

**HAWAII PUBLIC HOUSING AUTHORITY
NOTICE OF MEETING
BOARD OF DIRECTORS ORIENTATION**

July 7, 2011

9:30 a.m.

**1002 N. School Street, Bldg. E
Honolulu, Hawaii 96817**

AGENDA

(There are no decision making items on this agenda.)

I. CALL TO ORDER / ROLL CALL

II. PUBLIC TESTIMONY

Public testimony on any agenda item shall be taken at this time. Pursuant to section 92-3, Hawaii Revised Statutes, and section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes.

III. TRAINING

A. Board Orientation to cover:

- HPHA Programs and Processes to include:
 - a.) Property Overview (pgs. 001-005)
 - b.) Audit
 - c.) Budget (pgs. 006-045)

- Briefing on Legal Matters relating to the HPHA to include:
 - a.) Duties and obligations
 - b.) KVH Rock Fall
 - c.) Mayor Wright Homes (pgs. 046-099)

Meals will be served to the board members and support staff as an integral part of the board meeting.

If any person required special needs (i.e., large print, taped materials, sign language interpreter, etc.) please call Ms. Deesha Piiohia, Secretary to the Board at (808) 832-4692 by close of business two days prior to the meeting date.

HAWAII PUBLIC HOUSING AUTHORITY
 INVENTORY as of
 June 29, 2011

TAX ID #: 99-0334987

NAME	HPHA NO.	ADDRESS	CITY	ZIP	PHONE NUMBER	TOTAL UNITS	UNIT TYPE					DATE OF INITIAL OCCUPANCY	T.M.K.	
							0	1	2	3	4			5
Asset Management Project 30						363								
Mary Jane Hall-Ramiro - Manager Ph: 483-2550 Fax: 483-2552														
Puuwai Momi	1026	99-132 Kohomua St.	Aiea	96701	483-2550	260	0	48	86	88	38	0	07/15/69	(1) 9-9-003:056
Hale Laulima	1027	1184 Waimano Home Rd.	Pearl City	96782	483-2550	36	0	0	20	16	0	0	03/24/81	(1) 9-7-094:025
Salt Lake	1066	2907 Ala Ilima St.	Honolulu	96818	483-2550	28	0	28	0	0	0	0	06/25/82	Built 1969 (1) 1-1-062:007
Waipahu I	1038	94-111 Pupuole St.	Waipahu	96797	483-2550	19	0	0	13	6	0	0	04/20/70	(1) 9-4-039:019
Waipahu II	1039	94-132 Pupupuhi St.	Waipahu	96797	483-2550	20	0	0	16	4	0	0	01/05/70	(1) 9-4-039:076
Oahu Management Unit 2 (Asset Management Project 31)						547								
Gerald Kita - Manager Ph: 832-3336 Fax: 832-3385														
Kalihi Valley Homes	1005	2250 Kalena Dr.	Honolulu	96819	832-3336	373	0	52	60	123	112	26	08/25/53	(1) 1-3-022:001
Hauiki Homes	2201	Meyers St.	Honolulu	96819	832-3336	46	0	0	20	16	10	0	06/09/64	(1) 1-3-022:003
Puahala Homes I	2202	Ahiahia Pl. & Hala Dr.	Honolulu	96817	832-3336	28	0	0	0	0	14	14	04/19/52	(1) 1-6-009:003
Puahala Homes II	2202	Ahiahia Pl.	Honolulu	96817	832-3336	20	0	0	12	8	0	0	04/19/52	(1) 1-6-009:003
Puahala Homes III	2202	Ahiahia Pl.	Honolulu	96817	832-3336	40	0	10	14	16	0	0	07/15/59	(1) 1-6-009:003
Puahala Homes IV	2202	School St. & Lanakila Ave.	Honolulu	96817	832-3336	40	0	4	32	4	0	0	07/15/59	(1) 1-6-007:068
Asset Management Project 32						364								
Joanna Renken - Manager Ph: 832-3153 Fax: 832-3188														
Mayor Wright Homes	1003	521 N. Kukui St	Honolulu	96817	832-3153	364	0	24	114	168	50	8	10/27/52	(1) 1-7-029:003
Asset Management Project 33						373								
Joanna Renken - Manager Ph: 832-3153 Fax: 832-3188														
Kaahumanu Homes	1009	Alokele & Kaiwiula St	Honolulu	96817	832-3153	152	0	0	116	36	0	0	10/26/58	(1) 1-5-024:001
Kamehameha Homes	1099	1541 Haka Dr.	Honolulu	96817	832-3153	221	0	62	123	36	0	0	08/26/97	(1) 1-5-001:001
Asset Management Project 34						583								
Janice Mizusawa - Manager Ph: 973-0193 Fax: 973-0197														
Kalakaua Homes	1062	1545 Kalakaua Ave.	Honolulu	96826	973-0193	221	0	127	58	36	0	0	12/05/83	(1) 2-3-019:004
Makua Alii (E)	1012	1541 Kalakaua Ave.	Honolulu	96826	973-0193	211	0	210	0	1	0	0	12/06/67	(1) 2-3-019:004
Paoakalani (E)	1036	1583 Kalakaua Ave.	Honolulu	96826	973-0193	151	90	60	0	1	0	0	12/21/70	(1) 2-3-019:004

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							0	1	2	3	4			5
Asset Management Project 35														
Gail Lee - Manager						587								
Ph: 586-9724 Fax: 586-9728														
Punchbowl Homes (E)	1011	730 Captain Cooke Ave.	Honolulu	96813	586-9724	156	0	97	58	1	0	0	12/27/60	(1) 2-1-039:012
Kalanihuia (E)	1024	1220 Aala St.	Honolulu	96817	586-9724	151	60	90	0	1	0	0	01/16/69	(1) 1-7-026:006
Makamae (E)	1046	21 S. Kuakini St.	Honolulu	96813	586-9724	124	108	16	0	0	0	0	06/08/71	(1) 2-2-001:020
Spencer House	1073	1035 Spencer St.	Honolulu	96822	586-9724	17	0	0	1	16	0	0	11/16/86	Built 1968 (1) 2-4-011:039
Pumehana (E)	1047	1212 Kinau St.	Honolulu	96814	586-9724	139	98	40	1	0	0	0	04/04/72	(1) 2-4-016:008
East Hawaii Management Unit 7 (Asset Management Project 37)														
Tammy Passmore - Manager						394								
Ph: 933-0474 Fax: 933-0479														
Lanakila Homes I	1004	600 Wailoa St	Hilo	96720	933-0474	78	0	6	32	32	8	0	02/29/00	64 old units (3) 2-4-028:007
Lanakila Homes II	1013	600 Wailoa St.	Hilo	96720	933-0474	44	0	4	16	18	6	0	02/29/00	(3) 2-4-028:007
Lanakila Homes III	1014	600 Wailoa St.	Hilo	96720	933-0474	20	0	0	0	8	12	0	09/14/62	(3) 2-4-028:007
Lanakila Homes IV	1104	600 Wailoa St.	Hilo	96720	933-0474	48	0	2	18	20	8	0	04/26/05	Replaced ur (3) 2-4-028:007
Hale Aloha O Puna (E)	1051	16-189 Pili Mua St.	Keaau	96749	933-0474	30	18	12	0	0	0	0	11/08/77	(3) 1-6-143:035
Hale Olaloa (E)	1052	144 Kamana St.	Hilo	96720	933-0474	50	30	20	0	0	0	0	07/08/76	(3) 2-4-056:021
Kauhale O'Hanakahi	1097	19 Pamala St.	Hilo	96720	933-0474	20	0	0	0	20	0	0	02/28/97	(3) 2-4-028:007
Lokahi	2206	Lokahi Circle	Hilo	96720	933-0474	30	0	0	14	16	0	0	05/01/62	(3) 2-4-052:020
Pahala (E)	1045	96-1169 Kou St.	Pahala	96777	933-0474	24	16	8	0	0	0	0	06/14/72	(3) 9-6-017:037
Pomaikai Homes (E)	1029	929 Ululani St.	Hilo	96720	933-0474	20	10	10	0	0	0	0	04/06/67	(3) 2-4-025:092
Punahale Homes	1028	Lokahi Pl.	Hilo	96720	933-0474	30	0	0	30	0	0	0	04/01/67	(3) 2-4-052:022
Kauai Management Unit 8 (Asset Management Project 38)														
Vacant - Manager						347								
Ph: 821-4415 Fax: 821-6964 West Ph: 337-7664 Fax 337-7666														
Kapaa	1018	4726 Malu Rd.	Kapaa	96746	821-4415	36	0	6	8	12	10	0	07/19/66	(4) 4-5-015:007, (4) 4
Hale Hoolulu (E)	1019	4264 Ala Muku Pl.	Kilauea	96754	821-4415	12	8	4	0	0	0	0	04/02/74	(4) 5-2-008:056
Hale Nana Kai O Kea (E)	1054	4850 Kawaihau Rd.	Kapaa	96746	821-4415	38	20	18	0	0	0	0	10/15/77	(4) 4-6-014:105
Hui O Hanamaulu	1021	Laukona St.	Hanamaulu	96715	821-4415	46	0	6	12	16	12	0	05/18/66	(4) 3-8-012:030
Kalaheo	1022	Puu Rd.	Kalaheo	96741	821-4415	8	0	0	2	4	2	0	04/03/67	(4) 2-3-012:030
Kawailehua -State	2204	5220 Paanau Rd.	Koloa	96756	821-4415	26	0	6	20	0	0	0	11/23/93	(4) 2-6-004:057
Kekaha Ha'aheo	1064	8238 Iwipolena Rd.	Kekaha	96752	337-7664	78	0	42	12	24	0	0	10/12/82	(4) 1-3-08:020 & (4)
Eleele Homes	1020	Ahe St.	Eleele	96705	337-7664	24	0	2	6	10	6	0	06/17/66	(4) 2-1-001:013 &(4)
Hale Hoonanea (E) (Port A	1055	4401 Waialo Rd.	Eleele	96705	337-7664	40	24	16	0	0	0	0	07/06/76	(4) 2-1-003:017
Home Nani (E)	1023	Moana & Laau Rd.	Waimea	96796	337-7664	14	10	4	0	0	0	0	07/07/70	(4) 1-6-007:031
Kawailehua - Federal	1086	5230 Paanau Rd.	Koloa	96756	337-7664	25	0	0	0	25	0	0	10/15/93	(4) 2-6-004:046

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							0	1	2	3	4			5
Maui/Molokai Management Unit 9 (Asset Management Project 39)						228								
Ione Godsey - Manager						Ph: 243-5001 Fax: 243-5147 (Molokai Ph: 552-2270 Fax: 552-0061)								
Kahekili Terrace [a & b]	1017	2015 Holowai Pl.	Wailuku	96793	243-5001	82	0	12	22	36	12	0	05/01/66	(2) 3-4-033:023
David Malo Circle	1016	Mill St	Lahaina	96761	243-5001	18	0	2	4	10	2	0	06/01/66	(2) 4-6-010:028
Makani Kai Hale	1092	35 Koapaka Ln.	Waiehu	96793	243-5001	25	0	0	0	25	0	0	09/11/95	(2) 3-3-001:031
Piilani Homes (E)	1044	1028 Wainee St.	Lahaina	96761	243-5001	42	32	10	0	0	0	0	08/17/70	(2) 4-5-007:005
Makani Kai Hale II	1097	35 Koapaka Ln.	Waiehu	96793	243-5001	4	0	0	0	4	0	0	05/01/98	(2) 4-6-010:031
Kahale Mua - Federal	1088	P.O. Box 30	Maunaloa	96770	552-2270	25	0	0	0	25	0	0	12/10/93	(2) 5-1-002:026
Kahale Mua - State	2205	Maunaloa, Molokai	Maunaloa	96770	552-2270	32	0	12	20	0	0	0	04/11/92	(2) 5-1-002:028 & (2)
Asset Management Project 40						Realty Laua LLC								
Shareen Dumlao - Manager						Ph: 851-7155 (temp) Fax: 851-7156 (temp)						134		
Kuhio Homes	1007	Ahonui St.	Honolulu	96819	832-6075	134	0	20	32	37	37	8	11/16/53	(1) 1-3-039:003 & (1)
Oahu Management Unit 42						Hawaii Affordable Properties, Inc.								
Venus Katano/Patrick Shimabukuro- Mgrs						Ph: 832-3445 Fax: 832-1795						576		
Hale Po'ai (E)	2401	1001 N. School St.	Honolulu	96817	832-3445	206	80	126	0	0	0	0	06/01/89	(1) 1-6-007:067
La'ioia (E)	2402	1 & 15 Ihoiho Pl.	Wahiawa	96786	622-6350	108	60	48	0	0	0	0	10/01/91	(1) 7-4-022:044 & (1)
Kamalu (E)	2403(a)	94-941 Kau'olu Pl.	Waipahu	96797	675-0099	109	85	24	0	0	0	0	12/01/93	(1) 9-4-017:001
Ho'olulu (E)	2403(b)	94-943 Kau'olu Pl.	Waipahu	96797	675-0099	112	86	26	0	0	0	0	02/02/95	(1) 9-4-017:001
Halia Hale (E)	2404	851 N. School St.	Honolulu	96817	586-7595	41	30	11	0	0	0	0	10/20/95	(1) 1-7-044:094 & (1)
Asset Management Project 43						Hawaii Affordable Properties, Inc.								
Paul Sopoaga - Manager						Ph: 322-1915 Fax: 322-1918						202		
Ka Hale Kahaluu	1061	78-6725 Makolea St.	Kailua-Kona	96740	322-1915	50	0	8	12	22	8	0	08/13/81	(3) 7-8-010:070
Hale Hookipa (E)	1053	81-1038 Nani Kupuna Place	Kealahakua	96750	322-1915	32	20	12	0	0	0	0	06/01/76	(3) 8-1-002:049
Kaimalino	1032	74-5060 Kealakaa St.	Kailua-Kona	96740	322-1915	40	0	10	14	14	2	0	06/28/71	(3) 7-4-017:029
Kealakehe	1070	74-991 Manawale'a St.	Kailua-Kona	96740	322-1915	48	0	16	16	16	0	0	08/28/85	(3) 7-4-017:058
Nani Olu (E)	1063	81-1011 Nani Kupuna Place	Kealahakua	96750	322-1915	32	0	32	0	0	0	0	08/31/81	(3) 8-1-002:048

003

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NAME	HPHA NO.	ADDRESS	CITY	ZIP	PHONE NUMBER	TOTAL UNITS	UNIT TYPE					DATE OF INITIAL OCCUPANCY	T.M.K.	
							0	1	2	3	4			5
Asset Management Project 44						Ewa Pointe Realty								
Veronica Malabey - Manager						Ph:697-7171 Fax: 697-7174						260		
Waimaha-Sunflower	1057	85-186 McArthur St.	Waianae	96792	697-7171	130	0	52	46	32	0	0	07/01/80	Built 1975 (1) 1-8-5-010:029 & (
Kau'iokalani	1091	85-658 Farrington Hwy.	Waianae	96792	697-7171	50	0	0	0	50	0	0	07/26/95	(1) 1-8-5-002:044
Maili I	1033	Maliona St.	Waianae	96792	697-7171	20	0	0	7	13	0	0	01/28/69	(1) 1-8-7-002:011 & (
Maili II	1108	Keliikipi St.	Waianae	96792	697-7171	24	0	0	12	0	12	0	11/12/99	replaced uni (1) 1-8-7-001-001
Nanakuli Homes	1035	Lualei Pl. & Farrington Hwy.	Waianae	96792	697-7171	36	0	0	0	36	0	0	11/24/69	(1) 1-8-7-034:004
Asset Management Project 45						Realty Laua LLC								
Patrick Mauga - Manager						Ph: 233-3766 Fax: 233-3768						226		
Koolau Village	1030	45-1027 Kamau Pl.	Kaneohe	96744	233-3766	80	0	8	24	36	12	0	11/05/69	(1) 4-5-023:008
Hookipa Kahaluu	1072	47-330 Ahuimanu Rd.	Kaneohe	96744	233-3766	56	0	8	32	16	0	0	08/18/83	(1) 4-7-037:016
Kaneohe Apartments	1069	45-507 & 45-513 Pahia Rd.	Kaneohe	96744	233-3766	24	0	5	19	0	0	0	04/19/84	Built 1965 & (1) 4-5-019:026
Kauhale O'hana	1090	41-1260 Kalaniana'ole Hwy.	Waimanalo	96795	233-3766	25	0	0	0	25	0	0	04/06/95	(1) 4-1-009:012
Waimanalo Homes	1025	Humuniki St. & Humuna Pl.	Waimanalo	96795	233-3766	19	0	0	5	11	3	0	05/02/01	replaced uni (1) 4-1-022:112
Waimanalo Homes II	1107	Humuniki St. & Humuna Pl.	Waimanalo	96795	233-3766	22	0	0	14	7	1	0	05/02/01	replaced units built in 1967
North Hawaii Management Unit 46 (Asset Management Project 46)						Hawaii Affordable Properties, Inc.								
Mark Sayers - Manager						Ph: 887-8130 Fax: 887-8132						129		
Noelani II	1078	65-1191 Opelo Rd.	Kamuela	96743	887-8130	24	0	0	0	24	0	0	11/07/88	(3) 6-5-009:025
Hale Hauoli (E)	1031	45-540 Koniaka Pl.	Honokaa	96727	887-8130	40	24	16	0	0	0	0	03/04/70	(3) 4-5-010:078
Ke Kumu 'Ekolu	1097	68-3385 Ke Kumu Pl.	Waikoloa	96738	887-8130	20	0	0	0	20	0	0	02/28/97	(3) 6-8-042:027
Ke Kumu Elua	2207	68-3367 Ke Kumu Pl.	Waikoloa	96738	887-8130	26	0	10	16	0	0	0	10/22/95	(3) 6-8-042:026
Noelani I	1071	65-1189 Opelo Rd.	Kamuela	96743	887-8130	19	0	7	12	0	0	0	04/15/83	(3) 6-5-042:025
Asset Management Project 49						Realty Laua LLC								
Mary Jane Hall-Ramiro - Manager						Ph: 622-6360 Fax: 622-6362						150		
Kauhale Nani	1056	310 North Cane St.	Wahiawa	96786	622-6360	50	0	14	16	20	0	0	07/10/80	(1) 7-4-007:014
Wahiawa Terrace	1015	337 Palm St.	Wahiawa	96786	622-6360	60	0	12	16	24	8	0	10/01/66	(1) 7-1-001:034
Kupuna Home O'Waialua (E)	1050	67-088 Goodale Ave.	Waialua	96791	637-8244	40	24	16	0	0	0	0	02/01/77	(1) 6-7-016:028
Asset Management Project 50						Realty Laua LLC								
Janice Mizusawa - Manager						Ph: 973-0193 Fax: 973-0197						118		
Palolo Valley Homes	1008	2107 Ahe Street	Honolulu	96816	733-9113	118	0	8	34	40	32	4	06/30/57	(1) 3-4-007:007 & (1)

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							0	1	2	3	4			5
Asset Management Project 52														
Stacie Brach - Manager						614								
Kuhio Park Terrace	1010	1475 Linapuni St.	Honolulu	96819	841-0422	614	0	48	318	206	42	0	02/02/65	(1) 1-3-039:001
OTHER PROJECTS						167								
Ke Kumu Ekahi		68-3340 Ke Kumu Pl.	Waikoloa	96738	883-6802	48	0	0	48	0	0	0	11/01/93	Hi Afford (3) 6-8-042:025
Wilikina Apartments	652	730 Wilikina Dr.	Wahiawa	96786	622-6408	119	0	79	40	0	0	0	1976	Realty L: (1) 7-3-009:003

Note:
 1XXX project numbers are Federal Low-Rent Public Housing Sites
 22XX project numbers are State Family Public Housing Sites
 24XX project numbers are State Elders Public Housing Sites

Operating Budget - CONSOLIDATED

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number		
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		Hawaii Public Housing Authority Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	15,995,106
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	16,836,515
706000	HUD PHA Operating Grant-CFP	22,202,820
704000	Other Tenant Charges	225,028
704000	Excess Utilities	9,696
711000	Investment Income	250,612
714000	Fraud Recovery	19,344
715000	Other Income	9,200,388
700000	Total Operating Income	64,739,509
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	6,900,679
915000	Employee Benefits - Administrative	2,898,286
912000	Auditing Fees	206,872
913000	Management Fees	3,245,506
913100	Bookkeeping Fees	575,976
914000	Advertising and Marketing	35,588
916000	Office Expenses	714,847
917000	Legal Expense	111,428
918000	Travel	207,443
919000	Other Administrative Costs	959,904
910000	Total Administrative	15,856,528
920000	Asset Management Fees	757,885
Tenant Services		
921000	Tenant Services - Salaries	23,280
923000	Employee Benefits - Tenant Services	474
922000	Relocation Costs	17,702
924000	Tenant Services-Other	126,643
925000	Total Tenant Services	168,099
Utilities		
931000	Water	2,078,651
932000	Electricity	3,173,102
933000	Gas	1,084,152
934000	Fuel	460,146
936000	Sewer	3,596,484
938000	Other	1,800
930000	Total Utilities	10,394,335
Maintenance		
941000	Labor	4,998,323
945000	Employee Benefits - Maintenance	2,099,296
942000	Maintenance Materials	1,126,979
943002	Garbage and Trash Removal Contracts	988,581
943021-2	Heating & Cooling Contracts	74,291
943014	Elevator Maintenance	152,734
943026	Landscape & Grounds Contracts	61,142
943029	Unit Turnaround Contract	58,496
943018	Electrical Contracts	109,037
943017	Plumbing Contracts	135,272
943006	Extermination Contracts	98,651
943010	Janitorial Contracts	18,472
943025	Routine Maintenance Contracts	170,311
943000	Other Misc. Contract Costs	2,560,662
940000	Total Maintenance	12,652,247
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	1,203,637
953000	Protective Service Other	9,156
950000	Total Protective Services	1,212,793
Insurance		
961100	Property	515,777
961200	General Liability	34,991
961300	Worker's Comp.	235,045
961400	Other Insurance	16,066
961000	Total Insurance Expense	801,878
General Expenses		
962000	Other General Expense	19,670,032
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	42,192
964000	Bad Debt-Tenants	164,028
968000	Severance Expense	24,000
960000	Total General Expenses	19,900,252
969000	Total Operating Expenditures	61,744,017
970000	Net Incom/(Loss)	2,995,492

Hawaii Public Housing Authority
 2012 Budget Submission - by AMPS
 Total Year

	<u>007 HCVF</u>	<u>State Rent Supplement</u>	<u>State Low Rent</u>	<u>30</u>	<u>31</u>	<u>32</u>	<u>33</u>	<u>34</u>	<u>35</u>	<u>37</u>	<u>38</u>	<u>39</u>	<u>40</u>	<u>43</u>	<u>44</u>	<u>45</u>	<u>46</u>	<u>49</u>	<u>50</u>	<u>SUBTOTAL</u>	<u>COCC</u>	<u>TOTAL AGENCY</u>
Revenues	22,230,408	1,349,364	1,153,104	3,103,481	2,953,816	3,110,454	2,348,754	3,663,336	3,717,304	1,793,637	1,993,099	1,200,603	1,392,363	1,397,844	1,958,171	1,249,235	639,142	972,082	922,716	57,148,913	7,590,596	64,739,509
Adjustment:	1,200,790	486,267	(987,240)	(1,357,006)	(1,668,234)	333,885	(513,786)	(383,544)	(571,007)	(1,542,477)	266,882	(167,771)	46,903	(588,548)	(571,915)	(697,951)	(80,927)	13,697	56,089	(6,725,893)	(1,194,283)	(7,920,176)
Depreciation			3,312	1,231,656	2,018,940	375,264	627,288	411,384	759,084	1,548,408	292,776	174,192	23,184	630,336	821,916	781,512				9,699,252	1,216,416	10,915,668
Net Income Before Depreciation	<u>1,200,790</u>	<u>486,267</u>	<u>(983,928)</u>	<u>(125,350)</u>	<u>350,706</u>	<u>709,149</u>	<u>113,502</u>	<u>27,840</u>	<u>188,077</u>	<u>5,931</u>	<u>559,658</u>	<u>6,421</u>	<u>70,087</u>	<u>41,788</u>	<u>250,001</u>	<u>83,561</u>	<u>(80,927)</u>	<u>13,697</u>	<u>56,089</u>	<u>2,973,359</u>	<u>22,133</u>	<u>2,995,492</u>

007

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 30	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 30 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	3,103,481
Operating Expenditures:		
910000	Total Administrative	565,551
920000	Asset Management Fees	42,912
925000	Total Tenant Services	24,226
930000	Total Utilities	1,177,498
940000	Total Maintenance	1,090,286
950000	Total Protective Services	270,384
961000	Total Insurance Expense	57,974
960000	Total General Expenses	-
969000	Total Operating Expenditures	3,228,831
970000	Net Incom/(Loss)	(125,350)
	Total Other Financial Items	1,231,656
10000	Net Cash Flow	(1,357,006)

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 30
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 30 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	1,677,780
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,093,289
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	54,960
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	277,432
700000	Total Operating Income	3,103,481
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	179,654
915000	Employee Benefits - Administrative	75,455
912000	Auditing Fees	5,114
913000	Management Fees	245,712
913100	Bookkeeping Fees	31,776
914000	Advertising and Marketing	-
916000	Office Expenses	23,928
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	3,912
910000	Total Administrative	565,551
920000	Asset Management Fees	42,912
Tenant Services		
921000	Tenant Services - Salaries	22,152
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	2,074
925000	Total Tenant Services	24,226
Utilities		
931000	Water	125,124
932000	Electricity	725,014
933000	Gas	23,028
934000	Fuel	-
936000	Sewer	304,332
938000	Other	-
930000	Total Utilities	1,177,498
Maintenance		
941000	Labor	607,188
945000	Employee Benefits - Maintenance	255,019
942000	Maintenance Materials	60,032
943002	Garbage and Trash Removal Contracts	75,000
943021-2	Heating & Cooling Contracts	6,396
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	25,332
943017	Plumbing Contracts	8,448
943006	Extermination Contracts	3,024
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	49,847
940000	Total Maintenance	1,090,286
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	270,384
953000	Protective Service Other	-
950000	Total Protective Services	270,384
Insurance		
961100	Property	35,855
961200	General Liability	3,563
961300	Worker's Comp.	16,579
961400	Other Insurance	1,978
961000	Total Insurance Expense	57,974
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-
969000	Total Operating Expenditures	3,228,831
970000	Net Incom/(Loss)	(125,350)

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 31	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 31 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	2,953,816
Operating Expenditures:		
910000	Total Administrative	482,052
920000	Asset Management Fees	44,760
925000	Total Tenant Services	2,074
930000	Total Utilities	604,356
940000	Total Maintenance	826,098
950000	Total Protective Services	434,400
961000	Total Insurance Expense	55,218
960000	Total General Expenses	154,152
969000	Total Operating Expenditures	2,603,110
970000	Net Incom/(Loss)	350,706
	Total Other Financial Items	2,018,940
10000	Net Cash Flow	(1,668,234)

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 31
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 31 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	1,080,420
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,430,116
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	-
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	443,280
700000	Total Operating Income	2,953,816

Operating Expenditures:		
Administrative		
911000	Administrative Salaries	143,575
915000	Employee Benefits - Administrative	60,302
912000	Auditing Fees	5,115
913000	Management Fees	225,456
913100	Bookkeeping Fees	29,148
914000	Advertising and Marketing	-
916000	Office Expenses	18,456
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	-
910000	Total Administrative	482,052
920000	Asset Management Fees	44,760
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	2,074
925000	Total Tenant Services	2,074
Utilities		
931000	Water	214,068
932000	Electricity	80,280
933000	Gas	-
934000	Fuel	-
936000	Sewer	310,008
938000	Other	-
930000	Total Utilities	604,356
Maintenance		
941000	Labor	456,951
945000	Employee Benefits - Maintenance	191,919
942000	Maintenance Materials	27,936
943002	Garbage and Trash Removal Contracts	146,292
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	-
943017	Plumbing Contracts	-
943006	Extermination Contracts	-
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	3,000
940000	Total Maintenance	826,098
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	434,400
953000	Protective Service Other	-
950000	Total Protective Services	434,400
Insurance		
961100	Property	36,842
961200	General Liability	2,615
961300	Worker's Comp.	14,935
961400	Other Insurance	826
961000	Total Insurance Expense	55,218
General Expenses		
962000	Other General Expense	28,236
962100	Compensated Absences	-
963000	Payments in Lieu of Taxes	-
964000	Bad Debt-Tenants	125,916
968000	Severance Expense	-
960000	Total General Expenses	154,152
969000	Total Operating Expenditures	2,603,110
970000	Net Incom/(Loss)	350,706

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 32
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 32
		Total FY 2012
		Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	3,110,454
Operating Expenditures:		
910000	Total Administrative	498,625
920000	Asset Management Fees	43,680
925000	Total Tenant Services	4,474
930000	Total Utilities	855,888
940000	Total Maintenance	853,801
950000	Total Protective Services	73,833
961000	Total Insurance Expense	46,008
960000	Total General Expenses	24,996
969000	Total Operating Expenditures	2,401,305
970000	Net Incom/(Loss)	709,149
	Total Other Financial Items	441,264
10000	Net Cash Flow	267,885

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 32	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 32 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	1,267,008
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,729,425
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	39,768
704000	Excess Utilities	-
711000	Investment Income	120
714000	Fraud Recovery	-
715000	Other Income	74,133
700000	Total Operating Income	3,110,454

Operating Expenditures:		
Administrative		
911000	Administrative Salaries	110,928
915000	Employee Benefits - Administrative	46,590
912000	Auditing Fees	5,115
913000	Management Fees	247,812
913100	Bookkeeping Fees	32,040
914000	Advertising and Marketing	-
916000	Office Expenses	48,876
917000	Legal Expense	200
918000	Travel	100
919000	Other Administrative Costs	6,964
910000	Total Administrative	498,625
920000	Asset Management Fees	43,680

Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	4,474
925000	Total Tenant Services	4,474

Utilities		
931000	Water	241,212
932000	Electricity	85,104
933000	Gas	148,248
934000	Fuel	-
936000	Sewer	381,324
938000	Other	-
930000	Total Utilities	855,888

Maintenance		
941000	Labor	452,508
945000	Employee Benefits - Maintenance	190,053
942000	Maintenance Materials	54,012
943002	Garbage and Trash Removal Contracts	-
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	145,492
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	-
943017	Plumbing Contracts	-
943006	Extermination Contracts	-
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	11,736
940000	Total Maintenance	853,801

Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	73,833
953000	Protective Service Other	-
950000	Total Protective Services	73,833

Insurance		
961100	Property	35,952
961200	General Liability	2,442
961300	Worker's Comp.	7,019
961400	Other Insurance	595
961000	Total Insurance Expense	46,008

General Expenses		
962000	Other General Expense	24,996
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	24,996

969000	Total Operating Expenditures	2,401,305
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970000	Net Incom/(Loss)	709,149
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Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 33	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)	0	
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 33 Total FY 2012 Budget
Operating Income:		
700000	Total Operating Income	2,348,754
Operating Expenditures:		
910000	Total Administrative	471,466
920000	Asset Management Fees	57,252
925000	Total Tenant Services	5,074
930000	Total Utilities	773,424
940000	Total Maintenance	872,359
950000	Total Protective Services	-
961000	Total Insurance Expense	55,676
960000	Total General Expenses	-
969000	Total Operating Expenditures	2,235,251
970000	Net Incom/(Loss)	113,502
	Total Other Financial Items	628,404
10000	Net Cash Flow	(514,902)

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number	AMP 33	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)	0	
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 33 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	1,115,796
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,232,622
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	-
704000	Excess Utilities	-
711000	Investment Income	60
714000	Fraud Recovery	-
715000	Other Income	276
700000	Total Operating Income	2,348,754

Operating Expenditures:		
Administrative		
911000	Administrative Salaries	115,476
915000	Employee Benefits - Administrative	48,500
912000	Auditing Fees	5,114
913000	Management Fees	257,544
913100	Bookkeeping Fees	33,300
914000	Advertising and Marketing	-
916000	Office Expenses	7,128
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	4,404
910000	Total Administrative	471,466
920000	Asset Management Fees	57,252
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	5,074
925000	Total Tenant Services	5,074
Utilities		
931000	Water	213,348
932000	Electricity	33,492
933000	Gas	119,004
934000	Fuel	-
936000	Sewer	407,580
938000	Other	-
930000	Total Utilities	773,424
Maintenance		
941000	Labor	472,008
945000	Employee Benefits - Maintenance	198,243
942000	Maintenance Materials	38,844
943002	Garbage and Trash Removal Contracts	-
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	-
943017	Plumbing Contracts	-
943006	Extermination Contracts	-
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	163,264
940000	Total Maintenance	872,359
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-
Insurance		
961100	Property	36,842
961200	General Liability	2,543
961300	Worker's Comp.	15,672
961400	Other Insurance	620
961000	Total Insurance Expense	55,676
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-
969000	Total Operating Expenditures	2,235,251
970000	Net Incom/(Loss)	113,502

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 34	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 34 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	3,663,336
Operating Expenditures:		
910000	Total Administrative	970,383
920000	Asset Management Fees	69,960
925000	Total Tenant Services	6,208
930000	Total Utilities	1,164,828
940000	Total Maintenance	1,246,971
950000	Total Protective Services	94,588
961000	Total Insurance Expense	81,058
960000	Total General Expenses	1,500
969000	Total Operating Expenditures	3,635,496
970000	Net Incom/(Loss)	27,840
	Total Other Financial Items	411,384
10000	Net Cash Flow	(383,544)

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 34	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 34 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	1,572,636
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,920,404
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	22,200
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	148,096
700000	Total Operating Income	3,663,336

Operating Expenditures:		
Administrative		
911000	Administrative Salaries	331,164
915000	Employee Benefits - Administrative	139,089
912000	Auditing Fees	5,115
913000	Management Fees	392,568
913100	Bookkeeping Fees	50,748
914000	Advertising and Marketing	-
916000	Office Expenses	38,247
917000	Legal Expense	7,316
918000	Travel	-
919000	Other Administrative Costs	6,136
910000	Total Administrative	970,383
920000	Asset Management Fees	69,960
Tenant Services		
921000	Tenant Services - Salaries	1,128
923000	Employee Benefits - Tenant Services	474
922000	Relocation Costs	-
924000	Tenant Services-Other	4,606
925000	Total Tenant Services	6,208
Utilities		
931000	Water	139,656
932000	Electricity	477,132
933000	Gas	113,532
934000	Fuel	-
936000	Sewer	434,508
938000	Other	-
930000	Total Utilities	1,164,828
Maintenance		
941000	Labor	538,812
945000	Employee Benefits - Maintenance	226,301
942000	Maintenance Materials	166,045
943002	Garbage and Trash Removal Contracts	61,612
943021-2	Heating & Cooling Contracts	41,490
943014	Elevator Maintenance	3,750
943026	Landscape & Grounds Contracts	2,000
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	29,775
943017	Plumbing Contracts	42,000
943006	Extermination Contracts	15,824
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	117,968
943000	Other Misc. Contract Costs	1,394
940000	Total Maintenance	1,246,971
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	94,588
953000	Protective Service Other	-
950000	Total Protective Services	94,588
Insurance		
961100	Property	57,583
961200	General Liability	3,279
961300	Worker's Comp.	19,590
961400	Other Insurance	606
961000	Total Insurance Expense	81,058
General Expenses		
962000	Other General Expense	1,500
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	1,500
969000	Total Operating Expenditures	3,635,496
970000	Net Incom/(Loss)	27,840

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 35	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 35 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	3,717,304
Operating Expenditures:		
910000	Total Administrative	723,433
920000	Asset Management Fees	70,440
925000	Total Tenant Services	32,818
930000	Total Utilities	1,288,836
940000	Total Maintenance	1,051,248
950000	Total Protective Services	256,812
961000	Total Insurance Expense	81,641
960000	Total General Expenses	24,000
969000	Total Operating Expenditures	3,529,228
970000	Net Incom/(Loss)	188,077
	Total Other Financial Items	759,084
10000	Net Cash Flow	(571,007)

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 35	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 35 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	1,671,228
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,969,456
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	756
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	75,864
700000	Total Operating Income	3,717,304

Operating Expenditures:		
Administrative		
911000	Administrative Salaries	167,880
915000	Employee Benefits - Administrative	70,510
912000	Auditing Fees	5,115
913000	Management Fees	390,444
913100	Bookkeeping Fees	50,484
914000	Advertising and Marketing	-
916000	Office Expenses	27,528
917000	Legal Expense	7,092
918000	Travel	-
919000	Other Administrative Costs	4,380
910000	Total Administrative	723,433
920000	Asset Management Fees	70,440
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	32,818
925000	Total Tenant Services	32,818
Utilities		
931000	Water	135,360
932000	Electricity	466,920
933000	Gas	4,716
934000	Fuel	249,672
936000	Sewer	432,168
938000	Other	-
930000	Total Utilities	1,288,836
Maintenance		
941000	Labor	536,280
945000	Employee Benefits - Maintenance	225,238
942000	Maintenance Materials	84,444
943002	Garbage and Trash Removal Contracts	39,564
943021-2	Heating & Cooling Contracts	7,200
943014	Elevator Maintenance	3,492
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	-
943017	Plumbing Contracts	1,860
943006	Extermination Contracts	31,200
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	121,970
940000	Total Maintenance	1,051,248
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	248,616
953000	Protective Service Other	8,196
950000	Total Protective Services	256,812
Insurance		
961100	Property	57,977
961200	General Liability	3,561
961300	Worker's Comp.	19,192
961400	Other Insurance	911
961000	Total Insurance Expense	81,641
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	24,000
968000	Severance Expense	-
960000	Total General Expenses	24,000
969000	Total Operating Expenditures	3,529,228
970000	Net Incom/(Loss)	188,077

NO AMP 36

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 37	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 37 Total FY 2012 Budget
Operating Income:		
700000	Total Operating Income	1,793,637
Operating Expenditures:		
910000	Total Administrative	694,066
920000	Asset Management Fees	47,520
925000	Total Tenant Services	19,605
930000	Total Utilities	341,997
940000	Total Maintenance	633,425
950000	Total Protective Services	-
961000	Total Insurance Expense	51,092
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,787,706
970000	Net Incom/(Loss)	5,931
	Total Other Financial Items	1,548,408
10000	Net Cash Flow	(1,542,477)

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 37
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 37 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	809,030
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	887,696
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	32,607
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	64,304
700000	Total Operating Income	1,793,637
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	327,348
915000	Employee Benefits - Administrative	137,486
912000	Auditing Fees	5,115
913000	Management Fees	183,024
913100	Bookkeeping Fees	32,208
914000	Advertising and Marketing	-
916000	Office Expenses	2,247
917000	Legal Expense	2,754
918000	Travel	3,499
919000	Other Administrative Costs	385
910000	Total Administrative	694,066
920000	Asset Management Fees	47,520
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	2,002
924000	Tenant Services-Other	17,603
925000	Total Tenant Services	19,605
Utilities		
931000	Water	85,000
932000	Electricity	139,999
933000	Gas	37,000
934000	Fuel	14,998
936000	Sewer	65,000
938000	Other	-
930000	Total Utilities	341,997
Maintenance		
941000	Labor	276,252
945000	Employee Benefits - Maintenance	116,026
942000	Maintenance Materials	85,008
943002	Garbage and Trash Removal Contracts	100,000
943021-2	Heating & Cooling Contracts	4,945
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	8,626
943029	Unit Turnaround Contract	20,000
943018	Electrical Contracts	2,299
943017	Plumbing Contracts	1,485
943006	Extermination Contracts	1,727
943010	Janitorial Contracts	1,727
943025	Routine Maintenance Contracts	10,000
943000	Other Misc. Contract Costs	5,330
940000	Total Maintenance	633,425
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-
Insurance		
961100	Property	39,116
961200	General Liability	2,252
961300	Worker's Comp.	8,453
961400	Other Insurance	1,272
961000	Total Insurance Expense	51,092
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,787,706
970000	Net Incom/(Loss)	5,931

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 38	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 38 Total FY 2012 Budget
Operating Income:		
700000	Total Operating Income	1,993,099
Operating Expenditures:		
910000	Total Administrative	513,171
920000	Asset Management Fees	38,520
925000	Total Tenant Services	2,074
930000	Total Utilities	361,373
940000	Total Maintenance	477,677
950000	Total Protective Services	-
961000	Total Insurance Expense	40,265
960000	Total General Expenses	360
969000	Total Operating Expenditures	1,433,441
970000	Net Incom/(Loss)	559,658
	Total Other Financial Items	292,776
10000	Net Cash Flow	266,882

Operating Budget

PHA Name	Hawaii Public Housing Authority
Address	1002 North School Street
City, State	Honolulu, Hawaii 96817
AMP Project Number	AMP 38
Fiscal Year Ending	6/30/2012
ACC Units	
Unit Months Available (UMAs)	
Built Date	
Date of Last Renovation	
Occupancy Type (family, senior, mixed)	
Type of Budget (Original, Revision #)	
Building Type (high-rise, garden, etc.)	

FDS Line #	Account Title	AMP 38 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	541,512
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,435,807
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	7,476
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	8,304
700000	Total Operating Income	1,993,099

Operating Expenditures:

Administrative		
911000	Administrative Salaries	172,572
915000	Employee Benefits - Administrative	72,480
912000	Auditing Fees	5,115
913000	Management Fees	210,132
913100	Bookkeeping Fees	27,156
914000	Advertising and Marketing	-
916000	Office Expenses	15,192
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	10,524
910000	Total Administrative	513,171

920000	Asset Management Fees	38,520
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Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	2,074
925000	Total Tenant Services	2,074

Utilities		
931000	Water	119,148
932000	Electricity	105,845
933000	Gas	73,332
934000	Fuel	-
936000	Sewer	63,048
938000	Other	-
930000	Total Utilities	361,373

Maintenance		
941000	Labor	260,184
945000	Employee Benefits - Maintenance	109,277
942000	Maintenance Materials	79,776
943002	Garbage and Trash Removal Contracts	3,948
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	7,608
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	-
943017	Plumbing Contracts	2,568
943006	Extermination Contracts	-
943010	Janitorial Contracts	1,884
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	12,432
940000	Total Maintenance	477,677

Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-

Insurance		
961100	Property	31,707
961200	General Liability	2,550
961300	Worker's Comp.	5,368
961400	Other Insurance	641
961000	Total Insurance Expense	40,265

General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments in Lieu of Taxes	-
964000	Bad Debt-Tenants	360
968000	Severance Expense	-
960000	Total General Expenses	360

969000	Total Operating Expenditures	1,433,441
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970000	Net Incom/(Loss)	559,658
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Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 39	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 39 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	1,200,603
Operating Expenditures:		
910000	Total Administrative	355,408
920000	Asset Management Fees	-
925000	Total Tenant Services	3,142
930000	Total Utilities	414,676
940000	Total Maintenance	393,851
950000	Total Protective Services	-
961000	Total Insurance Expense	27,105
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,194,182
970000	Net Incom/(Loss)	6,421
	Total Other Financial Items	174,192
10000	Net Cash Flow	(167,771)

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address City, State		1002 North School Street Honolulu, Hawaii 96817
AMP Project Number		AMP 39
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 39 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	660,000
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	535,623
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	-
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	4,980
700000	Total Operating Income	1,200,603
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	142,404
915000	Employee Benefits - Administrative	59,810
912000	Auditing Fees	5,114
913000	Management Fees	94,680
913100	Bookkeeping Fees	12,252
914000	Advertising and Marketing	-
916000	Office Expenses	28,476
917000	Legal Expense	4,872
918000	Travel	5,472
919000	Other Administrative Costs	2,328
910000	Total Administrative	355,408
920000	Asset Management Fees	-
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	3,142
925000	Total Tenant Services	3,142
Utilities		
931000	Water	60,000
932000	Electricity	215,000
933000	Gas	50,000
934000	Fuel	-
936000	Sewer	89,676
938000	Other	-
930000	Total Utilities	414,676
Maintenance		
941000	Labor	187,112
945000	Employee Benefits - Maintenance	78,587
942000	Maintenance Materials	53,000
943002	Garbage and Trash Removal Contracts	44,988
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	11,000
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	10,404
943017	Plumbing Contracts	8,760
943006	Extermination Contracts	-
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	-
940000	Total Maintenance	393,851
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-
Insurance		
961100	Property	19,358
961200	General Liability	1,880
961300	Worker's Comp.	4,955
961400	Other Insurance	913
961000	Total Insurance Expense	27,105
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,194,182
970000	Net Incom/(Loss)	6,421

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 40	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 40 Total FY 2012 Budget
Operating Income:		
700000	Total Operating Income	1,392,363
Operating Expenditures:		
910000	Total Administrative	192,564
920000	Asset Management Fees	20,400
925000	Total Tenant Services	2,074
930000	Total Utilities	491,972
940000	Total Maintenance	486,768
950000	Total Protective Services	75,000
961000	Total Insurance Expense	53,498
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,322,276
970000	Net Incom/(Loss)	70,087
	Total Other Financial Items	23,184
10000	Net Cash Flow	46,903

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 40
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 40 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	765,000
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	610,000
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	3,624
704000	Excess Utilities	624
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	13,115
700000	Total Operating Income	1,392,363
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	-
915000	Employee Benefits - Administrative	-
912000	Auditing Fees	4,668
913000	Management Fees	70,512
913100	Bookkeeping Fees	15,300
914000	Advertising and Marketing	-
916000	Office Expenses	2,908
917000	Legal Expense	2,000
918000	Travel	-
919000	Other Administrative Costs	97,176
910000	Total Administrative	192,584
920000	Asset Management Fees	20,400
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	2,074
925000	Total Tenant Services	2,074
Utilities		
931000	Water	100,000
932000	Electricity	7,000
933000	Gas	180,000
934000	Fuel	-
936000	Sewer	204,972
938000	Other	-
930000	Total Utilities	491,972
Maintenance		
941000	Labor	-
945000	Employee Benefits - Maintenance	-
942000	Maintenance Materials	29,076
943002	Garbage and Trash Removal Contracts	73,668
943021-2	Heating & Cooling Contracts	300
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	6,180
943017	Plumbing Contracts	3,528
943006	Extermination Contracts	360
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	1,068
943000	Other Misc. Contract Costs	372,588
940000	Total Maintenance	486,768
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	75,000
953000	Protective Service Other	-
950000	Total Protective Services	75,000
Insurance		
961100	Property	25,356
961200	General Liability	-
961300	Worker's Comp.	28,116
961400	Other Insurance	26
961000	Total Insurance Expense	53,498
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,322,276
970000	Net Income/(Loss)	70,087

NO AMP 41

NO MU 42

STATE ONLY

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 43
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 43 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	1,397,844
Operating Expenditures:		
910000	Total Administrative	361,783
920000	Asset Management Fees	130,104
925000	Total Tenant Services	2,074
930000	Total Utilities	300,000
940000	Total Maintenance	549,269
950000	Total Protective Services	-
961000	Total Insurance Expense	12,826
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,356,056
970000	Net Incom/(Loss)	41,788
	Total Other Financial Items	630,336
10000	Net Cash Flow	(588,548)

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 43	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 43 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	603,941
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	784,267
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	1,457
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	8,179
700000	Total Operating Income	1,397,844

Operating Expenditures:		
Administrative		
911000	Administrative Salaries	-
915000	Employee Benefits - Administrative	-
912000	Auditing Fees	5,114
913000	Management Fees	136,356
913100	Bookkeeping Fees	17,640
914000	Advertising and Marketing	-
916000	Office Expenses	26,905
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	175,768
910000	Total Administrative	361,783

920000	Asset Management Fees	130,104
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Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	2,074
925000	Total Tenant Services	2,074

Utilities		
931000	Water	80,000
932000	Electricity	150,000
933000	Gas	30,000
934000	Fuel	-
936000	Sewer	40,000
938000	Other	-
930000	Total Utilities	300,000

Maintenance		
941000	Labor	-
945000	Employee Benefits - Maintenance	-
942000	Maintenance Materials	66,855
943002	Garbage and Trash Removal Contracts	75,000
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	2,000
943017	Plumbing Contracts	12,204
943006	Extermination Contracts	10,000
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	383,210
940000	Total Maintenance	549,269

Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-

Insurance		
961100	Property	12,826
961200	General Liability	-
961300	Worker's Comp.	-
961400	Other Insurance	-
961000	Total Insurance Expense	12,826

General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-

969000	Total Operating Expenditures	1,356,056
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970000	Net Income/(Loss)	41,788
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Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 44	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 44 Total FY 2012 Budget
Operating Income:		
700000	Total Operating Income	1,958,171
Operating Expenditures:		
910000	Total Administrative	315,178
920000	Asset Management Fees	31,200
925000	Total Tenant Services	2,074
930000	Total Utilities	603,262
940000	Total Maintenance	667,813
950000	Total Protective Services	-
961000	Total Insurance Expense	46,451
960000	Total General Expenses	42,192
969000	Total Operating Expenditures	1,708,170
970000	Net Incom/(Loss)	250,001
	Total Other Financial Items	821,916
10000	Net Cash Flow	(571,915)

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 44	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
	AMP 44	
	Total FY 2012	
	Budget	
FDS Line #	Account Title	
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	722,940
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	1,223,268
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	-
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	11,963
700000	Total Operating Income	1,958,171
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	-
915000	Employee Benefits - Administrative	-
912000	Auditing Fees	5,114
913000	Management Fees	104,340
913100	Bookkeeping Fees	19,596
914000	Advertising and Marketing	-
916000	Office Expenses	15,336
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	170,792
910000	Total Administrative	315,178
920000	Asset Management Fees	31,200
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	2,074
925000	Total Tenant Services	2,074
Utilities		
931000	Water	104,182
932000	Electricity	89,424
933000	Gas	41,004
934000	Fuel	193,104
936000	Sewer	175,548
938000	Other	-
930000	Total Utilities	603,262
Maintenance		
941000	Labor	-
945000	Employee Benefits - Maintenance	-
942000	Maintenance Materials	64,500
943002	Garbage and Trash Removal Contracts	85,056
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	9,576
943029	Unit Turnaround Contract	29,928
943018	Electrical Contracts	13,032
943017	Plumbing Contracts	13,032
943006	Extermination Contracts	4,992
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	447,697
940000	Total Maintenance	667,813
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-
Insurance		
961100	Property	32,807
961200	General Liability	-
961300	Worker's Comp.	13,644
961400	Other Insurance	-
961000	Total Insurance Expense	46,451
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	42,192
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	42,192
969000	Total Operating Expenditures	1,708,170
970000	Net Incom/(Loss)	250,001

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 45	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 45 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	1,249,235
Operating Expenditures:		
910000	Total Administrative	325,643
920000	Asset Management Fees	27,120
925000	Total Tenant Services	2,074
930000	Total Utilities	326,895
940000	Total Maintenance	462,089
950000	Total Protective Services	-
961000	Total Insurance Expense	21,853
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,165,675
970000	Net Incom/(Loss)	83,561
	Total Other Financial Items	789,034
10000	Net Cash Flow	(705,473)

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 45	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 45 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	808,384
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	409,745
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	14,292
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	16,814
700000	Total Operating Income	1,249,235
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	-
915000	Employee Benefits - Administrative	-
912000	Auditing Fees	4,938
913000	Management Fees	57,562
913100	Bookkeeping Fees	20,220
914000	Advertising and Marketing	-
916000	Office Expenses	75,103
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	167,820
910000	Total Administrative	325,643
920000	Asset Management Fees	27,120
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	2,074
925000	Total Tenant Services	2,074
Utilities		
931000	Water	95,025
932000	Electricity	42,234
933000	Gas	19,636
934000	Fuel	-
936000	Sewer	170,000
938000	Other	-
930000	Total Utilities	326,895
Maintenance		
941000	Labor	-
945000	Employee Benefits - Maintenance	-
942000	Maintenance Materials	61,502
943002	Garbage and Trash Removal Contracts	81,533
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	-
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	2,499
943017	Plumbing Contracts	2,499
943006	Extermination Contracts	11,300
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	302,756
940000	Total Maintenance	462,089
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-
Insurance		
961100	Property	-
961200	General Liability	3,420
961300	Worker's Comp.	14,473
961400	Other Insurance	3,960
961000	Total Insurance Expense	21,853
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments in Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-
969000	Total Operating Expenditures	1,165,675
970000	Net Incom/(Loss)	83,561

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 46	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 46 Total FY 2012 Budget
Operating Income:		
700000	Total Operating Income	639,142
Operating Expenditures:		
910000	Total Administrative	219,991
920000	Asset Management Fees	66,600
925000	Total Tenant Services	3,198
930000	Total Utilities	158,910
940000	Total Maintenance	253,290
950000	Total Protective Services	-
961000	Total Insurance Expense	10,328
960000	Total General Expenses	7,752
969000	Total Operating Expenditures	720,069
970000	Net Incom/(Loss)	(80,927)
	Total Other Financial Items	19,200
10000	Net Cash Flow	(100,127)

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 46
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 46 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	235,171
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	378,891
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	16,848
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	8,232
700000	Total Operating Income	638,142
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	-
915000	Employee Benefits - Administrative	-
912000	Auditing Fees	5,115
913000	Management Fees	58,920
913100	Bookkeeping Fees	7,620
914000	Advertising and Marketing	-
916000	Office Expenses	6,780
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	141,556
910000	Total Administrative	219,991
920000	Asset Management Fees	66,600
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	700
924000	Tenant Services-Other	2,498
925000	Total Tenant Services	3,198
Utilities		
931000	Water	40,000
932000	Electricity	64,338
933000	Gas	32,000
934000	Fuel	1,772
936000	Sewer	19,000
938000	Other	1,800
930000	Total Utilities	158,910
Maintenance		
941000	Labor	-
945000	Employee Benefits - Maintenance	-
942000	Maintenance Materials	30,000
943002	Garbage and Trash Removal Contracts	10,000
943021-2	Heating & Cooling Contracts	4,970
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	5,644
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	636
943017	Plumbing Contracts	14,232
943006	Extermination Contracts	3,000
943010	Janitorial Contracts	912
943025	Routine Maintenance Contracts	12,000
943000	Other Misc. Contract Costs	171,896
940000	Total Maintenance	253,290
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-
Insurance		
961100	Property	10,176
961200	General Liability	-
961300	Worker's Comp.	-
961400	Other Insurance	152
961000	Total Insurance Expense	10,328
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	7,752
968000	Severance Expense	-
960000	Total General Expenses	7,752
969000	Total Operating Expenditures	720,069
970000	Net Income/(Loss)	(80,927)

NO AMP 47

NO AMP 48

Operating Budget

PHA Name	Hawaii Public Housing Authority
Address	1002 North School Street
City, State	Honolulu, Hawaii 96817
AMP Project Number	AMP 49
Fiscal Year Ending	6/30/2020

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 49
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 49 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
700000	Total Operating Income	972,082
Operating Expenditures:		
910000	Total Administrative	226,561
920000	Asset Management Fees	18,000
925000	Total Tenant Services	3,082
930000	Total Utilities	338,688
940000	Total Maintenance	357,238
950000	Total Protective Services	-
961000	Total Insurance Expense	14,816
960000	Total General Expenses	-
969000	Total Operating Expenditures	958,385
970000	Net Incom/(Loss)	13,697
	Total Other Financial Items	-
10000	Net Cash Flow	13,697

Operating Budget

PHA Name		Hawaii Public Housing Authority
Address		1002 North School Street
City, State		Honolulu, Hawaii 96817
AMP Project Number		AMP 49
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
		AMP 49 Total FY 2012 Budget
FDS Line #	Account Title	
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	423,756
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	524,650
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	15,648
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	8,028
700000	Total Operating Income	972,082
Operating Expenditures:		
Administrative		
911000	Administrative Salaries	80,280
915000	Employee Benefits - Administrative	33,718
912000	Auditing Fees	5,115
913000	Management Fees	86,316
913100	Bookkeeping Fees	11,160
914000	Advertising and Marketing	-
916000	Office Expenses	8,964
917000	Legal Expense	-
918000	Travel	-
919000	Other Administrative Costs	1,008
910000	Total Administrative	226,561
920000	Asset Management Fees	18,000
Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	-
924000	Tenant Services-Other	3,082
925000	Total Tenant Services	3,082
Utilities		
931000	Water	40,512
932000	Electricity	148,572
933000	Gas	41,880
934000	Fuel	-
936000	Sewer	107,724
938000	Other	-
930000	Total Utilities	338,688
Maintenance		
941000	Labor	108,996
945000	Employee Benefits - Maintenance	45,778
942000	Maintenance Materials	82,044
943002	Garbage and Trash Removal Contracts	37,044
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	9,792
943029	Unit Turnaround Contract	8,568
943018	Electrical Contracts	2,196
943017	Plumbing Contracts	8,004
943006	Extermination Contracts	5,100
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	-
943000	Other Misc. Contract Costs	49,716
940000	Total Maintenance	357,238
Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-
Insurance		
961100	Property	14,816
961200	General Liability	-
961300	Worker's Comp.	-
961400	Other Insurance	-
961000	Total Insurance Expense	14,816
General Expenses		
962000	Other General Expense	-
962100	Compensated Absences	-
963000	Payments in Lieu of Taxes	-
964000	Bad Debt-Tenants	-
968000	Severance Expense	-
960000	Total General Expenses	-
969000	Total Operating Expenditures	958,385
970000	Net Incom/(Loss)	13,697

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number	AMP 50	
Fiscal Year Ending	6/30/2012	
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		
FDS Line #	Account Title	AMP 50 Total FY 2012 Budget
Operating Income:		
700000	Total Operating Income	922,716
Operating Expenditures:		
910000	Total Administrative	206,573
920000	Asset Management Fees	14,160
925000	Total Tenant Services	19,606
930000	Total Utilities	234,492
940000	Total Maintenance	367,314
950000	Total Protective Services	-
961000	Total Insurance Expense	17,482
960000	Total General Expenses	7,000
969000	Total Operating Expenditures	866,627
970000	Net Incom/(Loss)	56,089
	Total Other Financial Items	37,000
10000	Net Cash Flow	19,089

Operating Budget

PHA Name	Hawaii Public Housing Authority	
Address	1002 North School Street	
City, State	Honolulu, Hawaii 96817	
AMP Project Number		AMP 50
Fiscal Year Ending		6/30/2012
ACC Units		
Unit Months Available (UMAs)		
Built Date		
Date of Last Renovation		
Occupancy Type (family, senior, mixed)		
Type of Budget (Original, Revision #)		
Building Type (high-rise, garden, etc.)		

FDS Line #	Account Title	AMP 50 Total FY 2012 Budget
Operating Income:		
11220	Gross Potential Rent	
11230	Less: Vacancy Loss Rent	
703000	Net Tenant Rental Revenue	245,220
11240	Gross Potential Subsidy	
11260	Less: Subsidy Loss - Vacancy	
11250	Less: Subsidy Loss - Proration	
706000	Net Operating Subsidy	671,256
706000	HUD PHA Operating Grant-CFP	-
704000	Other Tenant Charges	6,156
704000	Excess Utilities	-
711000	Investment Income	-
714000	Fraud Recovery	-
715000	Other Income	84
700000	Total Operating Income	922,716

Operating Expenditures:		
Administrative		
911000	Administrative Salaries	71,808
915000	Employee Benefits - Administrative	30,159
912000	Auditing Fees	5,115
913000	Management Fees	78,564
913100	Bookkeeping Fees	10,164
914000	Advertising and Marketing	-
916000	Office Expenses	7,745
917000	Legal Expense	1,650
918000	Travel	-
919000	Other Administrative Costs	1,368
910000	Total Administrative	206,573

920000	Asset Management Fees	14,160
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Tenant Services		
921000	Tenant Services - Salaries	-
923000	Employee Benefits - Tenant Services	-
922000	Relocation Costs	15,000
924000	Tenant Services-Other	4,606
925000	Total Tenant Services	19,606

Utilities		
931000	Water	82,056
932000	Electricity	24,516
933000	Gas	28,032
934000	Fuel	-
936000	Sewer	-
938000	Other	99,888
930000	Total Utilities	234,492

Maintenance		
941000	Labor	110,304
945000	Employee Benefits - Maintenance	46,328
942000	Maintenance Materials	60,703
943002	Garbage and Trash Removal Contracts	48,124
943021-2	Heating & Cooling Contracts	-
943014	Elevator Maintenance	-
943026	Landscape & Grounds Contracts	3,000
943029	Unit Turnaround Contract	-
943018	Electrical Contracts	12,500
943017	Plumbing Contracts	11,780
943006	Extermination Contracts	3,000
943010	Janitorial Contracts	-
943025	Routine Maintenance Contracts	26,575
943000	Other Misc. Contract Costs	45,000
940000	Total Maintenance	367,314

Protective Services		
951000	Protective Services - Labor	-
955000	Employee Benefits - Protective Services	-
952000	Protective Services Contract Costs	-
953000	Protective Service Other	-
950000	Total Protective Services	-

Insurance		
961100	Property	11,655
961200	General Liability	-
961300	Worker's Comp.	5,827
961400	Other Insurance	-
961000	Total Insurance Expense	17,482

General Expenses		
962000	Other General Expense	1,000
962100	Compensated Absences	-
963000	Payments In Lieu of Taxes	-
964000	Bad Debt-Tenants	6,000
968000	Severance Expense	-
960000	Total General Expenses	7,000

969000	Total Operating Expenditures	866,627
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970000	Net Incom/(Loss)	56,089
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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

FETU KOLIO; KAZNER ALEXANDER;
and FRANCES WONG, individually
and on behalf of a class of past,
present, and future residents of
Mayor Wright Housing,

Plaintiffs,

vs.

STATE OF HAWAII; HAWAII PUBLIC
HOUSING AUTHORITY; and DOES 1-
20,

Defendants.

Civil No. 11-1-0795-04 GWBC

Civil Rights Action
Class Action

**COMPLAINT FOR DAMAGES AND
DECLARATORY AND INJUNCTIVE
RELIEF; DEMAND FOR JURY TRIAL;
SUMMONS**

1ST CIRCUIT COURT
STATE OF HAWAII
FILED

2011 APR 21 AM 11:59

N. ANAYA
CLERK

I do hereby certify that this is a full, true, and
correct copy of the original on file in this office.


Clerk, Circuit Court, First Circuit

**COMPLAINT FOR DAMAGES AND DECLARATORY AND
INJUNCTIVE RELIEF**

This is a class action for relief from Defendants' violations of the implied warranty of habitability and breach of leases arising out of their ownership, operation, control, and management of Mayor Wright Homes, a Hawai'i public housing project.

PRELIMINARY STATEMENT

1. Plaintiffs, and the persons whose interests they represent, are low-income persons who have lived in, currently live in, and/or are eligible to live in, Mayor Wright Housing (MWH). MWH is an approximately 364 unit public housing project receiving federal financial assistance that is owned, operated, controlled and managed by the Defendants State of Hawai'i (HAWAI'I) and the Hawai'i Public Housing Authority (HPHA).

2. Defendants' facilities are characterized by squalid, unsafe, and unsanitary conditions for all residents that, among other things: (1) breach the warranty of habitability implied in all residential leases; (2) breach the express terms of the leases between Plaintiffs and HPHA; and (3) violate numerous provisions of State and County health and safety regulations.

3. Plaintiffs seek to represent a class of past, present, and future residents of MWH. Plaintiffs seek injunctive and declaratory relief, retrospective and prospective rent abatement, special and compensatory damages, attorneys' fees and costs, and additional relief.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter and the parties pursuant to HRS § 603-21.5, HRS § 661-1, and HRS § 662-3.

5. Venue is proper in this Circuit pursuant to HRS § 603-36 because (1) Plaintiffs' claims for relief arose in this Circuit; and (2) all Defendants are domiciled in this Circuit.

PLAINTIFFS

6. Plaintiff FETU KOLIO (KOLIO) is a resident of Hawai'i, and is eligible and qualified to live in Hawai'i public housing. He has lived at MWH from approximately 1986 to 1990 and again from 2004 to present. As a result of severe pest and vermin infestations, a lack of hot water, inadequate maintenance and upkeep, insufficient and poorly maintained garbage facilities, and security deficiencies, plaintiff KOLIO has been harmed and has suffered damages.

7. Plaintiff KAZNER ALEXANDER is a resident of Hawai'i, and is eligible and qualified to live in Hawai'i public housing. He has lived at MWH from approximately 2007 to present. As a result of severe pest and vermin infestations, a lack of hot water, inadequate maintenance and upkeep, insufficient and poorly maintained garbage facilities, and security deficiencies, plaintiff ALEXANDER has been harmed and has suffered damages.

8. Plaintiff FRANCES WONG is a resident of Hawai'i, and is eligible and qualified to live in Hawai'i public housing. She has lived at MWH from approximately 1970 to present. As a result of severe pest and vermin

infestations, a lack of hot water, inadequate maintenance and upkeep, insufficient and poorly maintained garbage facilities, and security deficiencies, plaintiff WONG has been harmed and has suffered damages.

DEFENDANTS

9. Defendant HAWAII PUBLIC HOUSING AUTHORITY (HPHA) is a public entity created by the Legislature of the State of Hawai'i. Defendant HPHA is charged with managing federal and state public housing programs, including the Housing Choice Voucher Program (informally known as Section 8) and senior housing. Defendant HPHA administers MWH, and is responsible for ensuring compliance with applicable laws and regulations at MWH.

10. Defendant STATE OF HAWAII (HAWAII) oversees the HPHA through its Department of Human Services, and is responsible for ensuring compliance with applicable laws and regulations at MWH.

11. Defendants DOE 1-20 are individuals, entities, or governmental bodies that are in any way responsible for or liable for the conditions at MWH described in this Complaint.

STATEMENT OF FACTS

12. Mayor Wright Housing (MWH) is a state-run public housing project funded by the U.S. Department of Housing and Urban Development. MWH is a low-rise complex consisting of 35 one and two story beige and light green walk ups and townhouses, with approximately 364 units total. Hawai'i suffers from a severe shortage of affordable, safe, and well-maintained public housing.

Failure to Comply with HUD Standards

13. HPHA has a long history of failing to comply with U.S. Department of Housing and Urban Development (HUD) standards for public housing agencies. In 2003, after several years of finding HPHA's performance inadequate and issuing corrective action orders, HUD commissioned an Independent Assessment of the agency. The Independent Assessment found that HPHA suffers from a number of organizational, structural, procedural, and management weaknesses.

14. Following the Independent Assessment, in 2003 and 2004 HUD conducted its own on-site confirmatory review of HPHA in accordance with its Public Housing Assessment System (PHAS). HUD uses the PHAS to score a public housing agency's performance. Because of HPHA's failing score, HUD designated it as a troubled or substandard agency. In its review, HUD identified several areas of great concern including: inadequate staffing, lack of internal controls, widespread lack of training, lack of a comprehensive maintenance plan, use of outdated physical inspection standards, high rates of uncorrected work orders, and difficulties with financial tracking and accounting. As a result of HPHA's troubled status, and in accordance with HUD regulations, HUD and HPHA entered into a Memorandum of Understanding (MOU) which included performance targets, oversight, and monitoring of HPHA's performance. Upon information and belief, HPHA has failed to meet the MOU's performance targets and to take appropriate corrective actions to remedy its violations of federal laws.

15. HPHA is required to submit annual improvement plans to HUD to show how it is implementing its performance targets and taking corrective action to comply with federal law. Upon information and belief, HPHA has failed, and continues to fail, to meet the performance targets established in its improvement plans.

16. HUD and HPHA are also parties to an Annual Contributions Contract (ACC) as provided by 42 USC § 1437f(b). The ACC sets out the terms and conditions for HPHA's continued receipt of federal funds. Under the ACC, HPHA is obligated to provide decent, safe, and sanitary housing for eligible families. HPHA has failed, and continues to fail, to provide decent, safe, and sanitary housing in violation of the ACC.

17. As a result of Defendants' actions and inactions, the housing facilities at MWH are characterized by an almost total lack of hot water and multiple additional hazardous conditions.

18. The deplorable and hazardous conditions at MWH are well known to the Defendants.

Lack of Hot Water

19. Solar panels installed approximately 20 years ago are intended to heat almost all of the water distributed among some 80 tanks and used by residents at MWH. The entirety of the solar heating system has been increasingly failing over the years, with most residents of MWH having no reliable access to hot water.

20. The majority of individuals living at MWH claim that they have not been receiving hot water for several years. This has been well-documented in recent years in the media. In one article, Mayor Wright Tenant Association President, Fetu Kolio stated that "This does not change throughout the day, except on very hot, especially sunny days when I may have warm water between 1:00 p.m. to 2:00 p.m., but no more than that."

21. The lack of hot water is not just a problem for bathing, washing dishes, and cleaning. For those residents with health concerns and disabilities including heart disease, chronic obstructive pulmonary disease, and conditions involving chronic pain, of which there are many, the lack of hot water is intolerable due to severe aggravation of already existing pain and may even be life threatening due to exacerbation of heart conditions and breathing impairments.

Inadequate Security

22. With the termination of the Weed and Seed program at MWH in 2003 – whereby police officers were stationed at the project, initiated drug stings, and worked on community service projects with residents – crime, menacing, and violence has risen severely. Currently, unarmed security guards roam the premises with another stationed at the vehicular entrance to the community.

23. Security guards are too few and stretched too thin to deal with the growing problems in the community, and those that are available are also often unresponsive to problems. This includes allowing repeated entry to individuals

who do not live in the complex and who have caused problems for tenants on prior occasions, ignoring some of the troublemakers, and at times, entering units without authorization.

24. Security problems are exacerbated by poor facility maintenance. Trees are overgrown and block out electric lighting intended to provide illumination at night. Groups of individuals are able to roam freely and often undetected, even if one of the small number of security guards is nearby.

25. The consequence of this lack of security is that vandalism is a rampant problem. Such vandalism includes graffiti, broken windows, defecation, and the presence of various areas and vacant units in disrepair. Parents are afraid to allow their children out after dark. One favorite area of vandals is MWH's only playground.

26. Serious crime also occurs at MWH. Reports describe a 20 year old tenant with brain injuries after a beating, another 15 year old tenant chased, attacked, and left to die after a beating, and other assaults leaving tenants seriously injured and frightened.

Failure to Provide Sanitary Premises Causing Vermin Infestation and Toxic Air Particulates

27. Trash areas at MWH have severely inadequate capacity. Dumpsters overflow often, forcing many residents to place trash on the ground or otherwise around the trash enclosure. Trash bags around the dumpster are torn apart by roaming dogs and feral cats. Broken or missing covers on dumpsters create wafting trash odors and poor facility maintenance results in common areas strewn with garbage including rotting food and other debris.

28. Bulk pick-up of large items by MWH maintenance, including furniture, appliances, and even Christmas trees occurs periodically. However, these bulk items – including items removed from units due to bedbug and other infestations – are merely deposited in an enclosure surrounded by a chain link fence behind the MWH management office. Rotting, uncovered debris remains within this space that directly fronts building 18 for months at a time until MWH workers transport items to the landfill.

29. Rat, roach, and other vermin infestations are ubiquitous throughout the premises including within units. Bedbugs have also infiltrated many of the buildings. Hazardous air particulates due to roach dust (made up of roach body parts and dander), rat allergens (from rat urine and feces), and rotting trash causing inhalant hazards and nauseating smells are produced by these unsanitary conditions and continue to hang in the air even after dumpsters are emptied. Meanwhile, extermination services are infrequent. Even if a unit is treated, the rest of the building around the treated unit remains untreated, which results quickly in re-infestation from other units after treatment.

Failure to Maintain and Upkeep Premises.

30. Units and buildings throughout MWH are dilapidated and falling further into disrepair due to long-term neglect.

31. A 2008 Physical Needs Assessment for MWH reported moderate to severe corrosion of 90% of the facilities original windows making some completely inoperable, as well as problems where newer windows have been

installed due to panes falling out. The report further described severely corroded roof access hatches, moderate to severe corrosion on 50% of the junction boxes, and mold growing on 19 water heater tanks due to slashes in the waterproof coating among other problems, many of which still remain unrepaired.

32. The 2008 Physical Needs Assessment also states that within the units 30% of bathroom floors have water damage due to poor maintenance and/or poor installation, and that water damage in ceilings is a major problem. In addition, the report describes missing fire extinguishers, inadequate ventilation, cracks and gaps in door frames, walls, ceilings, and around toilets, numerous corroded doorways and bathroom fixtures, and a stunning number of other types of deficiencies, many of which remain unaddressed. Residents often are either forced to live in units in disrepair or fix problems themselves, if they are able.

CLASS ACTION ALLEGATIONS

33. Plaintiffs bring this action on behalf of themselves and on behalf of a class of all those similarly situated pursuant to Rule 23(a) and (b)(2) and (b)(3) of the Hawai'i Rules of Civil Procedure.

34. Plaintiffs seek to represent a class of all qualified past, present, and future residents of MWH.

35. The class is so numerous that joinder of all members is impractical. There are hundreds of past, present, and future residents of MWH. Moreover, putative class members are not capable of being identified at

this time, as the proposed class includes future residents. The class is in flux, with some residents leaving and others moving into the facilities.

36. There are common questions of law and fact, including but not limited to, whether Defendants have (1) breached the implied warranty of habitability; (2) breached the express terms of the form leases between the class members and HPHA; and (3) allowed the maintenance of conditions that violate State and County health and safety regulations.

37. The claims of the named Plaintiffs are typical of the claims of the other putative class members. All putative class members experience the same squalid, unsafe, unsanitary, and unlawful conditions at MWH. Plaintiffs are members of the proposed class in that they have lived in, currently live in, and/or are qualified to live in MWH.

38. Plaintiffs will fairly and adequately represent and protect the interests of the class. Plaintiffs intend to prosecute this action rigorously in order to secure remedies for the entire class. Counsel of record for Plaintiffs are experienced in federal civil rights litigation and class actions, including systemic litigation against state defendants regarding public housing.

39. Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final declaratory and injunctive relief with respect to the class as a whole under Hawai'i Rule of Civil Procedure 23(b)(2).

40. Common issues of law and fact predominate over individual issues and a class action is superior to other available methods for the fair and

efficient adjudication of this controversy under Hawai'i Rule of Civil Procedure 23(b)(3).

CAUSES OF ACTION

FIRST CAUSE OF ACTION Breach of the Implied Warranty of Habitability

41. Plaintiffs incorporate by reference as though fully set forth herein paragraphs 1 through 40 of this Complaint.

42. Plaintiffs and Defendants HAWAII and HPHA were parties to leases whereby Defendants provided dwellings to Plaintiffs at MWH in exchange for Plaintiffs' payment of rent.

43. There is an implied warranty of habitability and fitness for intended use in all residential leases.

44. The conditions described above, including but not limited to the lack of hot water, failure to maintain and upkeep premises, failure to provide adequate sanitation services and pest control, and failure to provide adequate security, breached the implied warranty of habitability and fitness for intended use.

45. Plaintiffs, and the persons whose interests they represent, have been injured by Defendants' breach of the implied warranty of habitability and fitness for intended use in an amount to be proven at trial.

46. Plaintiffs, and the persons whose interests they represent, are also entitled to total or partial abatement of past and future rent, declaratory relief, injunctive relief, and attorneys' fees as a result of Defendants' breach of the implied warranty of habitability and fitness for intended use.

SECOND CAUSE OF ACTION
Breach of Lease

47. Plaintiffs incorporate by reference as though fully set forth herein paragraphs 1 through 46 of this Complaint.

48. The form Rental Agreements between Plaintiffs and Defendants HAWAII and HPHA require these Defendants to, among other things, (a) “[m]aintain the Project in a decent, safe, and sanitary condition,” (b) “[c]omply with all applicable laws, rules, regulations, and ordinances of governmental authorities governing maintenance, construction, use, or appearance of the dwelling unit and the premises of which it is a part, noncompliance with which would have the effect of endangering health or safety;” and (c) “[m]aintain all electrical, plumbing, and other facilities and appliances supplied by Management in good working order and condition.”

49. The conditions described above, including but not limited to the lack of hot water and adequate security, breach these and other provisions of the Rental Agreement.

50. Plaintiffs, and the persons whose interests they represent, have been injured by Defendants’ breaches of the Rental Agreement in an amount to be proven at trial.

51. Plaintiffs, and the persons whose interests they represent, are also entitled to total or partial abatement of past and future rent, declaratory relief, injunctive relief, and attorneys’ fees as a result of Defendants’ breach of the implied warranty of habitability and fitness for intended use.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and behalf of all persons similarly situated, respectfully request that this Court:

1. Assume jurisdiction over this action;
2. Certify the plaintiff class;
3. Order Defendants to pay compensatory damages to each member of the plaintiff class;
4. Abate the past and future rent of the plaintiff class;
5. Issue a declaratory judgment stating that Defendants have breached the implied warranty of habitability and the terms of the Rental Agreements;
6. Grant all injunctive relief necessary to bring Defendants into compliance with their contractual obligations as described above;
7. Grant such other declaratory and injunctive relief as may be appropriate;
8. Award Plaintiffs reasonable attorneys' fees, reasonable expert witness fees, and other costs of the action; and
9. Order such other relief as this Court deems just and proper.

DATED: Honolulu, Hawai'i, April 21, 2011.



PAUL ALSTON
JASON H. KIM
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of all claims and causes of action so triable.

DATED: Honolulu, Hawai'i, April 21, 2011.



PAUL ALSTON
JASON H. KIM
Attorneys for Plaintiffs

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

FETU KOLIO; KAZNER ALEXANDER;
and FRANCES WONG, individually
and on behalf of a class of past,
present, and future residents of
Mayor Wright Housing,

Plaintiffs,

vs.

STATE OF HAWAII; HAWAII PUBLIC
HOUSING AUTHORITY; and DOES 1-
20,

Defendants.

Civil No.

Civil Rights Action
Class Action

SUMMONS

SUMMONS

STATE OF HAWAII

To the above-named Defendant(s):

You are hereby summoned and required to serve upon ALSTON HUNT FLOYD & ING, attorneys for Plaintiffs, whose address is 18th Floor, American Savings Bank Tower, 1001 Bishop Street, Honolulu, Hawaii 96813, an answer to the Complaint for Damages and Declaratory and Injunctive Relief which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

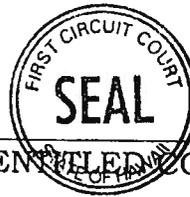
This Summons shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the general public, unless a judge

of the above-entitled court permits, in writing on this Summons, personal delivery during those hours.

A failure to obey this Summons may result in an entry of default and default judgment against the disobeying person or party.

DATED: Honolulu, Hawai'i, APR 21 2011

N. ANAYA



CLERK OF THE ABOVE-ENTITLED COURT

CV 11-00266 LEK-RLP

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII
At 10 o'clock and 20 min 9/18
Apr 21, 2011

ORDER SETTING RULE 16 SCHEDULING CONFERENCE

ORDER SETTING STATUS CONFERENCE

TO BE SET before:

Magistrate Judge Barry M. Kurren in Courtroom 7

Magistrate Judge Kevin S.C. Chang in Courtroom 5

Magistrate Judge Richard L. Puglisi in Courtroom 6

Pursuant to Rule 16 of the Federal Rules of Civil Procedure ("Fed.R.Civ.P.") and Local Rule 16.2 of the Rules of the United States District Court for the District of Hawaii:

- Parties are reminded that, unless otherwise ordered by the Court, a meeting of the parties must occur at least 21 days prior to the Scheduling Conference and a report submitted to the Court. Except as otherwise provided by L.R. 26.1(c), no formal discovery may be commenced before the meeting of the parties.
- Each party shall file a Scheduling Conference Statement pursuant to L.R. 16.2(b), and shall attend in person or by counsel.
- Failure to file and/or attend will result in imposition of sanctions, (including fines or dismissal), under Fed.R.Civ.P. 16(f) and L.R. 11.1.

DATED at Honolulu, Hawaii on Thursday, April 21, 2011.

/s/ Susan Mollway
Chief, U.S. District Judge

I hereby acknowledge receipt of the Order Setting Rule 16 Scheduling Conference.

Date April 21, 2011

Signature [Signature]
Atty () Secy () Messenger

THIS SCHEDULING ORDER IS ATTACHED TO THE INITIATING DOCUMENT (COMPLAINT/NOTICE OF REMOVAL) & MUST BE SERVED WITH THE DOCUMENT. PLEASE DO NOT REMOVE.



UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII
OFFICE OF THE CLERK
300 ALA MOANA BLVD., RM C-338
HONOLULU, HAWAII 96850

Sue Beitia
CLERK

TEL (808) 541-1300
FAX (808) 541-1303

M E M O

To: All Federal Bar Members
From: Sue Beitia, Clerk of U.S. District Court, District of Hawaii
Date: April 21, 2011
Subject: Corporate Disclosure Statements

Federal Rule of Civil Procedure 7.1 and Criminal Rule 12.4 both address the filing of Corporate Disclosure Statements.

Both rules state "A party must:

(1) file the Rule 7.1(a) (*or 12.4(a)*) statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court, and

(2) promptly file a supplemental statement upon a change in the information that the statement requires."

Thank you for your cooperation in this matter.

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FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII
APR 21 2011
at 11 o'clock and 20⁹ min. M.
SUE BEITIA, CLERK

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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

FETU KOLIO; KAZNER
ALEXANDER; and FRANCES
WONG, individually and on behalf of a
class of past, present, and future
residents of Mayor Wright Housing

Plaintiffs,

vs.

STATE OF HAWAII; HAWAII
PUBLIC HOUSING AUTHORITY;
DENISE WISE IN HER OFFICIAL
CAPACITY AS EXECUTIVE
DIRECTOR OF THE HAWAII

770700v1/10331-1

Case No.

CV 11 00266 LEK RLF

Civil Rights Action
Class Action

**COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF AND
DAMAGES; DEMAND FOR JURY
TRIAL; SUMMONS**

ATTEST: A True Copy
SUE BEITIA
Clerk, United States District
Court, District of Hawaii
By Sue Beitia
Deputy

PUBLIC HOUSING AUTHORITY;
and Does 1-20,

Defendants.

**COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF AND DAMAGES**

INTRODUCTION

1. This is a class action for relief from Defendants' violation of Plaintiff's civil rights under Title II of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Fair Housing Amendments Act of 1988, arising out of Defendants' ownership, operation, control, and management of Mayor Wright Homes, a Hawai'i public housing project.

2. Plaintiffs, and the persons whose interests they represent, are low-income persons with disabilities who live in, and are eligible to live in, Mayor Wright Homes (MWH) – an approximately 364 unit public housing project receiving federal financial assistance that is owned, operated, controlled and managed by the Defendants STATE OF HAWAII (HAWAII), the HAWAII PUBLIC HOUSING AUTHORITY (HPHA), and DENISE WISE (WISE) in her official capacity as Executive Director of the Hawai'i Public Housing Authority.

3. Defendants' facilities at MWH are characterized by discriminatory obstacles and hazardous conditions for residents with disabilities, including

multiple and pervasive architectural barriers and toxic particulate in the air, all in violation of federal disability nondiscrimination laws which prohibit public housing entities from engaging in disability discrimination and require that they provide program access and reasonable modifications and accommodations to residents with disabilities.

4. Plaintiffs seek to represent a class of present and future residents of MWH who have disabilities and have been subjected to discrimination. Plaintiffs seek injunctive and declaratory relief, damages, attorneys' fees and costs, and additional relief.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter and the parties pursuant to 28 U.S.C. §§ 1331, 1343, 2201, and 2202. Plaintiffs bring this suit under Title II of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12132, Section 504 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), 29 U.S.C. § 794, and the Fair Housing Act Amendments, 42 U.S.C. § 3604.

6. Venue is proper in the District of Hawai'i pursuant to 28 U.S.C. § 1391(b) because the events giving rise to Plaintiffs' claims occurred in this District.

PARTIES

Plaintiffs

7. Plaintiff FRANCES WONG is a resident of Hawai'i, and is eligible and qualified to live in MWH. Plaintiff WONG has lived at MWH since approximately 1970 until the present. Plaintiff WONG is mobility impaired as the result of a stroke in 2008. She is able to move about only with the aid of a wheelchair and her left side is paralyzed. She also suffers from Chronic Obstructive Pulmonary Disease (COPD). She is a person with a disability within the meaning of all applicable statutes, and is a qualified person with a disability within the meaning of Title II of the ADA and Section 504 of the Rehabilitation Act of 1973. As a result of architectural barriers and hazardous conditions in violation of federal disability law, including severe pest infestations, insufficient garbage facilities, narrow doorways, lack of accessible ramps, and inadequate hot water, Plaintiff WONG has been, and is being, harmed and has suffered damages. Because of her disability, Plaintiff WONG cannot safely climb over the side of the bathtub nor does the doorway provide her enough room to enter the bathroom in her wheelchair. In addition, the failure of maintenance to make timely repairs in her unit causes her shower rod to continuously fall, among other things. She must have someone in her unit at all times to help her with such barriers, although her help is limited by her income to family members. In addition, due to her lack of

mobility, Plaintiff WONG is especially tormented by vermin, including roaches, mice, and bedbugs from which she cannot escape. Her physical therapy intended to increase her level of functioning has been terminated by the provider due to Plaintiff WONG's admitted problems with bedbug infestation. Plaintiff WONG has requested reasonable accommodations, which Defendants have ignored.

8. Plaintiff KAZNER ALEXANDER is a resident of Hawai'i, and is eligible and qualified to live in MWH. Plaintiff ALEXANDER has lived in MWH since 2007 with his wife Ancheny, and his children Antorio and Mylast. He suffers from asthma with permanent lung damage, moderate heart disease, high blood pressure, and arthritis. His wife is worse off, as she has suffered four back surgeries due to debilitating spinal stenosis, none of which has alleviated her condition, in addition to diabetes and hypertension. ALEXANDER is a person with a disability within the meaning of all applicable statutes, and is a qualified person with a disability within the meaning of Title II of the ADA and Section 504 of the Rehabilitation Act of 1973, as is his wife, a member of the proposed class. As a result of architectural barriers and hazardous conditions in violation of federal disability law, including severe pest infestations, inadequate hot water, and failures to provide reasonable accommodations, Plaintiff ALEXANDER has been, and is being, harmed and has suffered damages. Despite the very real potential of cold water bathing exacerbating Plaintiff ALEXANDER's heart disease, most of the

time only cold water has been available to him since his 2007 arrival. In addition, Plaintiff ALEXANDER has requested to be transferred to a ground floor unit numerous times on behalf of himself and his wife. However, these repeated requests for reasonable accommodations have been ignored by Defendants to date.

9. Plaintiff FETU KOLIO is a resident of Hawai'i, and is eligible and qualified to live in MWH. Plaintiff KOLIO has lived at MWH from 1986 to 1990 and again since approximately 2004. Plaintiff KOLIO is totally disabled due to severe spinal trauma with degeneration and pain radiation into his legs. He is a person with a disability within the meaning of all applicable statutes, and is a qualified person with a disability within the meaning of Title II of the ADA and Section 504 of the Rehabilitation Act of 1973, as is his wife who suffers severe, debilitating asthma and is a member of the proposed class. As a result of architectural barriers and hazardous conditions in violation of federal disability law, including severe pest infestations, inadequate hot water, and failures to provide reasonable accommodations, Plaintiff KOLIO has been, and is being, harmed and has suffered damages. With only cold water in which to bathe almost all of the time, Plaintiff KOLIO suffers exacerbation of his chronic pain related to his spinal trauma and is unable to do the shower exercises required of him by his physical therapist to increase his mobility. Cold water in addition to toxic air particulates also severely aggravates his wife's condition, causing debilitating

asthma attacks and increased sickness from the resultant immunosuppression. Despite repeated requests by Plaintiff KOLIO to management to ameliorate these defects, Defendants have taken no such action.

Defendants

10. Defendant HAWAII PUBLIC HOUSING AUTHORITY (HPHA) is a public entity created by the Legislature of the State of Hawai'i. Defendant HPHA is charged with managing federal and state public housing programs, including the Housing Choice Voucher Program (informally known as Section 8) and senior housing. Defendant HPHA administers and manages MWH and is responsible for ensuring compliance with federal disability nondiscrimination laws at these facilities. Defendant HPHA is a public entity within the meaning of Title II of the ADA, and receives federal financial assistance including money from the U.S. Department of Housing and Urban Development and is covered by the Rehabilitation Act. Defendant HPHA employs 50 or more employees.

11. Defendant STATE OF HAWAII (HAWAII) oversees the HPHA through its Department of Human Services, and is responsible for ensuring compliance with federal disability nondiscrimination laws in its programs, including MWH. Defendant HAWAII is a public entity within the meaning of Title II of the ADA. Defendant HAWAII receives federal financial assistance including money from the U.S. Department of Housing and Urban Development

and is covered by the Rehabilitation Act. Defendant HAWAII employs 50 or more employees.

12. Defendant DENISE WISE (WISE), in her official capacity is the EXECUTIVE DIRECTOR of the HAWAII PUBLIC HOUSING AUTHORITY, is responsible for ensuring that organization's compliance with federal disability nondiscrimination laws at public housing facilities including the Fair Housing Act Amendments.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on behalf of themselves and on behalf of a class of all those individuals similarly situated pursuant to Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure. The proposed class consists of: All present and future residents of MWH who are eligible for public housing, who have mobility impairments or other disabling medical conditions that constitute "disabilities" or "handicaps" under federal disability nondiscrimination laws, and who are being denied access to the facilities, programs, services, and/or activities of the Defendants, and/or discriminated against, because of the architectural barriers and/or hazardous conditions and/or failure to provide reasonable accommodations described herein ("the Class").

14. Plaintiffs and their counsel will adequately represent the Class of all qualified present and future residents of MWH who have mobility impairments or

other disabling medical conditions that constitute “disabilities” under federal disability nondiscrimination laws, and who have been denied the right to full and equal access to the facilities, programs, services, activities of the Defendants because of the architectural barriers and/or hazardous conditions and/or failure to provide reasonable accommodations described herein.

15. Membership of the class is so numerous in number that joinder of all members is impractical. There are hundreds of present and future residents who have disabilities affected by architectural barriers, hazardous conditions, and failure to provide reasonable accommodations complained of herein. The individual names of each class member are not capable of being identified at this time, as the proposed class includes residents who presently reside in MWH as well as future residents of the housing project.

16. Common questions of law and fact exist, and include whether residents are being denied the right on the basis of disability to equal use and enjoyment, including safety, of the housing units at MWH in violation of federal disability nondiscrimination mandates.

17. The claims of the named Plaintiffs are typical of the claims of the other putative class members, in that they have been denied program access, and otherwise discriminated against, on the basis of their disabilities. Plaintiffs have no avenue for seeking reasonable modifications to the Defendants’ programs and

activities, as Defendants have no effective policies or procedures for implementing such accommodations. Defendants have further failed to complete the required self-evaluation and transition plans, or to adopt, and implement, effective grievance procedures. These are the same injuries that members of the proposed class are suffering, and, unless this Court grants relief, will continue to suffer.

18. Plaintiffs are members of the proposed class in that they live in MWH, are eligible for public housing, and have been subjected to disability-based discrimination. The proposed members of the Class have been and/or will be subjected to disability-based discrimination. Plaintiffs will fairly and adequately represent and protect the interests of the class. Plaintiffs intend to prosecute this action rigorously in order to secure remedies for the entire class. Counsel of record for Plaintiffs are experienced in federal civil rights litigation and class actions, including systemic litigation against state defendants challenging disability discrimination.

19. A class action is the only realistic method available for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation makes it impracticable for members of the class to seek redress individually for the wrongful conduct herein alleged. Were each individual member required to bring a separate lawsuit, the resulting multiplicity of proceedings would cause undue hardship and expense for the litigants and the

Court and create the risk of inconsistent rulings which would be contrary to the interest of justice and equity.

20. Defendants have acted, refused to act, and/or failed to act in a manner that violates the federal statutory rights of the Class members entitling the Class Members (in whole or in part) to declaratory and preliminary and final injunctive relief, as well as monetary damages incidental to and necessary to the effectuation of the requested declaratory and injunctive relief.

FACTS COMMON TO ALL ALLEGATIONS

21. MWH is a state-run public housing project funded by the U.S. Department of Housing.

HPHA's Failure to Comply with HUD's Standards.

22. HPHA has a long history of failing to comply with U.S. Department of Housing and Urban Development (HUD) standards for public housing agencies. In 2003, after several years of finding HPHA's performance inadequate and issuing corrective action orders, HUD commissioned an Independent Assessment of the agency. The Independent Assessment found that HPHA suffers from a number of organizational, structural, procedural, and management weaknesses.

23. Following the Independent Assessment, in 2003 and 2004 HUD conducted its own on-site confirmatory review of HPHA in accordance with its Public Housing Assessment System (PHAS). HUD uses the PHAS to score a

public housing agency's performance. Because of HPHA's failing score, HUD designated it as a troubled or substandard agency. In its review, HUD identified several areas of great concern including: inadequate staffing, lack of internal controls, widespread lack of training, lack of a comprehensive maintenance plan, use of outdated physical inspection standards, high rates of uncorrected work orders, and difficulties with financial tracking and accounting. As a result of HPHA's troubled status, and in accordance with HUD regulations, HUD and HPHA entered into a Memorandum of Understanding (MOU) which included performance targets, oversight, and monitoring of HPHA's performance. Upon information and belief, HPHA has failed to meet the MOU's performance targets and to take appropriate corrective actions to remedy its violations of federal laws.

24. HPHA is required to submit annual improvement plans to HUD to show how it is implementing its performance targets and taking corrective action to comply with federal law. Upon information and belief, HPHA has failed, and continues to fail, to meet the performance targets established in its improvement plans.

25. HUD and HPHA are also parties to an Annual Contributions Contract (ACC) as provided by 42 USC § 1437f(b). The ACC sets out the terms and conditions for HPHA's continued receipt of federal funds. Under the ACC, HPHA is obligated to provide decent, safe, and sanitary housing for eligible families and

to comply with all applicable federal statutes, regulations, and executive orders. HPHA has failed, and continues to fail, to provide decent, safe, and sanitary housing in violation of the ACC and federal laws.

Defendants' Failure to Provide Program Access, Remove Architectural Barriers, and Treat Disabled MWH Residents on an Equal Basis to Those without Disabilities.

26. Despite the unequivocal and longstanding mandates of federal disability nondiscrimination statutes, the Defendants have failed to take affirmative effective action to remedy the discriminatory barriers and toxins pervading MWH. Defendants have failed to provide basic program access to disabled residents, or to create any system for responding to requests for reasonable modifications, or for implementing such accommodations. Defendants have also failed to ensure that the facilities are equally safe for persons with disabilities.

27. As a result of Defendants' actions and inactions, the housing facilities at MWH are characterized by architectural barriers, leaking and bursting plumbing, an almost total lack of hot water, rat and roach infestations, overflowing trash piles, toxic air filled with noxious particulate, and additional hazardous and inaccessible conditions.

28. Given these conditions, residents with disabilities are unable to safely live in MWH, or to use the facilities on an equal basis with nondisabled residents. Residents with mobility disabilities must live in housing units and negotiate

common areas that are not accessible to or usable by them. Without necessary ramps in doorways, MWH residents are denied safe and reliable access to and egress from their housing units. Despite wheelchair bound resident's inability to enter bathrooms through narrow doorways or bathtubs due to nonnegotiable wall height, no modifications have been made. Residents with disabilities that are affected by hazardous conditions have experienced worsened disabilities simply by living at the projects. In these and other ways, Plaintiffs have been denied an equal opportunity to safely use and enjoy the housing at MWH.

29. The deplorable and hazardous conditions at MWH are well known to the Defendants. A 2008 Physical Needs Assessment and Energy Audit Report prepared for HPHA chronicled numerous structural, unit and common area deficits to include dangerous walks and steps and cracks and gaps in floors making many areas inaccessible or overly dangerous to persons with mobility impairments. This is not the totality of violations however, as the executive summary of this same report states, "None of the units on the project are ADA compliant."

30. Individuals with respiratory illness, such as asthma, emphysema, and other types of chronic obstructive pulmonary disease are inundated with toxic air particulate and other exacerbators of illness including noxious fumes from rotting garbage and particulate products from mouse and rat droppings, as well as roach and bedbug body parts, all of which are known not only to exacerbate illness, but

also to trigger and create respiratory distress and disorders. It is well-known that all units suffer severe roach infestation, as well as mouse and rat infiltration through holes in walls, under doors, and around pipes. Some buildings also report chronic, severe bedbug infestation. Vermin infestation is sustained by unsanitary trash disposal including inadequate trash disposal and storing bulk items, some of which are deposited due to bedbug infestation on site, in front of building 18 for months at a time.

31. Individuals with respiratory illness as well as individuals with heart and chronic pain conditions also suffer exacerbation of their conditions because they are required to bathe with chronically cold water. Those with respiratory illness suffer shortness of breath, while individuals with heart disease undergo dangerous shocks that could worsen heart conditions. Individuals in chronic pain due to a myriad of conditions must endure a worsening of their pain brought on by cold water. Of those who are immune-suppressed, as many of the individuals with disabilities are, cold water puts them at risk for opportunistic infections including pneumonia. As a result of the Defendants' failure to provide hot water, residents with disabilities cannot bathe or take care of themselves on an equal basis with nondisabled residents.

32. Residents with disabilities have complained about the failure to eliminate vermin and trash. In response, Defendants have failed to provide

(a) program access, (b) any reasonable modifications or accommodations, such as the scheduling of regular extermination of vermin or trash collection, or (c) any information about their grievance procedure or ADA coordinator.

GOVERNING LAW

Title II of the Americans with Disabilities Act.

33. Title II of the Americans with Disabilities Act, enacted in 1990, prohibits disability discrimination by state and local governments. 42 U.S.C. § 12132. Congress delegated regulatory authority for Title II to the Department of Justice. 42 U.S.C. § 12134. The requirements of Title II and the DOJ regulations became effective on January 26, 1992. 56 Fed. Reg. 35694 (July 26, 1991).

Nondiscrimination.

34. Title II of the Americans with Disabilities prohibits many forms of discrimination, including policies and practices that are discriminatory in their effects upon persons with disabilities:

No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

A public entity, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
(ii) Afford a qualified individual with a disability an opportunity to participate in or benefit from the aid,

benefit, or service that is not equal to that afforded others; [or] (iii) Provide a qualified individual with a disability with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others

A public entity may not, directly or through contractual or other arrangements, utilize criteria or methods of administration: (i) That have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; [or] (ii) That have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the public entity's program with respect to individuals with disabilities

28 C.F.R. § 35.130(a), (b)(1)(i)-(iii), (b)(3)(i)-(ii), (b)(8).

Program Access and Accessibility Features.

35. Under Title II, “[a] public entity shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.” 28 C.F.R.

§ 35.150(a). As necessary to achieve program access, structural and other changes are required. 28 C.F.R. § 35.150(a)(1), (b)(1), (c). Structural changes were to be completed “within three years of January 26, 1992, but in any event as expeditiously as possible.” 28 C.F.R. § 35.150(c). For public entities employing 50 or more persons, a transition plan setting forth the steps necessary to complete the structural changes was due “within six months of January 26, 1992.” 28 C.F.R. § 35.150(d)(1); *see also* 28 C.F.R. § 35.150(d)(3). Further, “[a] public entity shall

maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities by the Act or this part.” 28 C.F.R. § 35.133(a).

Reasonable Modifications in Policies, Practices and Procedures.

36. To comply with Title II, “[a] public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.” 28 C.F.R. § 130(b)(7). Further, by January 26, 1992, a public entity must “evaluate its current services, policies, and practices, and the effects thereof, that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and practices is required, the public entity shall proceed to make the necessary modifications.” 28 C.F.R. § 35.105(a).

Notice and Grievance Procedures.

37. Public entities must make available to participants and beneficiaries information about the requirements of Title II. 28 C.F.R. § 35.106. Public entities employing 50 or more employees must designate an ADA coordinator, and must adopt a grievance procedure providing for the prompt and equitable resolutions of complaints alleging prohibited action. 28 C.F.R. § 35.107.

Americans With Disability Act Amendments of 2008.

38. In 2008, in response to growing concern that case law had improperly narrowed the broad scope of protection intended to be afforded by the ADA, Congress enacted amendments to the definition of “disability” used in the Americans with Disabilities Act and the Rehabilitation Act. The amended statute continues to define “disability” as a “physical or mental impairment that substantially limits one or more major life activities,” but provides several clarifying rules of construction.

39. Among the clarifying rules added is the following language: The definition of disability in this Act shall be construed in favor of broad coverage of individuals under this Act, to the maximum extent permitted by the terms of this Act.

A person has a disability if she or he is substantially limited in a major life activity which includes, but is not limited to, “caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.”

A person has a disability if she or he is substantially limited in “the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.”

The determination of whether an impairment substantially limits a major life activity shall be made

without regard to the ameliorative effects of mitigating measures.

An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

Public Law 110–325 (Sept. 25, 2008) (section 4). The amendments took effect on January 1, 2009.

Section 504 of the Rehabilitation Act.

40. Congress enacted Section 504 of the Rehabilitation Act in 1973 to prohibit disability discrimination by entities receiving federal money. 29 U.S.C. § 794. In 1977, the U.S. Department of Health, Education and Welfare promulgated the first set of regulations implementing and interpreting Section 504. 42 Fed. Reg. 22677 (May 4, 1977) (published at 45 C.F.R. Part 84). In 1978, Congress amended Section 504 to incorporate the remedies and procedures of Title VI of the Civil Rights Act of 1964.

41. That same year, Executive Order 11914 required federal funding agencies to issue their own regulations consistent with Section 504 and based on minimum standards. 43 Fed. Reg. 2132 (Jan. 13, 1978) (minimum standards now appear at 28 C.F.R. Part 41. Executive Order 12250 (Nov. 2, 1980); 46 Fed. Reg. 40686 (August 11, 1981).)

42. The Department of Housing and Urban Development (HUD) issued its Section 504 regulations in 1988. 53 Fed. Reg. 20233 (June 2, 1988) (published at 24 C.F.R. Part 8).

Nondiscrimination.

43. Section 504 prohibits a range of discriminatory actions and inactions by federally funded entities, and includes prohibitions targeting the discriminatory effects of a funded entity's actions and inactions:

No qualified handicapped person, shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

A recipient, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, on the basis of handicap ... [d]eny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service.

A recipient may not, directly or through contractual or other arrangements, utilize criteria or methods of administration: (i) That have the effect of subjecting qualified handicapped persons to discrimination on the basis of handicap, [or] (ii) That have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the recipient's program with respect to handicapped persons

28 C.F.R. §§ 41.51(a), (b)(1)(i), (b)(3) (DOJ coordination regulations); 24 C.F.R.

§ 8.4(a), (b)(1)(i), (b)(4) (HUD regulations).

Program Access.

44. Section 504 requires that persons with disabilities have access to the programs and activities of funded entities, even if the programs and activities have been situated in physically inaccessible facilities. “No qualified handicapped person shall, because a recipient's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.” 28 C.F.R. § 41.56; accord 24 C.F.R. § 8.20. Under this standard, “[a] recipient shall operate each housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and useable by persons with handicaps.” 24 C.F.R. § 8.24(a); accord 28 C.F.R. § 41.57(a).

45. As necessary to achieve program access, structural and other changes are required. 28 C.F.R. § 41.57(b), (c); 24 C.F.R. §§ 8.24(b), (c), 8.25(c); *see also* 24 C.F.R. § 8.26 (“Accessible dwelling units required by § 8.22, 8.23, 8.24 or 8.25 shall, to the maximum extent feasible ... be distributed throughout projects and sites and shall be available in a sufficient range of sizes and amenities ...”). The deadlines for planning and achieving program access in public housing have long since passed. 24 C.F.R. § 8.24(c) (structural changes due “within three years of July 11, 1988,” nonstructural changes due “within sixty days of July 11, 1988”);

(d) (transition plan due “within six months of July 11, 1988”); 24 C.F.R. § 8.25(c) (transition plan to achieve program access in public housing due “as expeditiously as possible, but in any event no later than two years after July 11, 1988” and structural changes due “no later than four years after July 11, 1988”).

Modification of Policies and Practices.

46. Section 504 requires recipients to modify policies and practices where necessary to include individuals with disabilities. 24 C.F.R. § 8.33. Relatedly, “within one year of July 11, 1988,” each recipient must evaluate its current policies and practices, modify any policies and practices that do not meet the requirements of Section 504, and take appropriate corrective steps to remedy any discrimination revealed by the evaluation. 24 C.F.R. § 8.51.

Notice and Grievance Procedures.

47. Section 504 requires recipients with 15 or more employees to take steps to notify participants of its obligations under Section 504, to adopt grievance procedures, and to designate a Section 504 coordinator. 24 C.F.R. §§ 8.53, 8.54. Fair Housing Act Amendments of 1988.

48. As amended in 1988, the Fair Housing Act (FHA) prohibits discrimination in the rental of any dwelling because of the handicap of the renter, a person residing or intending to reside in the dwelling, or a person associated with the renter. 42 U.S.C.A. § 3604(f)(1). Discrimination is defined to include “a

refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.” 42 U.S.C.A. § 3604(f)(3)(B). HUD issued its regulations under the FHA in 1989. 54 Fed. Reg. 3232 (Jan. 23, 1989).

CAUSES OF ACTION

FIRST CAUSE OF ACTION Disability-Based Discrimination in Violation of Title II of The Americans with Disabilities Act of 1990, 42 U.S.C. § 12132 (Against Defendants HAWAII and HPHA)

49. Plaintiffs incorporate by reference as though fully set forth herein paragraphs 1 through 48 of this Complaint.

50. Title II of the ADA provides that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.”

51. Plaintiffs, and the persons whose interests they represent, are qualified persons with disabilities within the meaning of Title II of the ADA.

52. Plaintiffs, and the persons whose interests they represent, have been excluded from or otherwise discriminated against with regard to Defendants’ provision of public housing at MWH. Defendants have failed to make the

necessary reasonable modifications to the public housing facilities at MWH such that they are readily accessible to and useable by individuals with disabilities.

Plaintiffs have made requests for and/or are entitled to reasonable accommodations and modifications, but Defendants have failed to respond to Plaintiffs' reasonable requests or make reasonable modifications. As a result of, *inter alia*, Defendants' failure to provide for safe ingress and egress of units and implement necessary accessibility changes, the public housing facilities at MWH are not as safe for disabled participants as they are for nondisabled participants.

53. In particular, Defendants have violated Title II of the ADA and its regulations, and unlawfully discriminated against Plaintiffs, by, *inter alia*: failing to provide program access and reasonable modifications for persons with disabilities; failing to provide and maintain safe ingress and egress to units; failing to prevent, respond to and ameliorate obstacles to mobility; failing to prevent, respond to and ameliorate allergens and toxic air; failing to eliminate and remedy additional architectural barriers and hazardous conditions; failing to provide adequate hot water; and denying Plaintiffs' requests for reasonable accommodations without any, or with insufficient, investigation, and/or by rendering such requests futile through their pervasive and consistent inaction.

54. Plaintiffs and the persons whose interests they represent, have been, and are being, excluded from and discriminated against with regard to Defendants' provision of public housing at MWH by reason of their disabilities.

55. Defendants' unlawful actions were and continue to be intentional, willful, malicious, and/or done with deliberate indifference to the federally protected rights of Plaintiffs, and other present and future residents similarly situated, to be free from discrimination based on disability. Defendants know that harm to the federally protected rights of Plaintiffs, and other present and future residents similarly situated, is substantially likely, but nevertheless have failed, and continue to fail, to act upon that likelihood.

56. As a proximate result of Defendants' unlawful acts, Plaintiffs, and the persons whose interests they represent, have suffered and continue to suffer injuries, including emotional injuries, and are entitled to compensatory damages, including damages for emotional distress, to injunctive and declaratory relief, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

Disability-Based Discrimination in Violation of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Against Defendants HAWAII and HPHA)

57. Plaintiffs incorporate by reference as though fully set forth herein paragraphs 1 through 56 of this Complaint.

58. Section 504 of the Rehabilitation Act requires that “[n]o otherwise qualified individual with a disability . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 29 U.S.C. § 794(a). Accordingly, “[n]o qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from the Department [HUD].” 24 C.F.R. § 8.4.

59. Plaintiffs, and the persons whose interests they represent, are qualified persons with disabilities or handicaps within the meaning of Section 504 of the Rehabilitation Act and are eligible for the type of public housing available at MWH.

60. Defendants HAWAII and HPHA receive federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) for its public housing program, including the program under which the HAWAII and HPHA operate MWH.

61. As detailed herein, Defendants have violated Section 504 of the Rehabilitation Act by, *inter alia*: failing to make the required changes, including structural changes, such that Defendants’ public housing facilities at MWH are

readily accessible to and usable by persons with handicaps or disabilities; failing to provide and maintain safe ingress and egress to and inside rooms of units; failing to prevent, respond to and ameliorate hazards; failing to prevent, respond to and ameliorate allergens and toxic air; failing to eliminate and remedy additional architectural barriers and hazardous conditions; failing to provide adequate hot water; and denying Plaintiffs' requests for reasonable accommodations without any, or with insufficient, investigation, and/or by rendering such request futile through their pervasive and consistent inaction.

62. As a result of Defendants' actions and inactions, Plaintiffs, and the persons whose interests they represent, have been unlawfully denied the benefits of Hawai'i's public housing program, and in particular, the benefits of decent, safe, and affordable housing at MWH solely by reason of their handicaps and disabilities.

63. Defendants' unlawful actions were and continue to be intentional, willful, malicious, and/or done with deliberate indifference to the federally protected rights of Plaintiffs, and other present and future residents similarly situated, to be free from discrimination based on disability. Defendants know that harm to the federally protected rights of Plaintiffs, and other present and future residents similarly situated, is substantially likely, but nevertheless have failed, and continue to fail, to act upon that likelihood.

64. As a proximate result of Defendants' unlawful acts, Plaintiffs, and the persons whose interests they represent, have suffered and continue to suffer injuries, including emotional injuries, and are entitled to compensatory damages; including damages for emotional distress, to injunctive and declaratory relief, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

Disability-Based Discrimination in Violation of The Fair Housing Act Amendments, 42 U.S.C. § 3604(f) (Against Defendant WISE)

65. Plaintiffs incorporate by reference as though fully set forth herein paragraphs 1 through 64 of this Complaint.

66. The Fair Housing Act prohibits "discriminat[ion] against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of ... that person." 42 U.S.C. § 3604(f)(2)(A). Under the Act, unlawful discrimination is defined to include "a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling." 42 U.S.C. § 3604(f)(3)(B).

67. Plaintiffs, and the persons whose interests they represent, are handicapped within the meaning of 42 U.S.C. § 3602(h).

68. Defendants WISE, HAWAII and HPHA own, manage, control, and oversee the MWH dwellings covered by the Act, and are obligated to comply with the terms of the Act. 42 U.S.C. § 3603(a)(2).

69. Defendants knew or should reasonably be expected to know of Plaintiffs' handicaps.

70. As detailed herein, the Defendants have violated and continue to violate the Fair Housing Act and its regulations by their failure to ensure disability nondiscrimination or to provide reasonable accommodations for persons with handicaps necessary to afford them an equal opportunity to use and enjoy their dwellings, and by denying Plaintiffs' requests for reasonable accommodations without any, or with insufficient, investigation and/or by rendering such requests futile through their pervasive and consistent inaction.

71. This Count is brought solely against Defendant WISE in her official capacity and seeks only prospective relief to enjoin the Defendants' ongoing violation of federal law pursuant to *Ex Parte Young*, 209 U.S. 123, 28 S. Ct. 441 (1908).

72. As a proximate result of Defendants' unlawful acts, Plaintiffs, and the persons whose interests they represent, have suffered and continue to suffer injuries, and are entitled to injunctive and declaratory relief, and attorneys' fees and costs.

DECLARATORY AND INJUNCTIVE RELIEF ALLEGATIONS

73. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in paragraphs 1 through 72, above.

74. An actual and immediate controversy has arisen and now exists between Plaintiffs and Defendants, which parties have genuine and opposing interests and which interests are direct and substantial. Defendants have failed and continue to fail to comply with the provisions of Title II of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Fair Housing Act Amendments of 1988, for at least the reasons set forth herein. Plaintiffs are entitled to a declaratory judgment as well as such other and further relief as may follow from the entry of such declaratory judgment.

75. Plaintiffs have no adequate remedy at law. Unless enjoined by the Court, Defendants will continue to infringe Plaintiffs' statutorily and constitutionally protected rights and will continue to inflict irreparable injury. This threat of injury to Plaintiffs from continuing violations requires preliminary and permanent injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and behalf of all persons similarly situated, respectfully request that this Court:

1. Assume jurisdiction over this action;

2. Issue a declaratory judgment stating that Defendants HAWAII and HPHA have violated Title II of the ADA and Section 504 of the Rehabilitation Act, and Denise Wise acting in her official capacity as Executive Director of HPHA has violated the Fair Housing Act Amendments;

3. Grant all injunctive relief necessary to bring Defendants into compliance with the ADA, Section 504 of the Rehabilitation Act, and the Fair Housing Act Amendments;

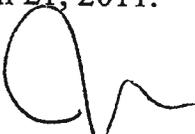
4. Grant such other declaratory and injunctive relief as may be appropriate;

5. Order Defendants to pay compensatory damages, including damages for emotional distress, pain and suffering, in an amount to be proven at trial;

6. Award Plaintiffs reasonable attorneys' fees, reasonable expert witness fees, and other costs of the action pursuant to 42 U.S.C. § 12205, 42 U.S.C. § 3613, and other applicable laws; and

7. Order such other relief as this Court deems just and proper.

DATED: Honolulu, Hawai'i, April 21, 2011.

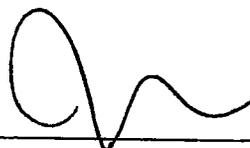


PAUL ALSTON
JASON H. KIM
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury to all legal claims so triable.

DATED: Honolulu, Hawai'i, April 21, 2011.



PAUL ALSTON
JASON H. KIM
Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

FETU KOLIO; KAZNER
ALEXANDER; and FRANCES
WONG, individually and on behalf of a
class of past, present, and future
residents of Mayor Wright Housing

Plaintiffs,

vs.

STATE OF HAWAII; HAWAII
PUBLIC HOUSING AUTHORITY;
DENISE WISE IN HER OFFICIAL
CAPACITY AS EXECUTIVE
DIRECTOR OF THE HAWAII
PUBLIC HOUSING AUTHORITY;
and Does 1-20,

Defendants.

Case No.

Civil Rights Action
Class Action

SUMMONS

SUMMONS

To the above-named Defendant(s):

You are hereby summoned and required to serve upon ALSTON
HUNT FLOYD & ING, attorneys for Plaintiffs, whose address is 18th Floor,
American Savings Bank Tower, 1001 Bishop Street, Honolulu, Hawai'i 96813, an
answer to the Complaint for Declaratory and Injunctive Relief and Damages which
is herewith served upon you, within twenty ^{DNV 21} (20) days after service of this
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Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

DATED: Honolulu, Hawai'i, APR 21 2011

SUE BEITIA

CLERK

/s/ Erin Taniguchi

(BY) DEPUTY CLERK

