NOTICE AND AGENDA

April 25, 2017

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

The Tenant Advisory Committee will meet at 12:00 Noon, same date and place

Commissioners:

F. Clayton Tyler, Chair  
Charles T. Lutz, Vice Chair  
Mikkel Beckmen, Secretary  
Tom DeAngelo, Commissioner  
Abdullahi Isse, Commissioner  
Cara Letofsky, Commissioner  
Tamir Mohamud, Commissioner  
Hon. James Rosenbaum, Commissioner

GENERAL:

- Roll Call  
- Approval of Agenda  
- Minutes of Regular Meeting of March 21, 2017

TENANT ADVISORY COMMITTEE – TAC Chairperson Comments

EXECUTIVE DIRECTOR’S UPDATE

DISCUSSION:

1. Elevator Capital Improvements (Laura Dykema, Manager of Facilities and Capital Fund)

RESOLUTION:

2. Disposition Application to HUD for the sale of small portion of the 1001 Washington Avenue North property (Dean Carlson, Development Project Manager)  
3. Joint Powers Agreement with Minnesota BCA (Mary Boler, Managing Director - LIPH)
RECEIVE AND FILE:

- Monthly Performance Report for March 2017 (Gregory P. Russ, Executive Director / CEO)
- FYE 2016 Financial Report Presentation (Tim Durose, DED / CFO)
- Memorandum to the Board: Construction Management at Risk (CMAR) Services (Laura Dykema, Manager of Facilities and Capital Fund and Elizabeth Grossman, Director of Procurement)
- Memorandum to the Board: MPHA to Open Family Two-Bedroom and Close Family Three-Bedroom Waitlists (Betty Battle, Manager of Leasing & Occupancy and Jeff Horwich, Manager of Communications)
- Letter of Intent to Summit Academy and Twin Cities Rise (Gregory P. Russ, Executive Director / CEO)

Next Regular Meeting: Wednesday, May 24, 2017 - 1:30p.m.
1001 Washington Avenue North
Minneapolis, MN 55401

Notice: A portion of this meeting may be closed to the public pursuant to Minnesota Statutes Section 13D.03 or 13D.05.
The Minneapolis Public Housing Authority in and for the City of Minneapolis met in a regularly scheduled meeting at 1:30 P.M. on March 21, 2017, at 1001 Washington Avenue North, Minneapolis, Minnesota, the date, time, and place established for the holding of such meeting.

Roll Call:

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

- F. Clayton Tyler, Chair
- Charles T. Lutz, Vice Chair
- Tom DeAngelo, Commissioner
- Abdullahi Isse, Commissioner
- Cara Letofsky, Commissioner
- Tamir Mohamud, Commissioner
- Hon. James Rosenbaum, Commissioner

The following members of the Board were absent:

- Mikkel Beckmen, Secretary

The following others were also present:

- Gregory P. Russ, Executive Director / CEO

The Chair declared the presence of a quorum.

Approval of Agenda:

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

Approval of Minutes:

The Minutes of the Annual Meeting of February 22, 2017, were presented for approval. Commissioner Lutz moved the minutes be accepted as presented. The motion was seconded by Commissioner Letofsky. Upon a voice vote, the Chair declared the motion carried.
Item No. 1:  Construction Management at Risk (CMAR) Services at 1627 South Sixth Street

After a brief presentation by staff and discussion, Commissioner Lutz moved approval of the recommendation set forth in the Report. Commissioner Letofsky seconded the motion. Upon a voice vote, the Chair declared the motion carried. Chairman Tyler did not participate in the Board’s discussion of this item and did not vote on the recommendation in the Report in light of his earlier business relationship with Knutson Construction. [See Document No. 2017-08]

Item No. 2:  Electrical Systems Upgrades at Horn Towers

After a brief presentation by staff and discussion, Commissioner Lutz moved approval of the recommendation set forth in the Report. Commissioner Mohamud seconded the motion. Upon a voice vote, the Chair declared the motion carried. [See Document No. 2017-09]

Item No. 3:  Workers Compensation Insurance Policy Renewal

After a brief presentation by staff and discussion, Commissioner Lutz moved approval of the recommendation set forth in the Report. Commissioner Rosenbaum seconded the motion. Upon a voice vote, the Chair declared the motion carried. [See Document No. 2017-10]

Receive and File Items:

The following items were received and filed by the Board:

- Memorandum to Board of Commissioners and PowerPoint Presentation: Quadel Consulting and Training, LLC Enhancement and Best Designed to Expand Resident Choice and Mobility in Minneapolis [See Document No. 2017-12]

The following items were not on the printed agenda but were presented to the Board:

- Update on SRC (Sustainable Resource Center) Weatherization Pilot Program for Glendale Townhomes
- Executive Director/CEO Gregory P. Russ will attend the CLPHA Conference in Washington, D.C. where HUD Secretary Carson is scheduled to speak
- Update on Industry Groups (CLPHA, NAHRO and PHADA) Joint Letter to HUD Secretary Carson urging relief to PHAs

Adjournment:

There being no further business to come before the meeting, and upon a motion duly made and seconded, the meeting was adjourned at 2:20 p.m.
Secretary of the Board of Commissioners

Date These Minutes Approved
REPORT TO THE COMMISSIONERS

FROM: Gregory P. Russ, Executive Director / CEO

SUBJECT: Elevator Capital Improvements

Previous Directives: The Board previously approved the Capital Fund Program (CFP) Plan for FY 2017 as part of the Agency’s 2017 Moving to Work (MTW) Plan.

Resident Council Review/Recommendation: This Report will be discussed with the Tenant Advisory Committee (TAC) immediately prior to the Board’s April 25, 2017 meeting.

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

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

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

RECOMMENDATION: It is recommended that the Board of Commissioners authorize the Executive Director or his designee to enter into a contract with All-City Elevator, Inc. in the amount of $1,731,145.00 for elevator capital improvements at 1700 East 22nd Street, 828 Spring Street NE, and 620 Cedar Avenue South.

In 2012, MPHA began a 20-year elevator modernization program. Based on priority, each year MPHA funds major elevator modernization at three highrise sites to ensure its vertical transportation systems are reliable and safe for our residents. The elevator equipment and cab finishes at the above referenced buildings are 20+ years old and in need of replacement.

On March 3, 2017, an invitation for bids was publicly advertised with a bid due date of March 29, 2017. The following bids were received:

- All-City Elevator $1,731,145.00
- Thyssen-Krupp Elevator $1,827,164.00
- Suburban Elevator $1,867,890.00
Minnesota Elevator $2,488,356.00

The successful bidder, All-City Elevator, a local firm, has successfully completed several elevator modernization projects and staff is confident they will perform well for MPHA on this project.

This Report was prepared by Laura Dykema, Manager of Facilities & Capital Fund Program and Timothy Gaetz, Managing Director of Facilities & Development. For further information, please contact Ms. Dykema at (612) 342-1428 or ldykema@mplspha.org or Mr. Gaetz at (612) 342-1226 or tgaetz@mplspha.org.
April 25, 2017

Agenda Item 2

REPORT TO THE COMMISSIONERS

FROM: Gregory P. Russ, Executive Director / CEO

SUBJECT: Disposition Application to HUD for the sale of small portion of the 1001 Washington Avenue North property

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**Previous Directives:** No previous directives have been issued.

**Resident Council Review/Recommendation:** This action will be presented to the Tenant Advisory Board (TAC) immediately prior to the Board’s April 25 meeting.

**Budget Impact:** Slight increase in one-time revenue to the Central Office cost center.

**Affirmative Action Compliance:** Not Applicable

**Procurement Review:** Not Applicable

**RECOMMENDATION:** Staff recommends authorization to submit a disposition application to HUD for the sale of 2,300 square feet of land at 1001 Washington Avenue North and authorize the Executive Director or his designee to sell the property to Shafer Richardson for market value to help facilitate the redevelopment of the Zuccaro’s Produce warehouse.

Shafer Richardson is proposing to redevelop the Zuccaro’s Produce warehouse building adjacent to MPHA’s 1001 Washington Avenue North Central Office property. In the planning of this redevelopment project, it was discovered that 2,300 square feet of land owned by MPHA is located beyond the perimeter fence and has been used by Zuccaro’s Produce over the past 27 years that MPHA has owned the 1001 Washington Avenue North property. See site plan in Attachment 1.

In order to clean up the property ownership, and to aid in the Floor Area Ratio requirements for the redevelopment, Shafer Richardson has offered to acquire the 2,300 square foot parcel for the appraised market value of $55,000 ($23.19/gsf). This arrangement is desirable to MPHA...
because it accommodates the Shafer Richardson redevelopment project. Furthermore, MPHA never used nor maintained the property in question as it was located beyond the fence during the entire time of MPHA’s ownership of 1001 Washington. Proceeds from the sale will be deposited in MPHA’s Development Fund.

Staff recommends submission of the Disposition Application to HUD and the sale of the land to Shafer Richardson upon HUD approval.

This Report was prepared by Dean E. Carlson, MPHA’s Project Manager for Development. For additional information, please contact Mr. Carlson at 612-342-1213 or dcarlson@mplspha.org.
RESOLUTION NO. 17-172

RESOLUTION AUTHORIZING SUBMISSION OF A DISPOSITION APPLICATION FOR 2,300 SQUARE FEET OF MPHA’s 1001 WASHINGTON AVENUE NORTH PROPERTY, MINNEAPOLIS, MN.

WHEREAS, the United States Housing Act of 1937 (Act of 1937) provides for a local determination of the need for subsidized housing; and

WHEREAS, the Act of 1937, authorizes the Department of Housing and Urban Development (HUD) to provide financial assistance to public housing agencies for such housing; and

WHEREAS, the Act of 1937 allows public housing authorities to demolish or dispose of public housing projects; and

WHEREAS, HUD is authorized to approve applications to demolish or dispose of public housing projects;

WHEREAS, HUD requires a Board Resolution approving the submission of each demolition/disposition application; and

WHEREAS, Minneapolis Public Housing Authority (MPHA) desires to sell a 2,300-square foot unused parcel of its 1001 Washington Avenue North property to Shafer Richardson to assist in the redevelopment of the Zuccaro Produce building; and

WHEREAS, The proposed legal description of the parcel is:

That part of Lot 2, Block 1, Dianna Addition, according to the recorded plat thereof, Hennepin County, Minnesota, described as beginning at the southwest corner of said Lot 2; thence on an assumed bearing of North 0 degrees 56 minutes 47 seconds West, along the west line of said Lot 2, a distance of 29.00 feet; thence North 85 degrees 59 minutes 46 seconds East 150.50 feet; thence South 2 degrees 50 minutes 31 seconds East 2.33 feet to the south line of said Lot 2; thence South 76 degrees 03 minutes 32 seconds West, along said south line, 154.32 feet to the point of beginning.

WHEREAS, MPHA will comply with all applicable regulations, laws and ordinances in the disposition of the parcel; and

WHEREAS, All required resident and local government consultation has been completed.
NOW THEREFORE BE IT RESOLVED, that the MPHA’s Board of Commissioners hereby authorizes the Executive Director and/or his designee to submit a Disposition Application to HUD to sell the 2,300-square foot unused parcel and to take all actions and to execute, file and submit all documents necessary to effectuate the sale and disposition.
REPORT TO THE COMMISSIONERS

FROM:     Gregory P. Russ, Executive Director / CEO

SUBJECT:  Joint Powers Agreement with Minnesota BCA

**Previous Directives:** The Joint Powers Agreement recommended here would renew the Joint Powers Agreement between MPHA and the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension, which expires on May 13, 2017 and which was approved by the Board of Commissioners on April 25, 2012.

**Resident Council Review / Recommendations:** This matter will be presented to the Tenant Advisory Committee (TAC) immediately prior to the Board’s April 25, 2017 meeting.

**Budget Impact:** The proposed Joint Powers Agreement imposes no new financial obligations on MPHA and does not, therefore, have an impact on MPHA operating or other budgets. This agreement simply allows MPHA to receive National Crime Information Center criminal history records from a third-party vendor.

**Affirmative Action Compliance:** Not Applicable.

**Procurement Review:** Not Applicable.

**RECOMMENDATION:** It is recommended that the Board of Commissioners approve the proposed Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension and authorize the Executive Director or his designee to sign the same by adopting the attached Resolution.

**Background**

In selecting applicants for admission to its public housing program, MPHA is responsible for screening applicant behavior and suitability for tenancy. A history of criminal activity involving
crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety of welfare of other tenants may disqualify an applicant for admission to MPHA’s low income public housing program.

MPHA implemented criminal history background screening procedures many years ago and is currently operating under an April 2012 “access agreement” with the Minnesota Bureau of Criminal Apprehension (BCA). This Agreement gives MPHA access to state and federal criminal justice information systems and the data it needs to properly screen applicants for public housing.

BCA grants access to criminal justice information systems to public housing agencies only upon the execution of a joint powers agreement that has been approved by the agency’s governing body.

The Joint Powers Agreement

The Joint Powers Agreement recommended here renews the March 2012 Computerized Criminal History Record Information Access Agreement between MPHA and BCA and does not materially change MPHA’s criminal history background screening procedures. Initial inquiries to BCA will continue to be processed by the Minneapolis Police Department on MPHA’s behalf and, where a criminal record is found, MPHA will continue to submit inquiries to the Federal Bureau of Investigation (FBI) and to various state criminal justice departments where criminal records have been identified. MPHA will continue to use 3M Cogent as the “channeling agency” when transmitting and receiving criminal justice information and data. Finally, MPHA will continue to pay for these services on a request-by-request basis and has budgeted for these expenses in the 2017 Operating Budget.

Please see Resolution No. 17-173 and a copy of the proposed Joint Powers Agreement, both of which are attached to this Report for your further information.

This Report was prepared by Mary Boler, Managing Director, Low Income Public Housing. For further information, please contact Ms. Boler at (612) 342-1453 or mboler@mplspha.org.
RESOLUTION NO. 17-173

RESOLUTION APPROVING A JOINT POWERS AGREEMENT BETWEEN THE STATE OF MINNESOTA DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION AND THE MINNEAPOLIS PUBLIC HOUSING AUTHORITY IN AND FOR THE CITY OF MINNEAPOLIS

WHEREAS, the Minneapolis Public Housing Authority in and for the City of Minneapolis (hereinafter referred to as the MPHA) desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension, to use systems and tools available over the State’s criminal justice data communications network for which the MPHA, as a public housing authority, is eligible; and

WHEREAS, The Joint Powers Agreement will give the MPHA the ability to add, modify, and delete connectivity, systems, and tools over the five-year life of the Agreement and obligates the MPHA to pay the costs associated with the network connection,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Minneapolis Public Housing Authority in and for the City of Minneapolis as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the Minneapolis Public Housing Authority in and for the City of Minneapolis is hereby approved this twenty-fifth day of April, 2017. A copy of the Joint Powers Agreement is attached to this Resolution and made a part thereof.

2. That Gregory P. Russ, MPHA Executive Director and Chief Executive Officer, or his successor, shall be the MPHA’s Authorized Representative and is authorized to execute the Joint Powers Agreement with the State of Minnesota. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the MPHA’s connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the Agreement, Dennis A. Goldberg, MPHA Deputy Executive Director - Administration, shall be the Authorized Representative’s designee for these purposes.

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

__________________________________________  ______________________________________
F. Clayton Tyler, Chair                             Date                        Mikkel Beckmen, Secretary                      Date
STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the Minneapolis Public Housing Authority in and for the City of Minneapolis ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective date: This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration date: This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.
The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency’s equipment to access the BCA’s systems and tools. This is generally accomplished by an individual user entering a query into one of BCA’s systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA’s systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency’s computer exchanges data and information with BCA’s computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA’s systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
2.4 **Agency policies.** Both the BCA and the FBI’s Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency’s employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 **Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf.

2.6 **Access granted.**

   A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency’s written request for use of a specific system or tool.

   B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 **Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 **Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 **Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 **Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA_ServiceDesk@state.mn.us.

2.11 **Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA’s transaction record meets FBI-CJIS requirements.

When Agency’s method of access is a computer to computer interface as described in Clause 2.2C, the Agency must
keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA’s request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency’s access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment
The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA’s systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives
The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN  55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Gregory P. Russ, MPHA Executive Director and Chief Executive Officer, 1001 Washington Avenue N, Minneapolis, MN  55401, (612) 342-1411, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete
5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.
5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability
Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party’s actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA’s liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.
7 Audits
7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency’s books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency’s records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency’s records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices
8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA’s systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions
For purposes of this clause, “Individual User” means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency’s internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency
must determine if and when an involved Individual User’s access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User’s access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User’s access to systems or tools than that made by Agency and BCA’s determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA’s satisfaction. If Agency’s failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency’s Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue
Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination
11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days’ written notice to the other party’s Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party’s authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations
The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____________________________________________

(SIGNED)

Signed: ____________________________________________

Title: ______________________________________________

(with delegated authority)

Date: ______________________________________________

Name: _____________________________________________

(SIGNED)

Signed: ____________________________________________

Title: ______________________________________________

(with delegated authority)

Date: ______________________________________________

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____________________________________________

(SIGNED)

Signed: ____________________________________________

Title: ______________________________________________

(with delegated authority)

Date: ______________________________________________

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: ______________________________________________

Signed: ____________________________________________

Title: ______________________________________________

(with delegated authority)

Date: ______________________________________________
Performance Report for March 2017

Board of Commissioners Meeting -
April 25, 2017
This Month’s Report

- Asset Management Project (AMP) Reports
- Procurement
- Rent Collections
- Facilities and Development
- Finance
- Housing Choice Voucher Program
Glendale AMP 1 -
Total Units 184
- Units Leased: 1
- Average Turnover: 56
  - Down Time: 0
  - Days Make Ready: 16
  - Days for Re-rental: 40
- Total Work Orders
  - 2 emergency work orders completed in 24 hours - 100%
  - 199 non emergency work orders completed - 95%
- Occupancy Level: 98%

Scattered Sites AMP 2 -
Total Units 736
- Units Leased: 5
- Average Turnover: 40
  - Down Time: 4
  - Days Make Ready: 21
  - Days for Re-rental: 15
- Total Work Orders
  - 10 emergency work orders completed in 24 hours - 100%
  - 950 non emergency work orders completed - 87%
- Occupancy Level: 98%
Asset Management Project (AMP) Report
(Units Leased/Turnaround/Work Orders/Occupancy)
March 2017

North AMP 3 - Headquarters:
315 Lowry Total Units 1296

- Units Leased: 26
- Average Turnover: 30
  - Days Down Time: 6
  - Days Make Ready: 11
  - Days for Re-rental: 13
  (efficiencies 42 days-3 units;
   1 bedrooms 29 days-23 units)
- Total Work Orders
  - 3 emergency work orders completed in 24 hours - 100%
  - 878 non emergency work orders completed - 80%
- Occupancy Level: 100%

Northeast AMP 4 Headquarters:
1815 Central - Total Units 944

- Units Leased: 17
- Average Turnover: 11
  - Days Down Time: 1
  - Days Make Ready: 4
  - Days for Re-rental: 6
- Total Work Orders
  - 1 emergency work orders completed in 24 hours - 100%
  - 941 non emergency work orders completed - 97%
- Occupancy Level: 99%
Asset Management Project (AMP) Report
(Units Leased/Turnaround/Work Orders/Occupancy) March 2017

Hiawatha AMP 5
Headquarters:
2123 – 16th – Total Units 886
- Units Leased: 14
- Average Turnover: 44
  - Days Down Time: 6
  - Days Make Ready: 10
  - Days for Re-rental: 28
  (efficiencies 72 days-4 units;
  1 bedrooms 22 days-5 units)
  5 units were excluded from the calculation, 2 were causality loss, and 3 Signe Burckhardt partner units.
- Total Work Orders
  - 17 emergency work orders completed in 24 hours - 100%
  - 771 non emergency 97%
- Occupancy Level: 99%

Cedar AMP 6
Headquarters:
1611 So. 6th - Total Units 895
- Units Leased: 11
- Average Turnover: 48
  - Days Down Time: 2
  - Days Make Ready: 18
  - Days for Re-rental: 28
  (efficiencies 63 days-6 units;
  1 bedrooms 21 days-6 units)
- Total Work Orders
  - 7 emergency work orders completed in 24 hours - 100%
  - 442 non emergency 81%
- Occupancy Level: 100%

March 2017 Performance Report
Asset Management Project (AMP) Report
(Units Leased/Turnaround/Work Orders/Occupancy)
March 2017

Horn AMP 7 - Headquarters:
3121 Pillsbury - Total Units 937

- Units Leased: 8
- Average Turnover: 6
  - Days Down Time: 1
  - Days Make Ready: 1
  - Days for Re-rental: 4
- Total Work Orders
  - 2 emergency work orders completed in 24 hours - 100%
  - 910 non emergency work orders completed 89%
- Occupancy Level: 100%
Rent Collections

2017 Rent Collections

- January: 102%
- February: 100%
- March: 90%
- April: 90%
- May: 100%
- June: 90%
- July: 100%
- August: 90%
- September: 100%
- October: 90%
- November: 100%
- December: 90%
Facilities & Development Capital Fund Program Obligation & Expenditure Report

1992 through March 31, 2017

Funds Received: $334,137,578
Funds Obligated: $327,060,752
Funds Expended: $322,087,587

March 2017 Performance Report
Procurement Construction Contracting Activity

YTD Percentage of Total Construction Contract Payments

<table>
<thead>
<tr>
<th>Women Owned Businesses</th>
<th>2016</th>
<th>2017</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>34.21%</td>
<td>17.36%</td>
<td>-16.85%</td>
</tr>
<tr>
<td>Q2</td>
<td>18.41%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q3</td>
<td>18.29%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q4</td>
<td>9.32%</td>
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<table>
<thead>
<tr>
<th>Section 3 Businesses</th>
<th>2016</th>
<th>2017</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>5.41%</td>
<td>9.36%</td>
<td>+3.95%</td>
</tr>
<tr>
<td>Q2</td>
<td>7.36%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q3</td>
<td>11.47%</td>
<td></td>
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</tr>
<tr>
<td>Q4</td>
<td>8.16%</td>
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</table>

<table>
<thead>
<tr>
<th>Minority Owned Businesses</th>
<th>2016</th>
<th>2017</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>4.51%</td>
<td>7.55%</td>
<td>+3.04%</td>
</tr>
<tr>
<td>Q2</td>
<td>9.44%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q3</td>
<td>9.98%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q4</td>
<td>17.19%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

March 2017 Performance Report
Finance

- FYE 2016 Financial Report Presentation
Human Resources Quarterly Report

March 2017

Diversity

**Gender:** All Employees vs. Supervisory Staff

- Female: 43% (All Employees) vs. 29% (Supervisory Staff)
- Male: 57% (All Employees) vs. 71% (Supervisory Staff)

**Ethnicity:** All Employees vs. Supervisory Staff

- White: 37% (All Employees) vs. 50% (Supervisory Staff)
- Black: 1% (All Employees) vs. 2% (Supervisory Staff)
- Hispanic: 4% (All Employees) vs. 3% (Supervisory Staff)
- Native American: 2% (All Employees) vs. 4% (Supervisory Staff)
- Asian: 5% (All Employees) vs. 3% (Supervisory Staff)
- Two or More Races: 1% (All Employees) vs. 4% (Supervisory Staff)

Age Demographics

- Under 30: 1 (Supervisors) vs. 7 (Employees)
- 30 to 39: 24 (Supervisors) vs. 49 (Employees)
- 40 to 49: 14 (Supervisors) vs. 58 (Employees)
- 50 to 59: 17 (Supervisors) vs. 56 (Employees)
- 60 to 69: 15 (Supervisors) vs. 1 (Employees)
- Over 70: 4 (Supervisors) vs. 1 (Employees)

The MPHA median age is 51.

Employee Recruitment

**Hires & Turnover**

- 2017 hires: 18
- 2016: 37
- 2015: 43

Our turnover rate in 2014 and 2015 was just under 12% (11.8% and 11.5% respectively). Our turnover rate in 2016 was 13.9%. Our current turnover rate, rolling 12 months, is 15.6%.

**High Turnover Positions**

- Building & Grounds Specialist: 13 (Hires in 2016)
- Eligibility Technicians: 6
- Management Aides: 5

**Temporary Employee Usage**

- Field department placements: 25.
- COCC department placements: 17.

Succession Planning

**Generations**

- Pre Baby Boomers: 23%
- Baby Boomers: 45%
- Generation X: 31%
- Millennials: 1%

**Retirement Eligibility (65+)**

- 2017: 9 Supervisors, 20 Employees
- 2018: 11 Supervisors, 25 Employees
- 2019: 11 Supervisors, 29 Employees
- 2020: 11 Supervisors, 43 Employees
- 2021: 15 Supervisors, 52 Employees
**Benefits Participation**

**Medical, Dental, Vision**

MPHA has 286 employees. 253 employees are benefits eligible as of April 1, 2017. High-deductible medical plan enrollments are shown in pattern. Approximately 20% enroll in the high-deductible plan.

**FSA & 457b**

Healthcare FSA 57
Dependent Care FSA 10
457b Deferred Compensation 46
(employees participating)

**401(a) Retirement Plan**

New enrollees 11
Total Enrolled Employees 236
Retirees/former EEs w/ balances 63

Note: The new eligibility rules for the MPHA Retirement Plan allow for employees to be enrolled into the plan on the first of the month following six months of service.

**Healthcare Utilization**

Care Ratio is an important metric in determining potential increases to our Health Insurance premium costs, as it tracks premium revenue compared to claims paid. A higher care ratio means that our vendor is receiving less revenue to pay for claims and is more likely to bid a higher premium.

**Premium Revenue vs. Claims**

**Current year**
Care Ratio: 134.9%

**Prior year**
Care Ratio: 118%

**Wellness Initiatives**

The MPHA Wellness Committee has partnered with the Events Committee to roll out new healthier options for the two vending machines in the 1001 Washington Ave N headquarters building. Since we rolled out this initiative, **10 new healthy vending options** were added, and **no candy** needed to be ordered. In 2nd Quarter 2017, our annual Health Assessment is rolled out, and we begin new initiatives like walking clubs, a walking challenge, and group coaching.

**Employee Relations Issues**

0 Grievances
25 Open WC Claims
3 WC Claims with Attorneys (petition/litigation/settlement)

**Quarterly Payroll**

<table>
<thead>
<tr>
<th>Wages</th>
<th>Taxes</th>
<th>Benefits</th>
<th>Total Quarterly Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,577,565.50</td>
<td>$1,016,054.61</td>
<td>$553,010.49</td>
<td>$6,147,080.60</td>
</tr>
</tbody>
</table>

First Quarter 2017 payroll included seven paychecks: two in January, two in February, and three in March.
WC claims reported to our WC carrier have generally been falling in number and cost, compared to the high cost plan year 2014. Sprains and strains are consistently our most frequent type of claim, most frequently reported to the upper extremities and trunk (such as the shoulders and back).

Cost Trends

Medical Costs

Indemnity Costs

Avg Cost per Claim

Total Costs

Total WC Costs

March 2017 Performance Report
Goals

Minneapolis Public Housing Authority HR has established a number of goals focused on its core business of labor relations, employee engagement, recruitment and retention in 2017 and beyond.

**Maintain Diversity Levels**

As the demographic population of the talent pools changes so does the need to ensure that the organization is reflective of the populations we service. With this in mind, MPHA has a current population of employees that is very reflective of the community and we need to do everything possible to ensure that is continued moving forward. Therefore, our recruitment efforts will seek to find diverse qualified talent to fill open positions and to promote current qualified employees within the organization.

**Develop Succession and Workforce Planning Model**

MPHA has a large population of its employees that have long tenure with the agency and will be mostly likely retiring in the next few years. Our median age of employees is 51 and in years 2017 and 2018 we will have a total of 65 employees who have reached the age of retirement (65); assuming no retirements within that time frame. Through the development of a succession and workforce planning model, we can seek the opportunity to work with our employees who have the skills, knowledge and desire to expand their careers within the organization. This means giving them stretch goals and the ability to shadow others to learn more about all areas of MPHA. In 2017, 5 employees have been promoted within MPHA.

**Develop Recruitment Strategy**

MPHA will develop a proactive recruitment strategy aimed at establishing partnerships with community contacts, colleges, trades schools and others. As Social Media continues to become a method to attract qualified talent we need to build a presence on Facebook, Twitter and LinkedIn. We will also look for building a paid/ unpaid internship program which will allow the agency the opportunity to get students involved in our work and to hopefully have them become future employees. Currently we are working with MCTC Human Service program that provides student interns in HCV and in the Fall of 2017 in LIPH.

**Enhance Benefit Portfolio**

In an effort to stay competitive, MPHA will continue to review its benefit package and make changes as appropriate and reasonable. Today’s qualified talent pool is looking at all aspects of what employers offer, not just salary. We know through current research that the next generation of employees are looking for expanded levels of benefits, flexible schedules and career advancement opportunities, MPHA must attempt to stay current with these new trends.

**Reduction in Costs of Workers Comp Claims/Reduction in Number of Workers Comp Claims**

In 2014 MPHA saw a rise in it workers compensation costs to a level not seen in the past. This caused a concern about how the agency manages its costs in this area and how it manages the overall safety of its employees. In January 2016, the responsibility of safety was assigned to the HR Department, as such the department has begun an analysis of the current safety program to determine the future of the safety needs at MPHA. Throughout 2016 the safety program expanded to include additional training; increased safety coordination with field operations and a more focused effort around safety in general. In 2017 the safety committee will continue its role of providing recommendations that will further improve the way we manage safety in the workplace.
CORRIDOR FLOORING
ABATEMENT & REPLACEMENT

SEVEN HIGHRISE SITES
PROJECT OVERVIEW

Many MPHA highrise properties have original flooring throughout the upper level corridors. Typically, this flooring is asbestos containing vinyl composition tile (VCT) that is 50+ years old and has exceeded its useful life. Approximately 90,000 square feet of flooring is being abated and replaced at seven highrise sites. Work is scheduled to finish in May 2017.

- 1212 South Ninth Street & 1225 South Eighth Street (Elliot Twins)
- 1707 Third Avenue South
- 314 Hennepin Avenue
- 1710 Plymouth Avenue North
- 616 Washington Avenue NE & 710 Second Street NE
ORIGINAL FLOORING
NEW FLOORING
## Housing Choice Voucher Program

**MPHA Housing Choice Voucher Program Report to Board of Commissioners**

**March 2017**

<table>
<thead>
<tr>
<th>MTW Funded Units (Excludes VASH, FUP, &amp; Mod Rehab)</th>
<th>MTW Units Leased (Excludes VASH FUP &amp; Mod) In March</th>
<th>Average Number of Vouchers Leased to Year to Date</th>
<th>% Variance of units Leased to Funded</th>
<th># of Participants Moving and Searching in March</th>
<th># of New Applicants Issued and Searching in March</th>
<th># of New Applicant Admissions in March</th>
<th># of Participant Move Lease ups In March</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,509</td>
<td>4,501</td>
<td>4,514</td>
<td>100%</td>
<td>71</td>
<td>12</td>
<td>18</td>
<td>28</td>
</tr>
</tbody>
</table>

**# of Applicant Annual Reexams Completed in March**

- 2016 Fiscal Year (Jan - Dec): MTW Funded HAP Budget Authority (12 months) $39,305,598 2016 FY Funding
- HAP funded to date: $9,826,400 3rd month of 2017
- HAP spent to date: $9,712,206

Variance 99% of HAP spent to funded $724 $714

<table>
<thead>
<tr>
<th># of Owners at Owner Workshop in March</th>
<th># of HQS Inspections Completed In March</th>
<th>% of Units that Failed HQS In March</th>
<th># of Failed Units in Abatement for Noncompliance In March</th>
<th>Total HAP Amount Recouped (Abatement) In March</th>
<th># of HAP Contracts Canceled for HQS Noncompliance In March</th>
<th># of Family Sufficiency (FSS) Participants Enrolled In March</th>
<th>% FSS Participants contributing to Escrow Accts In March</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7</td>
<td>704</td>
<td>27%</td>
<td>15</td>
<td>$5,814</td>
<td>1</td>
<td>12</td>
</tr>
</tbody>
</table>

**# of Mobility Vouchers in Intake or Out Searching**

- # of Mobility Vouchers Leased To date: 14
- Total # of Port out Families Billed for In March: 173
- Total # Port in Families Administered In March: 731
- Amount Collected from Repayment Agreements In March: $7,355
- FY Total to date Collected from Repayment Agreements: $16,736
- # of Applicants Remaining On Waitlist In March: 1,342
- # of Participants EOP’d (End of Participation) In March: 24

4,509 is MPHA’s MTW Authorized HCV Unit Baseline for FY 2016. Units leased will fluctuate each month but by close of Fiscal Year, the average number of families served for year should be 4,509.

**NOTE:** VASH (235 Vouchers for Homeless Veterans) FUP (100 Family Unification Vouchers) and Moderate Rehabilitation (274 units) are not included in the 4,509 baseline; they are ineligible for MTW.

EOPs exclude Project Based Voucher Participants. * Includes All Reinspections **Beginning 2015, Waitlist is being purged

March 2017 Performance Report
MPHA’s Website

You can view information about the Minneapolis Public Housing Authority on our Website

www.mphaonline.org
April 25, 2017

MEMORANDUM TO: MPHA Board of Commissioners

FROM: Gregory P. Russ, Executive Director / CEO

SUBJECT: Construction Management at Risk (CMAR) Services

At the March 21, 2017 Board of Commissioners meeting, staff was asked about the Agency’s ability to utilize CMAR services. This memorandum is in response to that inquiry.

The traditional CMAR delivery method entails a commitment by the Construction Manager (CM) to deliver a project within a Guaranteed Maximum Price (GMP) based on construction documents and specifications at the time of the GMP, plus any reasonably inferred items or tasks. The CMAR provides professional services and acts as a consultant to the owner in the design development and construction phases, and must manage and control construction costs to not exceed the GMP. The CM does not engage in a competitive bidding process under a traditional CMAR delivery method. By giving the owner a GMP during the design phase, the CMAR assumes the risk of overages as the firm is contractually bound to deliver the project per plans and specifications.

MPHA does not follow a traditional CMAR delivery method, mainly because we require the CMAR firm to competitively bid their subcontractors. During the pre-construction phase, the selected CMAR firm works with MPHA and its design professionals to prepare construction documents for all project disciplines, then competitively bids the work according to applicable procurement rules and regulations. Upon completion of the bidding process, MPHA enters into a Guaranteed Maximum Price (GMP) at Risk agreement with the CMAR for the construction phase of the project. While a certain amount of risk is mitigated by completing the competitive bidding process prior to a GMP agreement, the CMAR still assumes the risk to deliver the project on time and within the agreed upon GMP.

The City of Minneapolis and other local governments may have a limited ability to utilize the traditional CMAR delivery method due to the lack of competitive bidding for the construction phase of a project. MPHA engaged a consultant to review its CMAR solicitations and contracts and we believe our adapted model complies with applicable rules and regulations because competitive bidding is maintained throughout the process. During the consulting process, however, MPHA learned that our model more closely aligns with the “General Contractor / Construction Manager” (GCCM) delivery method. Staff plans to adopt this
terminology when we re-open the pool to pre-qualify construction management firms this summer.

This memorandum was prepared by Laura Dykema, Manager of Facilities & Capital Fund Program and Elizabeth Grossman, Director of Procurement. For further information, please contact Ms. Dykema at (612) 342-1428 or ldykema@mplspha.org or Ms. Grossman at (612) 342-1489 or egrossman@mplspha.org.
DATE: April 25, 2017
TO: MPHA Board of Commissioners
FROM: Greg Russ, Executive Director/CEO
SUBJECT: MPHA to Open Family Two-Bedroom and Close Family Three-Bedroom Waitlists

This spring, MPHA plans to open its Family Two-Bedroom Waitlist and close its Family Three-Bedroom Waitlist. The former is depleted, whereas the latter has accumulated a large number of applicants.

We have not accepted applications for two-bedroom families since 2010, and we anticipate this list will otherwise be depleted within a matter of months. Locating those few who remain on it has become difficult given the length of time these applicants have been on the waitlist. Opening the two-bedroom waitlist will provide MPHA as well as our Metropolitan Housing Opportunity Program (MHOP) partners a refreshed applicant pool, and allow us to move more deserving families into housing.

The three-bedroom family list has been open since March 2013. There are now around 4,800 families on the three-bedroom list, comprising almost 80 percent of all family waitlists combined. We are following prior practice in closing a waitlist that has reached a reasonable measure of capacity.

We anticipate the following timeline:

- We will close the three-bedroom list after Wednesday May 17, 2017 (family waitlists open on the third Wednesday of each month).
- We will open the two-bedroom waitlist for an initial three-day period of Thursday June 1, 2017 through Saturday June 3, 2017.
- The two-bedroom waitlist will then open the third Wednesday of each month starting June 21, 2017 (on the same schedule as the already-open four and five-bedroom waitlists).

For the convenience of applicants, the application process will be online-only. All eligible applicants during the initial opening will be placed on the list according to preference points, without regard to time or day of submission. I have attached the community announcement and information sheet that we are sending to our colleagues and community partners, providing information about the process.

In the weeks prior to the opening, we will advertise the waitlist opening using our web site and social media, via a news release, and by advertising in a wide variety of publications, including those directed at substantial non-English-speaking communities in Minneapolis. We will translate all critical documents as necessary, in accordance with our Limited English Proficiency Policy.

Note that this opening of the Family Two Bedroom Waitlist does not in any way affect the current highrise application process (which permits eligible high-rise applicants to submit hard copy applications), nor does it affect the already-open waitlists for four- and five-bedroom family units.

Attachments:
MPHA Two-Bedroom Family Waitlist Community Announcement
MPHA Two-Bedroom Family Waitlist Information Sheet

This memo was prepared by Leasing Manager Betty Battle (bbattle@mplspha.org) and Communications Manager Jeff Horwich (jhorwich@mplspha.org).
Minneapolis Public Housing Authority
TWO-BEDROOM FAMILY WAITLIST

Application Information

1. **Initial Opening:** The Minneapolis Public Housing Authority (MPHA) will accept applications for families who qualify for two-bedroom housing during an initial three-day period, from Thursday, June 1, 2017 (12:00 a.m.) through Saturday, June 3, 2017, (11:59 p.m.).

2. **Online Application:** Waitlist Applications must be submitted online during this time. MPHA will not accept paper applications. Applicants must complete the Waitlist Application online by visiting [www.MPHAOnline.com/familywaitlist](http://www.MPHAOnline.com/familywaitlist). An applicant may use any computer or a cell phone with Internet access. MPHA does not have computers available to the public.

3. **Special Accommodation:** Applicants with a disability who need assistance in completing the waitlist application or applicants needing free language assistance must notify MPHA by U.S. mail. The written request must be postmarked by June 3, 2017. Mail request to: MPHA, Manager of Leasing, 1001 Washington Avenue North, Minneapolis, MN 55401. Hearing impaired individuals needing accommodation may call TDD/TTY Minnesota Relay at 1-800-627-3529.

4. **Ongoing Opening:** Following the Initial Opening period, MPHA’s Two-Bedroom Family Waitlist will open the 3rd Wednesday of each month beginning June 21, 2017, until further notice. Please check MPHA’s website after May 17, 2017 at [www.mphaonline.org](http://www.mphaonline.org) for details on how to apply starting June 21, 2017 and every 3rd Wednesday thereafter.
5. **Eligibility:** Applicants must have at least two family members to qualify for a two-bedroom unit. One family member must qualify as a Head of Household and one member must be a Dependent. (A Dependent is a person who is less than 18 years of age, a Disabled Person, or a full-time student; it does not include the Head of Household or a foster child.) Eligibility for all of MPHA’s public housing requires family annual income at or below 80 percent of Area Median Income (at or below $52,650 for 2017).

6. **Placement on Waitlist:** Applicants who apply during the Initial Opening period (June 1 to June 3, 2017) and who meet the eligibility criteria will be placed on the waitlist according to preference points, without regard to time of submission. Applicants may call MPHA’s automated phone number at 612-342-1553 five days after submission to check their status on the waitlist. Applicants who apply on subsequent Ongoing Opening dates will be placed below those who have applied earlier, then ordered by preference points.

7. **Notification:** MPHA will notify applicants when their name nears the top of the waitlist and MPHA is ready to begin the screening process. Families who meet the screening criteria, after verification of their preference points, will be offered units when a unit becomes available (and according to their place on the waitlist).

8. **Suburban Opportunities:** Qualified applicants may have the choice to rent a unit in a suburban location. MPHA partners with privately-owned, mixed-finance developments that include family public housing units developed under the Metropolitan Housing Opportunities Program (MHOP). These units are in the following communities: Chaska, Columbia Heights, Eden Prairie, Golden Valley, Maple Grove, Minneapolis, Munds View, New Hope, Plymouth, St. Francis and Watertown.

9. **Updating Information:** MPHA requires current information for each applicant. All applicants must inform MPHA in writing of a change in family composition, address, phone number, or email address. Update forms may be downloaded at [www.mphaonline.org](http://www.mphaonline.org).

**Please also note:**

MPHA’s Three-Bedroom Waitlist will close after Wednesday, May 17, 2017. This list has reached capacity.

Until further notice, MPHA will continue to accept hard copy applications for Elderly (age 62 & and older), Near Elderly (age 50-61), and disabled adults in a one or two-person family for one-bedroom and studio highrise units on Mondays, Wednesdays, and Fridays, from 8:00 a.m. to 3:30 p.m. at 1001 Washington Avenue North, Minneapolis, MN.

Equal Housing Opportunity/Equal Employment Opportunity
April __, 2017

Dear Colleagues and Community Partners:

Minneapolis Public Housing Authority (MPHA) will open its public housing Two-Bedroom Family Waitlist—closed since 2010—from Thursday, June 1, 2017 through Saturday, June 3, 2017. The waitlist will subsequently open on the third Wednesday of each month beginning June 21, 2017, until further notice (along with waitlists for four- and five-bedroom units, which are presently open and will remain so).

However, MPHA will also close our Family Three-Bedroom Waitlist after Wednesday, May 17, 2017. This list has reached capacity.

For the convenience of the family applicants, MPHA has automated the waitlist process. During the initial opening period and subsequent monthly openings, applicants must visit MPHA’s website at www.MPHAOnline.org/FamilyWaitlist to apply. MPHA only accepts online applications for family housing. Applicants may complete the application from any computer or cell phone with Internet access; MPHA does not have computers available to the public.

Two-bedroom applicants must meet public housing income criteria, and must have at least two family members including one dependent. Applicants during the initial opening period who meet the eligibility criteria will be placed on the waitlist according to preference points, without regard to time of submission. Applicants may call MPHA’s automated phone number at 612-342-1553 five days after submission to check their status on the waitlist.

For more details on the application and selection process, see the attached information sheet.

Please note that MPHA will continue to accept hard copy applications for the Elderly (age 62 and older), Near Elderly (age 50-61) and disabled adults in one- or two-person households for one-bedroom and studio units in highrise buildings. These applications are accepted MWF, from 8:00 a.m. to 3:30 p.m. at 1001 Washington Avenue North, Minneapolis, Minnesota.

This is the first time in nearly seven years that MPHA has accepted applications for our Two-Bedroom Family Waitlist, and we look forward to the opportunity to house new, deserving families. MPHA appreciates your cooperation and assistance in communicating this vital information throughout our community. Thank you.

Sincerely,

Greg Russ, Executive Director/CEO
Minneapolis Public Housing Authority
Letter of Intent –
Between Summit Academy and
Minneapolis Public Housing Authority (MPHA)

RE: Collaboration to bring enhanced economic opportunities to MPHA voucher and public housing families

This letter sets out the intent of the Summit Academy and MPHA to coordinate programs and create a concentrated set of education and job opportunities for families assisted by the MPHA. Our mutual goal is to provide greater opportunity and increase the economic achievement of families with children in the Housing Choice Voucher and the public housing programs.

Recent studies demonstrate that:

“... for every additional year of education obtained by the household head, the chances of family leaving rental assistance with income increases by 11%... a high school graduate earning an associate’s degree, the household’s chances of exiting... increase 22%... earning a college degree increases their chances of a positive exit by 44%.” (see Public Housing Research Corporation, “The Education Boost – lifting families out of poverty through educational investments”, p5, published April 2017, website: www.housingcenter.com/research)

The Summit Academy and MPHA (the parties) agree to explore options and approaches with the goal of placing a pilot program in service in the first quarter of 2018. The Parties agree to design a comprehensive self-sufficiency approach where the housing subsidy and educational program requirements are mutually supportive and encourage families to engage in economic improvement activities. As part of the approach work requirements and subsidy limitations will be explored.

The parties share the mutual goal of substantially strengthening economic outcomes for low-income families, specifically the parties to this letter agree to the following:

- Welfare programs cannot replace the importance of working parents;
- Communities of color must possess the education, skills, and networks to obtain, maintain, and thrive in industries with high wage, and high demand for employment;
- Summit Academy operates to position African American Males to earn a family-sustaining wage and achieve upward mobility through a career pathway approach;
- MPHA desires to refer clients to Summit (and other program partners);
- MPHA will work with Summit Academy to re-tool and re-design the traditional housing subsidy by establishing and linking subsidy to attainable work and education requirements;
- MPHA will work with Summit Academy (and others) to create a Moving to Work (MTW) subsidy platform designed to support the family on the path to economic advancement. Changes to traditional subsidy approaches could include but are not limited to:
  - Improvements to the traditional Family Self Sufficiency Program (hereafter FSSPlus), so that access to counseling is improved and increases in income can be saved by the family; in public housing this might include a rent to save option, but in either case families will have access to a savings component;
  - In addition to savings, the FSSPlus program will include credit and budget counseling;
  - MPHA will restructure the method and approach with respect to how employment income is treated;
  - Review program rules so that policies encourage households to form or stay together;
  - Create a back to school rent credit that rewards parents for meaningful participation in the education of their children;
  - Create a Subsidy Graduation Insurance option that allows families to exit subsidy but extends the safety net of a shallow subsidy for subsequent, no-fault, loss of income (like the death of a partner, layoff from a job) for up to 2 years after the exit from the program; in the event of such a loss both parties agree to provide support to the family to help restore lost income;
  - Explore declining subsidy models or models where MPHA’s subsidy is front loaded, that is more subsidy is provided in the early years of assistance as the family works through the educational requirements of the Academy; the increased, front-loaded, subsidy can be used for transportation, child care support or other costs that are part of an educational support network;
  - Other subsidy modifications or policy changes that will energize families and support the overall effort made by the family on the path to success.
- Explore the creation of maker space on or near the Academy’s existing facilities;
- Job outcomes, placements and duration of employment will be metrics used to evaluate the outcomes of the program, positive subsidy exits will also be used to assess outcomes;
- The parties agree to consider Section 3 requirements in the development of the program and in the job placement efforts;
- The parties agree to seek a research partner to monitor and evaluate the success of the program;
• The parties agree to approach the Minneapolis City Schools to explore possible connections to middle and high school students;
• The parties agree to approach other institutional and non-profit partners to make the collaboration available to as many MPHA families as possible, and to provide training or skills that complement or extend what the Academy provides;
• The parties agree to pilot the program with initial results used to guide a future migration to a Regional MTW agency focusing on families who move as part of regional mobility program.

This letter of intent will lead to a formal MOU between the parties with the understanding that both parties will commit funds, in-kind services or seek third party funding to design and launch this program.

On behalf of Summit Academy:

[Signature]
Louis J. King, II
President & CEO

[Date]
17 Apr 2017

On behalf of the Minneapolis Public Housing Authority:

[Signature]
Gregory P. Russ
President & CEO

[Date]
4-17-17
Letter of Intent –
Between Twin Cities Rise (TCR) and
Minneapolis Public Housing Authority (MPHA)

RE: Collaboration to bring enhanced economic opportunities to MPHA voucher and public housing families

This letter sets out the intent of the TCR and MPHA to coordinate programs and create a concentrated set of educational and job opportunities for families assisted by the MPHA. Our mutual goal is to provide greater opportunity and increase the economic achievement of families with children in the Housing Choice Voucher and the public housing programs.

Recent studies demonstrate that:

“... for every additional year of education obtained by the household head, the chances of family leaving rental assistance with income increases by 11%... a high school graduate earning an associate’s degree, the household’s chances of exiting... increase 22%... earning a college degree increases their chances of a positive exit by 44%.” (see Public Housing Research Corporation, “The Education Boost – lifting families out of poverty through educational investments”, p5, published April 2017, website: www.housingcenter.com/research)

The TCR and MPHA (the parties) agree to explore options and approaches with the goal of placing a pilot program in service in the first quarter of 2018. The Parties agree to design a comprehensive self-sufficiency approach where the housing subsidy and TCR educational program requirements are mutually supportive – encouraging families to engage in economic improvement activities. As part of the approach work requirements and subsidy limitations will be explored.

The parties share the mutual goal of substantially strengthening economic outcomes for low-income families, specifically the parties to this letter agree to the following:

- MPHA will use its subsidy flexibility under MTW to support TCR as it provides comprehensive services and long-term empowerment to transform lives
- The parties agree that transforming lives out of poverty through meaningful employment can be achieved
- TCR is uniquely positioned to partner with MPHA: TCR’s program served over 700 low income adults in 2016. TCR serves adults who are experiencing multiple barriers to stable employment and are interested in changing their lives:
- chronic unemployed (80% unemployed at start)
  - criminal histories (64%)
  - chemical dependency (64%)
  - mental health issues
  - homelessness or unstable housing
  - generational poverty

- TCR and MPHA both work predominately with people of color
- Communities of color must possess the education, skills, and networks to obtain, maintain, and thrive in industries with high wage, and high demand for employment;
- TCR also teaches personal empowerment to strengthen the individual as he/she moves to deal with the challenges of getting a life back on track;
- TCR is a pioneer in performance-based funding and is paid only when a participant is placed into a job earning $20,000/year or more, with an income change of at least $10,000
- MPHA desires to refer clients to TCR (and other program partners);
- MPHA will work with TCR to re-tool and re-design the traditional housing subsidy by establishing and linking the subsidy to TCR’s attainable work and education requirements;
- MPHA will work with TCR (and others) to create a Moving to Work (MTW) subsidy platform designed to support the family on the path to economic advancement. Changes to traditional subsidy approaches could include but are not limited to:
  - Improvements to the traditional Family Self Sufficiency Program (hereafter FSSPlus), so that access to counseling is improved and increases in income can be saved by the family; in public housing this might include a rent to save option, but in either case families will have access to a savings component;
  - In addition to savings, the FSSPlus program will include credit and budget counseling;
  - MPHA will restructure the method and approach with respect to how employment income is treated;
  - Review program rules so that policies encourage households to form or stay together;
  - Create a back to school rent credit that rewards parents for meaningful participation in the education of their children;
  - Create a Subsidy Graduation Insurance option that allows families to exit subsidy but extends the safety net of a shallow subsidy for subsequent, no-fault, loss of income (like the death of a partner, layoff from a job) for up to 2 years after the exit from the program; in the event of such a loss both parties agree to provide support to the family to help restore lost income;
  - Explore declining subsidy models or models where MPHA’s subsidy is front loaded, that is more subsidy is provided in the early years of assistance as the family works through the educational requirements of TCR; the increased, front-loaded, subsidy can be used for transportation, child care support or other costs that are part of an educational support network;
- Explore the creation of maker space on or near TCR's existing facilities;
- Job outcomes, placements and duration of employment will be metrics used to evaluate the outcomes of the program, positive subsidy exits will also be used to assess outcomes;
- The parties agree to consider Section 3 requirements in the development of the program and in the job placement efforts;
- The parties agree to seek a research partner to monitor and evaluate the success of the program;
- The parties agree to approach the Minneapolis City Schools to explore possible connections to middle and high school students;
- The parties agree to approach other institutional and non-profit partners to make the collaboration available to as many MPHA families as possible, and to provide training or skills that complement or extend what TCR provides;
- The parties agree to pilot the program with initial results used to guide a future migration to a Regional MTW agency focusing on families who move as part of regional mobility program.

This letter of intent will lead to a formal MOU between the parties with the understanding that both parties will commit funds, in-kind services or seek third party funding to design and launch this program.

On behalf of TCR:

[Signature]
Tom Streitz
President & CEO

Date
4/18/17

On behalf of the Minneapolis Public Housing Authority:

[Signature]
Gregory P. Russ
Executive Director

Date
4-18-17