



NOTICE AND AGENDA

September 27, 2023

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**
 Elfric Porte, Vice-Chair
 Alyssa Erickson, Secretary
 Medaria Arradondo, Commissioner
 Mikkel Beckmen, Commissioner
 Abdullahi Isse, Commissioner
 Cara Letofsky, Commissioner
 Tamir Mohamud, Commissioner
 Hon. James Rosenbaum, Commissioner

GENERAL:

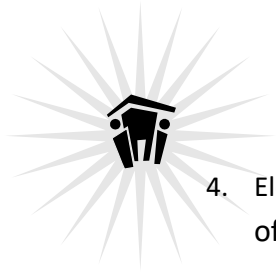
- Roll Call
- Approval of Agenda
- Minutes of Regular Meeting of August 23, 2023

CHAIR'S UPDATE

RESIDENT ADVISORY BOARD – RAB Chairperson Comments

DISCUSSION:

1. Accounting Policy: Writing-Off Uncollectible Accounts [attached document] (Tim Durose, CFO)
2. Fire Alarm System Replacement at 1515 Park (contract value \$615,704) Laura Dykema, Director of Planning & Development
3. Door Replacement at Fifth Avenue Apartments (contract value \$529,000) Laura Dykema, Director of Planning & Development



4. Elevator Modernization at Two Highrises (contract value \$1,157,984) Laura Dykema, Director of Planning & Development

PROPOSED RESOLUTION:

5. Proposed Resolution: MTW Approval 2024 (Rachel Almburg, Asst. Director of Policy & SI)
6. Proposed Resolution: Statement of Policy (Rachel Almburg, Asst. Director of Policy & SI)

RECEIVE AND FILE:

- Executive Director's Update
- 2024 MPHA \$5 Million Tax Levy Budget & 5 Year Capital Plan
- Monthly Performance Report for August 2023
- Community Updates and News Clippings

Next Regular Meeting:

**Wednesday, October 25, 2023 - 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
August 23, 2023**

The Minneapolis Public Housing Authority in and for the City of Minneapolis met in a regularly scheduled meeting at 1:30 P.M. on August 23, 2023, 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
Elfric Porte	Vice Chair
Alyssa Erickson	Secretary
Medaria Arradondo	Commissioner
Abdullahi Isse	Commissioner
Tamir Mohamud	Commissioner

The following members of the Board were absent:

Mikkel Beckmen	Commissioner
Cara Letofsky	Commissioner
Hon. James Rosenbaum	Commissioner

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 Isse 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 the Regular Meeting of July 26, 2023, were presented for approval. Commissioner Porte moved the minutes be accepted as presented. The motion was seconded by Commissioner Mohamud. Upon a voice vote, the Chair declared the motion carried.



Chair's Update:

The executive committee met on August 23rd at 12:00 PM and began the formal evaluation process for the Executive Director/ CEO position. This evaluation is to be completed by November 15th, 2023.

Resident Advisory Board (RAB) Update:

Lisa Anderson, RAB Chair, declared there was a quorum. Item No. 1: Consideration of MPHA Property Insurance Policy was discussed and passed. Item No. 2: MTW FY2024 Resident Engagement Overview was discussed.

The RAB chair voiced one concern pertaining to the inspection process in the high-rise buildings; the proposed solution was a one-page standard checklist for all residents to prevent any bias.

Item No. 1: Consideration of MPHA Property Insurance— Darryl Adams, Asst. Director of Finance.

After a brief presentation by staff, Commissioner Porte raised the question regarding increasing insurance premiums however, after discussing MPHA's loss ratio and current deductibles, Darryl Adams stated that increasing premiums would not be financially viable in this case.

Following the discussion, Commissioner Mohamud moved approval of the recommendation set forth in the Report. Commissioner Isse seconded the motion. Upon a voice vote, the Chair declared the motion carried. [See Document No. 2023-46]

Item No. 2: MTW FY2024 Resident Engagement Overview- Rachel Almburg, Asst. Director of Policy & SI

Included as a presentation with no approval necessary. MPHA staff defined the mission of the MTW FY2024 Plan, updated the statement of policies provided by HUD, shared capital investment developments, outlined the MTW budget, and provided dates for further discussion. [See Document No. 2023-50]

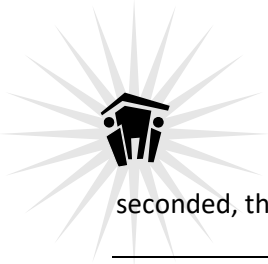
Receive and File Items:

The following items were received and filed by the Board:

- Executive Director's Update [See Document No. 2023-47]
- The Monthly Performance Report for August 2023. [See Document No. 2023-48]
- Community Update and News Clippings [See Document No. 2023-49]
- Informational Session Presentation for FY2024 Community Engagement [See Document No. 2023-50]
- Highrise Resident Preliminary Comments on MPHA's FY2024 Draft Moving-to-Work Plan [See document No. 2023-51]

Adjournment:

There being no further business to come before the meeting, and upon a motion duly made and



seconded, the meeting was adjourned at 1:54 p.m.

Public Hearing – MPHA Draft 2024 Moving-to-Work Annual Plan [opened after board meeting adjournment]

Highrise Resident Preliminary Comments on MPHA's FY2024 Draft Moving-to-Work Plan

Mary McGovern, MHRC representative, spoke briefly on MPHA's MTW Draft.

[See document No. 2023-51]

Following the comments by MHRC representative Mary McGovern, there were three comments made by residents. [*None of the comments were addressing the MTW plan or presentation material.*]

- A resident of public housing for 26 years thanked MPHA staff for all the work on the levy budget. In addition, this resident is asking that MPHA hires more carpenters, cleaning staff, maintenance crews.
- A resident of public housing who works with non-English speakers, called for more help to assist with residents who speak little, or no English to understand MPHA processes, policies, bills, documents, etc....
- A community member assisted by interpreter/translator, who is a resident of public housing received paperwork for past due balance. He was directed to speak with another member of MPHA staff to resolve the issue.

Secretary of the Board of Commissioners

Date These Minutes Approved



September 27, 2023

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director/ CEO

SUBJECT: Accounting Policy: Writing-Off Uncollectible Accounts

Previous Directives: The Board traditionally approves the write-off of uncollectible tenant rents in December of each year.

Resident Association Notification: The Report is scheduled to be discussed with the Resident Advisory Board (RAB) immediately prior to the Board of Commissioners September 27, 2023 meeting.

Budget Impact: Annual Budgets anticipate uncollectible amounts based on previous years' experience.

Affirmative Action Compliance: Not applicable.

Procurement Review: Not applicable.

RECOMMENDATION: It is recommended that the Board of Commissioners:

Approve the Writing-Off Uncollectible Accounts Policy.

Traditionally, MPHA staff would annually seek the Board of Commissioners approval to write-off uncollectible tenant accounts. So although this proposed policy follows the same general practice, it includes several important improvements.

First, it provides a written policy that documents the parties understanding and expectations beyond simply past practice. Secondly, it allows for more frequent account write-offs and thus improved financial reports used by various external stakeholders. Lastly, it defines expectations on collection efforts and distinguishes between write-offs and account adjustments. As a reminder, the act of writing a debt off in the accounting records does not cancel the legal obligation of the debtor to pay the debt, unless the debt has been discharged in a bankruptcy or other legal action.

This policy permits the Executive Director to approve write-offs and requires an annual report of all amounts written-off to the Board of Commissioners within 90 days after each fiscal year-end. MPHA will continue to use the Minnesota Department of Revenue's Revenue Recapture Program as applicable. Please find the policy attached to this Report.

This Report was prepared by Tim Durose, Deputy Executive Director / CFO. If you have any questions or require further information regarding this Report, please contact Mr. Durose at tdurose@mplspha.org.

MINNEAPOLIS PUBLIC HOUSING AUTHORITY
WRITING-OFF UNCOLLECTIBLE ACCOUNTS POLICY

The Board of Commissioners of Minneapolis Public Housing Authority (MPHA) effective October 1, 2023, adopts the following policy to ensure debt owed to MPHA, but determined to be uncollectible, is properly written-off and that adequate controls over MPHA decisions to write-off account balances and to distinguish account adjustments from write-offs are established both in policy and practice in accordance with generally accepted accounting practices (GAAP).

For the purposes of this policy, debt includes all amounts owed to MPHA. When a debt owed to MPHA is determined to be uncollectible, the debt must be written-off from the MPHA's financial accounting records and no longer recognized as a debt for financial reporting purposes. Pursuant to Minnesota Statutes 16D.09, a debt is considered to be uncollectible when it meets one of the following criteria:

1. All reasonable collection efforts have been exhausted
2. The cost of further collection action will exceed the amount recoverable
3. The debt is legally without merit or cannot be substantiated by evidence
4. The debtor cannot be located
5. The available assets or income, current or anticipated, that may be available for payment of the debt are insufficient
6. The debt was discharged in bankruptcy
7. The applicable statute of limitations for collection of the debt has expired
8. It is not in the public interest to pursue collection of the debt

The term written-off and the list of criteria above, do not distinguish between account write-offs and account adjustments. However, GAAP does make a clear distinction. Criteria number three (3) above, a "debt" recorded in the accounting system determined to have no legal merit or cannot be authenticated by evidence, must be removed from the system by adjusting the account; never as a write-off. The remaining criteria, all examples of legally binding debt determined to be uncollectible, must be written-off. The act of writing a debt off in the accounting records does not cancel the legal obligation of the debtor to pay the debt, unless the debt has been discharged in a bankruptcy or other legal action.

Accounts determined to be uncollectible must be written-off or adjusted in a timely manner, in order to ensure debt is properly accounted for in the financial accounting records. MPHA's Executive Director is authorized to approve write-off uncollectible account balances that meet the uncollectible criteria listed above and to report uncollectible debts as required to HUD. The total amount of debt written-off each year must be reported by the Executive Director to the

September 27, 2023

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director / CEO

SUBJECT: Fire Alarm System Upgrades at 1515 Park Avenue South

Previous Directives: The Board has previously approved the Capital Fund Program (CFP) Plan and MTW Budget for FY 2023 as part of the Agency's 2023 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 September 27, 2023 meeting.

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

Affirmative Action Compliance: The contractor has signed an Equal Employment Opportunity/Affirmative Action Policy statement. Aid Electric anticipates approximately 52% Section 3 labor hours. 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 a contract and all related documents in the amount of \$615,704 with Aid Electric for fire alarm system upgrades at 1505/1515 Park Avenue South.

Park Center is a 21-story highrise with 182 residential units; the site also features a connecting, one-story community services building. Staff recently learned that components of the existing fire alarm panel/system serving the site were becoming obsolete and therefore, system upgrades would soon be necessary. The scope of improvements includes new control and monitoring panels and distribution wiring, as well as new/additional sounder devices in all units and the addition of hearing and vision impaired equipment in accessible units.

September 27, 2023

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director / CEO

SUBJECT: Door Replacement at Fifth Avenue Highrises

Previous Directives: The Board has previously approved the Capital Fund Program (CFP) Plan and MTW Budget for FY 2023 as part of the Agency's 2023 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 September 27, 2023 meeting.

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

Affirmative Action Compliance: The contractor has signed an Equal Employment Opportunity/Affirmative Action Policy statement. Iyawe & Associates is a 100% Section 3 and Minority Owned Business. 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 a contract and all related documents in the amount of \$529,000 with Iyawe & Associates for door replacement at the Fifth Avenue Highrises.

The Fifth Avenue Highrises located at 2419 & 2433 Fifth Avenue South is a campus site with two, 15-story highrises containing a total of 254 residential units. The existing unit entry doors/frames and several common area and service doors are original to the buildings and have become increasingly difficult to repair. Further, existing door hardware needs to be upgraded to meet current code and accessibility requirements.

September 27, 2023

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director / CEO

SUBJECT: Elevator Modernization at Two Highrises

Previous Directives: The Board has previously approved the Capital Fund Program (CFP) Plan and MTW Budget for FY 2023 as part of the Agency's 2023 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 September 27, 2023 meeting.

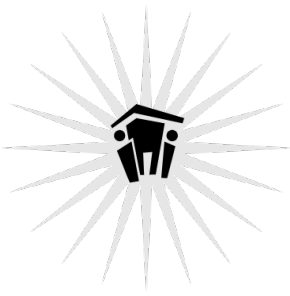
Budget Impact: Expenditures will be charged to the Capital Fund Program.

Affirmative Action Compliance: The contractor has signed an Equal Employment Opportunity/Affirmative Action Policy statement. 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 a contract and all related documents in the amount of \$1,157,984 with All-City Elevator for elevator modernization at 600 18th Avenue North & 1314 44th Avenue North.

Based on priority and other factors, each year MPHA aims to fund major elevator modernization at select highrise sites to ensure its vertical transportation systems are reliable and safe for our residents. The referenced buildings are both senior-designated and house over 450 residents. The scope of improvements includes new controls, machines, traveling cables, cab finishes and lighting, as well as ADA compliance updates and code-required door lock monitoring, which is a safety measure that prevents elevators from moving if there are circuitry problems or doors that do not properly close.



September 27, 2023

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 2024 MTW Annual Plan prior to the September 27, 2023 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 2024 MTW Annual Plan and submit to HUD pursuant to the requirements of the MTW Agreement.

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director/CEO

SUBJECT: Approval of 2024 Moving to Work (MTW) Annual Plan

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 for a 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 offering three options for individuals to join an information meeting. This year, MPHA published the draft MTW Annual Plan on August 4, 2023. The draft plan was available on MPHA's website and upon request at the central office. The comment period was open until 4:30 pm on September 7th.

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

To begin the drafting process for the FY2024 MTW plan, MPHA's Resident Advisory Board (RAB) reviewed their priorities in June. The group felt strongly that the comprehensive list still encapsulates the priorities of MPHA residents. This list included in Section IV Administration, recommends priorities for the agency that will have the greatest impact on MPHA residents and participants.

Prior to the draft's release, MPHA placed advance notice of the timeline for public comment in the July rent statement for all MPHA owned and/or managed properties. Also, a random selection of 1000 households with Housing Choice Vouchers received the flyer. In addition, the notice ran in the Star Tribune and Finance & Commerce. The notices include information on how and where to obtain the draft; dates and times of the upcoming public meetings and public hearing; options and deadline to provide comments by mail, email or on the website,; alongside a method for requesting language or other accommodation for these touchpoints.

MPHA hosted three information meetings; two in person events with one simultaneously streamed via Zoom. Each information meeting was an opportunity to share information about MPHA, including the mission, updates on policy changes, a review of the MTW budget, information about major capital repairs, and potential development activities. MPHA scheduled more than an hour at each meeting for residents to ask questions and provide comment at the conclusion of the presentation. At all meetings, MPHA offered simultaneous interpretation in accordance with the agency's Limited English Proficiency Plan.

MPHA held information meetings on:

- August 8: 2 – 4 PM, Elliot Twins (1212 S 9th St)
- August 9: 2 – 4 PM, Cora McCorvey (1015 4th Ave N)
- August 9: 2 – 4 PM, <https://us06web.zoom.us/j/81668956764>

MPHA's Board of Commissioners received a staff presentation at its July and August meetings. At these meetings staff reviewed what MTW status means to MPHA, an overview of the plan's components, a timeline of activities, as well as hosted the public hearing. In addition, a special session was held in early September to ensure comments were considered in final edits in the plan.

A Board Resolution and the final 2023 MTW Annual Plan follow this report.

This report was prepared by Assistant Director of Housing Policy & Strategic Initiatives, all questions can be directed to MTW@MPLSpha.org

RESOLUTION No.

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 August 4th and September 7, MPHA held a public hearing, and not less than 15 days elapsed between the public hearing and board approval; and

WHEREAS, MPHA is required to submit the MTW Annual Plan in its required form at least by October 15, 2022 unless an extension is granted.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of MPHA that the 2024 MTW Annual Plan is approved and that the Executive Director is authorized to make any necessary or recommended changes and submit it to HUD for approval as required.

MOVING TO WORK ANNUAL PLAN 2024



Fiscal Year January 1 – December 31, 2024

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
Elfric Porte, Vice-Chair
Alyssa Erickson, Secretary
Medaria Arradondo, Commissioner
Mikkel Beckman, Commissioner
Abdullahi Issa, Commissioner
Cara Letofsky, Commissioner
Tamir Mohamud, Commissioner
Hon. James Rosenbaum, 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

Congress created the Moving to Work (MTW) Demonstration Program in 1996. 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 in pursuit of one of these three statutory objectives:

- (1) increase housing choice,
- (2) create opportunities for families with children to become self-sufficient, and
- (3) increase cost effectiveness of the agency.

MTW status does not increase funding from HUD. Instead, an MTW agency may move funds as needed among its programs, within certain guidelines, to best meet local needs. This gives MPHA additional flexibility to design programs that allow us to better serve our Minneapolis community and to weather federal funding volatility.

Each year, MTW agencies must prepare two documents for HUD. In the fall, MPHA submits an MTW Annual Plan where 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 the agency wants to pursue. Each spring, MPHA then 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)



MPHA 2024 MTW Annual Plan

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Introduction/Overview

After an extensive process including diverse resident feedback, the Board approved the Agency's strategic plan on January 25th, 2023. The plan describes MPHA's five-year vision to preserve and expand our public housing portfolio, while elevating the individuals and families we serve today and tomorrow. To generate the people-centric plan, a robust data gathering phase took place. MPHA conducted key informant interviews with City & County stakeholders, its Board of Commissioners, and agency leaders. In addition, surveys were circulated to every single resident, program participant, MPHA employee, and commissioner. All these data points contributed to a SWOT analysis that gave insight to MPHA's unique strengths, weaknesses, opportunities, and threats.

Our strategic plan development, guided by The Bronner Group, LLC maintained an intentional focus on collaboration and inclusivity. This thoughtful engagement allowed for a comprehensive current state assessment of the agency as an anchor institution of Minneapolis. Understanding the dynamics, needs and priorities of our community allowed MPHA to develop a purpose-driven approach to developing agency priorities.

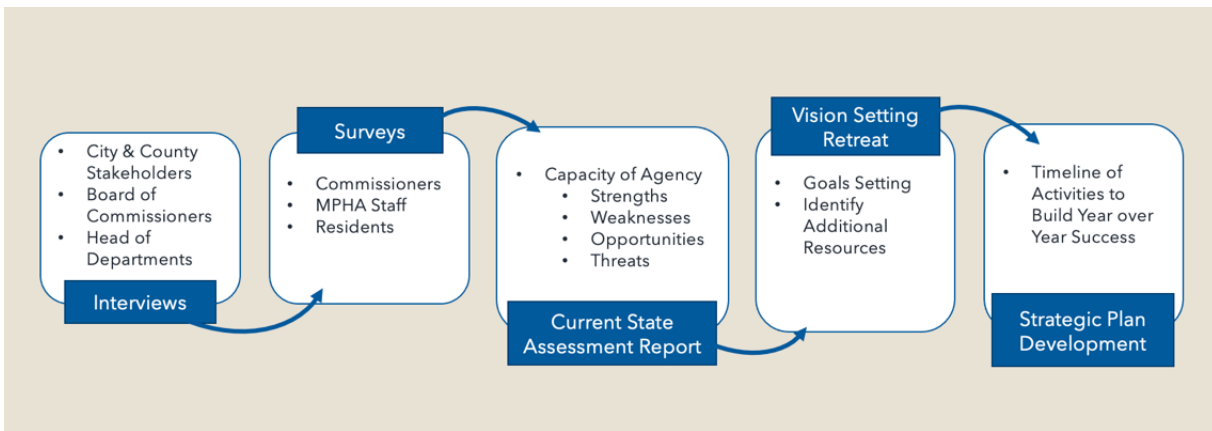


Figure 1: Process map for developing MPHA's five-year strategic plan.

Throughout 2023, the agency began implementing this new strategic plan. MPHA builds upon a solid foundation of being a long-standing high performing agency while reflecting on how we can continuously improve to make the most of the resources available to us. In our approach we aim to focus on these priorities:

- 1) serve the people of our community,
- 2) preserve housing opportunities
- 3) produce additional units where appropriate, and
- 4) partner to ensure our work is contributing to long-term 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 Annual Plan, MPHA is not proposing any new initiatives nor significant modifications to previously approved activities. This signals our commitment to our core operations.

While we are not proposing any new initiatives this year, MPHA is actively exploring a few initiatives. For example, the agency is exploring an HCV Homeownership Program that would allow participants to receive a subsidy that can be used toward the payment of their monthly mortgage obligation. Minneapolis has a vastly inequitable rate of homeownership by race, and MPHA aims to introduce a program that provides pathways to overcome this reality. By exploring how MPHA can utilize its MTW Authority to design a program that expands homeownership to the individuals and families we serve, allows us to ensure we meet our community's needs. Minneapolis has a vastly inequitable rate of homeownership by race, and MPHA aims to introduce a program that provides pathways to overcome this reality.

The agency's focus on providing safe, quality housing to our resident's post-pandemic is allowing space to re-engage with the individuals who rely on MPHA to make their rent affordable. Through listening sessions and collaboration, we hope to find the right support systems and tools to ensure individuals can successfully and sustainably move into homeownership. Promoting a people-centric culture gives MPHA the tools to collaborate creatively with partners to fulfill our mission. Through this intentionality we hope to build a solid foundation that is dynamic to community needs.

This is especially key in ensuring MPHA has the capacity to implement HUD's new guidelines outlined in the final Housing Opportunity Through Modernization Act (HOTMA) and National Standards for the Physical Inspection of Real Estate (NSPIRE) notices. We are committed to enacting these new directives in a way that minimizes stress for the end user, without contributing additional inefficiencies in a federal environment and continued funding shortfalls. It is our responsibility to ensure we can implement these standards as seamlessly as possible to continue to serve our residents at a high standard, while maintaining fiscal stability to ensure we can serve our residents for years to come.

Housing Preservation and Creation

Historically, federal capital funds meet about ten percent of the capital needs of MPHA's public housing portfolio. Throughout MPHA's history, we have 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, in providing 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 achievements 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. Most residents chose to remain on-site during construction. 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. 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 through additional housing. 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 is being 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 is accessing bonds and Low-Income Housing Tax Credits along with other soft sources to create additional, deeply affordable family housing for our community. MPHA closed on the financing in fall of 2022 and broke ground on construction in January 2023. The use of modular construction has made it possible for MPHA to deliver these units in an expedited timeline compared to traditional construction. Some units have already been completed, and staff anticipate the completion of this project in the coming months.

MPHA continues to analyze its portfolio to identify additional opportunities for redevelopment to expand its family housing inventory. In 2023, MPHA identified two single-family sites for redevelopment and densification that will result in a total of five new family units. MPHA is considering utilizing the Faircloth to RAD program to support three of the units in these projects, though we may also consider committing project-based vouchers to the projects. Further, based on analysis conducted in 2023, MPHA believes it has additional infill opportunities within its existing CHR portfolio; staff will further examine these opportunities in 2024 and may begin predevelopment on its next family housing redevelopment project in late 2024.

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 sites continue their essential mission. While staff continue to consider financing options for major, portfolio-wide improvements, the agency dedicated approximately \$2.5M in CHR resources in 2023 to complete renovations such as roof/siding replacement and kitchen/bath rehab in several homes. Jacob Frey, Mayor of the City of Minneapolis, also authorized the City's investment of \$3.5 million to support Minneapolis Public Housing with its CHR rehab work, building on previous investments to support the Family Housing Expansion Project. Also in 2023, MPHA campaigned for additional resources to invest in this portfolio at the state level, which resulted in a \$5M direct appropriation that should become available by the close of 2023. MPHA intends to use these additional resources to assist MPHA in the rehabilitation of the scattered site portfolio in 2024.

Additional Highrise RAD Applications: In 2022/23, 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. Page fourteen features' properties where MPHA is considering applications for RAD conversions in 2024, 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.

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 2024 capital activities and expenditures is found in Appendix F. Through partnership with Franklin Energy and Xcel Energy, MPHA aims to replace aging appliances with new, energy-efficient, more cost-effective units.

Long-range Planning for Other Sites: As previously noted, MPHA revisited its Strategic Vision in 2022/23, 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; assisting in the creation of a master planning process to realize the long-term vision of the Heritage Park neighborhood and address the capital needs of the Heritage Park AMP; determining how the agency may best utilize its Faircloth Authority, including potential, Faircloth-to-RAD conversions. In addition, the agency is at the beginning of exploring long-term conversions at the Glendale townhomes, which we're committed to redevelop in line with resident feedback, to provide modern units for current and additional families to access in 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). This powerful tool allows both MPHA and partners to leverage deeply affordable housing with private financing to ensure maximum opportunity for community members in need throughout Minneapolis. 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.

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, under HUD’s Faircloth limit, could develop additional housing units over its current stock and receive additional subsidy through RAD conversion. MPHA expanded its total Faircloth Authority through the disposition of its Scattered Sites portfolio through Section 18. By converting these 705 units to MPHA’s non-profit affiliate Community Housing Resources (CHR) MPHA can create more housing units throughout Minneapolis. In total, MPHA could add up to 892 units through this program, with potential partnerships with private and non-profit housing providers. Once the units are built HUD will convert the funding into Project Based Vouchers.

In line with our strategic plan, 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 FTR 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. MPHA looks forward to the potential opportunity to pilot FTR in the near future to determine how this tool will complement and add value to our existing development goals.

Education, Employment, and Health

MPHA will continue our initiatives and partnerships devoted to economic opportunity, health, and wellbeing of seniors, persons with disability, families, and all households we serve. In 2024, we will continue to focus on:

Growth and Learning: *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 2023, we expanded the program to serve additional families as well as additional schools based on growing community need and the initial success noted by preliminary assessments. MPHA looks forward to continuing to strengthen these partnerships for years to come based on long-term evaluation outcomes.

Expansion of Work by the Highrise Health Alliance: MPHA, the Minneapolis Health Department, the Minneapolis Highrise Representative Council (MHRC), and partners from local government and healthcare sectors comprise the Highrise Health Alliance. This cross-sector innovation focuses on improving health outcomes for MPHA's highrise residents by making it simpler to access the care they need. In the height of the pandemic, this collaboration brought COVID-19 vaccinations to the community. As MPHA high-rise residents experience unmanaged health conditions with much higher rates of emergency room visits and hospitalizations, earlier connection to resources reduce the number of cases falling into crisis. This past year, the consistent collaboration of this group has allowed partners to apply for grant opportunities to try to find consistent, long-term funding to support this important work. In 2024, the alliance will continue to bring together leaders from all sectors (health, mental health, social services, housing) to identify priorities, align resources, and launch communication campaigns to residents.

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. By working with our regional partners (housing authorities, units of local government) through this collaboration the group is able 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, and the program successfully launched in September 2022, and the first families moved in Spring 2023. MPHA looks forward to the lessons learned from this program to better serve our voucher population.

Creating Book Rich Environments: MPHA became a Book Rich Environment in spring of 2022. This 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 2024, we anticipate:

Leveraging Technology to Increase Efficiency

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, recertifications mobile workorders and inspections. In 2023, the agency began converting 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 begin implementing payment processing solutions with the use of Yardi software in 2024.

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 2024, in partnership with DEI experts, the DEI committee will identify DEI action items, and begin implementing them, in addition to the implementation of a new Leadership Development Program and Succession Planning. This committee assists the agency in ensuring our budgeting, policy implementation, new business processes and engagement are examined through the lens of diversity, equity, and inclusion. Through the evaluation of exit data, we aim strengthen our recruitment, hiring, onboarding, and training processes to meet our strategic goal of making MPHA an employer of choice for all.

Properties for Which MPHA May Apply for Housing Preservation Programs in 2024

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 exploring our goals in advance of revisiting the agency's strategic vision, the properties listed below *may be considered* in 2024 or 2025 for repositioning, redevelopment, and/or recapitalization. These activities include federal programs (such as RAD and Section 18), federal/state/local grants, and other opportunities.

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
Spring Manor	MN002000004, Northeast AMP	189
Spring Manor II	MN002000004, Northeast AMP	32
Franklin Towers	MN002000005, Hiawatha AMP	110

If RAD is identified as the best 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 2024 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 2023 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.

2024 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	18,825,400	-	-	-	18,825,400
Federal - Operating Subsidies & Grants	21,461,300	-	2,017,500	-	23,478,800
Federal - Operating Subsidies & Grants (ARF)	-	-	-	-	-
Federal - Section 8 Admin Fee Subsidy	-	3,666,500	-	-	3,666,500
Federal - Section 8 HAP Subsidy	-	62,893,600	-	-	62,893,600
Federal - Capital Grants	-	-	29,395,000	-	29,395,000
City Contribution	375,000	1,151,300	90,000	-	1,616,300
Interest Income	41,100	2,700	-	-	43,800
Central Office Fee Revenue	-	-	-	-	-
Property Management Services Revenue	-	-	-	-	-
Other Revenues, Fees, & Grants	692,100	13,600,000	-	-	14,292,100
Total Sources	41,394,900	81,314,100	31,502,500	-	154,211,500
Uses					
Property Management and Program Admin	9,154,300	4,614,600	10,000	301,100	14,080,000
Administration	-	-	-	-	-
Development Administration	-	-	-	-	-
Fees to COCC	5,610,900	1,063,300	2,007,500	-	8,681,700
Tenant Services	997,200	-	-	5,000	1,002,200
Utilities	8,761,900	-	-	-	8,761,900
Maintenance	14,061,100	6,500	-	-	14,067,600
Protective Services	4,380,400	-	-	-	4,380,400
Insurance & Casualty Loss	2,105,200	33,100	-	-	2,138,300
Other General	3,053,500	-	1,300,000	-	4,353,500
Debt Service	1,905,100	-	-	-	1,905,100
Housing Assistance Payments	-	66,650,800	-	-	66,650,800
Capital Improvements & Equipment	350,000	-	26,115,000	-	26,465,000
Total Uses	50,379,600	72,368,300	29,432,500	306,100	152,486,500
Net Operating Sources/(Uses)	(8,984,700)	8,945,800	2,070,000	(306,100)	1,725,000
Transfer in/(Out) for MTW Single Fund	8,984,700	(9,290,800)	(2,070,000)	306,100	(2,070,000)
Transfer in/(Out) for Stable Homes Stable Schools	-	345,000	-	-	345,000
Net Operating Sources/(Uses) after Transfers	-	-	-	-	-
Estimated Reserves¹ as of Dec. 2023	15,145,298	780,691	-	-	15,925,989
Budgeted Changes in Reserves	-	-	-	-	-
Estimated Reserves¹ as of Dec. 2024	15,145,298	780,691	-	-	15,925,989

¹ Reserves are defined as Unrestricted Net Position less Affiliate loans receivable only payable from surplus cash as available

Fiscal Year 2024 MTW Budget Estimate

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 2024 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 2024, MPHA’s 2024 MTW Budget estimates funding levels based on prior year appropriations. MPHA is planning that federal subsidies and grants will remain at the 2023 levels.

The 2024 MTW Budget estimates HUD will provide the same amount of the Public Housing Operating Subsidy as 2023 less transition funding that is no longer available. 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 2023 (approximately \$20 million).

The budgeted sources of funds are slightly greater than \$154 million. It is anticipated that \$29 million will come from Capital Fund Grant resources (most of which from prior year awards), nearly \$19 million from tenant rents, \$21 million from public housing operating subsidy, and just over \$66 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 2024 MTW Budget estimates spending at \$154 million. The budget assumes housing assistance to cover 4,600 MTW vouchers on average each month and continues MPHA’s rent reform initiative with payment standards increased approximately 5.6% higher than the 2023 budget. The planned expenditures for major public housing building rehabilitation is \$26.1 million, are detailed 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 2024 (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	62,893,600
MTW Paid HAP Expenses (excludes Port-In)	52,499,500
MTW HAP Gain/(Loss)	10,394,100
Used for Capital Improvements	-
Used for HCV Administration	(1,103,300)
Used for Public Housing Operations	(8,984,700)
Used for Locally Designed MTW Initiatives and Program Administration	(306,100)
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 \$15.9 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 \$ million in reserves in the context of a \$154 million annual MTW budget and estimated \$210 million in capital needs.

The following schedule presents the 2024 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
MN002000002 AMP 2 Scattered Sites	0	2	1	0	0	0	3	Family	2	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 0 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 the Section 8 program. 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 to a PHA that operates in the property's jurisdiction.
	306	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

In late 2022, MPHA/CHR closed on financing and broke ground on an 84 new unit scattered sites development that consists of 16 sites across Minneapolis. The project ownership is Family Housing Resources but like the CHR portfolio, MPHA will continue to manage and maintain the properties. MPHA anticipates units will begin to lease up in fall 2023, a process that may continue into early 2024. An additional 67 vouchers will be placed into the project, a commitment made by MPHA in 2022.

MPHA/CHR is planning the replacement of a single-family home that was damaged by fire with a duplex and the replacement of a high capital needs single family home with a three-unit building. MPHA is considering utilizing the Faircloth to RAD program to support three of the units in these projects. It may also consider committing project-based vouchers to the projects.

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. These units were a result of the Hollman v. Cisneros Consent Decree. MPHA is working in partnership with Metro HRA to operationalize a plan for those units in their jurisdiction. Similarly, MPHA is working with partners on how to convert the 208 remaining MHOP units in MPHA's jurisdiction	No
MN002000002 AMP 2 Scattered Sites	3	Yes	MPHA is considering the use of Faircloth to RAD to support the development of three scattered site units. If the application is approved, the units would be transferred to Project-Based Vouchers.	No

3301 Nicollet	10	No	High priority homeless and low income	No
Emerson Village	52	No	High priority homeless, disabled and low income families	No
Snelling Yards (Workforce)	13	No	High priority homeless, low income, VASH	No
Wadaag Commons	24	No	Long term homeless, disabled, low income	No
Walker Methodist Raines	28	No	Long term homeless, elderly, disabled, low income	No
Agate Housing (fka St. Stephens)	22	No	Long term homeless and disabled	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
Olson Court	40	No	High Priority Homeless and Low Income	No
			Total New Vouchers to be Project-Based	603

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	# 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
Calvary Apartments	26	Committed	No	Low income
Canvas Apartments	11	Committed	No	Low income
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 HIV
Collaborative Village	16	Leased/Issued	No	Serves homeless individuals and families
Creekside Commons	6	Leased/Issued	No	Serves low-income people
Currie Commons	40	Committed	No	Disabled, high priority homeless, low income
Downtown View	25	Leased/Issued	No	Serves homeless youth
Emanuel Housing	6	Leased/Issued	No	Serves Veterans and Low-income
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
Plymouth Ave Apartments	7	Committed	No	High Priority homeless, disabled, low income
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
The Hillock (fka, Snelling Yards) (Senior Housing)	11	Leased/Issued	No	Homeless veterans (PBV VASH).
Scattered Sites	689	Leased/Issued	No	Low-income families.
2528 13 th Ave S	1	Leased/Issued	No	Low Income Family
Bloom lake Flats	25	Leased/Issued	No	HIV/AIDS, High Priority

				Homeless, Low Income
Endeavors (previously Exodus 2)	56	Leased/Issued	No	High priority homeless, disabled, VASH
Ladder 260 (fka, Fire Station One)	18	Committed	No	High priority homeless, Low Income
Lydia - Expansion	40	Leased/Issued	No	Disabled Homeless
Peregrine Apts	34	Committed	No	Low Income Families
Shelby Commons	12	Committed	No	High priority homeless, disabled, low income
Elliot Twins	184	Leased/Issued	Yes	Low Income
Whittier Community Housing II	40	Committed	No	High priority homeless, low income
	2074	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

To best serve our community, MPHA plans to host listening sessions with development partners to reflect on our Project Based Voucher (PBV) program. The insight gained from these conversations will assist the housing authority in revisions to the Request for Proposal process, and program operational improvements.

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 will continue to explore 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. It may also include acquisition of existing land and/or structures adjacent to our highrise sites or developing new units on existing highrise land holdings. Funding sources for any such opportunities could include the Minnesota Housing Finance Agency, City of Minneapolis, Hennepin County, and other government and private 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).

MPHA continues to work with its partners that own the existing 440-unit, mixed income development located in Heritage Park on recapitalization strategies, which includes a potential RAD/S18 conversion of the existing 200 public housing/ACC units. This conversion may be initiated in 2024 should financial resources be secured for recapitalization of a portion of the units. Additionally, although there are currently no specific plans for these properties, MPHA continues to contemplate the long-term vision for the entire 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 2024.

MPHA may hold units vacant due to modernization at other sites where construction activities or pre-development planning work will be underway in 2023/24. These include: 800 Fifth Avenue North (MN2-3, AMP 3), 809 & 828 Spring Street NE (MN2-21.6 & MN2-33, AMP 4), 1920 Fourth Avenue South (MN2-19, AMP 5), 1707 Third Avenue South (MN2-24, AMP 5), the Cedars (MN2-6, AMP 6), and 2121 Minnehaha Avenue (MN2-36, AMP 7).

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 2024, as well as previously secured resources to support our work including City of Minneapolis funds and a \$2M direct federal appropriation for fire suppression installations. Capital activities that were initiated under previous funding cycles, but not fully completed in prior years, will carry over and experience expenditures in 2024. Additionally, a portion of the activities slated for 2024's \$20 million CFP budget will not be fully expended in 2024 and will carry into 2025. MPHA has estimated approximately \$31.5 million in capital expenditures for FY2024 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 2023 levels and receipt of grant by the end of March 2024; 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. MPHA also continues to pursue additional, non-federal resources to support its work, including state and other local funding. The plan and expenditures may also be impacted if additional resources are made available in 2023/24.

Included in the \$31.5 million capital expenditures are pre-development work associated with any RAD conversions the agency pursues, other development activities including new unit production and potential acquisition costs, building systems (HVAC, plumbing, electrical) upgrades, roof, window and façade work, elevator modernization, door and flooring replacements, site work (parking lots/concrete), security enhancements, and ongoing fire suppression systems installations in 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 1221 in 2023).]

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	61,220	5,102
MTW Housing Choice Vouchers Utilized	39,000	3,250
Local, Non-Traditional: Tenant-Based^	2,760	230
Local, Non-Traditional: Property-Based^	1,164	97
Local, Non-Traditional: Homeownership^	72	6
Planned Total Households Served	104,144	8,679

"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
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	4

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 with a consideration for alternate payment standards, an incentive fund for property owners, a focus on supporting the development of project-based and sponsor-based units, and regional partnerships.
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. MPHA recently awarded 26 sponsor-based subsidies to a project serving extremely low-income formerly homeless individuals in a SRO communal setting with services.

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	3,827	Open	Yes
Public Housing Family	Families with at least one dependent	2,743	Closed	Yes
Housing Choice Voucher Program	Income eligible households	1780	Closed	Yes

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 Changed 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).
Housing Choice Voucher Program Waiting List	MPHA anticipates opening the HCV Waiting List in Spring or Summer of 2024. There are currently no anticipated changes to the policies related to preferences.

Proposed MTW Activities

No activities in 2024

Approved MTW Activities

Implemented Activities

	<i>Approved</i>	<i>Implemented</i>
Affordable Housing Creation & Preservation Toolkit	2020	2020
Triennial 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

Asset Verification	2018	2018	2024
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 MTW 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 Activities

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.

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 Faircloth units in affordable housing projects in the City of Minneapolis, these developments would be dependent upon the developer receiving other non-public housing financing.

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 that 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 is exploring a potential acquisition as part of its next high-rise RAD/S18 conversion and comprehensive rehabilitation which, if acquired, could yield up to 30 new units. Due diligence at this site will continue through 2023 and into 2024.

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 revised and recently adopted Strategic Vision will be vetted, approved, and implemented.

Changes to Activity/Metrics/Data - Planned 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.

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). If units reach a specific type of household give that type in this box)	0	70 Family Housing Units: 67 Family Housing Units 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. This also includes 3 Family Units as part of two scattered site infill projects	N/A for the Plan	N/A for the Plan

HC#2: Units of Housing Preserved				
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.	2	2 Family Housing Units for Redevelopment	N/A for the Plan	N/A for the Plan

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

Triennial 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. In 2022 this initiative was changed to triennial and combined with the initiative for residents on fixed income. 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 reduces 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 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 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. 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 are any new jobs that households did not report.

CE#1: Agency Cost Savings				
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

CE#2: Staff Time Savings				
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

CE#5: Increase in Agency Rental Revenue*				
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.

SS#1: Increase in Household Income				
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.

CE#1: Agency Cost Savings				
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

CE#2: Staff Time Savings				
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

MPHA Metric				
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 time, this activity could also embrace limited programs with a research objective. 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.

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 are referred from the Hennepin County Coordinated Entry system. Families receive housing stabilization services, including case management and referrals to medical, mental health, and chemical health services.

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. As community needs arise, MPHA would propose the specific additional uses of LNT subsidy in future plans as it deems appropriate.

MPHA may use MTW Funds as defined in Attachment C of the Agreement "Single Fund Budget with Full Flexibility" for any eligible activity as outlined. 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 potentially 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. This ability

would provide additional comfort to both MPHA and lenders or investors of MPHA's authority to proceed with these commitments.

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 2024 will be to address such acute eviction and homelessness crises in Minneapolis, identified by MPHA and local government partners, using fixed-amount and/or term-limited rental subsidy support, or focusing support on unique scattered site housing for very low- and extremely low-income households. At this drafting we project assisting at least 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.

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). If units reach a specific type of household give that type in this box)	0	10 (Families, generally with HOH disability)	N/A for the Plan	N/A for the Plan

HC#2: Units of Housing Preserved				
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

HC #5: Increase in Resident Mobility				
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	10	N/A for the Plan	N/A for the Plan

HC #7: Households Assisted by Services that Increase Housing Choice				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase housing choice (increase).	0	10	N/A for the Plan	N/A for the Plan

Goal-Oriented Housing Initiative (2018 – 2)

Approved and Implemented, 2018

Integrates Prior Activities: *Reintegration of Offenders (2016-2)*; *Soft Subsidy Initiative (2011-2)*

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. Partners will 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:

- 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.
- Establish specific program participation requirements tied to partner programs and supports as well as other requirements necessary to demonstrate progress in meeting program goals.
- Explore creation of a workforce housing development at MPHA properties and/or create a new workforce development in concert with MPHA partners.
- 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.
- 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).
- Explore home ownership vouchers as incentives.
- Consider setting aside or creating sponsor-based subsidy programs to better coordinate with partner programs and services.
- Make available local project-based vouchers targeted at developments near partner services and supports.

Program elements could include:

A. Partnerships with:

- Schools – pre, elementary and middle, secondary, and post- secondary
- Supportive services providers
- Vocational skills providers
- Employment providers

B. Tenant/participant savings initiatives

C. 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 other school-family initiatives).

Specific 2024 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.

2023 began the fifth year of the program, and the partners further integrated an evaluation component to understand achievements and consider next steps. Through 2023, the program has served 167 families with rental assistance and over 1700 families with one-time emergency assistance. Altogether, over 4200 children avoided or ended homelessness so they could focus on their education. Also in 2023, plans to expand the core SHSS program to an additional 5 elementary schools, increase the depth by which we work with the schools with the highest homeless and highly mobile families, and expand housing stability to all elementary schools, were finalized. The program will now receive funding for developing and implementing an expansion of the housing stability services through a grant from Hennepin County. This expansion could provide 6-24 months of financial and case management assistance to households experiencing instability where one-time assistance is not adequate to avoid an episode of homelessness and provide lasting housing stability.

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.

Better Futures Minnesota (the previous service provider for this project) was unable to adequately continue operations given financial and management challenges stemming from the pandemic. This resulted in a lapse in the service and supports being received by the residents in the Great River Landing development and affected occupancy levels for most of 2022. The dissolution of Better Futures Minnesota also suspended MPHA's program that provided up to 30 tenant-based subsidies to ex-offenders graduating out of Great River Landing. Better Futures Minnesota was to continue being the service provider for those participants and assist them with locating units. MPHA is reviewing a request from the new service provider, 180 Degrees, to take-up the project.

Employment and savings incentive pilot program (unnamed): Previously, MPHA anticipated piloting a program to incentivize employment and savings for participants in MPHA's public housing and voucher programs. MPHA did not implement this pilot due to staffing and operational challenges caused by the after-effect of the pandemic. This is still under consideration for 2024.

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

SS#1: Increase in Household Income				
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.*

SS#2: Increase in Household Savings				
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: 689 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

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 increase 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.

SS #1: Increase in Household Income				
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.*

HC #6: Increase in Homeownership Opportunities				
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.
- The application of relevant MPHA policies to the Local PBV program, including MTW authorizations under MPHA's approved Housing Choice Voucher 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 living in an under-occupied 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 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.

- 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 at 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, with another in 2021. MPHA is reviewing the release of a revised PBV RFP for 2023. 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 continued to make PBV awards and lease up units in 2023.

In 2021, MPHA project-based units owned by the agency, following subsidy conversions under RAD and Section 18. While MPHA retains the ability to use and may use all of the above authorizations in the future, MPHA expects to use them as needed in connection with the 84-unit new construction project. This project is in the construction phase with anticipated completion in 2023.

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.

In 2022, MPHA closed the financing to begin demolition of 21 PBV-assisted scattered site units to begin the process of their replacement. Current residents remain subsidized throughout the process, be relocated temporarily for the 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).

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).

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.

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). 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 then 21 existing assisted units).	N/A for the Plan	N/A for the Plan

HC#2: Units of Housing Preserved				
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

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").

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 implemented 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.

Under the Choice Community Demonstration, MPHA and its partner Metropolitan Council Housing & Redevelopment Authority each received 37 vouchers. Allowing for mobility services to expand. The Demonstration builds upon research that shows growing up in neighborhoods with lower levels of poverty improves children's academic achievement and long-term chances of success, 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 launched their pilot of the Community Choice Demonstration in September 6, 2022. MPHA offered remote and in-person information sessions and enrollment meetings for participants to enter the program. Participants are designated as Control, meaning that they receive a voucher but do not receive mobility related services, or Treatment, meaning that the participant receives access to mobility services in addition to the voucher. Whichever group that the participant ends up in, per regulations, if they move into opportunity areas, they receive access to the mobility payment standards.

For participants that receive the mobility related services, they have access to support staff– Mobility Coaches and a Leasing Coordinator. Primarily, the participant will work with one of the coaches who will work with them to identify barriers for moving and goals for new neighborhoods. The leasing coordinator will work to conduct outreach to engage landlord who may be willing to work with the participants with a voucher to support their goals.

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

In 2018, MPHA and the City of Minneapolis partnered to fund and administer incentives that encouraged 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. Since implementation, MPHA has noted an increase in 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. MPHA intends to continue these services in 2024:

Property damage protections: Protect property owners by covering tenant damage claims that exceed the security deposit, up to \$2,500.

Property Owner Holding Fee: MPHA will make a payment of 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.

Providing RentWise Curriculum to Participants: MPHA will provide incentives to voucher holders to complete this training to mitigate risks to owners.

MPHA processes and pays these claims. If the city reinstates this budget line item to support this initiative, MPHA will process reimbursement from the city for their agreed upon portion.

The program was considered a pilot but the City and MPHA are jointly reassessing the success of the incentives and are reviewing 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)

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). 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

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	15	N/A for the Plan	N/A for the Plan

MPHA Metric				
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

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.	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 on moving.
- **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 (RFTA) 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 a 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.

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)

There are no 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.

SS #3: Increase in Positive Outcomes in Employment Status				
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.				

SS #4: Households Removed from Temporary Assistance to Needy Families (TANF)				
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

SS #6: Reducing Per Unit Subsidy Costs for Participating Households				
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

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.*	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.

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

None.

<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	16	N/A in the Plan	N/A in 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.	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

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	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.

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 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.

Case managers help them navigate the 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.

This activity expanded in 2021 to include additional sponsor-based partnerships, on a similar model. The first is at Nicollet Square, where MPHA funds support 42 efficiency units for youth between 16 and 22 experiencing homelessness, including those in extended foster care. Youthlink provides 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.

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

Downtown View no longer functions under this activity but under our standard Project-Based Voucher terms. Therefore, 2022 was the last year for tracking the metrics for this property under this activity (2016-3). This change also removes metric CE #4 Increase in Resource Leveraged, SS #1 Increase in Household Income, as well as SS #2: Increase in Household Savings as these were unique to the Downtown View operations.

<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	52	N/A for the Plan	N/A for the Plan

HC #5 Households Assisted by Services that Increase 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	52	N/A for the Plan	N/A for the Plan

HC #7: Households Assisted by Services that Increase Housing Choice				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase housing choice (increase).	0	52	N/A for the Plan	N/A for the Plan

SS #3: Increase in Positive Outcomes in Employment Status*				
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.

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	52	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

* 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: Asset Verification (2018-4) is closed out in this report.

Asset Verification (Activity 2018 – 4)

Approved and implemented in 2018, closed 2024.

Why the activity was closed out: MPHA modified the definition of annual income to exclude income from assets valued at \$50,000 or less in 2018. By eliminating a time-consuming verification process that had only a marginal positive impact on MPHA revenues, there was an overall cost savings. HOTMA has now integrated this as a standard regulation where MPHA no longer requires this initiative.

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 approval 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	\$18,825,400
70600	HUD PHA Operating Grants	\$90,038,900
70610	Capital Grants	\$29,395,000
70700 (70710+70720+70730+70740+70750)	Total Fee Revenue	
71100+72000	Interest Income	\$43,800
71600	Gain or Loss on Sale of Capital Assets	
71200+71300+71310+71400+71500	Other Income	\$15,908,400
70000	Total Revenue	\$154,211,500

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	\$ 14,080,000
91300+91310+92000	Management Fee Expense	\$ 8,681,700
91810	Allocated Overhead	
92500 (92100+92200+92300+92400)	Total Tenant Services	\$ 1,002,200
93000 (93100+93600+93200+93300+93400+93800)	Total Utilities	\$ 8,203,867

93500+93700	Labor	\$ 558,033
94000 (94100+94200+94300+94500)	Total Ordinary Maintenance	\$ 14,067,600
95000 (95100+95200+95300+95500)	Total Protective Services	\$ 4,380,400
96100 (96110+96120+96130+96140)	Total Insurance Premiums	\$ 1,988,300
96000 (96200+96210+96300+96400+96500+96600+96800)	Total Other General Expenses	\$ 4,353,500
96700 (96710+96720+96730)	Total Interest Expense & Amortization Cost	\$ 313,359
97100+97200	Total Extraordinary Maintenance	\$ 150,000
97300+97350	HAP + HAP Portability-In	\$ 66,650,800
97400	Depreciation Expense	\$ 13,900,000
97500+97600+97700+97800	All Other Expense	\$
90000	Total Expenses	\$ 138,329,759

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

As presented in the MTW Budget section, MTW Sources are \$15.8 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 2024, MPHA is estimating spending \$26.4 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 \$13.9 million on previous years' capitalized expenditures are shown. The difference is actually \$12.5 million more in Net MTW Sources. Additionally, revenue of \$1.6 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 \$1.6 million more in Net MTW Uses. When both presentation adjustments are factored in, the Net MTW Uses over Sources is \$1.7 million. MPHA intends to transfer \$2.0 million of the Net MTW Sources over Uses to its affiliate for new housing development serving those at 80% or less than AMI.

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
<p>MPHA plans to use approximately \$10.4 million from its HCV HAP Subsidy to augment other programs in accordance with the needs of our local community. Of this amount: \$1.1 million to HCV Administration; \$300,000 to MTW Local Initiatives (primarily research, reporting, administration related to MPHA's MTW status), and \$8.9 million for public housing operations. Among other things, these transfers respond to insufficient funding for public housing 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.</p> <p>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.</p> <p>In accordance with MPHA's MTW authority and activities, MPHA will use our single-fund flexibility to support development efforts (including Faircloth to RAD development), MTW subsidization on post-conversion public housing properties (including MPHA affiliates) for operating and capital needs, and local, non-traditional subsidy programs.</p>

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*	\$3,277,700	\$3,277,700
HCV Admin Fee	\$780,691	\$0
PH Operating Subsidy	\$12,606,489	\$0
TOTAL	\$16,664,880	\$3,277,700

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

Administrative

Board Resolution and Certifications of Compliance:

Final stamped and signed documents inserted into plan following board approval.

Resident advisory Board 2024 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.
 - 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, and increase 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. Create supportive housing opportunities for people exiting homelessness, corrections, rehab, etc.
11. Continue the use of Volunteers of America and continue support for resident programs with future redevelopment structures.
12. Create collaborations that increase affordable housing and/or services for residents.
13. 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.
14. Focus on resident employment opportunities, including Section 3, as part of all MPHA activities, including:
 - a. Create a Section 3 'job bank' that's easily accessible in all buildings.
 - b. Post MPHA job openings and give to resident applications.
15. 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.
16. 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.

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. MPHA meets with the Resident Advisory Board (RAB) in June prior to other engagement activities to review and update their priorities (Appendix B). In July, MPHA includes a flyer in the rent statement to each property owned or managed by the agency that notes how to share their voice in August. This insert details where they can access the draft plan, the time and place of each scheduled event, how to submit comments electronically as well as methods to request reasonable accommodation. MPHA mails this same notice to a random selection of 1000 households participating in the Housing Choice Voucher program.

Prior to the draft plan's release, in addition to the rent statement insert, MPHA posts flyers in common spaces and collaborates with the resident counsels to get the word out to residents on how to share their voice. In addition, a notice runs in the Star Tribune and Finance & Commerce to welcome comments from the broader community. This year, MPHA made a copy of the draft 2024 MTW Annual Plan available online and at the central office location on August 4th through September 7th, 2023.

During this 30-day comment period, MPHA hosts three community engagement sessions, both in-person and virtually. Each information meeting is an opportunity to share information about MPHA, including the mission, vision and strategies, MTW budget, information about major repairs, and development activities completed and on the horizon. MPHA provides more than an hour at each meeting for residents to ask questions, get answers and provide comments. At all meetings, MPHA offers simultaneous interpretation in accordance with MPHA's Limited English Proficiency Plan.

At the August board of commissioner meeting a public hearing is held. Each comment is recorded and documented for the team to review. Based on feedback, the team may make changes to the plan prior to a resolution for approval going ahead of the board. In preparation of approval MPHA's Board of Commissioners received a staff presentation at its July, August, and September meetings. At these meetings staff reviewed what MTW status means for the agency, gave an overview of the plan components for 2024, and reviewed the feedback received during community engagement.

MPHA Information Meetings Dates, Time, and Location:

Session #1 Tuesday, August 8th from 2 – 4 PM, Elliot Twins (1212 S 9th St)

Session #2 Wednesday, August 9th from 2 – 4 PM, Cora McCorvey Center (1015 4th Ave N)

Zoom Livestream: Wednesday, August 9th from 2 – 4PM, Zoom
(<https://us06web.zoom.us/j/83553222911>)

Attendance Summary:

Session #1 17 residents signed in, 9 verbal comments

Session #2 18 residents signed in, 9 verbal comments

Zoom Livestream: 1 resident signed in, 1 comment

MPHA will log 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 in early September. Then, the comments along with the agency responses were placed in the receive and file portion of the board packet and archived on MPHA's website.



Summary of Public Comments

on

FY2024 MTW Plan

Open from

August 4th to September 7th

Comment Log:

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Minneapolis

Highrise Representative Council

FINAL HIGHRISE RESIDENT COMMENTS ON MPHA'S FY 2024 DRAFT MOVING TO WORK PLAN

Thank you for the opportunity to comment on the proposed 2024 Draft Moving to Work plan.

The MHRC collected resident comments on MPHA's FY2024 Draft MTW Plan through a resident review process that included discussions at our board, executive committee and resident council president meetings, as well as at two MTW informational meetings hosted by MPHA. Thank you to MPHA staff who attended these meetings to present information and respond to resident comments and concerns. We especially appreciated the extra resident engagement efforts by Rachel Almburg to make sure MTW documents and presentations were user-friendly. The MHRC Executive Committee concluded its review of the plan September 7.

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. Theft and vandalism of vehicles in parking lots and drug dealing and drug use in and around the buildings are persistent problems at many highrises. The seriousness of the opioid epidemic and its impact on highrise communities needs to be addressed by MPHA and policy makers.

Residents are increasingly expressing concern that many of the new residents moving into the highrises seem to be lacking the support they need to be successful tenants. Residents say that many are struggling with drug and alcohol addiction which can lead to serious problems in and around the buildings. Others are still dealing with the trauma of having been homeless. Residents would like MPHA to discuss screening practices at a future MHRC board meeting and with the Security Advisory Committee.

Even though MPHA significantly increased its security guard budget for this year, Securitas has had a difficult time hiring guards to fill the posts and residents have not been seeing the benefits of increased hours as they hoped. Something needs to be done to address the shortage of guards even if it means contracting with additional guard companies. MPHA must figure out how to provide the level of guard services that is budgeted. Well-trained and professional security guards are essential to highrise security and residents' sense of safety.

Regarding resident health, we remain 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. All apartments should have air conditioning and, again, we ask that MPHA not charge residents for this service because it so important

to our health and wellbeing. We also request that MPHA regularly remove the covers from apartment baseboard heaters and thoroughly clean the heating elements. This would improve resident health, the effectiveness of the heaters and help reduce MPHA heating costs. It should be considered a right, not a luxury. We ask that MPHA make funding for improved ventilation and air conditioning a top legislative priority. We support MPHA's plan to conduct a ventilation improvement study at two sites and hope that any lessons learned from the study are implemented as quickly as possible. We also ask that MPHA regularly check the roof fans to make sure they are working properly. We would like to see a schedule of this work so it can be shared with residents.

Residents in many highrises complain that their trash chutes are not consistently cleaned which leads to bad odors and pest problems. Is there a trash chute cleaning schedule? There are also trash chutes that do not close properly. This should be addressed at all buildings.

Enforcement of the non-smoking policy is something many residents say is still a big problem. Hallways are filled with various forms of smoke which gets into all apartments and creates serious health concerns for many residents.

Regarding proposed changes to MPHA Statement of Policies

- ◆ The MHRC supports increasing the limit for re-payment agreements of retro rent from \$5000 to \$10,000.
- ◆ Residents have been largely silent on the plan to change the move-out notice from 14 days (required during the pandemic) back to a 30-day notice. This seems reasonable.
- ◆ Residents have also been largely silent on removing most of the preferences for admission into public housing (while maintaining the age and disability preferences).

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. We are glad that MPHA is prioritizing façade work and window and roof replacement in 2024. We hope this will help to address the problem of water infiltration in the buildings that can lead to problems with mold, bad odors and respiratory problems for residents. We ask 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 appreciate all of the work that has been done by Abdi Warsame and staff to secure funding to finish installing sprinkler systems in all of the highrises.
- ◆ We request that MPHA reaffirm its commitment to deeply affordable housing and that this commitment carries into all redevelopment efforts.

Regarding MPHA FY2024 Budget

- ◆ It is clear that MPHA faces continued major funding challenges in FY2024 and beyond, but we must take to time to celebrate the work of resident leaders and MPHA to secure a promise of a public housing tax levy from the Mayor and City Council, as well as state funds to address MPHA capital

needs. As MPHA considers how its limited capital funds are expended 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. Residents say they wait too long for carpentry work orders to be completed and urge the MPHA to hire at least one more carpenter for each AMP. Additionally, on-site social services need to increase so that MPHA can better address the health and social services needs of residents, especially those transitioning from homelessness. 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 important that MPHA continues to partner with the MHRC and other groups to obtain ongoing local and state support of public housing that has been sorely lacking. Our work together to secure the tax levy and additional State funds has been a great start. 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.

MTW Informational Sessions

Elliot Twins 8/8

Question 1: My question is related to my unit. The shower has some issues, who should I talk to?

Response:

That's a great question, we have one of our work order coordinators out in the lobby and if you would like to go out and talk to her, you can put in a work order, and then we'll make sure the work is done.

Questions 2: I have a question about preferences. So, if people go on the wait list, they are just expected to get any apartment that's available, disregarding what part of the city they want to live in or residential neighborhood? Is that still an option?

Response:

So, preferences don't have to do with where you want to live. When people apply for our high-rise housing, we ask them, would you prefer North, Northeast, South, or Southwest Minneapolis? Then when their application comes to the top of the list, we approve them for move in, and match them to an open apartment in the area that they wanted first.

Preferences, in terms of the policy updates, have to do with where your name is on the waiting list. So, we're getting rid of the preferences that would put one person in front of another so that it'll be based on date and time only. Except for elderly, then near elderly, and disabled people for our high-rises. In addition, there is a state law that we need to have a preference for Veterans and we will continue this preference but other than that, it's going to be date and time.

Question 3: I want to ask you, if I want to go overseas somewhere. Can you hold my program or unit until I come back?

Response:

In the public housing program, you can be away for three months. If you're gone longer than three months, then we could terminate your lease. For the voucher program, it's the same. The reason is we have lots of people on the waiting list that need housing, so it doesn't make sense that we have a unit that's not being used.

Question 4: A lot of residents have been expressing concerns about ventilation and how hot their apartments are due to the lack of air conditioning. I think there was some mention about a possible study that might happen regarding ventilation. Can you talk about what that would be and what a possible outcome of that would be in terms of improving ventilation?

Response:

Resident health and safety is of great importance to MPHA, and we are aware and understand the heightened sensitivity surrounding ventilation and cooling in our highrises. We have therefore engaged one of our engineering consultants to conduct a study of indoor air quality and ventilation performance across MPHA properties. The study will identify opportunities for improvement and options MPHA can consider implementing based on feasibility, costs, and other considerations. We have selected three sites for the study – 1707 3rd Ave S, 2121 Minnehaha Ave, and 620 Cedar Avenue South. These buildings were selected based on construction type and layout, and are representative of the majority of our highrise building types. They are also properties that have recently or will soon have apartment windows replaced. The study is scheduled to begin in September 2023. Upon results of the study, MPHA will consider a pilot implementation of one or more options to inform an optimal solution that could be applied to multiple properties. While this may take some time, MPHA wants to ensure we are carefully considering multiple factors/parameters and proceeding with modifications that will best address resident health and comfort.

Question 5: Over the weekend five people came in and knocked on doors who don't live in the building. There are a lot of people who don't live here that are coming in lately. Is there anything MPHA can do to get more security?

Response:

I want to commend you for doing the right thing by using the peep hole when someone knocks and not opening the door for people you don't know - that's the right thing to do. MPHA does provide some guard service here. Unfortunately, we can't provide 24 hours. So, we rely on residents to help us if you can. To make sure people are not following you in. If you feel comfortable you may ask why they're here. If they're visiting someone, then request that they use the telephone to get buzzed in. We are in our budget process for next year, and I believe more money for guard services is expected to be requested for the coming year. I'm not sure if there is any extra money this year to supply to guards.

Comment 6: There was some kind of leak on the wall in my unit, I called somebody to come to look at it. Also, the trash at [Address] piles up and starts to smell. People don't throw it in the trash bin properly, they just throw it next to it.

Response:

We will have our work order coordinator outside in the lobby look it up for you to provide updates to you directly. As for the trash chute, the property manager has been informed of this issue and is working on a solution. I know some issues come from people not using bags--they've just thrown it next to the trash so we'll follow up with them.

Question 7: *There is a lot of smoking on my floor. I don't know where it takes place, but I can smell it a lot. It sometimes affects me. It is affecting my voice and health from the smoke. My question is, is it legal when somebody is smoking to open their door so the smoke can go into the hallways?*

Response:

Marijuana is now legal to smoke in the state of Minnesota, but, not in public housing and not on public housing property. We are federally funded, so, we follow federal rules. If you smell marijuana smoke, or any kind of smoke, please let your manager know. While it is hard to detect where the smoke is coming from, at least if you let the manager know, it can be investigated. If we can determine where it's coming from, then we can deal with the resident with regards to lease violations. So please, let the manager know each and every time it happens. Also, people should not be opening their door. That's against the lease and it's against fire code to open your hallway door. So, they shouldn't be doing that, and again talk to your manager.

Comment 8: I live in a studio and have been on the waitlist for a one bedroom for a long time. Also, I'm worried about pest, and the trash chute not closing well.

Response:

You should talk to your property manager to get back on the waiting list to move to a one bedroom. If you ever see any pest, please call our work order number 612-342-1585. We certainly want to deal with them before they become a big problem. Unfortunately, in this building the trash chute is right in the hallway. There's not a door and there's not a room to it. If the trash chute is not closing tight, please call in a work order because we want it to close tight. It should close and latch.

Question 9: Hi, so my neighbor has lived in MPHA scattered sites, family housing for 14 years. Loved living there, had no problems until section 18 became CHR. She now has many, many really dangerous repair issues in her home. The fire department had to come and disconnect her stove because it was leaking carbon monoxide. A leaking toilet she had been telling management about is now dealing with her kitchen collapsing, almost crushing her 4-year-old. There's black mold in their home. There's a lot of problems. So, I heard folks talking today about how important section 8, MTW, and other privatization programs are because it allows investment and funding for scattered site housing. So, I'm just wondering where these funds are going if not to keep the housing just at a bare minimum state?

Response:

From the state of Minnesota this year, we got \$5 million to go to our scattered sites to make improvements on these homes. So, we will be making upgrades with that money. We are also taking money from the voucher program to help with our units and upgrade them. So, I'd like to know the address of your neighbor so we can check on the work orders to see what work we've done. Certainly, any of those situations should be taken care of right away.

Cora McCorvey 8/9

Question 1: What criteria will be used in the selection process regarding Franklin building and Spring Manor? What makes the determination?

Response:

Right now it is looking at due diligence. Currently, we are having architects look through the buildings a little bit to help us. We're looking at it from a couple other aspects as well. Some of it is on the financial side of and others in term of the scope of work involved. We will communicate those findings out as we continue to go forward. Thank you.

Question 2: First, I would like to say I am grateful to be living at [address]. I have a few questions:

- We pay for our air conditioning at my building, and I heard that others don't.
- Lately my rental statement has been late.
- There's a light fixture in front of our building. Like I said, I fell in love with the building, I thought it was a palace when I moved in. Now, a lot of spider webs are way at the top of the building. I think that's important to have that cleaned.
- When they come over and do something in our apartment and stuff, they need to clean up their own mess. They cleaned our radiator today, I'm not sure if they are done with it or not, so I just left it as it is.

Response:

At the high rise buildings, residents paid \$25 a month for June, July, and August for air conditioning. However, we saw a picture when Brian was up here for our building that was redeveloped. When we did that, we took that building out of the public housing program and installed central air conditioning. Unfortunately, HUD says that air conditioning is a luxury, so they don't want their subsidy going to pay for air conditioning and that's why residents are charged that \$25 a month for the three months.

I want to add in our budget next year to have the windows professionally cleaned at that building. In the meantime, though, like on the patio and stuff, we can definitely have our staff go up there and clean them. And then you said there's a light outside that's out? Let's point that out to your property management so we can fix the light. Now as far as the radiator for today, we were having a problem in your building and were trying to drain everything, and it wouldn't on its own. The engineers had to come in to open up the valves and get it going so they could drain the heating system to make repairs. I'm sure they'll come back and put everything back together once they are sure they have resolved the issue. If they don't come back right away, call work orders and we'll get somebody over there.

Question 3: I was waiting for section 8. It has been a long time since I filled out. My question is, am I still on the waiting list? Or it's no longer in process?

Response:

The Director of HCV will get individual name after the session is over, and have someone take a look and find out what the status is for your application to follow up with you directly.

Question 4: A lot of our incomes are different from others. Some of us get a healthy food card, and we have \$100 to spend for utilities on that card. We don't have utilities except the air conditioner charge. We could pay that with the card, but we don't have an itemized bill to pay so, we lose that money. How can we during those three months, get an itemized bill and just pay for the whole thing at once?

Response:

Your bill that has the \$25 for your air conditioner charge - you're saying that's not good enough? Your rent statement has your name on it...is this a debit card? If you sign up for Rent Cafe you could use that to pay the \$25 - if it's a debit card. We'll look into that for you. You'll have to come in and try it.

Question 5: We at [Address], our 12-story cold water flat, frequently, have periods where there is absolutely no hot of water. I keep the big pot to boil water to use for bathing, and cleaning, and cooking, and dish washing. Cold water sucks. We also are slated for a million and a half in work, the problem is that all of the work needing attention is not ours. Heritage Park owner McCormack Baron sucks. We end up with their problems affecting us. We have two-----they are not potholes. They are wind bending, axle busting, lunar craters at the driveway entrance off 5th where, Aldridge used to be and the one off of Bryant. And it's been going on and on and on and on and no progress. Nothing's being done. And they have major damage, storm damage. And so, there's shingles and temporary little flaps are peeling off and flying around. And there's going to be major damage to those buildings if they don't get that fixed. The lighting is out. So, we're in a black hole and there's very poor lighting in the parking lot and in the front of the building - where we drive through. Because their pole lighting is out and we don't have adequate illumination in ours. So, I don't know what influence can be brought to get Heritage Park housing to fix problems that are adversely impacting us at our loss. And it's time to kick ass.

Response:

Thank you, we always appreciate your input

Comment 6: We have some building problems. Leaky windows and maintenance issues. The self-help programs and the programs have faded out in the building where [MHRC] council members and managers were involved. We lost our gardening, and we wanted to do that. The managers aren't there. Plus, we lost our self-help for watering the lawns. The windows leak, so our building needs window maintenance, plus they're dirty. None of us can clean our windows. They are heavy, and we can't get to them.

Response:

I know that you were at the meeting last week at [address] where we talked about a lot of these things and, and hopefully, your building will be redeveloped and all those problems will be fixed.

If we have leaky windows- please encourage the residents with the leaky windows to call in a work order so we can at least put a fix on there. Then when the building is redeveloped, the whole thing will be fixed. You guys have some of the biggest, heaviest windows there are so I know that there's no way residents can move and clean those windows. So, maybe next year, we can get a contract to have all your windows cleaned too.

I'll have to find out about what's going on with the self-help at your building specifically as they should be continuing.

Question 7: How do you prioritize the work orders? I'm at [Address] and it seems like I have to call it over and over. My sink in the bathroom needs to be fixed, but they need a carpenter. How do you prioritize these - this building, that building and what's the most important and where do you begin?

Response:

When you call in a work order, there is a hierarchy about how we're going to do it. Ones we need to do right away, we call them the emergency work orders. These are work orders that if they aren't taken care of, they're going to cause more damage to the building, or it could cause a situation where someone could get hurt. A spill on the floor or something like that. We want to take care of those right away. The other ones are prioritized based on what they are and based on the number of staff that we have available to do them. Unfortunately, we don't have enough staff to get to everything right away. Thank you for keeping on calling. We have the person in charge of pest control in the back, who is working diligently with the pest control staff to make sure that they understand everything they need to do to take care of pests.

Question 8: There were sometimes when we had bad activities coming into our area. They'd asked us to look out the windows and, be aware of our surroundings. Now, the trees that they planted, outside my window have grown, I can't even see across the street no more. Can you trim our trees, so we can continue to be project lookout as we go into nighttime. Because one lady, just constantly walk all day. And occasionally there are vans out there so, I want to make sure that she's okay.

Response:

We do like trees to grow and to provide shade. If they're disturbing your view, we can see what we can do about that. With regard to people walking, we really encourage residents to, you know, walk in two's - walk with somebody. So, if there's someone in your building who goes for walks a lot, maybe you can join her?

Comment 9: I wonder if there's something that can be done through the MTW program to provide air conditioning. With climate change, it's getting so hot. It's dangerous for a lot of residents. There are two issues, you must keep a focus on getting air conditioning from whatever source of funds for all the buildings. Then, also look at using an MTW waiver to subtract that \$25 fee. We know there are residents who really don't have that \$25 for the three months of the summer that they are charged. So that would be a suggestion as MHRC talked about it at the executive committee meeting & active living committee last week.

Response:

There is a national outcry for public housing authorities to be able to provide air conditioning for residents, especially in the South. So, we can look at an MTW program, but I encourage you and your organization to with the National Low Income Housing Coalition, to work towards a solution for everybody in the country. Since MTW initiatives must meet one of the statutory requirements, it may not be the best avenue to get air conditioning to all residents.

Zoom Simultaneously Streamed

Question 1: Question in chat box read "For new buildings going up, how do section eight clients apply?"

Response:

For the new units discussed during the presentation, the residents who are going into those units come off the waiting list that we currently have. Unfortunately, right now, the waiting list is not open. We do publicize when we open our waiting list though. So, when that happens, I encourage people who would like to live in those homes, or any of our homes, to apply.

Public Hearing 8/23

Comment 1: MHRC president, Mary McGovern, read an early version of the letter included in section one of this document.

Comment 2: Good afternoon Chair Hoch, commissioners, and Director Warsame. I just wanted to thank everyone for giving me their time today. I'm so excited and just thankful that we were able to convince the mayor and city hall to restore the levy to meet the needs for public housing. I've been a resident in public housing for 26 years. When I was working in the public school system, I've told this story before, if it wasn't for public housing and being able to adjust my rent – I didn't work in the summer and whatever – I don't know what I would've done.

Like I said, I have been one of those people that has been trying to advocate for housing and for more funds for us. I just want to ask that when you're thinking about this, when you get these funds, that you think about hiring more professionals. Like our president Mary McGovern has said, we need more people for carpentry work, we need more people for electrical work – we need staff – maintenance people to clean the buildings. For example, our cleaning person, our maintenance person has 4 buildings he has to clean. So our buildings aren't getting the attention they deserve. I've lived there long enough to know that the cleaning – the buildings have gone down as far as sanitation, cleaning and everything else. You can't blame the cleaner if he's having to clean that many buildings and only has so much time to get it done. So I'm just encouraging you to think about that when you're using these funds, which we're going to get, in hiring the people that we need.

You know I have signs that I put up in our different floors that say, "Please keep this a healthy, safe and calm building to live at" and so when our residents say to me, "Shirley, when housing comes through and does inspections, they expect our apartments to be clean and sanitary. What about the rest of the building?" So I just want you to know, personally, sometimes I'm embarrassed to invite people over and that should not be. We should be able to live with dignity and live in a clean and safe and healthy environment. Thank you.

Response:

Thank you for the important reminder to invest and recruit staff to properly maintain the units across our portfolio.

Comment 3: My name is [get name from sign in] and I am a participant of public housing. Sometimes my friends frown when I tell them I live in public housing even when I'm doing well. But again, I want to say that public housing is very supportive of people like me and others of lower level. And so, I also want to talk about the staff. People who have been my managers, we've built relationships for the past 10 years that I have been living there. And basically have become friends, friends in the sense that they have been very supportive. I want to say that public housing, besides the impression that people have, which is sometimes biased, it has been able to uplift lower families, including me.

And so, I want to talk about the community. People who don't know how to read or write. I work around the African community services. It provides services to lower income people in times of hardship. Where we look at issues of food security, housing, education, and health. So we have a large number of the population who come, mainly East African and Somali's and many struggling mothers, people who don't

know how to read. They get letters sometimes telling them they need to pay. I was just wondering, as much as we support them and we have a legal aid, how do we have a better approach when dealing with those kinds of members of the community? Somebody who does not know how to read, you have to show where to sign, and when they get a letter, noting we're being evicted – mother of 10, 8, 9. And many times we try to solve the problem but when we can't solve, we refer them to legal aid who picks up the case and many times the cases succeed. But could we have something like a desk, a desk where people, those kinds of mothers, can come to public home and receive support here before they end in the streets or panicking and all of that. I find that extremely distressing. One is, out of the 300 community families we walk with, housing is very critical. You can't have any stability without housing. No education, no work, nothing. It is the key to wellbeing and survival of every individual that I have come across over the years.

So, I want to commend public housing. I think public housing has given enormous support to communities across the board. I am very thankful.

Response:

Thank you for the insight and recommendation on how to better serve our community.

Comment 4: Hello everyone, I am one of the community members who the gentleman was speaking about who cannot read or write. Not being able to read and write does not mean that we don't have common sense. We have a lot of common sense, we just can't read and write. I am one of those people who just came to America and needed a lot of support coming here.

I was in public housing before I applied for section 8. I lived in section 8 for about 4 years now. I am a gentleman who cannot read and write but who can really foresee what's coming and who has the intelligence to predict what will happen in the future. I received paperwork telling me that I am late and the amount of government subsidy will be. I have all of those papers here. I can't read it. But in the last 8 months, I pay electricity, heat, and gas. However, I am receiving a paper telling that I owe a balance. Whenever I ask what the balance is for, no one can explain it to me. I ask someone to help me interpret. Whenever I go to them, they look through it and cannot find a balance. They tell me it was a mistake and don't worry about it. The next month they put the same paper for me.

I tried to get legal assistance from legal aid, someone who is at the cedars. I went there for two months, and he told me to go pay the money. I was hoping to have someone to present to me and resolve the issues for me, but he was telling me to pay the balance.

I came here, a lady come out for me and looked through the paperwork. She asked me to go back to them and ask them how I came to owe this money and why there is a balance. It was a dead end. They wrote a letter to her saying that at the beginning of this year, I didn't update my portion and the government did not update theirs. The lady told me she would talk to them and send them a letter. I was waiting for a response letter from the lady that I spoke to and what she did was send me an invitation to come here.

Response:

MPHA worked with the resident to get copies of the notice to have the HCV team help clear up where the balance is coming from and communicate to resident.

Received through Website or Mail

Both comments received were unrelated to the plan.

Comment 1: Good evening why its to this i been looking for housing for me and my two girls we been looking for 4 years and why i am not coming up for public housing this is crazy all see is other immigrant getting in places this is sad.

Comment 2: 1 hand-written 39-page letter was received from a resident. The content related to matters at their building however, as they were racially charged MPHA will not be including them in full here.

Comment 3:

A campaign from Action Network resulted in a number of form letters. In total MPHA received 24 Form Letters, in summary:

- 0 letters sent from MPHA residents or voucher holders
- 12 received from individuals with an address in the Twin Cities
- 12 received from non-local, all residing in New York City addresses

MPHA MTW Office,

Dear Elected Officials of Minneapolis / Minnesota, MPHA board members, and HUD reps:

MPHA has a history of being non-transparent and unaccountable to residents and the public. The 2024 MTW Strategic Plan continues that trend, chrome-extension://efaidnbmnnnibpcajpcgiclfndmkaj/<https://mphaonline.org/wp-content/uploads/2023/08/Draft-2024-MTW-Annual-Plan-.pdf>.

MPHA is drafting public documents that are UNREADABLE to Non-English Speakers.

During the 2024 MTW Presentation at Elliot Twins on August 8, 2023, MPHA announced that translated copies of the day's handouts were unavailable. More than 40% of the MPHA tenants do not speak or read English. During this meeting, MPHA's presentation was abstract and focused. In contrast, questions from residents were about immediate tangible needs (such as trespassing and repairs). MPHA's response was bureaucratic, pointing to the process for submitting a work order, which residents already do. From experience, the majority of the work orders are ignored because it's public housing.

The strategic plan itself raises many red flags, including but not limited to:

Residents were not included in key informant interviews. MPHA staff were surveyed and interviewed at a much higher rate than MPHA residents in constructing the plan.

The plan is dense and confusing, using abbreviations without explaining them and referring to documents that are not included or linked. It is clearly written for HUD and not the public.

While only three (3) units of public housing will be added during the plan year, 306 units will be removed during the plan year.

There is a lack of protections for tenants in privatized housing (such as under Sect.18).

The plan names that housing will have “other private funders” with no further information about who these funders are or what their role in owning, managing, or developing properties will be, the interest they are charging on loans, or what will happen if they default.

Every activity in the plan lists “N/A” for both benchmarks and outcomes. This is hugely problematic - there should be no activities conducted by MPHA that do not have benchmarks and outcomes. Where is the funding going?

\$2 million will go into new developments for housing people making at 80% or less than AMI, rather than for poor, very poor, unemployed, or disabled households that are on social security or fixed income as this the population public housing should be housing.

MPHA is trying to change the classifications of expenses and funding sources. They claimed to have \$15.8 million in funding sources, but after listing all the items they have to pay, maintenance needs that they don’t classify as expenses, they ended up with only \$12.5 million in funding sources and \$26.4 million for investing in their buildings. MPHA has more money than they are reporting and their funding sources aren’t fully reported on either.

MPHA plans to put an undisclosed portion of the city tax levy and state funding towards redevelopment and privatization rather than towards preserving and expanding truly public housing.

MPHA did not make their lobby disclosures public and stated they would release them directly to HUD.

Our demands are as follows:

1.) MPHA must restart this process and reissue the documents, including versions translated into the four primary languages spoken in public housing so residents can understand the documents. Upon reissue of the documents, MPHA must reopen the discussion and comment period for another 60 days. MPHA continues to violate the civil rights of non-English speakers.

2.) There needs to be audit and financial transparency on how MPHA is spending all the funding they are lobbying for as they decrease the public housing stock.

3.) Stop the high rate of evictions. MPHA has the highest rate of eviction in Minneapolis. Since the Section 18 conversions, MPHA has been displacing and evicting large families. The evictions are due to high rents and unexplained fees from the Section 18 conversions. This causes low-income families to face extreme financial hardships because they are forced to pay more than 30% of their income for rent, including fees.

<https://www.dgphc.org/2020/10/08/section-18-update-new-lease-mpha-is-forcing-residents-to-sign-has-huge-red-flags/>

4.) Reverse Section 18 and RAD. MPHA and the City of Minneapolis must pass resolutions to reverse Section 18 Demolition and Disposition and all privatization plans because they are causing evictions, increasing homelessness, and ending public housing. Here is an example of a family evicted because of Section 18 <https://www.facebook.com/DefendGlendale/posts/pfbid0HLP AHxXfkZfePrp4VUw9SDxDamY2MJ6vWLdxggrx35nqTsdYCKRSZ9vuS9sfjpsNI>

5.) MPHA and the City of Minneapolis must pass resolutions to stop CHR from separating from MPHA as a private entity without public accountability or financial transparency. Here is a chart of MPHA & the City's privatization organizational structure, <https://www.dgphc.org/2021/06/29/mpha-creates-shell-companies-to-privatize-public-housing/>.

6.) MPHA and the City of Minneapolis must pass resolutions to expand public housing, also known as Section 9, to keep public housing public, and to build Section 9 housing on public lots to address long waiting lists. Instead of MPHA using their MTW status of deregulations to end public housing, they are also allowed to increase Section 9 if they wish. MPHA and the city can build more public housing units to address the homelessness crisis for poor families. The MTW 2024 Strategic Plan highlights a Memorandum of Understanding (MOU) between the city and MPHA that “expresses [their] shared commitment to investing in public housing, long-term public control, and protecting the rights of every resident.” But, Section 8 and Section 18 place management or ownership (and therefore control) of public housing into private hands. This directly opposes the memorandum and prevents MPHA from protecting the rights of MPHA residents and maintaining affordability based on residents' actual income of 30% for rent.

7.) The City of Minneapolis and MPHA must pass historic designation for Glendale Townhomes. This is long overdue. On March 2020, Minneapolis Heritage Preservation Commission voted and approved the local historic designation for Glendale Townhomes. But Ward 2 office along with the Chair and Council Members of the Business, Inspections, Housing & Zoning Committee did not approve Glendale Townhomes historic resolution and tabled it indefinitely. Why? Here is the call to action from Glendale residents that was again ignored, <https://www.dgphc.org/2021/06/22/call-to-action-call-city-officials-and-tell-them-to-vote-yes-on-glendales-historic-designation/>. They will not be disrespected by the City Council and Mayor Frey.

8.) The Levy must be used to fund truly public housing, as a public good, in perpetuity. It cannot be used to further privatization through Section 18, RAD, or any other means. While more money to MPHA should mean more money invested in public housing, MPHA's approach to housing renovation over the last decade suggests otherwise. We doubt that the \$5 million they will receive yearly will be used to make repairs because MPHA has failed to use the previous funds they received from HUD, which increased their repair budget by 45%, for repairs. As MPHA reduces the public housing stock yearly, they continue to lobby for more funds than ever, and the repairs still need to be significantly improved. MPHA used RAD to privatize the Elliot Twins high-rises in 2018 and sold the two buildings to the Royal Bank of Canada. MPHA transferred ownership of all 736 scattered site single-family homes to its nonprofit, Community Housing Resources (CHR). Instead of selling the houses to the families living there, MPHA sold the homes to CHR for \$1 each. Through Section 18, residents have reported increased rents and fees, confusing leases, and evictions. Residents also said they were pressured to move out by MPHA and were offered Section 8 Housing Choice Vouchers to look for other housing in the market. Section 8 is a subsidy for private landlords and non-profit corporations to rent to low-income families, but nothing stops the landlord from increasing rents.

MPHA and the City must answer the following questions.

- a. Why didn't the City pass a tax levy years ago, before privatizing Section 9 Public Housing through Section 18 or RAD?
- b. How will MPHA spend the levy?
- c. Is there a legally binding document between the City of Minneapolis and MPHA that outlines the needed repairs the levy will address?
- d. What is the scope of services?
- e. What properties will receive the repairs?
- f. Why won't the progressive city council members pass a resolution to stop RAD and Section 18 privatization since it is so easy to pass a levy?

Addition:

Sincerely,

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.

Lobbying Disclosures

form HUD 50071

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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 ensuring 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.

MPHA Planned Capital Expenditures (2024)

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 remains 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 70 years old. MPHA completed its comprehensive physical needs assessment process (PNA) in 2019/2020, which was conducted by a 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 6.5%, 3-4% higher than historically applied. Further, the construction industry continues to struggle with material and labor shortages, which has made addressing our capital needs increasingly difficult.

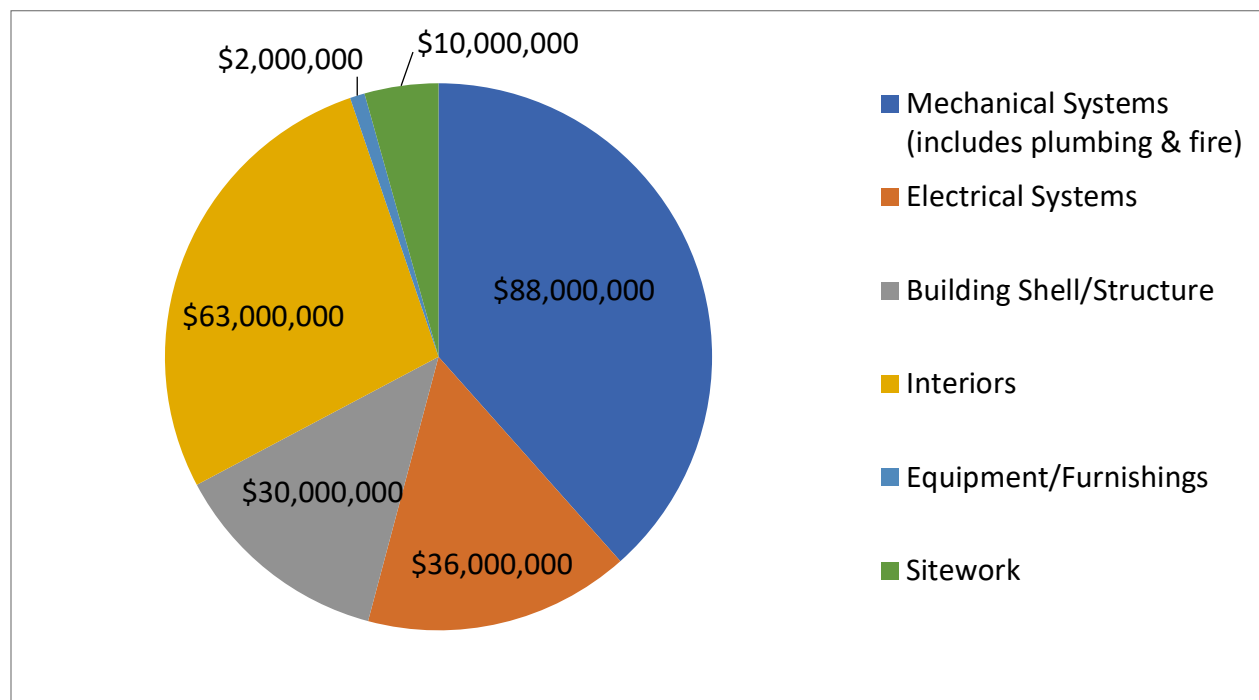
At the time of this publication, MPHA’s physical-needs data indicates it has a current unmet need of approximately \$229 million that will grow to over \$665 million over the next 20 years. These figures do not take into account applied capital funding, as it is difficult to predict future funding levels and availability. Additionally, these numbers do not include property enhancements or betterments, improvements that have more significant impacts on livability and quality of life for our residents. This estimate of unmet need simply 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, but not limited to:

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 within 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. In 2020, MPHA made the goal of retrofitting all high-rise properties with this critical life-safety system by 2025. MPHA has made significant progress toward achieving this goal with the aid of \$3.35M in City of Minneapolis funds, \$2.4M in State of Minnesota resources, and a \$2M direct federal appropriation via HUD's Community Project Funding Grant Program. At the time of this publication, MPHA had recently awarded contracts for its final nine high-rise installations which we intend to complete in 2024. 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.

FY2024 Significant Capital Expenditures By Development

MPHA bases its capital activities on an expected Capital Fund Program (CFP) allocation of \$20 million for 2024, as well as previously secured resources to support our work including City of Minneapolis funds and a \$2M direct federal appropriation for fire suppression installations.

Capital activities that were initiated under previous funding cycles, but not fully completed in prior years, will carry over and experience expenditures in 2024. Additionally, a portion of the activities slated for 2024's \$20 million CFP budget will not be fully expended in 2024 and will carry into 2025. MPHA has estimated approximately \$31.5 million in capital expenditures for FY2024 targeting specific projects in six of its seven Asset Management Projects (AMPs).

AMP	PROJ	ADDRESS	WORK ITEMS	BUDGET	2024 EXPENDITURES
N/A	N/A	N/A	Administration	\$2,007,500	\$2,007,500
N/A	N/A	N/A	Audit fee	\$10,000	\$10,000
DEVELOPMENT INITIATIVES					
N/A	N/A	Family Housing Expansion Project	Construction of 84 new PBV units	\$12,800,000	\$1,300,000
TBD	TBD	Highrise Preservation & New Unit Production	Pre-development & potential acquisition	\$3,200,000	\$3,035,000
N/A	N/A	5656 Blaisdell Avenue South	Redevelopment/construction of 3-unit development	\$1,600,000	\$1,270,000
N/A	N/A	4516 Portland Avenue South	Redevelopment/construction of 2-unit development	\$1,000,000	\$800,000
N/A	N/A	30-Unit Scattered Site Infill Project	Pre-development	\$100,000	\$100,000
1	1	Glendale Townhomes	Pre-development	\$100,000	\$100,000
CAPITAL IMPROVEMENTS					
1	1	Glendale Townhomes	Partial siding and roofing replacement, parking lot/paving repairs	\$1,000,000	\$500,000
N/A	29	1015 North 4th Street	Generator upgrades	\$300,000	\$150,000
3	3	800 5th Avenue North	Façade repairs	\$1,600,000	\$1,000,000
3	3	800 5th Avenue North	Window replacement	\$1,100,000	\$1,000,000
3	3	800 5th Avenue North	Ventilation/cooling system upgrades	\$800,000	\$400,000
3	3	800 5th Avenue North	Main electrical switch gear & generator replacement	\$100,000	\$100,000
3	20.4	2415 North 3rd Street	Entry guard system replacement	\$220,000	\$45,000
3	20.4	2415 North 3rd Street	Fire suppression system installation	\$770,000	\$300,000
3	20.5	3116 Oliver Avenue North	Elevator modernization	\$225,000	\$210,000
3	20.5	3116 Oliver Avenue North	Fire suppression system installation	\$335,000	\$135,000
3	20.5	3116 Oliver Avenue North	Main electrical switch gear replacement	\$100,000	\$100,000
3	25	600 18th Avenue North	Elevator modernization	\$750,000	\$725,000
3	26	1710 Plymouth Avenue	Main electrical switch gear replacement	\$280,000	\$55,000
3	26	1710 Plymouth Avenue	Fire suppression system installation	\$1,050,000	\$1,000,000
3	26	1710 Plymouth Avenue	Elevator modernization	\$400,000	\$100,000
3	37	1314 44th Avenue North	Elevator modernization	\$575,000	\$550,000
3	37	1314 44th Avenue North	Window replacement	\$100,000	\$100,000
3	42	314 Hennepin Avenue	Façade repairs	\$1,120,000	\$720,000
3	42	314 Hennepin Avenue	Main electrical switch gear & generator replacement	\$2,000,000	\$1,900,000
3	50	350 Van White Memorial Blvd	Exterior façade/balcony repairs, parking lot replacement	\$500,000	\$500,000
4	15.4	710 2nd Street NE	Main electrical switch gear replacement	\$110,000	\$25,000
4	15.4	710 2nd Street NE	Fire suppression system installation	\$500,000	\$400,000
4	15.5	616 Washington Avenue NE	Fire suppression system installation	\$500,000	\$400,000
4	15.5	616 Washington Avenue NE	Elevator modernization	\$225,000	\$200,000
4	21.5	1900 3rd Street NE	Fire suppression system installation	\$410,000	\$110,000
4	21.6	809 Spring Street NE	Fire suppression system installation	\$375,000	\$95,000
4	21.6	809 Spring Street NE	Elevator modernization	\$225,000	\$50,000
4	32	1717 Washington Street NE	Main electrical switch gear & generator replacement	\$100,000	\$100,000
4	32	1717 Washington Street NE	Window replacement	\$100,000	\$100,000
5	9	Hiawatha Towers	Main electrical switch gear replacement	\$1,200,000	\$1,100,000
5	9	Hiawatha Towers	Façade repairs	\$1,500,000	\$500,000
5	18.5	2533 1st Avenue South	Main electrical switch gear & generator replacement	\$100,000	\$100,000
5	19	1920 4th Avenue South	Main electrical switch gear & generator replacement	\$930,000	\$185,000
5	24	1707 3rd Avenue South	Façade repairs & window replacement	\$2,600,000	\$1,300,000
5	24	1707 3rd Avenue South	Ventilation/cooling system upgrades	\$1,700,000	\$500,000
5	34	Fifth Avenue Towers	Apartment entry door replacement	\$415,000	\$15,000
6	6	1611 South 6th Street	Façade restoration & window replacement (phase III of III)	\$2,900,000	\$150,000
6	6	Cedars Lowrises	Corridor floor tile abatement & replacement	\$600,000	\$550,000
6	16	1515 Park Avenue South	Main electrical switch gear & generator replacement	\$1,160,000	\$235,000
6	16	1515 Park Avenue South	Fire alarm panel replacement	\$560,000	\$280,000
6	16	1515 Park Avenue South	Roof replacement	\$500,000	\$450,000
7	14	1415 East 22nd Street	Roof replacement	\$880,000	\$135,000
7	14	1415 East 22nd Street	Façade repairs	\$630,000	\$125,000
7	17	2728 East Franklin Avenue	Roof replacement	\$500,000	\$450,000
7	18.4	3755 Snelling Avenue	Fire suppression system installation	\$355,000	\$90,000
7	22	3205 East 37th Street	Fire suppression system installation	\$355,000	\$90,000
7	36	2121 Minnehaha Avenue	Façade repairs	\$400,000	\$160,000
7	36	2121 Minnehaha Avenue	Window replacement	\$1,935,000	\$1,835,000
AW	AW	Multiple highrises	2023 priority security cameras	\$550,000	\$500,000
AW	AW	Multiple highrises	2024 priority security cameras	\$750,000	\$250,000
AW	AW	Multiple highrises	2023 HVAC equipment replacements	\$480,000	\$360,000
AW	AW	Multiple highrises	2024 HVAC equipment replacements	\$500,000	\$500,000
AW	AW	Multiple highrises	2024 Electrical subpanel replacements	\$500,000	\$500,000
AW	AW	Multiple highrises	Entry guard system upgrade & replacement	\$675,000	\$200,000
AW	AW	Multiple highrises	Physical needs assessment - highrise envelopes & MEP systems	\$250,000	\$250,000
AW	AW	All facilities	Card access system replacement	\$2,000,000	\$500,000
AW	AW	Contingency	TBD	\$1,000,000	\$500,000
TOTAL					\$31,502,500

This plan and projected spending are subject to change as the agency goes through its annual budgeting process for 2024 including budget approval by the MPHA Board of Commissioners. MPHA also continues to pursue additional, non-federal resources to support its work, including state and other local funding; the plan and expenditures may also be impacted if additional resources are made available in 2023/24. Additionally, capital activities and expenditures are based on these assumptions:

- Final formula amounts at the 2023 levels and receipt of grant by the end of March 2024;
- 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 2024-2028, in today's dollars. The table includes amounts needed to address today's needs (those identified for 2023) within the 2024 numbers.

Minneapolis Public Housing Authority 2024 Five-Year Schedule of Capital Needs

FY24	FY25	FY26	FY27	FY28
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AMP 1 - Rowhouses

AMP	Project	Address	Bldgs	Units					
1	1	Glendale	28	184	21,387,128	116,138	60,162	494,069	147,185
Total AMP 1			28	184	21,387,128	116,138	60,162	494,069	147,185

AMP 2 - Scattered Site/Single Family

AMP	Project	Address	Bldgs	Units					
2	Various	Various		30	855,410	710,181	74,230	44,692	196,490
Total AMP 2			0	30	855,410	710,181	74,230	44,692	196,490

AMP 3 - North

AMP	Project	Address	Bldgs	Units					
3	3	800 North Fifth Ave	1	66	2,199,039	136,111	398,161	0	211,466
3	20.4	2415 North Third Street	1	62	4,892,999	56,717	90,662	350,520	237,060
3	20.5	3116 North Oliver Ave	1	31	1,599,403	233,778	45,242	350,484	80,152
3	23	315 North Lowry Ave	1	193	7,987,758	2,879,956	0	80,252	0
3	25	600 North 18th Ave	1	239	13,960,894	300,552	1,275,944	0	502,271
3	26	1710 North Plymouth Ave	1	84	9,133,231	96,395	628,149	112,213	130,563
3	28	901 North 4th Ave	1	48	345,561	0	233,734	0	0
3	37	1314 North 44th Ave	1	220	8,405,196	2,021,430	84,949	142,205	40,076
3	42	314 Hennepin Ave	1	299	15,829,238	612,418	787,656	0	0
3	50	350 Van White Memorial Blvd	1	102	2,402,875	1,992,419	541,366	890,000	40,600
Total AMP 3			10	1,344	66,756,194	8,329,776	4,085,863	1,925,674	1,242,188

AMP 4 - Northeast

AMP	Project	Address	Bldgs	Units					
4	10	311 NE University Ave	1	49	1,491,487	88,520	725,031	20,038	0
4	15.4	710 NE Second Street	1	35	2,681,511	12,219	87,519	0	0
4	15.5	616 NE Washington Ave	1	35	2,446,179	129,827	171,139	0	40,357
4	21.4	1206 NE Second Street	1	57	2,237,305	291,212	429,666	87,402	217,348
4	21.5	1900 NE Third Street	1	32	2,427,170	413,827	567,923	0	207,060
4	21.6	809 NE Spring Street	1	32	2,586,552	116,909	1,049,144	342,244	0
4	32	1717 NE Washington Street	1	182	9,196,285	1,269,110	2,828,657	33,397	931,529
4	33	828 NE Spring Street	1	189	5,511,379	657,666	3,688,552	0	158,969
4	35	1815 NE Central Ave	1	333	12,698,550	40,076	2,852,310	0	45,172
Total AMP 4			9	944	41,276,418	3,019,366	12,399,941	483,081	1,600,435

Minneapolis Public Housing Authority
2024 Five-Year Schedule of Capital Needs

FY24	FY25	FY26	FY27	FY28
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AMP 5 - Hiawatha

AMP 5	Project	Address	Bldgs	Units					
5	9	Hiawatha Towers	3	281	13,801,995	2,657,031	1,483,707	2,015,746	0
5	18.5	2533 South First Ave	1	42	1,829,024	44,133	476,184	81,461	59,094
5	19	1920 South Fourth Ave	1	110	3,540,591	80,152	566,044	66,794	0
5	24	1707 South Third Street	1	199	3,485,355	568,582	265,610	661,075	0
5	34	2419/33 South Fifth Ave	2	254	8,725,804	1,262,335	2,095,633	203,113	25,675
Total AMP 5			8	886	31,382,769	4,612,233	4,887,178	3,028,189	84,769

AMP 6 - Cedars

AMP 6	Project	Address	Bldgs	Units					
6	6 & 30	Cedars Community	4	539	17,776,824	256,120	2,260,216	993,767	1,229,584
6	16	1515 South Park Ave	1	182	7,446,336	430,443	0	282,327	0
Total AMP 6			5	721	25,223,160	686,563	2,260,216	1,276,094	1,229,584

AMP 7 - Horn

AMP 7	Project	Address	Bldgs	Units					
7	14	1415 East 22nd Street	1	129	4,615,329	938,391	79,503	624,737	0
7	17	2728 East Franklin Ave	1	151	3,684,424	27,627	104,524	0	100,858
7	18.4	3755 South Snelling Ave	1	28	2,281,166	10,997	34,725	0	49,016
7	22	3205 East 37th Street	1	28	1,675,775	3,666	0	135,076	137,096
7	31	Horn Towers	3	491	30,441,438	177,178	612,176	288,659	217,747
7	36	2121 South Minnehaha Ave	1	110	4,892,999	56,717	90,662	350,520	237,060
Total AMP 7			8	937	47,591,131	1,214,576	921,590	1,398,992	741,777

Management, Maintenance, and Other Facilities

Project	Location	Bldgs	Units						
N/A	Elliot Twins	2	184	0	0	0	0	106,870	
N/A	Scattered Sites		722	36,362,550	20,366,687	3,627,408	2,761,947	1,620,329	
29	1015 North Fourth Ave	1		849,195	319,811	195,617	0	0	
93	1301 Bryant Maintenance Off.	1		1,536,993	71,028	248,233	161,972	98,545	
96	1001 Washington Main Office	1		4,700,001	0	0	0	340,648	
Total MM&O			5	906	43,448,739	20,757,526	4,071,258	2,923,919	2,166,392
GRAND TOTAL					5,952	277,920,949	39,446,359	28,760,438	11,574,710

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 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 preserve its long-term viability. 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 decided to re-visit its strategic vision in late 2022. The updated, Board-adopted plan describes MPHA's five-year

vision to preserve and expand our public housing portfolio, while elevating the individuals and families we serve today and tomorrow. Our approach focuses on these priorities:

- Serve the people of our community;
- Preserve housing opportunities by investing in system upgrades & maintenance;
- Produce additional units where appropriate; and,
- Partner to ensure our work is contributing to long-term impact for our community.

As we've completed construction at the Elliot Twins and will soon complete the 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 1920 Fourth Avenue South, 809 & 828 Spring Street NE, and the properties that comprise the Heritage Park AMP, a mixed income development. These will be further explored through the remainder of 2023 and into 2024.

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. MPHA will also look to the latest RAD Supplemental Notice 4B to determine how we can maximize this tool for our portfolio preservation efforts.

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.

Faircloth to RAD

Faircloth to RAD (FTR) is a new HUD initiative that authorizes Housing Authorities to create additional affordable housing in their communities. MPHA, under HUD's Faircloth limit, could develop additional housing units over its current stock and receive additional subsidy through RAD conversion. MPHA expanded its total Faircloth Authority through the disposition of its Scattered Sites portfolio through Section 18 and conveying these units to MPHA's non-profit affiliate Community Housing Resources (CHR). The additional opportunity to create more housing units throughout Minneapolis is now possible, with MPHA's total Faircloth Authority now at 892 units. MPHA is considering "piloting" this program at two family housing redevelopment sites, where we have two existing single-family homes that we intend to replace with two and three-unit developments. This pilot could help inform how MPHA could utilize this program for its own future development initiatives and/or how we may partner with other affordable housing providers to accomplish new unit creation goals.

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 capital and 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. The City of Minneapolis also provided over \$5M in soft sources to help close the financing gap on its Family Housing Expansion Project, now well underway and slated for completion in late 2023/early 2024. 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 2024, MPHA will continue pursuing local and other resources – such as a city tax levy and resources made available via the State's 2023 housing bill – 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 also secured LIHTC financing for the construction of 84 new units of family housing which closed in late 2022. MPHA is utilizing modular construction technology for this innovative housing project that will begin leasing up in fall 2023.

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> 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	16,363,821	11,038,258
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.

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⁴ RHF funds shall be included here.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final 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	16,363,821	11,038,258
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 7/31/23		Signature of Public Housing Director 	
				Date	

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> 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	16,546,467	0
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

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:)
 ☐ Final Performance and Evaluation Report

☒ Performance and Evaluation Report for Period Ending: 12/31/2022

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				
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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 7/31/23	Signature of Public Housing Director 	Date
---	----------------------------	---	---------------------

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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

[illegible]

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Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> 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	20,074,078	20,074,078	0	0
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final 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)	20,074,078	20,074,078	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 7/31/23		Signature of Public Housing Director 	
				Date 	

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 06/30/2017

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250124 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2024 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:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> 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	20,074,078	20,074,078	0	0
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250124 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2024 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:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final 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				
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Signature of Executive Director 		Date 7/31/23		Signature of Public Housing Director 	
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PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250124 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	Federal FFY of Grant: Est. 2024
--	--	--

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> 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				
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12	1470 Non-dwelling Structures				
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14	1485 Demolition				
15	1492 Moving to Work Demonstration	16,363,821	16,363,821	16,363,821	11,038,258
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
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18a	1501 Collateralization or Debt Service paid by the PHA				
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25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director _____		Date _____		Signature of Public Housing Director _____	
				Date _____	

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Annual Statement/Performance and Evaluation Report
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U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
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 Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
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1	Total non-CFP Funds				
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7	1430 Fees and Costs				
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16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
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Expires 06/30/2017

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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
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Signature of Executive Director _____ Date _____		Signature of Public Housing Director _____ Date _____			

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Office of Public and Indian Housing
OMB No. 2577-0226
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[illegible]

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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U.S. Department of Housing and Urban Development
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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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
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16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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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 <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final 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				
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Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

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Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Minneapolis Public Housing Authority					Federal FFY of Grant: Est. 2023
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	
	02/16/2025		02/16/2027		

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250124 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: Est. 2024 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:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
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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	20,074,078	20,074,078	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.

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 06/30/2017

Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: Estimated MN46P00250124 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: Est. 2024 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:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2022 <input type="checkbox"/> Final 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)	20,074,078	20,074,078	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	
				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.

²To 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. 2024	
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	

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.



September 27, 2023

Agenda Item

REPORT TO THE COMMISSIONERS

FROM: Abdi Warsame, Executive Director

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 2024 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.

Commented [RA1]: This doesn't match the language from MTW, where we reference the first time the board approved such a document...has same language in resolution

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:

Summary of Proposed Changes to the Statement of Policies for 2024

Part 1, Definitions:

- **Adjusted Income:** Updates the definition as required by HUD
 - Increases the Elderly/Disabled Deduction to \$525
 - Increases the Medical Deduction Threshold to 10% of Annual Income
- **Annual Income:** HUD required changes to included/excluded income
- **Assets:** Excluded income from Assets Valued at less than \$50,000
- **Earned Income:** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
- **Net Family Assets:** Updates the list of what would not be counted as an asset for the purpose of calculating rent.

- **Over Income:** Changes the Over Income Threshold set by HUD at 120% of the Area Median Income.

Part 2, Requirements for Admission

- **Eligibility:** limits Assets to \$100,000

Part 4, Preferences

- Removes preferences for both Highrise and Family units. For Highrise units Preferences for Elderly, Near Elderly and Disabled along with the State required preference for veterans remain. All other preferences were removed. Applicants will be served based on the remaining preferences and date and time of the application. For Family Units, the only preference is the State Required veterans preference, otherwise applicants will be housed based on date and time of application.

Part 10, Reexamination of Tenant Eligibility and Rent Adjustments

- **Rent Adjustments:** 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 non-earned income of 10% or more per month for non-earned income If a Tenant Family has reported a decrease in earned income that resulted in a rent reduction, MPHA will then take into account a subsequent increase in earned income.

Part 11, Lease Terminations:

- An over income family may continue to reside in a Public Housing property for 24 months; at which time MPHA will terminate the lease. Once the lease termination is mailed to the Tenant Family, the Tenant Family must vacate the Unit, within 6 months, whether or not there is a loss of income.

Part 18, Rent Collection Policy: C. Retro rent repayment agreement:

- 2) MPHA will offer a repayment agreement if the amount of Retro Rent is \$5000 or less. In order to qualify for a repayment agreement when the Retro Rent amount over \$5000, but less than \$10,000, the Tenant must pay the amount due above the \$5000 threshold within 60 days of receiving notice of the balance. If Tenant does so, MPHA will offer a repayment agreement for the remainder of the balance, up to \$5000. If the Retro Rent amount exceeds \$5000 and is due in part or in total to Tenant's conduct, and the Tenant does not pay the amount over \$5000 within 60 days of receiving the notice, MPHA will not offer a repayment agreement and can terminate the lease. 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 \$10,000 or more and is due in part or in total to If Tenant's conduct, MPHA will terminate the lease for cause regardless of whether the Retro Rent is paid

Part 22, Violence Against Woman Act

- Updates were made to this part in accordance with changes to the law.

Appendix A: Maximum Income Limits for Admissions

- Income Limits were updated and will change as amended by HUD

Appendix G. Schedule of Security Deposits:

Glendale Units

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
\$150.00	\$150.00 250	\$200.00 400.	\$250.00 500.

Family Housing Units (Non-Glendale)

Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
\$300.00 500	\$350.00 550.	\$400.00 600.	\$400.00 650.	\$400.00 700.

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 in our 30 day comment period. 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 2024 changes prior to the Board of Commissioners retreat session. 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@mpslopha.org.

RESOLUTION No.

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, 2024.



LOW-INCOME PUBLIC HOUSING STATEMENT OF POLICIES

20234

Approved by the MPHA Board of Commissioners: November 16, 2022

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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 online via the HUD portal: https://portal.hud.gov/hudportal/HUD?src=program_offices/fair_housing_equal_opp/online-complaint.
5. The filing of a complaint with MPHA does not prevent the subsequent filing of a complaint with another government agency.

I. DEFINITIONS

1. **ADJUSTED INCOME:** Annual Income of Tenant Family less the following deductions, determined in accordance with HUD regulations (24 CFR §5.609~~11~~):
 - A. \$480 for each Dependent; ~~(Refer to definition)~~ or amount as determined by HUD;
 - B. ~~\$400 for any Elderly or Disabled; (Refer to definition)~~ 525 or the amount as determined by HUD;
 - C. The sum of the following, to the extent the sum exceeds ~~three-ten~~ percent of annual income (hardship provisions available for until December 31, 2025):
 - 1) Unreimbursed medical expenses of any elderly family or disabled family;
 - 2) 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):**
 - A. Annual income includes, with respect to the family ~~Annual income means all amounts monetary or not, which:~~
 - (1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
 - (2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

B. Annual income does not include the following:

(1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse,

the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from—

(1) The Federal government;

(2) A State, Tribe, or local government;

(3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

(4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;

(2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)(i) Amounts received by a person with a disability 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);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as

resident 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 during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) 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.

(14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) 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.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the **Federal Register** to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) 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 in Internal Revenue Service regulations; and

(ii) 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 assets invested in the operation by the family.

A. —

- 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.
- 4) 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 MPHA believes that past income is the best available indicator of expected future income, 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:

- 1) The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- 2) 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:~~
 - ~~a) Any welfare benefits received by any family member.~~
 - ~~b) 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;~~
 - ~~(a) 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.~~
 - ~~(b) 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.~~

~~(c) 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.~~

~~(8) 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.~~

~~(9) 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:~~

- ~~1) 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:~~

- ~~(1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;~~
- ~~(2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;~~
- ~~(3) 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~~
- ~~i) 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, 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.~~

5.1. **APPLICANT:** The Applicant head of household and all the family members listed on the application

6.2. **ASSETS:** Where the Tenant Family has Net Family Assets [\(see below\)](#) 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 [MPHAHUD](#). 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. [HUD annually sets the Net Family Asset limit above which a Family is not eligible for Public Housing see REQUIREMENTS FOR ADMISSION.](#)

7.3. **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.

8.4. **CEILING RENT:** MPHA does not have a ceiling rent. See Rent Computation and Security Deposit Policy.

9.5. **CITIZEN:** Citizen or National of the United States.

10.6. **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.

7. **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.

8. CONSENT FORMS: The ~~assistance~~ Applicant must submit the signed consent forms to the MPHA when eligibility under a covered program is being determined. ~~Aa~~ Tenant must sign and submit consent forms at their next interim or regularly scheduled income reexamination. After all applicants or participants over the age of 18 in a family have signed and submitted a consent form once on or after January 1, 2024, family members do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances:

(i) ~~—————~~When any person 18 years or older becomes a member of the family, that family member must sign and submit a consent form; ~~or~~

(ii) When a member of the family turns 18 years of age, that family member must sign and submit a consent form.; ~~or~~

~~11.~~

~~12-9.~~ **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.

~~13-10.~~ **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.

~~14-11.~~ **DATING VIOLENCE:** See definition in the Violence Against Women Act Policy.

~~15-12.~~ **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.

~~16-13.~~ **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.

~~17-14.~~ **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.

~~18-15.~~ **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.

19-16. **DISALLOWANCE**: Exclusion from annual income.

20-17. **DISPLACED FAMILY**: Refer to definition of involuntary displacement.

21-18. **DOMESTIC VIOLENCE**: See definition in the Violence Against Women Act Policy.

22-19. **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.~~

20. **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). Although cannabis became legal under Minnesota state law effective August 1, 2023, the federal laws remain unchanged and do not permit the use, possession, distribution, or growing of cannabis on federally subsidized property.

23-21. **EARNED INCOME**: Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

24-22. **EARNED INCOME DISALLOWANCE**: See Annual Income C. 17.

25-23. **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.

~~26-24.~~ **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).

~~27-25.~~ **ELDERLY DESIGNATED BUILDING:** Is a highrise building approved by HUD and designated by MPHA as an elderly designated building.

~~28-26.~~ **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.

~~29-27.~~ **ELDERLY PERSON:** A person who is at least 62 years of age.

~~30-28.~~ **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.

~~31-29.~~ **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.

~~32-30.~~ **ESTABLISHED INCOME RANGE:** Between 85% and 115% (inclusive) of 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.

~~33-31.~~ **EXCESS MEDICAL EXPENSES:** Any medical expenses incurred by elderly families or [Disabled](#) families with ~~Dependents~~ only in excess of [the HUD determined amount of 3% of Annual Income](#) which are not reimbursable from any other source.

~~34-32.~~ **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.

~~35-33.~~ **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.

~~36-34.~~ **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. [An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475\(5\)\(H\) of the Social Security Act \(42 U.S.C. 675\(5\)\(H\)\), and is homeless or is at risk of becoming homeless at age 16 or older.](#)

- 37-35. 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 and Family Housing Expansion 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.
- 38-36. 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.
- 39-37. 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.
- 40-38. 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.
- 41-39. 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.
- 42-40. 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.
- 43-41. 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.
- 44-42. GENERAL OCCUPANCY BUILDING:** Is a highrise building that is not an Elderly Designated Building.
- 45-43. HANDICAPPED ASSISTANCE EXPENSES:** Refer to Definition for Disability Assistance Expenses.
- 46-44. HANDICAPPED PERSON:** Refer to definition of Disabled Person.
- 47-45. 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.

- 48-46. 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 principal residence.
- 49-47. HIGHRISE BUILDING:** Is a Non-Family Housing Unit that has four or more stories.
- 50-48. HUD:** The United States Department of Housing and Urban Development.
- 51-49. 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.
- 52-50. 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.
- 53-51. 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.
- 54-52. INCOME BASED RENT:** Rent amount based on the family's Annual Income and Adjusted Income, as determined by MPHA's SOP and procedures.
- 55-53. INCOME TARGETING:** At least 40 percent of admissions to the public housing program in each fiscal year must be extremely low-income families.
- 56-54. INDIVIDUAL EXEMPT FROM COMMUNITY SERVICE:**
- A. A family member who is 62 years of age or older.
 - B. 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.
 - C. A family member who is the primary care giver for someone who is blind or disabled as set forth in paragraph 2 above.
 - D. A family member who is engaged in work activity.
 - E. 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.
- 57-55. 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.

58.56. 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.
- D. 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.
- E. 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.
- F. 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.
- G. **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.

- H. **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.

- I. **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.
- J. **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.

~~59-57.~~ **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.

~~60-58.~~ **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.

~~61-59.~~ **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.

~~62-60.~~ **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.

~~63-61.~~ **MEMBERS OF THE HOUSEHOLD**: Persons listed in the lease or subsequent lease addendum.

~~64-62.~~ **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 determined by HUD.~~

~~65-63.~~ **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.

~~66-64.~~ **MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP)**: Minnesota welfare reform program previously known as AFDC.

~~67-65.~~ **MINIMUM RENT**: Is Rent not based upon income and is \$75 per month.

~~68-66.~~ **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.

~~69-67.~~ **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.

~~70-68.~~ **MONTHLY ADJUSTED INCOME**: Monthly Adjusted Income is one-twelfth of Adjusted Annual Income.

~~71-69.~~ **MONTHLY INCOME**: Monthly Income is one-twelfth of Annual Income.

~~72-70.~~ **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.

~~73-71.~~ **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.

~~74-72.~~ **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.

~~75-73.~~ **NATIONAL:** A person who owes permanent allegiance to the United States as a result of birth in a United States territory or possession.

~~76-74.~~ **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.

~~75.~~ **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:-

(i) The value of necessary items of personal property;

(ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);

(iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;

(iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;

(v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;

(vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government.

(vii) Interests in Indian trust land;

(viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982;

(ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982;

(x) Family Self-Sufficiency Accounts; and

(xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

~~77. —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.~~

~~78-76.~~ **NONCITIZEN:** A person who is neither a citizen nor national of the United States.

~~79-77.~~ **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, parking lots 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.

~~80-78.~~ **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.

- 81-79. OCCUPANCY STANDARDS:** The standards that MPHA has established for determining the appropriate number of bedrooms needed to house families of different sizes or compositions.
- 82-80. OVER HOUSED:** When the number of Members of the Household is less than the Occupancy Limit.
- 83-81. OVER INCOME:** A Tenant Family is Over Income if their Annual Income exceeds ~~80~~**120**% of the area median income as published by HUD. ~~See Occupancy Standards and Lease Add-Ons. An over income family may continue to reside in a Public Housing property for 24 months; at which time MPHA will terminate the lease. Once the lease termination is mailed to the Tenant Family, the Tenant Family must vacate the Unit within 6 months, whether or not there is a loss of income.~~
- 84-82. PARTICIPANT:** A family or individual that is assisted by MPHA.
- 85-83. 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 determined by HUD.~~
- 86-84. 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.
- 87-85. 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.
- 86. 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.
- 88-87. REAL PROPERTY:** ~~As provided in Minnesota State law.~~
- 89-88. RENT:** Includes Flat Rent, Income Based Rent, Minimum Rent, Monthly Rent, Retroactive Rent, and any Rent owing on a Formal Repayment Agreement.
- 90-89. 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.
- 91-90. SELF-SUFFICIENCY INCENTIVES:**
- A. The incremental earnings due to employment during a 24-month period following the date of the initial hire, for families:
 - 1) Whose income increases as a result of employment of a family member who was previously unemployed for one or more years;
 - 2) Whose income increases during participation of a family member in any economic self-sufficiency or other job training program;

- 3) 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%.

92-91. 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.

93-92. 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.

94-93. SEXUAL ASSAULT: See definition in Violence Against Women Act Policy.

95-94. 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.

96-95. 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.

97-96. 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.

98-97. 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.

99-98. 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:
 - 1) at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2) 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

- 3) because a family member has not complied with other welfare agency requirements.

~~100-99.~~ **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.

~~101-100.~~ **STALKING:** See definition in Violence Against Women Act Policy.

~~102-101.~~ **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:

Lacks a fixed, regular, and adequate nighttime residence; and also has a primary nighttime residence that is:

 - 1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing;
 - 2) an institution providing temporary residence for persons intended to be institutionalized;
 - 3) a public or private place not designed for or intended for use as sleeping accommodations for human beings;

- 4) 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.~~~~102.~~ **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.~~~~103.~~ **TEMPORARY EARNED INCOME:** Income from a Temporary Employment Agency or of limited term employment will be annualized.

~~105.~~~~104.~~ **TEMPORARY CHANGE OF INCOME:** A change in income that will not be longer than 30 days duration and is nonrecurring.

~~106.~~~~105.~~ **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.~~~~106.~~ **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.~~~~107.~~ **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.~~~~108.~~ **UNDER HOUSED:** When the number of Members of the Household is greater than the Occupancy Limit. See Occupancy Standards and Lease Add-Ons.

~~110.~~~~109.~~ **UNIT or DWELLING UNIT:** Living unit and any area assigned for the Tenant's exclusive use.

~~111.~~~~110.~~ **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.~~~~111.~~ **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.~~~~112.~~ **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.~~~~113.~~ **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.

115.114. **VIOLENCE AGAINST WOMEN ACT (VAWA):** A federal law ~~enacted on March 7, 2013~~reauthorized on March 15, 2022, which ~~amended~~amends 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.

115.115. **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.)

II. REQUIREMENTS FOR ADMISSION

1. 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.

- A. 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.
- B. "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:

- 1) 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;
- 2) have Annual Income as defined in Part I at or below program guidelines listed in Appendix A;
- 3) 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 an SSN.

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

- a) An original SSN card issued by the Social Security Administration (SSA);
- b) an original SSA-issued document which contains the name and SSN of the individual; or
- c) 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.

4) 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.

5) Not have:

(i) net assets (as defined in § 5.603) exceeding \$100,000, or the limit as adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or

(ii) a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:

(A) Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;

(B) Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;

(C) Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or

(D) Any family that is offering such property for sale.

(2) A property will be considered "suitable for occupancy" under paragraph (a)(1)(ii) of this section unless the family demonstrates that it:

(i) Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);

(ii) Is not sufficient for the size of the family;

(iii) Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);

(iv) Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or

(v) Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

4)

3. MPHA requires:

- A. That each applicant family member who is 18 years or older sign consent authorization documents and release of information forms; and
- B. 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.
- C. For each applicant family member under 18 provide:
 - 1) A birth certificate indicating that the minor is a biological child of the Head of Household;
 - 2) legal proof of adoption;
 - 3) a court order;
 - 4) a delegation of powers under Minn. Stat. 524.5-211;
 - 5) Written permission of the parent or other person having custody of the child; or
 - 6) 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.

- A. 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.

- B. **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 all criminal history procedures.
- C. Prior to admission, MPHA will verify and document whether the applicant family is not likely to:
- 1) 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;
 - 2) Adversely affect the physical environment or financial stability of the project;
 - 3) Violate the terms and conditions of the lease; or
 - 4) 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.
- 1) Failure to pay financial obligations, especially Rent and utilities;
 - 2) 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;
 - 3) 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;
 - 4) 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;
 - 5) Current or past involvement in drug-related criminal activity, pursuant to Appendix H, Applicant Screening Criteria Guidelines. MPHA is a Drug Free [Public Housing](#) Zone. Refer to definition in Part I;
 - 6) Fraud in connection with any Federal housing assistance program;
 - 7) 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;

- 8) 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.
- 9) 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.
- 10) Any material misrepresentation relevant to the application process discovered at any time prior to signing the lease;
- 11) Failure to cooperate with MPHA in completing the application process;
- 12) Failure to provide written, accurate, current, objective, and verifiable information regarding income, assets, family composition, childcare, alcohol abuse, illegal drug use or criminal activity;
- 13) Failure to supply requested documents or fingerprints as required by the application process;
- ~~14) Any conviction for manufacturing or producing methamphetamine (speed) is cause for a lifetime denial and will not be eligible for an Informal Hearing;~~
- ~~15) Lifetime registration under a state sex offender registration program is cause for a lifetime denial and will not be eligible for an Informal Hearing;~~
- ~~16)~~14) Threatening, abusive or violent conduct towards an MPHA employee, applicant, or Tenant;
- ~~17)~~15) Currently or previously being trespassed from any MPHA property for the last three years;
- ~~18)~~16) 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.
- ~~19)~~17) Having an active bench warrant.
- ~~20)~~18) Except for #13 and #14, an arrest or conviction is not required.

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

- 1) MPHA must deny admission if MPHA determines that any household member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing or is subject to a lifetime registration under a state sex offender registration program. Denial of admission for either of these reasons is not eligible for an Informal Hearing.
- ~~1)~~2) 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.

- 2)3) 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.
- 3)4) 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.
- 4)5) Applicant owes MPHA money, except upon documentation that the debt is barred by the applicable statute of limitations or was previously discharged in bankruptcy.
- 5)6) 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.
- 6)7) 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.
- 7)8) If MPHA has denied admission to an applicant, the applicant may not re-apply for six months from the date of the denial letter.
- 8)9) 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:

- 1) Written documentation of the successful completion of a drug or alcohol rehabilitation program and six months of successful residential history after rehabilitation.

- 2) 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.
- 3) 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:
 - 1) Eligibility of the applicant as a family;
 - 2) Eligibility of the applicant with respect to income limits for admission;
 - 3) Eligibility of the applicant and family members who are at least six years of age with respect to documenting Social Security Numbers;
 - 4) Qualification of the applicant with respect to the Tenant Selection Criteria located in Requirements for Admission; and
 - 5) 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.

- D. **Informal hearing:** An applicant who was denied housing may ask for an informal hearing.

- 1) 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.
 - 4) 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) 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.
 - 8) 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.
 - 9) 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.
 - 10) 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.

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.
2. 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 taxicab 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:

- 1) using the 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:
 - A. Age of family members, or student status when necessary to support claimed deductions.
 - B. Preference status.
 - C. 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.

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:
 - A. The Applicant is Elderly or at least 62 years old (40 points);
 - B. The Applicant is Near Elderly or between ages of 50 and 61 years old (35 points);
 - C. The Applicant is disabled (30 points);
 - ~~D. 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);~~
 - ~~E. The applicant is actively participating in an Economic Self Sufficiency Program (5 points);~~
 - ~~F.D.~~ 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 may qualify for the preference below:~~must have one of the preferences listed below to be placed on the waiting list:~~
 - ~~A. 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;~~
 - ~~B. The applicant is paying more than 50% of their income towards Rent and utilities;~~
 - ~~C. The applicant is actively participating in an Economic Self Sufficiency Program; or~~
 - ~~D.A.~~ 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.

A. 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.

V. WAITING LIST ASSIGNMENT PLAN AND DESIGNATION OF BUILDINGS

1. TAKING APPLICATIONS:

- A. 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:
 - 1) the applicant requests withdrawal, except after the applicant has been notified of the denial of their application;
 - 2) the applicant fails to advise MPHA of their continued interest during a waiting list update;
 - 3) MPHA has not received a timely response after one MPHA documented inquiry;
 - 4) mail properly addressed to the applicant's last known address is returned to MPHA; or
 - 5) the applicant fails to timely provide, or sign requested documents or to attend scheduled meetings.
- D. 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.

- E. 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.:
 - a) The first offered unit is not accessible to the applicant's employment or job training site;
 - b) The first offered unit is not accessible to their daycare or special education facility for their child;
 - c) 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.
- 2) 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.
- 3) 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.~~
- 4) 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 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.
 - a) The first offered unit is not accessible to the applicant's employment or job training site;
 - b) The first offered unit is not accessible to their daycare or special education facility for their child;
 - c) 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:
 - (1) provided by a limited number of agencies,
 - (2) does not provide citywide transportation services and the applicant cannot use public transportation services, or
 - d) other good cause as determined by MPHA.

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:

Bedrooms Per Unit/Unit Size	Minimum Number of Persons	Maximum Number of Persons
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.
- D. MPHA will approve lease add-ons only:
 - 1) 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.
 - 2) 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

- 3) 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.
- E. 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.
- F. The Head of Household will sign a new lease or lease addendum for each lease add-on.
- G. 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.
- H. 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:
 - 1) a birth certificate;
 - 2) legal proof of adoption;
 - 3) a court order;
 - 4) a delegation of powers of a parent under Minn. Stat. 524.5-211;
 - 5) written permission of the parent or other person having custody of the child; or
 - 6) if none of the above documents are available, reliable, accurate and objective third-party verification of custody.
- I. 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.
- J. 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.
- K. 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.
 - 2) 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 three years.

3. **FAMILY UNITS**

- A. 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.

VII. RENT COMPUTATION AND SECURITY AND PET DEPOSITS

1. MPHA may request income information from a Tenant at any time. Tenant must provide timely written, accurate, current, objective, and verifiable information.
2. **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.
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.
 - 1) At the time of admission and the annual reexamination, MPHA will provide to a Family a letter stating:
 - a) That the Family has the option to select Flat Rent or Income Based Rent.
 - b) The amount of Flat Rent.
 - c) 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.
 - d) A Family on Flat Rent does not receive a utility allowance.
 - e) That the Family must sign and return a certification to receive Flat Rent.
 - f) 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.

- 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;
 - 3) 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.
- C. **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.
- D. **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 MPHA determines whether the hardship exists or is temporary or long-term.
- 2) A hardship exists when the Tenant Family is unable to pay Minimum Rent because:
 - a) 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;
 - c) The income of the Tenant Family has decreased because of changed circumstances, including loss of employment; or
 - d) 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 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. 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 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:
 - a) Income Verifications
 - b) Bank Statements
 - c) State Wage File Information
 - d) Credit Report
 - e) Employment Records
 - f) Government Assistance
 - g) Proof of the Death of a Tenant Family Member
 - h) History of Reporting of Income Increases
 - i) 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;
 - f) 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.

4. **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;
- F. 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.
- G. 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

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:

- 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 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:**

1) **MHOP Transfers:**

- a) 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.
- b) 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.
- c) 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.

2) **MPHA Transfers:**

- a) 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:
- b) 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;

- c) 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.
 - d) 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.
 - e) The priority of Occupancy Transfers is as follows:
 - (1) Separation of Household
 - (2) Transfers from Family Housing Unit to Highrise
 - (3) Transfers from Highrise to Family Housing Units
 - (4) All other occupancy transfers.
 - f) 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:**
- 1) 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%.
 - 2) A tenant may request a management to transfer from an efficiency unit to a one-bedroom unit within their highrise building.
 - 3) If the tenant refuses one suitable offer, MPHA will cancel the transfer.
 - 4) 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.

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:
 - A. Deliver or mail the notice to each affected tenant's unit or deliver to the tenant; or
 - B. 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.

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 three 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 non-earned income of ~~\$100~~ **10%** -or more per month for non-earned income- If a Tenant Family has reported a decrease in earned income that resulted in a rent reduction, MPHA will then take into account a subsequent
- ~~B.~~ increase in earned income. 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.
- 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.
 - 1) 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)3) Transfer of a family from one MPHA program to another MPHA program,~~
 - ~~5)4) Completion of an Earned Income Disallowance, and~~
 - ~~6)5) An increase in income that would cause a Rent to increase by ~~\$30.00~~ **10%** 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.

- I. MPHA will notify tenants in writing of any change in Rent or payments resulting from an interim reexamination as stated in the lease.
 - 1) 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.
 - 2) 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 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)

- A. 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

- a) 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.

- b) 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.

- c) 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**
 - 1) 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.
- 2) 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.

XI. LEASE TERMINATIONS

1. MPHA may terminate 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~~ Thirty (30) 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:
 - A. Failure to pay charges on the monthly Rent statement;
 - B. serious or repeated interference with the rights of other tenants or neighbors;
 - C. serious or repeated damage to the leased premises;
 - D. the creation of physical or health hazards;
 - E. serious or repeated violations of the terms of the lease;
 - F. 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;
 - G. a Tenant living in an exclusively Assisted Living building who no longer avails themselves of the services provided;
 - H. any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, neighbors, or public housing employees;
 - I. the Head of Household being absent from the unit longer than 90 days in a calendar year;
 - ~~J.~~ the Tenant Family being Over Income for 24 consecutive months; An over income family may continue to reside in a Public Housing property for 24 months; at which time MPHA will terminate the lease. Once the lease termination is mailed to the Tenant Family, the Tenant Family must vacate the Unit, within 6 months, whether or not there is a loss of income.
 - ~~K.~~
 - K. 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
 - L. 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 ~~30~~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 or criminal activity; or
 - 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.

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 place 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.
- 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.
 - a) 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.

- 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

- 1) 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:

- (1) the reasons for the grievance;
- (2) the action requested; and
- (3) 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 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:
 - (1) Names and titles of participants;
 - (2) date of the conference;
 - (3) reasons for the conference;
 - (4) proposed disposition of the grievance and the reasons therefore; and
 - (5) 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:

- a) The complainant requested and attended an informal settlement conference as provided by this Part.
- b) 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.
- c) The written formal hearing request must state:
 - (1) the reason(s) for the grievance;
 - (2) the action or relief sought;
 - (3) the name, address, and telephone number (if available) of the complainant; and
 - (4) 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:
 - a) 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.
 - b) The right to a private hearing unless the complainant requests a public hearing.
 - c) 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.
 - d) A decision based only on the facts presented at the hearing.
- 7) Procedures governing the hearing: see Hearing Rules, Appendix J.
 - a) 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.
 - b) 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.
 - c) The complainant or MPHA may arrange, in advance and at the party's expense, for a transcript of the hearing.

- d) 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.
 - e) 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.
 - f) 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.
- 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:
 - (1) 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.
 - (2) 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
 - (3) 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.

XIII. COMMUNITY SERVICE

1. GENERAL

In order to be qualified and eligible for continued occupancy, each adult family member must either:

- A. contribute eight hours per month of community service (not including political activities), or
- B. participate in an economic self-sufficiency program, or
- C. 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:

- A. Family members who are 62 or older.
- B. 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.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. 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.
- 13) 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.
- 14) 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.
- 15) 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**

MPHA shall identify all adult family members who are apparently not exempt from the community service requirement.

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. 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, MPHA will do the following:

- A. 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**

MPHA will notify any family found to be in noncompliance of the following:

- A. That the family member(s) has been determined to be in noncompliance;
- B. that the determination is subject to the grievance procedure; and
- C. 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**

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, MPHA shall take action to terminate the lease.

8. **PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the community service requirement, 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.

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 principal vehicle.
2. **VOTING PROCESS** – Each resident council will vote on the type of parking the building will have. The voting process must have the following components:
 - 1) 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.
 - 2) 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:
 - A. **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.
 - B. **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 Number of Spaces in Lot	Minimum Number of Required Accessible Spaces	Minimum Number of Required Van Accessible Spaces
1 to 25	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 vehicle.
 - C. The vehicle 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 vehicle 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** – 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:

- A. 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.
- B. 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.
- C. Inoperable motor vehicles must be repaired or removed from the parking lots or be subject to towing by 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.
- D. 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 MPHA at the owner's expense.
- E. 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.
- F. Managers must contact 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.
- G. 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.
- H. 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.

- I. 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)

1. **CAR OWNERSHIP** –

- A. Tenants of Family Housing Units must meet the following requirements:
- B. 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 two (2) vehicles. There must be a licensed driver, who is a household member, for each vehicle.
- C. The car must have a valid license plate and current license tabs in accordance with Minnesota State and local ordinances.
- D. The car must be in operable condition and be able to run at all times.

2. **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.
3. **VEHICLE REPAIRS** – Tenants may not make repairs to their vehicles including changing oil or replacing mechanical parts.
4. **TOWING** – 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.

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. The guard shall put a copy of the incident report under the door to the management office at the end of their shift.
- I. Property Management shall follow-up to determine if the person should be trespassed from the Premises.

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.)
- F. If a guard has a question on any matter, the guard should call dispatch or the property manager.

6. **RULES OF CONDUCT**

- A. A guard shall not bring TV's, radios, boom boxes, handcuffs, mace, guns knives, weapons, or anything similar on MPHA property during their shift.
- B. A guard shall always wear their nametag on their chest.
- C. A guard shall keep their post or area clean, cleaning it every day.
- D. A guard shall not accept food, gifts, or presents from Tenants.
- E. A guard shall not take personal phone calls while on duty.
- F. A guard shall not socialize with Tenants, guests, or others while on duty or on break.
- G. A guard shall not enter a Tenant's apartment while on duty or on break.
- H. A guard shall keep sign-in logs, incident reports, rosters, Trespass List or other MPHA documents confidential. Guards shall direct questions to MPHA management or dispatch.
- I. A guard shall treat Tenants and guests with respect and courtesy.

- J. A guard shall not confront any person or take any action that may result in injury or bodily harm to the guard or any other person.
- K. A guard shall immediately notify their supervisor who will report to MPHA management if a key tag is confiscated from a non-Tenant, returning the key tag to MPHA management as soon as possible or the next business day.
- L. A guard shall put away all of their equipment at the end of each shift.
- M. A guard shall keep entrance doors shut. A guard shall not allow the doors to be propped open.
- N. A guard shall return lost or stolen goods to MPHA management as soon as possible or on the next business day.

XVI. NO SMOKING

1. BACKGROUND

- A. 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.
- B. Smoking includes but is not limited to the ignition and burning of cigarettes, [Cannabis](#), cigars, pipes, hooks, waterpipes, tobacco, incense products or other plant products, and use of e-cigarettes.

2. 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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.

XVII. PET POLICY

HIGHRISE APARTMENTS

1. **PERMITTED PETS**

- A. 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**

- A. 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 livestock (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.
- B. 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).

- 1) 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 all sections 4-11 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:**

- A. All dogs and cats must be registered with MPHA before they can be permitted in a highrise. Registration requires:
 - 1) Proof the animal has been vaccinated by a licensed Veterinarian for rabies, parvovirus, distemper, heartworm, and other vaccines appropriate for the species.
 - 2) Proof the animal has been spayed (female animals) or neutered (male animals).
 - 3) Proof the animal has been licensed with the City of Minneapolis
 - 4) A completed pet policy form.
- B. 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.

5. **PET DEPOSIT:** \$75.00 except for units with carpet where the pet deposit is \$150.00.

- A. 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.
- B. 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.

6. **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.
7. **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.
8. **PET CONTROL REQUIREMENTS:**
 - A. 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.
 - B. 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.
 - C. 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.
 - D. 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.
9. **UNATTENDED OR IMPROPERLY CARED FOR PETS:**
 - A. 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.

- B. 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.
- 10. **PET BATHING AND LAUNDRY RESTRICTIONS:** Bathing of pets will not be permitted in highrise laundry rooms or tub/shower rooms.
- 11. **CITY ORDINANCE:** Pet or Assistance Animal owners must observe all State laws and Minneapolis City Ordinances related to pets.
- 12. **PET POLICY VIOLATIONS:**
 - A. 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.
 - B. Complaints arising out of alleged violations of the policy are to be reported to the site manager.

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:**
 - A. 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 livestock (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.
 - B. No cats or dogs will be allowed at Glendale [or Minnehaha](#) Townhomes.
 - C. 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.
- 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:

- A. All dogs and cats must be registered with MPHA before they can be permitted in a Family Housing Unit. Registration requires:
 - 1) Proof the animal has been vaccinated by a licensed Veterinarian for rabies, parvovirus, distemper, heartworm, and other vaccines appropriate for the species.
 - 2) Proof the animal has been spayed (female animals) or neutered (male animals).
 - 3) Proof the animal has been licensed with the City of Minneapolis
 - 4) A completed pet policy form.
- B. 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.

5. PET DEPOSIT: \$75.00 except for units with carpet where the pet deposit is \$150.00.

- A. 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.
- B. 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.

6. 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.

7. 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.

8. PET CONTROL REQUIREMENTS

- A. 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.
- B. 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.

- C. 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.

9. **UNATTENDED OR IMPROPERLY CARED FOR PETS**

- A. 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.
- B. 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.

10. **CITY ORDINANCE:** Pet owners must comply with all Minneapolis City Ordinances related to pets.

11. **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.

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 [or use the other payment methods available](#). 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.

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, 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.

3. **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 less. In order to qualify for a A repayment agreement will be offered wherewhen the Retro Rent amount is over \$5000, but less than \$10,000, the Tenant must pay as long as the Tenant pays the amount due above the \$5000 threshold, within 60 days of receiving notice of the balance. If Tenant does so, MPHA will offer and signs a repayment agreement for the remainder of the balance, up to \$5000. or more If the Retro Rent amount exceeds \$5000 and is due in part or in total to Tenant's conduct, and the Tenant is unable to does not pay the amount over \$5000 within 60 days of receiving the notice, MPHA will not offer a repayment agreement and can terminate the lease. 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 ~~\$5000-10,000~~ or more and is due in part or in total to If 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: a) did not report or under reported the income; b) provided incomplete or inaccurate information or misrepresented any information on an income-reporting document; or c) 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) 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.

4. **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.

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.

C.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.

D.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 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.

E.F. Hearing procedures

- 1) If the former Tenant fails to appear at a scheduled hearing, the Panel may postpone 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.

F.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.

G.H. Administrative expense: MPHA shall provide the space and administrative services and funds for the Panel.

H.I. Reasonable accommodation and vawa requests:

- 1) If the former Tenant asks for a reasonable accommodation at the revenue recapture hearing in order 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.
 - a) MPHA will notify the Tenant of the decision regarding the reasonable accommodation or VAWA request.
- 2) 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.
- 3) The Tenant may not make a reasonable accommodation or VAWA request after the hearing has ended.

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.

XX. LIMITED ENGLISH PROFICIENCY PLAN

1. **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.

2. **DEFINITION OF TERMS:**

- A. **Client** – A client is a person who:
 - 1) is an applicant for public housing, Section 8, homeownership and other MPHA programs;
 - 2) is a recipient of public housing, Section 8, home ownership and other MPHA programs; or
 - 3) may be eligible for MPHA's programs but is underserved and may benefit from an outreach program.
- B. **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.
- C. **Interpretation** – Interpretation means the oral or spoken transfer of a message from one language into another language.
- D. **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.
- E. **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.
- F. **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:
 - 1) The number of or proportion of LEP persons eligible to be served or likely to be encountered by MPHA.

- 2) 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.
- 3) 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.
- 4) 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.

G. **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.

H. **Vital document** – A vital document is one that is critical for ensuring that a LEP person has Meaningful Access.

3. **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.

4. **LANGUAGE ASSISTANCE:**

A. **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.

B. **Translation of documents:**

- 1) 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 group, MPHA will translate the public housing lease and selected documents of vital importance in that language.
- 2) 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.

- 3) 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.
- 4) 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.

C. **Formal interpreters:**

- 1) Formal interpreters include MPHA bilingual staff and contract vendors.
- 2) 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;
- 3) MPHA Staff interpreter may not be a subordinate to the person making the decision.

D. **Informal interpreters:**

- 1) 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.
- 2) 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.
- 3) MPHA may risk noncompliance if it requires, suggests, or encourages a LEP client to use an informal interpreter.
- 4) If a LEP client prefers an informal interpreter, after MPHA has offered free interpreter services, the informal interpreter may interpret.
- 5) If a LEP client wants an informal interpreter, MPHA may also have a formal interpreter present.

E. **Outside resources:**

- 1) Outside Resources may include community volunteers, Minneapolis Highrise Representative Council, City Liaison, and MPHA Tenants or Section 8 participants.
- 2) Outside Resources may be used for interpretive services at public or informal meetings or events if a timely request has been made.

F. **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.

G. **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.

H. **Vital document:** A vital document is one that is critical for ensuring that a LEP person has Meaningful Access.

5. **GUIDELINES FOR USING AN INTERPRETER:**

- A. State the purpose of your communication and describe the type of information you may convey.
- B. Enunciate your words and avoid contractions such as "can't" which can be easily misunderstood. Instead say, "cannot."
- C. Speak in short sentences, expressing one idea at a time and allow the information to be interpreted.
- D. 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."
- E. Speak to the LEP client and not to the interpreter.
- F. Avoid using slang and acronyms such as MFIP. If you must do so, please explain their meaning.
- G. Provide brief explanations of technical terms or terms of art, such as recertification, income disregard and Minimum Rent.
- H. 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.
- I. 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.
- J. Be patient and thank the interpreter.

6. **NOTICE OF FREE LANGUAGE ASSISTANCE FOR MPHA BUSINESS:****MPHA will provide notice of free Language Assistance as follows:**

- A. Applications for public housing will request applicants to indicate if they are LEP and need free language assistance for MPHA business.
- B. Any letter informing clients about recertification will state that clients may contact their eligibility technician to request free language assistance for MPHA business.

- C. 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.
- D. The public housing monthly rental statement will state that a Tenant may contact their property manager for free language assistance for MPHA business.
- E. On other occasions as determined by MPHA which may include documents informing persons about how to apply for MPHA programs.

7. PRIVATE AND CONFIDENTIAL DATA:

- A. **Mpha staff interpreters** - Federal and state law requires MPHA to protect private or confidential data.
- B. **Contract language assistance vendors** - Contract language assistance vendors will sign a “State and Federal Data Privacy Statement” form as part of the contract documents.
- C. **Informal interpreters** - When using informal interpreters MPHA should have the informal interpreter and client sign a “Waiver of Free Interpretive Services” form.

8. COLLECTION OF LANGUAGE INFORMATION:

- A. The application for public housing shall ask the LEP client to identify their language.
- B. MPHA will enter a client’s language on the tracking software for public housing.

9. MPHA STAFF TRAINING:

- A. 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.
- B. MPHA will make the LEP Plan available to staff.
- C. MPHA will inform new employees in the New Employee Orientation of MPHA’s duty to offer free language assistance in compliance with federal requirements.
- D. MPHA Staff who have ongoing contact with LEP clients will attend LEP training.
 - 1) 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.
 - 2) MPHA will make a language identification flashcard available to staff.

10. MONITORING:

Periodically, MPHA LEP Manager will review and revise the LEP Plan. The review will include:

- A. A summary report from the tracking software of the number of MPHA clients who are LEP.
- B. A summary report from the tracking software listing the languages used by LEP clients.

- C. 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.

11. **LEP PLAN DISTRIBUTION AND PUBLIC POSTING:**

The LEP Plan will be:

- A. Distributed to all MPHA supervisors.
- B. Available in MPHA Management Offices and the Section 8 Department.
- C. Posted on MPHA's website, mphaonline.org.

12. **CONFLICT AND SCOPE**

- A. 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.

XXI. REASONABLE ACCOMMODATION POLICY

1. 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.

2. NON-DISCRIMINATION STATEMENT

- A. 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.
- B. 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.
- C. 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.
- D. MPHA Director of Operations is designated MPHA's Section 504/ADA Coordinator.

3. DISABILITY

- A. 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.
- B. 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.
- 3) Homosexuality, bisexuality, gender disorders and transsexual conduct
- C. 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.
- D. 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.

4. **MAJOR LIFE ACTIVITY**

- A. Includes but is not limited to caring for oneself, doing manual tasks, walking, seeing, sleeping, hearing, speaking, breathing, learning and working.

5. **MENTAL AND PHYSICAL IMPAIRMENTS**

- A. A mental impairment may include but is not limited to mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.
- B. A physical impairment may include the following body systems: neurological; musculoskeletal; senses; respiratory; cardiovascular; reproductive, digestive, genito-urinary, hemic and lymphatic; skin; and endocrine.
- C. 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.

6. **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.

7. **ESSENTIAL ELIGIBILITY REQUIREMENTS**

- A. Include but are not limited to:
 - 1) stated eligibility requirements like income;
 - 2) compliance with selection criteria;
 - 3) timely payment of financial obligations;
 - 4) care of premises;
 - 5) no disqualifying criminal or drug activities;
 - 6) respect for the rights of others;
 - 7) explicit or implicit requirements inherent to the program or activity; and
 - 8) compliance with all obligations of occupancy with or without supportive services provided by persons other than MPHA.

- B. 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.

8. **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.

9. **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.

10. **REASONABLE ACCOMMODATION**

- A. 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.

- B. 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.

C. REASONS TO DENY AN ACCOMMODATION

- 1) 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;
 - 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.

D. 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.

E. 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 Section 10. B. above.

11. 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.

12. APPLICANTS FOR PUBLIC HOUSING

- A. 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.
- B. 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.
- C. 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.
- D. With or without a reasonable accommodation, the applicant shall complete the application process, meet eligibility criteria, and shall follow the lease.

13. 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.

- A. A Tenant or Tenant's representative shall give a request for a reasonable accommodation to their Property Manager and not to a Hearing Panel.
- B. MPHA will process the request and if necessary, investigate or obtain additional information.
- C. 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.

14. PHYSICAL ACCESSIBILITY

- A. 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.
- B. Alterations in new construction shall comply with federal and state law and regulations. MPHA will comply with Section 10. A. 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.

15. **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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Consistent with the provisions of this policy, barrier free units may be created to meet the specific needs of a Tenant in a building.

16. **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.

17. **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.

18. **ASSISTANCE ANIMALS**

- A. 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.
- B. 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.
- C. MPHA may request the individual to submit reliable documentation of a disability or their disability-related need for an assistance animal if not obvious.

- D. 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.

19. TENANT TRANSFER TO ANOTHER UNIT

- A. 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.
- B. 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.
- C. MPHA will not transfer a Tenant under this policy when a lease termination is pending for a reason unrelated to the disability.

20. DISABLED APPLICANTS ON THE WAITING LIST

- A. MPHA will offer a unit to a disabled applicant who is qualified and needs a modified unit in the priority listed below:
 - 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.
 - 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.
 - 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.

21. 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.

22. A DISABLED PERSON'S COMPLIANCE WITH MPHA'S RULES, POLICIES OR PROCEDURES:

- A. 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.
- B. 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.
- C. 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.

23. 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.

24. 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.

XXII. VIOLENCE AGAINST WOMEN ACT POLICY

1. 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~~ 2022 (VAWA) to its applicants, public housing Tenants, Section 8 participants, and other program participants.

2. 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. DEFINITIONS

The definitions in this Section apply only to this Policy.

- A. ~~Affiliated individual~~**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.
- B. ~~Confidentiality~~**CONFIDENTIALITY**: Means that MPHA will not enter information provided to MPHA under 4.F. into a shared database or provide this information to any related entity except as stated in 4.G.
- C. ~~Dating violence~~**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.

D. ~~Domestic violence~~DOMESTIC VIOLENCE: A felony or misdemeanor crime committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Minnesota and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

- 1) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- 2) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- 3) shares a child in common with the victim; or
- ~~D.4)~~ commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Minnesota.
 - ~~1) physical harm, bodily injury, or assault;~~
 - ~~2) the infliction of fear of imminent physical harm, bodily injury or assault; or~~
 - ~~3) 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.~~
 - ~~4) 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.~~

E. ~~ECONOMIC ABUSE:~~ ECONOMIC ABUSE: Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—

- 1) restrict a person's access to money, assets, credit, or financial information;
- 2) unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- 3) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

F.F. 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.

F.G. 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.

G.H. 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.

H.I. 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.

H.J. 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 CRF § 5.2003. Stalking is also defined in Minn. Stat. § 609.749.

K. TECHNOLOGICAL ABUSE: An act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

J.L. 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.F. or as requested by MPHA.

4. **CERTIFICATION AND CONFIDENTIALITY**

A. **Certification**

- 1) **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 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.F. below), they will lose the legal protections provided by VAWA.

- 2) **Acceptable forms of certification:** There are four ways to comply with a certification request by MPHA:
 - a) 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
 - b) Provide a corroborating record from a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency;
 - c) 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
 - d) Self-Certification.
- 3) **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).
- 4) **Time limit:** The applicant or Tenant must deliver certification in one of the three ways listed in 4.B above, within the time period set forth in this section.
- 5) **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.B.2, 4.B.3, or 4.B.4 above, within 30 calendar days after the Victim receives a written request for third party documentation.

- B. **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.

C. 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:

- 1) the Victim requests or consents to the disclosure in writing;
- 2) the disclosure is required for:
- 3) eviction from public housing under 42 U. S. C. § 1437 d (l) (5) & (6) (See Section 5 in this Policy);
- 4) 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 G in this Policy); or
- 5) the disclosure is required by applicable law.

D. Compliance not sufficient to constitute evidence of unreasonable act:

MPHA or manager's compliance with Sections 4.A and 4.B. alone shall not be sufficient to show evidence of an unreasonable act or omission by them.

5. APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE OR TENANCY:

- A. 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.
- B. 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.
- C. 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.
- D. Notwithstanding Sections 5.A., 5.B., and 5.C. 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

- E. Nothing in Sections 5.A., 5.B., and 5.C. 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)
- F. Nothing in Sections 5.A., 5.B., and 5.C. 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).
- G. Nothing in Sections 5.A., 5.B., and 5.C. limits MPHA or manager's authority to evict or terminate assistance, or deny admission to a program if 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.
- H. Nothing in Sections 5.A., 5.B., or 5.C. 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.
- I. A public housing Tenant who wants a transfer to protect their health or safety and who:
 - 1) is Victim under this Policy; and
 - 2) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; or
 - 3) 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).

6. 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.

7. 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:

- A. an applicant is denied assistance or admission;
- B. an applicant is admitted into housing or given assistance; and
- C. a Tenant or Participant is sent a notification of eviction or termination of assistance.

8. **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. **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. **EMERGENCY TRANSFERS:**

- A. 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.
- B. **Emergency transfer request documentation.** To request an emergency transfer, a tenant must establish Victim status as set forth in 4.B. 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 reasonably 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.

- C. **Confidentiality.** Section 4.C. of the VAWA Policy shall apply to any information the tenant submits in requesting an emergency transfer and information about the emergency transfer.
- D. **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.

- 1) 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.
- 2) One immediately available appropriate unit will be offered.
 - a) If a tenant reasonably believes that a proposed offer would not be safe, the tenant may request a transfer to a different unit. However,
 - b) if the offer is refused for reasons unrelated to the VAWA, another unit will not be offered.
- 3) 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.
- 4) 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.

- E. **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 following list of agencies 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) 871-5111

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

**Community University Health
Care Center**

Business Line: (612) 301-3433

www.cuhcc.umn.edu

**Minnesota Indian Women's
Resource Center**

Business Line: (612) 728-2000

www.miwrc.org

Missions, Inc. Program / Home Free

Business Line: (763) 559-1883

Crisis Line: (763) 559-4945

www.missionsinc.org

Tubman

Business Line: (651) 825-3333

Crisis Line: (612) 825-0000

www.tubman.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**Cornerstone Advocacy Center**

Business Line: (952) 884-0376

Crisis Line: (866) 223-1111

www.cornerstonemn.org**Division of Indian Work**

Business Line: (612) 722-8722

www.diw-mn.org**Domestic Abuse Project**

Business Line: (612) 874-7063

Crisis Line: (612) 874-7063

www.domesticabuseproject.org**Oasis of Love**

Business Line: (612) 529-6055

Crisis Line: (612) 529-6055

www.oasisofloveinc.org**OutFront Minnesota**

Business Line: (612) 822-0127

Crisis Line: (612) 822-0127 option 3

www.outfront.org/**Phumulani**

Business Line: (612) 251-9421

Safe Journey at North Memorial

Business Line: (763) 581-3942

Crisis Line: (763) 581-3940

northmemorial.com**Women's Advocates**

Business Line: (651) 227-9966

Crisis Line: (651) 227-8284

www.wadvocates.org**Women of Nations**

Business Line: (651) 251-1605

Crisis Line: (651) 222-5836

women-of-nations.org

- F. **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. 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. 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.

- 12-13. PROHIBITION ON RETALIATION:** MPHA and housing owners or managers under covered housing programs shall not discriminate against any person that has opposed any act made unlawful by VAWA or because the person testified, assisted, or participated in any related matter. In addition, those entities may not "coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections" under VAWA.

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.

3. **DEFINITIONS:**

The definitions in this Section apply only to this Policy.

- A. **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.
- B. **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.
- C. **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.
- D. **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.
- E. **Fee activity:** Activity where fees are charged for participation.
- F. **Guest:** A person who is on the premises with a Tenant's implied or express consent.
- G. **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.
- H. **Repeat user:** A Signed User who is scheduled more than 12 times per calendar year.
- I. **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.
- J. **Space use permit request form:** A form when approved by MPHA permits a Signed User the exclusive use of a Common Area.

- K. **Tenant:** A person who has a current MPHA lease. A person is only a Tenant at the building where they reside.

4. **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.
- E. No body washing other than hands;
- F. No sleeping or napping;
- G. No pornographic, offensive, or degrading TV shows, magazines, movies, music or video games;
- H. No activity in violation of local, state, or federal law and regulations and ordinances;
- I. No gambling in any form;
- J. No possession or use of alcoholic beverages or illegal drugs; and
- K. All activities and conduct shall comply with the lease.

8. DAMAGES TO COMMUNITY ROOMS:

- A. 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.
- B. 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).
- C. 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.
- B. MPHA will maintain Common Areas in compliance with the lease.
- C. Property Management will negotiate space use or service agreements for Repeat Users and will notify the Resident Council.
- D. 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.

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:

- 1) 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.
- 2) 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.

D. Community rooms signed use requirements:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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:

- A. Precinct caucuses and general and primary elections in accordance with State law;
- B. Resident Council activities (i.e. self-government, education programs, health programs, recreation and socials);
- C. MPHA;
- D. Resident service provider that has a service agreement with MPHA;
- E. One-time or sporadic resident service provider without a service agreement with MPHA;
- F. Private activity for the personal use of a Tenant;
- G. Local, state and federal elected officials;
- H. 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 CLEAN-UP/EQUIPMENT OR SUPPLY USE:

- 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	Family Income		
	<u>Lower</u>	<u>Very Low</u>	<u>Extremely Low</u>
One Person	\$62,600 <u>\$66,300</u>	\$41,100 <u>\$43,500</u>	\$24,650 <u>\$26,100</u>
Two Person	\$71,550 <u>\$75,750</u>	\$46,950 <u>\$49,700</u>	\$28,200 <u>\$29,800</u>
Three Person	\$80,500 <u>\$85,200</u>	\$52,800 <u>\$55,900</u>	\$31,700 <u>\$33,550</u>
Four Person	\$89,400 <u>\$94,650</u>	\$58,650 <u>\$62,100</u>	\$35,200 <u>\$37,250</u>
Five Person	\$96,600 <u>\$102,250</u>	\$63,350 <u>\$67,100</u>	\$38,050 <u>\$40,250</u>
Six Person	\$103,750 <u>\$109,800</u>	\$68,050 <u>\$72,050</u>	\$40,850 <u>\$43,250</u>
Seven Person	\$110,900 <u>\$117,400</u>	\$72,750 <u>\$77,050</u>	\$43,650 <u>\$46,200</u>
Eight Person	\$118,050 <u>\$124,950</u>	\$77,450 <u>\$82,000</u>	\$46,630 <u>\$50,560</u>

17. 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.
18. 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

1. 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
2. UTILITY ALLOWANCES (effective January 2017)
3. 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.
4. 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:

- 1) Space Heating
- 2) Domestic hot water
- 3) Cooking
- 4) Refrigeration
- 5) Lighting
- 6) Misc. Electrical Appliances
- 7) Clothes Washer
- 8) Clothes Dryer
- 9) Water/sewer

Non-allowable:

- 1) Cooling
- 2) 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
Average High Temp	20°	26°	38°	56°	68°	78°	84°	80°	70°	58°	41°	25°
Average Low Temp	2°	8°	22°	36°	47°	57°	64°	60°	50°	38°	25°	10°
Mean Temp	12°	18°	31°	46°	58°	68°	74°	71°	61°	48°	34°	18°
HDD/month	1649	1366	1147	612	286	75	14	26	195	496	993	1451
FACTION HDD/month	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 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms	6 Bedrooms
Residents per Unit	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.

Established based on the number of bedrooms from Table 5.1 of the HUD Utility Allowance Guidebook

	Studio (0)	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
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 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms	6 Bedrooms
Elec kWh	90	135	185	235	235	235

Step 8: Establish electric requirements for Miscellaneous Electric

- Established using the top range of Table 5.3 in the HUD Utility Allowance Guidebook

	0-1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms	6 Bedrooms
Elec kWh	135	170	205	240	240	240

Step 9: Establish electric requirements for Clothes Washer

- Established based on Table 5.4 in the HUD Utility Allowance Guidebook

	0-1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms	6 Bedrooms
Elec kWh	5	10	15	20	25	30

Step 10: Establish electric requirements for Clothes Dryer

- Established based on Table 5.5 in the HUD Utility Allowance Guidebook

	0-1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms	6 Bedrooms
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:
- $Monthly\ Usage = (\#\ of\ residents) \times 61.5 \frac{gallons}{person} \times 31 \frac{days}{month} \times .001337 \frac{ccf}{gallon}$
- This would reduce to:
- $Monthly\ Usage = (\#\ of\ residents) \times 2.548 \frac{ccf}{month}$

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:**

- A. A minimum charge of \$50.00 (if completed by MPHA) or actual cost (for work completed by a vendor) for unplugging/removing a clog caused by a foreign object in: sinks, lavatories, toilets, or floor drains.
- B. Toilet Replacement..... Actual Cost
- C. Toilet Seat Replacement..... \$33.00 (includes parts & labor)
- D. Toilet Tank Cover Replacement..... \$35.50 (includes parts & labor)
- E. Single -Lever, Washerless Kitchen Faucet..... \$60.50 (includes parts & labor)
- F. Faucet Aerators..... \$13.00 (includes parts & labor)
- G. Removing or tampering with Sink Aerators..... \$25.00
- H. Removing or tampering with Showerheads..... \$25.00
- I. Excess water charge..... \$25.00

2. **ELECTRICAL:**

- A. Reset circuit breaker..... Actual cost if corrected by vendor.
- B. Replace fuse + labor..... Actual cost if corrected by vendor.
- C. Range Hood Replacement..... \$35.00 (includes parts & labor)
- D. Heating Plant Thermostat Replacement..... \$45.00 (includes parts & labor)
- E. Smoke Alarm Replacement..... \$25.00 (includes parts & labor)
- F. Tampering with/disconnecting smoke detector.....\$20.00
- G. CO Detector..... \$25.00
- H. Replace Smoke Detector battery.....\$5.00
- I. Plastic rectangular light covers.....\$18.00
- J. Kitchen light..... \$18.00
- K. Light cover - Bathroom.....\$8.00
- L. Light cover – Globe..... \$3.00

3. **RUBBISH REMOVAL:**

- A. Completed by MPHA..... \$25.00 per large item or equivalent.
- B. Completed by Vendor or City of Minneapolis..... Actual Cost
- C. Littering or not disposing trash properly.....\$25.00 minimum
- D. Disposal of Mattress or Box spring.....\$50.00 per item or MPHA's Actual Cost

4. **APPLIANCES:**

- A. **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.

Item Replaced or Required Action	Cost	Depreciation (if applicable)
20" Range	\$190.00	\$15 per year
30" Range	\$212.00	\$16 per year
24" Range Hood	\$47.00	-
30" Range Hood	\$41.00	-
Range Hood Filter	\$5.00	-
Stove Burner Knob	\$4.00	-
Oven Rack	\$7.00	-
Oven Door	\$56.00	-
Oven Door Handle	\$5.00	-
Oven Gasket	\$15.00	-
Cleaning to Restore Function	\$25.00 minimum	-

- B. **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.

Item Replaced or Required Action	Cost	Depreciation (if applicable)
11 cu. ft.	\$365.00	\$26 per year
18 cu. ft.	\$379.00	\$27 per year
Gasket	\$28.00	-
30" Range Hood	\$41.00	-
Crisper Tray	\$17.00	-
Door Bar/Handle and End Cap	\$14.00	-
Shelf	\$15.00	-
Defrosting	\$20.00	-

C. Air conditioner

Item Replaced or Required Action	Cost	Depreciation (if applicable)
Air Conditioner		\$20 per year
Repairs to Air Conditioner	Actual Cost	-
Sleeve Cover	\$50.00 per Cover	-

5. EXTERMINATION SERVICE FOR ROACHES OR BEDBUGS:

- A. Actual charges are assessed to Tenant account if Tenant is not properly prepared.
- 1) First scheduled date.....\$25.00
 - 2) Each additional reschedule date.....\$40.00
- B. 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.
- 1) First need for service.....\$25.00
 - 2) Each additional request per calendar year.....\$40.00

6. WINDOW AND OTHER GLASS REPAIRS:

- A. Charges are based on size - length plus width in inches. Actual labor charges of the vendor will be assessed at \$10 per hour.
- 1) Up to 50".....\$15.00
 - 2) 51" to 72".....\$17.00
 - 3) 73" to 80".....\$20.00
 - 4) 81" or larger\$25.00
 - 5) Plexiglas.....\$ 9.00/sq. ft.
 - 6) Thermo Windows.....Actual MPHA replacement cost
 - 7) Sash Lock.....\$3.00
 - 8) Aluminum combination storm panel replacement.....\$14.00
 - 9) Aluminum combination screen panel replacement.....\$10.00
 - 10) Mirrored Medicine Cabinet\$27.00 + Labor @ .50 hr.
 - 11) Covers for the air conditioner sleeves.....\$50.00

7. SCREEN/STORM DOORS:**A. Replacement Costs:**

- 1) Security Screen (each).....\$12.00/sq. ft
- 2) Security Screen with Frame (each).....\$225.00
- 3) Highrise screens\$ 12.00
- 4) All other screens (each).....\$6.00/sq. ft
- 5) Solid Core (Benada), self-storing, Aluminum storm door....\$120.00

B. Repair Costs:

- 1) Storm door pneumatic closer.....\$12.00 + Labor @ .25 hr.

- 2) Storm door chain.....\$2.50 + Labor @ .25 hr.
- 3) Storm door handle\$5.00 + Labor @ .25 hr.
- 4) Apartment door security chain.....\$9.00 + Labor @ .25 hr.
- 5) Basement Storm Sliding Window.....\$24.00

8. **WINDOW SHADES:**

(Charges are based on width in inches)

- A. Up to 37"\$6.00
- B. 38" to 46"\$8.00
- C. 47" to 55"\$9.00
- D. 56" and larger.....\$13.00
- E. Window blinds.....\$3.00 per slat

9. **GENERAL CARPENTRY:**

- A. 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
- B. Install security chain.....\$10.00/includes labor.
- C. Install door sleeve.....\$12.00/includes labor.
- D. Keys (each).....\$2.00
- E. Lockout service After hours (highrise only)..... \$30.00
- F. Keys not returned upon vacate (per door)..... \$25.00
- G. Door-stop moulding (inside wood trim).....\$6.00
- H. Closet Knobs..... \$3.00
- I. Closet Rod..... \$6.00
- J. Kitchen cabinet knob/handle..... \$3.00
- K. Cabinet doors..... \$42.50
- L. Cabinet Drawers.....\$25.00
- M. Sheetrock \$13.00 per sheet
- N. Switch plate/outlet covers.....\$1.00
- O. Ceramic tile replacement..... \$1.00/sq. ft + Labor @ .75 hr.
- P. Shower Rod.....\$8.00
- Q. Towel Bar\$6.00
- R. Toilet Paper holder..... \$5.00
- S. Door Latch..... \$5.00
- T. Throw bolt..... \$8.00
- U. Privacy Lock.....\$10.00
- V. Passage Set..... \$8.40
- W. Door Replacement.....MPHA cost
- X. Shower Curtain..... \$5.00

Y. Handrail replacement.....	\$25.00
Z. Ceramic or vinyl tile.....	\$2.50
AA. Toilet Paper roll holder.....	\$1.00
BB. Carpet Replacement.....	Actual Cost

10. EXTERIOR ITEMS: (FAMILY HOUSING UNITS):

A. Lawn Mower (push type - each).....	\$65.00
B. Sod (installed).....	\$1.50/roll
C. Trash cart (City of Mpls.) replacement after initial provision..	\$56.00
D. Outside dryer vent cover	\$4.00
E. Outside faucet handle.....	\$4.00
F. Exterior outlet cover.....	\$7.00
G. Fence gate latch/handle.....	\$8.00
H. Stair treads	
1) 36"	\$6.00
2) 46"	\$8.00
I. Downspout extenders.....	\$1.00/ft

11. EXCESS UTILITY CONSUMPTION:

A. Air conditioner (June, July and August).....	\$25.00/month
1) If a Tenant has outstanding air conditioner charges, MPHA will not allow further use of an air conditioner	
2) Tenants with air conditioners in the window or sleeve will be charged regardless of usage.	
B. Freezer (12 months).....	\$4.00/mo.
C. Additional Freezer.....	\$8.00/mo.
1) Only one additional freezer or refrigerator	
D. Additional Refrigerator.....	\$25.00/mo.
1) Only one additional freezer or refrigerator	
E. Misuse (wasting) of Utilities.....	\$10.00
F. For Family Housing Units see Appendix B	

12. MISCELLANEOUS CHARGES:

A. Key Tag.....	\$10.00
(replacement of all functional tags and Medical)	
B. Failure to recycle (Family Housing Units only).....	\$7.00/mo.
C. Furnace Filter.....	\$15.00
D. Flood lamp.....	\$3.00
E. Snow Removal.....	\$45.00 minimum
F. Grass Cutting.....	\$45.00 minimum

- G. Fire Damage/sprinkler damage - Maximum Charge.... \$5,000.00
- H. Light Fixture Globe..... \$3.00
- I. Transfer holdover
 - 1) Highrise Unit.....\$10.00 per day
 - 2) Family Housing Unit..... \$40.00 per day
- J. Returned check charge..... \$15.00
- K. Removal of volunteer growth for
Non-Glendale Family Housing Units..... \$25.00 minimum
- L. Minimum charge to clean stove burners..... \$25.00
- M. Painting of smoke damaged unit..... \$100.00 minimum
- N. Moving and storage.....Actual Cost
- O. Removal of abandoned property.....Actual Cost
- P. Damage due to Frozen/Burst Pipes
 - 1) Minimum.....\$20.00
 - 2) Maximum..... \$5,000.00
- Q. Work requested after hours (not an emergency).....\$40.00
- R. Food fires after hours (where staff responds).....\$40.00
- S. Closing windows from November through March.....\$10.00 (business hours)
- T. Photocopies..... \$.25/page
 - 1) Photocopies of Tenant Files will be charged actual cost
- U. Maximum charge for any Tenant caused damage..... \$5,000.00
- V. Damage caused by wheelchairs or scooter.....Actual Cost
- W. Not removing car from lot when maintenance
or snow plowing occurs, and the car is not towed..... \$15.00
- X. Leaving garbage containers on curb for
over 24 hours after trash pick-up..... \$15.00
- Y. Retrieving keys from elevator shaft..... Actual Cost, MPHA or Vendor
- Z. Air Mattress
 - 1) Single..... \$22.00
 - 2) Queen..... \$27.00
- AA. Mattress Covers
 - 1) Single.....\$18.00
 - 2) Full.....\$20.00
 - 3) Queen.....\$23.00
- BB. City Violation.....Amount charged by the City
- CC. All other charges shall be made on the basis of material plus labor utilizing the following
prevailing hourly labor rates, or actual fee charged by vendor.
 - 1) Buildings and Grounds Specialist..... \$17.25/hour

- 2) Service and Maintenance Specialist..... \$17.25/hour
- 3) MPHA Carpenter..... \$28.00/hour
- 4) MPHA Painter..... \$27.00/hour
- 5) MPHA Stationary Engineer..... \$27.00/hour
- 6) MPHA Electrician.....\$40.00/hour
- 7) Seasonal Laborer..... \$5.00/hr.
- 8) Overtime rates apply for after-hours service
- 9) Actual vendor fee includes vendor's hourly rate plus travel time.

DD. A tenant in any civil action shall pay Court Ordered Fees, costs, expense or other monetary amounts to MPHA.

13. **GUIDELINES FOR DETERMINING ORDINARY WEAR AND TEAR**

- A. Management will inspect the unit with the Tenant upon move-in and note any existing problems, as in accordance with the lease.
- B. Management will provide a copy of the move-in Inspection to the Tenant.
- C. 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.
- D. Structural damage or deficiencies will be noted when determining ordinary wear and tear.
- E. The number of service calls on a specific item shall be considered when determining whether there was Tenant abuse/neglect.
- F. The length of the tenancy shall be considered, along with the other considerations.
- G. 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 a Tenant observes a defect or deficiency during the move-in Inspection, they should see that it is noted on the Inspection form.

It is important that a Tenant calls MPHA for needed repairs. There is usually no charge for repairs unless the damage was caused by the Tenant. 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.

A. **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.
- 8) 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.

B. 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.
- 3) 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:

- 1) All trash and garbage shall be stored in appropriate rodent-proof and leak-proof containers.
 - a) 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.
 - b) All grease and food spills shall be washed from both the inside and outside of the trash and garbage container.
 - c) All trash and garbage must be sealed in bags or wrapped up before being put down the trash chute.
 - d) 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.
- 2) Family development Tenants will be provided with City of Minneapolis trash carts at no cost to the Tenant at move-in.
 - a) 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.)
- 3) 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.
- 4) 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.
- 2) Hardware shall be in good working condition.
- 3) Floors shall be free of broken or missing tile, gouges, holes, burns, etc. Any such conditions must be reported to management.
- 4) 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.
- 5) Electrical and plumbing fixtures shall be in good working condition and intact.
- 6) 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.
- 7) Appliances shall be intact and in good working condition.
- 8) 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.
- 9) Other items, grates, grilles, vents, radiators, thermostats, etc., shall be intact and in good working condition.
- 10) 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.

4. ADDITIONAL HOUSEKEEPING STANDARDS - TENANTS IN FAMILY HOUSING UNITS:**A. Exterior property areas (Areas outside your apartment or house)**

- 1) 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

- 1) 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.

- 2) 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.
 - 3) 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 MPHA 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.

5. **HOUSEKEEPING DEFINITIONS**

- A. **Accumulation** - a heap, pile of collection
- B. **Adhesive** - a substance such as glue, cement or tape
- C. **Baseboard** - board or covering at bottom of the wall
- D. **Bulk Food** - large quantity of food sold in paper, plastic or cloth bags; foods that are not packaged
- E. **Burn** - marks caused by a hot item such as a hot pan, cigarette, iron, etc., being placed or dropped on a surface
- F. **Burnt on Food** - food on surfaces of stove that has been burned or baked (black or brown in appearance)
- G. **Clutter** - items not in an orderly condition such as clothes, newspaper, boxes lying around
- H. **Cobwebs** - webs caused by spiders or dust
- I. **Combustible** - material capable of burning and is easily ignited
- J. **Cuts** - made by sharp object, such as a knife, that penetrate the surface
- K. **Debris** - the scattered remains of something broken or destroyed, or items improperly discarded
- L. **Dirt** - a filthy or soiling substance, such as mud, dust or grime
- M. **Dust** - light, fine, dry particles of dirt
- N. **Flammable** - capable of being easily ignited and burning or exploding very quickly.
- O. **Flush-fitting** - fitting tightly together, no movement between parts; example, baseboard around wall
- P. **Food Spill** - food that has been dropped on surfaces
- Q. **free from** - nothing there, such as no grease, dirt, grime, etc.
- R. **Garbage** - discarded remains of food

- S. **Gouges** - grooves or holes in floor, counter tops, etc.
- T. **Grease/greasy** - oily in appearance, sticky or slippery to touch
- U. **Grime** - soot, dirt, substances embedded in a surface
- V. **Intact** - not damaged, not broken, not cracked or defaced
- W. **Normal wear and tear** - regular use (excluding abuse) which contributes to the "wearing out" of an object over its normal life expectancy
- X. **Perishables** - food that will spoil unless properly stored
- Y. **Ragged condition** - downgrades the appearance of the building
- Z. **Residue** - something that remains on a surface, such as a film or scum from soap, dirt, etc.
- AA. **Rubbish** - trash or garbage
- BB. **Scratch** - a mark that penetrates the surface
- CC. **Smudge** - excessive blurry spots or streaks
- DD. **Splatter** - drops of food, paint, etc., on surface
- EE. **Stain** - an unremovable soiled or discolored spot
- FF. **Sticky substance** - glue, food grease, honey, sugar, etc.
- GG. **Trash** - worthless or discarded non-food items
- HH. **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 which 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 1 st 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.

- B. **Special Housing Programs Include:**

- 1) **SIGNE BURCKHARDT MANOR - 2533 1st Avenue South**

This location is solely a 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.

- 2) ~~**LYNDALE 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)2) **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.

- 4)3) **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)4) **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 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~~5) 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.

~~7~~6) 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~~7) HENNEPIN COUNTY COORDINATED ENTRY: Hennepin County will make referrals from Coordinated Entry to designated units.

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

Glendale Units

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
\$919	\$1128	\$1533	\$1767

Family Housing Units (Non-Glendale)

Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
\$1128	\$1533	\$1767	\$2032	\$2297

APPENDIX G: SCHEDULE OF SECURITY DEPOSITS

Highrise Units

All Highrise Units – Regardless of Size
\$150

Glendale Units

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
\$150.00	\$150.00 <u>250.00</u>	\$200.00 <u>400.00</u>	\$250.00 <u>500.00</u>

Family Housing Units (Non-Glendale)

Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
\$300.00 <u>500.00</u>	\$350.00 <u>550.00</u>	\$400.00 <u>600.00</u>	\$400.00 <u>650.00</u>	\$400.00 <u>700.00</u>

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.

1. 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.

A. 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
Crimes Against Persons	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
	13	Arson-related offenses	All	Further Review

Crimes Against Property	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
	17	Drug offenses – Possession	Felony or Gross misdemeanor	Within 3 years of latest conviction or 1 year of release from date of screening
Crimes Against Society	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

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 [Assistant Director of Operations or 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.

2. **FURTHER REVIEW**

Applicants who have criminal histories triggering further review will be reviewed by the MPHA [Assistant Director of Operations or Manager](#) ~~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.

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:

- A. Letters from probation/parole officers, case workers, counselors, or therapists;
- B. Letters from employers, community organizations, or teachers;
- C. 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);
- D. 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.

APPENDIX I: APPLICANT 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, any 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 a copy of the audio recording and transcript to the other party at actual cost or as permitted under the Rules of Civil Procedure.
5. MPHA shall present its case first so that the issues are stated.
6. The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence.
7. The hearing is not subject to judicial rules of evidence and a hearing officer may allow hearsay evidence.
8. An attorney or another person may represent the applicant at the applicant's expense.
9. The applicant may question witnesses and present witnesses, documents and arguments to support their position and to dispute MPHA's evidence.
10. A Hearing Officer may ask questions relevant to the issues of the applicant, MPHA or any witness.
11. 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.
12. MPHA has the burden to show that the denial of admission complies with admission standards.
13. However, the applicant 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 applicant.
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 applicant within 10 working days or within a reasonable time.
17. If the applicant does not agree with the officers' decision, the applicant 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 review and overturn the decision.
19. Applicant may give written and oral argument, although such argument is not evidence.⁴ 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.

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.
5. MPHA shall present its case first so that the issues are stated.
6. The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence. The hearing is not subject to judicial rules of evidence and a hearing officer may allow hearsay evidence.
7. An attorney or another person may represent the tenant at the tenant's expense.
8. The tenant may question witnesses and present witnesses, documents, and arguments to support of their position and to dispute MPHA's evidence.
9. Hearing Officer(s) may ask questions relevant to the issues of the tenant, MPHA or any witness.
10. 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.
11. 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.
12. 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.
13. In making the decision, the Hearing Officer(s) will consult amongst themselves and may not consult with anyone else.
14. MPHA will mail a copy of the Hearing Officer(s)' decision to the tenant within 10 working days or within a reasonable time.
15. If the tenant does not agree with the officers' decision, the tenant may appeal to a court of law.
16. If MPHA does not agree with the officers' decision, it may ask the MPHA Board of Commissioners to overturn the decision.
17. 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.

APPENDIX K: REVENUE RECAPTURE HEARING RULES

1. The Hearing Officer(s) are in charge of the hearing.
2. The hearing shall be orderly. Persons exhibiting disorderly conduct may be removed from the hearing.
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 of the audio recording and transcript to the other party at actual cost or as permitted under the Rules of Civil Procedure.
5. If a former tenant asks for a reasonable accommodation in order 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.
6. 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 former tenant at the former tenant's expense.
10. 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 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.
11. The former tenant may question witnesses and present witnesses, documents, and arguments in support of their position and to dispute MPHA's evidence.
12. Hearing Officer(s) may ask questions of the former tenant, MPHA or any witness relevant to the issues.
13. The former tenant must show they are entitled to the relief sought. MPHA has the burden to show its action is justified.
14. 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.
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 former tenant within 10 working days or within a reasonable time.
17. If MPHA does not agree with the Hearing Officers' decision, it may ask the MPHA Board of Commissioners to overturn the decision.



MEMORANDUM TO: MPHA Board of Commissioners

FROM: Abdi Warsame, Executive Director/CEO

SUBJECT: Executive Director's Report, September Board Meeting

As we close out summer, the agency is nearing completion on numerous major initiatives. The first is the Family Housing Expansion Project (FHEP), which completed all its mod settings in late August, received its first certificate of occupancy weeks later, and invited local leaders to the grand opening welcoming home the first families at the end of this month. Included in the project's celebration were leaders from HUD's regional office in Chicago, who recognized the unique nature of this project.

Celebrating this moment is an incredible accomplishment for this agency and the staff who worked to deliver this innovative project. This successful project creates a blueprint for MPHA and housing authorities across the country to deliver quality, cost-effective, deeply affordable family housing.

Another major focus of the agency advanced this past month as well. Earlier in September, MPHA staff presented to the Minneapolis Board of Estimate and Taxation (BET) a five-year capital plan detailing the agency's intended uses for a \$5 million annual housing levy, in-line with the agreement reached with Mayor Frey last month. In the BET's subsequent meeting, the board voted to approve MPHA's \$5 million housing tax levy for FY24.

These plans target both preservation and new-unit production, as well as health, safety, code compliance, and quality of life improvements. All told, this plan enables MPHA to address at least \$25 million in current and upcoming capital needs while paving the way for long-term preservation of approximately 500 units. Additionally, the plan also supports the potential creation of 100+ new units and includes capital improvements targeting top concerns of MPHA residents.

I commend the BET for restoring the MPHA levy and going farther than ever before to help address the affordable housing shortage in Minneapolis. Following this vote, the final stop remains with the Minneapolis City Council to approve the levy as a part of the council's annual city budgeting process, which will wrap up in early December.

Finally, we have begun our own annual budgeting. The agency budget committee, made up of myself, the Deputy Executive Director, Chief Financial Officer, and the General Counsel, has been meeting with leaders from across the agency to hear their needs going into 2024. As is the case every year, the agency receives only a fraction of the funding it needs from HUD. It is the backdrop of chronic underfunding that the budget committee must make the tough choices about what is or is not funded next year.

Following months of presentations, meetings, and decisions, agency leaders will host budget review sessions for board members in November to provide commissioners an opportunity to hear what is being considered and ask questions. Following these informational sessions, agency leaders will present the proposed MPHA budget for 2024 to the full board for approval at its December meeting.



2024 MPHA \$5 Million Tax Levy Budget & Five-Year Capital Plan

Prepared for Board of Estimate and Taxation (September 2023)

Updated Levy Process

May

- MPHA Presented to Board of Estimate and Taxation (BET).
- MPHA Board of Commissioners passed resolution requesting use of full tax levy authority in 2024.

June

- MPHA Board of Commissioners approve one-year levy budget and five-year capital budget to target both preservation and new-unit production, as well as health, safety, code compliance, and quality of life improvements.

July

- MPHA presented one-year levy budget and five-year capital budget to Mayor Frey for consideration in City of Minneapolis' 2024 budget.

August

- MPHA and Mayor Frey agreed to include \$5 million annual housing levy in City's FY24 budget and beyond.

September

- BET to set maximum levies for City, the Municipal Building Commission, MPHA and MPRB by September 30.

October/November

- City Council Budget Committee meets throughout the fall.

December

- City Council and Mayor approve City of Minneapolis' FY24 budget, inclusive of housing levy (special district).

Minneapolis Public Housing Agency wants to bring back tax it dropped 14 years ago

The plan for a \$12 million annual levy would require signoff by mayor, City Council and tax board.

By Dave Orrick Star Tribune | MAY 9, 2023 — 5:17PM



Minneapolis Public Housing Authority

Housing Levy Budget

- MPHA's properties have extensive capital needs (~\$229M), and the agency is seeking non-federal support to address those needs by reinstating the city's housing tax levy.
- The agency has developed a one-year budget and a five-year capital plan to maximize a \$5M/year housing levy.
- These plans were developed through the lens of the agency's strategic plan and prepared with careful consideration of feedback MPHA has heard from the biggest champions of this effort – MPHA residents.
- These plans target both preservation and new unit production, as well as health, safety, code compliance, and quality of life improvements.
 - This provides MPHA the opportunity to address ~\$25M in current and upcoming capital needs while paving the way for long-term preservation for approximately 500 units.
 - The plan also supports the potential creation of 100+ new units and includes capital work targeted at top resident priorities.

MPHA ANNUAL LEVY BUDGET & FIVE YEAR PLAN – 2023-2028

August 31, 2023

PROJECT	2024	2025	2026	2027	2028
DEVELOPMENT/REDEVELOPMENT INITIATIVES					
MPHA DEV01	\$2,500,000	\$2,500,000			
MPHA DEV02	\$750,000				
MPHA DEV03	\$500,000				
MPHA DEV04			\$2,000,000		
MPHA DEV05			\$1,500,000	\$3,000,000	
MPHA DEV06					\$2,000,000
MPHA DEV07				\$500,000	\$1,000,000
CAPITAL IMPROVEMENTS					
MPHA CAP01		\$2,500,000		\$750,000	\$750,000
MPHA CAP02	\$1,250,000		\$250,000	\$250,000	\$575,000
MPHA CAP03			\$1,250,000	\$500,000	\$675,000
TOTAL	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

2024

- **Highrise Preservation & New Unit Production (MPHA DEV01)**
 - Comprehensive rehab/preservation of a 1960's era highrise that houses over 100 residents. Scope of work anticipated to address current and upcoming needs including building systems updates (plumbing, electrical, HVAC), kitchen/bath rehab, appliances and new unit finishes, window/roof replacement, and common area updates, as well as property enhancements that have an overall emphasis on livability/accessibility improvements, additional resident amenities, and addressing specific population needs; anticipates new unit production with up to 25-30 potential new units. Would include HUD conversion tools (RAD Blend), Project Based Vouchers (PBVs), 4% bonds/Low Income Housing Tax Credit (LIHTC) equity, and debt, tools and financing that also positions the property for long-term sustainability. Projected Total Development Costs (TDCs) of \$40-50M. Est. closing in 2025. **(\$2,500,000)**
- **Three-Unit Scattered Site Infill Demonstration Project (MPHA DEV02)**
 - Replacing a long-term vacant, high needs 1920's era single family scattered site home with a three-unit development with at least one fully accessible unit, in an Opportunity Area (SW). MPHA intends to pursue a Faircloth to RAD conversion for two of the three units that would generate additional ongoing federal housing assistance subsidies. **(\$750,000)**
- **Two-Unit Scattered Site Infill Demonstration Project (MPHA DEV03)**
 - Replacing a single-family scattered site home recently lost to a fire with a two-unit development featuring at least one fully accessible unit in a non-ACP50 area. MPHA intends to pursue a Faircloth to RAD conversion for one of the two units that would generate additional ongoing federal housing assistance subsidies. **(\$500,000)**
- **Highrise Elevator Modernization (MPHA CAP02)**
 - Comprehensive elevator modernization at various properties that are on average comprised of over 60% disabled and 75% elderly populations. **(\$1,250,000)**

2025

- **Highrise Preservation & New Unit Production** (*MPHA DEV01*)

- Comprehensive rehab/preservation of a 1960's era highrise that houses over 100 residents. Scope of work anticipated to address current and upcoming needs including building systems updates (plumbing, electrical, HVAC), kitchen/bath rehab, appliances and new unit finishes, window/roof replacement, and common area updates, as well as property enhancements that have an overall emphasis on livability/accessibility improvements, additional resident amenities, and addressing specific population needs; anticipates new unit production with up to 25-30 potential new units. Would include HUD conversion tools (RAD Blend), Project Based Vouchers (PBVs), 4% bonds/Low Income Housing Tax Credit (LIHTC) equity, and debt, tools and financing that also positions the property for long-term sustainability. Projected Total Development Costs (TDCs) of \$40-50M. Est. closing in 2025. **(\$2,500,000)**

- **Highrise Ventilation & Cooling Systems** (*MPHA CAP01*)

- Ventilation and cooling systems upgrades and/or replacements to improve indoor air quality/fresh air intake and in-unit cooling for resident health and safety at various highrises that are on average comprised of over 60% disabled and 65% elderly populations. **(\$2,500,000)**

2026

- **Scattered Site Infill Project** (*MPHA DEV04*)
 - Five-site, 30-unit scattered site infill/redevelopment project in non-ACP50 areas. Redevelops seven units that have a total current need of over \$200K. Leveraged with PBV support, 9% bonds/LIHTC and debt. Projected TDCs of \$17-22M. **(\$2,000,000)**
- **Highrise Preservation** (*MPHA DEV05*)
 - Comprehensive rehab/preservation of a 1960's era highrise that houses between 125-150 residents. Scope of work anticipated to address current and upcoming needs including building systems updates (plumbing, electrical, HVAC), kitchen/bath rehab, appliances and new unit finishes, window/roof replacement, and common area updates, as well as property enhancements that have an overall emphasis on livability/accessibility improvements, additional resident amenities, and addressing specific population needs. Would include HUD conversion tools (RAD Blend), Project Based Vouchers (PBVs), debt, tools and financing that also positions the property for long-term sustainability. Projected Total Development Costs (TDCs) of \$30-40M. Est. closing in 2027-2028. **(\$1,500,000)**
- **Highrise Elevator Modernization** (*MPHA CAP02*)
 - Comprehensive elevator modernization at various properties that are on average comprised of over 60% disabled and 75% elderly populations. **(\$250,000)**
- **Highrise Window Replacement** (*MPHA CAP03*)
 - Replacement of highrise building windows that have LOW-E glass, are more energy efficient, and meet current code which includes fall protection safety features. **(\$1,250,000)**

2027

- **Highrise Preservation (MPHA DEV05)**
 - Comprehensive rehab/preservation of a 1960's era highrise that houses between 125-150 residents. Scope of work anticipated to address current and upcoming needs including building systems updates (plumbing, electrical, HVAC), kitchen/bath rehab, appliances and new unit finishes, window/roof replacement, and common area updates, as well as property enhancements that have an overall emphasis on livability/accessibility improvements, additional resident amenities, and addressing specific population needs. Would include HUD conversion tools (RAD Blend), Project Based Vouchers (PBVs), debt, tools and financing that also positions the property for long-term sustainability. Projected Total Development Costs (TDCs) of \$30-40M. Est. closing in 2027-2028. **(\$3,000,000)**
- **Glendale (MPHA DEV07)**
 - Predevelopment activities including extensive resident, community, and other stakeholder engagement to shape project goals and objectives. MPHA anticipates preserving the existing number of units (184) and will explore options for new-unit creation. Initiates the path to address \$30M+ of current and future capital needs, positions the property for long-term sustainability and potentially add units in an area of opportunity. Anticipated closing on first phase: 2029. **(\$500,000)**
- **Highrise Ventilation & Cooling Systems (MPHA CAP01)**
 - Ventilation and cooling systems upgrades and/or replacements to improve indoor air quality/fresh air intake and in-unit cooling for resident health and safety at various highrises that are on average comprised of over 60% disabled and 65% elderly populations. **(\$750,000)**
- **Highrise Elevator Modernization (MPHA CAP02)**
 - Comprehensive elevator modernization at various properties that are on average comprised of over 60% disabled and 75% elderly populations. **(\$250,000)**
- **Highrise Window Replacement (MPHA CAP03)**
 - Replacement of highrise building windows that have LOW-E glass, are more energy efficient, and meet current code which includes fall protection safety features. **(\$500,000)**

2028

- **Scattered Site Infill Project** (*MPHA DEV06*)
 - Five-site, 30-unit scattered site infill/redevelopment project in non-ACP50 areas. Redevelops eight units that have a total current need of over \$225K. Leveraged with PBV support, 9% bonds/LIHTC and debt. Projected TDCs of \$17-22M. **(\$1,000,000)**
- **Glendale** (*MPHA DEV07*)
 - Continued predevelopment activities including extensive resident, community, and other stakeholder engagement to shape project goals and objectives. MPHA anticipates preserving the existing number of units (184) and will explore options for new-unit creation. Initiates the path to address \$30M+ of current and future capital needs, positions the property for long-term sustainability and potentially add units in an area of opportunity. Anticipated closing on first phase: 2029. **(\$2,000,000)**
- **Highrise Ventilation & Cooling Systems** (*MPHA CAP01*)
 - Ventilation and cooling systems upgrades and/or replacements to improve indoor air quality/fresh air intake and in-unit cooling for resident health and safety at various highrises that are on average comprised of over 60% disabled and 65% elderly populations. **(\$750,000)**
- **Highrise Elevator Modernization** (*MPHA CAP02*)
 - Comprehensive elevator modernization at various properties that are on average comprised of over 60% disabled and 75% elderly populations. **(\$575,000)**
- **Highrise Window Replacement** (*MPHA CAP03*)
 - Replacement of highrise building windows that have LOW-E glass, are more energy efficient, and meet current code which includes fall protection safety features. **(\$675,000)**

Summary

- MPHA is seeking the Minneapolis Board of Estimate and Taxation's approval of a \$5 million housing tax levy for FY24, in-line with Mayor Frey's proposal, subject to approval by the Minneapolis City Council.
- A \$5 million housing levy would cost the median Minneapolis homeowner (\$316,000 home) about \$21/year.
- Over a five-year period, a fully funded levy would deliver MPHA at least \$25M in new, direct funding.
 - This new funding would enable the agency to address current and upcoming capital needs, create leverage opportunities for additional public and private resources, pave the way for long-term preservation of ~500 units, and also supports the potential creation of 100+ new deeply affordable homes.
- Secondary objectives MPHA would also accomplish with the proposed levy spending:
 - Create new accessible units.
 - Install energy efficient/green energy technologies.
 - Create new housing for homeless/unsheltered.
 - Millions of dollars in contracted work would flow to minority- and woman-owned businesses and Section 3 low-income vendors.
- But most importantly, thousands of current and future MPHA residents stand to benefit from the proposed activities funded by a housing levy in 2024 and beyond.

MINNPOST

Mayor says Minneapolis must 'step up' to fund public housing. Does the city need to raise property taxes do that?

Public housing has largely been the federal government's role. Should Minneapolis chip in more by reviving a defunct housing tax?

By [Kyle Stokes](#) | Staff Writer



Minneapolis Public Housing Authority residents and their supporters gathered for a press conference at City Hall on Wednesday.



Questions





Monthly Performance Report

Minneapolis Public Housing Authority
Board of Commissioners
For the month ending August 31, 2023

Contents

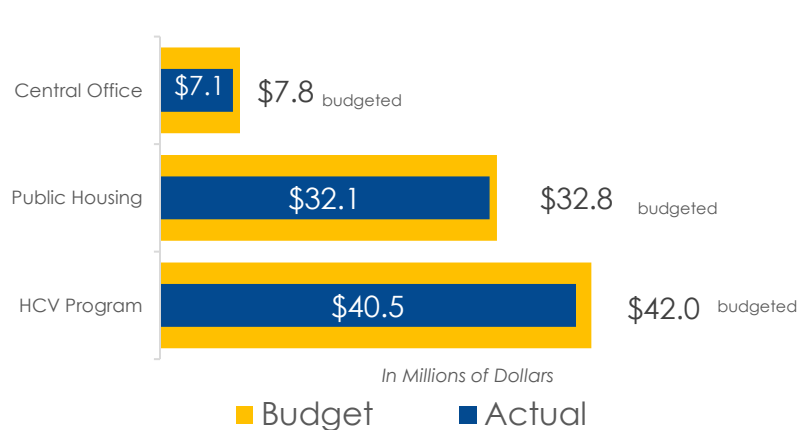
1. Financials
2. Performance of Operations
 - Public Housing Programs
 - Housing Choice Voucher Programs
3. Building Improvement and Development Projects
4. Inquiry Response and Social Media

Operating Sources and Uses

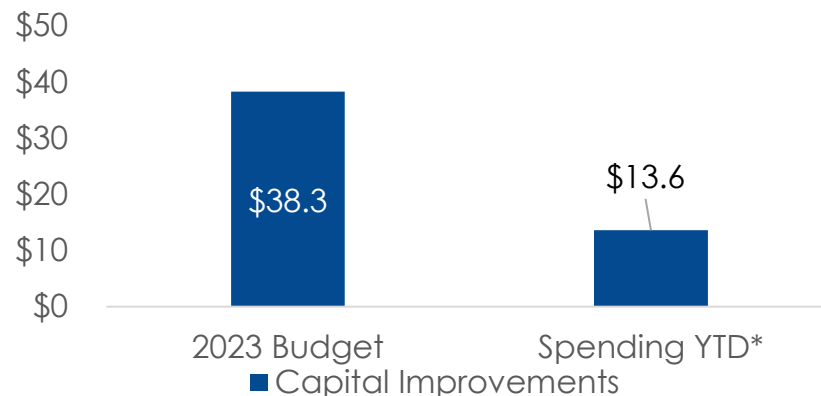
MTW Public Housing and Housing Choice Voucher (HCV) Program

Sources	YTD Budget	YTD Actual	Favorable (Unfavorable)		Variance %
			Variance		
Tenant Revenue -Rents & Other	\$ 12,265,001	\$ 12,701,170	\$	436,169	4%
Public Housing Operating Subsidy	\$ 15,529,512	\$ 15,488,072	\$	(41,440)	0%
HCV HAP Subsidy & Admin Fees	\$ 41,091,736	\$ 39,461,265	\$	(1,630,471)	-4%
Other Revenues, Fees, & Grants	\$ 1,484,320	\$ 1,648,794	\$	164,474	11%
Transfers-In	\$ 199,128	\$ 249,576	\$	50,448	25%
Total Sources	\$ 70,569,697	\$ 69,548,877	\$	(1,020,820)	-1%
Uses					
Public Housing Operations	\$ 32,826,971	\$ 32,116,298	\$	710,673	2%
Housing Choice Vouchers	\$ 39,036,128	\$ 37,482,988	\$	1,553,140	4%
MTW Initiatives and Other Services	\$ 206,808	\$ 41,397	\$	165,411	80%
Total Uses	\$ 72,069,907	\$ 69,640,683	\$	2,429,224	3%
Net Sources/(Uses)	\$ (1,500,210)	\$ (91,806)	\$	1,408,404	94%

Year to Date (YTD) Expenses



MTW Capital Fund Program

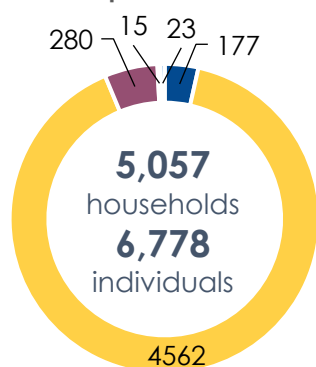


*An additional \$18.4 million is under obligation for capital projects YTD

Public Housing Programs



Occupied Units*

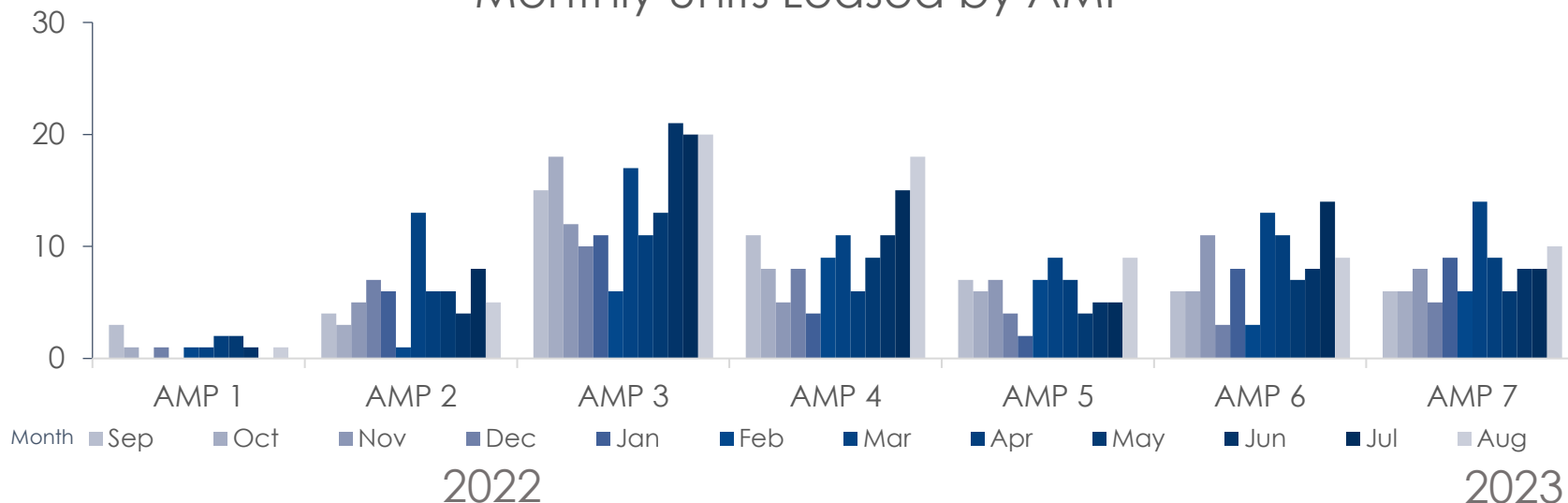


- Glendale
- MHOP
- Scattered Sites
- Highrise
- Minnehaha Townhomes

72
new units leased
during month

97%
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.

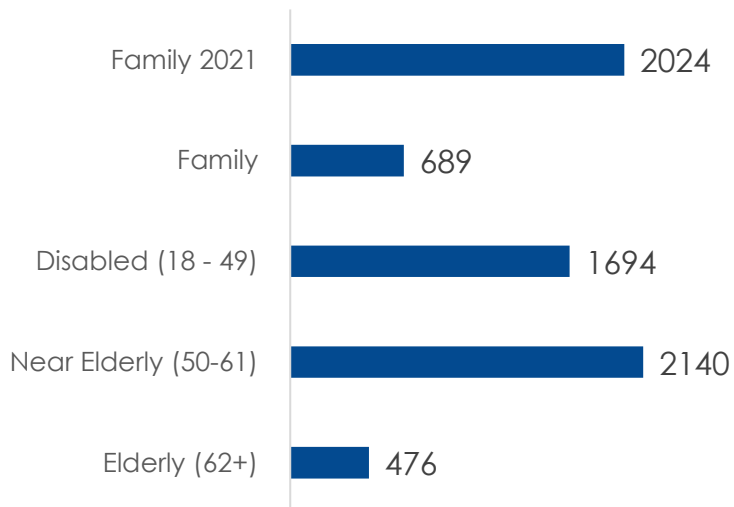
**Metropolitan Housing Opportunities Program (Hollman consent decree units owned and operated by third-parties)

Public Housing Programs

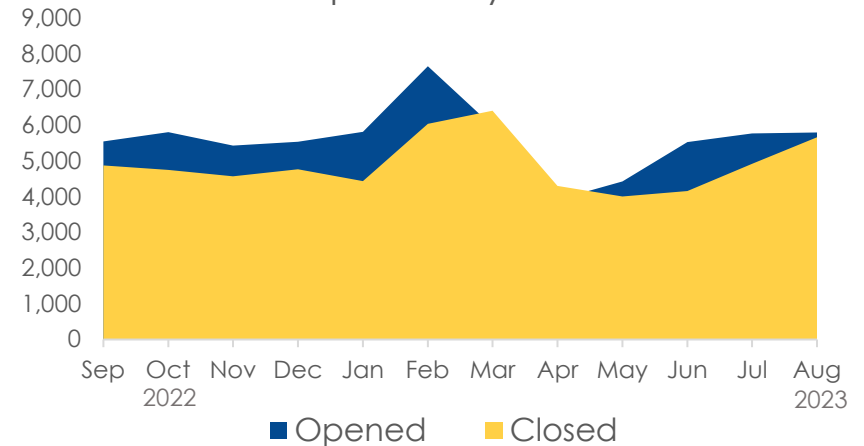


Reason for Vacating Unit	Count
Death	9
Moving in with or closer to Family	6
Found Alternative Housing	5
Evicted - Non Payment	4
Dislike Unit	3
Illness	2
Moving Out of Town	2
Other	2
To Nursing Home	2
Mutual Agreement	1
Mutual Termination	1
Evicted - Criminal Acts	1

Applicants on Waiting List



Work Orders Opened and Completed by Month

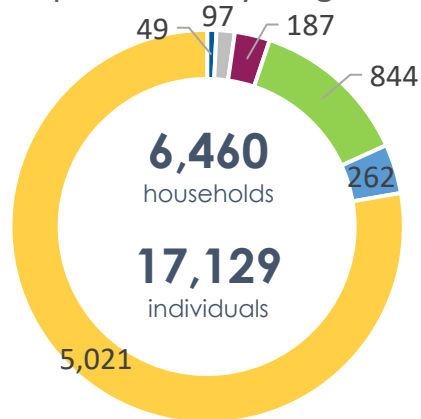


Goal	Total Completed	% Completed within Goal	Average Days Open
Emergency: 24 Hours	113	83%	0
Urgent: 1 Day	919	83%	1
After Hours Non-Emergency: 2 Days	5	100%	0
Important: 3 Days	979	73%	3
Routine: 10 Days	495	85%	4
Non-Routine: 20 Days	700	87%	6
Pest Control	861	100%	10

Housing Choice Voucher Programs



People Served by Program*



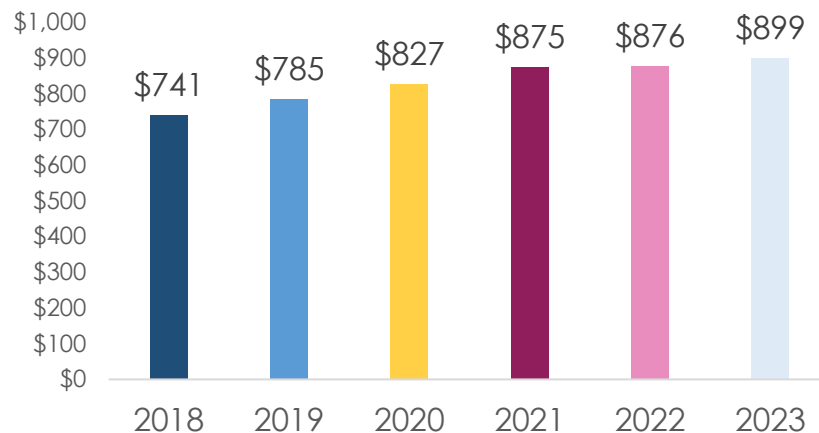
■ Sponsor-Based
■ Mod Rehab
■ FUP and VASH

Family Unification Program and
Veterans Affairs Supportive
Housing

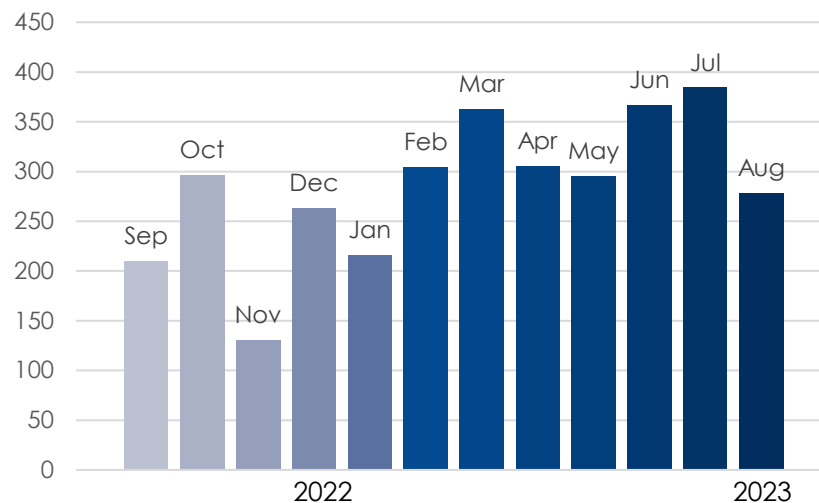
■ Stable Homes Stable Schools
■ Project-Based
■ Tenant-Based

*Including port-ins and port-outs

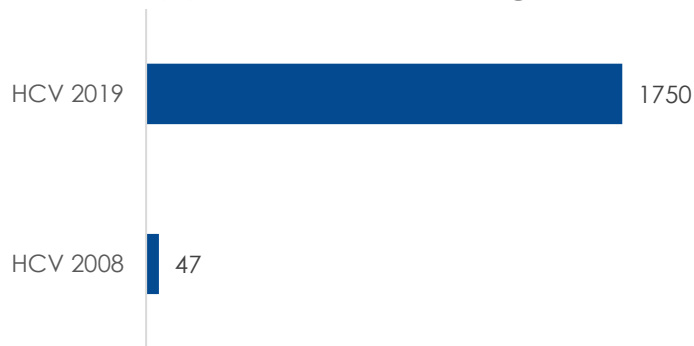
Average Housing Assistance
Payment per Unit, Year to Date



Annual Inspections Conducted



Applicants on Waiting List



Building Improvement Projects - Planning

ADDRESS	DESCRIPTION OF WORK	STATUS
CHR scattered site units	City-funded interior & exterior improvements	Planning
1515 Park Avenue South	Fire alarm system replacement	Awarding contract
314 Hennepin & Hiawatha Towers	Main electrical switch gear & generator replacement	Bidding
800 5 th Avenue North	Window replacement	Planning
2121 Minnehaha Avenue	Window replacement	Planning
1415 East 22 nd Street	Roof replacement	Awarding contract
Multiple highrises	Façade repairs	Bidding/Awarding Contracts
Fifth Avenues & 2121 Minnehaha	Apartment entry door replacement	Awarding contracts
Glendale Townhomes	Parking lots/sidewalks, soffit/fascia/gutters, partial roofing replacement	Planning
Multiple highrises	Priority camera installations	Bidding
1314 44 th Avenue North & 600 18 th Avenue North	Elevator modernization	Awarding contract
1015 N 4 th Street	Generator upgrades	Bidding
1710 Plymouth Avenue North	Shower replacement	Bidding
Multiple highrises	HVAC equipment replacements	Planning
Multiple highrises	Sidewalk/parking lot upgrades	Bidding

Development Projects - Planning

ADDRESS	DESCRIPTION OF WORK	STATUS
Scattered Sites	Redevelopment/densification of two sites; FTR pilots	Planning
Franklin Towers or Spring Manor – TBD	Conversion, preservation & new unit production	Planning/due diligence
Heritage Park - 440 MBS-owned units	Conversion & recapitalization	Planning

Building Improvement Projects - Active

ADDRESS	DESCRIPTION OF WORK	STATUS
CHR units – various scattered sites	2023 improvements: unit modernization at turn	Ongoing
Multiple highrises – remaining 9 sites	Fire sprinkler system installation	Under contract; fall 2023 start
3116 Oliver & 616 Washington St NE	Elevator modernization	Under contract; late 2023 start
1627 South 6 th Street	Apartment bathroom flooring replacement	Under contract; fall 2023 start
1707 3 rd Avenue South	Façade restoration & window replacement	Under contract: fall 2023 start
Cedars highrises	Window replacement and exterior façade repairs	Phase III of III underway
Multiple highrises	Fire sprinkler system installation	Underway; timeline/status varies by site
1301 Bryant Avenue North	Site security upgrades	Underway
Multiple sites	2022 security improvements	Substantially complete
1515 Park/1920 4 th /1710 Plymouth/710 2 nd	Main electrical switch gear & generator replacement	Preliminary site work underway

Development Projects - Active

ADDRESS	DESCRIPTION OF WORK	STATUS
Family Housing Expansion Project	Development of 84 new family housing units across 16 sites	Under construction

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	Complete	Apr-Nov 2022
2728 E Franklin St	151	\$1,200,000	MPHA Capital	Complete	Sept '22-Jan '23
Horn Towers	491	\$3,445,000	MPHA Capital	Complete	Jan '22-Jun '23
630 Cedar Ave S	190	\$1,592,000	MPHA Capital/City/State	Complete	May '22-Jan '23
2121 Minnehaha Ave	110	\$888,000	MPHA Capital/City/State	Complete	July-Dec 2022
1627 S 6 th St	116	\$868,000	MPHA Capital/City/State	Complete	Dec '22-Sept '23
600 18 th Ave N	239	\$2,450,000	MPHA Capital/City/State	Under Construction	Nov '22-Oct '23
1314 44 th Ave N	220	\$10,000,000*	MPHA Capital	Complete	Apr '22-May'23
Hiawatha Towers	281	\$2,100,000	MPHA Capital	Under Construction	Dec '22-Oct '23
314 Hennepin Ave	299	\$2,425,000	MPHA Capital/City	Under Construction	Dec '22-Oct '23
2415 N 3 rd St	62	\$505,000	MPHA Capital/EDI Grant	Contract Awarded	Nov '23-Oct'24
1710 Plymouth Ave N	84	\$740,000	MPHA Capital/EDI Grant	Contract Awarded	Nov '23-Oct'24
3116 Oliver Ave N	31	\$370,000	MPHA Capital/EDI Grant	Contract Awarded	Nov '23-Oct'24
710 2 nd St NE	35	\$370,000	MPHA Capital/EDI Grant	Contract Awarded	Nov '23-Oct'24
616 Washington St NE	35	\$395,000	MPHA Capital/EDI Grant	Contract Awarded	Nov '23-Oct'24
809 Spring St NE	32	\$375,000	MPHA Capital/City	Contract Awarded	Oct '23-Feb '24
1900 3 rd St NE	32	\$410,000	MPHA Capital/City	Contract Awarded	Oct '23-Feb '24
3205 E 37 th St	28	\$355,000	MPHA Capital/City	Contract Awarded	Oct '23-Feb '24
3755 Snelling Ave S	28	\$355,000	MPHA Capital/City	Contract Awarded	Oct '23-Feb '24

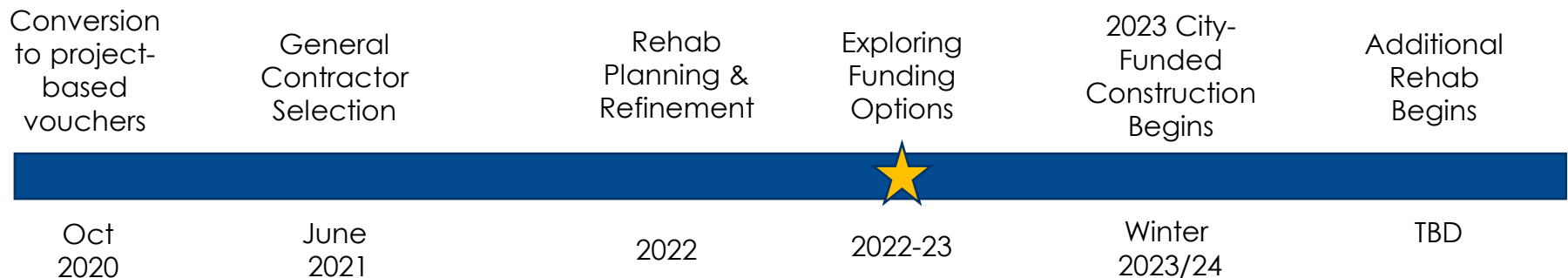
*Budget reflects costs of comprehensive building modernization project of which fire suppression is included

Scattered Site Rehab



- Conversion to project-based vouchers occurred on October 1st
- Will support investments in deferred maintenance and ongoing unit needs
- Mayor's 2023 budget includes \$3.5M for property repairs
- Received notice of \$5M state grant for CHR repairs via the housing budget bill adopted in May 2023

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
- **Construction began 11/30/22**
- **Mods set at all 16 sites as of end of August 2023**
- **First Certificate of Occupancy anticipated end of September 2023**

Construction Timeline (subject to change)



Inquiry Response and Social Media



MPHA on Facebook

Top Performing Post (1,302 views)

Today, Minneapolis Mayor Jacob Frey, Andrea Jenkins - Ward 8 City Council President, MPHA Executive Director and CEO Abdi Warsame, and MPHA resident leaders announced a new, long-term funding agreement between MPHA and the City of Minneapolis.

This new agreement proposes to send MPHA \$5 million annually to support the agency's preservation and production activities. This is five times the city's current \$1 million ongoing funding support to MPHA's capital improvements and p... See more



10

Posts for the Month

34

New Followers



MPHA on Twitter

Top Tweet (818 views)

Last week, MPHA's Family Housing Expansion Project hit a major construction milestone: setting the final mod of the 126 that make up the project. Watch the nation-leading project take shape in this video by SuperBird Studios & @skycandystudios:



youtube.com

Minneapolis Public Housing Authority Hits Major Mileston...
Minneapolis Public Housing Authority (MPHA) achieved a major construction milestone in its nation-leading Family ...



10

Tweets for the Month

3

New Followers

August 2023

MPHA Hits Major Milestone in 84-unit Family Housing Expansion Project

In August, MPHA achieved a major construction milestone in its nation-leading Family Housing Expansion Project (FHEP), setting the final of the 126 Minnesota-made modules that comprise the 16-building project. Modular construction allows for work at multiple sites at the same time, so while the last site began joining the modules together, earlier sites are in the final stages of completion.



Minneapolis BET Approves \$5 Million Housing Levy for 2024, Moves to City Council

On September 20, the Minneapolis Board of Estimate (BET) voted to approve a \$5 million MPHA housing tax levy for Fiscal Year 2024, in line with the long-term funding agreement announced last month. Last week, MPHA staff presented to the BET a five-year capital plan detailing the agency's intended uses for a \$5 million annual housing levy and answered a variety of questions on the plan.

These plans target both preservation and new-unit production, as well as health, safety, code compliance, and quality of life improvements. All told, this plan enables MPHA to address at least \$25 million in current and upcoming capital needs while paving the way for long-term preservation of approximately 500 units. Additionally, the plan also supports the potential creation of 100+ new units and includes capital improvements targeting top concerns of MPHA residents.

"To put in context how significant this new funding is, MPHA received about \$20 million from HUD in 2022 to support the agency's capital improvement work. This new, annual funding proposed by Mayor Frey and now approved by the BET provides the agency with a 25 percent boost to annual capital funding. At a time where communities across the state are struggling to deliver affordable housing, Minneapolis leaders are making historic investments to preserve and produce the deeply affordable housing our city—and region—desperately needs," said Abdi Warsame, Executive Director/CEO of the Minneapolis Public Housing Authority.

With this new \$5 million housing levy from the City of Minneapolis, the agency gets one step closer to closing the funding gap to the resources it needs. This new agreement also provides the certainty that the City of Minneapolis is committed to partnering with MPHA as the agency seeks to build new and expanded partnerships across the state and region to help house Minneapolis' most vulnerable populations.



MPHA News Clips – September Board of Commissioners Meeting

[Former Minneapolis Police Chief reflects on 30-plus years of public service \(Minnesota Spokesman Reporter\)](#)

By James L. Stroud Jr
August 23, 2023

“To Protect with Courage, To Serve with Compassion!” –MPD motto

In 1989, former Minneapolis Police Chief Medaria Arradondo, affectionately referred to by his family and friends as “Rondo,” became a rookie Minneapolis police officer. In 2007, he and four other African American officers sued the MPD, alleging discrimination in promotions, pay and discipline. The lawsuit was settled by the city, and in 2012, Arradondo was promoted to head of Internal Affairs, the unit responsible for investigating officer misconduct.

Over the next few years, Arradondo gradually moved up the ranks to deputy chief of police. In 2017, Arradondo made history when he became the first Black police officer to be named chief of the Minneapolis Police Department (MPD). It was a role he served in until he retired in January 2022, after 32 years in law enforcement.

Since then, he has remained largely out of public sight, save for his appointment earlier this year to the Minneapolis Public Housing Authority’s Board of Commissioners.

Arradondo’s biggest challenge came in 2020 with the murder of George Floyd by White police officer Derek Chauvin and the ensuing unrest in Minneapolis and protests around the world. Arradondo immediately fired the officers involved as well as Chauvin, but he became the public face in news conferences—along with Mayor Jacob Frey—and afterward, during the Chauvin trial, of police brutality and racial injustice, and the need for police reform.

Recently, the Department of Justice released its findings, which covered the period under former Chief Arradondo’s leadership. Among the troubling findings was that “MPD officers stopped Black and Native American people six times more often than White people, and stopped collecting racial data for the people they stopped after May 25, 2020.”

With that as the backdrop, MSR recently spoke with former chief Arradondo (MA) about his career in law enforcement, working in the very community where he grew up. The interview took place over several days and included some very pointed questions, to which former chief Arradondo gave some somewhat guarded answers.

MSR: Now that you are retired, tell me what comes to mind as you reflect on your 30-plus years with the Minneapolis Police Department?



MA: Man, I would say, you know, the biggest thing was just the people. I am a product born and raised in the community. It was just a blessing and an honor to serve a city that has given me so much. It is the same community that I grew up in and went to Minneapolis public schools and I knew my neighbors.

MSR: Did you ever encounter any dangerous situations, like shootouts?

MA: I would have to say that in my 32 years I witnessed more good things than anything else. You know “we,” the big collective—meaning Minneapolitans—whether you are from the North Side or the South Side, you know we come together in times of need. And that is a part of our collective spirit. Whether you grew up knowing the Jenkins, the Thomas or Robinson family, that is who we are to our core. When I look back, I see all the good this city had.

MSR: What are those things you regret that you were unable to accomplish during your tenure as MPD chief?

MA: Every leader knows that you are always dealing with a finite [time] period. You know, I used to always say that my two biggest challenges as chief were timing and communications. Timing, meaning that people on the inside of the organization say, “You know Rondo, you are moving too fast.” And for the people on the outside, they were saying, “Rondo, you are moving too slow.” So you only have a finite period.

MSR: Given that you had a finite time period, how long were you chief?

MA: From 2017 to 2022. And so, yes there is always going to be something at the end of the day that you did not complete, that project that you wish you would have been able to finish. But you stay focused. You stay committed. You stay determined, and you do the best that you can.

You also try to make sure you surround yourself with people who you know you can hand off the baton. You also must realize that the work is never going to be complete in your term. It is always evolving and it’s always growing.

MSR: Okay, I’ll ask you this way. What if everyone from the mayor, fellow officers, and the police union agreed to give full support for anything you wanted to do just before you retired. What would it be?

MA: I’m all about hope. I’m all about doing what I can to instill hope. If I had the total support for all invested stakeholders, it would be to create tables for young people in our community. So that we could build ongoing relationships, specifically with the police department. These tables would involve listening, meaning the adults. Yep, asking young people for creative solutions to the issues with which they are dealing.



I have often said that the greatest gift our young people can give police departments is the benefit of the doubt. Just enough of a relationship with a connection to them, such that even when terrible things happen, or even when challenging things happen, they will at least pause to give you the benefit of the doubt, to resolve this, because they learned to count on us.

MSR: As Minneapolis' first Black police chief, what was it like to be caught between an angry Black community and a police department that became a symbol of racism and police brutality with the murder of George Floyd?

MA: For me growing up in this community, I had a particularly good understanding of years of grievances and trauma that our Black community has experienced. So, I do not believe there is one thing. It has been historical. So, in that sense, I had a particularly good understanding of the cumulative experiences.

These are issues and concerns that I was not just privy to or started to work on in 2017, when I became chief. There are things and stories that I experienced as a kid growing up in Minneapolis, even as an officer working towards how we best resolve those things.

For me, any anger was not [directed at] me. [It was] just one flashpoint. It was this cumulative experience and historical trauma, even generationally. I also think that because of being a child and a product of Minneapolis, that helped me to listen better and build alliances to navigate the best that I could, in terms of a public safety standpoint, to get us to a place of dialogue and healing.

Minneapolis Police Chief Medaria Arradondo, at the trial of Derek Chauvin, who was charged with killing George Floyd.

MSR: Do you feel that the murder of George Floyd will define your history as the MPD police chief?

MA: I think that history and time will determine how I am defined in law enforcement, for 32 years and as chief for five of those years.

MSR: How do you think your MPD career will be judged?

MA: That is something I have no control over. When you are doing the job, you don't have the time or luxury to take an extended pause to ask, "How will I be judged about this moment?" Things are moving in real-time, and you have a responsibility to manage the safety of the city. No leader gets to choose a crisis. But you do get to pick how you manage it.

MSR: Why did you decide to walk away from your role as police chief? Did it have anything to do with the George Floyd murder?



MA: Just for clarity, George Floyd was murdered on May 25, 2020, and my official last day was January 15, 2022. So obviously, it was a year and a half later. It was just time to move on after 32 years. I'm a firm believer that we should always have fresh new ideas.

MSR: Do you think police reform within the MPD is possible?

MA: Absolutely, I believe transformational change can occur, but I think it will have its greatest success when it is a collaborative relationship between both police and community. We serve the people.

MSR: What have you been doing since retirement from the MPD?

MA: I'm honored and proud to be a part of the Minneapolis Public Housing Authority Board). MPHA and its residents are near and dear to me. As a young officer, I worked with the MPHA enforcement team. During that time, we were trying to deal with problems caused when the crack cocaine epidemic hit hard. There were issues where people were taking advantage of the residents of public housing and making it difficult for families to live there. I'm doing some work again with the MPHA board now, and it is very rewarding.

I am also a part of The Fentanyl Free Coalition in Minneapolis. It is a group of individuals focused on saving lives. We are trying to bring educational awareness and prevention, regarding the heavy toll that fentanyl overdose deaths have caused in our communities.

###



[Minneapolis Public Housing Authority hits milestone in 16-building affordable-housing plan \(RE Journal\)](#)

By RE Journal Staff
September 1, 2023

The Minneapolis Public Housing Authority (MPHA) achieved a major construction milestone in its nation-leading Family Housing Expansion Project (FHEP), setting the final of the 126 Minnesota-made modules that comprise the 16-building project. Modular construction allows for work at multiple sites simultaneously, so while the last site began joining the modules together, earlier sites are in the final stages of completion.

Building 84 new, deeply affordable family homes in 16 “missing middle” apartment buildings across Minneapolis, FHEP is MPHA’s largest new construction project in more than two decades. The project includes 26 two-bedroom and 58 three-bedroom homes assembled in small buildings containing four or six units. All units will be available to households at or below 30% of the area median income (AMI) and include 16 units accessible to residents with disabilities, as well as 17 units for high-priority homeless households with services funded through Hennepin County’s Coordinated Entry program.

Most sites are located near transit, green space and trail systems and include access to employment opportunities, schools and commercial areas. The agency projects the development to serve as many as 420 low-income families over the next 30 years.

“We are excited to reach this important milestone in this first-of-its-kind project,” said Abdi Warsame, Executive Director/CEO of the Minneapolis Public Housing Authority. “In partnership with RISE Modular and Frerichs Construction, MPHA is moving quickly and efficiently to deliver 84 new, desperately needed, deeply affordable family homes to Minneapolis. We are thrilled with how the project has progressed and are focused on welcoming our first families home in September.”

Projected to be completed within 13 months after its financial closing, FHEP includes several innovations that make it different from a typical housing development. Building 84 units on 16 sites is a highly unusual approach that provides families with housing options they can afford in many different neighborhoods. Using a modular construction approach has resulted in less noise and fewer neighborhood disruptions at each site while delivering the project 30 percent faster than would have been possible with a conventional construction approach.

“Urban infill developments in well-established residential neighborhoods always offer special challenges,” said Christian Lawrence, founder and CEO of RISE Modular. “Utilizing volumetric modular, our crews erected entire buildings on each site within a couple of days, making it a much more pleasant experience for the neighbors and a faster delivery for MPHA and its families. The economies of scale modular provides means real cost savings with superior quality, which is important to a long-term owner like the MPHA.”



A volumetric modular delivery allows for concurrent onsite and offsite construction activities. Frerichs Construction has all the construction trades working at once on various stages of construction, with 150 tradespeople spread throughout the city. While some MPHA sites recently completed mod-set, others are on the final punch list and receiving certificates of occupancy while waiting to welcome families home. This unique process allows MPHA to house residents much sooner than a traditionally built project. Family move-ins are estimated to begin in September, with the final units estimated to be ready to welcome new families in December.

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Some small drops in the bucket (Southside Pride)

By Elina Kolstad

September 6, 2023

There are encouraging signs on the affordable housing front. On Aug. 10, the city of Minneapolis agreed to send \$5 million annually to the Minneapolis Public Housing Authority (MPHA), a fivefold increase of the current funding level, for the preservation and production of affordable housing units. This is wonderful news, but the agency has a \$229 million backlog in needs that will be difficult to address even with the increased funding. Meanwhile, in June, the state of Minnesota paid off the \$377 million bond debt for the completely necessary U.S. Bank stadium, with the understanding that there will still be millions of dollars in operating costs going forward.

Two new affordable housing units are under construction in Seward that are part of a push to build scattered site four- and six-plexes throughout the city. When I wrote about this plan in November of 2021, the expectation was that these units would be built in 2022, but better late than never.

And we still have a serious crisis of the unhoused. We are still years away from being able to provide enough public housing even at the increased rate of funding, if we are able to catch up to our backlog created by years of underfunding and inaction. We need solutions for those in need of shelter now. The city has instead focused on a policy of traumatic encampment demolitions and fencing off large swaths of green spaces, because nothing says successful, top-tier city like a bunch of tall chain link fences.

There is, admittedly, an ugliness to the encampments. But it's not the ugliness of the people, the makeshift shelters, the increased litter and drug paraphernalia, or the crime and drug use that follows in their wake. The ugliness is our own selfishness reflected back at us. It is a physical manifestation of the ugliness of a culture that cannot see the humanity in the people suffering in front of us. Perhaps we could use that stadium our tax dollars funded, and just fully paid off, as an emergency shelter until we can get enough housing built.

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[Largest Minneapolis Public Housing Authority project in decades nears completion \(Star Tribune\)](#)

By Hannah Ward

September 10, 2023

The Minneapolis Public Housing Authority's largest new construction project in two decades is nearing completion with families set to move into new affordable housing as soon as late September.

The \$47 million Family Housing Expansion Project comprises 84 two- and three-bedroom units in 16 small apartment buildings spread across the city. Completing the entire project is expected to take just over one year, because much of the construction took place off site. The project used modular building, in which 126 "modules" were constructed and then pieced together in a process MPHA officials said made the entire effort faster and less disruptive than traditional construction.

Eighty-four of the new homes, located in neighborhoods in south, north and northeast Minneapolis, will be available for families at or below 30% of the area median income. The MPHA estimates that all residents will be able to move in by December.

"We are excited to reach this important milestone in this first-of-its-kind project," Abdi Warsame, MPHA executive director, wrote in a news release announcing the project's final phase. "We are thrilled with how the project has progressed and are focused on welcoming our first families home in September."

Each of the 16 buildings will house four to six families. Modules are 15 1/2 feet by 72 feet, and have space for two- to three-bedroom homes.

The buildings are located across neighborhoods in the south, north and northeast of the city.

The housing project used modules manufactured by RISE Modular. Building with this method allows for construction to happen onsite and offsite. Modules are constructed away from the neighborhoods, meaning less noise and disruption, then assembled at the location.

"Urban infill developments in well-established residential neighborhoods always offer special challenges. ... Our crews erected entire buildings on each site within a couple of days, making it a much more pleasant experience for the neighbors and a faster delivery for MPHA and its families," Christian Lawrence, RISE Modular CEO said in the release.

The MPHA projects the development will house as many as 420 low-income families over the next 30 years.

The project's buildings include multiple units but are smaller than most apartment buildings. Building out instead of up means more roof surface area for solar panels, which the MPHA estimates will cover roughly 30% of electrical consumption in the homes.



Each building has a 22.6 kW system, and renewable energy used by all units is equivalent to around 335,000 pounds of coal in a year, according to the MPHA.

Sixteen of the housing units are accessible for people with disabilities, and 17 homes are for high-priority homeless households with services funded through Hennepin County's Coordinated Entry program. Most locations are close to transit, employment opportunities and schools, the agency said.

MPHA officials said locating smaller apartment buildings around the city, rather than concentrating the construction in one location, provides low-income residents with the opportunity to access affordable housing in different neighborhoods.

"This type of housing in established residential neighborhoods provides a solid foundation for upward mobility," said Brian Schaffer, assistant director of planning and development for MPHA.

Funding for the project came from loans and grants through the U.S. Bank Community Development Corporation, the Minneapolis Public Housing Authority, Citi Community Capital, other organizations and Minneapolis.

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[City Council approves multiple affordable housing funding streams \(Southwest Voices\)](#)

By Melody Hoffmann

September 13, 2023

It's been a good week for affordable housing projects in Minneapolis. Last week, City Council approved funding for the following affordable housing initiatives: An agreement with Minneapolis Public Housing Authority for rehabilitation and redevelopment of various properties, \$11 million in financial assistance from Hennepin County Housing and Redevelopment Authority for 15 Minneapolis affordable housing projects, and approval of an emergency uses grant for winter sheltering and "rapid rehousing."

The Minneapolis Public Housing Authority also announced it's almost done building its 16 new 4-and-6 plexes using modular construction. Those 16 buildings took single-family homes or duplexes and turned them into 4 or 6-plexes. The Housing Authority made a video showcasing what modular construction looks like. One of the buildings is located near 50th and Penn Ave. S.

Another brand-new modular apartment building was constructed this spring next to La Doña in Bryn Mawr, but was not a house conversion. Modular housing construction is done off-site which quickens the construction time and lessens construction costs.

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[Making the Case \(Affordable Housing News\)](#)

By Affordable Housing News staff

September 21, 2023

The Minneapolis Public Housing Authority (MPHA) is the largest PHA in the state of Minnesota, serving around 28,000 residents, or around 5 percent of the city's population. It's also among the country's most innovative, being one of 39 agencies with HUD Moving to Work (MTW) designation. These are two statuses the authority does not take lightly. Over the past few years in particular, MPHA has leveraged as many innovative strategies as possible to take a proactive approach to providing affordable housing to Minneapolis residents.

Today, MPHA owns and operates nearly 6,000 affordable units located within 42 high-rise buildings across the city and with more than 700 scattered-site deeply affordable family homes—with plans to expand this portfolio for greater housing opportunity. Additionally, MPHA is responsible for administering 7,200 Section 8 vouchers, benefitting nearly 18,500 people.

All of these efforts combine toward a singular goal: to promote and deliver quality, well-managed homes to low-income families and seniors. Leading the charge in this mission is Abdi Warsame, MPHA Executive Director and CEO. Warsame took the helm in March 2020, at almost the exact time the COVID-19 pandemic wracked the nation. After navigating such a difficult period—particularly for affordable housing professionals and residents—Warsame is ready to lead MPHA into a brighter future.

The Four Ps

MPHA's current guiding light is its 2023-2027 Strategic Vision and Capital Plan. The plan outlines six key goals, including providing and preserving deeply affordable and high-quality housing for families and high-rise residents; increasing the supply of deeply affordable housing by 150 units per year; and expanding partnerships with government officials and agencies. MPHA is leveraging four priorities, called the "Four Ps"—People, Preservation, Production and Partnership—that, together, will help it achieve its goals.

The strategic plan is also designed to help MPHA combat some of its most pressing challenges, namely the chronic lack of funding available for public housing. Warsame and MPHA believe that public housing is critical city infrastructure, just like parks and schools, but it has not been given the same financial attention required to maintain it.

"The challenge is the disinvestment of public housing [over] the last 30 years from the federal government. That has been a big challenge that has caused a capital backlog that's estimated to be around \$210 million...." Warsame says. "How do we maintain this key, precious infrastructure that we have and serve the population that we serve, while at the same time adding to it?"



MPHA has begun turning to innovative funding mechanisms in order to preserve and produce the deeply affordable housing the city needs. Last year, the authority celebrated the completion the Elliot Twins, a RAD/LIHTC conversion and rehabilitation of two high-rise towers. MPHA preserved the buildings, which date back to 1961, with system upgrades, energy-efficient additions, expanded community amenities and refurbishments within 174 units. The \$27 million deal also included a new 6,200 square-foot community link on the ground floor as well as the addition of 10 fully accessible units for disabled residents. The renovation began during the pandemic, and Warsame is extremely proud of the agency's accomplishment. The agency even welcomed U.S. Department of Housing and Urban Development Secretary Marcia Fudge last year who lauded the project as a nationwide model for success.

Last year, MPHA also closed on a development effort that will add 84 new units to its scattered site Family Housing portfolio. The upcoming Family Housing Expansion Project (FHEP) will produce fourplex and sixplex modular homes on 16 sites across Minneapolis and is estimated to serve an additional 420 families over the next 30 years. For a program with a waitlist of nearly 7,500 this addition is mission critical.

Various funding mechanisms have made the FHEP possible, including \$19.9 million in LIHTC equity as well as a \$25 million construction loan via Housing Revenue Bonds from U.S. Bancorp Impact Finance; \$4.6 million in federal ARPA dollars awarded from the City of Minneapolis; and a \$500,000 award of Hennepin County's Affordable Housing Development Accelerator fund, among others.

Telling the Story

The progress MPHA is already making on its strategic plan is exemplary of the drive its staff has to execute those Four Ps—especially partnerships. Warsame and his team have truly rallied behind their mission to appeal the City, State and others for additional funding to support public housing. Recent efforts have landed MPHA an unprecedented \$4.9 million from the City of Minneapolis as well as a \$5 million cash grant from the Minnesota Legislature. The agency is now pushing for a fully funded housing levy that could produce a further \$12 million annually.

"We're making inroads," Warsame says. "We've met all the elected officials that impact our agency—every single one of them—whether they're county level, state level, city council level, the mayor, the governor's office. And we've made the case for our agency, the great work that we do, but also the case for deeply affordable public housing across the state."

By being proactive in building relationships, MPHA has made clear who it serves, what the needs are and how the agency can get there. Continuing to get their story out has built respect for public housing and brought Minneapolis together under a common vision.

"It's just telling our story. Highlighting the people that we serve and how valuable they are to us and to



the city of Minneapolis,” Warsame says. “These are our seniors, our veterans, people of color, Black families with small children. And in many ways, they reflect the recent past of the city but also the future of the city of Minneapolis.”

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