HAWAII PUBLIC HOUSING AUTHORITY
NOTICE OF MEETING
SPECIAL BOARD OF DIRECTORS MEETING
1002 North School Street, Building E
Honolulu, Hawaii 96817

October 10, 2013
10:30 a.m.

AGENDA

I. CALL TO ORDER / ROLL CALL

II. APPROVAL OF MINUTES

A. Regular Meeting Minutes, August 15, 2013 ***(Pages 1-10)***
B. Executive Session Minutes, August 15, 2013 (not for public release)

III. PUBLIC TESTIMONY

Public testimony on any item relevant to this agenda 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 per agenda item.

IV. FOR ACTION

A. Motion: To Appoint Ms. Fay Rapoza to the Kauai Eviction Board, Ms. Mary Hoffman to the Kona Eviction Board and Mr. Courtney Young as a Neighbor Islands Floating Board Member for a Two-Year Term Expiring on October 31, 2015 ***(Pages 11-16)***

B. Motion: To Authorize the Executive Director to Grant a Temporary Construction Right of Entry at Hale Olaloa (Hilo) to the County of Hawaii and to Request Approval from the U.S. Department of Housing and Urban Development to Grant the County of Hawaii an Easement in the Same Area for the Kapi`olani Street Extension Project, Tax Map Key: (3) 2-4-056:021 ***(Pages 17-26)***

C. Motion: To Adopt Revisions to the Hawaii Public Housing Authority's Statement of Procurement Policy, dated October 10, 2013 ***(Pages 27-57)***

D. To Adopt Further Amendments to following sections of Chapter 17-2028 "Federally-Assisted Housing Projects", Hawaii Administrative Rules previously adopted by the Board: ***(Pages 58-164)***

Section 17-2028-21 [Placement of applicant on waiting list];

Section 17-2028-22(a)(1)(D) [Eligibility for admission and participation - not have an outstanding liability];

Section 17-2028-22(a)(1)(E) [Eligibility for admission and participation – providing social security numbers for all family members];

Section 17-2028-22(a)(1)(G) [Eligibility for admission and participation - not have been evicted from assisted housing by reason of drug-related criminal activity];

Section 17-2028-22(a)(1)(J) [Eligibility for admission and participation – not currently or during a three year period preceding …be engaged in drug related criminal activity or violent criminal activity or other criminal activity];

Section 17-2028-22(a)(1)(M) [Eligibility for admission and participation – not have a record of conduct or behavior];

Section 17-2028-22(a)(1)(N) [Eligibility for admission and participation – disclose tobacco use];

Section 17-2028-22(b) [Eligibility for admission and participation – applicant's past performance in meeting financial obligations];

Section 17-2028-23(b) [Placement of applicant on waiting list];

Section 17-2028-32 [Income Targeting];

Section 17-2028-34(a) [Local Preferences – priority groups];

Section 17-2028-36(a) [Waiting List];

Section 17-2028-59(b)(6) [Rental agreement termination – fails to disclose use];

Section 17-2028-59(b)(9) [Rental agreement termination – has been convicted of a felony]; and

Section 17-2028-92(b)(7)(B) [Pet fees];

and to Authorize the Executive Director to Undertake All Actions Necessary under Chapter 91, Hawaii Revised Statutes, Administrative Directive No. 09-01, and present them for public hearing

The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorney(s) on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.

E. Motion: To Adopt Further Amendments to following sections of Chapter 17-2020 "Evictions – Practice and Procedure", Hawaii Administrative Rules previously adopted by the Board: Section 17-2020-5(b), *Grounds for termination of tenancy and eviction*; Section 17-2020-11, *Notice of Cause for Cases referred for eviction prior to June 28, 2002*; Section 17-2020-12, *Notice of Cause for Cases referred for eviction on or after June 28, 2002*; Section 17-2020-13, *Notice of Hearing*; Section 17-2020-14, *Request for Subpoena*; and Section 17-2020-33, *Curable and Non-curable violations*, and to Authorize the Executive Director to Undertake All Actions Necessary under Chapter 91, Hawaii Revised Statutes, Administrative Directive No. 09-01, and present them for public hearing

The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorney(s) on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities. ***(Pages 165-214)***

F. Motion: To Approve Settlement of *Kolio, et al. v. State of Hawaii, Hawaii Public Housing Authority; Denise Wise in her Official Capacity As Executive Director of the Hawaii Public Housing Authority, et al.* (Civil Case No. CV11-00266), and to Authorize the Executive Director to Execute a Settlement and Release Agreement on behalf of the Hawaii Public Housing Authority ***(Pages 215-217)***

The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as related to *Kolio, et al. v. State of Hawaii, et al. (Civil Case No. CV11-00266).*

V. REPORTS

A. Executive Director's Report Highlights: ***(Pages 218-268)***

- HUD Assessment of the Property Management and Maintenance Services Branch (PMMSB) started on 8/12/13
- PMMSB continues purging of the federal public housing waitlist
- Capital Fund Certification and Operating Fund Submission due August 16th
- AMP 31 and AMP 33 planning community clean-up events
- PMMSB Implementation of Pre-Application Form
- Update on Choice Neighborhood Initiative Planning Grant
- Section 8 Lease up Status
- Design and Construction Project Updates: Large Capacity Cesspools are closed or converted; AMPs are preparing for REAC inspections by HUD;
- Review of Financial Contracts & Procurements Executed During August/September 2013
- AG's approval for vacated tenant accounts receivable write offs

VI. FOR INFORMATION/DISCUSSION

A. For Discussion: *Kolio, et al. v. State of Hawaii, Hawaii Public Housing Authority (Civil No. 11-1-0795-04)* ***(Page 269)***

The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as related to *Kolio, et al. v. State of Hawaii, Hawaii Public Housing Authority; Civil No. 11-1-0795-04)*

If any person requires special needs (i.e., large print, taped materials, sign language interpreter, etc.) please call Ms. Taryn Chikamori at (808) 832-4690 by close of business two days prior to the meeting date. Meals will be served to the Board and support staff as an integral part of the meeting.

Approved by the Executive Director
October 10, 2013

FOR ACTION

MOTION: To Appoint Ms. Fay Rapoza to the Kauai Eviction Board, Ms. Mary Hoffman to the Kona Eviction Board and Mr. Courtney Young as a Neighbor Islands Floating Board Member for a Two-Year Term Expiring on October 31, 2015.

I. FACTS

A. The Oahu and Neighbor Island Eviction Boards are composed of members of the community and are responsible for affording public housing tenants a full and fair due process hearing during lease termination proceedings.

B. Pursuant to the Hawaii Revised Statutes (HRS) 356D-93, the Authority is authorized to appoint an eviction board which shall consist of not less than one person, and no more than three persons, of which one shall be a resident of public housing.

C. Having more than the minimum amount of members and resident members appointed to the Oahu and Neighbor Island Eviction Boards will allow the Hearings Office to process the requests for hearings in an efficient and timely manner, and avoid cancellation of hearings for lack of quorum.

D. Attached is a list of the current eviction board members by county and term appointments.

II. DISCUSSION

A. Ms. Fay Rapozo is a resident of Kapaa, Hawaii and is employed with the County of Kauai Housing Agency since May 1996 as the Fair Housing Officer and Homebuyer Coordinator. Ms. Rapozo has experience in landlord/tenant and fair housing issues, including experience working with the Housing and Urban Development ("HUD"), Hawaii Civil Right Commission ("HCRC") and the Legal Aid Society of Hawaii ("LASH"). Ms. Rapozo's experience and training would be an asset to the Kauai Eviction Board and she has expressed a willingness to serve as a Kauai Eviction Board Member.

B. Mr. Courtney Young is currently an Oahu Board Member, a graduate of the University Of Hawaii William Richardson School Of Law and has legal experience in family and criminal law. Mr. Young has expressed a

willingness to serve as a Neighbor Islands Floating Board Member when quorum is needed.

C. Ms. Hoffman is a resident of Kona, Hawaii and has lived at the Authority's Kaimalino's project for the past 20 years. She was formerly the Treasurer of the Kaimalino Association and was employed with the Kona Police Department for 10 years. Ms. Hoffman has expressed a willingness to serve as a Kona Eviction Board Member.

III. RECOMMENDATION

That the Hawaii Public Housing Authority Board of Directors approve the Appointment of Ms. Fay Rapozo to the Kauai Eviction Board, Ms. Mary Hoffman to the Kona Eviction Board and Mr. Courtney Young as a Neighbor Island Floating Board Member for a Two Year Term Expiring on October 31, 2015.

Attachments:

A. List of Eviction Board Members and Term Appointments
B. Resume of Ms.Fay Rapozo
C. Resume of Mr. Courtney Young
D. Resume of Ms. Mary Hoffman

Prepared by: Renee Blondin-Nip, Hearings Officer RN.

Approved by the Board of Directors
on the date set forth above

_____
David Gierlach, Chairperson

Attachment A

EVICTION BOARD MEMBERS
HAWAII PUBLIC HOUSING AUTHORITY
Initial Appointment/Current Expiration Dates

Board Member	Initial Appointment Date	Current Expiration Date	Years Served as of December 2012
Oahu A:			
Douglas Kaya	03/17/05	03/31/15	7
Radiant Chase	01/25/02	07/31/15	10
Stanley Young	07/15/10	07/15/14	2
Jane Moana Gray*	06/21/07	06/30/15	5
Oahu B:			
Jane Moana Gray*	08/31/79	07/31/15	33
Earl Mente	12/19/97	07/31/15	15
Joyce Nakamura	02/20/98	07/31/15	14
Oahu C:			
Solomon Kuresa*	05/16/97	07/31/15	15
Sylvianne Young	12/19/97	07/31/15	15
Sylvia Wilmeth	11/18/10	11/31/14	2
Courtney Young	12/20/12	12/20/14	New Member
Hilo:			
Jane Moana Gray**	06/21/07	06/30/15	5
George DeMello*	09/20/07	07/31/15	5
Melvin Kawahara	01/15/09	01/31/15	3
Keith Biho	02/18/10	02/28/14	2
Kauai:			
Jane Moana Gray**	06/21/07	06/30/15	5
Arde Long-Yamashita*	02/31/08	02/31/14	4
Kona:			
Jane Moana Gray**	06/21/07	06/30/15	5
Ross Oue	05/15/92	07/31/15	20
Arleila Andrade	09/15/10	09/31/14	2
Elaine Watai	05/09/11	05/31/15	1
Eleanor Sheridan*	08/16/12	08/31/14	New Member
Maui:			
Jane Moana Gray**	06/21/07	06/30/15	5
Mark Nishino	01/19/95	08/31/15	17
Robert G. Hill	03/01/08	02/28/14	4

*** Resident Member**
**** Floating Resident Member (Attends hearing when quorum needed)**

Revised 9/16/13

Approved by the Executive Director
October 10, 2013

FOR ACTION

MOTION: To Authorize the Executive Director to Grant a Temporary Construction Right of Entry at Hale Olaloa (Hilo) to the County of Hawaii and to Request Approval from the U.S. Department of Housing and Urban Development to Grant the County of Hawaii an Easement in the Same Area for the Kapi`olani Street Extension Project, Tax Map Key: (3) 2-4-056:021

I. FACTS

A. Hale Olaloa is a federally subsidized elderly public housing project constructed in 1976 consisting of 50 studio and one-bedroom dwelling units in one-story duplex wood structures. Hale Olaloa is located at 144 Kamana Street in Hilo on the Island of Hawaii.

B. The County of Hawaii (County) is moving forward with the Kapiolani Street Extension, Lanikaula Street and Mohouli Street Project. The proposed roadway plan crosses State-owned lands between Lanikaula and Mohouli Streets in Waiakea, South Hilo, on the Island of Hawaii.

C. The proposed project will enhance vehicular, pedestrian, ADA and bicycle circulation between the University of Hawaii at Hilo and downtown Hilo.

D. The County's construction of this section of Kapiolani Street will further advance the University of Hawaii at Hilo's efforts to develop additional housing and support facilities in the immediate area.

E. On July 30, 2013, the County requested the drain and slope easement along tax map key (3) 2-4-056:021 for the proposed construction of the road extension and future road widening. An Easement Acquisition Plan map showing the property needed for the Drain and Slope Easement and Temporary Construction Right of Entry area is attached as Exhibit A.

F. A request to grant the drain and slope easement will be submitted to the U. S. Department of Housing and Urban Development, Honolulu Field Office for their review and approval.

II. DISCUSSION

A. The proposed extension of Kapiolani Street will improve public access and allow the expansion of the University of Hawaii at Hilo campus.

B. The granting the temporary construction right of entry non-exclusive easement will allow the County to proceed with its plan to extend Kapiolani Street.

C. The construction of the Kapiolani Street extension will have negligible effect on the Hale Olaloa project. The area in question is inaccessible and of minimal use to the HPHA.

D. The County will remove any trees on the HPHA property where the root system has been compromised by the construction work for the street extension project and will provide a letter to that effect before they may proceed.

E. The County will provide the required A.L.T.A. survey for HUD's review and upon approval, so that the easement may be recorded.

III. STAFF RECOMMENDATION

That the HPHA Board of Directors Authorize the Executive Director to Grant a Temporary Construction Right of Entry at Hale Olaloa (Hilo) to the County of Hawaii and to Request Approval from the U.S. Department of Housing and Urban Development to Grant the County of Hawaii an Easement in the Same Area for the Kapi`olani Street Extension Project, Tax Map Key: (3) 2-4-056:021.

Attachment A: Letter from the County of Hawaii Requesting an Easement For The Kapiolani Street Extension Project
Attachment B: Tax Map Key
Attachment C: Aerial Photos
Attachment D: Indemnification Letter from the County of Hawaii

Reviewed by: Becky L. Choi, State Housing Development Administrator for

Approved by the Board of Directors
On the date set forth above

David Gierlach
Chairperson

William P. Kenoi
Mayor

Walter K. M. Lau
Managing Director

'13 AUG -1 A10:39

Warren H. W. Lee
Director

Brandon A. K. Gonzalez
Deputy Director

RECEIVED
HAWAI'I PUBLIC
HOUSING AUTHORITY

County of Hawai'i

DEPARTMENT OF PUBLIC WORKS

Aupuni Center
101 Pauahi Street, Suite 7 · Hilo, Hawai'i 96720-4224
(808) 961-8321 · Fax (808) 961-8630
www.co.hawaii.hi.us

July 30, 2013

Mr. Hakim Ouansafi
Executive Director
Hawai'i Public Housing Authority
1002 North School Street
Honolulu, Hawai'i 96817

Subject: Kapi'olani Street Extension Project
Tax Map Key: (3) 2-4-056:021
Waiakea, South Hilo, Island of Hawai'i

Dear Mr. Ouansafi,

The County of Hawai'i (County) is moving forward with the Kapi'olani Street Extension, Lanikāula Street and Mohouli Street Project (Project). The current roadway plans cross State owned lands between Lanikāula and Mohouli Streets, Waiākea, South Hilo, Island of Hawai'i. The project will enhance vehicular, pedestrian, ADA and bicycle circulation between the University of Hawai'i at Hilo and downtown Hilo. The County's construction of this section of Kapi'olani Street will further advance the University of Hawai'i at Hilo's efforts to develop additional housing and support facilities in the immediate area.

The County will be requesting the set aside of certain roadway parcels identified as tax map keys (3) 2-4-001:181, 2-4-001:182 and 2-4-056:029 from the State Department of Land and Natural Resources (DLNR). The construction of the extension along with future road widening plans will also require the acquisition of an additional drain and slope easement area along tax map key (3) 2-4-056:021. An Easement Acquisition Plan map showing the land needed for the Drain and Slope Easement and Temporary Construction Right of Entry area is attached as Exhibit A.

Prior to submitting a set aside request of the roadway parcels to DLNR and to prevent any future misunderstandings, the County would like to ask for the Hawai'i Public Housing Authority's acknowledgement of the proposed drain and slope easement affecting a portion of the lands currently used for the Hale Olaloa Housing. We appreciate your returning one signed copy of this letter in the postage-paid envelope provided.

County of Hawai'i is an Equal Opportunity Provider and Employer.

EXHIBIT A

Thank you for your assistance in helping us to improve our roadways island-wide. Should you have any questions, please feel free to contact Allan Simeon at (808) 961-8925.

Yours truly,

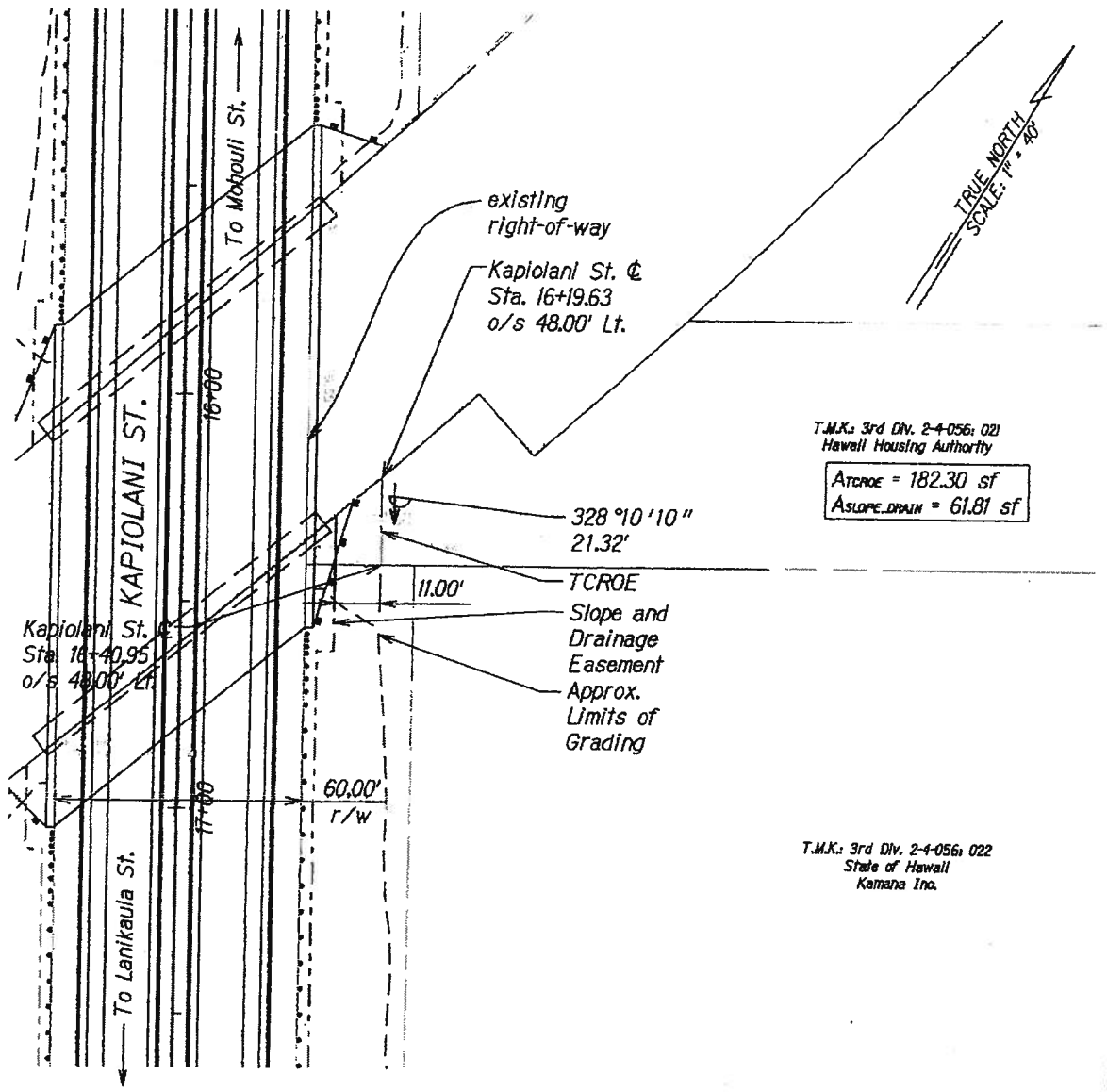
Warren H.W. Lee, P.E.
Public Works Director

The Hawai'i Public Housing Authority recognizes the importance of the County of Hawai'i Department of Public Works' construction of the Kapi'olani Street Extension and is willing to work with the County in granting the necessary Drain and Slope Easement as well as the Temporary Construction Right of Entry area affecting tax map key (3) 2-4-056:021 as shown on the attached Easement Acquisition Plan map identified as Exhibit A.

_____ Date: _____
Hawai'i Public Housing Authority

cc: Nancy Crawford, Finance Director

Enclosure



LEGEND:

- Existing Right-of-Way or Property Line
- Proposed Right-of-Way
- Slope and Drainage Easement
- Temporary Construction Right of Entry (TCROE)
- Approximate Limits of Grading

GRAPHICAL SCALE:

40' 20' 0 40'

Scale: 1" = 40'

EXHIBIT "A"

SSFM INTERNATIONAL

SSFM INTERNATIONAL, INC.
99 Aupuni Street, Suite 202
Hilo, Hawaii 96720

EASEMENT ACQUISITION PLAN
T.M.K.: 3rd Div. 2-4-056: 021 (144 Kamana Street)
KAPIOLANI STREET EXTENSION Project No. E-4039

Scale: 1" = 40' | Date: June 2013

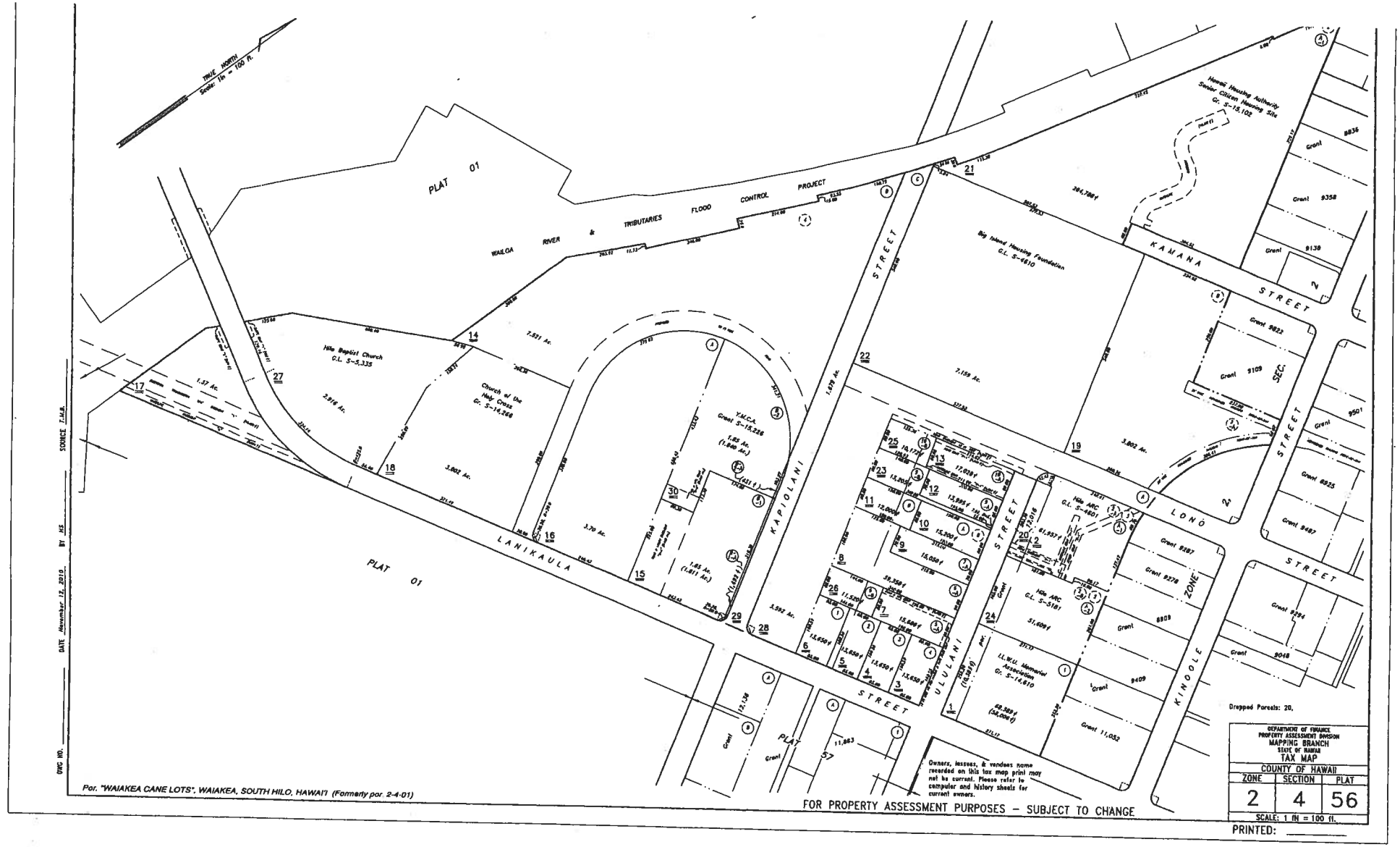
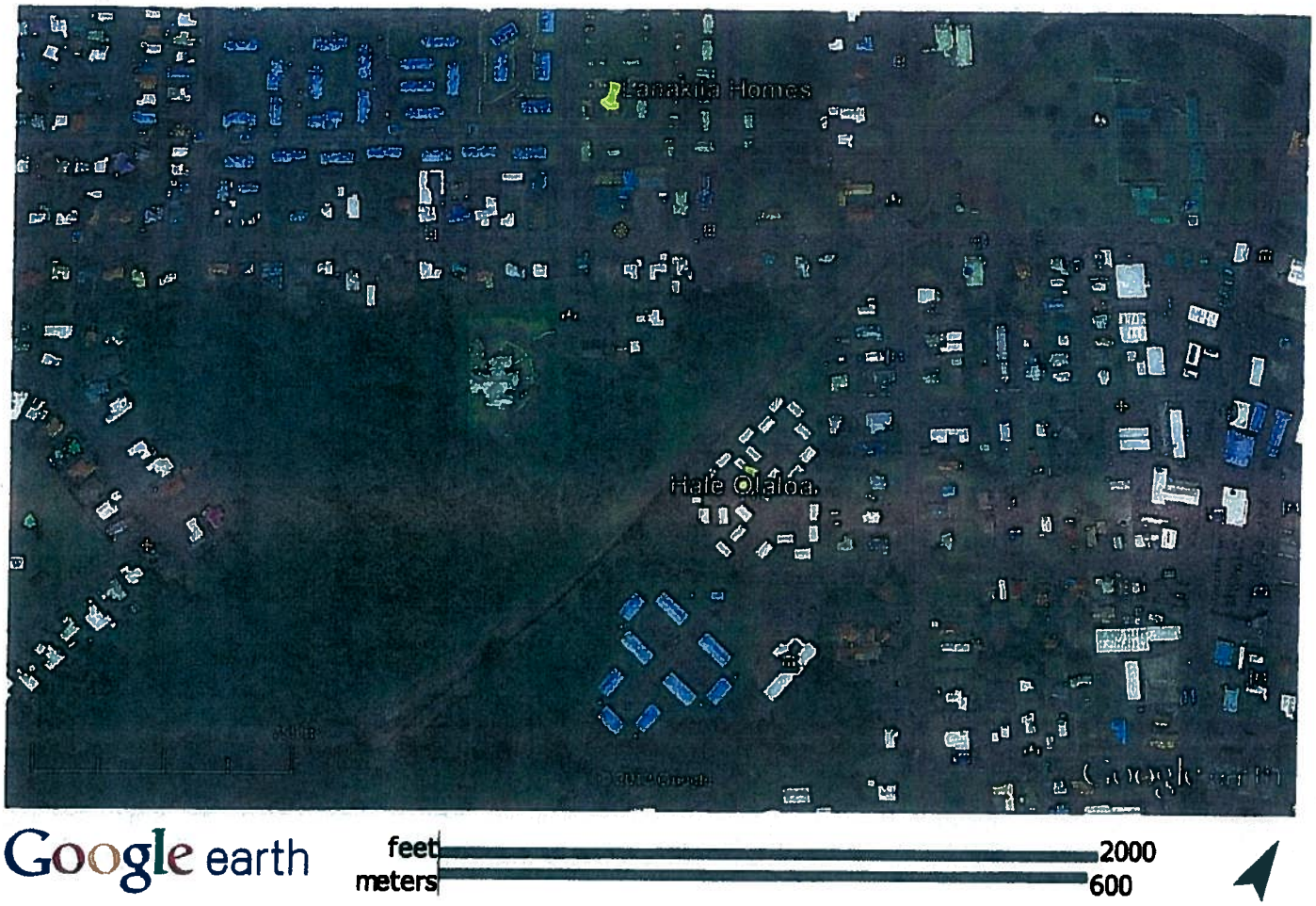


EXHIBIT B

022


Lanakila Homes
Hale Olaloa
Google earth
feet
meters
2000
600

William P. Kenoi
Mayor

Walter K. M. Lau
Managing Director

Warren H. W. Lee
Director

Brandon A. K. Gonzalez
Deputy Director

County of Hawai'i
DEPARTMENT OF PUBLIC WORKS
Aupuni Center
101 Pauahi Street, Suite 7 · Hilo, Hawai'i 96720-4224
(808) 961-8321 · Fax (808) 961-8630
www.co.hawaii.hi.us

September 12, 2013

Mr. Hakim Ouansafi
Executive Director
Hawai'i Public Housing Authority
1002 North School Street
Honolulu, Hawai'i 96817

Subject: Kapi'olani Street Extension
Lanikaula Street to Mohouli Street
County Project No. E-4039
Tax Map Key: (3) 2-4-056:021
Waiakea, South Hilo, Island of Hawai'i

Dear Mr. Ouansafi,

As discussed between Allan Simeon of our Engineering Division and Ms. Becky Choi of your staff on September 6, 2013, the County hereby confirms that should trees within the above property be undermined during the construction of the above subject project, said trees will be removed by the County or its contractor at no cost to the Hawai'i Public Housing Authority.

In addition, the County shall indemnify and save harmless the State of Hawaii, the Hawai'i Public Housing Authority, it's elected and appointed officials, officers and employees.

Thank you for your assistance in helping us to improve our roadways island-wide. Should you have any questions, please feel free to contact Allan Simeon at (808) 961-8925.

Yours truly,

Ben Ishii, Chief
Engineering Division

AGS
cc: Nancy Crawford, Finance Director

Attachment D

County of Hawai'i is an Equal Opportunity Provider and Employer.

Approved by the Executive Director
October 10, 2013

FOR ACTION

MOTION: To Adopt Revisions to the Hawaii Public Housing Authority's Statement of Procurement Policy, dated October 10, 2013

I. FACTS

A. On August 16, 2007, the Hawaii Public Housing Authority's (HPHA) Board of Directors adopted the Statement of Procurement Policy (SOPP).

B. On March 19, 2009, the HPHA's Board of Directors adopted revisions to the SOPP based on changes to procurement laws, rules and regulations.

C. On August 20, 2009, the HPHA adopted additional revisions to comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and U.S. Department of Housing and Urban Development (HUD).

D. Since then the HPHA's Procurement Office has identified several areas in the SOPP that require revision, clarification or additional information. The proposed changes were reviewed by the Department of the Attorney General. Their proposed changes were also incorporated in the attached draft.

E. In May 2013, HUD conducted a procurement assessment and provided recommendations to improve the HPHA's procurement policy.

F. In August 2013 and September, the State Procurement Office and the Department of the Attorney General reviewed HPHA's proposed changes and suggested additional clarifications and revisions. Their proposed revisions were incorporated in the attached draft.

II. DISCUSSION

A. The Statement of Procurement Policy will be clarified as follows:

1. The term "procurement" as used in the HPHA Policy shall include all actions related to the solicitation, purchasing, ordering, leasing, contracting and modification of such procurement activities for goods, services, construction, or other services from any responsible and responsive source.

2. References to the "HPHA" in the Policy shall mean to include the Executive Director and his/her designated representative with delegated procurement authority.

3. Revised the requirement to obtain approval by the head of the purchasing agency for contracts that include multi-term funding, consistent with §3-122-149(e), Hawaii Administrative Rules (HAR).

4. Use of the small purchase method of procurement for the procuring of goods and services and construction less than $100,000 consistent with state and federal rules; and for construction less than $250,000 as revised in Chapter 103D, HRS when solely funded with state funds.

5. Include a section to determine responsibility of a prospective contractor as excerpted from the HUD Handbook 746038 Rev. 2.

6. Make housekeeping changes for grammar and format.

B. The attached draft of the Policy displays the changes in underlined format. The highlighted portions reflect changes discussed with SPO, DHS, and the AG's.

III. RECOMMENDATION

That the Board of Directors adopt revisions to the Hawaii Public Housing Authority's Statement of Procurement Policy, dated September 19, 2013

Attachment: Hawaii Public Housing Authority's Statement of Procurement Policy, dated October 10, 2013

Prepared by: Rick T. Sogawa, Procurement Officer

Adopted by the Board of Directors
on the date set forth above

_____
David Gierlach, Chairperson

STATEMENT OF PROCUREMENT POLICY
For the Hawaii Public Housing Authority

This Procurement Policy complies with the Annual Contributions Contract (ACC) between the Hawaii Public Housing Authority (HPHA) and the U.S. Department of Housing and Urban Development's (HUD) Federal regulations 24 Code of Federal Regulations (CFR) 85.36, the procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8, Rev. 2, and applicable State of Hawaii (State) and local laws.

The HPHA certifies that this Procurement Policy complies with all applicable Federal regulations and, as such, the HPHA is exempted from prior HUD review and approval of individual procurement actions.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Statement of Procurement Policy (Policy) is to provide a procurement system of quality and integrity; provide for the fair and equitable treatment of all persons or firms involved in purchasing by the HPHA; assure that supplies, services and construction are procured efficiently, effectively, and at the best value to the HPHA; promote competition in contracting; and assure that HPHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

Non-compliance with this Policy may result in disciplinary action, which may include suspension, termination, or any other appropriate action allowed by collective bargaining agreement.

B. Applications

Proposed change for clarification

This Policy applies to all procurement actions of the HPHA, regardless of the source of funds, except as noted under "exclusions" in Section C below. However, nothing in this Procurement Policy shall prevent the HPHA from complying with the terms and conditions of any grant, contract, gift, or bequest that is otherwise consistent with the law.

When both HUD and non-Federal grant funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, HUD procurement regulation shall be applied to the total project if more restrictive. If funds and work can be separated and work can be completed by a new contract, then regulations applicable to the source of funding may be followed. In no case, shall the division of the funds be construed to mean that parceling the procurement to evade competitive source selection requirements is acceptable or allowable.

Recommended language from the AGs Office

The term "procurement" as used in this Procurement Policy, includes ~~both~~ the purchasing, ordering, renting, leasing, otherwise acquiring, contracting and contract modifications (including change orders) ~~for the purchasing, leasing, or renting~~ of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) architectural and engineering (A/E) services, (4) social services, and (5) other services from any responsible and responsive sources.

C. Exclusions

This policy does not govern the following areas:

1. Administrative fees earned under the Section 8 Housing Choice Voucher Program;

2. Award of vouchers under the Section 8 Housing Choice Voucher Program;

3. Execution of landlord Housing Assistance Payments contracts under the Section 8 Housing Choice Voucher that program;

4. Non-program income (e.g., fee-for-services revenue under 24 CFR Part 990);

5. Monies provided by the State Legislature for a specific contractor, vendor, or purpose (e.g., Grant in Aid funds);

6. State Homeless Programs established under chapter 356D, Hawaii Revised Statutes (HRS) and funded by the State or local government

These excluded areas are subject to applicable State and local requirements and may be subject to additional requirements of the specific funding source.

D. Laws and Regulations

The HPHA shall comply with all applicable Federal, State and local laws on procurement including, but not limited to the following regulations and any statutory or regulatory or rule references made therein:

- Chapter 103D, Hawaii Revised Statutes, The Procurement Code
- Chapter 103F, Hawaii Revised Statutes, Purchase of Health and Human Services
- Part 85 of Title 24 of the Code of Federal Regulations (24 CFR), Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments.
- 24 CFR Part 135, Economic Opportunities for Low-and Very-Low Income Persons
- 24 CFR Part 943 PHA Consortia and Joint Ventures
- 24 CFR Part 963 Public Housing, Contracting with Resident Owned Businesses

- 24 CFR Par 965 PHA Owned or Leased Projects
- 24 CFR Part 968, Public Housing Modernization
- 24 CFR Part 990, The Public Housing Operating Fund Program

Recommended language from the AGs Office

In cases where the Federal ~~standards~~ procurement requirements are stricter than State or local law, the HPHA will comply with the applicable Federal law and rules. If State law is stricter than the Federal standards, the HPHA will comply with the State law and rules. In cases where the Administrator of the State Procurement Office has granted an exemption in writing to stricter State requirements, the HPHA will comply with the Federal laws and rules for procurements using Federal funds. Additional guidance on dealing with State rules governing procurement shall be handled as detailed in HUD Handbook 7460.8, Rev 2.

Proposed change for clarification

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall~~,~~ automatically supersede this Policy. ~~to the extent inconsistent with this Policy automatically supersede this Policy~~. Changes to State and local procurement rules may also be implemented under procurement circular, directive, administrative rule issued by the State's Governor, Comptroller, or the State Procurement Office.

E. Public Access to Procurement Information

Procurement information shall be a matter of public record to the extent provided in Chapter 92F, HRS, Uniform Information Practices Act and shall be available to the public as provided in that statute.

II. ETHICS IN PUBLIC CONTRACTING

A. General

Every employee, officer and Board or Directors (Board) member is expected to adhere to the highest standards of ethical behavior when acting on behalf of the HPHA. Said persons should avoid conflicts between their duties to HPHA and their own personal interests. The HPHA shall adhere to a code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. The HPHA's Standards of Conduct is consistent with applicable Federal, State or local law. Non-compliance with the HPHA's policy on Standards of Conduct may result in disciplinary action, ~~which may include~~ including, without limitation, termination of employment or removal from the HPHA Board of Directors.

Recommended language from the AGs Office

The following is a general overview of the HPHA's Standards of Conduct (adopted 12/18/03) and the provisions are not exhaustive. In the event the HPHA's Standards of Conduct is modified or a new Standard is adopted, the revised Standard shall supersede the policy summarized herein.

B. Conflict of Interest

No employee, officer, Board member, or agent of the HPHA shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below was a financial or any type of interest in a firm competing for the award:

1. An employee, officer, Board member, or agent involved in making the award;

2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);

3. His/her partner; or

4. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above relatives.

C. Gratuities, Kickbacks, and Use of Confidential Information

Recommended language from the AGs Office to note the change in the law.

No employee, officer, Board member, or agent shall ask for or accept gratuities, favors, or items of more than $25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain. This paragraph shall not prohibit the HPHA from receiving any property by gift, grant, devise, bequest, or otherwise from any source, as set forth in Act 148, Session Laws of Hawaii 2013, provided that such action(s) are allowed by Federal law or regulations.

D. Prohibition Against Contingent Fees

Contractors wanting to do business with the HPHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for a bona fide established commercial selling agency.

III. PROCUREMENT AUTHORITY AND ADMINISTRATION

A. Delegation of Contracting Authority

Recommended language from the AGs Office and clarification from SPO.

Other than approval of this Policy, approval by the Board of Directors is not required for any procurement action, as permitted under Federal, State and local law. It is the responsibility of the Executive Director to ~~ensure~~ provide that all procurement actions are conducted in accordance with the policies contained herein. All references to the HPHA herein shall mean to include the Executive Director and his/her designated

representative. With the adoption of this Policy, the Executive Director shall be considered the Procurement Officer for the HPHA.

While the Executive Director is responsible for ~~ensuring~~ providing that the HPHA's procurements comply with this Policy, the Executive Director may delegate all necessary and appropriate procurement authority as is necessary and appropriate to conduct business of the HPHA. Each contract or purchasing action ~~that~~ which obligates the HPHA to pay a contractor or vendor must be signed or otherwise authorized by an individual ~~to whom~~ who is ~~the HPHA has~~ expressly ~~delegated the authority~~ authorized by the HPHA to make such an obligation.

With the adoption of this Policy, the Executive Director delegates all procurement authority as is necessary to conduct business of the HPHA to the Procurement Officer, regardless of the source of funds and dollar amount. The Executive Director also authorizes the Procurement Officer to make further delegations of procurement authority up to the small purchase threshold as established by Federal, State or local laws, whichever is lower. The Procurement Officer shall execute secondary delegations only with the written approval of the Executive Director. In the absence of a Procurement Officer, the Executive Director may delegate procurement authority to another Manager who is adequately trained and experienced in executing procurements in compliance with State and Federal regulations.

Proposed change for clarification

The Executive Director also delegates authority as necessary to the HPHA's Contract and Procurement Officer to approve and execute requests to the State Procurement Office, including, ~~but not limited~~ without limitation, the following:

SPO-001	Notice and Request for Sole Source
SPO-001B	Notice of Amendment to Sole Source Contract
SPO-002	Emergency Procurement Request
SPO-003	Request for Extension on Time on Contracts
SPO-005	SPO Price List Purchase Exemptions
SPO-005A	Request for Authorization to Purchase Outside the Price List for Statewide Publication of Public Notice
SPO-007	Notice of and Request for Exemption From Chapter 103D, HRS
SPO-007B	Notice of Amendment to Exemption From Chapter 103D, HRS
SPO-011	Inquiries on Chapter 103D, HRS and/or Administrative Rules
SPO-015	Request for an Alternative Procurement
~~SPO-16~~	~~Procurement Violation~~
SPO-018	Procurement Services Request
SPO-018A	Request for Review Services
SPO-H-300	Request for After-the-Fact Secondary Purchase
SPO-H-600	Request for Crisis Purchase of Service
SPO-H-805	Response to Request for Clarification
SPO-H-807	Response to Formal Protest
Report on Planned Purchases for Health and Human Services	

Proposed change by staff.

Per § 3-121-16(c) HAR

The delegation of authority by the Executive Director to a Procurement Officer is limited by and subject to chapter 103D, HRS and its implementing rules.

This delegation is intended to include all future revisions to the list above by the State Procurem ent Office, the Department of Accounting and General Services and the State Comptroller.

B. Procurement Administration

The Executive Director or his/her designee shall:

Proposed change by staff

1. ~~Ensure that~~ Submit this Procurement Policy and any later policy changes ~~shall be submitted~~ to the Board of Directors for approval. Revisions for grammar, style or formatting shall not require Board approval.

2. Establish operational procedures (such as a procurement manual or standard procedures) to implement this procurement Policy.

3. Establish a system of sanctions for violations of the ethical standards described in Section II above, consistent with Federal, State or local law.

C. Procurement Planning

Proposed change for clarification

The HPHA recognizes that advanced planning is essential to managing the procurement function properly. Hence, the HPHA will periodically review its record of prior purchases, as well as future needs, to: find patterns of procurement actions that could be performed more efficiently or economically; maximize competition and competitive pricing among contracts and decrease the HPHA's procurement costs; reduce administrative costs; provide that supplies and services are obtained without any need for re-procurement including, without limitation, ~~(e.g.,~~ resolving bid protests~~)~~; and minimizing errors that occur when there is inadequate lead time. Consideration should be given to the storage, security, and handling requirements when planning the most appropriate purchasing actions.

Prior to the start of each fiscal year, each Branch shall submit an advance procurement plan to the Executive Director and his/her designated representative.

D. Funding Availability

Recommended language from the AGs Office

Before initiating any contract, the HPHA shall ~~ensure~~ determine that there are sufficient funds available to cover the anticipated cost of the contract or modification. Any employee, officer, or Board member who negotiates and enters into a verbal or written unauthorized commitment of HPHA funds may be subject to disciplinary action and/or sanctions as allowable under Federal, State, or local law.

Per revised HAR, 3-122-149(e) as discussed with SPO.

A multi-term contract may be entered into for any period of time deemed to be in the best interest of the State and requires the written approval of the HOPA. ~~Contracts that include multi-year funding require approval of the Director of the Department of Human Services.~~ The HPHA shall comply with all requirements of the Governor's budget execution policies unless provided specific written exemption or delegated authority.

E. Staff Qualifications and Training

The HPHA's Procurement staff shall be required to meet minimum standards for education and procurement experience.

Recommended language from the AGs Office

The HPHA shall establish training and experience standards for its procurement positions. The Procurement Officer shall periodically review the HPHA's procurement operations to ~~ensure~~ verify that personnel meet those standards. Procurement staff shall be required to attend annual training to keep abreast of current regulations governing procurement. Staff who are not adequately trained shall not be allowed to handle procurements independently.

IV. PURCHASING METHODS

A. Petty Cash Purchases

Recommended language from the AGs Office

Purchases under $25 may be handled through the use of a petty cash account. Petty Cash Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one month). For all Petty Cash Accounts, the HPHA shall ~~ensure~~ verify that security is maintained and only authorized individuals have access to the account. These accounts should be reconciled and replenished periodically. The HPHA's Fiscal Office shall be responsible for the security and maintenance of the petty cash account.

B. Small Purchases Procedures

Per revised HRS,§103D and HUD regulations.

For any amounts above the Petty Cash ceiling, but less than ~~not exceeding $50,000~~ $100,000 (goods/services/construction), the HPHA may use small purchase procedures for State or federally funded procurements. The HPHA may use small purchase procedures for construction procurements if the entire procurement is State funded and the total amount of the procurement is less than $250,000.

Under small purchase procedures, the HPHA shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than $2,000 also known as Micro Purchases only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Time permitting, the HPHA shall: 1) obtain a reasonable number of quotes for Micro Purchases more than $2,000;

or 2) document that the proposed purchase price is reasonable based on past purchases or catalog sales.

Quotes may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the qualified vendor that provides the best value to the HPHA. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file.

The HPHA shall be allowed to purchase its requirements from price or vendor lists issued by the State Procurement Office that are in compliance with these Policies.

The HPHA shall not breakdown requirements aggregating more than the small purchase threshold (or Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to 1) permit the use of the small purchase procedures or 2) avoid any requirements that applies to purchases that exceed the Micro Purchase threshold.

The establishment of this policy on small purchases is intended to incorporate future revisions issued by the State Procurement Office regarding policies governing small purchases. If there is a direct conflict between future revisions and any federal laws, rules, and regulations, the federal laws, rules and regulations shall prevail for purchases executed with federal funds.

In the event the State Procurement Office grants a written exemption to the small purchase threshold, the Procurement Officer shall be responsible to determine the appropriate method of procurement. The HPHA shall comply with any restrictions to the exemption as issued by the State Procurement Office.

C. Sealed Bids

Sealed bidding shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals, as these terms are defined in this document. Under sealed bids, the HPHA publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all material terms and conditions of the Invitation for Bids (IFB) is the lowest in price. Sealed bidding is the preferred method of procuring construction, supply, and non-complex service contracts that are expected to exceed $50,000.

1. Conditions for Using Sealed Bids

The HPHA shall use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, specifications or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded

based on a firm fixed price; and the selection of the successful bidder can be made principally on the lowest price.

The following contracts shall not be solicited under the sealed bid method: 1) Professional Services; 2) Health and Human Services; 3) Design-Build Construction projects; and 4) any other contract where a complete statement of work or specification cannot be established prior to solicitation.

2. Solicitation and Receipt of Bids

An IFB is issued with the specifications and all contractual terms and conditions applicable to the procurement, and a statement that an award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and public bid opening. All bids received will be date and time-stamped and stored unopened in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.

3. Pre-Bid Conference

After an IFB is issued and before bids are due, the HPHA may conduct a pre-bid conference to discuss the project's requirements. Notice of any scheduled conference shall be included in the IFB. A written summary of the conference must be made available to anyone requesting it. Any changes to a solicitation shall be issued under an addendum.

Attendance, while desirable, should not be mandatory and non-attendees should not be deemed non-responsive. To impose a requirement to attend a pre-bid conference could unnecessarily limit competition.

Per HUD Handbook 7460.8 Rev. 2

For all construction projects, the HPHA must hold a pre-bid conference. ~~For State funded construction projects~~, However, the HPHA may not require mandatory attendance by interested offerors. ~~if stated in the public notice and prominently listed in the solicitation.~~

4. Bid Opening and Award

Sealed bids shall be opened publicly. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB.

If only one responsible bid is received from a responsible bidder, award shall not be made unless the price can be determined to be reasonable, based on a

cost or price analysis and shall be subject to conditions governing non-competitive proposals.

Bid prices that exceed the independent cost estimate or available funds are not open to negotiation. The HPHA shall handle the reduction of base bid offers through the inclusion of deductive alternates or value engineering when it is in the best interests of the State. Unless specific written approval or statutory authority is provided, no bid price should be negotiated after bid opening.

5. Mistakes in Bids.

Correction or withdrawal of bids is permitted, where appropriate, before bid opening by written, or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening.

After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake and the bid price actually intended. A low bidder alleging a non-judgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of a bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Procurement Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interests of the HPHA or fair competition shall not be permitted.

D. Competitive Sealed Proposals

Unlike sealed bidding, the competitive proposal method permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the HPHA, considering price and other factors (e.g., technical expertise, past experience, quality of proposed staffing, etc.) set in the solicitation and not solely the lowest price.

Proposed change for clarification based on distinction in State rules.

1. Conditions for Use

Where conditions are not appropriate for the use of sealed bidding competitive proposals may be used. Competitive proposals, excluding those made under §103D-304(a), Hawaii Revised Statutes, are the preferred method for procuring professional services that will exceed the small purchase threshold.

2. Form of Solicitation

Proposed change for clarification

Other than Architect/Engineering (A/E) services, competitive proposals shall be solicited through the issuance of a Request for Proposals (RFP). The RFP shall clearly identify the important and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued.

Proposals shall be handled so as to prevent disclosure of the number of offerors, identify the offerors, and the contents of their proposals until after award. The HPHA may assign a price specific weight in the evaluation criteria. The HPHA may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.

3. Evaluation

The proposal shall be evaluated only on the criteria stated in the RFP. Where not apparent from the evaluation criteria, the HPHA shall establish an Evaluation Plan for each RFP. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.

Generally, all RFPs shall be evaluated by an appropriately appointed Evaluation Committee. A copy of the document identifying any committee members and any subsequent changes thereto must be placed in the contract files. The Evaluation Committee shall consist of at least three governmental employees with sufficient qualifications in the area of the goods, services or construction to be procured. The Evaluation Committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement.

Recommended HUD Handbook 7460.8 Rev. 2

For the review of proposals, evaluation criteria need to be supported with written justification for the scores provided by each reviewer. Rating sheets must include written comments which demonstrate that the evaluator has actually read and reviewed the proposals, submittals and/or professional qualifications.

4. ~~Negotiations~~Discussions

Moved from 4th paragraph for clarity; Changed "Negotiations" to "Discussions"

When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. ~~Negotiations~~ Discussions shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors

specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for ~~negotiation~~ discussion and revision of their proposals.

No offeror shall be given any information about any other offerors proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on ~~negotiations~~discussions.

~~Negotiations~~ Discussions are exchanges (in either competitive or sole source environment) between the HPHA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract.

~~When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions.~~ Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary object of discussions is to maximize the HPHA's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation.

Recommended language from the AGs Office

The Procurement Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are ~~a matter~~ within the discretion of the Procurement Officer~~'s judgment~~. The contracting officer may inform an offeror that its price is considered by the HPHA to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the governments price analysis, market research, and other reviews have identified as reasonable.

Auctioning (revealing one offerors price in an attempt to get another offeror to lower their price) is strictly prohibited.

5. Award

After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the HPHA

provided that the price is within the maximum total project budgeted amount established for the specific property or activity.

6. A/E Services

Proposed change for clarification

The HPHA must contract for A/E services using Qualifications Based Selection (QBS) procedures, utilizing a Request for Qualifications (RFQ). Sealed bidding shall not be used for A/E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. If service are funded with Federal funds, QBS procedures shall not be used to purchase other types of services, though architectural/engineering firms are potential sources.

E. Requests for Qualifications

The QBS method is conducted using an RFQ. Under the QBS method, the HPHA shall select the highest ranked respondent on technical factors and then negotiate price.

The QBS methods can only be used for A/E services or developer's related contracts, or when specifically authorized by HUD. The QBS method cannot be used to contract for other services that may be provided by an A/E firm unless specifically authorized.

1. Evaluation Factors

Recommended by SPO to comply with 103D-304

The following factors are recommended for modernization contracts:

a. Experience and professional qualifications relevant to the project type;
b. Past performance in terms of cost control, quality of work, and compliance with performance scheduled;
c. Capability to provide services in a timely manner;
d. Evidence of the A/E's or firm's ability to perform the work;
e. Evidence that the A/E is registered in the State and carries Errors and Omissions insurance;
f. Demonstrated knowledge of local building codes and Federal building alteration requirements; and
g. Other factors determined to be important to HPHA.

Recommended by HUD staff

For the review of professional qualifications, evaluation criteria need to be supported with written justification for the scores provided by each reviewer. Rating sheets must include written comments which demonstrate that the evaluator has actually read and reviewed the proposals, submittals and/or professional qualifications.

2. Inadequate Response to Solicitation

Recommended by SPO

If the HPHA received fewer than three proposals for contracts above the small purchase threshold, the HPHA will analyze and document the reasons for the inadequate response. The HPHA may either reject the proposals and issue a revised solicitation or the HPHA may proceed to evaluate the proposals as deemed appropriate and with the written approval of a procurement exemption by the State Procurement Office.

F. Noncompetitive Proposals

1. Conditions for Use

Procurement by noncompetitive proposals (sole-source) may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

a. The item is available only from a single source, based on a good faith review of available sources;
b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the HPHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;
c. The State Procurement Office and HUD authorizes the use of noncompetitive proposals. (HUD approval is not required for State-funded procurements.); or
d. After solicitation of a number of sources, competition is determined inadequate, or only one offeror responds. This condition does not apply to procurements using State funds.

For clarification based on HUD Handbook 7460.8 Rev. 2

As in all procurements, the HPHA must first prepare an independent cost estimate prior to the solicitation. The independent cost estimate is used to establish a reasonable range and for verification that funds are available to fund the procurement. Because there is no price competition, a cost analysis is required and the price must be determined to be reasonable. During the cost analysis, the price proposal would need to be compared with the independent cost estimate and other relevant factors.

Approval to award a contract resulting from a noncompetitive proposal does not eliminate or alter any other requirements governing the contract.

2. Justification

Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Chief Procurement Officer. Poor planning or lack of planning is not justification for emergency or sole-source procurements.

The justification, to be included in the procurement file, should include the following information:

a. Description of the requirement;
b. History of prior purchases and their nature (competitive vs. noncompetitive);
c. The specific exception in 24 CFR 85.36(d)(4)(i)(A) through (D) which applies (for federally funded procurements only);
d. Statement as to the unique circumstances that require award by noncompetitive proposals;
e. Description of the efforts made to find competitive sources including, without limitation (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);
f. Statement as to efforts that will be taken in the future to promote competition for the requirement;
g. Signature by the Chief Procurement Officer; and
h. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

Recommended language from the AGs Office

G. Cooperative Purchasing/Intergovernmental Agreements

The HPHA may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions.

The HPHA may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with 24 CFR 85.36.

V. INDEPENDENT COST ESTIMATE

For all purchases above the micro purchase threshold, the HPHA shall prepare an independent cost estimate (ICE) prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

The contracting office is responsible for the preparation of the ICE, and may obtain assistance from other personnel (e.g., the end user, or budget and finance) are usually involved and may actually do most of the preparation. The HPHA may develop the ICE using its own employees, outside parties (e.g., consultants), or a combination of the two. If any outside party (whether compensated or not) assists in developing the ICE, the HPHA shall take appropriate steps to ~~ensure~~provide that organizational conflicts of interest are avoided and that an outside party does not obtain any competitive advantage from its advance knowledge of the HPHA's cost estimate.

For purchases above $2,000 but less than the HPHA's small purchase threshold, documentation will be kept to a minimum. The ICE may be based on prior purchases, commercial catalogs, or detailed analyses (e.g., purchases for services).

Recommended language from the AGs Office

For purchases above the HPHA's small purchase threshold, the level of detail will vary but should be commensurate with the size (i.e., dollar value), complexity, and commercial nature of the requirement. ICEs will normally be broken out into major categories of cost including, without limitation, ~~(~~e.g., labor, materials, and other direct costs such as travel, overhead, and profit~~)~~. Commercially available products and services may require less detail as the marketplace tends to provide current reliable pricing information for commercially available products; HPHA may also not need to break out components. Non-commercial type requirements, and work designed specifically for the HPHA, will require much more extensive estimation and a detailed ICE.

The ICE will serve as the primary in-house gauge of cost and price reasonableness, but may not be relied upon to the exclusion of other sources of pricing information. Market conditions may fluctuate between the time the ICE is prepared and the receipt of offers. For example, materials or labor costs may have increased or decreased. If a significant period of time has elapsed, or the HPHA knows that certain market conditions have changed, the Procurement Officer may request that an updated ICE be prepared to use in evaluating offers.

VI. COST AND PRICE ANALYSIS

The HPHA shall require assurances that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

A. Petty Cash and Micro Purchases

No formal cost or price analysis is required. Rather, the execution of a contract by the Procurement Officer (through a Purchase Order or other means) shall serve as the Procurement Officer's determination that the price obtained is reasonable, which may be based on prior experience or other factors.

B. Small Purchases

A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes is not obtained to establish reasonableness through price competition, the requisitioner shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

C. Sealed Bids

Recommended language from the AGs Office

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the HPHA cannot reasonably determine price reasonableness, the HPHA must conduct a cost analysis, consistent with federal guidelines, to ~~ensure~~ determine that the price paid is reasonable.

D. Competitive Proposals

Recommended language from the AGs Office

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient proposals are not received, the HPHA must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the HPHA must conduct a cost analysis, consistent with Federal guidelines, to ~~ensure~~ determine that the price paid is reasonable.

E. Contract Modifications

A cost analysis, consistent with federal guidelines, will be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of $50,000.

VII. SOLICITATION AND ADVERTISING

A. Method of Solicitation

1. Petty Cash and Micro Purchases. The HPHA may contact only one source, if the price is considered reasonable.

2. Small Purchases. Quotes may be solicited orally, through fax, or by any other reasonable method.

3. Sealed Bids and Competitive Proposals. Solicitation must be done publicly. The HPHA must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.

   a. Advertising in newspapers or other print mediums of local or general circulations. Advertisements in local newspapers should be published in the local newspaper where the service or construction is to be delivered.
   b. Advertising in various trade journals or publications (for construction).
   c. E-Procurement. The HPHA may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with 24 CFR 85.36, State and local requirements, and the HPHA's procurement policy.

B. Time Frame

For purchases of more than $50,000, the public notice in the form of paid advertisements should run not less than once each week for two consecutive weeks.

C. Form

Revised for consistency with HAR 3-122-16.03

Notices/advertisements should state, at a minimum, where and when the solicitation will be available and a phone number or email address where interested parties may request a copy, the place, date, and time that the bids or proposals are due, the solicitation number, a contact who can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

D. Time Period for Submission of Bids/Proposals

Revised for consistency with HAR 3-122-16.02

A minimum of ~~30~~ 12 days shall generally be provided for preparation and submission of sealed bids from the date of the public notice of the solicitation and the date set for receipt of offers. A minimum of ~~15~~ 32 calendar days shall be provided for preparation and submission of competitive proposals, unless the procurement officer makes a written determination that a shorter time period will provide adequate competition. For construction, including design build, a minimum of 17 calendar days shall be provided from the date of the pre-bid conference and the date set for the receipt of offers. However, the Executive Director/Chief Procurement Officer may

allow for a shorter period under extraordinary circumstances and/or when it has been determined that the HPHA would still receive adequate competition under a shorter notice. A copy of the Executive Director's written determination shall be maintained in the contract file.

E. Cancellation of Solicitations

Recommended language from the AGs Office

1. An IFB, RFP, or other solicitation may be cancelled before bids/offers are due if:
   a. The supplies, services or construction is no longer required;
   b. The funds are no longer available;
   c. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
   d. ~~Other similar reasons.~~ For good cause of a similar nature when it is in the best interest of the HPHA.

2. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:
   a. The supplies or services (including construction) are no longer required;
   b. Ambiguous or otherwise inadequate specifications were part of the solicitation;
   c. All factors of significance to the HPHA were not considered;
   d. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
   e. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
   f. For good cause of a similar nature when it is in the best interest of the HPHA.

3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.

4. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.

5. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the HPHA's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Procurement Officer may cancel the solicitation and either:
   a. Re-solicit using an RFP; or
   b. Complete the procurement by using the competitive proposal method. The Procurement Officer must determine, in writing, that such action is appropriate, must inform all bidders of the HPHA's intent to ~~negotiate~~

Changed "Negotiations" to "Discussions"

enter into discussions with bidders, and must give each bidder a reasonable opportunity to ~~negotiate~~ enter into discussions.

Revised for clarification

6. If problems are found with the specifications, HPHA ~~should~~ shall cancel the solicitation, revise the specifications and resolicit using an IFB.

F. Credit (or Purchasing) Cards

Credit card usage should follow the rules for all other small purchases. For example, the Procurement Officer may use a credit card for micro purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the micro purchase level, the Procurement Officer would generally need to have obtained a reasonable number of quotes before purchasing via a credit card.

When using credit cards, the HPHA will adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards). The use and administration of the HPHA's purchasing card program is subject to policies issued by the State Procurement Office.

G. Emergency Purchasing Card (pCard)

The HPHA shall obtain an emergency pcard under the State of Hawaii Purchasing Card program. The emergency pcard shall be used only upon the issuance of the Governor's emergency proclamation. Such emergencies may include those that seriously threaten the public health, welfare or safety of persons or property as determined by the Governor.

The HPHA shall adopt reasonable safeguards to assure that the emergency pcard is used only for its intended purposes.

VIII. BONDING REQUIREMENTS

The standards under this section apply to construction contracts that exceed $50,000. There are no bonding requirements for small purchases or for competitive proposals for non-construction contracts. The HPHA may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bonds. Use of performance bonds with State funded non-construction contracts requires prior written approval by the ~~State Procurement Office~~ HOPA. ~~There are no requirements for bid, payment or performance bonds for small purchases.~~

Per SPO this is delegated to HOPA

1. Bid Bonds

Per HUD Handbook No. 7460.8 Rev. 2

For construction contracts exceeding ~~$50,000~~ $100,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.

2. Payment Bonds

For construction contracts exceeding, $50,000 the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four:

a. A performance bond and a payment bond both in a penal sum of 100% of the contract price; or
b. Separate performance and payment bonds, each for 50 % or more of the contract price.;

Per AG recommendation

~~or~~
~~c. A 20 % cash escrow; or~~
~~d. A 25 % irrevocable letter of credit~~.

These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

Per HUD Handbook No. 7460.8 Rev. 2

For bids and contracts that include bond requirements, the HPHA shall determine that all bonds are issued by an acceptable surety (bonding) company. All active files for federally funded contracts must contain a copy of the most recently published U.S. Treasury Circular 570.

IX. CONTRACTOR QUALIFICATIONS AND DUTIES

A. Contractor Responsibility

The HPHA shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidders/offerors existing commercial and governmental business commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,

Proposed change for clarification

7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation (LDP).

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

In no instance shall the Executive Director seek an exemption from the State Procurement Office or HUD to contract with a non-responsible offeror.

B. Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

C. Vendor Lists

All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to provide ~~ensure~~ competition.

X. DETERMINING RESPONSIBILITY

Excerpted from HUD Handbook 7460.8 Rev. 2

Any request for approval of a contract award must include an affirmative statement that the offeror was determine responsible and that HPHA's evaluation included a review of the offeror's financial capabilities, past performance and experience, satisfactory record of integrity and business ethics, equipment and facilities, and eligibility to receive federal funds.

A. Researching Responsibility. The Contracting Officer will need to conduct research to determine that a prospective contractor is responsible. The size and complexity of the contract, the degree of prior experience of the PHA or the Contracting Officer with the offeror, and the extent to which the PHA, with appropriate approvals, can cancel the contract and install a replacement vendor will all influence the extent of research required. Only that information deemed necessary to determine the offeror's responsibility should be requested, obtained, and reviewed. Some methods include:

1. **Financial Capability**. Obtain financial information and credit bureau reports; require the offeror to provide information on and then verify their lines of

credit and account balances with the financial institution officer servicing their account;

2. **Compliance with Delivery and Performance Schedules**. Request information on all other active contracts the offeror is performing and verify their status with those buyers;

3. **Performance Record**. Require offerors to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable. Inquire of past customers whether or not they would contract with the offeror again and why. Research the offeror's performance history with the PHA;

4. **Integrity and Business Ethics**. Contact the offeror's previous and current customers to verify their dealings with the offeror. Check with the local Better Business Bureau, local offices of Code Compliance and Business Licenses, or other regulatory agencies for business ethics record and compliance with public policy. Verify the offeror's compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;

5. **Necessary Organization, Experience, Accounting and Operational Controls, and Technical Skills**. Verify experience with other customers. Request copies of any audits. Verify that necessary personnel will be available to work on the PHA's contract;

6. **Necessary Production, Construction, and Technical Equipment and Facilities**. Request evidence that the offeror has all the equipment and facilities he/she will need or the capability to obtain them. Visit the offeror's place of business or other job sites to verify equipment and facilities. Contact equipment dealers and/or facility owners from whom the offeror indicates that he/she will rent or lease equipment or space; and

7. **Eligible to Receive a PHA Contract**. Verify that the offeror has not been suspended, debarred or is under a HUD LDP.

B. Responsible at Time of Award. Bidders/offerors must be determined to be responsible at the time of award. For sealed bidding this means at the point where the low, responsive bidder has been determined. For the competitive proposal method, this means after the successful offeror has been selected for award. Bidders/offerors may be afforded the opportunity to provide acceptable evidence of their ability to meet the stated requirements after bid opening (sealed bidding) or contractor selection (competitive proposal method) in accordance with the PHA's written procurement policy and procedures and applicable State or local law or regulation. The Contracting Officer must clearly indicate to potential bidders/offerors the time frame in which they are required to submit evidence that they meet the above requirements.

XI. DETERMINING RESPONSIVENESS

The HPHA shall not award any contract unless it has been determined that a bid offer is responsive. To be considered responsive, a bid must conform to the material requirements of the IFB. Bid offers may be deemed non-responsive for the following:

1. Unless specifically provided for in the solicitation, multiple or alternate offers shall not be accepted and all such offers shall be rejected.
2. Any offer which is conditioned upon receiving a contract other than is provided for in the solicitation shall be deemed non-responsive and not acceptable.
3. Any offer submitted in response to an invitation for competitive sealed bids which conditioned by proposed changes to the scope of work shall be deemed non-responsive.
4. Any offer submitted via facsimile machine, electronic mail, or through an electronic procurement system shall be acceptable only when specifically allowed in the invitation for bids or request for proposal and for a purchase below the small purchase threshold.

Minor informalities are not grounds for determining a bid to be non-responsive.

XII. CONTRACT PRICING ARRANGEMENTS

A. Contract Types

Any type of contract which is appropriate to the procurement and which will promote the best interests of the HPHA may be used, provided that the cost -plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and the HPHA.

For all cost reimbursement contracts, HPHA must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

B. Options

Options for additional quantities or performance periods may be included in contracts, provided that:

Recommended language from the AGs Office

1. The option is contained in the solicitation;
2. The option is a unilateral right of <u>and reserved by</u> the HPHA;
3. The contract states a limit on the additional quantities and the overall term of the contract;
4. The options are evaluated as part of the initial competition;

5. The contract states the period within which the options may be exercised;
6. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
7. The options may be exercised only if determined to be more advantageous to HPHA than conducting a new procurement.

C. Employment Contracts

Employment contracts are part of the personnel process and are subject to those rules and regulations. Independent services contract, where there is no employer-employee relationship, is considered a procurement action and subject to applicable procurement rules.

XIII. CONTRACT CLAUSES

Recommended language from the AGs Office

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the HPHA and the Department of the Attorney General. For construction contracts, the HPHA shall attach the current dated HPHA General Conditions ~~dated 9/11/03, or any subsequent revised general conditions~~.

Additionally, for public housing procurements, the forms HUD-5369, 5369-A, 5369-B, 5369, 5370, 5370-C, and 51915-A , which contain all HUD-required clauses and certifications for contracts of more than $50,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by the HPHA.

XIV. CONTRACT ADMINISTRATION

The HPHA shall maintain a system of contract administration designed to ~~ensure~~ provide that contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters.

For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18 and the Hawaii Administrative Rules.

The HPHA shall establish systems for ensuring that the items required by contract are received in accordance with contract terms. Payment shall be processed promptly once goods and/or services are received. No payments shall be processed without adequate verification that goods and services are satisfactorily received.

with the appropriate Contract Administrator Officer. If the informal bid protest cannot be resolved by the Contract Administrator, the party filing the protest may appeal to the Procurement Officer.

C. Formal Appeals Procedure

A formal appeals procedure shall be established for solicitations/contracts of more than $50,000.

Revised for clarification.

1. ~~Bid~~ Protest

Revised per §103D-701, HRS per SPO

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ~~ten (10) calendar~~ five (5) working days after the contractor receives notice of the contract award, or the protest will not be considered. All protests shall be in writing, submitted to the Procurement Officer or designee, who shall issue a written decision on the matter.

Recommended language from the AGs Office and SPO. Use of more restrictive language applied.

The Procurement Officer shall ~~may, at his/her discretion~~, suspend the procurement pending resolution of the protest ~~if the facts presented so warrant~~. ~~For State funded procurements~~ ~~,~~ Written approval by the State Procurement Office Administrator ~~is~~ shall be required in order to proceed to contract.

2. Contractor Claims

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Procurement Officer for a written decision. The contractor may request a conference on the claim. The Procurement Officer's decision shall inform the contractor of its appeal rights to the next higher level of authority in HPHA. Contractor claims shall be governed by the Changes clause in the form HUD-5370.

XVII. ASSISTANCE TO SMALL AND OTHER BUSINESSES

A. Required Efforts

Proposed change for clarification

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ~~ensure~~ provide that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the HPHA project are used when possible. Such efforts shall include, ~~but shall not be limited to~~ without limitation:

1. Including such firms, when qualified, on solicitation mailing lists;

2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

6. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

7. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above. Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in HPHA prime contracts and subcontracting opportunities.

B. Definitions

1. A small business is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size.

Recommended language from the AGs Office

2. A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, ~~but are not limited to~~ without limitation, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

3. A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

4. A Section 3 business concern is as defined under 24 CFR Part 135.

Proposed change for clarification

5. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the Department of Labor (DOL) in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

XVIII. DOCUMENTATION

Recommended language from the AGs Office

The HPHA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, ~~but shall not necessarily be limited to,~~ without limitation, the following:

1. Rationale for the method of procurement (if not self-evident);
2. Rationale of contract pricing arrangement (also if not self-evident);
3. Reason for accepting or rejecting the bids or offers;
4. Basis for the contract price (as prescribed in this handbook);
5. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
6. Basis for contract modifications; and
7. Related contract administration actions.

Proposed change for clarification

The level of documentation should be commensurate with the value of the procurement. In general, records are to be retained for a period of three (3) years after final payment and all matters pertaining to the contact are closed. Each Contract Administrator shall be responsible to confirm the record retention requirements for their specific funding source.

Reviewed by the Executive Director
October 10, 2013

FOR ACTION

MOTION: To Adopt Further Amendments to following sections of Chapter 17-2028 "Federally-Assisted Housing Projects", Hawaii Administrative Rules previously adopted by the Board:

Section 17-2028-21 [Placement of applicant on waiting list];

Section 17-2028-22(a)(1)(D) [Eligibility for admission and participation - not have an outstanding liability];

Section 17-2028-22(a)(1)(E) [Eligibility for admission and participation – providing social security numbers for all family members];

Section 17-2028-22(a)(1)(G) [Eligibility for admission and participation - not have been evicted from assisted housing by reason of drug-related criminal activity];

Section 17-2028-22(a)(1)(J) [Eligibility for admission and participation – not currently or during a three year period preceding ...be engaged in drug related criminal activity or violent criminal activity or other criminal activity];

Section 17-2028-22(a)(1)(M) [Eligibility for admission and participation – not have a record of conduct or behavior];

Section 17-2028-22(a)(1)(N) [Eligibility for admission and participation – disclose tobacco use];

Section 17-2028-22(b) [Eligibility for admission and participation – applicant's past performance in meeting financial obligations];

Section 17-2028-23(b) [Placement of applicant on waiting list];

Section 17-2028-32 [Income Targeting];

Section 17-2028-34(a) [Local Preferences – priority groups];

Section 17-2028-36(a) [Waiting List];

Section 17-2028-59(b)(6) [Rental agreement termination – fails to disclose use];

Section 17-2028-59(b)(9) [Rental agreement termination – has been convicted of a felony]; and

Section 17-2028-92(b)(7)(B) [Pet fees];

and to Authorize the Executive Director to Undertake All Actions Necessary under Chapter 91, Hawaii Revised Statutes, Administrative Directive No. 09-01, and present them for public hearing

I. FACTS

A. The Hawaii Public Housing Authority (HPHA) Federal Low Income Public Housing (LIPH) inventory is governed by a variety of federal, state, and agency statutes and rules, such as the Code of Federal Regulations (CFR) and Chapter 356D, Hawaii Revised Statutes (HRS).

B. Act 196, Session Laws of Hawaii (SLH) 2005, as amended by Act 180, SLH 2006, separated the housing financing and development functions from the Housing and Community Development Corporation of Hawaii (HCDCH) and created the Hawaii Housing Finance and Development Corporation (HHFDC), and the Hawaii Public Housing Authority (HPHA). Act 196 became effective on July 1, 2006. Act 196 provided that all HCDCH administrative rules would remain in effect until amended.

C. Sections 356D-4, 356D-13 and 356D-98, HRS, authorize the HPHA to adopt administrative rules with the force and effect of law to govern its federal low income public housing inventory.

D. The HPHA has consistently managed the federal LIPH evictions in accordance with Chapter 17-2028 "Federally-Assisted Public Housing Projects", Hawaii Administrative Rules (HAR).

E. In September 2012, February 2013, and April 2013, the Board approved proposed amendments to Chapter 17-2028, HAR, "Federally-Assisted Public Housing Projects. The HPHA subsequently requested the Governor's permission to take the proposed rules to public hearing.

F. Upon review of the proposed amendments to Chapter 17-2028, HAR, "Federally-Assisted Public Housing Projects", the Governor requested that the HPHA revise certain rule sections before the proposed amendments to Chapter 17-2028, HAR, were presented for hearing to the public.

G. Based on the Governor's request for revisions to Chapter 17-2028, HAR, and the Department of the Attorney General's additional comments, the

HPHA staff is recommending that the Board approve additional amendments to Chapter 17-2028, HAR.

H. Once approved by the HPHA Board of Directors, the agency must request permission to take the proposed rules to public hearing from the Governor. The HPHA staff must give thirty days' notice to the public and hold hearings on the Islands of Kauai, Oahu, Maui, and Hawaii.

I. Once the hearing process has been completed, the HPHA must request that the Governor to adopt the Rule and file certified copies with the Office of the Lieutenant Governor.

II. DISCUSSION

A. Section 17-2028-21, HAR [Placement of applicant on waiting list] and Section 17-2028-23, HAR [Notification of eligibility]: Clarifying that all applicants who submit a completed pre-application form will be preliminarily placed on a waiting list, and that the placement on the waiting list shall not be deemed a determination on eligibility or admission, for consistency with HUD guidance.

B. Section 17-2028-22(a)(1)(D), HAR [Eligibility for admission and participation - not have an outstanding liability]: Adding the phrase "or any HUD rental assistance program" to be compliant with federal public housing program rules.

C. Section 17-2028-22(a)(1)(E), HAR [Eligibility for admission and participation – providing social security numbers for all family members]: Removing language limiting the requirement to provide a social security number for all family members to those above six years of age, to be compliant with federal public housing program rules.

D. Section 17-2028-22(a)(1)(G), HAR [Eligibility for admission and participation - not have been evicted from assisted housing by reason of drug-related criminal activity]: Adding the words "supervised drug" before the phrase "rehabilitation program" to be consistent with the CFR.

E. Section 17-2028-22(a)(1)(J), HAR [Eligibility for admission and participation – not currently or during a three year period preceding ...be engaged in drug related criminal activity or violent criminal activity or other criminal activity]: Per the Governor's request, add "involving assault, terroristic threatening, firearms, dangerous weapons, harassment, kidnapping, sexual assault, extortion, forgery, burglary, unauthorized entry into a dwelling, unauthorized entry into motor vehicle, criminal property damage, criminal trespass on public housing property, disorderly conduct, child pornography, and consuming liquor on public housing property,

which is considered as reasonably likely to" after the phrase "other criminal activity".

F. Former section 17-2028-22(a)(1)(M), HAR [Eligibility for admission and participation – not have a record of conduct or behavior]: The Board previously approved adding the additional requirement for federal public housing applicants: "(m) not have a record of conduct or behavior within ten years of the projected date of admission which may be detrimental to the project, its tenants, or employees". The Governor has requested that this provision be deleted.

G. Section 17-2028-22(a)(1)(N), HAR [Eligibility for admission and participation – disclose tobacco use]: Per the Department of the Attorney General, delete the phrase "incidence of".

H. Section 17-2028-22(b), HAR [Eligibility for admission and participation – applicant's past performance in meeting financial obligations]: Per the Governor's request, delete the word "shall" and replace with "may". With this change, the HPHA is not required to consider an applicant's past performance in meeting financial obligations, especially rent, when considering whether to admit the applicant into its federal public housing program.

I. Section 17-2028-32, HAR, [Income Targeting]: Additional subsection added to allow HPHA to count admissions into its Section 8 voucher program to meet the 40% extremely low income targeting requirement, as allowed by 24 CFR § 960.202.

J. Section 17-2028-34(a), [Local Preferences – priority groups]:

- 17-2028-34(a)(2): Clarify language for domestic violence preference to be consistent with the operations of domestic violence programs.

- 17-2028-34(a)(3): The Board previously approved amending the rule to require that a homeless person participate in a "recognized homeless transitional shelter" to qualify for a preference. After further review, HPHA recommends that the rule require that homeless persons receive a preference provided that they are participating in a federally or state funded homeless transitional shelter or program.

- 17-2028-34(a)(4): The Board previously approved amending the rule to provide a preference for "working families." However, following this approval, Act 148 (S.B. No. 82), Session Laws of Hawaii 2013, took effect on July 1, 2013. Part II of Act 148 provides that for both federal and state public housing, "not less than fifty per cent of available units shall be for applicants without preference and up to fifty per cent of

available units shall be for applicants with preference." Based on this recent change in law, it is recommended that the previously approved amendment be deleted.

K. Section 17-2028-36(a) [Waiting List]: Additional language was added to clarify the organization of the geographic waiting lists maintained by the HPHA.

L. Former section 17-2028-59(b)(6) [Rental agreement termination – fails to disclose use]: The Board previously approved amending the rule to allow for termination of tenancy if the tenant "fails to disclose use of marijuana, even if pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013, prior to offer and acceptance of a rental agreement as required in section 17-2028-22". The Department of the Attorney General recommends deletion of this provision.

M. Section 17-2028-59(b)(8) [Rental agreement termination – has been convicted of a felony]: The Board previously approved amending the rule to allow for termination of tenancy if the tenant or family member was convicted of a felony. Per the Governor's request, add the following language after the word "felony": "during the term of the tenancy, and the felony is related to the authority's property or funds, the resident association or tenant association's property or funds, homicide, assault, terroristic threatening, firearms, dangerous weapons, kidnapping, sexual assault, extortion, burglary, unauthorized control of propelled vehicle, and criminal property damage." The proposed revisions will change this from section 17-2028-59(b)(9) to section 17-2028-59(b)(8).

N. Section 17-2028-92(b)(7) [Pet fees]: Additional language was added to clarify that the pet fee is not imposed on the residents of properties for the elderly and persons with disabilities, for consistency with HUD regulations (24 CFR 960.707(b)(1)/5 CFR 318(d)).

O. The proposed amendments in **Attachment A** is the Ramseyer format which includes all changes being proposed, and have been approved by the Department of the Attorney General. New substantive changes are highlighted and new language is bolded. This Ramseyer version (excluding the highlighting, bolding, and strikethroughs) will be presented to the Governor for approval. Provided the Governor approves, the Ramseyer version will be presented at public hearing.

P. The proposed amendments in **Attachment B** is a redline version of the new revisions to Chapter 17-2028, HAR, amendments previously approved by the Board. New language is shown in red and underlined, while deleted text is stricken through in blue. This redline version shows

the original version of the rules, the prior amendments to the rules by the Board, and the proposed new revisions.

Q. Following approval from the Governor to hold public hearings on the proposed amendments, the Executive Director will hold public hearings on the Islands of Kauai, Oahu, Maui, and Hawaii at a date and locations to be determined.

R. Based on testimony received during the public viewing and comment period, the Executive Director will make any non-substantive amendments to the draft amendments to and compilation of the Rule prior to or following the public hearing.

S. After the public hearings, the Executive Director will transmit amendments to and compilation of Chapter 17-2028, HAR, to the Governor for final approval provided that no substantive amendments are made.

III. RECOMMENDATION

That the HPHA Board of Directors Adopt Further Amendments to following sections of Chapter 17-2028 "Federally-Assisted Housing Projects", Hawaii Administrative Rules previously adopted by the Board: Section 17-2028-21 [Placement of applicant on waiting list]; Section 17-2028-22 (a)(1)(D) [Eligibility for admission and participation - not have an outstanding liability]; Section 17-2028-22(a)(1)(E) [Eligibility for admission and participation – providing social security numbers for all family members]; Section 17-2028-22(a)(1)(G) [Eligibility for admission and participation - not have been evicted from assisted housing by reason of drug-related criminal activity]; Section 17-2028-22(a)(1)(J) [Eligibility for admission and participation – not currently or during a three year period preceding ...be engaged in drug related criminal activity or violent criminal activity or other criminal activity]; Section 17-2028-22(a)(1)(M) [Eligibility for admission and participation – not have a record of conduct or behavior]; Section 17-2028-22(a)(1)(N) [Eligibility for admission and participation – disclose tobacco use]; Section 17-2028-22(b) [Eligibility for admission and participation – applicant's past performance in meeting financial obligations]; Section 17-2028-23(b) [Placement of applicant on waiting list]; Section 17-2028-32 [Income Targeting]; Section 17-2028-34(a) [Local Preferences – priority groups]; Section 17-2028-36(a) [Waiting List]; Section 17-2028-59(b)(6) [Rental agreement termination – fails to disclose use]; Section 17-2028-59(b)(9) [Rental agreement termination – has been convicted of a felony]; and Section 17-2028-92(b)(7)(B) [Pet fees]; and to Authorize the Executive Director to Undertake All Actions Necessary under Chapter 91, Hawaii Revised Statutes, Administrative Directive No. 09-01, and present them for public hearing.

Attachment A: Draft changes to Chapter 17-2028, Hawaii Administrative Rules (Ramseyer format)

Attachment B: Redline revisions to proposed amendments to Chapter 17-2028, Hawaii Administrative Rules, previously adopted by the Board. (Redline format)

Prepared by: Kiriko Oishi, Chief Compliance Officer _____

Approved by the Board of Directors
on the date set forth above

_____
David Gierlach
Chairperson

This is the RAMSEYER version of the proposed amendments to HAR Chapter 17-2028 currently in effect (and if this Board approves, what will be presented to the Governor for approval to go to public hearing, excluding bold font and yellow highlight). The amendments previously approved by the Board are not highlighted. All new amendments requiring approval by the Board are highlighted in yellow, proposed text deletions are bracketed and stricken, and proposed new language is in bold font and underlined. Please refer to the REDLINED version to review the revisions being proposed to the Chapter 17-2028 amendments previously adopted by the Board.

Rules Amending Title 17
Hawaii Administrative Rules

~~April 18, 2013~~October 10, 2013

1. Chapter 2028 of Title 17, Hawaii Administrative Rules, entitled "Federally-Assisted Public Housing Projects" is amended and compiled to read as follows:

"HAWAII ADMINISTRATIVE RULES

TITLE 17

DEPARTMENT OF HUMAN SERVICES

SUBTITLE 5

HAWAII PUBLIC HOUSING AUTHORITY

CHAPTER 2028

FEDERALLY-ASSISTED PUBLIC HOUSING PROJECTS

Subchapter 1 General Provisions
No Proposed Changes to Subchapter 1

§17-2028-1 Purpose
§17-2028-2 Definitions
§17-2028-3 Income limits
§17-2028-4 Asset transfers
§17-2028-5 Occupancy guidelines
§17-2028-6 Occupancy standards
§17-2028-7 Utility allowance
§17-2028-8 Verification of information
§17-2028-9 Misrepresentation

Subchapter 2 Eligibility

§17-2028-21 Applicants
§17-2028-22 Eligibility for admission and participation
§17-2028-23 Notification of eligibility
§17-2028-24 Informal hearing for applicants determined to be ineligible for admission

Subchapter 3 Tenant Selection

§17-2028-31 Nondiscrimination

§17-2028-32 Income targeting
§17-2028-33 Deconcentration
§17-2028-34 Local preferences
§17-2028-35 Loss of preference
§17-2028-36 Waiting list
§17-2028-37 Removal from waiting list
§17-2028-38 Closing the waiting list
§17-2028-39 Offers
§17-2028-40 Occupancy of accessible dwelling units

Subchapter 4 Occupancy and Rental Agreement

§17-2028-51 Rental agreement
§17-2028-52 Eligibility for continued occupancy
§17-2028-53 Reexamination
§17-2028-54 Reexamination results
§17-2028-55 Special reexamination
§17-2028-56 Interim rent adjustment
§17-2028-57 Tenant transfers
§17-2028-58 Backcharges
§17-2028-59 Rental agreement termination
§17-2028-60 Smoking prohibited

Subchapter 5 Rents [and], Security Deposits, and Other Charges
No Proposed Changes to Subchapter 5

§17-2028-61 Minimum rents
§17-2028-62 Choice of rent
§17-2028-63 Security deposits
§17-2028-64 Other Charges

Subchapter 6 Family Self-Sufficiency Program
No Proposed Changes to Subchapter 6

§17-2028-71 Family self-sufficiency program
§17-2028-72 Eligibility
§17-2028-73 Recruitment and outreach
§17-2028-74 Selection

§17-2028-75 Termination or withholding of service

Subchapter 7 Special Programs
No Proposed Changes to Subchapter 7

§17-2028-81 Special programs
§17-2028-82 Occupancy by police officers
§17-2028-83 Designated housing

Subchapter 8 Household Pets

§17-2028-91 Pet ownership
§17-2028-92 Conditions of pet ownership

Subchapter 9 Miscellaneous Provisions
No Proposed Changes to Subchapter 9

§17-2028-101 Severability
§17-2028-102 Number and gender

Historical Note: Chapter 2028 of Title 17, Hawaii Administrative Rules, is substantially based upon Chapter 17-2028, Hawaii Administrative Rules, [Eff 7/21/05; am and comp 9/4/07; am and comp], Chapter 17-535, Hawaii Administrative Rules, [Eff 1/1/81; am and comp 2/11/85; am and comp 5/26/98; R 12/03/01], and Chapter 15-190, Hawaii Administrative Rules [Eff 12/03/01; R 9/04/07]

SUBCHAPTER 2

ELIGIBILITY

§17-2028-21 Applicants. (a) A person seeking admission to a housing project shall submit a completed pre-application form prepared by the authority. The applicant may file at any of the authority's in-take offices and apply for [any and all] one of the geographic waiting list areas prescribed in section 17-2028-36.

(b) The applicant shall be preliminarily placed on a waiting list upon submission of a completed pre-application form. Placement on a waiting list shall not be deemed a determination on eligibility or admission.

[(b)](c) An applicant who has misrepresented material information shall not be eligible to file an application with the authority for twelve months from the date of written notification from the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.202, 960.203; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-22 Eligibility for admission and participation. (a) To be eligible for participation in the program, applicant and household members shall meet all of the requirements of the pre-application and final[-] application phases as set forth below:

(1) During the pre-application phase, the applicant and adult household members shall:

(A) Qualify as a family;

(B) Be income eligible as determined under section 17-2028-3;

(C) Not have an outstanding debt owed to the authority as a participant in any of its programs;

(D) Not have an outstanding liability for unpaid rent or damages incurred while previously participating in any section 8 rental subsidy program **or any HUD rental assistance program**;

(E) Provide a social security number for all family members [who are at least

six years of age] or certify that the person does not have a social security number;

(F) Not have been evicted since March 1, 1985, from a public housing program administered by the authority or any of its [predecessor,] predecessors, the housing and community development corporation of Hawaii or Hawaii housing authority;

(G) Not have been evicted from assisted housing by reason of drug-related criminal activity for a three-year period beginning on the date of the eviction unless the evicted tenant successfully completes a **supervised drug** rehabilitation program approved by the authority;

(H) Not have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal or state housing program;

(I) Not be [illegally using a controlled substance] currently engaging in illegal use of a drug or give the authority [a] reasonable cause to believe that [the] a household member's illegal use (or pattern of illegal use) of a [controlled substance] drug or abuse [alcohol by a household member,] (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of [a rental] the premises by other [residents] tenants. For the purposes of this subsection:

(i) [For the purposes of this subsection, "reasonable cause to believe" means by a preponderance of the evidence;] "Currently engaged in" means the person has engaged in the behavior recently

enough to justify a reasonable belief that the behavior is current; and

(ii) [For the purposes of this subsection, in] In determining whether to deny eligibility based on a pattern of illegal use of a [controlled substance] drug or a pattern of abuse of alcohol by a household member, the authority may consider rehabilitation as provided for under 42 U.S.C. §13661(b)(2)(A)-(C) [effective October 1, 1999, which is incorporated by reference and attached as exhibit I;] as it existed on March 28, 2013.

(J) Not currently or during a three year period preceding the date when the applicant household would otherwise be selected for admission be engaged in any drug-related criminal activity or violent criminal activity or other criminal activity **involving assault, terroristic threatening, firearms, dangerous weapons, harassment, kidnapping, sexual assault, extortion, forgery, burglary, unauthorized entry into a dwelling, unauthorized entry into motor vehicle, criminal property damage, criminal trespass on public housing property, disorderly conduct, child pornography, and consuming liquor on public housing property,** which **is considered as reasonably likely to** [~~would~~] adversely affect the health, safety, right to peaceful enjoyment of the premises by other [residents,] tenants, the [owner,] authority, or [authority employees;] staff;

(K) Not have been convicted [in] of drug-related criminal activity for the

manufacture, production, or distribution of methamphetamines; [and]

(L) Not subject to lifetime registration requirements under any [State] state sex offender's registration program[.];

(M) Disclose tobacco use of all family members within the household.

(2) During the final application phase, the applicant and all adult household members shall meet the requirements as set forth in (1), above, as well as the following requirements:

(A) Not [engaged] engage in or [threatened] threaten abusive or violent behavior toward the authority's [personnel.] staff. For purposes of this subsection, ["threatened"] "threaten" means an oral or written threat or physical gestures that communicate intent to abuse or commit violence. Abusive or violent behavior may be verbal or physical and include use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate; and

(B) Furnish evidence of citizenship or eligible immigrant status as provided for in 24 C.F.R. §5.508[, which is incorporated by reference and attached as exhibit J.] as it existed on March 28, 2013.

(b) An applicant's past performance in meeting financial obligations, especially rent, **may** be considered by the authority in its selection of families for admission into its federally-assisted public housing program.

(c) An applicant who is continuously assisted under the [U.S.] United States Housing Act of 1937

[Housing Act], as amended, shall be admitted to the program as though the applicant was already a program participant. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 42 U.S.C. §13661; 24 C.F.R. §§5.216, 960.201, 960.202, 960.203, 960.204, 960.205; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-23 Notification of eligibility. (a) Upon making a determination of eligibility, the authority shall mail or cause to be delivered a written notification to an applicant. The notification shall specifically state the reasons for the determination.

[(b) An eligible applicant shall be placed on the waiting list.

(c)] (b) An applicant determined to be ineligible for admission or participation in the program shall be provided an opportunity for an informal hearing pursuant to section 17-2028-24. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.208; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-24 Informal hearing for applicants determined to be ineligible for admission. (a) An applicant determined to be ineligible for admission or participation in the program may request an informal hearing by submitting a written request within fourteen [working] calendar days from the date of notification of ineligibility.

(b) The informal hearing shall be scheduled within twenty-one [working] calendar days from the date the written request is received and shall be conducted by any person or persons designated by the authority, but shall not be a person who made or approved the determination of ineligibility or a subordinate of [this] such person.

(c) The applicant shall be given the opportunity to present evidence, which shall be considered by the

hearing officer, along with the data compiled by the authority.

(d) A written notice of the hearing officer's decision shall be mailed to the applicant within twenty-one [working] calendar days after the hearing. The notice shall include an explanation of the reasons for decision. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.208; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 3

TENANT SELECTION

§17-2028-31 Nondiscrimination. Tenant selection and assignment shall be made without regard to race, color, sex, religion, marital status, creed, national or ethnic origin, age, familial status, gender identity, sexual orientation, handicap or disability or HIV infection. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.103; HRS §§356D-4, 356D-13, 356D-31, 515-3)

§17-2028-32 Income targeting. **(a)** Not less than forty per cent of families admitted to the program during the fiscal year from the waiting list shall be extremely low income families.

(b) To the extent allowed by 24 C.F.R. § 960.202(b)(2) as it existed on September 5, 2013, admission of extremely low income families to the authority's Section 8 voucher program during the authority's fiscal year shall be credited against the targeting requirement in subsection (a).

[Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.202; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-33 Deconcentration. (a) For federally-assisted public housing projects, the authority shall give priority to applicants to ensure that, to the maximum extent feasible[;], the housing projects will include families with a broad range of income generally representative of low income families in the authority's area of operation. The authority shall not allow dwelling units to remain vacant awaiting an applicant who meets the appropriate income range.

(b) The authority may not concentrate very low-income families in dwelling units in certain public housing projects or certain buildings within projects. Additionally, the authority may not concentrate higher income families in dwelling units in certain housing projects or certain buildings within projects.

(c) In order to effectuate the policies stated in this section, the authority may reserve a certain percentage of units for applicant placement for applicants who do not qualify for a preference as described in section 17-2028-34. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§5.607, 903.1, 903.2, 960.204, 960.205, 960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-34 Local preferences. (a) Subject to section 17-2028-33(c), [Eligible] eligible applicants shall be given preference for admission in the program in the order of the dates of their applications if, at the time they are seeking housing assistance, they fall within the following preference [categories:] priority groups:

(1) Involuntarily displaced;

(2) Victims of domestic violence who are participating in [~~or graduated from~~] a program with case management [~~in~~]**through** a domestic violence shelter, program, or [~~clearance house~~]**clearinghouse**; or

(3) Homeless persons who are participating [or graduating from] in a **federally or state**

funded homeless transitional shelter **or** program [(which includes transitional shelters, supportive housing programs, and unsheltered homeless programs)], and who are in compliance with a social service plan.

(b) Subject to section 17-2028-33(c), [Each] each preference in each priority group is of equal weight and an applicant who qualifies for any of the preferences shall receive assistance before any other applicant who is not so qualified regardless of:

(1) Place on the waiting list; or

(2) Date or time of submission of an application.

(c) A single applicant who is elderly, disabled or displaced shall be given preference over all other single applicants, regardless of the other single applicant's local preference.

(d) An applicant shall not receive preference if any adult member of the applicant family is a person who was evicted or terminated from any federally-assisted housing or state-aided public housing program operated by the authority for a three-year period beginning on the date of eviction because of drug-related criminal activities unless the adult member has successfully completed a rehabilitation program approved by the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4; 356D-13) (Imp: 24 C.F.R. §960.204, 960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-35 Loss of preference. An applicant who declines one offer of a housing unit, without good cause, or who voluntarily requests cancellation of the application [after declining an offer], shall lose all preferences [and priorities] for a period of twelve months from the date the offer was declined or from the date of the request for cancellation. [Eff 7/21/05; am and comp 9/4/07; am and

comp] (Auth: 24 C.F.R. §960.206; HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-36 Waiting list. (a) The authority shall maintain **fifteen** geographical waiting lists, which are community wide in scope and consist of all eligible applicants as follows:

(1) City and County of Honolulu

(A) Honolulu **waitlist**[(Red Hill to Palolo);] **which is comprised of** Ka'ahumanu Homes, Kalakaua Homes, Kalihi Valley Homes, Kamehameha Homes, Kuhio Homes, Mayor Wright Homes, Palolo Valley Homes, Punchbowl Homes, Pu'uwai Momi, Salt Lake Apartments, Spencer House, Kalanihuia, Makamae, Makua Ali'i, Paoakalani, and Pumehana;

(B) Central Oahu **waitlist**[(Wahiawa to Waialua);] **which is comprised of** Kauhale Nani, Wahiawa Terrace, and Kupuna Home O'Waialua;

(C) Windward Oahu **waitlist**[;] **which is comprised of** Ho'okipa Kahalu'u, Kaneohe Apartments, Kauhale O'hana, Ko'olau Village, and Waimanalo Homes; and

(D) Leeward Oahu **waitlist**[(Pearl City, Waipahu, Waianae, Nanakuli, Kapolei).] **which is comprised of** Hale Laulima, Kau'iokalani, Maili I & II, Nanakuli Homes, Waimaha - Sunflower, and Waipahu I & II.

(2) County of Hawaii

(A) [East Hawaii (Hilo, Honokaa to Ka'u);] Hilo **waitlist which is comprised of** Lanakila Homes, Punahele Homes, Pomaikai Homes, Hale Aloha O Puna, Hale Olaloa, Kauhale O'Hanakahi; [and

(B) West Hawaii (Kona, Kohala, Waimea).]

(B) Honoka'a **waitlist which is comprised of** Hale Hauoli;

(C) Ka'u **waitlist which is comprised of** Pahala;

(D) Kona **waitlist which is comprised of** Ka Hale Kahalu'u, Hale Ho'okipa, Kaimalino, Kealakehe, **and** Nani Olu;

(E) Waikoloa **waitlist which is comprised of** Ke Kumu 'Ekolu; and

(F) Waimea **waitlist which is comprised of** Noelani I & II.

(3) County of Maui

(A) East Maui **waitlist**[(Kahului to Wailuku);] **which is comprised of** Kahekili Terrace and Makani Kai Hale;

(B) West Maui **waitlist**[(Lahaina);] **which is comprised of** Pi'ilani Homes and David Malo Circle; and

(C) Molokai **waitlist**[.] **which is comprised of** Kahale Mua.

(4) County of Kauai

(A) East Kauai **waitlist**[Hanamaulu to Kapaa, Kilauea);] **which is comprised of** Hui O Hanama'ulu, Kapa'a, Hale Nana Kai O Kea, and Hale Ho'olulu; and

(B) West Kauai **waitlist**[Koloa to Kekaha).] **which is comprised of** Ele'ele Homes, Hale Ho'onanea, Kalaheo Homes, Kekaha Ha'aheo, Kawailehua, and Home Nani.

(b) Applicants shall be notified of the opportunity to apply for and be placed on [any and all] one of the waiting lists through notices posted in a conspicuous place at the authority's offices that accept applications and printed statements in the authority's informational material on its application process.

(c) Placement of applications on the waiting list shall be based upon the following:

[(1) Geographic preference;

(2)](1) Size of dwelling unit required based on occupancy standards;

[(3)](2) Type of dwelling unit required (e.g., accessible for persons with disabilities);

[(4)](3) Local preference[,] subject to income targeting and deconcentration policies and goals; and

[(5)](4) Date and time of receipt of application.

(d) [Applicant] An applicant cannot remain on a waiting list if they are currently [the lessee] a tenant in any federal public housing program.

(e) An applicant shall notify the authority of any change[,] which will affect applicant's place on the waiting list and the authority's ability to contact applicant. Changes include, but are not limited to, family status, financial status, preference status, mailing address, and current residence. [An applicant may continue to be on the waiting list even though applicant is a tenant in or receiving housing assistance from another housing program.]

(f) An applicant may elect to change from one geographic waiting list to another geographic waiting list while maintaining the original date and time of their application upon proper written notice to the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: 24 C.F.R. §§960.206; HRS §§356D-4; 356D-13) (Imp: 24 C.F.R. §960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-37 Removal from waiting list. [(a)] An applicant shall not be removed from the waiting list unless:

[(1)](a) The applicant requests that applicant's name be removed;

[(2)](b) The applicant fails to notify the authority of applicant's continued interest for housing at least once every twelve months;

[(3)](c) The applicant no longer meets the eligibility criteria set forth in section 17-2028-22;

[(4)](d) The applicant fails to respond to the authority's reasonable contact efforts.

Correspondence to the last known address will constitute reasonable effort to contact;
[(5)](e) The applicant fails without good cause to keep a scheduled interview or to provide requested information necessary to determine eligibility; or
[(6)](f) The applicant misrepresents any material information to the authority in the application or otherwise. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.206, 960.208; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-38 Closing the waiting list. (a) The authority, at its discretion, may restrict acceptance of applications, and close the waiting list in whole or in part, when it determines that it will be unable to assist all the applicants on the waiting list within a reasonable period of time.

(b) The authority shall announce any closure and reopening of the application process [by publishing notices in a newspaper of general circulation and minority newspapers, and notifying social service organizations.] through notices posted in a conspicuous place at the authority's offices that accept applications.

(c) During periods when application acceptance is closed and until it is reopened, the authority shall not maintain a list of persons to be notified when application acceptance is reopened.
[Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.202, 960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-39 Offers. (a) An applicant shall be afforded one offer to [lease] rent a suitable unit.

(b) The offer to eligible applicants shall be made in sequence based upon the following:

[(1) Geographical preference;

(2)](1) Size of dwelling unit required;

[(3)](2) Type of dwelling unit required (e.g. accessible units for the mobility, hearing or visually impaired);

[(4) Factors affecting priorities and preferences as established by the authority;]

(3) Local preferences, subject to income targeting and deconcentration policies and goals; and

[(5) Broad range of income families in the area; and

(6)](4) Date and time the application was received.

(c) Upon refusal of one offer, without good cause, the applicant's name will be cancelled from all waiting lists on which the applicant's name has been placed.

(d) An applicant shall not be considered to have been offered a unit if an offer has been declined for good cause. Good cause may include, but is not limited to the following:

(1) The unit is not of the proper size or type and the applicant would be able to reside there only temporarily (e.g., a specially designed unit that is awaiting a person with a disability needing such a unit);

(2) The unit offered is unsuitable for health or safety reasons for the applicant;

(3) The applicant is unable to move at the time of the offer and presents clear evidence which substantiates this to the authority's satisfaction, including, but not limited to:

(A) A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;

(B) A court verifies that the applicant is serving on a jury which has been sequestered; or

(C) A landlord verifies that the applicant has an existing [lease] rental agreement that cannot be breached without causing undue financial hardship.

(4) The applicant's acceptance of the offer would result in undue hardship not related to consideration of race, color, national origin, or language and the applicant presents evidence which substantiates this to the authority's satisfaction (e.g., [where current employment or day care facilities are inaccessible).] inaccessibility to source of current employment or day care facilities). [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.202, 960.203, 960.206, 960.208; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-40 Occupancy of accessible dwelling units. (a) The authority shall take the following nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. When an accessible unit becomes vacant the authority shall, before offering such units to an applicant without a disability, offer such unit:

(1) First, to a current occupant of another unit of the same project or other projects within the same housing program, having [handicaps] disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

(2) To an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant unit.

(b) When an applicant [without a disability requiring the accessibility features of the unit] accepts [such unit,] an accessible unit, and the applicant does not have a disability that requires the accessibility features of the unit, the applicant shall be required to agree to move to a non-accessible

unit when one becomes available. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: §§356D-4, 356D-13) (Imp: 24 C.F.R. §8.27, ; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 4

OCCUPANCY AND RENTAL AGREEMENT

§17-2028-51 Rental agreement. (a) A tenant shall enter into a rental agreement with the authority that sets forth the conditions of occupancy for the tenant including, but not limited to, the rental terms, security deposit, smoking prohibitions, eligibility reexaminations and rental adjustments, and for welfare recipients, authorization for the authority to draw rental payments directly from their EBT or bank accounts.

(b) No tenant shall be permitted to remain in a housing project without a valid rental agreement. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-52 Eligibility for continued occupancy. (a) To be eligible for continued occupancy in a housing project, the tenant shall:

(1) Qualify as a family;

(2) Conform to the occupancy standards;

(3) Abide by smoking prohibitions pursuant to section 17-2028-60;

(4) Not have a record of conduct or behavior which may be detrimental to the project, its tenants or employees[;] of the authority; and

(5) Except for an exempt individual, conform to the following community service and economic self-sufficiency requirements:

(A) Contribute eight hours per month of community service (not including political activities);

(B) Participate in an economic self-sufficiency program for eight hours per month; or

(C) Perform eight hours per month of combined activities as described in paragraphs (A) and (B), above.

(b) Except for a newborn child, a person shall not be permitted to join or rejoin the family until [it is verified] the authority verifies that the person meets the eligibility requirements set forth in section 17-2028-22[.], and approves of the family's request to add a family member as an occupant of the unit. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: C.F.R. §§960.603, 966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-53 Reexamination. (a) For [tenants] families who pay an income-based rent, the authority shall reexamine a tenant's annual income, assets, family composition, and any other matter necessary to determine a tenant's rent and eligibility for continued occupancy at least once every twelve months.

(b) For [tenants] families who pay a flat rent pursuant to section 17-2028-62, the authority shall conduct reexaminations as follows:

(1) At least once every twelve months, the authority shall reexamine [a tenant's family] the family's composition and any other matter necessary to determine [a tenant's] the family's eligibility for continued occupancy; and

(2) At least once every three years, the authority shall reexamine [a tenant's] the family's annual income, assets and any other matter necessary to determine [a tenant's] the family's eligibility for continued occupancy.

(c) For all [tenant] families who include non-exempt individuals, the authority shall also annually reexamine compliance with community service and

economic self-sufficiency requirements. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.257, 966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-54 Reexamination results. (a) A [tenant] family shall be given written notification within a reasonable time, after determination by the staff, of both the [tenant's] family's eligibility for continued occupancy and rent schedule.

(b) A [tenant] family found ineligible for continued occupancy by the staff shall be required to vacate the dwelling unit[.] unless the ineligibility is due to noncompliance with community service requirements pursuant to 24 C.F.R. Part 960, Subpart F as it existed on March 28, 2013. In such cases of noncompliance with community service requirements, the rental agreement shall not be renewed at the end of the twelve month term unless:

(1) The tenant, and any other noncompliant family member, enter into a written agreement with the authority, in the form and manner required by the authority, to cure such noncompliance in accordance with such agreement; or

(2) The family provides written assurance satisfactory to the authority that the tenant or other noncompliant family member no longer resides in the unit.

(c) A [tenant] family aggrieved by the reexamination results may request a hearing pursuant to the authority's grievance procedure as provided in chapter 17-2021[, Hawaii administrative rules]. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.257, 960.607, 966.4, 966.51; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-55 Special reexamination. If at the time of admission or reexamination, a family's income

cannot be reasonably anticipated for the next twelve-month period, the authority may schedule a special reexamination at any time prior to the next annual reexamination when deemed necessary.
[Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §5.609; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-56 Interim rent adjustment. (a) The authority may adjust a [tenant's] family's rent between reexamination if a tenant reports a change in family income. However, adjustments to rent shall not be made for covered families with reduced welfare benefit payments resulting from welfare sanctions for noncompliance with welfare self-sufficiency and work activity requirements. [(b)] Adjustments, reflecting a lower rent, shall be made effective on the first of the month following the month the report was made. The authority will not process the rent adjustment if it confirms that the decrease in income will last less than thirty calendar days.

[(c)](b) A tenant who has obtained a decrease in rent under this section[,] shall report all income increases to the authority which occur prior to the next reexamination within ten business days of when tenant knows the increase will occur, and rent shall be readjusted accordingly. Any increase in rent shall be effective on the first day of the second month following the month in which the change occurred.

[(d)](c) A tenant who fails to report any increase in income after obtaining a decrease in rent under this section shall be subject to a back rent charge retroactive to the month in which the rent increase should have been made[.] pursuant to section 17-2028-58.

(d) A tenant shall report to the authority any changes in family composition. Rent adjustment shall be made between reexaminations when a person with income is added to the family and the rent adjustment shall be effective on the first of the second month

following the approved inclusion. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§5.615, 960.257, 966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-57 Tenant transfers. (a) Tenant transfers shall be made without regard to race, sex, color, creed, age, religion, gender identity, sexual orientation, handicap, national origin, or familial status.

(b) The authority may transfer a [tenant] family to another dwelling unit:

(1) To prevent overcrowding or under utilization of a dwelling unit as determined by the authority at the time of the annual or interim reexamination;

(2) To preserve the purpose for which a project or unit was specifically developed or designed such as to meet the needs of the elderly or persons with disabilities;

(3) [To meet a verifiable health or safety need;] Based on an emergency where conditions of the dwelling unit, building or project pose an immediate, verifiable threat to life, health or safety of the family;

(4) For economic reasons affecting the tenant or the authority; [or]

(5) For administrative reasons determined by the authority including, but not limited to, permitting modernization, renovation, or rehabilitation work and transferring eligible tenants with disabilities from State-aided public housing projects to federally-assisted public housing projects[.]; or

(6) As a reasonable accommodation.

(c) Tenant transfers [shall] may take priority over new admissions.

(d) A [tenant] family shall be afforded one offer to transfer to a unit that meets the criteria set forth in (b) above within the same housing project in which the [tenant] family resides. If such unit is not available, [tenant] the family may then be offered a unit in another housing project under the control of the management unit. If such a unit is not available, [tenant] the family may then be offered a suitable unit on the island on which [tenant] the family resides. Declining an offer to transfer for good cause as determined by the authority shall not be considered a refusal.

(e) A [tenant] family requesting a transfer shall not be transferred during periods when eviction proceedings have been initiated or are in process against such [tenant] family, which includes the issuance of a notice of violation of the rental agreement by the authority for which the authority is seeking eviction, or scheduling a grievance hearing related to same or during any periods of conditional deferment of eviction action against such [tenant.] family.

(f) A [tenant] family requesting a transfer, who is not current with rent or other charges, and who does not have an approved payment arrangement shall not be transferred until the situation is resolved to the satisfaction of the authority.

(g) A [tenant] family shall not be transferred between any federally-assisted housing programs.

(h) The authority may terminate the rental agreement of a [tenant] family who refuses to transfer as required by the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-58 Backcharges. (a) A [tenant] family shall pay in full any backcharges within [one hundred eighty] ninety days from the date of notification of the backcharge[.]; provided that where the family timely reports a change in income to the authority and a backcharge results from an increase in income, payment for any backcharges shall not be due until ninety days from the date of a completed reexamination or interim rent adjustment. Failure to do so shall result in the termination of the rental agreement.

(b) The authority may, in its discretion, elect to negotiate a reasonable payment arrangement with a family to ensure payment in full of any backcharges. When the authority determines not to exercise this discretion, the family shall be responsible for the full balance of backcharges as stated in subsection (a). [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-59 Rental agreement termination. (a) [Tenant] A family shall give the authority at least twenty-eight days written notice that the [tenant] family will vacate the [tenant's] family's unit prior to the vacate date.

(b) The authority may terminate a rental agreement when the tenant, any member of the tenant's household, or any guest or other person under the tenant's control:

(1) Fails to observe or perform any covenant or obligation of the rental agreement, or rule of the authority [of] or housing project, or law or ordinance of a governmental agency that pertains to or establishes standards of occupancy[;]. This includes but is not limited to the following:

(i) Serious or repeated violation of the material terms of the rental agreement, including failure to make payments due or fulfill household obligations set forth in the rental agreement;

(ii) Failure to provide family income, assets, employment and composition information and documentation to enable the authority to determine the family's rental rate and eligibility for continued occupancy;

(iii) Family no longer conforms to the occupancy limits as established by the authority for the unit occupied by the family and the family refuses to move to the first appropriate size unit offered;

(iv) When requested by the authority due to health and safety, repair, abatement, construction or renovation of the dwelling unit, the family refuses to move;

(v) Family is ineligible for continued occupancy;

(vi) Failure of a family member to comply with community service requirement provisions of 24 C.F.R. part 960, subpart F as it existed March 28, 2013, provided that such failure shall result in non-renewal of rental agreement and termination of tenancy at the end of the twelve-month rental agreement term;

(vii) At the time of admission, reexamination, interim or at any other time, the family has submitted false information or has withheld valuable information or has made wilful misstatements; and

(viii) Family fails to accept the authority's offer of a revision to the existing rental agreement.

(2) Engages in the illegal use of a [controlled substance] drug or gives the authority [a] reasonable cause to believe that the illegal use (or pattern of illegal use) of a [controlled substance] drug or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of [a rental] the premises by other [residents;] tenants;

[(3) Whose illegal use of a controlled substance, or abuse of alcohol, is determined by the authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

(4)] (3) Who the authority determines engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other [residents;] tenants;

[(5)] (4) Who the authority determines engages in any drug-related criminal activity on or near the authority's [property; or] premises;

[(6) Tenant threatens or implies to threaten] (5) Threatens the health or safety of an employee[/], contractor or [agency] agent of the authority or State;

(6) Violates the smoking prohibitions pursuant to section 17-2028-60 on more than three occasions and receives written notice of said violations; provided that if tenant, any member of the tenant's household, or any guest or other person under the tenant's control receives only one violation of section 17-2028-60 in one year, and

participates in and completes a smoking cessation service program within the same year, the authority will clear the one violation and shall not deem the incident as a violation for the following year;

(7) Fails to maintain utility services;

(8) Has been convicted of a felony **during the term of the tenancy, and the felony is related to the authority's property or funds, the resident association or tenant association's property or funds, homicide, assault, terroristic threatening, firearms, dangerous weapons, kidnapping, sexual assault, extortion, burglary, unauthorized control of propelled vehicle, and criminal property damage**. This subsection does not apply to tenant's guest or other person under tenant's control;

(**9**) Flees to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

(**10**) Violates a condition of probation or parole imposed under federal or state law; or

(**11**) Engages in wilful damage to the authority's property.

(c) The authority shall give a tenant written notice of the proposed termination of the rental agreement [of not less than:] that conforms to 24 C.F.R. §966.4 as it existed on March 28, 2013, such as:

(1) Fourteen days in the case of failure to pay rent[;] except for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a financial hardship exemption pursuant to section 17-2028-61(b);

(2) A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the

health or safety of other tenants or project employees; or

(3) Thirty days in all other cases.

The authority shall terminate a rental agreement in accordance with chapter 356D[.], HRS.

(d) The authority may terminate a rental agreement if any member of the family engages in the use of marijuana, even if pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: 24 C.F.R. §966.4; §§356D-4, 356D-13; 356D-98) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31, 356D-92)

§17-2028-60 Smoking prohibited. (a) Smoking is prohibited in all public housing projects, or portions of public housing projects, including inside dwelling units, unless specifically exempted by the authority in the ACOP, including:

(1) In all common areas and community facilities in and around the authority's public housing projects. The authority may designate additional common areas in the ACOP; and

(2) Within a presumptively reasonable minimum distance of twenty feet from entrances, exits, and windows that open to common areas, community facilities, and dwelling units, and ventilation intakes that serve common areas, community facilities, and dwelling units, including enclosed or partially enclosed areas where smoking is prohibited.

(b) This prohibition applies to the use of marijuana, even if its use is pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013 that was given subsequent to tenant placement in the dwelling unit.

(c) Where smoking is not prohibited in a dwelling unit pursuant to subsection (a) and the

household includes a person who smokes as disclosed pursuant to section 17-2028-22, the family shall pay a non-refundable monthly fee of $5.00.

(d) The authority may discontinue the monthly fee required in subsection (c) when a family can demonstrate to the authority reasonable cause to believe that no member of the household continues to smoke. For the purposes of this subsection:

(1) "Reasonable cause to believe" means by a preponderance of the evidence; and

(2) In determining whether to discontinue charging the monthly fee, the authority may consider completion of a smoking cessation program.

[Eff and comp] (Auth: §§356D-4, 356D-13) (Imp: 24 C.F.R. §§903.7, 966.3; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 8

HOUSEHOLD PETS

§17-2028-91 Pet ownership. (a) The authority may permit pet ownership by [residents] tenants of public housing, subject to compliance with the authority's pet policy established in the PHA plan.

(b) This subchapter does not apply to animals that assist, support or provide service to persons with disabilities. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.705, 960.707; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-92 Conditions for pet ownership. (a) A [resident] tenant shall comply with the authority's reasonable conditions for pet ownership that include, but are not limited to, the following:

(1) Obtaining a permit from the authority to own a pet pursuant to the requirements set forth in the authority's pet policy established in the PHA plan; and

(2) Complying with the authority's rules for pet ownership.

(b) The authority may revoke a pet permit for the following reasons:

(1) The authority determines that the pet is not properly cared for;

(2) The pet presents a threat to the safety and security of other tenants, employees of the authority, contractors and others on the premises;

(3) The pet is destructive or causes an infestation;

(4) The pet disturbs other tenants for reasons including, but not limited to, noise, odor, cleanliness, sanitation, and allergic reactions;

(5) The pet owner fails to provide an annual update on the pet as required in the pet rules;

(6) The resident association or project pet committee, which consists of [residents] tenants with and without a pet, recommends to the authority that the pet permit be revoked due to a demonstrated lack of cooperation and responsibility in maintaining the pet; or

(7) Tenant fails to pay on a timely basis the following applicable pet fees:

(A) An initial pet deposit of $75.00 or an amount equal to the total tenant payment, whichever is lower; and

(B) For owners of a dog or cat, a non-refundable monthly fee of $5.00. This fee shall not apply to residents of

projects for the elderly and persons with disabilities. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§5.318, 960.705, 960.707; HRS §§356D-4, 356D-13, 356D-31)

2. Material, except sources notes, to be repealed is bracketed. New material is underscored.

3. Additions to source notes to reflect these amendments and compilation are not underscored.

4. These amendments to and compilation of chapter 17-2028, Hawaii Administrative Rules shall take effect ten days after filing with the Office of the Lieutenant Governor.

I certify that the foregoing are copies of the rules, drafted in the Ramseyer format pursuant to the requirements of section 91-4.1, Hawaii Revised Statutes, which were adopted on _____ and filed with the Office of the Lieutenant Governor.

_____
DAVID J. GIERLACH, Chairperson
Board of Directors
Hawaii Public Housing Authority

APPROVED AS TO FORM:

_____
Deputy Attorney General

For the Board's reference (not approval), this is the REDLINE version of the proposed amendments to HAR Chapter 17-2028 amendments previously approved by the Board. Revisions are in redline. Please refer to the RAMSEYER version for the proposed amendments requiring approval by this Board.

Rules Amending Title 17
Hawaii Administrative Rules

~~April 18, 2013~~October 10, 2013

1. Chapter 2028 of Title 17, Hawaii Administrative Rules, entitled "Federally-Assisted Public Housing Projects" is amended and compiled to read as follows:

"HAWAII ADMINISTRATIVE RULES

TITLE 17

DEPARTMENT OF HUMAN SERVICES

SUBTITLE 5

HAWAII PUBLIC HOUSING AUTHORITY

CHAPTER 2028

FEDERALLY-ASSISTED PUBLIC HOUSING PROJECTS

Subchapter 1 General Provisions

§17-2028-1 Purpose
§17-2028-2 Definitions
§17-2028-3 Income limits
§17-2028-4 Asset transfers
§17-2028-5 Occupancy guidelines
§17-2028-6 Occupancy standards
§17-2028-7 Utility allowance
§17-2028-8 Verification of information
§17-2028-9 Misrepresentation

Subchapter 2 Eligibility

§17-2028-21 Applicants
§17-2028-22 Eligibility for admission and participation
§17-2028-23 Notification of eligibility
§17-2028-24 Informal hearing for applicants determined to be ineligible for admission

Subchapter 3 Tenant Selection

§17-2028-31 Nondiscrimination
§17-2028-32 Income targeting
§17-2028-33 Deconcentration
§17-2028-34 Local preferences
§17-2028-35 Loss of preference
§17-2028-36 Waiting list
§17-2028-37 Removal from waiting list
§17-2028-38 Closing the waiting list
§17-2028-39 Offers
§17-2028-40 Occupancy of accessible dwelling units

Subchapter 4 Occupancy and Rental Agreement

§17-2028-51 Rental agreement
§17-2028-52 Eligibility for continued occupancy
§17-2028-53 Reexamination

§17-2028-54 Reexamination results
§17-2028-55 Special reexamination
§17-2028-56 Interim rent adjustment
§17-2028-57 Tenant transfers
§17-2028-58 Backcharges
§17-2028-59 Rental agreement termination
§17-2028-60 Smoking prohibited

Subchapter 5 Rents [and], Security Deposits, and Other Charges

§17-2028-61 Minimum rents
§17-2028-62 Choice of rent
§17-2028-63 Security deposits
§17-2028-64 Other Charges

Subchapter 6 Family Self-Sufficiency Program

§17-2028-71 Family self-sufficiency program
§17-2028-72 Eligibility
§17-2028-73 Recruitment and outreach
§17-2028-74 Selection
§17-2028-75 Termination or withholding of service

Subchapter 7 Special Programs

§17-2028-81 Special programs
§17-2028-82 Occupancy by police officers
§17-2028-83 Designated housing

Subchapter 8 Household Pets

§17-2028-91 Pet ownership
§17-2028-92 Conditions of pet ownership

Subchapter 9 Miscellaneous Provisions

§17-2028-101 Severability
§17-2028-102 Number and gender

Historical Note: Chapter 2028 of Title 17, Hawaii Administrative Rules, is substantially based upon Chapter 17-2028, Hawaii Administrative Rules, [Eff 7/21/05; am and comp 9/4/07; am and comp], Chapter 17-535, Hawaii Administrative Rules, [Eff 1/1/81; am and comp 2/11/85; am and comp 5/26/98; R 12/03/01], and Chapter 15-190, Hawaii Administrative Rules [Eff 12/03/01; R 9/04/07]

SUBCHAPTER 1

GENERAL PROVISIONS

§17-2028-1 Purpose. These rules are adopted under chapter 91, HRS, and shall govern the administration of federal public housing programs designated to be carried out by a public housing agency, including admission to and the continued occupancy of federally-assisted public housing projects owned or operated by the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Parts 5, 903, 960, 965, 966; HRS §§356D-4, 356D-13)

§17-2028-2 Definitions. [As used in these rules, except as otherwise required by context:] Whenever used in this chapter, unless specifically defined:

"Accessible dwelling unit" means [an apartment] a dwelling unit that is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical [handicaps] disabilities or [an apartment] a dwelling unit being made accessible as a result of alterations and is intended for use by a

specific qualified individual with disabilities which meets the requirements of applicable standards that address the particular disability or impairment of an individual.

"Adjusted income" means "annual income" of the members of the family residing or intending to reside in the dwelling unit minus any HUD allowable expenses and deductions as defined in 24 C.F.R. §5.611[, which is incorporated by reference and attached as exhibit A.] as it existed on March 28, 2013.

"Admissions and Continued Occupancy Policy" or "ACOP" means the regulatory document governing the policies by which the authority determines eligibility for admission, prospective tenant selection, dwelling unit assignment, fair and nondiscriminatory transfers, rental agreement terminations, pet policies, and other property-specific guidelines as required pursuant to these rules.

"Annual income" means the gross amount of income anticipated to be received by the family during the twelve months after [certification] admission or [recertification.] reexamination. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD, as defined in 24 C.F.R. §5.609[, which is incorporated by reference and attached as exhibit B.] as it existed on March 28, 2013.

"Applicant" means an individual or family that submits an application for admission to the program but is not yet a participant in the program.

"Assets" or "net family assets" means net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment as defined in 24 C.F.R. §5.603[, which is incorporated by reference and attached as exhibit C.] as it existed on March 28, 2013, and excludes the value of necessary items of personal property such as furniture and automobiles.

"Assisted housing" means [housing assisted under the United States Housing Act of 1937.] the same as "federally-assisted housing".

"Authority" means the Hawaii public housing authority.

"Backcharge" means the amount of arrears in rent or other charges owed to the authority.

["Broad range of income" means attaining a tenant population in a project with a broad range of income that is generally representative of the range of income and the rent paying ability of lower income families.]

"C.F.R." means the United States Code of Federal Regulations.

"Common areas" means areas which are available for use by more than one family including lobbies, corridors, hallways, stairways, parking lots, spots, ramps, washing machine or laundry room, rooftops, elevators, washrooms and lobby areas, driveways, storerooms, and shared ventilation ducts that service more than one dwelling unit.

"Community facilities" means real and personal property; buildings, equipment, lands, and grounds for recreational or social assemblies, and for educational, health, or welfare purposes; and necessary or convenient utilities, when designed primarily for the benefit and use of the authority or the occupants of the dwelling units.

"Community service" means the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

"Community wide" means inclusive of any location that is under the jurisdiction of the authority.

"Continuously assisted" means that the applicant is currently receiving assistance under any program of the United States Housing Act of 1937, as amended, and there is no break in assistance to the family.

"Covered families" means families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which

federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

"Criminal activity" means the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in any conduct constituting a criminal violation of federal law, HRS, or local ordinances regardless of whether there has been an arrest or conviction for such activity and without satisfying the standard of proof used for a criminal conviction.

"Designated housing" or "designated project" means a [project (or projects),] property (or properties), or a portion [of a project (or projects)] thereof that has been designated for occupancy by disabled families, elderly families, or mixed populations of disabled families and elderly families.

"Disabled family" means a family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

"Domestic violence" means the actual or threatened physical violence directed against a family member by a spouse, former spouse, or other [household] member of the family who [lives in the unit] is living or has lived with the family.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. §802) as it existed on March 28, 2013.

"Drug related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute or use [a controlled substance as defined in 21 U.S.C. 802 and which activity is conducted on or near the premises of the assisted dwelling unit.] the drug.

"Dwelling unit" means a residential unit in a public housing project.

"Economic self-sufficiency program" means any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families.

"Elderly" or "elderly family" means a family whose head, spouse, or sole member is a person who is at least sixty-two years of age; or two or more persons who are at least sixty-two years of age living together; or one or more persons who are at least sixty-two years of age living with one or more live-in aides.

"Eligible family" means a family that meets the qualifications and requirements of the program[.] for admission into federally-assisted public housing.

"Enclosed or partially enclosed" means closed in by a roof or overhang and at least one wall. Enclosed or partially enclosed areas include but are not limited to areas commonly described as public lobbies, lanais, interior courtyards, patios, and covered walkways.

"Exempt individual" means an individual who is exempt from complying with community service or self-sufficiency activities and which is further defined in 24 C.F.R. §960.601(b)[, which is incorporated by reference and attached as exhibit D.] as it existed on March 28, 2013.

"Extremely low-income family" means a family whose annual income does not exceed thirty per cent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty per cent of the median income for the area [may be established] if HUD finds that such variations are necessary because of unusually high or low family incomes.

"Family" means[:] regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) Two or more persons who live or intend to live together as a unit and whose income and resources are available to meet the family's needs and who may be related by blood,

marriage, or operation of law and whose head of family has reached the age of majority. Family may include foster children and hanai children;

(2) An elderly family;

(3) A disabled family;

(4) A displaced family;

(5) The remaining member of a tenant family who is recorded as an authorized occupant on the current list of household members and who has reached the age of majority; or

(6) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

"Family self-sufficiency program" or "FSS program" means the program [establish] established by the authority in accordance with 24 C.F.R. Part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services.

"Federally-assisted housing [projects]" means [the low-income federal assisted public housing projects as established by the United States Housing Act of 1937, as amended.] housing assisted under any of the following HUD programs:

(1) Public housing;

(2) Housing receiving project-based or tenant-based assistance under Section 8 of the United States Housing Act of 1937 (42 U.S.C. §1437f) as it existed on March 28, 2013;

(3) Housing that is assisted under section 202 of the Housing Act of 1959, as amended by section 801 of the National Affordable Housing Act (12 U.S.C. §1701q) as it existed on March 28, 2013;

(4) Housing that is assisted under section 202 of the Housing Act of 1959, as such section existed before the enactment of the National Affordable Housing Act as it existed on March 28, 2013;

(5) Housing that is assisted under section 811 of the National Affordable Housing Act (42 U.S.C. §8013) as it existed on March 28, 2013;

(6) Housing financed by a loan or mortgage insured under section 221(d)(3) of the National Housing Act (12 U.S.C. §1715l (d)(3)) that bears interest at a rate determined under the proviso of section 221(d)(5) of such Act (12 U.S.C. §1715l (d)(5)) as it existed on March 28, 2013;

(7) Housing insured, assisted, or held by HUD or by a State or local agency under section 236 of the National Housing Act (12 U.S.C. §1715z-1) as it existed on March 28, 2013; or

(8) Housing assisted by the Rural Development Administration under section 514 or section 515 of the Housing Act of 1949 (42 U.S.C. §§1483, 1484) as it existed on March 28, 2013.

"Foster children" means a person or persons, under eighteen years of age who is or are not related to the foster parent by blood, marriage, or adoption and who is or are in need of parenting care.

"Foster parent" means any adult person who gives parenting care and maintenance to a foster child pursuant to placement by an authorized agency.

"Gender identity" means actual or perceived gender-related characteristics.

"Hanai children" means a person or persons, under eighteen years of age, for whom an applicant or [participant] tenant provides food, nourishment and support for a minimum period of at least a year or has been recognized in the household for support by the department of human services and who is acknowledged as the applicant's or [participant's] tenant's child among friends, relatives and the community.

["Handicapped" means the same as "disabled family".]

"HRS" means the Hawaii Revised Statutes.

"HUD" means the United States Department of Housing and Urban Development.

"Imputed welfare income" means the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

"Involuntarily displaced" means an applicant who has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

(1) Displacement by disaster;

(2) Displacement by governmental action; or

(3) Displacement by action of housing owner for reasons beyond the applicant's control and despite the applicant meeting all previously imposed conditions of occupancy. The action taken by the owner [is] shall be for reasons other than an increase in rent [increase].

"Live-in aide" means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:

(1) Is determined to be essential to the care and well-being of the persons;

(2) Is not obligated for the support of the persons; [and]

(3) Would not be living in the unit except to provide the necessary support services[.]; and

(4) Is not a tenant.

"Location" means any site comprising a common geographic area undivided by natural or man-made barriers (such as rivers, highways, railroads, or other major obstructions) that block or impede normal pedestrian traffic and which may contain more than one project.

"Low-income family" means a family whose annual income does not exceed eighty per cent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty per cent of the median income for the area

[may be established] if HUD finds that such variations are necessary because of unusually high or low family incomes.

"Multifamily dwelling" means a building containing more than two dwelling units.

"Near elderly family" means a family whose head, spouse, or sole member is at least fifty years of age but below the age of sixty two, or two or more persons, who are at least fifty years of age but below the age of sixty two, living with one or more live-in aides.

["Part-time resident aide" or "nineteen hour tenant aide" means a tenant of a housing project, employed by the authority, who works not more than nineteen hours a week.]

"PHA plan" means the authority's public housing agency plan that is prepared pursuant to 24 C.F.R. Part 903.

"[Housing] Projects" means those rental [projects] properties owned or operated by the authority.

"Public housing" or "federally-assisted public housing" means housing assisted under the United States Housing Act of 1937, other than under Section 8 of that Act, and includes dwelling units in a mixed finance project that are assisted by the authority with capital or operating assistance.

"Refusal of an offer" means an applicant declines an offer made by the authority for a specific unit from any waiting list or an applicant's failure to respond to a written offer from the authority for a specific unit within the time specified in the offer.

"Rental agreement" means the agreement or contract containing the terms and conditions of occupancy of a dwelling unit entered into by the tenant and authority.

"Resident" means a United States citizen or a permanent United States resident who is able to demonstrate his or her intent to reside in Hawaii. Intent to reside in Hawaii may be demonstrated by the following: length of time spent in Hawaii; leasing or renting of a home in Hawaii; filing of personal Hawaii

income tax returns; registering to vote in Hawaii. Hawaii driver's license; record of Hawaii motor vehicle registration; notification of hire to work in Hawaii; records of employment in Hawaii; military records substantiating Hawaii residency; enrollment of minor children in Hawaii schools; establishment of bank accounts and other accounts in Hawaii; written reference from Hawaii residents, relatives, or social agencies; and any other indicia which could substantiate a claim of an intent [of] to reside[.] in Hawaii.

"Security deposit" means a monetary deposit required [of each tenant] prior to admission [for] to federally-assisted public housing or use of community facilities that is applied against the cost of loss or damage [of] to the authority's property (reasonable wear and tear excepted) and non-payment of rent.

"Serviceman" means a person active in the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, and since July 29, 1945, the Commissioned Corps of the U.S. Public Health Service who has served therein at any time:

(1) On or after April 6, 1917, and prior to November 11, 1918;
(2) On or after September 16, 1940, and prior to July 26, 1947;
(3) On or after June 27, 1950, and prior to February 1, 1955; or
(4) On or after August 6, 1964 and prior to May 7, 1975.

"Sexual orientation" means homosexuality, heterosexuality, or bisexuality.

"Smoke" or "smoking" means inhaling or exhaling the fumes of tobacco or any other plant material, or burning or carrying any lighted smoking equipment for tobacco or any other plant material.

"Staff" means the employees or agents of the authority.

["Substandard housing" means a unit that:

(1) Is dilapidated;
(2) Does not have operable indoor plumbing;

(3) Does not have a usable flush toilet inside the unit for the exclusive use of a family;
(4) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
(5) Does not have electricity, or has inadequate or unsafe electrical service;
(6) Does not have a safe or adequate source of heat;
(7) Should, but does not, have kitchen; or
(8) Has been declared unfit for habitation by an agency or unit of government.]

"Tenant" means the person or persons who enter into a rental agreement with the authority [for] to reside in a dwelling unit.

"U.S.C." means the United States Code.

"Utility allowance" means the value of utilities such as electricity, gas, and water costs that are included in the gross rent of the [participant.] tenant. This does not include telephone or cable television services.

"Utility reimbursement" means the amount, if any, by which the utility allowance for the unit exceeds the total tenant payment of the family occupying the unit.

"Very low-income family" means a family whose annual income does not exceed fifty per cent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty per cent of the median income for the area [may be established] if HUD finds that such variations are necessary because of unusually high or low family incomes.

"Veteran" means any person who served in the military or naval forces of the United States who has been discharged or released from active service under conditions other than dishonorable.

"Violent criminal activity" means any [illegal] criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force [against the person or property of another.]

substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Parts 5, 903, 960, 965, 966; HRS §§356D-4, 356D-13)

§17-2028-3 Income limits. (a) Income limits for an applicant's admission to a public housing project shall be as prescribed by HUD annual income limit guidelines.

(b) The authority shall adjust the income limits as established and required by HUD.

(c) Because the HUD income limits are mandatory and the [Authority] authority has no discretion to amend or change the income limits, the income limits shall be established without a public hearing as provided in Chapter 91-3(d), HRS[.], as it existed on March 28, 2013. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §5.601; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-4 Asset transfers. (a) All assets transferred or assigned from an applicant or tenant to another person, within a [twenty-four month] two year period prior to submitting an application for the program or reexamination shall be included in determining an applicant's assets.

(b) [The value of the assets shall be based on the fair market value.] In determining assets, the authority shall include the value of any business or assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or a bankruptcy sale) during the two years preceding the date of the application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will

not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §5.603; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-5 Occupancy guidelines. (a) The authority shall establish occupancy guidelines to maintain the maximum usefulness of the dwelling units, while preventing excessive wear and tear or underutilization. The occupancy guidelines are incorporated by reference and attached as exhibit [F] A.

(b) The occupancy guidelines shall provide for minimum and maximum unit sizes depending on the number of persons in a household for purposes of determining unit size for the wait list. The occupancy guidelines are not to be confused with the authority's occupancy standards, which are based on prevailing county building codes. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 63 Fed. Reg. 70982-70987; 63 Fed. Reg. 70256-70257; HRS §§356D-4, 356D-13, 356D-31).

§17-2028-6 Occupancy standards. [Applicant and tenant] The authority and families shall abide by the occupancy standards for the admission and continued occupancy in housing projects as prescribed by the [occupancy standards which are incorporated by reference and attached as exhibit G. The standards follow the occupancy] housing codes of the county in which the units are located. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 63 Fed. Reg. 70982 - 70987; 63 Fed. Reg. 70256-70257; HRS §§356D-4, 356D-13, 356D-31).

§17-2028-7 Utility allowances. (a) The monthly rent for a [tenant] family residing in a federally-assisted public housing project shall include utility allowances established in accordance with HUD's standards for utility allowances[.] as described in 24 C.F.R. §965.505 as it existed on March 28, 2013.

(b) Utility allowances shall be calculated by determining the utility rate then multiplying it by the applicable quantity allowance. A schedule of applicable quantity allowances for lighting, electric domestic hot water heaters, miscellaneous electrical, gas domestic hot water heaters [is incorporated by reference and attached as exhibit H.]shall be developed annually and shall take into account relevant factors affecting consumption requirements, including:

(1) The equipment and functions intended to be covered by the allowance for which the utility will be used;
(2) The size of the dwelling units and the number of occupants per dwelling unit;
(3) Type of construction and design of the housing project;
(4) The energy efficiency of authority-supplied appliances and equipment;
(5) The utility consumption requirements of appliances and equipment whose reasonable consumption is intended to be covered by the total tenant payment; and
(6) Temperature of domestic hot water.

(c) The authority shall conduct a review of utility rates in January of each year[.] as required by 24 C.F.R. §965.507 as it existed on March 28, 2013. Electric and gas rate schedules for all providers shall be collected and reviewed for each month from the preceding January through December of the calendar year prior to the fiscal year beginning July 1. These monthly rates shall be averaged over the year period.

(d) The new utility allowances shall be posted and noticed to [residents] tenants at least sixty [(60)] days prior to the implementation date, during which time [residents] tenants shall have the

opportunity to present written or oral comments. The applicable schedules shall be publicly posted in a conspicuous manner at the authority's project offices and shall be furnished upon request. The implementation date for new allowances shall be July 1.

(e) Implementation of all new allowances or components of allowances, by utility, shall be required when there is more than a ten per cent change in [rates.]the resulting allowance due to a rate change since the last change was effective. In cases when a utility is granted a substantial rate increase in between the annual review, a mid-year allowance adjustment may be required.

(f) The authority may update the quantity allowances. To update the quantity allowance, units of various sizes in a sampling of different types of developments shall be surveyed to determine the types of existing equipment as well as to identify any factors affecting energy efficiency. If there is a variance in energy consumption factors [among] within housing projects, the worst case scenario shall be identified and utilized for calculating the quantity allowances. The authority may, at its option, develop property specific allowances for its properties.

(1) Allowances for lighting shall be developed by conducting a field survey of [various] a representative sample of units to determine the number and type of fixtures. The following factors shall be used to determine the kilowatt hour per month allowance for each unit size:

(A) The number of fixtures;

(B) Watts per fixture; and

(C) [Hours] Estimated hours of use per day.

(2) Allowances for miscellaneous electric equipment shall be based upon usage of a television, radio, miscellaneous small appliances, and a fan.

(3) The allowance for refrigerators is based on [a new, but non-energy efficient model. For 0, 1, and 2 bedroom units a 14 cubic foot model utilizing 155 kilowatt hours per month is assumed. For a 3, 4 and 5 bedroom unit, a 16 cubic foot model utilizing 165 kilowatt hours per month is assumed.] the equipment in place at the time of survey.

(4) Allowances for cooking shall be [930 kilowatt hours per year for 0, 1, and 2 bedroom units, and 1140 kilowatt hours per year for 3, 4, and 5 bedroom units, respectively.] based on the equipment in place at the time of survey.

(5) Allowances for electric domestic hot water heating shall be based on engineering calculations for each bedroom size assuming a certain number of occupants. The data used in the calculations include estimated consumption per occupant per day, temperature of incoming water, temperature of hot water supply, efficiency of heater, and energy required to heat water to supply temperature.

(6) Allowance for solar domestic hot water shall be based on a cost analysis of a domestic hot water heating system.

(7) Gas consumption allowances shall be developed using the same methodology as the electric consumption allowance.

(g) The authority shall provide medical disability allowances for [residents] tenants who have provided proof of medical necessity to the authority. The quantity allowances for medical equipment shall be [as follows:

(1) For window air conditioners, 229 kilowatt hours per month;

(2) For oxygen concentrators, 219 kilowatt hours per month;

(3) For nebulizers, 5 kilowatt hours per month;

(4) For electric hospital beds, 1 kilowatt hour per month;

(5) For alternating pressure pads, 51 kilowatt hours per month;
(6) For low air-loss mattresses, 88 kilowatt hours per month;
(7) For power wheelchairs or scooters, 33 kilowatt hours per month;
(8) For CPAP machines, 9 kilowatt hours per month; and
(9) For any other medical equipment, the quantity allowance shall be determined by taking the equipment's average energy consumption multiplied by the normal frequency of usage.]

determined by taking the equipment's average energy consumption multiplied by the normal frequency of usage.

(h) A [tenant] family shall pay for utility usage in excess of the applicable utility allowance.

(i) A [tenant] family shall receive a utility reimbursement when the utility allowance exceeds the total [tenant] family payment [with the exception of tenants] except where:

(1) The family is paying a flat rent[.];
(2) The utility reimbursement would result in a rent due to the authority below the minimum rent as established in section 17-2028-61; or
(3) The family has received a financial hardship exemption pursuant to section 17-2028-61(b) from the minimum rent payment and reimbursement would result in a balance due from the authority to the household.

(j) If a family resides in a dwelling unit served by authority-furnished utilities and must pay for utility usage in excess of the applicable utility allowance pursuant to subsection (h), where:

(1) A checkmeter has been installed, the family must pay the excess unit cost of the relevant utility amount based on the authority's average utility rate as described in subsection (b).

(2) A checkmeter has not been installed, the family must pay for excess usage resulting from estimated utility consumption attributable to tenant-owned major appliances or to optional functions of authority-furnished equipment according to the schedule described in subsection (b). [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§5.603, 5.632, 960.253, Part 965 Subpart E, §966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-8 Verification of information. An applicant or tenant shall provide documentation to verify information upon request of the staff. [Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Part 5, Subpart B; 24 C.F.R. §§960.203, 960.259; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-9 Misrepresentation. An applicant may be denied admission to a housing project if the applicant has submitted false information, withheld information, or made [willful] wilful misstatements. A tenant who does the same may be denied continued eligibility and have the rental agreement terminated. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 2

ELIGIBILITY

§17-2028-21 Applicants. (a) A person seeking admission to a housing project shall submit a completed pre-application form prepared by the authority. The applicant may file at any of the authority's in-take offices and apply for [any and all] one of the geographic waiting list areas prescribed in section 17-2028-36.

(b) The applicant shall be preliminarily placed on a waiting list upon submission of a completed pre-application form. Placement on a waiting list shall not be deemed a determination on eligibility or admission.

~~(b)~~(c) An applicant who has misrepresented material information shall not be eligible to file an application with the authority for twelve months from the date of written notification from the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.202, 960.203; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-22 Eligibility for admission and participation. (a) To be eligible for participation in the program, applicant and household members shall meet all of the requirements of the pre-application and final[-] application phases as set forth below:

(1) During the pre-application phase, the applicant and adult household members shall:
   - (A) Qualify as a family;
   - (B) Be income eligible as determined under section 17-2028-3;
   - (C) Not have an outstanding debt owed to the authority as a participant in any of its programs;
   - (D) Not have an outstanding liability for unpaid rent or damages incurred while

previously participating in any section 8 rental subsidy program or any HUD rental assistance program;

(E) Provide a social security number for all family members ~~who are at least six years of age~~ or certify that the person does not have a social security number;

(F) Not have been evicted since March 1, 1985, from a public housing program administered by the authority or any of its [predecessor,] predecessors, the housing and community development corporation of Hawaii or Hawaii housing authority;

(G) Not have been evicted from assisted housing by reason of drug-related criminal activity for a three-year period beginning on the date of the eviction unless the evicted tenant successfully completes a supervised drug rehabilitation program approved by the authority;

(H) Not have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal or state housing program;

(I) Not be [illegally using a controlled substance] currently engaging in illegal use of a drug or give the authority [a] reasonable cause to believe that [the] a household member's illegal use (or pattern of illegal use) of a [controlled substance] drug or abuse [alcohol by a household member,] (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of [a rental] the premises by other [residents] tenants. For the purposes of this subsection:

(i) [For the purposes of this subsection, "reasonable cause to

believe" means by a preponderance of the evidence;] "Currently engaged in" means the person has engaged in the behavior recently

enough to justify a reasonable belief that the behavior is current; and

(ii) [For the purposes of this subsection, in] In determining whether to deny eligibility based on a pattern of illegal use of a [controlled substance] drug or a pattern of abuse of alcohol by a household member, the authority may consider rehabilitation as provided for under 42 U.S.C. §13661(b)(2)(A)-(C) [effective October 1, 1999, which is incorporated by reference and attached as exhibit I;] as it existed on March 28, 2013.

(J) Not currently or during a three year period preceding the date when the applicant household would otherwise be selected for admission be engaged in any drug-related criminal activity or violent criminal activity or other criminal activity involving assault, terroristic threatening, firearms, dangerous weapons, harassment, kidnapping, sexual assault, extortion, forgery, burglary, unauthorized entry into a dwelling, unauthorized entry into motor vehicle, criminal property damage, criminal trespass on public housing property, disorderly conduct, child pornography, and consuming liquor on public housing property, which is considered as reasonably likely to ~~would~~ adversely affect the health, safety, right to peaceful enjoyment of the premises by other [residents,] tenants, the [owner,] authority, or [authority employees;] staff;

(K) Not have been convicted [in] of drug-related criminal activity for the

manufacture, production, or distribution of methamphetamines; [and]

(L) Not subject to lifetime registration requirements under any [State] state sex offender's registration program[.]; ~~(M) Not have a record of conduct or behavior within ten years of the projected date of admission which may be detrimental to the project, its tenants, or employees;~~

(~~N~~M) Not be using marijuana, even if pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013; and

(~~O~~N) Disclose ~~incidence of~~ tobacco use of all family members within the household.

(2) During the final application phase, the applicant and all adult household members shall meet the requirements as set forth in (1), above, as well as the following requirements:

(A) Not [engaged] engage in or [threatened] threaten abusive or violent behavior toward the authority's [personnel.] staff. For purposes of this subsection, ["threatened"] "threaten" means an oral or written threat or physical gestures that communicate intent to abuse or commit violence. Abusive or violent behavior may be verbal or physical and include use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate; and

(B) Furnish evidence of citizenship or eligible immigrant status as

provided for in 24 C.F.R. §5.508[, which is incorporated by reference and attached as exhibit J.] as it existed on March 28, 2013.

(b) An applicant's past performance in meeting financial obligations, especially rent, ~~shall~~may be considered by the authority in its selection of families for admission into its federally-assisted public housing program.

(c) An applicant who is continuously assisted under the [U.S.] United States Housing Act of 1937 [Housing Act], as amended, shall be admitted to the program as though the applicant was already a program participant. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 42 U.S.C. §13661; 24 C.F.R. §§5.216, 960.201, 960.202, 960.203, 960.204, 960.205; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-23 Notification of eligibility. (a) Upon making a determination of eligibility, the authority shall mail or cause to be delivered a written notification to an applicant. The notification shall specifically state the reasons for the determination.

~~(b) An eligible applicant shall be placed on [the] a waiting list.~~

~~(c)~~(b) An applicant determined to be ineligible for admission or participation in the program shall be provided an opportunity for an informal hearing pursuant to section 17-2028-24. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.208; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-24 Informal hearing for applicants determined to be ineligible for admission. (a) An applicant determined to be ineligible for admission or participation in the program may request an informal hearing by submitting a written request within

fourteen [working] calendar days from the date of notification of ineligibility.

(b) The informal hearing shall be scheduled within twenty-one [working] calendar days from the date the written request is received and shall be conducted by any person or persons designated by the authority, but shall not be a person who made or approved the determination of ineligibility or a subordinate of [this] such person.

(c) The applicant shall be given the opportunity to present evidence, which shall be considered by the hearing officer, along with the data compiled by the authority.

(d) A written notice of the hearing officer's decision shall be mailed to the applicant within twenty-one [working] calendar days after the hearing. The notice shall include an explanation of the reasons for decision. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.208; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 3

TENANT SELECTION

§17-2028-31 Nondiscrimination. Tenant selection and assignment shall be made without regard to race, color, sex, religion, marital status, creed, national or ethnic origin, age, familial status, gender identity, sexual orientation, handicap or disability or HIV infection. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.103; HRS §§356D-4, 356D-13, 356D-31, 515-3)

§17-2028-32 Income targeting. (a) Not less than forty per cent of families admitted to the program

during the fiscal year from the waiting list shall be extremely low income families.

(b) To the extent allowed by 24 C.F.R. § 960.202(b)(2) as it existed on September 5, 2013, admission of extremely low income families to the authority's Section 8 voucher program during the authority's fiscal year shall be credited against the targeting requirement in subsection (a).

[Eff 7/21/05; am and comp 9/4/07; comp]
(Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.202; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-33 Deconcentration. (a) For federally-assisted public housing projects, the authority shall give priority to applicants to ensure that, to the maximum extent feasible[;], the housing projects will include families with a broad range of income generally representative of low income families in the authority's area of operation. The authority shall not allow dwelling units to remain vacant awaiting an applicant who meets the appropriate income range.

(b) The authority may not concentrate very low-income families in dwelling units in certain public housing projects or certain buildings within projects. Additionally, the authority may not concentrate higher income families in dwelling units in certain housing projects or certain buildings within projects.

(c) In order to effectuate the policies stated in this section, the authority may reserve a certain percentage of units for applicant placement for applicants who do not qualify for a preference as described in section 17-2028-34. [Eff 7/21/05; am and comp 9/4/07; am and comp]
(Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§5.607, 903.1, 903.2, 960.204, 960.205, 960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-34 Local preferences. (a) Subject to section 17-2028-33(c), [Eligible] eligible applicants shall be given preference for admission in the program

in the order of the dates of their applications if, at the time they are seeking housing assistance, they fall within the following preference [categories:] priority groups:

(1) Involuntarily displaced;

(2) Victims of domestic violence who are participating in ~~or graduated from~~ a program with case management ~~in~~ through a domestic violence shelter, program, or ~~clearance house~~clearinghouse; or

(3) Homeless persons who are participating [or graduating from] in a ~~recognized~~ federally or state funded homeless transitional shelter or program [(which includes transitional shelters, supportive housing programs, and unsheltered homeless programs)], and who are in compliance with a social service plan[~~.~~]~~; or~~

~~(4) Families that have at least one adult member who is employed for not fewer than twenty hours per week for not less than the previous six months, provided that families whose adult members cannot work because of age or disability shall also receive this preference.~~

(b) Subject to section 17-2028-33(c), [Each] each preference in each priority group is of equal weight and an applicant who qualifies for any of the preferences shall receive assistance before any other applicant who is not so qualified regardless of:

(1) Place on the waiting list; or

(2) Date or time of submission of an application.

(c) A single applicant who is elderly, disabled or displaced shall be given preference over all other single applicants, regardless of the other single applicant's local preference.

(d) An applicant shall not receive preference if any adult member of the applicant family is a person who was evicted or terminated from any federally-assisted housing or state-aided public housing program operated by the authority for a three-year period

beginning on the date of eviction because of drug-related criminal activities unless the adult member has successfully completed a rehabilitation program approved by the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4; 356D-13) (Imp: 24 C.F.R. §960.204, 960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-35 Loss of preference. An applicant who declines one offer of a housing unit, without good cause, or who voluntarily requests cancellation of the application [after declining an offer], shall lose all preferences [and priorities] for a period of twelve months from the date the offer was declined or from the date of the request for cancellation. [Eff 7/21/05; am and comp 9/4/07; am and

comp] (Auth: 24 C.F.R. §960.206; HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-36 Waiting list. (a) The authority shall maintain fifteen geographical waiting lists, which are community wide in scope and consist of all eligible applicants as follows:

(1) City and County of Honolulu

(A) Honolulu waitlist~~(~~[(Red Hill to Palolo);] which is comprised of Ka'ahumanu Homes, Kalakaua Homes, Kalihi Valley Homes, Kamehameha Homes, Kuhio Homes, Mayor Wright Homes, Palolo Valley Homes, Punchbowl Homes, Pu'uwai Momi, Salt Lake Apartments, Spencer House, Kalanihuia, Makamae, Makua Ali'i, Paoakalani, and Pumehana~~)~~;

(B) Central Oahu waitlist~~(~~[(Wahiawa to Waialua);] which is comprised of Kauhale Nani, Wahiawa Terrace, and Kupuna Home O'Waialua~~)~~;

(C) Windward Oahu waitlist[;] which is comprised of ⟨Ho'okipa Kahalu'u, Kaneohe Apartments, Kauhale O'hana, Ko'olau Village, and Waimanalo Homes⟩; and

(D) Leeward Oahu waitlist⟨[(Pearl City, Waipahu, Waianae, Nanakuli, Kapolei).] which is comprised of Hale Laulima, Kau'iokalani, Maili I & II, Nanakuli Homes, Waimaha - Sunflower, and Waipahu I & II⟩.

(2) County of Hawaii

(A) [East Hawaii (Hilo, Honokaa to Ka'u);] Hilo waitlist which is comprised of ⟨Lanakila Homes, Punahele Homes, Pomaikai Homes, Hale Aloha O Puna, Hale Olaloa, Kauhale O'Hanakahi⟩; [and

(B) West Hawaii (Kona, Kohala, Waimea).]

(B) Honoka'a waitlist ⟨which is comprised of Hale Hauoli⟩;

(C) Ka'u waitlist ⟨which is comprised of Pahala⟩;

(D) Kona waitlist ⟨which is comprised of Ka Hale Kahalu'u, Hale Ho'okipa, Kaimalino, Kealakehe, and Nani Olu⟩;

(E) Waikoloa waitlist ⟨which is comprised of Ke Kumu 'Ekolu⟩; and

(F) Waimea waitlist ⟨which is comprised of Noelani I & II⟩.

(3) County of Maui

(A) East Maui waitlist⟨[(Kahului to Wailuku);] which is comprised of Kahekili Terrace and Makani Kai Hale⟩;

(B) West Maui waitlist⟨[(Lahaina);] which is comprised of Pi'ilani Homes and David Malo Circle⟩; and

(C) Molokai waitlist[.] ⟨which is comprised of Kahale Mua⟩.

(4) County of Kauai

(A) East Kauai waitlist⟨[Hanamaulu to Kapaa, Kilauea);] which is comprised of

Hui O Hanama'ulu, Kapa'a, Hale Nana Kai O Kea, and Hale Ho'olulu~~)~~; and

(B) West Kauai waitlist~~(~~[Koloa to Kekaha).] which is comprised of Ele'ele Homes, Hale Ho'onanea, Kalaheo Homes, Kekaha Ha'aheo, Kawailehua, and Home Nani~~)~~.

(b) Applicants shall be notified of the opportunity to apply for and be placed on [any and all] one of the waiting lists through notices posted in a conspicuous place at the authority's offices that accept applications and printed statements in the authority's informational material on its application process.

(c) Placement of applications on the waiting list shall be based upon the following:

[(1) Geographic preference;

(2)](1) Size of dwelling unit required based on occupancy standards;

[(3)](2) Type of dwelling unit required (e.g., accessible for persons with disabilities);

[(4)](3) Local preference[,] subject to income targeting and deconcentration policies and goals; and

[(5)](4) Date and time of receipt of application.

(d) [Applicant] An applicant cannot remain on a waiting list if they are currently [the lessee] a tenant in any federal public housing program.

(e) An applicant shall notify the authority of any change[,] which will affect applicant's place on the waiting list and the authority's ability to contact applicant. Changes include, but are not limited to, family status, financial status, preference status, mailing address, and current residence. [An applicant may continue to be on the waiting list even though applicant is a tenant in or receiving housing assistance from another housing program.]

(f) An applicant may elect to change from one geographic waiting list to another geographic waiting list while maintaining the original date and time of their application upon proper written notice to the

authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: 24 C.F.R. §§960.206; HRS §§356D-4; 356D-13) (Imp: 24 C.F.R. §960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-37 Removal from waiting list. [(a)] An applicant shall not be removed from the waiting list unless:

[(1)](a) The applicant requests that applicant's name be removed;

[(2)](b) The applicant fails to notify the authority of applicant's continued interest for housing at least once every twelve months;

[(3)](c) The applicant no longer meets the eligibility criteria set forth in section 17-2028-22;

[(4)](d) The applicant fails to respond to the authority's reasonable contact efforts. Correspondence to the last known address will constitute reasonable effort to contact;

[(5)](e) The applicant fails without good cause to keep a scheduled interview or to provide requested information necessary to determine eligibility; or

[(6)](f) The applicant misrepresents any material information to the authority in the application or otherwise. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.206, 960.208; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-38 Closing the waiting list. (a) The authority, at its discretion, may restrict acceptance of applications, and close the waiting list in whole or in part, when it determines that it will be unable to assist all the applicants on the waiting list within a reasonable period of time.

(b) The authority shall announce any closure and reopening of the application process [by publishing notices in a newspaper of general circulation and minority newspapers, and notifying social service organizations.] through notices posted in a

conspicuous place at the authority's offices that accept applications.

(c) During periods when application acceptance is closed and until it is reopened, the authority shall not maintain a list of persons to be notified when application acceptance is reopened.

[Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.202, 960.206; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-39 Offers. (a) An applicant shall be afforded one offer to [lease] rent a suitable unit.

(b) The offer to eligible applicants shall be made in sequence based upon the following:

[(1) Geographical preference;

(2)](1) Size of dwelling unit required;

[(3)](2) Type of dwelling unit required (e.g. accessible units for the mobility, hearing or visually impaired);

[(4) Factors affecting priorities and preferences as established by the authority;]

(3) Local preferences, subject to income targeting and deconcentration policies and goals; and

[(5) Broad range of income families in the area; and

(6)](4) Date and time the application was received.

(c) Upon refusal of one offer, without good cause, the applicant's name will be cancelled from all waiting lists on which the applicant's name has been placed.

(d) An applicant shall not be considered to have been offered a unit if an offer has been declined for good cause. Good cause may include, but is not limited to the following:

(1) The unit is not of the proper size or type and the applicant would be able to reside there only temporarily (e.g., a specially

designed unit that is awaiting a person with a disability needing such a unit);

(2) The unit offered is unsuitable for health or safety reasons for the applicant;

(3) The applicant is unable to move at the time of the offer and presents clear evidence which substantiates this to the authority's satisfaction, including, but not limited to:

(A) A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;

(B) A court verifies that the applicant is serving on a jury which has been sequestered; or

(C) A landlord verifies that the applicant has an existing [lease] <u>rental agreement</u> that cannot be breached without causing undue financial hardship.

(4) The applicant's acceptance of the offer would result in undue hardship not related to consideration of race, color, national origin, or language and the applicant presents evidence which substantiates this to the authority's satisfaction (e.g., [where current employment or day care facilities are inaccessible).] <u>inaccessibility to source of current employment or day care facilities).</u> [Eff 7/21/05; am and comp 9/4/07; am and

comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.202, 960.203, 960.206, 960.208; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-40 Occupancy of accessible dwelling units. (a) The authority shall take the following nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. When an accessible unit becomes vacant the authority shall, before offering such units to an applicant without a disability, offer such unit:

(1) First, to a current occupant of another unit of the same project or other projects within the same housing program, having [handicaps] disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

(2) To an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant unit.

(b) When an applicant [without a disability requiring the accessibility features of the unit] accepts [such unit,] an accessible unit, and the applicant does not have a disability that requires the accessibility features of the unit, the applicant shall be required to agree to move to a non-accessible unit when one becomes available. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: §§356D-4, 356D-13) (Imp: 24 C.F.R. §8.27, ; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 4

OCCUPANCY AND RENTAL AGREEMENT

§17-2028-51 Rental agreement. (a) A tenant shall enter into a rental agreement with the authority that sets forth the conditions of occupancy for the tenant including, but not limited to, the rental terms, security deposit, smoking prohibitions, eligibility reexaminations and rental adjustments, and for welfare recipients, authorization for the authority to draw rental payments directly from their EBT or bank accounts.

(b) No tenant shall be permitted to remain in a housing project without a valid rental agreement. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-52 Eligibility for continued occupancy. (a) To be eligible for continued occupancy in a housing project, the tenant shall:

(1) Qualify as a family;

(2) Conform to the occupancy standards;

(3) Abide by smoking prohibitions pursuant to section 17-2028-60;

(4) Not have a record of conduct or behavior which may be detrimental to the project, its tenants or employees[;] of the authority; and

(5) Except for an exempt individual, conform to the following community service and economic self-sufficiency requirements:

(A) Contribute eight hours per month of community service (not including political activities);

(B) Participate in an economic self-sufficiency program for eight hours per month; or

(C) Perform eight hours per month of combined activities as described in paragraphs (A) and (B), above.

(b) Except for a newborn child, a person shall not be permitted to join or rejoin the family until [it is verified] the authority verifies that the person meets the eligibility requirements set forth in section 17-2028-22[.], and approves of the family's request to add a family member as an occupant of the unit. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: C.F.R. §§960.603, 966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-53 Reexamination. (a) For [tenants] families who pay an income-based rent, the authority shall reexamine a tenant's annual income, assets, family composition, and any other matter necessary to determine a tenant's rent and eligibility for continued occupancy at least once every twelve months.

(b) For [tenants] families who pay a flat rent pursuant to section 17-2028-62, the authority shall conduct reexaminations as follows:

(1) At least once every twelve months, the authority shall reexamine [a tenant's family] the family's composition and any other matter necessary to determine [a tenant's] the family's eligibility for continued occupancy; and

(2) At least once every three years, the authority shall reexamine [a tenant's] the family's annual income, assets and any other matter necessary to determine [a tenant's] the family's eligibility for continued occupancy.

(c) For all [tenant] families who include non-exempt individuals, the authority shall also annually reexamine compliance with community service and

economic self-sufficiency requirements. [Eff 7/21/05; am and comp 9/4/07; am and comp]

(Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.257, 966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-54 Reexamination results. (a) A [tenant] family shall be given written notification within a reasonable time, after determination by the staff, of both the [tenant's] family's eligibility for continued occupancy and rent schedule.

(b) A [tenant] family found ineligible for continued occupancy by the staff shall be required to vacate the dwelling unit[.] unless the ineligibility is due to noncompliance with community service requirements pursuant to 24 C.F.R. Part 960, Subpart F as it existed on March 28, 2013. In such cases of noncompliance with community service requirements, the rental agreement shall not be renewed at the end of the twelve month term unless:

(1) The tenant, and any other noncompliant family member, enter into a written agreement with the authority, in the form and manner required by the authority, to cure such noncompliance in accordance with such agreement; or

(2) The family provides written assurance satisfactory to the authority that the tenant or other noncompliant family member no longer resides in the unit.

(c) A [tenant] family aggrieved by the reexamination results may request a hearing pursuant to the authority's grievance procedure as provided in chapter 17-2021[, Hawaii administrative rules]. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.257, 960.607, 966.4, 966.51; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-55 Special reexamination. If at the time of admission or reexamination, a family's income cannot be reasonably anticipated for the next twelve-month period, the authority may schedule a special reexamination at any time prior to the next annual reexamination when deemed necessary.
[Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §5.609; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-56 Interim rent adjustment. (a) The authority may adjust a [tenant's] family's rent between reexamination if a tenant reports a change in family income. However, adjustments to rent shall not be made for covered families with reduced welfare benefit payments resulting from welfare sanctions for noncompliance with welfare self-sufficiency and work activity requirements. [(b)] Adjustments, reflecting a lower rent, shall be made effective on the first of the month following the month the report was made. The authority will not process the rent adjustment if it confirms that the decrease in income will last less than thirty calendar days.

[(c)](b) A tenant who has obtained a decrease in rent under this section[,] shall report all income increases to the authority which occur prior to the next reexamination within ten business days of when tenant knows the increase will occur, and rent shall be readjusted accordingly. Any increase in rent shall be effective on the first day of the second month following the month in which the change occurred.

[(d)](c) A tenant who fails to report any increase in income after obtaining a decrease in rent under this section shall be subject to a back rent charge retroactive to the month in which the rent increase should have been made[.] pursuant to section 17-2028-58.

(d) A tenant shall report to the authority any changes in family composition. Rent adjustment shall be made between reexaminations when a person with

income is added to the family and the rent adjustment shall be effective on the first of the second month following the approved inclusion. [Eff 7/21/05; am and comp 9/4/07; am and comp]

(Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§5.615, 960.257, 966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-57 Tenant transfers. (a) Tenant transfers shall be made without regard to race, sex, color, creed, age, religion, gender identity, sexual orientation, handicap, national origin, or familial status.

(b) The authority may transfer a [tenant] family to another dwelling unit:

(1) To prevent overcrowding or under utilization of a dwelling unit as determined by the authority at the time of the annual or interim reexamination;

(2) To preserve the purpose for which a project or unit was specifically developed or designed such as to meet the needs of the elderly or persons with disabilities;

(3) [To meet a verifiable health or safety need;] Based on an emergency where conditions of the dwelling unit, building or project pose an immediate, verifiable threat to life, health or safety of the family;

(4) For economic reasons affecting the tenant or the authority; [or]

(5) For administrative reasons determined by the authority including, but not limited to, permitting modernization, renovation, or rehabilitation work and transferring eligible tenants with disabilities from State-aided public housing projects to federally-assisted public housing projects[.]; or

(6) As a reasonable accommodation.

(c) Tenant transfers [shall] may take priority over new admissions.

(d) A [tenant] family shall be afforded one offer to transfer to a unit that meets the criteria set forth in (b) above within the same housing project

in which the [tenant] family resides. If such unit is not available, [tenant] the family may then be offered a unit in another housing project under the control of the management unit. If such a unit is not available, [tenant] the family may then be offered a suitable unit on the island on which [tenant] the family resides. Declining an offer to transfer for good cause as determined by the authority shall not be considered a refusal.

(e) A [tenant] family requesting a transfer shall not be transferred during periods when eviction proceedings have been initiated or are in process against such [tenant] family, which includes the issuance of a notice of violation of the rental agreement by the authority for which the authority is seeking eviction, or scheduling a grievance hearing related to same or during any periods of conditional deferment of eviction action against such [tenant.] family.

(f) A [tenant] family requesting a transfer, who is not current with rent or other charges, and who does not have an approved payment arrangement shall not be transferred until the situation is resolved to the satisfaction of the authority.

(g) A [tenant] family shall not be transferred between any federally-assisted housing programs.

(h) The authority may terminate the rental agreement of a [tenant] family who refuses to transfer as required by the authority. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-58 Backcharges. (a) A [tenant] family shall pay in full any backcharges within [one hundred eighty] ninety days from the date of notification of the backcharge[.]; provided that where the family timely reports a change in income to the authority and a backcharge results from an increase in income, payment for any backcharges shall not be due until ninety days from the date of a completed reexamination or interim rent adjustment. Failure to do so shall result in the termination of the rental agreement.

(b) The authority may, in its discretion, elect to negotiate a reasonable payment arrangement with a family to ensure payment in full of any backcharges. When the authority determines not to exercise this discretion, the family shall be responsible for the full balance of backcharges as stated in subsection (a). [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-59 Rental agreement termination. (a) [Tenant] A family shall give the authority at least twenty-eight days written notice that the [tenant] family will vacate the [tenant's] family's unit prior to the vacate date.

(b) The authority may terminate a rental agreement when the tenant, any member of the tenant's household, or any guest or other person under the tenant's control:

(1) Fails to observe or perform any covenant or obligation of the rental agreement, or rule of the authority [of] or housing project, or law or ordinance of a governmental agency that pertains to or establishes standards of occupancy[;]. This includes but is not limited to the following:

(i) Serious or repeated violation of the material terms of the rental agreement, including failure to make payments due or fulfill household obligations set forth in the rental agreement;

(ii) Failure to provide family income, assets, employment and composition information and documentation to enable the authority to determine the family's rental rate and eligibility for continued occupancy;

(iii) Family no longer conforms to the occupancy limits as established by the authority for the unit occupied by the family and the family refuses to move to the first appropriate size unit offered;

(iv) When requested by the authority due to health and safety, repair, abatement, construction or renovation of the dwelling unit, the family refuses to move;

(v) Family is ineligible for continued occupancy;

(vi) Failure of a family member to comply with community service requirement provisions of 24 C.F.R. part 960, subpart F as it existed March 28, 2013, provided that such failure shall result in non-renewal of rental agreement and termination of tenancy at the end of the twelve-month rental agreement term;

(vii) At the time of admission, reexamination, interim or at any other time, the family has submitted false information or has withheld valuable information or has made wilful misstatements; and

(viii) Family fails to accept the authority's offer of a revision to the existing rental agreement.

(2) Engages in the illegal use of a [controlled substance] drug or gives the authority [a] reasonable cause to believe that the illegal use (or pattern of illegal use) of a [controlled substance] drug or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of [a rental] the premises by other [residents;] tenants;

[(3) Whose illegal use of a controlled substance, or abuse of alcohol, is determined by the authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

(4)] (3) Who the authority determines engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other [residents;] tenants;

[(5)] (4) Who the authority determines engages in any drug-related criminal activity on or near the authority's [property; or] premises;

[(6) Tenant threatens or implies to threaten] (5) Threatens the health or safety of an employee[/], contractor or [agency] agent of the authority or State;

~~(6) Fails to disclose use of marijuana, even if pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013, prior to offer and acceptance of a rental agreement as required in section 17-2028-22;~~

(~~7~~6) Violates the smoking prohibitions pursuant to section 17-2028-60 on more than three occasions and receives written notice of said violations; provided that if tenant, any member of the tenant's household, or any guest or other person under the tenant's control receives only one violation of section 17-2028-60 in one year, and

participates in and completes a smoking cessation service program within the same year, the authority will clear the one violation and shall not deem the incident as a violation for the following year;

(~~8~~7) Fails to maintain utility services;

(~~9~~8) Has been convicted of a felony during the term of the tenancy, and the felony is related to the authority's property or funds, the resident association or tenant association's property or funds, homicide, assault, terroristic threatening, firearms, dangerous weapons, kidnapping, sexual assault, extortion, burglary, unauthorized control of propelled vehicle, and criminal property damage. This subsection does not apply to tenant's guest or other person under tenant's control;

(~~10~~9) Flees to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

(~~11~~10) Violates a condition of probation or parole imposed under federal or state law; or

(~~12~~11) Engages in wilful damage to the authority's property.

(c) The authority shall give a tenant written notice of the proposed termination of the rental agreement [of not less than:] that conforms to 24 C.F.R. §966.4 as it existed on March 28, 2013, such as:

(1) Fourteen days in the case of failure to pay rent[;] except for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a financial hardship exemption pursuant to section 17-2028-61(b);

(2) A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the

health or safety of other tenants or project employees; or

(3) Thirty days in all other cases.

The authority shall terminate a rental agreement in accordance with chapter 356D[.], HRS.

(d) The authority may terminate a rental agreement if any member of the family engages in the use of marijuana, even if pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: 24 C.F.R. §966.4; §§356D-4, 356D-13; 356D-98) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31, 356D-92)

§17-2028-60 Smoking prohibited. (a) Smoking is prohibited in all public housing projects, or portions of public housing projects, including inside dwelling units, unless specifically exempted by the authority in the ACOP, including:

(1) In all common areas and community facilities in and around the authority's public housing projects. The authority may designate additional common areas in the ACOP; and

(2) Within a presumptively reasonable minimum distance of twenty feet from entrances, exits, and windows that open to common areas, community facilities, and dwelling units, and ventilation intakes that serve common areas, community facilities, and dwelling units, including enclosed or partially enclosed areas where smoking is prohibited.

(b) This prohibition applies to the use of marijuana, even if its use is pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013 that was given subsequent to tenant placement in the dwelling unit.

(c) Where smoking is not prohibited in a dwelling unit pursuant to subsection (a) and the

household includes a person who smokes as disclosed pursuant to section 17-2028-22, the family shall pay a non-refundable monthly fee of $5.00.

(d) The authority may discontinue the monthly fee required in subsection (c) when a family can demonstrate to the authority reasonable cause to believe that no member of the household continues to smoke. For the purposes of this subsection:

(1) "Reasonable cause to believe" means by a preponderance of the evidence; and

(2) In determining whether to discontinue charging the monthly fee, the authority may consider completion of a smoking cessation program.

[Eff and comp] (Auth: §§356D-4, 356D-13) (Imp: 24 C.F.R. §§903.7, 966.3; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 5

RENTS [AND], SECURITY DEPOSITS, and OTHER CHARGES

§17-2028-61 Minimum rents. (a) There is established a minimum rent of [$0.00] $50.00 per month.

(b) The authority shall grant an exemption from payment of minimum rent if the family is unable to pay the minimum rent because of financial hardship attributable only to the following situations:

(1) The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;

(2) The family would be evicted because it is unable to pay the minimum rent;

(3) The income of the family has decreased because of changed circumstances, including loss of employment;

(4) A death has occurred in the family; and

(5) Other circumstances determined by the authority or HUD.

(c) If a family requests a financial hardship exemption, the authority shall suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the authority determines whether there is a qualifying financial hardship and whether it is temporary or long term.

(d) When the authority determines that a qualifying financial hardship is temporary, the authority shall reinstate the minimum rent from the beginning of the suspension of the minimum rent ninety days after receiving the exemption request. The authority shall offer a reasonable payment arrangement to the family to ensure payment in full of any backcharges.

(e) When the authority determines a qualifying financial hardship is long term, the authority shall exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

(f) When the authority determines that there is no qualifying financial hardship exemption, the authority shall reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family shall be responsible for backcharges as established in section 17-2028-58 and shall not be eligible for payment arrangements as provided under section 17-2028-58(b). [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. 5.630; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-62 Choice of rent. Once a year, the authority shall give each [tenant] family the opportunity to choose between two methods of

determining the monthly tenant rent. The [tenant] family may choose to pay either a flat rent or income-based rent.

(a) The flat rent shall be the fair market rents ("FMRs") that are determined by HUD, at least annually, pursuant to 24 C.F.R. §888.113[.] as it existed on March 28, 2013. These [fair market rents,] FMRs, which include utilities (exclusive of telephone and cable television), are established for dwelling units of various bedroom sizes[, and which are incorporated by reference and attached as exhibit K]. Because the FMRs are determined by HUD and the authority has no discretion to amend or change the FMRs, the FMRs shall be established without a public hearing as provided in Section 91-3(d), HRS.

(b) The income-based rent is based on thirty per cent of [tenant's] the family's monthly adjusted income or ten per cent of the family's monthly income, or the minimum rent set forth in section 17-2028-61, whichever is greater.

(1) The income-based rent does not include charges for excess utility consumption or other charges.

(2) The income-based rent shall not exceed the total tenant payment pursuant to 24 C.F.R. §5.628 as it existed on March 28, 2013, for the family minus any applicable utility allowance for tenant-paid utilities. If the utility allowance exceeds the total tenant payment, the authority shall pay such excess amount (the utility reimbursement) either to the family or directly to the utility supplier to pay the utility bill on behalf of the family. If the authority pays the utility supplier, the authority shall notify the family of the amount of the utility reimbursement paid to the supplier.

(3) For purposes of establishing the income-based rent, the authority shall exclude from annual income the earned income of previously unemployed family members and increases in earnings of a family member

during participation in any economic self-sufficiency or other job training program as provided for in 24 C.F.R. §960.255 as it existed on March 28, 2013 and the PHA plan.

(c) If a [tenant] family is unable to pay the flat rent because of financial hardship, the [tenant] family may at any time request a switch to payment of income-based rent prior to the next annual option to select the type of rent. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §356D-15) (Imp: HRS §§356D-4, 356D-13; 24 C.F.R. §§5.628, 960.253, 960.255; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-63 Security deposits. (a) Prior to admission to a housing project, a [tenant] family shall pay a security deposit in an amount not to exceed one month's rent. The security deposit may be applied to rent or used to repay charges owed to the authority upon the termination of the rental agreement.

(b) Where smoking is not prohibited in a dwelling unit pursuant to section 17-2028-60(c) and the household includes a person who smokes as disclosed pursuant to section 17-2028-22, the family shall pay an initial refundable smoking deposit of $75.00.

(c) The authority may charge a non-refundable community facilities maintenance fee of not less than one per cent of the community facilities expenses for rental and use for private functions. Resident associations that are duly recognized by the authority shall be exempt from the payment of this deposit. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31).

§17-2028-64 Other Charges. The authority may charge a family, in addition to monthly rent and applicable utility charges, the following:

(a) A late fee of $25.00 if the monthly rent is paid after the seventh business day of that month;

(b) A dishonored check fee of $25.00 for every check made payable to the authority that is returned for insufficient funds; and

(c) Maintenance costs which includes repair costs related to damages to the dwelling unit or appliances or equipment furnished by the authority, in excess of ordinary wear and tear, and for any repairs to project buildings, facilities, or common areas required because of the wrongful act or negligence of the family or the family's guest or visitor.

[Eff and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §966.4; HRS §§356D-4, 356D-13, 356D-31).

SUBCHAPTER 6

FAMILY SELF-SUFFICIENCY PROGRAM

§17-2028-71 Family self-sufficiency program. The objective of the authority's family self-sufficiency (FSS) program is to reduce the dependency of low-income families on welfare assistance, section 8, public housing, or any federal, state, or local rent or homeownership subsidies. Under the family self-sufficiency program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. [Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Part 984; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-72 Eligibility. (a) Tenants in the authority's federal public housing program are eligible to participate in the family self-sufficiency program.

(b) Preference shall be given to applicants who already receive family self-sufficiency-related support services for fifty per cent or less of the allocations. [Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Part 984; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-73 Recruitment and outreach. (a) The authority shall conduct outreach programs to recruit participants for the family self-sufficiency program.

(b) Outreach efforts may include the following:

(1) Sending informational brochures to each family participating in the authority federal public housing program;

(2) Conducting orientation sessions for families who express an interest in participating in the family self-sufficiency program; and

(3) Identifying and targeting potential families in the authority's caseloads.

[Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Part 984; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-74 Selection. (a) Families will be selected without regard to race, color, religion, sex, disability, gender identity, sexual orientation, familial status, or national origin.

(b) Families will be selected by date of receipt of the family self-sufficiency application.

(c) In the event there are more applicants than family self-sufficiency allocations available, the authority shall conduct a lottery to determine placement on the waiting list.

(d) Initially, up to twenty-five tenants may be selected to participate in the family self-sufficiency program. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Part 984; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-75 Termination or withholding of service. (a) The authority shall monitor and assess the family self-sufficiency participant's progress and compliance with the goals set forth in the contract of participation. When the authority determines that the family self-sufficiency participant is not making progress or complying with the goals of the contract of participation, the authority shall notify the family self-sufficiency participant of such determination and provide the family self-sufficiency participant six months to demonstrate compliance with the plan of the contract of participation.

(b) If no progress has been made or the family self-sufficiency participant is still not complying with the contract of participation after the six-month period, the authority shall provide the family self-sufficiency participant with a written notice of intent to terminate or withhold services and of the opportunity to request an informal hearing. [Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Part 984; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 7

SPECIAL PROGRAMS

§17-2028-81 Special programs. The authority may administer programs that are created for special or specific purposes to benefit specific categories of persons pursuant to HUD regulations governing those programs. This may include selection from wait lists and lists of participants using criteria that are different from those provided in this chapter. [Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. 960.505; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-82 Occupancy by police officers. (a) For purposes of this section, "police officer" means a person determined by the authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, State or local government or by any agency of these governments.

(b) For the purpose of increasing security for [residents] tenants of a public housing project, the authority may allow police officers that would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit.

(c) The authority shall include in the PHA annual plan or supporting documents the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing [residents.] tenants.

(d) Occupancy by police officers shall be carried out pursuant to 24 C.F.R. [§960, subpart E.] 960.505, as it existed on March 28, 2013. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §960.505; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-83 Designated housing. (a) The authority may designate public housing projects, or portions of public housing projects, for occupancy by disabled families, elderly families, or mixed populations of disabled and elderly families.

(b) The authority shall designate public housing projects, or portions of public housing projects in accordance with 24 C.F.R. Part 945[.] as it existed on March 28, 2013. The authority shall also include a description of the designation activity in the PHA plan. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. Part 945; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 8

HOUSEHOLD PETS

§17-2028-91 Pet ownership. (a) The authority may permit pet ownership by [residents] tenants of public housing, subject to compliance with the authority's pet policy established in the PHA plan.

(b) This subchapter does not apply to animals that assist, support or provide service to persons with disabilities. [Eff 7/21/05; am and comp 9/4/07; am and comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.705, 960.707; HRS §§356D-4, 356D-13, 356D-31)

§17-2028-92 Conditions for pet ownership. (a) A [resident] tenant shall comply with the authority's reasonable conditions for pet ownership that include, but are not limited to, the following:

(1) Obtaining a permit from the authority to own a pet pursuant to the requirements set forth in the authority's pet policy established in the PHA plan; and

(2) Complying with the authority's rules for pet ownership.

(b) The authority may revoke a pet permit for the following reasons:

(1) The authority determines that the pet is not properly cared for;

(2) The pet presents a threat to the safety and security of other tenants, employees of the authority, contractors and others on the premises;

(3) The pet is destructive or causes an infestation;

(4) The pet disturbs other tenants for reasons including, but not limited to, noise, odor, cleanliness, sanitation, and allergic reactions;

(5) The pet owner fails to provide an annual update on the pet as required in the pet rules;

(6) The resident association or project pet committee, which consists of [residents] tenants with and without a pet, recommends to the authority that the pet permit be revoked due to a demonstrated lack of cooperation and responsibility in maintaining the pet; or

(7) Tenant fails to pay on a timely basis the following applicable pet fees:

(A) An initial pet deposit of $75.00 or an amount equal to the total tenant payment, whichever is lower; and

(B) For owners of a dog or cat, a non-refundable monthly fee of $5.00. This fee shall not apply to residents of

projects for the elderly and persons with disabilities. [Eff 7/21/05; am and comp 9/4/07; am and

comp] (Auth: HRS §§356D-4, 356D-13) (Imp: 24 C.F.R. §§960.705, 960.707; HRS §§356D-4, 356D-13, 356D-31)

SUBCHAPTER 9

MISCELLANEOUS PROVISIONS

§17-2028-101 Severability. If any part, section, sentence, clause, or phrase of this chapter, or its application to any person or transaction or other circumstances, is for any reason held to be unconstitutional or invalid, the remaining parts, sections, sentences, clauses, and phrases of this chapter, or the application of this chapter to other persons or transactions or circumstances, shall not be affected. [Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §§356D-4, 356D-13) (Imp: HRS §1-23)

§17-2028-102 Number and gender. Words in the singular or plural number and masculine gender shall have the same meaning as defined in section 1-17, HRS." [Eff 7/21/05; am and comp 9/4/07; comp] (Auth: HRS §356D-4, 356D-13) (Imp: HRS §1-17)

2. Material, except sources notes, to be repealed is bracketed. New material is underscored.

3. Additions to source notes to reflect these amendments and compilation are not underscored.

4. These amendments to and compilation of chapter 17-2028, Hawaii Administrative Rules shall take effect ten days after filing with the Office of the Lieutenant Governor.

I certify that the foregoing are copies of the rules, drafted in the Ramseyer format pursuant to the requirements of section 91-4.1, Hawaii Revised Statutes, which were adopted on _____ and filed with the Office of the Lieutenant Governor.

_____
DAVID J. GIERLACH, Chairperson
Board of Directors
Hawaii Public Housing Authority

APPROVED AS TO FORM:

_____
Deputy Attorney General

EXHIBIT [F]A

OCCUPANCY GUIDELINES

The [corporation] authority does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The Occupancy Guidelines for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy guidelines, an adult is a person 18 years or older.

All guidelines relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

One bedroom will be generally assigned for every two family members. The [corporation] authority shall consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and the size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration shall also be given for medical reasons and the presence of a live-in aide.

Single person families shall be allocated one bedroom.

GUIDELINES FOR DETERMINING BEDROOM SIZE FOR WAIT LIST

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10

Reviewed by the Executive Director
October 10, 2013

FOR ACTION

MOTION: To Adopt Further Amendments to following sections of Chapter 17-2020 "Evictions – Practice and Procedure", Hawaii Administrative Rules previously adopted by the Board: Section 17-2020-5(b), *Grounds for termination of tenancy and eviction*; Section 17-2020-11, *Notice of Cause for Cases referred for eviction prior to June 28, 2002*; Section 17-2020-12, *Notice of Cause for Cases referred for eviction on or after June 28, 2002*; Section 17-2020-13, *Notice of Hearing*; Section 17-2020-14, *Request for Subpoena*; and Section 17-2020-33, *Curable and Non-curable violations*, and to Authorize the Executive Director to Undertake All Actions Necessary under Chapter 91, Hawaii Revised Statutes, Administrative Directive No. 09-01, and present them for public hearing

I. FACTS

A. The Hawaii Public Housing Authority (HPHA) Federal Low Income Public Housing (LIPH) inventory is governed by a variety of federal, state, and agency statutes and rules, such as the Code of Federal Regulations and Chapter 356D, Hawaii Revised Statutes (HRS).

B. Act 196, Session Laws of Hawaii (SLH) 2005, as amended by Act 180, SLH 2006, separated the housing financing and development functions from the Housing and Community Development Corporation of Hawaii (HCDCH) and created the Hawaii Housing Finance and Development Corporation (HHFDC), and the Hawaii Public Housing Authority (HPHA). Act 196 became effective on July 1, 2006. Act 196 provided that all HCDCH administrative rules would remain in effect until amended.

D. Sections 356D-13, 356D-94, and 356D-98, HRS, authorize the HPHA to adopt administrative rules with the force and effect of law to govern evictions from its federal low income public housing inventory.

E. The HPHA has consistently managed the federal LIPH evictions in accordance with Chapter 17-2020 "Evictions – Practice and Procedure", Hawaii Administrative Rules (HAR).

F. In 2012 and 2013, the Board approved proposed amendments to HAR Chapter 17-2020 "Evictions – Practice and Procedure". The HPHA then requested the Governor's permission to take the proposed rules to public hearing.

G. In 2012 and 2013, the Board also adopted proposed amendments to HAR Chapter 17-2028 "Federally-Assisted Public Housing Projects". The HPHA then requested the Governor's permission to take the proposed rules to public hearing.

H. Upon review of the proposed amendments to HAR Chapter 17-2028 "Federally-Assisted Public Housing Projects", the Governor requested that the HPHA revise certain rule sections before the proposed amendments to HAR Chapter 17-2028 were presented for hearing to the public.

I. Based on the Governor's request for revisions to HAR Chapter 17-2028, and the Department of the Attorney General's additional comments, the HPHA is recommending that the Board approve further amendments to HAR Chapter 17-2020, "Evictions – Practice and Procedure" for clarification and consistency with the proposed amendments to HAR Chapter 17-2028.

J. Once approved by the HPHA Board of Directors, the agency must request permission to take the proposed rules to public hearing from the Governor. The HPHA staff must give thirty days' notice to the public and hold hearings on the Islands of Kauai, Oahu, Maui, and Hawaii.

K. Once the hearing process has been completed, the HPHA must request that the Governor to adopt the Rule and file certified copies with the Office of the Lieutenant Governor.

II. DISCUSSION

A. Section 17-2020-5(b), *Grounds for termination of tenancy and eviction*: The language is further clarified and simplified by the Department of the Attorney General to provide that the grounds for termination of tenancy are as set forth in HRS section 356D-92 and HAR section 17-2028-59.

B. Section 17-2020-11, *Notice of Cause for Cases referred for eviction prior to June 28, 2002*. The Board previously approved amending HAR section 17-2020-11 regarding the notice requirements for cases referred for eviction **before** July 1, 2012. See Attachment B, Redline Version of HAR 17-2020. This amendment had been requested because at that time, HRS section 356D-92 had recently been amended and took effect on July 1, 2012. As a significant period of time has passed since HRS section 356D-92 took effect, this amended rule is no longer needed. The Department of the Attorney General recommends that the proposed amendment be deleted.

C. Section 17-2020-12, *Notice of Cause for Cases referred for eviction on or after June 28, 2002.* The Board previously approved amending HAR section 17-2020-12 to provide for the notice requirements for cases referred for eviction **after** July 1, 2012 for the same reasons set forth in above paragraph B. See Attachment B, Redline Version of HAR 17-2020. The Board previously approved the following amendment to HAR § 17-2020-12(a):

> §17-2020-12 Notice of cause for cases referred for eviction on or after July 1, 2012. (a) Any violation under section 356D-92, HRS, occurring on or after July 1, 2012, shall constitute cause for the project managers within each county to initiate eviction proceedings. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the authority's staff and to request a grievance hearing.
>
> * * * *

As a significant period of time has passed since HRS section 356D-92 took effect, and the HPHA is recommending deletion of the previously approved HAR section 17-2020-11 (as discussed above), HAR section 17-2020-12 should be renumbered as "-11" and revised to provide:

> **§17-2020-11 Notice of cause for cases referred for eviction. (a) Project managers within each county may initiate eviction proceedings for any of the reasons set forth in section 356D-92, HRS, as it existed on March 28, 2013, and section 17-2028-59**. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the authority's staff and to request a grievance hearing.
> * * * *

The new proposed revisions are in bold font and highlighted in yellow.

D. Based on the above proposed amendments, both section 17-2020-13, *Notice of Hearing*, and Section 17-2020-14, *Request for Subpoena*, should be renumbered to reflect as follows: 17-2020-1**2**, *Notice of Hearing*; and 17-2020-1**3**, *Request for Subpoena.*

E. Section 17-2020-33, *Curable and Non-curable violations*: This section was revised to be consistent with, and reflect the Governor's requested revisions to HAR Chapter 17-2028 proposed amendments, and further

recommendations by the Department of the Attorney General. Additionally, after further review and consideration, the HPHA staff recommends that certain violations currently deemed to be non-curable under HAR section 17-2020-33, be classified as "curable" violations. This section was also revised to expressly provide that the Eviction Board may stay the issuance of a writ of possession in cases where it finds that the HPHA has grounds to terminate the tenancy and evict the tenant, the violation is curable, and the circumstances of the particular case warrant that in lieu of eviction, the tenant and if applicable, family members, be placed on conditions for a period of time. This procedure is also known as "eviction subject to conditions." The rule is further amended to describe the procedure that the HPHA must follow in the "Eviction Subject to Conditions" cases when the tenant violates a condition of the decision and order issued by the Eviction Board.

F. The proposed amendments in **Attachment A** is the Ramseyer format which includes all changes being proposed, and have been approved by the Department of the Attorney General. New substantive changes are highlighted and new language is bolded. This Ramseyer version (excluding the highlighting, bolding, and strikethroughs) will be presented to the Governor for approval. Provided the Governor approves, the Ramseyer version will be presented at public hearing.

G. The proposed amendments in **Attachment B** is a redline version of the new revisions to HAR Chapter 17-2020 amendments previously approved by the Board. New language is shown in red and underlined, while deleted text is stricken through in blue. This redline version shows the original version of the rules, the prior amendments to the rules by the Board in Ramseyer format, and the proposed new revisions.

H. Following approval from the Governor to hold public hearings on the proposed amendments, the Executive Director will hold public hearings on the Islands of Kauai, Oahu, Maui, and Hawaii at a date and locations to be determined.

I. Based on testimony received during the public viewing and comment period, the Executive Director will make any non-substantive amendments to the draft amendments to and compilation of the Rule prior to or following the public hearing.

J. After the public hearings, the Executive Director will transmit amendments to and compilation of Chapter 17-2020, HAR, to the Governor for final approval provided that no substantive amendments are made.

III. RECOMMENDATION

That the HPHA Board of Directors Adopt Further Amendments to following sections of Chapter 17-2020 "Evictions – Practice and Procedure", Hawaii Administrative Rules previously adopted by the Board: Section 17-2020-5(b), *Grounds for termination of tenancy and eviction*; Section 17-2020-11, *Notice of Cause for Cases referred for eviction prior to June 28, 2002*; Section 17-2020-12, *Notice of Cause for Cases referred for eviction on or after June 28, 2002*; Section 17-2020-13, *Notice of Hearing*; Section 17-2020-14, *Request for Subpoena*; and Section 17-2020-33, *Curable and Non-curable violations*, and to Authorize the Executive Director to Undertake All Actions Necessary under Chapter 91, Hawaii Revised Statutes, Administrative Directive No. 09-01, and present them for public hearing.

Attachment A: Draft changes to Chapter 17-2020, Hawaii Administrative Rules (Ramseyer format)

Attachment B: Redline revisions to proposed amendments to Chapter 17-2020, Hawaii Administrative Rules, previously adopted by the Board. (Redline format)

Prepared by: Kiriko Oishi, Chief Compliance Officer _____

Approved by the Board of Directors
on the date set forth above

_____
David Gierlach
Chairperson

This is the RAMSEYER version of the proposed amendments to HAR Chapter 17-2020 currently in effect (and if this Board approves, what will be presented to the Governor for approval to go to public hearing, excluding bold font and yellow highlight). The amendments previously approved by the Board are not highlighted. All new amendments requiring approval by the Board are highlighted in yellow, proposed text deletions are bracketed and stricken, and proposed new language is in bold font and underlined. Please refer to the REDLINED version to review the revisions being proposed to the Chapter 17-2020 amendments previously adopted by the Board.

Rules Amending Title 17
Hawaii Administrative Rules

~~April 18, 2013~~
October 10, 2013

1. Chapter 2020 of Title 17, Hawaii Administrative Rules, entitled "Eviction - Practice and Procedure" is amended and compiled to read as follows:

"HAWAII ADMINISTRATIVE RULES

TITLE 17

DEPARTMENT OF HUMAN SERVICES

SUBTITLE 5

[HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII] HAWAII PUBLIC HOUSING AUTHORITY

CHAPTER 2020

EVICTION - PRACTICE AND PROCEDURE

Subchapter 1 General Provisions

§17-2020-1 Purpose
§17-2020-2 Definitions
§17-2020-3 Communications
§17-2020-4 Asset limits
§17-2020-5 Grounds for termination of tenancy and eviction

Subchapter 2 Hearing Procedure

§17-2020-11 Notice of cause for cases referred for eviction [~~prior to July 1, 2012~~]
[~~§17-2020-12 Notice of cause for cases referred for eviction on or after July 1, 2012~~]
§17-2020-[~~13~~] **12** Notice of hearing
§17-2020-[~~14~~] **13** Request for subpoenas

Subchapter 3 Hearings

A. Conditions

§17-2020-21 Counsel
§17-2020-22 Motions
§17-2020-23 Waiver of procedure
§17-2020-24 Records

B. Hearings

§17-2020-31 Eviction Board
§17-2020-32 Default
§17-2020-33 Curable and Non-Curable Violations

Subchapter 4 Appeals

§17-2020-41 Appeals of contested case hearings

Subchapter 5 Miscellaneous Provisions

§17-2020-51 Severability
§17-2020-52 Number

Historical Note: Chapter 17-2020, Hawaii Administrative Rules, is substantially based upon chapter 17-2020, Hawaii Administrative Rules, [Eff 8/6/04; am and comp], chapter 17-501, Hawaii Administrative Rules, [Eff 1/1/81; am and comp 5/26/98; R 10/25/99], and Chapter 15-182, Hawaii Administrative Rules. [Eff 10/25/99; R 8/6/04]

SUBCHAPTER 1

GENERAL PROVISIONS

§17-2020-1 Purpose. These rules shall govern the practice and procedure for terminating the tenancy of persons using or occupying any unit in a project owned or operated by the [housing and community development corporation of Hawaii] Hawaii public housing authority except for rental housing projects governed by [chapter 15-173] chapter 356D-44, HRS. These rules afford tenants an opportunity for a hearing if a tenant disputes any action by the [corporation] authority to evict the tenant from the tenant's unit. These rules shall be liberally construed to ensure that the rights of the parties are preserved in a just and timely resolution of every hearing.
[Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §356D-98)

§17-2020-2 Definitions. [As used in these rules, except otherwise required by context:] Whenever used in this chapter, unless specifically defined:

"Agreement" means any lease, rental agreement, permit, or license covering the use and occupation of any unit or other premises owned or controlled by the [corporation.] authority.

"Alcohol abuse" means a tenant or any member of the tenant's household has engaged in abuse or [a] pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, or furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

"Authority" means the Hawaii public housing authority.

"Board" or "eviction board" means the board appointed by the authority to conduct eviction hearings and terminate rental agreements in accordance with this chapter.

"C.F.R." means the United States Code of Federal Regulations.

["Corporation" means the housing and community development corporation of Hawaii.]

"Criminal activity" means the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in[:

(1) the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell , distribute, or use the drug; or

(2) any illegal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage;]

any conduct constituting a criminal violation of federal law, HRS, or local ordinances regardless of whether there has been an arrest or conviction for such activity and without satisfying the standard of proof used for a criminal conviction.

"Document" means written decisions, orders, and notices issued for the purposes of this chapter.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. §802) as it existed on March 28, 2013.

"Drug related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute or use the drug.

["Examiner" means a trial examiner, hearing board or eviction board appointed by the corporation for the purposes of chapter 201G, HRS.]

"Dwelling unit" means a residential unit in a housing project.

"Grievance hearing" means the hearing prescribed in the grievance procedure set forth in rules of the [corporation] authority.

"HRS" means the Hawaii Revised Statutes.

"Hearing" means a quasi-judicial proceeding in which the [corporation] authority prepares to terminate an agreement.

"Hearings clerk" means the person responsible for receiving, recording, and preserving the records of the [examiner] eviction board.

"Hearings officer" means the person representing the [corporation] authority in a hearing.

"Party" means a person or agency as defined in section [201G-51,] 356D-91, HRS, as it existed on March 28, 2013.

"Presiding officer" means the [trial examiner, a member of the hearing board, or a] member of the eviction board duly elected by a majority of the board members to serve as its chairman where the eviction board is comprised of more than one member.

"Project manager" means the [corporation's] authority's representative assigned to manage projects in a management area or any other employee of the [corporation] authority specifically designated by position description.

"Rental agreement" means the agreement or contract containing the terms and conditions of occupancy of a dwelling unit entered into by the tenant and authority.

"Tenant" means [a person] the person or persons who enter into a rental agreement with the authority to reside in a dwelling unit and who [is] are subject to eviction proceedings under this chapter.

"U.S.C." means the United States Code.

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§92-6, 356D-4, 356D-13, 356D-98) (Imp: HRS §§356D-92, 356D-93, 356D-94, 356D-98)

§17-2020-3 [Examiner.] Communications. (a) Communications to the [examiner] eviction board may be mailed or delivered to the [corporation's] authority's hearings office [in the respective county in care of the hearings clerk].

(b) [When the examiner is a hearing board, or an eviction board, a] A quorum [of members] of the eviction board, consisting of at least one, but not

more than three members, shall be present to validate any action taken.

(c) No employee of the [corporation] authority shall be [an examiner] an eviction board member, unless specifically designated by the [corporation] authority.

(d) All documents issued by the [examiner] eviction board may be executed by facsimile signature.

[Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§92-15, 356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-93, 356D-98)

§17-2020-4 Process service. (a) All documents issued for the purposes of this chapter shall be served either:

(1) Personally to the tenant or adult household member by [a law enforcement officer] any person who is not a party and is not less than 18 years of age of the State [or county, or an officer appointed by the corporation]; or

(2) By certified mail return receipt requested; or

(3) If personal service or service by certified mail cannot be effectuated, the document or documents may be served:

(i) By posting the document or documents on the unit occupied by the tenant and by first class mail to the party's last known address; or

(ii) By publication in a newspaper of general circulation and by first class mail.

(b) Service upon a party shall be complete if:

(1) The party or the party's attorney is personally served;

(2) The party signs the receipt for certified mail;

(3) The document or documents are posted on the unit occupied by the tenant and mailed to the party's last known address by first-class mail;

(4) Upon publication in a newspaper of general circulation; or

(5) By special order of the [examiner,] eviction board, upon a finding that service by other means is not practicable, a document is posted on the unit occupied by the party. [Eff 8/6/04; am and comp] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §§356D-92, 356D-93, 356D-98)

§17-2020-5 Grounds for termination of tenancy and eviction. (a) The [examiner] eviction board shall determine whether there are sufficient grounds for termination of the rental agreement.

(b) The [following constitutes] grounds for termination of the rental agreement **are set forth in section 356D-92, HRS, and section 17-2028-59.**[:

(1) Serious or repeated violation of material terms of the rental agreement, including, but not limited to:
   (A) Failure to make payments due under the rental agreement;
   (B) Failure to fulfill household obligations as defined in the rental agreement.

(2) Other good cause, including, but not limited to, the following:
   (A) Criminal activity or alcohol abuse;
   (B) Discovery after admission of facts that made the tenant ineligible;
   (C) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income; and
   (D) Failure of a family member to comply with service requirement provisions of 24 C.F.R. part 960, subpart F; and
   (E) Failure to accept the corporation's offer of a revision to the existing rental agreement, subject to the requirements of 24 C.F.R. 966.4(l).]

[Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)

SUBCHAPTER 2

[PRE-]HEARING PROCEDURE

[§17-2020-11 Notice of cause for cases referred for eviction prior to June 28, 2002. (a) Any violation under section 201G-52, HRS, shall constitute cause for the project managers within each county to initiate eviction proceedings. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the corporation's staff and to request a grievance hearing.

(b) The tenant shall be notified in accordance with the terms of the agreement.

(c) If the tenant fails to respond within the time period prescribed by the notice of proposed termination; the project manager shall submit a written request to the examiner that the tenant be evicted.] [[Eff: 8/6/04; R] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §356D-98)]

[~~§17-2020-12 Notice of cause for cases referred for eviction on or after June 28, 2002. (a) Any violation under section 201G-52, HRS, shall constitute cause for the project managers within each county to initiate eviction proceedings. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the corporation's staff and to request a grievance hearing.~~

~~(b) The tenant shall be notified in accordance with the terms of the agreement.~~

~~(c) If the tenant fails to respond within the time period prescribed by the notice of proposed termination, the project manager shall submit a written request to the examiner that the tenant be evicted.~~

~~(d) If the violation is for delinquent payment in rent,~~

~~(1) The written notice shall conform to the requirements of section 201G-52(b), HRS; and~~

~~(2) The corporation shall schedule a meeting with the tenant to discuss the delinquency.~~

~~(3) If the tenant fails to attend the meeting and does not contact the corporation or the corporation's agents to reschedule the meeting, the corporation shall provide the tenant with a second written notice conforming to the requirements of section 201G-52(c), HRS.~~

~~(e) At the meeting, the corporation or its agent and the tenant shall complete, sign, and date a checklist conforming to the requirements of section 201G-52(c), HRS, to memorialize the meeting.~~

~~(f) If the tenant appears at the meeting, the corporation will consider whether the tenant's situation is appropriate for a reasonable payment plan. The corporation or its agent may consider but is not limited to considering the following factors to determine whether the tenant's situation is appropriate for a reasonable payment plan:~~

~~(1) The amount of the delinquent balance;~~

~~(2) The amount of tenant's monthly rent charge;~~

~~(3) The tenant's household income;~~

~~(4) Any other sources of income of the tenant;~~

~~(5) The history of rent payment by the tenant;~~

~~(6) Any history of other violations of the rental agreement by the tenant;~~

~~(7) The cause of the delinquency; and~~

~~(8) Any mitigating factors.~~

~~(g) The corporation or its agent may consider, but is not limited to considering, the following factors to determine if the payment plan is reasonable:~~

~~(1) The tenant's household income;~~

~~(2) Any other sources of income of the tenant;~~

~~(3) Any other debts of the tenant;~~

~~(4) Whether the tenant can clear the delinquent balance within six months; and~~

~~(5) Any hardship on the tenant.~~

~~(h) If the corporation or its agent determines that the tenant will be unable to clear the delinquent~~

~~balance within a six-month period, the tenant's situation is not appropriate for a reasonable payment plan.~~

~~(i) If the corporation or its agent determines that the tenant's situation is appropriate for a reasonable payment plan, one may be offered as agreed upon between the corporation or its agent and the tenant. A reasonable payment plan shall not exceed a period of six months.~~

~~(j) The corporation shall inform the tenant of its decision in writing. The written notice shall further notify the tenant of the tenant's right to request a grievance hearing within thirty days of receipt of the notice.~~

~~(k) In the event the tenant breaches the reasonable payment plan, the corporation or its agent shall proceed to terminate the tenant's tenancy by referring the matter to the hearings office to schedule a hearing before the eviction board. [Eff: 8/6/04; am and ren] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)~~]

§17-2020-11 Notice of cause for cases referred for eviction. (a) Project managers within each county may initiate eviction proceedings for any of the reasons set forth in section 356D-92, HRS, as it existed on March 28, 2013, and section 17-2028-59. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the authority's staff and to request a grievance hearing.

(b) If the violation is for delinquent payment of rent, the authority may negotiate a reasonable payment arrangement with a family in accordance with section 17-2028-58.

(c) The tenant shall be notified in accordance with 24 C.F.R. §966.4(k) and (l)(3) and section 356D-93(a), HRS, as they existed on March 28, 2013.

(d) If the tenant fails to respond within the time period prescribed by the notice of proposed termination, the project manager shall submit a written

request to the eviction board that the tenant be evicted. [Eff and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §356D-92, 356D-98)

§17-2020-[~~13~~]**12** Notice of hearing. Notice of hearing shall meet the requirements of [chapter 201G, HRS.] 24 C.F.R. §966.4(k), (l)(3), (m) and section 356D-93(a), HRS, as they existed on March 28, 2013. [Eff: 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-93, 356D-98)

§17-2020-[~~14~~]**13** Request for subpoena. (a) Only [an examiner or] the parties to the hearing may request the issuance of a subpoena, [provided that] subject to subsection (b) [shall be complied with]. The [examiner or the examiner's] eviction board or its designated representative shall issue the subpoena.

(b) The request for issuance of a subpoena of a witness shall be in writing and shall state the name and address of the desired witness and the reasons why the testimony of the witness is material and relevant to the issues in the hearing. The party requesting the subpoena shall pay to the witness the same fees and mileage as prescribed in chapter 607, HRS. The request for issuance of a subpoena duces tecum for documents and records shall be in writing. The party requesting the subpoena duces tecum for documents and records shall pay all copying costs. The request shall specify the particular document or record, or part thereof sought, and shall state the reasons why the document or record is material and relevant to the issues of the hearing. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§92-16, 356D-4, 356D-13, 356D-98, 607-12) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)

SUBCHAPTER 3

[HEARING PROCEDURE] HEARINGS

A. Conditions

§17-2020-21 Counsel. (a) Unless otherwise directed by the [presiding officer] eviction board, one counsel for each party represented shall be permitted to conduct direct and cross examination of a witness, state and argue an objection or motion, and make opening or closing argument.

(b) A tenant may appear [in] on the tenant's own behalf or with another person as the tenant may authorize. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-22 Motions. (a) All motions shall state the grounds and shall set forth the relief or order sought. Motions need not be in writing.

(b) All motions shall be presented to the [examiner] eviction board at the commencement of the hearing. If a written motion is presented, a copy shall be provided to the opposing party.

(c) The opposing party may state opposition to any motion presented to the [examiner] eviction board. The [examiner] eviction board may consider all motions and opposing motions [in executive session] and shall rule on each motion when appropriate. [Eff 8/6/04; am and comp] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §§356D-93, 356D-98)

§17-2020-23 Waiver of procedure. Upon agreement of the parties, any procedure in a hearing may be modified or waived and informal disposition may be made of any case by agreed settlement, consent order, or default. [Eff 8/6/04; comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-24 Records. (a) The hearings clerk shall keep written summaries of all hearings. Neither a full transcript nor recording of the hearing shall be required.

(b) All records of a hearing shall be confidential pursuant to section 92F-13(2), HRS, and released only at the direction of the [examiner or] eviction board, by judicial order[.], upon request by a tenant who is a party to the hearing, or upon the filing of a notice of appeal pursuant to chapter 91, HRS, and section 356D-96, HRS. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§91, 92F-13(2), 356D-4, 356D-13, 356D-96, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

B. Hearings

§17-2020-31 [Hearings.] Eviction Board. (a) In all hearings where the eviction board consists of more than one member, the presiding officer shall preside. [The vice-chairman of a hearing board or an eviction board shall preside at a hearing in the absence of the presiding officer.]

(b) The [presiding officer] eviction board shall determine the order of appearance of the parties to a hearing and shall administer the oath to all witnesses as prescribed by section 621-12, HRS. The [presiding officer] eviction board may limit the time of each witness giving testimony upon a particular issue.

(c) The eviction board shall consist of not less than one and no more than three members, of which one member shall be a tenant.

[(c)](d) Hearings shall be conducted in an informal manner unless otherwise required by law.

[(d)](e) The [examiner] eviction board may remove any person who disrupts a hearing.

[(e)](f) If a tenant, the tenant's attorney, or the tenant's representative is removed for disruptive conduct, the hearing may continue and a determination made based upon the available evidence and testimony presented.

[(f)](g) All hearings shall be confidential and closed to the public unless the tenant agrees otherwise.

(h) The hearing may be conducted through the use of video conferencing technology in accordance with section 356D-93(b), HRS, as it existed on March 28, 2013. The authority shall notify the tenant, the tenant's attorney, or the tenant's representative in writing prior to the scheduled hearing date that the hearing shall be conducted using video conferencing technology. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-32 Default. A tenant who fails to appear at a hearing after being duly notified may be found in default and the [examiner] eviction board may proceed with the hearing. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-33 Curable and Non-Curable Violations.
(a) The [examiner] eviction board shall determine whether or not the violation of the rental agreement **constitutes a curable or non-curable violation** [~~is curable by the tenant~~]. A violation is curable if the violation for which the tenant is being referred is a first offense and is not defined as a non-curable violation.
(b) Non-curable violations include:
[~~(1) Chronic or consistent violations of any material term of the rental agreement;~~
~~(2) A history of chronic or consistent rent delinquency;~~
~~(3) Violations of any material term of the rental agreement subsequent to a finding of violation of said term by a hearing or an eviction board;~~]
[~~(4)~~] **(1)** Any violations that threaten the health or safety of the other residents or the [corporation's] authority's employees or representatives;
[~~(5)~~] **(2)** Any drug-related criminal activity [occurring on or near the project premises;] or violent criminal activity;
[~~(6)~~] **(3)** Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the other residents or the [corporation's] authority's employees or representatives;
[~~(7)~~] **(4)** Where the tenant has received notice from the United States Department of Housing and Urban Development that the tenant is no longer eligible to remain in the unit[.];
(5) Where any member of the family has been convicted of a felony **during the term of the tenancy, and the felony is related to the**

authority's property or funds, the resident association or tenant association's property or funds, homicide, assault, terroristic threatening, firearms, dangerous weapons, kidnapping, sexual assault, extortion, burglary, unauthorized control of propelled vehicle, and criminal property damage; and

(6) Where 24 C.F.R. §966.4 as it existed on March 28, 2013 requires termination of the rental agreement and eviction.

(c) Where, after considering the circumstances of the case, the eviction board finds the violation is curable, the eviction board may issue a decision and order which stays the issuance of a writ of possession on the condition that the tenant and if applicable, member(s) of tenant's family, comply with certain conditions related to occupancy for a period of time as established by the eviction board.

(d) In the event that the eviction board stays the issuance of the writ of possession subject to conditions as described in subsection (c), and the tenant or if applicable, family member(s), violate any term or condition imposed by the eviction board in its decision and order, the eviction board shall issue the writ of possession and the tenant shall be evicted forthwith provided that:

(1) The authority sends a written notice to the tenant stating:

(i) The grounds for requesting the issuance of a writ of possession;

(ii) The condition of the eviction board's decision and order violated by tenant or if applicable, family member;

(iii) The tenant is not entitled to a grievance hearing; and

(iv) The date the hearing is scheduled before the eviction board to determine whether the tenant violated the board's decision and order; and

(2) At the hearing, the eviction board determines that its decision and order was violated. If the tenant fails to appear at the hearing, the tenant shall be in default and the eviction board shall issue the writ of possession forthwith and the tenant shall be evicted.

[Eff 8/6/04; am and comp]
(Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-94, 356D-98) (Imp: 24 CFR §5.100; 24 CFR §966.4; HRS §356D-94, 356D-98)

SUBCHAPTER 4

APPEALS

[§17-2020-41 Appeals of contested case hearings referred for eviction prior to June 28, 2002. (a) An appeal of the decision of the examiner may be taken to the corporation as provided in section 201G-54, HRS. The appeal shall be in writing and may be mailed or delivered to the corporation's office at 677 Queen Street, Suite 300, Honolulu, Hawaii, 96813, in care of the hearings clerk. The appeal may be heard and decided by the corporation or an appeals board appointed by the corporation.

(b) The corporation shall give written notice of the appeal hearing to the tenant fixing the date, time, and place of the appeal hearing. The notice shall be given at least five days before the date set for the appeal hearing.

(c) A tenant who fails to appear at an appeals hearing after being duly notified may be found in default and the corporation may proceed with the hearing.

(d) The corporation's decision shall be based solely on the record of the examiners which may be orally summarized by the hearings officer.

(e) Any person aggrieved by the final decision and order of the corporation may institute proceedings for review in the circuit court within thirty days after receipt of the decision as provided in section

201G-57, HRS.] [[Eff 8/6/04; R] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §356D-98)]

§17-2020-[42] 41 Appeals of contested case hearings [referred for eviction on or after June 28, 2002]. Any person aggrieved by the final decision and order of the [examiner] eviction board may institute proceedings for review in the circuit court within thirty days after receipt of the decision as provided in section [201G-57,] 356D-96, HRS. [Eff 8/6/04; am and ren] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-96, 356D-98)

SUBCHAPTER 5

MISCELLANEOUS PROVISIONS

§17-2020-51 Severability. If any part, section, sentence, clause, or phrase of these rules or its application to any person or circumstance is for any reason held to be unconstitutional or invalid, the remaining parts, sections, sentences, clauses, and phrases or applications of these rules to other persons or circumstances shall not be affected. [Eff 8/6/04; comp] (Auth HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §356D-98)

§17-2020-52 Number. The use of all words used in the singular shall extend to and include the plural. [Eff 8/6/04; comp] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §356D-98)

[§17-2020-53 Termination of rental agreement based on Public Law 104-120. The corporation may also terminate a rental agreement as provided for in section 15-190-59.]" [[Eff 8/6/04; R] (Auth: 42 U.S.C. §1437d; Pub. L. 104-120; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)]

2. Material, except source notes, to be repealed is bracketed. New material is underscored.

3. Additions to source notes to reflect these amendments and compilation are not underscored.

4. These amendments to and compilation of chapter 17-2020, Hawaii Administrative Rules, shall take effect ten days after filing with the Office of the Lieutenant Governor.

I certify that the foregoing are copies of the rules, drafted in the Ramseyer format pursuant to the requirements of section 91-4.1, Hawaii Revised Statutes, which were adopted on _____ and filed with the Office of the Lieutenant Governor.

_____
DAVID J. GIERLACH, Chairperson
Board of Directors
Hawaii Public Housing Authority

APPROVED AS TO FORM:

_____
Deputy Attorney General

For the Board's reference (not approval), this is the REDLINE version of the proposed amendments to HAR Chapter 17-2020 amendments previously approved by the Board. Revisions are in redline. Please refer to the RAMSEYER version for the proposed amendments requiring approval by this Board.

Rules Amending Title 17
Hawaii Administrative Rules

~~April 18,2013~~ October 10, 2013

1. Chapter 2020 of Title 17, Hawaii Administrative Rules, entitled "Eviction - Practice and Procedure" is amended and compiled to read as follows:

"HAWAII ADMINISTRATIVE RULES

TITLE 17

DEPARTMENT OF HUMAN SERVICES

SUBTITLE 5

[HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII] HAWAII PUBLIC HOUSING AUTHORITY

CHAPTER 2020

EVICTION - PRACTICE AND PROCEDURE

Subchapter 1 General Provisions

§17-2020-1 Purpose
§17-2020-2 Definitions

§17-2020-3 Communications
§17-2020-4 Asset limits
§17-2020-5 Grounds for termination of tenancy and eviction

Subchapter 2 Hearing Procedure

§17-2020-11 Notice of cause for cases referred for eviction ~~prior to July 1, 2012~~
~~§17-2020-12 Notice of cause for cases referred for eviction on or after July 1, 2012~~
§17-2020-~~13~~12 Notice of hearing
§17-2020-~~14~~13 Request for subpoenas

Subchapter 3 Hearings

A. Conditions

§17-2020-21 Counsel
§17-2020-22 Motions
§17-2020-23 Waiver of procedure
§17-2020-24 Records

B. Hearings

§17-2020-31 Eviction Board
§17-2020-32 Default
§17-2020-33 Curable and Non-Curable Violations

Subchapter 4 Appeals

§17-2020-41 Appeals of contested case hearings

Subchapter 5 Miscellaneous Provisions

§17-2020-51 Severability
§17-2020-52 Number

Historical Note: Chapter 17-2020, Hawaii Administrative Rules, is substantially based upon chapter 17-2020, Hawaii Administrative Rules, [Eff 8/6/04; am and comp], chapter 17-501, Hawaii Administrative Rules, [Eff 1/1/81; am and comp 5/26/98; R 10/25/99], and Chapter 15-182, Hawaii Administrative Rules. [Eff 10/25/99; R 8/6/04]

SUBCHAPTER 1

GENERAL PROVISIONS

§17-2020-1 Purpose. These rules shall govern the practice and procedure for terminating the tenancy of persons using or occupying any unit in a project owned or operated by the [housing and community development corporation of Hawaii] Hawaii public housing authority except for rental housing projects governed by [chapter 15-173] chapter 356D-44, HRS. These rules afford tenants an opportunity for a hearing if a tenant disputes any action by the [corporation] authority to evict the tenant from the tenant's unit. These rules shall be liberally construed to ensure that the rights of the parties are preserved in a just and timely resolution of every hearing.
[Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §356D-98)

§17-2020-2 Definitions. [As used in these rules, except otherwise required by context:] Whenever used in this chapter, unless specifically defined:

"Agreement" means any lease, rental agreement, permit, or license covering the use and occupation of any unit or other premises owned or controlled by the [corporation.] authority.

"Alcohol abuse" means a tenant or any member of the tenant's household has engaged in abuse or [a] pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, or furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

"Authority" means the Hawaii public housing authority.

"Board" or "eviction board" means the board appointed by the authority to conduct eviction hearings and terminate rental agreements in accordance with this chapter.

"C.F.R." means the United States Code of Federal Regulations.

["Corporation" means the housing and community development corporation of Hawaii.]

"Criminal activity" means the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in[:

(1) the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell , distribute, or use the drug; or

(2) any illegal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage;]

any conduct constituting a criminal violation of federal law, HRS, or local ordinances regardless of whether there has been an arrest or conviction for such activity and without satisfying the standard of proof used for a criminal conviction.

"Document" means written decisions, orders, and notices issued for the purposes of this chapter.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. §802) as it existed on March 28, 2013.

"Drug related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute or use the drug.

["Examiner" means a trial examiner, hearing board or eviction board appointed by the corporation for the purposes of chapter 201G, HRS.]

"Dwelling unit" means a residential unit in a housing project.

"Grievance hearing" means the hearing prescribed in the grievance procedure set forth in rules of the [corporation] authority.

"HRS" means the Hawaii Revised Statutes.

"Hearing" means a quasi-judicial proceeding in which the [corporation] authority prepares to terminate an agreement.

"Hearings clerk" means the person responsible for receiving, recording, and preserving the records of the [examiner] eviction board.

"Hearings officer" means the person representing the [corporation] authority in a hearing.

"Party" means a person or agency as defined in section [201G-51,] 356D-91, HRS, as it existed on March 28, 2013.

"Presiding officer" means the [trial examiner, a member of the hearing board, or a] member of the eviction board duly elected by a majority of the board members to serve as its chairman where the eviction board is comprised of more than one member.

"Project manager" means the [corporation's] authority's representative assigned to manage projects in a management area or any other employee of the [corporation] authority specifically designated by position description.

"Rental agreement" means the agreement or contract containing the terms and conditions of occupancy of a dwelling unit entered into by the tenant and authority.

"Tenant" means [a person] the person or persons who enter into a rental agreement with the authority to reside in a dwelling unit and who [is] are subject to eviction proceedings under this chapter.

"U.S.C." means the United States Code.

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§92-6, 356D-4, 356D-13, 356D-98) (Imp: HRS §§356D-92, 356D-93, 356D-94, 356D-98)

§17-2020-3 [Examiner.] Communications. (a) Communications to the [examiner] eviction board may be mailed or delivered to the [corporation's] authority's hearings office [in the respective county in care of the hearings clerk].

(b) [When the examiner is a hearing board, or an eviction board, a] A quorum [of members] of the eviction board, consisting of at least one, but not

more than three members, shall be present to validate any action taken.

(c) No employee of the [corporation] authority shall be [an examiner] an eviction board member, unless specifically designated by the [corporation] authority.

(d) All documents issued by the [examiner] eviction board may be executed by facsimile signature. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§92-15, 356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-93, 356D-98)

§17-2020-4 Process service. (a) All documents issued for the purposes of this chapter shall be served either:

(1) Personally to the tenant or adult household member by [a law enforcement officer] any person who is not a party and is not less than 18 years of age of the State [or county, or an officer appointed by the corporation]; or

(2) By certified mail return receipt requested; or

(3) If personal service or service by certified mail cannot be effectuated, the document or documents may be served:

(i) By posting the document or documents on the unit occupied by the tenant and by first class mail to the party's last known address; or

(ii) By publication in a newspaper of general circulation and by first class mail.

(b) Service upon a party shall be complete if:

(1) The party or the party's attorney is personally served;

(2) The party signs the receipt for certified mail;

(3) The document or documents are posted on the unit occupied by the tenant and mailed to the party's last known address by first-class mail;

(4) Upon publication in a newspaper of general circulation; or

(5) By special order of the [examiner,] eviction board, upon a finding that service by other means is not practicable, a document is posted on the unit occupied by the party. [Eff 8/6/04; am and comp] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §§356D-92, 356D-93, 356D-98)

§17-2020-5 Grounds for termination of tenancy and eviction. (a) The [examiner] eviction board shall determine whether there are sufficient grounds for termination of the rental agreement.

(b) The [following constitutes] grounds for termination of the rental agreement are set forth in section 356D-92, HRS, and section 17-2028-59.[:

(1) Serious or repeated violation of material terms of the rental agreement, including, but not limited to:
   (A) Failure to make payments due under the rental agreement;
   (B) Failure to fulfill household obligations as defined in the rental agreement.

(2) Other good cause, including, but not limited to, the following:
   (A) Criminal activity or alcohol abuse;
   (B) Discovery after admission of facts that made the tenant ineligible;
   (C) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income; and
   (D) Failure of a family member to comply with service requirement provisions of 24 C.F.R. part 960, subpart F; and
   (E) Failure to accept the corporation's offer of a revision to the existing rental agreement, subject to the requirements of 24 C.F.R. 966.4(l).]

~~and other good cause are set forth within the tenant obligations of the rental agreement, section 17-2028-59 and as may be allowed by 24 CFR §966.4.~~ [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4;

HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)

SUBCHAPTER 2

[PRE-]HEARING PROCEDURE

[§17-2020-11 Notice of cause for cases referred for eviction prior to June 28, 2002. (a) Any violation under section 201G-52, HRS, shall constitute cause for the project managers within each county to initiate eviction proceedings. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the corporation's staff and to request a grievance hearing.

(b) The tenant shall be notified in accordance with the terms of the agreement.

(c) If the tenant fails to respond within the time period prescribed by the notice of proposed termination; the project manager shall submit a written request to the examiner that the tenant be evicted.] [[Eff: 8/6/04; R] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §356D-98)]

~~§17-2020-[12]11 Notice of cause for cases referred for eviction [on or after June 28, 2002] prior to July 1, 2012. (a) Any violation under section [201G-52] 356D-92, HRS, occurring prior to July 1, 2012 shall constitute cause for the project managers within each county to initiate eviction proceedings. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the [corporation's] authority's staff and to request a grievance hearing.~~

~~(b) The tenant shall be notified in accordance with the terms of the rental agreement.~~

~~(c) If the tenant fails to respond within the time period prescribed by the notice of proposed~~

~~termination, the project manager shall submit a written request to the [examiner] eviction board that the tenant be evicted.~~

~~(d) If the violation is for delinquent payment in rent,~~

~~(1) The written notice shall conform to the requirements of section [201G-52(b), HRS;] 356D-92, HRS, as it existed on June 30, 2012 (prior to the effective date of Act 160, Session Laws of Hawaii 2012); and~~

~~(2) The [corporation] authority shall schedule a meeting with the tenant to discuss the delinquency.~~

~~(3) If the tenant fails to attend the meeting and does not contact the [corporation] authority or the [corporation's] authority's agents to reschedule the meeting, the [corporation] authority shall provide the tenant with a second written notice conforming to the requirements of section [201G-52(c), HRS.] 356D-92 (c), HRS, as it existed on June 30, 2012 (prior to the effective date of Act 160, Session Laws of Hawaii 2012).~~

~~(e) At the meeting, the [corporation] authority or its agent and the tenant shall complete, sign, and date a checklist conforming to the requirements of section [201G-52(c), HRS,] 356D-92, HRS, as it existed on June 30, 2012 (prior to the effective date of Act 160, Session Laws of Hawaii 2012) to memorialize the meeting.~~

~~(f) If the tenant appears at the meeting, the [corporation] authority will consider whether the tenant's situation is appropriate for a reasonable payment plan. The [corporation] authority or its agent may consider, [but is not limited to considering] without limitation, the following factors to determine whether the tenant's situation is appropriate for a reasonable payment plan:~~

~~(1) The amount of the delinquent balance;~~

~~(2) The amount of tenant's monthly rent charge;~~

~~(3) The tenant's household income;~~

~~(4) Any other sources of income of the tenant;~~

~~(5) The history of rent payment by the tenant;~~

~~(6) Any history of other violations of the rental agreement by the tenant;~~

~~(7) The cause of the delinquency; and~~

~~(8) Any mitigating factors.~~

~~(g) The [corporation] authority or its agent may consider, [but is not limited to considering,] without limitation, the following factors to determine if the payment plan is reasonable:~~

~~(1) The tenant's household income;~~

~~(2) Any other sources of income of the tenant;~~

~~(3) Any other debts of the tenant;~~

~~(4) Whether the tenant can clear the delinquent balance within six months; and~~

~~(5) Any hardship on the tenant.~~

~~(h) If the [corporation] authority or its agent determines that the tenant will be unable to clear the delinquent balance within a six-month period, the tenant's situation is not appropriate for a reasonable payment plan.~~

~~(i) If the [corporation] authority or its agent determines that the tenant's situation is appropriate for a reasonable payment plan, one may be offered as agreed upon between the [corporation] authority or its agent and the tenant. A reasonable payment plan shall not exceed a period of six months.~~

~~(j) The [corporation] authority shall inform the tenant of its decision in writing. The written notice shall further notify the tenant of the tenant's right to request a grievance hearing within thirty days of receipt of the notice.~~

~~(k) In the event the tenant breaches the reasonable payment plan, the [corporation] authority or its agent shall proceed to terminate the tenant's tenancy by referring the matter to the hearings office to schedule a hearing before the eviction board. [Eff: 8/6/04; am and ren] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)~~

§17-2020-~~12~~11 Notice of cause for cases referred for eviction~~ on or after July 1, 2012~~. (a) ~~Any violation under section 356D-92, HRS, occurring on or after July 1, 2012, shall constitute cause for the p~~Project managers within each county ~~to~~ may initiate eviction proceedings for any of the reasons set forth in section 356D-92, HRS, as it existed on March 28, 2013, and section 17-2028-59. The tenant shall be notified in writing and the document shall state the reason for and the date of the proposed termination of the agreement. The document shall also inform the tenant of the tenant's rights to reply to the authority's staff and to request a grievance hearing.

(b) If the violation is for delinquent payment of rent, the authority may negotiate a reasonable payment arrangement with a family in accordance with section 17-2028-58.

(c) The tenant shall be notified in accordance with 24 C.F.R. §966.4(k) and (l)(3) and section 356D-93(a), HRS, as they existed on March 28, 2013.

(d) If the tenant fails to respond within the time period prescribed by the notice of proposed termination, the project manager shall submit a written request to the eviction board that the tenant be evicted. [Eff and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §356D-92, 356D-98)

§17-2020-~~13~~12 Notice of hearing. Notice of hearing shall meet the requirements of [chapter 201G, HRS.] 24 C.F.R. §966.4(k), (l)(3), (m) and section 356D-93(a), HRS, as they existed on March 28, 2013. [Eff: 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-93, 356D-98)

§17-2020-~~14~~13 Request for subpoena. (a) Only [an examiner or] the parties to the hearing may request the issuance of a subpoena, [provided that] subject to subsection (b) [shall be complied with]. The [examiner or the examiner's] eviction board or its designated representative shall issue the subpoena.

(b) The request for issuance of a subpoena of a witness shall be in writing and shall state the name and address of the desired witness and the reasons why the testimony of the witness is material and relevant to the issues in the hearing. The party requesting the subpoena shall pay to the witness the same fees and mileage as prescribed in chapter 607, HRS. The request for issuance of a subpoena duces tecum for documents and records shall be in writing. The party requesting the subpoena duces tecum for documents and records shall pay all copying costs. The request shall specify the particular document or record, or part thereof sought, and shall state the reasons why the document or record is material and relevant to the issues of the hearing. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§92-16, 356D-4, 356D-13, 356D-98, 607-12) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)

SUBCHAPTER 3

[HEARING PROCEDURE] HEARINGS

A. Conditions

§17-2020-21 Counsel. (a) Unless otherwise directed by the [presiding officer] eviction board, one counsel for each party represented shall be permitted to conduct direct and cross examination of a witness, state and argue an objection or motion, and make opening or closing argument.

(b) A tenant may appear [in] on the tenant's own behalf or with another person as the tenant may authorize. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-22 Motions. (a) All motions shall state the grounds and shall set forth the relief or order sought. Motions need not be in writing.

(b) All motions shall be presented to the [examiner] eviction board at the commencement of the hearing. If a written motion is presented, a copy shall be provided to the opposing party.

(c) The opposing party may state opposition to any motion presented to the [examiner] eviction board. The [examiner] eviction board may consider all motions and opposing motions [in executive session] and shall rule on each motion when appropriate. [Eff 8/6/04; am and comp] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §§356D-93, 356D-98)

§17-2020-23 Waiver of procedure. Upon agreement of the parties, any procedure in a hearing may be modified or waived and informal disposition may be made of any case by agreed settlement, consent order, or default. [Eff 8/6/04; comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-24 Records. (a) The hearings clerk shall keep written summaries of all hearings. Neither a full transcript nor recording of the hearing shall be required.

(b) All records of a hearing shall be confidential pursuant to section 92F-13(2), HRS, and released only at the direction of the [examiner or] eviction board, by judicial order[.], upon request by a tenant who is a party to the hearing, or upon the filing of a notice of appeal pursuant to chapter 91, HRS, and section 356D-96, HRS. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§91, 92F-13(2), 356D-4, 356D-13, 356D-96, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

B. Hearings

§17-2020-31 [Hearings.] Eviction Board. (a) In all hearings where the eviction board consists of more than one member, the presiding officer shall preside. [The vice-chairman of a hearing board or an eviction board shall preside at a hearing in the absence of the presiding officer.]

(b) The [presiding officer] eviction board shall determine the order of appearance of the parties to a hearing and shall administer the oath to all witnesses as prescribed by section 621-12, HRS. The [presiding officer] eviction board may limit the time of each witness giving testimony upon a particular issue.

(c) The eviction board shall consist of not less than one and no more than three members, of which one member shall be a tenant.

[(c)](d) Hearings shall be conducted in an informal manner unless otherwise required by law.

[(d)](e) The [examiner] eviction board may remove any person who disrupts a hearing.

[(e)](f) If a tenant, the tenant's attorney, or the tenant's representative is removed for disruptive conduct, the hearing may continue and a determination made based upon the available evidence and testimony presented.

[(f)](g) All hearings shall be confidential and closed to the public unless the tenant agrees otherwise.

(h) The hearing may be conducted through the use of video conferencing technology in accordance with section 356D-93(b), HRS, as it existed on March 28, 2013. The authority shall notify the tenant, the tenant's attorney, or the tenant's representative in writing prior to the scheduled hearing date that the hearing shall be conducted using video conferencing technology. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-32 Default. A tenant who fails to appear at a hearing after being duly notified may be found in default and the [examiner] eviction board may proceed with the hearing. [Eff 8/6/04; am and comp] (Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-93, 356D-98)

§17-2020-33 Curable and Non-Curable Violations. (a) The [examiner] eviction board shall determine whether or not the violation of the rental agreement constitutes a curable or non-curable violation~~is curable by the tenant~~. A violation is curable if the violation for which the tenant is being referred is a first offense and is not defined as a non-curable violation.

(b) Non-curable violations include:

~~(1) Chronic or consistent violations of any material term of the rental agreement;~~

~~(2) A history of chronic or consistent rent delinquency;~~

~~(3) Violations of any material term of the rental agreement subsequent to a finding of violation of said term by [a hearing or] an eviction board;~~

(~~4~~1) Any violations that threaten the health or safety of the other residents or the [corporation's] authority's employees or representatives;

(~~5~~2) Any drug-related criminal activity [occurring on or near the project premises;] or violent criminal activity;

(~~6~~3) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the other residents or the [corporation's] authority's employees or representatives;

(~~7~~4) Where the tenant has received notice from the United States Department of Housing and Urban Development that the tenant is no longer eligible to remain in the unit[.];

~~(8) Where the tenant fails to disclose the use of marijuana, even if pursuant to a lawful prescription under part IX of the Hawaii uniform controlled substances act as it existed on March 28, 2013, prior to offer and acceptance of a rental agreement;~~

~~(9) Where the tenant fails to abide by smoking prohibitions pursuant to section 17-2028-60;~~

(~~10~~5) Where any member of the family has been convicted of a felony during the term of the tenancy, and the felony is related to the authority's property or funds, the resident association or tenant association's property or funds, homicide, assault, terroristic threatening, firearms, dangerous weapons, kidnapping, sexual assault, extortion, burglary, unauthorized control of propelled vehicle, and criminal property damage;

~~(11) Termination of the rental agreement pursuant to section 17-2028-59; or~~

(~~12~~6) ~~As may be required by~~ Where 24 C.F.R. §966.4 as it existed on ~~February 19, 2013~~March 28, 2013 requires termination of the rental agreement and eviction.

(c) Where, after considering the circumstances of the case, the eviction board finds the violation is curable, the eviction board may issue a decision and order which stays the issuance of a writ of possession on the condition that the tenant and if applicable, member(s) of tenant's family, comply with certain conditions related to occupancy for a period of time as established by the eviction board.

(d) In the event that the eviction board stays the issuance of the writ of possession subject to conditions as described in subsection (c), and the tenant or if applicable, family member(s), violate any term or condition imposed by the eviction board in its decision and order, the eviction board shall issue the writ of possession and the tenant shall be evicted forthwith provided that:

(1) The authority sends a written notice to the tenant stating:

(i) The grounds for requesting the issuance of a writ of possession;

(ii) The condition of the eviction board's decision and order violated by tenant or if applicable, family member;

(iii) The tenant is not entitled to a grievance hearing; and

(iv) The date the hearing is scheduled before the eviction board to determine whether the tenant violated the board's decision and order; and

(2) At the hearing, the eviction board determines that its decision and order was violated. If the tenant fails to appear at the hearing, the tenant shall be in default and the eviction board shall issue the writ of possession forthwith and the tenant shall be evicted.

[Eff 8/6/04; am and comp]
(Auth: 24 CFR §966.4; HRS §§356D-4, 356D-13, 356D-94, 356D-98) (Imp: 24 CFR §5.100; 24 CFR §966.4; HRS §356D-94, 356D-98)

SUBCHAPTER 4

APPEALS

[§17-2020-41 Appeals of contested case hearings referred for eviction prior to June 28, 2002. (a) An appeal of the decision of the examiner may be taken to the corporation as provided in section 201G-54, HRS. The appeal shall be in writing and may be mailed or delivered to the corporation's office at 677 Queen Street, Suite 300, Honolulu, Hawaii, 96813, in care of the hearings clerk. The appeal may be heard and decided by the corporation or an appeals board appointed by the corporation.

(b) The corporation shall give written notice of the appeal hearing to the tenant fixing the date, time, and place of the appeal hearing. The notice shall be given at least five days before the date set for the appeal hearing.

(c) A tenant who fails to appear at an appeals hearing after being duly notified may be found in default and the corporation may proceed with the hearing.

(d) The corporation's decision shall be based solely on the record of the examiners which may be orally summarized by the hearings officer.

(e) Any person aggrieved by the final decision and order of the corporation may institute proceedings for review in the circuit court within thirty days after receipt of the decision as provided in section 201G-57, HRS.] [[Eff 8/6/04; R] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §356D-98)]

§17-2020-[42] 41 Appeals of contested case hearings [referred for eviction on or after June 28, 2002]. Any person aggrieved by the final decision and order of the [examiner] eviction board may institute proceedings for review in the circuit court within thirty days after receipt of the decision as provided in section [201G-57,] 356D-96, HRS. [Eff 8/6/04; am and ren] (Auth: 24 CFR §966.4; HRS

§§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-96, 356D-98)

SUBCHAPTER 5

MISCELLANEOUS PROVISIONS

§17-2020-51 Severability. If any part, section, sentence, clause, or phrase of these rules or its application to any person or circumstance is for any reason held to be unconstitutional or invalid, the remaining parts, sections, sentences, clauses, and phrases or applications of these rules to other persons or circumstances shall not be affected.
[Eff 8/6/04; comp] (Auth HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §356D-98)

§17-2020-52 Number. The use of all words used in the singular shall extend to and include the plural.
[Eff 8/6/04; comp] (Auth: HRS §§356D-4, 356D-13, 356D-98) (Imp: HRS §356D-98)

[§17-2020-53 Termination of rental agreement based on Public Law 104-120. The corporation may also terminate a rental agreement as provided for in section 15-190-59.]" [[Eff 8/6/04; R] (Auth: 42 U.S.C. §1437d; Pub. L. 104-120; HRS §§356D-4, 356D-13, 356D-98) (Imp: 24 CFR §966.4; HRS §§356D-92, 356D-98)]

2. Material, except source notes, to be repealed is bracketed. New material is underscored.

3. Additions to source notes to reflect these amendments and compilation are not underscored.

4. These amendments to and compilation of chapter 17-2020, Hawaii Administrative Rules, shall take effect ten days after filing with the Office of the Lieutenant Governor.

I certify that the foregoing are copies of the rules, drafted in the Ramseyer format pursuant to the requirements of section 91-4.1, Hawaii Revised Statutes, which were adopted on _____ and filed with the Office of the Lieutenant Governor.

_____
DAVID J. GIERLACH, Chairperson
Board of Directors
Hawaii Public Housing Authority

APPROVED AS TO FORM:

_____
Deputy Attorney General

Approved by the Executive Director ___
October 10, 2013

FOR ACTION

MOTION: To Approve Settlement of *Kolio, et al. v. State of Hawaii, Hawaii Public Housing Authority; Denise Wise in her Official Capacity As Executive Director of the Hawaii Public Housing Authority, et al.* (Civil Case No. CV11-00266), and to Authorize the Executive Director to Execute a Settlement and Release Agreement on behalf of the Hawaii Public Housing Authority

The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as related to *Kolio, et al. v. State of Hawaii, et al. (Civil Case No. CV11-00266).*

Prepared by: Department of the Attorney General

Adopted by the HPHA Board of Directors on the date set forth above:

_____
David Gierlach, Chairperson

Property Management and Maintenance Services Branch (PMMSB)
Report for the Months of August/September 2013

A. Occupancy (Goal 97%)

- Property Management's lease up activity consisted of the following:

	Federal Public Housing	State Public Housing	Reason for Transfer
New Move-ins from the Waitlist	41	9	
Internal Transfers	2	0	**1 – RRA, 1 - Other
Vacancy (tenants who vacated from the program)	24	5	

*Totals are as of August 31, 2013
**RRA – Request for Reasonable Accommodation
H&S – Health & Safety (unit deemed uninhabitable due to flooding, loss of electrical power, etc.).

As of August 31, 2013, HPHA has a total of 76 approved RRA statewide (Oahu – 73, Maui – 2, Hilo – 1 & Kauai – 0). These approved internal RRA tenants are waiting for a transfer to a suitable unit.

B. Formal Grievance Hearings held:

August 2013 Grievance Hearings			
AMP	Property	Expedited	Reason for Grievance
43	Ka Hale Kahaluu, Kona	Yes	Misconduct

Property Management scheduled and heard a total of one (1) formal grievance hearing case due to tenants being in violation of their rental agreement.

C. Rent Collection (from January 2013 to the end of August 2013)

Non vacated delinquencies were reduced from 1,043 families owing approximately $578,000 to 373 families owing $540,579.98 in back rent. AMPs are continuing to submit eviction referrals for non-payment of rent.

D. Program Activities

- The Kamehameha Homes Resident Association held a community clean-up event (litter pick-up, painting of graffiti, curbing and speed bumps, back-fill erosion and installation of bulletin boards for each cluster) on Saturday, August 24, 2013 from 7:00 a.m. to 11:30 a.m. Volunteers from Cathedral of Our Lady of Peace, resident association board members, residents and PMMSB staff were on property to provide the manpower needed to accomplish these goals.
- PMMSB staff certified and corrected the information in PIC to meet HPHA's certification deadline of August 16, 2013. This data will affect HPHA's submittal of the Capital Fund Certification and Operating Fund Submission due later this year.
- Assisted the Application Services Unit in creating a pool for upcoming vacant units.
- Consultants from Phineas Consulting were on site from August 12, 2013 to August 15, 2013 to review operations and areas of required training, interview staff at the various central office and AMPs. The consultants were able to meet and walk the properties at AMPs 33, 35, 39 and 44.

E. Plann ed Activities for September 2013

- Kalihi Valley Homes will continue to have clean-up events (litter pick-up, landscaping, grass trimming, graffiti clean-up) on Saturdays during the month of September, involving tenants who are required to do 8 hours of community service, resident association members and staff.

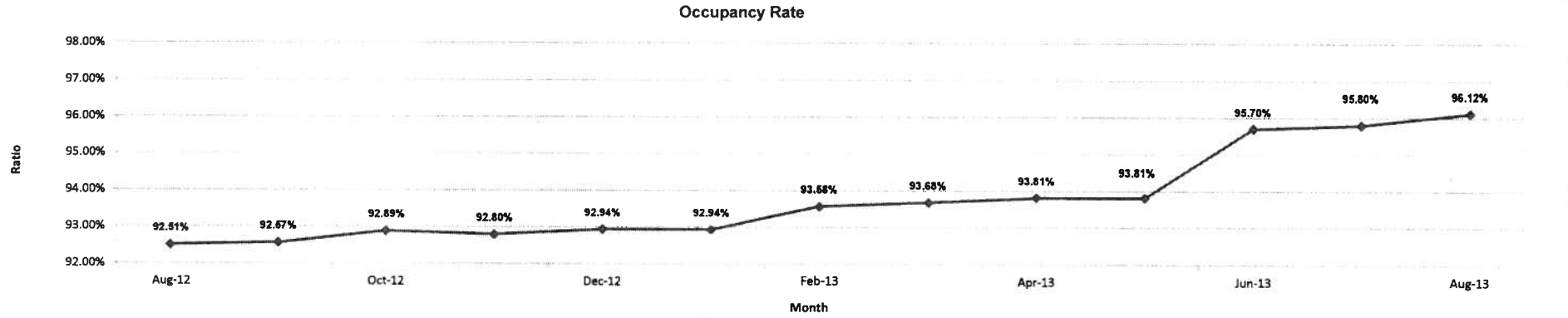
FEDERAL PUBLIC HOUSING

Occupancy from August 2012 to August 2013

	Aug-12			Sep-12			Oct-12			Nov-12			Dec-12			Jan-13		
	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio
Hawaii	620	546	88.06%	620	551	88.87%	619	564	91.11%	620	571	92.10%	627	576	91.87%	627	577	92.03%
Kauai	318	274	86.16%	315	272	86.35%	315	274	86.98%	321	281	87.54%	321	278	86.60%	321	276	85.98%
Maui	196	172	87.76%	196	176	89.80%	196	175	89.29%	196	172	87.76%	196	170	86.73%	196	167	85.20%
Oahu	3,553	3,344	94.12%	3,553	3,337	93.92%	3,553	3,337	93.92%	3,574	3,348	93.68%	3,573	3,360	94.04%	3,574	3,365	94.15%
Total	4,687	4,336	92.51%	4,684	4,336	92.57%	4,683	4,350	92.89%	4,711	4,372	92.80%	4,717	4,384	92.94%	4,718	4,385	92.94%

Cumulative (12 Months) 08/12 - 08/13	
Units	61,230
Tenats	57,424
Ratio	93.78%

	Feb-13			Mar-13			Apr-13			May-13			Jun-13			Jul-13			Aug-13		
	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio
Hawaii	627	587	93.62%	627	584	93.14%	627	588	93.78%	627	588	93.78%	627	594	94.74%	627	593	94.58%	627	595	94.90%
Kauai	321	281	87.54%	321	290	90.34%	321	297	92.52%	321	297	92.52%	319	303	94.98%	319	306	95.92%	319	307	96.24%
Maui	196	165	84.18%	196	162	82.65%	196	158	80.61%	196	158	80.61%	196	177	90.31%	196	171	87.24%	196	172	87.76%
Oahu	3,574	3,382	94.63%	3,574	3,384	94.68%	3,576	3,385	94.66%	3,576	3,385	94.66%	3,576	3,441	96.22%	3,576	3,450	96.48%	3,576	3,461	96.78%
Total	4,718	4,415	93.58%	4,718	4,420	93.68%	4,720	4,428	93.81%	4,720	4,428	93.81%	4,718	4,515	95.70%	4,718	4,520	95.80%	4,718	4,535	96.12%



220

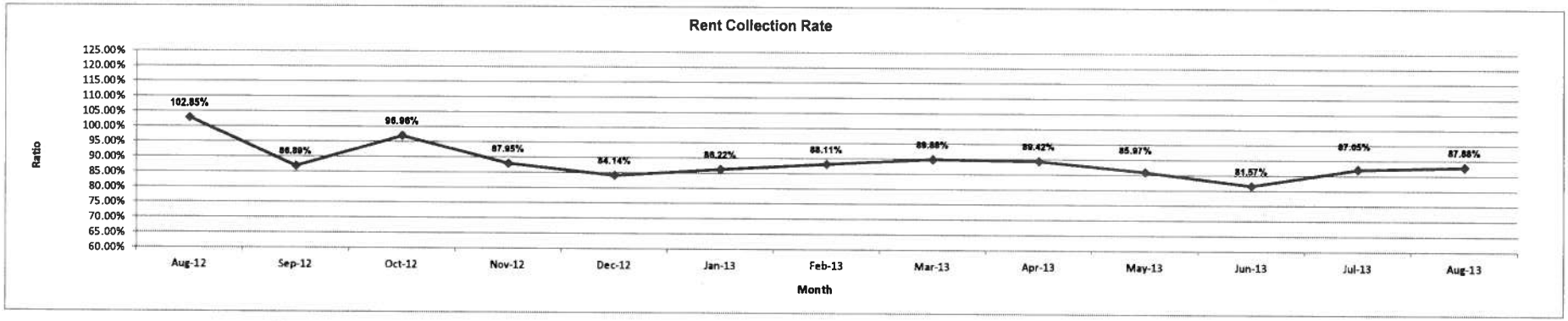
FEDERAL PUBLIC HOUSING

Rent Collection from August 2012 to August 2013

	Aug-12			Sep-12			Oct-12			Nov-12			Dec-12			Jan-13		
	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio
Hawaii	$105,021.00	$118,324.62	112.67%	$104,312.00	$98,977.76	94.89%	$105,107.00	$109,533.35	104.21%	$115,419.00	$105,516.58	91.42%	$118,685.49	$100,465.11	84.65%	$120,935.00	$107,016.94	88.49%
Kauai	$68,634.69	$74,684.13	108.81%	$68,257.00	$56,174.97	82.30%	$68,464.00	$67,037.65	97.92%	$70,712.00	$57,227.00	80.93%	$72,785.00	$56,776.29	78.01%	$72,979.00	$61,222.92	83.89%
Maui	$43,521.00	$43,913.67	100.90%	$44,672.00	$38,615.46	86.44%	$46,129.00	$43,639.11	94.60%	$48,300.00	$39,985.48	82.79%	$47,318.00	$38,117.48	80.56%	$47,832.00	$40,745.13	85.18%
Oahu	$920,596.61	$933,241.75	101.37%	$908,055.31	$783,953.25	86.33%	$906,469.10	$871,733.02	96.17%	$953,683.92	$842,175.47	88.31%	$937,113.33	$793,999.98	84.73%	$944,175.97	$813,564.69	86.17%
Total	$ 1,137,773.30	$ 1,170,164.17	102.85%	$ 1,125,296.31	$ 977,721.44	86.89%	$ 1,126,169.10	$ 1,091,943.13	96.96%	$ 1,188,114.92	$ 1,044,904.53	87.95%	$ 1,175,901.82	$ 989,358.86	84.14%	$ 1,185,921.87	$ 1,022,549.88	86.22%

Cumulative (12 Months) 08/12 - 08/13		
Charges	$	15,500,971.94
Collections	$	13,756,370.11
Total	$	(1,744,601.83)
Ratio		88.75%

	Feb-13			Mar-13			Apr-13			May-13			Jun-13			Jul-13			Aug-13		
	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio
Hawaii	$121,050.10	$108,138.56	89.33%	$123,608.68	$113,174.38	91.41%	$129,673.30	$111,873.60	86.27%	$121,317.30	$106,077.26	87.44%	$120,622.20	$103,068.13	85.45%	$128,171.87	$113,642.05	88.66%	$122,224.49	$111,930.82	91.58%
Kauai	$72,407.00	$59,848.00	82.65%	$77,168.00	$66,422.00	86.07%	$78,499.00	$68,647.50	87.45%	$86,045.00	$70,470.09	81.90%	$85,288.00	$65,864.09	77.23%	$82,113.00	$66,030.92	80.41%	$82,910.00	$63,169.00	76.19%
Maui	$49,676.67	$44,266.72	89.11%	$49,710.67	$45,416.13	91.36%	$46,990.79	$40,270.12	85.70%	$46,034.00	$37,002.06	80.38%	$47,105.00	$35,683.67	75.75%	$55,093.50	$44,438.99	80.66%	$52,056.00	$43,621.34	83.80%
Oahu	$958,859.49	$846,874.46	88.32%	$973,891.50	$875,663.63	89.91%	$973,518.13	$877,858.04	90.17%	$977,304.94	$844,507.77	86.41%	$964,457.80	$788,482.29	81.75%	$986,186.95	$865,426.80	87.75%	$949,611.14	$841,859.88	88.65%
Total	$ 1,201,993.26	$ 1,058,127.74	88.11%	$ 1,224,578.85	$ 1,100,676.14	89.88%	$ 1,228,681.22	$ 1,098,649.26	89.42%	$ 1,230,701.24	$ 1,058,057.18	85.97%	$ 1,217,473.00	$ 993,098.18	81.57%	$ 1,251,565.32	$ 1,089,538.76	87.05%	$ 1,206,801.83	$ 1,060,581.84	87.88%



Federal LIPH
HPHA Project Overview Report
Effective 08/31/2013

	Occupancy*							
AMP	Total Available Units	Total Occupied Units	Total Vacant Units (excludes rent ready)	Occupancy Ratio	Move-Ins	Move-Outs	Transfers	Units Rent Ready
30P-Aiea	363	347	14	95.59%	2	3	1	1
31P-KVH	373	368	3	98.66%	6	3	1	2
32P-MWH	364	361	2	99.18%	1	1	1	1
33P-Kam/Kaamanu	373	370	1	99.20%	1	0	2	2
34P-Kalakaua	583	576	6	98.80%	5	6	1	1
35P-Kalanihuia	587	584	3	99.49%	6	4	0	0
37P-Hilo	322	297	24	92.24%	0	2	0	0
38P-Kauai	319	307	5	96.24%	3	3	0	0
39P-Maui	196	172	23	87.76%	3	3	1	1
40P-KPT	170	167	1	98.24%	3	0	2	2
43P-Kona	202	199	2	98.51%	4	0	1	1
44P-Leeward Oahu	260	244	15	93.85%	4	1	1	1
45P-Windward Oahu	235	221	5	94.04%	1	0	0	0
46P-Kamuela	103	99	1	96.12%	4	0	2	2
49P-Central Oahu	150	129	21	86.00%	0	0	0	0
50P-Palolo	118	94	24	79.66%	0	0	0	0
Total	**4,718**	**4,535**	**150**	**96.12%**	**43**	**26**	**13**	**14**

	Non Vacated Delinquencies**				Collection Rate		
AMP	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
30P-Aiea	10	32,121.61	6	34,541.81	$ 134,455.00	$ 112,220.36	**83.46%**
31P-KVH	99	62,736.98	85	52,643.76	$ 98,921.81	$ 69,060.68	**69.81%**
32P-MWH	20	18,623.62	7	15,516.09	$ 101,477.05	$ 88,709.99	**87.42%**
33P-Kam/Kaamanu	9	8,957.27	3	13,040.00	$ 80,301.00	$ 75,263.00	**93.73%**
34P-Kalakaua	7	15,745.00	4	31,745.20	$ 141,141.02	$ 132,737.82	**94.05%**
35P-Kalanihuia	4	3,441.00	3	8,918.00	$ 152,830.04	$ 150,780.04	**98.66%**
37P-Hilo	5	4,138.00	2	2,029.00	$ 66,763.35	$ 64,069.13	**95.96%**
38P-Kauai	11	32,470.70	9	34,941.50	$ 82,910.00	$ 60,743.00	**73.26%**
39P-Maui	8	16,610.00	7	25,471.00	$ 52,056.00	$ 43,233.34	**83.05%**
40P-KPT	10	21,401.23	3	5,770.40	$ 61,015.00	$ 49,748.51	**81.53%**
43P-Kona	7	4,483.00	4	6,224.00	$ 36,543.24	$ 30,802.50	**84.29%**
44P-Leeward Oahu	13	41,563.69	11	12,736.97	$ 58,935.00	$ 37,691.54	**63.95%**
45P-Windward Oahu	1	916.00	1	418.00	$ 59,789.22	$ 63,052.22	**105.46%**
46P-Kamuela	10	13,578.69	4	8,424.00	$ 18,917.90	$ 16,984.48	**89.78%**
49P-Central Oahu	5	2,875.00	2	2,981.00	$ 37,503.00	$ 35,774.00	**95.39%**
50P-Palolo	2	3,044.00	1	2,473.46	$ 23,243.00	$ 22,942.50	**98.71%**
Total	**221**	**$ 282,705.79**	**152**	**$ 257,874.19**	**$ 1,206,801.63**	**$ 1,053,813.11**	**87.32%**

* Occupancy also counts Scheduled for Modernization Units.

** Occupancy reflects removal of KPT Units.

*** Delinquencies and Collections reflect only Rents, Prepays and Payment Agreements (Bill Code 0001 and 0006).

Federal LIPH
HPHA Island Overview Report
Effective 08/31/2013

	Occupancy *								LIPH and Elderly Waiting List**				
Island	Total Available Units	Total Occupied Units	Total Vacant Units (excludes rent ready)	Occupancy Ratio	Move-Ins	Move-Outs	Transfers	Units Rent Ready	HUD Income Limit	# of HoH	% of WL	Avg Family Size	Avg Bedroom Size
Hawaii	627	595	27	94.90%	8	2	3	3	Average Income	20	0.31%	6.63	3.32
Kauai	319	307	5	96.24%	3	3	0	0	Low Income (80%)	45	0.70%	2.56	1.98
Maui	196	172	23	87.76%	3	3	1	1	Very Low Inc. (50%)	397	6.18%	2.78	1.88
Oahu	3,576	3,461	95	96.78%	29	18	9	10	Extrmly Low Inc. (30%)	5,961	92.81%	2.46	1.67
Total	**4,718**	**4,535**	**150**	**96.12%**	**43**	**26**	**13**	**14**		**6,423**	**100.00%**	**2.50**	**1.69**

	Non Vacated Delinquencies***				Collection Rate ****		
Island	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
Hawaii	22	$ 22,199.69	10	$ 16,677.00	$ 122,224.49	$ 111,930.82	**91.58%**
Kauai	11	$ 32,470.70	9	$ 34,941.50	$ 82,910.00	$ 63,169.00	**76.19%**
Maui	8	$ 16,610.00	7	$ 25,471.00	$ 52,056.00	$ 43,621.34	**83.80%**
Oahu	180	$ 211,425.40	126	$ 180,784.69	$ 949,611.14	$ 841,859.88	**88.65%**
Total	**221**	**$ 282,705.79**	**152**	**$ 257,874.19**	**$ 1,206,801.63**	**$ 1,060,581.04**	**87.88%**

* Occupancy also counts Scheduled for Modernization Units.
* Occupancy reflects removal of KPT Units.
** Please notice WL Income Limits assumes 2010 HUD Family Income Limit for Hawaii.
*** Delinquencies and Collections reflect only Rents, Prepays and Payment Agreements (Bill Code 0001 and 0006).
**** Lower Collection rate due to mailing label errors.

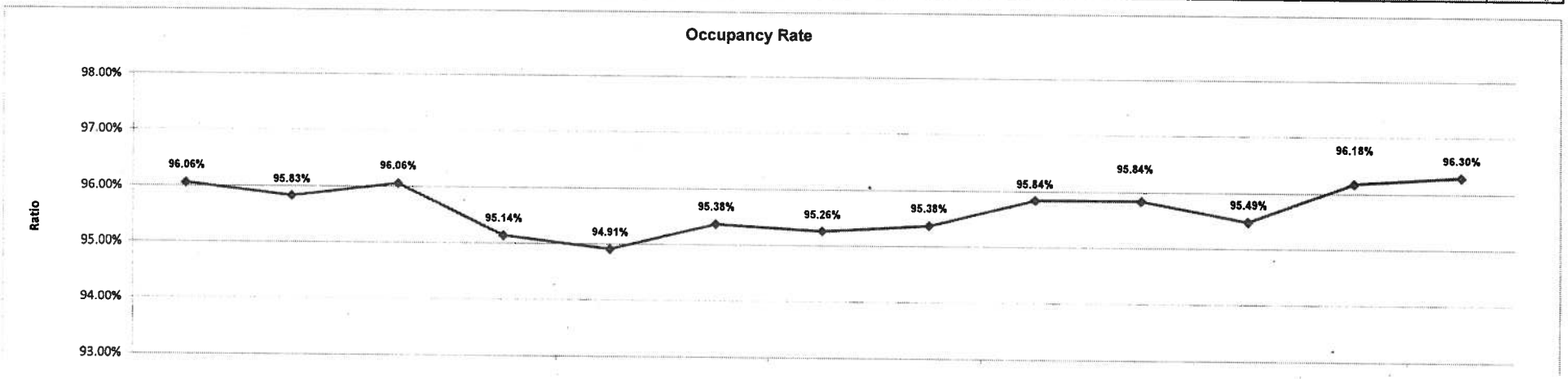
STATE PUBLIC HOUSING

Occupancy from August 2012 to August 2013

	Aug-12			Sep-12			Oct-12			Nov-12			Dec-12			Jan-13		
	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio
Hawaii	56	48	85.71%	56	48	85.71%	56	46	82.14%	56	47	83.93%	56	48	85.71%	56	49	87.50%
Kauai	26	24	92.31%	26	24	92.31%	26	24	92.31%	26	25	96.15%	26	24	92.31%	26	22	84.62%
Maui	32	29	90.63%	32	29	90.63%	32	29	90.63%	32	26	81.25%	32	25	78.13%	32	25	78.13%
Oahu	749	728	97.20%	749	726	96.93%	749	730	97.46%	751	725	96.54%	751	724	96.40%	751	729	97.07%
Total	863	829	96.06%	863	827	95.83%	863	829	96.06%	865	823	95.14%	865	821	94.91%	865	825	95.38%

Cumulative (12 Months) 08/12 - 08/13	
Units	11,236
Tenants	10,749
Ratio	95.67%

	Feb-13			Mar-13			Apr-13			May-13			Jun-13			Jul-13			Aug-13		
	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio	Total Units	Occ Units	Ratio
Hawaii	56	49	87.50%	56	48	85.71%	56	48	85.71%	56	48	85.71%	56	48	85.71%	56	51	91.07%	56	50	89.29%
Kauai	26	22	84.62%	26	22	84.62%	26	22	84.62%	26	22	84.62%	26	24	92.31%	26	24	92.31%	26	24	92.31%
Maui	32	25	78.13%	32	26	81.25%	32	24	75.00%	32	24	75.00%	32	23	71.88%	32	24	75.00%	32	24	75.00%
Oahu	751	728	96.94%	751	729	97.07%	751	735	97.87%	751	735	97.87%	750	730	97.33%	750	732	97.60%	750	734	97.87%
Total	865	824	95.26%	865	825	95.38%	865	829	95.84%	865	829	95.84%	864	825	95.49%	864	831	96.18%	864	832	96.30%



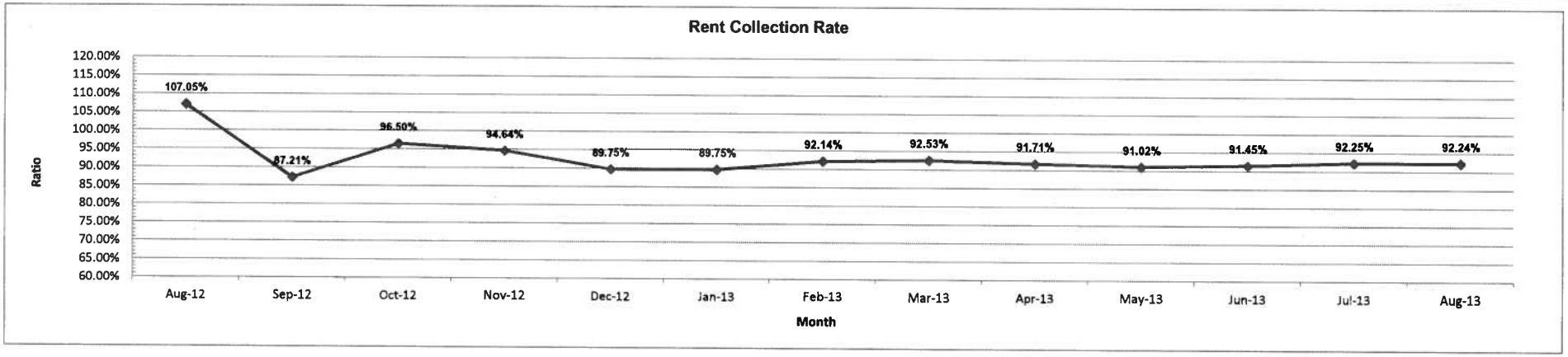
STATE PUBLIC HOUSING

Rent Collection from August 2012 to August 2013

	Aug-12			Sep-12			Oct-12			Nov-12			Dec-12			Jan-13		
	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio
Hawaii	$ 15,525.00	$ 14,149.00	91.14%	$ 15,189.00	$ 11,446.00	75.36%	$ 15,384.00	$ 12,703.00	82.57%	$ 14,094.00	$ 11,083.00	78.64%	$ 15,888.00	$ 10,349.50	65.14%	$ 15,888.00	$ 10,349.50	65.14%
Kauai	$ 5,264.00	$ 5,466.00	103.84%	$ 5,264.00	$ 4,662.00	88.56%	$ 5,276.00	$ 5,097.74	96.62%	$ 5,076.19	$ 3,875.19	76.34%	$ 5,886.00	$ 4,476.00	76.04%	$ 5,886.00	$ 4,476.00	76.04%
Maui	$ 5,448.00	$ 4,651.00	85.37%	$ 5,339.00	$ 4,693.00	87.90%	$ 4,975.00	$ 4,196.00	84.34%	$ 5,514.00	$ 3,457.00	62.69%	$ 4,782.00	$ 3,197.00	66.85%	$ 4,782.00	$ 3,197.00	66.85%
Oahu	$ 225,890.00	$ 245,627.74	108.74%	$ 225,553.00	$ 198,408.18	87.97%	$ 224,465.00	$ 219,337.37	97.72%	$ 223,737.00	$ 216,686.24	96.85%	$ 231,450.52	$ 213,525.93	92.26%	$ 231,450.52	$ 213,525.93	92.26%
Total	$ 252,127.00	$ 269,893.74	107.05%	$ 251,345.00	$ 219,209.18	87.21%	$ 250,100.00	$ 241,334.11	96.50%	$ 248,421.19	$ 235,101.43	94.64%	$ 258,006.52	$ 231,548.43	89.75%	$ 258,006.52	$ 231,548.43	89.75%

Cumulative (12 Months) 08/12 - 08/13	
Charges	$ 3,401,867.04
Collections	$ 3,159,974.46
Total	$ (241,892.58)
Ratio	92.89%

	Feb-13			Mar-13			Apr-13			May-13			Jun-13			Jul-13			Aug-13		
	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio	Charges	Collected	Ratio
Hawaii	$ 16,989.50	$ 13,585.50	79.96%	$ 16,734.00	$ 13,546.00	80.95%	$ 15,814.00	$ 12,780.00	80.81%	$ 15,502.00	$ 11,566.00	74.61%	$ 22,748.00	$ 18,247.50	80.22%	$ 16,837.00	$ 12,440.33	73.89%	$ 18,340.00	$ 14,673.33	80.01%
Kauai	$ 4,728.81	$ 4,240.81	89.68%	$ 4,850.76	$ 4,433.76	91.40%	$ 4,797.81	$ 4,778.47	99.60%	$ 4,668.81	$ 4,184.86	89.63%	$ 5,444.81	$ 4,837.81	88.85%	$ 4,972.81	$ 4,406.81	88.62%	$ 5,629.00	$ 4,776.00	84.85%
Maui	$ 4,744.00	$ 3,803.00	80.16%	$ 4,353.00	$ 3,037.00	69.77%	$ 4,303.00	$ 3,059.00	71.09%	$ 4,140.00	$ 3,115.00	75.24%	$ 4,134.00	$ 2,827.00	68.38%	$ 4,188.00	$ 3,071.00	73.33%	$ 4,460.00	$ 3,576.00	80.18%
Oahu	$ 234,896.90	$ 219,180.72	93.31%	$ 235,923.00	$ 221,276.42	93.79%	$ 256,198.40	$ 237,192.70	92.58%	$ 236,283.40	$ 218,331.82	92.40%	$ 244,025.00	$ 226,812.96	92.95%	$ 235,618.40	$ 221,416.94	93.97%	$ 252,536.40	$ 236,142.40	93.51%
Total	$ 261,359.21	$ 240,810.03	92.14%	$ 261,860.76	$ 242,293.18	92.53%	$ 281,113.21	$ 257,810.17	91.71%	$ 260,594.21	$ 237,197.68	91.02%	$ 276,351.81	$ 252,725.27	91.45%	$ 261,616.21	$ 241,335.08	92.25%	$ 280,965.40	$ 259,167.73	92.24%



State LIPH
HPHA Island Overview Report
Effective 08/31/2013

	Occupancy*								LIPH and Elderly Waiting List**				
Island	Total Available Units	Total Occupied Units	Total Vacant Units (excludes rent ready)	Occupancy Ratio	Move-Ins	Move-Outs	Transfers	Units Rent Ready	HUD Income Limit	# of HoH	% of WL	Avg Family Size	Avg Bedroom Size
Hawaii	56	50	4	89.29%	1	1	0	0	Average Income	19	0.38%	7.00	3.30
Kauai	26	24	1	92.31%	0	0	0	1	Low Income (80%)	28	0.56%	2.30	1.53
Maui	32	24	8	75.00%	2	2	0	0	Very Low Inc. (50%)	316	6.35%	2.50	1.54
Oahu	750	734	6	97.87%	6	2	0	3	Extrmly Low Inc. (30%)	4,617	92.71%	2.27	1.43
Total	**864**	**832**	**19**	**96.30%**	**9**	**5**	**0**	**4**		**4,980**	**100.00%**	**2.30**	**1.44**

	Non Vacated Delinquencies***				Collection Rate		
Island	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
Hawaii	1	$ 6,319.00	2	$ 9,027.00	$ 18,340.00	$ 14,673.33	**80.01%**
Kauai	0	$ 1,419.00	0	$ 4,016.00	$ 5,629.00	$ 4,776.00	**84.85%**
Maui	2	$ 1,492.00	0	$ 10,611.00	$ 4,460.00	$ 3,576.00	**80.18%**
Oahu	6	$ 25,945.59	12	$ 74,036.23	$ 252,536.40	$ 236,142.40	**93.51%**
Total	**9**	**$ 35,175.59**	**14**	**$ 97,690.23**	**$ 280,965.40**	**$ 259,167.73**	**92.24%**

* Occupancy also counts Scheduled for Modernization Units.

** Please notice WL Income Limits assumes 2010 HUD Family Income Limit for Hawaii.

*** Delinquencies and Collections reflect only Rents, Prepays and Payment Agreements (Bill Code 0001 and 0006).

State LIPH
HPHA Project Overview Report
Effective 08/31/2013

	Occupancy *							
Project	Total Available Units	Total Occupied Units	Total Vacant Units (excludes rent ready)	Occupancy Ratio	Move-Ins	Move-Outs	Transfers	Units Rent Ready
2201-Hauiki	46	45	0	97.83%	0	0	0	0
2202-Puahala Homes	128	122	2	95.31%	4	0	0	2
2204-Kawailehua	26	24	1	92.31%	0	0	0	1
2205-Kahale Mua	32	24	8	75.00%	2	2	0	0
2206-Lokahi	30	26	3	86.67%	1	1	0	0
2207-Ke Kumu Elua	26	24	1	92.31%	0	0	0	0
2401-Hale Po'ai	206	202	3	98.06%	0	0	0	0
2402-La'iola	108	106	0	98.15%	0	0	0	1
2403-Kamalu-Ho'olulu	221	219	1	99.10%	2	2	0	0
2404-Halia Hale	41	40	0	97.56%	0	0	0	0
Total	**864**	**832**	**19**	**96.30%**	**9**	**5**	**0**	**4**

	Non Vacated Delinquencies**				Collection Rate		
Project	Count of Families	30-90 Days	Count of Families	Over 90 Days	Charges	Collected	Ratio
2201-Hauiki	1	$ 7,258.79	3	$ 36,948.80	$ 19,070.00	$ 15,489.00	**81.22%**
2202-Puahala Homes	5	$ 17,973.80	9	$ 37,087.43	$ 45,125.00	$ 32,650.00	**72.35%**
2204-Kawailehua	0	$ 1,419.00	0	$ 4,016.00	$ 5,629.00	$ 4,776.00	**84.85%**
2205-Kahale Mua	2	$ 1,492.00	0	$ 10,611.00	$ 4,460.00	$ 3,576.00	**80.18%**
2206-Lokahi	1	$ 2,766.00	0	$ 594.00	$ 11,377.00	$ 9,544.33	**83.89%**
2207-Ke Kumu Elua	0	$ 3,553.00	2	$ 8,433.00	$ 6,963.00	$ 5,129.00	**73.66%**
2401-Hale Po'ai	0	$ -	0	$ -	$ 70,883.00	$ 70,883.00	**100.00%**
2402-La'iola	0	$ 483.00	0	$ -	$ 39,854.40	$ 39,527.40	**99.18%**
2403-Kamalu-Ho'olulu	0	$ 230.00	0	$ -	$ 65,630.00	$ 65,619.00	**99.98%**
2404-Halia Hale	0	$ -	0	$ -	$ 11,974.00	$ 11,974.00	**100.00%**
Total	**9**	**$ 35,175.59**	**14**	**$ 97,690.23**	**$ 280,965.40**	**$ 259,167.73**	**92.24%**

* Occupancy also counts Scheduled for Modernization Units.

** Delinquencies and Collections reflect only Rents, Prepays and Payment Agreements (Bill Code 0001 and 0006).

Construction Management Branch
Report for August/September 2013

A. Completed Activities

- **Solicitations Posted**
  a. Puuwai Momi Repair of 3 Roofs (HePS)
  b. Fire Damage Repair at Unit 304 at Kau`iokalani (IFB)
  c. Renovation of Unit 606 at Kau'iokalani (HePS)

- **New Contracts Executed (Design/Construction/Planning)**
  a. Dwelling Modifications at Kaimalino – Construction
  b. Kalihi Valley Homes Site and Dwelling Improvements Major Modernization Phase 4B-9 – Design
  c. Puahala Homes, Phase 1B Abatement and Modernization Buildings 4, 5, 6 – Design
  d. Green Physical Needs Assessment (GPNA), Supplemental contract for the State projects – Planning

- **Other**
  a. CMB worked with the Planning and Evaluation Office with regards to the green construction activities to submit the State Legislative "Lead By Example" FY2012-2013 energy year-end report.
  b. Participated in the Kaua`i Affordable Housing Advisory Committee Tour of State, County and private low income affordable housing inventory in West Kaua`i.
  c. Submitted the Model Year 2012 Standard Compliance Annual Report on Alternative Fuels and Vehicles Purchase for the Department of Energy's EPAct Transportation Regulatory Activities and is in the process of completing the Model Year 2013 report.

B. Planned Activities

- **Elevator Modernization Projects**
  a. <u>14 Federal Elevator Modernization and Repairs (Okada Trucking)-Contractor</u>:
     1. Okada Trucking started on modernization work to elevator #2 at Makamae on July 29 and elevator #2 at Pumehana on July 31, 2013.
     2. Maintenance service to all other elevators is on schedule.
  b. <u>Salt Lake Elevator (Summit Construction)-Contractor</u>:
     1. Construction of new elevator is on-going.

- **Large Capacity Cesspool Conversions (LCCC) Statewide**
  a. The HPHA was notified by the Department of Land and Natural Resources (DLNR) that the Maui and Big Island transfers of Teachers' Cottages and cancellation of the Executive Orders will be on the Board agendas in September. However, the Molokai transfer will require the HPHA to notify

the Department of Education (DOE) and the Fire Department, two other agencies using the land, that the DOE will need to take responsibility for the subdivision submittals and upgrades (which may include subdivision of the land, driveway upgrades, and utility meter separation) that the County will require prior to the actual Executive Order transfer. The DLNR was notified of the HPHA's intent on 9/3/2013, and the HPHA is drafting the agreement.

b. Notice of Award for Individual Wastewater System (IWS) Maintenance of AMP 46 was sent to the contractor on August 19, 2013.
c. The Contract for Individual Wastewater System (IWS) Maintenance of AMP 37 & 43 was executed and received back from the contractor on September 3, 2013. The HPHA is waiting on a revised Certificate of Liability Insurance from the contractor prior to sending for final execution.

- **Vacant Units Type C Status**
  - PHA Wide Type C Vacant Units
    a. Total Vacant Type C Units: 173
       1. Federal: 171 units
       2. State: 2 units
    b. Total in design or about to get into design: 53
    c. Total in construction: 60
    d. Total approved by HUD as "Undergoing Modernization": 58
    e. Total approved for Demolition: 60
  - Status by County:
    a. Oahu
       1. 72 Units total
       2. 4 units approved for demo
       3. 50 currently in construction contracts.
       4. 18 in design or about to be in design
    b. Hawaii
       1. 82 Units total
       2. 56 units approved for demo
       3. 26 in design
    c. Kauai
       1. 10 units total
       2. 9 units currently in construction contracts
       3. 1 in design
    d. Maui County
       1. Maui:
          - 5 units in design or about to be in design
       2. Molokai:
          - 4 units total
          - 2 units in the Federal project and 2 units in the State project are in design.

- **Lanakila Homes**
  a. HPHA has been working with HUD Honolulu to submit additional documentation to confirm the Agency's Faircloth unit count. 88 units from Phase I and Phase II demolition and reconstruction are being disallowed by HUD Headquarters. HPHA has submitted recent information documenting the standing unit count and approved demolition and disposition from HUD.
  b. Bid opening for the rehab of six vacant units was held on August 23, 2013. Three bids were received. The apparent low bidder was Isemoto Contracting Inc. Ltd. for $971,256.00. HPHA is confirming that the bid is responsible and responsive. The other two bids were for $1.3M and $1.4M.
  c. Design is in progress for the Fair Housing renovations, which include the construction of accessible routes through the upper section of Lanakila Homes and additional parking stalls.
  d. Design in progress for the infrastructure and site improvements.
  e. Hazmat Testing of vacant units site completed, awaiting completion of the test reports. Reports completed for Bldg. 59, 61 and 62.

- **Section 3 Fiscal Year 2013 Report**
  a. CMB is preparing the submission for the Section 3 FY 2013 report (September 1, 2012 – August 31, 2013) due January 10, 2014.

- **Kapi`olani Street Extension in South Hilo**
  a. HPHA is working with the County of Hawai`i on their request for an easement across a small segment of HPHAs property at Hale Olaloa (see For Action for more information on this request.)

C. State Capital Improvement Projects (CIP) & Federal Capital Fund Program (CFP)

a. CMB has been working with the Fiscal Management Office and Budget and Finance to provide requested information for the release of funds of the State CIP FY2013-2014 $45M appropriation. HPHA is still awaiting the release of those funds.
b. CMB is working on a request to HUD for an extension to the obligation deadline for the Replacement Housing Factor funds from October 19, 2013 to October 29, 2014. The funds can only be used toward the plans, design and construction activities associated with new construction to replace obsolete inventory. CMB is on track and working to meet all other State CIP and Federal CFP deadlines.
c. Please refer to the Summary of Capital Projects spreadsheet by the Fiscal Management Office for detailed encumbrance, obligation and expenditure status.
d. Please refer to the Contracts and Procurement report for a complete listing of contracts that were issued by CMB.

Hearings Office
Report for the Month of August/September 2013

A. Status Update:

- Eviction cases heard for August 2013-12 cases, 12 for rent, 0 for non rent, July 2012 through August 2013, a total of 176 cases were referred with a total of 82 families evicted for this period.

- Implement Elite System Generated First Notice of Violation for AMPS

- Track AMP Delinquencies and Report to ED/PMMSB

- Prepare Record on Appeal for Circuit Court Appeal

B. Planned Activities

- Evaluate, review and revise eviction referrals for compliance with Section 356D, Hawaii Revised Statutes (Public Housing-Evictions).

- Conduct Statewide Administrative eviction hearings in compliance with laws, rules, and regulations.

- Prepare Findings of Facts, Conclusions of Law, Decision and Order, and other legal documents.

- Update hearings staff on revisions to law, rules and regulations governing public housing Tenants' rights and responsibilities.

- Update Federal Notice of Violation Letters

- Continue to Assist Manager's Documentation of Criminal Cases

- Continue to work with Management to refer rent and non rent cases in a timely manner.

- Continue to recruit resident and non-resident statewide eviction board members.

- Schedule federal statewide eviction hearings in a timely manner.

HEARINGS OFFICE-STATEWIDE FEDERAL EVICTION REFERRALS-August 30, 2013

Total # of Cases Heard for the Month of August 2013: 12

(Oahu & Neighbor Islands)

Decisions Rendered:	Rent Violations	Other Violations
Eviction	4	0
Evict w/cond	4	0
10-day cure	0	0
Withdrawn	2	0
Continued	2	0
Total	12	0

Delinquent balances for rent cases ordered evicted for month of August 2013:

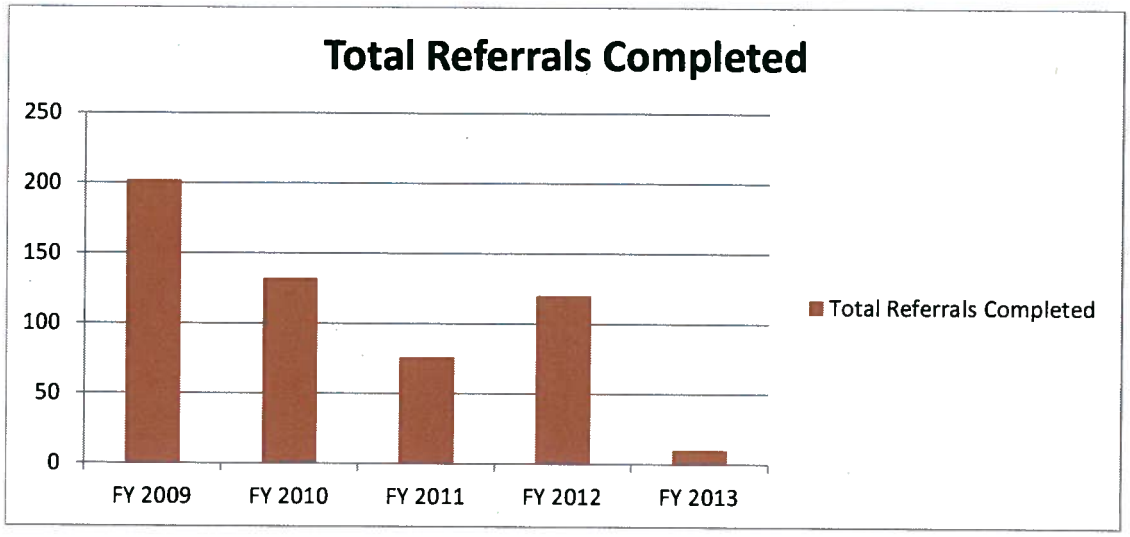
AMP 44	West Oahu	$801	AMP 30	$4,748
AMP 38	Kauai	$4,495		

	REFERRALS								
	REASON FOR REFERRAL			RESULT OF EVICTION REFERRAL					
MONTH	Total	Rent	Other	Evict	Evict with Cond	10-day Cure	Dismiss	Continued	Completed
FY 2009	263	223	40	109	83	4	6	61	202
FY 2010	178	140	38	68	54	5	5	46	132
FY 2011	106	84	22	40	32	1	3	30	76
FY 2012	161	119	42	76	37	3	6	38	120
FY 2013	15	14	1	6	4	0	2	3	10

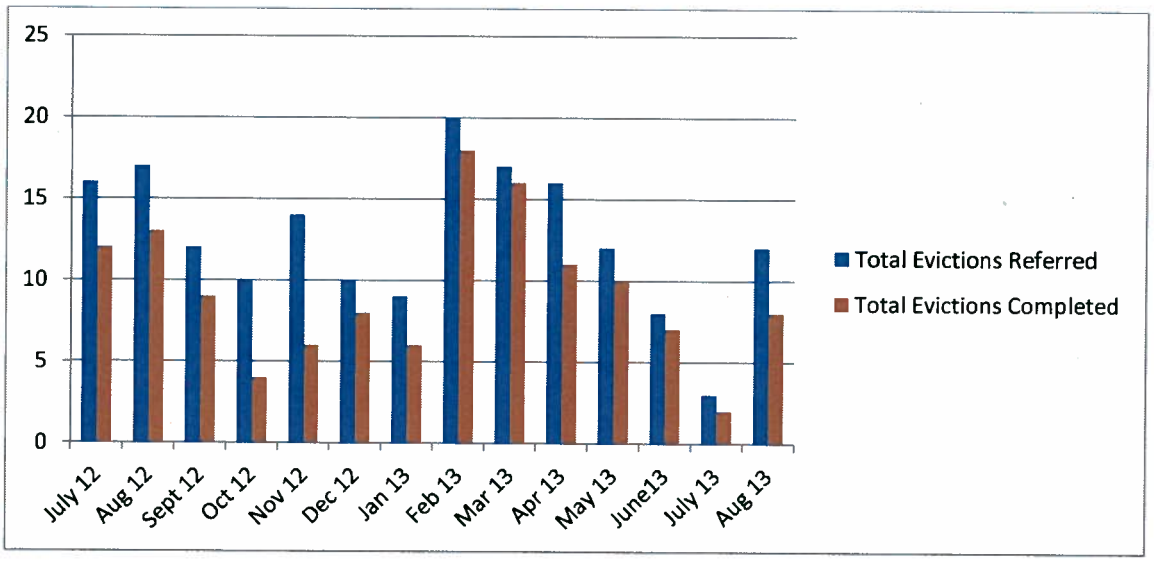
July 2012-July 2013

	REFERRALS								
	REASON FOR REFERRAL			RESULT OF EVICTION REFERRAL					
MONTH	Total	Rent	Other	Evict	Evict with Cond	10-day Cure	Dismiss	Continued	Completed
July 12	16	15	1	6	6	0	0	4	12
Aug 12	17	10	7	12	1	0	0	4	13
Sept 12	12	9	3	6	2	0	1	3	9
Oct 12	10	9	1	4	0	0	0	6	4
Nov 12	14	14	0	1	3	0	2	8	6
Dec 12	10	8	2	5	3	0	0	2	8
Jan 13	9	7	2	4	1	1	0	3	6
Feb 13	20	13	7	11	7	0	0	2	18
Mar 13	17	14	3	10	3	2	1	1	16
Apr 13	16	10	6	4	7	0	1	4	11
May 13	12	5	7	7	3	0	2	0	10
June13	8	5	3	6	1	0	0	1	7
July 13	3	2	1	2	0	0	0	1	2
Aug 13	12	12	0	4	4	0	2	2	8
TOTALS	176	133	43	82	41	3	9	41	130

Fiscal Years 2009-2013



January 2012 - August 2013



Prepared and Reviewed by Renee Blondin-Nip on August 30, 2013

Section 8 Subsidy Programs Branch
August/September 2013

A. Accomplishments

- Voucher lease up update:
  a. In August 2013 Section 8 staff determined eligibility for 4 veteran's vouchers, 2 project based vouchers at Palolo Valley Homes LP and 2 port-in's from other states or neighbor islands. All of the 8 families moved into a home in August 2013.

  b. A total of 23 families moved into new homes in August 2013. This total includes 8 lease ups (6 from the waitlist, 2 port in's), and 15 transfers. See breakdown below by bedroom size for move in's and transfers.

Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
4	5	8	5	1

  c. HPHA is currently assisting 1983 families with voucher rental assistance payments. There are currently 23 Veteran's that have a voucher and are looking for a place to live. Four Veterans are scheduled to receive vouchers and 6 are in the leasing process (4 on Oahu and 2 on Maui).

- 204 inspections were conducted and completed by HPHA staff in August 2013. There were 74 inspections that failed at the time of the first inspection and 12 rent comparables that failed during August 2013.

- Staff began the purge of the Palolo Valley Homes LP waitlist. On August 9, 2013 a letter was sent to all applicants on the waitlist.

- The Family Self Sufficiency (FSS) program assisted 82 Section 8 clients in August 2013.

  a. 37 active escrow accounts, account balance $111,945

  b. 1 family increased their income

  c. 3 families attended orientation

- Staff will update Elite with purge responses for the Rent Supplement Program waitlist by 9/30/13.

- Correct late HQS reporting in PIC for 33 families.

HAWAII PUBLIC HOUSING AUTHORITY
Board Report – July 2013(Unaudited)

AGENCY TOTAL – Variance Analysis based on any increases or (decrease) of 10% or more with the month of July 2013 being the basis for the variances. The July 2013 and prior year financial are not audited and subject to auditors adjustments and reclassifications resulting from the audit.

INCOME STATEMENT

A. REVENUES:

COCC Fee Income:

COCC Front Line Service Fees not billed for the month of July due to billing detail not available $204k net of increase in Management Fees increase due to rate increase $36k and decrease of $11k in Bookkeeping Fees.

Other Income:

Subsidy transfers to state projects and federal Asset Management Projects(AMPs).

B. EXPENSES:

Administrative:

Frontline Service Fees budgeted but not billed $204k; employee positions budgeted but not filled $221k net of miscellaneous office expenses..

Maintenance:

Maintenance employee positions not filled $158k;Contract equipment repairs $104k; materials and supplies $53k; equipment repairs $25k resulted from timing of expenditures.

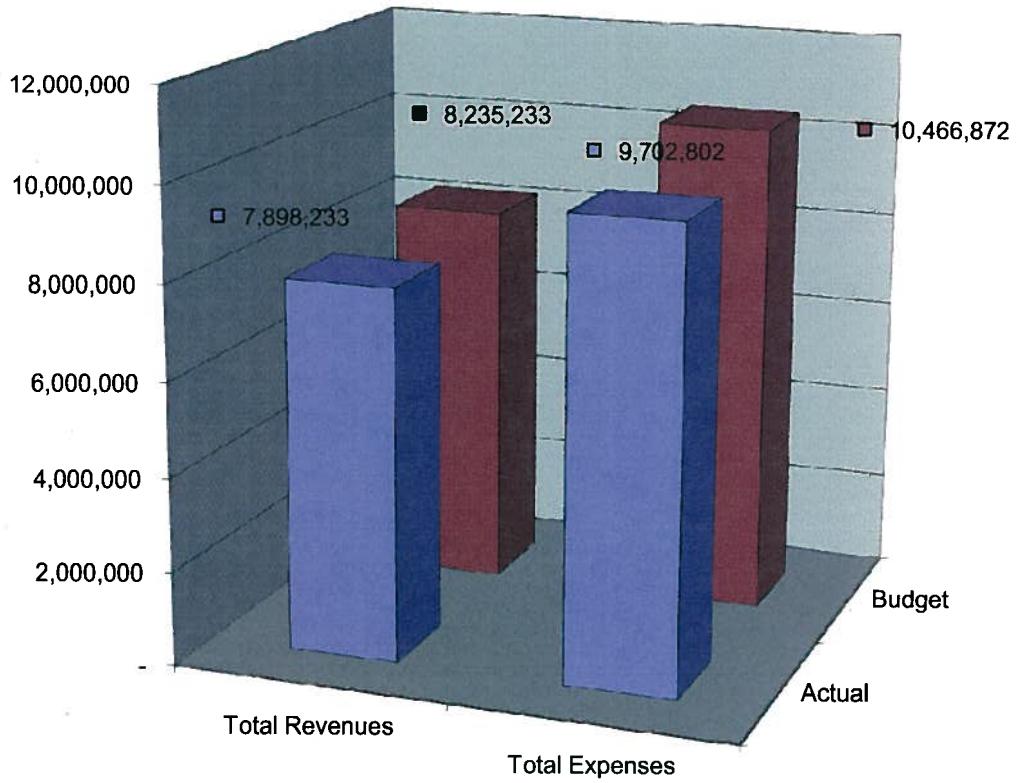
Bad Debt Expense:

Management decided to writeoff bad debts as of year-end June 30, 2013 versus Fiscal 2014.

OVERVIEW – Current Fiscal Year:

As the Fiscal Year 2013 - 2014 progresses HPHA will begin to recognize CIP Administrative and Associated Expense reimbursements which should add approximately $4.0 Million in revenues plus an additional expected $3.0 million in Capital Fund Program Funds should result in HPHA reflecting net cash flow of $1.5 to $2.0 million.

HPHA JULY 31, 2013 Actual VS Budget



	Total Revenues	Total Expenses
Actual	7,898,233	9,702,802
Budget	8,235,233	10,466,872

HAWAII PUBLIC HOUSING AUTHORITY
AGENCY TOTAL
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
1,359,440	1,384,258	(24,818)	-2%	Dwelling Rental Income	1,359,440	1,384,258	(24,818)	-2%	1,475,098	(115,658)	-8%
5,641,774	5,749,665	(107,891)	-2%	HUD Operating Subsidies	5,641,774	5,749,665	(107,891)	-2%	6,006,129	(364,355)	-6%
-	-	-	100%	CFP Grant Income	-	-	-	100%	-	-	0%
393,545	572,403	(178,858)	-31%	COCC Fee Income	393,545	572,403	(178,858)	-31%	355,411	38,134	11%
446,457	428,534	17,923	4%	Grant Income	446,457	428,534	17,923	4%	-	446,457	0%
57,018	100,373	(43,355)	-43%	Other Income	57,018	100,373	(43,355)	-43%	220,165	(163,148)	-74%
7,898,233	**8,235,233**	**(337,000)**	**-4%**	**Total Revenues**	**7,898,233**	**8,235,233**	**(337,000)**	**-4%**	**8,056,803**	**(158,570)**	**-2%**
				EXPENSES							
1,022,528	1,420,995	398,467	28%	Administrative	1,022,528	1,420,995	398,467	28%	858,600	(163,928)	-19%
29,477	29,447	(30)	0%	Asset Management Fees	29,477	29,447	(30)	0%	-	(29,477)	0%
415,257	412,250	(3,007)	-1%	Management Fees	415,257	412,250	(3,007)	-1%	376,176	(39,081)	-10%
56,506	56,483	(23)	0%	Bookkeeping Fees	56,506	56,483	(23)	0%	52,096	(4,410)	-8%
3,990,047	3,935,758	(54,289)	-1%	Housing Assistance Payments	3,990,047	3,935,758	(54,289)	-1%	4,018,156	28,109	1%
41,984	45,087	3,103	7%	Tenant Services	41,984	45,087	3,103	7%	78,149	36,165	46%
1,145,427	1,174,752	29,325	2%	Utilities	1,145,427	1,174,752	29,325	2%	1,071,546	(73,881)	-7%
1,464,147	1,803,918	339,771	19%	Maintenance	1,464,147	1,803,918	339,771	19%	1,197,799	(266,348)	-22%
166,842	175,976	9,134	5%	Protective Services	166,842	175,976	9,134	5%	109,826	(57,016)	-52%
83,475	83,956	481	1%	Insurance	83,475	83,956	481	1%	68,121	(15,354)	-23%
1,287,112	1,328,250	41,138	3%	General Expenses	1,287,112	1,328,250	41,138	3%	1,233,211	(53,900)	-4%
9,702,802	**10,466,872**	**764,070**	**7%**	**Total Expenses**	**9,702,802**	**10,466,872**	**764,070**	**7%**	**9,063,680**	**(639,122)**	**-7%**
$ (1,804,569)	**$ (2,231,639)**	**$ 427,070**	**19%**	**Net Income(Loss)**	**$ (1,804,569)**	**$ (2,231,639)**	**$ 427,070**	**19%**	**$ (1,006,877)**	**$ (797,692)**	**-79%**
				CASH BASIS:							
$ (1,804,569)	**$ (2,231,639)**	**$ 427,070**	**19%**	Net Income(loss) per Above	**$ (1,804,569)**	**$ (2,231,639)**	**$ 427,070**	**19%**	**$ (1,006,877)**	**$ (797,692)**	**-79%**
				Add back non cash items:							
1,212,769	1,240,506	(27,737)	-2%	Depreciation Expense	1,212,769	1,240,506	(27,737)	-2%	1,044,505	168,264	16%
(1,960)	57,924	(59,884)	-103%	Bad Debt Expense	(1,960)	57,924	(59,884)	-103%	48,601	(50,561)	-104%
$ (593,760)	**$ (933,209)**	**$ 339,449**	**36%**	**TOTAL CASH BASIS**	**$ (593,760)**	**$ (933,209)**	**$ 339,449**	**36%**	**$ 86,229**	**$ (679,989)**	**-789%**

CONSOLIDATED BALANCE SHEET
HAWAII PUBLIC HOUSING AUTHORITY
FUND FROM 130 TO 150, 007, 020, 024, 181, 265, 318, 337, 400
FOR PERIOD ENDING JULY 31, 2013 and JUNE 30, 2013
AGENCY TOTAL

		JULY	JUNE	Increase (Decrease)
ASSETS:				
Cash		57,738,264	62,223,449	(4,485,185)
Receivables:				
Accrued Interest	5,896,155			
Tenant Receivables	1,252,397			
Other	4,838,779			
Less Allowance for Doubtful Accounts	(3,501,879)	8,485,452	3,343,181	5,142,271
Total receivables				
Prepaid Expenses		45,911	1,952,173	(1,906,262)
Inventories		3,668	931,346	(927,678)
Interprogram Due From		20,156,692	15,182,488	4,974,204
Interprogram Due To		-	(400)	400
Total Current Assets		**86,429,987**	**83,632,237**	**2,797,750**
Property, Plant & Equipment:				
Land	21,451,327			
Buildings	535,067,343			
Furniture & Equipment	5,751,599			
Motor Vehicles	1,355,056			
Construction in Progress	15,741,310			
Less: Accumulated Depreciation	(315,381,438)	263,985,197	265,452,487	(1,467,290)
Notes, Loans & Mortgage Receivable-Non Current		46,928,157	46,928,157	-
		-	-	-
Total Assets		**397,343,341**	**396,012,881**	**1,330,460**

CONSOLIDATED BALANCE SHEET
HAWAII PUBLIC HOUSING AUTHORITY
FUND FROM 130 TO 150, 007, 020, 024, 181, 265, 318, 337, 400
FOR PERIOD ENDING JULY 31, 2013 and JUNE 30, 2013
AGENCY TOTAL

		JULY	JUNE	Increase (Decrease)
LIABILITIES AND EQUITY:				
Accounts Payable		1,410,630	1,647,210	(236,580)
Accrued Expenses		231,976	391,324	(159,348)
Accrued Salaries & Wages		1,125,748	880,238	245,510
Accrued Vacation		669,776	1,252,748	(582,972)
Tenant Security Deposits		846,388	801,313	45,075
Other Liabilities & Deferred Income		45,542,122	46,389,369	(847,247)
Interprogram Due To		10,054,453	8,407,191	1,647,262
Total Current Liabilities		**59,881,093**	**59,769,393**	**111,700**
Accrued Pension and OPEB Liability		9,289,299	10,592,808	(1,303,509)
Accrued Compensated Absences - Non Current		1,349,794	2,995,543	(1,645,749)
Accrued Expenses		121,061	128,149	(7,088)
Net Assets:				
Restricted Net Assets	2,844,517		2,844,517	-
Unrestricted Net Assets	325,662,146		320,952,930	4,709,216
Net Income Year to Date	(1,804,569)		(1,270,459)	(534,110)
Total Equity		**326,702,094**	**322,526,988**	**4,175,106**
Total Liabilities & Equity		**397,343,341**	**396,012,881**	**1,330,460**

HAWAII PUBLIC HOUSING AUTHORITY
HOUSING CHOICE VOUCHER PROGRAM
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
1,962,340	2,068,588	(106,248)	-5%	HUD Operating Subsidies	1,962,340	2,068,588	(106,248)	-5%	1,901,346	60,994	3%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
33,876	858	33,018	3848%	Other Income	33,876	858	33,018	3848%	152,114	(118,238)	-78%
1,996,216	**2,069,446**	**(73,230)**	**-4%**	**Total Revenues**	**1,996,216**	**2,069,446**	**(73,230)**	**-4%**	**2,053,460**	**(57,244)**	**-3%**
				EXPENSES							
82,383	113,075	30,692	27%	Administrative	82,383	113,075	30,692	27%	111,496	29,113	26%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
23,196	23,244	48	0%	Management Fees	23,196	23,244	48	0%	22,488	(708)	-3%
14,498	15,000	503	3%	Bookkeeping Fees	14,498	15,000	503	3%	14,055	(443)	-3%
1,946,902	1,926,022	(20,880)	-1%	Housing Assistance Payments	1,946,902	1,926,022	(20,880)	-1%	1,806,896	(140,006)	-8%
22,000	22,869	869	4%	Tenant Services	22,000	22,869	869	4%	-	(22,000)	0%
4,000	4,125	125	3%	Utilities	4,000	4,125	125	3%	-	(4,000)	0%
-	100	100	100%	Maintenance	-	100	100	100%	18,793	18,793	100%
67	95	28	29%	Protective Services	67	95	28	29%	-	(67)	0%
316	689	373	54%	Insurance	316	689	373	54%	321	4	1%
29,702	7,326	(22,376)	-305%	General Expenses	29,702	7,326	(22,376)	-305%	938	(28,764)	-3068%
2,123,064	**2,112,545**	**(10,519)**	**0%**	**Total Expenses**	**2,123,064**	**2,112,545**	**(10,519)**	**0%**	**1,974,987**	**(148,077)**	**-7%**
$ (126,848)	**$ (43,099)**	**$ (83,749)**	**-194%**	**Net Income(Loss)**	**$ (126,848)**	**$ (43,099)**	**$ (83,749)**	**-194%**	**$ 78,474**	**$ (205,321)**	**-262%**
				CASH BASIS:							
$ (126,848)	**$ (43,099)**	**$ (83,749)**	**-194%**	Net Income(loss) per Above	**$ (126,848)**	**$ (43,099)**	**$ (83,749)**	**-194%**	**$ 78,474**	**$ (205,321)**	**-262%**
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	-	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	-	-	-	0%
$ (126,848)	**$ (43,099)**	**$ (83,749)**	**-194%**	**TOTAL CASH BASIS**	**$ (126,848)**	**$ (43,099)**	**$ (83,749)**	**-194%**	**$ 78,474**	**$ (205,321)**	**-262%**

HAWAII PUBLIC HOUSING AUTHORITY
REPAIRS & MAINTENANCE GENERAL FUND
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
358,463	340,540	17,923	5%	Grant Income	358,463	340,540	17,923	5%	(216,482)	574,945	266%
(132,490)	(340,540)	208,050	61%	Other Income	(132,490)	(340,540)	208,050	61%	-	(132,490)	0%
225,973	**-**	**225,973**	**0%**	**Total Revenues**	**225,973**	**-**	**225,973**	**0%**	**(216,482)**	**442,455**	**204%**
				EXPENSES							
-	1,570	1,570	100%	Administrative	-	1,570	1,570	100%	1,570	1,570	100%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Bookkeeping Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%
-	-	-	0%	Tenant Services	-	-	-	0%	-	-	0%
-	-	-	0%	Utilities	-	-	-	0%	-	-	0%
-	-	-	0%	Maintenance	-	-	-	0%	-	-	0%
-	-	-	0%	Protective Services	-	-	-	0%	-	-	0%
-	-	-	0%	Insurance	-	-	-	0%	2,892	2,892	100%
-	-	-	0%	General Expenses	-	-	-	0%	-	-	0%
-	**1,570**	**1,570**	**100%**	**Total Expenses**	**-**	**1,570**	**1,570**	**100%**	**4,462**	**4,462**	**100%**
$ 225,973	**$ (1,570)**	**$ 227,543**	**14493%**	**Net Income(Loss)**	**$ 225,973**	**$ (1,570)**	**$ 227,543**	**14493%**	**$ (220,944)**	**$ 446,917**	**0%**
				CASH BASIS:							
$ 225,973	**$ (1,570)**	**$ 227,543**	**14493%**	Net Income(loss) per Above	**$ 225,973**	**$ (1,570)**	**$ 227,543**	**14493%**	**$ (220,944)**	**$ 446,917**	**0%**
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	-	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	-	-	-	0%
$ 225,973	**$ (1,570)**	**$ 227,543**	**14493%**	**TOTAL CASH BASIS**	**$ 225,973**	**$ (1,570)**	**$ 227,543**	**14493%**	**$ (220,944)**	**$ 446,917**	**0%**

STATE RENT SUPPLEMENT PROGRAM
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
87,994	87,994	-	0%	Grant Income	87,994	87,994	-	0%	-	87,994	0%
9,139	-	9,139	0%	Other Income	9,139	-	9,139	0%	-	9,139	0%
97,133	**87,994**	**9,139**	**10%**	**Total Revenues**	**97,133**	**87,994**	**9,139**	**10%**	**-**	**97,133**	**0%**
				EXPENSES							
13,007	11,981	(1,026)	-9%	Administrative	12,991	11,981	(1,010)	-8%	6,709	(6,282)	-94%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
624	650	26	4%	Management Fees	624	650	26	4%	708	84	12%
391	450	59	13%	Bookkeeping Fees	391	450	59	13%	444	53	12%
41,126	50,824	9,698	19%	Housing Assistance Payments	41,126	50,824	9,698	19%	-	(41,126)	0%
-	-	-	0%	Tenant Services	-	-	-	0%	-	-	0%
660	660	-	0%	Utilities	660	660	-	0%	-	(660)	0%
-	-	-	0%	Maintenance	-	-	-	0%	-	-	0%
-	-	-	0%	Protective Services	-	-	-	0%	-	-	0%
22	30	8	26%	Insurance	22	30	8	26%	22	-	0%
-	-	-	0%	General Expenses	-	-	-	0%	-	-	0%
55,830	**64,595**	**8,765**	**14%**	**Total Expenses**	**55,815**	**64,595**	**8,780**	**14%**	**7,883**	**(47,932)**	**-608%**
$ 41,303	**$ 23,399**	**$ 17,904**	**77%**	**Net Income(Loss)**	**$ 41,319**	**$ 23,399**	**$ 17,920**	**77%**	**$ (7,883)**	**$ 49,202**	**624%**
				CASH BASIS:							
$ 41,303	**$ 23,399**	**$ 17,904**	**77%**	Net Income(loss) per Above	**$ 41,319**	**$ 23,399**	**$ 17,920**	**77%**	**$ (7,883)**	**$ 49,202**	**624%**
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	-	-	-	0%
-	-	-			-	-	-	-		-	
$ 41,303	**$ 23,399**	**$ 17,904**	**77%**	**TOTAL CASH BASIS**	**$ 41,319**	**$ 23,399**	**$ 17,920**	**77%**	**$ (7,883)**	**$ 49,202**	**624%**

State Rent Operating Subsidies is funded on a Quarterly Basis.

PROJECT BASED CONTRACT ADMINISTRATION
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
2,097,988	2,056,685	41,303	2%	HUD Operating Subsidies	2,097,988	2,056,685	41,303	2%	2,166,574	(68,586)	-3%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
15	15	-	0%	Other Income	15	15	-	0%	97,662	(97,647)	-100%
							-				
2,098,003	**2,056,700**	**41,303**	**2%**	**Total Revenues**	**2,098,003**	**2,056,700**	41,303	**2%**	**2,264,236**	**(166,233)**	**-7%**
							-			-	
				EXPENSES						-	
-	8,184	8,184	100%	Administrative	-	8,184	8,184	100%	3,553	(3,553)	-100%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
-	77,808	77,808	100%	Management Fees	-	77,808	77,808	100%	-	-	0%
-	420	420	100%	Bookkeeping Fees	-	420	420	100%	-	-	0%
2,000,215	1,958,912	(41,303)	-2%	Housing Assistance Payments	2,000,215	1,958,912	(41,303)	-2%	2,166,574	(166,359)	-8%
78,218	-	(78,218)	0%	Tenant Services	78,218	-	(78,218)	0%	78,117	101	0%
-	-	-	0%	Utilities	-	-	-	0%	-	-	0%
-	-	-	0%	Maintenance	-	-	-	0%	-	-	0%
-	-	-	0%	Protective Services	-	-	-	0%	-	-	0%
-	-	-	0%	Insurance	-	-	-	0%	-	-	0%
714	-	(714)	0%	General Expenses	714	-	(714)	0%	1,106	392	35%
2,079,147	**2,045,324**	**(33,822)**	**-2%**	**Total Expenses**	**2,079,147**	**2,045,324**	**(33,822)**	**-2%**	**2,249,350**	**(169,420)**	**-8%**
$ 18,856	**$ 11,376**	**$ 7,480**	**66%**	**Net Income(Loss)**	**$ 18,856**	**$ 11,376**	**$ 7,480**	**66%**	**$ 14,886**	**$ (335,653)**	**0%**
				CASH BASIS:							
$ 18,856	**$ 11,376**	**$ 7,480**	**66%**	Net Income(loss) per Above	**$ 18,856**	**$ 11,376**	**$ 7,480**	**66%**	**$ 14,886**	**$ (335,653)**	**0%**
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ 18,856	**$ 11,376**	**$ 7,480**	**66%**	**TOTAL CASH BASIS**	**$ 18,856**	**$ 11,376**	**$ 7,480**	**66%**	**$ 14,886**	**$ (335,653)**	**0%**

CENTRAL OFFICE COST CENTER
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
$ -	$ -	$ -	0%	Dwelling Rental Income	$ -	$ -	$ -	0%	$ -	$ -	0%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
393,545	572,403	(178,858)	-31%	COCC Fee Income	393,545	572,403	(178,858)	-31%	350,155	43,390	12%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
(29,631)	-	(29,631)	0%	Other Income	(29,631)	-	(29,631)	0%	6,306	(35,937)	-570%
							-			-	
363,914	**572,403**	**(208,489)**	**-36%**	**Total Revenues**	**363,914**	**572,403**	(208,489)	**-36%**	**356,461**	7,453	**2%**
				EXPENSES							
510,447	772,879	262,432	34%	Administrative	510,447	772,879	262,432	34%	434,274	76,173	18%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Bookkeeping Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%
-	1,830	1,830	100%	Tenant Services	-	1,830	1,830	100%	-	-	0%
14,858	14,864	6	0%	Utilities	14,858	14,864	6	0%	7,001	(7,857)	-112%
370,517	478,291	107,774	23%	Maintenance	370,517	478,291	107,774	23%	98,493	(272,024)	-276%
1,112	936	(176)	-19%	Protective Services	1,112	936	(176)	-19%	-	(1,112)	0%
1,730	4,520	2,790	62%	Insurance	1,730	4,520	2,790	62%	1,730	-	0%
5,287	12,511	7,224	58%	General Expenses	5,287	12,511	7,224	58%	40,181	34,894	87%
903,951	**1,285,831**	**381,880**	**30%**	**Total Expenses**	**903,951**	**1,285,831**	**381,880**	**30%**	**581,678**	**(169,926)**	**-29%**
$ (540,036)	**$ (713,428)**	**$ 173,392**	**24%**	**Net Income(Loss)**	**$ (540,036)**	**$ (713,428)**	**$ 173,392**	**24%**	**$ (225,217)**	**$ (162,473)**	**-72%**
$ (540,036)	**$ (713,428)**	**$ 173,392**	**24%**	Net Income(loss) per Above	**$ (540,036)**	**$ (713,428)**	**$ 173,392**	**24%**	**$ (225,217)**	**$ (162,473)**	**-72%**
				Add back non cash items:							
832	1,772	(940)	-53%	Depreciation Expense	832	1,772	(940)	-53%	832	0	0%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ (539,204)	**$ (711,656)**	**$ 172,452**	**24%**	**TOTAL CASH BASIS**	**$ (539,204)**	**$ (711,656)**	**$ 172,452**	**24%**	**$ (224,385)**	**$ (162,473)**	**-72%**

STATE LOW RENT
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
75,730	87,210	(11,480)	-13%	Dwelling Rental Income	75,730	87,210	(11,480)	-13%	85,907	(10,177)	-12%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
18,948	115,844	(96,896)	-84%	Other Income	18,948	115,844	(96,896)	-84%	14,535	4,413	30%
							-			-	
94,678	**203,054**	**(108,376)**	**-53%**	**Total Revenues**	**94,678**	**203,054**	**(108,376)**	**-53%**	**100,442**	**(5,764)**	**-6%**
				EXPENSES							
32,973	32,633	(340)	-1%	Administrative	32,973	32,633	(340)	-1%	19,928	13,045	65%
248	248	-	0%	Asset Management Fees	248	248	-	0%	-	248	0%
16,378	17,276	898	5%	Management Fees	16,378	17,276	898	5%	14,967	1,411	9%
1,965	2,091	126	6%	Bookkeeping Fees	1,965	2,091	126	6%	1,935	30	2%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%
916	916	-	0%	Tenant Services	916	916	-	0%	-	916	0%
76,048	75,900	(148)	0%	Utilities	76,048	75,900	(148)	0%	58,945	(17,103)	-29%
69,464	69,226	(238)	0%	Maintenance	69,464	69,226	(238)	0%	44,835	(24,629)	-55%
-	-	-	0%	Protective Services	-	-	-	0%	-	-	0%
2,610	3,171	561	18%	Insurance	2,610	3,171	561	18%	2,529	(81)	-3%
67,754	72,781	5,027	7%	General Expenses	67,754	72,781	5,027	7%	56,400	(11,354)	-20%
268,357	**274,242**	**5,885**	**2%**	**Total Expenses**	**268,357**	**274,242**	**5,885**	**2%**	**199,539**	**(37,518)**	**-19%**
$ (173,679)	**$ (71,188)**	**$ (114,260)**	**-161%**	**Net Income(Loss)**	**$ (173,679)**	**$ (71,188)**	**$ (114,260)**	**-161%**	**$ (99,097)**	**$ (43,281)**	**-44%**
				CASH BASIS:							
$ (173,679)	**$ (71,188)**	**$ (114,260)**	**-161%**	Net Income(loss) per Above	**$ (173,679)**	**$ (71,188)**	**$ (114,260)**	**-161%**	**$ (99,097)**	**$ (43,281)**	**-44%**
				Add back non cash items:							
67,754	70,833	3,079	4%	Depreciation Expense	67,754	70,833	3,079	4%	48,829	18,926	39%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	7,571	(7,571)	-100%
$ (105,924)	**$ (355)**	**$ (111,182)**	**-31354%**	**TOTAL CASH BASIS**	**$ (105,924)**	**$ (355)**	**$ (111,182)**	**-31354%**	**$ (42,697)**	**$ (31,927)**	**-75%**

STATE ELDERLY PROGRAM
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
168,503	163,542	4,961	3%	Dwelling Rental Income	168,503	163,542	4,961	3%	166,050	2,453	1%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
110,411	4,650	105,761	2274%	Other Income	110,411	4,650	105,761	2274%	116,004	(5,593)	-5%
							-			-	
278,914	**168,192**	**110,722**	**66%**	**Total Revenues**	**278,914**	**168,192**	110,722	**66%**	**282,054**	(3,140)	**-1%**
				EXPENSES							
37,304	26,958	(10,346)	-38%	Administrative	37,304	26,958	(10,346)	-38%	3,470	33,834	975%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
35,568	35,881	313	1%	Management Fees	35,568	35,881	313	1%	33,066	2,502	8%
4,268	4,306	39	1%	Bookkeeping Fees	4,268	4,306	39	1%	4,275	(8)	0%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%
385	385	-	0%	Tenant Services	385	385	-	0%	-	385	0%
111,728	112,562	834	1%	Utilities	111,728	112,562	834	1%	22,504	(89,224)	-396%
145,714	140,109	(5,605)	-4%	Maintenance	145,714	140,109	(5,605)	-4%	8,462	(137,252)	-1622%
516	-	(516)	0%	Protective Services	516	-	(516)	0%	43	(473)	-1100%
7,097	10,765	3,668	34%	Insurance	7,097	10,765	3,668	34%	7,097	-	0%
116,602	117,021	419	0%	General Expenses	116,602	117,021	419	0%	116,702	100	0%
459,182	**447,987**	**(11,195)**	**-2%**	**Total Expenses**	**459,182**	**447,987**	**(11,195)**	**-2%**	**195,619**	**(190,134)**	**-97%**
$ (180,268)	**$ (279,795)**	**$ 99,527**	**36%**	**Net Income(Loss)**	**$ (180,268)**	**$ (279,795)**	**$ 99,527**	**36%**	**$ 86,435**	**$ (193,275)**	**-224%**
										-	
										-	
				CASH BASIS:							
$ (180,268)	**$ (279,795)**	**$ 99,527**	**36%**	Net Income(loss) per Above	**$ (180,268)**	**$ (279,795)**	**$ 99,527**	**36%**	**$ 86,435**	**$ (193,275)**	**-224%**
				Add back non cash items:							
116,602	116,604	2	0%	Depreciation Expense	116,602	116,604	2	0%	115,172	1,430	1%
-	417	(417)	-100%	Bad Debt Expense	-	417	(417)	-100%	-	-	0%
$ (63,666)	**$ (162,774)**	**$ 99,112**	**61%**	**TOTAL CASH BASIS**	**$ (63,666)**	**$ (162,774)**	**$ 99,112**	**61%**	**$ 201,606**	**$ (191,844)**	**-95%**

HAWAII PUBLIC HOUSING AUTHORITY
VETERANS AFFAIRS SUPPORTIVE HOUSING
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
-	-	-	0%	HUD Operating Subsidies	-	-	0	0%	91,117	(91,117)	-100%
				CFP Grant Income							
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	Other Income	-	-	-	0%	-	-	0%
-	-	-	0%	**Total Revenues**	-	-	-	0%	91,117	(91,117)	-100%
				EXPENSES							
-	-	-	0%	Administrative	-	-	-	0%	-	-	0%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Bookkeeping Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	122,803	122,803	100%
-	-	-	0%	Tenant Services	-	-	-	0%	-	-	0%
-	-	-	0%	Utilities	-	-	-	0%	-	-	0%
-	-	-	0%	Maintenance	-	-	-	0%	-	-	0%
-	-	-	0%	Protective Services	-	-	-	0%	-	-	0%
-	-	-	0%	Insurance	-	-	-	0%	-	-	0%
-	-	-	0%	General Expenses	-	-	-	0%	-	-	0%
-	-	-	0%	**Total Expenses**	-	-	-	0%	122,803	122,803	100%
$ -	$ -	$ -	0%	**Net Income(Loss)**	$ -	$ -	$ -	0%	$ (31,686)	$ 31,686	100%
				CASH BASIS:							
$ -	$ -	$ -	0%	Net Income(loss) per Above	$ -	$ -	$ -	0%	$ (31,686)	$ 31,686	100%
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ -	$ -	$ -	0%	**TOTAL CASH BASIS**	$ -	$ -	$ -	0%	$ (31,686)	$ 31,686	100%

FEDERAL LOW RENT PROGRAM
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
Actual	Budget	Variance Amount	%		Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
1,115,207	1,133,506	$ (18,299)	-2%	Dwelling Rental Income	1,115,207	1,133,506	$ (18,299)	-2%	1,221,902	$ (106,695)	-9%
1,581,446	1,624,392	(42,946)	-3%	HUD Operating Subsidies	1,581,446	1,624,392	(42,946)	-3%	1,847,092	(265,646)	-14%
				CFP Grant Income							
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
46,749	319,546	(272,798)	-85%	Other Income	46,749	319,546	(272,798)	-85%	154,165	(107,417)	-70%
2,743,402	**3,077,444**	**(334,042)**	**-11%**	**Total Revenues**	**2,743,402**	**3,077,444**	**(334,042)**	**-11%**	**3,223,160**	**(479,758)**	**-15%**
				EXPENSES							
346,226	453,715	107,489	24%	Administrative	346,226	453,715	107,489	24%	277,600	(68,626)	-25%
29,229	29,229	-	0%	Asset Management Fees	29,229	29,229	-	0%	-	(29,229)	0%
261,273	257,391	(3,882)	-2%	Management Fees	261,273	257,391	(3,882)	-2%	226,830	(34,443)	-15%
35,385	34,216	(1,169)	-3%	Bookkeeping Fees	35,385	34,216	(1,169)	-3%	31,388	(3,998)	-13%
1,804	-	(1,804)	0%	Housing Assistance Payments	1,804	-	(1,804)	0%	-	(1,804)	0%
18,683	19,087	404	2%	Tenant Services	18,683	19,087	404	2%	32	(18,651)	-58286%
938,133	966,641	28,508	3%	Utilities	938,133	966,641	28,508	3%	872,405	(65,728)	-8%
945,064	1,116,192	171,128	15%	Maintenance	945,064	1,116,192	171,128	15%	790,190	(154,874)	-20%
15,951	174,945	158,994	91%	Protective Services	15,951	174,945	158,994	91%	109,783	93,832	85%
60,699	64,781	4,082	6%	Insurance	60,699	64,781	4,082	6%	56,444	(4,255)	-8%
1,067,052	1,118,611	51,559	5%	General Expenses	1,067,052	1,118,611	51,559	5%	1,014,992	(52,060)	-5%
3,719,501	**4,234,808**	**515,307**	**12%**	**Total Expenses**	**3,719,501**	**4,234,808**	**515,307**	**12%**	**3,379,664**	**(339,837)**	**-10%**
$ (976,099)	**$ (1,157,364)**	**$ 181,265**	**16%**	**Net Income(Loss)**	**$ (976,099)**	**$ (1,157,364)**	**$ 181,265**	**16%**	**$ (156,504)**	**$ (819,595)**	**-524%**
				CASH BASIS:							
$ (976,099)	**$ (1,157,364)**	**$ 181,265**	**16%**	Net Income(loss) per Above	**$ (976,099)**	**$ (1,157,364)**	**$ 181,265**	**16%**	**$ (156,504)**	**$ (819,595)**	**-524%**
				Add back non cash items:							
1,027,581	1,051,297	23,716	2%	Depreciation Expense	1,027,581	1,051,297	23,716	2%	878,142	149,438	17%
(1,960)	57,507	59,467	103%	Bad Debt Expense	(1,960)	57,507	59,467	1,960	41,030	42,989	105%
-	-	-			-	-	-	-		-	
$ 49,522	**$ (48,560)**	**$ 98,082**	**202%**	**TOTAL CASH BASIS**	**$ 49,522**	**$ (48,560)**	**$ 98,082**	**202%**	**$ 762,668**	**$ (627,167)**	**-82%**

HAWAII PUBLIC HOUSING AUTHORITY
FEDERAL LOW RENT PROGRAM BY AMPS
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)

MONTH OF JULY, 2013				ACCRUAL BASIS	YEAR TO DATE ENDING JULY 31, 2013						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
252,446	332,153	(79,707)	-24%	Asset Management Project - 30	252,446	332,153	(79,707)	-24%	272,291	(19,845)	-7%
241,014	232,180	8,834	4%	Asset Management Project - 31	241,014	232,180	8,834	4%	276,881	(35,866)	-13%
249,566	284,201	(34,635)	-12%	Asset Management Project - 32	249,566	284,201	(34,635)	-12%	331,040	(81,474)	-25%
193,467	217,870	(24,403)	-11%	Asset Management Project - 33	193,467	217,870	(24,403)	-11%	251,679	(58,212)	-23%
321,241	335,456	(14,215)	-4%	Asset Management Project - 34	321,241	335,456	(14,215)	-4%	376,642	(55,401)	-15%
333,595	348,497	(14,902)	-4%	Asset Management Project - 35	333,595	348,497	(14,902)	-4%	399,225	(65,631)	-16%
138,078	158,578	(20,500)	-13%	Asset Management Project - 37	138,078	158,578	(20,500)	-13%	165,471	(27,394)	-17%
178,584	204,171	(25,587)	-13%	Asset Management Project - 38	178,584	204,171	(25,587)	-13%	175,051	3,533	2%
111,409	155,233	(43,824)	-28%	Asset Management Project - 39	111,409	155,233	(43,824)	-28%	121,831	(10,422)	-9%
138,703	156,305	(17,602)	-11%	Asset Management Project - 40	138,703	156,305	(17,602)	-11%	191,973	(53,270)	-28%
105,471	138,001	(32,530)	-24%	Asset Management Project - 43	105,471	138,001	(32,530)	-24%	116,268	(10,797)	-9%
146,720	165,017	(18,297)	-11%	Asset Management Project - 44	146,720	165,017	(18,297)	-11%	171,281	(24,561)	-14%
122,606	125,978	(3,372)	-3%	Asset Management Project - 45	122,606	125,978	(3,372)	-3%	157,939	(35,333)	-22%
54,688	57,192	(2,504)	-4%	Asset Management Project - 46	54,688	57,192	(2,504)	-4%	51,751	2,936	6%
81,946	91,358	(9,412)	-10%	Asset Management Project - 49	81,946	91,358	(9,412)	-10%	82,458	(512)	-1%
73,869	75,254	(1,385)	-2%	Asset Management Project - 50	73,869	75,254	(1,385)	-2%	81,378	(7,509)	-9%
$ 2,743,402	$ 3,077,444	$ (334,042)	-11%	Total Revenues	$ 2,743,402	$ 3,077,444	(334,042)	-11%	$ 3,223,160	(479,758)	-15%
				NET INCOME(LOSS)							
(123,514)	(157,716)	34,202	22%	Asset Management Project - 30	(123,514)	(157,716)	34,202	22%	(133,344)	9,830	7%
(124,154)	(161,492)	37,338	23%	Asset Management Project - 31	(124,154)	(161,492)	37,338	23%	(71,895)	(52,259)	-73%
(1,939)	(13,669)	11,730	86%	Asset Management Project - 32	(1,939)	(13,669)	11,730	86%	84,262	(86,201)	-102%
(48,108)	(73,066)	24,958	34%	Asset Management Project - 33	(48,108)	(73,066)	24,958	34%	6,141	(54,249)	-883%
(9,072)	(47,824)	38,752	81%	Asset Management Project - 34	(9,072)	(47,824)	38,752	81%	29,261	(38,333)	-131%
(40,200)	(70,427)	30,227	43%	Asset Management Project - 35	(40,200)	(70,427)	30,227	43%	39,178	(79,378)	-203%
(175,617)	(187,412)	11,795	6%	Asset Management Project - 37	(175,617)	(187,412)	11,795	6%	(112,202)	(63,415)	-57%
(73,031)	(43,531)	(29,500)	-68%	Asset Management Project - 38	(73,031)	(43,531)	(29,500)	-68%	52,555	(125,586)	-239%
(82,219)	(67,065)	(15,154)	-23%	Asset Management Project - 39	(82,219)	(67,065)	(15,154)	-23%	(46,979)	(35,240)	-75%
4,720	(1,595)	6,315	396%	Asset Management Project - 40	4,720	(1,595)	6,315	396%	67,646	(62,926)	-93%
(75,551)	(72,578)	(2,973)	-4%	Asset Management Project - 43	(75,551)	(72,578)	(2,973)	-4%	(29,521)	(46,030)	-156%
(75,715)	(91,516)	15,801	17%	Asset Management Project - 44	(75,715)	(91,516)	15,801	17%	(28,773)	(46,942)	-163%
(87,042)	(90,126)	3,084	3%	Asset Management Project - 45	(87,042)	(90,126)	3,084	3%	(15,378)	(71,664)	-466%
(32,248)	(39,238)	6,990	18%	Asset Management Project - 46	(32,248)	(39,238)	6,990	18%	1,590	(33,838)	-2128%
(38,981)	(40,308)	1,327	3%	Asset Management Project - 49	(38,981)	(40,308)	1,327	3%	(21,817)	(17,164)	-79%
6,571	199	6,372	3202%	Asset Management Project - 50	6,571	199	6,372	3202%	22,772	(16,201)	-71%
$ (976,099)	$ (1,157,364)	$ 181,265	16%	Total Net Income(Loss)	$ (976,099)	$ (1,157,364)	$ 181,265	16%	$ (156,504)	$ (819,595)	-524%

HAWAII PUBLIC HOUSING AUTHORITY
FEDERAL LOW RENT PROGRAM BY AMPS
ACTUAL VS BUDGET COMPARISON
FOR THE ONE MONTH ENDING JULY 31, 2013
(Amounts in Full Dollars)
CASH BASIS

MONTH OF JULY, 2013					YEAR TO DATE ENDING JULY 31, 2013						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
252,446	332,153	(79,707)	-24%	Asset Management Project - 30	252,446	332,153	(79,707)	-24%	272,291	(19,845)	-7%
241,014	232,180	8,834	4%	Asset Management Project - 31	241,014	232,180	8,834	4%	276,881	(35,866)	-13%
249,566	284,201	(34,635)	-12%	Asset Management Project - 32	249,566	284,201	(34,635)	-12%	331,040	(81,474)	-25%
193,467	217,870	(24,403)	-11%	Asset Management Project - 33	193,467	217,870	(24,403)	-11%	251,679	(58,212)	-23%
321,241	335,456	(14,215)	-4%	Asset Management Project - 34	321,241	335,456	(14,215)	-4%	376,642	(55,401)	-15%
333,595	348,497	(14,902)	-4%	Asset Management Project - 35	333,595	348,497	(14,902)	-4%	399,225	(65,631)	-16%
138,078	158,578	(20,500)	-13%	Asset Management Project - 37	138,078	158,578	(20,500)	-13%	165,471	(27,394)	-17%
178,584	204,171	(25,587)	-13%	Asset Management Project - 38	178,584	204,171	(25,587)	-13%	175,051	3,533	2%
111,409	155,233	(43,824)	-28%	Asset Management Project - 39	111,409	155,233	(43,824)	-28%	121,831	(10,422)	-9%
138,703	156,305	(17,602)	-11%	Asset Management Project - 40	138,703	156,305	(17,602)	-11%	191,973	(53,270)	-28%
105,471	138,001	(32,530)	-24%	Asset Management Project - 43	105,471	138,001	(32,530)	-24%	116,268	(10,797)	-9%
146,720	165,017	(18,297)	-11%	Asset Management Project - 44	146,720	165,017	(18,297)	-11%	171,281	(24,561)	-14%
122,606	125,978	(3,372)	-3%	Asset Management Project - 45	122,606	125,978	(3,372)	-3%	157,939	(35,333)	-22%
54,688	57,192	(2,504)	-4%	Asset Management Project - 46	54,688	57,192	(2,504)	-4%	51,751	2,936	6%
81,946	91,358	(9,412)	-10%	Asset Management Project - 49	81,946	91,358	(9,412)	-10%	82,458	(512)	-1%
73,869	75,254	(1,385)	-2%	Asset Management Project - 50	73,869	75,254	(1,385)	-2%	81,378	(7,509)	-9%
$ 2,743,402	**$ 3,077,444**	**$ (334,042)**	**-11%**	**Total Revenues**	**$ 2,743,402**	**$ 3,077,444**	(334,042)	**-11%**	**$ 3,223,160**	**(479,758)**	**-15%**
				NET INCOME(LOSS)							
(22,991)	(9,893)	(13,098)	-132%	Asset Management Project - 30	(22,991)	(9,893)	(13,098)	-132%	(31,231)	8,240	26%
38,364	75	38,289	51052%	Asset Management Project - 31	38,364	75	38,289	51052%	91,450	(53,086)	-58%
21,892	14,455	7,437	51%	Asset Management Project - 32	21,892	14,455	7,437	51%	105,191	(83,299)	-79%
13,881	(9,788)	23,669	242%	Asset Management Project - 33	13,881	(9,788)	23,669	242%	66,307	(52,426)	-79%
30,523	(7,929)	38,452	485%	Asset Management Project - 34	30,523	(7,929)	38,452	485%	70,752	(40,229)	-57%
30,014	786	29,228	3719%	Asset Management Project - 35	30,014	786	29,228	3719%	80,226	(50,212)	-63%
(11,169)	(1,192)	(9,977)	-837%	Asset Management Project - 37	(11,169)	(1,192)	(9,977)	-837%	41,756	(52,925)	-127%
(28,543)	3,207	(31,750)	-990%	Asset Management Project - 38	(28,543)	3,207	(31,750)	-990%	80,572	(109,115)	-135%
(25,723)	(9,903)	(15,820)	-160%	Asset Management Project - 39	(25,723)	(9,903)	(15,820)	-160%	(23,893)	(1,830)	-8%
4,720	(1,095)	5,815	531%	Asset Management Project - 40	4,720	(1,095)	5,815	531%	67,097	(62,377)	-93%
(3,627)	(71)	(3,556)	-5009%	Asset Management Project - 43	(3,627)	(71)	(3,556)	-5009%	31,721	(35,348)	-111%
10,264	(3,990)	14,254	357%	Asset Management Project - 44	10,264	(3,990)	14,254	357%	61,125	(50,861)	-83%
(22,663)	(25,411)	2,748	11%	Asset Management Project - 45	(22,663)	(25,411)	2,748	11%	47,964	(70,627)	-147%
5,225	(48)	5,273	10986%	Asset Management Project - 46	5,225	(48)	5,273	10986%	29,586	(24,361)	-82%
1,625	631	994	158%	Asset Management Project - 49	1,625	631	994	158%	19,951	(18,326)	-92%
7,728	1,606	6,122	381%	Asset Management Project - 50	7,728	1,606	6,122	381%	24,094	(16,366)	-68%
$ 49,522	**$ (48,560)**	**$ 98,082**	**202%**	**Total Net Income(Loss)**	**$ 49,522**	**$ (48,560)**	**$ 98,082**	**202%**	**$ 762,668**	**$ (713,146)**	**-94%**

Contract & Procurement Office
Monthly Status Report for August 2013

Solicitation(s) Issued in August 2013:

Solicitation No.	Title	Due Date
IFB CMS-2013-12	Fire Damage Repair at Bldg. 3 at Kauiokalani, HA 1091 HPHA Job # 09-029-191-FRenovate 6 Vacant Units at Lanakila Homes (AMP 37) on the Island of Hawaii	September 20, 2013

Protest(s) Received in August 2013:

- None

Contract(s) Executed in August 2013:

Contract No.	Contractor & Description	Supp. Amount	Total Amount
CMS 13-21	**Artistic Builders Corporation** Provide Labor, Materials, and Equipment for Unit Modification at Kaimalino (AMP 43) on the Island of Hawaii Completion Date: November 23, 2013		$38,500.00
CMS 13-20	**M5 Architecture dba Media 5 Architecture** Provide Design and Consultant Services for Site and Building Improvements to Puahala Homes (AMP 31) on the Island of Oahu End Date: August 22, 2016		$273,003.12
CMS 13-19	**Pacific Blue Construction, LLC** Provide Labor, Materials, and Equipment for Site and Dwelling Improvements to Hale Hoolulu (AMP 38) on the Island of Kauai Completion Date: 180 Calendar Days from Notice to Proceed		$678,586.00
CMS 13-18	**INK ARCH LLC** Provide Design and Consultant Services for Major Utility Systems and Site Infrastructure to Lanakila Homes (AMP 37) on the Island of Hawaii End Date: April 14, 2016		$554,825.00

Contract No.	Contractor & Description	Supp. Amount	Total Amount
CMS 13-04-SC01	**Helbert, Hastert & Fee Planners, Inc.** Provide Additional Planning Services to Prepare the 2013 Physical Needs Assessment Reports and Energy Audits for State Low Income Public Housing Properties Statewide End Date: September 26, 2014	$331,891.00	$2,379,756.00
CMS 12-12-SC01	**Mechanical Enterprises, Inc.** Provide Additional Design and Consultant Services for Replacement of Water Lines and Solar Hot Water Heating Systems to Noelani I and Noelani II (AMP 43) on the Island of Hawaii End Date: February 6, 2015	$59,470.00	$158,970.00
CMS 11-18-SC01	**Ushijima Architects, Inc.** No-Cost Extension of Time of 540 Calendar Days for Reroof and Renovation to Ke Kumu Ekolu and Repair to Ke Kumu Elua (AMP 46) on the Island of Hawaii End Date: April 15, 2015	n/a	$368,047.00
CMS 11-15-CO07	**Society Contracting, LLC** No-Cost Extension of Time of 33 Calendar Days to Provide Labor, Materials and Equipment to Renovate 4 Vacant Units at Kauiokalani (AMP 44), 3 Vacant Units at Waimaha-Sunflower (AMP 44), 2 Vacant Units at Maili II (AMP 44), 4 Vacant Units at Nanakuli Homes (AMP 44), 2 Vacant Units at Kupuna Home O Waialua (AMP 49) and 17 Vacant Units at Wahiawa Terrace (AMP 49) on the Island of Oahu Completion Date: September 12, 2013	n/a	$2,006,869.82
CMS 11-14-CO02	**Color Dynamics, Inc.** Reduction in Compensation and Payment Schedule for Unused Portion for Concrete Spall and Crack Repair to Makua Alii (AMP 35) on the Island of Oahu Completion Date: n/a	($1,072,464.23)	$3,128,452.84
CMS 11-09-SC01	**GYA Architects, Inc.** Revise Scope of Work for Design and Consultant Services for Kalihi Valley Homes (AMP 31) Site and Dwelling Improvements, Reroof 11 Residential Buildings and Administration on the Island of Oahu End Date: July 24, 2014	$23,855.78	$155,790.34

Contract No.	Contractor & Description	Supp. Amount	Total Amount
CMS 10-03-SC03	**Richard Matsunaga & Associates Architects, Inc.** Provide Additional Design and Consultant Services for ADA Accessibility Improvements for Eleele Homes, Hale Hoonanea, Home Nani and Kekaha Haaheo (AMP 38) on the Island of Kauai End Date: June 28, 2014	$159,511.09	$848,702.35
PMB 13-05	**Garden Isle Disposal, Inc.** Provide Refuse Collection Services for Kawailehua – State and Kawailehua – Federal under Asset Management Project 38 on the Island of Kauai. End Date: August 31, 2014		$18,186.88
PMB 13-04	**Department of Community Services, City and County of Honolulu** Administer and Implement the Section 8 Family Self-Sufficiency Program, Section 8 Homeownership Option Program, and Low Income Public Housing (Federal) Family Self-Sufficiency Program End Date: June 30, 2014		$362,400.00
PMB 12-06-SC01	**Realty Laua LLC** Continue to Provide Property Management, Maintenance, and Resident Services for Kuhio Park Terrace – Low Rise and Kuhio Homes under AMP 40 on the Island of Oahu for an Additional 12-Month Period End Date: August 31, 2014	$705,542.00	$1,681,570.00
PMB 12-08-SC01	**Island Refuse, Inc.** Continue to Provide Refuse Collection Services for Kahale Mua – State and Kahale Mua – Federal under AMP 39 on the Island of Molokai for an Additional 12-Month Period End Date: August 31, 2014	$33,571.20	$64,371.84
PMB 12-07-SC01	**Realty Laua LLC** Continue to Provide Property Management, Maintenance, and Resident Services for Waimaha-Sunflower, Kauiokalani, Maili I, Mailii II, and Nanakuli Homes under AMP 44 on the Island of Oahu for an Additional 12-Month Period End Date: August 31, 2014	$693,142.00	$1,546,417.00

Contract No.	Contractor & Description	Supp. Amount	Total Amount
PMB 12-06-SC01	**Realty Laua LLC** Continue to Provide Property Management, Maintenance, and Resident Services for Kuhio Park Terrace – Low Rise and Kuhio Homes under AMP 40 on the Island of Oahu for an Additional 12-Month Period End Date: August 31, 2014	$705,542.00	$1,681,570.00
PMB 08-20-SC03	**Hawaii Affordable Properties, Inc.** Continue to Provide Property Management, Maintenance, and Resident Services for Hale Poai, Halia Hale, Kamalu-Hoolulu, Laiola Management Unit 42 on the Island of Oahu for an Additional 3-Month Period End Date: November 30, 2013	$269,958.00	$5,102,778.00
PMB 08-16-SC06	**Realty Laua LLC** Continue to Provide Property Management, Maintenance, and Resident Services for Koolau Village, Hookipa Kahaluu, Kaneohe Apartments, Kauhale Ohana and Waimanalo Homes under AMP 45 on the Island of Oahu for an Additional 3-Month Period End Date: November 30, 2013	$140,781.00	$2,848,929.00

Planned Solicitation/Contract Activities for September/October 2013

Solicitation(s):

- Procure New Copy Machine Lease Agreements for AMPs 33, 38, 40, and MU 42 and Various Central Office Cost Centers.
- Issue Invitation-for-Bids for Laundry Concession Services for AMPs 43 and 46 on the Island of Hawaii.
- Issue Invitation-for-Bids for Laundry Concession Services for AMP 39 on the Island of Maui.
- Issue Request-for-Proposals for Property Management, Maintenance and Resident Services for Asset Management Project 45 on the Island of Oahu.
- Issue Request-for-Proposals for Property Management, Maintenance and Resident Services for Management Unit 42 on the Island of Oahu.
- Issue Invitation-for-Bids for Various Capital Improvement Projects.

Contract(s)

- Award and Execute Contract for Temporary Recruitment Services to Assist the HPHA in the Hiring of Key Central Office Cost Center Vacant Positions.

- Award and Execute Contract to Provide Property Management, Maintenance, and Resident Services for AMP 45 on the Island of Oahu.

- Execute Supplemental Contract with Hawaii Affordable Properties, Inc. to Continue to Provide Property Management, Maintenance, and Resident Services for AMP 49 on the Island of Oahu.

- Execute Supplemental Contract with Kiamalu Consulting and Investigations Agency, LLC to Continue to Provide Security Services for AMP 31, AMP 32, and AMP 35 on the Island of Oahu.

- Execute Supplemental Contract with Alii Security, LLC to Provide Security Services for AMP 30 and AMP 33 on the Island of Oahu.

- Execute Supplemental Contract with EMSS, Inc. to Continue to Provide Printing and Mailing Services of the Monthly Tenant Rent Bills.

- Execute Supplemental Contract with National Center for Housing Management to Continue to Conduct an Assessment of the Hawaii Public Housing Authority's Compliance with the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act (Section 504), Violence Against Women Act (VAWA) Section 515-3, Hawaii Revised Statutes, and Related State and Federal Laws in its Federal and State Public Housing Programs and its Non-Dwelling Facilities.

Contract & Procurement Office
Monthly Status Report for August/September 2013

Solicitation(s) Issued in August/September 2013:

Solicitation No.	Title	Due Date
IFB CMS-2013-12	Fire Damage Repair at Bldg. 3 at Kauiokalani, HA 1091 HPHA Job # 09-029-191-Renovate 6 Vacant Units at Lanakila Homes (AMP 37) on the Island of Hawaii	September 20, 2013
IFB CMS-2013-02	Modernization of Salt Lake Apts. Phase II, HA 1066 (Federal)HPHA Job # 10-003-166-S/F	October 23, 2013
IFB CMS-2013-06	Site and Dwelling Improvement at Hui O'Hanamaulu, HA 1021 (Federal) HPHA Job # 09-041-000-S/F	October 24, 2013

Protest(s) Received in August/September 2013:

- None

Contract(s) Executed in August/September 2013:

Contract No.	Contractor & Description	Supp. Amount	Total Amount
CMS 13-23	**Architects Hawaii Ltd.** Provide Design and Consultant Services for Accessibility and Site Improvements to Koolau Village, Hookipa Kahaluu & Kauhale Ohana (AMP 35) on the Island of Oahu End Date: April 23, 2016		$1,405,481.53
CMS 13-22	**Artistic Builders Corporation** Provide Design and Consultant Services for Site and Dwelling Improvements to David Malo Circle (AMP 39) on the Island of Maui End Date: August 21, 2016		$372,808.00
CMS 13-21	**Artistic Builders Corporation** Provide Labor, Materials, and Equipment for Unit Modification at Kaimalino (AMP 43) on the Island of Hawaii Completion Date: November 23, 2013		$38,500.00

Contract No.	Contractor & Description	Supp. Amount	Total Amount
CMS 13-20	**M5 Architecture dba Media 5 Architecture** Provide Design and Consultant Services for Site and Building Improvements to Puahala Homes (AMP 31) on the Island of Oahu End Date: August 22, 2016		$273,003.12
CMS 13-19	**Pacific Blue Construction, LLC** Provide Labor, Materials, and Equipment for Site and Dwelling Improvements to Hale Hoolulu (AMP 38) on the Island of Kauai Completion Date: 180 Calendar Days from Notice to Proceed		$678,586.00
CMS 13-18	**INK ARCH LLC** Provide Design and Consultant Services for Major Utility Systems and Site Infrastructure to Lanakila Homes (AMP 37) on the Island of Hawaii End Date: April 14, 2016		$554,825.00
CMS 13-04-SC01	**Helbert, Hastert & Fee Planners, Inc.** Provide Additional Planning Services to Prepare the 2013 Physical Needs Assessment Reports and Energy Audits for State Low Income Public Housing Properties Statewide End Date: September 26, 2014	$331,891.00	$2,379,756.00
CMS 13-03-SC03	**D&C Construction, Inc.** Provide Additional Labor, Materials and Equipment for Sewer Repair at Puahala Homes (AMP 31) on the Island of Oahu and Extension of Time of 48 Calendar Days Completion Date: November 13, 2013	$42,498.41	$147,739.43
CMS 13-03-SC02	**D&C Construction, Inc.** Provide Additional Labor, Materials and Equipment for Sewer Repair at Puahala Homes (AMP 31) on the Island of Oahu Completion Date: September 27, 2013	$11,363.02	$105,241.02
CMS 12-12-SC01	**Mechanical Enterprises, Inc.** Provide Additional Design and Consultant Services for Replacement of Water Lines and Solar Hot Water Heating Systems to Noelani I and Noelani II (AMP 43) on the Island of Hawaii End Date: February 6, 2015	$59,470.00	$158,970.00

Contract No.	Contractor & Description	Supp. Amount	Total Amount
CMS 12-10-SC03	**Summit Construction, Inc.** Provide Additional Labor, Materials and Equipment for Modernization of Salt Lake Apartments, Phase I (AMP 30) and Extension of Time of 25 Calendar Days on the Island of Oahu Completion Date: January 29, 2014	$12,318.00	$1,426,228.00
CMS 12-08-SC01	**Index Builders** Reduction and Increase of Labor, Materials and Equipment for Modernization of Palolo Valley Homes (AMP 50) and Extension of Time of 53 Calendar Days on the Island of Oahu Completion Date: April 14, 2014	($135,072.38)	$11,005,527.62
CMS 12-04-SC01	**Allana Buick & Bers, Inc.** Provide Additional Design and Consultant Services for Site and Building Improvements to Pomaika, Hale Aloha O Puna and Pahala on the Island of Hawaii End Date: July 7, 2016	$138,914.00	$843,188.00
CMS 11-18-SC01	**Ushijima Architects, Inc.** No-Cost Extension of Time of 540 Calendar Days for Reroof and Renovation to Ke Kumu Ekolu and Repair to Ke Kumu Elua (AMP 46) on the Island of Hawaii End Date: April 15, 2015	n/a	$368,047.00
CMS 11-15-CO08	**Society Contracting, LLC** No-Cost Extension of Time of 90 Calendar Days to Provide Labor, Materials and Equipment to Renovate 4 Vacant Units at Kauiokalani (AMP 44), 3 Vacant Units at Waimaha-Sunflower (AMP 44), 2 Vacant Units at Maili II (AMP 44), 4 Vacant Units at Nanakuli Homes (AMP 44), 2 Vacant Units at Kupuna Home O Waialua (AMP 49) and 17 Vacant Units at Wahiawa Terrace (AMP 49) on the Island of Oahu Completion Date: December 11, 2013	n/a	$2,006,869.82

Contract No.	Contractor & Description	Supp. Amount	Total Amount
CMS 11-15-CO07	**Society Contracting, LLC** No-Cost Extension of Time of 33 Calendar Days to Provide Labor, Materials and Equipment to Renovate 4 Vacant Units at Kauiokalani (AMP 44), 3 Vacant Units at Waimaha-Sunflower (AMP 44), 2 Vacant Units at Maili II (AMP 44), 4 Vacant Units at Nanakuli Homes (AMP 44), 2 Vacant Units at Kupuna Home O Waialua (AMP 49) and 17 Vacant Units at Wahiawa Terrace (AMP 49) on the Island of Oahu Completion Date: September 12, 2013	n/a	$2,006,869.82
CMS 11-14-CO02	**Color Dynamics, Inc.** Reduction in Compensation and Payment Schedule for Unused Portion for Concrete Spall and Crack Repair to Makua Alii (AMP 35) on the Island of Oahu Completion Date: n/a	($1,072,464.23)	$3,128,452.84
CMS 11-09-SC01	**GYA Architects, Inc.** Revise Scope of Work for Design and Consultant Services for Kalihi Valley Homes (AMP 31) Site and Dwelling Improvements, Reroof 11 Residential Buildings and Administration on the Island of Oahu End Date: July 24, 2014	$23,855.78	$155,790.34
CMS 10-03-SC03	**Richard Matsunaga & Associates Architects, Inc.** Provide Additional Design and Consultant Services for ADA Accessibility Improvements for Eleele Homes, Hale Hoonanea, Home Nani and Kekaha Haaheo (AMP 38) on the Island of Kauai End Date: June 28, 2014	$159,511.09	$848,702.35
ITO 11-01-SC02	**EMSS, Inc.** Continue to Furnish Printing and Mailing Services for the Monthly Tenant Rent Bills and IRS 1099 Tax Forms for an Additional 12-Month Period End Date: September 25, 2014	$56,535.37	$163,781.42
PMB 13-05	**Garden Isle Disposal, Inc.** Provide Refuse Collection Services for Kawailehua – State and Kawailehua – Federal under Asset Management Project 38 on the Island of Kauai. End Date: August 31, 2014		$18,186.88

Contract No.	Contractor & Description	Supp. Amount	Total Amount
PMB 13-04	**Department of Community Services, City and County of Honolulu** Administer and Implement the Section 8 Family Self-Sufficiency Program, Section 8 Homeownership Option Program, and Low Income Public Housing (Federal) Family Self-Sufficiency Program End Date: June 30, 2014		$362,400.00
PMB 12-09-SC01	**Kiamalu Consulting and Investigations Agency Inc.** Continue to Provide Security Services at Kalihi Valley Homes (AMP 31), Mayor Wright Homes (AMP 32), Punchbowl Homes, Kalanihuia and Makamae (AMP 35) on the Island of Oahu for an Additional 12-Month Period End Date: September 30, 2014	$1,409260.54	$2,818,696.60
PMB 12-08-SC01	**Island Refuse, Inc.** Continue to Provide Refuse Collection Services for Kahale Mua – State and Kahale Mua – Federal under AMP 39 on the Island of Molokai for an Additional 12-Month Period End Date: August 31, 2014	$33,571.20	$64,371.84
PMB 12-07-SC02	**Realty Laua LLC** Continue to Provide Property Management, Maintenance, and Resident Services for Waimaha-Sunflower, Kauiokalani, Maili I, Mailii II, and Nanakuli Homes under AMP 44 on the Island of Oahu for an Additional 12-Month Period End Date: August 31, 2014	$693,142.00	$1,546,417.00
PMB 12-06-SC01	**Realty Laua LLC** Continue to Provide Property Management, Maintenance, and Resident Services for Kuhio Park Terrace – Low Rise and Kuhio Homes under AMP 40 on the Island of Oahu for an Additional 12-Month Period End Date: August 31, 2014	$705,542.00	$1,681,570.00
PMB 08-20-SC03	**Hawaii Affordable Properties, Inc.** Continue to Provide Property Management, Maintenance, and Resident Services for Hale Poai, Halia Hale, Kamalu-Hoolulu, Laiola Management Unit 42 on the Island of Oahu for an Additional 3-Month Period End Date: November 30, 2013	$269,958.00	$5,102,778.00

PMB 08-16-SC06	**Realty Laua LLC** Continue to Provide Property Management, Maintenance, and Resident Services for Koolau Village, Hookipa Kahaluu, Kaneohe Apartments, Kauhale Ohana and Waimanalo Homes under AMP 45 on the Island of Oahu for an Additional 3-Month Period End Date: November 30, 2013	$140,781.00	$2,848,929.00

Planned Solicitation/Contract Activities for October/November 2013

Solicitation(s):

- Procure New Copy Machine Lease Agreements for AMPs 33, 38, 40, and MU 42 and Various Central Office Cost Centers.
- Issue Invitation-for-Bids for Refuse Collection Services for AMP 46 on the Island of Hawaii.
- Issue Invitation-for-Bids for Laundry Concession Services for AMPs 43 and 46 on the Island of Hawaii.
- Issue Invitation-for-Bids for Laundry Concession Services for AMP 39 on the Island of Maui.
- Issue Request-for-Proposals for Property Management, Maintenance and Resident Services for Asset Management Project 45 on the Island of Oahu.
- Issue Request-for-Proposals for Property Management, Maintenance and Resident Services for Management Unit 42 on the Island of Oahu.
- Issue Invitation-for-Bids for Various Capital Improvement Projects.

Contract(s)

- Award and Execute Contract to Provide Property Management, Maintenance, and Resident Services for MU 42 on the Island of Oahu.
- Award and Execute Contract to Provide Property Management, Maintenance, and Resident Services for AMP 45 on the Island of Oahu.
- Execute Supplemental Contract to Continue to Provide Property Management, Maintenance, and Resident Services for AMP 50 on the Island of Oahu.
- Execute Supplemental Contract with Alii Security, LLC to Provide Security Services for AMP 30 and AMP 33 on the Island of Oahu.

- Execute Supplemental Contract with Lion's Cleaning & Maintenance, Inc. to Continue to Provide Custodial Services for the HPHA's Central Offices on the Island of Oahu.

- Execute Supplemental Contract with National Center for Housing Management to Continue to Conduct an Assessment of the Hawaii Public Housing Authority's Compliance with the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act (Section 504), Violence Against Women Act (VAWA) Section 515-3, Hawaii Revised Statutes, and Related State and Federal Laws in its Federal and State Public Housing Programs and its Non-Dwelling Facilities.

COMPLIANCE OFFICE
Report for Month of August/September 2013

A. Accomplishments for August

- Resolved approximately 39 tenant requests for reasonable accommodations under Section 504 of the Rehabilitation Act and the Fair Housing Act. Requests were approved for:

    a. Transfers to accessible or ground floor units (10);

    b. Transfer of unit for other reasons (5);

    c. Installation of air conditioning (4);

    d. Service animal (3); and

    e. Reserved parking (1).

- Continued to work on the filing of confirmations of ownership and Declarations of Trust for all of the federally assisted public housing projects;

- Continued to administer contract with National Center for Housing Management for HPHA Self-evaluation and transition plan, including working with the Construction Management Branch to plan for the construction or retrofit of accessible units and accessible routes within the properties;

- Continued to pursue proposed changes to the Hawaii Administrative Rules pertaining to the federally assisted low-income public housing program and eviction procedure;

- Assisted with drafting of proposed changes to Hawaii Administrative Rules pertaining to the state low-income public housing program;

- Assisted with HUD Assessment site visit;

- Provided language access training to select offices to complete annual mandatory language access training;

- Assisted Property Management Branch with the implementation of the non-smoking policy; and

- Continued to work with managers to fulfill reasonable accommodation and modification requests, and monitor the fulfillment of approved reasonable accommodation and modification requests.

Planning and Evaluation Office
Report for the month of August/September 2013

A. Safe Kalihi...Stop the Violence Community Event

The Hawaii Public Housing Authority worked with the U.S. Attorney's Office, Susannah Wesley Community Center, Queen Liliuokalani Children's Center, Dads Against Drugs, Palama Settlement, the Honolulu Police Department, Word of Life, Farrington High School, Kalakaua Middle School and the Weed & Seed Steering Committee for Site I (Chinatown-Palama-Kalihi) in coordinating the Safe Kalihi...Stop the Violence community event.

Date:	September 14, 2013
Time:	10 am – 2 pm
Place:	Kalakaua Middle School Cafeteria

The event featured martial arts demonstrations, entertainment, food, prizes and interactive booths to show all of the participants that there are other ways to solve conflicts and better uses for their time and energy. Flyers were distributed to public housing properties in the Kalihi area.

B. Palolo Stream Clean Up

The Hawaii Public Housing Authority will be provided supplies to assist with the Palolo Stream clean up event. The event will included organizations such as the Mutual Housing Association of Hawaii, the Palolo Tenants Association, Palolo Lions Club, Palolo Ohana Residents, Kaimuki Christian Church, Chaminade University, Good Samaritan Church, Palolo Pipeline, the Honolulu Police Department, Speaker Emeritus Calvin K. Y. Say, Councilmember Ann H. Kobayashi and the City and County of Honolulu Department of Facility Maintenance.

Date:	September 14, 2013
Time:	8 am – 11:30 am
Place:	Palolo Homes

C. Hawaii Interagency Council on Homelessness

- Subjects such as the shallow rent subsidy, kiosk shelter beds, and cultural sensitivity for native Hawaiians were discussed during the public testimony section of the Hawaii Interagency Council on Homelessness meeting. The major discussion of the meeting dealt with legislative initiatives for the Hawaii Interagency Council on Homelessness.
    - Increase funding for the Rental Housing Trust Fund

- Increase the minimum wage and update/create tax credit bills to increase the ability of the working poor to survive
- Establish a safe place for unaccompanied youth
- Establish a Veteran Court

D. Hawaii Public Housing Authority – Social Service and CommunityAssistance Conference

The Hawaii Public Housing Authority is working with Senator Suzanne Chun Oakland to organize the first annual Hawaii Public Housing Authority Social Service and Community Assistance Conference. All social service providers, businesses, charitable organizations, public housing tenants and interested parties will be invited to this conference with the goal of securing commitments from the community organizations to assist low income families and potential tenants on the low-income public housing waitlist.

Date:	November 13, 2013
Time:	9:30 am – 2:30 pm
Place:	Hawaii State Capitol Auditorium

E. "No Smoking" Policy

The "No Smoking" lease addendum has been reviewed by the Attorney General's office, and will be issued as soon as the Administrative Rule making process has concluded.

F. Hawaii Public Housing Authority – Hawaii Administrative Rules – Status

Chapter 17-2020 Hawaii Administrative Rules and Chapter 17-2028 Hawaii Administrative Rules are awaiting Governor Abercrombie's approval to hold an anticipated public hearing in late November on Oahu, Maui, Hawaii and Kaui.

G. Legislative

- The 2013 Legislative Session adjourned May 2, 2013. All bills that were not passed by the Legislature will "Carry Over" to 2014.

- Collaborating with OED and the Compliance Office to develop Administrative Rules for the 2013 ACTs relating to the Hawaii Public Housing Authority that were signed into law by Governor Abercrombie.

- Receiving and organizing input from all branch chiefs regarding the creation of bills for the Governor's 2014 supplemental bill package.

Information Technology Office (ITO)
Report for the Month of August/September 2013
-

A. Accomplishments

- Coordinated with Hawaiian Telcom to continue the installation of new data lines that will be used in HPHA's statewide network upgrade. These faster connections should help staff to work more efficiently, especially at remote AMP sites. Most of the new lines have already been installed, but a few sites will need to have new conduits installed to protect the wiring.

- Staff attended the Emphasys Annual Users Conference to learn how to more efficiently manage the Elite software which is currently being used for HPHA's major housing programs and finances.

- Received initial training on Emphasys Elite's Executive Portal. Reports for this module are designed in MS Excel, and will be accessible through a web browser. Data is refreshed overnight, so there is a one day delay.

- Coordinated an indepth remote demonstration from Emphasys to address staff concerns regarding the implementation of the Elite Procurement module.

- Continued to develop new customized reports for the Elite system.

PERSONNEL OFFICE
Report for the month August/September 2013

A. Summary of HPHA Staffing:

Filled positions (FTE):	277
Vacant positions:	89
Total:	366
Tenant Aides (19 Hrs):	14
New Hires	3
Termination/resigned	3
Note: 89day hires (temp)	3

Positions identified as essential to recruit: 32

- Recruitment: Advertised key positions through the StarAdvertiser on August 25, 2013 and the Hickam Military Family Support.
- Recruitment flyer for tenant aide program was issued on the September 2013 Rent Run.
- Agency Reorganization (AMP 32 and 33): Identified the staffing ratio for the reorganization and scheduled to meet with union and staff on the upcoming reorganization.
- Labor Relations: union consultation with HGEA on the future agency's Appearance Standard policy and procedures.
- Position Management: Agency-wide review on position descriptions to ensure essential functions are being identified for civil service positions prior to recruitment.
- Workers Compensation: A total of two (2) injuries were reported. Both injuries resulted in a loss of two (2) days.

FOR DISCUSSION

SUBJECT: For Discussion: *Kolio, et al. v. State of Hawaii, Hawaii Public Housing Authority (Civil No. 11-1-0795-04)*

The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as related to *Kolio, et al. v. State of Hawaii, Hawaii Public Housing Authority; Civil No. 11-1-0795-04)*

(There are no handout/packet materials for this item.)

Hawaii Public Housing Authority
Summary of Capital Projects
Report As Of 9/30/13

CIP - CFP
Rev.207

FEDERAL BUDGET/OBLIGATION: Capital Fund Program (CFP) (Operations, Admin, Mgt Improv)

	Total CFP Appropriation	Budget Construction Activities (BLI 1411-1501)	Budget Operations (BLI 1406)	Budget Management Improvements (BLI 1408)	Budget Administration (BLI 1410)	Budget Contingency (BLI 1502)	CFP Obligated	% Obligated	Balance	Obligation Deadline	Notes
CFP 719	$12,526,177	$8,802,577	$2,416,486	$54,497	$1,252,617		$12,165,343	97.12%	$360,834	4/14/12	Fully Obligated. LOCCS created 09-12-09
CFP 720	$12,389,235	$8,622,676	$2,477,847	$249,788	$1,038,924		$12,025,734	97.07%	$363,501	7/14/12	Fully Obligated. LOCCS created 06-23-10
CFP 721	$10,301,898	$7,017,963	$2,060,380	$71,000	$1,030,190	$122,365	$9,768,565	94.82%	$533,333	8/2/13	Fully Obligated. LOCCS created 07-13-11
CFP 722	$9,454,397	$6,337,530	$1,890,879	$150,000	$945,440	$130,548	$3,207,343	33.92%	$6,247,055	3/11/14	LOCCS created 03-12-12
CFP 723	$9,066,970	$6,018,954	$1,813,394	$250,000	$906,697	$77,925	$0	0.00%	$9,066,970	TBD	Awarded 8-8-13
CFP Budget Totals	**$57,285,440**	**$39,174,494**	**$11,368,339**	**$961,150**	**$5,528,543**	**$252,914**	**$49,780,718**	**87%**	**$7,504,722**		

FEDERAL EXPENDITURE: Capital Fund Program (CFP) (Operations, Admin, Mgt Improv)

	Total CFP Appropriation	Expended Construction Activities (BLI 1411-1501)	Expended Operations (BLI 1406)	Expended Management Improvements (BLI 1408)	Expended Administration (BLI 1410)	Expended Contingency (BLI 1502)	Expended to Date Total Funds	% Expended	Balance	Expenditure Deadline	Notes
CFP 719	$12,526,177	$7,755,748	$2,416,486	$54,497	$1,249,723	$0	$11,476,454	91.62%	$1,049,723	4/14/14	LOCCS created 09-12-09
CFP 720	$12,389,235	$6,995,442	$1,238,924	$116,593	$1,038,924	$0	$9,389,882	75.79%	$2,999,353	7/14/14	LOCCS created 06-23-10
CFP 721	$10,301,898	$2,845,558	$0	$16,394	$0	$0	$2,861,952	27.78%	$7,439,946	8/2/15	LOCCS created 07-13-11
CFP 722	$9,454,397	$235,252	$0	$0	$0	$0	$235,252	2.49%	$9,219,146	3/11/16	LOCCS created 03-12-12
CFP 723	$9,066,970	$0	$0	$0	$0	$0	$0	0.00%	$9,066,970	TBD	LOCCS created 08-09-13
CFP Expenditure Totals	**$57,285,440**	**$26,225,748**	**$6,178,156**	**$623,349**	**$3,550,020**	**$0**	**$36,577,273**	**63.85%**	**$20,708,167**		

STATE: Capital Improvement Program (CIP)

	State GO Bond Appropriation	HPHA Budget	HPHA Encumbered	HPHA Expended	HPHA % Expended Against Budget	HPHA Budget Balance	CIP Encumbrance Deadline	Notes	ACT/SLH
FY 07-08 Elevator	$4,939,503	$4,591,697	$4,591,697	4,170,538	90.83%	$421,159	6/30/10	Allotment Granted - Blanket Encumbrance (1) & (2) & (3)	ACT 213/2007 as amended by ACT 158/2008
FY 07-08 Lump Sum CIP	$19,910,000	$17,809,280	$15,802,595	14,284,201	80.21%	$3,525,079	6/30/10	Allotment Granted - Blanket Encumbrance (1) & (2) & (3)	ACT 213/2007 as amended by ACT 158/2008
FY 08-09 Elevator	$6,410,000	$4,263,049	$4,263,049	2,654,246	62.26%	$1,608,803	6/30/10	Allotment Granted - Blanket Encumbrance (1) & (2) & (3)	ACT 213/2007 as amended by ACT 158/2008
FY 08-09 Lump Sum CIP	$10,000,000	$3,374,706	$3,374,706	2,210,048	65.49%	$1,164,658	6/30/10	Allotment Granted - Blanket Encumbrance (1) & (2) & (3)	ACT 213/2007 as amended by ACT 158/2008
FY 09-10 Lump Sum CIP	$7,913,000	$7,898,483	$7,882,201	7,135,173	90.34%	$763,310	6/30/12	Allotment Granted - Blanket Encumbrance (1)	ACT 162/2009 as amended by ACT 180/2010
FY 10-11 Lump Sum CIP	$4,500,000	$4,384,799	$4,270,004	3,294,417	75.13%	$1,090,382	6/30/12	Allotment Granted - Blanket Encumbrance (1)	ACT 162/2009 as amended by ACT 180/2010
FY 11-12 CIP Totals	$31,120,000	$30,827,325	$10,503,574	1,898,274	6.16%	$28,929,051	6/30/14	Allotment Granted	ACT 164/2011 as amended by ACT 106/2012
FY 12-13 CIP Totals	$60,222,000	$60,222,000	$10,713,590	4,290,222	7.12%	$55,931,778	6/30/14	Allotment Granted	ACT 164/2011 as amended by ACT 106/2012
FY 13-14 Lump Sum CIP	$45,643,000	$45,643,000	$0	0	0.00%	$45,643,000	6/30/16	Pending Allotment	ACT 134/2013
FY 14-15 Lump Sum CIP	$0	$0	$0	0	#DIV/0!	$0	6/30/16		ACT 134/2013
STATE CIP TOTALS	**$145,014,503**	**$133,371,339**	**$61,401,417**	**$39,937,120**		**$93,434,219**			

KEY

1411 - Audit Costs
1430 - Fees & Costs
1450 - Site Improvement
1460 - Dwelling Structures
1465 - Dwelling Equipment
1470 - Non-Dwelling Structures
1499 - Development Activities
1501 - Collateralization or Debt Service Paid by PHA
1502 - Budget Contingency

Federal Capital Fund Program Budget

These are HPHA CFP budget numbers a/o the upper left corner date. The rows reflect the CFP fund grant, the columns represent the manner in which the funds are currently budgeted. The obligation deadline indicates the date by which these funds must be at least 92% obligated.

Federal Capital Fund Program Actual

These are HPHA CFP actual expenditures a/o the upper left corner date. The rows reflect the CFP fund grant, the columns represent the manner in which these funds are currently being expended. The expenditure deadline indicates the date by which these funds must be expended.

State Capital Improvement Program Budget and Expenditure

These are HPHA CIP budget and actual expenditures a/o the upper left corner date. The rows reflect the CIP fund appropriation, the columns represent budget, encumbrance and expenditures. The encumbrance deadline indicates the date by which the funds must be encumbered.