CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 20-46

# RESOLUTION

APPROVING THE CITY AND COUNTY OF HONOLULU'S TWENTY-SIXTH (26th) YEAR ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS, EMERGENCY SOLUTIONS GRANTS AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM FUNDS, AND AUTHORIZING ITS SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, Section 1-8.3(a) of the Revised Ordinances of Honolulu 1990, as amended (ROH), requires prior City Council review and approval of any Annual Action Plan prepared by a City agency relating to Community Planning and Development (CPD) formula entitlement monies; and

WHEREAS, the City desires to apply for CPD formula entitlement monies under the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) programs now being administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as HUD) by submitting its Twenty-Sixth (26th) Year Action Plan (hereinafter referred to as the "Action Plan") to HUD; and

WHEREAS, the City possesses the legal authority to apply for and the ability to execute the proposed CDBG, HOME, ESG and HOPWA programs; and

WHEREAS, the City has followed HUD requirements and guidelines for the preparation of the Action Plan and application for said funds; and

WHEREAS, a copy of the Action Plan is attached hereto as Exhibit A; and

WHEREAS, pursuant to said ROH Section 1-8.3(a), the City Council may approve the Action Plan by resolution; and

WHEREAS, the City Council has reviewed the Action Plan, the programs and projects thereunder proposed by the City to HUD for CDBG, HOME, ESG and HOPWA funding; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Action Plan is hereby approved; and

# RESOLUTION

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to:

1. Execute and submit the Action Plan to HUD;

2. Accept, disburse, and expend CDBG, HOME, ESG, and HOPWA program funds for the projects and activities identified in the Action Plan, as approved by HUD;

3. Execute such assurances, representations, or certifications as are required by HUD;

4. Furnish such additional information, data, and reports as may be required by HUD;

5. Execute grant agreements on behalf of the City and County of Honolulu with HUD; and

6. Execute any incidental or related amendments, agreements or documents in furtherance of the Action Plan or grant agreement, including but not limited to any subrecipient agreements with governmental and nongovernmental subrecipients; and

BE IT FURTHER RESOLVED that the Mayor is hereby directed to advise the City Council in writing of any changes to the Action Plan and the approval or denial of the Action Plan by HUD, and further, to forward to the City Council a copy of HUD's letter of approval or denial; and

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 20-46

# RESOLUTION

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to the Managing Director, Department of Community Services and the Department of Budget and Fiscal Services.

INTRODUCED BY:

(br)

DATE OF INTRODUCTION:

FEB 18 2020

Honolulu, Hawaii

Councilmembers

# EXHIBIT A

## TWENTY-SIXTH YEAR ACTION PLAN

# DRAFT
# TWENTY-SIXTH YEAR
# ACTION PLAN

Program Year
2019 - 2020

Prepared By
Department of Budget & Fiscal Services
City and County of Honolulu

February 2020

Presented By
Kirk Caldwell, Mayor
City and County of Honolulu

# TABLE OF CONTENTS

Executive Summary ..... 5
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) ..... 5
PR-05 Lead & Responsible Agencies - 91.200(b) ..... 9
AP-10 Consultation - 91.100, 91.200(b), 91.215(l) ..... 10
AP-12 Participation - 91.105, 91.200(c) ..... 20
Expected Resources ..... 24
AP-15 Expected Resources - 91.220(c) (1, 2) ..... 24
Annual Goals and Objectives ..... 32
AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e) ..... 32
AP-35 Projects - 91.220(d) ..... 37
Projects ..... 40
AP-38 Projects Summary ..... 40
AP-50 Geographic Distribution - 91.220(f) ..... 86
Affordable Housing ..... 87
AP-55 Affordable Housing - 91.220(g) ..... 87
AP-60 Public Housing - 91.220(h) ..... 88
AP-65 Homeless and Other Special Needs Activities - 91.220(i) ..... 89
AP-70 HOPWA Goals - 91.220 (l)(3) ..... 92
AP-75 Barriers to Affordable Housing - 91.220(j) ..... 93
AP-85 Other Actions - 91.220(k) ..... 94
Program Specific Requirements ..... 97
AP-90 Program Specific Requirements - 91.220(l)(1,2,4) ..... 97

# LIST OF TABLES

Table 1 - Responsible Agencies ..... 9
Table 2 - Agencies, groups, organizations who participated ..... 18
Table 3 - Other local / regional / federal planning efforts ..... 19
Table 4 - Citizen Participation Outreach ..... 23
Table 5 - Expected Resources - Priority Table ..... 28
Table 6 - Goals Summary ..... 34
Table 7 - Goal Descriptions ..... 36
Table 8 - CDBG Project Information ..... 37
Table 9 - HOME Project Information ..... 38
Table 10 - ESG Project Information ..... 38
Table 11 - HOPWA Project Information ..... 38
Table 12 - Project Summary ..... 85
Table 13 - Geographic Distribution ..... 86
Table 14 - One Year Goals for Affordable Housing by Support Requirement ..... 87
Table 15 - One Year Goals for Affordable Housing by Support Type ..... 87
Table 16 - Number of Households to be Provided Housing through HOPWA Funds ..... 92

# List of Appendices

Appendix 1: Emergency Solutions Grant Program Standards
Appendix 2: Down Payment Loan Program Policies and Procedures
Appendix 3: HOME Recapture Agreements
Appendix 4: Housing Trust Fund Allocation Plan
Appendix 5: Maps
Appendix 6: Applications for Federal Assistance
Appendix 7: Assurances for Non-Construction Programs
Appendix 8: Assurances for Construction Programs
Appendix 9: Certifications
Appendix 10: Acronyms and Abbreviations

# Executive Summary

## AP-05 Executive Summary - 24 Code of Federal Regulations (CFR) 91.200(c), 91.220(b)

### 1. Introduction

The Twenty-Sixth (26th) Year Action Plan (AP) for the City and County of Honolulu (City) represents a blueprint for the planning and application aspects of the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome (AIDS) (HOPWA), programs. The purpose of the AP is to ensure that jurisdictions receiving federal assistance plan for the housing and related needs of Low and Moderate Income (LMI) families in a way that improves the availability and affordability of decent, safe and sanitary housing and a suitable living environment. The terms Program Year 2020 (PY20) and Fiscal Year 2021 (FY21) references the same time period and are used interchangeably throughout this report.

### 2. Summarize the objectives and outcomes identified in the Plan

The AP priorities are based on the results of conducting needs assessments and market analyses, consultations with community groups, an on-line survey and collaborations with other agencies. Through the consultation process the City identified a range of housing and community development needs and goals as listed below. Based on the applications received, the higher priority needs have been funded to the maximum extent possible and lower priority needs have been funded in accordance with the City's Consolidated Plan.

<u>Affordable Housing</u>

- Development of new and preservation of existing affordable housing.
- Development of new and preservation of existing affordable special needs housing.
- Development of new and preservation of existing affordable housing for extremely low income households.
- Low-interest down payment loans and closing costs to low- and moderate-income homebuyers.
- Low-interest rehabilitation or reconstruction loans to low- and moderate-income homeowners, landlords that are renting to low- and moderate-income households, or non-profit agencies to correct conditions that directly affect safety, habitability, energy efficiency and accessibility.

Homelessness and Homelessness Prevention

- Acquire, construct, or renovate emergency and transitional shelters to allow continued shelter for persons and/or families experiencing homelessness or at-risk of homelessness.
- Acquisition, development or renovation of a building or units to support the City's Housing First approach to ending homelessness.
- Provide services and outreach programs to persons and/or families experiencing homelessness or at-risk of homelessness with essential services including, but not limited to, case management; work readiness and employment assistance; one stop resource centers to access services; housing placement services; and legal services.
- Provide operating costs to existing transitional housing and supportive housing facilities for persons and/or families experiencing homelessness or at-risk of homelessness.
- Provide homelessness prevention services including, but not limited to, emergency rental and utility assistance to persons and/or families at-risk of homelessness.
- Provide re-housing services including, but not limited to, rental assistance to persons and/or families experiencing homelessness.

Public Improvements and Infrastructure

- Acquisition, construction or renovation of City-owned facilities to benefit low- and moderate-income persons or presumed low-income persons other than homeless (e.g., elderly, victims of domestic violence (DV), neglected children, and others).
- Acquisition of equipment for fire, police, and emergency medical services and traffic safety measures in low- and moderate-income communities.
- Construction or renovation of City-owned facilities (e.g., City parks projects such as restroom improvements to comply with Americans with Disabilities Act (ADA) requirements).
- Infrastructure improvements related to the production or preservation of affordable housing.
- Construction or renovation of facilities to comply with accessibility requirements.
- Acquisition, construction, replacement or renovation of City-owned facilities and infrastructure in low- and moderate-income communities.

## 3. Evaluation of past performance

During the past Consolidated Plan period, the City successfully assisted low- to moderate-income communities and individuals and met or exceeded most of its goals and objectives identified in the prior Consolidated Plan.

*Housing*: The City provided funding to preserve and increase the supply of affordable housing throughout various communities within the City. Development and acquisition projects included rental housing for low-and moderate-income households for families, elderly, those with special needs, and artists. Also, the City provided low-interest down payment home loans to first-time homebuyers, and rehabilitation loans to homeowners to address repairs needed to meet basic housing standards related to health, safety, and energy efficiency.

*Homelessness*: Funding was provided to renovate emergency and transitional shelters that service homeless individuals, families, and persons at-risk. These populations include United States veterans and youth. Projects also funded were essential and stabilizing services such as work readiness, housing placement, legal services, emergency rent and utility assistance, and tenant-based rental assistance (TBRA).

*Public Facilities – Non-Homeless*: Funding was provided for the installation of a photovoltaic system for an employment and training center, a community-based residential facility for youth, and the acquisition of a warehouse for the development of a food distribution center. The City also provided funding for emergency services through the acquisition of fire apparatuses.

*Special Needs (Other than Homeless):* The City provided funding to renovate or construct facilities that provided health care and addressed persons with special health needs, services for the elderly, persons with disabilities in need of improvements to comply with accessibility requirements, DV survivors, severely mentally ill adults, and individuals coping with substance abuse.

*Community Development (Other than Housing)*: The City funded projects that provided entrepreneurial and business start-up training, services to provide furniture, household needs, and basic necessities for low- and moderate-income households, and a highway infrastructure project.

## 4. Summary of Citizen Participation Process and consultation process

A public hearing was conducted on September 16, 2019, to obtain the views and comments of the public with regards to the City's performance, and the housing and community development needs for the upcoming AP. The City received eight (8) comments at the public hearing, and twenty-three (23) written testimonies, indicating the need for housing for adults with intellectual and developmental disabilities (IDD).

To obtain further public input, the City utilized several Honolulu City Council (City Council) and Budget Committee meetings for the AP resolution during the months of February through March 2020 as public hearings.

In order to broaden participation, the City uses its website to facilitate providing information to the public. The current, and several prior year APs, as well as the Draft

Consolidated Plan for PY 2021-2025, are available at http://www.honolulu.gov/cms-bfs-menu/site-bfs-sitearticles/408-federal-grants.html. The Notice of Funding Availability (NOFA) documents, along with Project Proposal applications for the HOME, HOPWA, and ESG programs were available at the Department of Budget and Fiscal Services (BFS), Purchasing Division (Purchasing). The City also maintains an e-mail subscription list where interested parties may sign up to receive notification of future funding announcements.

A public notice will be published in February 2020 inviting the public to review and comment on the Draft 26th Year AP, which outlines how the City will be implementing the CDBG, HOME, ESG, and HOPWA programs. A final notice reflecting actual program plans will be published in the Honolulu Star Advertiser in June 2020.

## 5. Summary of public comments

All of the public comments received at the public hearing focused on the need to provide safe and affordable housing for IDD adults.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable. The City accepted all comments.

## 7. Summary

The objectives and outcomes reflect the City's highest priorities, the need for additional affordable housing and reducing chronic homelessness. The target outcome levels reflect the availability of resources more than they reflect the level of need. Consultation and comments were conducted in accordance with the City's Citizen Participation Plan (CPP) and Consolidated Planning requirements.

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| CDBG Administrator | HONOLULU | Office of the Managing Director (MDO) |
| ESG Administrator | HONOLULU | MDO |
| HOME Administrator | HONOLULU | MDO |
| HOPWA Administrator | HONOLULU | MDO |
| Housing Trust Fund (HTF) Subgrantee | HONOLULU | MDO |

**Table 1 - Responsible Agencies**

**Narrative (optional)**

The City's MDO is the overall lead department/agency that directs and performs project/activity oversight of all HUD's Community Planning and Development (CPD) funds.

The BFS is the lead agency responsible for the preparation of the Consolidated Plan, and is responsible for the implementation of City activities funded by the CDBG, HOME, ESG, and HOPWA programs.

The Department of Community Services (DCS) assists in the preparation of the Consolidated Plan and is responsible for the implementation of nonprofit activities funded by the CDBG, HOME, ESG, HOPWA, and HTF programs.

**Consolidated Plan Public Contact Information**

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Telephone No: (808) 768-3930, Fax No: (808) 768-3294
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Ms. Pamela A. Witty-Oakland, Director
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Email Address: pwittyoakland@honolulu.gov

## AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

### 1. Introduction

During the Consolidated Plan planning process, the City held two (2) public consultation meetings, one (1) in Honolulu and the other in Kapolei that were attended by non-profit agencies and various city departments. The City also administered a Housing and Community Needs online survey.

The public was informed of the consultation meetings and the survey through the City's website and a public notice published in a newspaper of general circulation. The information was also shared with the City Council, city departments and Neighborhood Commission Boards and Members who were asked to inform their constituents and agency staff, as applicable.

The Consolidated Plan priority needs and goals for the next five (5) years were developed based on the results of public consultation meetings with city departments and non-profit agencies, feedback received from survey participants on-line, discussions with other stakeholders, written testimonies, and results of needs assessments and market analyses.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The Hawaii Interagency Council on Homelessness (HICH) was established in July 2011 through executive order by former Governor Neil Abercrombie. Composed of state department directors, federal agency representatives, and community leaders, the HICH was tasked with providing solutions to end homelessness and strengthen the continuity of efforts to end homelessness across future State of Hawaii administrations.

The HICH adopted a plan consisting of four (4) goals, eleven (11) objectives, and thirty-nine (39) strategies which is consistent with the approach taken by the United States Interagency Council on Homelessness (USICH) created by President Barack Obama in 2010 to end homelessness throughout the nation. The goals are:

1. Retooling the Homeless Crisis Response System;
2. Increasing Access to Stable and Affordable Housing;
3. Increasing Economic Stability and Self-Sufficiency; and
4. Improving Health and Stability.

Hawaii was the first state in the union to create a state interagency council patterned after the USICH. The work of the HICH has been further informed by its members, knowledgeable volunteers, service providers, and community members, and by best practices to address homelessness in Hawaii and across the United States.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City continues to work closely with "Partners In Care - Oahu's Continuum of Care (CoC)" (PIC) to address the needs of Hawaii's homeless population. PIC holds monthly meetings in which members participate in lively discussions that touch upon concerns regarding shelter operations, funding allocations, as well as any upcoming changes that may directly affect homeless initiatives. These meetings are beneficial as they encourage agencies across the island to come together to collaborate and provide support and feedback to one another in support of improving Hawaii's homeless population. PIC members provide years of experience working with homeless individuals, families, and veterans, and continue to work collaboratively with the City every day to improve current conditions.

PIC has six (6) primary objectives:

1. Build and maintain a community-based process that supports Oahu's CoC for homeless persons;
2. Develop a full continuum of services;
3. Ensure that homeless persons are treated with dignity and care;
4. Engage in planning and evaluation to maximize the use of existing resources;
5. Advocate for policies that promote a comprehensive, long-term approach to solving homelessness; and
6. Work collaboratively with other agencies and groups throughout the State of Hawaii.

Furthermore, a requirement of HUD for PIC is the Point-In-Time (PIT) Count Report which is a count of sheltered and unsheltered homeless persons on a single night in January. Under 24 CFR 578.7 of the CoC Program interim rule, CoCs must plan and conduct, at least biennially, a PIT Count of homeless persons within the geographic area. The PIT Count provides the community and homeless assistance providers with data needed to understand the number and characteristics of persons who are homeless at one PIT. In addition, the PIT Count also provides policy makers with data needed to effectively allocate resources aimed at ending and preventing homelessness.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

As required by the ESG regulations, the City consults with the PIC on several matters to ensure optimum results. Such matters include determining how to allocate ESG funds each program year, developing standard performance measures for ESG funded projects and activities, evaluating the outcomes of ESG-funded projects and activities, as well as ensuring that policies and procedures for the administration and operation of the Homeless Management Information System (HMIS) are in place.

The City consults and refers to the recommendations of the PIC Planning Committee to determine the amount of funding that should be allocated to each ESG component. Allocation is also based on assessments of past performance and current needs that determine if existing performance standards and outcomes need to be modified.

Pursuant to PIC's Governance Charter, PIC collaborates with the City to develop performance standards to monitor both recipient and subrecipient performance and outcomes. PIC also establishes performance targets and conducts evaluations to ensure optimum performance of the recipients, subrecipients, and contractors. PIC is also responsible for establishing and operating the Centralized/Coordinated Entry System (CES) that is used to initially record and document homeless individuals and families seeking assistance. This strategic tool helps subrecipients target homeless populations by promoting consistency and decreasing duplicative services to clients.

PIC's Governance Charter formalized PIC's role in developing funding, policies and procedures for the administration of HMIS. With help from HUD's Priority Community Initiative, PIC was able to develop a strategic HMIS plan to ensure that it remains in compliance with HUD's CoC program rules, data standards, and requirements. Furthermore, all subrecipients receiving ESG funds are required to enter all client data, with the exception of those clients receiving victim or legal services, into HMIS.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | City DCS Community Based Development Division |
| | **Agency/Group/Organization Type** | Housing<br>Services-Persons with Human Immunodeficiency Virus (HIV)/AIDS<br>Services-Homeless<br>Services-Employment<br>Service-Fair Housing<br>Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>Lead-based Paint Strategy<br>Homelessness Strategy<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Non-Homeless Special Needs<br>HOPWA Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 2 | **Agency/Group/Organization** | City Department of Emergency Management (DEM) |
| | **Agency/Group/Organization Type** | Agency – Emergency Management<br>Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Other: Resiliency |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 3 | **Agency/Group/Organization** | City Department of Planning and Permitting (DPP) |

| | | |
|---|---|---|
| | **Agency/Group/Organization Type** | Other government - County<br>Planning organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>Homelessness Strategy<br>Economic Development<br>Market Analysis |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 4 | **Agency/Group/Organization** | City Mayor's Office of Housing |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services - Homeless<br>Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 5 | **Agency/Group/Organization** | City Office of Climate Change, Sustainability and Resiliency |
| | **Agency/Group/Organization Type** | Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Other: Resiliency |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |

| | | |
|---|---|---|
| 6 | **Agency/Group/Organization** | Fuller Lives |
| | **Agency/Group/Organization Type** | Services – Persons with Disabilities<br>Other: Nonprofit |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 7 | **Agency/Group/Organization** | Gregory House Programs |
| | **Agency/Group/Organization Type** | Services-Persons with HIV/AIDS<br>Nonprofit |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>HOPWA Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 8 | **Agency/Group/Organization** | Hawaii Autism Foundation |
| | **Agency/Group/Organization Type** | Services – Persons with Disabilities<br>Other: Nonprofit |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 9 | **Agency/Group/Organization** | Hawaii Housing Finance and Development Corporation (HHFDC) |
| | **Agency/Group/Organization Type** | Housing<br>Other government - State<br>Planning organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>Market Analysis |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 10 | **Agency/Group/Organization** | Hawaii Public Housing Authority |
| | **Agency/Group/Organization Type** | Housing<br>PHA<br>Other government – State |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>Public Housing Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 11 | **Agency/Group/Organization** | Hawaiian Telcom |
| | **Agency/Group/Organization Type** | Services – Broadband Internet Service Provider |
| | **What section of the Plan was addressed by Consultation?** | Other: Broadband |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 12 | **Agency/Group/Organization** | City Council |
| | **Agency/Group/Organization Type** | Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Other: Public Outreach |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 13 | **Agency/Group/Organization** | Neighborhood Board Commission |
| | **Agency/Group/Organization Type** | Other government - County<br>Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Other: Public Outreach |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 14 | **Agency/Group/Organization** | PIC |
| | **Agency/Group/Organization Type** | Services - Homeless<br>Other: CoC |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 15 | **Agency/Group/Organization** | Responsive Caregivers Of Hawaii |
| | **Agency/Group/Organization Type** | Services – Persons with Disabilities<br>Other: Nonprofit |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |
| 16 | **Agency/Group/Organization** | State Department of Commerce and Consumer Affairs, Cable Television Division |
| | **Agency/Group/Organization Type** | Other government – State |
| | **What section of the Plan was addressed by Consultation?** | Market Analysis |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |

| | | |
|---|---|---|
| 17 | **Agency/Group/Organization** | State Department of Heath |
| | **Agency/Group/Organization Type** | Other government – State |
| | **What section of the Plan was addressed by Consultation?** | Housing Needs Assessment<br>Market Analysis<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public consultation meetings were held and emails sent to various stakeholders requesting their participation and input to develop a coordinated plan. |

**Table 2 - Agencies, groups, organizations who participated**

## Identify any Agency Types not consulted and provide rationale for not consulting

None

## Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Annual Public Housing Agency Plan 2019 | Hawaii Public Housing Authority (HPHA) | This plan provides strategic goals and overlaps with community development/ self-sufficiency related-goals. |
| Hawaii Housing Planning Study (HHPS) 2019 | HHFDC | This plan provides key information on affordable housing. |
| Homeless PIT Count Report | PIC | This plan provides key information regarding the current state of homelessness on Oahu. |
| Homeless Service Utilization Report 2017 | Center on the Family - University of Hawaii at Manoa | This plan provides data to assist in the development of strategic goals addressing homelessness. |
| Island-wide Housing Strategy Draft | DPP | This plan provides strategic action goals and overlaps with supporting goals under all priorities especially affordable housing and homelessness. |
| The Affordable Rental Housing Report and Ten-Year Plan | Department of Business, Economic Development & Tourism | This plan provides strategic goals under Affordable Housing. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Public Housing Authority Plans, Administrative Plans & Rules | DCS - Community Assistance Division (CAD) | The various plans and rules provide the agency's policies for administering Section 8 Housing Choice Voucher Programs. |

**Table 3 - Other local / regional / federal planning efforts**

## AP-12 Participation - 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation

**Summarize citizen participation process and how it impacted goal-setting**

The City encouraged citizen participation in the development of the AP. The citizen participation process was guided by the City's CPP which details the manner in which the public is notified of upcoming meetings and other opportunities to provide comments on the development of and updates to the City's Consolidated and Annual APs.

The City held public meetings, published public notices in a newspaper of general circulation and sent out notifications to its email subscribers.

Notices were also posted on the City's website at http://www.honolulu.gov/cms-bfs-menu/site-bfs-siteearticles/408-federal-grants.html.

A summary of responses is noted in Table 4.

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of Comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Notice | Non-targeted/broad community | A Public Notice was published in the September 2, 2019 edition of the Honolulu Star Advertiser, to obtain the views and comments of the public with regards to the City's performance, and the housing and community development needs for the upcoming AP. | None | Not applicable. | - |
| 2 | Public Meeting | Non-targeted/broad community | A public meeting was held on September 16, 2019 to solicit public input on the projects applying for CDBG funding. | Affordable housing for IDD adults needed. | Not applicable. | - |
| 3 | Internet Outreach | Non-targeted/broad community | The Public Notice was posted on the City's website to increase opportunities for public participation and public comments. | None | Not applicable. | - |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of Comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 4 | Library Outreach | Non-targeted/broad community | The Draft AP was sent to the Municipal Reference Center to increase opportunities for public participation and public comments. | None | Not applicable. | |
| 5 | City Council Public Hearing | Non-targeted/broad community | Resolution 20-XX, approving the City's Draft AP will be heard at a Budget Committee meeting. | None | Not applicable. | - |
| 6 | Newspaper Ad | Non-targeted/broad community | A public notice will be published in the Honolulu Star Advertiser, informing the public that copies of the Draft AP will be available for review online on the City's website or by calling the Municipal Reference Center. | None | Not applicable. | - |
| 7 | City Council Public Hearing | Non-targeted/broad community | Resolution 20-XX, approving the City's Draft AP will be heard at a City Council meeting. | None | Not applicable. | - |
| 8 | Newspaper Ad | Non-targeted/broad community | A public notice will be published in the Honolulu Star Advertiser. | None | Not applicable. | - |

**Table 4 - Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources - 91.220(c) (1, 2)

### Introduction

The 26th Year AP for the City represents a blueprint for the planning and application aspects of HUD's CDBG, ESG, HOME, and HOPWA programs. The purpose of the AP is to ensure that jurisdictions receiving federal assistance plan for the housing and related needs of LMI families in a way that improves the availability and affordability of decent, safe and sanitary housing and a suitable living environment.

## Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of Consolidated Plan: $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Housing<br>Public Improvements<br>Public Services | 8,018,590 | 525,000 | 0 | 8,543,590 | 34,000,000 | CDBG funds will be utilized for the following activities: Homeless Services and Public Facilities and improvements - Non-Homeless. Funds will also be used for administrative costs and other eligible activities as needs arise. |
| HOME | public - federal | Acquisition<br>Admin and Planning<br>Homebuyer assistance<br>Homeowner rehab<br>New construction for ownership<br>TBRA | 2,835,738 | 550,000 | 87,843 | 3,473,581 | 13,000,000 | HOME funds will be utilized for the following activities: Development of affordable housing, TBRA, including Housing First, and Home Ownership programs. Funds will also be used for administrative costs and other eligible activities as needs arise. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of Consolidated Plan: $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| HOPWA | public - federal | Admin and Planning<br>Permanent housing in facilities<br>Permanent housing placement<br>Short term or transitional housing facilities<br>Short Term Rent, Mortgage and Utilities (STRMU)<br>Supportive services<br>TBRA | 635,213 | 0 | 0 | 635,213 | 2,500,000 | HOPWA funds will be utilized for the following activities: TBRA; STRMU; and Supportive Services for persons living with HIV/AIDS. Grant funds will also be used for administrative costs and other eligible activities as needs arise. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of Consolidated Plan: $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| ESG | public - federal | Admin and Planning<br>Financial Assistance<br>Overnight shelter<br>Rapid re-housing (rental assistance)<br>Rental Assistance Services<br>Street Outreach | 681,808 | 0 | 0 | 681,808 | 2,700,000 | ESG funds will be utilized for the following activities: emergency shelter, homelessness prevention, and rapid re-housing. Grant funds will also be used for administrative costs and other eligible activities as needs arise. |
| General Fund | public - local | Admin and Planning<br>Financial Assistance<br>Overnight shelter<br>Rapid re-housing (rental assistance)<br>Rental Assistance Services<br>Street Outreach | 681,808 | 0 | 0 | 681,808 | 2,700,000 | General Funds will be used to satisfy the 1:1 ESG match requirement. Funds will be utilized for the following activities: emergency shelter, homelessness prevention, and rapid re-housing. Grant funds will also be used for administrative costs and other eligible activities as needs arise. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of Consolidated Plan: $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| HTF | public - federal | Acquisition Multifamily rental new construction Multifamily rental rehab | 0 | 0 | 0 | 0 | 5,700,000 | HTF funds will be utilized for the following activities: Development/Preservation of affordable housing, administrative costs and other eligible activities as needs arise. |

**Table 5 - Expected Resources - Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:**

The table above reflects anticipated HUD CPD resources which will be administered by the City. The ESG match is expected to be satisfied through the use of other City funds. The matching requirements for the HOME program will be satisfied with carryover HOME match contributions from previous years and foregone real property tax on previous years HOME projects that are still within the City's Affordability period. The City currently has excess HOME match in the amount of $998,064.17, which will be carried over to PY20.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:**

For properties assisted with HUD CPD funds, the City may require that units remain affordable and obtain concurrence from HUD prior to completing the sale or lease.

In addition, the City's CDBG and HOME funded affordable housing projects includes units whose required affordability period expires within the Consolidated Plan period. However, the units may remain in the affordable housing inventory as some projects may become permanent supportive housing under the Housing First Initiative approach to ending homelessness.

In closing, the City often owns the roadways, water, sewerage and other infrastructure, which may abut proposed project sites. This adjacency precludes the need for such projects to engineer and fund the development of such necessary service infrastructure, thus reducing such projects' time schedules and total budgets.

**Discussion:**
The City will continue to pursue other available federal, state and private funding sources to leverage funding for the proposed community development initiatives in the Consolidated Plan.

In addition, the City will exercise its Pre-Award option for the CDBG and HOME funded projects. The projects below represent the 25% pre-award project costs that may be incurred without HUD approval.

| **Community Development Block Grant Program** | |
|---|---|
| BFS - Program Administration | $ 302,143 |
| BFS - Fiscal Support | $ 12,225 |
| DCS - CAD Program Administration | $ 56,379 |
| DCS - Community Based Development Division (CBDD) Program Administration | $ 56,432 |
| DCS - Work Readiness Program | $ 95,000 |
| Department of Parks and Recreation (DPR) - Rehabilitation of the Foster Botanical Garden* | $ 600,000 |
| DPR - Rehabilitation of the Kalihi Valley District Park* | $ 600,000 |
| DPR - Rehabilitation of the Kamehameha Community Park* | $1,000,000 |
| DPR - Rehabilitation of the Kauluwela Community Park* | $ 628,125 |
| DPR - Rehabilitation of the Makaha Community Park* | $ 557,125 |
| DPR - Rehabilitation of the Palolo District Park* | $ 787,125 |
| DPR - Rehabilitation of the Waialua District Park* | $ 287,125 |
| DPR - Planning and Engineering (P & E) for the Waianae District Park Rehabilitation | $ 91,250 |
| DPR - P & E for the Maili Community Park Rehabilitation | $ 155,000 |
| DPR - P & E for the Waipahu District Park Rehabilitation | $ 26,250 |
| DPR - P & E for the Fern Community Park Rehabilitation | $ 31,250 |
| DPR - P & E for the Pililaau Community Park Rehabilitation | $ 172,500 |
| DPR - P & E for the Beretania Community Park Rehabilitation | $ 22,593 |
| DPR - P & E for the Waianae District Park Rehabilitation | $ 95,000 |
| **Total CDBG Pre-Award** | **$5,575,522** |

* The public was previously advised that the City requested, and HUD approved, the incurrence of CDBG pre-agreement costs in the amounts of $5,106,800 in PY20/FY21, and $2,931,200 in PY21/FY22. CDBG funds will be used to reimburse the City when funds become available, subject to sufficient funding from HUD; subsequently, future CDBG awards will be impacted. For projects funded with future CDBG grant funds, if there should be a reduction in CDBG program funding, the City will distribute the reduction to all current non-multi-year projects proportionally. If there should be an increase in CDBG program funding, the City will fund the alternate projects identified in the current Action Plan.

**HOME Investment Partnerships Program**

| | |
|---|---|
| BFS - Program Administration | $ 14,850 |
| DCS CBDD - Program Administration | $ 18,489 |
| DCS – TBRA Program Administration | $ 51,303 |
| DCS - TBRA Program | $ 202,644 |
| DCS - Down Payment Loan Program | $ 250,000 |
| DCS - Housing First Rental Assistance Program | $ 223,608 |
| Honolulu Habitat for Humanity - Building Homes for Low-Income Families | $ 107,500 |
| **Total HOME Pre-Award** | **$ 868,394** |

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 1 | AH1 – Affordable Housing | 2020 | 2025 | Affordable Housing | Island-wide | Affordable Housing | HOME | Homeowner Housing Added:<br>2 Households Assisted |
| 2 | HO1 – Down Payment Assistance | 2020 | 2025 | Affordable Housing | Island-wide | Affordable Housing | HOME | Direct Financial Assistance to Homebuyers:<br>25 Households Assisted |
| 3 | SN2 – Housing for Persons with HIV/AIDS | 2020 | 2025 | Non-Homeless Special Needs | Island-wide | Affordable Housing | HOPWA | Tenant-Based Rental Assistance:<br>32 Households Assisted<br>Homelessness Prevention (STRMU):<br>14 Persons Assisted |
| 4 | SN3 – Services for Persons with HIV/AIDS | 2020 | 2025 | Non-Homeless Special Needs | Island-wide | Homelessness and Homelessness Prevention | HOPWA | Public service activities other than Low/Moderate Income Housing Benefit:<br>192 Persons Assisted |
| 5 | HP1 – Homeless Services | 2020 | 2025 | Homeless | Island-wide | Homelessness and Homelessness Prevention | ESG<br>City Funds | Public service activities other than Low/Moderate Income Housing Benefit:<br>700 Persons Assisted |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 6 | HP2 – Homeless Operations | 2020 | 2025 | Homeless | Island-wide | Homelessness and Homelessness Prevention | ESG<br>City Funds | Homeless person overnight shelter:<br>240 Persons Assisted |
| 7 | HP3 – Homelessness Prevention Services | 2020 | 2025 | Homeless | Island-wide | Homelessness and Homelessness Prevention | ESG<br>City Funds | Homelessness Prevention:<br>196 Persons Assisted |
| 8 | HP4 – Re-Housing Services | 2020 | 2025 | Homeless | Island-wide | Homelessness and Homelessness Prevention | ESG<br>City Funds | Rapid Rehousing:<br>103 Households Assisted |
| 9 | HP5 – Rental Assistance | 2020 | 2025 | Homeless | Island-wide Waikiki Region<br>Waianae Region<br>Downtown Region | Homelessness and Homelessness Prevention | HOME | Tenant-Based Rental Assistance:<br>80 Households Assisted (TBRA)<br><br>100 Households Assisted (Housing First) |
| 10 | PF1 – Public Improvements | 2020 | 2025 | Non-Housing Community Development | Island-wide | Public Facilities Improvements and Infrastructure | CDBG | Public Facility Or Infrastructure Activities Other Than Low/Moderate-Income Housing Benefit:<br>100,000 Persons Assisted |
| 11 | AD1 – Administration | 2020 | 2025 | Non-Housing Community Development | Island-wide | Administration, Planning and Monitoring | CDBG<br>HOME<br>ESG<br>HOPWA | Other:<br>9 Other |

**Table 6 - Goals Summary**

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

The City estimates the following based on current HOME funding:

- 100 Extremely Low-Income Families
- 84 Low-Income Families
- 25 Moderate-Income Families

## Goal Descriptions

| | | |
|---|---|---|
| 1 | **Goal Name** | AH1 – Affordable Housing |
| | **Goal Description** | Development of new and preservation of existing affordable and special needs rental housing. |
| 2 | **Goal Name** | HO1 – Down Payment Assistance |
| | **Goal Description** | Provide low-interest down payment loans and closing costs to low- and moderate-income homebuyers. |
| 3 | **Goal Name** | SN2 – Housing for Persons with HIV/AIDS |
| | **Goal Description** | Provide rental assistance or emergency rent, mortgage, and utility payment to persons with HIV/AIDS. |
| 4 | **Goal Name** | SN3 – Services for Persons with HIV/AIDS |
| | **Goal Description** | Provide integrated case management services to assist persons with HIV/AIDS access the goods and services necessary to maintain their health, and live as independently as possible. |
| 5 | **Goal Name** | HP1 – Homeless Services |
| | **Goal Description** | Provide services and/or outreach programs to persons and/or families experiencing homelessness or at-risk of homelessness with essential services including, but not limited to, case management; work readiness and employment assistance; one stop resource centers to access services; housing placement services; and legal services. |
| 6 | **Goal Name** | HP2 – Homeless Operations |
| | **Goal Description** | Provide operating costs to existing transitional housing and supportive housing facilities for persons and/or families experiencing homelessness or at-risk of homelessness. |
| 7 | **Goal Name** | HP3 – Homelessness Prevention Services |

| | | |
|---|---|---|
| | **Goal Description** | Provide homelessness prevention services including, but not limited to, emergency rental and utility assistance to persons and/or families at-risk of homelessness. |
| **8** | **Goal Name** | HP4 – Re-Housing Services |
| | **Goal Description** | Provide Re-housing services including, but not limited to, rental assistance to persons and/or families experiencing homelessness. |
| **9** | **Goal Name** | HP5 – Rental Assistance |
| | **Goal Description** | Provide Rental Assistance to persons and/or families experiencing homelessness and/or persons and/or families at risk of homelessness. |
| **10** | **Goal Name** | PF1 – Public Improvements |
| | **Goal Description** | Construction or renovation of City-owned facilities (e.g., City parks projects such as restroom improvements to comply with Americans with Disabilities Act (ADA) requirements). |
| **11** | **Goal Name** | AD1 – Administration |
| | **Goal Description** | Administer the CDBG, HOME, ESG, HOPWA, and HTF Programs |

**Table 7 - Goal Descriptions**

## AP-35 Projects - 91.220(d)

### Introduction:

The following tables list the projects the City's CDBG, HOME, ESG and HOPWA programs will carry out and/or fund during the City's FY 20-21.

### Projects:

| No. | Project Name |
|---|---|
| 1 | BFS - Program Administration |
| 2 | BFS - Fiscal Support Administration |
| 3 | DCS - CAD Administration |
| 4 | DCS - CBDD Administration |
| 5 | DCS - Work Readiness Program |
| 6 | DPR - Foster Botanical Garden Rehabilitation |
| 7 | DPR - Kalihi Valley District Park Rehabilitation |
| 8 | DPR - Kamehameha Community Park Rehabilitation |
| 9 | DPR - Kauluwela Community Park Rehabilitation |
| 10 | DPR - Makaha Community Park Rehabilitation |
| 11 | DPR - Palolo District Park Rehabilitation |
| 12 | DPR - Waialua District Park Rehabilitation |
| 13 | DPR - P & E for the Waianae District Park Rehabilitation |
| 14 | DPR - P & E for the Maili Community Park Rehabilitation |
| 15 | DPR - P & E for the Waipahu District Park Rehabilitation |
| 16 | DPR - P & E for the Fern Community Park Rehabilitation |
| 17 | DPR - P & E for the Pililaau Community Park Rehabilitation |
| 18 | DPR - P & E for the Beretania Community Park Rehabilitation |

| No. | CDBG Other - Alternate Project Name |
|---|---|
| 1 | DPR - P & E for the Beretania Community Park Rehabilitation |
| 2 | DPR - P & E for the Peter Buck Mini Park Rehabilitation |
| 3 | DPR - P & E for the Kalihi Waena Neighborhood Park Rehabilitation |
| 4 | Honolulu Fire Department (HFD) - Waianae Tanker Apparatus |
| 5 | HFD - Wahiawa Tanker Apparatus |
| 6 | HFD - Nanakuli Tanker Apparatus |
| 7 | HFD - Hauula Tanker Apparatus |
| 8 | HFD – Makiki Pumper Apparatus |
| 9 | HFD – Kalihi Pumper Apparatus |
| 10 | HFD – Waialua Pumper Apparatus |

**Table 8 - CDBG Project Information**

| No. | Project Name |
|---|---|
| 1 | BFS - Program Administration |
| 2 | DCS - CBDD Administration |
| 3 | DCS - TBRA Administration |
| 4 | DCS - TBRA Program |
| 5 | DCS - Down Payment Loan Program |
| 6 | Housing First Rental Assistance Program |
| 7 | Honolulu Habitat for Humanity - Building Homes for Low Income Families |

| No. | HOME - Alternate Project Name |
|---|---|
| 1 | DCS - Down Payment Loan Program |

**Table 9 - HOME Project Information**

| No. | Project Name |
|---|---|
| 1 | DCS - Program Administration |
| 2 | Family Promise of Hawaii - Emergency Shelter and Homelessness Prevention |
| 3 | Gregory House Programs - Rapid Re-Housing |
| 4 | IHS, The Institute for Human Services - Rapid Re-Housing and Homelessness Prevention |
| 5 | IHS, The Institute for Human Services - Sumner Street Emergency Shelter |
| 6 | Kalihi-Palama Health Center - Rapid Re-Housing and Homelessness Prevention |
| 7 | Mental Health Kokua – Essential Services |

**Table 10 - ESG Project Information**

| No. | Project Name |
|---|---|
| 1 | Gregory House Programs - Financial Assistance and Support Services for Persons with HIV/AIDS |
| 2 | Hawaii Health & Harm Reduction Center - Support Services for Persons with HIV/AIDS |
| 3 | DCS - Program Administration |

**Table 11 - HOPWA Project Information**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:**

As a requirement to continuing to receive funds from HUD, the City must submit annually a one-year AP which details the housing and community development activities that it intends to carry out using monies from HUD CPD programs (i.e. CDBG, HOME, ESG, HOPWA, HTF). The City will identify and reserve portions of funding for City capital improvement and public service projects (City Sponsored Initiatives) and may reserve portions of the funding for delayed projects carried forward from prior-year APs. Subject to the availability of funds, proposals from qualified non-profits are solicited annually through a NOFA process for CDBG public service projects, HOME, HTF, and ESG projects and every five (5) years for HOPWA projects.

Funding decisions for the annual AP are based on the needs and strategies identified in the amended Consolidated Plan. City staff will review all proposals for eligibility, timeliness, and other factors related to HUD requirements. Funding recommendations for the ESG, HOPWA, and HTF programs will be made by selection committees comprised of members from various nonprofit agencies with oversight provided by City staff. All eligible CDBG, HOME, ESG, HOPWA, and HTF proposals will be forwarded to the Managing Director who will select the projects for funding.

All funding recommendations are presented to the public for comment and the City Council for approval before being submitted to HUD.

For the CDBG, HOME, ESG, HOPWA and HTF programs, the City may include a list of alternate projects each year in the Annual AP. If funds become available from program income or because a funded project is delayed, canceled, performed at a lower cost than the budgeted amount, or proves not feasible for funding, the Administration may select an alternate project from the current Annual AP.

In the event that projects recommended for funding are not proceeding in a timely manner or other issues are encountered, which will jeopardize current and/or future HUD CPD programs funding, the Administration may, in accordance with any applicable ordinance requirements or budget procedures, re-direct funds to any of the following activities, in any order:

- Increased funding for projects selected under the current-year AP or previously selected under a prior year AP, where the funds can be spent within twelve (12) months after contract amendment;

- Capital Improvement Projects undertaken by the City that: (1) fulfill the CDBG National Objective of principally benefiting LMI persons; (2) are identified in the City budget; and (3) require additional funding.

- Property acquisition projects either by the City or by non-profit subrecipients that fulfill either the CDBG National Objective of principally benefiting LMI persons or HOME or HTF program eligibility requirements;

- Capital Improvement or Acquisition Projects on prior year Alternate Lists that have the requisite approvals and permits in place and are ready for construction so that CDBG, HOME, or HTF funds can be spent within twelve (12) months upon contract execution;

- Other Projects which have previously completed a Competitive Selection process, within the last two (2) years, conducted by the City that have the requisite approvals and permits in place and are ready for construction so that CDBG funds can be spent within twelve (12) months upon contract execution.

Upon identification of eligible projects and prior to the submission of any required AP amendment or reprogramming resolution, the Administration shall provide the City Council with a list of said projects.

Obstacles to addressing underserved needs stem from a lack of funding, although the City will collaborate with other agencies to address any shortfalls.

# Projects

## AP-38 Projects Summary

### Project Summary Information:

| | | |
|---|---|---|
| | **Project Name** | BFS - Program Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | CDBG - $1,208,574 |
| | **Description** | Provision of grant funds for administration of City HUD-funded programs. This is a continuation project.<br>CDBG funds will be used for General Program Administration, eligible under 24 CFR 570.206(a). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 925 Dillingham Boulevard, Suite 240, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Partial Funding for 13 positions = 12 Full Time Equivalent (FTE). Federal Grants Coordinator (1), Planners (11), and a Senior Clerk Typist (1). Time sheets are submitted to accurately reflect staff time being charged to the program. |

| | | |
|---|---|---|
| | **Project Name** | BFS - Fiscal Support |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | CDBG: $48,900 |
| | **Description** | Provision of grant funds for fiscal support of HUD-funded programs. This is a continuation project. CDBG funds will be used for General Program Administration, eligible under 24 CFR 570.206(a). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 650 South King Street, Honolulu, Hawaii 96813 |
| | **Planned Activities** | Partial Funding for 6 positions = 2 FTE. Account Clerk (1), Accountant II (1), Accountant III (2), Accountant IV (1), and Accountant V (1). Time sheets are submitted to accurately reflect staff time being charged to the program. |

| | | |
|---|---|---|
| | **Project Name** | DCS - CAD |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | CDBG - $225,728 |
| | **Description** | Provision of grant funds for administrative support of the DCS CAD. This is a continuation project. CDBG funds will be used for General Program Administration, eligible under 24 CFR 570.206(a). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 51 Merchant Street, Honolulu, Hawaii 96813 |
| | **Planned Activities** | Partial Funding for 9 positions = 3 FTE. Branch Chief (1), Rehab Loan Specialists (2), Urban Rehab Inspectors (3), Rehab Loan Clerk (1), and Senior Clerk Typists (2). Time sheets are submitted to accurately reflect staff time being charged to the program. |

| | | |
|---|---|---|
| | **Project Name** | DCS - CBDD |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | CDBG - $225,516 |
| | **Description** | Provision of grant funds for administrative support of the DCS CBDD. The City certifies that CDBG administrative funds will not be used to pay for staff time administering the ESG, HOPWA, and CoC programs. This is a continuation project.<br>CDBG funds will be used for General Program Administration, eligible under 24 CFR 570.206(a). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 925 Dillingham Boulevard, Suite 200, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Partial Funding for 20 positions = 16 FTE. Administrator (1), Planners (16), Standards and Specifications Clerk (1), Senior Clerk Typist (1) and an Engineer (1). Time sheets are submitted to accurately reflect staff time being charged to the program. Funding may be assigned to a position in the Department of Design and Construction, which will assist with the administration of City funded projects. |

| | | |
|---|---|---|
| | **Project Name** | DCS - Work Readiness Program |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP1 – Homeless Services |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | CDBG - $380,000 |
| | **Description** | Provision of grant funds for an employment and work readiness program for persons experiencing homelessness. Services include work readiness and life skills training, financial management, vocational training in a classroom or worksite setting, and job search skills training. This is a continuation project.<br>CDBG funds will be used to provide employment services, eligible under 24 CFR §570.201(e), and will meet the CDBG national objective described in 24 CFR §570.208(a)(2)(i)(A), an activity that benefits a clientele (homeless persons) who are generally presumed to be principally LMI persons. |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 185 persons/families experiencing homelessness will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1505 Dillingham Boulevard, Room 216, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately 185 persons experiencing homelessness will be provided services including, but not limited to, work readiness and life skills training, financial management, vocational training in a classroom or worksite setting, and job search skills training. |

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| | **Project Name** | DPR - Foster Botanical Garden Rehabilitation |
| | **Target Area** | Downtown Region |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $2,045,000<br>$ 45,000 (PY19/FY20 CDBG EN Funds)<br>$ 600,000 (PY20/FY21 CDBG EN Funds)<br>$1 400,000 (PY21/FY22 CDBG EN Funds - Conditional on Appropriation and Allocation)<br>$2,045,000 Total |
| | **Description** | Provision of grant funds for the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Foster Botanical Garden. The park's normal hours of operation are: Daily, 9 am - 4 pm. This is a continuation project.<br>CDBG funds will be used to renovate a public facility, eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(2)(ii), an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of Census' Current Population Reports definition of "severely disabled." |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 100,000 potential users of the park will benefit from the activities that will be supported under this project. |
| | **Location Description** | 180 North Vineyard Boulevard, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Rehabilitation will be limited to the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Foster Botanical Garden. Improvements include accessible ramps, walkways, and comfort stations. |

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| | **Project Name** | DPR - Kalihi Valley District Park Rehabilitation |
| | **Target Area** | Kalihi Valley |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $1,755,000<br>$ 55,000 (PY19/FY20 CDBG EN Funds)<br>$ 600,000 (PY20/FY21 CDBG EN Funds)<br>$1,100,000 (PY21/FY22 CDBG EN Funds - Conditional on Appropriation and Allocation)<br>$1,755,000 Total |
| | **Description** | Provision of grant funds for removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Kalihi Valley District Park. The park's normal hours of operation are: Daily, 6 am - 10 pm. This is a continuation project.<br>CDBG funds will be used to renovate a public facility, eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(2)(ii), an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of Census' Current Population Reports definition of "severely disabled." |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 100,000 potential users of the park will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1911 Kamehameha IV Road, Honolulu, Hawaii 96819 |
| | **Planned Activities** | Rehabilitation will be limited to the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Kalihi Valley District Park. Improvements include improved accessibility in the gym, multi-purpose facility, comfort stations, and accessible ramps and walkways. |

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| | **Project Name** | DPR - Kamehameha Community Park Rehabilitation |
| | **Target Area** | Kalihi-Palama |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG: $2,210,000<br>$1,210,000 (PY19/FY20 CDBG EN Funds)<br>$1,000,000 (PY20/FY21 CDBG EN Funds)<br>$2,210,000 Total |
| | **Description** | Provision of grant funds for the construction phase of the Kamehameha Community Park rehabilitation project. The park's normal hours of operation are: Daily, 9 am - 9 pm. This is a continuation project.<br>CDBG funds will be used to renovate a public facility, eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 63.01, 63.02, 62.01, 64.01, 64.02, 60, and 61. |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 48,370 residents of the Kalihi community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1400 Kalihi Street, Honolulu, Hawaii 96819 |
| | **Planned Activities** | Rehabilitation of the Kamehameha Community Park, which includes, but is not limited to: roof replacement and structural improvements to the recreational building, irrigation system replacement, reconstructing the parking lot, installation of park equipment and amenities, sidewalk replacement, and the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons. |

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| | **Project Name** | DPR - Kauluwela Community Park Rehabilitation |
| | **Target Area** | Kalihi-Palama |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $1,401,000<br>$ 772,875 (PY19/FY20 CDBG EN Funds)<br>$ 628,125 (PY20/FY21 CDBG EN Funds)<br>$1,401,000 Total |
| | **Description** | Provision of grant funds for the construction phase of the Kauluwela Community Park rehabilitation project. The park's normal hours of operation are: Daily, 9 am - 9 pm. This is a continuation project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 53, 50, 51, 52, 54, 55. |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 53,330 residents in the Kalihi-Palama community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 402 Kauluwela Place, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Rehabilitation of the Kauluwela Community Park, which includes, but is not limited to: renovation to the recreational facility, parking lot reconstruction, and the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons. |

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| | **Project Name** | DPR - Makaha Community Park Rehabilitation |
| | **Target Area** | Waianae Region |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG: $1,310,000<br>$ 752,875 (PY19/FY20 CDBG EN Funds)<br>$ 557,125 (PY20/FY21 CDBG EN Funds)<br>$1,310,000 Total |
| | **Description** | Provision of grant funds for the construction phase of the Makaha Community Park rehabilitation project. The park's normal hours of operation are: Daily, 9 am - 9 pm. This is a continuation project.<br>CDBG funds will be used to renovate a public facility, eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 97.01, 98.01, and 98.02. |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 11,190 residents of the Makaha community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 84-730 Manuku Street, Waianae, Hawaii 96792 |
| | **Planned Activities** | Rehabilitation of the Makaha Community Park, which includes, but is not limited to: roof replacement to a multi-purpose building, comfort station improvements, installation of park equipment and amenities, and the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons. |

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| | **Project Name** | DPR - Palolo District Park Rehabilitation |
| | **Target Area** | Palolo |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $1,580,000<br>$ 792,875 (PY19/FY20 CDBG EN Funds)<br>$ 787,125 (PY20/FY21 CDBG EN Funds)<br>$1,580,000 Total |
| | **Description** | Provision of grant funds for the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Palolo District Park. The park's normal hours of operation are: Daily, 6 am - 10 pm. This is a continuation project.<br>CDBG funds will be used to renovate a public facility, eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(2)(ii), an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of Census' Current Population Reports definition of "severely disabled." |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 100,000 potential users of the park will benefit from the activities that will be supported under this project. |
| | **Location Description** | 2007 Palolo Avenue, Honolulu, Hawaii 96816 |
| | **Planned Activities** | Rehabilitation will be limited to the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Palolo District Park. Improvements include accessibility to the gym, multi-purpose facility, and comfort stations, and improved accessible ramps and walkways. |

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| | **Project Name** | DPR - Waialua District Park Rehabilitation |
| | **Target Area** | Waialua |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $1,125,000<br>$ 837,875 (PY19/FY20 CDBG EN Funds)<br>$ 287,125 (PY20/FY21 CDBG EN Funds)<br>$1,125,000 Total |
| | **Description** | Provision of grant funds for the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Waialua District Park. The park's normal hours of operation are: Daily, 6 am - 10 pm. This is a continuation project.<br>CDBG funds will be used to renovate a public facility, eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(2)(ii), an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of Census' Current Population Reports definition of "severely disabled." |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 100,000 potential users of the park will benefit from the activities that will be supported under this project. |
| | **Location Description** | 67-180 Goodale Avenue, Waialua, Hawaii 96791 |
| | **Planned Activities** | Rehabilitation will be limited to the removal of material architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at the Waialua District Park. Improvements include accessibility to the gym and comfort stations, and improved accessible ramps and walkways. |

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| | **Project Name** | DPR - P & E for the Waianae District Park Rehabilitation |
| | **Target Area** | Waianae Region |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $365,000 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Waianae District Park rehabilitation project. The park's normal hours of operation are: Daily, 5 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 96.03, 96.08, 97.01, 97.03, 98.01, and 98.02. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 30,735 residents in the Waianae community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 85-601 Farrington Highway, Waianae, Hawaii 96792 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Waianae District Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Maili Community Park Rehabilitation |
| | **Target Area** | Waianae Region |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $620,000 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Maili Community Park rehabilitation project. The park's normal hours of operation are: Daily, 5 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts. 96.03, 96.08, 97.03, and 97.04. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 17,760 residents in the Maili community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 87-360 Kulaaupuni Street, Waianae, Hawaii 96792 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Maili Community Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Waipahu District Park Rehabilitation |
| | **Target Area** | Waipahu |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $105,000 |
| | **Description** | Provision of grant funds for the design phase of the Waipahu District Park rehabilitation project. The park's normal hours of operation are: Daily, 6 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility, eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(2)(ii), an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of Census' Current Population Reports definition of "severely disabled." |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 100,000 potential users of the park will benefit from the activities that will be supported under this project. |
| | **Location Description** | 94-230 Paiwa Street, Waipahu, Hawaii 96797 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Waipahu District Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Fern Community Park Rehabilitation |
| | **Target Area** | Kalihi-Palama |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $125,000 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Fern Community Park rehabilitation project. The park's normal hours of operation are: Daily, 6 am - 8 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 48, 56, 57, 58 59 60, 61, 62, 63, 66, and 67. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 36,105 residents in the Kalihi-Palama community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1201 Middle Street, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Fern Community Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Pililaau Community Park Rehabilitation |
| | **Target Area** | Waianae Region |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $690,000 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Pililaau Community Park rehabilitation project. The park's normal hours of operation are: Daily, 5 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 97.01, 97.03 and 97.04. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 15,440 residents in the Pililaau community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 85-166 Plantation Road, Waianae, Hawaii 96792 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Pililaau Community Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Beretania Community Park Rehabilitation |
| | **Target Area** | Kalihi-Palama |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $90,372 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Beretania Community Park rehabilitation project. The park's normal hours of operation are: Daily, 5 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 39, 40, 41, 42, 43, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 47,785 residents in the Kalihi-Liliha community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1290 Aala Street, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Beretania Community Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Beretania Community Park Rehabilitation<br>(CDBG Alternate #1) |
| | **Target Area** | Kalihi-Palama |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $189,628 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Beretania Community Park rehabilitation project. The park's normal hours of operation are: Daily, 5 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 39, 40, 41, 42, 43, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 47,785 residents in the Kalihi-Liliha community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1290 Aala Street, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Beretania Community Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Peter Buck Mini Park Rehabilitation<br>(CDBG Alternate #2) |
| | **Target Area** | Kalihi-Palama |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $200,000 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Peter Buck Mini Park rehabilitation project. The park's normal hours of operation are: Daily, 5 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 48, 56, 57, 58, 60, and 61. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 22,620 residents in the Kalihi-Palama community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1222 Houghtailing Street, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Peter Buck Mini Park rehabilitation project. |

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| | **Project Name** | DPR - P & E for the Kalihi Waena Neighborhood Park Rehabilitation<br>(CDBG Alternate #3) |
| | **Target Area** | Kalihi-Palama |
| | **Goals Supported** | PF1 – Public Improvements |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $530,000 |
| | **Description** | Provision of grant funds for the design, planning, and engineering of the Kalihi Waena Neighborhood Park rehabilitation project. The park's normal hours of operation are: Daily, 5 am - 10 pm. This is a new project.<br>CDBG funds will be used to renovate a public facility eligible under 24 CFR §570.201(c), and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 48, 56, 58, 60, 61, 62, 63, and 64. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 26,910 residents in the Kalihi-Palama community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 2020 Buckley Street, Honolulu, Hawaii 96819 |
| | **Planned Activities** | Environmental review, planning, design, and engineering for the DPR - Kalihi Waena Neighborhood Park rehabilitation project. |

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| | **Project Name** | HFD - Waianae Tanker Apparatus<br>(CDBG Alternate #4) |
| | **Target Area** | Waianae Region |
| | **Goals Supported** | PF2 – Emergency Facilities |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $750,000 |
| | **Description** | Provision of grant funds for the acquisition of a tanker apparatus. This is a new project.<br>CDBG funds will be used to acquire an engine apparatus, eligible under 24 CFR 570.201(c), and will meet the CDBG national objective described in 24 CFR 570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 96.08, 97.01, 97.03, 97.04, 98.01, and 98.02. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 26,585 residents of the Waianae community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 85-645 Farrington Highway, Waianae, Hawaii 96792 |
| | **Planned Activities** | Acquisition of a tanker apparatus for LMI neighborhoods currently being serviced by the Waianae Fire Station. |

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| | **Project Name** | HFD - Wahiawa Tanker Apparatus<br>(CDBG Alternate #5) |
| | **Target Area** | Wahiawa Region |
| | **Goals Supported** | PF2 – Emergency Facilities |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $750,000 |
| | **Description** | Provision of grant funds for the acquisition of a tanker apparatus. This is a new project.<br>CDBG funds will be used to acquire an engine apparatus, eligible under 24 CFR 570.201(c), and will meet the CDBG national objective described in in 24 CFR 570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 91, 92, 93, 94, and 100. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 21,905 residents of the Wahiawa community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 640 California Avenue, Wahiawa, Hawaii 96786 |
| | **Planned Activities** | Acquisition of a tanker apparatus for LMI neighborhoods currently being serviced by the Wahiawa Fire Station. |

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| | **Project Name** | HFD - Nanakuli Tanker Apparatus<br>(CDBG Alternate #6) |
| | **Target Area** | Nanakuli Region |
| | **Goals Supported** | PF2 – Emergency Facilities |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $750,000 |
| | **Description** | Provision of grant funds for the acquisition of a tanker apparatus. This is a new project.<br>CDBG funds will be used to acquire an engine apparatus, eligible under 24 CFR 570.201(c), and will meet the CDBG national objective described in in 24 CFR 570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 86.11, 86.12, 94.002, 96.03, and 96.08. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 24,420 residents of the Nanakuli community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 89-334 Nanakuli Avenue, Waianae, Hawaii 96792 |
| | **Planned Activities** | Acquisition of a tanker apparatus for LMI neighborhoods currently being serviced by the Nanakuli Fire Station. |

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| | **Project Name** | HFD - Hauula Tanker Apparatus<br>(CDBG Alternate #7) |
| | **Target Area** | Hauula Region |
| | **Goals Supported** | PF2 – Emergency Facilities |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $750,000 |
| | **Description** | Provision of grant funds for the acquisition of a tanker apparatus. This is a new project.<br>CDBG funds will be used to acquire an engine apparatus, eligible under 24 CFR 570.201(c), and will meet the CDBG national objective described in in 24 CFR 570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are LMI persons. The project will predominantly service Census Tracts 102.01, and 102.02. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 10,780 residents of the Hauula community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 54-064 Kamehameha Highway, Hauula, Hawaii 96717 |
| | **Planned Activities** | Acquisition of a tanker apparatus for LMI neighborhoods currently being serviced by the Hauula Fire Station. |

| | | |
|---|---|---|
| | **Project Name** | HFD - Makiki Pumper Apparatus<br>(CDBG Alternate #8) |
| | **Target Area** | Makiki Area |
| | **Goals Supported** | PF2 – Emergency Facilities |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $1,000,000 |
| | **Description** | Provision of grant funds for the acquisition of an engine apparatus. This is a new project.<br>CDBG funds will be used to acquire an engine apparatus, eligible under 24 CFR 570.201(c), and will meet the CDBG national objective described in 24 CFR 570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are low- and moderate-income persons. The project will predominantly service Census Tracts 27.02, 32, 33, 34.03, 34.04, 34.05, 34.06, 34,07, 41, and 44. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 33,990 residents of the Makiki community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1202 Wilder Avenue, Honolulu, Hawaii 96822 |
| | **Planned Activities** | Acquisition of an pumper apparatus for low- and moderate-income neighborhoods currently being serviced by the Makiki Fire Station. |

| | | |
|---|---|---|
| | **Project Name** | HFD - Kalihi Pumper Apparatus<br>(CDBG Alternate #9) |
| | **Target Area** | Kalihi Area |
| | **Goals Supported** | PF2 – Emergency Facilities |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $1,000,000 |
| | **Description** | Provision of grant funds for the acquisition of an engine apparatus. This is a new project.<br>CDBG funds will be used to acquire an engine apparatus, eligible under 24 CFR 570.201(c), and will meet the CDBG national objective described in 24 CFR 570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are low- and moderate-income persons. The project will predominantly service Census Tracts 48, 56, 58, 60, 61, 62.01, 64.01, and 66. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 24,095 residents of the Kalihi community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1742 North King Street, Honolulu, Hawaii 96819 |
| | **Planned Activities** | Acquisition of an pumper apparatus for low- and moderate-income neighborhoods currently being serviced by the Kalihi Fire Station. |

| | | |
|---|---|---|
| | **Project Name** | Honolulu Fire Department - Waialua Pumper Apparatus<br>(CDBG Alternate #10) |
| | **Target Area** | Waialua Area |
| | **Goals Supported** | PF2 – Emergency Facilities |
| | **Needs Addressed** | Public Facilities Improvements and Infrastructure |
| | **Funding** | CDBG - $1,000,000 |
| | **Description** | Provision of grant funds for the acquisition of an engine apparatus. This is a new project.<br>CDBG funds will be used to acquire an engine apparatus, eligible under 24 CFR 570.201(c), and will meet the CDBG national objective described in 24 CFR 570.208(a)(1), the benefits of which are available to all the residents in a particular area, where at least 51 percent (51%) of the residents are low- and moderate-income persons. The project will predominantly service Census Tracts 93, 99.02, and 99.04. |
| | **Target Date of Completion** | 6/30/2023 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 10,520 residents of the Waialua community will benefit from the activities that will be supported under this project. |
| | **Location Description** | 66-420 Haleiwa Road, Haleiwa, Hawaii 96712 |
| | **Planned Activities** | Acquisition of an engine apparatus for low- and moderate-income neighborhoods currently being serviced by the Waialua Fire Station. |

| | | |
|---|---|---|
| | **Project Name** | BFS - Program Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | HOME - $59,403 |
| | **Description** | Provision of grant funds for the administration and coordination of the HOME program. This is a continuation project.<br>HOME funds will be utilized to provide administrative costs, eligible under 24 CFR 92.207(a)(1). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 925 Dillingham Boulevard, Suite 240, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Partial funding for 13 positions = 1 FTE. Federal Grants Coordinator (1), Planners (11), and a Senior Clerk Typist (1). Time sheets are submitted to accurately reflect staff time being charged to the program. |

| | | |
|---|---|---|
| | **Project Name** | DCS - CBDD |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | HOME - $73,958 |
| | **Description** | Provision of grant funds for administrative support of the DCS CBDD. The City certifies that HOME administrative funds will not be used to pay for staff time administering the ESG, HOPWA, and CoC programs. This is a continuation project.<br>HOME funds will be utilized to provide administrative costs, eligible under 24 CFR 92.207(a)(1). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 925 Dillingham Boulevard, Suite 200, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Partial Funding for 3 positions = 2.0 FTE. Planners (3) - vacant. Time sheets are submitted to accurately reflect staff time being charged to the program. |

| | | |
|---|---|---|
| | **Project Name** | DCS - Tenant Based Rental Assistance Program Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | HOME - $205,212 |
| | **Description** | Provision of grant funds for the administration and coordination of the Tenant Based Rental Assistance program. This is a continuation project.<br>HOME funds will be utilized to provide administrative costs, eligible under 24 CFR 92.207(a)(1). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 1505 Dillingham Boulevard, Room 216, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Partial funding for 8 positions = 3 FTE. Administrator, Community Services Specialists (2), Planner (2), Clerk Typist, Accountant and Housing Assistant Specialist. Time sheets are submitted to accurately reflect staff time being charged to the program. |

| | | |
|---|---|---|
| | **Project Name** | DCS - Tenant Based Rental Assistance Program |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP5 – Rental Assistance |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | HOME - $810,576 |
| | **Description** | Provision of grant funds to expand rental assistance services to eligible low-income persons. This is a continuation project.<br>HOME funds will be utilized to provide tenant-based rental assistance, including security deposits, eligible under 24 CFR 92.209. |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 80 low-income households will benefit from the activities that will be supported under this project. |
| | **Location Description** | 1505 Dillingham Boulevard, Room 216, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately 80 low-income households will be provided rental assistance. |

| | | |
|---|---|---|
| | **Project Name** | DCS - Down Payment Loan Program |
| | **Target Area** | Citywide |
| | **Goals Supported** | HO1 – Down Payment Assistance |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOME - $450,000; HOME Program Income - $550,000 |
| | **Description** | Provision of grant funds to assist low-income, first-time homebuyers. This is a continuation project.<br>HOME funds will be utilized to provide assistance to home buyers, eligible under 24 CFR 92.206(c). |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 25 low-income first-time homebuyers will benefit from the activities that will be supported under this project. |
| | **Location Description** | 51 Merchant Street, Honolulu, Hawaii 96813 |
| | **Planned Activities** | Approximately 25 low-income first-time homebuyers will be provided zero interest down payment loans. |

| | | |
|---|---|---|
| | **Project Name** | Housing First Rental Assistance Program |
| | **Target Area** | Waikiki Region<br>Waianae Region<br>Downtown Region<br>Citywide |
| | **Goals Supported** | HP5 – Rental Assistance |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | HOME - $894,432 |
| | **Description** | Provision of grant funds to provide Housing First rental assistance services to eligible low income persons.<br>The City will procure and execute a contract for services. Rental assistance under this project will not be provided until HUD approves the written policies and procedures.<br>HOME funds will not supplant other funding.<br>HOME funds will be utilized to provide tenant-based rental assistance, including security deposits, eligible under 24 CFR 92.209. |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 100 low-income households will benefit from the activities that will be supported under this project. |
| | **Location Description** | 925 Dillingham Boulevard, Suite 200, Honolulu Hawaii 96817 |
| | **Planned Activities** | Approximately 100 low-income households will be provided rental assistance. |

| | | |
|---|---|---|
| | **Project Name** | Honolulu Habitat for Humanity - Building Homes for Low-Income Families<br>Community Housing Development Organization Project |
| | **Target Area** | Citywide |
| | **Goals Supported** | AH1 – Affordable Housing |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOME - $430,000 |
| | **Description** | Provision of grant funds for the demolition and re-construction of two (2) homes currently occupied by low-income families. This is a new project.<br>Honolulu Habitat for Humanity plans to act as the developer. Properties will be quick deeded to Honolulu Habitat for Humanity and when development is complete, Honolulu Habitat for Humanity will transfer the property to the homebuyer who is likely the family that lived on the property prior to development. This is a homebuyer activity.<br>HOME funds will be utilized to develop and support affordable housing, through new construction, eligible under 24 CFR 92.206. |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately two (2) low-income households will benefit from the activities that will be supported under this project. |
| | **Location Description** | 922 Austin Ln C-1, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Construction of two (2) homes to be occupied by low-income households. |

| | | |
|---|---|---|
| | **Project Name** | DCS - Down Payment Loan Program<br>(HOME Alternate #1) |
| | **Target Area** | Citywide |
| | **Goals Supported** | HO1 – Down Payment Assistance |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOME - $400,000 |
| | **Description** | Provision of grant funds to assist low-income, first-time homebuyers. This is a continuation project.<br>HOME funds will be utilized to provide assistance to home buyers, eligible under 24 CFR 92.206(c). |
| | **Target Date of Completion** | 6/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 10 low-income first-time homebuyers will benefit from the activities that will be supported under this project. |
| | **Location Description** | 51 Merchant Street, Honolulu, Hawaii 96813 |
| | **Planned Activities** | Approximately 10 low-income first-time homebuyers will be provided zero interest down payment loans. |

| | | |
|---|---|---|
| | **Project Name** | DCS - Program Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | ESG Funds - $51,135; City General Funds - $51,135 |
| | **Description** | Grant funds for administrative costs related to the ESG program.<br>ESG funds will be utilized to provide administrative costs, eligible under 24 CFR § 576.108. |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 925 Dillingham Boulevard, Suite 200, Honolulu Hawaii 96817 |
| | **Planned Activities** | Partial funding for 2 positions = 1.5 FTE. Two (2) Planners. Time sheets are submitted to accurately reflect staff time being charged to the program. |

| | | |
|---|---|---|
| | **Project Name** | Family Promise of Hawaii - Housing Placement for Homeless Families with Children |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP1 – Homeless Services and HP3 – Homelessness Prevention Services |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | ESG Funds - $222,592.42; City General Funds - $27,407.58<br>Shelter - $122,592.42 (ESG Funds); $27,407.58 (City General Funds)<br>Homelessness Prevention - $100,000 (ESG Funds) |
| | **Description** | Grant funds for essential services at an emergency shelters for homeless families and a homelessness prevention program, which includes short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs.<br>ESG funds will be utilized to provide Shelter operating costs eligible under 24 CFR § 576.102.<br>ESG funds will be utilized to provide homelessness prevention assistance, eligible under 24 CFR § 576.103.<br>The City recognizes that City General funded Shelter and Homelessness Prevention projects must meet all requirements that apply to ESG funds. |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 240 persons and 65 households at-risk of becoming homeless will be supported under this project. |
| | **Location Description** | 245 North Kukui Street, Honolulu, Hawaii 96819 |
| | **Planned Activities** | Approximately 240 persons experiencing homelessness will be provided shelter.<br>Approximately 65 households at-risk of becoming homeless will be provided short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs. |

| | | |
|---|---|---|
| | **Project Name** | Gregory House Programs – Rapid Re-Housing |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP4 – Re-Housing Services |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | ESG Funds - $37,046.58 |
| | **Description** | Grant funds for a rapid re-housing program, which includes short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs.<br>ESG funds will be utilized to provide rapid re-housing assistance, eligible under 24 CFR § 576.104. |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately seven (7) households experiencing homelessness will be supported under this project. |
| | **Location Description** | 200 North Vineyard Boulevard, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately seven (7) households experiencing homelessness will be provided short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs. |

| | | |
|---|---|---|
| | **Project Name** | IHS, The Institute for Human Services - Kaamahu |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP3 – Homelessness Prevention Services and HP4 – Re-Housing Services |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | City General Funds - $278,672.42<br>Homelessness Prevention - $89,496.42; Rapid Re-Housing - $189,176 |
| | **Description** | Grant funds for a homelessness prevention program, which includes short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs and a rapid re-housing program, which includes short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs.<br>ESG funds will be utilized to provide homelessness prevention assistance, eligible under 24 CFR § 576.103.<br>ESG funds will be utilized to provide rapid re-housing assistance, eligible under 24 CFR § 576.104.<br>The City recognizes that City General funded Homelessness Prevention and Rapid Re-Housing projects must meet all requirements that apply to ESG funds. |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 21 households at-risk of becoming homeless and 48 households experiencing homelessness will be supported under this project. |
| | **Location Description** | 916 Ka'amahu Place #A, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately 21 households at-risk of becoming homeless will be provided short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs<br>Approximately 48 households experiencing homelessness will be provided short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs. |

| | | |
|---|---|---|
| | **Project Name** | IHS, The Institute for Human Services - Sumner Street Emergency Shelter |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP1 – Homeless Services and HP2 – Homeless Operations |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | City General Funds - $324,593<br>Essential Services - $155,692; Shelter Operations - $168,901 |
| | **Description** | Grant funds for operating costs and essential services at the Sumner Street Emergency Shelter for Men.<br>ESG funds will be utilized to provide essential services and operating costs, eligible under 24 CFR § 576.102.<br>The City recognizes that City General funded Shelter projects must meet all requirements that apply to ESG funds. |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 700 males experiencing homelessness will be supported under this project. |
| | **Location Description** | 350 Sumner Street, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately 700 males experiencing homelessness will be provided shelter. |

| | | |
|---|---|---|
| | **Project Name** | Kalihi-Palama Health Center - Rapid Re-Housing and Homelessness prevention |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP3 – Homelessness Prevention Services and HP4 – Re-Housing Services |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | ESG Funds- $214,954<br>Homelessness Prevention - $151,067; Rapid Re-Housing - $63,887 |
| | **Description** | Grant funds for a homelessness prevention program, which includes short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs and a rapid re-housing program, which includes short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs.<br>ESG funds will be utilized to provide homelessness prevention assistance, eligible under 24 CFR § 576.103.<br>ESG funds will be utilized to provide rapid re-housing assistance, eligible under 24 CFR § 576.104. |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 110 households at-risk of becoming homeless and 48 households experiencing homelessness will be supported under this project. |
| | **Location Description** | 904 Kohou Street, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately 110 households at-risk of becoming homeless will be provided short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs<br>Approximately 48 households experiencing homelessness will be provided short-term or medium-term rental assistance, financial assistance, and housing relocation and stabilization services, excluding moving costs. |

| | | |
|---|---|---|
| | **Project Name** | Mental Health Kokua |
| | **Target Area** | Citywide |
| | **Goals Supported** | HP1 - Homeless Services |
| | **Needs Addressed** | Homelessness and Homelessness Prevention |
| | **Funding** | ESG Funds- $156,080 |
| | **Description** | Grant funds for essential services at an emergency shelters for homeless families.<br>ESG funds will be utilized to provide essential services, eligible under 24 CFR § 576.102. |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 84 individuals experiencing homelessness will be supported under this project. |
| | **Location Description** | 126 North Pauahi Street, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately 84 persons experiencing homelessness will be provided shelter. |

| | | |
|---|---|---|
| | **Project Name** | Gregory House Program - Financial Assistance and Support Services for Persons with HIV/AIDS |
| | **Target Area** | Citywide |
| | **Goals Supported** | SN2 – Housing for Persons with HIV/AIDS and SN3 – Services for Persons with HIV/AIDS |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOPWA - $492,926 |
| | **Description** | Provision of funds for tenant-based rental assistance, short-term rent/mortgage/utility assistance, supportive services, and administrative expenses to support persons with HIV/AIDS. HOPWA funds will be utilized to provide the following: Project- or tenant-based rental assistance ($371,471), eligible under 24 CFR 574.300(b)(5);STRMU ($20,000), eligible under 24 CFR 574.300(b)(6);Supportive services ($66,955), eligible under 24 CFR 574.300(b)(7); and Payment of reasonable administrative expense ($34,500), eligible under 24 CFR 574.300(b)(10)(ii). |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 32 households will be provided Project- or tenant-based rental assistance;<br>14 households will be provided Short-term rent, mortgage, and utility payments; and<br>160 persons will be provided Supportive services. |
| | **Location Description** | 200 North Vineyard Boulevard, Suite A310, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Approximately 206 persons with HIV/AIDS and their families will be provided tenant-based rental assistance, short-term rent/mortgage/utility assistance, and supportive services. |

| | | |
|---|---|---|
| | **Project Name** | Hawaii Health & Harm Reduction Center - Support Services for Persons with HIV/AIDS |
| | **Target Area** | Citywide |
| | **Goals Supported** | SN3 – Services for Persons with HIV/AIDS |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOPWA - $123,231 |
| | **Description** | Provision of funds for supportive services to support persons with HIV/AIDS. HOPWA funds will be utilized to provide supportive services, eligible under 24 CFR 574.300(b)(7). |
| | **Target Date of Completion** | 8/31/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 36 new homeless clients with HIV/AIDS and their families will be supported under this project. |
| | **Location Description** | 677 Ala Moana Boulevard, Honolulu, Hawaii 96813 |
| | **Planned Activities** | Approximately 36 new homeless clients with HIV/AIDS will be provided supportive services. |

| | | |
|---|---|---|
| | **Project Name** | DCS - Program Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | AD1 – Administration |
| | **Needs Addressed** | Administration, Planning, and Monitoring |
| | **Funding** | HOPWA - $19,056 |
| | **Description** | Provision of funds for administrative support of the HOPWA program. HOPWA funds will be utilized to provide payment of reasonable administrative expense, eligible under 24 CFR 574.300(b)(10)(i). |
| | **Target Date of Completion** | 6/30/2021 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This project is administration only. |
| | **Location Description** | 925 Dillingham Boulevard, Suite 200, Honolulu, Hawaii 96817 |
| | **Planned Activities** | Partial Funding for 1 position = .5 FTE. Planner (1). Time sheets are submitted to accurately reflect staff time being charged to the program. |

**Table 12 - Project Summary**

## AP-50 Geographic Distribution - 91.220(f)

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:**

The City generally does not target the use of entitlement funds in any particular area. Instead, the City uses entitlement funds where its impact will be greatest and where opportunities arise.

However, the City's Housing First Model to end homelessness will target the Waianae Coast, Downtown Honolulu, and East Honolulu areas.

**Geographic Distribution**

| Target Area | Percentage of Funds |
|---|---|
| Citywide | 47% |
| Urban Honolulu | 24% |
| Waianae Region | 18% |
| East Honolulu | 8% |
| North Shore | 2% |
| Central Oahu | 1% |

**Table 13 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

Allocations to specific geographic areas within the City are dependent on the projects proposed for funding, and the selections made by the Managing Director. No area of the City is excluded from the use of such funds; therefore, agencies serving qualifying LMI populations have an equal footing to receive funding.

However, the City's Housing First Model to end homelessness is a local priority based on the City's strategic development scheme and assessment.

**Discussion**

All HUD funded programs are either targeted directly to LMI persons/households or to geographic areas with a majority of LMI persons/households.

# Affordable Housing

## AP-55 Affordable Housing - 91.220(g)

The Consolidated Plan priorities are based on the results of conducting needs assessments and market analyses, consultations with community groups, an on-line survey and collaborations with other agencies. Through the consultation process the City has identified the lack of affordable housing to be one of the highest priority needs for the next five (5) year period and anticipates funding the following affordable housing priorities:

- Development of new and preservation of existing affordable and special needs rental housing.
- Low-interest down payment loans and closing costs to LMI homebuyers.
- Low-interest loans to LMI homeowners to correct conditions in deteriorated homes.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 180 |
| Non-Homeless | 29 |
| Special-Needs | 32 |
| **Total** | 241 |

**Table 14 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 212 |
| The Production of New Units | 4 |
| Rehab of Existing Units | 0 |
| Acquisition of Existing Units | 25 |
| Total | 241 |

**Table 15 - One Year Goals for Affordable Housing by Support Type**

### Discussion:

See above.

## AP-60 Public Housing - 91.220(h)

**Introduction:**

The HPHA owns and operates public housing for the State of Hawaii. The City and the four (4) other Hawaii counties work with the HPHA on public and assisted housing.

**Actions planned during the next year to address the needs to public housing:**

At this time, the City currently has no plans to contribute federal funds to public housing.

**Actions to encourage public housing residents to become more involved in management and participate in homeownership:**

Not applicable.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance:**

Not applicable.

**Discussion:**

At this time, the City currently has no plans to contribute federal funds to public housing.

## AP-65 Homeless and Other Special Needs Activities - 91.220(i)

### Introduction

Homelessness has been one of the Mayor's top priorities since he took office in 2013 because it affects the quality of life of all of Honolulu's residents and visitors. It is a complex and challenging problem that has grown over the decades. Through collaboration and coordination among the City, state and federal governments, community groups, nonprofits, faith-based organizations, businesses, and concerned citizens, the City is working towards providing relief to the homeless and those at risk of homelessness, as well as the residents and visitors who share Oahu's public spaces.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:**

After consultation with PIC, the City anticipated to allocate eight percent (8%) of ESG funds for street outreach. Upon receipt of FY21 ESG proposals in response to the FY21 NOFA, the City did not receive any ESG proposals for street outreach. The City consulted with PIC and no ESG funds will be allocated for this purpose in FY21.

The City uses additional funds for programs focused on outreach including the Outreach Navigation program that targets service resistant homeless and builds upon the lessons learned from the City's Community Assistance Program, targeting unsheltered homeless living in urban Honolulu and the Leeward Coast.

In addition, the City opened the Punawai Rest Stop in Iwilei that includes showers, laundry facilities, mail service, and supportive services to everyone and that serves as a potential starting point for additional services.

**Addressing the emergency shelter and transitional housing needs of homeless persons:**

The City expects to use almost 50% of its ESG funds for shelter operations. FY21 ESG awardees included emergency shelters for individuals and families, and shelters that target specific groups such as youth and victims of domestic violence.

The City also uses City funds to run the Hale Mauliola Housing Navigation Center which provides shelter and supportive services to approximately 100 persons.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience**

**homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:**

The City has taken a multi-pronged approach to moving homeless persons into permanent housing.

The short-term solution is to provide financial assistance and supportive services to move homeless persons into permanent housing. Using a combination of federal and City funds, programs provide short-term rental assistance (approximately 3 months) through its ESG rapid re-housing program; medium-term rental assistance (up to 24 months) for the working homeless through its Rent-to-Work program (CDBG and HOME funds) and long-term rental assistance to the chronically homeless through its Housing First Initiative (City and HOME funds).

The City also recognizes that the long-term solution to homelessness is affordable housing and continues to develop affordable housing projects which target the homeless. The City plans to develop affordable housing projects for homeless persons in Waianae, urban Honolulu and possibly Ewa.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs:**

The City's residents are served by mainstream programs and services of: the State of Hawaii's Department of Health (DOH) including its Adult Mental Health Division (AMHD) programs; DHS including its Benefit, Employment, and Support Services Division (BESSD) programs, Social Service Division programs, HEALTH-MedQuest Division programs, Office of Youth Services programs, Division of Vocational programs; the City's Oahu WorkLinks programs for employers, jobseekers and youth programs; and the City's Community-Based Development Division programs. An Oahu Homeless Help Card offers a glimpse of the services and facilities that are part of the network serving homeless clients as provided in the Consolidated Plan.

The DOH AMHD implements discharge planning for all State Hospital patients 90 days prior to discharge and assign case managers. It tracks individuals at-risk of losing housing after initial discharge and mandates that case managers include a plan for transitioning the individual into permanent living arrangements. It also provides an AMHD ACCESS line for helping clients in situations where case management services fell apart. The AMHD has housing providers for homeless clients and these providers are selected through the State's purchase of goods and services process. As such, the housing facilities can change from time to time.

The DOH implements PATH or Project for Assistance in Transition from Homelessness, a new project funded by the federal Substance Abuse and Mental Services Administration to provide new substance abuse and mental health services to assist in maintaining housing.

The State Homelessness Program Office operates within the State's BESSD and administers various contracts for the provision of shelter, housing, and services for the homeless or those at-risk of becoming homeless. Among these are those that may fund entities focusing on particular homeless sub-populations, e.g. veterans.

The City's Oahu WorkLinks Program implements a work readiness and Rent-To-Work program that targets homeless individuals, older and young adults. The City's Rent-To-Work program provides temporary rental assistance with HOME funds to eligible individuals experiencing homelessness and provides case management, financial literacy and work readiness training, and employment services with CDBG funds to enhance these individuals' self-sufficiency.

**Discussion:**

The City's Housing First approach to end homelessness is a major factor to address homelessness.

Also, the City's ESG Program is designed to support activities to provide basic shelter and essential supportive services to persons experiencing homelessness or at-risk of experiencing homelessness.

## AP-70 HOPWA Goals - 91.220 (l)(3)

| One year goals for the number of households to be provided housing through the use of HOPWA for: | |
|---|---|
| Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family | 14 |
| Tenant-based rental assistance | 32 |
| Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds | 0 |
| Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds | 0 |
| **Total** | 46 |

**Table 16 - Number of Households to be Provided Housing through HOPWA Funds**

## AP-75 Barriers to Affordable Housing - 91.220(j)

### Introduction

The City is considered to have one of the strictest land use laws in the United States with the government having an unprecedented degree of control over land development. Regulations which were implemented to address environmental concerns and to establish systematic land use review procedures include regulations that protect sensitive environmental and cultural resources, facilitate connectivity, and maintain public health and safety. The City's Affordable Housing Rules for Unilateral Agreements pertaining to the production of affordable housing is not generating enough housing to meet the needs of households earning 80 percent (80%) or less of the AMI of the City. The City's Land Use Ordinance to allow accessory dwelling units (ADU) was amended to encourage and accommodate the construction of ADUs to increase the number of affordable rental units.

**Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

On April 3, 2018, Bill 58, relating to establishing an affordable housing requirement was signed into law by Mayor Kirk Caldwell. The affordable housing requirement under this ordinance prioritizes the production of affordable rental housing for lower-income households. For rental, affordable units must remain affordable for at least 30 years, and for-sale affordable units must remain affordable for varying periods based on the percentage of the total number of dwelling units in the project being provided.

Additional information can be found at: http://www.honoluludpp.org/

The City is also in the process of developing a five-year pilot program for the construction of affordable housing in apartment zones. The program would offer incentives such as tax breaks, fee waivers, and exemptions from requirements such as elevators/parking to entice property owners to provide more affordable rental units. In exchange for the incentives, the property owner would be required to rent, for the life of the building, at least 80 percent (80%) of the units only to those making no more than 100 percent (100%) of AMI.

The program would be available on properties 20,000 square feet or smaller in apartment-zoned neighborhoods or business-mixed-use-zoned neighborhoods.

### Discussion:

See above.

## AP-85 Other Actions - 91.220(k)

**Introduction:**

The actions listed below are actions taken by the City to meet the requirements of §91.320(j). Other actions include Meeting Underserved Needs, Fostering and Maintaining Affordable Housing, LBP Hazard Mitigation, Reducing Poverty-Level Households, Developing Institutional Structure, and Coordination of Housing and Services.

**Actions planned to address obstacles to meeting underserved needs:**

The City has identified the following actions to address obstacles to meeting underserved needs:

- Housing First approach to end homelessness, which reverses the existing practice of "stabilizing" conditions first before helping a client find housing.
- Collaboration with other agencies to address funding shortfalls.

**Actions planned to foster and maintain affordable housing:**

The City has identified the following actions to foster and maintain affordable housing:

- Down Payment Assistance Program, which provides low-interest down payment loans and closing costs to LMI homebuyers.
- Rehabilitation Loan Program, which provides low-interest loans to LMI homeowners to correct conditions in deteriorated homes.
- Tenant-Based Rental Assistance, which provides rental assistance to families experiencing homelessness.
- Creation and maintenance of affordable housing.

**Actions planned to reduce lead-based paint hazards:**

The City has identified the following actions to reduce LBP hazards:

- Provide each family receiving federal assistance information regarding LBP hazards.
- Increase access to housing without LBP hazards through the development of new housing stock.

- Require projects that involve children to plan for reduction of LBP hazards related to the extent of LBP poisoning and hazards by testing for the presence of lead, mitigating or removing potential hazards, increasing safer environments, and requiring third-party certified clearances.

- LBP hazard reduction is integrated into housing policies and programs by incorporating clauses requiring contractors to use safe work practices; and, in cases of LBP removal, to follow Federal and State regulations.

**Actions planned to reduce the number of poverty-level families:**

The City has identified the following actions to reduce the number of poverty-level families:

- Continuation of the City's Housing First approach to end homelessness.

- Section 8 Housing Choice Voucher Program rental subsidies to extremely low- and low-income families that are primarily elderly, disabled and those with special needs.

- Family Self-Sufficiency program to help families obtain employment that will lead to economic independence and self-sufficiency.

- Home Ownership Program, which allows eligible Section 8 families to apply their Section 8 Housing Choice Voucher Program assistance towards a homeownership subsidy rather than rent. Eligible families receive case management services, credit repair counseling, money management education, and referrals to community homebuyer education classes.

- Provide employment training to economically disadvantaged adults and youth, including case management, occupational skills training, educational remediation, motivation and life skills training, job development and placement, and support services such as child care and transportation.

**Actions planned to develop institutional structure:**

The City has identified the following actions to produce an institutional structure:

- Provide technical assistance and capacity building support for non-profits.

- Strengthen the partnerships between the City, State, and HUD.

- Collaborate with the State of Hawaii in the creation of affordable housing.

**Actions planned to enhance coordination between public and private housing and social service agencies:**

The City has identified the following actions to enhance coordination between public and private housing and social service agencies:

- Collaborate with public and private housing advocates, housing developers, and social service agencies to identify opportunities to work together to produce affordable and supportive housing.

- Collaborate with agencies providing supportive services to the homeless and those at risk of becoming homeless to avoid duplication of services.

- Support the HICH as it continues its collaborative efforts to develop strategies to address homeless issues.

**Discussion:**

See above.

After consultation with PIC, the City anticipated to allocate 8% of ESG funds for street outreach. Upon receipt of FY21 ESG proposals in response to the FY21 Notice of Funding Availability, the City did not receive any ESG proposals for street outreach. The City consulted with PIC and no ESG funds will be allocated for this purpose in FY21.

# Program Specific Requirements

## AP-90 Program Specific Requirements - 91.220(l)(1,2,4)

**Introduction:**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

**Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out:**

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | $0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan | $0 |
| 3. The amount of surplus funds from urban renewal settlements | $0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan. | $0 |
| 5. The amount of income from float-funded activities | $0 |
| **Total Program Income** | **$0** |

**Other CDBG Requirements:**

| | |
|---|---|
| 1. The amount of urgent need activities | $0 |

## HOME Investment Partnership Program (HOME)
## Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

   The City does not provide any other forms of investment beyond those identified in Section 92.205.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

   The procedure used for the City's Downpayment Loan Program is a recapture procedure. DCS enforces the recapture provisions, which requires homebuyers to occupy the units for a minimum of ten (10) years or repay the prorated portion of the loan. The recapture requirement is written in the Downpayment Loan Program Procedures (Appendix 2), as well as in the Use Restriction Agreement (Appendix 3) drafted for homebuyer closings.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) as follows:**

   The City utilizes the recapture provision for the two (2) homebuyer projects (Down Payment Loan Program and Honolulu Habitat for Humanity) to ensure long-term affordability of homeownership housing assisted with HOME funds. Beginning after project completion, the HOME-assisted housing shall meet the affordability requirements for no less than the affordability period. If the HOME-assisted housing does not continue to be the principal residence of the family for the duration of the affordability period, or if the HOME-assisted housing is sold during the affordability period, the City will recapture the amount available from the net proceeds from the sale of the HOME-assisted housing.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

   The City does not use HOME funds to refinance existing debt.

## Emergency Solutions Grant (ESG)
## Reference 91.220(l)(4)

1. **Include written standards for providing ESG assistance (may include as attachment):**

   The written standards for providing ESG assistance are attached as Appendix 1.

2. **If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system:**

   The draft Vision Statement for PIC's Coordinated Entry System (CES) states "Through this process, we aim to increase the speed at which people seeking assistance are able to access the system, match those people to appropriate housing and services by prioritizing those with the most acute needs to placement, reserve the most intense services for those with the greatest vulnerability, improve efficiency by maximizing document readiness and minimizing vacancies throughout the response system, unify a fragmented response system, and ensure that we have a comprehensive array of housing and services to meet the needs of our community."

   In 2017, PIC released its Unified Policies and Procedures - CES which is available at

   https://www.partnersincareoahu.org/

   The PIC recently updated its current policies and procedures and the Draft Unified CES Policies and Procedures was adopted at its June 2018 meeting.

   As of January 3, 2019, PIC updated its Unified Policies and Procedures, which is available at

   https://www.partnersincareoahu.org/

3. **Identify the process for making sub-awards and describe how the ESG allocation is made available to private nonprofit organizations (including community and faith-based organizations):**

   The City through the DCS, requested consultation from PIC by requesting a) a description of PIC's plan to evaluate the outcomes of ESG-funded projects and activities; b) the policies and procedures for the administration and operation of the HMIS; c) scoring priorities; and d) a list of potential Evaluation Committee members. DCS reviewed the information provided by PIC and incorporated portions into the ESG FY21 NOFA.

The BFS Purchasing released the NOFA on December 13, 2019. Potential applicants were informed of the NOFA through:

- Public notice in the Star-Advertiser;
- Email to those who had registered to receive notifications related to HUD funding opportunities with BFS's Purchasing notification system; and
- Email notifications sent through PIC's Google Group email list.

There were two (2) addendums to the NOFA that covered funding availability, updated forms, questions and answers, and the extension of the due date.

Twenty-one (21) applications were submitted to Purchasing by Wednesday, January 15, 2020, at 10:00 am Hawaii Standard Time.

Recommendations were made by a three-member selection committee provided by PIC.

4. **If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG:**

In developing ESG policies and funding allocations, the City works with PIC which actively works to engage homeless and formerly homeless persons and has reserved a position on its Executive Committee for a homeless or formerly homeless person.

5. **Describe performance standards for evaluating ESG.**

Performance Standards are included with the ESG Written Standards attached as Appendix 1.

## Housing Trust Fund (HTF)
## Reference 24 CFR 91.220(l)(5)

### 1. Distribution of Funds

**a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).**

As background, the National HTF is administered by HUD. The regulations which govern the HTF are contained in 24 CFR Part 93, HTF. The purpose of the HTF program is to provide grants to State governments to increase and preserve the supply of decent, safe, and sanitary affordable housing primarily for extremely low-income (30% AMI) households, including homeless families. HHFDC is designated as the HTF Grantee for the State of Hawaii. HHFDC, through its Allocation Plan, makes HTF funding available on a statewide basis. HHFDC funds projects through subgrantees - the City and the designated neighbor island county - selected to administer all or a portion of the State HTF program).

The City, solicits, selects, and awards its HTF allocation as grants to eligible and qualified non-profit agencies ("Recipients") who will provide affordable rental housing to extremely low-income households through a NOFA process.

To be eligible for HTF funding, Recipients must make assurances to the City that they will comply with the HTF program requirements, demonstrate the capacity to undertake HTF eligible activities, demonstrate its familiarity with other Federal, State, and/or local housing programs, and have experience in owning, constructing, managing, and operating an affordable multifamily rental housing development.

**b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.**

Subject to availability of funds, each year the City solicits proposals from qualified non-profits for HTF projects ("Recipients). Proposals are reviewed for eligibility and rated using the selection criteria set forth in HHFDC's Allocation Plan. A Recipient's application must:

1. Describe the eligible activity in accordance with 24 CFR 93.200;
2. Demonstrate the applicant's ability to obligate the HTF funds and undertake eligible activities in a timely manner;
3. Describe the knowledge and experience of the managers and staff;

4. Specify the extent to which rents will be affordable to extremely low income families;
5. State the duration of the proposed affordability period for the HTF assisted units;
6. Explain how the project meets priority housing needs of the City, including those in its Consolidated Plan;
7. Explain how the proposed project relates to the location of existing affordable housing;
8. Contain performance goals and benchmarks, including schedules and expenditure schedules;
9. Provide updated financial information to include project budget, funding sources and their terms, construction as well as permanent financing;
10. Provide written financial commitments or letters of project support from all other funding sources;
11. Include the assessments, reports, analyses, and pro forma to establish that "Minimum Threshold requirements" can be assured;
12. For projects involving new construction, explain how the proposed project site (1) provides housing that furthers compliance with civil rights laws, and promotes greater choice of housing opportunities, and (2) meets the site and as well as neighborhood requirements in 24 CFR 983.57(e)(2; and
13. Provide a certification that units assisted with HTF will comply with all HTF requirements.

**c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.**

Applicants must meet all of the following Minimum Threshold requirements to be eligible for an award of HTF funds. Failure to meet any Minimum Threshold shall result in the rejection of the application.

1. A Market Assessment of the housing needs of the extremely low income individuals to be served by the project must be submitted.
2. Site Control must be substantiated by providing evidence such as an executed lease or sales option agreement.
3. For acquisition of an existing property, a Capital Needs Assessment that assesses a property's current physical condition and identifies work that must be completed to address health and safety issues, and code violations.
4. A Debt Service Ratio of no less than 1.15 on all hard debt service for the first fifteen (15) years of operation or, if no hard debt service, a positive Net Operating Income over a 30-year pro forma period.
5. Phase 1 environmental site assessment.
6. Maximum Developer fee of 15% of the total development costs or $3,750,000, whichever is less. For new construction, a maximum

developer fee of 10% of the acquisition costs and 15% of the rehabilitation cost, or $3,750,000, whichever is less.

7. Comply with Income limits for 30% AMI.
8. Comply with Rent limits.
9. Comply with Maximum per unit development subsidy limits.

The City strongly considers the following selection criteria:

1. Timeliness and Readiness to Proceed
2. Consolidated Plan Priorities
3. Developer Experience and Financial Capacity
4. Financial Feasibility
5. Use of Non-Federal Funding Sources

**d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.**

The City's, "Consolidated Plan" and "AP" refer to the following geographic priority areas:

a. Housing First Model - Scattered sites, in particular the Waianae Coast, Downtown Honolulu, and East Honolulu

b. Eligible/ Approved NRSAs.

**e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.**

Under the presumption that the jurisdiction is the City, the City has elevated the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner is a significant priority as a selection criteria as well as a characteristic of one of the Minimum Threshold requirements.

**f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.**

For the PY 2020 Action Plan, the City was not allocated HTF program funds.

g. **Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.**

The City will use its underwriting tools to measure a project's viability beyond the 30 year affordability requirement of the Housing Trust Fund. Projects are scored and ranked in order of priority based on financial feasibility (i.e., cash flow and debt service coverage) when multiple proposals are received.

h. **Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).**

Pursuant to the City's Housing Trust Fund Allocation Plan, Section XI Selection Criteria, all proposals are reviewed and evaluated then measured against the rental housing objectives of the State and the priority housing needs of the City, such as:

1. development of housing to support the City's Housing First approach to ending homelessness,

2. acquisition or renovation of buildings to support Housing First, and

3. development of new and preservation of existing affordable and special-needs rental housing.

i. **Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.**

Refer to above "d."

j. **Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.**

Refer to above "c."

2. **Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?**

Yes.

3. **Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?**

Yes.

4. **Performance Goals and Benchmarks. The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.**

   The City included HTF in the housing goals section of the housing table (SP-45 Goals) of the Consolidated Plan.

5. **Rehabilitation Standards. The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".**

   See Attached Rehabilitation Standards.

   **In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).**

   See above response.

6. **Resale or Recapture Guidelines. Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".**

   Applications received to date are for rental housing, so resale or recapture of HTF are not applicable.

7. **HTF Affordable Homeownership Limits. If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in**

**accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".**

See response to Item 6 above.

8. **Limited Beneficiaries or Preferences. Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."**

   Applicants for HTF funding must target 30% AMI households.

   **Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.**

   Agreed.

9. **Refinancing of Existing Debt. Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of per unit or a required ratio between and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."**

   N/A.

**Discussion:**

For selecting HOPWA project sponsors, the City utilizes a listing of approximately six (6) – eight (8) individuals in top management positions of non-profit organizations when soliciting selection committee members. Health and human service agencies who offer similar assistance, such as case management, are called upon first for availability. All selected committee members and alternates are submitted for approval by both the CBDD Administrator and the Director of DCS.

# APPENDIX 1

# EMERGENCY SOLUTIONS GRANTS PROGRAM STANDARDS

# CITY AND COUNTY OF HONOLULU
# EMERGENCY SOLUTIONS GRANT PROGRAM STANDARDS

The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, reauthorized the McKinney-Vento Homeless Assistance programs. Based on provisions in the HEARTH Act, an interim rule was published in the Federal Register on December 5, 2011 which established the regulations for the Emergency Solutions Grant (ESG) program. The new regulations require the establishment of written standards for providing ESG assistance and the consistent application of these standards to all program participations (*24 CFR 576.400(e)*).

The City and County of Honolulu (City) goals in establishing and promulgating these standards are:

- greater consistency and coordination among ESG projects,
- increased system transparency regarding local priorities and performance standards, and
- increased community-wide expectations on the quality of ESG funded homeless assistance programs.

## I. PROGRAM-WIDE POLICIES AND PROCEDURES

All ESG subrecipients must agree to administer their assistance in compliance with these standards. Subrecipients may develop additional standards for administering assistance, but they cannot be in conflict with these standards or the ESG interim rule.

### a. Coordination among Providers

With limited ESG funding, it is important that subrecipients coordinate and integrate, to the maximum extent practicable, their activities with other homeless providers as well as providers of mainstream housing, health, social services, employment, education, and youth programs.

To facilitate coordination, the City and County of Honolulu and its subrecipients will undertake the following activities.

#### 1. Participation in Partners In Care

Within the City and County of Honolulu, Partners in Care (PIC), is the primary organizational body for the coordination of resources for homeless and at-risk of homelessness individuals and families. PIC is a coalition composed of representatives of organizations from nonprofit homeless providers, government stakeholders, private businesses, community advocates, public housing agencies, hospitals, universities, affordable housing developers, law enforcement, and homeless and formerly homeless persons. PIC is a planning, coordinating, and advocacy alliance that develops

recommendations for programs and services to fill needs within Oahu's Continuum of Care for homeless persons.

The City and ESG subrecipients will participate in PIC in the following ways:

1. City staff will regularly attend PIC general meetings.
2. At least one City staff member will be a member of the PIC planning committee and consult with the committee on ESG funding allocations, performance standards, and outcome evaluation.
3. All ESG subrecipients will be voting members of PIC and regularly attend PIC general meetings.
4. All ESG subrecipients will be encouraged to become a member of at least one PIC subcommittee.
5. All ESG subrecipients will be encouraged to attend PIC's Homeless Awareness Conference which includes breakout sessions on mainstream (i.e. non-homeless specific) services.

NOTE: regular attendance is defined as attending to at least 75% of the meetings.

The City will also assist PIC in gathering the necessary information for PIC to complete its annual gaps analysis of the homeless needs and services available within the City and County of Honolulu.

2. City Sponsored Discussions and Opportunities

On a periodic basis, the City will hold structured discussions with various social service providers to explore various ways homeless providers can help their clients tap into mainstream benefits. ESG subrecipients will be encouraged to attend these meetings to further their knowledge on potential benefits for their clients.

In addition, the City will send out emails informing the ESG subrecipients of City resources which may be of interest to their agency or to their clients. Examples include agency specific funding opportunities (e.g. Request for Proposals for the City's Grant-in-Aid or Housing First programs) or the opening of the Section 8 wait list.

3. Participation with Other Groups

In addition to PIC participation, subrecipients are expected to take part in other groups dedicated to the coordination and deployment of resources for homeless persons such as:

- the Hawaii Interagency Council on Homelessness
- the Mayor's Challenge to End Veterans Homelessness
- 25 Cities Boot Camp
- the Leeward Housing Coalition
- Hale O Malama Case Conferencing for the Coordinated Entry System

NOTE: even though domestic violence providers are exempt from participating in the Coordinated Entry System, they are still encouraged to attend case conferencing sessions to network with other homeless providers and familiarize themselves with services available to their clients.

**b. Participation of Homeless Persons**

Subrecipients must, to the greatest extent practicable, involve homeless individuals and families in the construction, renovation, maintenance, and operations of ESG funded shelters and services. Involvement can be both paid or volunteer.

Subrecipients are encouraged, but not required, to have one homeless or formerly homeless individual on its board of directors or other policy-making entity, to the extent that the entity considers and makes policies and decisions regarding any ESG funded facility or service.

**c. Participation in the State of Hawaii's Homeless Management and Information System (HMIS)**

All subrecipients must enter client data into the State of Hawaii's Homeless Management and Information System (HMIS). Subrecipients which are victim service providers or legal services providers are exempt from HMIS participation. However, such exempt agencies must still use a comparable database to collect client-level longitudinal data and generate unduplicated aggregate reports based on that data.

**d. Housing Standards**

1. Emergency Shelters. Shelters which receive funding for shelter operations or renovation must meet the following safety, sanitation, and privacy standards (24 CFR 576.403(b)).

(1) *Structure and materials.* The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.

(2) *Access.* The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 *et seq.*) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 *et seq.*) and 28 CFR part 35; where applicable.

(3) *Space and security.* Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.

(4) *Interior air quality.* Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

(5) *Water supply.* The shelter's water supply must be free of contamination.

(6) *Sanitary facilities.* Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

(7) *Thermal environment.* The shelter must have any necessary heating/cooling facilities in proper operating condition.

(8) *Illumination and electricity.* The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

(9) *Food preparation.* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

(10) *Sanitary conditions.* The shelter must be maintained in a sanitary condition.

(11) *Fire safety.* There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

2. Permanent Housing. ESG funds may only be used to assist program participants remain or move into permanent housing that meets the following habitability standards.

(1) *Structure and materials.* The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.

(2) *Space and security.* Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

(3) *Interior air quality.* Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

(4) *Water supply.* The water supply must be free from contamination.

(5) *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

(6) *Thermal environment.* The housing must have any necessary heating/cooling facilities in proper operating condition.

(7) *Illumination and electricity.* The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.

(8) *Food preparation.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

(9) *Sanitary conditions.* The housing must be maintained in a sanitary condition.

(10) *Fire safety.* (i) There must be a second means of exiting the building in the event of fire or other emergency. (ii) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. (iii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

### e. Definition of Homeless and At-Risk of Homelessness

The definitions and categories of homeless and at-risk of homelessness are attached as Exhibit A (24 CFR 576.2).

Subrecipients should refer to Exhibit A when determining client eligibility for ESG assistance.

## II. STREET OUTREACH – SPECIFIC PROVISIONS

While the City does not currently fund street outreach activities, the following policies and procedures will apply in the event that street outreach activities receive future funding.

a. Evaluation of Individuals' and Families' Eligibility for Assistance. Subrecipients must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing.

In order to be eligible for street outreach assistance, individuals and families must be defined as homeless under the following categories:

- Category 1 – literally homeless AND unable or unwilling to access services in an emergency shelter
- Category 4 – fleeing / attempting to flee a domestic violence situation.

Once a person is determined to be eligible for ESG funded street outreach services, subrecipients must enter that person into PIC's coordinated assessment system, Hale `O Malama, if that person is not already in the system.

Subrecipients are encouraged to re-evaluate participant eligibility on an annual basis or whenever a participant's living situation changes.

b. Targeting of Clientele and Provision of Essential Services. Street outreach is limited to persons described in Section II.a. who are living on the island of Oahu. Services are limited to:

(1) *Engagement* - activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

(2) *Case management* - assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.

(3) *Emergency health services* - direct outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.

(4) *Emergency mental health services* - direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

(5) *Transportation* - transporting unsheltered people to emergency shelters or other service facilities.

The City may determine that community need dictates funding of a particular service or the targeting of services to a particular geographic location or client population. In that instance, the City will solicit input from PIC before releasing a Request for Proposal (RFP) which outlines the target service or area. In addition, subrecipients will also be allowed to target services to a particular location or client population as long as the limitations are included in the project proposal which is submitted to the City in response to a RFP.

c. Performance Standards. Street outreach projects will be evaluated based on deliverables outlined in the project proposal. At a minimum, subrecipients will be evaluated on the following:

- number of persons served (actual v. proposed).

- percentage of program participants who move into sheltered housing which may include emergency or transitional housing (goal = 50%).

## III. EMERGENCY SHELTERS – SPECIFIC PROVISIONS

Funds are available for facilities whose primary purpose is to provide a temporary shelter for the homeless and which does not require occupants to sign leases or occupancy agreements. In addition, any transitional shelter funded under a Fiscal Year 2011 (FY11) Emergency Solutions grant may continue to receive ESG Emergency Shelter funding. The four transitional shelters which have received ESG funding continuously from FY11 through FY16 are:

- Catholic Charities Hawaii – Ma`ili Land Transitional Shelter
- Child and Family Service – Domestic Violence Shelters
- Housing Solutions, Inc. – Loliana Apartments
- Housing Solutions, Inc. – Vancouver House

a. Evaluation of Individuals' and Families' Eligibility for Assistance. Subrecipients must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing.

In order to be eligible for emergency shelter assistance, individuals and families must be defined as homeless under the following categories:

- Category 1 – literally homeless
- Category 2 – imminent risk of homelessness
- Category 3 – homeless under other federal statutes
- Category 4 – fleeing / attempting to flee a domestic violence situation.

Once a person is determined to be eligible for residence at an ESG funded emergency shelter, subrecipients must enter that person into PIC's coordinated assessment system, Hale `O Malama, if that person is not already in the system. Victim service providers are encouraged, but not required, to participate in the coordinated assessment system and/or regionwide case conferences.

b. Admission, Diversion and Referral Policies. All homeless persons seeking shelter should be provided shelter if there are available and/or appropriate beds. Agencies are allowed to have entry requirements which help to maintain the health and safety of the residents (e.g. current TB test), but are encouraged to keep such requirements to a minimum. In addition, families with children under age 18 may not be involuntarily separated because of the ages of the children if the shelter provides services to families with children under 18.

During the initial assessment, subrecipients must screen clients to determine whether a client can be diverted to more permanent housing or referred to mainstream

resources such as Section 8. Permanent housing options include ESG funded homelessness prevention or rapid re-housing services, HUD funded permanent supportive housing programs such as those under the Continuum of Care and HUD VASH as well as local initiatives such as the City's Housing First Program.

Vulnerable populations such as victims of domestic violence, the medically frail, victims of human trafficking, the mentally ill, youth, and the elderly oftentimes have special needs which serves as barriers to more stable housing and may be better served at smaller shelters which target those vulnerable populations and can more effectively deal with safety and service concerns. At a minimum, shelters must develop policies and procedures to identify and divert vulnerable residents to more appropriate locations.

Once PIC's coordinated assessment system is completely functional, diversions and referrals will be handled through Hale `O Malama. Until then, subrecipients are encouraged to attend case conferencing sessions to become aware of available housing options.

c. Discharge Policy / Maximum Length of Stay

There is no City imposed maximum length of stay for emergency or transitional shelters. Subrecipients have the discretion to set their own limitations on stays, but such limitations must be clearly communicated to residents.

Emergency shelters are encouraged to move their residents into more stable housing, which may include transitional shelters, as quickly as possible. Emergency shelter stays beyond 6 months are discouraged.

Transitional shelters are encouraged to move their residents into permanent housing within 24 months; however, subrecipients have the discretion to allow residents to stay beyond the recommended maximum if they determine an extended stay would allow for increased housing stability.

Shelters are allowed to involuntarily discharge (evict) residents who violate program rules. Such shelters must establish and consistently apply policies and procedures regarding involuntary discharges.

d. Essential Services – Assessing, Prioritizing and Reassessing Needs.

If a shelter receives ESG funds for to provide services to its residents, the shelter must determine the suitability of offering the service to each resident upon client intake. Shelters may limit services to particular clients, however the eligibility criteria must be outlined in the project proposal submitted in response to a RFP.

In instances where the shelter resources exceed need and the shelter is unable to provide ESG funded services to all eligible tenants, the shelter will have the discretion to determine its own prioritization policy, subject to approval by the City.

Subrecipients must re-evaluate participant eligibility and/or suitability for services every six months or whenever a participant's living situation changes.

e. Performance Standards. Shelters will be evaluated based on deliverables outlined in the project proposal. At a minimum, subrecipients will be evaluated on the following:

- number of persons served (actual v. proposed).
- percentage of program participants moving into more stable housing at exit (goal = 60%).
- percentage of program participants who remain in more stable housing 6 months after exit (goal = 75%).

## IV. HOMELESSNESS PREVENTION – SPECIFIC PROVISIONS

a. Evaluation of Individuals' and Families' Eligibility for Assistance. Subrecipients must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing.

In order to be eligible for homelessness prevention assistance, individuals and families must be defined as at-risk of homeless under the following categories and have the ability to remain stably housed after the ESG assistance ends:

- Category 1 – individuals and families with an annual income below 30% of area median income, lacks sufficient resources or support networks and meets on the following conditions:
  - moved two or more times during the last 60 days (i.e. couch surfing);
  - living in home of another because of economic hardship (i.e. doubling up);
  - 21-day eviction notice;
  - lives in a hotel or motel;
  - lives in a unit in which there resides more than one and a half persons per room (doubling up); or
  - exiting a publicly funded institution or system of care.

  NOTE: the City has determined that the above list sufficiently covers those persons who are at-risk of homelessness. The City will not be adding any additional characteristics relating to housing instability.

- Category 2 – youth not defined as homeless under the ESG homeless definition but defined as homeless under another federal statute.
- Category 3 – parents or guardians of youth defined in Category 2 above.

Individuals and families who are defined as homeless under the following categories, have income less than 30% of area median income and have the ability to remain stably housed after the ESG assistance ends are also eligible for homelessness prevention assistance:

- Category 2 – imminent risk of homelessness
- Category 3 – homeless under other federal statutes
- Category 4 – fleeing / attempting to flee a domestic violence situation

Subrecipients must evaluate client eligibility every three months or whenever a client's situation changes, whichever occurs earlier.

b. Priorities for Assistance. The City does not have any priorities for homelessness prevention assistance. Clients will receive assistance in the order that they submit a complete application. In the event that two or more completed applications are received at the same time, subrecipients will give preference to the following groups: 1) families with children, 2) persons with disabilities, and 3) persons over 65.

Subrecipients are allowed to create their own priorities as long as they are not discriminatory, are applied consistently, and are subject to the City's approval.

c. Participant's Contribution. Subrecipients have the discretion to determine the amount of a participant's contribution, if any, based on the following: 1) financial assistance requested, 2) client's monthly income, 3) client's assets, and 4) the client's housing situation. Subrecipients may require participants to contribute a percentage of income, a percentage of rent, or a flat dollar amount as a condition to receiving financial assistance.

d. Rental Assistance - Limitations. Program participants can only receive up to 24 months of rental assistance during any 3-year period. Rental arrears is limited to a one-time payment of up to 6 months of rental arrears. Subrecipients have the discretion to establish a maximum amount of assistance, a maximum number of months, or a maximum number of times assistance can be provided.

In addition, except for a one-time payment of rental arrears of the tenant portion of the rent, rental assistance cannot be provided to a program participant who is already receiving rental assistance through other public sources (e.g. Section 8), including those receiving relocation assistance.

Also, rental assistance cannot be provide if the rent exceeds the Fair Market Rent established by HUD under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as provided under 24 CFR 982.507.

e. Housing Stabilization and/or Relocation Services – Limitations. Program participants can only receive up to 24 months of housing stabilization and assistance during any 3-year period. Housing stability case management is limited to 30 days when seeking permanent housing and 24 months when the program participant is living in permanent housing. Subrecipients have the discretion to establish a maximum amount of assistance, a maximum number of months, or a maximum number of times assistance can be provided.

Additional limitations on housing relocation and stabilization services are:

- security deposits – no more than 2 months' rent.
- utility payments – up to 24 months, including up to 6 months of utility arrears. Eligible utility services are gas, electric, water and sewer.

f. Performance Standards. Service providers will be evaluated based on deliverables outlined in the project proposal. At a minimum, subrecipients will be evaluated on the following:

- number of persons served (actual v. proposed).
- percentage of program participants who remain stably housed, 6 months after assistance (goal = 80%).
- percentage of program participants who remain stably housed, 1 year after assistance (goal = 60%).

## V. RAPID RE-HOUSING SPECIFIC PROVISIONS

a. Evaluation of Individuals' and Families' Eligibility for Assistance. Subrecipients must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing.

In order to be eligible for rapid re-housing assistance, individuals and families must be defined as homeless under the following categories and have the ability to remain stably housed after the ESG assistance ends:

- Category 1 – literally homeless
- Category 4 – fleeing / attempting to flee a domestic violence situation.

Subrecipients must evaluate client eligibility annually or whenever a client's situation changes, whichever occurs earlier. During the annual re-evaluation, a client's income must be below 30% of area median income in order to continue receiving rapid re-housing assistance.

Once a person is determined to be eligible for ESG funded rapid re-housing, subrecipients should enter that person into PIC's coordinated assessment system, Hale `O Malama, if that person is not already in the system.

b. Priorities for Assistance. The City does not have any priorities for rapid re-housing assistance. Clients will receive assistance in the order that they submit a complete application. In the event that two or more completed applications are received at the same time, subrecipients will give preference to the client with the higher Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT) score.

Subrecipients are allowed to create their own priorities as long as they are not discriminatory, are applied consistently, and are subject to the City's approval.

c. Participant's Contribution. Subrecipients have the discretion to determine the amount of a participant's contribution, if any, based on the following: 1) financial assistance requested, 2) client's monthly income, 3) client's assets, and 4) the client's housing situation. Subrecipients may require participants to contribute a percentage of income, a percentage of rent, or a flat dollar amount as a condition to receiving financial assistance.

d. Rental Assistance - Limitations. Program participants can only receive up to 24 months of rental assistance during any 3-year period. Rental arrears is limited to a one-time payment of up to 6 months of rental arrears. Subrecipients have the discretion to establish a maximum amount of assistance, a maximum number of months, or a maximum number of times assistance can be provided.

In addition, except for a one-time payment of rental arrears of the tenant portion of the rent, rental assistance cannot be provided to a program participant who is already receiving rental assistance through other public sources (e.g. Section 8), including those receiving relocation assistance.

Also, rental assistance cannot be provide if the rent exceeds the Fair Market Rent established by HUD under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as provided under 24 CFR 982.507.

e. Housing Stabilization and/or Relocation Services – Limitations. Program participants can only receive up to 24 months of housing stabilization and assistance during any 3-year period. Housing stability case management is limited to 30 days when seeking permanent housing and 24 months when the program participant is living in permanent housing. Subrecipients have the discretion to establish a maximum amount of assistance, a maximum number of months, or a maximum number of times assistance can be provided.

Additional limitations on housing relocation and stabilization services are:

- security deposits – no more than 2 months' rent.
- utility payments – up to 24 months, including up to 6 months of utility arrears. Eligible utility services are gas, electric, water and sewer.

f. Performance Standards. Service providers will be evaluated based on deliverables outlined in the project proposal. At a minimum, subrecipients will be evaluated on the following:

- number of persons served (actual v. proposed).
- percentage of program participants who remain stably housed, 6 months after assistance (goal = 80%).
- percentage of program participants who remain stably housed, 1 year after assistance (goal = 60%).

# Homeless Definition

| | | | |
|---|---|---|---|
| CRITERIA FOR DEFINING HOMELESS | **Category 1** | Literally Homeless | (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:<br>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;<br>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or<br>(iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution |
| | **Category 2** | Imminent Risk of Homelessness | (2) Individual or family who will imminently lose their primary nighttime residence, provided that:<br>(i) Residence will be lost within 14 days of the date of application for homeless assistance;<br>(ii) No subsequent residence has been identified; and<br>(iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing |
| | **Category 3** | Homeless under other Federal statutes | (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:<br>(i) Are defined as homeless under the other listed federal statutes;<br>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;<br>(iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and<br>(iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers |
| | **Category 4** | Fleeing/ Attempting to Flee DV | (4) Any individual or family who:<br>(i) Is fleeing, or is attempting to flee, domestic violence;<br>(ii) Has no other residence; and<br>(iii) Lacks the resources or support networks to obtain other permanent housing |

EXHIBIT A-1

# At Risk of Homelessness

| | | | |
|---|---|---|---|
| CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS | **Category 1** | Individuals and Families | An individual or family who:<br>(i) Has an annual income below 30% of median family income for the area; AND<br>(ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; AND<br>(iii) Meets one of the following conditions:<br>(A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR<br>(B)Is living in the home of another because of economic hardship; OR<br>(C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR<br>(D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR<br>(E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR<br>(F) Is exiting a publicly funded institution or system of care; OR<br>(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan |
| | **Category 2** | Unaccompanied Children and Youth | A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute |
| | **Category 3** | Families with Children and Youth | An unaccompanied youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her. |

# APPENDIX 2

# DOWN PAYMENT LOAN PROGRAM POLICIES AND PROCEDURES

**HOME DOWN PAYMENT LOAN (DPL) PROGRAM**
**Standard Operating Procedures**
**(Revised 6/29/12)**

I. REQUEST FOR DPL APPLICATION

A. Applicants will apply for the City's DPL through the first mortgage lender.

B. Lenders or applicants will be notified that units built in 1978 or prior will require a Lead-Based Paint (LBP) Test per Federal requirements. If test results show unacceptable levels of lead, additional repair cost is required. Additional DPL processing time will be needed for testing and/or repair work required for compliance.

C. Prior to formal loan application submission, a Housing Quality Standards (HQS) inspection will be conducted by a City Inspector after a private home inspection has been completed. The property must first pass the HQS inspection and the Lead Based Paint Test requirement.

D. When applying for a first mortgage to purchase a property, loan applicants will inform the first mortgage lender that they will be also applying for the City's DPL. The loan applicants' first mortgage lender will submit to the Rehabilitation Loan Branch, a **full loan file submission as outlined in Section II A.**

II. FORMAL APPLICATION RECEIVED FROM THE APPLICANT

A. The first mortgage lender will submit to the Rehabilitation Loan Branch, a copy of the loan applicant's first mortgage loan file according to the **First Mortgage Lender's DPL Loan File Submission Checklist** for underwriting approval which includes the following documents :

1. DPL Loan File Submission Checklist completed by First Mortgage Lender
2. DPL Application and Consent to Release Information Form;
3. Certificate of Completion of HUD certified Homebuyer Education;
4. (FNMA Form 1003) Loan Applications for the 1st Mortgage;
5. (FNMA Form 1003) Loan Applications for the DPL as the 2nd Mortgage;
6. (FNMA Form 1008) Uniform Underwriting and Transmittal Summary;
7. Automated Underwriting (UW) Findings, Fannie Mae' Desktop Underwriting (DU) or Freddie Mac's Loan Prospector (LP);
8. 1st Mortgage Lender's UW Conditional Approval if already completed;

9. Tri-Merged Credit Report;

10. Income Documents (Federal Income Tax Return, etc used for 1st mortgage loan approval);

11. Asset Documents;

12. Employment Verification;

13. Purchase Contract, Rev 5/1/12 including All Addendums & Escrow Deposits;

14. Private Home Inspection Report;

15. HUD Housing Quality Standards Inspection Form, if already completed;

16. Deficient Items Follow-up & Corrections if applicable;

17. Lead Based Paint Test Assessment if applicable;

18. All Condominium Document especially the RR105c used for 1st Mortgage Lender's UW Approval if applicable;

19. Preliminary Title Documents;

20. Appraisal Report if completed at time of DPL submission;

21. Power of Attorney (POA) or Long Form Trust Documents if applicable

B. Loan Special will check off the **DPL Application Processing Checklist** to insure all applicable loan documents have been submitted. Loan Specialist will review the loan file submission against the DPL underwriting guidelines and insure the applicant meets DPL qualification. The Loan Specialist will contact applicant or first mortgage lender for clarification and/or for any additional requirements as needed. The borrower's household income may not exceed the current 80% of median income limits for Oahu. In addition, the borrower must complete the HUD certified homebuyer education at time of loan application..

C. The DPL loan reservation will be considered on a "first come and first served basis." Funds will be reserved only after the Loan Specialist confirms that all applicable loan file documents have been submitted according to the DPL Application Processing Checklist and the applicant meets all initial DPL eligibility and UW requirements. If applicant is eligible for DPL, the Loan Specialist will log on the **DPL Funds Reservation List**.

## III. HUD HOUSING QUALITY INSPECTION (HQS) & CHECKLIST

A. City Inspector will conduct a HQS inspection upon receipt of the following documents:

1. Purchase Contract, Rev 5/1/12;

2. Private Home Inspection Report;

B. Upon receipt and review of the above documents, a City Inspector will schedule a HQS inspection with the DPL applicant lender or seller's realtor. The inspector will complete the **Inspection Checklist (HUD-52580 Form** indicating whether the unit has passed or failed. If inspection fails, all deficient items will be noted on the report requiring correction. The report will be submitted to the Loan Branch Chief or Loan Specialist.

C. The Loan Specialist will notify the lender or applicant of the inspection results. If the unit fails inspection and deficient items must be repaired, Loan Specialist will confirm with lender or applicant whether applicant still wishes to proceed with a DPL.

IV. CITY'S HOMEBUYER PROGRAM LEAD COMPLIANCE

A. For homes built prior to 1978, the Loan Branch Chief or Loan Specialist will insure the DPL applicant's first mortgage lender is made aware of HUD's Lead-Based Paint Rules and a lead-based paint (LBP) test to be conducted by HUD/Environmental Protection Agency (EPA) certified lead inspector is required.

B. LBP test inspection can be conduct at the same time as the private homebuyer's home property inspection if the home inspector is certified to perform a LBP test. If the home inspector is not certified, the DPL applicant will be required to select and schedule a certified LBP inspector to perform the test immediately after the private home inspection.

C. Upon completion of the LBP test, a written copy of the test report will be sent to the Loan Branch Chief or Loan Specialist for reviewed with the City Inspector.

D. The City Inspector will verify the LBP test report if lead-based paint is at acceptable or unacceptable tolerance level.

E. The City Inspector will complete the **City's Homebuyer Program Lead Compliance Document Checklist.** The City Inspector insure all of the following lead compliance documents are completed and included in the DPL loan file:

1. **City's Lead Safe Housing Rule Screening Sheet**

2. **HUD Housing Quality Standard (HQS) Inspection Checklist (HUD Form 52580)**

3. **City's Seller Certification (Homebuyer Program)**

4. **Lead-Based Paint Test Report**

5. **Disclosure of Lead-Based Paint and/or Lead-Based Paint Hazards Form**

6. **City's Lead Hazard Reduction Notice**

V. HUD ENVIRONMENTAL REVIEW RECORD (ERR)

F. The Loan Specialist will fill out **HUD Environmental Review Record (ERR) which includes "Level of Environmental Review"** and **HUD Environmental Review Categorically Exclusions NOT Subject to 58.5 Activities Checklist**. The ERR will document all the environmental findings pertaining to the subject property. The ERR will be signed by the DCS Director at the time of DPL approval.

G. After DCS Director's DPL approval, the Loan Branch Chief or Loan Specialist will scan and submit ERR to Budget & Fiscal Department (BFS) Federal Grants Unit.

VI. LOAN PROCESSING FOR LOAN APPROVAL SUBMISSION

A. Loan Specialist compiles the DPL file submission documents and gives file to the Sr. Clerk Typist to prepare a red loan submission file for DCS Director's Approval.

B. Loan Specialist assigns loan number and prepares the **Request for Issuance of Loan Check Form** for authorization by the Community Assistance Administrator (CAD), DCS Director, and Fiscal Officer.

C. **DPL file submission for DCS approval** will include the following:

1. **Request for Loan Approval Form;**

2. **UW Income Eligibility Determination Worksheet;**

3. Request for Issuance of Loan Check Form – Prepared Form(Left Hand Side);

4. HUD Level of Environmental Review – Prepared Form (Left);

5. City's Homebuyer Program Lead Compliance Document Checklist (Left)

6. City's Lead Safe Housing Rule Screening Sheet if applicable (Left)

7. HUD Housing Quality Standards Inspection (Left);

8. City's Seller Certification (Homebuyer Program) if applicable - Left

9. Lead Based Paint Test Assessment if applicable (Left);

10. Deficient Items Follow-up & Corrections if applicable (Left);

11. Disclosure of Lead-Based Paint and/or Lead-Based Paint Hazards Form if applicable (Left)

12. Lead Hazard Reduction Notice if applicable (Left)

13. Private Home Inspection Report (Left);

14. HOME Program Regulatory (Recapture) Agreement, Prepared Forms copies requiring DCS Director's approval(Left);

15. 1st Mortgage Lender DPL Loan File Submission Checklist;

16. DPL Application and Consent to Release Information Form;

17. Certificate of Completion of HUD certified Homebuyer Education;

18. (FNMA Form 1003) Loan Applications for a 1st & 2nd Mortgage Transaction;

19. (FNMA Form 1008) Uniform Underwriting and Transmittal Summary;

20. Automated Underwriting (UW) Findings (DU or LP);

21. 1st Mortgage Lender's UW Conditional Approval if already completed;

22. Tri-Merged Credit Report;

23. Income Documents (Federal Income Tax Return, etc used for 1st mortgage loan approval);

24. Asset Documents;

25. Employment Verification;

26. Appraisal Report or Any Other Property Valuation Document;

27. Purchase Contract;

28. RR105c HI Association of Realtors Property Information Form if Condo;

29. Preliminary Title Documents;

30. Power of Attorney (POA) or Long Form Trust Documents if applicable (Left)

D. If the DPL is DCS **approved**:

1. Loan Specialist notifies the loan applicant by telephone and sends a DPL conditional approval letter to the first mortgage lender subject to property appraisal report, conditional UW approval of 1st mortgage loan, and Federal Grants' approval of the ERR;

2. Upon request of 1st mortgage lender's UW requirements, the Loan Specialist will work with the lender and provide additional loan documentation or loan information necessary to clear UW conditions for final UW approval of 1st mortgage.

3. The Loan Specialist or Loan Branch Chief will submit the HUD ERR and DPL UW summary for review and approval by Federal Grants.

E. If the DPL is **denied**, the Loan Specialist will make the appropriate notification by phone to both 1st mortgage lender and applicant and a loan denial letter will be sent to the applicant with explanation.

F. For **final DPL approval**, the Loan Specialist will confirm that initial DPL application submission information used for DCS DPL approval is still current with the1st mortgage lender's final UW approval to insure the DPL applicant still meets the down payment loan program eligibility. The Loan Specialist will obtain the following for the DPL loan file documentation:

1. DPL Loan Submission Checklist for Final Approval;

2. Appraisal Report or any other Property Valuation Documentation;

3. 1st Mortgage Lender's Final UW Approval;

4. Federal Grant's Approval of HUD ERR;

5. Appropriate Insurance (Homeowners, Flood, etc.) Binders.

G. In addition to the above documentation, if there are loan application revisions of income, asset, credit, and etc. 1st mortgage lender **MUST** submit revised loan application documents for final DPL approval. The Loan Specialist will review and confirm if the DPL application revisions still meets the HOME DPL approval.

H. After Loan Specialist reviews DPL file for final approval, the Loan Branch Chief will also conduct a review of the revised loan submission file for final DPL approval.

VII. LOAN FUNDING

**(Deadline to make the Friday check mail out to the Escrow Company, DSC Fiscal must have the funding request in hand no later than Wednesday 10:00 am of the same week.)**

A. Upon confirmation of loan approval by DCS Director, the Loan Specialist makes a photo copy of the **Request for Issuance of Loan Check** for the Branch File and forwards the original Request for Issuance of Loan Check to the attention of Fiscal Officer (Beryle Matsumura) with:

- Instruction Memo
- **DPL Escrow Proceed Instructions** Letter
- Copy of Federal Grants' email approval of HUD ERR

B. DCS Fiscal will process a check using CITY funds for the DPL in anticipation of the loan closing. BFS Treasury will mail out the funds check and **DPL Escrow Proceed Instructions** letter in the envelope provided in accordance with the above schedule.

C. Escrow will disburse the DPL funds and record on the date as directed by the First Mortgage Lender.

D. Escrow will email copies of the following documents to Loan Specialist when available:

- Stamped recorded copy of Mortgage
- Stamped recorded copy of HOME Regulatory (Recapture)Agreement
- HUD-1 Closing Statements
- ALTA policy in favor of the City for the DPL amount

E. Loan Specialist will forward a copy of the HUD-1 Closing Statement and the client's **HUD Homebuyer Setup and Completion Form** to the designated Planner V of BFS Federal Grants Administration (Iris Young) with cc notification to Rehab Loan Branch Chief and Rehab Loan Branch Sr. Clerk Typist.

F. After successful mortgage closing and inputting of the HUD Homebuyer Setup and Completion Form, DCS Fiscal will draw down HOME funds to repay the City funds advanced for the DPL.

## VIII. LOAN CLOSING

A. After DPL final approval, the Loan Specialist will coordinate a loan signing/closing date with the 1st mortgage lender and applicant.

B. The Loan Specialist will provide a **Home Loan Settlement Document Preparation Worksheet** to the Sr. Clerk Typist to provide instructions as to the preparation of the loan closing documents.

C. Senior Clerk Typist prepares the following loan closing documents:

1. DPL Cover Letter;
2. DPL First Payment Information & Contact Information Confirmation;
3. DPL Transmittal Letter;
4. Truth-In-Lending (TIL) Disclosure Statement – 2 Copies;
   - Borrower's copy
   - DPL file copy
5. Promissory Note – 2 Copies;
   - Borrower's unsigned copy
   - Original Signed for DPL file copy
6. Real Estate Mortgage -4 Copies;
   - 2 signed notarized copies for loan recording with Escrow
   - Borrower's copy
   - DPL file copy
7. Mortgage Rider, if condo, incorporated with mortgage – 4 Copies;
8. HOME Program Regulatory (Recapture) Agreement* - 4 Copies;
   - 2 signed notarized copies for loan recording with Escrow
   - DPL file copy
   - Borrower's copy
   - DPL file copy

   ***NOTE:** The Regulatory Agreement will be signed by DCS Director when the DPL loan file for DCS approval is submitted.

9. Insurance Letter

D. The Loan Specialist will schedule a loan signing of the DPL documents with the applicant. The Loan Specialist will review the loan terms as well as explain the **HOME DPL owner-occupancy requirement and recapture terms.**

E. After DPL signing with the applicant, Loan Specialist will have the DPL file be registered by Loan Clerk for DPL log information and loan settlement report.

F. The Sr. Clerk Typist will prepare the following additional DPL file documents:

1. Loan Ledger;
2. Loan Index Card;
3. Insurance Binder Expiration Follow-Up Card.

G. The Sr. Clerk Typist will register the DPL into the GMS Loan System and prepare the DPL payment coupons to be sent out to the client.

H. The Loan Specialist will coordinate with the 1st mortgage lender to have the mortgage and the Declaration of Land Use Restrictive Covenants or HOME Recapture Agreement to be recorded simultaneously with the 1st mortgage loan documents.

I. The Loan Specialist completes loan checklist after loan closing of 1st mortgage and the DPL.

J. The Loan Clerk will secure the DPL recorded documents in the Diebold secured file cabinet upon receipt from the escrow company.

K. The Loan Clerk will prepare the Monthly Rehab Loan Branch Settlement Report to include the DPL closings.

# APPENDIX 3

# HOME RECAPTURE AGREEMENTS

| LAND COURT SYSTEM | REGULAR SYSTEM |
|---|---|

Return by Mail ( ) Pickup ( ) To:
Department of Community Services
51 Merchant Street
Honolulu, Hawaii 96813
Telephone: 768-7076

TYPE OF DOCUMENT: Agreement

PARTIES TO DOCUMENT:

City & County of Honolulu
530 South King Street
Honolulu, Hawaii 96813

| PROPERTY DESCRIPTION | DOCUMENT NO. |
|---|---|
| Street,<br>, Hawaii 96 | DOCUMENT NO.<br>TRANSFER CERTIFICATE OF TITLE NO:<br><br>Land Court ( ) Regular ( )<br>Double ( ) |

TAX MAP KEY NO. (1)

This document contains _____ pages

## HOME PROGRAM RECAPTURE AGREEMENT

THIS HOME PROGRAM RECAPTURE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, **20__**, by and between the **CITY AND COUNTY OF HONOLULU,** a municipal corporation and instrumentality of the State of Hawaii (the "City"), and a qualifying household, on behalf of itself and _____ ("Owner").

## PREFACE

WHEREAS, the City has received a formula HOME Investment Partnership (HOME) allocation from the United States Department of Housing and Urban Development (HUD) to carry out eligible activities in accordance with program requirements; and

WHEREAS, Owner is interested in participating in the City's Down Payment Loan Program, and will comply with all program rules and requirements; and

WHEREAS, the City and Owner desire to enter into a transaction pursuant to which the City will make a down payment loan to Owner with HOME funds; and

WHEREAS, Owner will use the proceeds of such loan for the acquisition of the Property (as defined below), and other costs as provided in the Note; and

WHEREAS, as further consideration for such loan and to further the interests of the City, Owner has agreed to enter into and record this Agreement; and

WHEREAS, the purpose of this Agreement is to regulate and restrict the occupancy and ownership of the project for the benefit of project occupants and the people of the City and County of Honolulu.

The covenants in this Agreement are intended to run with the land and be binding on Owner for the full term of this Agreement.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS;**

Owner shall receive City HOME Investment Partnership funds for investment in real property owned by Owner, as evidenced by legal title or a valid contract of sale. Acting in this capacity, Owner will comply with all applicable terms, conditions, requirements and guidelines of (i) the Down Payment Loan Program, as set forth by the City, and (ii) the HOME program, as set forth by HUD, including the following:

## A. DEFINITIONS

The following terms have the meanings and content set forth in this Section A where used in this Agreement or attached exhibits.

1. "Affordability Period" means the period commencing on _____ and ending ten (10) years after recordation.

2. "Area Median Income" means the median income for the Honolulu, Hawaii Metropolitan Statistical Area (MSA), with adjustments for household size, as adjusted from time to time by HUD.

3. "Bank Loan" means that certain mortgage loan in the principal amount of $_____ made by _____ to _____..

4. "City" has the meaning set forth in the first paragraph of this Agreement.

5. "Dwelling Unit" means a residential dwelling unit that is located on the Property.

6. "Eighty Percent of Area Median Income" means annual income, which does not exceed eighty percent (80%) of the Area Median Income.

7. "HUD" has the meaning set forth in the Preface.

8. "HOME Funds/HOME Investment" means funds received pursuant to the HOME Investment Partnership Program under the Department of Housing and Urban Development (HUD), codified at 42 United States Code (U.S.C.) Section 12701, et seq., 24 Code of Federal Regulations (CFR) Part 92, to provide funds for affordable housing.

9. "Loan" is any loan of funds provided by the City to any Owner in connection with the Down Payment Loan Program.

10. "Loan Documents" means collectively the Mortgage, Mortgage Rider, Note, this Agreement and any Loan agreement, mortgage, or promissory note entered into between the City and Owner with respect to any of the Property, as they may be amended, modified or restated from time to time, along with all exhibits and attachments to these documents.

11. "Mortgage" means any mortgage, assignment of rents, and security agreement placed on the Property or any part thereof as security for any Loan and other obligations with Owner as grantor and the City as grantee, as well as any amendments to, modification of, and restatements of said mortgage.

12. “Net Proceeds” means, in the event of a voluntary or involuntary sale of the Property, the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

13. "Note" means that certain Promissory Note executed by Owner in favor of the City evidencing any part of a Loan, which is secured by a Mortgage, as well as any amendments to, modifications of, or restatements of said Note. The Note will be on file with the City.

14. "Owner" or "Owners" is the qualifying household that is the purchaser of a Dwelling Unit within the Project.

15. "Project" means the purchase of the Property, which will be affordable to households earning Eighty Percent (80%) of Area Median Income.

16. "Property" means the real property located at _____ and described in the attached Exhibit A, which is hereby incorporated into this Agreement by this reference, and any buildings or improvements now or hereafter situated on said real property.

17. "Qualifying Household" means a household whose income is Eighty Percent of Area Median Income, as determined periodically by HUD, with adjustments in accordance with 24 CFR § 92.254, and who is otherwise eligible to purchase a Dwelling Unit.

18. "Qualifying Sales Price" means a sales price that does not exceed ninety five percent (95%) of the area median purchase price for single-family housing, as determined by HUD.

19. “Recapture Amount” means an amount of HOME funds required to be paid by Owner under certain circumstances, calculated in accordance with Section E.1 below.

## B. TERM OF AGREEMENT

This Agreement shall remain in full force and effect during the Affordability Period regardless of any expiration of the term of any Loan, any payment or prepayment of any Loan, any assignment of a Note, any reconveyance of a Mortgage, or any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier by the City in writing or extended by the mutual consent of the parties. However, failure to record this Agreement by the City shall not relieve Owner of any of the obligations specified herein. The covenants in this Agreement will run with the land for the benefit of the City and its heirs, assigns and successors and be binding on Owner and Owner's heirs, assigns and successors for the full term of this Agreement.

## C. USE OF FUNDS

HOME Funds will be used to acquire the Property. Funds will be utilized in an assistance program, which will effectively allow the Qualifying Household to acquire the Property.

## D. AFFORDABILITY

1. The Dwelling Unit will qualify as "affordable housing" (within the meaning of HOME) and will have a Qualifying Sales Price of $_____.

2. The Dwelling Unit must be the principal residence of an Owner that is a Qualifying Household at the time of purchase.

3. The Loan amount for the HOME- assisted Dwelling Unit is $_____.

4. Pursuant to 24 CFR § 92.254, the use of HOME funds in a homeownership transaction carries a period of affordability for projects. This Section D will apply for the term of the Affordability Period. The date of this Agreement will commence from the date of the City accepted delivery from the Owner of the Loan Document evidencing and securing the City Down Payment Loan.

## E. RECAPTURE OF HOME FUNDS

1. Pursuant to 24 CFR § 92.254(a)(5)(ii), the City requires that HOME funds be recaptured if the Dwelling Unit does not continue to be the principal residence of Owner for the duration of the Affordability Period. If all or any part of the Property or any interest in it is sold, rented, refinanced, conveyed or transferred (or if a beneficial interest in Owner is sold, rented, refinanced, conveyed, or transferred and Owner is not a natural person), Owner shall repay to the City the amount (set forth in Section D.3 above), less a credit of five percent (5%) of the Loan amount for each full year of occupancy :

| Full Years of Occupancy | Owner Occupancy Credit |
|---|---|
| 1 | 5% |
| 2 | 10% |
| 3 | 15% |
| 4 | 20% |
| 5 | 25% |
| 6 | 30% |
| 7 | 35% |
| 8 | 40% |

| | |
|---|---|
| 9 | 45% |
| 10 | 50% |

If, for example, the Property is sold, rented, refinanced, conveyed, or transferred after the third year of the term of the Note secured by the Mortgage, Owner shall repay to the City the Loan amount less fifteen percent (15%) of the Loan amount, or eighty five percent (85%) of the Loan amount.

2. In the event that the Net Proceeds are less than the Recapture Amount set forth above, Owner shall remit to the City one hundred percent (100%) of the Net Proceeds. Such remittance shall constitute payment in full of the Recapture Amount. At the end of the Affordability Period, Owner shall no longer be subject to a repayment obligation under this Agreement.

3. The City may permit refinancing without recapture in certain limited circumstances. The City will consider requests to refinance without recapture and to subordinate the City's interest on a case-by-case basis, including, but not limited to, scenarios where the new loan would (a) reduce Owner's monthly housing costs, (b) reduce overall personal debt (e.g., pay off a car loan), or (c) if such loan involves an equity takeout, provide for Property improvements, coverage of Owner's medical expenses or relief from financial hardship.

## F. PROPERTY MANAGEMENT

1. Maintenance and Security. During the Affordability Period, Owner shall at his or her own expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary and habitable living conditions for the benefit of that Owner's household and any prospective occupants. Owner shall maintain the Property in conformance with all applicable state, federal and local laws, ordinances, codes and regulations.

2. In the event that Owner fails to maintain the Property in accordance with these standards and after at least thirty (30) business days prior notice to Owner, the City or the City's contractor or agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the City's discretion, and provide for payment thereof. Any amount advanced by the City to make such repairs, together with interest thereon from the date of such advance at the rate of seven (7) percent (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowable by applicable law), shall become an additional obligation of Owner to the City and shall be secured by any Mortgage, if not previously reconveyed.

## G. PREPAYMENT

Full prepayment of such HOME funds does not terminate the Affordability Period: Owner shall still be required to maintain the Dwelling Unit as its principal residence.

## H. PROJECT REQUIREMENTS

Compliance with the following project requirements is required as follows:

1. Maximum per-unit subsidy amount. The amount of HOME funds that a participating jurisdiction may invest on a per-unit basis in affordable housing will not exceed the per-unit dollar limits established by HUD.

2. Property Standards. Housing that is assisted with HOME funds, at a minimum, must meet HUD standards.

3. Occupancy Requirements. The HOME Program requires that occupancy standards must be maintained for the Affordability Period for each of the assisted Dwelling Units as follows:

    a. The prospective purchaser must be low income; that is, the purchaser must have an annual (gross) income that does not exceed Eighty Percent (80%) of Area Median Income, which will be determined at either the time the household initially occupies the Property or at the time the HOME funds are invested; whichever is later.

    b. Each Owner must occupy the Property as a principal residence. Only Loan default and subsequent foreclosure negate the principal residence limitation.

    c. The Property will remain affordable, pursuant to this covenant for not less than the Affordability Period, as specified by the affordability schedule at 24 CFR § 92.254(a)(4).

4. Ownership Interest. The purchaser must have ownership in fee simple title or a 99 year leasehold interest in a one- to four-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD.

## I. REVERSION OF ASSETS.

Owner must transfer to the City any HOME funds remaining in the Property after the time of expiration of the Affordability Period when there is a change to title on the Property or any sale, rental, refinance, conveyance or transfer of Property.

## J. DEFAULTS AND REMEDIES.

In the event of any breach or violation of any agreement or obligation under this Agreement, the City may proceed with any or all of the remedies as described in the Mortgage.

## K. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.

No officer, official, director, employee, agent or representative of the City shall be personally liable to Owner for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

## L. INDEMNITY.

Notwithstanding the insurance coverage required herein, Owner shall indemnify and hold the City and its officers, officials, directors, employees, agents and authorized representatives (each, an "Indemnified Party," and collectively, the "Indemnified Parties"), free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which any Indemnified Party may incur as a direct or indirect consequence of (1) Owner's failure to perform any obligations as and when required by this Agreement; (2) any failure of any of Owner's representations or warranties to be true and complete; or (3) any act or omission by Owner or any contractor, subcontractor, management agent, or supplier with respect to the Property, except where such losses are caused by the sole negligence or willful misconduct of Indemnified Parties. Owner shall pay immediately upon the City's demand any amounts owing under this indemnity. The duty of Owner to indemnify includes the duty to defend Indemnified Parties in any court action, administrative action, or other proceeding brought by any third party arising from the Property. Owner's duty to indemnify Indemnified Parties shall survive the term of this Agreement.

## M. SUBORDINATION.

Notwithstanding anything to the contrary contained herein, the City and Owner acknowledge and agree that this Agreement is subject in all respects to the liens, terms, covenants and conditions of the mortgage(s) or deed(s) of trust securing the Bank Loan. In the event of a foreclosure of such mortgage(s) or deed(s) of trust securing the Bank Loan, any provisions herein restricting the use of the Property to affordable or to low income persons or households, or otherwise restricting Owner's ability to resell the Property, shall have no further force or effect. Any person receiving title to the Property through a foreclosure of the security instrument(s) securing the Bank Loan shall receive title to the Property free and clear from such restrictions.

This Agreement shall be further subordinated in priority only to those certain liens and encumbrances approved in writing by the City in its sole and absolute discretion.

## N. MISCELLANEOUS TERMS.

1. Amendment. Except as provided in subsection 6 below, or as expressly otherwise provided elsewhere in this Agreement, this Agreement may be amended only by a written amendment executed by both parties.

2. Applicable Law. The provisions of this Agreement shall be interpreted in accordance with the law of the State of Hawaii as that law is construed and amended from time to time.

3. Assignment. Owner may not assign this Agreement or any interest in it for any purpose without the prior written consent of the City.

4. Authorization. Each party warrants to each other party that the individuals executing this Agreement on behalf of the respective parties are authorized to do so. Owner and the person signing for Owner below represent and warrant that there are no restrictions, agreement, limitations on Owner's right or ability to enter into and perform the terms of this Agreement.

5. Binding Effect. Upon its execution by each party, this Agreement shall become binding and enforceable according to its provisions. If more than one party is obligated by any provisions stated in this Agreement, those parties shall be jointly and severally liable for the performance of those obligations. The rights and obligations of each party named in this Agreement shall bind and inure to the benefit of that party, the respective heirs, personal representatives, successors, and assigns of that party.

6. City's Right to Amend. Notwithstanding any provision herein to the contrary, during the term of this Agreement, the City reserves the right, at any time, to amend this Agreement in order to assure compliance with all applicable HUD, City and County of Honolulu, State of Hawaii and other statutes, laws and regulations. All such amendments shall be within the general scope of this Agreement. The City shall provide all such amendments in writing to Owner. Owner agrees that it shall immediately take any and all reasonable steps to comply with such amendments and not to jeopardize the Loan.

7. Consent; Subsequent Agreement. If a subsequent consent or agreement required of any party by the provisions of this Agreement is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.

8. Construction. Each party named in this Agreement acknowledges and agrees that:

(a) Each party is of equal bargaining strength;

(b) Each party has actively participated in the negotiation and preparation of this instrument;

(c) Each party has consulted with their respective legal counsel and other professional advisors as each party has deemed appropriate;

(d) Each party and the party's legal counsel and advisors have reviewed this instrument; and

(e) Each party has agreed to be bound by the terms stated in this instrument following its review and obtaining advice.

9. Counterparts. This Agreement may be executed by the parties in counterparts. The counterparts executed by the parties named in this Agreement and, properly acknowledged, if necessary, taken together, shall constitute a single Agreement.

10. Dates. If any date stated in this instrument falls on a Saturday, Sunday, or legal holiday, such date shall be the next following business day.

11. Defined Terms. Certain terms where they initially are used in this Agreement are set off by quotation marks inside parentheses and subsequently are capitalized. Those designated terms shall have the same meaning throughout this Agreement, unless clearly inappropriate in context.

12. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any cause not within the reasonable control of that party, including, but not limited to, fire, an act of God, public enemy, or war, an act or failure to act of a government entity (except on the part of the City), unavailability of materials, or actions by or against labor unions, it shall not be in default of its obligations stated in this Agreement; provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If no notice is given by the delayed party, no time extension shall be granted.

13. Gender; Number. In this Agreement, the use of any gender shall include all genders and the use of any number in reference to nouns and pronouns shall include the singular or plural, as context dictates.

14. Integration. This Agreement, together with the other Loan Documents, contains all of the agreements of the parties pertaining to its subject matter. Each party

acknowledges that no person or entity has made any oral or written representation on which it has relied in entering into this Agreement which set forth herein.

15. Legal Action and Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including attorneys' fees and costs.

16. Memorandum. If required by the provisions of this Agreement or requested by any party, a memorandum of this Agreement shall be executed by the parties, the signatures properly acknowledged by a Notary Public, and recorded in the Bureau of Conveyances, State of Hawaii.

17. No Drafter. No party shall be deemed to have drafted this Agreement. No provision stated in this Agreement shall be construed against any party as its drafter.

18. No Obligations to Third Parties. Unless there is a provision stated in this Agreement to the contrary, the execution and delivery of this Agreement shall not confer rights on any person or entity except the parties herein or obligate either party herein to any person or entity except another party herein.

19. No Offer. The provisions stated in this Agreement shall not bind any party until each party has executed it. The mere delivery of this Agreement is not an offer.

20. No Waiver. No consent or waiver, expressed or implied, by either party to or of any breach or default by the other party in the performance of its obligations hereunder, shall be valid unless in writing. No such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of any other obligations of such party hereunder. The failure of any party to declare the other party in default shall not constitute a waiver by such party of its rights hereunder, irrespective of how long such failure continues.

21. Non-Agency. The parties acknowledge that neither party hereto is a partner, agent and/or employee of the other.

22. Paragraph Titles. The titles of each provision stated in this Agreement are included only for the convenience of the parties. They shall not be considered in the construction and interpretation of the provisions stated in this Agreement.

23. Required Actions by the Parties. Each party named in this Agreement agrees to execute the instruments and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to consummate the transaction contemplated by this Agreement.

24. Severability. If any provision stated in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that is made impossible by the absence of the omitted provision.

25. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto (as permitted pursuant to the provisions of this Agreement).

26. Survival. Any representation and warranty stated in this Agreement made by each party shall survive the termination of this Agreement.

27. Time is of the Essence. Time is of the essence with respect to Owner's obligations under this Agreement.

[remainder of page intentionally left blank]

IN WITNESS HEREOF, The City and Owner have executed this Agreement as of the date first set forth above.

CITY AND COUNTY OF HONOLULU

_____

By _____

Its _____

Department of Community Services

OWNER

_____

_____

**FORM APPROVED AS TO FORM AND LEGALITY BY THE DEPARTMENT OF THE CORPORATION COUNSEL, CITY AND COUNTY OF HONOLULU**
**bda : 07/26/16 HOME PROGRAM 10-YEAR RECAPTURE AGREEMENT**

STATE OF HAWAII )
: SS.
CITY AND COUNTY OF HONOLULU )

On this _____ day of _____, 20__, before me personally appeared _____, personally known to be the person(s) described in and who, on this _____ day of _____, 20__, executed this _____ page HOME Program Recapture Agreement and has acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public, First Circuit State of Hawaii

_____
My Commission Expires

STATE OF HAWAII )
: SS.
CITY AND COUNTY OF HONOLULU )

On this _____ day of _____, 20__, before me appeared _____ to me personally known, who, being duly sworn, did say that ____ is the _____ of the City and County of Honolulu, Department of Community Services, and that this _____ page HOME Program Recapture Agreement is executed on this _____ day of _____, 20__ in the name and behalf of said City and County of Honolulu, by and through its Department of Community Services by the said _____ acknowledged said instrument to be the free and deed of said City and County of Honolulu, by and through its Department of Community Services. The City and County of Honolulu, Department of Community Services does not have a seal.

_____
Notary Public, First Circuit State of Hawaii

_____
Printed Name

My Commission Expires

## EXHIBIT A

**Legal Description**

(must be attached prior to recordation)

| LAND COURT SYSTEM | REGULAR SYSTEM |
|---|---|

Return by Mail ( ) Pickup ( ) To:

TYPE OF DOCUMENT: Recapture Agreement

PARTIES TO DOCUMENT:

| PROPERTY DESCRIPTION | DOCUMENT NO. |
|---|---|
| Street,<br>, Hawaii 96 | DOCUMENT NO.<br>TRANSFER CERTIFICATE OF TITLE NO:<br><br>Land Court ( ) Regular ( ) Double ( ) |

TAX MAP KEY NO. (1)
This document contains _____ pages

## HOME PROGRAM RECAPTURE AGREEMENT

THIS HOME PROGRAM RECAPTURE AGREEMENT (this "Agreement") is entered into as of this day of , 20__, by and between the [AGENCY NAME] (the "Developer"), a Hawaii nonprofit corporation, located at [AGENCY ADDRESS], [CITY], Hawaii [ZIP CODE], and a qualifying household, on behalf of itself and ("Owner").

## PREFACE

WHEREAS, the City and County of Honolulu (City) has received a formula HOME Investment Partnership (HOME) allocation from the United States Department of Housing and Urban Development (HUD) to carry out eligible activities in accordance with program requirements; and

WHEREAS, the City has provided HOME funds to the Developer, in the amount of (_____) for the demolition and re-construction of housing located at (_____); and

WHEREAS, as a result of the HOME funding, the property is subject to an Affordability Period (as defined below) throughout which the property must remain the principal place of residence of the undersigned; and

WHEREAS, the restrictions are to ensure that HOME funds are used for the purchase of affordable housing; and

WHEREAS, the Developer will recapture HOME funds when the property ceases to remain the principal place of residence of the Owner sometime within the Affordability Period; and

WHEREAS, the Developer will repay recaptured HOME funds to the City, in accordance with 24 CFR § 92.503, and deposited in the City's HOME Investment Trust Fund local account.

The covenants in this Agreement are intended to run with the land and be binding on Owner for the full term of this Agreement.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS;**

The Developer received City HOME Investment Partnership funds for investment in real property sold to the by Owner, as evidenced by legal title or a valid contract of sale. Acting in this capacity, Owner will comply with all applicable terms, conditions, requirements and guidelines of the HOME program, as set forth by HUD, including the following:

## A. DEFINITIONS

The following terms have the meanings and content set forth in this Section A where used in this Agreement or attached exhibits.

1. "Affordability Period" means the period commencing on _____ and ending fifteen (15) years after recordation.

2. "Area Median Income" means the median income for the Honolulu, Hawaii Metropolitan Statistical Area (MSA), with adjustments for household size, as adjusted from time to time by HUD.

3. "City" has the meaning set forth in the preface of this Agreement.

4. "Dwelling Unit" means a residential dwelling unit that is located on the Property.

5. "Eighty Percent of Area Median Income" means annual income, which does not exceed eighty percent (80%) of the Area Median Income.

6. "HUD" has the meaning set forth in the Preface.

7. "HOME Funds/HOME Investment" means funds received pursuant to the HOME Investment Partnership Program under the Department of Housing and Urban Development (HUD), codified at 42 United States Code (U.S.C.) Section 12701, et seq., 24 Code of Federal Regulations (CFR) Part 92, to provide funds for affordable housing.

8. "Homeowner" means the Owner(s) in the first paragraph of this Agreement.

9. "Net Proceeds" means, in the event of a voluntary or involuntary sale of the Property, the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

10. "Owner" or "Owners" is the qualifying household that is the purchaser of a Dwelling Unit within the Project.

11. "Principal Residence" means the Dwelling Unit maintained by the Owner as their principal residence, meaning Owner shall not move out and either leave the Dwelling Unit vacant or rent the Dwelling Unit.

12. "Project" means the purchase of the Property, which will be affordable to households earning Eighty Percent (80%) of Area Median Income.

13. "Property" means the real property located at _____ and described in the attached Exhibit A, which is hereby incorporated into this Agreement by

this reference, and any buildings or improvements now or hereafter situated on said real property.

14. "Qualifying Household" means a household whose income is Eighty Percent of Area Median Income, as determined periodically by HUD, with adjustments in accordance with 24 CFR § 92.254, and who is otherwise eligible to purchase a Dwelling Unit.

15. "Qualifying Sales Price" means a sales price that does not exceed ninety five percent (95%) of the area median purchase price for single-family housing, as determined by HUD.

16. "Recapture Amount" means an amount of HOME funds required to be paid by Owner under certain circumstances, calculated in accordance with Section E.1 below.

## B. TERM OF AGREEMENT

This Agreement shall remain in full force and effect during the Affordability Period regardless of any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier by the Developer and/or City in writing or extended by the mutual consent of the parties. However, failure to record this Agreement by the Developer shall not relieve Owner of any of the obligations specified herein. The covenants in this Agreement will run with the land for the benefit of the Developer and its heirs, assigns and successors and be binding on Owner and Owner's heirs, assigns and successors for the full term of this Agreement.

## C. USE OF FUNDS

HOME Funds will be used to demolish and re-construct the Property. Funds will be utilized in an assistance program, which will effectively allow the Qualifying Household to acquire the Property.

## D. AFFORDABILITY

1. The Dwelling Unit will qualify as "affordable housing" (within the meaning of HOME) and will have a Qualifying Sales Price of $_____.

2. The Dwelling Unit must be the Principal Residence of an Owner that is a Qualifying Household at the time of purchase.

3. Pursuant to 24 CFR § 92.254, the use of HOME funds in a homeownership transaction carries a period of affordability for projects. This Section D will apply for the term of the Affordability Period.

## E. RECAPTURE OF HOME FUNDS

1. Pursuant to 24 CFR § 92.254(a)(5)(ii), the City requires that HOME funds be recaptured, by the Developer, if the Dwelling Unit does not continue to be the Principal Residence of Owner for the duration of the Affordability Period. If all or any part of the Property or any interest in it is sold, rented, refinanced, conveyed or transferred (or if a beneficial interest in Owner is sold, rented, refinanced, conveyed, or transferred and Owner is not a natural person), Owner shall repay to the Developer the allocated HOME investment amount of $_____, less a credit of three point three three percent (3.33%) of the HOME investment amount for each full year of occupancy :

| Full Years of Occupancy | Owner Occupancy Credit |
|---|---|
| 1 | 3.33% |
| 2 | 6.66% |
| 3 | 10.00% |
| 4 | 13.33% |
| 5 | 16.66% |
| 6 | 20.00% |
| 7 | 23.33% |
| 8 | 26.66% |
| 9 | 30.00% |
| 10 | 33.33% |
| 11 | 36.66% |
| 12 | 40.00% |
| 13 | 43.33% |
| 14 | 46.66% |
| 15 | 50.00% |

If, for example, the Property is sold, rented, refinanced, conveyed, or transferred after the third year of the term of the Affordability Period, Owner shall repay to the Developer the HOME funding amount less fifteen percent (15%) of the HOME funding amount, or eighty five percent (85%) of the HOME funding amount.

2. In the event that the Net Proceeds are less than the Recapture Amount set forth above, Owner shall remit to the Developer one hundred percent (100%) of the Net Proceeds. Such remittance shall constitute payment in full of the Recapture Amount. At the end of the Affordability Period, Owner shall no longer be subject to a repayment obligation under this Agreement.

## F. PROPERTY MANAGEMENT

1. Maintenance and Security. During the Affordability Period, Owner shall at his or her own expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary and habitable living conditions for the benefit of that Owner's household and any prospective occupants. Owner shall maintain the Property in conformance with all applicable state, federal and local laws,

ordinances, codes and regulations.

2. In the event that Owner fails to maintain the Property in accordance with these standards and after at least thirty (30) business days prior notice to Owner, the City or the City's contractor or agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the City's discretion, and provide for payment thereof. Any amount advanced by the City to make such repairs, together with interest thereon from the date of such advance at the rate of seven (7) percent (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowable by applicable law), shall become an additional obligation of Owner to the City and shall be secured by a mortgage, if not previously reconveyed.

## G. REPAYMENT OF HOME FUNDS

Full repayment of the HOME investment in the Property does not terminate the Affordability Period: Owner shall still be required to maintain the Dwelling Unit as its Principal Residence.

## H. PROJECT REQUIREMENTS

Compliance with the following project requirements is required as follows:

1. Maximum per-unit subsidy amount. The amount of HOME funds that a participating jurisdiction may invest on a per-unit basis in affordable housing will not exceed the per-unit dollar limits established by HUD.

2. Property Standards. Housing that is assisted with HOME funds, at a minimum, must meet HUD standards.

3. Occupancy Requirements. The HOME Program requires that occupancy standards must be maintained for the Affordability Period for each of the assisted Dwelling Units as follows:

   a. The prospective purchaser must be low income; that is, the purchaser must have an annual (gross) income that does not exceed Eighty Percent (80%) of Area Median Income, which will be determined at either the time the household initially occupies the Property or at the time the HOME funds are invested, whichever is later.

   b. Each Owner must occupy the Property as a principal residence. Only Loan default and subsequent foreclosure negate the principal residence limitation.

   c. The Property will remain affordable, pursuant to this covenant for not less than the Affordability Period, as specified by the affordability schedule at 24 CFR § 92.254(a)(4).

4. Ownership Interest. The purchaser must have ownership in fee simple title or a 99 year leasehold interest in a one- to four-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD.

## I. REVERSION OF ASSETS.

Owner must transfer to the Developer any HOME funds remaining in the Property after the time of expiration of the Affordability Period when there is a change to title on the Property or any sale, rental, refinance, conveyance or transfer of Property.

## J. DEFAULTS AND REMEDIES.

In the event of any breach or violation of any agreement or obligation under this Agreement, the Developer and/or City may proceed with any or all of the remedies as described in the Mortgage.

## K. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.

No officer, official, director, employee, agent or representative of the Developer and/or City shall be personally liable to Owner for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

## L. INDEMNITY.

Notwithstanding the insurance coverage required herein, Owner shall indemnify and hold the Developer and/or City and its officers, officials, directors, employees, agents and authorized representatives (each, an "Indemnified Party," and collectively, the "Indemnified Parties"), free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which any Indemnified Party may incur as a direct or indirect consequence of (1) Owner's failure to perform any obligations as and when required by this Agreement; (2) any failure of any of Owner's representations or warranties to be true and complete; or (3) any act or omission by Owner or any contractor, subcontractor, management agent, or supplier with respect to the Property, except where such losses are caused by the sole negligence or willful misconduct of Indemnified Parties. Owner shall pay immediately upon the Developer's and/or City's demand any amounts owing under this indemnity. The duty of Owner to indemnify includes the duty to defend Indemnified Parties in any court action, administrative action, or other proceeding brought by any third party arising from the Property. Owner's duty to indemnify Indemnified Parties shall survive the term of this Agreement.

## M. SUBORDINATION.

Notwithstanding anything to the contrary contained herein, the Developer and/or City and Owner acknowledge and agree that this Agreement is subject in all respects to

the liens, terms, covenants and conditions of the mortgage(s) or deed(s) of trust securing the Bank Loan. In the event of a foreclosure of such mortgage(s) or deed(s) of trust securing the Bank Loan, any provisions herein restricting the use of the Property to affordable or to low income persons or households, or otherwise restricting Owner's ability to resell the Property, shall have no further force or effect. Any person receiving title to the Property through a foreclosure of the security instrument(s) securing the Bank Loan shall receive title to the Property free and clear from such restrictions.

This Agreement shall be further subordinated in priority only to those certain liens and encumbrances approved in writing by the Developer and City in its sole and absolute discretion.

## N. MISCELLANEOUS TERMS.

1. Amendment. Except as provided in subsection 6 below, or as expressly otherwise provided elsewhere in this Agreement, this Agreement may be amended only by a written amendment executed by both parties.

2. Applicable Law. The provisions of this Agreement shall be interpreted in accordance with the law of the State of Hawaii as that law is construed and amended from time to time.

3. Assignment. Owner may not assign this Agreement or any interest in it for any purpose without the prior written consent of the Developer and City.

4. Authorization. Each party warrants to each other party that the individuals executing this Agreement on behalf of the respective parties are authorized to do so. Owner and the person signing for Owner below represent and warrant that there are no restrictions, agreement, limitations on Owner's right or ability to enter into and perform the terms of this Agreement.

5. Binding Effect. Upon its execution by each party, this Agreement shall become binding and enforceable according to its provisions. If more than one party is obligated by any provisions stated in this Agreement, those parties shall be jointly and severally liable for the performance of those obligations. The rights and obligations of each party named in this Agreement shall bind and inure to the benefit of that party, the respective heirs, personal representatives, successors, and assigns of that party.

6. City's Right to Amend. Notwithstanding any provision herein to the contrary, during the term of this Agreement, the Developer and City reserves the right, at any time, to amend this Agreement in order to assure compliance with all applicable HUD, City and County of Honolulu, State of Hawaii and other statutes, laws and regulations. All such amendments shall be within the general scope of this Agreement. The Developer shall provide all such amendments in writing to Owner and City. Owner agrees that it shall immediately take any and

all reasonable steps to comply with such amendments and not to jeopardize the HOME funding.

7. Consent; Subsequent Agreement. If a subsequent consent or agreement required of any party by the provisions of this Agreement is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.

8. Construction. Each party named in this Agreement acknowledges and agrees that:

   (a) Each party is of equal bargaining strength;

   (b) Each party has actively participated in the negotiation and preparation of this instrument;

   (c) Each party has consulted with their respective legal counsel and other professional advisors as each party has deemed appropriate;

   (d) Each party and the party's legal counsel and advisors have reviewed this instrument; and

   (e) Each party has agreed to be bound by the terms stated in this instrument following its review and obtaining advice.

9. Counterparts. This Agreement may be executed by the parties in counterparts. The counterparts executed by the parties named in this Agreement and, properly acknowledged, if necessary, taken together, shall constitute a single Agreement.

10. Dates. If any date stated in this instrument falls on a Saturday, Sunday, or legal holiday, such date shall be the next following business day.

11. Defined Terms. Certain terms where they initially are used in this Agreement are set off by quotation marks inside parentheses and subsequently are capitalized. Those designated terms shall have the same meaning throughout this Agreement, unless clearly inappropriate in context.

12. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any cause not within the reasonable control of that party, including, but not limited to, fire, an act of God, public enemy, or war, an act or failure to act of a government entity (except on the part of the City), unavailability of materials, or actions by or against labor unions, it shall not be in default of its obligations stated in this Agreement; provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is

obligated within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If no notice is given by the delayed party, no time extension shall be granted.

13. Gender; Number. In this Agreement, the use of any gender shall include all genders and the use of any number in reference to nouns and pronouns shall include the singular or plural, as context dictates.

14. Legal Action and Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including attorneys' fees and costs.

15. Memorandum. If required by the provisions of this Agreement or requested by any party, a memorandum of this Agreement shall be executed by the parties, the signatures properly acknowledged by a Notary Public, and recorded in the Bureau of Conveyances, State of Hawaii.

16. No Drafter. No party shall be deemed to have drafted this Agreement. No provision stated in this Agreement shall be construed against any party as its drafter.

17. No Obligations to Third Parties. Unless there is a provision stated in this Agreement to the contrary, the execution and delivery of this Agreement shall not confer rights on any person or entity except the parties herein or obligate either party herein to any person or entity except another party herein.

18. No Offer. The provisions stated in this Agreement shall not bind any party until each party has executed it. The mere delivery of this Agreement is not an offer.

19. No Waiver. No consent or waiver, expressed or implied, by either party to or of any breach or default by the other party in the performance of its obligations hereunder, shall be valid unless in writing. No such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of any other obligations of such party hereunder. The failure of any party to declare the other party in default shall not constitute a waiver by such party of its rights hereunder, irrespective of how long such failure continues.

20. Non-Agency. The parties acknowledge that neither party hereto is a partner, agent and/or employee of the other.

21. Paragraph Titles. The titles of each provision stated in this Agreement are included only for the convenience of the parties. They shall not be considered

in the construction and interpretation of the provisions stated in this Agreement.

22. Required Actions by the Parties. Each party named in this Agreement agrees to execute the instruments and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to consummate the transaction contemplated by this Agreement.

23. Severability. If any provision stated in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that is made impossible by the absence of the omitted provision.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto (as permitted pursuant to the provisions of this Agreement).

25. Survival. Any representation and warranty stated in this Agreement made by each party shall survive the termination of this Agreement.

26. Time is of the Essence. Time is of the essence with respect to Owner's obligations under this Agreement.

[remainder of page intentionally left blank]

IN WITNESS HEREOF, the Developer and Owner have executed this Agreement as of the date first set forth above.

[INSERT DEVELOPER NAME]

_____

By _____

Its _____

OWNER

_____

_____

STATE OF HAWAII )
: SS.
CITY AND COUNTY OF HONOLULU )

On this _____ day of _____, 20__, before me personally appeared _____, personally known to be the person(s) described in and who, on this _____ day of _____, 20__, executed this _____ page HOME Program Recapture Agreement and has acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public, First Circuit State of Hawaii

_____
My Commission Expires

STATE OF HAWAII )
: SS.
CITY AND COUNTY OF HONOLULU )

On this _____ day of _____, 20__, before me appeared _____ to me personally known, who, being duly sworn, did say that ____ is the _____ of the City and County of Honolulu, Department of Community Services, and that this _____ page HOME Program Recapture Agreement is executed on this _____ day of _____, 20__ in the name and behalf of said City and County of Honolulu, by and through its Department of Community Services by the said _____ acknowledged said instrument to be the free and deed of said City and County of Honolulu, by and through its Department of Community Services. The City and County of Honolulu, Department of Community Services does not have a seal.

_____
Notary Public, First Circuit State of Hawaii

_____
Printed Name

My Commission Expires

**EXHIBIT A**

**Legal Description**

(must be attached prior to recordation)

# APPENDIX 4

# HOUSING TRUST FUND ALLOCATION PLAN

# CITY AND COUNTY OF HONOLULU

# HOUSING TRUST FUND

# ALLOCATION PLAN

# PROGRAM YEAR 2018-2019

## I. INTRODUCTION

The National Housing Trust Fund Program (HTF) was created by Title I of the Housing and Economic Recovery Act of 2008 (HERA), Section 1131 (Public Law 110-289), and is administered by the U.S. Department of Housing and Urban Development (HUD). The regulations which govern the HTF are contained in 24 CFR Part 93, Housing Trust Fund. The purpose of the HTF is to provide grants to the State governments to increase and preserve the supply of decent, safe, and sanitary affordable housing for extremely low- and very low-income households (with incomes at or below 30% and 50% of the area median income, respectfully), including homeless families.

## II. STATE ALLOCATION PLAN

The Hawaii Housing Finance and Development Corporation (HHFDC) is designated as the HTF Grantee for the State of Hawaii (State). HHFDC's HTF Allocation Plan, which has been approved by HUD, states that the HHFDC will allocate its HTF funds to the City and County of Honolulu (City) and the designated neighbor island county that receives HHFDC's rotated HOME allocation (collectively, the "Subgrantees"), for the purpose of providing affordable rental housing to extremely low-income households (not exceeding 30% AMI), including homeless families.

## III. DISTRIBUTION OF FUNDS

Consistent with the State's Consolidated Plan, the City's Consolidated Plan identified a substantial need for affordable housing throughout the City. Consequently, the City will make its allocation of HTF funds available to the following geographic priority areas:

a. Housing First Model — Scattered sites, in particular the Waianae Coast, Downtown Honolulu, and East Honolulu. These regions are local priority areas based on the City's strategic development scheme and assessment.

b. Eligible/Approved Neighborhood Revitalization Areas (NRSA). The City currently has one (1) HUD approved NRSA, the Wahiawa NRSA. The City is committed to supporting eligible NRSA's and the creation of new NRSAs.

HHFDC has informed the Subgrantees that the annual distribution of HTF funds will be as described below:

a. HHFDC will retain 5% of the HTF allocation for allowable administrative and planning expenses.

b. The balance of the HTF annual allocation will be split (50/50) between the Subgrantees: for PY2019, the City and the County of Kauai were anticipated to receive the HTF allocation; the next neighbor island allocations would be received by the County of Maui in PY2020.

c. The HTF program requires HHFDC to commit funds within 24 months of HUD's execution of the HTF grant agreement. Should a Subgrantee be unable to identify an eligible HTF project(s) and/or complete the tasks to meet the commitment requirements within a specified timeframe, HHFDC, in its sole discretion, shall seek alternate activities from the remaining Subgrantees.

d. The HHFDC anticipates receiving $3,000,000 in HTF funds for the Program Year 2019-2020, to be distributed as follows:

| Program Year 2019 - 2020 | | | | |
|---|---|---|---|---|
| Fund Type | City and County of Honolulu | County of Kauai | HHFDC | Total |
| Project Funds | $1,350,000 | $1,350,000 | $0 | $2,700,000 |
| Administration | $75,000 | $75,000 | $150,000 | $300,000 |
| Total | $1,425,000 | $1,425,000 | $150,000 | $3,000,000 |

## IV. ELIGIBLE ACTIVITIES AND EXPENSES

In accordance with HHFDC's Allocation Plan, the City will focus its HTF funds on providing affordable rental housing to extremely low-income households. HTF funds may be used for the production, preservation, and rehabilitation of affordable rental housing through the acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing with suitable amenities.

Eligible activities and expenses include: real property acquisition, site improvements and development hard costs, related soft costs, conversion, demolition, financing costs, relocation assistance, operating cost assistance and reasonable administrative and planning costs for HTF program administration.

The City does not intend to use HTF funds for refinancing of existing debt or homebuyer activities. Therefore, no applicable resale, recapture, or affordability provisions related to homebuyer activities.

## V. ELIGIBLE RECIPIENTS

The City will award HTF funds as grants to eligible and qualified non-profit agencies who will provide affordable rental housing to extremely low-income households. The Notice of Funding Availability (NOFA) for HTF funds gives specific eligibility requirements for recipients. A recipient must:

a. Make acceptable assurances to the City that it will comply with the requirements of the HTF program during the entire period that begins upon selection of the recipient to receive HTF funds, and ending upon the conclusion of all HTF-funded activities;

b. Demonstrate the ability and financial capacity to undertake, comply, and manage the eligible activity;

c. Demonstrate its familiarity with the requirements of other Federal, State, and/or local housing programs that may be used in conjunction with HTF funds to ensure compliance with all applicable requirements and regulations of such programs; and

d. Have demonstrated experience and capacity to conduct an eligible HTF activity as evidenced by its ability to own, construct, or rehabilitate, and manage and operate an affordable multifamily rental housing development.

## VI. ELIGIBLE FORMS OF ASSISTANCE

Eligible activities may be supported with the following forms of assistance:

a. Equity investment;
b. Interest bearing loans or advances;
c. Non-interest bearing loans or advances;
d. Interest subsidies;
e. Deferred payment loans;
f. Grants; and
g. Other forms of assistance approved by HUD.

## VII. AFFORDABILITY PERIOD

All HTF-assisted units will be required to have a minimum affordability period of thirty (30) years.

## VIII. CONSOLIDATED PLAN PRIORITY

The City's Consolidated Plan for Fiscal Years 2016-2020 identified the development of new and preservation of existing affordable rental housing as a top priority. On August 9, 2017 the City amended the Consolidated Plan for Fiscal Years 2016-2020 to include the allocation of HTF funds from the HHFDC. The City will amend its Program Year 2019 Annual Action Plan to include this HTF Allocation Plan and to identify the selected project(s) that received consideration for award of HTF funds.

## IX. APPLICATION AND AWARD PROCESS

Subject to availability of funds, the City will annually solicit proposals from qualified non-profits for HTF projects. Proposals are reviewed for eligibility and rated using the selection criteria set forth in HHFDC's HTF Allocation Plan. Each application must:

a. Describe the eligible activity to be conducted with HTF funds in accordance with 24 CFR 93.200;

b. Demonstrate the Applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner;

c. Describe the knowledge and recent and relevant experience of the Applicant's project manager and staff (including consultants and contractors) in planning and managing the project being requested;

d. Specify the extent to which rents for units in the proposed project will be affordable to extremely low income families;

e. State the duration of the proposed affordability period for HTF-assisted units;

f. Explain how the proposed project meets priority housing needs of the City, including priorities identified in the City's Consolidated Plan;

g. Explain how the proposed project relates to the location of existing affordable housing;

h. Provide performance goals and benchmarks, including schedules for acquisition, construction, rehabilitation, occupancy and operational activities, as well as milestones and expenditure schedules;

i. Provide updated financial information to include project budget; sources and uses statements to include the amount, source, use and terms of all funding sources, for construction and permanent financing;

j. Provide written financial commitments or letters of project support from all other funding sources required for the project;

k. Include the assessments, reports, analyses, and pro forma that are required by minimum threshold requirements below, and establish that all other minimum threshold requirements are assured;

l. For projects involving new construction of rental housing, explain how the proposed project site (1) provides housing that furthers compliance with civil rights laws, and that promotes greater choice of housing opportunities, and (2) meet the site and neighborhood standards requirements in 24 CFR 983.57(e)(2); and

m. Include a certification that housing units assisted with HTF will comply with all HTF requirements.

## X. MINIMUM THRESHOLDS

Applicants <u>must meet all</u> of the following Minimum Threshold requirements to receive consideration for an allocation of award of HTF funds.

<u>Failure to meet any Minimum Threshold shall result in the immediate rejection of the application.</u>

1. Market Assessment

   A market assessment of the housing needs of extremely low income individuals to be served by the project must be submitted as a part of the application. The assessment should review the neighborhood and other relevant data to determine that there is current demand for the type and number of housing units being developed.

2. Site Control

   Evidence of site control shall be submitted with the application for HTF funds. Site control shall be substantiated by providing evidence in the form of an executed lease or sales option agreement, fee simple deed, executed land lease, or any other documentation acceptable to the City. Evidence of site control must be provided for all proposed sites.

3. Capital Needs Assessment (For projects acquiring an existing property.)

   To ensure that the proposed rehabilitation of the project is adequate and that the property will have a useful life that exceeds the affordability period, a capital needs assessment of the property by a competent third party shall be submitted with the application. A capital needs assessment is a qualified professional's opinion of a property's current physical condition. It identifies deferred maintenance, physical needs and deficiencies, and material building code violations that affect the property's use, structural and mechanical integrity, and future physical and financial needs. The Capital Needs Assessment shall identify any work that must be completed immediately to address health and safety issues, violation of Federal or State law, violation of local code, or any work necessary to ensure that the building can continue to operate as affordable housing.

4. Debt Service Ratio

   a. Projects <u>with hard debt service</u> requirements:

      The Project is required to evidence a Debt Service Ratio of no less than 1.15x on all hard debt service requirements for the first 15 years.

   b. Project with <u>no</u> hard debt service requirements:

      The Project <u>is required</u> to evidence a positive Net Operating Income throughout the 30-year pro forma period.

   c. Hard Debt Service:

      i. Defined as scheduled regular and periodic principal and/or interest payments of project loan obligations made for its direct benefit, as evidenced by a note and loan agreement.

      ii. The Applicant is required to support all hard debt service loans and terms with executed lenders' commitment letters, letters of interest, or term sheets.

d. Underwriting Criteria and Requirements:

To ensure that HTF funding does not exceed the amount necessary, alone or in combination with other governmental assistance, to provide quality affordable housing that is financially viable for the required thirty (30) year affordability period, applications will be analyzed in accordance with the underwriting and subsidy layering requirements set forth in 24 CFR 93.300(b). The review and analysis includes, but is not limited to:

1. An examination of sources and uses of funds for the proposed project (including any operating or project-based rental assistance) and a determination that all costs are reasonable; and

2. An assessment, at minimum, of the current market demand in the neighborhood in which the project will be located, the experience of the recipient, the financial capacity of the recipient, and firm written financial commitments for the project.

3. Applicants are required to use the following parameters and assumptions in the preparation of the project pro forma:

   i. Annual Income Inflation Rate of 2.0% and Annual Expense Inflation Rate of 3.0% for the first 15 years or term of the first mortgage, whichever is greater.

   ii. Annual Income Inflation Rate of 2.0% and Annual Expense Inflation Rate of 2.0% for the remaining term of affordability.

   iii. Vacancy Rate of no less than 5.0%.

   iv. Annual Replacement Reserve Allocation of no less than $300 per unit per year.

4. Phase I Environmental Site Assessment

   All proposed multifamily (more than four housing units) HTF projects require a Phase I Environmental Site Assessment.

   For acquisition/rehabilitation projects, the Phase 1 Environmental Assessment should address lead based paint and asbestos.

5. Developer Fee

   i. New Construction - maximum developer fee of 15% of the total development costs or $3,750,000 (whichever is less);

   ii. Acquisition/Rehabilitation — maximum developer fee of 10% of the acquisition costs and 15% of the rehabilitation costs, or $3,750,000 (whichever is less).

## XI. SELECTION CRITERIA

a. Timeliness and Readiness to Proceed (Max. 30 points) - The proposed project is feasible and will meet the required timelines to commit and expend HTF funds. Applicants need to demonstrate project "readiness". Factors to be considered are site control, financial commitments, environmental factors, zoning, utilities and site and neighborhood standards.

b. Consolidated Plan Priorities (Max. 10 points) - The extent to which the project proposes accomplishments that will meet the rental housing objectives of the HHFDC and the priority housing needs of the City. The HTF is primarily a production program meant to add units to the supply of affordable housing for extremely low-income households. Merits of the application in meeting the priority housing needs of the City where the project is located such as accessible to transit or employment centers, housing that includes green buildings and sustainable development features or housing that service special needs populations. The priority housing needs include (1) development of housing to support the City's Housing First approach to ending homelessness, (2) acquisition or renovation of buildings to support Housing First, and (3) development of new and preservation of existing affordable and special-needs rental housing.

c. Developer Experience and Financial Capacity (Max. 25 points) - Applicant's ability to obligate HTF dollars and undertake funded activities in a timely manner. Need to review evidence of experience in developing and managing projects of similar type and scope, staff qualifications, and fiscal soundness. In addition, applicants who have received federal funds in the past will be evaluated on the basis of their past performance. Qualifications of the proposed project team, personnel and/or contractors to carry out the proposed project including proven record of experience with comparable projects.

d. Financially Feasible Project (Max. 25 points) - Project pro forma to cover a minimum 30-year HTF affordability period and include rents that are affordable to extremely low-income households. Priority to be given for projects with extended affordability periods and project based rental assistance; and

e. Use of Non-Federal Funding Sources (Max.10 points) - Given the 30% AMI income targeting requirements, viable projects will require other funding sources compatible with HTF. Priority consideration to the extent project will use non-federal funding sources.

A minimum score of 50 points (out of the 100 total points) must be scored in order to be recommended for the award of HTF funds.

Successful Applicant(s) will receive a Notice of Award, which will state that the City's intent to award HTF funds is subject to approval of the applicable HTF Allocation Plan and Program Year Action Plan by the Honolulu City Council, HHFDC, and HUD.

## XII Maximum Per-Unit Development Subsidy Limits

Each year, the HHFDC must establish maximum limitations on the total amount of HTF funds that may be invested per-unit for development of non-luxury rental housing projects. The Public Housing Development Cost Limits (TDCs) for elevator structures, as annually established by HUD, have been adopted for the HTF program. HUD's data is based on construction cost indices for the area and is published annually by HUD's Office of Public and Indian Housing. The development costs of affordable rental housing across the state are generally higher in comparison but the TDCs provide reliable maximum subsidy limit which will produce a greater number of HTF assisted units throughout the state. The limits are applicable statewide but, in the future, should HUD's data indicate that costs vary significantly across the state, the limits may be adjusted accordingly.

The following table displays the maximum per unit subsidy limits by bedroom size for housing assisted with HTF within the State of Hawaii, for PY 2019:

| Bedrooms | PY18 Maximum Per-Unit Subsidy Limit |
|---|---|
| 0 | $177,886 |
| 1 | $249,041 |
| 2 | $320,196 |
| 3 | $426,927 |
| 4+ | $533,659 |

## XIII INCOME LIMITS

All HTF-assisted rental units must benefit households that earn less than 30% of median income or families with incomes at, or below, the poverty line (whichever is greater) upon initial income certification. The income limits for Program Year 2018 (Oct. 1, 2018 – Sept. 30, 2019) are:

| Household Size | Annual Income |
|---|---|
| 1 | $24,500 |
| 2 | $28,000 |
| 3 | $31,500 |
| 4 | $35,000 |
| 5 | $37,800 |
| 6 | $40,600 |
| 7 | $43,780 |
| 8 | $48,750 |

## XIV RENT LIMITS

Projects are also restricted by the amount of rent that can be charged for HTF assisted units. The Program Year 2018 (Oct. 1, 2018 – Sept. 30, 2019) rent limits are as follows:

| Bedrooms | Monthly Rent |
|---|---|
| 0 | $612 |
| 1 | $656 |
| 2 | $787 |
| 3 | $910 |
| 4 | $1,015 |
| 5 | $1,156 |
| 6 | $1,343 |

Note: Rents must include the utilities, or else the tenants must be given a utility allowance. The City's HTF program follows the utility allowances established by the City's Section 8 program.

## XV. PERFORMANCE GOALS AND BENCHMARKS

The City anticipates receiving $1,425,000 annually from HHFDC. In accordance with HHFDC's Allocation Plan, the City will allocate approximately five percent (5%) or $75,000 of its grant to program planning and administrative cost, with the balance of the grant funds or $1,350,000 being made available to eligible and qualified non-profit agencies who will provide affordable rental housing to extremely low-income households. Given Hawaii's high construction cost to produce housing restricted to extremely low-income households, the City anticipates producing between four (4) and nine (9) restricted units annually.

Following HHFDC's method of distribution and 2015-2019 Consolidated Plan goal for the HTF to "assist in the development or preservation of twenty-eight (28) affordable housing units over the next four (4) years, for households with incomes at or below thirty percent (30%) of the area median income", and given the cost to produce housing restricted to households earning less than thirty percent (30%) of the area median income, the City estimates that HTF funds will assist in developing approximately four (4) affordable rental units for extremely low-income households annually for a total of sixteen (16) during the Consolidated Plan period.

## XVI REHABILITATION STANDARDS

Rehabilitation of multi-family projects that utilize HTF funds must comply with all applicable federal, state and local codes, ordinances, requirements, HTF rehabilitation standards and the requirements of 24 CFR 93.301(b). At a minimum, the following property standards and requirements shall apply.

a. Health and Safety — If the housing is occupied at the time of the initial inspection, all Life-Threatening deficiencies must be identified and addressed immediately. See Appendix A which identifies all life-threatening deficiencies (highlighted in yellow color and boldface) for the property site, building systems, common areas and unit components.

b. Major Systems — All projects with 26 or more units are required to have the useful remaining life of the major systems determined with a capital needs assessment. Major systems include: structural support, roofing, cladding and weatherproofing (e.g. windows, doors, siding, gutters), plumbing, electrical, heating, ventilation and air conditioning. If the useful life of one or more major system is less than the affordability period, it must be replaced or rehabilitated or a replacement reserve must be established and monthly deposits made to the reserve account to adequately repair or replace the systems as needed.

c. Lead Safe Housing Rule — All HTF-funded rehabilitation must meet the requirements of the Lead Safe Housing Rule at 24 CFR Part 35.

d. Accessibility — Assisted housing must meet the accessibility requirements at 24 CFR part 8 (implementing Section 504 of the Rehabilitation Act of 1973) and Titles II and III of the Americans with Disabilities Act implemented at 28 CFR parts 35 and 36. For "covered multifamily dwellings," as defined at 24 CFR 100.205, standards must require that the housing meets the design and construction requirements at 24 CFR 100.205. (Note that grantees may use HTF funds for other improvements that permit use by a person with disabilities, even if they are not required by statute or regulation.)

e. Disaster Mitigation — Housing must meet state and local requirements for disaster mitigation, or requirements established by HUD, where they are needed to mitigate the risk of potential natural disasters.

The City regulations pertinent to mitigating risk and damage from disasters are found in Chapter 16, Building Code.

| Disaster | Code Section |
|---|---|
| Fire | 913 Fire Protection, Sprinkler, Standpipe, Smoke Control Systems<br>1008 Main exit, gates<br>10126 Openings (escape windows)<br>1203 Exhausting of contaminants |
| Rain | 1503 Roof slope, roof drains |
| Flood | 1612 design and construction in flood areas |
| Wind | 1603 Wind loads<br>1609 Protection of openings<br>3105 Design and construction of awnings, canopies<br>R301/R324 Blocking, straps, anchors to tie roof to Foundation, uplift resistance |
| Seismic | 1604 Seismic use and factor<br>1605 Load calculations<br>1613 Additions to existing buildings shall comply with seismic requirements for new structures |

| | |
|---|---|
| Inspections | B913 Fire protection<br>B1704 Structural steel for seismic resistance<br>B1704 Structural wood for lateral force<br>B1704 metal connectors, anchors etc. for load path to resist uplift forces |

f. Local, State or National Codes — All rehabilitation projects must meet all applicable federal, state and local codes, standards, ordinances, rules, regulations and requirements by project completion. In cases where standards differ, the most restrictive standard will apply. Should the adopted codes be modified or updated, the newly adopted code standards will apply.

The City housing codes, which are published in the Revised Ordinances of Honolulu 1990, as amended (ROH), are available on the City's website at https://www.honolulu.gov/ocs/roh

- Chapter 16: Building Code
- Chapter 17: Electrical Code
- Chapter 18: Fees and permits for Building, Electrical, Plumbing and Sidewalk Codes.

Note: Specific renovations, per Article 3, are not required to obtain a building permit. For example: reroofing work which will not affect the structural components, installation of siding which will not affect the structural components, retaining walls and fences not more than 30 inches in height, paving within private property, replacement of component parts of existing work which do not aggregate over $1,000 in valuation in any 12-month period, electrical work done by a licensed electrical contractor which does not aggregate over $500 in valuation in any 12-month period, plumbing work done by a licensed plumbing contractor which does not aggregate over $1,000 in valuation in any 12-month period and plumbing repairs when the work does not involve or require the replacement or rearrangement of valves, pipes or fixtures.

- Chapter 19: Plumbing Code
- Chapter 20: Fire Code of the City and County of Honolulu
- Chapter 21: Land Use Ordinance
- Chapter 27: Housing Code

The City's codes, and inspection practices, do not significantly differentiate between rehabilitation standards and new construction standards in regards to methods and materials. The City uses a three phase method towards rehabilitation standards:

- First, to determine whether the project to be rehabilitated is defined as a nonconforming structure, and regulated by Article 4, Section 21-4.110. For example, if a nonconforming structure contains multifamily dwelling

units, under specified ownerships, is destroyed by accidental means, it can be restored to its former condition, provided that such restoration is permitted by the building code and flood hazard regulations, and is started within two years. As another example, a nonconforming dwelling unit, under certain circumstances, can be altered, enlarged, repaired, extended, or moved. If the City perceives the project to be a nonconforming structure, the City would direct the recipient to consult with the City Department of Planning and Permitting to identify the range of rehabilitation options.

- Second, to direct the recipients to inspect the project using HUD's Uniform Physical Condition Standards (UPCS), Attachment A, to identify, and correct, any life-threatening deficiencies. UPCS identifies items which may possess deficiencies but are not regulated by building permits, or City inspectors, such as fences not more than 30 inches in height, play equipment, walkways and parking stalls, and storage sheds not exceeding 120 square feet.

- Third, to direct the recipients to discuss the rehabilitation with the City Department of Planning and Permitting prior to submitting an application for a building permit. This is because the codes would require the new portions of the rehabilitation to be compliant with current regulations. Interactive discussion between the recipient and the permit reviewers would determine to what extent the existing components of the project would have to be upgraded to become compliant.

g. Uniform Physical Condition Standards (UPCS) — Upon completion, the project and units must be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703. Appendix A: Uniform Physical Condition Standards for Multifamily Housing Rehabilitation ("Appendix A") identifies the type and degree of deficiencies that shall be addressed.

# APPENDIX A

## UNIFORM PHYSICAL CONDITION STANDARDS FOR MULTIFAMILY HOUSING REHABILITATION

## Uniform Physical Condition Standards (UPCS) for Multifamily Housing Rehabilitation

All projects funded with HTF will be required to meet HUD's UPCS to ensure housing will be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703. Standards include the UPCS inspectable items and observable deficiencies for the site, building exterior, building systems, common areas, and units.

| Inspectable Item | Observable Deficiency | Type and Degree of Deficiency That Must Be Addressed |
|---|---|---|
| **NOTE: Deficiencies highlighted in yellow are life-threatening and must be addressed immediately if the housing is occupied.** | | |
| **Requirements for Site:** | | |
| Fencing and Gates | Damaged/Falling/Leaning | An exterior fence, security fence, or gate is damaged and does not function as it should or could threaten safety or security. |
| | Holes | Hole in fence or gate is larger than 6 inches by 6 inches |
| | Missing Sections | An exterior fence, security fence or gate is missing a section which could threaten safety or security |
| Grounds | Erosion/Rutting Areas | Runoff has extensively displaced soils which has caused visible damage or potential failure to adjoining structures or threatens the safety of pedestrians or makes the grounds unusable or there is a rut larger than 8 inches wide by 5 inches deep. |
| | Overgrown/Penetrating Vegetation | Plants have visibly damaged a component, area or system of the property or has made them unusable or unpassable |
| | Ponding/Site Drainage | There is an accumulation of more than 5 inches deep and/or a large section of the grounds-more than 20%-is unusable for its intended purpose due to poor drainage or ponding |
| Health & Safety | Air Quality - Sewer Odor Detected | Sewer odors that could pose a health risk if inhaled for prolonged periods |
| | **Air Quality - Propane/Natural Gas/Methane Gas Detected** | Strong propane, natural gas or methane odors that could pose a risk of explosion/ fire and/or pose a health risk if inhaled |
| | **Electrical Hazards - Exposed Wires/Open Panels** | Any exposed bare wires or openings in electrical panels (capped wires do not pose a risk) |

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| | **Electrical Hazards - Water Leaks on/near Electrical Equipment** | Water leaking, puddling, or ponding on or immediately near any electrical apparatus that could pose a risk of fire, electrocution or explosion |
| | **Flammable Materials - Improperly Stored** | Flammable materials are improperly stored, causing the potential risk of fire or explosion |
| | Garbage and Debris - Outdoors | Too much garbage has gathered-more than the planned storage capacity or garbage has gathered in an area not sanctioned for staging or storing garbage or debris |
| | Hazards - Other | Any general defects or hazards that pose risk of bodily injury |
| | Hazards - Sharp Edges | Any physical defect that could cause cutting or breaking of human skin or other bodily harm |
| | Hazards - Tripping | Any physical defect in walkways or other travelled area that poses a tripping risk |
| | Infestation - Insects | Evidence of infestation of insects-including roaches and ants-throughout a unit or room, food preparation or storage area or other area of building substantial enough to present a health and safety risk |
| | Infestation - Rats/Mice/Vermin | Evidence of rats or mice–sightings, rat or mouse holes, or droppings substantial enough to present a health and safety risk |
| Mailboxes/Project Signs | Mailbox Missing/Damaged | Mailbox cannot be locked or is missing |
| | Signs Damaged | The project sign is not legible or readable because of deterioration or damage |
| Parking Lots/ Driveways/Roads | Cracks | Cracks that are large enough to affect traffic ability over more than 5% of the property's parking lots/driveways/roads or pose a safety hazard |
| | Ponding | 3 inches or more of water has accumulated making 5% or more of a parking lot/driveway unusable or unsafe |
| | Potholes/Loose Material | Potholes or loose material that have made a parking lot/driveway unusable/unpassable for vehicles and/or pedestrians or could cause tripping or falling |
| | Settlement/Heaving | Settlement/heaving has made a parking lot/driveway unusable/unpassable or creates unsafe conditions for pedestrians and vehicles |
| Play Areas and Equipment | Damaged/Broken Equipment | Equipment poses a threat to safety and could cause injury |

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|---|---|---|
| | Deteriorated Play Area Surface | More than 50% of the play surface area shows deterioration or the play surface area could cause tripping or falling and thus poses a safety risk |
| Refuse Disposal | Broken/Damaged Enclosure-Inadequate Outside Storage Space | A single wall or gate of the enclosure has collapsed or is leaning and in danger of falling or trash cannot be stored in the designated area because it is too small to store refuse until disposal |
| Retaining Walls | Damaged/Falling/Leaning | A retaining wall is damaged and does not function as it should or is a safety risk |
| Storm Drainage | Damaged/Obstructed | The system is partially or fully blocked by a large quantity of debris, causing backup into adjacent areas or runoffs into areas where runoff is not intended |
| Walkways/Steps | Broken/Missing Hand Railing | The hand rail for four or more stairs is missing, damaged, loose or otherwise unusable |
| | Cracks/Settlement/Heaving | Cracks greater than ¾", hinging/tilting, or missing section(s) that affect traffic ability over more than 5% of the property's walkways/steps |
| | Spalling/Exposed rebar | More than 5% of walkways have large areas of spalling-larger than 4 inches by 4 inches–that affects traffic ability |
| **Requirements for Building Exterior:** | | |
| Doors | Damaged<br>Frames/Threshold/Lintels/Trim | Any door that is not functioning or cannot be locked because of damage to the frame, threshold, lintel or trim |
| | Damaged Hardware/Locks | Any door that does not function as it should or cannot be locked because of damage to the door's hardware |
| | Damaged Surface<br>(Holes/Paint/Rusting/Glass) | Any door that has a hole or holes greater than 1 inch in diameter, significant peeling/cracking/no paint or rust that affects the integrity of the door surface, or broken/missing glass |
| | Damaged/Missing<br>Screen/Storm/Security Door | A security door that is not functioning or is "missing" (Security door should be there but isn't there) |
| | Deteriorated/Missing Caulking/Seals | The seals/caulking is missing on any entry door, or they are so damaged that they do not function as they should |
| | Missing Door | Any exterior door that is missing |
| Fire Escapes | **Blocked Egress/Ladders** | Stored items or other barriers restrict or block people from exiting |

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| | Visibly Missing Components | Any of the functional components that affect the function of the fire escape--one section of a ladder or railing, for example--are missing |
| Foundations | Cracks/Gaps | Large cracks in foundation more than 3/8 inches wide by 3/8 inches deep by 6 inches long that present a possible sign of a serious structural problem, or opportunity for water penetration or sections of wall or floor that are broken apart |
| | Spalling/Exposed Rebar | Significant spalled areas affecting more than 10% of any foundation wall or any exposed reinforcing material—rebar or other |

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| Health and Safety | **Electrical Hazards - Exposed Wires/Open Panels** | Any exposed bare wires or openings in electrical panels (capped wires do not pose a risk) |
| | **Electrical Hazards - Water Leaks on/near Electrical Equipment** | Water leaking, puddling or ponding on or immediately near any electrical apparatus that could pose a risk of fire, electrocution or explosion |
| | **Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable** | The exit cannot be used or exit is limited because a door or window is nailed shut, a lock is broken, panic hardware is chained, debris, storage, or other conditions block exit |
| | **Emergency Fire Exits - Missing Exit Signs** | Exit signs that clearly identify all emergency exits are missing or there is no illumination in the area of the sign |
| | **Flammable/Combustible Materials - Improperly Stored** | Flammable materials are improperly stored, causing the potential risk of fire or explosion |
| | Garbage and Debris - Outdoors | Too much garbage has gathered-more than the planned storage capacity or garbage has gathered in an area not sanctioned for staging or storing garbage or debris |
| | Hazards - Other | Any general defects or hazards that pose risk of bodily injury |
| | Hazards - Sharp Edges | Any physical defect that could cause cutting or breaking of human skin or other bodily harm |
| | Hazards - Tripping | Any physical defect in walkways or other travelled area that poses a tripping risk |
| | Infestation - Insects | Evidence of infestation of insects-including roaches and ants-throughout a unit or room, food preparation or storage area or other area of building substantial enough to present a health and safety risk |
| | Infestation - Rats/Mice/Vermin | Evidence of rats or mice--sightings, rat or mouse holes, or droppings substantial enough to present a health and safety risk |

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|---|---|---|
| Lighting | Broken Fixtures/Bulbs | 20% or more of the lighting fixtures and bulbs surveyed are broken or missing |
| Roofs | Damaged Soffits/Fascia | Soffits or fascia that should be there are missing or so damaged that water penetration is visibly possible |
| | Damaged Vents | Vents are missing or so visibly damaged that further roof damage is possible |
| | Damaged/Clogged Drains | The drain is so damaged or clogged with debris that the drain no longer functions—as shown by ponding |
| | Damaged/Torn Membrane/Missing Ballast | Ballast has shifted and no longer functions as it should or there is damage to the roof membrane that may result in water penetration |
| | Missing/Damaged Components from Downspout/Gutter | Drainage system components are missing or damaged causing visible damage to the roof, structure, exterior wall surface, or interior |
| | Missing/Damaged Shingles | Roofing shingles are missing or damaged enough to create a risk of water penetration |
| | Ponding | Evidence of standing water on roof, causing potential or visible damage to roof surface or underlying materials |
| Walls | Cracks/Gaps | Any large crack or gap that is more than 3/8 inches wide or deep and 6 inches long that presents a possible sign of serious structural problem or opportunity for water penetration |
| | Damaged Chimneys | Part or all of the chimney has visibly separated from the adjacent wall or there are cracked or missing pieces large enough to present a sign of chimney failure or there is a risk of falling pieces that could create a safety hazard |
| | Missing/Damaged Caulking/Mortar | Any exterior wall caulking or mortar deterioration that presents a risk of water penetration or risk of structural damage |
| | Missing Pieces/Holes/Spalling | Any exterior wall deterioration or holes of any size that present a risk of water penetration or risk of structural damage |
| | Stained/Peeling/Needs Paint | More than 50% of the exterior paint is cracking, flaking, or otherwise deteriorated. Water damage or related problems have stained the paint. |
| Windows | Broken/Missing/Cracked Panes | Any missing panes of glass or cracked panes of glass where the crack is either greater than 4" and/or substantial enough to impact the structural integrity of the window pane |

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|---|---|---|
| | Damaged Sills/Frames/Lintels/Trim | Sills, frames, lintels, or trim are missing or damaged, exposing the inside of the surrounding walls and compromising its weather tightness |
| | Damaged/Missing Screens | Missing screens or screens with holes greater than 1 inch by 1 inch or tears greater than 2 inches in length |
| | Missing/Deteriorated Caulking/Seals/Glazing Compound | There are missing or deteriorated caulk or seals– with evidence of leaks or damage to the window or surrounding structure |
| | Peeling/Needs Paint | More than 20% of the exterior window paint is peeling or paint is missing and window frame surface is exposed thereby exposing window frame to water penetration and deterioration |
| | **Security Bars Prevent Egress** | The ability to exit through egress window is limited by security bars that do not function properly and, therefore, pose safety risks |
| **Requirements for Building Systems** | | |
| Domestic Water | Leaking Central Water Supply | Leaking water from water supply line is observed |
| | Missing Pressure Relief Valve | There is no pressure relief valve or pressure relief valve does not drain down to the floor |
| | Rust/Corrosion on Heater Chimney | The water heater chimney shows evidence of flaking, discoloration, pitting, or crevices that may create holes that could allow toxic gases to leak from the chimney |
| | Water Supply Inoperable | There is no running water in any area of the building where there should be |
| Electrical System | Blocked Access/Improper Storage | One or more fixed items or items of sufficient size and weight impede access to the building system's electrical panel during an emergency |
| | Burnt Breakers | Carbon residue, melted breakers or arcing scars are evident |
| | Evidence of Leaks/Corrosion | Any corrosion that affects the condition of the components that carry current or any stains or rust on the interior of electrical enclosures, or any evidence of water leaks in the enclosure or hardware |
| | Frayed Wiring | Any nicks, abrasion, or fraying of the insulation that exposes any conducting wire |
| | Missing Breakers/Fuses | Any open and/or exposed breaker port |
| | **Missing Outlet Covers** | A cover is missing, which results in exposed visible electrical connections |

| | | |
|---|---|---|
| Elevators | Not Operable | The elevator does not function at all or the elevator doors open when the cab is not there |
| Emergency Power | Auxiliary Lighting Inoperable (if applicable) | Auxiliary lighting does not function |
| Fire Protection | Missing Sprinkler Head | Any sprinkler head is missing, visibly disabled, painted over, blocked, or capped |
| | **Missing/Damaged/Expired Extinguishers** | There is missing, damaged or expired fire extinguisher an any area of the building where a fire extinguisher is required |

| | | |
|---|---|---|
| Health & Safety | Air Quality - Mold and/or Mildew Observed | Evidence of mold or mildew is observed that is substantial enough to pose a health risk |
| | **Air Quality - Propane/Natural Gas/Methane Gas Detected** | Strong propane, natural gas or methane odors that could pose a risk of explosion/ fire and/or pose a health risk if inhaled |
| | Air Quality - Sewer Odor Detected | Sewer odors that could pose a health risk if inhaled for prolonged periods |
| | **Electrical Hazards - Exposed Wires/Open Panels** | Any exposed bare wires or openings in electrical panels (capped wires do not pose a risk) |
| | **Electrical Hazards - Water Leaks on/near Electrical Equipment** | Water leaking, puddling, or ponding on or immediately near any electrical apparatus that could pose a risk of fire, electrocution or explosion |
| | Elevator - Tripping | An elevator is misaligned with the floor by more than 3/4 of an inch. The elevator does not level as it should, which causes a tripping hazard |
| | **Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable** | The exit cannot be used or exit is limited because a door or window is nailed shut, a lock is broken, panic hardware is chained, debris, storage, or other conditions block exit |
| | **Emergency Fire Exits - Missing Exit Signs** | Exit signs that clearly identify all emergency exits are missing or there is no illumination in the area of the sign |
| | **Flammable Materials - Improperly Stored** | Flammable materials are improperly stored, causing the potential risk of fire or explosion |
| | Garbage and Debris - Indoors | Too much garbage has gathered-more than the planned storage capacity or garbage has gathered in an area not sanctioned for staging or storing garbage or debris |
| | Hazards - Other | Any general defects or hazards that pose risk of bodily injury |

| | | |
|---|---|---|
| | Hazards - Sharp Edges | Any physical defect that could cause cutting or breaking of human skin or other bodily harm |
| | Hazards – Tripping Hazards | Any physical defect in walkways or other travelled area that poses a tripping risk |
| | Infestation - Insects | Evidence of infestation of insects-including roaches and ants-throughout a unit or room, food preparation or storage area or other area of building substantial enough to present a health and safety risk |
| | Infestation - Rats/Mice/Vermin | Evidence of rats or mice--sightings, rat or mouse holes, or droppings substantial enough to present a health and safety risk |
| HVAC | Boiler/Pump Leaks | Evidence of water or steam leaking in piping or pump packing to the point that the system or pumps should be shut down. |
| | Fuel Supply Leaks | Evidence of any amount of fuel leaking from the supply tank or piping |
| | General Rust/Corrosion | Significant formations of metal oxides, significant flaking, discoloration, or the development of a noticeable pit or crevice |
| | **Misaligned Chimney/Ventilation System** | A misalignment of an exhaust system on a combustion fuel-fired unit (oil, natural gas, propane, wood pellets etc.) that causes improper or dangerous venting of gases |
| Roof Exhaust System | Roof Exhaust Fan(s) Inoperable | The roof exhaust fan unit does not function |
| Sanitary System | Broken/Leaking/Clogged Pipes or Drains | Evidence of active leaks in or around the system components or evidence of standing water, puddles or ponding--a sign of leaks or clogged drains |
| | Missing Drain/Cleanout/Manhole Covers | A protective cover is missing |
| **Requirements for Common Areas** | | |
| Basement/Garage/Carport | Baluster/Side Railings - Damaged | Any damaged or missing balusters or side rails that limit the safe use of an area |
| Closet/Utility/Mechanical | Cabinets - Missing/Damaged | More than 10% of cabinet, doors, or shelves are missing or the laminate is separating |
| Community Room | Call for Aid - Inoperable | The system does not function as it should |
| Halls/Corridors/Stairs | Ceiling - Holes/Missing Tiles/Panels/Cracks | Any holes in ceiling, missing tiles or large cracks wider than 1/4 of an inch and greater than 11 inches long |

| | | |
|---|---|---|
| Kitchen | Ceiling - Peeling/Needs Paint | More than 10% of ceiling has peeling paint or is missing paint |
| Laundry Room | Ceiling - Water Stains/Water Damage/Mold/Mildew | Evidence of a leak, mold or mildew–such as a darkened area–over a ceiling area greater than 1 square foot |
| Lobby | Countertops - Missing/Damaged | 10% or more of the countertop working surface is missing, deteriorated, or damaged below the laminate-not a sanitary surface to prepare food |
| Office | Dishwasher/Garbage Disposal - Inoperable | The dishwasher or garbage disposal does not operate as it should |
| Other Community Spaces | Doors - Damaged Frames/Threshold/Lintels/Trim | Any door that is not functioning or cannot be locked because of damage to the frame, threshold, lintel, or trim. |
| Patio/Porch/Balcony | Doors - Damaged Hardware/Locks | A restroom door, entry door, or fire door that does not function as it should or cannot be locked because of damage to the door's hardware |
| Restrooms | Doors - Damaged Surface (Holes/Paint/Rust/Glass) | Any door that has a hole or holes greater than 1 inch in diameter, significant peeling/cracking/no paint or rust that affects the integrity of the door surface, or broken/missing glass |
| Storage | Doors - Damaged/Missing Screen/Storm/Security Door | Any security door that is not functioning or is missing |
| | Doors - Deteriorated/Missing Seals (Entry Only) | The seals/caulking is missing on any entry door, or they are so damaged that they do not function as they should |
| | Doors - Missing Door | Any door that is missing that is required for the functional use of the space |
| | Dryer Vent - Missing/Damaged/Inoperable | The dryer vent is missing or it is not functioning because it is blocked. Dryer exhaust is not effectively vented to the outside |
| | Electrical - Blocked Access to Electrical Panel | One or more fixed items or items of sufficient size and weight impede access to the building system's electrical panel during an emergency |
| | Electrical - Burnt Breakers | Carbon residue, melted breakers or arcing scars are evident |
| | Electrical - Evidence of Leaks/Corrosion | Any corrosion that affects the condition of the components that carry current or any stains or rust on the interior of electrical enclosures or any evidence of water leaks in the enclosure or hardware |
| | Electrical - Frayed Wiring | Any nicks, abrasion, or fraying of the insulation that exposes any conducting wire |

| | | |
|---|---|---|
| | Electrical - Missing Breakers | Any open and/or exposed breaker port |
| | **Electrical - Missing Covers** | A cover is missing, which results in exposed visible electrical connections |
| | Floors - Bulging/Buckling | Any flooring that is bulging, buckling or sagging or a problem with alignment between flooring types |
| | Floors - Floor Covering Damaged | More than 50% of floor covering has stains, surface burns, shallow cuts, small holes, tears, loose areas or exposed seams. |
| | Floors - Missing Floor/Tiles | More than 50% of the flooring or tile flooring is missing |
| | Floors - Peeling/Needs Paint | Any painted flooring that has peeling, cracking, flaking, or missing paint if the affected area is more than 4 square feet |
| | Floors - Rot/Deteriorated Subfloor | Large areas of rot--more than 4 square feet--and applying weight causes noticeable deflection. |
| | Floors - Water Stains/Water Damage/Mold/Mildew | Evidence of a leak, mold or mildew--such as a darkened area--covering a flooring area greater than 1 square foot |

| | | |
|---|---|---|
| | GFI - Inoperable | The GFI does not function |
| | Graffiti | Graffiti in 6 or more places |
| | HVAC - Convection/Radiant Heat System Covers Missing/Damaged | Cover is missing or substantially damaged, allowing contact with heating/surface elements or associated fans |
| | HVAC - General Rust/Corrosion | Significant formations of metal oxides, flaking, or discoloration--or a pit or crevice |
| | HVAC - Inoperable | HVAC does not function. It does not provide the heating and cooling it should. The system does not respond when the controls are engaged |
| | **HVAC - Misaligned Chimney/Ventilation System** | Any misalignment that may cause improper or dangerous venting of gases |
| | HVAC - Noisy/Vibrating/Leaking | HVAC system shows signs of abnormal vibrations, other noise, or leaks when engaged |
| | Lavatory Sink - Damaged/Missing | The sink or associated hardware have failed or are missing. The sink cannot be used |
| | Lighting - Missing/Damaged/Inoperable Fixture | In more than two rooms, permanent lighting fixtures are missing or not functioning and no other switched light source is functioning in the room |

| | | |
|---|---|---|
| | Mailbox - Missing/Damaged | The U.S Postal Service mailbox cannot be locked or is missing |
| | **Outlets/Switches/Cover Plates - Missing/Broken** | Outlet or switch is missing or a cover plate is missing or broken, resulting in exposed wiring |
| | Pedestrian/Wheelchair Ramp | A walkway or ramp is damaged and cannot be used by people on foot, in wheelchairs, or using walkers |
| | Plumbing - Clogged Drains | Drain is substantially or completely clogged or has suffered extensive deterioration |
| | Plumbing - Leaking Faucet/Pipes | A steady leak that is adversely affecting the surrounding area |
| | Range Hood /Exhaust Fans - Excessive Grease/Inoperable | The exhaust fan does not function |
| | Range/Stove - Missing/Damaged/Inoperable | Two or more burners are not functioning or oven is not functioning |
| | Refrigerator - Damaged/Inoperable | The refrigerator does not cool adequately for the safe storage of food |
| | Restroom Cabinet - Damaged/Missing | Damaged or missing shelves, vanity top, drawers, or doors that are not functioning as they should for storage or their intended purpose |
| | Shower/Tub - Damaged/Missing | The shower or tub cannot be used for any reason. The shower, tub, faucets, drains, or associated hardware is missing or has failed. |
| | Sink - Missing/Damaged | The sink or hardware is either missing or not functioning |
| | **Smoke Detector - Missing/Inoperable** | Smoke detector is missing or does not function as it should |
| | Stairs - Broken/Damaged/Missing Steps | A step is missing or broken |
| | Stairs - Broken/Missing Hand Railing | The hand rail for 4 or more stairs is missing, damaged, loose or otherwise unusable |
| | Ventilation/Exhaust System - Inoperable | Exhaust fan is not functioning or window designed for ventilation does not open |
| | Walls - Bulging/Buckling | Bulging, buckling or sagging walls or a lack of horizontal alignment |
| | Walls - Damaged | Any hole in the wall greater than 2 inches by 2 inches |
| | Walls - Damaged/Deteriorated Trim | More than 50% of the wall trim has significant areas of deterioration |

| | | |
|---|---|---|
| | Walls - Peeling/Needs Paint | Peeling, cracking, flaking, or otherwise deteriorated paint over more than 4 square feet on any wall |
| | Walls - Water Stains/Water Damage/Mold/Mildew | Evidence of a leak, mold or mildew--such as a common area--covering a wall area greater than 1 square foot |
| | Water Closet/Toilet - Damaged/Clogged/Missing | The bowl is fractured or broken and cannot take in water, water closet/toilet cannot be flushed, because of obstruction or another defect or there is a hazardous condition |
| | Windows - Cracked/Broken/Missing Panes | Missing or cracked panes of glass |
| | Windows - Damaged Window Sill | The sill is damaged enough to expose the inside of the surrounding walls and compromise its weather tightness |
| | Windows - Inoperable/Not Lockable | Any window that is not functioning or cannot be secured because lock is broken |
| | Windows - Missing/Deteriorated Caulking/Seals/Glazing Compound | There are missing or deteriorated caulk or seals--with evidence of leaks or damage to the window or surrounding structure |
| | Windows - Peeling/Needs Paint | More than 10% of interior window paint is cracking, flaking or otherwise failing |
| | **Windows - Security Bars Prevent Egress** | The ability to exit through the window is limited by security bars that do not function properly and, therefore, pose safety risks |
| Health & Safety | Air Quality - Mold and/or Mildew Observed | Evidence of mold or mildew is observed that is substantial enough to pose a health risk |
| | **Air Quality - Propane/Natural Gas/Methane Gas Detected** | Strong propane, natural gas or methane odors that could pose a risk of explosion/ fire and/or pose a health risk if inhaled |
| | Air Quality - Sewer Odor Detected | Sewer odors that could pose a health risk if inhaled for prolonged periods |
| | **Electrical Hazards - Exposed Wires/Open Panels** | Any exposed bare wires or openings in electrical panels (capped wires do not pose a risk) |
| | **Electrical Hazards - Water Leaks on/near Electrical Equipment** | Water leaking, puddling or ponding on or immediately near any electrical apparatus that could pose a risk of fire, electrocution or explosion |
| | **Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable** | The exit cannot be used or exit is limited because a door or window is nailed shut, a lock is broken, panic hardware is chained, debris, storage, or other conditions block exit |

| | | |
|---|---|---|
| | **Emergency Fire Exits - Missing Exit Signs** | Exit signs that clearly identify all emergency exits are missing or there is no illumination in the area of the sign |
| | **Flammable/Combustible Materials - Improperly Stored** | Flammable or combustible materials are improperly stored, causing the potential risk of fire or explosion |
| | Garbage and Debris - Indoors | Too much garbage has gathered-more than the planned storage capacity or garbage has gathered in an area not sanctioned for staging or storing garbage or debris |
| | Garbage and Debris - Outdoors | Too much garbage has gathered-more than the planned storage capacity or garbage has gathered in an area not sanctioned for staging or storing garbage or debris |
| | Hazards - Other | Any general defects or hazards that pose risk of bodily injury |
| | Hazards - Sharp Edges | Any physical defect that could cause cutting or breaking of human skin or other bodily harm |
| | Hazards - Tripping | Any physical defect in walkways or other travelled area that poses a tripping risk |
| | Infestation - Insects | Evidence of infestation of insects-including roaches and ants-throughout a unit or room, food preparation or storage area or other area of building substantial enough to present a health and safety risk |
| | Infestation - Rats/Mice/Vermin | Evidence of rats or mice--sightings, rat or mouse holes, or droppings substantial enough to present a health and safety risk |

| | | |
|---|---|---|
| Pools and Related Structures | Fencing - Damaged/Not Intact | Any damage that could compromise the integrity of the fence |
| Trash Collection Areas | Chutes - Damaged/Missing Components | Garbage has backed up into chutes, because the collection structure is missing or broken or compactors or components--chute, chute door, and other components--have failed |
| **Requirements for Units:** | | |
| Bathroom | Bathroom Cabinets - Damaged/Missing | Damaged or missing shelves, vanity tops, drawers, or doors that are not functioning as they should for storage or their intended purpose |
| | Lavatory Sink - Damaged/Missing | The sink cannot be used, because the sink or associated hardware is missing or has failed. |
| | Plumbing - Clogged Drains, Faucets | Drain or faucet is substantially or completely clogged or has suffered extensive deterioration |

| | | |
|---|---|---|
| | Plumbing - Leaking Faucet/Pipes | A steady leak that is adversely affecting the surrounding area |
| | Shower/Tub - Damaged/Missing | The shower, tub, faucets, drains, or associated hardware is missing or has failed. |
| | Ventilation/Exhaust System – Absent/Inoperable | Exhaust fan is not functioning or window designed for ventilation does not open |
| | Water Closet/Toilet - Damaged/Clogged/Missing | The bowl is fractured or broken or the water closet/toilet is missing, hazardous or cannot be flushed |
| Call-for-Aid (if applicable) | Inoperable | The system does not function as it should |
| Ceiling | Bulging/Buckling/Leaking | Bulging, buckling or sagging ceiling or problem with alignment |
| | Holes/Missing Tiles/Panels/Cracks | Any holes in ceiling, missing tiles or large cracks wider than 1/4 of an inch and greater than 6 inches long |
| | Peeling/Needs Paint | More than 10% of ceiling has peeling paint or is missing paint |
| | Water Stains/Water Damage/Mold/Mildew | Evidence of a leak, mold or mildew--such as a darkened area--over a ceiling area greater than 1 square foot |
| Doors | Damaged Frames/Threshold/Lintels/Trim | Any door that is not functioning or cannot be locked because of damage to the frame, threshold, lintel or trim |
| | Damaged Hardware/Locks | Any door that does not function as it should or cannot be locked because of damage to the door's hardware |
| | Damaged/Missing Screen/Storm/Security Door | Any screen door or storm door that is damaged or is missing screens or glass--shown by an empty frame or frames or any security door that is not functioning or is missing |
| | Damaged Surface - Holes/Paint/Rusting/Glass/Rotting | Any door that has a hole or holes greater than 1 inch in diameter, significant peeling/cracking/no paint or rust that affects the integrity of the door surface, or broken/missing glass |
| | Deteriorated/Missing Seals (Entry Only) | The seals/caulking is missing on any entry door, or they are so damaged that they do not function as they should |
| | Missing Door | Any door that is required for security (entry) or privacy (Bathroom) that is missing or any other unit door that is missing and is required for proper unit functionality |
| Electrical System | Blocked Access to Electrical Panel | One or more fixed items or items of sufficient size and weight impede access to the building system's electrical panel during an emergency |

| | | |
|---|---|---|
| | Burnt Breakers | Carbon residue, melted breakers or arcing scars are evident |
| | Evidence of Leaks/Corrosion | Any corrosion that affects the condition of the components |

| | | |
|---|---|---|
| | | that carry current or any stains or rust on the interior of electrical enclosures or any evidence of water leaks in the enclosure or hardware |
| | Frayed Wiring | Any nicks, abrasion, or fraying of the insulation that exposes any conducting wire |
| | GFI - Inoperable | The GFI does not function |
| | Missing Breakers/Fuses | Any open and/or exposed breaker port |
| | **Missing Covers** | A cover is missing, which results in exposed visible electrical connections |
| Floors | Bulging/Buckling | Any flooring that is bulging, buckling or sagging or a problem with alignment between flooring types |
| | Floor Covering Damage | More than 10% of floor covering has stains, surface burns, shallow cuts, small holes, tears, loose areas or exposed seams. |
| | Missing Flooring Tiles | Missing or broken flooring causes a single safety problem |
| | Peeling/Needs Paint | Any painted flooring that has peeling, cracking, flaking, or missing paint if the affected area is more than 4 square feet |
| | Rot/Deteriorated Subfloor | Any rotted or deteriorated subflooring greater than 6 inches by 6 inches |
| | Water Stains/Water Damage/Mold/Mildew | Evidence of a leak, mold or mildew--such as a darkened area--covering a flooring area greater than 1 square foot |
| Health & Safety | Air Quality - Mold and/or Mildew Observed | Evidence of mold or mildew is observed that is substantial enough to pose a health risk |
| | Air Quality - Sewer Odor Detected | Sewer odors that could pose a health risk if inhaled for prolonged periods |
| | **Air Quality - Propane/Natural Gas/Methane Gas Detected** | Strong propane, natural gas or methane odors that could pose a risk of explosion/ fire and/or pose a health risk if inhaled |
| | **Electrical Hazards - Exposed Wires/Open Panels** | Any exposed bare wires or openings in electrical panels (capped wires do not pose a risk) |

| | | |
|---|---|---|
| | **Electrical Hazards - Water Leaks on/near Electrical Equipment** | Water leaking, puddling or ponding on or immediately near any electrical apparatus that could pose a risk of fire, electrocution or explosion |
| | **Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable** | The exit cannot be used or exit is limited because a door or window is nailed shut, a lock is broken, panic hardware is chained, debris, storage, or other conditions block exit |
| | **Emergency Fire Exits - Missing Exit Signs** | Exit signs that clearly identify all emergency exits are missing or there is no illumination in the area of the sign |
| | **Flammable Materials - Improperly Stored** | Flammable materials are improperly stored, causing the potential risk of fire or explosion |
| | Garbage and Debris - Indoors | Too much garbage has gathered-more than the planned storage capacity or garbage has gathered in an area not sanctioned for staging or storing garbage or debris |
| | Garbage and Debris - Outdoors | Too much garbage has gathered-more than the planned storage capacity or garbage has gathered in an area not sanctioned for staging or storing garbage or debris |
| | Hazards - Other | Any general defects or hazards that pose risk of bodily injury |
| | Hazards - Sharp Edges | Any physical defect that could cause cutting or breaking of human skin or other bodily harm |
| | Hazards - Tripping | Any physical defect in walkways or other travelled area that poses a tripping risk |
| | Infestation - Insects | Evidence of infestation of insects-including roaches and ants-throughout a unit or room, food preparation or storage area or other area of building substantial enough to present a health and safety risk |
| | Infestation - Rats/Mice/Vermin | Evidence of rats or mice–sightings, rat or mouse holes, or droppings substantial enough to present a health and safety risk |

| | | |
|---|---|---|
| Hot Water Heater | **Misaligned Chimney/Ventilation System** | Any misalignment that may cause improper or dangerous venting of gases |
| | Inoperable Unit/Components | Hot water from hot water taps is no warmer than room temperature indicating hot water heater is not functioning properly |
| | Leaking Valves/Tanks/Pipes | There is evidence of active water leaks from hot water heater or related components |
| | Pressure Relief Valve Missing | There is no pressure relief valve or pressure relief valve does not drain down to the floor |

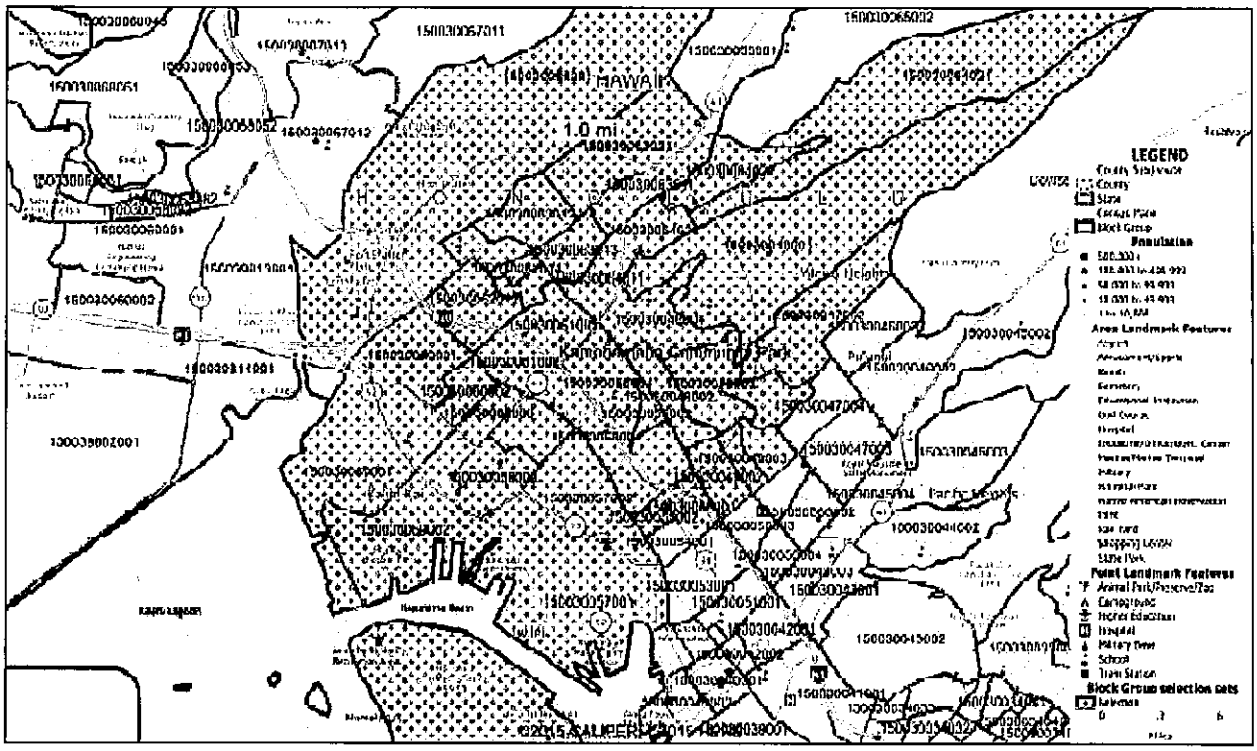
| | | |
|---|---|---|
| | Rust/Corrosion | Significant formations of metal oxides, flaking, or discoloration--or a pit or crevice |
| HVAC System | Convection/Radiant Heat System Covers Missing/Damaged | Cover is missing or substantially damaged, allowing contact with heating/surface elements or associated fans |
| | Inoperable | HVAC does not function. It does not provide the heating and cooling it should. The system does not respond when the controls are engaged |
| | **Misaligned Chimney/Ventilation System** | Any misalignment that may cause improper or dangerous venting of gases |
| | Noisy/Vibrating/Leaking | The HVAC system shows signs of abnormal vibrations, other noise, or leaks when engaged |
| | Rust/Corrosion | Deterioration from rust or corrosion on the HVAC system in the dwelling unit |
| Kitchen | Cabinets - Missing/Damaged | 10% or more of cabinet, doors, or shelves are missing or the laminate is separating |
| | Countertops - Missing/Damaged | 10% or more of the countertop working surface is missing, deteriorated, or damaged below the laminate -- not a sanitary surface to prepare food |
| | Dishwasher/Garbage Disposal - Inoperable | The dishwasher or garbage disposal does not operate as it should |
| | Plumbing - Clogged Drains | Drain is substantially or completely clogged or has suffered extensive deterioration |
| | Plumbing - Leaking Faucet/Pipes | A steady leak that is adversely affecting the surrounding area |
| | Range Hood/Exhaust Fans - Excessive Grease/Inoperable | The exhaust fan does not function or you estimate that the flue may be completely blocked |
| | Range/Stove - Missing/Damaged/Inoperable | The unit is missing or 2 or more burners or the oven is not functioning |
| | Refrigerator- Missing/Damaged/Inoperable | The refrigerator is missing or it does not cool adequately for the safe storage of food |
| | Sink - Damaged/Missing | The sink or hardware is either missing or not functioning. |
| Laundry Area (Room) | Dryer Vent - Missing/Damaged/Inoperable | The dryer vent is missing or it is not functioning because it is blocked. Dryer exhaust is not effectively vented to the outside |
| Lighting | Missing/Inoperable Fixture | A permanent light fixture is missing or not functioning, and no other switched light source is functioning in the room |

| | | |
|---|---|---|
| Outlets/Switches | Missing | An outlet or switch is missing |
| | **Missing/Broken Cover Plates** | A cover plate is missing, which causes wires to be exposed |
| Patio/Porch/Balcony | Baluster/Side Railings Damaged | Any damaged or missing balusters or side rails that limit the safe use of an area |
| Smoke Detector | **Missing/Inoperable** | Smoke detector is missing or does not function as it should |
| Stairs | Broken/Damaged/Missing Steps | A step is missing or broken |
| | Broken/Missing Hand Railing | The hand rail for four or more stairs is missing, damaged, loose or otherwise unusable |
| Walls | Bulging/Buckling | Bulging, buckling or sagging walls or a lack of vertical alignment |
| | Damaged | Any hole in wall greater than 2 inches by 2 inches |
| | Damaged/Deteriorated Trim | 10% or more of the wall trim is damaged |
| | Peeling/Needs Paint | 10% or more of interior wall paint is peeling or missing |
| | Water Stains/Water Damage/Mold/Mildew | Evidence of a leak, mold or mildew covering a wall area greater than 1 square foot |
| Windows | Cracked/Broken/Missing Panes | Missing or cracked panes of glass |
| | Damaged Window Sill | The sill is damaged enough to expose the inside of the surrounding walls and compromise its weather tightness |
| | Missing/Deteriorated Caulking/Seals/Glazing Compound | There are missing or deteriorated caulk or seals–with evidence of leaks or damage to the window or surrounding structure |
| | Inoperable/Not Lockable | Any window that is not functioning or cannot be secured because lock is broken |
| | Peeling/Needs Paint | More than 10% of interior window paint is peeling or missing |
| | **Security Bars Prevent Egress** | The ability to exit through the window is limited by security bars that do not function properly and, therefore, pose safety risks |

# APPENDIX 5

# MAPS

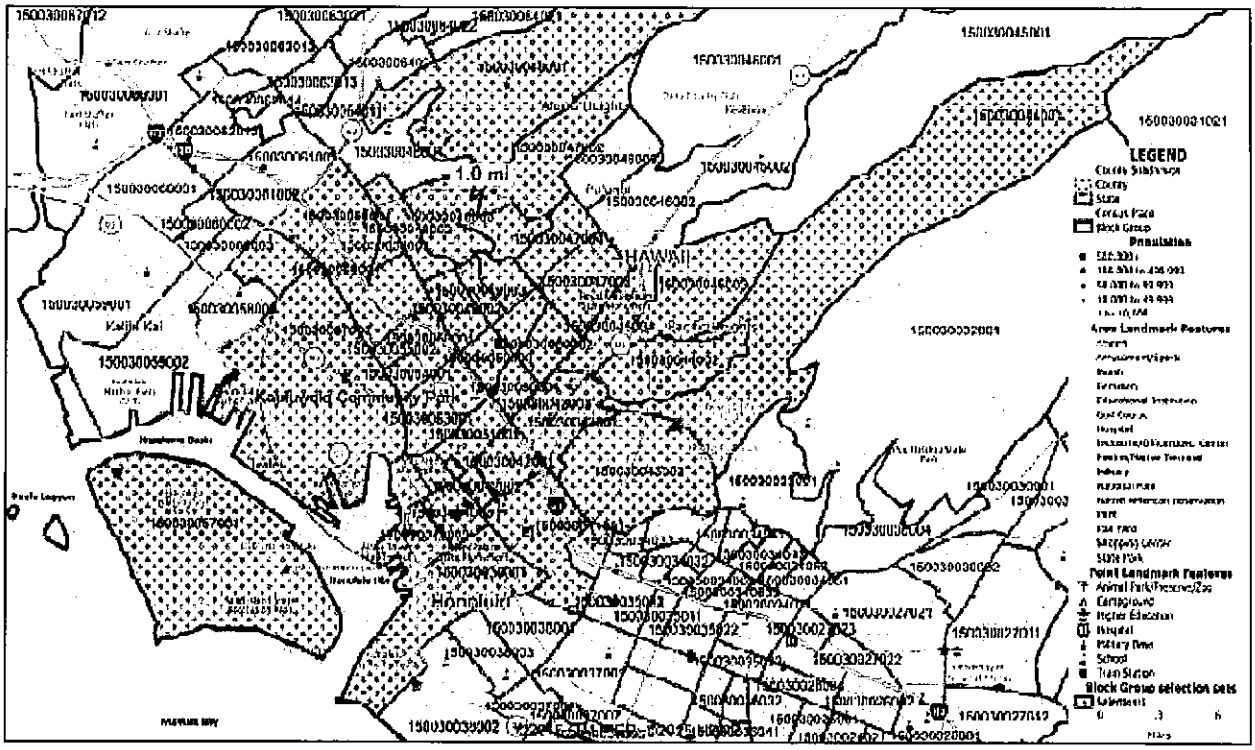
# KAMEHAMEHA COMMUNITY PARK



# KAMEHAMEHA COMMUNITY PARK

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 47 | 1 | 325 | 680 | 47.79% |
| 47 | 2 | 580 | 2,450 | 23.67% |
| 48 | 1 | 90 | 285 | 31.58% |
| 48 | 2 | 1,125 | 1,555 | 72.35% |
| 48 | 3 | 1,260 | 2,425 | 51.96% |
| 48 | 4 | 665 | 2,105 | 31.59% |
| 49 | 1 | 450 | 935 | 48.13% |
| 49 | 2 | 675 | 1,120 | 60.27% |
| 49 | 3 | 645 | 1,050 | 61.43% |
| 55 | 1 | 305 | 695 | 43.88% |
| 55 | 2 | 1,170 | 1,445 | 80.97% |
| 56 | 1 | 2,175 | 3,015 | 72.14% |
| 56 | 2 | 655 | 1,180 | 55.51% |
| 56 | 3 | 1,795 | 2,570 | 69.84% |
| 56 | 4 | 295 | 655 | 45.04% |
| 57 | 1 | 355 | 570 | 62.28% |
| 57 | 2 | 1,175 | 1,375 | 85.45% |
| 58 | 1 | 1,055 | 1,170 | 90.17% |
| 58 | 2 | 1,590 | 2,310 | 68.83% |
| 59 | 1 | 380 | 610 | 62.30% |
| 59 | 2 | 1,085 | 1,620 | 66.98% |
| 60 | 1 | 740 | 1,310 | 56.49% |
| 60 | 2 | 1,280 | 2,975 | 43.03% |
| 60 | 3 | 560 | 1,945 | 28.79% |
| 61 | 1 | 1,080 | 1,975 | 54.68% |
| 61 | 2 | 615 | 2,525 | 24.36% |
| 62.01 | 1 | 930 | 1,960 | 47.45% |
| 62.01 | 2 | 2,135 | 2,615 | 81.64% |
| 62.01 | 3 | 145 | 320 | 45.31% |
| 62.01 | 4 | 500 | 1,100 | 45.45% |
| 62.02 | 1 | 1,810 | 1,870 | 96.79% |
| 63.01 | 1 | 260 | 1,310 | 19.85% |
| 63.01 | 2 | 730 | 1,590 | 45.91% |
| 63.01 | 3 | 420 | 1,050 | 40.00% |
| 63.02 | 1 | 1,875 | 2,580 | 72.67% |
| 64.01 | 1 | 1,130 | 2,640 | 42.80% |
| 64.02 | 1 | 1,055 | 2,170 | 48.62% |
| 64.02 | 2 | 730 | 2,810 | 25.98% |
| 64.02 | 3 | 665 | 2,495 | 26.65% |
| 66 | 1 | 75 | 845 | 8.88% |
| | **TOTAL** | **34,585** | **65,905** | **52.48%** |

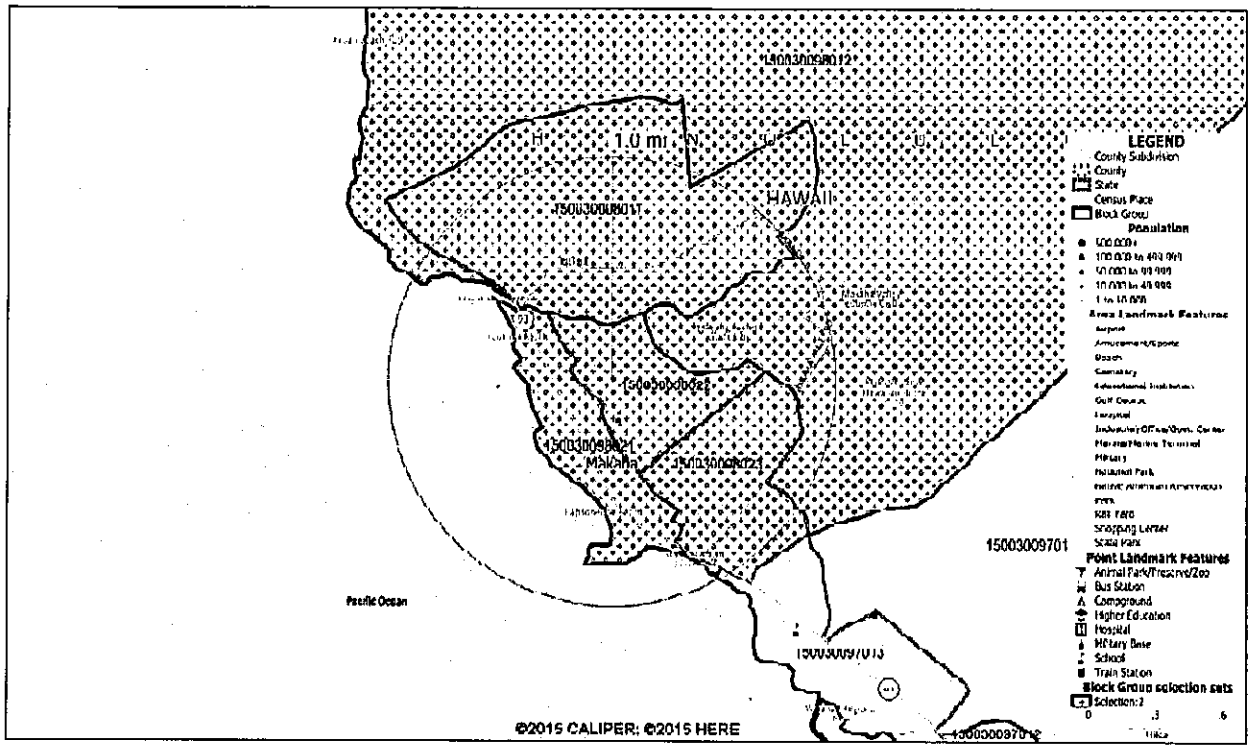
# KAULUWELA COMMUNITY PARK


LEGEND
County Subdivision
County
State
Census Place
Block Group
Population
Area Landmark Features
Point Landmark Features
Animal Park/Preserve/Zoo
Campground
Higher Education
Hospital
Military Base
School
Train Station
Block Group selection sets
Selected
1.0 mi
Kaluwela Community Park
Kalia Kai
Hanalei
SHAWAII
Hanalei Bay
Wainiha Beach
Wainiha Bay
Hanalei Pier
Hanalei Lagoon
Waipa Lagoon
Waipa Beach
Waipa Point
Waipa Pier

# KAULUWELA COMMUNITY PARK

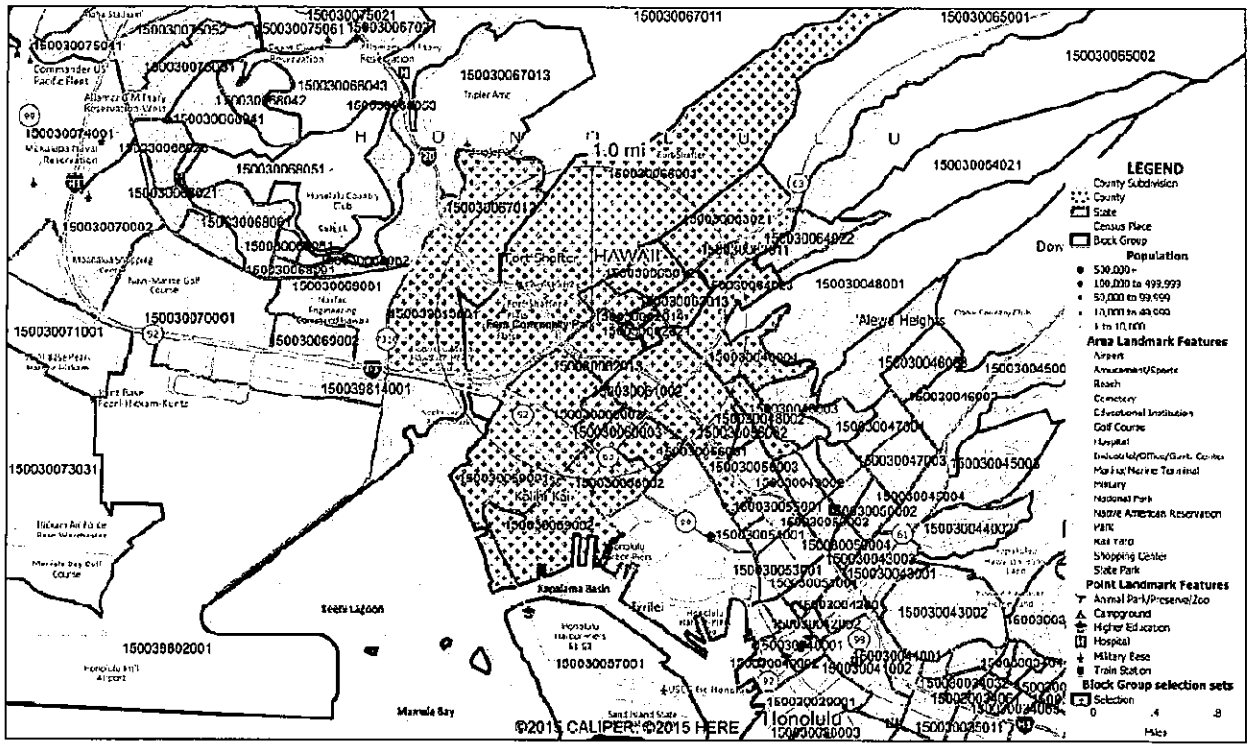
| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 39 | 1 | 185 | 240 | 77.08% |
| 40 | 1 | 350 | 600 | 58.33% |
| 40 | 2 | 255 | 650 | 39.23% |
| 41 | 1 | 1,445 | 1,895 | 76.25% |
| 41 | 2 | 1,400 | 1,865 | 75.07% |
| 42 | 1 | 460 | 1,155 | 39.83% |
| 42 | 2 | 750 | 2,015 | 37.22% |
| 43 | 1 | 920 | 1,940 | 47.42% |
| 43 | 2 | 630 | 2,405 | 26.20% |
| 43 | 3 | 915 | 1,110 | 82.43% |
| 44 | 1 | 955 | 2,725 | 35.05% |
| 44 | 2 | 1,155 | 3,025 | 38.18% |
| 45 | 3 | 225 | 900 | 25.00% |
| 45 | 4 | 485 | 1,275 | 38.04% |
| 47 | 1 | 325 | 680 | 47.79% |
| 47 | 2 | 580 | 2,450 | 23.67% |
| 47 | 3 | 140 | 645 | 21.71% |
| 47 | 4 | 335 | 1,020 | 32.84% |
| 48 | 1 | 90 | 285 | 31.58% |
| 48 | 2 | 1,125 | 1,555 | 72.35% |
| 48 | 3 | 1,260 | 2,425 | 51.96% |
| 49 | 1 | 450 | 935 | 48.13% |
| 49 | 2 | 675 | 1,120 | 60.27% |
| 49 | 3 | 645 | 1,050 | 61.43% |
| 50 | 1 | 475 | 1,020 | 46.57% |
| 50 | 2 | 600 | 1,095 | 54.79% |
| 50 | 3 | 690 | 1,065 | 64.79% |
| 50 | 4 | 560 | 1,105 | 50.68% |
| 51 | 1 | 1,515 | 1,560 | 97.12% |
| 51 | 2 | 650 | 1,590 | 40.88% |
| 52 | 1 | 1,030 | 1,095 | 94.06% |
| 52 | 2 | 1,555 | 1,795 | 86.63% |
| 53 | 1 | 2,115 | 2,590 | 81.66% |
| 53 | 2 | 1,110 | 1,360 | 81.62% |
| 54 | 1 | 1,325 | 1,435 | 92.33% |
| 55 | 1 | 305 | 695 | 43.88% |
| 55 | 2 | 1,170 | 1,445 | 80.97% |
| 56 | 1 | 2,175 | 3,015 | 72.14% |
| 56 | 2 | 655 | 1,180 | 55.51% |
| 56 | 3 | 1,795 | 2,570 | 69.84% |
| 56 | 4 | 295 | 655 | 45.04% |
| 57 | 1 | 355 | 570 | 62.28% |
| 57 | 2 | 1,175 | 1,375 | 85.45% |
| 58 | 1 | 1,055 | 1,170 | 90.17% |
| | **TOTAL** | **36,360** | **62,350** | **58.32%** |

# MAKAHA COMMUNITY PARK




| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 97.01 | 3 | 2,425 | 3,020 | 80.30% |
| 98.01 | 1 | 1,370 | 1,695 | 80.83% |
| 98.01 | 2 | 245 | 615 | 39.84% |
| 98.02 | 1 | 2,235 | 3,240 | 68.98% |
| 98.02 | 2 | 1,045 | 1,800 | 58.06% |
| 98.02 | 3 | 1,080 | 1,665 | 64.86% |
| | **TOTAL** | **8,400** | **12,035** | **69.80%** |

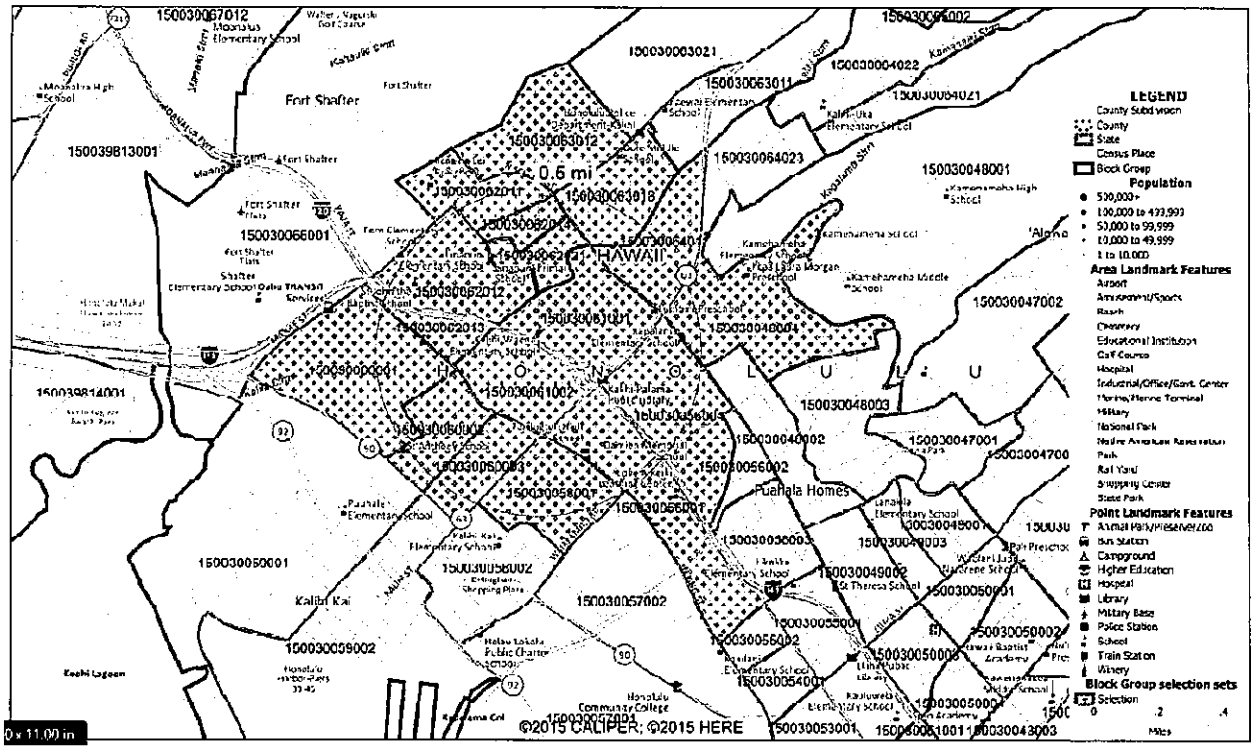
# FERN COMMUNITY PARK



# FERN COMMUNITY PARK

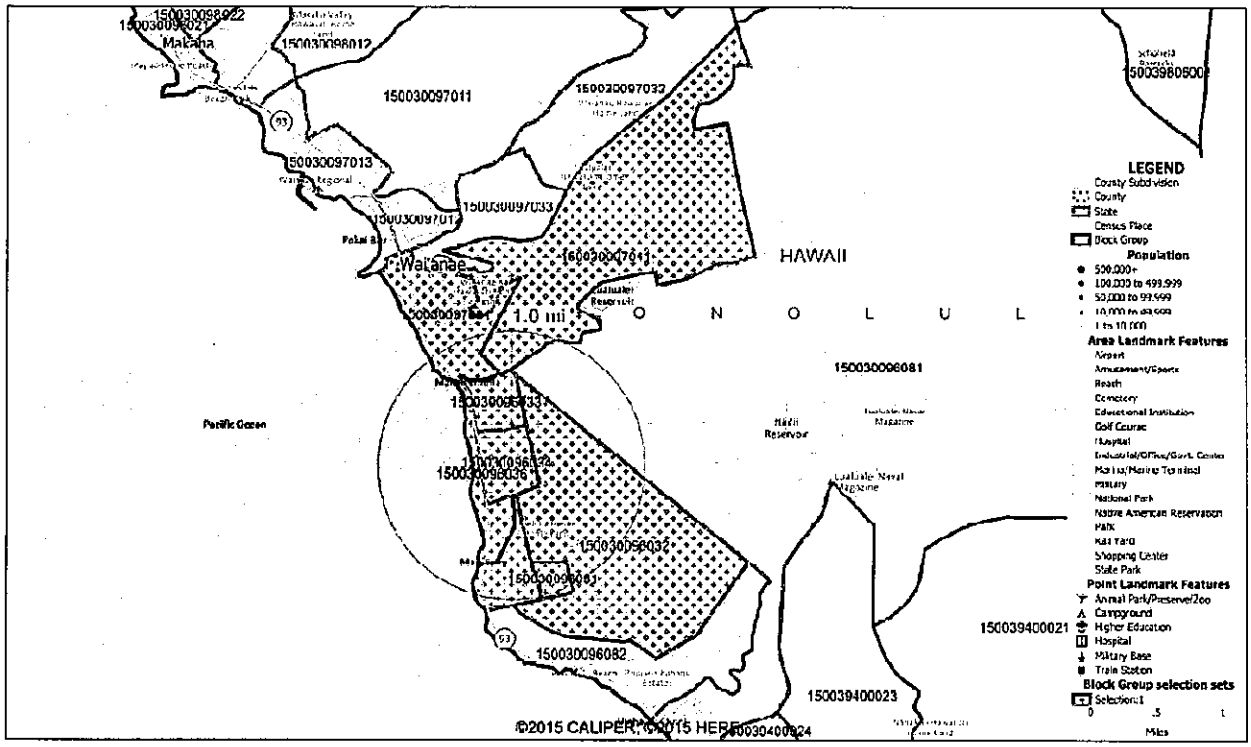
| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 48 | 1 | 90 | 285 | 31.58% |
| 48 | 2 | 1,125 | 1,555 | 72.35% |
| 48 | 4 | 665 | 2,105 | 31.59% |
| 56 | 1 | 2,175 | 3,015 | 72.14% |
| 56 | 4 | 295 | 655 | 45.04% |
| 57 | 2 | 1,175 | 1,375 | 85.45% |
| 58 | 1 | 1,055 | 1,170 | 90.17% |
| 58 | 2 | 1,590 | 2,310 | 68.83% |
| 59 | 1 | 380 | 610 | 62.30% |
| 59 | 2 | 1,085 | 1,620 | 66.98% |
| 60 | 1 | 740 | 1,310 | 56.49% |
| 60 | 2 | 1,280 | 2,975 | 43.03% |
| 60 | 3 | 560 | 1,945 | 28.79% |
| 61 | 1 | 1,080 | 1,975 | 54.68% |
| 61 | 2 | 615 | 2,525 | 24.36% |
| 62.01 | 1 | 930 | 1,960 | 47.45% |
| 62.01 | 2 | 2,135 | 2,615 | 81.64% |
| 62.01 | 3 | 145 | 320 | 45.31% |
| 62.01 | 4 | 500 | 1,100 | 45.45% |
| 62.02 | 1 | 1,810 | 1,870 | 96.79% |
| 63.01 | 1 | 260 | 1,310 | 19.85% |
| 63.01 | 2 | 730 | 1,590 | 45.91% |
| 63.01 | 3 | 420 | 1,050 | 40.00% |
| 63.02 | 1 | 1,875 | 2,580 | 72.67% |
| 64.01 | 1 | 1,130 | 2,640 | 42.80% |
| 64.02 | 3 | 665 | 2,495 | 26.65% |
| 66 | 1 | 75 | 845 | 8.88% |
| 67.01 | 1 | 490 | 2,060 | 23.79% |
| 67.01 | 2 | 605 | 1,940 | 31.19% |
| | **TOTAL** | 25,680 | 49,805 | 51.56% |

# KALIHI WAENA NEIGHBORHOOD PARK



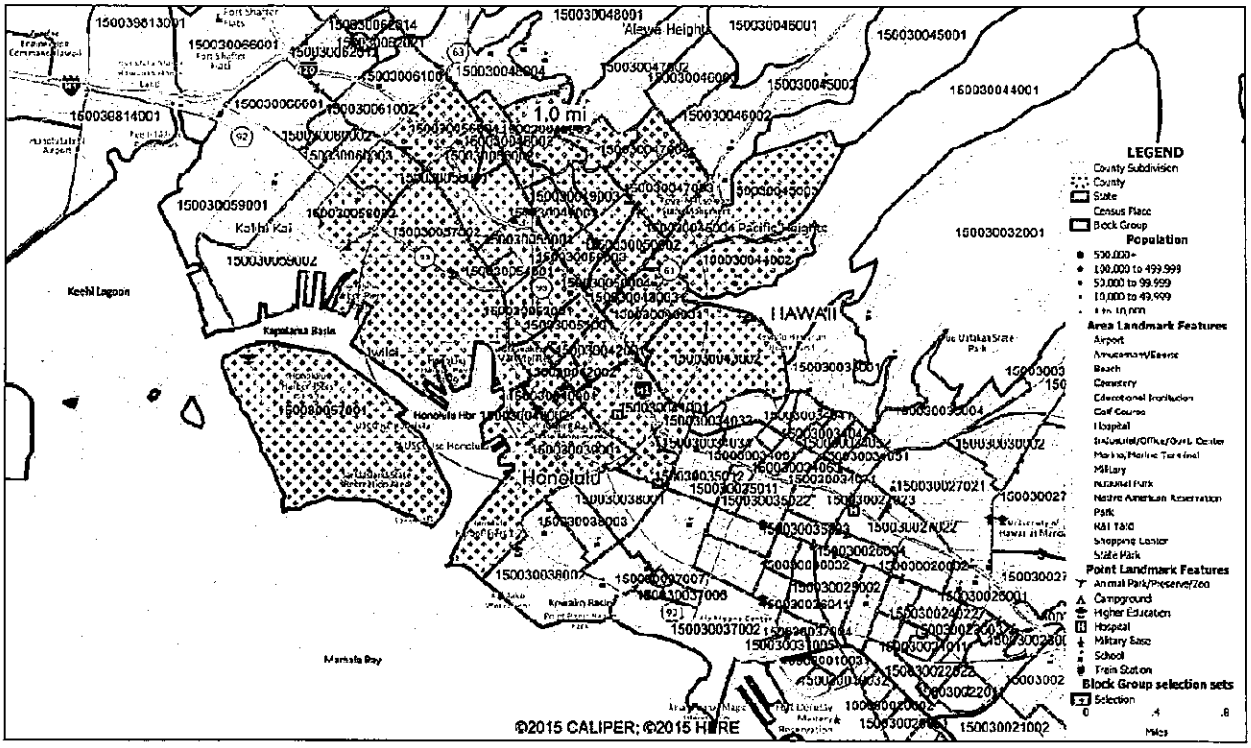

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 48 | 4 | 665 | 2,105 | 31.59% |
| 56 | 1 | 2,175 | 3,015 | 72.14% |
| 56 | 4 | 295 | 655 | 45.04% |
| 57 | 2 | 1,175 | 1,375 | 85.45% |
| 58 | 1 | 1,055 | 1,170 | 90.17% |
| 58 | 2 | 1,590 | 2,310 | 68.83% |
| 60 | 1 | 740 | 1,310 | 56.49% |
| 60 | 2 | 1,280 | 2,975 | 43.03% |
| 60 | 3 | 560 | 1,945 | 28.79% |
| 61 | 1 | 1,080 | 1,975 | 54.68% |
| 61 | 2 | 615 | 2,525 | 24.36% |
| 62.01 | 1 | 930 | 1,960 | 47.45% |
| 62.01 | 2 | 2,135 | 2,615 | 81.64% |
| 62.01 | 3 | 145 | 320 | 45.31% |
| 62.01 | 4 | 500 | 1,100 | 45.45% |
| 62.02 | 1 | 1,810 | 1,870 | 96.79% |
| 63.01 | 2 | 730 | 1,590 | 45.91% |
| 63.01 | 3 | 420 | 1,050 | 40.00% |
| 64.01 | 1 | 1,130 | 2,640 | 42.80% |
| | **TOTAL** | **19,030** | **34,505** | **55.15%** |

# MAILI COMMUNITY PARK




| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 96.03 | 1 | 320 | 745 | 42.95% |
| 96.03 | 2 | 1,225 | 2,510 | 48.80% |
| 96.03 | 3 | 485 | 590 | 82.20% |
| 96.03 | 4 | 1,190 | 1,340 | 88.81% |
| 96.03 | 5 | 1,670 | 2,330 | 71.67% |
| 96.03 | 6 | 430 | 725 | 59.31% |
| 96.08 | 1 | 1,285 | 2,420 | 53.10% |
| 97.03 | 1 | 1,635 | 3,200 | 51.09% |
| 97.04 | 1 | 1,830 | 3,365 | 54.38% |
| | **TOTAL** | **10,070** | **17,225** | **58.46%** |

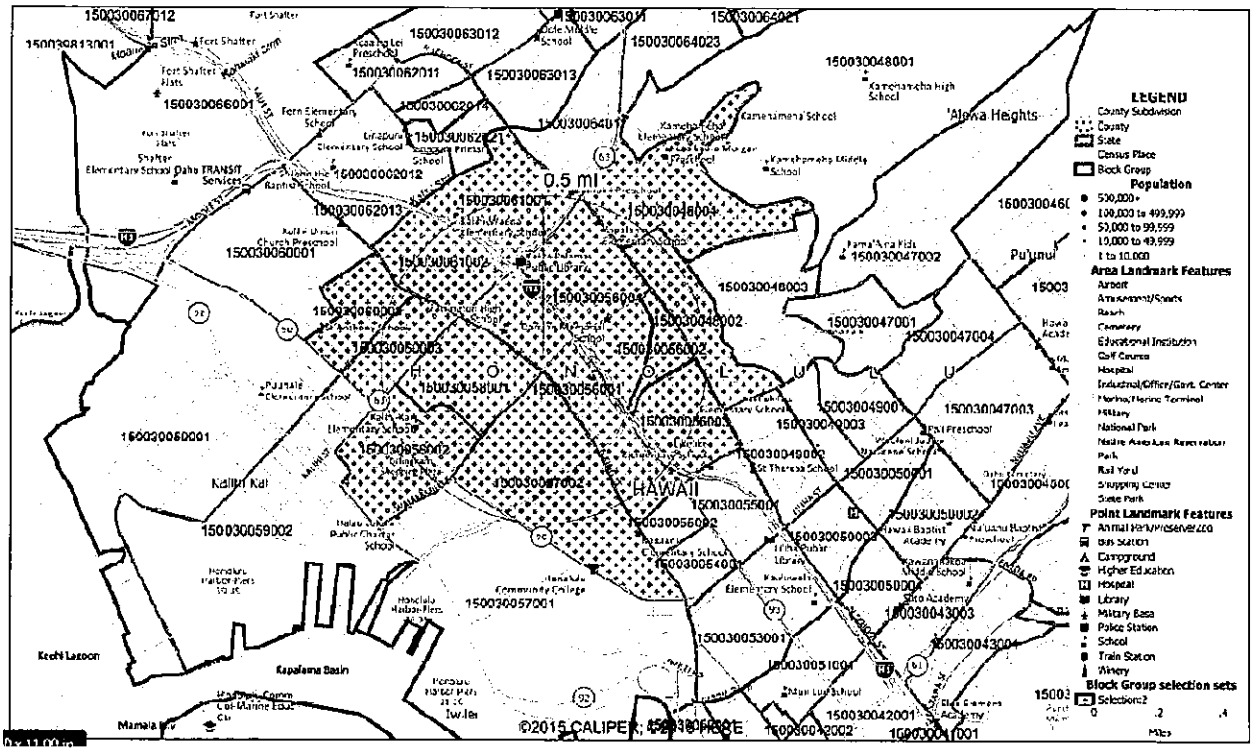
# BERETANIA COMMUNITY PARK



# BERETANIA COMMUNITY PARK

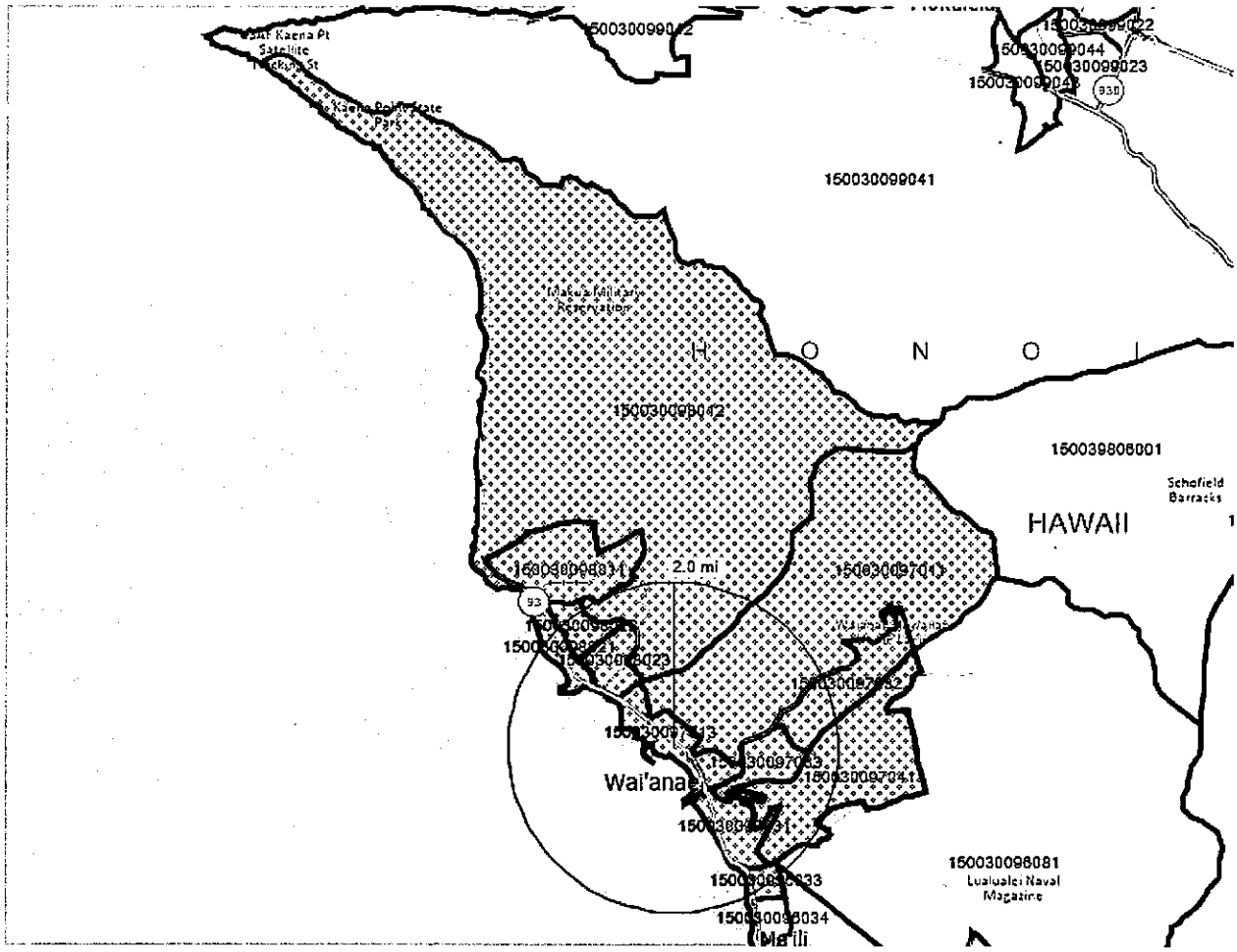
| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 39 | 1 | 185 | 240 | 77.08% |
| 40 | 1 | 350 | 600 | 58.33% |
| 40 | 2 | 255 | 650 | 39.23% |
| 41 | 1 | 1,445 | 1,895 | 76.25% |
| 41 | 2 | 1,400 | 1,865 | 75.07% |
| 41 | 3 | 365 | 545 | 66.97% |
| 42 | 1 | 460 | 1,155 | 39.83% |
| 42 | 2 | 750 | 2,015 | 37.22% |
| 43 | 1 | 920 | 1,940 | 47.42% |
| 43 | 2 | 630 | 2,405 | 26.20% |
| 43 | 3 | 915 | 1,110 | 82.43% |
| 44 | 1 | 955 | 2,725 | 35.05% |
| 44 | 2 | 1,155 | 3,025 | 38.18% |
| 45 | 3 | 225 | 900 | 25.00% |
| 45 | 4 | 485 | 1,275 | 38.04% |
| 47 | 1 | 325 | 680 | 47.79% |
| 47 | 3 | 140 | 645 | 21.71% |
| 47 | 4 | 335 | 1,020 | 32.84% |
| 48 | 2 | 1,125 | 1,555 | 72.35% |
| 48 | 3 | 1,260 | 2,425 | 51.96% |
| 49 | 1 | 450 | 935 | 48.13% |
| 49 | 2 | 675 | 1,120 | 60.27% |
| 49 | 3 | 645 | 1,050 | 61.43% |
| 50 | 1 | 475 | 1,020 | 46.57% |
| 50 | 2 | 600 | 1,095 | 54.79% |
| 50 | 3 | 690 | 1,065 | 64.79% |
| 50 | 4 | 560 | 1,105 | 50.68% |
| 51 | 1 | 1,515 | 1,560 | 97.12% |
| 51 | 2 | 650 | 1,590 | 40.88% |
| 52 | 1 | 1,030 | 1,095 | 94.06% |
| 52 | 2 | 1,555 | 1,795 | 86.63% |
| 53 | 1 | 2,115 | 2,590 | 81.66% |
| 53 | 2 | 1,110 | 1,360 | 81.62% |
| 54 | 1 | 1,325 | 1,435 | 92.33% |
| 55 | 1 | 305 | 695 | 43.88% |
| 55 | 2 | 1,170 | 1,445 | 80.97% |
| 56 | 1 | 2,175 | 3,015 | 72.14% |
| 56 | 2 | 655 | 1,180 | 55.51% |
| 56 | 3 | 1,795 | 2,570 | 69.84% |
| 56 | 4 | 295 | 655 | 45.04% |
| 57 | 1 | 355 | 570 | 62.28% |
| 57 | 2 | 1,175 | 1,375 | 85.45% |
| 58 | 1 | 1,055 | 1,170 | 90.17% |
| 58 | 2 | 1,590 | 2,310 | 68.83% |
| | **TOTAL** | **37,645** | **62,470** | **60.26%** |

# PETER BUCK MINI PARK



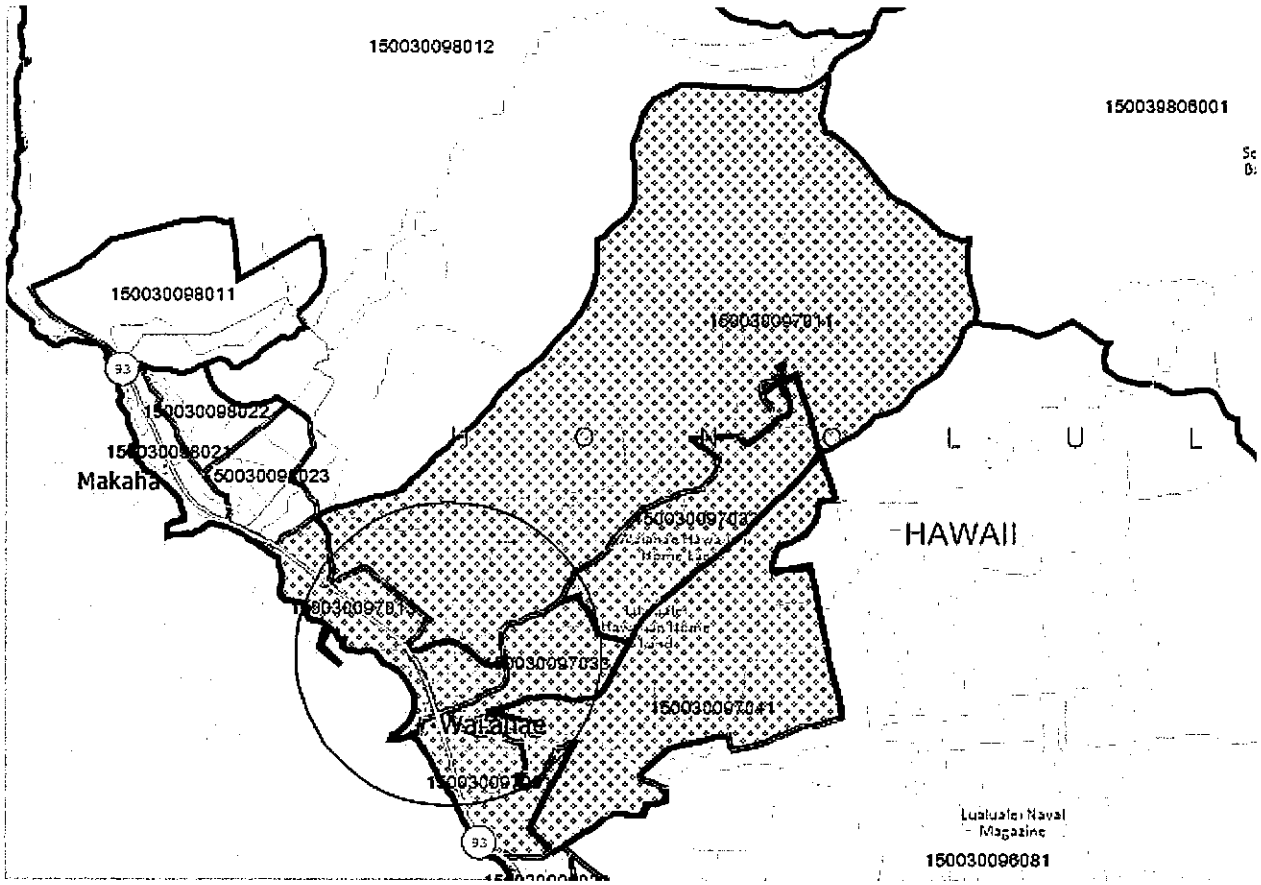

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 48 | 2 | 1,125 | 1,555 | 72.35% |
| 48 | 4 | 665 | 2,105 | 31.59% |
| 56 | 1 | 2,175 | 3,015 | 72.14% |
| 56 | 2 | 655 | 1,180 | 55.51% |
| 56 | 3 | 1,795 | 2,570 | 69.84% |
| 56 | 4 | 295 | 655 | 45.04% |
| 57 | 2 | 1,175 | 1,375 | 85.45% |
| 58 | 1 | 1,055 | 1,170 | 90.17% |
| 58 | 2 | 1,590 | 2,310 | 68.83% |
| 60 | 2 | 1,280 | 2,975 | 43.03% |
| 60 | 3 | 560 | 1,945 | 28.79% |
| 61 | 1 | 1,080 | 1,975 | 54.68% |
| 61 | 2 | 615 | 2,525 | 24.36% |
| | **TOTAL** | **14,065** | **25,355** | **55.47%** |

# WAIANAE DISTRICT PARK



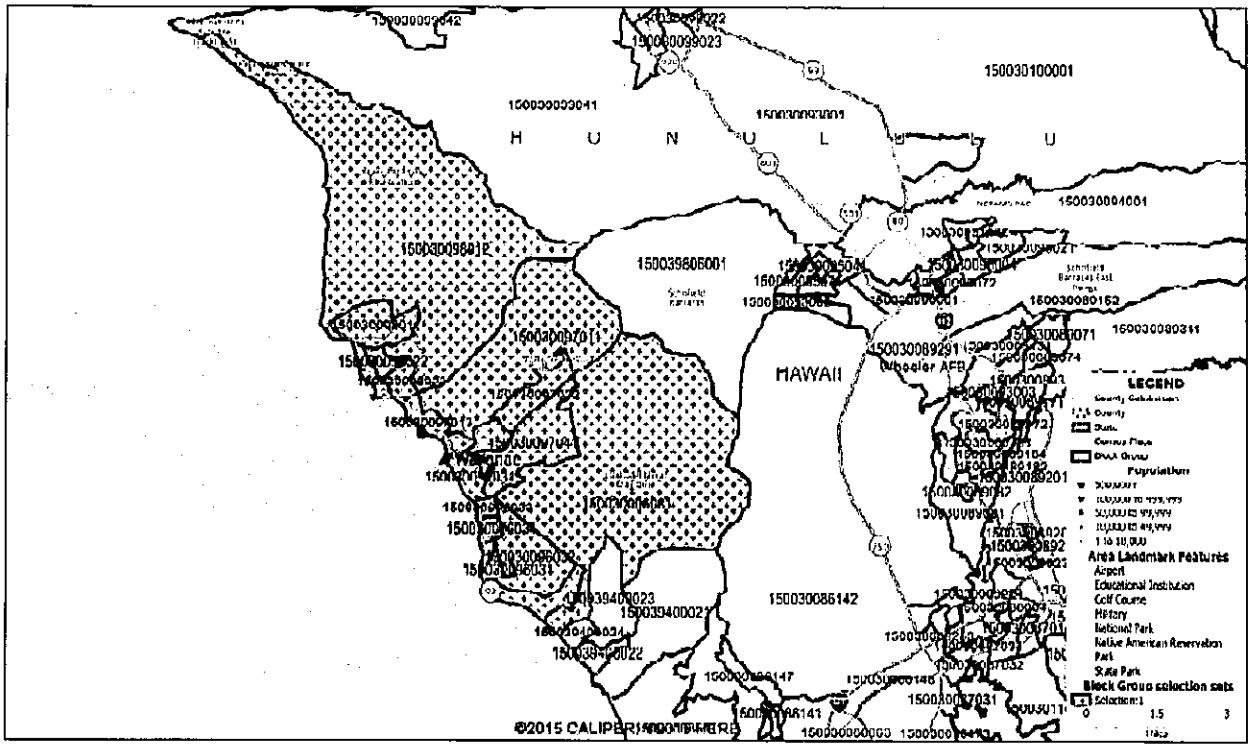

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 96.03 | 3 | 485 | 590 | 82.20% |
| 97.01 | 1 | 1,195 | 1,680 | 71.13% |
| 97.01 | 2 | 1,200 | 1,430 | 83.92% |
| 97.01 | 3 | 2,425 | 3,020 | 80.30% |
| 97.03 | 1 | 1,635 | 3,200 | 51.09% |
| 97.03 | 2 | 1,710 | 2,790 | 61.29% |
| 97.03 | 3 | 575 | 750 | 76.67% |
| 97.04 | 1 | 1,830 | 3,365 | 54.38% |
| 98.01 | 1 | 1,370 | 1,695 | 80.83% |
| 98.01 | 2 | 245 | 615 | 39.84% |
| 98.02 | 1 | 2,235 | 3,240 | 68.98% |
| 98.02 | 2 | 1,045 | 1,800 | 58.06% |
| 98.02 | 3 | 1,080 | 1,665 | 64.86% |
| | TOTAL | 17,030 | 25,840 | 65.91% |

# PILILAAU COMMUNITY PARK



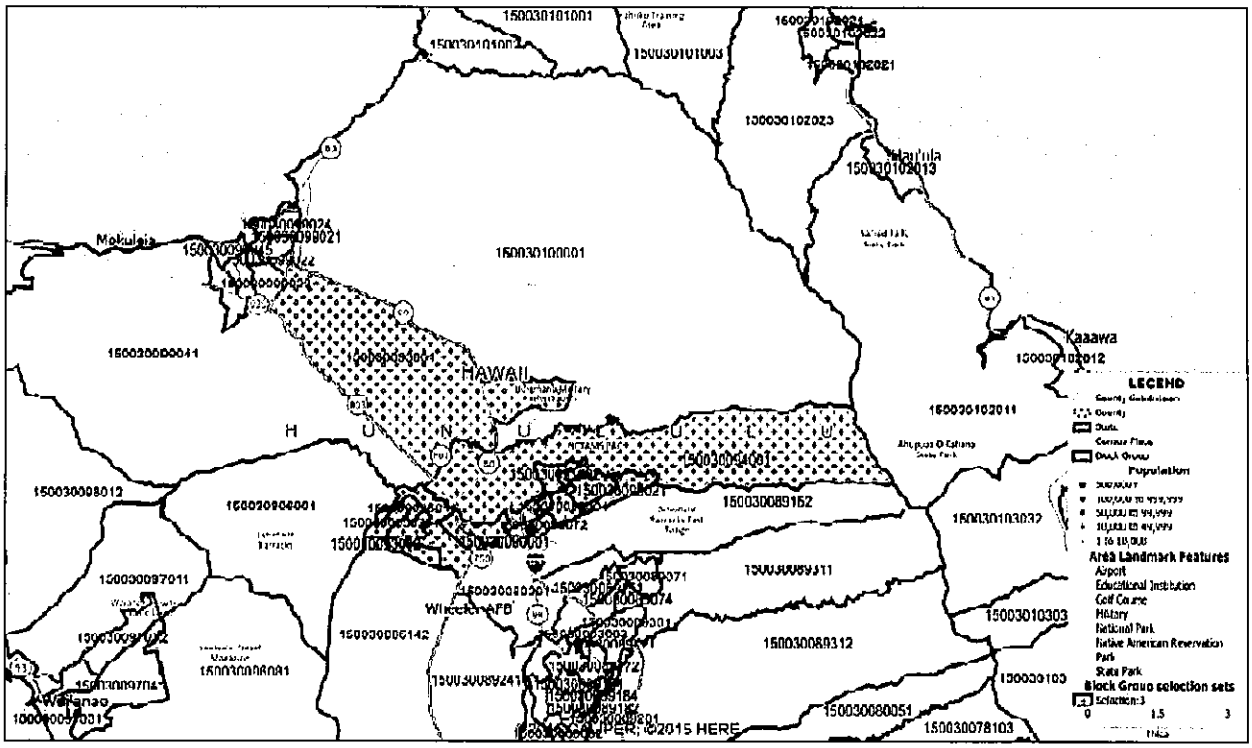

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 97.01 | 1 | 1,195 | 1,680 | 71.13% |
| 97.01 | 2 | 1,200 | 1,430 | 83.92% |
| 97.01 | 3 | 2,425 | 3,020 | 80.30% |
| 97.03 | 1 | 1,635 | 3,200 | 51.09% |
| 97.03 | 2 | 1,710 | 2,790 | 61.29% |
| 97.03 | 3 | 575 | 750 | 76.67% |
| 97.04 | 1 | 1,830 | 3,365 | 54.38% |
| | **TOTAL** | **10,570** | **16,235** | **65.11%** |

# WAIANAE FIRE STATION



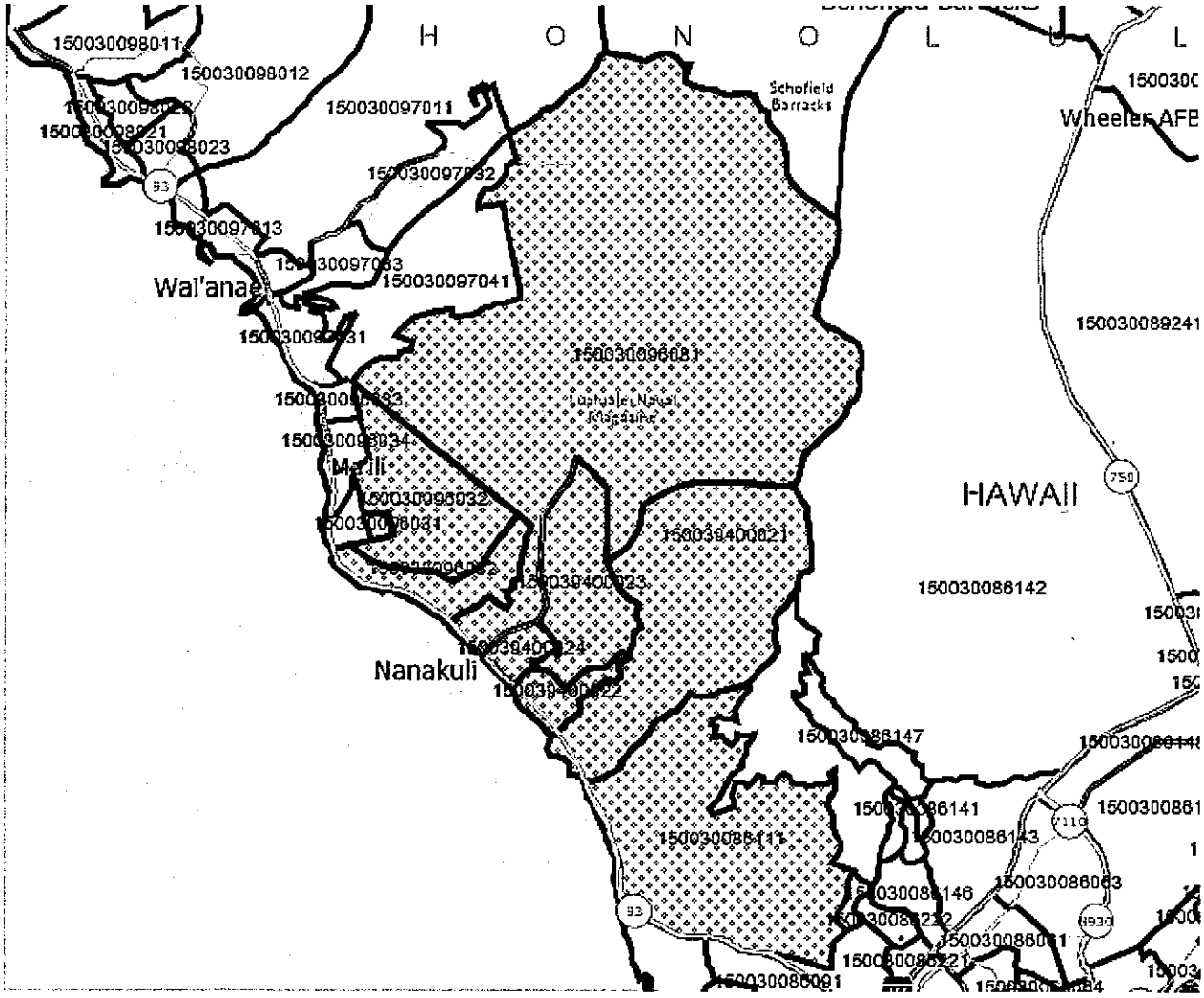

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 96.03 | 1 | 320 | 745 | 42.95% |
| 96.03 | 2 | 1,225 | 2,510 | 48.80% |
| 96.03 | 3 | 485 | 590 | 82.20% |
| 96.03 | 4 | 1,190 | 1,340 | 88.81% |
| 96.03 | 5 | 1,670 | 2,330 | 71.67% |
| 96.03 | 6 | 430 | 725 | 59.31% |
| 96.08 | 1 | 1,285 | 2,420 | 53.10% |
| 96.08 | 2 | 1,705 | 3,090 | 55.18% |
| 97.01 | 1 | 1,195 | 1,680 | 71.13% |
| 97.01 | 2 | 1,200 | 1,430 | 83.92% |
| 97.01 | 3 | 2,425 | 3,020 | 80.30% |
| 97.03 | 1 | 1,635 | 3,200 | 51.09% |
| 97.03 | 2 | 1,710 | 2,790 | 61.29% |
| 97.03 | 3 | 575 | 750 | 76.67% |
| 97.04 | 1 | 1,830 | 3,365 | 54.38% |
| 98.01 | 1 | 1,370 | 1,695 | 80.83% |
| 98.01 | 2 | 245 | 615 | 39.84% |
| 98.02 | 1 | 2,235 | 3,240 | 68.98% |
| 98.02 | 2 | 1,045 | 1,800 | 58.06% |
| 98.02 | 3 | 1,080 | 1,665 | 64.86% |
| | **TOTAL** | **24,855** | **39,000** | **63.73%** |

# WAHIAWA FIRE STATION



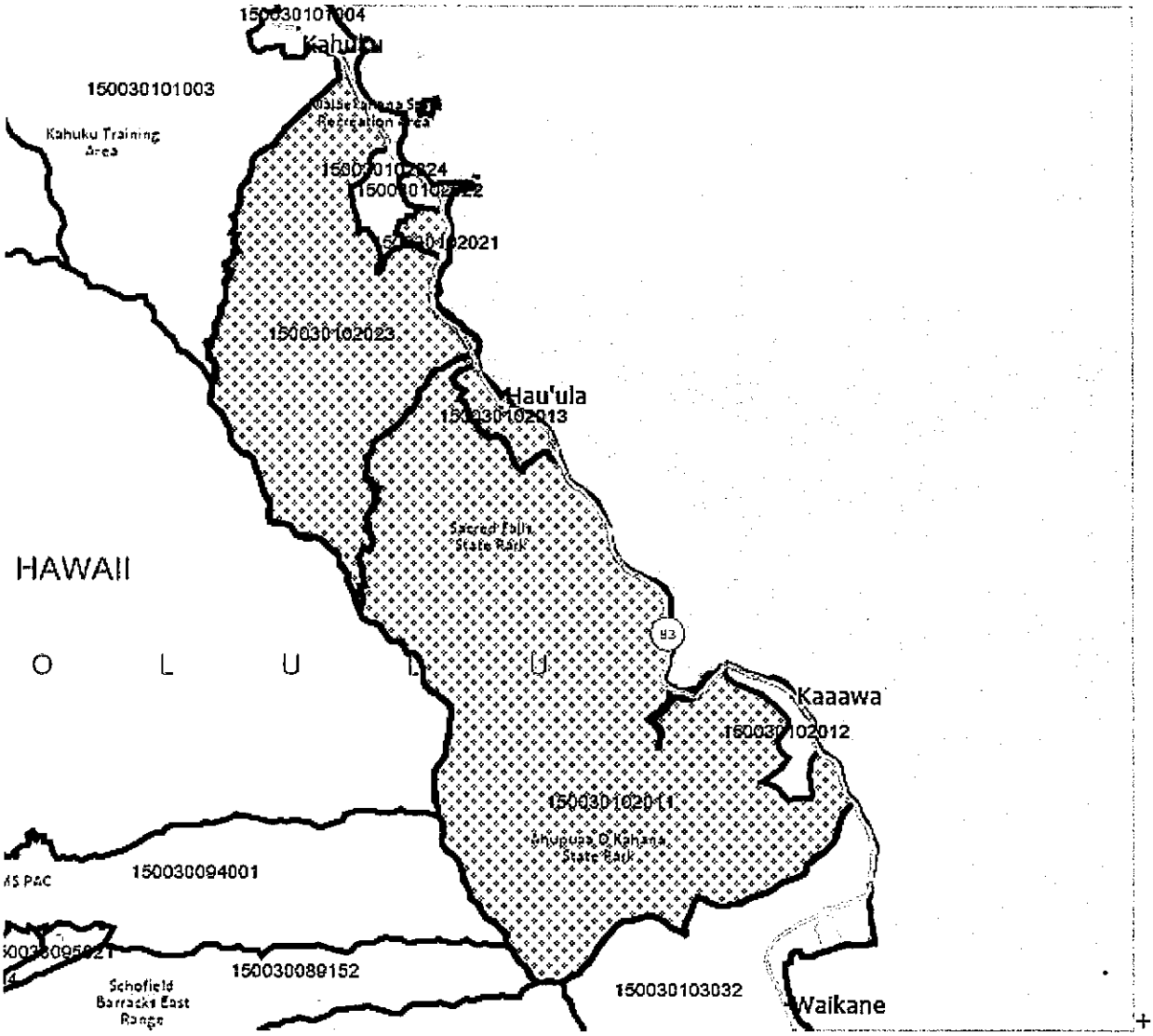

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 89.26 | 1 | 595 | 1,780 | 33.43% |
| 89.27 | 1 | 1,530 | 5,055 | 30.27% |
| 89.28 | 1 | 605 | 4,190 | 14.44% |
| 89.29 | 2 | 815 | 2,325 | 35.05% |
| 91 | 2 | 725 | 1,610 | 45.03% |
| 93 | 1 | 735 | 1,635 | 44.95% |
| 93 | 2 | 480 | 610 | 78.69% |
| 93 | 4 | 1,285 | 1,770 | 72.60% |
| 94 | 1 | 1,115 | 1,335 | 83.52% |
| 94 | 1 | 1,115 | 1,335 | 83.52% |
| 94 | 2 | 890 | 1,515 | 58.75% |
| 94 | 3 | 625 | 1,365 | 45.79% |
| 94 | 4 | 1,030 | 1,270 | 81.10% |
| 95.01 | 1 | 1,865 | 2,295 | 81.26% |
| 95.01 | 2 | 3,230 | 4,050 | 79.75% |
| 95.02 | 1 | 1,240 | 1,365 | 90.84% |
| 95.03 | 1 | 535 | 790 | 67.72% |
| 95.04 | 1 | 790 | 1,425 | 55.44% |
| 95.07 | 1 | 2,405 | 2,645 | 90.93% |
| | **TOTAL** | **21,610** | **38,365** | **56.33%** |

# NANAKULI FIRE STATION



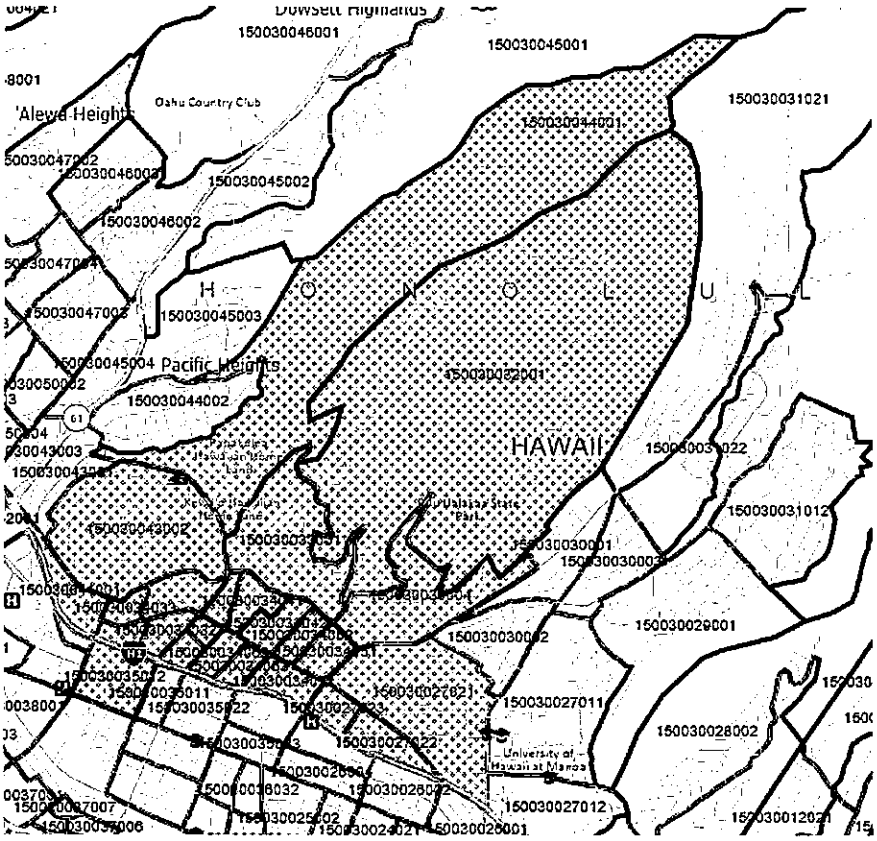

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 86.11 | 1 | 80 | 125 | 64.00% |
| 96.03 | 2 | 1225 | 2510 | 48.80% |
| 96.08 | 1 | 1285 | 2420 | 53.10% |
| 96.08 | 2 | 1705 | 3090 | 55.18% |
| 9400.02 | 1 | 600 | 1145 | 52.40% |
| 9400.02 | 2 | 910 | 1660 | 54.82% |
| 9400.02 | 3 | 1110 | 2135 | 51.99% |
| | **TOTAL** | **8710** | **15285** | **56.98%** |

# HAUULA FIRE STATION



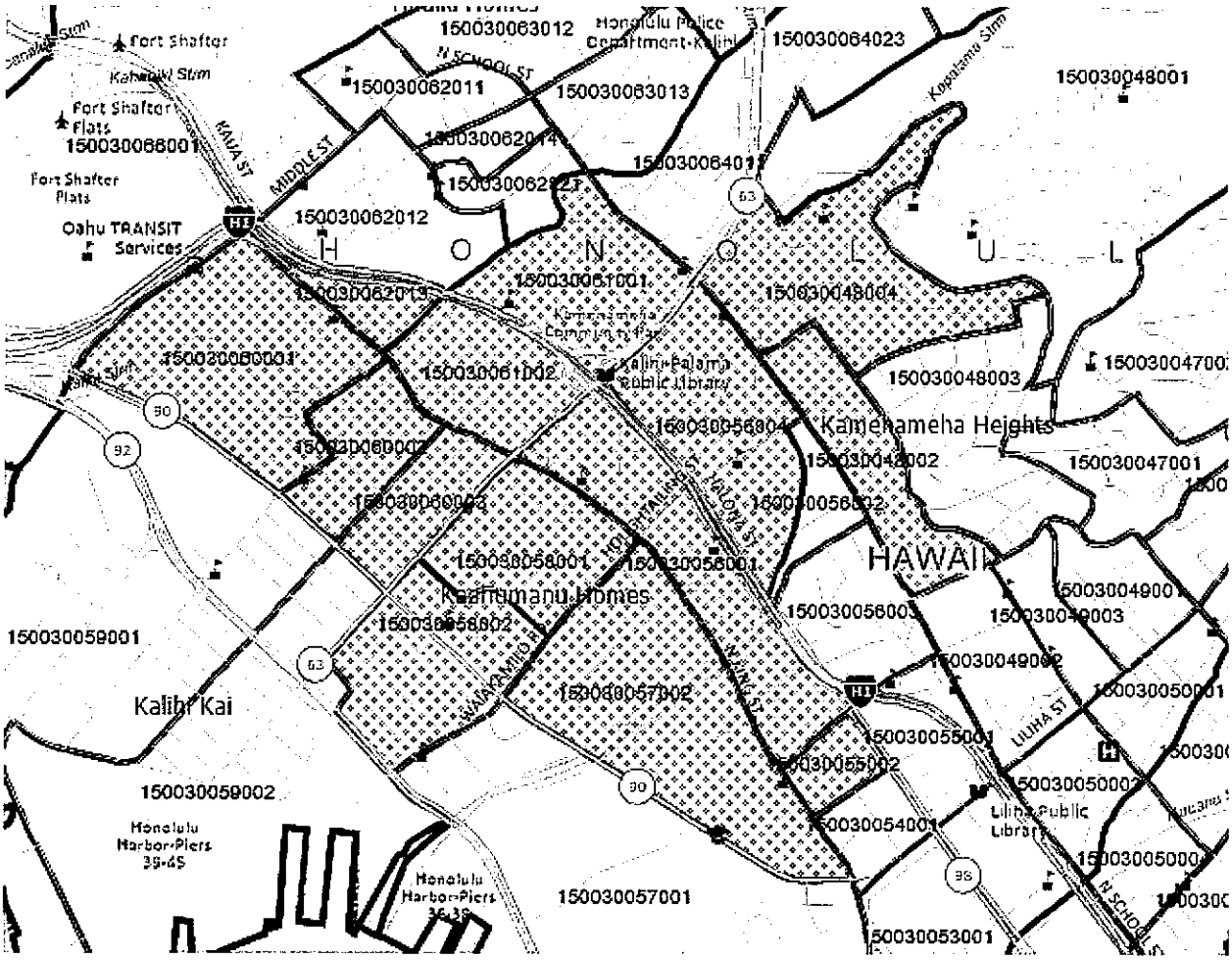

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 102.01 | 1 | 785 | 1265 | 62.06% |
| 102.01 | 3 | 1485 | 2570 | 57.78% |
| 102.02 | 1 | 545 | 1090 | 50.00% |
| 102.02 | 3 | 355 | 905 | 39.23% |
| | **TOTAL** | **3170** | **5830** | **54.37%** |

# MAKIKI FIRE STATION



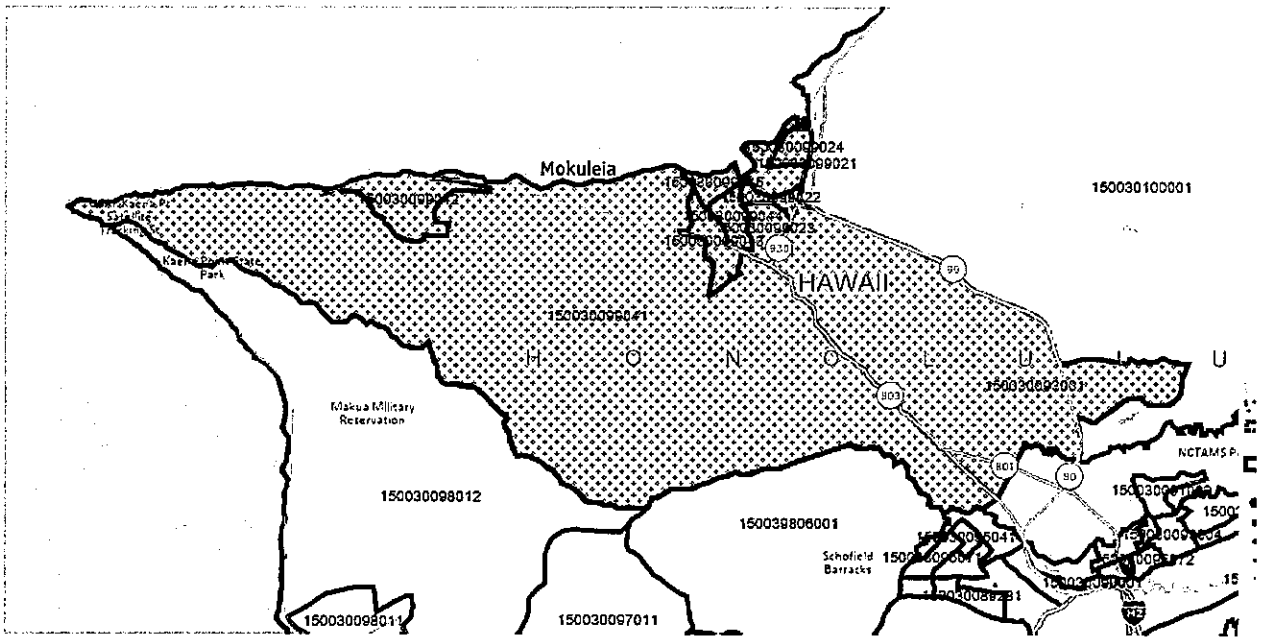

| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 27.02 | 1 | 560 | 1875 | 29.87% |
| 27.02 | 2 | 685 | 1185 | 57.81% |
| 27.02 | 3 | 750 | 1660 | 45.18% |
| 30 | 1 | 245 | 835 | 29.34% |
| 30 | 4 | 330 | 1360 | 24.26% |
| 33 | 1 | 245 | 1145 | 21.40% |
| 34.03 | 1 | 645 | 1745 | 36.96% |
| 34.03 | 2 | 1015 | 1190 | 85.29% |
| 34.03 | 3 | 450 | 1110 | 40.54% |
| 34.03 | 4 | 1165 | 1735 | 67.15% |
| 34.04 | 1 | 680 | 1550 | 43.87% |
| 34.04 | 2 | 1540 | 2190 | 70.32% |
| 34.04 | 3 | 390 | 740 | 52.70% |
| 34.05 | 1 | 1540 | 2300 | 66.96% |
| 34.05 | 2 | 730 | 1185 | 61.60% |
| 34.06 | 1 | 1280 | 1440 | 88.89% |
| 34.06 | 2 | 1235 | 1945 | 63.50% |
| 34.06 | 3 | 895 | 1505 | 59.47% |
| 34.06 | 4 | 620 | 890 | 69.66% |
| 34.07 | 1 | 325 | 740 | 43.92% |
| 35.01 | 2 | 580 | 1330 | 43.61% |
| 41 | 1 | 1445 | 1895 | 76.25% |
| 43 | 2 | 630 | 2405 | 26.20% |
| 44 | 1 | 955 | 2725 | 35.05% |
| | **TOTAL** | **18935** | **36680** | **51.62%** |

# KALIHI FIRE STATION




| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 48 | 2 | 1125 | 1555 | 72.35% |
| 48 | 4 | 665 | 2105 | 31.59% |
| 56 | 1 | 2175 | 3015 | 72.14% |
| 56 | 4 | 295 | 655 | 45.04% |
| 57 | 2 | 1175 | 1375 | 85.45% |
| 58 | 1 | 1055 | 1170 | 90.17% |
| 58 | 2 | 1590 | 2310 | 68.83% |
| 60 | 1 | 740 | 1310 | 56.49% |
| 60 | 2 | 1280 | 2975 | 43.03% |
| 60 | 3 | 560 | 1945 | 28.79% |
| 61 | 1 | 1080 | 1975 | 54.68% |
| 61 | 2 | 615 | 2525 | 24.36% |
| 62.01 | 3 | 145 | 320 | 45.31% |
| | **TOTAL** | **12500** | **23235** | **53.80%** |

# WAIALUA FIRE STATION




| TRACT | B/G | L/M | L/M UNIV | L/M % |
|---|---|---|---|---|
| 93 | 1 | 735 | 1635 | 44.95% |
| 99.02 | 1 | 195 | 410 | 47.56% |
| 99.02 | 2 | 715 | 980 | 72.96% |
| 99.02 | 3 | 860 | 1105 | 77.83% |
| 99.02 | 4 | 540 | 930 | 58.06% |
| 99.04 | 1 | 895 | 1785 | 50.14% |
| 99.04 | 2 | 135 | 175 | 77.14% |
| 99.04 | 3 | 495 | 1115 | 44.39% |
| 99.04 | 4 | 285 | 765 | 37.25% |
| 99.04 | 5 | 765 | 1620 | 47.22% |
| | **TOTAL** | **5620** | **10520** | **53.42%** |

# APPENDIX 6

# APPLICATIONS FOR FEDERAL ASSISTANCE

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☐ New | |
| ☒ Application | ☒ Continuation | * Other (Specify): |
| ☐ Changed/Corrected Application | ☐ Revision | |

| * 3. Date Received: | 4. Applicant Identifier: |
|---|---|
| | |

| 5a. Federal Entity Identifier: | 5b. Federal Award Identifier: |
|---|---|
| | |

**State Use Only:**

| 6. Date Received by State: | 7. State Application Identifier: |
|---|---|
| | |

**8. APPLICANT INFORMATION:**

* a. Legal Name: City and County of Honolulu

| * b. Employer/Taxpayer Identification Number (EIN/TIN): | * c. Organizational DUNS: |
|---|---|
| 99-6001257 | 0777016470000 |

**d. Address:**

* Street1: 530 South King Street
Street2:
* City: Honolulu
County/Parish:
* State: HI: Hawaii
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 96813-3099

**e. Organizational Unit:**

| Department Name: | Division Name: |
|---|---|
| Budget and Fiscal Services | Fiscal/CIP Administration |

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. * First Name: Nelson
Middle Name: H.
* Last Name: Koyanagi
Suffix: Jr.

Title: Director of Budget and Fiscal Services

Organizational Affiliation:

* Telephone Number: (808) 768-3901 Fax Number: (808) 768-3179

* Email: nkoyanagi@honolulu.gov

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14-218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Twenty-Sixth Year Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: 1 & 2

* b. Program/Project: 1 & 2

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 07/01/2020

* b. End Date: 06/30/2021

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 8,018,590.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | 525,000.00 |
| * g. TOTAL | 8,543,590.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.

* First Name: Roy

Middle Name: K.

* Last Name: Amemiya

Suffix: Jr.

* Title: Managing Director

* Telephone Number: (808) 768-4275

Fax Number: (808) 768-4242

* Email: ramemiya@honolulu.gov

* Signature of Authorized Representative:

* Date Signed:

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☐ New | |
| ☒ Application | ☒ Continuation | * Other (Specify): |
| ☐ Changed/Corrected Application | ☐ Revision | |

| * 3. Date Received: | 4. Applicant Identifier: |
|---|---|
| | |

| 5a. Federal Entity Identifier: | 5b. Federal Award Identifier: |
|---|---|
| | |

**State Use Only:**

| 6. Date Received by State: | 7. State Application Identifier: |
|---|---|
| | |

**8. APPLICANT INFORMATION:**

* a. Legal Name: City and County of Honolulu

| * b. Employer/Taxpayer Identification Number (EIN/TIN): | * c. Organizational DUNS: |
|---|---|
| 99-6001257 | 0777016470000 |

**d. Address:**

* Street1: 530 South King Street
Street2:
* City: Honolulu
County/Parish:
* State: HI: Hawaii
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 96813-3099

**e. Organizational Unit:**

| Department Name: | Division Name: |
|---|---|
| Budget and Fiscal Services | Fiscal/CIP Administration |

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. * First Name: Nelson
Middle Name: H.
* Last Name: Koyanagi
Suffix: Jr.

Title: Director of Budget and Fiscal Services

Organizational Affiliation:

| * Telephone Number: | Fax Number: |
|---|---|
| (808) 768-3901 | (808) 768-3179 |

* Email: nkoyanagi@honolulu.gov

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14-239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Twenty-Sixth Year Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: 1 & 2
* b. Program/Project: 1 & 2

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 07/01/2020
* b. End Date: 06/30/2021

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 2,835,738.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | 87,843.00 |
| * f. Program Income | 550,000.00 |
| * g. TOTAL | 3,473,581.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [x] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.
* First Name: Roy
Middle Name: K.
* Last Name: Amemiya
Suffix: Jr.

* Title: Managing Director

* Telephone Number: (808) 768-4275
Fax Number: (808) 768-4242

* Email: ramemiya@honolulu.gov

* Signature of Authorized Representative:
* Date Signed:

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☐ New | |
| ☒ Application | ☒ Continuation | * Other (Specify): |
| ☐ Changed/Corrected Application | ☐ Revision | |

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: City and County of Honolulu

* b. Employer/Taxpayer Identification Number (EIN/TIN): 99-6001257

* c. Organizational DUNS: 0777016470000

**d. Address:**

* Street1: 530 South King Street
Street2:
* City: Honolulu
County/Parish:
* State: HI: Hawaii
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 96813-3099

**e. Organizational Unit:**

Department Name: Budget and Fiscal Services

Division Name: Fiscal/CIP Administration

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr.
* First Name: Nelson
Middle Name: H.
* Last Name: Koyanagi
Suffix: Jr.

Title: Director of Budget and Fiscal Services

Organizational Affiliation:

* Telephone Number: (808) 768-3901
Fax Number: (808) 768-3179

* Email: nkoyanagi@honolulu.gov

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14-231

CFDA Title:

Emergency Solutions Grants Program

*** 12. Funding Opportunity Number:**

* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Twenty-Sixth Year Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: 1 & 2
* b. Program/Project: 1 & 2

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 07/01/2020
* b. End Date: 06/30/2021

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 681,808.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | 681,808.00 |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 1,363,616.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [x] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

| | |
|---|---|
| Prefix: | Mr. |
| * First Name: | Roy |
| Middle Name: | K. |
| * Last Name: | Amemiya |
| Suffix: | Jr. |
| * Title: | Managing Director |
| * Telephone Number: | (808) 768-4275 |
| Fax Number: | (808) 768-4242 |
| * Email: | ramemiya@honolulu.gov |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

*** 1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

*** 2. Type of Application:**
- [ ] New
- [x] Continuation
- [ ] Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

*** a. Legal Name:** City and County of Honolulu

*** b. Employer/Taxpayer Identification Number (EIN/TIN):** 99-6001257

*** c. Organizational DUNS:** 0777016470000

**d. Address:**

*** Street1:** 530 South King Street
**Street2:**
*** City:** Honolulu
**County/Parish:**
*** State:** HI: Hawaii
**Province:**
*** Country:** USA: UNITED STATES
*** Zip / Postal Code:** 96813-3099

**e. Organizational Unit:**

**Department Name:** Budget and Fiscal Services

**Division Name:** Fiscal/CIP Administration

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:** Mr.
*** First Name:** Nelson
**Middle Name:** H.
*** Last Name:** Koyanagi
**Suffix:** Jr.

**Title:** Director of Budget and Fiscal Services

**Organizational Affiliation:**

*** Telephone Number:** (808) 768-3901
**Fax Number:** (808) 768-3179

*** Email:** nkoyanagi@honolulu.gov

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14-241

CFDA Title:

Housing Opportunities for Persons With AIDS

*** 12. Funding Opportunity Number:**

* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Twenty-Sixth Year Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: 1 & 2
* b. Program/Project: 1 & 2

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 07/01/2020
* b. End Date: 06/30/2021

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 635,213.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 635,213.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

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**Authorized Representative:**

| | |
|---|---|
| Prefix: | Mr. |
| * First Name: | Roy |
| Middle Name: | K. |
| * Last Name: | Amemiya |
| Suffix: | Jr. |
| * Title: | Managing Director |
| * Telephone Number: | (808) 768-4275 |
| Fax Number: | (808) 768-4242 |
| * Email: | ramemiya@honolulu.gov |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

# APPENDIX 7

# ASSURANCES FOR NON-CONSTRUCTION PROGRAMS

# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

OMB Number: 4040-0007
Expiration Date: 02/28/2022

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE<br>Managing Director |
|---|---|
| APPLICANT ORGANIZATION<br>City and County of Honolulu | DATE SUBMITTED |

# HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

OMB Number: 4040-0007
Expiration Date: 02/28/2022

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

# HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE<br>Managing Director |
|---|---|
| APPLICANT ORGANIZATION<br>City and County of Honolulu | DATE SUBMITTED |

# EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM

OMB Number: 4040-0007
Expiration Date: 02/28/2022

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

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**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

# EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| | Managing Director |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| City and County of Honolulu | |

# HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM

OMB Number: 4040-0007
Expiration Date: 02/28/2022

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

# HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

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16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE<br>Managing Director |
|---|---|
| APPLICANT ORGANIZATION<br>City and County of Honolulu | DATE SUBMITTED |

# APPENDIX 8

# ASSURANCES FOR CONSTRUCTION PROGRAMS

# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

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As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

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17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| | Managing Director |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| City and County of Honolulu | |

# HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

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1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

# HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| | Managing Director |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| City and County of Honolulu | |

# EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

# EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| | Managing Director |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| City and County of Honolulu | |

# HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

# HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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|---|---|
| | Managing Director |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| City and County of Honolulu | |

# APPENDIX 9

# CERTIFICATIONS

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** – The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace –** It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -

    (a) The dangers of drug abuse in the workplace;

    (b) The grantee's policy of maintaining a drug-free workplace;

    (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

    (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

    (a) Abide by the terms of the statement; and

    (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying –** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction –** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** – The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** – It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

| | |
|---|---|
| Roy K. Amemiya, Jr., Managing Director<br>City and County of Honolulu | Date |

## SPECIFIC CDBG CERTIFICATIONS

The Entitlement Community certifies that:

**Citizen Participation** – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2009, 2010 & 2011 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to

pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force –** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint –** Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR □570.608;

**Compliance with Laws** – It will comply with applicable laws.

| | |
|---|---|
| Roy K. Amemiya, Jr., Managing Director<br>City and County of Honolulu | Date |

## SPECIFIC HOME CERTIFICATIONS

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance –** If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs –** it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in 92.214.

**Appropriate Financial Assistance** – before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

| | |
|---|---|
| Roy K. Amemiya, Jr., Managing Director<br>City and County of Honolulu | Date |

## ESG CERTIFICATIONS

I, Kirk W. Caldwell, Chief Executive Officer of the City and County of Honolulu, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 CFR 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 CFR 576.53 concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.

2. The building standards requirement of 24 CFR 576.55.

3. The requirements of 24 CFR 576.56, concerning assurances on services and other assistance to the homeless.

4. The requirements of 24 CFR 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.

5. The requirements of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

6. The requirement of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.

7. The requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

8. The requirements of 24 CFR 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.

9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 76.56.

10. The requirements of 24 CFR 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental

review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

11. The requirements of 24 CFR 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.

12. The new requirement of the McKinney -Vento Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.

13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of an amended and approved Consolidated Plan with its certifications, which act as the application for an Emergency Solutions Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

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| Roy K. Amemiya, Jr., Managing Director<br>City and County of Honolulu<br>for Chief Executive Officer | Date |

## HOPWA CERTIFICATIONS

The HOPWA grantee certifies that:

**Activities** – Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** – Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility.

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

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|---|---|
| Roy K. Amemiya, Jr., Managing Director<br>City and County of Honolulu | Date |

## APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code)

Department of Budget and Fiscal Services
530 South King Street, 1st, 2nd & 3rd Floors
Honolulu, HI 96813

Department of Budget and Fiscal Services
650 South King Street, 4th Floor
Honolulu, HI 96813

Department of Budget and Fiscal Services
925 Dillingham Boulevard, Suite 240
Honolulu, HI 96817

Department of Community Services
925 Dillingham Boulevard, Suite 200
Honolulu, HI 96817

Department of Community Services
51 Merchant Street
Honolulu, HI 96813

Department of Community Services
1000 Ulu Ohia Street #204
Kapolei, HI 96707

Department of Design and Construction
650 South King Street, 9th & 11th Floor
Honolulu, HI 96813

Check ☒ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or

possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

| | |
|---|---|
| Roy K. Amemiya, Jr., Managing Director<br>City and County of Honolulu | Date |

# APPENDIX 10

# ACRONYMS AND ABBREVIATIONS

# Acronyms and Abbreviations

ADA - Americans with Disabilities Act

ADU - Accessory Dwelling Unit

AIDS - Acquired Immune Deficiency Syndrome

AMHD - Adult Mental Health Division

AMI - Area Median Income

AP - Action Plan

BESSD - Benefit, Employment, and Support Services Division

BFS - Department of Budget and Fiscal Services

CAD - Community Assistance Division

CAPER - Consolidated Annual Performance and Evaluation Report

CBDD - Community Based Development Division

CDBG - Community Development Block Grant

CES - Coordinated Entry System

CFR - Code of Federal Regulations

CITY - City and County of Honolulu

CoC - Continuum of Care

COR - Department of Corporation Counsel

CPD - Community Planning and Development

CPP - Citizen Participation Plan

DCS - Department of Community Services

DEM - Department of Emergency Management

DOH - Department of Health

DPP - Department of Planning and Permitting

DPR - Department of Parks and Recreation

DV - Domestic Violence

ESG - Emergency Solutions Grant

FY - Fiscal Year

HEARTH - Homeless Emergency Assistance and Rapid Transition to Housing

HFD - Honolulu Fire Department

HHFDC - Hawaii Housing Finance and Development Corporation

HHPS - Hawaii Housing Planning Study

HICH - Hawaii Interagency Council on Homelessness

HIV - Human Immunodeficiency Virus

HMIS - Homeless Management Information System

HOME - HOME Investment Partnerships Program

HOPWA - Housing Opportunities for Persons With AIDS

HPHA - Hawaii Public Housing Authority

HTF - Housing Trust Fund

HUD - Department of Housing and Urban Development

IDD - Intellectual and Developmental Disabilities

LBP - Lead Based Paint

LMI - Low and Moderate Income

MDO - Office of the Managing Director

NOFA - Notice of Funding Availability

NRSA - Neighborhood Revitalization Strategy Area

P & E - Planning and Engineering

PIC - Partners in Care

PIT - Point-in-Time

PY - Program Year

STRMU - Short Term Rent, Mortgage and Utilities

TBRA - Tenant-Based Rental Assistance

USICH - United States Interagency Council on Homelessness