

PHA Plans
Streamlined Annual
Version

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

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined Annual PHA Plan
for Fiscal Year: 2007 (MPHA FY2008)
PHA Name:



Minneapolis Public Housing Authority
1001 Washington Avenue North
Minneapolis, MN 55401

Cora McCorvey, Executive Director

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.

Streamlined Annual PHA Plan Agency Identification

PHA Name: Minneapolis Public Housing Authority **PHA Number:** MN002

PHA Fiscal Year Beginning: (mm/yyyy) 10/2007

PHA Programs Administered:

Public Housing and Section 8 **Section 8 Only** **Public Housing Only**
Number of public housing units: Number of S8 units: Number of public housing units:
Number of S8 units:

PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

PHA Plan Contact Information:

Name: Bob Boyd Phone: (612) 342-1437
TDD: (612) 342-1415 Email (if available): bboyd@mplspha.org

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)

PHA's main administrative office PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. Yes No.

If yes, select all that apply:

Main administrative office of the PHA
 PHA development management offices
 Main administrative office of the local, county or State government
 Public library PHA website Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

Main business office of the PHA PHA development management offices
 Other: **Website (www.mphaonline.org) as appropriate.**

Streamlined Annual PHA Plan
Fiscal Year 2007
[24 CFR Part 903.12(c)]

Table of Contents

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS

- 1. Site-Based Waiting List Policies – *Page 4*
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
- 2. Capital Improvement Needs – *Page 5*
903.7(g) Statement of Capital Improvements Needed
- 3. Section 8(y) Homeownership – *Page 6*
903.7(k)(1)(i) Statement of Homeownership Programs
- 4. Project-Based Voucher Programs – *Page 8*
- 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan. – *Page 9*
- 6. Supporting Documents Available for Review – *Page 10*
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- 8. Capital Fund Program 5-Year Action Plan

Attachments to the Plan

mn002a02 – Asset Management Policy
mn002b02 – Limited English Proficiency Plan
mn002c02 – Reasonable Accommodation Policy
mn002d02 – Violence Against Women Act Policy
mn002e02 – Agency Plan Comments & Responses

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

Form HUD-50070, *Certification for a Drug-Free Workplace;*

Form HUD-50071, *Certification of Payments to Influence Federal Transactions;* and

Form SF-LLL & SF-LLL a, *Disclosure of Lobbying Activities.*

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B. - *No*

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4. Yes No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

2. Capital Improvement Needs

[24 CFR Part 903.12 (c), 903.7 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Capital Fund Program

1. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. Yes No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
2. Status of HOPE VI revitalization grant(s): *The new building is 100% completed and occupied with 102 – 1 bedroom units and assisted living services. DOFA in 2006.*

HOPE VI Revitalization Grant Status	
a. Development Name:	Heritage Commons at Pond's Edge
b. Development Number:	2-50
c. Status of Grant:	
<input type="checkbox"/>	Revitalization Plan under development
<input type="checkbox"/>	Revitalization Plan submitted, pending approval
<input type="checkbox"/>	Revitalization Plan approved
<input checked="" type="checkbox"/>	Activities pursuant to an approved Revitalization Plan underway

3. Yes No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:

4. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
MPHA will be exploring partnerships.

5. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program
(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?10

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

- *An eligible family must be a current MPHA Section 8 participant family in good standing or be a public housing tenant who has been accepted into the MPHA Section 8 Homeownership program.*
- *Once participant families have been approved for the homeownership program, they will have 180 days to purchase with Section 8 assistance. If the family is unable to purchase within the 180 days, they will retain their Housing Choice rental voucher.*
- *MPHA will review lender qualifications and loan terms before authorizing homeownership assistance. MPHA may disapprove proposed financing, refinancing or other debt if it determines that the debt is unaffordable, or it is determined that the loan terms do not meet MPHA specifications (affordability). Affordability requirements must be consistent with MPHA's Section 8 HCV rental voucher rent reasonableness calculations however, once a family purchases a home under this program the voucher size and payment standard used will remain constant during the participants tenure on the program.*

c. What actions will the PHA undertake to implement the program this year (list)?

- *Provide outreach to Section 8 voucher parties and public housing tenants who may be eligible for MPHA's Section 8 Homeownership program.*
- *Work with a consultant to set up first time homebuyer education and mortgage readiness counseling.*
- *Ongoing work to secure funding for a revolving loan fund to assist families with downpayments.*
- *Initial Section 8 payment standard will continue throughout client participation in program..*

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):

The Family Housing Fund, a local non-profit philanthropic organization, has been the contractor through which MPHA and Thompson Associates established and currently operates

its first time homebuyer education and training program for MPHA residents and Section 8 participants for over 10 years. This collaboration effort has enabled 171 public housing and Section 8 families to purchase their first homes, and with funds contributed by Family Housing Fund (up to \$20,000 for downpayment and rehab assistance), has helped bridge the affordability gap. In a report prepared for the U.S. Department of Housing and Urban Development, Office of Policy, Program and Legislative Initiatives by Jennifer Turnham of Abt Associates, Inc., Ms. Turnham stated “Based on its success with the HOME and Moving Home programs, the homeownership counseling offered by MPHA through Thompson Associates may be considered a model for Section 8 homeownership programs developed under the new rule.” Sue Didier, President of Thompson Associates, is an AHECI Certified Homeownership Education and Counseling firm, HOME Program Administrator, Loan Counselor, and a licensed Real Estate Broker in the State of Minnesota.

Demonstrating that it has other relevant experience (list experience below):

The MPHA Homeownership Coordinator, Janice Hughes, P.H.M, C.M.M been employed by MPHA since 1992. She received the Public Housing Occupancy Specialist certification in 1993 and Housing Specialist Certification in Section 8 Occupancy in 1999. Ms. Hughes has administered MPHA’s homeownership programs for the past eight years, held her Real Estate License in the State of Minnesota and received Certification in first time homebuyer Counseling from the Homeownership Center in 2002. She currently works closely with the FHF, Thompson Associates and lenders in providing mortgage readiness counseling to MPHA homeownership program participants.

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

Yes No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If the answer is “no,” go to the next component. If yes, answer the following questions.

1. Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:

- low utilization rate for vouchers due to lack of suitable rental units
- access to neighborhoods outside of high poverty areas
- other (describe below:)

2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

<i>Crown Ridge, Minnetonka</i>	<i>6 units;</i>
<i>Minnetonka Mills Townhomes , Minnetonka</i>	<i>3 units;</i>
<i>Prosperity Village, Vos Huaj Dev., Minneapolis</i>	<i>8 units;</i>

<i>East Creek Carriage Homes, Chaska</i>	<i>5 units;</i>
<i>Purgatory Creek, Eden Prairie</i>	<i>5 units;</i>
<i>Shenandoah Woods Apts., Plymouth</i>	<i>6 units;</i>
<i>Brickstone Townhomes, Chaska</i>	<i>5 units;</i>
<i>Silver Lake Commons, Mounds View</i>	<i>10 units;</i>
<i>Bass Lake Court Townhomes; New Hope</i>	<i>12 units;</i>
<i>Lake Shore Townhomes, Maple Grove</i>	<i>5 units;</i>
<i>Waters Edge Townhomes, Watertown</i>	<i>8 units;</i>
<i>Turtle Ridge Townhomes, St Francis</i>	<i>8 units;</i>
<i>Columbia Court, Columbia Heights</i>	<i>3 units;</i>
<i>Valley Square Commons, Golden Valley</i>	<i>5 units;</i>
<i>Urban Gardens, Minneapolis</i>	<i>6 units;</i>
<i>Stone Creek, Plymouth</i>	<i>13 units;</i>
<i>Bass Lake, New Hope</i>	<i>4 units</i>

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (*City of Minneapolis*)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The Consolidated Plan Process resulted in \$299,000 being allocated to MPHA.

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
X	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
X	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
X	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program (Section __8Y__ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Other supporting documents (optional) (list individually; use as many lines as necessary) <i>MPHA Asset Management Policy (Attachment mn002a01)</i> <i>Limited English Proficiency (LEP) Plan (Attachment mn002b01)</i> <i>Reasonable Accommodation Policy (mn002c01)</i> <i>Violence Against Women Act Policy (Attachment mn002d01)</i>	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

CAPITAL FUND PROGRAM ANNUAL STATEMENT – FY2007

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:		Federal FY of Grant: FY 2007	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,999,590			
3	1408 Management Improvements	679,152			
4	1410 Administration	1,313,500			
5	1411 Audit	15,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,232,176			
8	1440 Site Acquisition				
9	1450 Site Improvement	165,000			
10	1460 Dwelling Structures	7,556,298			
11	1465.1 Dwelling Equipment—Nonexpendable	10,000			
12	1470 Nondwelling Structures	100,000			
13	1475 Nondwelling Equipment	50,000			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	5,000			
18	1499 Development Activities	10,000			
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	13,135,716			
22	Amount of line 21 Related to LBP Activities	180,000			
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs	200,000			
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	3,407,990			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AMP 2								
SS/FAMILY								
MN 2-13	Construct New Sheds & Garages	1470	20 units	50,000				
	Dwelling Unit Improvements	1460	20 units	200,000				
	LBP abatement/rehab							
MN 2-38	Construct New Sheds & Garages	1470	20 units	50,000				
	Dwelling Unit Improvements	1460	20 units	150,000				
	LBP abatement/rehab							
MN 2-43	Dwelling Unit Improvements	1460	10 units	150,000				
	LBP abatement/rehab							
AMP 3								
NORTH								
All Sites	Area-Wide Building Systems	1460	8 buildings	110,657				
	entrance switch gear, smoke detectors							
MN 2-3	Fees & Costs	1430	1 building	93,600				
	A/E fees for following work items							
	Building Envelope	1460	1 building	159,000				
	façade repairs							
	Mechanical Systems	1460	1 building	361,000				
	HVAC equipment, water heater &							
	boiler replacement							
MN 2-20.4	Fees & Costs	1430	1 building	67,485				
	A/E fees for following work items							
	Elevators	1460	1 elevator	93,000				
	elevator modernization							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
MN 2-20.4 (con't)	Mechanical Systems	1460	1 building	281,920				
	HVAC equipment, boiler replacement							
	emergency generator installation							
MN 2-20.5	Fees & Costs	1430	1 building	81,838				
	A/E fees for following work items							
	Site Work	1450	1 building	47,000				
	concrete/sidewalk replacement, pkg lot overlay, handrailing replacement							
	Community Room Improvements	1460	1 building	13,700				
	carpet, finishes, window treatments							
	Mechanical Systems	1460	1 building	313,960				
	HVAC equipment, boiler replacement							
	emergency generator installation							
	Plumbing Systems	1460	1 building	70,000				
	sanitary & domestic risers							
	FF & E	1475	1 building	10,000				
	community room furniture							
MN 2-23	Fees & Costs	1430	1 building	8,100				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	45,000				
	trash management system							
MN 2-25	Fees & Costs	1430	1 building	8,100				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	45,000				
	trash management system							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
MN 2-37	Fees & Costs	1430	1 building	8,100				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	45,000				
	trash management system							
MN 2-42	Fees & Costs	1430	1 building	8,100				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	45,000				
	trash management system							
AMP 4								
NORTHEAST								
All Sites	Area-Wide Building Systems	1460	9 buildings	75,376				
	entrance switch gear, smoke detectors							
MN 2-10	Fees & Costs	1430	1 building	52,380				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	291,000				
	HVAC equipment, boiler replacement							
MN 2-15.4	Fees & Costs	1430	1 building	89,820				
	A/E fees for following work items							
	Electrical Systems	1460	1 fire panel	16,000				
	fire panel replacement							
	Elevators	1460	1 elevator	93,000				
	elevator modernization							
	Mechanical Systems	1460	1 building	390,000				
	HVAC equipment, boiler replacement							
	emergency generator installation							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
MN 2-15.5	Fees & Costs	1430	1 building	66,330				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	368,500				
	HVAC equipment, boiler replacement emergency generator installation							
MN 2-21.4	Fees & Costs	1430	1 building	73,944				
	A/E fees for following work items							
	Building Envelope	1460	1 building	102,500				
	roof replacement, façade repairs							
	Dwelling Unit Improvements	1460	57 units	117,800				
	shower, bathroom upgrades							
	Mechanical Systems	1460	1 building	190,500				
	HVAC equipment, hot water heater, boiler replacement							
MN 2-21.5	Fees & Costs	1430	1 building	73,170				
	A/E fees for following work items							
	Site Work	1450	1 building	1,000				
	trash enclosure							
	Elevators	1460	1 elevator	106,000				
	general modernization							
	Mechanical Systems	1460	1 building	299,500				
	HVAC equipment, hot water heater, boiler replacement, em generator							
MN 2-21.6	Fees & Costs	1430	1 building	61,056				
	A/E fees for following work items							
	Building Envelope	1460	1 building	7,500				
	lower roof replacement							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
MN 2-21.6 (con't)	Elevators	1460	1 elevator	97,200				
	general modernization							
	Mechanical Systems	1460	1 building	234,500				
	HVAC equipment, boiler replacement							
	emergency generator installation							
MN 2-32	Fees & Costs	1430	1 building	8,100				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	45,000				
	trash management system							
AMP 5								
HIAWATHA								
All Sites	Area-Wide Building Systems	1460	8 buildings	68,107				
	entrance switch gear, smoke detectors							
MN 2-24	Fees & Costs	1430	1 building	49,230				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	273,500				
	HVAC equipment, boiler replacement							
AMP 6								
CEDARS								
All Sites	Area-Wide Building Systems	1460	7 buildings	62,419				
	entrance switch gear, smoke detectors							
MN 2-6	Fees & Costs	1430	3 buildings	16,740				
	A/E fees for following work items							
	Mechanical Systems	1460	3 buildings	93,000				
	trash management system							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
MN 2-8	Fees & Costs	1430	2 buildings	69,120				
	A/E fees for following work items							
	Mechanical Systems	1460	2 buildings	384,000				
	HVAC equipment, boiler replacement							
MN 2-30	Fees & Costs	1430	1 building	9,900				
	A/E fees for following work items							
	Mechanical Systems	1460	1 building	55,000				
	trash management system							
AMP 7 HORN								
All Sites	Area-Wide Building Systems	1460	8 buildings	69,309				
	entrance switch gear, smoke detectors							
MN 2-14	Fees & Costs	1430	1 building	227,565				
	A/E fees for following work items							
	Dwelling Unit Improvements	1460	129 units	9,000				
	entry door upgrades							
	Electrical Systems	1460	1 building	5,000				
	exit & stairway lighting replacement							
	Mechanical Systems	1460	1 building	425,250				
	HVAC equipment, boiler replacement							
	Plumbing Systems	1460	1 building	825,000				
	sanitary & domestic risers, sewer laterals							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost		Status of Work
					Funds Obligated	Funds Expended	
MN 2-17	Fees & Costs	1430	1 building	12,618			
	A/E fees for following work items						
	Dwelling Unit Improvements	1460	151 units	15,100			
	entry door replacement						
	Mechanical Systems	1460	1 building	55,000			
	HVAC equipment, dom wtr heaters						
MN 2-18.4	Fees & Costs	1430	1 building	45,900			
	A/E fees for following work items						
	Electrical Systems	1460	1 building	7,500			
	exit & stairway lighting replacement						
	Mechanical Systems	1460	1 building	247,500			
	HVAC equipment, boiler replacement						
	emergency generator installation						
MN 2-22	Fees & Costs	1430	1 building	46,440			
	A/E fees for following work items						
	Electrical Systems	1460	1 building	9,500			
	exit & stairway lighting replacement						
	Mechanical Systems	1460	1 building	248,500			
	HVAC equipment, boiler replacement						
	emergency generator installation						
CENTRAL OFF	.						
COST CENTER							
MN 2-93	Fees & Costs	1430	1 building	22,860			
1301 Bryant	A/E fees for following work items						
Avenue North	Site Work	1450	1 building	32,000			
	parking lot improvements						

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250107 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost		Status of Work
					Funds Obligated	Funds Expended	
MN 2-93 (con't)	Mechanical Systems	1470	1 building	85,000			
	HVAC equipment, emergency gen						
	Plumbing Systems	1470	1 building	10,000			
	storm sewer corrections						
MN 2-96	Fees & Costs	1430	1 building	31,680			
1001 Washington Avenue North	A/E fees for following work items						
	Site Work	1450	1 building	85,000			
	parking lot improvements						
	Building Envelope	1470	1 building	91,000			
	façade repairs						
AREA-WIDE	Management Improvements	1408		679,152			
	IT Software, Training & Consulting			164,500			
	Training			101,000			
	Communications			30,000			
	Resident Security			200,000			
	Resident Employment			78,652			
	Self-Help Program			100,000			
	Homeownership Program			5,000			
	Administration	1410		1,313,500			
	CFP Contribution to Operations	1406		1,999,590			
	Audit	1411		15,000			
	IT Hardware	1475		50,000			
	Relocation Costs	1495		5,000			
	Development Activities	1499		10,000			
	Heritage Park Phases III & IV for-sale rental, extraordinary site costs						

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program No: MN46P00250107 Replacement Housing Factor No:				Federal FY of Grant: FY 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
AMP 2	09/12/09			09/12/11			
AMP 3	09/12/09			09/12/11			
AMP 4	09/12/09			09/12/11			
AMP 5	09/12/09			09/12/11			
AMP 6	09/12/09			09/12/11			
AMP 7	09/12/09			09/12/11			
COCC	09/12/09			09/12/11			
Mgmt Improvements	09/12/09			09/12/11			
IT Trng, Sftwr, Cons	09/12/09			09/12/11			
Training	09/12/09			09/12/11			
Communications	09/12/09			09/12/11			
Resident Security	09/12/09			09/12/11			
Resident Employment	09/12/09			09/12/11			
Self-Help Program	09/12/09			09/12/11			
Homeownership Prg	09/12/09			09/12/11			
Administration	09/12/09			09/12/11			
CFP Contribution to Ops	09/12/09			09/12/11			
Audit	09/12/09			09/12/11			
IT Hardware	09/12/09			09/12/11			
Relocation Costs	09/12/09			09/12/11			
Development Activities	09/12/09			09/12/11			

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name Minneapolis Public Housing		<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 7	Work Statement for Year 8 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 9 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 10 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 11 FFY Grant: 2011 PHA FY: 2011
AMP 1					
MN 2-1		1,231,920			1,112,268
AMP 2					
MN 2-13		300,000	300,000	250,000	250,000
MN 2-38		250,000	250,000	200,000	200,000
MN 2-43		150,000	150,000	150,000	150,000
AMP 3					
MN 2-3			29,500	56,640	
MN 2-20.4			29,500		
MN 2-20.5				29,500	
MN 2-23		1,418,754			
MN 2-25		2,672,110			1,641,144
MN 2-26			456,913		
MN 2-37				1,679,405	
MN 2-42				363,646	
AMP 4					
MN 2-10			29,500		
MN 2-15.4				29,500	
MN 2-15.5				29,500	
MN 2-21.4			29,500		
MN 2-21.5				29,500	
MN 2-21.6				29,500	
MN 2-32				1,286,200	
MN 2-33			1,551,700		1,464,262
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

**Capital Fund Program Five-Year Action Plan
Part I: Summary**

PHA Name Minneapolis Public Housing		<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 7	Work Statement for Year 8 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 9 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 10 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 11 FFY Grant: 2011 PHA FY: 2011
MN 2-35			2,391,742		
AMP 5					
MN 2-9		407,100	607,700	4,295,790	
MN 2-18.5			402,380	29,500	
MN 2-19		569,261			
MN 2-24					
MN 2-34					1,000,404
AMP 6					
MN 2-6		2,055,324		141,600	
MN 2-8			59,000	113,280	
MN 2-16			796,334		1,995,498
MN 2-30		147,500		236,000	
AMP 7					
MN 2-14					
MN 2-17			29,500		416,540
MN 2-18.4				29,500	
MN 2-22				29,500	
MN 2-31		88,500	519,162		
MN 2-36			1,606,709		
COCC					
MN 2-93					
MN 2-96					174,050
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name Minneapolis Public Housing		<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 7	Work Statement for Year 8 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 9 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 10 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 11 FFY Grant: 2011 PHA FY: 2011
Management Imp		675,000	675,000	675,000	675,000
Administration		1,250,00	1,300,000	1,350,000	1,400,000
CFP Cont to Ops		2,000,000	2,000,000	2,000,000	2,000,000
Audit		15,000	15,000	15,000	15,000
IT Hardware		50,000	50,000	50,000	50,000
Relocation Costs		5,000	5,000	5,000	5,000
Development		5,000	5,000	5,000	5,000
CFP Funds Listed for 5-year planning		13,290,469	13,289,140	13,108,561	12,554,166
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 7	Activities for Year : 8 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 9 FFY Grant: 2009 PHA FY: 2009		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	AMP 1			AMP 2		
	MN 2-1	Site work, unit windows electrical upgrades	1,231,920	MN 2-13	LBP abatement & rehab	300,000
				MN 2-38	LBP abatement & rehab	250,000
	AMP 2			MN 2-43	LBP abatement & rehab	150,000
	MN 2-13	LBP abatement & rehab	300,000			
	MN 2-38	LBP abatement & rehab	250,000	AMP 3		
	MN 2-43	LBP abatement & rehab	150,000	MN 2-3	Trash mgmt system	29,500
	AMP 3			MN 2-20.4	Trash mgmt system	29,500
	MN 2-23	Pkg lot upgrades, roof repl, corridor upgrades	1,418,754	MN 2-26	Site, mech upgrades	456,913
				AMP 4		
		mech/plumb upgrades		MN 2-10	Trash mgmt system	29,500
	MN 2-25	First flr windows, roof, façade repairs, elec/mech/plumb upgrades	2,672,110	MN 2-21.4	Trash mgmt system	29,500
				MN 2-33	Mech/plumb upgrades	1,551,700
				MN 2-35	Site work, roof, façade repairs, apt bathroom upgrades, mechanical upgrades	2,391,742
	AMP 5					
	MN 2-9	Trash mgmt system, wtr htr repl	407,100			
	MN 2-19	Site work, mech/plumb upgrades	569,261	AMP 5		
				MN 2-9	Boiler replacement	607,700
	AMP 6			MN 2-18.5	Site work, common area comm. rm upgrades, elec/mech upgrades	402,380
	MN 2-6	Site work, comm rm & commons upgrades, elec mech/plumb upgrades	2,055,324			
				AMP 6		
	MN 2-30	Mech upgrades	147,500	MN 2-8	Trash mgmt system	59,000
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 7	Activities for Year : 8 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 9 FFY Grant: 2009 PHA FY: 2009		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	AMP 7			MN 2-16	Site, mech upgrades	796,334
	MN 2-31	Trash mgmt system	88,500	AMP 7		
	Mgmt Improvements		675,000	MN 2-17	Trash mgmt system	29,500
	IT Trng, Sftwr, Cons		164,500	MN 2-31	Site work, roof repl	519,162
	Training		101,000		mech upgrades	
	Communications		30,000	MN 2-36	Site work, commons,	1,606,709
	Resident Security		200,000		apt bath upgrades, elec/	
	Resident Emp		79,500		mech/plumb upgrades	
	Self-Help Program		100,000	Mgmt Improvements		675,000
				IT Trng, Sftwr, Cons		164,500
	Administration		1,250,000	Training		101,000
	Operations		2,000,000	Communications		30,000
	Audit		15,000	Resident Security		200,000
	IT Hardware		50,000	Resident Emp		79,500
	Relocation Costs		5,000	Self-Help Program		100,000
	Development Activities		5,000			
				Administration		1,300,000
				Operations		2,000,000
				Audit		15,000
				IT Hardware		50,000
			Relocation Costs		5,000	
			Development Activities		5,000	
Total CFP Estimated Cost			13,290,469			13,289,140

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year : 10 FFY Grant: 2010 PHA FY: 2010			Activities for Year: 11 FFY Grant: 2011 PHA FY: 2011		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
AMP 2			AMP 1		
MN 2-13	LBP abatement & rehab	250,000	MN 2-1	Unit bath upgrades, elec	1,112,268
MN 2-38	LBP abatement & rehab	200,000		upgrades, wtr heaters	
MN 2-43	LBP abatement & rehab	150,000	AMP 2		
AMP 3			MN 2-13	LBP abatement & rehab	250,000
MN 2-3	Fire panel replacement	56,640	MN 2-38	LBP abatement & rehab	200,000
MN 2-20.5	Trash mgmt system	29,500	MN 2-43	LBP abatement & rehab	150,000
MN 2-37	First flr window repl,	1,679,405	AMP 3		
	apt bath upgrades, mech		MN 2-25	Apt kitchen rehab	1,641,144
	upgrades		AMP 4		
MN 2-42	Façade repairs, mech	363,646	MN 2-33	Apt kitchen rehab	1,464,262
	upgrades		AMP 5		
AMP 4			MN 2-34	Apt bath upgrades,	1,000,404
MN 2-15.4	Trash mgmt system	29,500		mech/plumb upgrades	
MN 2-15.5	Trash mgmt system	29,500	AMP 6		
MN 2-21.5	Trash mgmt system	29,500	MN 2-16	Apt kitchen & bath	1,995,498
MN 2-21.6	Trash mgmt system	29,500		rehab	
MN 2-32	First flr window repl,	1,286,200	AMP 7		
	elec/mech/plumb		MN 2-17	Boiler replacement	416,540
	upgrades				
Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year : 10 FFY Grant: 2010 PHA FY: 2010			Activities for Year: 11 FFY Grant: 2011 PHA FY: 2011		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
AMP 5			COCC		
MN 2-9	Façade repairs, mech/ plumb upgrades	4,295,790	MN 2-96	Partial window repl, door repl, mech upgrades	174,050
MN 2-18.5	Trash mgmt system	29,500			
AMP 6					
MN 2-6	Fire panel replacement	141,600	Mgmt Improvements		675,000
MN 2-8	Fire panel replacement	113,280	IT Trng, Sftwr, Cons		164,500
MN 2-30	Façade repairs	236,000	Training		101,000
AMP 7			Communications		30,000
MN 2-18.4	Trash mgmt system	29,500	Resident Security		200,000
MN 2-22	Trash mgmt system	29,500	Resident Emp		79,500
			Self-Help Program		100,000
Mgmt Improvements		675,000			
IT Trng, Sftwr, Cons		164,500	Administration		1,350,000
Training		101,000	Operations		2,000,000
Communications		30,000	Audit		15,000
Resident Security		200,000	IT Hardware		50,000
Resident Emp		79,500	Relocation Costs		5,000
Self-Help Program		100,000	Development Activities		5,000
Total CFP Estimated Cost					

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Replacement Housing Factor Grant No: MN46R00250107	Federal FY of Grant: FFY 2007
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	3,661			
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	3,661			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Replacement Housing Factor Grant No: MN46R00250207	Federal FY of Grant: FFY 2007
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	526,879			
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	526,879			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No: MN46R00250103	Federal FY of Grant: FFY 2003
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 3)
 Performance and Evaluation Report for Period Ending: 3/31/07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision #3	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	122,296		122,296	71,327
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	122,296		122,296	71,327
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No: MN46R00250204	Federal FY of Grant: FFY 2004
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 3/31/07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	60,384		0	0
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	60,384		0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No: MN46R00250104	Federal FY of Grant: FFY 2004
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- Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 3/31/07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision #1	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	529,896		459,084	459,084
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	529,896		459,084	459,084
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:	Federal FY of Grant: FY 2005
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 2)
 Performance and Evaluation Report for Period Ending: 03/31/2007 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision #1	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	2,000,000	850,000	850,000	850,000
3	1408 Management Improvements	1,091,739	538,396	538,019	501,221
4	1410 Administration	1,120,000	1,352,892	1,352,892	1,347,180
5	1411 Audit	10,000	11,409	11,409	11,409
6	1415 Liquidated Damages				
7	1430 Fees and Costs	66,187	499,053	498,493	348,581
8	1440 Site Acquisition				
9	1450 Site Improvement	782,747	1,846,423	1,437,332	284,249
10	1460 Dwelling Structures	8,240,986	7,307,359	6,609,624	3,017,562
11	1465.1 Dwelling Equipment—Nonexpendable	43,560	27,938	27,938	27,938
12	1470 Nondwelling Structures	84,548	339,197	291,058	151,685
13	1475 Nondwelling Equipment	118,783	430,511	397,555	343,118
14	1485 Demolition	0	236,435	56,070	56,070
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	1,000	154,005	69,700	69,700
18	1499 Development Activities	40,000	0	0	0
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	13,593,617	13,593,617	12,140,488	7,008,713
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
HIGHRISE								
MN 2-3	Fees and Costs	1430	1 building	24,500	29,160	29,160	24,044	91% Complete
	fascade restoration							
	Site Improvements	1450	1 building	0	396,444	396,444	0	Scheduled April '07
	landscaping							
	Common Area Improvements	1460	1 area	20,000	210,071	210,071	7,640	Scheduled April '07
	trash room rehab							
	first floor reconfiguration							
	Security Improvements	1460	4 cameras	0	2,387	2,387	2,387	Complete
	cameras							
	Building Envelope	1460	1 building	0	401,101	401,101	0	Scheduled April '07
	façade restoration							
	canopies							
MN 2-6	Fees and Costs	1430	1 boiler	0	20,736	20,736	20,736	Complete
	boiler relocation							
	Site Improvements	1450	1 garden	0	5,809	5,809	5,809	Complete
	Cedars Peace Garden							
	Mechanical Systems	1460	1 boiler	0	74,269	74,269	16,037	Scheduled Jun '07
	boiler relocation							
	Electrical Systems	1460	1 building	0	3,096	3,096	3,096	Complete
	satellite cables							
	Dwelling Unit Improvements	1460	348 units	0	10,000	0	0	Scheduled April '07
	water conservation upgrades							
	Security Improvements	1460	6 cameras	0	7,839	7,839	7,839	Complete
	cameras							
	Common Area Improvements	1460	1 office	0	42,482	42,482	42,481	Complete
	HUB office remodel							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Plumbing Systems	1460	1 pump	7,500	0	0	0	
	fire pump replacement							
	Non-Dwelling Equipment	1475	4 areas	0	51,844	51,844	36,045	70% Complete
	community room furniture							
	HUB office furniture							
MN 2-8	Fees and Costs	1430	2 buildings	0	4,800	4,800	4,386	90% Complete
	piping replacement							
	Relocation Costs	1495	2 buildings	0	112,305	28,000	28,000	20% Complete
	piping replacement							
	Mechanical Systems	1460	2 buildings	60,000	0	0	0	0
	HVAC upgrades							
	Plumbing Systems	1460	2 buildings	1,180,000	633,491	633,491	605,125	30% Complete
	domestic water piping							Portion of cost- See CFP2006
	water heater upgrades							
	Security Improvements	1460	6 cameras	5,956	12,092	12,092	12,092	Complete
	cameras							
	replace entry doors							
MN 2-9	Fees and Costs	1430	3 buildings	0	1,260	1,260	1,260	Complete
	mechanical systems							
	Site Improvements	1450	3 buildings	0	163,472	75,600	75,600	50% Complete
	landscaping							
	Security Improvements	1460	8 cameras	18,256	10,919	10,919	8,219	75% Complete
	door hardware							
	cameras							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Common Area Improvements	1460	1 area	378,000	242,430	182,505	92,362	50% Complete
	community room							
	general							
	Dwelling Unit Improvements	1460	0 units	0	0	0	0	
	bathroom floor replacement							
	Mechanical Systems	1460	3 buildings	0	19,204	19,204	7,828	40% Complete
	HVAC upgrades							
	Plumbing Systems	1460	3 buildings	187,500	583,990	355,407	38,536	25% Complete
	hot water heater line replacement							
	hot water heater installation							
	Electrical Systems	1460	0 buildings	0	0	0	0	
	Appliances	1465	0 units	0	0	0	0	
	new ranges & refrigerators							
	Non-Dwelling Equipment	1475	1 office	0	59,082	59,082	54,445	Complete
	HUB office furniture							
MN 2-10	Fees and Costs	1430	1 building	0	13,000	13,000	13,000	Complete
	plumbing systems							
	Security Improvements	1460	4 cameras	0	8,048	8,048	8,048	Complete
	cameras							
	Plumbing Systems	1460	1 building	0	11,000	0	0	Scheduled Summer '07
	stormwater improvements							
MN 2-14	Security Improvements	1450	1 fence	1,500	19,270	19,270	16,336	85% Complete
	Install fence							
	Security Improvements	1460	2 fixtures	0	14,676	14,676	14,676	Complete
	install lighting fixtures							
MN 2-15	Security Improvements	1450	1 fence	3,350	6,030	1,192	1,192	15% Complete
	extend fence							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Mechanical Systems	1460	35 valves	30,000	18,270	18,270	16,620	85% Complete
	apt zone valves							
	Plumbing Systems	1460	2 buildings	54,446	22,000	0	0	Scheduled Summer '07
	stormwater improvements							
MN 2-16	Fees and Costs	1430	1 area	0	3,135	3,135	3,135	Complete
	senior center modernization							
	Site Improvements	1450	1 building	259,991	5,575	5,575	5,575	98% Complete
	landscaping							
	Security Improvements	1450	1 fixture	8,000	7,285	1,192	1,192	15% Complete
	install light fixture							
	Security Improvements	1460	4 cameras	0	10,267	2,347	2,347	20% Complete
	cameras							
	Common Area Improvements	1460	1 area	0	118,599	104,159	45,654	38% Complete
	senior center modernization							
	Plumbing Systems	1460	2 pumps	15,000	0	0	0	
	fire pump replacement							
	Non-Dwelling Equipment	1475	1 area	0	41,256	39,445	33,445	98% Complete
	senior center furniture							
	Plumbing Systems	1460	1 building	0	75,000	17,442	17,442	25% Complete
	Domestic shut off valves							
	galvanized piping							
MN 2-17	Fees and Costs	1430	1 sign	0	2,841	2,841	841	40% Complete
	application fee for sign							
	Site Improvements	1450	1 sign	6,546	8,284	8,284	6,834	80% Complete
	install yard sign							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-18.4	Security Improvements entry intercom system	1460	1 system	0	4,390	891	891	20% Complete
	Security Improvements cameras	1460	1 camera	76,150	616	616	616	Complete
	Building Envelope masonry restoration	1460	1 building	0	5,645	5,645	5,645	Complete Portion of cost- See CFP2003
	Non-Dwelling Equipment equipment	1475	1 area	1,302	1,302	1,302	1,302	Complete A/V for community room
MN 2-18.5	Dwelling Unit Improvements vacant unit rehab	1460	4 units	0	31,850	31,850	28,420	90% Complete
MN 2-19	Fees and Costs architects and engineers	1430	0 buildings	0	5,618	5,618	918	15% Complete
	Site Work parking lot upgrades	1450	0 buildings	0	0	0	0	
	Security Improvements cameras	1460	2 cameras	4,362	1,158	1,158	1,158	Complete
MN 2-20.4	Fees and Costs consultants	1430	1 elevator	240	3,119	3,119	3,119	Complete Elevator Jack Replacement
	Security Improvements site lighting upgrades	1450	1 building	10,500	33,417	33,417	33,417	Complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Security Improvements cameras	1460	5 cameras	0	5,035	5,035	5,035	Complete
	Mechanical Systems boiler tubing	1460	1 boiler	0	10,164	10,164	7,450	70% Complete
	Elevators elevator jack replacement	1460	1 building	388	0	0	0	
MN 2-20.5	Fees and Costs Consultants	1430	1 elevator	0	1,446	1,446	1,446	Complete Elevator Jack Replacement
	Security Improvements install lighting fixtures install gate signage	1450	1 of each	6,600	1,492	1,192	1,192	80% Complete
	Security Improvements cameras	1460	4 cameras	0	7,211	7,211	7,211	Complete
	Elevators elevator jack replacement	1460	0 buildings	24,234	0	0	0	
MN 2-21.4	Site Improvements patio replacement trellis	1450	1 patio	0	33,861	33,861	14,563	45% Complete
	Security Improvements cameras	1460	1 camera	0	1,158	1,158	1,158	Complete
	Elevators jack replacement	1460	1 elevator	0	1,295	1,295	1,295	Complete Portion of cost- See CFP2004

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-21.5	Fees and Costs	1430	1 building	30,000	4,617	4,617	4,617	Complete
	architects and engineers							
	Site Work	1450	0 buildings	27,310	0	0	0	
	parking lot upgrades							
	landscaping							
	Common Area Improvements	1460	0 buildings	25,000	0	0	0	
	community room remodel							
	Dwelling Unit Improvements	1460	32 units	241,500	234,899	234,899	220,774	95% Complete
	kitchen and bathroom rehab							
	Mechanical Systems	1460	0 buildings	26,500	0	0	0	
	HVAC upgrades							
	Electrical Systems	1460	0 buildings	27,000	0	0	0	
	apartment lighting upgrades							
	Elevators	1460	0 buildings	23,945	0	0	0	
	jack replacement							
	Security Improvements	1460	32 windows	9,781	9,781	9,781	9,781	Complete
	window security							
	Dwelling Equipment	1465	32 stoves	0	12,495	12,495	12,495	Complete
MN 2-21.6	Elevators	1460	0 buildings	24,241	0	0	0	
	jack replacement							
	Security Improvements	1460	1 camera	0	451	0	0	Scheduled Summer '07
	cameras							
	Plumbing Systems	1460	1 building	0	12,000	0	0	Scheduled Summer '07
	stormwater improvements							
MN 2-22	Security Improvements	1460	1 system	0	4,390	891	891	20% Complete
	entry intercom system							
	Plumbing Systems	1460	1 building	0	4,985	4,985	4,985	Complete
	stormwater improvements							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-23	Site Improvements	1450	1 building	0	24,999	24,999	0	Complete
	landscaping							
	Security Improvements	1450	1 gate	0	9,925	840	840	5% Complete
	install gate							
	Security Improvements	1460	3 cameras	0	5,340	5,340	5,340	Complete
	cameras							
	Mechanical Systems	1460	193 units	200,000	17,332	17,332	10,175	60% Complete
	SCRV valves							
	condensate valves and tanks							
	heat pumps							
	Plumbing Systems	1460	0 buildings	7,500	0	0	0	
	fire pump replacement							
MN 2-24	Fees and Costs	1430	1 room	0	90	90	90	Complete
	interior design							Community room
	Security Improvements	1450	2 fix/ 1 gate	38,650	15,857	15,857	15,857	Complete
	install light fixtures							
	install gate and fence							
	remove curb island							
	Site Improvements	1450	1 building	0	20,350	20,350	20,350	Complete
	landscaping							
	Dwelling Unit Improvements	1460	12 units	2,932	2,665	2,665	2,665	Complete
	handicapped unit mod							Portion of cost- See CFP2004
	Plumbing Systems	1460	0 buildings	7,500	0	0	0	
	fire pump replacement							
	Common Area Improvements	1460	1 building	0	26,480	26,480	26,480	Complete
	general							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-25	Security Improvements site work	1450	1 building	6,133	6,133	6,133	3,877	65% Complete
	Common Area Improvements remodel HousingLink	1460	1 area	0	21,911	21,565	18,115	85% Complete
	Mechanical Systems HVAC Improvements	1460	0 buildings	30,400	0	0	0	
	Elevators jack replacement	1460	0 buildings	1,734	0	0	0	
MN 2-26	Fees and Costs security improvements	1430	1 building	0	420	420	420	Complete
	Security Improvements security lighting install fence	1450	0 buildings	8,100	0	0	0	
	Common Area Improvements general	1460	1 building	0	32,516	27,417	27,417	85% Complete
	Security Improvements cameras	1460	1 building	0	451	0	0	Scheduled Summer '07
	Dwelling Unit Improvements kitchen cabinets	1460	84 units	0	35,730	33,231	30,922	85% Complete
	Non-dwelling Equipment common area furniture	1475	1 area	0	13,375	12,434	11,657	85% Complete
MN 2-30	Fees and Costs landscaping	1430	1 building	0	31,773	31,773	16,115	60% Complete
	Plumbing Systems fire pump replacement	1460	0 buildings	7,500	0	0	0	
	Mechanical Systems water heater upgrades	1460	1 building	0	362,072	362,072	1,288	60% Complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-31	Fees and Costs	1430	3 buildings	0	4,104	4,104	4,104	Complete
	masonry restoration							Water heaters
	Site Improvements	1450	3 buildings	16,411	229,242	4,763	4,763	Scheduled Summer '07
	benches							
	landscaping							
	parking lot upgrades							
	Security Improvements	1450	1 gate	36,050	2,917	2,917	2,917	Complete
	install gate and fence							
	Security Improvements	1460	3 buildings	0	9,695	6,463	6,463	65% Complete
	cameras							
	Dwelling Unit Improvements	1460	326 units	636,440	1,036,001	988,429	644,752	97% Complete
	kitchen rehab							
	Building Envelope	1460	3 buildings	74,518	55,304	55,304	55,304	Complete
	masonry restoration							Portion of cost- See CFP2004
	Mechanical Systems	1460	3 buildings	300,000	332,187	275,538	165,114	70% Complete
	heating system upgrades							
	hot water heater upgrades							
	mechanical pumps							
	rooftop fans							
	Plumbing Systems	1460	3 buildings	112,680	25,541	25,541	12,829	60% complete
	Water heater upgrades							Portion of cost- See CFP2004
	Elevators	1460	0 buildings	0	0	0	0	
	cab upgrades							
	Electrical Systems	1460	2 panels	0	32,791	32,791	32,791	Complete
	fire alarm panels							
	Common Area Improvements	1460	0 buildings	854,000	0	0	0	
	general							
	Dwelling Equipment	1465		43,560	15,443	15,443	15,443	Complete
	ranges		51					Portion of cost- See CFP2004
	refrigerators		51					

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Nondwelling Structures	1470	1 garage	0	9,364	9,364	9,364	Complete
	Garage roof replacement							
	FF & E	1475	0 buildings	4,000	0	0	0	
	BBQ grills							
MN 2-32	Fees and Costs	1430	1 generator	20,000	730	730	730	Complete
	architects and engineers							Site Generator
	Security Improvements	1450	1 fence	35,658	0	0	0	
	install fence							
	Security Improvements	1460	4 cameras	0	6,492	6,492	3,167	50% Complete
	cameras							
	Common Area Improvements	1460	1 room	16,000	34,856	34,856	34,856	Complete
	general							Portion of cost- See CFP2006
	community room							
	Dwelling Unit Improvements	1460	182 units	523,030	608,472	607,108	6,954	Scheduled Summer '07
	kitchen rehab							
	Mechanical Systems	1460	0 buildings	53,500	0	0	0	
	HVAC upgrades							
	Electrical Systems	1450	1 generator	0	270	270	270	Complete
	site generator							Portion of cost- See CFP2004
	Electrical Systems	1460	0 buildings	0	0	0	0	
	apartment electrical upgrades							
MN 2-33	Fees and Costs	1430	1 building	0	86,192	86,192	12,724	15% Complete
	architects and engineers							Masonry Restoration
	Site Improvements	1450	0 buildings	10,950	0	0	0	
	landscaping							
	Building Envelope	1460	1 building	599,550	747,689	747,689	121,112	35% Complete
	masonry restoration							Portion of cost- See CFP2004

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Common Area Improvements community room upgrades	1460	1 room	0	7,250	1,403	0	20% Complete
	Security Improvements cameras	1460	1 camera	0	6,562	966	966	15% Complete
	Plumbing Systems water main riser	1460	1 riser	0	32,194	4,313	4,313	10% Complete
	Mechanical Systems SCRV valve replacement	1460	188 valves	130,000	57,078	57,078	57,078	Complete
MN 2-34	Security Improvements fencing	1450	1 fence	300	300	0	0	Scheduled Summer '07
	Mechanical Systems trash auger	1450	1 auger	0	51,777	51,777	8,876	5% Complete
	Security Improvements cameras	1460	7 cameras	0	6,080	966	966	15% Complete
	Plumbing Systems fire pump replacement	1460	0 buildings	7,500	0	0	0	
MN 2-35	Fees and Costs architects and engineers	1430	1 riser	0	150	150	150	Complete Domestic riser
	Security Improvements site lighting upgrades	1450	1 building	4,000	22,177	22,177	22,177	Complete
	Site Improvements trash area modifications	1450	1 area	0	10,300	10,300	8,541	80% Complete
	Mechanical Systems exterior compactor	1450	1 compactor	17,691	11,051	11,051	11,051	Complete
	Plumbing Systems domestic riser	1460	1 riser	7,500	45,185	45,185	45,185	Complete
	Common Area Improvements community room kitchen	1460	kitchen	0	54,961	30,738	25,641	50% Complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Security Improvements cameras	1460	1 camera	0	451	451	451	Complete
	Electrical Systems fire alarm panel	1460	1 panel	0	9,985	9,985	9,985	Complete
	Non-dwelling Equipment community room furniture	1475	1 room	0	9,551	8,351	4,192	50% Complete
MN 2-36	Fees and Costs architects and engineers	1430	0 buildings	0	12,915	12,915	12,311	90% Complete Masonry Restoration
	Site Improvements general	1450	0 buildings	21,800	0	0	0	
	Security Improvements security lighting install gate	1450	0 buildings	35,700	0	0	0	
	Plumbing Systems domestic water system	1460	0 buildings	328,200	0	0	0	
	Building Envelope masonry restoration	1460	1 building	300,000	206,850	206,850	113,487	50% Complete
	Security Improvements cameras	1460	8 cameras	0	7,624	7,624	7,624	Complete
MN 2-37	Fees and Costs architects and engineers	1430	1 building	0	5,638	5,638	5,023	Plumbing systems
	Security Improvements architects and engineers	1430	1 building	0	2,000	2,000	0	50% Complete
	Security Improvements fencing upgrades	1450	0 buildings	25,838	0	0	0	
	Security Improvements cameras	1460	2 cameras	0	3,638	3,638	1,838	50% Complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Plumbing Systems	1460		654,127	59,402	59,402	10,125	20% Complete
	domestic riser replacement		1 riser					Portion of cost- See CFP2004
	shower valves		143 valves					
	fire panel replacement		1 panel					
MN 2-42	Fees and Costs	1430	1 area	0	9,539	9,539	7,897	80% Complete
	common area							Atrium rehab
	Site Work	1450	1 building	0	284,208	234,208	0	20% Complete
	reconfiguration & landscaping							
	Common Area Improvements	1460	1 area	171,803	236,677	184,984	67,155	20% Complete
	atrium rehab							
	Security Improvements	1460	5 cameras	0	5,678	5,678	2,020	50% Complete
	cameras							
	Dwelling Unit Improvements	1460	299 units	0	28,501	28,501	28,501	Complete
	kitchen rehab							Portion of cost- See CFP2004
	Non-Dwelling Equipment	1475	1 room	0	30,301	30,301	30,141	95% Complete
	community furniture							
MN 2-50	Fees and Costs	1430	1 building	0	3,339	3,339	3,339	Complete
	architects and engineers							landscaping
	Site Improvements	1450	1 building	0	11,761	7,720	7,532	95% Complete
	landscaping							
	Dwelling Unit Improvements	1460	102 units	0	9,900	9,900	9,900	Complete
	A/C frames							
ROWHOUSE								
MN 2-1	Fees and Costs	1430	28 buildings	2,500	2,000	2,000	2,000	Complete
	security improvements							
	Security Improvements	1450	1 fence	0	10,659	10,659	10,659	Complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	landscaping							
	Dwelling Unit Improvements	1460	2 units	150,000	52,382	52,382	19,314	50% complete
	general rehab							
	Building Envelope	1460	4 units	100,000	38,318	28,518	28,518	70% Complete
	roof replacement							
	Hazardous Waste Remediation	1460	1 unit	0	6,500	6,500	0	50% Complete
	lead abatement							
	Non-dwelling Structures	1470	4 gar / 2 shed	50,000	69,474	67,074	22,800	50% complete
	sheds & garages							
MN 2-38	Fees and Costs	1430	1 unit	0	808	808	808	Complete
	haz mat testing							
	Site Improvements	1450	1 unit	0	10,420	0	0	not started
	landscaping							
	Dwelling Unit Improvements	1460	1 unit	143,500	5,156	5,156	5,156	Complete
	general rehab							
	Building Envelope	1460	4 roofs	0	28,309	28,309	28,309	Complete
	roof replacement							
	Hazardous Waste Remediation	1460	1 unit	0	5,500	5,500	5,500	Complete
	lead abatement							
	Non-dwelling Structures	1470	1 shed	25,000	1,532	1,532	1,532	Complete
	sheds & garages							portion of cost
	Dwelling Unit Improvements	1495	1 unit	1,000	1,000	1,000	1,000	Complete
	Relocation							
MN 2-39	Fees and Costs	1430	1 unit	0	850	850	850	Complete
	haz mat testing							
	Building Envelope	1460	1 roof	0	4,495	4,495	4,495	Complete
	roof replacement							

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-40	Non-dwelling Structures sheds & garages	1470	1 shed	0	1,592	1,592	1,592	Complete
MN 2-43	Fees and Costs haz mat testing	1430	1 unit	0	858	298	298	not started
	Site Improvements landscaping	1450	1 unit	0	223	0	0	not started
	Building Envelope roof replacement	1460	2 units	0	15,980	6,180	6,180	Complete
	Dwelling Unit Improvements general rehab	1460	1 unit	10,000	18,788	17,788	8,288	50 % complete
	Hazardous Waste Remediation lead abatement	1460	1 unit	0	823	823	823	Complete
	Non-dwelling Structures sheds & garages	1470	1 shed	0	2,095	879	879	50 % complete
	Demolition 3453 31st Ave	1485	1 unit	0	0	0	0	
MN 2-44	Dwelling Unit Improvements ventilation	1460	1 unit	0	93	93	93	complete
MN 2-45	Non-dwelling Structures sheds & garages	1470	1 shed	0	2,058	2,058	2,058	Complete
MN 2-47	Dwelling Unit Improvements general rehab	1460	1 unit	0	25,000	23,900	23,900	complete
	Building Envelope roof replacement	1460	1 unit	0	3,497	3,497	3,497	complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Non-Dwelling Structures sheds & garages	1470	1 shed	0	4,793	3,562	3,562	complete
MN 2-48	Fees and Costs architects and engineers	1430	1 unit	0	213	213	213	Complete
	Site Improvements Landscaping	1450	1 unit	0	179	179	179	Complete
	Dwelling Unit Improvements general rehab	1460	1 unit	0	2,800	300	300	10% complete
MN 2-81	Building Envelope roof replacement	1460	1 unit	0	8,964	4,495	4,495	50% complete
MN 2-82	Building Envelope roof replacement	1460	1 unit	0	4,300	4,300	4,300	Complete
	Hazardous Waste Remediation lead abatement	1460	2 units	0	9,000	9,000	673	10% complete
	Non-dwelling Structures sheds & garages	1470	2 sheds	0	7,447	7,447	7,447	Complete
MGMT/MAINT FACILITIES								
MN 2-93 (1301 Bryant)	Common Area Improvements hub office	1470	1 building	0	41,088	32,789	28,763	90% Complete
MN 2-94 (555 Girard)	Fees and Costs architects and engineers	1430	1 building	25,170	18,500	18,500	18,500	Complete
	Demolition	1485	1 building	0	236,433	56,070	56,070	40% Complete
	Mod Relocation KMOJ	1495	1 building	0	40,000	40,000	40,000	Complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	SEACC							
MN 2-96 (1001 Washing)	Fees and Costs architects and engineers	1430	1 building	0	9,550	9,550	5,946	60% Complete
	Common Area Improvements office remodeling	1470	1 building	9,548	174,754	139,762	73,689	30% Complete
	Non-dwelling Structures sheds & garages	1470	1 building	0	25,000	25,000	0	Scheduled Summer '07
	Non-dwelling Equipment office furniture	1475	1 building	15,452	77,219	51,846	33,098	50% Complete
AREA-WIDE	Contribution to Operations	1406		2,000,000	850,000	850,000	850,000	complete
	Management Improvements MIS Software, Training, Consulting	1408		97,337	123,016	123,016	123,016	complete
	Training			154,200	112,552	112,551	88,448	80% complete
	Marketing/Senior Designation			45,000	25,618	25,241	12,548	50% complete
	Security Guards			400,000	0	0	0	
	Maintenance Procedures Analysis			0	0	0	0	
	Resident Employment			54,875	0	0	0	
	Self-Help Program			100,000	91,079	91,079	91,079	complete
	Resident Initiatives			101,327	99,607	99,607	99,607	complete
	Special Projects			139,000	86,524	86,524	86,524	complete
	Administration	1410		1,120,000	1,352,892	1,352,892	1,347,180	complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250105 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	Audit	1411		10,000	11,409	11,409	11,409	complete
	Fees and Costs	1430		10,898	217,433	217,433	177,341	80% complete
	Security Improvements	1450		132,843	426,647	426,647	0	20% complete
	Security Improvements	1460		215,858	17,325	17,325	17,325	20% complete
	Building Automation Systems	1460		30,814	0	0	0	
	Emergency Electrical Upgrades	1460		75,000	0	0	0	
	Elevator Jack Replacement	1460		30,564	0	0	0	
	Fire Panel Replacement	1460		100,000	0	0	0	
	Computer Equipment	1475		100,829	108,953	108,953	106,403	complete
	Modernization Equipment	1475		1,200	33,997	33,997	32,391	complete
	Development Activities	1499		40,000	0	0	0	

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program No: MN46P00250105 Replacement Housing Factor No:				Federal FY of Grant: FY 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
MN 2-1	08/17/07			08/17/09			
MN 2-2	08/17/07			08/17/09			
MN 2-3	08/17/07			08/17/09			
MN 2-5	08/17/07			08/17/09			
MN 2-6	08/17/07			08/17/09			
MN 2-8	08/17/07			08/17/09			
MN 2-9	08/17/07			08/17/09			
MN 2-10	08/17/07			08/17/09			
MN 2-13	08/17/07			08/17/09			
MN 2-14	08/17/07			08/17/09			
MN 2-15.4	08/17/07			08/17/09			
MN 2-15.5	08/17/07			08/17/09			
MN 2-16	08/17/07			08/17/09			
MN 2-17	08/17/07			08/17/09			
MN 2-18.4	08/17/07			08/17/09			
MN 2-18.5	08/17/07			08/17/09			
MN 2-19	08/17/07			08/17/09			
MN 2-20.4	08/17/07			08/17/09			
MN 2-20.5	08/17/07			08/17/09			
MN 2-21.4	08/17/07			08/17/09			
MN 2-21.5	08/17/07			08/17/09			
MN 2-21.6	08/17/07			08/17/09			
MN 2-22	08/17/07			08/17/09			
MN 2-23	08/17/07			08/17/09			
MN 2-24	08/17/07			08/17/09			
MN 2-25.4	08/17/07			08/17/09			
MN 2-26	08/17/07			08/17/09			
MN 2-30	08/17/07			08/17/09			
MN 2-31.4	08/17/07			08/17/09			
MN 2-31.5	08/17/07			08/17/09			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program No: MN46P00250105 Replacement Housing Factor No:					Federal FY of Grant: FY 2005
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
MN 2-31.6	08/17/07			08/17/09			
MN 2-32	08/17/07			08/17/09			
MN 2-33	08/17/07			08/17/09			
MN 2-34	08/17/07			08/17/09			
MN 2-35	08/17/07			08/17/09			
MN 2-36	08/17/07			08/17/09			
MN 2-37	08/17/07			08/17/09			
MN 2-38	08/17/07			08/17/09			
MN 2-39	08/17/07			08/17/09			
MN 2-40	08/17/07			08/17/09			
MN 2-42	08/17/07			08/17/09			
MN 2-43	08/17/07			08/17/09			
MN 2-44	08/17/07			08/17/09			
MN 2-45	08/17/07			08/17/09			
MN 2-47	08/17/07			08/17/09			
MN 2-48	08/17/07			08/17/09			
MN 2-78	08/17/07			08/17/09			
MN 2-81	08/17/07			08/17/09			
MN 2-82	08/17/07			08/17/09			
MN 2-93	08/17/07			08/17/09			
MN 2-94	08/17/07			08/17/09			
MN 2-96	08/17/07			08/17/09			
Mgmt Improvements							
MIS Sftwr, Trng, Cons	08/17/07			08/17/09			
Training	08/17/07			08/17/09			
Marketing/Sr Desig	08/17/07			08/17/09			
Security Guards	08/17/07			08/17/09			
Maintenance Analysis	08/17/07			08/17/09			
Resident Employment	08/17/07			08/17/09			
Self-Help Program	08/17/07			08/17/09			

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program No: MN46P00250105 Replacement Housing Factor No:				Federal FY of Grant: FY 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Resident Initiatives	08/17/07			08/17/09			
Special Projects	08/17/07			08/17/09			
Administration	08/17/07			08/17/09			
Audit	08/17/07			08/17/09			
AW Building Systems	08/17/07			08/17/09			
Resident Special Needs	08/17/07			08/17/09			
MIS Hardware	08/17/07			08/17/09			
Relocation Costs	08/17/07			08/17/09			
Development Activities	08/17/07			08/17/09			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No: MN46R00250205	Federal FY of Grant: FFY 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 03/31/07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	46,506		0	0
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	46,506		0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No: MN46R00250105	Federal FY of Grant: FFY 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 03/31/07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision #1	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	537,323		0	0
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	537,323		0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:	Federal FY of Grant: FY 2006
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 2)
 Performance and Evaluation Report for Period Ending: (03/31/07)
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision #1	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,500,000	1,500,000	0	0
3	1408 Management Improvements	480,000	461,330	64,659	21,027
4	1410 Administration	1,300,000	1,213,169	151,916	139,908
5	1411 Audit	15,000	15,000	4,755	4,755
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,526,914	28,600	9,100	600
8	1440 Site Acquisition				
9	1450 Site Improvement	889,925	407,508	0	0
10	1460 Dwelling Structures	7,109,043	8,999,696	1,001,381	130,540
11	1465.1 Dwelling Equipment—Nonexpendable	91,600	60,000	0	0
12	1470 Nondwelling Structures	100,000	98,520	8,520	3,852
13	1475 Nondwelling Equipment	55,000	55,000	1,304	1,304
14	1485 Demolition	0	153,854	153,854	0
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	5,000	89,805	0	0
18	1499 Development Activities	10,000	0	0	0
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	13,082,482	13,082,482	1,395,489	301,986
22	Amount of line 21 Related to LBP Activities	180,000			
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs	300,000			
25	Amount of Line 21 Related to Security – Hard Costs	280,000			
26	Amount of line 21 Related to Energy Conservation Measures	291,100			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
HIGHRISE								
MN 2-3	Fees and Costs	1430	1 building	163,784	10,000	0	0	Scheduled Apr '07
	Site work design							
	Site Work	1450	1 building	746,125	0	0	0	
	parking lot reconfiguration							
	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
MN 2-6	Fees and Costs	1430		179,622	0	0	0	
	boiler replacement							
	Dwelling Unit Improvements	1460	115 units	636,600	1,007,902	0	0	Scheduled Aug '07
	kitchen and bath rehab							
	Plumbing Systems	1460	0	11,600	0	0	0	
	apt kitchen and lav stops							
	Electrical Systems	1460	3 systems	78,480	10,950	10,950	4,268	40% Complete
	card access							
	Appliances	1465	0	91,600	0	0	0	
	ranges, refrigerators							
	Mechanical Systems	1460	1 boiler	0	64,190	0	0	Scheduled May '07
	boiler replacement							
	fuel oil tank							
MN 2-8	Fees and Costs	1430	0	468,684	0	0	0	
	piping replacement							
	Plumbing Systems	1460	2 buildings	2,135,116	1,840,657	530,261	0	30% Complete
	water piping, sewer laterals, risers							Portion of cost- See CFP2005
	Electrical Systems	1460	2 systems	0	7,300	7,300	2,846	40% Complete
	card access system							
	Mod Relocation	1495	96 units	0	89,805	0	0	

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	piping replacement							Portion of cost- See CFP2005
MN 2-9	Fees and Costs	1430	0	120,600	0	0	0	
	mechanical systems							
	Electrical Systems	1460	3 systems	0	7,879	7,879	2,844	40% Complete
	card access system							
	Dwelling Unit Improvements	1460	93 units	135,300	146,556	0	0	Scheduled Apr '07
	bathroom upgrades							
	Mechanical Systems	1460	3 buildings	414,100	0	0	0	
	HVAC upgrades							
	Appliances	1465	93 units	0	60,000	0	0	Scheduled Apr '07
	refrigerators							
MN 2-10	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
	Elevators	1460	2 elevators	0	792,940	0	0	Scheduled Jun '07
	elevator upgrades							
	add elevator							
MN 2-14	Mechanical Systems	1460	1 auger	0	25,000	21,104	0	Scheduled May '07
	trash auger							
	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
MN 2-15	Electrical Systems	1460	2 systems	0	8,200	8,200	3,355	40% Complete
	card access system							
MN 2-16	Mechanical Systems	1460	1 auger	0	25,000	21,104	0	Scheduled May '07
	trash auger							
	Electrical Systems	1460	1 system	0	4,550	4,550	1,919	40% Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	card access system							
	Plumbing Systems	1460	6 pumps	0	50,000	0	0	Scheduled Apr-07
	fire pump replacement							
MN 2-17	Electrical Systems	1460	1 system	0	4,550	4,550	1,919	40% Complete
	card access system							
MN 2-18.4	Electrical Systems	1460	1 system	0	4,550	4,550	1,919	40% Complete
	card access system							
MN 2-18.5	Fees and Costs	1430	1 building	10,584	0	0	0	
	site work design							
	Site Work	1450	1 building	58,800	45,784	0	0	Scheduled Summer '07
	concrete/parking lot upgrades, site lighting, landscaping							
	Dwelling Unit Improvements	1460	4 units	0	64,069	23,569	2,569	Ongoing
	vacant unit rehab							Portion of cost- See CFP2005
	Electrical Systems	1460	1 system	0	3,379	3,379	1,423	40% Complete
	card access system							
MN 2-19	Mechanical Systems	1460	1 auger	0	28,000	23,319	0	Scheduled May '07
	trash auger							
	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
	Plumbing Systems	1460	1 building	0	50,000	0	0	Scheduled Summer '07
	domestic water piping							
MN 2-20.4	Fees and Costs	1430	66 units	100,800	0	0	0	
	kitchen rehab							
	Electrical Systems	1460	1 system	0	4,748	4,748	1,932	40% Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	card access system							
	Dwelling Unit Improvements	1460	66 units	560,000	374,697	0	0	Scheduled Summer '07
	kitchen rehab							
MN 2-20.5	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
MN 2-21.4	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
MN 2-21.5	Site Improvements	1450	1 building	0	88,750	0	0	Scheduled Apr '07
	landscaping							
	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
	Dwelling Unit Improvements	1460	2 units	0	11,808	11,808	11,803	95% Complete
	kitchen and bathroom rehab							Portion of cost- See CFP2005
	Common Area Improvements	1460	1 area	0	138,107	0	0	Scheduled Apr '07
	community room							
MN 2-21.6	Electrical Systems	1460	1 system	0	4,512	4,512	1,932	40% Complete
	card access system							
MN 2-22	Electrical Systems	1460	1 system	0	3,650	3,650	1,423	40% Complete
	card access system							
MN 2-23	Electrical Systems	1460	1 system	0	6,182	6,182	2,429	40% Complete
	card access system							
	Mechanical Systems	1460	1 room	0	11,800	0	0	Scheduled Apr '07
	laundry room							

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-24	Electrical Systems card access system	1460	1 system	0	4,139	4,139	1,919	40% Complete
	Mechanical Systems trash auger	1460	1 auger	0	25,000	21,104	0	Scheduled May '07
MN 2-25	Electrical Systems card access system	1460	1 system	0	7,672	7,672	2,844	40% Complete
MN 2-26	Electrical Systems card access system	1460	1 system	0	3,650	3,650	1,423	40% Complete
MN 2-30	Electrical Systems card access system	1460	1 system	0	4,748	4,748	1,919	40% Complete
MN 2-31	Electrical Systems card access system	1460	3 systems	0	6,182	6,182	2,429	40% Complete
	Mechanical Systems heat pumps rooftop fans	1460	1 building	0	65,000	0	0	Scheduled Summer '07
MN 2-32	Site Improvements landscaping, parking lot	1450	1 lot	0	50,000	0	0	Scheduled Apr '07
	Common Area Improvements community room	1460	1 room	0	161,139	0	0	Scheduled Apr '07 Portion of cost- See CFP2005
	Dwelling Unit Improvements kitchen rehab	1460	182 units	0	433,169	53,196	1,364	Scheduled Apr '07 Portion of cost- See CFP2005
	Electrical Systems card access system	1460	1 system	0	4,748	4,748	1,932	40% Complete
	Plumbing Systems rebuild shower valves	1460	182 units	0	15,732	15,732	15,732	Complete

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-33	Electrical Systems card access system	1460	1 system	0	4,512	4,512	1,932	40% Complete
MN 2-34	Fees and Costs architects and engineers	1430	0	320,040	0	0	0	
	Dwelling Unit Improvements kitchen rehab	1460	0	683,000	0	0	0	
	Plumbing Systems sanitary piping	1460	126 units	1,095,000	1,292,100	493	493	Scheduled Summer '07
	Electrical Systems card access system	1460	1 system	0	6,182	6,182	2,429	40% Complete
MN 2-35	Electrical Systems card access system	1460	1 system	0	8,671	8,671	7,099	40% Complete
	Plumbing Systems domestic riser	1460	1 riser	0	6,212	6,212	6,212	Complete Portion of cost- See CFP2005
MN 2-36	Common Area Improvements management office mailboxes	1460	1 office	0	566,825	1,500	0	Scheduled Mar '07
	Electrical Systems card access system	1460	1 system	0	4,748	4,748	1,932	40% Complete
MN 2-37	Electrical Systems card access system	1460	1 system	0	7,672	7,672	2,844	40% Complete
	Plumbing Systems water main replacement	1460	1 main	0	20,701	20,701	0	Complete
MN 2-42	Site Improvements	1450	1 lot	0	130,000	0	0	Scheduled Summer '07

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
	parking lot upgrades							
	Electrical Systems	1460	1 system	0	4,550	4,550	1,919	40% Complete
	card access system							
MN 2-50	Site Improvements	1450	1 building	0	92,974	0	0	Scheduled Summer '07
	landscaping							
	parking lot upgrades							
	Electrical Systems	1460	1 system	0	5,684	5,684	2,844	40% Complete
	card access system							
ROWHOUSE								
MN 2-1	Fees and Costs	1430	0	15,300	0	0	0	
	architects and engineers							
	Site Work	1450	0	85,000	0	0	0	
	porch & columns upgrades							
	Dwelling Unit Improvements	1460	28 buildings	0	300,829	16,142	1,286	Scheduled Mar '07
	kitchen & bath rehab – ventilation							
SCATTERED SITES								
MN 2-2	Dwelling Unit Improvements	1460	1 unit	0	9,500	9,500	0	not started
	general rehab							
MN 2-13	Fees and Costs	1430	2 units	0	8,500	8,500	0	not started
	haz mat testing							
	Non-dwelling Structures	1470		50,000	0	0	0	
	sheds & garages							
	Dwelling Unit Improvements	1460	20 units	150,000	415,404	12,700	10,614	10% complete
	LBP abatement/rehab							

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:				Federal FY of Grant: FY 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
MN 2-38	Non-dwelling Structures sheds & garages	1470	0	50,000	0	0	0	
	Dwelling Unit Improvements LBP abatement/rehab	1460	0	100,000	0	0	0	
MN 2-43	Dwelling Unit Improvements LBP abatement/rehab ventilation	1460	10 units	150,000	26,247	18,747	8,797	5% complete
	Building Envelope roof replacement	1460	2 units	0	8,500	0	0	not started
MN 2-47	Fees and Costs haz mat testing	1430	23 units	0	600	600	600	Complete
	Reconstruct Fire Unit 3951 6 th St N	1460	1 unit	25,000	50,000	25,000	0	50% complete
MN 2-82	Dwelling Unit Improvements ventilation	1460	2 units	0	14,234	34	34	5% complete
MGMT/MAINT FACILITIES								
MN 2-93 (1301 Bryant)	Electrical Systems card access system	1470	1 system	0	5,846	5,846	2,429	40% Complete
MN 2-94 (555 Girard)	Fees and Costs demolition consultant	1430	0	147,500	9,500	0	0	Scheduled Apr-07
	Demolition	1485	1 building	0	153,854	153,854	0	Scheduled Apr-07 Portion of cost- See CFP2005
MN 2-96	Building Envelope	1470	2 stairwells	0	90,000	0	0	Scheduled Summer '07

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: MN46P00250106 Replacement Housing Factor Grant No:			Federal FY of Grant: FY 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revised	Funds Obligated	Funds Expended	
(1001 Washing)	sealcoat stairwell exterior							
	door replacement							
	Electrical Systems	1470	1 system	0	2,674	2,674	1,423	40% Complete
	card access system							
AREA-WIDE	Contribution to Operations	1406		1,500,000	1,500,000	0	0	
	Management Improvements	1408						
	MIS Software, Training, Consulting			60,000	0	0	0	not started
	Training			20,000	20,000	2,250	2,250	5% complete
	Security Guards			300,000	300,000	0	0	not started
	Resident Employment			0	43,632	43,632	0	50% complete
	Self-Help Program			100,000	97,698	18,777	18,777	25% complete
	Administration	1410		1,300,000	1,213,169	151,916	139,908	25% complete
	Audit	1411		15,000	15,000	4,755	4,755	25 % complete
	Area-Wide Card Access System	1460		0	37,067	0	0	10% complete
	Area-Wide Trash Management	1460		0	121,200	0	0	10% complete
	Area-Wide Building Systems	1460		884,847	0	0	0	10% complete
	Area-Wide Security Improvements	1460		0	555,956	0	0	80% complete
	Emergency Generators	1460		0	75,000	0	0	not started
	Resident Special Needs	1460		50,000	0	0	0	
	MIS Hardware	1475		55,000	55,000	1,304	1,304	5% complete
	Relocation Costs	1495		5,000	0	0	0	
	Development	1499		10,000	0	0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program No: MN46P00250106 Replacement Housing Factor No:					Federal FY of Grant: FY 2006
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
MN 2-1	07/17/08			07/17/10			
MN 2-2	07/17/08			07/17/10			
MN 2-3	07/17/08			07/17/10			
MN 2-6	07/17/08			07/17/10			
MN 2-8	07/17/08			07/17/10			
MN 2-9	07/17/08			07/17/10			
MN 2-10	07/17/08			07/17/10			
MN 2-13	07/17/08			07/17/10			
MN 2-14	07/17/08			07/17/10			
MN 2-15	07/17/08			07/17/10			
MN 2-16	07/17/08			07/17/10			
MN 2-17	07/17/08			07/17/10			
MN 2-18.4	07/17/08			07/17/10			
MN 2-18.5	07/17/08			07/17/10			
MN 2-19	07/17/08			07/17/10			
MN 2-20.4	07/17/08			07/17/10			
MN 2-20.5	07/17/08			07/17/10			
MN 2-21.4	07/17/08			07/17/10			
MN 2-21.5	07/17/08			07/17/10			
MN 2-21.6	07/17/08			07/17/10			
MN 2-22	07/17/08			07/17/10			
MN 2-23	07/17/08			07/17/10			
MN 2-24	07/17/08			07/17/10			
MN 2-25	07/17/08			07/17/10			
MN 2-26	07/17/08			07/17/10			
MN 2-30	07/17/08			07/17/10			
MN 2-31	07/17/08			07/17/10			
MN 2-32	07/17/08			07/17/10			
MN 2-33	07/17/08			07/17/10			
MN 2-34	07/17/08			07/17/10			
MN 2-35	07/17/08			07/17/10			

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Minneapolis Public Housing Authority		Grant Type and Number Capital Fund Program No: MN46P00250106 Replacement Housing Factor No:				Federal FY of Grant: FY 2006	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
MN 2-36	07/17/08			07/17/10			
MN 2-37	07/17/08			07/17/10			
MN 2-38	07/17/08			07/17/10			
MN 2-42	07/17/08			07/17/10			
MN 2-43	07/17/08			07/17/10			
MN 2-47	07/17/08			07/17/10			
MN 2-50	07/17/08			07/17/10			
MN 2-93	07/17/08			07/17/10			
MN 2-94	07/17/08			07/17/10			
MN 2-96	07/17/08			07/17/10			
Mgmt Improvements	07/17/08			07/17/10			
MIS Sftwr, Trng, Cons	07/17/08			07/17/10			
Training	07/17/08			07/17/10			
Communications	07/17/08			07/17/10			
Security Guards	07/17/08			07/17/10			
Maintenance Analysis	07/17/08			07/17/10			
Resident Employment	07/17/08			07/17/10			
Section 3	07/17/08			07/17/10			
Self-Help Program	07/17/08			07/17/10			
Resident Initiatives	07/17/08			07/17/10			
Special Projects	07/17/08			07/17/10			
Administration	07/17/08			07/17/10			
Audit	07/17/08			07/17/10			
AW Building Systems	07/17/08			07/17/10			
Resident Special Needs	07/17/08			07/17/10			
MIS Hardware	07/17/08			07/17/10			
Relocation Costs	07/17/08			07/17/10			
Development Activities	07/17/08			07/17/10			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No: MN46R00250106	Federal FY of Grant: FFY 2006
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 03/31/07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	3,719		3,429	3,429
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	3,429		3,429	3,429
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Minneapolis Public Housing Authority	Grant Type and Number Capital Fund Program: Capital Fund Program Replacement Housing Factor Grant No: MN46R00250206	Federal FY of Grant: FFY 2006
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 03/31/07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
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 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	497,160		222,462	222,462
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	497,160		222,462	222,462
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				



MINNEAPOLIS PUBLIC HOUSING AUTHORITY

ASSET MANAGEMENT POLICY

Whereas the Minneapolis Public Housing Authority (MPHA) desires to manage and operate its assets in accordance with its mission to promote and deliver quality and well managed homes to a diverse low income population;

Whereas HUD's Operating Fund Rule requires MPHA to organize its resources and manage its assets in accordance with Project Based Accounting (PBA) and Asset Management principles; and

Now therefore, MPHA adopts the following Asset Management Policy...

MPHA seeks through this policy to maximize its resources, manage its properties for optimal efficiencies and strengthen its core business function of providing quality well managed homes. Under this policy it is MPHA's goal to preserve its current public housing inventory, develop additional affordable housing in the community and better address local housing needs in locally determined ways.

MPHA will, as needed, assess its current housing inventory considering the financial, operational and strategic needs of the community and take action to improve, dispose of, replace and/or add to its holdings in order to support the mission of MPHA and the affordable housing initiatives of the City of Minneapolis, which work to ensure that an array of housing choices exist to meet the needs of Minneapolis' current residents and to attract new residents to the city including: creating suitable living environments, providing decent housing, and expanding economic opportunities. All actions taken under this policy shall be in conformance with HUD requirements and other applicable rules and regulations which govern MPHA.

In those circumstances where MPHA initiates an action that results in disposition of property, MPHA will have as a goal, one for one replacement of units disposed of, provide timely notice and relocation assistance to families displaced and when possible offer home-ownership opportunities.

In taking actions that result in acquisition of properties, MPHA will place and/or purchase housing in geographically diverse and non-concentrated areas and protect against displacement of others as is feasible.

MPHA will, as appropriate, include all actions taken as a result of this policy in notices, plans and communications as required by HUD.



MINNEAPOLIS PUBLIC HOUSING AUTHORITY

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

A. PURPOSE

The purpose of this Plan is to assist Minneapolis Public Housing Authority (MPHA) staff in providing meaningful access to MPHA’s programs and activities by persons with Limited English Proficiency (LEP). MPHA is committed to complying with federal requirements in providing free meaningful access for its LEP clients. No LEP client will be denied access to an MPHA program because the client does not speak English or communicates in English on a limited basis.

B. DEFINITION OF TERMS

1. Client – A client is a person who:

- a. is an applicant for public housing, Section 8, homeownership and other MPHA programs;
- b. is a recipient of public housing, Section 8, home ownership and other MPHA programs; or
- c. may be eligible for MPHA’s programs but is underserved and may benefit from an outreach program.

2. Effective Communication –Effective communication occurs when MPHA staff has taken reasonable steps to provide meaningful access to an LEP client. Effective communication also means that the LEP client is able to provide and receive required or necessary information.

3. Interpretation – Interpretation means the oral or spoken transfer of a message from one language into another language.

4. Language Assistance- Language assistance includes interpretation and translation. MPHA has the sole discretion to determine whether to provide the language assistance in the form of interpretation or translation.

5. Limited English Proficiency (LEP) – A person who does not speak English as their primary language **and** who has a limited ability to read, write, speak or understand English may be limited English proficient (LEP) and may be entitled to language assistance with respect to a particular program, benefit or right. The focus is on the client’s lack of English proficiency. A client who proficiently speaks English may not be a LEP client.

6. Meaningful Access – Meaningful access is free language assistance in compliance with federal requirements. MPHA’s goal is to provide meaningful access to MPHA’s programs and services by LEP persons in a manner that balances the following four factors:

- a. The number of or proportion of LEP persons eligible to be served or likely to be encountered by MPHA.
- b. The frequency with which MPHA comes into contact with a particular language. MPHA’s daily contact with a particular language may require more language service, than sporadic contact.
- c. The nature and importance of the program, activity or service to the person’s life. A compulsory activity is evidence of importance. For example, voluntary attendance at a resident meeting does not have the same importance as the application and termination process for public housing and Section 8 participation.
- d. MPHA’s resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. MPHA determines the budget for language assistance.

7. Translation – Translation means the written transfer of a message from one language into another language.

8. Vital Document – A vital document is one that is critical for ensuring that a LEP person has meaningful access.

C. OFFER OF FREE LANGUAGE ASSISTANCE

MPHA staff will offer the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and MPHA determines that the client is LEP and that language assistance is necessary to provide meaningful access, MPHA will make reasonable efforts to provide free language assistance. If reasonably possible MPHA will provide the language assistance in the LEP client’s preferred language.

D. LANGUAGE ASSISTANCE

1. Mix of Language Assistance

MPHA has substantial flexibility in determining the type of language assistance necessary to provide meaningful access. Meaningful access should be at a time and place that avoids the effective denial of the program or an undue burden or delay in the rights, benefits or services to the LEP person.

2. Translation of Documents

- a. Where 10% of MPHA’s public housing tenants or Section 8 recipients are LEP persons and speak a specific language, MPHA will translate the public housing lease and selected mass mailings and documents of vital importance in that language.

- b. MPHA may translate vital documents. MPHA will determine whether to translate a document on a case by case basis considering the totality of circumstances and the four factors listed under Section B. 6. Meaningful Access.
- c. MPHA may also consider the likely lifespan of the document. Based upon this analysis, MPHA has determined that it is not cost effective to translate a one of a kind document such as a letter denying admission to a program, notice of lease termination, a court eviction action and a Section 8 notice of termination of rental assistance program participation and a letter of non-disclosure.
- d. Persons who may approve the translation of a document include: Executive Director; Deputy Executive Director; Director of Asset Operations Management; Director of Housing Choice Voucher Program and Director of Legal Services.

3. Formal Interpreters

- a. Formal interpreters include MPHA bilingual staff and contract vendors.
- b. Formal interpreters shall be used at the: 1) formal hearing for denial of admission to public housing; 2) informal settlement conferences and formal hearing for termination of public housing; 3) nondisclosure hearing for Section 8 participation; and 4) termination hearing for Section 8 participation.
- c. A MPHA Staff interpreter may not be a subordinate to the person making the decision.

4. Informal Interpreters

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. Informal interpreters may be appropriate depending upon the circumstances and subject matter. However in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
- b. An LEP person may use an informal interpreter of their own choosing and expense in place of or as a supplement to the free language assistance offered by MPHA. If possible, MPHA should accommodate a LEP client's request to have an informal interpreter. In these cases the client and interpreter should sign a waiver of free interpreter services.
- c. MPHA may risk noncompliance if it requires, suggests, or encourages a LEP client to use an informal interpreter.
- d. If a LEP client prefers an informal interpreter, after MPHA has offered free interpreter services, the informal interpreter may interpret.
- e. If a LEP client wants an informal interpreter, MPHA may also have a formal interpreter present.

5. Outside Resources

- a. Outside Resources may include community volunteers, Minneapolis Highrise Representative Council, City Liaison, and MPHA residents or Section 8 participants.
- b. Outside Resources may be used for interpretive services at public or informal meetings or events.

6. Emergency Situations

Any interpreter may be used in an emergency situation. MPHA should first respond to the emergency and follow-up with language assistance as appropriate.

7. Document Use of Interpreter

MPHA staff will document in the LEP client's file or record when an interpreter is used during the application and termination process to a MPHA program or during a public housing grievance procedure.

8. Vital Document

A vital document is one that is critical for ensuring that a LEP person has meaningful access.

E. GUIDELINES FOR USING AN INTERPRETER

1. State the purpose of your communication and describe the type of information you may convey.
2. Enunciate your words and avoid contractions such as "can't" which can be easily misunderstood. Instead say, "cannot."
3. Speak in short sentences, expressing one idea at a time and allow the information to be interpreted.
4. Avoid the use of double negatives, e.g., "If you don't appear in person, you won't get your benefits." Instead say, "You must come in person in order to get your benefits."
5. Speak to the LEP client and not to the interpreter.
6. Avoid using slang and acronyms such as MFIP. If you must do so, please explain their meaning.
7. Provide brief explanations of technical terms or terms of art, such as recertification, income disregard and minimum rent.
8. Occasionally ask if the interpreter understands the information or if you should slow down or speed up your speech. If the interpreter is confused, the client may also be confused.

9. Occasionally ask if the LEP client understands the information. You may have to repeat or clarify some information by saying it in a different way.
10. Be patient and thank the interpreter.

F. NOTICE OF FREE LANGUAGE ASSISTANCE FOR MPHA BUSINESS

1. Applications for public housing and Section 8 participation will ask applicants if they are LEP and need free language assistance for MPHA business.
2. The letter informing clients about recertification will state that clients may contact their eligibility technician to request free language assistance for MPHA business.
3. Each denial to public housing, lease termination and denial or termination of Section 8 participation will state that the client may contact MPHA for free language assistance about the action taken.
4. The public housing monthly rental statement will state that a tenant may contact their property manager for free language assistance for MPHA business.
5. MPHA will determine on what other occasions to give notice that a client may request free language assistance for MPHA business.
6. MPHA will make a language identification flashcard available to staff.

G. PRIVATE AND CONFIDENTIAL DATA

1. MPHA Staff Interpreters

Federal and state law requires MPHA to protect private or confidential data.

2. Contract Language Assistance Vendors

Contract language assistance vendors will sign a “State and Federal Data Privacy Statement” form as part of the contract documents.

3. Informal Interpreters

When using informal interpreters MPHA should have the informal interpreter and client sign a “Waiver of Free Interpretive Services” form.

H. COLLECTION OF LANGUAGE INFORMATION

1. The application for public housing and Section 8 shall ask the LEP client to identify their language.
2. MPHA will enter a client’s language on the tracking software for public housing and Section 8.

I. MPHA STAFF TRAINING

1. MPHA will make the LEP Plan available to staff.
2. MPHA will inform new employees in the New Employee Orientation of MPHA's duty to offer free language assistance in compliance with federal requirements.
3. MPHA Staff who have ongoing contact with LEP clients will attend LEP training.
4. 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
 - e. Identity of the LEP Manager, bilingual staff and contract interpreters. .

J. MONITORING

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

1. A summary report from the tracking software of the number of MPHA clients who are LEP.
2. A summary report from the tracking software listing the languages used by LEP clients.
3. A determination as to whether 10% of MPHA's clients speak a specific language requiring the translation of documents as provided in Part D-2 listed above.

K. LEP PLAN DISTRIBUTION AND PUBLIC POSTING

The LEP Plan will be:

1. Distributed to all MPHA supervisors.
2. Available in MPHA Management Offices and the Section 8 Department.
3. Posted on MPHA's website, mphaonline.org.

L. CONFLICT AND SCOPE

The LEP Plan does not create a standard of care, a covenant of habitability or any rights to third parties or MPHA clients. The Plan does not enlarge MPHA's duty under any law, regulation or ordinance. If this Plan conflicts, with applicable law, regulation or ordinance, the applicable law, regulation or ordinance shall prevail. This Plan is incorporated into the MPHA Statement of Policies and Section 8 Administrative Plan. If this Plan conflicts with another MPHA Policy such as its Statement of Policies or Section 8 Administrative Plan, the LEP Plan will control. The Plan is a general guideline as to a standard of care to which MPHA aspires.



MINNEAPOLIS PUBLIC HOUSING AUTHORITY

Reasonable Accommodation Policy

1.0 Purpose

The purpose of this policy is to assist Minneapolis Public Housing Authority (MPHA) staff in providing reasonable accommodations to its applicants, public housing residents, 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.

2.0 Mission Statement

MPHA's policy is to comply with the Rehabilitation Act, § 504 29 U.S.C. § 794, as implemented by 24 C.F.R. § 8, Americans with Disabilities Act, 42 U.S.C. § 2101 as implemented by 28 C.F.R. § 35 and 29 C.F.R. § 1630, Fair Housing Act, 42 U.S.C. § 3601 as implemented by 24 C.F.R. §100, Minnesota Human Rights Act, Minn. Stat. § 363 and Minneapolis Civil Rights Ordinance.

MPHA shall not discriminate or retaliate against an applicant, public housing resident, Section 8 participant or other program recipient because of disability, race, color, creed, religion, national origin or ancestry, familial status, sex, sexual preference, veteran status, public assistance status, marital status, age, or political affiliation. MPHA shall not retaliate against a person who claims discrimination. MPHA shall not solely on the basis of a disability, deny benefits to an otherwise qualified person. MPHA shall give a qualified person with a disability through a reasonable accommodation an equal opportunity to participate in and benefit from its housing, aid, benefit or service.

By means of a reasonable accommodation, MPHA shall give a qualified person with a disability housing, aid, benefit or service that is equally effective as that provided to others without a disability. The term "equally effective" is not intended to produce an identical result or level of achievement as a person without a disability but is intended to give a person with a disability an equal opportunity to obtain the same result or level of achievement.

3.0 **Disability**

3.1 **A Person With A Disability Is One Who:**

1. Has a physical or mental impairment that substantially or as regards the Minnesota Human Rights Act and Minneapolis Ordinances materially limits one or more major life activity;
2. Has a record of such impairment; or
3. Is regarded as having such impairment.

3.2 Specifically, excluded from the definition of a disability under the Americans with Disabilities Act are:

- a.) Sexual behavior disorders such as transvestitism, pedophilia, exhibitionism and voyeurism.
 - b.) Compulsive gamblers, kleptomaniacs or pyromaniacs.
 - c.) Homosexuality, bisexuality, gender disorders and transsexual conduct
- 3.3 Under the Americans with Disabilities Act, the disability must be current and substantially limit one or more major life activity. Under certain circumstances, physical conditions such as high blood pressure and poor vision, which are corrected by medication or another measure, are not disabilities.
- 3.4 Under 24 CFR § 100.201 (a)(2), a disability does not include the current illegal use of or addiction to a controlled substance. Also, being a transvestite is not a disability. Also, for purposes of eligibility for low-income housing a person does not have a disability solely based on any drug or alcohol dependence.

3.5 **Major Life Activity**

Includes but is not limited to caring for one's self, doing manual tasks, walking, seeing, sleeping, hearing, speaking, breathing, learning and working.

3.6 **Mental and Physical Impairments**

A mental impairment may include but is not limited to mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

A physical impairment may include the following body systems: neurological; musculoskeletal; senses; respiratory; cardiovascular; reproductive, digestive, genito-urinary, hemic and lymphatic; skin; and endocrine.

A mental or physical impairment may include but is not limited to cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, and mental retardation.

3.7 **A Qualified Person With A Disability**

One who meets the essential eligibility requirements and who can achieve the purpose of the program or activity with or without modifications.

3.8 **Essential Eligibility Requirements**

Include but are not limited to: stated eligibility requirements like income; compliance with selection criteria; timely payment of financial obligations; care of premises; no disqualifying criminal or drug activities; respect for the rights of others; explicit or implicit requirements inherent to the program or activity; and compliance with all obligations of occupancy with or without supportive services provided by persons other than MPHA. A person may request a reasonable accommodation to meet the essential eligibility requirements. For instance, a mentally ill person whose conduct even with a reasonable accommodation poses a significant risk of substantial interference with the health, safety or peaceful enjoyment of the premises, or would result in substantial physical damage to the property of others, may not be qualified for a project or program lacking the necessary supportive services.

3.9 **Exclusions**

A person with a disability may be excluded if the person is not “otherwise qualified” for housing or when a person’s tenancy with or without a reasonable accommodation would pose a direct threat to others or the person’s own health or safety or would result in substantial physical damage to the property of others.

3.10 **Undue Hardship**

MPHA has the burden to show that the reasonable accommodation would result in an undue hardship. An undue hardship is a significant difficulty or expense or undue financial or administrative burden.

4.0 **Reasonable Accommodation**

4.1 **Need for a Reasonable Accommodation and Nexus Between the Disability and Accommodation**

A reasonable accommodation may include a transfer, an alteration to the home or housing complex or an exception to MPHA’s rules, policies or procedures. While MPHA may accept the judgment of the person with the disability that an accommodation is needed, MPHA may require the person to show the need for an accommodation. Also, MPHA may investigate alternatives to the requested accommodation and/or alternative methods of providing the requested accommodation. MPHA will select an appropriate accommodation which is most convenient and cost effective for MPHA.

The person with the disability has the burden to show that there is a connection between the disability and the accommodation and a connection between the disability and the

lease violation. The person must also show that the accommodation is likely to enable the person to comply with the lease or the program and that the person will accept the necessary assistance.

However, MPHA cannot amend the lease or the program requiring the person to accept such services. MPHA may evict or deny admission to the program if the rejection of the services results in conduct that violates the lease or program. For example, MPHA may not evict a tenant for not taking a medication, but may evict the tenant for conduct resulting in serious or repeated lease violations resulting from not taking the medication.

4.2 **Reasons To Deny An Accommodation**

MPHA shall make a reasonable accommodation for a physical or mental impairment of a qualified applicant or recipient unless MPHA shows that:

- (a) the accommodation would impose an undue financial or administrative burden;
- (b) the accommodation will fundamentally change the nature of the program;
- (c) the accommodation would pose a direct threat to others or the person's own health or safety;
- (d) the accommodation would result in substantial physical damage to MPHA's property or the property of others;
- (e) the person can not meet the essential eligibility requirements;
- (f) the request is not a request for a reasonable accommodation;
- (g) there is a lack of documentation of the disability;
- (h) the documentation of the disability lacks credibility or foundation;
- (i) the accommodation has failed in the past and the person can not show new circumstances as to why the accommodation will likely work in the future;
- (j) the request is based upon a personal preference; or
- (k) other reasons as provided by law or regulation.

For instance, a reasonable accommodation is not a personal preference. A personal preference is the liking of something over another. In addition, a reasonable accommodation does not require MPHA to provide counseling, medical or social services that are outside the scope of services provided to other persons.

MPHA may also deny a request for a reasonable accommodation if the person does not show a nexus between the disability and the accommodation.

5.0 **Communication Accommodations**

MPHA shall make reasonable accommodations to communicate with applicants, public housing residents, Section 8 participants, other program recipients and members of the public. Reasonable accommodations may include using auxiliary aids such as interpreters for applicants, Braille materials, large print materials, audio tapes, note takers or telecommunication devices for deaf persons. MPHA is not required to provide devices that are of a personal nature or that are prescribed for personal use or study.

6.0 **Application Process**

During the application process, MPHA may ask all applicants the same appropriate questions. An applicant is not required to talk about a disability. However, MPHA may ask an applicant to verify a disability if the applicant asks for a reasonable accommodation. MPHA shall not assume that a person has a disability.

An applicant may refuse to explain negative information because it may reveal the existence, nature or severity of a disability. The applicant has the right not to discuss the disability. However, MPHA may have the right to deny admission because of a lack of information or negative information.

If an applicant requests a reasonable accommodation, the applicant has the burden to show that the accommodation is likely to enable the applicant to comply with the lease and that the applicant will accept necessary assistance. MPHA may make it a condition of an applicant's admission to accept supportive services or attend a self-help group or rehabilitation program if the applicant's history warrants. However, 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.

7.0 **Physical Accessibility**

Where practicable, MPHA's buildings will be physically accessible and usable by disabled persons. With each physical alteration, a cost base analysis may be needed. Cost base factors include but are not limited to the type of accommodations, cost, the size of MPHA's overall housing business, number of units, type of units, budget, expenses and ability to recoup the cost.

Alterations in new construction shall comply with federal and state law and regulations. MPHA will comply with Sections 4.0 and 4.1 in determining whether to grant a physical accommodation. If a physical accommodation is unreasonable, MPHA may provide for program access at a different accessible location.

8.0 **Barrier Free Units**

It is MPHA's goal to provide barrier free units for persons with mobility-impairments of at least 5% of the total number of the units in each project as follows:

- 8.1 In new construction 5% of the units will be barrier free and an additional 2% will be accessible for the hearing or sight-impaired. MPHA will comply with accessibility standards as provided by the Uniform Federal Accessibility Standards, 24 C.F.R. § 40, Appendix A and the Americans with Disabilities Act Accessibility Guidelines.
- 8.2 If the rehabilitation of existing projects is 75% or more of the replacement cost of the completed facility, 5% of the units will be barrier free and as needed, equipment for the hearing or sight impaired will be installed.
- 8.3 Alteration work in a dwelling unit that does not exceed 75% of the replacement cost of the completed facility, but is substantial in nature as determined by MPHA, will include the conversion of 5% of the units to barrier free at the time of construction.
- 8.4 Buildings receiving modernization work resulting in substantial work in the units which does not exceed 75% of the cost of the unit and with existing programs that service the disabled or frail elderly, the number of handicapped units may exceed 5% at MPHA's discretion.
- 8.5 Consistent with the provisions of this policy, barrier free units may be created to meet the specific needs of a resident in a building.

9.0 **Accessible Units For Hearing and Sight Impaired**

MPHA will modify units to reasonably accommodate residents with hearing or sight impairments consistent with the provisions of this policy.

10.0 **Barrier Free Common Areas and Non-Dwelling Areas**

It is MPHA's goal to achieve barrier free common areas and non-dwelling sites. Non-dwelling areas within a building, which are not accessible, will be modified to meet accessibility requirements when the building undergoes comprehensive modernization or when making a reasonable accommodation.

11.0 **Resident Transfer To Another Unit**

- 11.1 When MPHA determines that a transfer is appropriate as a reasonable accommodation to a person with a disability, MPHA will offer two suitable units to the resident. If MPHA determines that the refusals are not due to the disability, MPHA will cancel the transfer.
- 11.2 MPHA will offer a transfer or modification to a resident in the priority listed below.
1. First if available, MPHA will offer to the resident a unit in the same project.
 2. Second if available, MPHA will offer to the resident, a unit in any building. If a unit is not available, the resident will be placed on a waiting list for a reasonable period of time.
 3. Third, MPHA may modify the resident's current unit consistent with the provisions of this policy.

4. Fourth, MPHA will offer the resident a Section 8 voucher.

12.0 **Disabled Applicants On The Waiting List**

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

- 12.1 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.
- 12.2 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.
- 12.3 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 resident, the occupant in the unit shall vacate and transfer to another unit. The transferred tenant is entitled to due process.

13.0 **Program Accessibility**

MPHA will make reasonable accommodations for qualified persons with disabilities to have access and use its programs. Except when necessary to maintain the fundamental nature of the program, MPHA will not use the eligibility criteria, which adversely impacts upon disabled persons.

14.0 **Section 8**

When issuing a housing voucher to a family with a disabled person, MPHA shall include a current listing of available accessible units known to it. If necessary, MPHA will offer other assistance to the family in locating an available accessible dwelling unit. MPHA shall consider the special problems of a disabled person in locating accessible housing when considering requests for extensions of housing vouchers.

If necessary, MPHA shall request an exception to fair market rents to allow a Section 8 voucher holder to rent an accessible unit.

15.0 **A Disabled Person's Compliance with MPHA's Rules, Policies or Procedures.**

A reasonable accommodation may include an exception to MPHA's rules, policies and procedures. If an applicant or recipient can show that the failure to comply with a rule, policy or procedure was due to a disability, MPHA may reinstate the person's status. This may include reinstating the person to a waiting list at an original spot or setting aside the termination or eviction procedures.

An exception to MPHA's rules, procedures and policies does not require a lowering or a waiver of the essential requirements of a lease or program. If a tenant refuses services or

another reasonable accommodation, and violating conduct continues, MPHA may take the same action as it would with a person without a disability.

A disabled person is required to show documentation of the disability and the need for the accommodation. Without such documentation, MPHA need not offer an accommodation such as a companion or service animal. If MPHA allows a disabled person to have a companion or service animal, the person must maintain health and safety standards in keeping the animal. Animals that are dangerous or potentially dangerous under federal law or regulation, state law or local ordinance are not permitted.

16.0 **Grievances**

A grievance is any dispute which an applicant or recipient may have for MPHA's failure to provide the requested accommodation. A person or their representative shall present a grievance either verbally or in writing to MPHA's area Management Office within 10 working days after the receipt of the denial of the request. The grievance shall state:

1. The reasons for the grievance;
2. The actions requested; and
3. The name, address, and telephone number of applicant or recipient.

MPHA will process the grievance in accordance with MPHA's Grievance Procedures as set forth in its Statement of Policies Governing Admission to and Continued Occupancy of Low-Rent Housing or Section 8 Program Administrative Plan.

17.0 **Amendment**

The Executive Director may amend this policy when it is reasonably necessary to effectuate its intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Executive Director for consideration. Where reasonably necessary, the Executive Director may approve the amendment. The amendment shall be effective and incorporated herein on the date that the Executive Director signs the amendment.

18.0 **Conflict and Scope**

This Policy does not enlarge MPHA's duty under any law, regulation or ordinance. If this Policy conflicts with applicable law, regulation or ordinance, the applicable law, regulation or ordinance shall prevail. This Policy is incorporated into MPHA's Statement of Policies and Section 8 Administration Plan. If this Policy conflicts with another MPHA Policy such as its Statement of Policies or Section 8 Administration Plan, this Policy will 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.



MINNEAPOLIS PUBLIC HOUSING AUTHORITY

Violence Against Women Act Policy

1.0 Purpose

The purpose of this Policy is to reduce domestic violence, dating violence and stalking and to prevent homelessness 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 Act to its applicants, public housing residents, Section 8 participants and other program participants.

2.0 Mission Statement

MPHA's policy is to comply with the 2005 VAWA Pub. L. 109-162; Stat. 2960 signed into law on January 5, 2006 and codified at 42 U.S.C. § 1437d (l) and 1437f (d), (o) & l and (u). MPHA shall not discriminate against an applicant, public housing resident, 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 "Section 8 Program Administrative Plan" and applies to all MPHA housing programs including the Family Self Sufficiency Program and Housing Counseling Programs.

3.0 Definitions

The definitions in this Section apply only to this Policy.

3.1 Confidentiality: Means that MPHA will not enter information provided to MPHA under 4.2 into a shared database or provide this information to any related entity except as stated in 4.3.

3.2 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. 42 U.S.C. § 1437d (u) (3) (A).

- 3.3 Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse 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, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Minnesota, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Minnesota. 42 U.S.C. § 1437d (u) (3) (B).
- 3.4 Homeless, Homeless Individual, and Homeless Person:** A person who lacks a fixed, regular and adequate nighttime residence. Also includes: a) a person who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; b) a person living in a motel, hotel, trailer park, or campground due to lack of alternative adequate accommodations; c) a person living in emergency or transitional shelter; d) a person abandoned in a hospital; e) a person awaiting foster care placement; or f) a person who has a primary nighttime resident that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings. VAWA of 2005 § 41403.
- 3.5 Involuntary Displacement:** Occurs when a victim has vacated or will have to vacate their housing unit because of domestic violence, dating domestic violence or stalking against the victim.
- 3.6 Immediate Family Member:** A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other person living in the household of the victim and related to the victim by blood or marriage. 42 U.S.C. § 1437d (u) (3) (D)
- 3.7 Long-term Housing:** Is housing that is sustainable, accessible, affordable and safe for the foreseeable future which: a) the person rents or owns; b) is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program; c) is directly provided by MPHA, is not time limited and is available as long as the person meets the eligibility requirements of the program.
- 3.8 Perpetrator:** A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.
- 3.9 Stalking:** (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the

intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim. 42 U.S.C. § 1437d (u)(3)(C).

3.10 Victim: Is a person who is the victim of domestic violence, dating violence, or stalking under this Policy and who has timely and completely completed the certification under 4.2 or as requested by MPHA.

4.0 Certification and Confidentiality

4.1 Failure to Provide Certification

The person shall provide complete and accurate certifications to MPHA, owner or 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 or Section 8 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, the owner or manager may take action to deny or terminate participation or tenancy under: 42 U. S. C. § 1437 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); or 42 U. S. C. § 1437f (o)(20) or for other good cause.

4.2 Certification

A person who is claiming victim status shall provide to MPHA a) documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or b) a federal, state, tribal, territorial, local police or court record.

4.3 Confidentiality

MPHA, the owner and manager shall keep all information provided to MPHA under this Section confidential. MPHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- (a) the victim requests or consents to the disclosure in writing;
- (b) the disclosure is required for:
 - (i) eviction from public housing under 42 U. S. C. § 1437 l (5) & (6) (See Section 5 in this Policy);
 - (ii) termination of Section 8 assistance under 42 U. S. C. § 1437f (c)(9); 42 U. S. C. § 1437f (d)(1)(B)(ii) & (iii); 42 U. S. C. § 1437f (o)(7)(C) &(D); or 42 U. S. C. § 1437f (o)(20) (See Section 5 in this Policy); or
- (c) the disclosure is required by applicable law.

4.4 Compliance Not Sufficient to Constitute Evidence of Unreasonable Act

The MPHA, owner or manager's compliance with Sections 4.1 and 4.2 alone shall not be sufficient to show evidence of an unreasonable act or omission by them.

5.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

- 5.1** MPHA shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission of assistance.
- 5.2** An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by victim and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.
- 5.3** Criminal activity directly related to domestic violence, dating violence, 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 immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- 5.4** Notwithstanding Sections 5.1, 5.2 and 5.3 MPHA, an owner 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 acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. 42 U.S.C. §1437d(1)(6)(B).

- 5.5** Nothing in Sections 5.1, 5.2 and 5.3 shall limit the authority of MPHA, an owner 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.
- 5.6** Nothing in Sections 5.1, 5.2 and 5.3 limits MPHA, an owner 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.
- 5.7** Nothing in Sections 5.1, 5.2 and 5.3 limits MPHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the MPHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
- 5.8** Nothing in Sections 5.1, 5.2 or 5.3 limits MPHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.
- 5.9** A Section 8 recipient who moves out of a assisted dwelling unit to protect their health or safety and who: a) is a victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and c) has complied with all other obligations of the Section 8 program may receive a voucher and move to another Section 8 jurisdiction.
- 5.10** A public housing tenant who wants a transfer to protect their health or safety and who: a) is victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and c) has complied with all other obligations of the public housing program may transfer to another MPHA unit, receive a Section 8 voucher and stay in Minneapolis or move to another Section 8 jurisdiction.

6.0 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. The victim shall comply with the lease and act in a manner which will not disturb the peaceful enjoyment of the premises. To comply with the lease, the victim may have to take action which may include: a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; b) obtaining and enforcing a trespass against the perpetrator; c) enforcing MPHA or law enforcement's trespass of the

perpetrator; d) preventing the delivery of the perpetrator's mail to the victim's unit; e) providing certification information or f) other reasonable measures.

7.0 Notice to Applicants, Participants, Tenants and Section 8 Managers and Owners.

MPHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 4.3 Confidentiality and Section 5.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

8.0 Preferences

Families who are victims under VAWA will receive a preference in MPHA's public housing and housing assistance programs. Families who have been victims of domestic violence, dating violence or stalking shall provide: a) documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or b) a federal, state, tribal, territorial or local police or court record to establish their victim status under this policy.

9.0 Reporting Requirements

MPHA shall include in its 5 year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. MPHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

10.0 Conflict and Scope: This Policy does not enlarge MPHA's duty under any law, regulation or ordinance. If this Policy conflicts with applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another MPHA policy such as its Statement of Policies or Section 8 Administration Plan, this Policy will control.

11.0 Amendment: The Executive Director may amend this policy when it is reasonably necessary to effectuate the Policy's intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Executive Director for consideration. Where reasonably necessary, the Executive Director may approve the amendment. The amendment shall be effective and incorporated on the date that the Executive Director signs the amendment.

**MPHA FY2008 (HUD FY2007) AGENCY PLAN
COMMENTS & RESPONSES**

MPHA Responses to Legal Aid Comments

1. Display Location for Plan Supporting Documents (p.2)

The Draft Plan states that supporting documents are available at the MPHA main office and the MPHA website. However, few supporting documents appear on the MPHA website. The list of supporting documents on pages 10 through 12 of the Draft Plan is quite extensive but MPHA residents, participants and the community should be able to review the following on the MPHA website:

Fair Housing Documentation Supporting Fair Housing Certifications
Housing Needs Statement of the Minneapolis Consolidated Plan
Deconcentration Income Analysis
Results of Latest Public Housing Assessment System (PHAS) Assessment
Results of Latest Section 8 Management Assessment System (SEMAP)
Section 504 and ADA Self-Evaluation, Needs Assessment and Transition Plan
Approved or Submitted Applications for Demolition and/or Disposition of Public Housing
FSS Action Plan(s) for Public Housing and Section 8

MPHA Response: MPHA will attempt to identify major policies and make them available on the website.

2. 2.B.4 Hope VI and Public Housing Development and Activities (p.6)

The Draft Plan states that the MPHA will be engaging in mixed-finance development activities for public housing in the Plan year. The template requires that the MPHA list the developments or activities. The MPHA only states it "will be exploring partnerships." This answer is not responsive and fails to provide information of great importance to current public housing residents who might face relocation and to our community for whom affordable housing resources are scarce. The Annual Plan, required by 42 U.S.C. § 1437c-1, is supposed to provide "a framework for: (1) local accountability; and (2) an easily identifiable source by which public housing residents, . . . , and other members of the public may locate basic PHA policies, rules and requirements concerning the PHA's operation, programs and services." 24 C.F.R. § 903.3. The MPHA has failed to satisfy these requirements with its vague answer and needs to provide more information.

MPHA Response: MPHA does not have a specific project in mind. We are continually approached by community organizations who are interested in developing additional affordable housing. This language was included to enable MPHA an opportunity to respond to these requests. If MPHA takes on a specific project then we will follow all HUD requirements for notice and input.

3. PHA Statement of Consistency with the Consolidated Plan (p.9)

The MPHA states it received \$299,000 through the Consolidated Plan but does not identify how these funds were used. Residents, participants and community members want to know this.

MPHA Response: These funds are provided by the City through its CDBG allocation. \$71,000 is allocated to support resident participation and \$228,000 are allocated for public housing general rehabilitation.

4. Capital Fund Program Annual Statement FY 2007

The MPHA's expenditures and plans would be more understandable to residents, participants and community members if there was a key for the development numbers and AMP numbers that provided addresses for the buildings or MPHA developments. While HUD does not need such a key in the Plan the MPHA could place it on its website where the Annual Plan is displayed.

MPHA Response: MPHA has key for development numbers and AMP numbers and this key will be posted on the website.

5. MHOP Conversion to Project-Based Section 8 Housing Choice Vouchers

At the May 10, 2007, community meeting about the MPHA's Annual Plan the MPHA stated it was considering conversion of its MHOP units (310 units including Heritage Park) from MHOP units to Project-based Section 8 Housing Choice Vouchers. This option is of vital interest to those living in those MHOP units as well as the thousands of families on the Section 8 Housing Choice Voucher waiting list. The MPHA's proposed consideration of this action should appear in the Annual Plan Template so residents, participants and community members know about it and can watch for the future public discussions of the option that MPHA staff promised on May 10, 2007.

MPHA Response: At this point, MPHA is considering only those units listed in the Agency Plan template.

Draft MPHA Violence Against Women Act Policy

6. 2.0 Mission Statement (p.1)

The citation in Paragraph 1, line 2 should be Pub. L. 109-162, 119 Stat. 2960.

Paragraph 2 regarding application of this Policy to MPHA's other programs lists Family Self Sufficiency Program and Housing Counseling Programs. There are no programs under those names in the MPHA Statement of Policies or Section 8 Administration Plan. However, the following special programs are listed: Hollman Housing Choice Vouchers, Moving To Work Section 8 Homeownership Demonstration, Project Based Voucher Program and Section 8

Homeownership Program. Applicability of this Policy to the MPHA's other programs needs to be clearly stated.

MPHA Response: The VAWA Mission Statement states that VAWA is incorporated in MPHA Statement of Policies (SOP) and Section 8 Program Administrative Plan (Admin Plan) and all of MPHA's housing programs. As such, MPHA respectfully declines to list every program.

7. 3.6 Immediate Family Member definition (p.2)

Change "blood and marriage" to "blood or marriage" to conform to VAWA Technical Correction, Pub. L. 109-271, 120 Stat. 750 (August 12, 2006) (hereafter VAWA Technical Correction).

Add to this definition the fact that immediate family members in the household who are the victims of domestic violence, dating violence or stalking are protected as applicants, residents and participants in MPHA programs so it is clear that the VAWA protections are available to more than just the head of the household or signer of the lease.

MPHA Response: MPHA will revise the policy to state "blood or marriage" and believes that the definition of victim includes household members.

8. Long-term Housing definition (p.2)

Change subparagraph c) to read: "c) directly provided by MPHA, is not time limited and is available for as long as the person meets the eligibility requirements of the program." to conform to 42 U.S.C. § 14043e-3 (g).

MPHA Response: MPHA will make this change.

9. 3.10 Victim definition (p.3)

Delete the reference to Paragraph 4.3 in this definition. Paragraph 4.3 now refers to confidentiality not certification.

MPHA Response: MPHA will make this change.

10. 4.1 Failure to provide Certification (p.3)

Correct this Paragraph to conform to the VAWA Technical Correction which states that the certification is due within 14 business days after the person receives the MPHA's written request for certification. 42 U.S.C. §1437d (u)(I)(A) and 42 U.S.C. §1437f (ee)(I)(B)(i).

5.4 (p.4)

Revise to conform to the language of the VAWA Technical Correction: ". . . PHA, an owner or manager may terminate assistance to, bifurcate a lease or remove a household member from a lease without regard to whether the household member is a signatory to the lease in order to evict, remove, terminate occupancy rights or terminate assistance to any individual...lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be done in accord with Federal, state and local law for the

termination of leases or assistance under the relevant program.” 42 U.S.C. § 1437d (1)(6)(B); 42 U.S.C. §1437f (c)(9)(C) and (d)(l)(B)(iii).

MPHA Response: MPHA will revise the VAWA to state: “The person shall provide complete and accurate certifications to MPHA, owner or manager within 14 business days after the person receives the written request for the certification. If the request is mailed and accurately addressed to the person’s public housing or Section 8 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.....”
The second Technical Correction is optional and more appropriately belongs in the lease.

11. 5.6 Appropriate Basis for Denial of Admission, Assistance or Tenancy (p.5)

Clarify with the addition to the end of the final sentence: “than other tenant in determining whether to evict or terminate.” This additional language is found at 42 U.S.C. § 1437c (l)(6)(D); 42 U.S.C. § 1437f (c)(9)(iv).

MPHA Response: MPHA will make this change.

12. 5.7 Appropriate Basis for Denial of Admission, Assistance or Tenancy (p. 5)

To conform to statutory language strike “neighbors, guests,” and “or others” and “or denied admission.”

MPHA Response: The current language is consistent with the language in MPHA's lease and complies with the law.

13. 5.10 Appropriate Basis for Denial of Admission, Assistance or Tenancy (p. 5)

Change “3)” to “c)” to conform to preceding clauses.

Change “public housing income” to public housing”

MPHA Response: MPHA will make these changes.

14. 6.0 Actions Against a Perpetrator (p. 5)

Delete the second and third sentences in this Paragraph from “The victim shall” through “. . . reasonable measures.” VAWA specifically states that the MPHA is not required to demand that an individual produce official documentation or physical proof that he or she is a victim in order to receive the benefits of VAWA. 42 U.S.C. §1437d (u)(1)(D). VAWA does not require that the victim take any action against her abuser including obtaining court orders. The MPHA leases describe a tenant’s obligations. The second and third sentences of this Paragraph propose additional tenant obligations for victims of domestic violence, only because they are victims of abuse, which are more demanding standards than those applied to other tenants. This Paragraph seeks to impose unnecessary and punitive burdens upon victims unless the second and third sentences are deleted.

MPHA Response: MPHA will change the title of this paragraph to "Health, Safety and the Right to Peaceful Enjoyment of the Premises." In addition MPHA will revise this paragraph beginning with the second sentence to state as follows: "The victim shall comply with the lease and act in a manner which will not disturb the peaceful enjoyment of the premises. To comply with the lease, the victim may have to take action which may include: a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; b) obtaining and enforcing a trespass against the perpetrator; c) enforcing MPHA or law enforcement's trespass of the perpetrator; d) preventing the delivery of the perpetrator's mail to the victim's unit; e) providing certification information; or f) other reasonable measures."

15. 8.0 Preferences (p. 6)

The MPHA Statement of Policies does not list VAWA beneficiaries among the preferences for admission. The MPHA Section 8 Administration Plan does not state how VAWA beneficiaries' will be given preference for admission or the preference points they will receive. While the Draft VAWA Policy at Paragraph 10.0 states the VAWA Policy controls, the lack of cross-references makes the promised preference unclear and increases the likelihood that applicants and community members, and possibly MPHA staff as well, will be misinformed about how victims of domestic violence will actually receive the promised preference for admission.

MPHA Response: Victims under MPHA's VAWA policy receive a five point preference for Public Housing and a point preference in the Admin Plan under Paragraph K on page 4-12.

16. 9.0 Reporting Requirements (p. 6)

MPHA's website contains only a Five Year Plan dated April 2000. It appears that the next Five Year Plan will be completed in 2010. Policies serving needs of domestic violence victims and services to meet the goals outlined in this Paragraph should not wait for years for development. The MPHA should join with domestic violence service providers, community members, residents and participants now to develop these policies, activities, services and programs together.

MPHA Response: MPHA maintains a list of service providers. Also, every year the VAWA Policy is involved in the Agency Plan public review process.

17. 10.0 Conflict and Scope (p. 6)

The MPHA's Statement of Policies and Section 8 Administrative Plan should refer to the VAWA Policy and the fact that the VAWA Policy controls when there is a conflict. Many people affected by this Policy will only read the Statement of Policies or the Section 8 Administrative Plan and will need to know the VAWA Policy exists and controls any conflict.

MPHA Response: MPHA will add the VAWA policy to the Table of Contents and Appendix in the SOP and Admin Plan.

18. 11.0 Amendment (p.6)

This proposed Policy is part of the MPHA Plan. Amendments of the MPHA Plan must be done pursuant to 24 C.F.R. § 903.2 which requires Board of Commissioners action and public

notice. Revision of this Policy by action by the Executive Director is not permitted. In addition, any revisions in this Policy that would change the leases of MPHA's residents/participants must be made pursuant to 24 C.F.R. § 966.3 which requires a 30-day notice and comment process. Revision of this Policy by the Executive Director is not permitted.

MPHA Response: MPHA's Plan was approved in compliance with federal regulation. As such the Executive Director's discretion to amend the Policy as provided by this section was also approved. MPHA agrees that changes to a lease require a 30 day notice and comment process. MPHA respectfully declines to make the suggested changes.

Limited English Proficiency (LEP) Plan

19. B.5. Limited English Proficiency (LEP) (p.1)

The last sentence of this Paragraph must be deleted. The definition of a LEP person in sentence 1 of this Paragraph paraphrases the HUD Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (hereafter HUD Guidance) issued January 22, 2007. 72 Fed. Reg. 2732, 2740 col. 1. The definition in HUD Guidance and sentence 1 of this Paragraph would include as a LEP person someone who does not speak English as her primary language and speaks English proficiently but has a limited ability to read or limited ability to write English.

MPHA Response: . MPHA will change the last sentence in this section to read: "A client who proficiently speaks English, may not be a LEP client." Please see the Response to #22.

20. C. Offer Of Free Language Assistance (p. 2)

Revise the second sentence by deleting: "...and MPHA determines that the client is LEP...". The determination of who is LEP is not the MPHA's decision. The HUD Guidance specifically answers the question of who is LEP at 72 Fed. Reg. 2732, 2737 col. 2: "HUD and its recipients do not determine who is LEP. The beneficiaries of the services and activities identify themselves as LEP."

Delete the final sentence, "If reasonably possible . . . preferred language." of this Paragraph. The MPHA must provide free language assistance to a LEP person in the LEP person's self-identified primary language to fulfill its legal obligations.

MPHA Response: Please see the Response to #22. Also, while a person may declare themselves to be LEP, MPHA will make the final determination as to whether MPHA will offer language assistance, if any. Also, MPHA does not have a legal obligation to provide a preferred language. As such, MPHA respectfully declines to make the suggested changes.

21. D. 2.a. Translation of Documents (p. 2)

The standard created in this Paragraph for translation of vital documents is incorrect and must be changed. After applying the four factors set forth in the HUD Guidance to determine what mix of free language assistance is required, the MPHA may use the "safe harbor" provided

in the HUD Guidance regarding required translation of documents. The standard is written translation of vital documents for each eligible LEP language group that is 5% or 1,000 persons, whichever is less, of the population of persons likely to be served, affected or encountered by the MPHA. 72 Fed. Reg. 2732, 2745 col. 1. The HUD Guidance standard for written translation is also graphically displayed in a table at 72 Fed. Reg. 2753. The 10% in the proposed Paragraph is incorrect. The group measured in the proposed Paragraph, the "MPHA's public housing tenants and Section 8 recipients", is the incorrect population group to survey as well.

This Paragraph should also state the MPHA's obligations for those language groups who are too few in number to make written translation of vital documents a necessity, yet to whom the MPHA still has legal obligations to provide free language assistance. For those groups the HUD Guidance allows the MPHA to provide written notice in the primary language of the LEP group of the right to receive free competent oral interpretation of the written vital documents. 72 Fed. Reg. 2732, 2745 and 2753. This right should be clearly stated in this Paragraph so LEP persons in those smaller language groups know that the MPHA is legally obligated to provide them with free meaningful access to MPHA services, programs, benefits and encounters as well.

MPHA Response: Please see the Response to #22. Also, HUD's "safe harbor" standard is not a mandate. As such, MPHA respectfully declines to make the suggested changes.

22. Translation of Documents (p. 2)

This Paragraph must be revised. The legal obligation to translate vital documents is mandatory not discretionary. Sentence 1 of this Paragraph should read: "MPHA must translate vital documents."

This Paragraph refers to "Paragraph 6.B. Meaningful Access" as part of the MPHA's criteria to determine which documents are vital and thus must be translated. The HUD Guidance states that the determination of what documents should be translated also requires consideration of: "the importance of the program, information, encounter or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner. . . . Lack of awareness that a particular program, right or service exists may effectively deny LEP persons meaningful access." 72 Fed. Reg. 2732, 2744 col. 1 and 2. These two factors from the HUD Guidance should be included in this Paragraph or should be added to Paragraph 6.B.

MPHA Response: HUD's Guidance is not law or regulation and was published in response to Executive Order 13166. MPHA notes that The Executive Order is an unfunded initiative. Also, the National Multifamily Housing Council and the National Apartment Association have filed a lawsuit against HUD Secretary Alphonso Jackson and HUD. The lawsuit seeks to declare that HUD acted unlawfully in publishing its Guidance, to prevent HUD from enforcing the Guidance and to declare that HUD can not equate LEP accessibility with discrimination based upon national origin. Under the Executive Order, MPHA's obligation is to "take reasonable steps to ensure meaningful access to their programs and activities by LEP persons." In part this phrase means that MPHA must provide due process to its clients. MPHA believes that its policies and procedures provide due process to its clients. As such, MPHA respectfully declines to make the suggested changes.

23. D. 2.c. Translation of Documents (p. 3)

The consideration of the lifespan of a document in a decision whether or not to translate a document is included in the HUD Guidance. 72 Fed. Reg. 2732, 2744 col. 3. However this Paragraph goes beyond inclusion of the document's lifespan as a factor in the decision to conclude that a list of 5 documents are not vital and will not be translated on the basis of the singular factor of cost effectiveness due to likely lifespan. Those 5 documents listed in this Paragraph should be translated according to the HUD Guidance because of the document's importance and the consequence each presents to the LEP person receiving it. Many of the 5 documents listed in this Paragraph are on the list of vital documents listed in the HUD Guidance discussion of what written materials could be considered vital. 72 Fed. Reg. 2732, 2744 col. 1.

If the MPHA is going to categorically exclude the 5 documents listed in this Paragraph from what documents the MPHA will translate, then this Paragraph should state that the MPHA will provide LEP persons with free competent oral interpretation of the written documents. In addition, each document listed should provide the information in the LEP person's primary language regarding where the LEP person may obtain the free competent oral interpretation the MPHA will provide. 72 Fed. Reg. 2732, 2744 col. 2.

MPHA Response: Please see the Response to #22. Also, the Guidance states that the decision to translate a document is "complex" 72 Fed. Reg. 2732, 2736 col. 2. Furthermore, the Guidance's list of vital documents is not mandatory. See 72 Fed. Reg. 2732, 2744 col. 1 & 2. As such, MPHA respectfully declines to make the suggested changes.

24. D.3.b. Formal Interpreters (p. 3)

The instances when the MPHA must provide free interpreters listed in this Paragraph should also include: points where the MPHA provides security information; points where the MPHA provides emergency plan information; applicant interviews; lease signing and orientation; income recertification meetings; Section 8 participant briefings; and hearings for denial of Section 8 admission. These additional occasions, like the four listed in this Paragraph, are instances in which "health, safety, or access to important housing benefits and services are at stake" and "credibility and accuracy are important to protect and individual's rights and access to important services". 72 Fed. Reg. 2732, 2743 col. 3.

MPHA Response: Please see the Response to #22.

25. D.4.b. Informal Interpreters (p. 3)

Any waiver of free interpretive services from the formal interpreter provided by the MPHA to fulfill its legal obligation to provide free language assistance to the LEP person described in this Paragraph must include a certification signed by the interpreter stating that the form has been interpreted for the LEP person in her primary language. The consent must be informed consent.

The waiver consent form itself should be provided in the LEP Plan so that it is available for public comment.

MPHA Response: MPHA's "Waiver of Free Interpreter Services" is a procedure, is not part of its LEP Plan and is not subject to public comment. Also, MPHA does not agree that it has a legal obligation to require the interpreter to sign a statement that the Waiver was interpreted in the person's primary language. However, MPHA's Waiver requires the signature of an informal interpreter, if any. As such, MPHA respectfully declines to make the suggested changes.

26. D.7. Document Use of Interpreter (p. 4)

The documentation referred to in this Paragraph should be done in every instance in interpreter is used.

This Paragraph should require that the documentation include the interpreter's name, address, phone number, language used, and employer if the interpreter is a formal interpreter. If an informal interpreter is used the documentation should include the informal interpreter's relationship to the LEP person. This documentation will not be any more onerous to MPHA staff than making file notes when the agency interacts with the LEP person. The information will allow the MPHA to use the same interpreter again with a LEP person, a practice that often helps speed interpretation and adds comfort for all the parties in the interaction. It will also give the MPHA useful information for the LEP Manager monitoring referred to in Paragraph J.

MPHA Response: Please see the Response to #22. Also, Legal Aid provides no authority for requiring MPHA to document every instance when an interpreter is used or the information about the interpreter.

27. D. 8. Vital Document (p .4)

If this Paragraph's use of "meaningful access" means the term of art defined by the MPHA in Paragraph 6 of this Policy the sentence needs the appropriate cross-reference.

HUD Guidance defines a vital document as "any document that is critical for insuring meaningful access to the recipient's [MPHA's] major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequences to the LEP person if the information in question is not provided accurately or in a timely manner." 72 Fed Reg. 2732, 2752 col. 1. This HUD Guidance definition should be incorporated into this Paragraph.

MPHA Response: MPHA will define the term "Vital Document" under B.8. Vital Document—A vital document is one that is critical for ensuring that a LEP person has meaningful access to MPHA's major activities and programs.

28. F. Notice of Free Language Assistance For MPHA Business (p. 5)

The instances listed in this Section in which the MPHA will provide notice of free language assistance begin with the application form. The MPHA's obligations to LEP persons are broader than this Section is written and requires that the MPHA meet the language needs of LEP persons eligible in the geographic area served by the MPHA, particularly those least likely to apply for the MPHA programs without outreach activities. 72 Fed. Reg. 2732, 2748 col. 2. This

Section must include how the MPHA will provide notice of free language assistance to LEP persons in the area in which the MPHA operates with includes the larger community, not just applicants and participants in MPHA's programs.

MPHA's public communications, marketing, outreach activities, and offices accessible to the public must inform the public that the MPHA will provide free language assistance to LEP persons. Signs and resources to provide the public and LEP persons in those situations have been developed and used by the Social Security Administration and are listed in the HUD Guidance. 72 Fed. Reg. 2732, 2737 col. 3, 2752 col. 2 and 2746 col. 2.

MPHA Response: Please see the Response to #22. MPHA will insert the word "free" in front of language assistance in F. 1. Also, F. 5 gives MPHA the discretion to determine on what other occasions it will give notice of free language assistance. As such, MPHA respectfully declines to make the other suggested changes.

29. F.1. Notice of Free Language Assistance For MPHA Business (p. 5)

The application for public housing and Section 8 programs questions regarding need for language assistance is currently in English. Until the MPHA has translated these vital documents a more effective way to identify language needs would be the use of "I speak" cards available at no cost to the MPHA on the Department of Justice website. 72 Fed. Reg. 2732, 2737 col. 3, 2746 col. 1 and 2752 col. 2.

The questions must not just ask for a LEP person's primary language and whether the person needs language assistance. The question must also include the statement that the MPHA will provide free language assistance. Failure to state that the assistance is free has a chilling effect on the self-identification by many LEP persons who are seeking services from the MPHA and do not want to appear to be a burden or to ask for anything that might be inappropriate for fear they will be judged negatively.

MPHA Response: Please see the response to #22. The Application for Low Rent Housing asks whether the applicant wants "free interpreter services." MPHA will add a similar statement to the Section 8 Application and will provide "I Speak" cards or reference sheets to appropriate staff.

30. F. 2. Notice of Free Language Assistance For MPHA Business (p.5)

Informing LEP persons of free language assistance in their recertification letters as this point states the MPHA will do, supports adding recertifications to Paragraph 3.b. of the Plan as we have suggested *supra*.

If the recertification letter is in English then the letter should contain information that the MPHA will provide LEP persons with free competent oral interpretation of the written documents. In addition the letter should provide the information in the LEP person's primary language regarding where the LEP person may obtain the free competent oral interpretation the MPHA will provide. 72 Fed. Reg. 2732, 2744 col. 2.

If the tenant has already been identified as a LEP person prior to the recertification, the MPHA should have the information needed to schedule an interpreter for the recertification meeting without an additional request from the LEP person or any additional delay.

This Paragraph should also state that eligibility technicians will have "I speak" cards so a client who does not understand the offer of free language assistance in the recertification letter in English may identify her primary language and language needs when she comes to that meeting.

MPHA Response: Please see the Response to #22. Also, MPHA will provide "I Speak" cards or reference sheets to Eligibility Technicians. The recertification letter for public housing states that a client may request free interpreter services and MPHA will revise recertification letter for Section 8.

31. F. 3. Notice of Free Language Assistance For MPHA Business (p. 5)

This Paragraph should include denial of admission to Section 8 programs and terminations of Section 8 assistance in the list of instances in which the MPHA will provide notice of free language assistance.

If the letter is in English then the letter should contain information that the MPHA will provide LEP persons with free competent oral interpretation of the written documents. In addition the letter should provide the information in the LEP person's primary language regarding where the LEP person may obtain the free competent oral interpretation the MPHA will provide. 72 Fed. Reg. 2732, 2744 col. 2.

In each of these instances, the MPHA staff designated for contact from the LEP person must have "I speak" cards so the LEP person can identify her primary language. The staff member must also have the authority to obtain interpreter services to provide the free language assistance required.

MPHA Response: Please see the Response to #22. Also, MPHA will change F. 3. to include the termination of Section 8 participation. Also MPHA will provide "I speak" cards reference sheets and MPHA staff members have the authority to obtain interpreter services.

32. F.4. Notice of Free Language Assistance for MPHA Business (p. 5)

If the public housing monthly statement is in English then the statement should contain information that the MPHA will provide LEP persons with free competent oral interpretation of the written documents. In addition the statement should provide the information in the LEP person's primary language regarding where the LEP person may obtain the free competent oral interpretation the MPHA will provide. 72 Fed. Reg. 2732, 2744 col. 2.

Property managers must be given "I speak" cards so the LEP person can identify her primary language. This will be useful to property managers in all of their work with residents, not just in regard to questions about a tenant's monthly statement. Property managers must have the authority to obtain interpreter services to provide free language assistance required.

Rent payment issues often involve contacts with the Rent Collections Department staff. The Rent Collections Department staff should be given "I speak" cards so the LEP person can identify her primary language. Rent Collections staff must have the authority to obtain interpreter services to provide free language assistance required.

MPHA Response: Please see the Response to #22. Also, MPHA's monthly rental statement states in six languages that the information on the document is important and that if person does not understand it, the person can contact MPHA for free language assistance. In addition, MPHA will provide "I Speak" cards or reference sheets to the Rent Collection Staff.

33. F. 6. Notice of Free Language Assistance For MPHA Business (p. 5)

This Paragraph states that the MPHA will make a language identification flashcard available to staff. There is no timeline for this to be accomplished. There is no requirement that the staff be required to use it. Many LEP persons who would benefit from such a tool report never having seen one in use by the MPHA staff person with whom they interacted.

The MPHA can quickly obtain "I speak" card from the Department of Justice website as noted in the HUD Guidance. 72 Fed. Reg. 2732, 2737, 2746 and 2752.

MPHA Response: MPHA will provide "I Speak" cards or reference sheets to appropriate staff.

34. G.2. Contract Language Assistance Vendors (p.5)

The Data Privacy Statement referred to in this Paragraph is not attached so it is not possible to comment on it. We request that the document be provided to the public with a 30 day notice and comment period before it is adopted for use.

The form that is developed must include a certification signed by the interpreter stating that the form has been interpreted for the LEP person in her primary language. The consent must be informed consent.

MPHA Response: MPHA's "Data Privacy Statement" is a procedure, is not part of its LEP Plan and is not subject to public comment. Also, MPHA does not agree that it has a legal obligation to require the interpreter to sign a statement that the interpretation was in the person's primary language. As such, MPHA respectfully declines to make the suggested changes. MPHA's "Data Privacy Statement" is a public document and a copy may be requested.

35. G.3. Private and Confidential Data (p. 5)

Placing this Paragraph here implies that the "Waiver of Free Interpretive Services" form discussed *supra* at D.4.b. may also contain language concerning protection of private and confidential data. If there is nothing in the "Waiver" in this regard, then delete this Paragraph.

If there is anything in the "Waiver" form about treatment of private and confidential data then we need to see the form in order to adequately comment on it. We request that the document be provided to the public with a 30 day notice and comment period before it is adopted for use.

MPHA Response: MPHA's "Waiver of Free Interpreter Services" is a procedure, is not part of its LEP Plan and is not subject to public comment. Also, MPHA does not agree that it has a legal obligation to require the interpreter to sign a statement that the Waiver was interpreted in the person's primary language. Also, the Waiver does state that the interpreter may hear or read private information about the client. As such, MPHA respectfully declines to make the suggested changes.

36. H.1. Collection of Language Information (p. 5)

Application forms seek this information in English so it is quite likely that this is not the most accurate way to identify LEP persons and their primary languages. Revising this Paragraph to also require the use of "I speak" cards at applicant interviews, lease signing, and Section 8 briefings and requiring the documentation of the self-identification of LEP persons and their primary languages would improve the MPHA's collection of accurate information about language needs.

MPHA Response: MPHA does not agree with Legal Aid's analysis on this topic and respectfully declines to make the suggested changes.

37. I.1. MPHA Staff Training (p. 6)

When will the MPHA make the LEP Plan available to staff?

To whom do staff members direct their questions regarding implementation of the LEP Plan?

MPHA Response: MPHA has provided the LEP Plan to Property Management and Section 8 Management staff. Staff may contact the Legal Department, their supervisor or their respective LEP Manager for questions on LEP. The LEP Plan is available to staff on the MPHA Intranet and Internet.

38. I.2. MPHA Staff Training (p. 6)

New employees should not only be informed of the MPHA's LEP obligations but should also be given a copy of the MPHA's LEP Plan.

MPHA Response: Not every employee has a need to have a copy of MPHA's LEP Plan. However, the LEP Plan will be part of the SOP and Admin Plan. Also, Public Housing and Section 8 staff instruct new employees on the LEP Plan. The MPHA LEP Plan is available to staff on the MPHA Intranet and Internet.

39. I.3. MPHA Staff Training (p.6)

When will LEP training take place?

What staff does MPHA consider having "ongoing contact with LEP clients" and thus appropriate for the training?

Who will provide the training? There are many community resources that serve LEP persons and that provide language services from which the MPHA should request input and assistance with training its staff.

MPHA Response: MPHA has conducted formal training on LEP. Furthermore, management staff performs ongoing training on LEP.

40. I.4. MPHA Staff Training (p. 6)

Add: "f. How to work with an interpreter." The information in the MPHA's LEP Plan at Paragraph E contains important but basic information. The training of staff should augment the information in Paragraph E, preferably with the input of one or more professional interpreters from the community providing the information to the MPHA staff and answering questions at the training.

MPHA Response: MPHA compiled the information under I.4. with input from the community. In addition, MPHA has provided formal and informal training on the use of interpreters.

41. J. Monitoring (p. 6)

Who is the MPHA LEP Manager?

How often is "periodically" for the purposes of the review by the LEP Manager?

Add: "4. Soliciting feedback from members of the community the Plan serves." HUD Guidance suggests this as a good factor for evaluation and encourages community input throughout the evaluation process. 72 Fed. Reg. 2732, 2746.

MPHA Response: Mary Boler, Director of Asset Operations Management is the LEP Manager for Public Housing and Terry Kieffer, the Quality Control Specialist, is the LEP Manager for Section 8. MPHA reviews the LEP Policy every year during the Annual Plan process which has considerable public comment.

42. J.3. Monitoring (p. 6)

See our comments on Paragraph D.2.a. *supra* regarding the need to correct the percentages used for the MPHA's translation obligations to conform to HUD Guidance. Correct this Paragraph accordingly as well.

MPHA Response: Please see the Response to #22. Also, HUD's "safe harbor" standard is not a mandate. As such, MPHA respectfully declines to make the suggested changes.

43. K. LEP Plan Distribution and Public Posting (p. 6)

Add: "4. Provided within three (3) business days in response to a request for a copy of the LEP Plan received at the MPHA's office at 1001 Washington Avenue N., Minneapolis, MN." Not everyone affected by the MPHA's LEP Plan is an applicant, resident or participant for whom

options 1 and 2 of this Paragraph would provide access. Not everyone affected by the MPHA's LEP Plan has Internet access for whom option 3 of this Paragraph would provide access.

MPHA Response: The LEP is a public document under the Minnesota Government Data Practices Act. The Minnesota Government Data Practices Act requires MPHA to respond within ten days to a request for a public document. As such, MPHA respectfully declines to make the suggested changes.

44. Pt. I. Definitions (p. 8)

Insert between #12 and #13 the definition of "Dating Violence" from the MPHA Draft Violence Against Women (VAWA) Policy p. 2. This change will clarify MPHA policies and legal protections for victims of abuse. Although the VAWA Policy is incorporated by reference into the Statement of Policies by Paragraph 2.0 of the VAWA Policy, many applicants, residents and community members will look to the Statement of Policies for answers to questions about MPHA Public Housing and will not seek out some separate document.

MPHA Response: MPHA will add the VAWA, LEP and Reasonable Accommodation Policies to the Table of Contents and Appendix of the SOP and Admin Plan. MPHA will revise the LEP and Reasonable Accommodation Policies to state that in a conflict between the SOP/Admin Plan or the specific policy that the specific policy will control. As such MPHA respectfully declines to make the suggested changes.

45. Pt. I. Definitions (p. 8)

Delete #19, the definition of "Domestic Violence", and replace it with the definition of "Domestic Violence" from the MPHA VAWA Policy p.2. Conflicting definitions are unnecessarily confusing to applicants, residents and community members. This change will clarify MPHA policies and legal protections for victims of abuse. Although the VAWA Policy is incorporated by reference into the Statement of Policies by Paragraph 2.0 of the VAWA Policy, many applicants, residents and community members will look to the Statement of Policies for answers to questions about MPHA Public Housing and will not seek out some separate document.

MPHA Response: Please see the Response to #44.

46. Pt. I. Definitions (p. 11)

Insert between #41 and #42 the definition of "Homeless, Homeless Individual, and Homeless Person" from the MPHA VAWA Policy p.2. This change will clarify MPHA policies and legal protections for victims of abuse. Although the VAWA Policy is incorporated by reference into the Statement of Policies by Paragraph 2.0 of the VAWA Policy, many applicants, residents and community members will look to the Statement of Policies for answers to questions about MPHA Public Housing and will not seek out some separate document.

MPHA Response: Please see the Response to #44.

47. Pt. I. Definitions (p.11)

Insert between #43 and #44 the definition of "Immediate Family Member" from the MPHA VAWA Policy p.2. This change will clarify MPHA policies and legal protections for victims of abuse. Although the VAWA Policy is incorporated by reference into the Statement of Policies by Paragraph 2.0 of the VAWA Policy, many applicants, residents and community members will look to the Statement of Policies for answers to questions about MPHA Public Housing and will not seek out some separate document.

MPHA Response: Please see the Response to #44.

48. Pt. I. Definitions (p.11-12)

Revise #50, the definition of Involuntary Displacement, at section D. so it does not contradict the definition of Involuntary Displacement in the MPHA VAWA Policy p.2. The VAWA Policy controls in instances of conflict according to VAWA Policy Paragraph 10.0 (p.6.) but maintaining a conflicting definition at #50 is unnecessarily confusing to applicants, residents and community members.

MPHA Response: MPHA has added language to the definition of Involuntary Displacement to make it consistent with VAWA.

49. Pt. I. Definitions (p.16)

Insert between #75 and #76 the definition of "Stalking" from the MPHA VAWA Policy. This change will clarify MPHA policies and legal protections for victims of abuse. Although the VAWA Policy is incorporated by reference into the Statement of Policies by Paragraph 2.0 of the VAWA Policy, many applicants, residents and community members will look to the Statement of Policies for answers to questions about MPHA Public Housing and will not seek out some separate document.

MPHA Response: Please see the Response to #44.

50. Pt. I. Definitions (p.17)

Insert between #84 and #85 the following definition: "Violence Against Women Act (VAWA): federal statute enacted January 5, 2006 in which Title VI amends federal housing statutes to protect victims of dating violence, domestic violence and stalking from admission denials and lease terminations as a result of incidents of domestic violence. The MPHA has adopted a VAWA policy for its implementation of the VAWA provisions."

MPHA Response: Please see the Response to #44.

51. Pt. II. Nondiscrimination (p. 18)

Add: "H. Fail to provide LEP persons with free language assistance to ensure meaningful access to PMHA services, programs, benefits and encounters."

MPHA Response: Please see the Response to #22.

52. Pt. II. 3. B.1) Tenant Selection Criteria (p.20)

Revise 1) to include VAWA exception: "...utilities, except the applicants for whom this negative information is the consequence of dating violence, domestic violence or talking against the applicant or her immediate family members;"

MPHA Response: Please see the Response to #44.

53. Pt. II. 3. B. 2) Tenant Selection Criteria (p. 20)

Revise 2) to include VAWA exception: "...neighbors, except the applicants for whom this negative information is the consequence of dating violence, domestic violence or talking against the applicant or her immediate family members;"

MPHA Response: Please see the Response to #44.

54. Pt. II. 3. B. 3) Tenant Selection Criteria (p. 20)

Revise 3) to include VAWA exception: "...subcontractors, except the applicants for whom this negative information is the consequence of dating violence, domestic violence or talking against the applicant or her immediate family members;"

MPHA Response: Please see the Response to #44.

55. Pt. II 3. B. 7) Tenant Selection Criteria (p. 20)

Revise 7) to include VAWA exception: "...circumstances) except the applicants for whom this negative information is the consequence of dating violence, domestic violence or talking against the applicant or her immediate family members;"

MPHA Response: Please see the Response to #44.

56. Pt.. II. 3. C. 6) Tenant Selection Criteria (p. 21)

Revise 6) to read: "Except as allowed by the MPHA VAWA Policy, applicants will not..."

MPHA Response: Please see the Response to #44.

57. Pt. II. 3. C. 7) Tenant Selection Criteria (p. 21)

The MPHA proposes a new limitation on access to public housing by imposing a 6-month moratorium on application by a person who has been denied. There is no statutory or regulatory basis for this moratorium.

There are many reasons why an application might be denied ranging from statutory ineligibility based on certain prior drug crimes to the applicant's inability to gather and present information regarding mitigating circumstance responding to a negative landlord reference that would lead to reversal of the denial by the hearing panel. In the former instance the proposed moratorium does no harm. In the latter instance the proposed moratorium will force an applicant with serious housing needs to endure 6 more months before he can try once more to

navigate the application process. Since the application process itself often takes 6 to 9 months from signing the application to the denial letter, the proposed moratorium increases an applicant's homelessness or housing need for a year or more.

The MPHA presents no justification for its proposal. On its face this proposal is without legal basis, overly broad in its impact and unreasonably harsh in effect. If there is a legitimate problem this proposed moratorium seeks to solve it needs to be articulated so applicants and community members can offer the MPHA alternative solutions that will have a more focused and less harmful effect.

MPHA Response: Federal law and regulation permits MPHA to establish policies for admission. MPHA has set this criterion in order to help people on the waiting list who have not had the benefit of a determination of qualification for their application.

58. Pt. II. 4. C. Qualified and Unqualified Applicants (p. 22)

The last sentence in the second Paragraph in this section must be revised to delete "...and further judicial review." A failure to file a timely request for an admission appeal hearing may waive an applicant's right to that informal hearing. However, the applicant has no obligation to exhaust administrative remedies by seeking the informal hearing prior to seeking judicial remedies for an application denial. The applicant's right to seek relief in a judicial proceeding is not waived.

The waiver of an informal hearing by an applicant failing to file a timely request for an appeal in the second Paragraph of this section should allow for reinstatement of the right to an admission appeal hearing upon a showing of "good cause" for the missed deadline. The vast majority of applicant appeals are made without the assistance of advocates or attorneys. Applicants may miss a filing deadline due to poor health or a family emergency that would justify extension of the appeal deadline. The MPHA should exercise its discretion by including a "good cause" provision here.

MPHA Response: MPHA will change this to read... and *may waive the right to further judicial review.*

59. Pt. II. 4. E. Qualified and Unqualified Applicants (p. 23)

This Paragraph about reasonable accommodation of denied applicants should contain a cross-reference to the MPHA's Reasonable Accommodation Policy. Any contradictions or conflicts between this Paragraph and the MPHA Reasonable Accommodation Policy must be conformed.

MPHA Response: Please see the Response to #44.

60. Pt. II. 6. Services to Non-English Speaking Applicants (p. 23)

This Paragraph does not state the MPHA's legal obligations to provide LEP persons with free language assistance, including interpretation and translation services. This Paragraph as written is misleading and should be deleted. This Paragraph should be replaced with at least a cross-reference to the MPHA LEP Plan.

MPHA Response: MPHA will delete the paragraph. Please see the Response to #22 and #44.

61. Pt. III. 2. Verifications (p. 24)

This Paragraph proposes additional language requiring that certain household members provide federal and state tax forms to the MPHA. This language is improper and should be deleted.

The MPHA's authority to obtain income information is found at 24 C.F.R. § 5.230. The MPHA obtains a signed consent form from each household member 18 or older, and from the head of household and spouse regardless of age. The consent form allows the MPHA to obtain income information from the State Wage Information Collection Agency (SWICA) and from current and prior income information from employers. The consent form signed, pursuant to 24 C.F.R. § 5.230 allows HUD, not the MPHA, to obtain IRS and Social Security Administration information. The MPHA receives that income data from HUD through the HUD income matching system.

The MPHA is seeking through this proposed change to obtain IRS information that federal regulation permits only HUD to obtain for purposes of income certification and rent calculation. Any information the MPHA needs for income verification and rent calculation from IRS and SSA sources is available to the MPHA from HUD and the UIV process.

MPHA Response: This addition will require that certain tenants sign a release for MPHA to receive tax forms. For many residents who are self employed, etc there is no information submitted to SWICA. Federal law and regulation does not prohibit MPHA from requiring this information.

62. Pt. IV. B. Preferences (p. 26)

MPHA's VAWA Policy at Paragraph 8.0 states that "victims under VAWA will receive a preference in MPHA's public housing . . .". However, there is no preference listing in this Paragraph of the Statement of Policies regarding this promised preference. This Paragraph should be revised to add: "5. The applicant head of household or an immediate family member, who is a member of the household, is a victim under the MPHA's VAWA Policy Paragraph 8.0" Applicants and community members will not seek out a separate document to find other preferences that do not appear in this section of the Statement of Policies.

MPHA Response: Part IV.B.3 gives a preference to an involuntary displaced applicant. A VAWA victim may meet this definition.

63. Pt. V. 6. B. Unit Offering Policy (p.29)

The MPHA proposes adding a final clause to this Section that places a moratorium on applicants who decline four (4) offered units after being approved for public housing. The policy presently drops the applicant from the waiting list after 4 refusals. The explanation

presented by the MPHA at the May 10, 2007 community meeting for this additional punitive measure was: if one declines 4 units one must not need housing bad enough so one should have to wait a year to reapply. The year penalty proposed is more likely to be an 18 to 21 month moratorium since the application process from signing the application to approval often takes 6 to 9 months. There are many reasons the 4 units offered by the MPHA might not meet the applicant's needs. The MPHA may try to offer units from a variety of locations and building but the distribution of vacant units to be offered is beyond the MPHA's control. If an applicant wants to live in a particular area and that area does not appear among the 4 offers, being dropped from the waiting list seems to be a sufficient penalty without the additional year moratorium on reapplication.

MPHA Response: Federal law and regulation give MPHA the discretion to establish policies for admission. MPHA has set this criterion in order to help people on the waiting list who have not had the benefit of a determination of qualification for their application.

64. Pt. VIII 6. g) 6) Income Based Rent (p. 33)

The MPHA proposed an additional basis to deny a minimum rent hardship exemption to a resident. The minimum rent is \$50. A resident whose rent is set at minimum rent of \$50 has a monthly income of approximately \$162 or less. The hardship exemptions listed in this Section on p. 32 are required by federal law. 24 C.F.R. § 5.630. The law requires the MPHA to determine whether the hardship is temporary, in which case the minimum rent obligation will be reinstated and repaid after the hardship; or long term, in which case the tenant is exempt from the minimum rent obligation while the hardship exists.

The proposed language requires the MPHA to determine whether the tenant is "actively seeking income". At the community meeting on May 10, 2007, the MPHA was not sure how this would be verified but it was thought that the eligibility technician would have to perform this task. Each of the eligibility technicians handles a large number of certifications for annual and interim rent calculations. Increasing their work or that of any other MPHA staff member to include verification of the active job seeking efforts of the 100 to 200 minimum rent household presents a burden that is neither mandated by law nor likely to significantly increase the MPHA's revenues. Imposing the proposed language offers little benefit to the MPHA while seeming to further punish the poorest residents who by the very nature of their situations have experienced such a reduction in income that they cannot even pay the \$50 minimum rent. This proposed language does not seem to justify the use of the MPHA's limited resources and should be deleted.

MPHA Response: MPHA has updated this language to include "actively seeking income or employment". MPHA requires tenants seeking a hardship exemption from minimum rent to provide updates to MPHA regarding income. Part of the update will require information from the tenant on efforts to seek income and/or employment.

65. Pt. IX. I. F. Tenant Transfer (p. 36)

The imposition of the proposed \$200 (5-10 years tenancy)/\$400 (0-5 years tenancy) "administrative and maintenance fee" on a transferring tenant should be deleted. A uniform fee that varies by the length of tenancy rather than the actual repairs beyond normal wear and tear needed to ready the vacated unit appears to be nothing more than an effort to collect fees from

the tenant unrelated to the work performed. This proposal may be an effort to prevent transfer requests by making them financially impossible for tenants. There is no acceptable rationale for these proposed fees.

MPHA Response: MPHA is proposing a fee only for convenience transfers, not ones which involve transfers effectuated by MPHA, an emergency, Reasonable Accommodation, VAWA or other specific allowance. The actual costs of related to a transfer exceed the proposed fees. The adjustment of the fee related to the time a resident has lived in the unit and the ability to make payments toward the fee was determined through discussions with the Resident Advisory Board (RAB) and the Minneapolis Highrise Resident Council (MHRC).

66. Pt. IX. 2. A. Tenant Transfer (p. 37)

The Emergency Transfer Paragraph in this Section should be revised to include transfers of domestic violence victims for safety reasons.

MPHA Response: Please see response to #44.

67. Pt. X. 9. Leasing (p. 40)

The proposed language limiting absences from one's unit to 90 days with MPHA approval should be further revised to include the option for extensions for "good cause". At the May 10, 2007, community meeting the situations of tenants who may be hospitalized or in nursing care facilities for more than 90 days, yet returning to their homes, were discussed. It appeared that the MPHA was open to exercising discretion to extend the 90-day limit in situations like this. However, without a "good cause" option specifically added to this Paragraph a tenant or community member would not know of such an option. Adding a "good cause" extension by the MPHA would relieve the worry of the tenant who is experiencing great stress and is uncertain about retaining his affordable housing.

MPHA Response: A tenant may ask for an absence of longer than the 90 days as a reasonable accommodation.

68. Pt. X. II. E. Leasing (p. 40-41)

The MPHA proposes prohibiting adding an adult member to a tenant's lease if the tenant owes any rent, including retroactive rent. The reference to "retroactive rent" should be revised. If the tenant's current rent is paid and the tenant is current on his repayment agreement for a retroactive rent amount, there should be no additional limitation on his right to add a household member who is otherwise eligible to his lease.

MPHA Response: If a tenant is current on a repayment agreement MPHA considers the tenant to be lease compliant with regard to that retro rent.

69. Pt. XI. 3. F. Rent Adjustments (p. 44)

The MPHA proposes to average income after a tenant has requested 3 interim reexaminations between annual recertifications. This needs further clarification as to what exactly the MPHA intends to average.

MPHA Response: MPHA will review the prior annual and the previous interim recertifications to compute the average income which will be used to compute rent until the next annual recertification

The proposal that after averaging income the MPHA will not change a tenant's rent again until the next annual recertification is not permitted by 24 C.F.R. § 960.257(b). The regulation states that when a family requests an interim reexamination due to income or family composition change the MPHA must make the interim reexamination within a reasonable time. The regulation permits the MPHA to determine when a family must report a change triggering reexamination but it does not permit the refusal to recalculate rent that the MPHA has proposed. If the MPHA has made this proposal to ease the workload of its staff, it could accomplish the goal of fewer interim reexaminations by increasing the threshold amount of an income increase that triggers the tenant's obligation to report.

MPHA Response: MPHA believes that the provisions of 24 CFR §5.611 allow the proposed change to our Statement of Policies.

70. Pt. XIII. 2. F. Formal Hearing (p.54-55)

Change F., G. and H. on pages 54-55 to read G., H. and I. to correct a numbering/lettering error.

MPHA Response: MPHA has made the technical changes to ensure that its page and reference numbers are correct.

71. Pt. XIII 2. H. Request for Reasonable Accommodation (p. 55)

This Paragraph about reasonable accommodation in grievance hearings should cross-reference the MPHA's Reasonable Accommodation Policy. Any contradictions or conflicts between this Paragraph and the MPHA Reasonable Accommodation Policy should be conformed.

MPHA RESPONSE: Please see the Response to #44.

72. Pt. XVIII. Pet Policy (p. 67)

This part shares the same part number as the next part about Rent Collection Policy. The numbering error must be corrected.

MPHA Response: MPHA has made these corrections. Thank you.

73. Pt. XVIII. 1. E. Rent Collection Policy (p. 71)

The MPHA requires payment of all rent owed plus filing and service fees before the MPHA "will settle the Eviction Action". This is unclear. At the community meeting on May 10, 2007, the MPHA seemed to state that payment of rent and costs would result in the MPHA striking the complaint from the court calendar. This is a different outcome than "settling" the action. This Paragraph needs to be clarified.

MPHA RESPONSE: MPHA believes the paragraph is clearly stated and respectfully declines to make the suggested changes. If the tenant cures the eviction the case will be dismissed. As noted in the policy, to cure the eviction, the tenant must pay in full, the outstanding rent and all fees owed related to the matter.

74. Pt. XVIII. 1. F. Rent Collection Policy (p. 71)

The MPHA has proposed a change in this Paragraph that states that the tenant must pay the amount owed in an eviction action even if the court quashes the Writ of Recovery issued in the action. This Paragraph needs to be clarified. The tenant is responsible to pay only the rent and costs that the court orders paid if the MPHA prevails. The current proposal could be read to require payment whether or not the MPHA ultimately prevails in the court action. Requiring a tenant to pay costs when the court determines the tenant has prevailed is prohibited by 24 C.F.R. § 966.6 (h).

MPHA Response: MPHA will revise the Paragraph to state "as permitted by law and regulation."

76. Appendix "C" Sales and Service Charge Schedule (p.79)

The MPHA has proposed a Miscellaneous Charge of \$50 for failing to attend one's formal hearing. If a tenant fails to attend his hearing, the MPHA Statement of Policies Pt. XIII. 2. F. 7) c) allows the panel to postpone the hearing for 5 business days or decide the tenant has waived his right to a hearing. The loss of the hearing opportunity is a sufficient penalty without imposing an "administrative fine" of \$50. Failing to exercise one's Constitutional right to an administrative hearing ought not to result in a \$50 "fine".

MPHA Response: MPHA has eliminated this proposed charge from its Sales and Services charges.

77. Appendix "C" Guidelines for Determining Ordinary Wear and Tear (p. 80)

In this list item #6, regarding the timeline for emergency repair work orders, and Item #9, regarding notice from MPHA staff who enter a unit when the tenant is absent, are out of place and should be deleted.

MPHA Response: Those items have been deleted.

78. Table of Contents (TOC-24)

The Special Policies Section should include the MPHA LEP Plan, MPHA VAWA Policy and MPHA Reasonable Accommodation Policy.

MPHA Response: MPHA has added the LEP Plan, Reasonable Accommodation Policy and VAWA Policy to the table of contents and as appendices to the Statement of Policies and Section 8 Administrative Plan.

79. Chap. 1 Pt. II. D. Applicable Regulations (p. 1-9)

Add: "24 C.F.R. § Part 983: Section 8 Project-Based Program."

MPHA Response: Agreed; added "24 C.F.R. Part 983: Project Based Voucher Program

80. Chap. 1 Pt. III. V. B. Contents of The Plan (p. 1-11)

Add the MPHA VAWA Policy to the Plan contents list as required by VAWA statute.

MPHA Response: MPHA will add the VAWA Policy to the contents list.

81. Chap. 2 Pt. I. Nondiscrimination

The MPHA mistakenly says no state or local nondiscrimination laws apply. The Minneapolis Civil Right Ordinance and the Minnesota Human Rights Act apply to the MPHA and should be added here.

MPHA Response: MPHA will comply with the following state and local Nondiscrimination Laws:

- Minneapolis Civil Rights Ordinance
- Minnesota Human Rights Act

82. Chap. 2 Pt. II. A. Policies Related to Persons With Disabilities (p. 2-5)

This section should contain a cross- reference to the MPHA Reasonable Accommodation Policy. Where the MPHA Reasonable Accommodation Policy conflicts or contradicts this section they must be conformed.

MPHA Response: Please see the Response to #44.

83. Chap. 2 Pt. III. Improving Access to Services For Persons With Limited English Proficiency (LEP) (p. 2-10 and 11)

The MPHA's stated policy on p. 2-11 ignores its own LEP Plan. These sections need to be revised to acknowledge and incorporate the MPHA's LEP Plan. Please see our comments on revisions needed to the MPHA LEP Plan *supra*.

MPHA Response: Please see the Response to #44.

84. Chap. 3 Eligibility (p. 3-1)

Disclosure and verification of Social Security Numbers is described in 24 C.F.R. § 5.216. Household members who are less than 6 years of age are not required to produce identification. The MPHA's proposal to request birth certificates of household members who federal law does not require produce such identification is unreasonable and unnecessary. This requirement only adds the additional expense for an applicant family of obtaining a birth certificate. This requirement also puts an added burden on households with children who were born outside the U.S.

MPHA Response: It is true that birth certificates are not a mandated document, however, the PHA MUST be able to verify and document the dependent status of family members and we have to ensure that all minors of an assisted household have documented established guardianship. We are requesting birth certificates only when the family is unable to produce a social security card/number for a minor child under the age of 6 years old. This is not an issue for minors born outside of the U.S., as we confirm their dependent status and guardianship through INS records. Federal law and regulation does not prohibit MPHA from requiring this information.

85. Chap. 3 Pt. I. Definition of Family and Household Members (p. 3-2)

Add to this section the definition of "Immediate Family Member" from the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

86. Chap. 3 Pt. C. Family Break-Up (p.3-3)

This section needs to be revised to conform to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

87. Chap. 3 Pt. 1 F. Dependent (p.3-5)

The policy regarding joint custody requires the dependent be in the participant's household 50% or more of the time. The MPHA requires 75% presence for public housing. The requirement should be consistent across MPHA housing programs. The Public Housing requirement in the MPHA Statement of Policies should be changed.

MPHA Response: MPHA respectfully declines to make this change.

88. Chap. 3 Pt. I. J. Guests (p. 3-6)

This Paragraph sets a 50% standard for custody in the Section 8 household. This should be the standard in MPHA's Public Housing also. The Statement of Policies 75% standard should be changed to 50%.

MPHA Response: MPHA respectfully declines to make this change.

89. Chap 3 Pt. III C. Denial of Assistance (p3-15)

The list of prohibited reasons for denial of assistance must be revised to include the protections from denial of assistance guaranteed by the VAWA. This paragraph should also cross-reference the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

90. Chap3 Pt. III. Other Permitted Reasons For Denial of Assistance (p. 3-17)

The list of prohibited reasons for denial of assistance must be revised to include the protections from denial of assistance guaranteed by the VAWA. This paragraph should also cross-reference the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

91. Chap. 3 Pt III. Previous Behavior (p. 3-18)

The list of prohibited reasons for denial of assistance must be revised to include the protections from denial of assistance guaranteed by the VAWA. This paragraph should also cross-reference the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

92. Chap. 3 Pt III. D. Screening (p. 3-19)

The MPHA states that it does not conduct screening for tenant suitability. However, our clients report that they are asked by the MPHA about criminal history beyond the categorical ineligibility crimes of federal law. If the MPHA is screening for tenant suitability, this section must be amended to: (1) clearly state what information the MPHA gathers; (2) clearly state what criteria is used in the MPHA review; and (3) include specific VAWA exceptions to be applied in the screening process.

MPHA Response: Section 8 does not conduct screening for tenant suitability. However, a landlord may screen for tenant suitability. Section 8 conducts a criminal search for determination of eligibility to the Section 8 program.

93. Chap 3 Pt. III. E. Criteria for Denying Assistance (p. 3-20)

The list of prohibited reasons for denial of assistance must be revised to include the protections from denial of assistance guaranteed by the VAWA. This paragraph should also cross-reference the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

94. Chap. 3 Exhibit 3-1 (p. 3-23)

The statement regarding eligibility of a person with drug or alcohol dependency in Paragraph 2 should be clarified by adding: “. . . does not qualify as a person with disabilities for the purposes of qualifying for low-income housing.”, and deleting the remainder of the sentence. 24 C.F.R. § 5.403.

MPHA Response: MPHA believes that this paragraph complies with applicable law and regulation. Our statement “does not qualify as a person with disabilities for the purposes of qualifying for this program” is an accurate statement it refers specifically to MPHA’s Housing Choice Voucher Program.

95. Chap. 4 Pt. I. D. Placement On The Waiting List (p. 4-3)

The proposal to place Project-Based Voucher tenants who want a Tenant-Based Voucher on a separate waiting list and issuing them 20% of the available Vouchers is a proposal that requires more planning and more community review than has been done. Why 20% of available Vouchers rather than more or less? How many Project-Based Voucher participants does the MPHA currently know of who want a Tenant-Based Voucher? How many people are on the Tenant-Based Voucher waiting list? Of the 50 families at the top of the Tenant-Based Voucher List, how long have they been waiting? At the May 10, 2007, community meeting the MPHA did not articulate a rationale for this proposal.

MPHA Response: HUD's Project Based Voucher Program's Final Rule allows Public Housing Authorities to project-base up to 20% of the PHA's voucher funding; this is how we obtained the "20% available voucher" percentage. MPHA has project-based 14% of its voucher funding (several previously approved projects did not complete their process), but we felt it fair and reasonable to use the full 20% allocation percentage. There are 54 **currently assisted** project based families on the Waiting List for a tenant based voucher; 2 request made in November 2006, 14 requests made in April 2007, 34 requests made in May 2007 and 3 requests received so far in June, 2007. All have been on the Waiting List for less than one year. There are a little over 1500 unassisted applicant families remaining on our tenant based voucher waiting list who've experienced an average wait of 3 to 5 years.

96. Chap. 4 Pt. I. C. LEP (p. 4-3)

This section should cross reference the MPHA LEP Plan.

MPHA Response: Please see the Response to #44. Also, MPHA will delete the last paragraph under this Section and add the phrase "Limited English Proficiency to the heading starting with "Elderly."

97. Chap. 4 Pt. II. Managing The Wait List (p. 4-4)

There is nothing in this chapter regarding the preference for victims of dating violence, domestic violence or stalking provided in the MPHA VAWA Policy. This Chapter must be revised to include the promised preference. The Administrative Plan is the first place applicants and community members will look for preference information.

MPHA Response: Please see the Response to #44 and #100.

98. Chap. 4 Pt. II. D. Outreach (p. 4-6)

The MPHA Policy should be revised to include the MPHA's obligations to ensure LEP persons receive outreach services.

MPHA Response: Please see the Response to #44. Also, this page addresses this concern.

99. Chap. 4 Pt. III. B. Selection (p. 4-9)

The MPHA policy should include use of vouchers for victims of domestic violence as described in the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

100. Chap. 4 Pt. III. Local Preference (p. 4-10 and 11)

The MPHA Preferences in Part D and Part G are not the domestic violence preference, definition or policy described in the MPHA VAWA Policy. Although the VAWA Policy states that it controls, these sections must be revised to conform to the VAWA and the MPHA VAWA Policy implementing the Act.

MPHA RESPONSE: MPHA will revise the 4-III.C. Local Preferences D. to state that: "Families who are victims of domestic violence under MPHA's VAWA Policy" and will delete the remaining portions of this paragraph.

101. Chap. Pt. III. K. Local Preferences (p. 4-12)

The MPHA assigns points to the local preferences in Paragraph K. This Paragraph needs to be revised to include a point value for victims of domestic violence who are given preference by the MPHA VAWA Policy.

MPHA RESPONSE: Page 4-12 states that all preferences receive a point except for project based programs and special preference allocations.

102. Chap. 4 Pt. III. E. Application Interview (p. 4-14 and 15)

The MPHA's decision to conduct interviews in English may not be a decision supported by proper four factor analysis of the LEP needs of the MPHA service area according to HUD Guidance, 72 Fed. Reg. 2732. The analysis should be done and this decision explained in light of those factors.

This section's statement regarding translation services in accord with the MPHA LEP Plan must be revised to state that the MPHA will provide free translation services.

The reference to the MPHA LEP Plan in this section supports including the LEP Plan as an appendix to the MPHA Section 8 Administrative Plan as we suggest *supra*.

MPHA Response: Please see the Response to #22 and #44. MPHA will delete the last paragraph on page 4-14 and substitute the words "free language assistance" for the word translation in the first paragraph on page 4-15.

103. Chap. 5 Pt. I. B. Briefing (p. 5-2)

The reference to the MPHA LEP Plan in this section supports including the MPHA LEP Plan as an appendix to the MPHA Section 8 Administrative Plan as we suggest *supra*.

MPHA Response: Please see the Response to #44.

104. Chap. 5 Pt. I. Briefing Packet (p. 5-4)

The MPHA should also provide the Notice to Section 8 Participants of VAWA Protections mandated by the VAWA in the Briefing Packet.

MPHA Response: MPHA will provide information on VAWA.

105. Chap. 5 Pt. I. C. Family Obligations (p. 5-5 and 6)

This section must include exceptions for victims of domestic violence provided by the VAWA and a cross-reference to the MPHA VAWA Policy in the section concerning lease violations.

This section must be revised to include the protections and rights of victims of domestic violence provided by the VAWA in the section concerning moves by the participating family. A cross-reference to the MPHA VAWA Policy should be added.

This section must include information about the bifurcation of a lease pursuant to the VAWA and a cross-reference to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

106. Chap. 5 Pt. II. E. Voucher Term (p. 5-12)

The MPHA should include an extension of search time for a victim of domestic violence if the incidents of violence are the reason for barriers to the participant's housing search.

MPHA Response: Please see the Response to #44.

107. Chap. 6 Pt. I. H. Periodic Payments (p. 6-23)

In MPHA's stated policy of including "delayed-start payments" in rent calculation retroactively must clarify that lump sum payments or deferred periodic payments of Supplemental Security Income and Social Security benefits are excluded in their entirety from annual income under 24 C.F.R. § 5.609(c)(14).

MPHA Response: Agreed; we have clarified our policy to read: "When a delayed-start payment (excluding delayed start of periodic Social Security or SSI which are not counted as income) is received and reported during ..."

108. Chap. 6 Pt. I. K. Alimony and Child Support (p. 6-27)

The MPHA seems to propose not to count in annual income alimony or child support payments when the average received exceeds the amount in a court order. As written, the Paragraph also says alimony and child support must be included in the annual income. This Paragraph needs clarification.

MPHA Response: Agreed; we have clarified our policy to read: "The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that the payments are

not being made. If the family declares that it receives irregular payments that differ from the court awarded amounts, the PHA will count as income an average of the payments received during the past 12 months.”

“Families who do not have court-award alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection, but will be required to provide notarized statement declaring support payments.”

109. Chap. 6 Pt. II. Utility Reimbursement (p. 6-40)

The MPHA has deleted the text stating utility reimbursement will be paid to the participant. If MPHA intends to pay the utility reimbursement to the utility provider, 24 C.F.R. § 982.514 requires the MPHA to notify the participant of the amount paid to the supplier. This paragraph must include that information so participants know they will be receiving this payment information.

MPHA Response: We agree that HCV Participants must be notified of the amount we will send utility providers on their behalf. A part of this process procedure (when we finalize) will be to require families to sign off on a form acknowledging receipt of such notification.

110. Chap. 7 Pt. II. H. Verification of Preference Status (p. 7-11 and 12)

The sections of this Paragraph regarding verification of an involuntary displacement preference must be revised to conform to the involuntary displacement definition in the MPHA VAWA Policy.

The section of this Paragraph regarding Domestic Abuse must be deleted and replaced with the relevant definitions and certification provisions of the VAWA and the MPHA VAWA Policy. Although the MPHA VAWA Policy states that it controls in conflicts with the MPHA Section 8 Administrative Plan, maintaining inaccuracies and conflicts in text will only misinform and confuse applicants, participants and community members.

MPHA Response: Please see the Response to #44. Also, MPHA will delete the definition of Victims of Domestic Abuse and will insert the term Victims of Domestic Violence. The definition will then refer the reader to the VAWA Policy in the Appendix.

111. Chap. 8 Pt. II. B. Attendance at Inspections (p. 8-9) and Chap. 8 Pt. II. C. Scheduling the Inspection (p. 8-11)

The MPHA has proposed changes in these two Paragraphs that will result in termination of assistance if a family is not present to permit entry to the premises at the second attempt at an inspection. The MPHA should revise the two Paragraphs to include a “good cause” exception for participants with good reasons for missing the second inspection. This would permit a rescheduling of the inspection without initiating the termination of assistance process.

MPHA Response: MPHA respectfully declines to make these changes. Participants have two remedies to prevent termination if a second attempt inspection is required and scheduled but completion is unlikely or we are unable to complete the second inspection because of a no entry. The participant’s first recourse is to call our office – before the inspector visits the

premises - and request to reschedule the second attempt appointment. The second is to resort to their due process hearing. Before we can terminate the participant family's housing assistance for cause, the participant family has a right to provide, at a hearing at the MPHA office, an explanation as to why they were unable to permit entry to their unit at the second inspection attempt.

112. Chap. 9 Pt. I. A. Tenant Screening (p. 9-2)

This Paragraph states that the MPHA does not screen applicants for behavior or suitability for tenancy. Participants report they are asked about criminal history when the MPHA takes their applications for continued occupancy and at the time of the initial application for Section 8 assistance. This paragraph must be revised to state the MPHA's practices or the MPHA's practices must be corrected to comply with the MPHA Section 8 Administrative Plan.

If the MPHA continues its screening and revises this paragraph, the revision should include a specific exception denials prohibited by the VAWA and the MPHA VAWA Policy.

MPHA Response: Please see the Response to # 44 and #92.

113. Chap. 9 Pt I. E. Lease and Tenancy Addendum (p. 9-6)

The MPHA does not provide a model lease for its Housing Choice Voucher Program. However, MPHA must make sure the Lease Addendum and HAP Contracts issued with PIH 2006-42 that incorporate the protections of the VAWA are used immediately.

MPHA Response: HUD has issued a revised tenancy addendum and HAP contract which includes VAWA.

114. Chap. 10 Pt. I. A. Allowable Moves (p. 10-1)

This paragraph must be revised to include the right to move for safety reasons provided by the VAWA. 42 U.S.C. § 1437f (r)(5).

This paragraph should be revised to allow a move when the property is in foreclosure and the sheriff sale has taken place. While the owner's redemption period may not have run, the vast majority of our clients in this situation report that owner utility obligations go unmet and maintenance is neglected. In many instances identification of the actual owner becomes impossible for the participant. In these instances the participant needs to be allowed to move without obtaining the agreement of a missing owner who may well be milking the Section 8 Program while no longer investing in his property.

MPHA Response: Please see the Response to # 44. Also, MPHA enforces Housing Quality Standards to address this concern.

115. Chap. 10 Pt. I. B. Restrictions on Moves (p. 10-2 and 3)

The section of this Paragraph concerning restricting a participant's move due to MPHA lack of funding must be revised to include the right to move provided by the VAWA. 42 U.S.C. § 1437f (r)(5).

The section of this Paragraph concerning termination of assistance must be revised to include an exception for participants protected from termination by the VAWA. 42 U.S.C. § 1437f (b)(9)(C)(ii).

The sections of this Paragraph restricting moves during the initial lease terms and the number of moves in a 12-month period state the MPHA will consider exceptions to these policies for safety. This needs to be revised. The right to move for safety under the VAWA is not discretionary. 42 U.S.C. § 1437f (r)(5). This Paragraph must clearly state this protection so participants and community members know their options when safety is an issue.

MPHA Response: Please see the Response to #44.

116. Chap. 10 Pt. II. B. Allowable Moves Under Portability (p. 10-5 and 6)

This Paragraph must be revised to include the portability rights of participants provided by the VAWA similar to revisions in Chap. 10 Pt. I. B. *supra*.

The section of this Paragraph denying portable assistance to a family that has moved out of its unit before the end of its lease must be revised to include an exception for participants protected by the VAWA for whom such moves are not lease violations. 42 U.S.C. § 1437f (r)(5).

MPHA Response: Please see the Response to #44.

117. Chap. 11 Pt. I. B. Notification and Participation in the Annual Reexamination Process (p. 11-2 and 3)

The section of this Paragraph regarding the MPHA's mailed notice and request for information for the annual reexamination must include MPHA's LEP obligations. If the MPHA is not going to translate this notification into a LEP person's primary language the notice should contain information that the MPHA will provide the LEP person with free competent oral interpretation of the document. The notice should also include in the LEP person's primary language regarding where the LEP person may obtain the free competent oral interpretation the MPHA will provide.

The final section of this Paragraph concerning the interview must be revised. The MPHA's obligation to provide free interpretive services must be stated.

The final section of this Paragraph concerning the interview refers to a certification about their role and assistance by any third-party present. Any certification must include protection of any information concerning domestic violence as required by the VAWA. Any certification for a LEP person must be interpreted or translated. We cannot comment further on a form that is not attached. We request that the certification referred to here be made public with a 30 day notice and comment period before its use.

MPHA Response: Please see the Response to #22 and #44. Also, certification forms are procedures, are not policy and are not subject to public comment. In addition, MPHA will delete the second paragraph on page 11-3.

118. Chap. 11 Pt. I. C. Conducting Annual Reexaminations (p. 11-3)

This Paragraph must be revised to state the MPHA's obligation to provide free language assistance in the reexamination process. The written notice to the participant for information should be translated or contain information in the LEP person's primary language about the LEP person's right to free competent oral interpretation of the documents and how to obtain these free services from the MPHA.

MPHA Response: Please see the Response to #22 and # 44.

119. Chap. 11 Pt. I. D. Effective Dates (p.11-4 and 5)

The section of this Paragraph concerning a delay in reexamination processing caused by the family should be revised to include an exception from these penalties for victims of domestic violence where the delay is the consequence of the incident of domestic violence.

MPHA Response: Please see the Response to #44.

120. Chap 11 Pt. II. B. Departure of Family or Household Member (p. 11-8)

The MPHA should add to this Paragraph the MPHA policy regarding bifurcation of the tenancy when there has been domestic violence contained in the MPHA VAWA Policy. Participants and community members will look to the Section 8 Administrative Plan for this information before looking for a separate document.

MPHA Response: Please see the Response to #44.

121. Chap. 11 Pt. II. C. Family-Initiated Interim Recertifications (p. 11-9)

In the section of this Paragraph concerning interim reexaminations at the family's request due to a change in family income or expenses, the MPHA proposes a new definition for the family's decrease in income. The MPHA proposes that a decrease must be expected to last 30 days or longer. Federal regulations allow the MPHA discretion to determine when an increase will trigger the participant's obligation to report the change. However, the regulation does not give the MPHA authority to determine when a decrease has occurred triggering a reexamination; that determination rests with the family itself. 24 C.F.R. § 982.516(b)(2). The MPHA's proposal effectively forces the family to incur rent obligations after a household income decrease. When an increase has occurred over \$200 a month, so the participant has to pay more rent, the MPHA requires reporting within 10 days. If the MPHA wants to limit reexamination triggered by loss of income when the participant owes less rent, the MPHA could propose defining a decrease as that which lasts similarly 10 days before triggering the MPHA's obligation to complete a reexamination.

MPHA Response: To maintain consistency in processing deadlines of MPHA staff, ALL interim rent adjustments (based on increase or decrease in family income) will provide for a 30 day notice of the change in rent calculations.

MPHA determines the annual, anticipated income of a participant family through HUD's EIV system, which also documents for the PHA any income discrepancy between HUD's PIC and EIV systems. The current interim rent policy has created "loopholes" to the regulatory "annualized, anticipated income" and has resulted in an increase in income discrepancies reported to the PHA by HUD. The 30 day notice for ALL interim rent adjustments will provide for greater consistency in rent calculation for the greatest number of participant families.

122. Chap. 11 Pt. II. D. Effective Dates (p. 11-10)

For rent increases the MPHA proposes a change that dropped its 30 day notice of rent increase in favor of the increase taking effect the first day of the month after report and documentation is complete. The MPHA should make the increase effective the 1st day of the month after the rent calculation is complete and the notice of the new rent amount is given to the participant. Many participants report that they have completed documentation and waited weeks for the MPHA's calculation telling them their new increased tenant rent portion. If this section of this Paragraph is not revised, tenants will be forced to face large retroactive rent obligations only because the MPHA has proposed this change in effective date that focuses on completion of documentation rather than on the MPHA's completion of rent calculation.

MPHA Response: We will retain the practice of providing participants with a 30 day notice of rent increase.

For rent decreases the MPHA has proposed an effective date of the first day of the month after written confirmation by the participant that the household income has remained at the decreased level after 30 days. This proposed change must not be adopted. Consider the following scenarios to see how the proposal results in loss of housing.

Under the prior policy:

- (1) Tenant lost his job on May 15;
- (2) Tenant reported the job loss on May 16;
- (3) Tenant submitted all required documentation on May 20; and
- (4) Rent was decreased effective June 1.

Under the proposed policy:

- (1) Tenant loses his job on May 15;
- (2) On June 1 the rent based on Tenant's prior earned income is due;
- (3) On June 2 Landlord files an eviction action for nonpayment;
- (4) On June 12 Tenant appears in housing court and the Writ of Recovery is issued effective June 19;
- (5) On June 14 tenant has had no income for 30 days and tells the MPHA;
- (6) On June 19 tenant has submitted all documentation requested by the MPHA;
- (7) On June 21 the rent is decreased effective July 1; but
- (8) Tragically tenant was evicted by the sheriff on June 22.

At the May 10, 2007, community meeting the MPHA described this proposed change as a response to a need to avoid retroactivity issues in rent calculation. The proposal does not accomplish this. MPHA also paid the proposal was a response to an increased number of

interim reexaminations. Interim reexaminations are required by 24 C.F.R. § 982.516. The proposal can not alter this legal obligation. The proposal should be dropped and the original text retained.

MPHA Response: See answer provided in #121 regarding Family Initiated Interim Re-determination.

123. Chap 12 Pt. I. D. Mandatory Termination of Assistance (p. 12-2)

This Paragraph must be revised to include language stating the prohibitions of termination of assistance provided by the VAWA. 42 U.S.C. § 1437f (b)(9)(C)(i). This Paragraph should also include a cross-reference to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

124. Chap. 12 Pt. I. E. Mandatory Policies (p. 12-3 and Drug-Related and Violent Criminal Activity (p. 12-4)

These Paragraphs must be revised to include language stating the VAWA prohibitions of termination for violent criminal activity in domestic violence situations. 42 U.S.C. § 1437f (b)(9)(C)(i). These Paragraphs should also include a cross-reference to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

125. Chap. 12 Pt. II. C. Alternatives to Termination of Assistance (p. 12-7)

This Paragraph should be revised to include a section that describes the removal of the abuser, the termination of the abuser's occupancy rights, the termination of the abuser's assistance and bifurcation of the lease under the VAWA. 42 U.S.C. § 1437f (b)(9)(C)(i). This Paragraph should also include a cross-reference to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

126. Chap. 12 Pt. II. D. Reasonable Accommodation (p. 12-9)

This Paragraph should cross-reference the MPHA Reasonable Accommodation Policy. Any contradictions and conflicts must be conformed.

MPHA Response: Please see the Response to #44. Also, at the end of the first paragraph MPHA will make reference to its Reasonable Accommodation Policy in the Appendix. In addition MPHA will delete the paragraph titled "PHA Policy."

127. Chap. 12 Pt. II. E. Termination Notice (p. 12-9)

The MPHA policy refers to the termination notice required. The policy should also state that the notice will include information about the family's right to claim VAWA protections, the family's right to reasonable accommodation if applicable, and the family's right to free language assistance in the LEP person's primary language.

MPHA Response: Please see the Response to #44.

128. Chap. 12 Pt. III. B. Grounds for Owner Termination of Tenancy (p. 12-11 and 12)

This Paragraph must be revised to include the exceptions for participants protected by the VAWA in the sections concerning serious or repeated lease violations, criminal activity, and violent criminal activity. This Paragraph should also be amended to include information about the owner's right to bifurcate the lease and remove the abuser from the lease and the premises under the VAWA. This Paragraph should include a cross-reference to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

129. Chap. 12 Pt. III. D. Deciding Whether to Terminate Tenancy (p. 12-14)

This Paragraph should be revised to include information about the owner's right to bifurcate the lease and remove the abuser from the lease under the VAWA. This Paragraph should also include a cross-reference to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

130. Exhibit 12-1 Statement of Family Obligations (p. 12-15 and 16)

Revise the MPHA Policy regarding damages to include an exception when the damage is the result of an incident of domestic violence preventing the domestic violence victim from penalty as provided by the VAWA.

Revise the MPHA Policy regarding lease violations to clearly state the exception for domestic violence victims under the VAWA.

Revise the MPHA Policy regarding moving mid-lease to clearly state the exception for moving for safety provided by the VAWA to domestic violence victims.

Revise the obligation regarding criminal and violent criminal activity to include the exceptions provided under the VAWA for domestic violence victims.

MPHA Response: Please see the Response to #44.

131. Chap. 13 Pt I. A. Owner Recruitment and Retention (p. 13-2)

The MPHA policy concerning materials for owners should include the Notice to Section 8 Owners about VAWA protections for victims of domestic violence that is mandated by the VAWA.

MPHA Response: Please see the Response to #44. Also, MPHA will include a VAWA notice to owners in the Owner Handbook.

132. Chap. 13 Pt. I. D. Owner Actions That May Result in Disapproval of a Tenancy Request (p. 13-7)

The list of situations in this Paragraph in which the MPHA will not approve a tenancy based on the owner's history should include: (1) the owner does not have a current rental license; and, (2) the property is in foreclosure and the sheriff sale has occurred.

MPHA Response: 1) If an owner does not have a rental license we allow the owner time to obtain the rental license and we'll enforce our contract termination policy to deal with owners who fail to comply with our program requirements such as obtaining a rental license.

2) If the property has gone into foreclosure and the sheriff sale has occurred the "owner" no longer owns the property. As stated under **Legal Ownership of Unit:** "The PHA will only enter into a contractual relationship with the legal owner of a qualified unit."

133. Chap. 13 Pt. II. C. Termination of HAP Payments (p. 13-12)

This Paragraph should be revised so the MPHA requires the owner to inform the MPHA when a sheriff sale in the foreclosure process has occurred.

MPHA Response: MPHA will make this change.

134. Chap. 14 Pt. II. C. Remedies and Penalties

In the list of remedies for owner program abuse add:

"Request the owner to refund excess tenant rents paid to the tenant; and withhold that amount from the HAP and pass it on to the tenant if the owner fails to make the refund within 30 days".

MPHA Response: We do not plan to adopt such a policy. If owners do not willingly refund excess tenant rents paid by participant families, participant families must use the court system to obtain the refund of monies.

135. Chap. 16 Pt. III. Decisions Subject to Informal Review (p. 16-7)

In the MPHA Policy defining "denial of assistance" revise the section to state clearly denial of assistance does not include being the victim of dating violence, domestic violence or stalking.

MPHA Response: Please see the Response to #44.

136. Chap. 16 Pt. III. Notice to Applicant (p. 16-8)

This Paragraph should state that the notice to an applicant must include notice of the applicant's: right to free language assistance to LEP persons; right to reasonable accommodation if applicable; and, rights under the VAWA.

MPHA Response: Please see the Response to #22 and #44.

137. Chap. 16 Pt. III. C. Notice to Family (p. 16-11)

This Paragraph should state that the notice to an applicant must include notice of the applicant's: right to free language assistance to LEP persons; right to reasonable accommodation if applicable; and, rights under the VAWA.

MPHA Response: Please see the Response to #22 and #44.

138. Chap. 16 Pt. III. C. Conduct at Hearings (p. 16-13)

This Paragraph should include the right to record the hearing at the tenant's own expense.

This Paragraph should include MPHA's obligation to provide free language assistance to a LEP person.

MPHA Response: Please see the Response to #22 and #44. Also, MPHA does not permit anyone to record the hearing. MPHA will delete the last two paragraphs on page 16-17. MPHA will also state at the bottom of page 16-17 that an LEP family may request free language assistance.

139. Chap. 16 Pt. III. D. Representation and Interpretive Services (p. 16-17)

This Paragraph conflicts with the MPHA LEP Plan as well as the MPHA's legal obligations to provide free language assistance to LEP persons and must be revised accordingly.

MPHA Response: Please see the Response to #22 and #44.

140. Chap. 16 Pt. VI. C. Records Management (p. 16-27 and 28)

This Paragraph should be amended to include the MPHA's handling of domestic violence information, including the prohibition against entering this type of information in any shared database.

MPHA Response: Please see the Response to #44.

141. Glossary (p. GL-5)

Insert between "Covered Families" and "Dependent" the definition of "Dating Violence" from the MPHA VAWA Policy.

Insert between "Domicile" and "Drug-Related Criminal Activity" the definition of "Domestic Violence" from the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44. Also, MPHA will insert the terms Limited English Proficiency Plan, Reasonable Accommodation and Violence Against Women in the glossary with a reference to the Appendix.

142. Glossary (p. GL-9)

Insert between “HUD Requirements” and “Imputed Assets” the definition of “Immediate Family Member” from the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

143. Glossary (p. GL-10)

Insert after “Lease Addendum” the definition of LEP Person from the MPHA LEP Plan.

MPHA Response: Please see the Response to #44.

144. Glossary (p. GL-15)

Insert between “Spouse” and “Subsidized Project” the definition of “Stalking” from the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

145. Glossary (p. GL-17)

Insert between “Vacancy Loss Payments” and “Very Large Lower-Income Family” the definition of “VAWA” we suggest *supra* as an addition to the MPHA VAWA Policy.

MPHA Response: Please see the Response to #44.

General Comments

Section 8

146. Can a landlord evict you for non-payment of HAP in a case where the landlord failed inspection? Will the participant be penalized if owner does not pass inspection?

MPHA Response: No, a landlord cannot hold a family responsible for the HAP payment and the courts will not evict a family for non-payment of the HAP portion. If landlord does not correct deficiencies within required MPHA timeframes, the family may be forced to move. However, if the deficiencies are “tenant caused damage”, MPHA will meet with the family to enforce participant obligations.

147. Participant recommends that participants with a special program voucher should have any increase in rent delayed to be able to adjust to new amount of rent payment.

Effective Dates PHA Policy (Pg 11-10): Eliminating the required 30-day notice goes against standard industry practice. In the proposed policy, rent increases take effect right away, but rent decreases are not implemented until the first day of the month after

the family has confirmed in writing that no further changes have occurred within the 30 days. This does not seem right.

Advocate states that contacts with Metro HRA, St. Paul Housing Agency and HUD multi-family programs indicate that they will provide a 30-day notice to participants prior to increasing their rent. Changing that policy is not fair to voucher holders.

MPHA Response: MPHA recognizes the issues raised in the comments and will retain our current policy and in accordance with standard industry practice, we will provide participants with a 30-day notice of any increase in tenant rent portion.

148. The delay in reducing rent for loss of income could result in participant having insufficient funds to pay the rent and result in the tenant being evicted. Participant lost job in June and rent wasn't decreased until August. What would happen if the participant didn't have the rent for July?

MPHA Response: If the family loses income, it is anticipated that the family will obtain an alternate source of income. For example, when there is a loss of employment, it is expected that the family will apply for unemployment benefits or apply for economic assistance. It is only 30 days before the rent will be adjusted and benefits such as MFIP and unemployment are retroactive to the date of application. Many, if not most property owners will enter into a payment arrangement for the month, if that becomes necessary.

149. What happens if there is a delay in processing a timely reported increase in income? Is the participant going to be asked to pay retro active increases and if so, is the owner going to be assessed a retro active decrease in subsidy?

MPHA Response: We do not process ANY retro active increases nor do we retroactively decrease our HAP payments to the owner. If there is a delay in the processing of an adjustment that increases the tenant rent, the effective date will be based on the 30-day notice of the increase.

150. Participant lost job in June and rent wasn't decreased until August.

151. How quick is the turnaround between the effective date of a change in income and the effective date of the rent change? It seems to be longer than 30 days.

MPHA Response: Due to a large volume of interim rent adjustment requests, our processing may take longer than 30 days. However, the effective date of the change is NOT impacted by our processing delay. If your rent decreases effective July 1, even if the process is not completed until August 1, the effective date of the change remains July 1.

152. If there is a retro active rent increase, would money be taken away from the owner?

MPHA Response: No. The HCV Programs would enter into a repayment agreement with the family to recover the overpayment of HAP.

153. What is the difference between mod-rehab and project based vouchers? Should we be concerned about which program we are under?

MPHA Response: The main difference between the two programs is that a mod-rehab family CANNOT apply for a tenant based voucher. Again, the family has a choice when selecting the assisted unit and they are assisted during the time of their tenancy. There is no guarantee of continuous assistance. Thousands of unassisted families wait years on HCV lists for the opportunity to be issued a tenant based voucher.

154. Participant said she was glad she attended this meeting and urged that MPHA realize that when making decisions, these decisions are affecting people's lives – so be careful.

MPHA Response: We share the participant's concern. Our revisions are determined based on what is fair and consistent for the greatest number of participant families.

155. Make sure participants get information. Let them know when their ET changes; who to contact and contact information for them.

MPHA Response: Our phone menu allows each caller to connect with a live staff person – the Receptionist. Our staff directory is available on the MPHA website and on request. Case loads have specific phone numbers, so that if there is a change in staff the contact phone number remains the same. If your technician has changed, simply call your case load phone number and you will be connected with your new worker.

156. What if a participant is in project based housing in a single unit and their family size changes so they need a larger unit, but their subsidy is tied to the single unit. There should be some flexibility if the family size changes.

MPHA Response: In Project Based Communities, it is the responsibility of the management company to assist the family with locating another project based unit that would accommodate the increase in family size. If there is not a unit available and the family would be required to move as they would be considered under-housed based on occupancy standards, then the family would be placed on the Project Based Waiting List for a voucher. The family is assisted as long as they meet income guidelines and family size for occupancy standards; there is no guarantee of endless assistance.

157. Can a project based participant write a letter requesting to be placed on wait list prior to 1 year of project based tenancy?

MPHA Response: No. The requirement is that the person must live in the unit at least one year.

158. What happens if the project based voucher program lasts only a limited time and does not allow the participant to remain in the unit pending the availability of a tenant based voucher? The participant should not be penalized for being in this situation.

MPHA Response: The participant is not being penalized. The participant has received assistance according to the criteria of the specific project based community, often with

supportive services connected. The participant exerted their choice in applying to the specific project based community and is being assisted.

159. Are there height requirements for egress windows?

MPHA Response: The height and width vary depending on location and the size of the window. The window must meet current State and City of Minneapolis building code requirements.

160. If it is the landlord, not the family, who is refusing inspection, will the family be penalized?

MPHA Response: We schedule move-in inspections with owners and annual inspections are schedule with the family. If the owner refuses a move-in inspection, we will provide the family with new paperwork to locate another unit. Once under HAP contract, an owner cannot advise the family to refuse an HQS annual inspection; we cannot provide rental assistance without confirmation of an initial passed HQS inspection or an annual HQS inspection.

161. If the family misses the first scheduled inspections, they should be assessed a fee.

MPHA Response: MPHA works to ensure that participants are aware of its programs and are accountable for meeting their obligations under the program. However, charging a fee for missing a scheduled inspection would be too costly for MPHA to administer and would not lead to the goal achievement which is to assure decent, safe and sanitary housing. The policy proposal informs the participant that if MPHA is not permitted entry for the first inspection, then "final notice" is sent to the participant and if the entry is denied for a second inspection attempt the assistance to the family will be cancelled. MPHA believes this policy will be the most effective to both meet regulatory inspection requirements and to ensure families reside in decent housing.

162. Participant was told that the Housing Choice Voucher program is no longer going to do rent estimates. He is concerned that without an estimate, participants may be unprepared for a dramatic increase in their portion of the rent.

MPHA Response: The HCV Program determines affordability at each lease up and the family is given an estimated rent portion. Once a family is in residence, affordability is met and is not required to be re-determined. Voucher size is determined by family size. At each annual recertification interview, if the family size has decreased, we do inform the family that their voucher size will decrease and their rent portion will increase and verbally provide them with an idea of how much of an increase. HUD regulations do NOT require a determination of affordability at annual recertification. It is the family's choice to accept the increase in tenant rent, or to give proper notice to vacate.

Statement of Policies

163. Regarding Total Tenant Payment/Rent Adjustments (F). How many months will MPHA look back to compute an average in cases where the tenant who requests three interim re-examinations between annuals will have rent determined based on average income and the rent will not be changed until the next annual?

MPHA Response: MPHA will review the prior annual and the previous interim recertification to compute the average income which will be used to compute rent until the next annual recertification.

164. What can a resident do if their income fluctuates from month to month due to child support payments?

MPHA Response: In the cases of irregular child support payments or similar circumstances, the income received will be considered on an annual basis and then computed as is all other income.

165. How will MPHA determine if a tenant is actively seeking employment?

MPHA Response: MPHA requires tenants seeking a hardship exemption from minimum rent to provide updates to MPHA regarding income. Part of the update will require information from the tenant on efforts to seek income or employment.

166. How long does a tenant have to live in a unit before requesting a transfer?

MPHA Response: For a convenience or management transfer a tenant must have lived in the unit for at least three years.

167. VAWA should be added to exceptions for transfer fees.

MPHA Response: MPHA will reference VAWA by adding after "occupancy transfers" or "transfer under VAWA".

168. Who will the hearing officer be (i.e., resident, property manager, etc.) in cases where amount of rent owed is determined?

MPHA Response: The hearing officer would be a MPHA employee who is not involved with the tenant family.

169. Rent Collection Policy/Monthly Rent (F): Will the cure be strike the case, dismiss or adjudicate as paid?

MPHA Response: If the tenant cures the eviction by paying all outstanding rent and all fees, the case will be dismissed.

170. Rent Collection Policy/Monthly Rent (F): What is the amount that the tenant is obligated to pay after MPHA obtains a Writ of Recovery?

MPHA Response: As noted in the policy, to cure the eviction, the tenant must pay in full the outstanding rent and all fees owed related to the matter.

171. Will MPHA require re-certifications of seniors less often?

MPHA Response: Under current law, MPHA does not have the flexibility to exempt any resident from the annual recertification requirement. If the law changes or MPHA could secure a waiver from this requirement, MPHA would look at changing this policy.

172. If a resident pays his/her rent each month, why can't the resident be gone as long as they would like?

MPHA Response: Public Housing is intended to be permanent housing for low income families. The federal government contributes significantly to the tenant's rent through its subsidy. When there are thousands of families in need of affordable housing, MPHA believes if someone can afford to be housed elsewhere for more than 90 days, the unit not being utilized by the family should be made available to someone on the waiting list who has a critical need for housing.

173. What if a resident has a medical reason to be gone from his/her unit for longer than 90 days?

MPHA Response: If a resident has a medical reason requiring them to be gone from the unit for more than 90 days, then the Reasonable Accommodation Policy would allow for an exception to the general rule.

174. It's not fair to give a tenant notice if they are gone for more than 30 days.

MPHA Response: MPHA is not proposing giving a tenant notice if they are gone more than 30 days. The policy requires the tenant to provide MPHA notice if they are going to be absent for more than 30 days. If the tenant fails to give MPHA notice of being absent for more than 30 days, then the tenant is subject to termination of the lease. MPHA believes this is prudent property management policy and is also a security measure necessary for protecting its property.

175. How can a resident pay their rent if they will be gone for 2-3 months?

MPHA Response: If a resident is gone from the unit when the rent is due, the tenant can prepay the rent, mail the rent from wherever the tenant is, or have a third party pay the rent for them.

176. During inspections, do they check beds and other furniture for bed bugs?

MPHA Response: The inspections protocol adopted by MPHA requires that the tenant have the unit be ready for inspection. This includes the opportunity to check for infestation problems. If MPHA has identified a building where there has been a significant infestation, MPHA has the right to require tenants to allow a specific inspection for bed bugs.

Sales & Service Fees

177. Why can't the fee for convenience transfer be paid ½ prior to the move and the other ½ after the move?

MPHA Response: MPHA does not want to carry receivables for a convenience transfer. Effectuating a transfer can take some time and MPHA believes that a tenant requesting a convenience transfer can plan and have enough time to accumulate the funds prior to the transfer taking effect.

178. Should the \$40 fee for rubbish removal be put in the lease in addition to the Statement of Policies?

MPHA Response: The MPHA Statement of Policies, which includes the Sales and Service Charges, are by reference included as part of the lease and therefore, there is no need to specifically identify charges that are identified in the Statement of Policies again in the lease.

Limited English Proficiency Plan

179. Non-English speaking residents often times do not read English either. MPHA needs to communicate emergency instructions to ALL residents (Non-English speaking and English speaking).

MPHA Response: MPHA specifically drafted its Limited English Proficiency Plan (LEP) to allow the agency to better respond to and communicate with residents for whom English is not a first language. We believe that the elements of the LEP serve the interests of residents who experience language barriers. In emergency situations, MPHA will use all resources at its disposal to facilitate communications with residents.

Miscellaneous

180. Will MPHA partner with the City regarding the wi-fi initiative?

MPHA Response: MPHA expects to fully cooperate with the City as it implements the wi-fi initiative.

181. Comcast does not contribute to the well being of residents. Why can't residents have satellite dishes?

MPHA Response: Individual satellite dishes are not allowed to be mounted in highrise apartments. There are structural, liability and aesthetic concerns for this. MPHA is conducting an analysis of TV reception, cable, and central satellite service and will work with MHRC to arrive at a resolution on this issue.

182. 2121 Minnehaha has no cable. What has happened?

MPHA Response: There was a miscommunication between MPHA and Comcast, which has now been clarified. The cable is currently being installed.

183. 3116 Oliver has no cable in community room?

MPHA Response: There is cable in the community room, though it is not digital cable, which is what the residents are requesting. Digital cable would be an additional cost, which would need to be paid for by residents or the resident council.

184. It's truly amazing how well MPHA staff has accomplished their mission with less and less funding. Great job! Thank you!

MPHA Response: MPHA staff work hard to meet the mission of the Agency. We appreciate your recognition of our work.

Security

185. Resident lives in a senior building with no security guard or police. The security cameras have limited viewing for residents. (2728 Franklin) What can be done to keep the building secure?

MPHA Response: There are plans to implement security upgrades at this building that are designed to assist in keeping the building secure such as site fencing and lighting.

186. How does MPHA communicate to residents regarding the trespass list?

MPHA Response: If a person is to be trespassed, MPHA communicates in writing to the person to be trespassed and also a letter is sent to the tenant to whom the trespassed person may be a guest. The property manager is responsible for initiating a trespass.

187. Where should Heritage Commons residents go if sirens go off for a tornado?

MPHA Response: Residents should go to the residential corridors on 1st, 2nd and 3rd floors; away from the windows.

Capital Fund

188. Resident has dust in his apartment. He is not sure if it is coming from the roof or windows, but it dusts heavily within 1 hour. (1611 S. 6th Street #905).

MPHA Response: MPHA maintenance staff is investigating this issue and will assess what corrective action needs to be taken if the source is within MPHA's control.

189. The heating vents in our units need to be cleaned (3116 Oliver Avenue N #401)

MPHA Response: MPHA encourages residents to contact the Work Order Center for maintenance-related concerns such as these, which will be addressed by AMP maintenance staff.

190. The building network channels antenna has been fixed since 5/1/07. No reception on TPT Channel 2. Will this or can this be repaired? (314 Hennepin #1011)

MPHA Response: This issue is currently being looked at and it will be corrected.

191. Resident would like to see new shades for windows. Blinds at the windows are too hard to control and break at every movement in opening and closing. Shades at the windows will be so much easier for the seniors to operate! (828 Spring Street NE #510)

MPHA Response: MPHA has been installing vertical blinds instead of shades at its highrises in an effort to improve the building's appearance while installing a longer lasting window dressing. We are currently looking at alternative, more durable products for possible replacement of shades.

192. Our building is in the process of remodeling kitchens, but the stoves are an embarrassment. Please replace them. (1717 Washington Street NE)

MPHA Response: One component of the kitchen rehab plan is to replace appliances as needed. MPHA is currently updating its inventory of appliances and all of the ones identified as needing replacement will be replaced.

193. Resident would like some of the funding to be set aside for purchasing new stoves for the kitchens (ovens) and would like to have a meeting if one can be arranged to discuss ovens in public housing, their age and condition and the possibility of using electric stoves. (1707 – 3rd Avenue #1909)

MPHA Response: One component of the kitchen rehab plan is to replace appliances as needed. MPHA is currently updating its inventory of appliances and all of the ones identified as needing replacement will be replaced.

194. Resident is excited about the ESCO initiative. Would like to see MPHA become the first to go "green". Suggests non-vibrating low-hum wind turbines on roofs of highrises, increases in insulation, etc.

MPHA Response: MPHA is considering all options and will implement initiatives deemed feasible for our properties.

195. In their next 5-year plan, MPHA should consider replacing all service vehicles with vehicles using flex fuels or alternative power.

MPHA Response: Good idea! We will take that into consideration.

196. How will MPHA use the \$1 million dollar high performer bonus?

MPHA Response: It will be used to fund additional physical improvements identified in our physical needs assessment.

197. Improvements for 1815 Central scheduled for last year have now been put off until 2009-10. Is it possible that repairs will be put off again due to a lack of funding?

MPHA Response: As the ESCO contract is implemented, MPHA is hoping that a substantial amount of funds will be released back to the Capital Fund to complete other physical improvements such as those that have been deferred due to lack of funding.

198. The stoves at 1707 – 3rd are old and break down a lot. Maintenance is not very helpful. Residents have beautiful apartments, but an old stove that does not work well. Also, the pipes are rusty so the water is dirty.

MPHA Response: See response to #193 for the question regarding stoves. Rusty water is a temporary condition resulting from scheduled water shut-offs. Water does clean up and it is currently clear.

199. Why do different buildings have different amenities?

MPHA Response: Amenities differ from building to building based on varying resident, building styles, occupancy, etc.

200. There is no back-up generator at some highrises if there is an outage.

MPHA Response: All buildings that do not currently have a generator are slated to receive one with the funds being applied for in the current (FY07) CFP applications.

201. What is MPHA planning for the 555 Girard site?

MPHA Response: MPHA has currently contracted with a consultant to conduct a market study to assist us with determining options for how we might best use the 555 Girard site.

202. Will the ESCO Energy Savings program look into replacing incandescent lighting with fluorescent lighting?

MPHA Response: Yes.

MPHA RESPONSES TO MHRC COMMENTS

203. Regarding the MPHA Asset Management Policy: MHRC strongly supports MPHA's stated goal of one for one replacement of disposed housing. With the continued loss of affordable housing in our community and the growing need for it, it is extremely important that MPHA not diminish the level of housing it currently provides.

MPHA Response: Thank you for your support, MPHA considers this an important Agency goal.

204. Regarding MPHA modernization efforts: It is very important that MPHA strive to have the best possible systems and procedures for communicating with residents and highrise resident councils about maintenance improvements or modernization activities that will be occurring in individual highrises. Advance notice of what the planned activities are

and when they will occur is extremely important, especially when there will be a disruption of services to residents, e.g., water shut-off or a significant disruption of resident activities such as resident gardening efforts. In addition, more needs to be done to communicate planned activities and disruptions in other languages – through both written and oral translation.

MPHA Response: MPHA agrees that residents should be informed about modernization activities especially when they will disrupt services, and as such MPHA will strive to give residents as much advanced notice as possible.

205. Thank you for continuing to support the Self-Help program. This program helps to supplement the MPHA's work force during lean budgetary times while providing economic opportunity and a sense of community pride for public housing residents. If possible we would like to see more funds added to the valuable program.

MPHA Response: MPHA agrees that the Self Help program is very important to residents and also to management staff. The sense of pride in the buildings and the economic opportunity for residents is why MPHA continues to support this program. Last year 231 residents participated in the Self Help program. MPHA will fund this program at \$100,000 and if there is an opportunity later in FY08 to add funds, MPHA will consider it along with other needs.

206. MHRC also appreciates that funding has been included to continue the important joint MHRC/MPHA Diversity Initiatives Program which provides for cultural sensitivity and awareness training for residents and staff, improve communication about MPHA policies for non-native English speaking residents and expansion of the resident orientation program for new residents.

MPHA Response: Thank you. MPHA also believes that the joint MHRC/MPHA Diversity Initiatives Program is a valuable tool for residents and staff.

207. Regarding Highrise Security: Residents support MPHA's current initiative of providing new entrance card readers for residents and staff which will include photo identification being placed on the card reader. We believe that this will deter residents from giving their keys to non-residents and assist with Project Lookout and security guard visitor sign-in efforts.

MPHA Response: Thank you. MPHA also believes that the ID/entrance card will enhance the security of the highrises.

208. Residents appreciate the many security camera and monitoring system additions and updates. We continue to encourage MPHA to find tamper-resistant side door alarms. In many of the highrises, these alarms are easily dismantled.

MPHA Response: Thank you. MPHA will continue to look for ways to upgrade the security of the highrises.

209. Residents encourage MPHA to better publicize their Crime Watch tip Line phone number in the highrises.

MPHA Response: MPHA will include the crime tip line in all future "Resident Communicators" and add it to the monthly rent statements. We also ask that the MHRC include it in the "Low Down" whenever possible.

210. This year, residents very much appreciated the opportunity to respond to changes being considered by MPHA to their sales and service charges and statement of policies before they became part of the Draft Agency Plan. We would like to acknowledge and thank Cora McCorvey and her staff for their genuine commitment to resident participation in this process and their responsiveness to resident comments, concerns and recommendations.

MPHA Response: MPHA appreciates your comments and values resident participation. Thank you.