<i>In Draft 2023 MTW Plan</i>	Not Started	Unknown

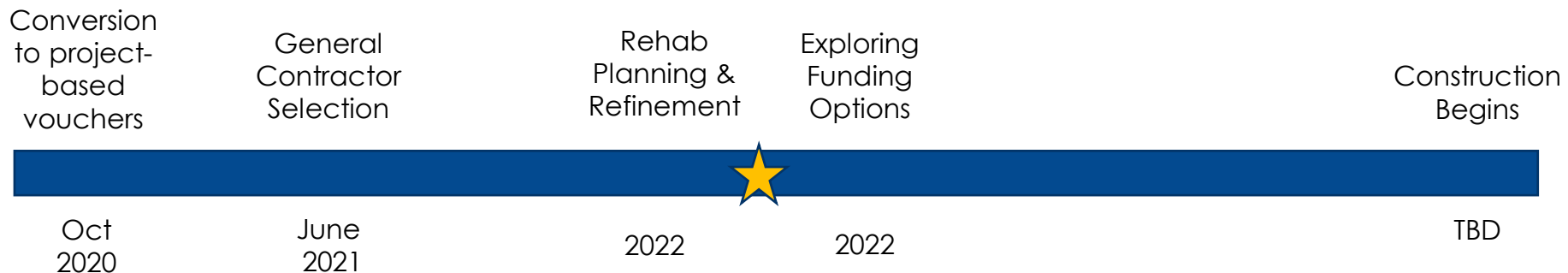
*Budget reflects costs of comprehensive building modernization project of which fire suppression is included

Scattered Site Rehab



- Conversion to project-based vouchers occurred on October 1st
- Exploring funding options to best preserve portfolio
- Will support investments in deferred maintenance and ongoing unit needs
- Mayor's 2023 budget recommendation includes \$3.6M for property repairs

Timeline (subject to change)



Family Housing Expansion Project

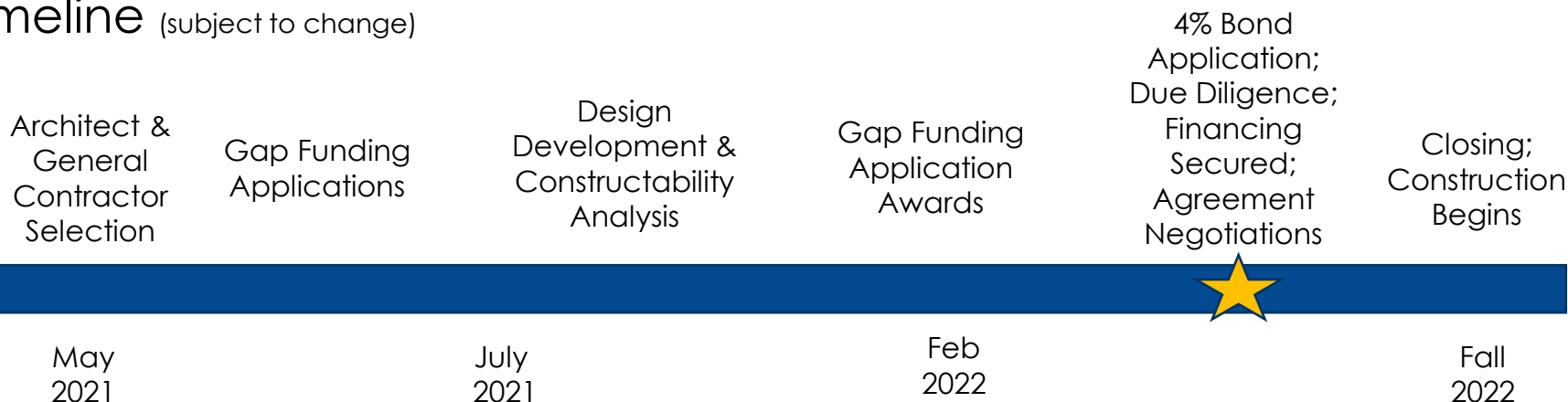


84-unit new scattered site construction



- 84 new deeply affordable family units in 16 small apartment buildings throughout the City
- Financing includes project-based vouchers, 4% bonds and Low- Income Housing Tax Credits, Soft Sources, and Debt
- Completing final agreement negotiations
- Finalizing development budget & construction schedule
- Tentative closing: November 17

Timeline (subject to change)



Inquiry Response and Social Media



MPHA on Facebook

Top Performing Post (550 views)

October 2022



3

Posts for the Month

10

New Followers



MPHA on Twitter

Top Tweet (464 views)

MPHA's Deputy Executive Director, Jennifer Keogh, is moving on to a new opportunity. Her positive attitude and fearless leadership will be missed by many. We wish her well in her new role! pic.twitter.com/NqiPYD5eDb



3

Tweets for the Month

0

New Followers

Currie Commons Groundbreaking

Minneapolis Public Housing Authority's HCV program has granted 40 vouchers to The Wellington Management Group's new build, Currie Commons. There are a total of 45 deeply affordable homes for families earning less than 30 percent of the area median income and 40 of those are through MPHA's voucher program. The Wellington Management Group is transforming a vacant site in the Harrison Neighborhood of North Minneapolis into a vibrant housing development for residents and the surrounding community by creating 187 units of affordable housing with rent and income levels set at 30 to 60 percent.



Vaccine Clinics

The Minneapolis Public Housing Authority with our partners, Community University Health Care Center, Neighborhood Health Source, MHealth Fairview, and Cub Pharmacy, have completed vaccine clinics in 40 public housing buildings. MPHA residents have enjoyed the ease of this program and commitment the agency has made in keeping residents healthy.



MPHA Staff Changes

The agency has seen many exciting change in our staffing recently. It is exceptionally rewarding to see internal staff promoted within the agency.

Maria Alvarez

Newly Hired, Director of Human Resources and Diversity, Equity, and Inclusion

Anthony Rowe

Promotion, Assistant Director of Operations, Management

Drew Halunen

Promotion, Assistant Director, Administration, Communications, and Strategic Partnerships

Mary Vang

Promotion, Regional Property Manager



November 16, 2022

MEMORANDUM TO: MPHA BOARD OF COMMISSIONERS

FROM: Brandon Crow, Director of HCV

SUBJECT: Reporting on Project-based Voucher Awards

One of the best tools MPHA has at its disposal in directly addressing the lack of affordable quality units in the city of Minneapolis is the Project-based Voucher program. Through our MTW activity Local Project-based Voucher Program (2018-6), MPHA can strategically award vouchers, including those for veterans and the non-elderly disabled, in ways that align with the values and needs of the community, while achieving maximum return in creating and protecting additional affordable housing. The MTW activity includes waiving the caps on the allocation of MPHA's voucher program budget authority to PBVs.

To meet regulatory standards for public notification of PBV awards and to provide the MPHA Board of Commissioners with updates on our PBV RFP Award activity, memos will be submitted for each Board meeting and related staff will be present to answer any questions that may arise from these updates.

Going forward, each memo will provide information on any PBV awards since the last Board meeting, any awarded projects that have progressed to execution of an Agreement to enter into a Housing Assistance Payment contract (AHAP), and any projects that have completed construction, passed their Housing Quality Standards (HQS) inspections, executed a Housing Assistance Payment contract (HAP), and begun lease-up.

PBVs Awarded

Project Name	Project Address	Award	Bedroom Sizes	Populations Served

PBV Projects Completing AHAP

Project Name	Project Address	Award	Bedroom Sizes	Populations Served
Currie Commons	187 Humboldt Ave N	40	2 and 3	People with disabilities, High Priority Homeless, Low Income

PBV Projects Completing HAP

Project Name	Project Address	Award	Bedroom Sizes	Populations Served