



**Comments, Objections, and Recommendations
provided by Defend Glendale Public & Public Housing Campaign,
a voluntary association of public housing residents,
regarding the Minnesota Public Housing Authority's (MPHA'S) November 13, 2017 submission of a
proposed Moving to Work (MTW) Annual Plan for 2018 (the Submission)
to the US Department of Housing and Development (HUD)
(December 15, 2017)**

Executive Summary: The MPHA's Submission is fatally flawed, as shown in the Nine Objections detailed in these Comments, and must be rejected outright in key parts and returned to MPHA for significant corrections in others before it can be approved.

Where is MPHA's accountability for the multiple forms and instances of deceptive behavior identified in these comments? We hope that it will start with HUD's serious and thorough review of this proposed plan and corrective action.

MPHA's misleading ploys identified in these comments must be called out as "objectionable" within the meaning of Section VII, A, 1, g, (iv) of MPHA's MTW Agreement with HUD.

HUD should conduct a site visit as soon as feasible, as authorized and called for by its Moving to Work (MTW) Agreement to meet with residents, MPHA officials, City Council members, and concerned members of the public to confirm reported Agency activities and to identify and resolve outstanding MTW related issues.¹

Beyond Objections and Corrections to this Specific MTW Annual Plan: Taken together, ongoing, pervasive misrepresentations to residents and the public indicate a deeper concern that should be examined. For all its staff, paid time, and expertise, the MPHA has not shown itself to be an honest provider of

¹ These purposes for HUD's formal monitoring visit (which are to be conducted "at least" once a year) are stated in MPHA's MTW Agreement with HUD, in Section VII, C:

Annual MTW Monitoring Site Visit. HUD and/or its contractors will conduct at least one formal Site Visit to the Agency each year. The purpose of these visits will be **to confirm reported Agency activities**, to review the status and effectiveness of the Agency's **MTW strategies**, **and to identify and resolve outstanding MTW related issues**. The Agency shall give HUD and/or its contractors unimpeded access to all requested sources of information including access to files, access to units, and an opportunity to interview Agency staff and assisted residents.

information regarding MTW issues to residents, the public, or the Commissioners. An audit and review of MPHA's execution of its trust responsibilities is warranted, and should be taken into account when MPHA applies to extend its MTW Site Status which expires at the end of 2018.

Evaluation Framework

The principal legal framework for evaluating the adequacy of a MTW Annual Plan is the MTW Agreement between the MPHA and HUD. A copy of that Agreement is online at https://www.hud.gov/sites/documents/DOC_10229.PDF.

MPHA's MTW Agreement with HUD on page 9 lists several requirements that MPHA must fulfill before being entitled to submit a proposed MTW Annual Plan:

- f. The Annual MTW Plan will be submitted to HUD only after:
 - (i) The Agency has provided for citizen participation through public hearing and other appropriate means and is approved by the Board of Commissioners or Directors, as applicable, and
 - (ii) The Agency has taken into account public comments on the program design, including comments from current tenants/participants, to the extent such comments were provided. To document the foregoing, the Agency will submit with the Annual MTW Plan documentation that at least one public hearing was held, that the Plan was available for public comment for at least thirty (30) days, and that the Agency took no less than fifteen (15) days between the public hearing and the approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan. The Agency will submit these documents to HUD in accordance with Attachment B, or equivalent HUD form as approved by OMB, and will keep these documents on file for HUD review.

In addition, the MPHA's MTW Agreement with HUD lists on page 10 several additional grounds on which for HUD can object to/reject a proposed MTW Annual Plan:

g. Reasons that HUD may object to a provision or information in the Annual MTW Plan include, but are not limited to, the following:

- (i) The information required in Attachment B, or equivalent HUD form as approved by OMB, is not provided or is deemed insufficient;
- (ii) The Agency's planned MTW activities are not permissible under MTW Authority or are inconsistent with requirements outside the 1937 Act;³
- (iii) The Agency's planned MTW activities do not have a clear connection to the statutory goal of the MTW demonstration, which is to provide Agencies with the flexibility to design and test various approaches for providing and administering housing assistance that:
 - (a) reduce cost and achieves greater cost effectiveness in Federal expenditures;
 - (b) give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and
 - (c) increase housing choices for low-income families; or

- (iv) There are other good cause factors, such as material misrepresentation, in the submission.

First Objection: Contrary to what is represented by MPHA in its November 13, 2017 submission to HUD, the MTW Annual Plan for 2018 submitted to HUD on November 13, 2017 was not in fact approved by the MPHA Board of Commissioners as required by the MPHA-HUD MTW Agreement.

MPHA's MTW Agreement with HUD requires that the MPHA's MTW Annual Plan be adopted by Resolution of the MPHA Board of Commissioners.² As part of its submission, MPHA has submitted a Resolution adopted by the Board of Commissioners at a meeting held October 25, 2017 purporting to approve the MPHA's MTW Annual Plan for 2018.

There are two problems with that:

First: a MTW Annual Plan is a serious, far-reaching document significantly affecting the lives of thousands of public housing residents and thousands on the MPHA's waiting lists, as illustrated in this case since this Annual Plan proposes to authorize MPHA to avoid the requirements it has assumed via the Declaration of Trust³ it has signed in recognition of on-going annual federal support for the MPHA's public housing program and to authorize a "team of experts", assembled and led by MPHA staff, using the expanded authority achieved by dissolving the DOT requirements, to "close on individual deals" (sell these properties) in 2018.⁴

For MPHA's governing body (Board of Commissioners) to legitimately approve such a document within the meaning of the MPHA-HUD MTW Agreement, the governing body's members should actually have had that document physically before them. However, at this meeting it appears that the Board of Commissioners did not in fact have before them **any** version of the MTW Annual Plan for 2018 that was submitted to HUD on November 13, 2007. The Board Packet of materials provided the Commissioners for this meeting does not contain any draft of the MTW Annual Plan for 2018. See this Packet online at <http://mphaonline.org/wp-content/uploads/2017/10/October-2017-Board-Packet.pdf>. Nor do any Board Packets for previous monthly meetings contain the proposed MTW Annual Plan. August Board Packet: <http://mphaonline.org/wp-content/uploads/2017/08/August->

² MPHA-HUD MTW Agreement, VII,A,1,f,(i) which states:

- f. The Annual MTW Plan will be submitted to HUD only after:
 - (i) The Agency has provided for citizen participation through public hearing and other appropriate means and is **approved by the Board of Commissioners or Directors**, as applicable,...

³ See MPHA's proposed MTW Annual Plan for 2018 which proposes as FY2018 Activity 5 to "use its MTW authority to release the Agency from Declarations of Trust (DOT) . . ." (Plan at page 12) and, as indicated in the matrix provided for that activity, converting DOTs on two properties to LURAs in 2018. (See matrix for FY2018 Activity 1 on page 13 of the proposed MTW Annual Plan submitted November 13, 2017.

⁴ See MPHA's proposed MTW Annual Plan at page 18: "*The Working Capital Fund . . . covers the pre-development costs associated with planning and completing the assessments, and, in selected cases, moving to close on individual deals. Led by MPHA staff, MPHA has assembled a team of experts including development consultants, financial and legal advisors, architects, and planners.*"

[2017-Board-Packet.pdf](http://mphaonline.org/wp-content/uploads/2017/09/September-2017-Board-Packet.pdf); and September Board Packet: <http://mphaonline.org/wp-content/uploads/2017/09/September-2017-Board-Packet.pdf>.

And a video of the October 25, 2017 meeting does not indicate that the MTW Annual Plan was provided to the Commissioners for their consideration before their vote to approve “the Plan”. Finally, although Minnesota’s Open Meeting Law requires governing bodies such as the MPHA to make available to the public at least one copy of all materials considered by the governing body during its meeting, witnesses present at that meeting indicate that no MTW Annual Plan for 2018 was provided for public view, strongly suggesting that the Commissioners had no Plan before them to actually consider.

Consequently, not having the document before it, the MPHA Board of Commissioners cannot be said to have legitimately approved the document as required by the MPHA-HUD MTW Agreement and the plan should be returned to the MPHA for remedial action.

Second: the requirement that a MTW Annual Plan be approved by the Board of Commissioners means, at least, that the document cannot be legitimately deemed approved by the Board before the document comes into existence. Yet that appears to be the case here since the record strongly suggests that the version of the MPHA’s MTW Annual Plan for 2018 submitted to HUD on November 13, 2017 did not exist on October 25, 2017 and the record to date does not refute that suggestion.

The only public version of the MTW Annual Plan for 2018 is the August 7, 2017 draft, available on MPHA’s website at <http://mphaonline.org/wp-content/uploads/2017/08/Draft-MPHA-2018-MTW-Plan-Blacklined-8-7-2017.pdf> (108 pages). This August 7, 2017 draft was what people had to comment on at the September 27, 2017 public hearing and on which they filed written comments by the September 30, 2017 public comment deadline. No subsequent draft has been shown to exist prior to the November 13, 2017 submission to HUD.⁵

There are further indicators that the August 7 draft remained unchanged prior to the Commissioners’ October 25 meeting. At the October 25, 2017 MPHA Board of Commissioners’ meeting at which the Commissioners adopted a resolution approving a MTW Annual Plan for 2018, it also approved in a parallel resolution a revised Statement of Policies. At the meeting, MPHA Director of Policy and Innovation Boyd presented both issues and informed the Commissioners of several changes that had been made to the Statement of Policies in response to public comments but indicated that none had been made in response to public comments received regarding the MTW Annual Plan for 2018.

On the same point, the Resolutions drafted for and adopted by the Commissioners regarding these two items are sharply parallel except in one telling instance. The Resolution approving the revised Statement of Policies acknowledges changes made to the Statement of Policies following receipt of public comments whereas the Resolution approving the MTW Annual Plan indicates no changes made to the MTW Appeal Plan following receipt of public comments, as illustrated in the following comparison of the two resolutions:

⁵ MPHA has not posted online the version of the MTW Annual Plan that it submitted to HUD on November 13, 2017 and HUD does not make proposed MTW Annual Plans public so a formal government data request under Minnesota state law was required to obtain the document that MPHA submitted to HUD on November 13, representing it as the MPHA’s Commission-approved MTW Annual Plan.

RESOLUTION No. 17-175 (MTW Annual Plan)	RESOLUTION No. 17-176 (Statement of Policies)
<p>WHEREAS, the Minneapolis Public Housing Authority in and for the City of Minneapolis (MPHA) signed a Moving to Work (MTW) Agreement with the U.S. Department of Housing and Urban Development (HUD) on January 6, 2008, making MPHA a full status Moving to Work Agency; and</p> <p>WHEREAS, the full status Moving to Work Agreement requires MPHA to create an annual Moving to Work Plan; and</p> <p>WHEREAS, MPHA is ordinarily required to submit the Moving To Work Plan to HUD prior to October 15th of each year; and</p> <p>WHEREAS, HUD extended MPHA's submission date for its 2018 MTW Annual Plan to November 15, 2017 to allow for additional time for review and comment.</p> <p>[Silence! No report of changes to the document]</p>	<p>WHEREAS, the Minneapolis Public Housing Authority in and for the City of Minneapolis (MPHA) signed a Moving To Work (MTW) Agreement with the U.S. Department of Housing and Urban Development (HUD) on January 6, 2008, making MPHA a full status Moving To Work Agency; and</p> <p>WHEREAS, MPHA historically uses the MTW Annual Plan process to propose changes to the <i>Statement of Policies</i> (SOPs); and</p> <p>WHEREAS, MPHA received and responded to public comments regarding the <i>Statement of Policies</i> and made some changes to the document based on comments received.</p>
<p>NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of MPHA that the 2018 Moving to Work (MTW) Annual Plan is approved and that the Executive Director is authorized to submit it to HUD for approval as required.</p>	<p>NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of MPHA that the changes to the Agency <i>Statement of Policies</i> are approved and that the Executive Director is authorized to implement them effective January 1, 2018.</p>

The point here, of course, is not that the staff should have revised the August 7 draft considerably in response to public comments (though it certainly should have) but that making none left the online August 7 draft intact, unaltered and by reason of its online existence, virtually (if not actually), before the Commissioners at their October 25, 2017 meeting.

Continuing to leave the August 7 draft unchallenged as the most current draft of the MTW Annual Plan for 2017 as of the Commissioners' October 25, 2017 meeting, a video of that meeting does not indicate that a revised draft of the MTW Annual Plan (different from the August 7, 2017 draft made

available online for public comment) was provided to the Commissioners for their consideration before their vote to approve “the Plan”.

Nevertheless and without authority to alter the Plan approved by the Commissioners at their October 25, 2017 meeting, the MPHA staff submitted on November 13, 2017 an expanded and revised version of the Annual Plan (116 pages)⁶ to HUD as if it were the MPHA’s MTW Annual Plan for 2018 that the Commissioners approved at their October 27, 2017 meeting.

As a consequence, MPHA has not in fact submitted to HUD a plan that has been adopted by the Board of Commissioners as required by Section, VII,A,1,f,(i) of its MTW Agreement with HUD. Instead, it has submitted a staff-altered document and, as a consequence, the public has not been given an opportunity to comment on this revised plan as required by Section VII,A,1,f,(i) of its MTW Agreement with HUD. More fundamentally, MPHA staff’s submission of an unauthorized and unapproved Annual Plan as if it had been approved by the Commissioners is a misrepresentation of its nature, an attempt to commit a fraud upon HUD and the public. As such, MPHA staff’s action warrants rejection of the MPHA’s November 13, 2017 submission and such other corrective action as HUD deems appropriate up to and including suspension of MPHA’s MTW status.

Second Objection: The MPHA has not considered all public comments, as required by the MPHA’s MTW Agreement with HUD.⁷

The MPHA Commissioners did not obtain for review and were not provided access to the written public comments. Rather than giving Commissioners these documents or ready access to them (easily done by link), the report prepared by the MPHA’s Director of Policy and Innovation for Commissioners and which was included in the Commissioners’ Packet for the October 25, 2017 meeting contains this single uninformative sentence referring to the public comments:

MPHA has documented the public comments and MPHA’s responses related to the 2018 MTW Annual Plan.

⁶ Changes from the August 7 public draft that appear in the November 13 submission to HUD (which we had to obtain via a government data request) include: 1) deletion of an important table showing the budget for the Working Capital Fund; 2) addition of an extra \$1 million from reserves to the Working Capital Fund’s budget; [For more on those two items see attached document entitled “Side-by-Side Working Capital Fund budget August-November”,]; 3) addition of a request deletion of two activities proposed in the August 7 draft (“Public Housing Educational Initiative” and “Redefine Program Income to Create Leverage”); 4) addition of a new proposed activity (“Local Project-Based Voucher Program”) that does not appear in the only publicly available draft, the August 7 draft; 5) a request to HUD for authority to replace (“convert”) the Declaration of Trust with LURAs in confusing contradiction of its continuing (from the August draft) announcement/claim to have unilateral authority as an MTW site to make this change on its own without HUD approval; and 6) addition of a glossary of terms explaining the acronyms scattered without explanation throughout the August 7 draft (the only draft of the Plan ever available for public view and comment) that had compromised the intelligibility of that draft for the average reader.

⁷ See MPHA-HUD MTW Agreement at Section VIIA,1,f, (ii),

f. The Annual MTW Plan will be submitted to HUD only after

(ii) The Agency has taken into account public comments on the program design, including comments from current tenants/participants, to the extent such comments were provided.

Not even MPHA staff's summaries and responses to those comments were provided to the Commissioners. With all due respect to MPHA staff's important service, unless specifically authorized by the Board, they are not the MPHA. Nor is staff authorized to act as the MPHA until the Board of Commissioners does not object and curb them. The Board of Commissioners is and speaks as the MPHA. This division of authority and role is routinely recognized in the Board's resolutions and, in fact, is recognized in the two Resolutions proposed for adoption in the staff report prepared by the MPHA's Director of Policy and Innovation and adopted by the Commissioners at the October 25 meeting, each of which delineate and clearly spell out the authority being given to the Executive Director by the Resolutions previously quoted above in full:

<p>NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of MPHA that the 2018 Moving to Work (MTW) Annual Plan is approved and that the Executive Director is authorized to submit it to HUD for approval as required.</p>	<p>NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of MPHA that the changes to the Agency <i>Statement of Policies</i> are approved and that the Executive Director is authorized to implement them effective January 1, 2018.</p>
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With reference to the issue raised previously where we noted that MPHA staff lacked authority to amend as it saw fit a October 25 Commission-approved Annual Plan, if any, before submitting it to HUD, we underline here that the Board of Commissioners' resolutions carefully delineate the scope of the Executive Director's authority regarding the MTW Annual Plan (as well as the Statement of Policies) and this authority clearly does not include authority to amend the MTW Annual Plan as has occurred here.

Another way in which concern is raised regarding MPHA's compliance with the requirement that it consider public comments is this: comments known to have been timely sent to MPHA by two community entities (Center for Urban and Regional Affairs and La Asamblea de Derechos Civiles) are not identified and responded to in MPHA staff's listing of public comments and MPHA responses attached to its November 13 submission. A timely submitted petition objecting to the proposed Annual Plan and signed by nearly 2,000 persons was also not acknowledged. In addition, in response to a data request to be provided with copies of public comments on the proposed MTW Annual Plan, MPHA's response does not include the comments filed by these two organizations, raising the distinct possibility that there are additional public comments sent to MPHA that have not been considered and responded to.

This is a serious matter. Ignoring this concern would give PHAs *de facto* discretion to exclude or ignore public comments at will with no consequences, making the value of having requirements (as opposed to aspirations) written into MTW Agreements virtually worthless and communicating directly to residents that even a PHAs' clearly stated agreements with HUD can not be taken seriously.

Since MPHA is required by terms of its MTW Agreement with HUD⁸ to give HUD unimpeded access, during a site visit by HUD, to all requested sources of information including access to files, access

⁸ See MPHA-HUD MTW Agreement, Section VII,C:

Annual MTW Monitoring Site Visit. HUD and/or its contractors will conduct at least one formal Site Visit to the Agency each year. The purpose of these visits will be to confirm reported Agency activities [such as consideration of all public comments submitted by the

to units, and an opportunity to interview Agency staff and assisted residents, HUD should use this opportunity to get to the bottom of any issue not clearly resolved by these comments before concluding its review of MPHA's proposed MTW Annual Plan for 2017.

Third Objection: The Agency's proposed MTW activity #5 (Self-Release from DOT obligations) is not permissible under MTW Authority and therefore must be objected to by HUD.

MPHA's proposed Annual Plan submitted November 13, 2017 is ambiguous and self contradictory regarding what it believes its authority is as a MTW agency to act without regard to its obligations under the Declaration of Trust it has signed to HUD. In its August draft, reiterated in its November 13 submission, MPHA asserts, in effect, that it already has authority because it is an MTW agency to elect, on its own and without HUD approval or permission, to "waive HUD's DOT requirement" and act as if its Declaration of Trust did not exist. MPHA states on page 26

Release of Declaration of Trust (DOT) – MPHA will use its MTW Authority to waive HUD's DOT requirement and give the agency more flexibility in leveraging funds by releasing DOT's.

And on page 44 as MTW FY 2018 Activity 5 it states: "MPHA proposes to use its MTW authority to release the Agency from Declarations of Trust (DOT) . . . "

And, although the November 13 submission includes the following sentence . . .

MPHA is asking to use MTW to replace the DOT with the LURA. (page 11)

. . . the submission does not unambiguously disavow the claim made in the August 7 draft and reiterated in the November 13 submission that it has been given authority as a MTW site to "waive" the DOT requirement. Instead, the MPHA argues in new language not appearing in the August 7 draft that the DOT is "waiveable", continuing to leave ambiguous whether it is saying that the DOT is "waiveable" by HUD or "waiveable" by MPHA.⁹ As a consequence of this ambiguity, MPHA's purported authority as a MTE site to waive the DOT obligations should be addressed and rejected by HUD under the following analysis:

The document defining the scope of MPHA authority and discretion as a MTW site is the MPHA-HUD MTW Agreement. While MPHA's MTW Agreement with HUD identifies in Appendix C several laws and regulations that are deemed waived for a MTE site, none of those provisions give MPHA authority to "waive" its obligations under the Declaration of Trust. Hence, to the extent that MPHA's proposed Annual Plan on this point is intended as an assertion of its right to "waive HUD's DOT requirement",

public regarding its proposed MTW Annual Plan], to review the status and effectiveness of the Agency's **MTW** strategies, and to identify and **resolve outstanding MTW related issues**. The Agency shall give HUD and/or its contractors unimpeded access to all requested sources of information including access to files, access to units, and an opportunity to interview Agency staff and assisted residents.

⁹ For more examination of this issue, see table online at <https://tinyurl.com/Proposed-DOT-Release> comparing side-by-side what MPHA said about its authority on this issue in the August draft with what it said in the November 13 submission.

that assertion is incorrect and proposes an activity not permissible under MTW authority and the proposed MTW activity expressing it must be rejected by HUD per Section VII, g, (ii) of the MPHA-HUD Agreement.

Fourth Objection: To the extent that MPHA's new sentence, not appearing in the August 7 draft and inserted unobtrusively on page 11 of the November 13 submission in the middle of a paragraph about the DOT as follows:

Release of Declaration of Trust (DOT) to Preserve Public Housing – HUD's legacy Declaration of Trust (DOT) inhibits MPHA's ability to raise money from other sources needed to reinvest in our public housing stock. Replacing DOTs with Land Use Restriction Agreements (LURAs) provides MPHA much needed flexibility to raise money while protecting long-term affordability for residents. **MPHA is asking to use MTW to replace the DOT with the LURA.** However, properties will still be subject to HUD's requirements related to disposition or sale of a public housing site. Both the new LURA, and HUD's existing disposition rules, will provide resident protections in a variety of ways, and this initiative will not result in the loss of units for low-income families.

This request for HUD approval to dissolve the Declaration of Trust on two properties (as we later see in the matrix provided for this purported MTW activity on page 13 of the November 13 submission) is objectionable for several reasons, principal of which are:

1. It is a substantial change, in sharp contrast to the unambiguous claim in the August draft that MPHA already has authority as a MTW site to make this change, but also a stealth change, not appearing in the August 7 draft which was the only version of the Annual Plan available for public comment. Since it was not available for public comment, it is therefore not ripe for submission to HUD per Section VII, A, 1, f, (i) and (ii) of the MPHA-HUD MTW Agreement.
2. In addition, the MPHA's request (such as it is) arrives without adequate detail to support the significant change it proposes as is required when, as provided in the DOT itself, a PHA requests approval to sell or encumber public housing property that is subject to a DOT.¹⁰ For instance and quite incredibly, nowhere in the proposed Annual Plan (we have perhaps become too accustomed to search here and there in MPHA's documents to fit the puzzle pieces together) does MPHA identify what public housing properties it proposes to subject to loss of DOT protection. Indeed it appears that MPHA's proposal/"request" is that HUD give the MPHA *carte blanche* to designate at a later date and without further ado by HUD or anybody whatever two properties it wants to sell or encumber. Nor does the MPHA provide information to support the non-discriminatory, non-retaliatory character of its decision to de-DOTize and sell or encumber the properties it chooses. Nor does MPHA provide any documentation to demonstrate the legally enforceable nature of its repeated assurances that LURAs in lieu of DOT will preserve the affordability (30% of income) for the MPHA tenants' income population in perpetuity or even for 30 years.¹¹ Consequently, MPHA's request on page 13 to be

¹⁰ We note that the DOT itself provides a means for MPHA to be relieved by HUD of its DOT obligations in appropriate circumstances but must do so via a properly supported request to HUD, not in the course of a MTW Annual Plan review, which is for another purpose and standards entirely.

¹¹ One example of an MPHA official giving such assurances is detailed in the document entitled "MPHA ED Misinforms Commissioners re DOTs and LURAs" online at <https://tinyurl.com/ED-Misinforms-MPHA-Board>.

relieved of DOTs should not be considered and accepted as the equivalent of a properly supported request under the DOT language to be relieved of the DOT obligations.

3. MPHA must demonstrate and cannot simply assert that FY2018 Activity #5 meets the statutory objective that it cites on page 12 of its November 13 submission as the ground for its approval:

Reduce Costs and achieve greater cost effectiveness in Federal Expenditures

MPHA has not made that case and we believe it cannot, based on the human and financial costs of similar displacement and promised return and replacement operations in Minneapolis.¹² Be that as it may, there can be no question, that the MPHA's Annual Plan has not even attempted to show 1) reduced costs and 2) cost effectiveness of its proposal when weighing, for example, the inevitable collateral damage of the operation, including the homeless shelter costs and health care cost impacts incurred where the LURAs' rent limitation protections do not reach and ultimately and inevitably run out.

As such, MPHA's request to approve its removal of DOT requirements on two as yet unidentified public housing properties in 2018 (FY2018 Activity #5 on pages 12-13 of the November 13 submission) comes wrapped in a process not intended to review such a request, is premature, inadequately supported, and in excess of the MTW authority given MPHA in its MTW Agreement with HUD. Accordingly, FY2018 Activity #5 must be removed from any Annual Plan that HUD approves for MPHA for 2018.

The gravity of HUD's proper review and rejection of MPHA's proposed FY2018 Activity #5 is heightened by the fact that although the current proposal is to convert DOTs on two unidentified properties to LURAs (quite bad enough), the MPHA-HUD MTW Agreement provides that once an activity (such as proposed FY2018 Activity #5) is approved, it remains an automatically approved activity in all subsequent years (without further HUD ability to review) as long as MPHA includes it in their future MTW Annual Plans.¹³

¹² See Edward Goetz, "Deconcentrating Poverty in Minneapolis / Hollman v. Cisneros", online at <http://www.cura.umn.edu/sites/cura.advantagelabs.com/files/publications/H1026.pdf> and in particular, Report No. 6 "The Experience of Dispersed Families".

¹³ See MPHA-HUD MTW Agreement, Section VII,A,1,(h) online at https://www.hud.gov/sites/documents/DOC_10229.PDF.

"1. Once HUD approves an MTW Activity, the activity shall remain approved as long as it is included in the Agency's Annual MTW Plan submissions subsequent to the initial approval of the MTW Activity. The approval shall remain in effect until such time as the Agency proposes to modify the activity, initiative, or program."

Objections 5-9: Other Good Cause, Misrepresentations to HUD and the Public in the Course of Preparation, Publication, Adoption and Submission of the MPHA's Proposed MTW Annual Plan for 2018

By including "other good cause" (such as misrepresentation) for rejecting a proposed MTW Annual Plan, the MPHA-HUD MTW Agreement calls for honest, fair dealing by MPHA staff with their Board of Commissioners, their residents and persons on the waiting list directly impacted by the proposed Annual Plan,, the public, and HUD.

Fifth Objection: MPHA knows that for a substantial number of its residents, especially at Glendale and several other MPHA properties, are not persons for whom English is their operative language.¹⁴ Nevertheless and in violation of their obligations under the Limited English Proficiency (LEP) requirements, MPHA did not provide any translation of the proposed MTW Annual Plan for 2018 (or any part thereof) until early September 2017 when, following written and vocal objection at an August 17, 2017 informational meeting to the lack of the document's translation in violation of the Limited English Proficiency (LEP) obligations, the MPHA Executive Director agreed to prepare and provide a summary of the MTE Annual Plan for 2018 in Somali and as a consequence to postpone the public hearing on the plan from August 27 to September 25, the deadline for written comments from August 30 to September 30, and the Commissioners' consideration of the plan from September 27 to October 25. Despite the fact that these extensions came as a result of serious and vocal resident and public concerns for MPHA's obvious violations of the LEP standards, the MPHA's November 13 submission characterizes these extensions as generously and unnecessarily granted, a bending over backwards by MPHA to facilitate resident comments. MPHA claims an 82-day public review and comment period, painting itself on the high-ground, not even acknowledging to HUD that MPHA's failure to provide translation played any part in the extension decisions. This is a substantial misrepresentation to HUD of the context, reflecting incorrectly the inadequacies of the public participation component of the adoption process.

MPHA knows that Defend Glendale filed comments formally raising these concerns for on-going violation of the Limited English Proficiency (LEP) obligations, but air-brushed them out of their presentation to HUD. Specifically, our comments filed September 29, 2017, Defend Glendale stated:

3. While violating residents' participation and translation rights, MPHA staff attempted to push the MPHA Board to adopt the Draft MTW Annual Plan 2018 at its August Board Meeting. Highly paid MPHA staff even informed an inquiring member of the public that Board consideration of the Draft Plan could not possibly be postponed beyond the Board's August 27 meeting over translation and ambiguity concerns because HUD had a deadline for receiving the Board's decision and the matter could not wait. Even when, due to numerous translation and ambiguity concerns raised by residents, translation of a summary was subsequently promised (August 17) and time to comment was extended to September 30. MPHA staff continued to short-change Somali, and other immigrant & refugee residents who need translation, and their interest in reviewing the Draft Plan. MPHA continues to fail these residents; 1) by not providing the translated Executive Summary until early September (less than 30 days prior to the public hearing and comment deadlines); 2) by failing to inform residents of how,

¹⁴ In its August 7, 2017 draft at page 4, MPHA states: "50% of residents' nation of origin is not the United States and an estimated 30% of the heads of households do not speak English. MPHA provides homes to 1,906 or 33% of heads of household of Somali origin." This text and information, which of course documents Defend Glendale's point about the importance of complying with the LEP requirements, is deleted from the MPHA's November 13, 2017 submission to HUD, withdrawing that key piece of information from HUD's eyes.

when, and where to access the Somali translation , and that the public hearing and comment periods had been extended; and 3) restricting access to the translated Executive Summary by making it available only on-line or to read in the office.

[Defend Glendale & Public Housing Coalition's] Recommendation [to MPHA]: To remedy this going forward, the MPHA Board should decide that effective immediately, prior to issuance of documents, and announcements relating to MTW , other activity relating to capital funding, other redevelopment issues impacting the lives of residents, and prior to any MPHA-sponsored meetings held on those subjects, an affirmative action officer shall evaluate the appropriateness of translation and interpretation in light of the four factor test required by federal (Limited English Proficiency) guidelines, and include that written evaluation as an attachment to any document/announcement issued by the MPHA on the above-identified subjects.

In short, although it extended time to comment on the proposed Annual Plan , MPHA remained out of compliance with its Limited English Proficiency (LEP) translation obligations. It never produced a translation of the document but only a 10-page “executive summary” of the document (which manages to insert a brief and misleading reference to the key DOT to LURA conversion issue on page 10, and even that inadequate translation was inadequately noticed to the residents, was not made available until early September (less than 30 days before the public hearing and deadline for written comments) and was available only online or on a read-inside-the-office basis.

Moreover, intent on demonstrating its open-hearted benevolence to HUD, MPHA omits these critical details from the narrative it presents to HUD about the time extension, never acknowledging that it sought the extension in response to resident complaints that the MPHA had violated LEP requirements by not providing translations of the draft Annual Plan. In fact, the extension (announced by the Executive Director at the end of the August 17, 2017 “informational” meeting) was explained at the time as allowing time to develop and provide translated summaries of the plan.

MPHA staff also took care to obscure the occasion for the extension to the Commissioners (and ultimately to HUD), drafting for them a Resolution approving the MTW Annual Plan that refers to the extension but significantly mischaracterizes its genesis. On this point, the Resolution states:

WHEREAS, HUD extended MPHA’s submission date for its 2018 MTW Annual Plan to November 15, 2017 to allow for additional time for review and comment.

Half-truth at best. Most misleading.

HUD should object and reject as materially misleading MPHA’s self-aggrandizing and utterly false characterization of its so-called “extended” public review period, strike the offensive language, and return that section to be re-written in conjunction with affected residents. Otherwise the public record approved by HUD will stand painting the MPHA as self-interestedly standing up for and providing beyond-the-call-of-duty public participation in the MTW Annual Plan process. Most undeserved.

Sixth Objection: MPHA's assertion, presented as fact on pages 26 and 44 of the August 7, 2017 draft (the only version of the Annual Plan available to residents and the public for comment) falsely presented as fact that MPHA has authority as an MTW site to, in its words, "waive [the word "release" is used on page 44] HUD's DOT requirement." MPHA staff undoubtedly knew when it said that, that MPHA had no such authority. This is evident from the extraordinary, unprecedented nature of the claim and the fact that when MPHA submitted its proposed Annual Plan to HUD on November 13, 2017, the submission's language on the DOT conversion item had been changed markedly, not wanting to be embarrassed by making such a patently false claim to people who it knew would not be so easily fooled (HUD staff) as could residents and the general public. The changes to the DOT presentation were these: the DOT became simply "waiveable" (page 12) and a sentence was added which dropped any pretense to be already authorized on its own to "waive" the DOT requirement and stated plainly on page 11:

MPHA is asking [HUD, presumably] to use MTW to replace the DOT with the LURA.

MPHA's use of knowingly false statements in its August 7 draft to residents, the public, and the Commissioners about the nature and scope of MPHA's authority on this key issue is the kind of material misrepresentation envisioned in the MPHA-HUD MTW Agreement to constitute grounds for objecting to the proposed activity: MTW FY2018 #5. MPHA staff's intention to deceive is manifested by the fact that it presented one face (set of facts) to the residents, public, and Commissioners in the August 7 draft and quite another to HUD, believing, apparently, that its November 13 submission (which it did not and has not posted) and which HUD does not make available to the public until it has been finalized and approved, would not come to light.

Seventh Objection: MPHA staff's presentation of the DOT waiver/release issue misinformed residents, the public, and Commissioners regarding the nature and purpose of the Declaration of Trust (DOT) and the nature and abilities of Land Use Restriction Agreements (LURAs).

In the August 7, 2017 draft available online for residents, the public, and the Commissioners, MPHA staff painted a decidedly skewed picture of DOTs: all the positives with no acknowledgement of why they are in place, what purpose they serve, and what is lost by their removal - - -

Release of Declaration of Trust (DOT) – MPHA will use its MTW Authority to waive HUD's DOT requirement and give the agency more flexibility in leveraging funds by releasing DOT's. (page 26)

MPHA proposes to use its MTW authority to release the Agency from Declarations of Trust (DOT) that inhibits the Agency's ability to leverage needed capital funds. (page 44)

Elimination of the DOT to be replaced by a Land Use Restriction Agreement (LURA) will enable MPHA to leverage funds that are heretofore not forthcoming from Congress and move forward with a major revitalization of its properties while at the same time preserving the long-term affordability of its housing for very low-income families. (page 44)

A similarly one-sided and hence misleading account of DOTs was presented to residents by the Executive Director at a so-called informational meeting held on August 17, 2017. And on October 25, 2017, right before the MPHA Commissioners were to vote on the MTW Annual Plan, the MPHA's Executive Director substantially and, we believe the record shows, intentionally misinformed the Commissioners regarding DOTs and the adequacy of LURAs as substitutes for DOTs. See transcript of the Executive Director's "briefing" to the Commissioners that day on this key issue online at <https://tinyurl.com/ED-Misinforms-MPHA-Board>.

MPHA staff presenting themselves as honest dispensers of information took advantage of the relative unsophistication of residents, the public, and Commissioners regarding public housing matters, telling them as if it were fact a highly one-sided (hence inaccurate and misleading) view of DOTs and stretched beyond the breaking point their picture of how LURAs are a proper and wholly adequate substitute for DOTs. Surely MPHA staff is aware of the positive, protective role DOTs have played in preserving public housing and making sure PHAs do not go rogue and start cannibalizing the federal investment and commitment (our investment and commitment as we the people) to provide safe, secure, decent, and affordable housing for those of us most in need.¹⁵ And they are also surely aware of the limited reach of LURAs and therefore the inadequacy of LURAs to ensure the perpetual affordability of MPHA's public housing units to MPHA's very low income tenants, as assured by the Executive Director.¹⁶

MPHA staff's use of knowingly false statements about DOTs and LURAs 1) in the August 7 draft, 2) in its "informational" presentation on August 17, and 3) to the Commissioners and attending members of the public at the Commissioners' October 25, 2017 meeting are the kind of material

¹⁵ A good primer on the history and role of DOTs is provided as part of the HUD Inspector General's February 2016 report entitled "Public Housing Agencies' Declarations of Trust" online at <https://www.hudoig.gov/sites/default/files/documents/2016-CH-0001.pdf>. It would have been easy for the MPHA staff to incorporate that basic objective information into what it told residents, the public, and the Commissioners about DOTs. It would have interfered with the persuasiveness of their attack on DOTs, but it would have been honest. Too much to ask?

¹⁶ MPHA knows, since the information appears in the August 7, 2017 draft of the Annual Plan at page 4, that the average income of working households in Minneapolis public housing is \$20,496 (23.66% of AMI), well below 30% of AMI which is \$25,800. And the average gross annual income for all public housing families in Minneapolis is \$14,201 (16.39% of AMI). See MPHA's August 7, 2017 draft at page 4. MPHA deleted this information from the MTW Annual Plan for 2018 submitted to HUD on November 13, 2017, denying HUD immediate access to this information.

In Minnesota, to qualify for Low Income Housing Credits (LIHCs), a project developer is only required to pledge to make 1) 40% of its units affordable for persons having income at 60% of AMI or 2) 20% of its units affordable for persons whose income is 50% of AMI. Land Use Restrictive Agreements (LURAs) are the legal instruments used to ensure that these modest requirements (such as they are) are met. Under either option (the 60% AMI or 50% of AMI), these LURAs do not produce affordable rents (30% of their income) for **ANY** current MPHA residents or persons on the waiting lists **ever**. Let alone, in perpetuity, as assured by the Executive Director. Note that increasing the percentage of the project's units offered at rents pegged to 50% or 60% of AMI does nothing to make any of these units affordable for MPHA's tenant population.

misrepresentations envisioned in the MPHA-HUD MTW Agreement to constitute grounds for objecting to the proposed activity: MTW FY2018 #5.

Eighth Objection: MPHA's November 13, 2017 submission asks HUD to approve its Working Capital Fund activity (with budget not shown) to conduct a portfolio review in 2018 as if that activity had not already occurred in 2017. This is significantly false and misleading. The submission speaks in terms of future action in 2018 to be funded per the 2018 Working Capital Fund budget.

In 2018, MPHA will lay this foundation in public housing with an intense focus on preserving our buildings,. . . a \$2 million working capital fund (\$1 million provided by MPHA and a \$1 million matching grant from the McKnight foundation) an in-depth analysis of our portfolio will allow us in 2018 to begin the process of targeted investments to preserve our housing. We will look at our entire portfolio and show both the need and possible routes to re-investment. A framing document will be prepared . . .

(Page 4)

Similarly indicating work to be done per the Capital Working Fund budget in 2018, the text regarding the Capital Working Fund for 2018 states on page 17 of the November 13 submission:

The Working Capital Fund was established to cover the costs associated with the **portfolio assessment** needed to launch a 10-to 15-year improvement effort. This fund covers the pre-development costs associated with planning and completing the assessments, and, in selected cases, moving to close on individual deals. . . In September 2017, the McKnight Foundation awarded a \$1 million matching grant to MPHA to fund this work.

The **2018 budget** calls for \$570,000 in McKnight Foundation funds to be expended.

However, consultant contracts and related documents obtained by Defend Glendale reveal that all the portfolio assessment, initial stages of the planning, and portfolio review framing document activities itemized in the Working Capital Fund budget for 2018 shown in the August 7, 2017 draft were well underway in 2017 and much of that work ("framework" activity) had already been completed as of November 13 when MPHA submitted its proposed Annual Plan for 2018. Talk about jumping the gun and counting on HUD to approve, allowing them essentially to pay for work done without MTW authorization in 2017 using 2018 money.

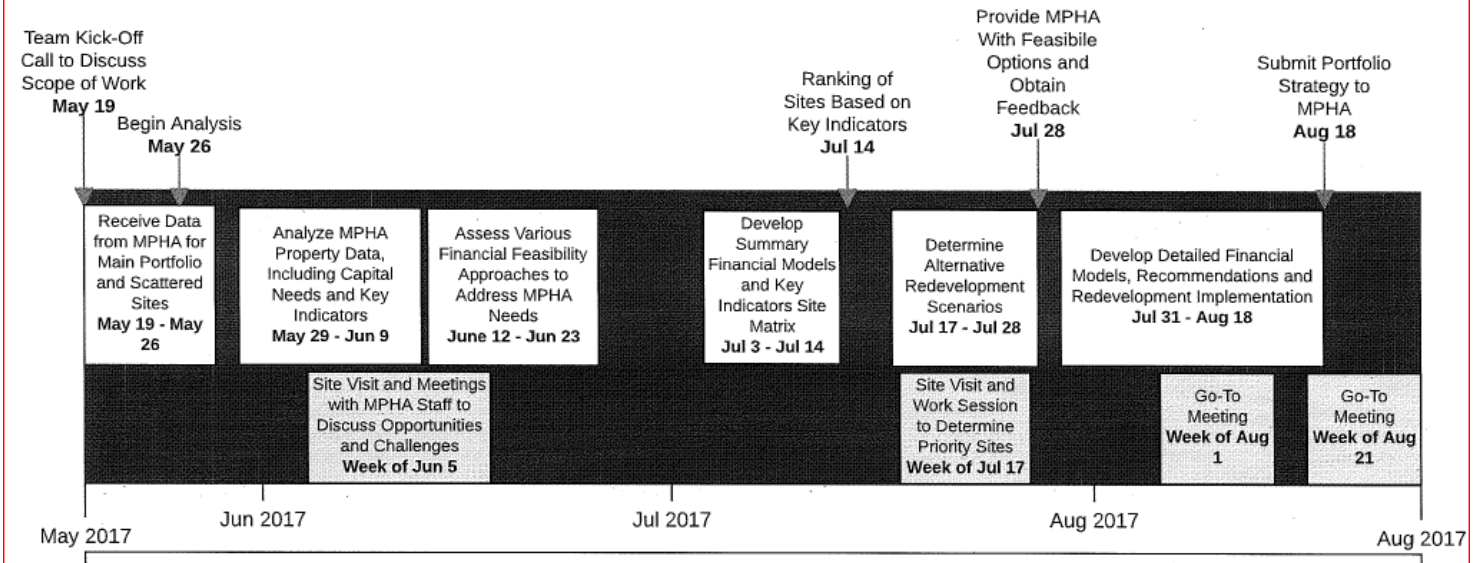
To document this premature "anticipatory" activity by MPHA's "team of experts" led by MPHA staff, we are attaching MPHA's contracts with the two consultants apparently doing the portfolio review, ranking, and "framing" work:

- **CSG Associates** : its one-year contract not to exceed \$300,000 was signed May 1, 2017 to do portfolio assessment and, with specific respect to Glendale, to assist MPHA in outlining a "financially feasible redevelopment or rehabilitation strategy for this site". See CSG's contract online at <https://tinyurl.com/CSG-Contract-with-MPHA>. MPHA's task orders for CSG Associates' promised "deliverables" (preliminary and final) together with their timelines are online at <https://tinyurl.com/CSG-Task-Orders> and shown in part as follows:

Minnesota Housing Authority Timeline

Task 1: Portfolio Analysis - Main Portfolio and Scattered Sites

Task 2: Glendale Development Strategy



and

Minneapolis Public Housing Authority

Task 5: Comprehensive Presentation Operations and Portfolio Deliverables

September to November 2017

	Deliverables For Review	Planned Site Visits	Finalized Deliverable
Operations Analysis	Deliver Final Operations Analysis Draft Executive Summary Recommendations Draft Implementation Strategy Dashboards 09-11	Present Final Operations Analysis Executive Summary Recommendations Implementation Strategy Dashboards 09-13 and 09-14	All files to MPHA/close out task Operations Analysis Executive Summary Recommendations Implementation Strategy Dashboards 09-29
Portfolio Analysis	Deliver Preliminary Portfolio Findings Financial Models 09-13	Present Preliminary Portfolio Findings Financial Models 09-13 and 09-14	
	Deliver Portfolio Analysis Draft Executive Summary Recommendations Draft Implementation Strategy 10-16	Present Draft Portfolio Analysis Final Operations Recommendations 10-26 and 10-27 (MPHA/consultant meetings)	All files to MPHA/close out task Final Portfolio Analysis Executive Summary Recommendations Implementation Strategy Dashboards 11-20

CSG's contract makes time "of the essence" in the performance of any item for which a time for delivery is indicated. See contract, Section 11.9.

CSG's Invoices and the specific work products are being sought but have not yet been obtained at this time. However, a list of MPHA's payments in 2017 to CSG through November 28, 2017 (online at <https://tinyurl.com/CSG-Payments-MPHA-11-17> and shown below) does appear consistent with the timetable set out in the Task Orders shown above and hence to generally confirm the projected work and "deliverables" shown above, confirming that the promised work was done and delivered in 2017 and was known by MPHA to have been done in 2017 prior to submitting a proposed Annual Plan which indicates that the work was to be done in 2018. Here is the schedule documenting payments to CSG in 2017 totaling \$187,794.70 for "Financial consulting services for housing preservation efforts:

	A	B	C	D	E
1	Working Capital Details				
2					
3	Supplier	Description	AP Amount	Date	
4	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	4,122.50	10/2/2017	
5	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	14,936.25	10/2/2017	
6	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	8,401.25	10/2/2017	
7	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	1,613.75	11/20/2017	
8	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	9,857.50	10/9/2017	
9	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	1,491.25	10/9/2017	
10	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	30,692.40	10/9/2017	
11	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	5,208.25	8/15/2017	
12	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	2,512.50	8/15/2017	
13	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	13,408.75	8/15/2017	
14	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	5,927.50	8/1/2017	
15	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	19,675.41	8/1/2017	
16	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	16,536.25	8/1/2017	
17	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	631.25	7/10/2017	
18	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	10,825.69	7/10/2017	
19	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	12,221.94	7/10/2017	
20	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	6,378.75	11/20/2017	
21	CSG ADVISORS INCORPORATED	Financial Consulting Services for preservation efforts. MPHA contract 17.033	17,353.51	11/28/2017	
22	Grand Total		181,794.70		

- Ameresco Sustainability Group has a \$38,400 contract signed June 28, 2017 to score each MPHA property based upon an assessment of its economic, social, and strategic value to MPHA, labeling each property in one of three categories or tiers based on an assessment which made "using pre-determined evaluation criteria and weightings" with input along the way from MPHA's assigned staff, MPHA's legal and financial advisors, and "MPHA recommended stakeholders." See Exhibit A of the Ameresco contract, which is online at <https://tinyurl.com/Ameresco-Contract-with-MPHA>. Ameresco's contract sets the completion date as November 1, 2017 (section

1.8) and states that “time is of the essence” in Ameresco’s required performance (section 11.9).

The carefully controlled, “in-house” planning process revealed to be already underway in these two formative contracts and related documents is at sharp variance with what the Minneapolis City Council has unanimously required for Glendale and surely would, given half the chance, require for all public housing properties in Minneapolis. The planning process, according to the City Council’s Resolution 2015R-402 is to be “an *open, transparent public process that will include participation of the neighborhood association and Glendale residents.*”

As a consequence, not only is MPHA caught once again hiding the ball, trying to pass off as a 2018 MTW activity work done without MTW authority in 2017, but clearly intends to continue a rolling forward a planning process that appears to have already generated and delivered to MPHA staff several “deliverables”, including “an initial recommended action for each property” in flagrant violation of the Minneapolis City Council directive regarding Glendale. As such, MPHA’s proposed Working Capital Fund activities in 2018 build on the poisonous foundation generated by its secretive planning process, inconsistent with the requirements of Minneapolis City Council 2015-R-402, (“requirements outside the 1937 act”), and hence in violation of the MPHA’s MTW Agreement with HUD, VII,A,1, g,(ii) which makes the following a ground for objection/disapproval:

(ii) The Agency's planned MTW activities are . . . inconsistent with requirements outside the 1937 Act

;

In written comments to the MPHA on October 25, 2017, Defend Glendale formally requested MPHA to fully report to the public at its next meeting (November 15, 2017) all the so-called “pre-development” work (planning, framing, etc.) already done and in the process of being done by its team of experts. MPHA has not done so. All such activity, of course, has been done and continues to be done outside and in violation of the “open, transparent public process” required by the Minneapolis City Council. In these comments, we have to been able shed light on the planning work of two of MPHA’s hired team of experts: CSG and Ameresco.¹⁷

To establish a more complete record of MPHA’s planning efforts in violation of the City Council’s requirements, HUD should use its authority under MPHA’s MTW Agreement with HUD to obtain this additional information.

Ninth Objection: A Glossary is Provided (for HUD’s eyes only)

¹⁷ Defend Glendale & Public Housing Coalition has been able to obtain contracts between MPHA and several other members of MPHA’s team of experts for work to be done, in part, during 2017 and continuing into 2018, but has not yet obtained invoices or work products from these contractors. The team of experts contracted by MPHA to carry forward its Capital Working Fund re-development work include several law firms (\$100,000 contract with Hawkins Delafield Wood, LLC; \$100,000 contract with Housing Justice Center; and \$50,000 with Reno & Cavanaugh, LLC). Of interest relevant to HUD’s current pending review of MPHA’s MTW Annual Plan for 2018 is that the law firms are apparently slated to help MPHA strategize and to weigh in with HUD on issues of interest to MPHA. It is interesting to us taxpayers that HUD’s MTW money may be being used by MPHA to develop and execute strategies helping MPHA operate outside HUD’s and City Council’s proper oversight.

On a lighter note: MPHA staff dazzles the residents and the public and the Commissioners with undefined acronyms throughout their August 7, 2017 draft of the MTW Annual Plan for 2018 right up to and including the October 25, 2017 Commissioners meeting (to illustrate):

MPHA LIPH currently holds the ACC for 112 units that will be converted into PBV and therefore added to the PBV units in the HCV Program and taken out of LIPH. These units were the result of the Hollman v Cisneros Court Settlement Agreement and are located outside of the city of Minneapolis. To streamline operations these units will be converted to PBV units to reduce the administrative burden of operating the 112 units.

Five lines / five undefined acronyms / three in the first line / two more in the second
(assuming everyone knows who MPHA is)
That's not alphabet soup; way too thick; it's alphabet quicksand.

However, in apparent effort to counterbalance this lack of intelligibility, MPHA takes care to provide HUD with a glossary of such terms in the November 13, 2017 submission, just so that they will be able to follow the action. How thoughtful.

This bit of hilarity came to light serendipitously during the October 25 meeting when the transcript records the following piece during the presentation to the Commissioners by MPHA Director of Policy and Innovation Boyd:

BOB BOYD: Mr. Chair, commissioners, I'm defending to you today the Moving to Work plan. . . .

.

I want to go over a few of the significant comments, and MPHA responses. . . .

.

We had some questions about the conversion of our MHOP units. The MHOP units are part of what's called the Metropolitan Housing Opportunity Program, and they're actually units that operate outside of our jurisdiction, and were created during the _____ [inaudible]. Those are public housing units where we hold the ACC. We do not—

SOMEONE: ACC?

BOYD: Annual Contributions Contract. We are developing, even though it was not in your packet a glossary, that will define **all those terms** _____ [inaudible—“in the company”?], in the final publication of that plan. [Emphasis added.]

It is beyond irony that MPHA prepared (sometime after the October 25 meeting) and has included as part of its November 13, 2017 submission to HUD a Glossary of Terms but did not do so for the residents, public, or Commissioners. Or even say in it August 7 draft, for example, what the initials “ACC” stand for, let alone what it means and does.

Actually not so funny when you think of it. Another example of MPHA staff taking advantage of the public and misleading HUD. By including the Glossary in the November 13, 2007

submission, MPHA presents to HUD a false image of good faith concern to communicate with public housing residents and other members of the public. Based on MPHA's overall performance, we believe this is not simply a mindless oops moment but an intentional *de facto* policy of blinding and blindsiding residents and covering their tracks by duplicitous submissions to HUD.

CONCLUSION

1. The MPHA's Submission is fatally flawed, as shown in the Nine Objections detailed in these Comments, and must be rejected outright in key parts and returned to MPHA for significant corrections in others before it can be approved.
2. MPHA's accountability for the multiple forms and instances of deceptive behavior identified in these comments must start with HUD's serious and thorough review of this proposed plan and corrective action.
3. MPHA's misleading ploys identified in these comments must be called out as "objectionable" within the meaning of Section VII, A, 1, g, (iv) of MPHA's MTW Agreement with HUD.
4. HUD should conduct a site visit as soon as feasible, as authorized and called for by its Moving to Work (MTW) Agreement, to meet with residents, MPHA officials, City Council members, and concerned members of the public to confirm reported Agency activities and to identify and resolve outstanding MTW related issues.
5. Beyond Objections and Corrections to this Specific MTW Annual Plan: taken together, these ongoing, pervasive misrepresentations to residents and the public raise a deep concern that should be examined. For all its staff, paid time, and expertise, the MPHA has not shown itself to be an honest provider of information regarding MTW issues to residents, the public, or the Commissioners. An audit and review of MPHA's execution of responsibilities entrusted to it as an MTW site is warranted, and should be taken into account when MPHA applies to extend its MTW Site Status which expires at the end of 2018.

Respectfully Submitted,

Defend Glendale & Public Housing Coalition

Learn more:

defendglendale@gmail.com

[facebook@defendglendale](https://www.facebook.com/defendglendale)

[twitter@defendglendale](https://twitter.com/defendglendale)

P.O. Box 14616, Minneapolis, MN 55414