'26APR09 PM 2:51 CITY CLERK

DEPARTMENT OF BUDGET AND FISCAL SERVICES
KA 'OIHANA MĀLAMA MO'OHELU A KĀLĀ
CITY AND COUNTY OF HONOLULU

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MAYOR
MEIA

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PO'O

CARRIE CASTLE
DEPUTY DIRECTOR
HOPE PO'O

April 9, 2026

The Honorable Tommy Waters
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawai'i 96813

Dear Chair Waters and Councilmembers:

SUBJECT: Resolution 26-36, Proposed FD1
Approving the City's Thirty-Second (32nd) Year Action Plan for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grants (ESG), and Housing Trust Fund (HTF) Programs

This is a follow up to our letter dated February 13, 2026, transmitting for City Council approval, a proposed FD1 to Resolution 26-36, approving the Draft Thirty-Second (32nd) Year Action Plan for submittal to the U.S. Department of Housing and Urban Development (HUD).

The Proposed FD1 makes adjustments to incorporate the actual HUD funding allocations and makes miscellaneous technical and non-substantive amendments. The City was notified of the actual HUD allocations via HUD letter dated April 8, 2026. The table below shows the adjustments made to comply with the various requirements:

Project	Estimate	Actual	Difference
Community Development Block Grant (CDBG)			
DCS - CBDD Program Administration	$ 237,452.00	$ 253,431.00	$ 15,979.00
DCS - TEAM WorkHawaii (Public Service)	$ 656,215.00	$ 668,200.00	$ 11,985.00
City or Non-Profit - Property Acquisition(s) within Honolulu	$ 5,148,460.00	$ 5,200,393.00	$ 51,933.00
		Subtotal	**$ 79,897.00**
HOME Investment Partnerships Program (HOME)			
BFS - Program Administration	$ 26,138.00	$ 22,337.47	$ (3,800.53)
CHDO Project	$ 413,288.00	$ 407,588.00	$ (5,700.00)
		Subtotal	**$ (9,500.53)**
Emergency Solutions Grant (ESG)			
DCS - CBDD Program Administration	$ 104,540.00	$ 103,920.00	$ (620.00)
Residential Youth Services & Empowerment-Emergency Services	$ 164,595.20	$ 156,935.20	$ (7,660.00)
		Subtotal (includes City Match)	**$ (8,280.00)**

Your favorable consideration will be appreciated. If you have any questions, please call me at (808) 768-3901.

Sincerely,

Digitally signed by Kawano, Andy
Date: 2026.04.09 12:32:27 -10'00'

Andrew T. Kawano
Director

Attachments

cc: Department of Community Services

APPROVED:

Michael D. Formby, Managing Director
Office of the Managing Director

HONOLULU CITY COUNCIL

KE KANIHELA O KE KALANA O HONOLULU

CITY AND COUNTY OF HONOLULU

No. **26-36, FD1**
PROPOSED

RESOLUTION

APPROVING THE CITY AND COUNTY OF HONOLULU'S THIRTY-SECOND (32nd) YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS, EMERGENCY SOLUTIONS GRANTS, AND HOUSING TRUST FUND PROGRAMS AND AUTHORIZING ITS SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, Section 1-8.3 of the Revised Ordinances of Honolulu 2021, as amended (ROH), requires prior City Council review and approval of any Action Plan, or amendments thereto, relating to Community Planning and Development (CPD) programs of the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City and County of Honolulu (City) must submit an Action Plan to HUD as a requirement to continue receiving funds under the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grants (ESG), and Housing Trust Fund (HTF) programs; and

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

WHEREAS, a copy of the revised draft Action Plan, which reflects the actual HUD funding allocations and makes miscellaneous technical and non-substantive amendments, is attached hereto; and

WHEREAS, pursuant to 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; now, therefore,

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

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

1. Execute and submit the Action Plan to HUD;

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

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

RESOLUTION

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

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

INTRODUCED BY:

_____

_____

_____

_____

_____

_____

DATE OF INTRODUCTION: _____

_____

_____ _____
Honolulu, Hawai'i Councilmembers

Report Title:
Managing Director, Department of Budget and Fiscal Services and Department of Community Services; Annual Action Plan for HUD funding; CDBG, HOME, ESG, HTF grants.

Description:
This resolution approves the City and County of Honolulu's 32nd Year Action Plan for the Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grants, and Housing Trust Fund Programs, and authorizes its submittal to the U.S. Department of Housing and Urban Development.

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.

DRAFT
THIRTY-SECOND YEAR
ACTION PLAN

Program Year
2026-2027

Prepared By
Department of Budget & Fiscal Services
In Cooperation with
Department of Community Services
City and County of Honolulu
April 2026

Presented By
Rick Blangiardi, Mayor
City and County of Honolulu

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Thirty-Second (32nd) 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 Trust Fund (HTF) 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 (PY) 2026 and Fiscal Year (FY) 2027 reference 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, public consultation meetings with City departments and non-profit agencies, and an on-line survey, as well as collaborations with other agencies. Through the consultation process the City has identified a range of housing and community development needs 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.

Affordable Housing

- Development of new and preservation of existing affordable and special needs rental housing.
- Development of new and preservation of existing affordable rental housing for ELI households.
- Low-interest down payment loans and closing costs to LMI income homebuyers.
- Low-interest rehabilitation or reconstruction loans to LMI 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.
- Rental Assistance.

Homelessness

- Acquisition, construction and renovation of emergency and transitional shelters.
- Acquisition, development or renovation of buildings/housing to support the City's Housing First Initiative.
- Services, such as case management, work readiness, housing placement, and outreach programs to persons/families experiencing homelessness or at risk of homelessness.
- Operating costs to existing transitional housing facilities.
- Homelessness prevention services.

- Rapid re-housing services.
- Rental assistance.

Public Services

- Services to seniors or persons with disabilities to maintain independent living.
- Support services, child development and life skills, and remedial education for adults.
- Services to victims of Domestic Violence (DV).
- Services to benefit LMI persons with literacy, financial literacy, employment training, limited English proficiency (LEP), parenting, family services, transportation, micro-enterprise assistance, legal counseling, fair housing, home counseling, and others.

Public Facilities and Improvements

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

3. Evaluation of past performance

During the past Consolidated Plan period, the City successfully assisted LMI communities and individuals and met or exceeded most of its goals and objectives identified in the 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 LMI households for families, elderly, and those with special needs. Also, the City provided low-interest down payment home loans to first-time homebuyers.

Homelessness: Funding was provided to emergency and transitional shelters that service homeless individuals, families, and persons at-risk. These populations include veterans and youth. Other projects 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 rehabilitation of various parks.

Special Needs (Other than Homeless): The City provided funding for housing assistance and related supportive services for persons with HIV/AIDS and their families.

Community Development (Other than Housing): The City funded projects that provided job training services to LMI households.

4. Summary of Citizen Participation Process and consultation process

A hybrid public hearing was conducted on September 17, 2025, at the Hawaii Housing Finance and Development Corporation (HHFDC) Board Room 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 did not receive any comments.

To obtain further public input, the City will utilize several Honolulu City Council (City Council) and Budget Committee meetings for the AP resolution 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 Consolidated Plan for PY 2026-2030, are available at http://www.honolulu.gov/cdbg. The Notice of Funding Availability (NOFA) documents, along with Project Proposal applications for the CDBG, 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 was published in the Honolulu Star Advertiser on March 26, 2026 inviting the public to review and comment on the Draft 32nd Year AP, which outlines how the City will be implementing the CDBG, HOME, ESG, and HTF programs. A final notice reflecting actual program plans will be published in the Honolulu Star Advertiser upon HUD's approval of the AP.

5. Summary of public comments

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

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
Lead Agency	HONOLULU	
CDBG Administrator	HONOLULU	Office of the Managing Director (MDO)
HOPWA Administrator	HONOLULU	MDO
HOME Administrator	HONOLULU	MDO
ESG Administrator	HONOLULU	MDO
HTF Administrator	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, and ESG 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, and HTF programs.

HHFDC is designated as the HTF program grantee for the State. HTF funds may be used statewide.

Consolidated Plan Public Contact Information

Ms. Holly Kawano
Federal Grants Coordinator
City BFS
925 Dillingham Boulevard, Suite 240
Honolulu, Hawaii 96817
Telephone No: (808) 768-3930, Fax No: (808) 768-3294

Email Address: bfscdbgmail@honolulu.gov

Mr. Anton Krucky
Director
City DCS
222 North School Street
Honolulu, Hawaii 96817
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Email Address: anton.krucky@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 five (5) year period 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 is tasked with providing solutions to end homelessness and strengthen the continuity of efforts to end homelessness across future State of Hawaii administrations.

On May 16, 2022 the HICH adopted a plan consisting of five (5) focus areas and 45 strategies. This plan builds from lessons learned from the implementation from the 2012 Ten-Year Strategic Plan, as well as findings from evaluation of the Ohana Zones pilot program. The focus of the plan is to strengthen Hawaii's system to address homelessness by focusing on implementation drivers to accelerate change and the development of a robust housing-focused system. In addition, the plan emphasizes prevention and diversion strategies to minimize the number of new individuals entering the homeless system, as well as housing-focused strategies, including housing development and scaling of permanent supportive housing and rapid rehousing programs.

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” (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 Continuum of Care (CoC) for homeless persons;
2. Develop a full continuum of services;
3. Ensure that individuals experiencing homelessness 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 the CoC is the 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 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 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 Services - Homeless Services - Employment Service - Fair Housing Services-Persons with HIV/AIDS Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs 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
2	Agency/Group/Organization	City Department of Emergency Management
	Agency/Group/Organization Type	Agency - Emergency Management Other government - County
	What section of the Plan was addressed by Consultation?	Resiliency

	How was the Agency/Group/Organization consulted and 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 Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and 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 (HOU)
	Agency/Group/Organization Type	Housing Services - Housing Services - Homeless Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and 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?	Resiliency
	How was the Agency/Group/Organization consulted and 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	City Office of Economic Revitalization
	Agency/Group/Organization Type	Other government - County Planning organization
	What section of the Plan was addressed by Consultation?	Economic Development

	How was the Agency/Group/Organization consulted and 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	Hawaii Housing Finance Development Corporation
	Agency/Group/Organization Type	Housing Other government - State Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and 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 Public Housing Authority
	Agency/Group/Organization Type	Housing PHA Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted and 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 Broadband Hui
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Broadband
	How was the Agency/Group/Organization consulted and 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	Honolulu City Council
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Public Outreach
	How was the Agency/Group/Organization consulted and 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	City Neighborhood Board Commission (NCO)
	Agency/Group/Organization Type	Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Outreach
	How was the Agency/Group/Organization consulted and 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	Partners in Care – Oahu Continuum of Care (PIC)
	Agency/Group/Organization Type	Services-Homeless CoC
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and 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	State Department of Commerce and Consumer Affairs
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Market Analysis
	How was the Agency/Group/Organization consulted and 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	State Department of Health
	Agency/Group/Organization Type	Other government - State

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-Based Paint Strategy Market Analysis
	How was the Agency/Group/Organization consulted and 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 Nonprofit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and 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	Fuller Lives
	Agency/Group/Organization Type	Services - Persons with Disabilities Nonprofit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and 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?
Continuum of Care	PIC	This plan provides key information regarding the current state of homelessness on Oahu.
Annual Public Housing Agency (PHA) Plan (2024)	HPHA	This plan provides strategic goals and overlaps with community development/ self-sufficiency related-goals.
Hawaii Housing Planning Study (HHPS) 2024	HHFDC	This plan provides key information for affordable housing.
Hawaii Statewide Comprehensive Economic Development Strategy	State Department of Business, Economic Development and Tourism (DBEDT) - Office of Planning	This plan overlaps with NRSA economic development directions.
Homeless Point-In-Time Count Report	PIC	This plan provides key information regarding current state of homelessness in jurisdiction.
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

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

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/cdbg.

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 August 28, 2025 edition of the Honolulu Star Advertiser to advise the public of a hybrid public meeting to be held on September 17, 2025, 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.	Not applicable.	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)
2	Public Meeting	Non-targeted/broad community	A hybrid public meeting was held on September 17, 2025 to solicit public input on the projects applying for funding.	Not applicable.	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.	Not applicable.	Not applicable.	
4	Public Notice	Non-targeted/broad community	A Public Notice was published in the March 26, 2026 edition of the Honolulu Star Advertiser informing the public that copies of the Draft AP were available for review.	Not applicable.	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)
5	Public Meeting	Non-targeted/broad community	Resolution 26-36, approving the City's Draft AP was heard at the Budget Committee meeting on March 31, 2026 and was reported out for adoption by the City Council.	Not applicable.	Not applicable.	

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

The 32nd Year AP for the City represents a blueprint for the planning and application aspects of HUD's CDBG, ESG, HOME and HTF 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 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Housing Public Improvements Public Services	7,962,527.00	1,115,000.00	0.00	9,077,527.00	25,955,473.00	CDBG funds will be utilized for the following activities: Affordable Housing, 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 Admin and Planning Homebuyer assistance Homeowner rehab New construction for ownership TBRA	2,717,250.47	550,000.00	1,097,062.00	4,364,312.47	9,704,250.00	HOME funds will be utilized for the following activities: Development of affordable housing, TBRA, 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 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOPWA	public - federal	Admin and Planning Permanent housing in facilities Permanent housing placement Short term or transitional housing Facilities Short Term Rent, Mortgage and Utilities (STRMU) Supportive services TBRA	0.00	0.00	0.00	0.00	0.00	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Admin and Planning Financial Assistance Overnight shelter Rapid rehousing (rental assistance) Rental Assistance Services Street Outreach	692,800.00	0.00	0.00	692,800.00	2,057,200.00	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.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
General Fund	public - local	Admin and Planning Financial Assistance Overnight shelter Rapid rehousing (rental assistance) Rental Assistance Services Street Outreach	692,800.00	0.00	0.00	692,800.00	2,057,200.00	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.
Housing Trust Fund	public - federal	Acquisition Multifamily rental new construction Multifamily rental rehab	1,425,000.00	0.00	0.00	1,425,000.00	0.00	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 HOME match in the amount of $903,334.40, which will be carried over to PY26.

If appropriate, describe publically 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.

City funds have also been used to acquire various properties for housing. In addition, the City's CDBG and HOME funded affordable housing projects include 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.

Finally, 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 pursuant to CPD Notice 24-01.

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	2025	2029	Affordable Housing	Citywide	Affordable Housing	CDBG: $5,200,393 HOME: $407,588 HTF: $1,350,000	Homeowner Housing Added: 5 Household Housing Unit
2	HO1 - Down Payment Assistance	2025	2029	Affordable Housing	Citywide	Affordable Housing	HOME: $405,000	Direct Financial Assistance to Homebuyers: 10 Households Assisted
5	HP1 - Homeless Services	2025	2029	Homeless	Citywide	Homelessness and Homeless Prevention	CDBG: $1,361,629 ESG: $311,656 General Fund: $262,142	Public service activities other than Low/Moderate Income Housing Benefit: 11,065 Persons Assisted
6	HP2 - Homeless Operations	2025	2029	Homeless	Citywide	Homelessness and Homeless Prevention	ESG: $79,266 General Fund: $40,734	Homeless Person Overnight Shelter: 420 Persons Assisted

7	HP3 - Homeless Prevention Services	2025	2029	Homeless	Citywide	Homelessness and Homeless Prevention	General Fund: $244,623	Public service activities other than Low/Moderate Income Housing Benefit: 156 Persons Assisted
8	HP4 - Re-Housing Services	2025	2029	Homeless	Citywide	Homelessness and Homeless Prevention	ESG: $249,918	Tenant-based rental assistance / Rapid Rehousing: 5 Households Assisted
9	HP5 - Rental Assistance	2025	2029	Homeless	Citywide	Homelessness and Homeless Prevention	HOME: $3,225,000	Tenant-based rental assistance / Rapid Rehousing: 220 Households Assisted
10	PF1 - Public Facilities	2025	2029	Non-Housing Community Development	Citywide	Public Facilities Improvements and Infrastructure	CDBG: $700,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100,000 Persons Assisted

11	AD1 - Administration	2025	2029	Administration	Citywide	Administration, Planning, and Monitoring	CDBG: $1,815,505 HOME: $326,724.47 ESG: $51,960 General Fund: $51,960 HTF: $75,000	

Table 6 – Goals Summary

Goal Descriptions

Goal Name	AH1 - Affordable Housing
Goal Description	Development of new and preservation of existing affordable and special needs rental housing.
Goal Name	HO1 - Down Payment Assistance
Goal Description	Provide low-interest down payment loans and closing costs to LMI homebuyers.
Goal Name	HO2 - Rehabilitation Assistance
Goal Description	Provide low-interest loans to LMI homeowners to correct conditions in deteriorated homes.
Goal Name	RH1 - Rental Housing for LMI Households
Goal Description	LMI families will have increased opportunities to live in affordable rental housing.
Goal Name	RH2 - Rental Housing for ELI Households
Goal Description	ELI families will have increased opportunities to live in affordable rental housing.
Goal Name	SN1 - Special Needs Housing
Goal Description	Persons with special needs will have increased opportunities to live in affordable rental housing.
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.

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.
Goal Name	HP3 - Homeless 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.
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.
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.
Goal Name	PF1 - Public Facilities
Goal Description	Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements.
Goal Name	PF2 - Emergency Facilities
Goal Description	Acquisition of equipment for fire, police, and emergency medical services (EMS) and traffic safety measures in LMI communities.
Goal Name	AD1 - Administration

Goal Description	Administer the CDBG, HOME, ESG, HOPWA, and HTF Programs.

Table 7 – Goal Descriptions

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	CDBG - Project Name
1	BFS – Program Administration and Fiscal Support
2	DCS – CAD Administration
3	DCS – CBDD Administration
4	DCS – Work Readiness Program
5	DCS – TEAM WorkHawaii
6	Department of Parks and Recreation (DPR) – PIP Resilient Surface Replacement
7	City and County of Honolulu/Non-Profit Organization – Property Acquisition(s) within Honolulu
#	CDBG – Alternate Project Name
1	City and County of Honolulu/Non-Profit Organization – Property Acquisition(s) within Honolulu
2	City and County of Honolulu/Non-Profit Organization – Property Acquisition(s) within the Waianae Sustainable Communities Plan (SCP)
3	Honolulu Police Department (HPD) – HPD Headquarters ADA Doors Replacement/Renovation
4	HPD – HPD Headquarters ADA Walkway Renovation
5	Honolulu Fire Department – Fire Protection Equipment

Table 8 – CDBG Project Information

#	HOME - Project Name
1	BFS – Program Administration
2	DCS – CBDD Administration
3	DCS – TBRA Administration
4	DCS – TBRA Program
5	DCS – Down Payment Loan Program
7	CHDO Project
8	Tenant Based Rental Assistance Program
#	HOME – Alternate Project Name
1	DCS – Down Payment Loan Program

Table 9 – HOME Project Information

#	ESG - Project Name
1	DCS – Program Administration
2	Residential Youth Services & Empowerment – Street Outreach
3	Family Promise of Hawaii – Emergency Shelter
4	Child and Family Services – Emergency Shelter
6	Residential Youth Services & Empowerment – Emergency Shelter
7	Family Promise of Hawaii – Homelessness Prevention Program
8	Parents and Children Together – Rapid Re-Housing
9	Partners in Care, Oahu's Continuum of Care (PIC) – HMIS
#	ESG – Alternate Project Name
1	Residential Youth Services & Empowerment – Emergency Shelter
2	Child and Family Services – Emergency Shelter
3	Parents and Children Together – Emergency Shelter
4	IHS, The Institute for Human Services, Inc. – Emergency Shelter
5	IHS, The Institute for Human Services, Inc. – Emergency Shelter
5	Partners in Care, Oahu's Continuum of Care (PIC) – Homeless Prevention
6	Parents and Children Together – Emergency Shelter
7	City & County of Honolulu, Department of Community Services, WorkHawaii Division – Street Outreach
8	City & County of Honolulu, Department of Community Services, WorkHawaii Division – Rapid Re-Housing
9	City & County of Honolulu, Department of Community Services, WorkHawaii Division – Homelessness Prevention Program

Table 10 – ESG Project Information

#	HTF - Project Name
1	DCS – Program Administration
2	Rental Housing Project

Table 11 – HTF 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 and public service projects (City Sponsored Initiatives) and may reserve portions of the funding for delayed projects carried forward from prior-year APs. Proposals from qualified non-profits are solicited annually through a NOFA process for CDBG, 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 ConPlan. 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 non-profit agencies, State of Hawaii agencies, and/or City Staff. City staff will provide oversight of the NOFA process. All eligible CDBG, HOME, ESG, HOPWA, and HTF proposals will be forwarded to the MDO wherein projects are selected for funding.

All funding recommendations are presented to the public for comments 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 other sources, 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 entitlement 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;
- CIP undertaken by the City that: 1) fulfill the CDBG National Objective of principally benefiting low- and moderate-income persons; 2) are identified in the City budget; and 3) require additional funding;

- Property acquisition projects either by the City or by non-profit organizations that fulfill either the CDBG National Objective of principally benefiting low- and moderate-income persons or HOME or HTF program eligibility requirements;
- CIP 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, HOME, or HTF funds can be spent within twelve (12) months upon contract execution. and/or
- Other Projects which have previously completed a Competitive Selection process within the last two (2) years, conducted by the City that meet the eligibility criteria of the Emergency Solutions Grant (ESG) program, and ready to expend ESG funds 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.

AP-38 Project Summary

Project Summary Information

	Project Name	BFS - Program Administration and Fiscal Support
	Target Area	Citywide
	Goals Supported	AD1 - Administration
	Needs Addressed	Administration, Planning and Monitoring
	Funding	CDBG - $1,368,742
	Description	Provision of grant funds for administration and fiscal support of City 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	6/30/2027
	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 650 South King Street, Honolulu, Hawaii 96813

	Planned Activities	Partial Funding for 13 positions = 12 Full Time Equivalent (FTE). Federal Grants Coordinator (1), Planners (11), and an Office Assistant (1). 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 Administration
	Target Area	Citywide
	Goals Supported	AD1 - Administration
	Needs Addressed	Administration, Planning and Monitoring
	Funding	CDBG - $193,332
	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	6/30/2027
	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 Office Assistants (2). Time sheets are submitted to accurately reflect staff time being charged to the program.

	Project Name	DCS – CBDD Administration
	Target Area	Citywide
	Goals Supported	AD1 - Administration
	Needs Addressed	Administration, Planning and Monitoring
	Funding	CDBG - $253,431
	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 and CoC 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	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project is administration only.
	Location Description	222 School Street, Honolulu, Hawaii 96817
	Planned Activities	Partial Funding for 20 positions = 16 FTE. Administrator (1), Planners (16), Standards and Specifications Clerk (1), Office Assistant (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 - $693,429
	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. 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	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 120 persons/families experiencing homelessness will benefit from the activities that will be supported under this project.
	Location Description	680 Iwilei Road, Suite 700, Honolulu Hawaii 96817
	Planned Activities	Approximately 120 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.

	Project Name	DCS – TEAM WorkHawaii
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homelessness Prevention
	Funding	CDBG - $668,200
	Description	Provision of grant funds for employment services, skills development, and wrap-around case management services to support vulnerable populations (i.e. individuals experiencing homelessness, recently released from incarceration, currently incarcerated and pending release, etc.). CDBG funds will be used to manage a direct public services program that provides LMI client referrals for health care services, drug abuse services, education, training, fair housing counseling, and welfare services, eligible under 24 CFR § 570.201(e), and will meet the CDBG national objective described in 24 CFR § 570.208(a)(2)(i)(B), as an activity that require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the LMI limit.
	Target Date of Completion	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 200 LMI individuals will benefit from the activities/services supported under this project.
	Location Description	680 Iwilei Road, Suite 700, Honolulu Hawaii 96817

	Planned Activities	Approximately 200 LMI individuals will be provided services to improve and stabilize their employment, education and housing situations to lead to community reintegration and financial self-sufficiency.

	Project Name	Department of Parks and Recreation – Poured in Place (PIP) Resilient Surface Replacement
	Target Area	Citywide
	Goals Supported	PF1 – Public Improvements
	Needs Addressed	Public Facilities Improvements and Infrastructure
	Funding	CDBG - $700,000
	Description	Provision of grant funds for the replacement of PIP resilient surfaces under existing playgrounds at various eligible parks. The parks normal hours of operation are: Daily, 5 am - 10 pm. This is a new project. CDBG funds will be used for public improvements 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.
	Target Date of Completion	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100,000 residents of LMI neighborhoods will benefit from the replacement of resilient rubber surfaces.
	Location Description	Various parks located in LMI neighborhoods.
	Planned Activities	Replacement of Resilient Playground Surfaces, which includes, but is not limited to: the removal of old and the installation of new resilient surfaces.

	Project Name	City and County of Honolulu / Non-Profit Organizations - Property Acquisition(s) within Honolulu (including CDBG alternate Status for balance of funds)
	Target Area	Urban Honolulu Census Designated Places (CDP)
	Goals Supported	AH1 – Affordable Housing PF1- Public Improvements
	Needs Addressed	Affordable Housing Public Facilities and Infrastructure
	Funding	CDBG: $5,200,393; CDBG Alternate: $2,799,607
	Description	Acquisition of one or more properties, which would provide essential public services, shelter or affordable housing. The Urban Honolulu CDP covers the area from Kahala to Pearl City and is a long-range (20 year) guide for physical development and policy implementation. Provision of grant funds for the acquisition of one or more properties to provide services to the public. CDBG funds will be used to acquire one or more properties, eligible under 24 CFR § 570.201(a), and will meet the CDBG national objective described in 24 CFR § 570.208(a)(2)(i)(B), as an activity which requires information on family size and income so that it is evident that at least 51 percent (51%) of the clientele are LMI persons.
	Target Date of Completion	9/30/2027
	Estimate the number and type of families that will	Acquisition of one or more properties to provide services to clients at or below 80% AMI.

	benefit from the proposed activities	
	Location Description	Urban Honolulu CDP
	Planned Activities	Acquisition of one or more properties to provide services to the public.

	Project Name	City and County of Honolulu / Non-Profit Organizations - Property Acquisition(s) within the Waianae Sustainable Communities Plan (SCP) (CDBG Alternate)
	Target Area	Waianae SCP
	Goals Supported	AH1 – Affordable Housing PF1- Public Improvements
	Needs Addressed	Affordable Housing Public Facilities Improvements and Infrastructure
	Funding	CDBG Alternate - $8,000,000
	Description	Acquisition of one or more properties, which would provide essential public services, shelter or affordable housing. The Waianae SCP covers the area from Nanakuli to Keawaula and is a long-range (20 year) guide for physical development and policy implementation. Provision of grant funds for the acquisition of one or more properties to provide services to the public. CDBG funds will be used to acquire one or more properties, eligible under 24 CFR § 570.201(a), and will meet the CDBG national objective described in 24 CFR § 570.208(a)(2)(i)(B), as an activity which requires information on family size and income so that it is evident that at least 51 percent (51%) of the clientele are LMI persons.
	Target Date of Completion	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Acquisition of one or more properties to provide services to clients at or below 80% AMI.

	Location Description	Waianae SCP
	Planned Activities	Acquisition of one or more properties to provide services to the public.

	Project Name	HPD – HPD Headquarters ADA Doors Replacement/Renovation (CDBG Alternate)
	Target Area	Citywide
	Goals Supported	PF1 – Public Improvements
	Needs Addressed	Public Facilities Improvements and Infrastructure
	Funding	CDBG Alternate - $352,500
	Description	Provision of grant funds for the removal of material and architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at HPD Headquarters. This includes the replacement/installation of ADA-compliant doors at the Records and Identification Division main door and the Firearm Registration main door. The Records and Identification Division's normal hours of operation are: Monday-Friday, 7:45 am – 4:00 pm, excluding holidays. The Firearm Registration office's normal hours of operation are: M/T/Th/F, 8:00 am – 4:00 pm, Wednesday, 8:00 am – 6:30 pm, excluding holidays. CDBG funds will be used for public improvements 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	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100,000 potential users will benefit from the activities that will be supported under this project.
	Location Description	801 South Beretania Street, Honolulu, Hawaii 96813

	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 HPD Headquarters. This includes the replacement/installation of ADA-compliant doors at the Records and Identification Division main door and the Firearm Registration main door.

	Project Name	HPD – HPD Headquarters ADA Walkway (CDBG Alternate)
	Target Area	Citywide
	Goals Supported	PF1 – Public Improvements
	Needs Addressed	Public Facilities Improvements and Infrastructure
	Funding	CDBG Alternate - $40,000
	Description	Provision of grant funds for the removal of material and architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons at HPD Headquarters. This includes improvements to accessible ramps and walkways. CDBG funds will be used for public improvements 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	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100,000 potential users will benefit from the activities that will be supported under this project.
	Location Description	801 South Beretania Street, Honolulu, Hawaii 96813
	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 HPD Headquarters. This includes improvements to accessible ramps and walkways.

	Project Name	Honolulu Fire Department - Fire Protection Equipment (CDBG Alternate)
	Target Area	Citywide
	Goals Supported	PF2 – Emergency Facilities
	Needs Addressed	Public Facilities Improvements and Infrastructure
	Funding	CDBG Alternate - $5,000,000
	Description	Provision of grant funds for the acquisition of fire protection equipment. This is a new project. CDBG funds will be used to acquire fire protection equipment, 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.
	Target Date of Completion	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100,000 residents of LMI neighborhoods will benefit from the acquisition of new fire protection equipment.
	Location Description	Various LMI neighborhoods currently being serviced by the Honolulu Fire Department.
	Planned Activities	Acquisition of fire protection equipment for LMI neighborhoods currently being serviced by the Honolulu Fire Department.

	Project Name	BFS - Program Administration
	Target Area	Citywide
	Goals Supported	AD1 - Administration
	Needs Addressed	Administration, Planning and Monitoring
	Funding	HOME - $22,337.47
	Description	Provision of grant funds for the administration and coordination of the HOME program. This is a continuation project. HOME funds will be utilized to provide administrative costs, eligible under 24 CFR § 92.207(a)(1).
	Target Date of Completion	6/30/2027
	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 an Office Assistant (1). Time sheets are submitted to accurately reflect staff time being charged to the program.

	Project Name	DCS – CBDD Administration
	Target Area	Citywide
	Goals Supported	AD1 - Administration
	Needs Addressed	Administration, Planning and Monitoring
	Funding	HOME - $29,387
	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 and CoC programs. This is a continuation project. HOME funds will be utilized to provide administrative costs, eligible under 24 CFR § 92.207(a)(1).
	Target Date of Completion	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project is administration only.
	Location Description	222 School Street, Honolulu, Hawaii 96817
	Planned Activities	Partial Funding for 3 positions = 2.0 FTE. Planners (3). Time sheets are submitted to accurately reflect staff time being charged to the program.

	Project Name	DCS - TBRA Administration
	Target Area	Citywide
	Goals Supported	AD1 - Administration
	Needs Addressed	Administration, Planning and Monitoring
	Funding	HOME - $275,000
	Description	Provision of grant funds for the administration and coordination of the TBRA program. This is a continuation project. HOME funds will be utilized to provide administrative costs, eligible under 24 CFR § 92.207(a)(1).
	Target Date of Completion	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project is administration only.
	Location Description	680 Iwilei Road, Suite 700, Honolulu Hawaii 96817
	Planned Activities	Partial funding for 8 positions = 3 FTE. Administrator, Community Services Specialists (2), Planner (2), Office Assistant, Accountant and Housing Assistant Specialist. Time sheets are submitted to accurately reflect staff time being charged to the program.

	Project Name	DCS - TBRA Program (WH)
	Target Area	Citywide
	Goals Supported	HP5 – Rental Assistance
	Needs Addressed	Homelessness and Homelessness Prevention
	Funding	HOME - $1,175,000; HOME Program Income - $550,000
	Description	Provision of grant funds to expand rental assistance services to eligible low-income persons. This is a continuation project. HOME funds will be utilized to provide TBRA, including security deposits, eligible under 24 CFR § 92.209.
	Target Date of Completion	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 120 low-income households will benefit from the activities that will be supported under this project.
	Location Description	680 Iwilei Road, Suite 700, Honolulu Hawaii 96817
	Planned Activities	Approximately 120 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 - $405,000; HOME Alternate $250,000
	Description	Provision of grant funds to assist low-income, first-time homebuyers. This is a continuation project. HOME funds will be utilized to provide assistance to home buyers, eligible under 24 CFR § 92.206(c).
	Target Date of Completion	6/30/2027
	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, Hawaiʻi 96813
	Planned Activities	Approximately 10 low-income first-time homebuyers will be provided zero interest down payment loans.

	Project Name	CHDO Project
	Target Area	Primary Urban Center (Honolulu); Waiʻanae Coast; Windward Oʻahu; and Kapolei
	Goals Supported	AH1-Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME - $407,588
	Description	Provision of grant funds for the development of affordable housing. HOME funds will be utilized to develop and support affordable rental housing, through new construction, eligible under 24 CFR § 92.206.
	Target Date of Completion	9/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately one (1) low-income household will benefit from the activities that will be supported under this project.
	Location Description	Primary Urban Center (Honolulu); Waiʻanae Coast; Windward Oʻahu; and/or Kapolei
	Planned Activities	Construction of affordable rental housing units to be occupied by households at or below 60% AMI.

	Project Name	Tenant Based Rental Assistance (CBDD)
	Target Area	Waikiki Region Waianae Region Downtown Region Citywide
	Goals Supported	HP5- Rental Assistance
	Needs Addressed	Homelessness and Homelessness Prevention
	Funding	HOME - $1,500,000
	Description	Provision of grant funds to rental assistance services to eligible low-income persons. The City will procure and execute a contract for services. Rental assistance under this project will not be provided without HUD approved written policies and procedures. HOME funds will not supplant other funding. HOME funds will be utilized to provide TBRA, including security deposits, eligible under 24 CFR § 92.209.
	Target Date of Completion	9/30/2027
	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	222 School Street, Honolulu Hawaii 96817

	Planned Activities	Approximately 100 low-income households will be provided rental assistance.

	Project Name	DCS - Program Administration
	Target Area	Citywide
	Goals Supported	AD1 – Administration
	Needs Addressed	Administration, Planning, and Monitoring
	Funding	ESG and City Funds - $103,920.00 ESG Funds - $51,960.00 City General Funds - $51,960.00
	Description	Grant funds for administrative costs related to the ESG program. ESG and City general funds will be utilized to provide administrative costs, eligible under 24 CFR 576.108. The City recognizes that City general funded administrative work must meet all requirements that apply to ESG funds.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	This project is administration only.
	Location Description	222 North School Street, 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 – Emergency Shelter
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services and HP2 – Homeless Operations
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	City General Funds - $255,483.00
	Description	Grant funds for essential services and operating costs for individuals experiencing homelessness. City General Funds will be utilized to provide essential services and operating costs, eligible under 24 CFR 576.102. The City recognizes that City general funded emergency shelter programs must meet all requirements that apply to ESG funds.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 200 individuals experiencing homelessness will be supported under this project.
	Location Description	245 North Kukui Street, Suite #101, Honolulu, Hawaii 96817
	Planned Activities	Approximately 200 individuals experiencing homelessness will be supported under this project.

	Project Name	Child and Family Services – Emergency Shelter
	Target Area	Citywide
	Goals Supported	HP2 – Homeless Operations
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG and City Funds - $120,000.00 ESG Funds - $79,266.00 City General Funds - $40,734.00
	Description	Grant funds for operating costs for individuals experiencing homelessness. ESG and City General Funds will be utilized to provide shelter operations, eligible under 24 CFR 576.10 The City recognizes that City general funded emergency shelter programs must meet all requirements that apply to ESG funds.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit fro the proposed activities	Approximately 420 individuals experiencing homelessness will be supported under this project.
	Location Description	Confidential
	Planned Activities	Approximately 420 individuals experiencing homelessness will be supported under this project.

	Project Name	Residential Youth Services and Empowerment – Emergency Shelter
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $156,935.20
	Description	Grant funds for essential services costs for individuals experiencing homelessness. ESG Funds will be utilized to provide essential services, eligible under 24 CFR 576.102.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 145 individuals experiencing homelessness will be supported under this project.
	Location Description	42-470 Kalanianaole Highway Building 6, Kailua, Hawaii 96734
	Planned Activities	Approximately 145 individuals experiencing homelessness will be supported under this project.

	Project Name	Residential Youth Services & Empowerment – Street Outreach
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	City Funds - $100,000.00
	Description	Grant funds for a street outreach program to unsheltered individuals and families. City general funds will be utilized to provide street outreach activities, eligible under 24 CFR 576.101. The City recognizes that City general funded street outreach programs must meet all requirements that apply to ESG funds.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 400 unsheltered individuals will be supported under this project.
	Location Description	42-470 Kalanianaole Highway Building 6, Kailua, Hawaii 96734
	Planned Activities	Approximately 400 unsheltered individuals will be supported under this project.

	Project Name	Family Promise of Hawaii – Homelessness Prevention Program
	Target Area	Citywide
	Goals Supported	HP3 – Homeless Prevention Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	City General Funds: $244,623.00
	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. City general funds will be utilized to provide homelessness prevention assistance, eligible under 24 CFR §576.103, 576.105, and 576.106. The City recognizes that City general funded homelessness prevention programs must meet all requirements that apply to ESG funds.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 156 unduplicated individuals at-risk of becoming homeless will be supported under this project.
	Location Description	245 North Kukui Street, Suite #101, Honolulu, Hawaii 96817
	Planned Activities	Approximately 156 unduplicated individuals at-risk of becoming homeless will be supported under this project.

	Project Name	Parents and Children Together – Rapid Re-Housing
	Target Area	Citywide
	Goals Supported	HP4 – Re-Housing Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds: $249,918.00
	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. ESG funds will be utilized to provide rapid re-housing assistance, eligible under 24 CFR §576.104, 576.105, and 576.106.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5 households experiencing homelessness will be supported under this project.
	Location Description	Confidential
	Planned Activities	Approximately 5 households experiencing homelessness will be supported under this project.

	Project Name	Partners In Care, Oahu's Continuum of Care (PIC) - HMIS
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $154,720.80
	Description	Grant funds for the maintenance and management of HMIS. ESG funds will be utilized for the HMIS component, eligible under 24 CFR 576.107.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	This project is data collection only. Approximately 10,000 individuals will have access and be supported by this database.
	Location Description	200 North Vineyard Boulevard, Suite A-210, Honolulu, Hawaii 96817
	Planned Activities	HMIS is designated as the homeless Continuum of Care data collection, management and reporting system and is used to collect and maintain client-level data as well as data on the provision of housing and services in the region. Data is pulled from the system for HUD reporting. Approximately 10,000 individuals will have access and be supported by this database.

	Project Name	Residential Youth Services and Empowerment – Emergency Shelter (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $13,064.80
	Description	Grant funds for essential services costs for individuals experiencing homelessness. ESG Funds will be utilized to provide essential services, eligible under 24 CFR 576.102.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5 individuals experiencing homelessness will be supported under this project.
	Location Description	42-470 Kalaniana‘ole Highway Building 6, Kailua, Hawaii 96734
	Planned Activities	Approximately 5 individuals experiencing homelessness will be supported under this project.

	Project Name	Child and Family Services – Emergency Shelter (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $173,805.00
	Description	Grant funds for essential services for individuals experiencing homelessness. ESG funds will be utilized to provide essential services, eligible under 24 CFR 576.102.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 420 individuals experiencing homelessness will be supported under this project.
	Location Description	Confidential
	Planned Activities	Approximately 420 individuals experiencing homelessness will be supported under this project.

	Project Name	Parents and Children Together – Emergency Shelter (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $247,809.00
	Description	Grant funds for essential services for individuals experiencing homelessness. ESG funds will be utilized to provide essential services, eligible under 24 CFR 576.102.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 unduplicated individuals experiencing homelessness will be supported under this project.
	Location Description	Confidential
	Planned Activities	Approximately 100 unduplicated individuals experiencing homelessness will be supported under this project.

	Project Name	IHS, The Institute for Human Services, Inc. – Emergency Shelter (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP2 – Homeless Operations
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $127,721.60
	Description	Grant funds for operating costs for individuals experiencing homelessness. ESG Funds will be utilized to provide shelter operations, eligible under 24 CFR 576.102.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,265 individuals experiencing homelessness will be supported under this project.
	Location Description	350 Sumner Street, Honolulu, Hawaii 96817 and 546 Kaaahi Street, Honolulu, Hawaii 96817
	Planned Activities	Approximately 1,265 individuals experiencing homelessness will be supported under this project.

	Project Name	IHS, The Institute for Human Services, Inc. – Emergency Shelter (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $181,720.00
	Description	Grant funds for essential services for individuals experiencing homelessness. ESG funds will be utilized to provide essential services, eligible under 24 CFR 576.102.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,265 individuals experiencing homelessness will be supported under this project.
	Location Description	350 Sumner Street, Honolulu, Hawaii 96817 and 546 Kaaahi Street, Honolulu, Hawaii 96817
	Planned Activities	Approximately 1,265 individuals experiencing homelessness will be supported under this project.

	Project Name	Partners In Care, Oahu's Continuum of Care (PIC) – Homelessness Prevention (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP3 – Homeless Prevention Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds: $244,974.60
	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. ESG funds will be utilized to provide homelessness prevention assistance, eligible under 24 CFR §576.103, 576.105, and 576.106.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 28 households at-risk of becoming homeless will be supported under this project.
	Location Description	200 North Vineyard Boulevard, Suite A-210, Honolulu, Hawaii 96817
	Planned Activities	Approximately 28 households at-risk of becoming homeless will be supported under this project.

	Project Name	Parents and Children Together – Emergency Shelter (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP2 – Homeless Operations
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $75,133.00
	Description	Grant funds for emergency shelter renovations for an emergency shelter that houses those experiencing homelessness. ESG funds will be utilized to pay for renovations of emergency shelter, eligible under 24 CFR 576.102.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 unduplicated individuals experiencing homelessness will be supported under this project.
	Location Description	Confidential
	Planned Activities	Approximately 100 unduplicated individuals experiencing homelessness will be supported under this project.

	Project Name	City & County of Honolulu, Department of Community Services, WorkHawaii Division – Street Outreach (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP1 – Homeless Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds - $270,761.40
	Description	Grant funds for a street outreach program to unsheltered individuals and families. ESG funds will be utilized to provide street outreach activities, eligible under 24 CFR 576.101.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 250 unsheltered individuals will be supported under this project.
	Location Description	680 Iwilei Road, Suite 700, Honolulu, Hawaii, 96817
	Planned Activities	Approximately 250 unsheltered individuals will be supported under this project.

	Project Name	City & County of Honolulu, Department of Community Services, WorkHawaii Division – Rapid Re-Housing (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP4 – Re-Housing Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds: $309,441.60
	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. ESG funds will be utilized to provide rapid re-housing assistance, eligible under 24 CFR §576.104, 576.105, and 576.106.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 39 households experiencing homelessness will be supported under this project.
	Location Description	680 Iwilei Road, Suite 700, Honolulu, Hawaii, 96817
	Planned Activities	Approximately 39 households experiencing homelessness will be supported under this project.

	Project Name	City & County of Honolulu, Department of Community Services, WorkHawaii Division – Homelessness Prevention Program (ESG Alternate)
	Target Area	Citywide
	Goals Supported	HP3 – Homeless Prevention Services
	Needs Addressed	Homelessness and Homeless Prevention
	Funding	ESG Funds: $244,974.60
	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. ESG funds will be utilized to provide homelessness prevention assistance, eligible under 24 CFR §576.103, 576.105, and 576.106.
	Target Date of Completion	9/14/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 20 households at-risk of becoming homeless will be supported under this project.
	Location Description	680 Iwilei Road, Suite 700, Honolulu, Hawaii, 96817
	Planned Activities	Approximately 20 households at-risk of becoming homeless will be supported under this project.

	Project Name	DCS - Program Administration
	Target Area	Citywide
	Goals Supported	AD1 – Administration
	Needs Addressed	Administration, Planning, and Monitoring
	Funding	HTF – $75,000
	Description	Provision of funds for administrative support of the HTF program. HTF funds will be utilized to provide payment of reasonable administrative expense, eligible under 24 CFR § 93.200(a)(1).
	Target Date of Completion	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project is administration only.
	Location Description	222 North School Street, Honolulu Hawaii 96817
	Planned Activities	Partial Funding for 2 position = 1 FTE. Planner (2). Time sheets are submitted to accurately reflect staff time being charged to the program.

	Project Name	HTF Rental Housing Project
	Target Area	Primary Urban Center (Honolulu); Waiʻanae Coast; Windward Oʻahu; and/or Kapolei
	Goals Supported	AH1 – Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HTF - $1,350,000
	Description	The City anticipates using its PY2026 HTF funds to provide approximately four (4) rental housing units, serving extremely low-income households with incomes at or below 30% AMI. Once selected, the public will be notified of the City's PY2026 HTF activity in accordance with the Citizen Participation Plan. HTF funds will be utilized to develop one or more housing units in a multi-unit project, eligible under 24 CFR §93.200(c).
	Target Date of Completion	11/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	Approximately four (4) households at or below 30% AMI will benefit from the activities that will be supported under this project.
	Location Description	Primary Urban Center (Honolulu); Waiʻanae Coast; Windward Oʻahu; and/or Kapolei
	Planned Activities	Production or preservation of four (4) affordable rental housing units that will serve households with incomes at or below 30% AMI in Urban Honolulu CDP.

Table 12 – Project Tables

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 (EN) funds in any particular area, however we prioritize projects in LMI areas. Instead, the City uses entitlement funds where its impact will be greatest and where opportunities arise. However, the City aims to reduce homelessness by targeting the Waianae Coast, Downtown Honolulu, and East Honolulu areas.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

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)

Introduction

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	125
Non-Homeless	110
Special-Needs	0
Total	235

Table 14 – One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	225
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	225

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 2021 because it is a complex and pressing issue, and it affects many individuals and families across the island. It is a 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 O'ahu'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 twenty-one percent (21%) of ESG funds for street outreach. Upon receipt of FY27 ESG proposals in response to the FY27 NOFA, the City received two ESG proposals for street outreach and has recommended one project to be awarded ESG FY27 funding.

The City uses additional general 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 continues to fund the operation of 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 24% of its ESG funds for shelter operations and essential services. FY27 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 operate the Hale Mauliola Housing Navigation Center which provides shelter and supportive services to approximately 106 persons. In 2025, the City partnered with the State to open the Iwilei Center, a 100 bed transitional facility to support those experiencing homeless and with mental disorders. This center houses Kumu Ola Hou, a new transitional shelter that prioritizes brain and behavioral health and uses therapeutic activities that are designed to address the recovery from trauma.

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 3-6 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, state and HUD 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 is working with developers to develop affordable housing projects for homeless persons along the Waianae Coast and in urban Honolulu.

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)

The City is not a HOPWA grantee.

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 it 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 21, 2021, Ordinance 21-12, formerly Bill 1 (2021), CD1, FD1, Relating to Grants Incentivizing the Construction of Affordable Rental Housing was signed into law by Mayor Rick Blangiardi. The Ordinance enacted legislation to provide up to $10 million in grants, through May 2024, to eligible developers and property owners as an incentive to build more affordable rental units in the City.

Furthermore, Ordinance 23-12, signed into law on June 1, 2023, delays the automatic repeal of Ordinance 19-8 and adds a date by which the Director of Planning and Permitting is directed to provide an updated report to the City Council with recommendations on whether the program established by Ordinance 19-8 should be repealed, modified, or extended.

Also, Ordinance 24-23 signed into law on August 28, 2024, amends certain financial incentives for affordable rental housing projects in ROH Chapter 32, to encourage and expedite the construction of those projects.

In addition, on January 3, 2025, Ordinance 25-2 was signed into law. This permits multi-family residential use in business zones (B-1 and B-2) within the Primary Urban Center, Ewa, and Central Oahu development plan areas. This ordinance also enables residential lots to host both an Accessory Dwelling Unit and an Ohana unit, provided infrastructure capacity is sufficient to support them.

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.
- TBRA, 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-income 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.

Program Specific Requirements

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

Introduction:

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 Down Payment 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 Down Payment 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) are 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.

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

   Not applicable.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

   Not applicable.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**

   Not applicable.

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 primary mission of PIC's CES is "to match the most vulnerable members of Oahu's homeless community to resources that will effectively end their homelessness." CES aims to build a complete and comprehensive system of care by striving toward the following goals:

   1) CES will collaborate with multiple community stakeholders in order to increase the availability, variety and efficacy of the resources and wraparound services required to successfully house participants.
   2) Assistance with housing resources will be transparent, fair and accessible across CES partner agencies.
   3) The intake, assessment, and referral process will be easily understood, trauma-informed, and will seek to alleviate burden on the household, providing quick and seamless entry into homeless services.
   4) Households will be referred to the most appropriate resource(s) for their unique situation whenever possible and available.
   5) CES will streamline coordination and communication in order to improve resource utilization and prevent duplication of services.
   6) CES will aim to place households as quickly as possible and reduce the average length of homelessness for the most vulnerable members of the homeless population as determined by the CoC.
   7) CES will aim to effectively end the homelessness of our most vulnerable households and reduce rates of recidivism over time by matching them to the most appropriate housing resources.
   8) CES will be data driven and data responsive.

   PIC's updated CoC CES Policies and Procedures are available at: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:5856a791-0cff-4675-aa29-b683fbf07c27.

3. **Identify the process for making sub-awards and describe how the ESG allocation 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 PY26 NOFA.

The BFS Purchasing Division released the NOFA on August 1, 2025. 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) addenda to the NOFA that covered schedule of events and questions and answers.

Seventeen (17) applications were submitted to Purchasing by Wednesday, September 2, 2025, at 10:00 a.m. Hawaii Standard Time.

Recommendations were made by a three-member selection committee of outside industry experts provided by PIC. Staff provided technical and subject matter support to the committee.

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. 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 (ELI) households (at or below 30% AMI), 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 designated neighbor island counties on a rotational basis- selected to administer all or a portion of the State HTF program).

The City, solicits, selects, and awards its HTF allocation to eligible and qualified non-profit and for-profit Recipients as defined in 24 CFR 93.2 who will provide affordable rental housing to ELI households through a NOFA process. Funds may be used for acquisition, new construction, reconstruction or rehabilitation of non-luxury rental housing, to include associated soft costs.

To be eligible for HTF funding, Recipients must make assurances to the City that they will comply with the HTF program requirements, demonstrate the ability and financial capacity to undertake HTF eligible activities, demonstrate its familiarity with other Federal, State, and/or local housing programs, and have experience and capacity to own, construct, manage, and operate 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 agencies 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 ELI 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 § 983.55(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 in accordance with HHFDC's selection criteria 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, to include lead-based paint, asbestos, and radon for existing properties.
6) Maximum Developer fee not to exceed current HHFDC standards if the project receives state funding. If the project does not receive state funding, the following maximum developer fee limits shall apply: Up to 12% on the hard and soft costs for New Construction projects; up to 12% on the hard and soft costs for Rehabilitation; and up to 5% of an acquisition cost.

The City utilizes 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:
1) Scattered sites in the Waikiki, Downtown Honolulu, and Waianae Regions
2) Eligible/ Approved Neighborhood Revitalization Strategy Areas.
3) Qualified CDBG Low/Moderate Income areas

Preference may be provided to the geographic priority areas, but HTF funds may be utilized across the City and County of Honolulu to develop rental units for HTF eligible households.

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.

The City has elevated the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner as selection criteria as well as a characteristic of one of the Minimum Threshold requirements by requiring demonstration of site control as well as developer capacity and experience in implementation of HTF or similar projects.

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.

The City will prioritize funding to projects based on the applicant's ability to provide rents that are affordable to ELI families. Due to the limited amount of HTF funds, applicants should demonstrate leveraged or private funding and/or non-HTF units in order to provide affordable rents during the HTF required affordability period.

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

Projects are required to comply with a minimum thirty (30) year affordability requirement under the HTF. Projects providing an affordability period beyond the 30-year period may receive higher scoring under the City's selection criteria, but the development must provide evidence of long term financial feasibility.

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 HTF Allocation Plan, 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 homelessness initiatives,
2) Acquisition or renovation of buildings to support homeless initiatives, 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." The City will review market assessments submitted by an applicant to confirm the need for extremely low-income units in the project area to ensure that the HTF property will not compete with similar existing affordable housing for lease up.

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." In assessing financial feasibility, the City will review the ability of the applicant to leverage non-federal funding sources in order to provide extremely low-income units for a minimum of thirty years.

1. 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 sections in the housing tables of the Consolidated Plan (SP-45 Goals) and the Annual Plan (AP-20 Annual Goals).

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".

The City has adopted HHFDC's rehabilitation standards, to include the use of the National Standards for the Physical Inspection of Real Estate (NSPIRE). See Attached Rehabilitation Standards included as part of Appendix 4.

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; Capital Needs Assessments (if applicable); and broadband infrastructure (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 funds 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".

N/A

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. Prioritization may be provided to homeless or special needs populations as identified in the City's plans so long as there is not a violation of non-discrimination requirements.

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 rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation 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

EMERGENCY SOLUTIONS GRANTS GUIDEBOOK

City and County of Honolulu
December 2022

PROGRAM STANDARDS
RECORDKEEPING STANDARDS

CITY AND COUNTY OF HONOLULU
EMERGENCY SOLUTIONS GRANTS 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 Grants (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 and the ESG interim rule. Subrecipients may develop additional standards for administering assistance, but they cannot be in conflict with these standards or the ESG interim rule.

- **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 – Oahu Contiuum of 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 participatein 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 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 Veteran Homelessness
- The Leeward Housing Coalition
- PIC 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.

- **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 either 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.

- **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.

- **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.

- **Definition of Homeless and At-Risk of Homelessness**

The definitions and categories of homeless and at-risk of homelessness are attached as Exhibit A-1 and A-2 (24 CFR 576.2).

Subrecipients should refer to Exhibit A-1 and A-2 when determining client eligibility for ESG assistance.

I 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, 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%).

I 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 FY23 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, 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 region wide 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 supported. 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 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%).

V 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);
  - notified in writing that right to occupy current housing will be terminated (eviction) within 21 days after date of application of assistance;;
  - 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.

- The City and its Subrecipients must re-evaluate program participant's needs for homelessness prevention and rapid re-housing assistance per 24 CFR 576-401 (b)(1) not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:
    i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
    ii. The program participant lacks sufficient resources to support networks necessary to retain housing without ESG assistance.

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.

Standards of Rent Reasonableness:

1. Prior to the initial rental assistance, the City and its Subrecipients must determine whether the rent to the owner is a reasonable rent in comparison to rent to other comparable unassisted units per 24 CFR 982.507. To make a determination the City and its Subrecipient must consider:
    i. The location, quality, size, unit type and age of the contracted unit; and
    ii. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
    iii. At least 3 comparable unassisted units must be used as a part of the rent reasonableness determination. The client's case file must include the unit rent and description, a printout of three comparable units' rent, and evidence that these comparison units shared the same features (location, quality, size, amenities, etc.).
        a. If there is a housing shortage, 2 comparable unassisted units could be used to make the rent reasonableness determination.
    iv. Rent Reasonableness comparisons should be obtained by reviewing real estate advertisements and contacts. Public sources of data, rental market studies, rental market surveys and rental databases can also be used to obtain, check, and/or verify comparables.
2. For units within FMR limit, if a rent reasonableness determination supports a lower rent than the advertised rent, then ESG funds may not be used to rent the unit (unless the landlord is willing to lower the rent).
3. If the rent reasonableness determination supports the advertised rent (and is within the FMR limit), rental assistance with ESG funds may be provided for the unit, as long as all other program requirements are met.
4. If the selected unit's rent falls within $50 of the average of the rents of three

comparable units then that would be deemed reasonable.

5. Providers must use Exhibit A-3 to document the rent reasonableness comparable units. Each form must be filled in completely and accurately and must be kept in the client file with the printout of the comparable units. The FMR and Utility/Appliance Allowance Schedules are updated yearly.
6. Providers should review the following HUD resources for more information regarding rent reasonableness:
    a. HUD Webinar: https://www.youtube.com/watch?v=parMn-q4XdI

e. Applicability of VAWA Protection: The core statutory protections of VAWA that prohibits denial or termination of assistance or eviction solely because a participant is a victim of domestic violence, dating violence, sexual assault or stalking. The City and Subrecipient must ensure that each lease executed on or after December 16, 2016 must include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants, the owner or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking), and supplemented by 24 CRF 576.409.

- Here is sample language to include in the ESG Rental Assistance Agreements between the landlord and Subrecipient:

  1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

  2. The Landlord may not consider criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

  3. The Landlord must permit the tenant to terminate the lease without penalty if the ESG CARES Subrecipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).

- Exhibit A-4 is a sample addendum to include in lease agreements for Homeless Prevention and Rapid Re-Housing clients and their landlords.

f. 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.

g. 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, if that person is not already in the system.

(1) The City and its Subrecipients must re-evaluate program participant's needs for homelessness prevention and rapid re-housing assistance per 24 CFR 576-401 (b)(1) not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing

assistance.. At a minimum, each re-evaluation of eligibility must establish that:

i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and

ii. The program participant lacks sufficient resources to support networks necessary to retain housing without ESG assistance.

b. Priorities for Assistance. The City does not have any priorities for rapid re-housing assistance. 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. 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.

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. Standards of Rent Reasonableness:

1. Prior to the initial rental assistance, the City and its Subrecipients must determine whether the rent to the owner is a reasonable rent in comparison to rent to other comparable unassisted units per 24 CFR 982.507. To make a determination the City and its Subrecipient must consider:

i. The location, quality, size, unit type and age of the contracted unit; and

ii. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

iii. At least 3 comparable unassisted units must be used as a part of the rent reasonableness determination. The client's case file must include the unit rent and description, a printout of three comparable units' rent, and evidence that these comparison units shared the same features (location, quality, size, amenities, etc.).

   a. If there is a housing shortage, 2 comparable unassisted units could be used to make the rent reasonableness determination.

iv. Rent Reasonableness comparisons should be obtained by reviewing real estate advertisements and contacts. Public sources of data, rental market studies, rental market surveys and rental databases can also be used to obtain, check, and/or verify comparables.

2. For units within FMR limit, if a rent reasonableness determination supports a lower rent than the advertised rent, then ESG funds may not be used to rent the unit (unless the landlord is willing to lower the rent).
3. If the rent reasonableness determination supports the advertised rent (and is within the FMR limit), rental assistance with ESG funds may be provided for the unit, as long as all other program requirements are met.
4. If the selected unit's rent falls within $50 of the average of the rents of three comparable units then that would be deemed reasonable.
5. Providers must use Exhibit A-3 to document the rent reasonableness comparable units. Each form must be filled in completely and accurately and must be kept in the client file with the printout of the comparable units. The FMR and Utility/Appliance Allowance Schedules are updated yearly.
6. Providers should review the following HUD resources for more information regarding rent reasonableness:

   a. HUD WEBINAR: https://www.youtube.com/watch?v=parMn-q4Xdl

f. Applicability of VAWA Protection: The core statutory protections of VAWA that prohibits denial or termination of assistance or eviction solely because a participant is a victim of domestic violence, dating violence, sexual assault or stalking. The City and Subrecipient must ensure that each lease executed on or after December 16, 2016 must include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants, the owner or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking), and supplemented by 24 CRF 576.409.

- Here is sample language to include in the ESG Rental Assistance Agreements between the landlord and Subrecipient:

1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

3. The Landlord must permit the tenant to terminate the lease without penalty if the ESG CARES Subrecipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).

- Exhibit A-4 is a sample addendum to include in lease agreements for Homelessness Prevention and Rapid Re-Housing clients.

g. 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.

a. 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%).

VI. Emergency Solutions Grants Coronavirus Aid, Relief and Economic Security Act Funds (ESG-CV)

The City has received additional Emergency Solutions Grants funds via the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, ("ESG-CV"). ESG-CV funds are intended to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families experiencing homelessness or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

The City will utilize applicable waivers, flexibilities, and alternative requirements in order to expedite program implementation and provide the maximum benefits to program participants in order to prevent, prepare for, and respond to COVID-19 among individuals and families experiencing homelessness or receiving homeless assistance.

Unless an applicable waiver, flexibility, or alternative requirement applies, or unless the City has established alternative standards or procedures as discussed below, ESG-CV funded programs will follow the policies, procedures, and record keeping standards set forth in this guidebook.

The following is not an exhaustive list of available waivers, flexibilities, and/or alternative requirements.

The City reserves the right to utilize an available waiver, flexibility, and/or alternative requirement not listed if a need arises that justifies its use to prevent, prepare for, and respond to COVID-19 among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homeless prevention activities to mitigate impacts of COVID-19. See e.g. https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf.

a. General Waivers, Flexibilities, and Alternative Requirements

(1) As a deviation from the City's normal Action Plan process, as allowed by the CARES Act and the U.S. Department of Housing and Urban Development CPD 20-08 notice and waivers, the City omits the citizen participation and consultation requirements for substantial amendments and new consolidated plan submissions. In addition, in accordance with the waiver, the City's plan for ESG funding allocated via the CARES Act will be posted on the City's website at http://www.honolulu.gov.dcs.

(2) Procurement: As provided by the CARES Act, the City may deviate from applicable procurement standards provided the City establishes alternative written procurement standards to safeguard against fraud, waste, and abuse. The City will be utilizing the City and County of Honolulu's established alternative written procurement standard for any organization contracted to carry out the responsibilities of this program.

(3) At-Risk of homelessness: The definition has been amended to limit participation to very low-income clients. The CARES act raised the income limit of the "at risk of homelessness" definition from 30 percent of area median income to the Very Low-Income limit of the area.

(4) Administrative Costs: As permitted by the CARES act, the City may use up to 10 percent of its total ESG-CV grant for administrative costs. The City will also be utilizing up to 10% of its ESG-CV grant for administrative costs. The City will be awarding a portion of its administrative allocation to its sub-recipients and/or contractors for administrative activities performed.

b. Re-Evaluation of Participant Eligibility

(1) The City and its Subrecipients must re-evaluate program participant's needs for homelessness prevention and rapid re-housing assistance per 24 CFR 576-401 (b)(1) at least once every 6 months for program participants receiving homelessness prevention and at least once annually for program participants receiving rapid re-housing support. At a minimum, each re-evaluation of eligibility must establish that:

- The program participant does not have an annual income that exceeds the Very Low-Income limit for the area, as determined by HUD's Section 8 and Public Housing programs; and
- The program participant lacks sufficient resources to support networks necessary to retain housing without ESG-CV assistance.

c. Street Outreach:

(1) Expanded hygiene services: Alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used for installing and maintaining hand washing stations and bathrooms (e.g., porta potties) in outdoor locations for people experiencing unsheltered homelessness.

(2) The cap established in 576.100(b) does not apply.

d. Emergency Shelter:

(1)The City may use ESG-CV to pay for temporary emergency shelters for households experiencing homelessness. Eligible costs include:

- Leasing, acquisition, and renovations of real property or temporary structures to be used as temporary shelters
- Operating and maintenance costs

- Services such as housing search and counseling
- Other shelter costs pre-approved by HUD in writing

(2) Habitability standards: Emergency shelters will not be subject to the habitability standards or the environmental review requirements that otherwise apply to the use of ESG funds if the shelters have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus.

(3)The cap established in 576.100(b) does not apply.

e. Homeless Prevention:

(1) Rental Assistance Limitations: The requirement that prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, is waived so long as the rent complies with HUD's standards of rent reasonableness.

(2) Housing Stabilization and/or Relocation Services – Limitations: The limitations on eligible activities are waived and alternative requirements are established to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness, as long as the landlord incentives set forth below does not exceed three times the rent charged for the unit. Eligible landlord incentive costs include:

- Signing bonuses equal to up to 2 months of rent;
- Security deposits equal to up to 3 months of rent;
- Paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit; and
- Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.

(3) Housing stability case management: The requirement that program participants must receive case management services is waived. Program participants will not be required to receive supportive services such as case management as a condition to receive the benefits of this program. Case management and other supportive services will be offered and readily available to all participants.

(4) Provision of Supportive Services: Individuals and families must not be required to receive treatment or perform any other prerequisite activities as a condition of receiving assistance provided by ESG-CV funds. As such, program participants will not be required to receive

supportive services as a condition to receive the benefits of this program. Supportive services will be offered and readily available to all participants.

f. Rapid Re-Housing:

(1) Rapid Re-housing initiative: The influx of resources provides a one-time opportunity for Honolulu to drastically impact the levels of homelessness being experienced in the City. Scaling housing interventions will be required. In order to develop and execute a consistent program model, engage community-based housing partners and operate consistently and with professional capacity, the City will fund one lead agency (Subrecipient) to coordinate and manage this effort. The initiative is intended to provide Rapid Rehousing services medium term rental assistance.

- **Lead Agency** – The City will be selecting the lead agency as a Subrecipient that will manage the implementation of a citywide rapid re-housing (RRH) project for households experiencing homelessness. The lead agency will be responsible for contracting with homeless service providers (sub-Subrecipient) selected by the City.

- **Contractor**: The City will be contracting with an organization to:
  - Implement this large-scale landlord engagement strategy including unit acquisition
  - Make payments on participants behalf (e.g. rent, utilities, security deposits)

(2) Rental Assistance Limitations: The requirement that prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, is waived so long as the rent complies with HUD's standards of reasonableness.

Program participants can only receive up to the maximum amount of rental assistance allowed by CPD-20-08—12 months, unless the maximum amount or length of rental assistance is modified by HUD in the future.

(3) Participant's Contribution. Eligible ESG-CV Rapid Re-Housing participants will not be required to contribute to rent for the period the participants receive rental assistance. *(note: the eligibility is laid out on page 12 of written standards).* The City's contractor will pay 100 percent of the reasonable rent for eligible program participants for the period the participants receive rental assistance. The City's contractor will pay 100 percent of utility costs for program participants, up to and not exceeding the 2021 utility allowance schedule. Any utility costs

that exceeds the utility allowance schedule will be the responsibility of the participant. Utility payments will be universally and consistently applied to participants.

(4) Priorities for Assistance. The priorities for ESG-CV Rapid Rehousing assistance will be for households identified through the coordinated entry system (CES) with a Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) score of 4-10 for individuals and 4-8 for families.

(5) Housing Stabilization and/or Relocation Services – Limitations: The limitations on eligible activities are waived and alternative requirements are established to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness, as long as the landlord incentives set forth below does not exceed three times the rent charged for the unit. Eligible landlord incentive costs include:

- Signing bonuses equal to up to 2 months of rent;
- Security deposits equal to up to 3 months of rent;
- Paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit; and
- Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.

(6) Housing stability case management: The requirement that program participants must receive case management services is waived. Program participants will not be required to receive supportive services such as case management as a condition to receive the benefits of this program. Case management and other supportive services will be offered and readily available to all participants.

(7) Provision of Supportive Services: Individuals and families must not be required to receive treatment or perform any other prerequisite activities as a condition of receiving assistance provided by ESG-CV funds. As such, program participants will not be required to receive supportive services as a condition to receive the benefits of this program. Supportive services will be offered and readily available to all participants.

Homeless Definition

CRITERIA FOR DEFINING HOMELESSNESS	**Category 1**	Literally Homeless	(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (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 (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: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (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: (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and (iv) Can be expected to continue in such status for an extended period of time due 1:o special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing

At Risk of Homelessness

CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS	**Category 1**	Individuals and Families	An individual or family who: (i)Has an annual income below 30% of median family income for the area; AND **(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** (iii) Meets one of the following conditions: (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR (B)Is living in the home of another because of economic hardship; OR (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 (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 (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 (F) Is exiting a publicly funded institution or system of care; OR (G) Otherwise lives in housing that has characteristics associated with instabilfty 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.

Emergency Solutions Grant Program

Fair Market Rent and Reasonableness Calculation Sheet

NOTE: FY FMR changes in October and Utility rates change in January. Effective: Oct 2022 – Dec 2022

The ESG program Interim Rule allows short- and medium-term rental assistance to be provided to eligible program participants only when the gross rent (including utilities) for the housing unit:

1. **Does not exceed the Fair Market Rent (FMR) (Urban Honolulu, HI)** established by HUD for each geographic area, as provided under 24 CFR 888 and 24 CFR 982.503; **and**
2. **Complies with HUD's standard of rent reasonableness**, as established under 24 CFR 982.507.2 This requirement is in the ESG program Interim Rule at 24 CFR 576.106(d).

Final FY2023 Hawaii FMR Metropolitan Area Summary						
Metropolitan Area Name	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom	FMR Percentile
Kahului-Wailuku-Lahaina, HI MSA	$1,532	$1,606	$1,986	$2,731	$2,944	40
Urban Honolulu, HI MSA	$1,563	$1,716	$2,247	$3,193	$3,827	40

Verifying Rent Reasonableness:

1. Find the address of another **unassisted** (market, not federally subsidized) unit in the neighborhood that is similar to the unit you have chosen. It MUST be the same type of unit and have the same number of bedrooms.

   To make this determination, the comparable units must be unassisted, and comparable to the contract unit in location, quality, size, unit type, and age of the unit; and any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
2. The rent must be the same or more than the rent for the unit you have selected.
3. Some ideas for places to look for comparable units include the local paper, real estate ads, and the internet.

Documents to be included in the client file:

1. ☐ The completed Rent Reasonableness Calculation sheet.
2. ☐ Copies of the ads in the newspapers and/or online copies documenting reasonableness.
3. ☐ Signed documentation stating clients received
   a. ☐ "Protect Your Family from Lead in Your Home" pamphlet
   b. ☐ "Disclosure of information on Lead-Based Paint Hazards"

RENT REASONABLENESS CALCULATION SHEET (Part A)

	SELECTED Unit	Unit #1	UNIT #2	UNIT #3
ADDRESS OF UNIT:				
TYPE OF UNIT/CONSTRUCTION (CIRCLE APPLICABLE TYPE)	LOW RISE (APT. 1-4 FLOORS) HIGH RISE (APT. 5+FLOORS) DUPLEX TOWNHOUSE SINGLE FAMILY	LOW RISE (APT. 1-4 FLOORS) HIGH RISE (APT. 5+FLOORS) DUPLEX TOWNHOUSE SINGLE FAMILY	LOW RISE (APT. 1-4 FLOORS) HIGH RISE (APT. 5+FLOORS) DUPLEX TOWNHOUSE SINGLE FAMILY	LOW RISE (APT. 1-4 FLOORS) HIGH RISE (APT. 5+FLOORS) DUPLEX TOWNHOUSE SINGLE FAMILY
NO. OF BEDROOMS:				
SQUARE FOOTAGE:				
GENERAL HOUSING CONDITION:	EXCELLENT VERY GOOD GOOD AVERAGE POOR	EXCELLENT VERY GOOD GOOD AVERAGE POOR	EXCELLENT VERY GOOD GOOD AVERAGE POOR	EXCELLENT VERY GOOD GOOD AVERAGE POOR
AMENITIES: CIRCLE ALL THAT APPLY	AIR CONDITIONER GARBAGE DISPOSAL DISHWASHER WASHER/DRYER PARKING NO. OF STALLS: _____	AIR CONDITIONER GARBAGE DISPOSAL DISHWASHER WASHER/DRYER PARKING NO. OF STALLS: _____	AIR CONDITIONER GARBAGE DISPOSAL DISHWASHER WASHER/DRYER PARKING NO. OF STALLS: _____	AIR CONDITIONER GARBAGE DISPOSAL DISHWASHER WASHER/DRYER PARKING NO. OF STALLS: _____
APPROX. YEAR BUILT:				
IF BUILT PRIOR TO 1978, WAS LEAD BASED PAINT NOTICE PROVIDED (Y/N)	YES / NO	YES / NO	YES / NO	YES / NO
UTILITIES INCLUDED IN RENT (CIRCLE YES OR NO. IF YES, CIRCLE APPLICABLE TYPE)	YES (CIRCLE ALL APPLICABLE) ELECTRIC GAS WATER SEWER TRASH REMOVAL OTHER: _____ OR NONE	YES (CIRCLE APPLICABLE TYPE) ELECTRIC GAS WATER SEWER TRASH REMOVAL OTHER: _____ OR NONE	YES (CIRCLE APPLICABLE TYPE) ELECTRIC GAS WATER SEWER TRASH REMOVAL OTHER: _____ OR NONE	YES (CIRCLE APPLICABLE TYPE) ELECTRIC GAS WATER SEWER TRASH REMOVAL OTHER: _____ OR NONE

EXHIBIT A-3

RENT REASONABLENESS CALCULATION SHEET (Part B)

	SELECTED Unit	Unit #1	Unit #2	Unit #3
A. Unit Rent	$ _____ /MONTH	$ _____ /MONTH	$ _____ /MONTH	$ _____ /MONTH
B. Utility Allowance (Utilities Paid by Renter) *See "Utility /Appliance Allowance Schedule" to complete this section. (Pages 4 & 5)	COOKING ELECTRIC: _____ GAS: _____ OTHER ELECTRIC: _____ WATER HEATING ELECTRIC: _____ GAS: _____ WATER: _____ SEWER: _____ APPLIANCE – ALL UNIT RANGE/MICROWAVE: _____ REFRIGERATOR: _____	COOKING ELECTRIC: _____ GAS: _____ OTHER ELECTRIC: _____ WATER HEATING ELECTRIC: _____ GAS: _____ WATER: _____ SEWER: _____ APPLIANCE – ALL UNIT RANGE/MICROWAVE: _____ REFRIGERATOR: _____	COOKING ELECTRIC: _____ GAS: _____ OTHER ELECTRIC: _____ WATER HEATING ELECTRIC: _____ GAS: _____ WATER: _____ SEWER: _____ APPLIANCE – ALL UNIT RANGE/MICROWAVE: _____ REFRIGERATOR: _____	COOKING ELECTRIC: _____ GAS: _____ OTHER ELECTRIC: _____ WATER HEATING ELECTRIC: _____ GAS: _____ WATER: _____ SEWER: _____ APPLIANCE – ALL UNIT RANGE/MICROWAVE: _____ REFRIGERATOR: _____
C. Utility Allowance Total	$ _____ /MONTH	$ _____ /MONTH	$ _____ /MONTH	$ _____ /MONTH
D. Gross Rent[1]	$ _____ /MONTH	$ _____ /MONTH	$ _____ /MONTH	$ _____ /MONTH

CERTIFICATION:

1. COMPLIANCE WITH HUD FAIR MARKET RATE (FMR) LIMITS

FINAL FY 2023 FMR (Based on No. of Bedrooms)	$
SELECTED UNIT RENT (A)	$
UTILITY ALLOWANCE TOTAL (C)	$
TOTAL	$

IS THE SELECTED GROSS RENT WITHIN THE FAIR MARKET RENT LIMIT? ☐ Yes ☐ No

2. COMPLIANCE WITH HUD RENT REASONABLENESS STANDARD

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit is:

☐ *Reasonable* ☐ *Not Reasonable*

NAME:	AGENCY:	TITLE:
SIGNATURE:		DATE:

[1] Gross rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located (24 CFR 576.106(d)(2)).

UTILITY/APPLIANCE ALLOWANCE SCHEDULE (PART B)

(Utilities Paid by Renter)

Note: Please use the following tables to complete Part B "Rent Reasonableness Calculation" sheet, section B, page 3.

SINGLE FAMILY		Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Cooking	Natural Gas	12	14	21	27	33	40
	Bottle Gas						
	Oil/Electric	19	23	34	44	54	65
	Coal/Other						
Other Electric		107	126	176	226	277	327
Water Heating	Natural Gas	30	35	51	67	83	99
	Bottle Gas						
	Oil/Electric	52	62	79	96	113	130
	Coal/Other						
Water		35	56	67	78	95	106
Sewer		88	90	109	138	166	195
Range/Microwave		34	34	34	34	34	34
Refrigerator		30	30	30	30	30	30

DPX/TH		Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Cooking	Natural Gas	12	14	21	27	33	40
	Bottle Gas						
	Oil/Electric	19	23	33	44	54	65
	Coal/Other						
Other Electric		92	108	151	194	237	281
Water Heating	Natural Gas	30	35	51	67	83	99
	Bottle Gas						
	Oil/Electric	51	61	79	96	113	130
	Coal/Other						
Water		21	25	41	52	70	82
Sewer		88	90	109	138	166	195
Range/Microwave		34	34	34	34	34	34
Refrigerator		30	30	30	30	30	30

LOW RISE		Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Cooking	Natural Gas	12	14	21	27	33	40
	Bottle Gas						
	Oil/Electric	19	23	33	44	54	65
	Coal/Other						
Other Electric		89	105	146	187	229	271
Water Heating	Natural Gas	30	35	51	67	83	99
	Bottle Gas						
	Oil/Electric	51	61	79	96	113	130
	Coal/Other						
Water		21	25	41	52	70	82
Sewer		88	90	109	138	166	195
Range/Microwave		34	34	34	34	34	34
Refrigerator		30	30	30	30	30	30

HIGH RISE		Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Cooking	Natural Gas	12	14	21	27	33	40
	Bottle Gas						
	Oil/Electric	19	23	33	44	54	65
	Coal/Other						
Other Electric		73	86	119	153	187	221
Water Heating	Natural Gas	24	28	41	54	66	79
	Bottle Gas						
	Oil/Electric	41	48	63	77	91	104
	Coal/Other						
Water		21	25	41	52	70	82
Sewer		88	90	109	138	166	195
Range/Microwave		34	34	34	34	34	34
Refrigerator		30	30	30	30	30	30

EXHIBIT A-3

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____
Tenant Date

_____ _____
Landlord Date

APPENDIX 2

HOME DOWN PAYMENT LOAN PROGRAM PROCEDURES

HOME DOWN PAYMENT LOAN (DPL) PROGRAM
Standard Operating Procedures
(Revised 2/5/21)

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 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 Specialist 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)

A. The Loan Specialist will fill out **HUD Environmental Review (ER) Form (HUD Environmental Review Categorically Exclusions NOT Subject to 58.5 Activities)**. The ER 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.

B. After DCS Director's DPL approval, the Loan Branch Chief or Loan Specialist will scan and submit ER 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 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 ER;

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 ER for review 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 ER;

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

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 DCS Fiscal Officer with:

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

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 to the Escrow Company as instructed. For rush check delivery, Loan Branch Chief will email **DCS Memo Request to Pick Up Check for BFS approval of designated DCS personnel** to BFS Treasury Cash Management. BFS Treasury Cash Management will notify designated DCS personnel when check is ready for pick up and deliver check to the Loan Branch. Loan Specialist or Loan Branch Chief will hand carry DPL check to Escrow Company when all DPL funding conditions have been met.

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 Recapture Agreement
- HUD-1 Closing Statements

E. Loan Specialist will forward a copy of the HUD-1 Closing Statement and the client's **HUD Homebuyer Setup and Completion Form** to BFS Federal Grants with cc notification to Community Assistance Division Administrator and Rehab Loan Branch Chief.

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 Recapture 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, , Hawaii 96	DOCUMENT NO. TRANSFER CERTIFICATE OF TITLE NO: 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 **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, , Hawaii 96	DOCUMENT NO. TRANSFER CERTIFICATE OF TITLE NO: Land Court ( ) Regular ( ) Double ( )

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

DRAFT

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:

DRAFT

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

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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

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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,

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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).

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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

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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

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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

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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

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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]

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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

_____

_____

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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

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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

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EXHIBIT A

Legal Description

(must be attached prior to recordation)

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APPENDIX 4

HOUSING TRUST FUND ALLOCATION PLAN

CITY AND COUNTY OF HONOLULU
NATIONAL HOUSING TRUST FUND PROGRAM
ALLOCATION PLAN

I. INTRODUCTION

The National Housing Trust Fund (HTF) program 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 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, respectively), 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 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% of the area median income), including homeless families.

III. DISTRIBUTION OF FUNDS

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

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

B. The balance of the HTF annual allocation is split 50/50 between the City and a rotation of neighboring counties. No more than 5% of the allocation received by the City will be utilized for administrative and planning expenses to administer the HTF program. The City may allocate a portion of its HTF project allocation for monitoring fees and other due diligence costs incurred in awarding HTF funds to a project.

C. The HTF program requires HHFDC to commit funds within 24 months of HUD's execution of the HTF grant agreement. The City must commit funds by the commitment date established in its Subgrantee agreement with HHFDC. Should a Subgrantee be unable to identify an eligible HTF project(s) within a specified timeframe, HHFDC, in its sole discretion, may

seek alternate activities from the remaining Subgrantees.

D. The HHFDC anticipates receiving $3,000,000 in HTF funds for the Program Year 2026 – 2027, to be distributed as follows:

Program Year 2026 – 2027				
Fund Type	**City and County of Honolulu**	**County of Maui**	**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 (ELI) households at or below 30% area median income. HTF funds may be used for the production, preservation, and rehabilitation of affordable rental housing through the acquisition, new construction, reconstruction, or rehabilitation of nonluxury 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.

V. ELIGIBLE RECIPIENTS

The City will award HTF funds to eligible and qualified agencies who will provide affordable rental housing to extremely low-income households, including a public housing agency, not for profit, or for-profit entity. The Notice of Funding Availability (NOFA) for HTF funds will give 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

Given the ELI households to be served with HTF funds, assistance is typically provided as a zero or low interest loan in order to support long term affordability of the project.

VII. AFFORDABILITY PERIOD

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

VIII. APPLICATION AND AWARD PROCESS

Subject to the availability of funds, the City will annually solicit proposals from qualified agencies 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. Contain performance goals and bench marks, 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 establish that Minimum Threshold requirements can be met;

L. For projects involving new construction of rental housing, explain how the proposed project site (a) provides housing that furthers compliance with civil rights laws, and that promotes greater choice of housing opportunities, and (b) meet the site and neighborhood standards requirements in 24 CFR 983.55(e)(2);

M. Contain a certification that housing units assisted with HTF will comply with all HTF requirements.

IX. MINIMUM THRESHOLDS

Applicants <u>must meet all</u> of the following Minimum Threshold requirements as required by HHFDC to be eligible for an award of HTF funds.

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

A. 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 market data to determine that there is current demand for the type and number of housing units being developed.

B. 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.

C. Capital Needs Assessment (For projects acquiring an existing multi-family property of 26 or more unit.)

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 during the affordability period.

D. Debt Service Ratio

1. 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.

2. Projects with <u>no</u> hard debt service requirements:

   - The project is <u>required</u> to evidence positive Net Operating Income throughout the 30-year proforma period.

3. Hard Debt Service:

- 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.

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

4. 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 reviewed and analyzed in accordance with the underwriting and subsidy layering requirements set forth in 24 CFR § 93.300(b). The review includes, but is not limited to:

a. 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

b. 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.

Applicants are required to use the following parameters and assumptions in the preparation of the project proforma:

- 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.

- Annual Income Inflation Rate of 2.0% and Annual Expenses Inflation Rate of 2.0% for the remaining term of affordability.

- Vacancy Rate of no less than 5.0%.

- Annual Replacement Reserve Allocation of no less than $300 per unit per year.

5. 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 I Environmental Assessment should address lead based paint, radon, and asbestos.

6. Developer Fee

If the project receives state funding, the City will defer to the applicable HHFDC standard for maximum developer fees. In the absence of outside funding, the following maximum developer fee limits will apply unless unique project circumstances justify an alternative:

a. New Construction – Up to 12% on the hard and soft costs of construction
b. Rehabilitation – Up 12% on the hard and soft costs of rehabilitation
c. Acquisition – Up to 5% of the acquisition costs

X. SELECTION CRITERIA

The following selection criteria provided by HHFDC shall be used in the evaluation of HTF Applications:

A. Timeliness and Readiness to Proceed (Max. 30 pts.) – 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 pts.) - 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 needs of the City where the project is located such as access to transit or employment centers, housing that includes green buildings and sustainable development features or housing that services special needs populations.

C. Developer Experience and Financial Capacity (Max. 25 pts.) - 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 pts.) – 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.

E. Use of Non-Federal Funding Sources (Max. 10 pts.) – 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/ Action Plan by the Honolulu City Council, HHFDC and/or HUD, as applicable.

XI. PERFORMANCE GOALS AND BENCHMARKS

The City anticipates receiving $1,425,000 annually from HHFDC beginning with the 2026-27 program year. In accordance with HHFDC's Allocation Plan, the City will allocate approximately five percent (5%) ($75,000) of its grant to program planning and administrative costs, with the balance of the grant funds ($1,350,000) being made available to eligible and qualified 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) HTF restricted units annually.

XII. OTHER HTF REQUIREMENTS

A. Rehabilitation Standards

Rehabilitation of multi-family projects that utilize HTF funds must comply with all applicable federal, state and local codes, ordinances, and requirements; City HTF rehabilitation standards, and the requirements of 24 CFR 93.301(b). At a minimum, the following property standards and requirements shall apply:

1. Health and Safety – If the housing is occupied at the time of initial inspection, all Life-Threatening deficiencies must be identified and

addressed immediately. See APPENDIX A which identifies all life-threatening deficiencies for the property site, building exterior, building systems, common areas and unit components

2. 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; and heating, ventilation, and air conditioning. If the useful life of one or more major systems 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

3. Lead Safe Housing Rule – All HTF-funded rehabilitation must meet the requirements of the Lead Safe Housing Rule at 24 CFR Part 35.

4. 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.)

5. 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.

6. 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.

   City’s housing codes, which are published in the Revised Ordinances of Honolulu 2021 as amended (ROH) are available on the City’s website as follows https://www.honolulu.gov/ocs/revised-ordinances-of-honolulu/:

7. National Standards for the Physical Inspection of Real Estate (NSPIRE) – Upon completion, the project and units must be decent, safe, sanitary, and in good repairs as described in 24 CFR 5.703. APPENDIX A identifies the type and degree of deficiencies that shall be addressed.

B. 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. Current income limits for are as follows (effective 6/1/25):

Household Size	Annual Income
1	$31,950
2	$36,500
3	$41,050
4	$45,600
5	$49,250
6	$52,900
7	$56,550
8	$62,300

Current income limits as provided by HUD will be utilized at the time of project award. Annual income for a tenant must be calculated as outlined at 24 CFR 5.609.

C. Rent Limits

Projects are also restricted by the amount of rent that can be charged for HTF-assisted units. The current rent limits are as follows (effective 6/1/25):

Bedrooms	Monthly Rent
0	$798
1	$855
2	$1026
3	$1185
4	$1322
5	$1478
6	$1,715

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. Current rent limits as provided by HUD will be utilized at the time of project award.

D. Maximum Per-Unit Development Subsidy Limits

Each year, the HHFDC establishes 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 Total Development Cost Limits (TDCs) for elevator structures, as annually established by HUD have been adopted for the HTF program. The limits in effect at the time of HTF fund commitment will be utilized. 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 a 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 significant across the state, the limits may be adjusted accordingly.

The following table reflects the current maximum per unit subsidy limits by bedroom size for housing assisted with HTF within the State of Hawaii (published by HUD 11/13/24):

Bedrooms	**Maximum Per-Unit Subsidy Limit**
0	$235,618
1	$329,865
2	$424,112
3	$565,483
4+	$706,853

APPENDIX A
Summary of the
National Standards for the Physical Inspection of Real Estate (NSPIRE Standards)

All projects funded with HTF must meet the NSPIRE Standards to ensure housing will be decent, safe, sanitary, and in good repair as published by HUD (Federal Register, Vol. 88, No. 129, July 7, 2023). NSPIRE Standards include the NSPIRE inspectable items and observable deficiencies for the site, building exterior, building systems, common areas, and units.

NOTE

Inspectable Area
Unit means the housing unit.
Inside means inside the building or common area associated with the housing unit.
Outside means the outside area or exterior of the housing unit or building.

Health and Safety Category
Life-Threatening category deficiencies must be corrected immediately (within 24 hours).
Severe category deficiencies must be corrected immediately (within 24 hours).
Moderate category deficiencies must be addressed within 30-days.
Low category deficiencies must be addressed within 60-days.

For Details See: https://www.hud.gov/program_offices/public_indian_housing/reac/nspire/standards

INSPECTABLE ITEM	OBSERVABLE DEFICIENCY	INSPECTABLE AREA: HEALTH AND SAFETY CATEGORY
Address and Signage	Address, signage, or building identification codes are broken, illegible, or not visible.	Unit: None Inside: None Outside: Moderate.
Bath and Shower	Only 1 bathtub or shower is present within the Unit or Inside and it is inoperable (i.e., overall system is not meeting function or purpose; with or without visible damage) or standing water is present such that the inspector believes water is unable to drain.	Unit: Severe Inside: Low Outside: None
	A bathtub or shower is inoperable (i.e., overall system is not meeting function or purpose, with or without visible damage) or standing water is present such that the inspector believes water is unable to drain and at least 1 bathtub or shower is present elsewhere within the Unit or Inside that is operational.	Unit: Moderate Inside: Low Outside: None
	Bathtub component or shower component is damaged, (i.e., visibly defective; impacts functionality) such that it may limit the resident's ability to maintain personal hygiene. OR Bathtub component or shower component is inoperable (i.e., component is not meeting function; or purpose, with or without visible damage) such that it may limit the resident's ability to maintain personal hygiene. OR Bathtub component or shower component is missing (i.e., evidence of prior installation, but is now not present or is incomplete) such that it may limit the resident's ability to maintain personal hygiene.	Unit: Moderate Inside: Low Outside: None
	Bathtub component or shower component is damaged (i.e., visibly defective; impacts functionality) and it does not limit the resident's ability to maintain personal hygiene. OR Bathtub component or shower component is inoperable (i.e., component is not meeting function or purpose, with or without visible damage) and it does not limit the resident's ability to maintain personal hygiene. OR Bathtub component or shower component is missing (i.e., evidence of prior installation, but is now not present or is incomplete) and it does not limit the resident's ability to maintain personal hygiene.	Unit: Low Inside: None Outside: None

	Bathtub or shower cannot be used in private.	Unit: Moderate Inside: Moderate Outside: None
Cabinet and Storage	Food storage space is not present.	Unit: Moderate Inside: None Outside: None
	Storage Component is damaged, inoperable, or missing. 50% or more of the kitchen, bath, or laundry cabinet, drawers, or shelves are damaged (i.e., visibly defective; impacts functionality). OR 50% or more of the kitchen, bath, or laundry cabinet, drawers, or shelves are inoperable (i.e., overall system or component thereof is not meeting function or purpose; with or without visible damage). OR 50% or more of the kitchen, bath, or laundry cabinet, drawers, or shelves are missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Moderate Inside: Low Outside: None
Call-For-Aid System	System is blocked. OR Pull cord end is higher than 6 inches off the floor.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	System does not function properly. A call-for-aid system does not emit sound or light or send a signal to the annunciator. OR The annunciator does not indicate the correct corresponding room. OR Pull cord is missing. OR Pull cord is tied up such that it cannot be engaged.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
Carbon Monoxide Alarm	One (1) or more of the following scenarios exists: 1. Unit contains a fuel-burning appliance or fuel-burning fireplace, and a carbon monoxide alarm is not installed: (a) in the immediate vicinity of each bedroom OR (b) within each bedroom; 2. Bedroom or bathroom attached to bedroom: (a) contains a fuel-burning appliance or fuel-burning fireplace OR (b) has adjacent spaces from which byproducts of combustion gases can flow AND (c) Carbon monoxide alarm is not installed in each bedroom. 3. Unit or bedroom is served by a forced-air furnace that is located elsewhere and a carbon monoxide alarm is not installed: (a) in the immediate vicinity of each bedroom OR (b) within each bedroom OR (c) within the room or area with the first duct register and the carbon monoxide alarm signals are automatically transmitted to an approved location. 4. Unit or bedroom is located in a building that contains a fuel-burning appliance or fuel-burning fireplace and: (a) a carbon monoxide alarm is not installed in an approved location between the fuel-burning appliance or fuel-burning fireplace and the Unit or bedroom OR (b) a carbon monoxide alarm is not installed on the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace OR (c) the Unit or bedroom has communicated openings to the fuel-burning appliance or fuel-burning fireplace and a carbon monoxide alarm is not installed: (i) in the immediate vicinity of each bedroom OR (ii) within each bedroom. 5. Unit or bedroom is located one (1) story or less above or below an attached private garage that: (a) does not have natural ventilation OR (b) is enclosed and does not have a ventilation system for vehicle exhaust AND (c) Carbon monoxide alarm is not installed: (i) in the immediate vicinity of each bedroom OR (ii) within each bedroom. Carbon Monoxide Alarm is missing, not installed in a proper location.	Unit: Life-Threatening Inside: None Outside: None
	Carbon Monoxide Alarm is obstructed.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Carbon Monoxide Alarm does not produce audio or visual alarm when tested.	Unit: Life-Threatening Inside: Life-Threatening

		Outside: None
Ceiling	Ceiling has an unstable surface. OR There is cracking or small circles or blisters (e.g., nail pops) on the ceiling (which are a sign the plasterboard sheeting may be pulling away from the nails or screws).	Unit: Moderate Inside: Moderate Outside: None
	Ceiling has a hole present that opens directly to the outside environment. OR A hole that is 2 inches or greater in diameter.	Unit: Moderate Inside: Moderate Outside: None
	Ceiling component(s) is not functionally adequate (i.e., does not allow ceiling to enclose a room, protect shaft or circulation space, create enclosure of and separation between spaces, control the diffusion of light and sound around a room).	Unit: Severe Inside: Severe Outside: None
Chimney	A visually accessible (i.e., can be reasonably accessed and observed) chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete (i.e., evidence of a previously installed component that is now not present) such that it may not safely contain fire and convey smoke and combustion gases to the exterior. OR A visually accessible (i.e., can be reasonably accessed and observed) chimney, flue, or firebox connected to a fireplace or wood-burning appliance is damaged (i.e., visibly defective; impacts functionality) such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	The chimney exhibits signs of structural failure such that the integrity of the chimney is jeopardized	Unit: None Inside: None Outside: Life-Threatening
Clothes Dryer Exhaust Ventilation	Electric dryer transition duct is detached or missing (i.e., evidence of prior installation, but is now not present or is incomplete).	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Gas dryer transition duct is detached or missing (i.e., evidence of prior installation, but is now not present or is incomplete).	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Electric dryer exhaust ventilation system is blocked or damaged such that airflow may be restricted.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Exterior dryer vent cover, cap, or a component thereof is missing (i.e., evidence of prior installation, but now not present or is incomplete)	Unit: None Inside: None Outside: Low
	Dryer transition duct is not constructed of metal or an approved material.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Gas dryer exhaust ventilation system is blocked or damaged such that airflow may be restricted.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
Cooking Appliance	No burner on the cooking range or cooktop produces heat, OR the oven does not produce heat temperature.	Unit: Severe Inside: Low Outside: None
	Cooking range, cooktop, or oven component is damaged (i.e., visibly defective) such that the device is unsafe for use. OR Cooking range, cooktop, or oven component is missing (i.e., evidence of prior installation, but now not	Unit: Moderate Inside: Moderate Outside: None

	present or is incomplete) such that the device is unsafe for use.	
	Primary cooking appliance is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Moderate Inside: None Outside: None
	A microwave is the primary cooking appliance, and it is damaged (i.e., visibly defective; impacts functionality)	Unit: Severe Inside: None Outside: None
	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop and does produce heat.	Unit: Moderate Inside: Moderate Outside: None
Door - Entry	Entry door will not open.	Unit: Moderate Inside: Moderate Outside: None
	Entry door does not close (i.e., door seats in frame).	Unit: Severe Inside: Moderate Outside: None
	The entry door self-closing mechanism is damaged (i.e., visibly defective; impacts functionality). OR The self-closing mechanism does not pull the door closed and engage the latch. OR The self-closing mechanism is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Moderate Inside: Moderate Outside: None
	Entry door cannot be secured (i.e., access controlled) by at least 1 installed lock.	Unit: Severe Inside: Moderate Outside: None
	A hole ¼ inch or greater in diameter that penetrates all the way through the door. OR A split or crack ¼ inch or greater in width that penetrates all the way through the door. OR A hole or a crack with separation is present, or the glass is missing within the door, side lites, or transom.	Unit: Moderate Inside: Moderate Outside: None
	The entry door is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Life-Threatening Inside: Severe Outside: None
	Entry door surface is delaminated or separated. There is delamination or separation of the door surface 2 inches wide or greater. OR There is delamination or separation that affects the integrity of the door (i.e., surface protection or the strength of the door).	Unit: Moderate Inside: Moderate Outside: None
	The entry door frame, threshold, or trim is damaged (i.e., visibly defective; impacts functionality). OR The entry door frame, threshold, or trim is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Moderate Inside: Moderate Outside: None
	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	Unit: Moderate Inside: Moderate Outside: None
	Entry door component is damaged (i.e., visibly defective) and it does not limit the door's ability to provide privacy or protection from weather or infestation. OR Entry door component is inoperable (i.e., component not meeting function or purpose; with or without visible damage) and it does not limit the door's ability to provide privacy or protection from weather or infestation. OR Entry door component is missing (i.e., evidence of prior installation, but it is now not present or is incomplete) and it does not	Unit: Low Inside: Low Outside: None

	limit the door's ability to provide privacy or protection from weather or infestation	
Door – Fire Labeled	Fire labeled door does not open such that it may limit access between spaces.	Unit: Severe Inside: Severe Outside: None
	Fire labeled door foes not close (i.e., door seats in frame) and latch. OR Fire labeled door self-closing hardware is damaged (i.e., visibly defective; impacts functionality) or missing (i.e., evidence of prior installation, but is now not present or is incomplete) such that the door does not self-close (i.e., door seats in frame) and latch.	Unit: Severe Inside: Severe Outside: None
	A fire labeled door assembly has a hole of any size. OR A fire labeled door assembly is damaged (i.e., visibly defective; impacts functionality) such that its integrity may be compromised.	Unit: Severe Inside: Severe Outside: None
	A fire labeled door seal or gasket is damaged (i.e., visibly defective; impacts functionality). OR A fire labeled door seal or gasket is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Severe Inside: Severe Outside: None
	An object is present that may prevent the fire labeled door from closing (i.e., door seats in frame) and latching. OR An object is present that may prevent the fire labeled door from self-closing (i.e., door seats in frame) and latching.	Unit: Severe Inside: Severe Outside: None
	Fire labeled door cannot be secured (i.e., access controlled) by at least 1 installed lock.	Unit: Severe Inside: Moderate Outside: None
	Fire labeled door is missing (i.e., evidence of prior installation, but is now not present or is incomplete).	Unit: Life-Threatening Inside: Life-Threatening Outside: None
Door - General	A passage door does not open.	Unit: Moderate Inside: Moderate Outside: None
	A passage door component is damaged (i.e., visibly defective; impacts functionality) and the door is not functionally adequate. OR A passage door component is inoperable (i.e., component is not meeting function or purpose; with or without visible damage) and the door is not functionally adequate. OR A passage door component is missing (i.e., evidence of prior installation, but is now not present or incomplete) and the door is not functionally adequate.	Unit: Low Inside: Low Outside: None
	A door that is not intended to permit access between rooms has a damaged (i.e., visibly defective; impacts functionality) component. OR A door that is not intended to permit access between rooms has an inoperable (i.e., component is not meeting function or purpose, with or without visible damage) component. OR A door that is not intended to permit access between rooms has a missing (i.e., evidence of prior installation, but is now not present or is incomplete) component.	Unit: Low Inside: None Outside: None
	An exterior door component is damaged (i.e., visibly defective; impacts functionality), inoperable (i.e., component is not meeting function or purpose, with or without visible damage), or missing (i.e., evidence of prior installation, but is now not present or is incomplete).	Unit: None Inside: None Outside: Moderate

Drain	Standing water is present over the floor drain, or the floor drain is blocked such that the inspector believes water would be unable to drain.	Unit: Moderate Inside: Moderate Outside: Moderate
Egress	The exit access or exit is obstructed.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Sleeping room is located on the third floor or below and has an obstructed rescue opening	Unit: Life-Threatening Inside: None Outside: None
	Fire escape access is obstructed.	Unit: Life-Threatening Inside: None Outside: None
Electrical – Conductor, Outlet, and Switch	Any portion of a visually accessible (i.e., can be reasonably accessed and observed) outlet or switch is damaged (i.e., visibly defective; impacts functionality) such that it may not safely carry or control electrical current at the outlet or switch.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Testing of a three-pronged outlet that is reasonably accessible (i.e., can be reached without moving obstructions, dismantling, destructive measures, or actions that may pose a risk to persons or property) indicates that it is not properly wired or grounded.	Unit: Severe Inside: Severe Outside: Severe
	An outlet that is reasonably accessible (i.e., can be reached without moving obstructions, dismantling, destructive measures, or actions that may pose a risk to persons or property) does not have visible damage and testing indicates that it is not energized.	Unit: Severe Inside: Severe Outside: Severe
	Exposed electrical conductor. Electrical conductor is not enclosed or properly insulated (e.g., damaged or missing sheathing that exposes the insulated wiring or conductor, open port, missing knockout, missing outlet or switch cover, or missing breaker or fuse). OR An opening or gap is present and measures greater than ½ inch.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Water is currently in contact with an electrical conductor.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
Electrical – Ground-Fault Circuit Interrupter (GFCI) or Arc-Fault Circuit Interrupter(AFCI) – Outlet or Breaker	GFCI outlet or GFCI breaker does not have visible damage and the test or reset button is inoperable (i.e., overall system or component thereof is not meeting function or purpose).	Unit: Severe Inside: Severe Outside: Severe
	AFCI outlet or AFCI breaker does not have visible damage and the test or reset button is inoperable (i.e., overall system or component thereof is not meeting function or purpose).	Unit: Severe Inside: Severe Outside: Severe
	An unprotected outlet is present within six feet of a water source (i.e., sink, bathtub, shower, water faucet, toilet) that is located in the same room. AND Outlet is not GFCI protected.	Unit: Severe Inside: Severe Outside: None
	An unprotected outlet is present within six feet of a water source. Outlet is present throughout the Outside. AND The Outlet is not GFCI protected.	Unit: None Inside: None Outside: Severe
Electrical – Service Panel	Electrical service panel is not reasonably accessible (i.e., cannot be reached and opened without moving	Unit: Moderate Inside: Moderate Outside: Moderate

	obstructions, dismantling, destructive measures, or actions that may pose a risk to persons or property).	
	The overcurrent protection device (i.e., fuse or breaker) is damaged (i.e., visibly defective; impacts functionality) such that it may not interrupt the circuit during an overcurrent condition.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	The overcurrent protection device (i.e., fuse or breaker) is contaminated (e.g., water, rust, corrosion)	Unit: Severe Inside: Severe Outside: Severe
Elevator	Elevator is inoperable (i.e., overall system or component thereof not meeting function or purpose; with or without visible damage).	Unit: None Inside: Moderate Outside: None
	Elevator door does not fully open and close.	Unit: None Inside: Moderate Outside: None
	The elevator cab is not level with the floor. There is more than ¾-inch difference in level between the elevator cab and the building's floor.	Unit: None Inside: Moderate Outside: None
	Safety edge device has malfunctioned or is inoperable (i.e., overall system or component thereof is not meeting function or purpose; with or without visible damage).	Unit: None Inside: Moderate Outside: None
Exit Sign	Exit sign is damaged (i.e., visibly defective; impacts functionality). OR Exit sign is missing (i.e., evidence of prior installation, but is now not present or is incomplete). OR Exit sign is obstructed such that the word "EXIT" is not clearly visible. OR Exit sign is not adequately illuminated.	Unit: None Inside: Life-Threatening Outside: Life-Threatening
Fence and Gate	Fence component is missing (i.e., evidence of prior installation, but now not present or it is incomplete), resulting in a hole that is approximately 20% or greater of the area of a single section of fence.	Unit: None Inside: None Outside: Moderate
	Gate will not open. OR Gate will open when locked or latched. OR Gate will not close.	Unit: None Inside: None Outside: Moderate
	Fence demonstrates signs of collapse.	Unit: None Inside: None Outside: Moderate
Fire Escape	Any stair, ladder, platform, guardrail, or handrail is damaged (i.e., visibly defective; impacts functionality). OR Any stair, ladder, platform, guardrail, or handrail is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: None Inside: None Outside: Life-Threatening
Fire Extinguisher	Fire extinguisher pressure gauge indicates that the fire extinguisher is over or under-charged.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Fire extinguisher service tag is missing, illegible, or expired. The date on the service tag of any fire extinguisher has exceeded one year. OR The fire extinguisher tag is missing or illegible. OR A nonchargeable or disposable fire extinguisher is more than 12 years old (based on manufacture date).	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Fire extinguisher is damaged (i.e., visibly defective; impacts functionality). OR the fire extinguisher is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening

Flammable and Combustible Item	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater. OR Improperly stored chemicals.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
Floor	10% or more of the floor substrate area is exposed in any room.	Unit: Moderate Inside: Moderate Outside: None
	Floor component(s) is not functionally adequate (i.e., does not allow floor to separate levels or to be walked on).	Unit: Moderate Inside: Moderate Outside: None
Food Preparation Area	Food preparation area is not present.	Unit: Moderate Inside: None Outside: None
	Food preparation area is damaged or is not functionally adequate. Exposed substrate surface comprises at least 10% or more of the total food preparation area. OR The food preparation area is not functionally adequate (i.e., does not reasonably allow for adequate preparation of food).	Unit: Moderate Inside: Moderate Outside: None
Foundation	Foundation is cracked. Crack is present with a width of ¼-inch or greater and a length of 12 inches or greater.	Unit: Moderate Inside: Moderate Outside: Moderate
	Foundation vent cover is missing (i.e., evidence of prior installation, but now not present or is incomplete) or damaged (i.e., visibly defective; impacts functionality).	Unit: None Inside: None Outside: Moderate
	The structure has any exposed rebar. OR The foundation is spalling, flaking, or chipping, and the affected area is 12x12 inches or greater and goes into the foundation at a depth of ¾-inch or greater.	Unit: Moderate Inside: Moderate Outside: Moderate
	Evidence of water infiltration through the foundation.	Unit: Moderate Inside: Moderate Outside: None
	Foundation support post, column, beam, or girder is damaged. Any support post, column, or girder area is damaged (i.e., visibly defective; impacts functionality).	Unit: Moderate Inside: Moderate Outside: Moderate
Garage Door	Garage door has a hole of any size that penetrates through to the interior.	Unit: Moderate Inside: Moderate Outside: Moderate
	Door will not open and remain open. OR The Door will not close and remain closed.	Unit: Moderate Inside: Moderate Outside: Moderate
Grab Bar	Grab bar is not secure. Any movement whatsoever is detected in the grab bar.	Unit: Moderate Inside: Moderate Outside: None
Guardrail	The guardrail is missing or not installed. The guardrail is missing (i.e., evidence of prior installation, but is now not present or is incomplete) or not installed (i.e., never installed, but should have been) along a walking surface that is more than 30 inches above the floor or grade below.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	The guardrail is not functionally adequate. Guardrail is missing functional component(s) (i.e., a component that is critical to the guardrail protecting from fall hazards). OR Guardrail is damaged (i.e., visibly defective; impacts functionality). OR Guardrail is less than 30 inches in height. OR Guardrail is not securely attached and cannot reasonably protect from fall hazards.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening

Handrail	Handrail is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Moderate Inside: Moderate Outside: Moderate
	The handrail is not secure. There is movement in the anchors of the handrail.	Unit: Moderate Inside: Moderate Outside: Moderate
	Handrail is not functionally adequate (i.e., it cannot reasonably be grasped by hand to provide stability or support when ascending or descending stairways). OR Handrail is not continuous for the full length of each stair flight. OR Handrail is not between 28 inches and 42 inches in height	Unit: Moderate Inside: Moderate Outside: Moderate
	The handrail is not installed where required. 4 or more stair risers are present and a handrail is not installed. OR A ramp has a rise greater than 6 inches or a horizontal projection greater than 72 inches and a handrail is not installed on both sides.	Unit: None Inside: Low Outside: Low
Heating, Ventilation, and Air Conditioning (HVAC)	The inspection date is on or between October 1 and March 31. AND The permanently installed heating source is not working. OR The permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.	Unit: Life-Threatening Inside: None Outside: none
	The inspection date is on or between October 1 and March 31. AND The permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.	Unit: Severe Inside: None Outside: None
	Air conditioning system or device is not operational. System or device does not turn on. OR System or device only produces hot or room temperature air.	Unit: Moderate Inside: Low Outside: None
	Unvented space heater that burns gas, oil, or kerosene is present.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Combustion chamber cover or gas shutoff valve is missing (i.e., evidence of prior installation, but is now not present or is incomplete) from a fuel burning heating appliance.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Heating system or device safety shield is damaged (i.e., visibly defective; impacts functionality) or missing (i.e., evidence of prior installation, but is now not present or is incomplete).	Unit: Severe Inside: Severe Outside: None
	The inspection date is on or between April 1 and September 30. AND A permanently installed heating source is damaged (i.e., visibly defective; impacts functionality). OR A permanently installed heating source is inoperable (i.e., not meeting function or purpose, with or without visible damage). OR A permanently installed heating source is missing (i.e., evidence of prior installation, but is now not present or is incomplete). OR A permanently installed heating source is not installed.	Unit: Moderate Inside: Moderate Outside: None
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing. Fuel burning heating system or device is present. AND Exhaust vent is misaligned, blocked, disconnected, or improperly connected through to the ceiling or wall, or Exhaust vent is damaged (i.e., visibly defective; impacts functionality). OR Exhaust vent is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening

	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is inoperable.	Unit: None Inside: Moderate Outside: None
Infestation	Evidence of cockroaches. Evidence of cockroaches is found (i.e., a live or dead cockroach, shed skins, droppings, or egg cases).	Unit: Moderate Inside: Moderate Outside: None
	Extensive cockroach infestation. Unit: Sighting of at least one live cockroach in two or more Units during a daytime surface visual assessment. OR Sighting of at least one live cockroach in two or more rooms in a Unit during a daytime surface visual assessment. Inside: Sighting of at least one live cockroach in two or more separate locations in the building is a sign of extensive infestation.	Unit: Severe Inside: Moderate Outside: None
	Evidence of bedbugs is found (i.e., live or dead bedbugs, feces, eggs, or blood trails).	Unit: Moderate Inside: Moderate Outside: None
	Extensive bedbug infestation. Unit: Sighting of at least one live bedbug in two or more Units during a daytime surface visual assessment. OR Sighting of at least one live bedbug in two or more rooms in a Unit during a daytime surface visual assessment. Inside: Sighting of at least one live bedbug in two or more separate locations in the building is a sign of extensive infestation.	Unit: Severe Inside: Moderate Outside: None
	Evidence of mice is found (i.e., a live or dead mouse or mice, droppings, chewed holes, or urine trails).	Unit: Moderate Inside: Moderate Outside: None
	Extensive mouse infestation. Unit: Sighting of at least one live mouse in two or more Units during a daytime surface visual assessment. OR Sighting of at least one live mouse in two or more rooms in a Unit during a daytime surface visual assessment. Inside: Sighting of at least one live mouse in two or more separate locations in the building during a daytime surface visual assessment.	Unit: Severe Inside: Moderate Outside: None
	Evidence of rats is found (i.e., dead rat or rats, droppings, or chewed holes).	Unit: Moderate Inside: Moderate Outside: Moderate
	Extensive rat infestation. Unit: Live rat is seen in the Unit. Inside: Live rat is seen in the Inside.	Unit: Severe Inside: Severe Outside: None

	Evidence of other pests. Evidence is present of pest infestation other than cockroaches, bed bugs, mice, or rats. This may include, but is not limited to, wasps/wasp nests or bees/beehives, squirrels or squirrel nests, birds, or bats. Pests are animals with potential impacts on resident health and safety.	Unit: Moderate Inside: Moderate Outside: None
Leak – Gas or Oil	There is evidence of a gas, propane, or oil leak. OR There is an uncapped gas or fuel supply line.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
Leak – Sewage System	Blocked sewage system. Wastewater is unable to drain resulting in sewer backup.	Unit: Severe Inside: Severe Outside: Severe
	Leak in sewage system. There is evidence of a sewer line or fitting leaking.	Unit: Severe Inside: Severe Outside: Severe
	Cap to the cleanout or pump cover is detached or missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Moderate Inside: Moderate Outside: Moderate
	Cleanout cap or riser is damaged (i.e., visibly defective; impacts functionality)	Unit: Moderate Inside: Moderate Outside: Moderate
Leak - Water	Environmental water intrusion. Water from the exterior environment is leaking into the interior.	Unit: Moderate Inside: Moderate Outside: None
	Plumbing leak. Failure of a plumbing system that allows for water intrusion in unintended areas.	Unit: Moderate Inside: Moderate Outside: Low
	Fluid is leaking from the sprinkler assembly.	Unit: Moderate Inside: Moderate Outside: Low
Lighting - Auxiliary	Auxiliary lighting is damaged (i.e., visibly defective; impacts functionality), missing (i.e., evidence of prior installation, but is now not present or is incomplete), or fails to illuminate when tested.	Unit: None Inside: Severe Outside: Severe
Lighting - Exterior	A permanently installed light fixture is damaged (i.e., visibly defective; impacts functionality). OR A permanently installed light fixture is inoperable (i.e., overall system or component thereof is not meeting function or purpose; with or without visible damage). OR A permanently installed light fixture is missing (i.e., evidence of prior installation, but now not present or is incomplete). OR A permanently installed light fixture is not secure to the designed attachment point or the attachment point is not stable.	Unit: None Inside: None Outside: Moderate
Lighting – Interior	A permanently installed light fixture is inoperable (i.e., the overall system or component thereof is not meeting function or purpose; with or without visible damage).	Unit: Moderate Inside: Moderate Outside: None
	A permanently installed light fixture is not secure to the designed attachment point or the attachment point is not stable.	Unit: Moderate Inside: Moderate Outside: None
	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.	Unit: Moderate Inside: Moderate Outside: None
Litter	Litter is accumulated in an undesignated area. 10 or more small items of litter (e.g., food wrappers, pieces of food,	Unit: None Inside: Moderate

	newspapers) are present within a 10-foot by 10-foot area not designated for garbage. OR any number of large items (e.g., furniture or appliances) have been clearly discarded in an area not designated for garbage.	Outside: Low
Minimum Electrical and Lighting	At least two (2) working outlets are not present within each habitable room, OR at least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.	Unit: Moderate Inside: None Outside: None
Mold-Like Substance	Presence of mold-like substance at moderate levels is observed visually. Cumulative area of patches is more than 4 square inches and less than 1 square foot in a room.	Unit: Moderate Inside: Low Outside: None
	Presence of mold-like substance ar high levels is observed visually. Cumulative area of patches is more than 1 square foot and less than 9 square feet in a room.	Unit: Severe Inside: Moderate Outside: None
	Presence of mold-like substance at extremely high levels is observed visually. Cumulative area of patches is more than 9 square foot in a room.	Unit: Life-Threatening Inside: Severe Outside: None
	Elevated moisture level.	Unit: Moderate Inside: Low Outside: None
Parking Lot	Parking lot has any one pothole that is 4 inches deep and 1 square foot or greater.	Unit: None Inside: None Outside: Moderate
	Parking lot has ponding. More than 3 inches of water has accumulated in a parking lot and 5% or more of the parking lot is unusable.	Unit: None Inside: None Outside: Moderate
Potential Lead-Based Paint Hazards – Visual Assessment	Paint in a Unit of Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance. Paint is deteriorated (e.g., peeling, chipping, chalking, cracking, or detached from the substrate). For large surface areas in the Unit, deteriorated paint is less than or equal to 2 square feet, per room; for small surface areas, less than or equal to 10% per component ("de minimis").	Unit: Moderate Inside: Moderate Outside: None
	Paint in a Unit of Inside the target property is deteriorated – above the level required for lead-safe work practices required by a lead-certified firm and passing clearance. Paint is deteriorated (e.g., peeling, chipping, chalking, cracking, or detached from the substrate). For large surface areas in the Unit, deteriorated paint is more than 2 square feet, per room; for small surface areas, greater than 10% per component ("significant").	Unit: Severe Inside: Severe Outside: Moderate
	Paint Outside on a target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance. Paint is deteriorated (e.g., peeling, chipping, chalking, cracking, or detached from the substrate). Deteriorated paint is less than or equal to 20 square feet ("de minimis").	Unit: None Inside: None Outside: Moderate
	Paint Outside on a target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	Unit: None Inside: None Outside: Severe

	Paint is deteriorated (e.g., peeling, chipping, chalking, cracking, or detached from the substrate). Deteriorated paint is less than or equal to 20 square feet ("de minimis").	
Private Roads and Driveways	Road or driveway access to the property is blocked or impassable for vehicles.	Unit: None Inside: None Outside: Severe
	Any one pothole is 4 inches deep and 1 square foot or greater.	Unit: None Inside: None Outside: Moderate
Refrigerator	Refrigerator is inoperable (i.e., overall system is not meeting function or purpose; with or without visible damage) such that it may be unable to safely and adequately store food.	Unit: Moderate Inside: Moderate Outside: None
	Refrigerator component is damaged (i.e., visibly defective) such that it impacts functionality.	Unit: Moderate Inside: Moderate Outside: None
	Refrigerator is missing (i.e., evidence of prior installation, but is now not present).	Unit: Moderate Inside: None Outside: None
Retaining Wall	Retaining wall is leaning away from the fill side.	Unit: None Inside: None Outside: Moderate
	Retaining wall is partially or completely collapsed.	Unit: None Inside: None Outside: Moderate
Roof Assembly	Restricted flow of water from a roof drain, gutter, or downspout. Debris is limiting the ability of water to drain; water may not be present. OR An area of approximately 25 square feet of ponding water is located above the drain.	Unit: None Inside: None Outside: Moderate
	Gutter component is damaged (i.e., visibly defective; impacts functionality). OR Gutter component is missing (i.e., evidence of prior installation, but now not present or is incomplete). OR Gutter component is unfixed.	Unit: None Inside: None Outside: Moderate
	Roof surface has standing water. Water ponding in an area approximately 25 square feet or greater on a flat roof surface not near a drain or scupper.	Unit: None Inside: None Outside: Moderate
	Substrate is exposed (any amount).	Unit: None Inside: None Outside: Moderate
	Roof assembly has a hole. Unintentional hole of any size is found. OR Intentional hole of any size is found and is not covered by a vent or screen.	Unit: None Inside: None Outside: Moderate
	Roof assembly is damaged (i.e., visibly defective; impacts functionality).	Unit: None Inside: None Outside: Moderate
Sharp Edges	A sharp edge that can result in a cut or puncture hazard that is likely to require emergency care (e.g., stitches) is present within the built environment (i.e., human-made structures, features, and facilities).	Unit: Severe Inside: Severe Outside: Severe
Sidewalk, Walkway, and Ramp	Sidewalk, walkway, or ramp is blocked or impassable.	Unit: None Inside: None Outside: Moderate

	Sidewalk, walkway, or ramp is not functionally adequate (i.e., does not provide a defined and safe path of exterior travel for pedestrians).	Unit: None Inside: None Outside: Moderate
Sink	Sink or sink component is damaged (i.e., visibly defective; impacts functionality) or missing (i.e., evidence of prior installation, but now not present or is incomplete) and the sink is not functionally adequate.	Unit: Moderate Inside: Low Outside: None
	Water is directed outside of the basin.	Unit: Low Inside: Low Outside: None
	Sink is not draining. Water is not draining from the basin of the sink.	Unit: Moderate Inside: Moderate Outside: None
	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	Unit: Moderate Inside: Moderate Outside: None
	Sink component is damaged (i.e., visibly defective; impacts functionality) or missing (i.e., evidence of prior installation, but now not present or is incomplete) and the sink is functionally adequate.	Unit: Low Inside: Low Outside: None
	Cannot activate or deactivate hold and cold water. Control knobs do not activate or deactivate hot and cold water.	Unit: Moderate Inside: Moderate Outside: None
	Sink is missing (i.e., evidence of prior installation, but now not present or is incomplete) or not installed (i.e., never installed, but should have been) in the primary kitchen.	Unit: Moderate Inside: None Outside: None
Site Drainage	Water runoff is unable to flow through the site drainage system. Standing water is present above the outflow pipe entrance. OR Drainage is blocked such that the inspector believes water is unable to drain in the event of precipitation.	Unit: None Inside: None Outside: Low
	Erosion is present and the footer is exposed. OR Erosion is more than 2 feet away from the built environment and its depth is equal to or greater than its measured distance from the built environment, and the inspector believes it may undermine the supporting soil.	Unit: None Inside: None Outside: Low
	Grate is not secure or does not cover the site drainage system's collection point.	Unit: None Inside: None Outside: Moderate
Smoke Alarm	Smoke alarm is not installed where required. Smoke alarm is not installed inside each bedroom. AND Smoke alarm is not installed outside the bedroom(s). AND Smoke alarm is not installed on each level	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Smoke alarm is obstructed.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
	Smoke alarm does not produce an audio or visual alarm when tested.	Unit: Life-Threatening Inside: Life-Threatening Outside: None
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Sprinkler assembly component is damaged (i.e., visibly defective; impacts functionality), inoperable (i.e., overall system or component thereof not meeting function or	Unit: Life-Threatening Inside: Life-Threatening

	purpose; with or without visible damage), or missing (i.e., evidence of prior installation, but now not present or is incomplete) and it is detrimental to performance.	Outside: Life-Threatening
	Sprinkler assembly has evidence of corrosion.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Sprinkler system has evidence of foreign material that is detrimental to performance. Foreign material covers 75% or more of the sprinkler assembly. Or Foreign material covers 75% or more of the glass bulb.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
Steps and Stairs	Tread is missing or damaged. Tread on a set of stairs is missing (i.e., evidence of prior installation, but now not present or is incomplete). OR Tread on a set of stairs is loose or unlevel. OR A portion of the tread nosing that is greater than 1 inch in depth or 4 inches wide is damaged or broken.	Unit: Moderate Inside: Moderate Outside: Moderate
	Stringer is damaged (i.e., visibly defective; impacts functionality).	Unit: Moderate Inside: Moderate Outside: Moderate
	Step or stair is not functionally adequate (i.e., may not allow for personal traffic from one level to the next).	Unit: None Inside: None Outside: Moderate
Structural Systems	Structural system exhibits signs of serious failure and may threaten the resident's safety.	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
Toilet	Only 1 toilet was installed, and it is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Life-Threatening Inside: Moderate Outside: None
	A toilet is missing (i.e., evidence of prior installation, but now not present or is incomplete) and at least 1 toilet is installed elsewhere within the Unit or Inside that is operational.	Unit: Moderate Inside: Moderate Outside: None
	Only 1 toilet was installed, and it is damaged (i.e., visibly defective; impacts functionality). OR Only 1 toilet was installed, and it is inoperable (i.e., overall system is not meeting function or purpose; with or without visible damage)	Unit: Severe Inside: Moderate Outside: None
	A toilet is damaged (i.e., visibly defective; impacts functionality) and at least 1 toilet is installed elsewhere within the Unit or Inside that is operational. OR A toilet is inoperable (i.e., overall system is not meeting function or purpose; with or without visible damage) and at least 1 toilet is installed elsewhere within the Unit or Inside that is operational.	Unit: Moderate Inside: Moderate Outside: None
	Toilet component is damaged (i.e., visibly defective; impacts functionality) such that it may limit the resident's ability to safely discharge human waste. OR Toilet component is inoperable (i.e., component is not meeting function or purpose; with or without visible damage) such that it may limit the resident's ability to safely discharge human waste. OR Toilet component is missing (i.e., evidence of prior installation, but now not present or is incomplete) such that it may limit the resident's ability to safely discharge human waste.	Unit: Moderate Inside: Moderate Outside: None
	Toilet is not secured at the base.	Unit: Moderate Inside: Moderate Outside: None

	Toilet component is damaged (i.e., visibly defective; impacts functionality) and it does not limit the resident's ability to safely discharge human waste. OR Toilet component is inoperable (i.e., component is not meeting function or purpose; with or without visible damage) and it does not limit the resident's ability to safely discharge human waste. OR Toilet component is missing (i.e., evidence of prior installation, but now not present or is incomplete) and it does not limit the resident's ability to safely discharge human waste.	Unit: Low Inside: Low Outside: None
	Toilet cannot be used in private.	Unit: Moderate Inside: Moderate Outside: None
Trash Chute	Chute door does not open. OR The chute door does not self-close and latch.	Unit: None Inside: Moderate Outside: None
	Trash is overflowing or backed up inside the chute.	Unit: None Inside: Moderate Outside: None
Trip Hazard	Trip hazard on walking surface. There is an abrupt change in vertical elevation or horizontal separation on any walking surface along the normal path of travel, consisting of the following criteria: - An unintended ¾-inch or greater vertical difference; OR – An unintended 2-inch or greater horizontal separation that is perpendicular to the path of travel.	Unit: Moderate Inside: Moderate Outside: Moderate
Ventilation	Exhaust system does not respond to the control switch.	Unit: Moderate Inside: Moderate Outside: None
	Exhaust system is blocked such that airflow may be restricted.	Unit: Moderate Inside: Moderate Outside: None
	Exhaust system component is damaged (i.e., visibly defective; impacts functionality). OR Exhaust system component is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Moderate Inside: Moderate Outside: None
	Bathroom does not have proper ventilation or dehumidification. An exhaust fan, window, or adequate means of ventilation or dehumidification is not present and operable.	Unit: Moderate Inside: Moderate Outside: None
Wall - Exterior	Exterior wall covering has missing sections of at least 1 square foot per wall. Cumulatively, 1 square foot or more of an exterior wall covering is missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: None Inside: None Outside: Moderate
	Exterior wall has peeling paint of 10 square feet ot more. Cumulatively, there is 10 square feet or more of peeling paint on an exterior wall built after 1978.	Unit: None Inside: None Outside: Moderate
	Exterior wall component(s) is not functionally adequate. Exterior wall component(s) is not functionally adequate (i.e., impacts the integrity of the wall assembly or building envelope, or does not allow exterior wall to separate the accommodation inside from that outside).	Unit: None Inside: None Outside: Moderate
Wall - Interior	Interior wall has a loose or detached surface covering.	Unit: Moderate Inside: Moderate Outside: None
	Interior wall component(s) is not functionally adequate (i.e., impacts the integrity of the interior wall or does not allow	Unit: Moderate Inside: Moderate

	interior wall to provide vertical separation between rooms or spaces).	Outside: None
	Interior wall has a hole that is greater than 2 inches in diameter. OR An accumulation of holes in any one wall that are cumulatively greater than 6 inches by 6 inches.	Unit: Moderate Inside: Moderate Outside: None
Water Heater	Temperature Pressure Release (TPR) valve has an active leak or is obstructed or relief valve discharge piping is damaged, capped, has an upward slope, or is constructed of unsuitable material. TPR valve has an active leak. OR TPR valve is obstructed such that the TPR valve is unable to be fully actuated. OR Relief valve discharge piping is damaged (i.e., visibly defective; impacts functionality), capped, has an upward slope, or is constructed of unsuitable material.	Unit: Severe Inside: Severe Outside: Severe
	No hot water. Hot water does not dispense after the handle is engaged.	Unit: Severe Inside: Low Outside: None
	The relief valve discharge piping is missing (i.e., evidence of prior installation, but is now not present or is incomplete). OR The relief valve discharge piping terminates greater than 6 inches or less than 2 inches from waste receptor flood level.	Unit: Moderate Inside: Moderate Outside: Moderate
	Chimney or flue piping is blocked, misaligned, or missing (i.e., evidence of prior installation, but now not present or is incomplete).	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
	Gas shutoff valve is damaged (i.e., visibly defective; impacts functionality). OR Gas shutoff valve is missing (i.e., evidence of prior installation, but is now not present or is incomplete). OR Gas shutoff valve is not installed (i.e., never installed, but should have been).	Unit: Life-Threatening Inside: Life-Threatening Outside: Life-Threatening
Window	Window will not open. OR Once opened, window will not stay open without the use of a tool or item.	Unit: Moderate Inside: Low Outside: None
	Window cannot be secured (i.e., access controlled) by at least 1 installed lock.	Unit: Moderate Inside: Low Outside: None
	The window will not close.	Unit: Severe Inside: Moderate Outside: None
	Window component is damaged or missing and the window is not functionally adequate. Any portion of a visually accessible (i.e., can be reasonably accessed and observed) window component is damaged i.e., visibly defective) and the window is not functionally adequate (i.e., cannot protect from the elements, bugs, or debris, permit illumination within the interior space, or permit visual access between spaces). OR Any portion of a visually accessible (i.e., can be reasonably accessed and observed) window component is missing (i.e., evidence of prior installation, but is now not present or is incomplete) and the window is not functionally adequate (i.e., cannot protect from the elements, bugs, or debris, permit illumination within the interior space, or permit visual access between spaces). OR A visually accessible (i.e., can be reasonably accessed and observed) window screen has a hole, tear, or cut that is 1 inch or greater	Unit: Moderate Inside: Moderate Outside: None

APPENDIX 5

APPLICATIONS FOR FEDERAL ASSISTANCE

OMB Number: 4040-0004
Expiration Date: 11/30/2025

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. UEI: D4W7SB9CF8G4

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: Andrew
Middle Name: T.
* Last Name: Kawano
Suffix:

Title: Director of Budget and Fiscal Services

Organizational Affiliation:

* Telephone Number: (808) 768-3901
Fax Number: (808) 768-3179

* Email: andy.kawano@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. Assistance Listing Number:

14.218

Assistance Listing 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:**

Thirty-Second (32nd) 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: 07/01/2025

* b. End Date: 06/30/2026

18. Estimated Funding ($):

* a. Federal	7,962,527.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	1,115,000.00
* g. TOTAL	9,077,527.00

*** 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 18, 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: Michael

Middle Name: D.

* Last Name: Formby

Suffix:

* Title: Managing Director

* Telephone Number: (808) 768-4275

Fax Number: (808) 768-4242

* Email: mformby@honolulu.gov

* Signature of Authorized Representative:

* Date Signed:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

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. UEI: D4W7SB9CF8G4

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: Andrew
Middle Name: T.
* Last Name: Kawano
Suffix:

Title: Director of Budget and Fiscal Services

Organizational Affiliation:

* Telephone Number: (808) 768-3901
Fax Number: (808) 768-3179

* Email: andy.kawano@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. Assistance Listing Number:

14.239

Assistance Listing 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:**

Thirty-Second (32nd) 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: 07/01/2025

* b. End Date: 06/30/2026

18. Estimated Funding ($):

* a. Federal	2,717,250.47
* b. Applicant	
* c. State	
* d. Local	
* e. Other	1,097,062.00
* f. Program Income	550,000.00
* g. TOTAL	4,364,312.47

*** 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 18, 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: Michael

Middle Name: D.

* Last Name: Formby

Suffix:

* Title: Managing Director

* Telephone Number: (808) 768-4275

Fax Number: (808) 768-4242

* Email: mformby@honolulu.gov

* Signature of Authorized Representative:

* Date Signed:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

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. UEI: D4W7SB9CF8G4

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: Andrew
Middle Name: T.
* Last Name: Kawano
Suffix:

Title: Director of Budget and Fiscal Services

Organizational Affiliation:

* Telephone Number: (808) 768-3901
Fax Number: (808) 768-3179

* Email: andy.kawano@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. Assistance Listing Number:

14.231

Assistance Listing 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:**

Thirty-Second (32nd) 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: 07/01/2025

* b. End Date: 06/30/2026

18. Estimated Funding ($):

* a. Federal	692,800.00
* b. Applicant	
* c. State	
* d. Local	692,800.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,385,600.00

*** 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 18, 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: Michael

Middle Name: D.

* Last Name: Formby

Suffix:

* Title: Managing Director

* Telephone Number: (808) 768-4275

Fax Number: (808) 768-4242

* Email: mformby@honolulu.gov

* Signature of Authorized Representative:

* Date Signed:

APPENDIX 6

APPLICANT AND RECIPIENT ASSURANCES AND CERTIFICATIONS

COMMUNITY DEVELOPMENT BLOCK GRANT

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Mr.

*First Name: Michael

Middle Name: D.

*Last Name: Formby

Suffix:

*Title: Managing Director

*Applicant Organization: City and County of Honolulu

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: *Date:

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Mr.

*First Name: Michael

Middle Name: D.

*Last Name: Formby

Suffix:

*Title: Managing Director

*Applicant Organization: City and County of Honolulu

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

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*Signature: *Date:

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

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*Authorized Representative Name:

Prefix: Mr.

*First Name: Michael

Middle Name: D.

*Last Name: Formby

Suffix:

*Title: Managing Director

*Applicant Organization: City and County of Honolulu

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

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5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: *Date:

APPENDIX 7

ASSURANCES FOR NON-CONSTRUCTION PROGRAMS

COMMUNITY DEVELOPMENT BLOCK GRANT

OMB Number: 4040-0007
Expiration Date: 07/31/2028

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

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 City and County of Honolulu	DATE SUBMITTED

HOME INVESTMENT PARTNERSHIPS PROGRAM

OMB Number: 4040-0007
Expiration Date: 07/31/2028

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.

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.

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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."

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Managing Director
APPLICANT ORGANIZATION City and County of Honolulu	DATE SUBMITTED

EMERGENCY SOLUTIONS GRANT

OMB Number: 4040-0007
Expiration Date: 07/31/2028

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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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.

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.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Managing Director
APPLICANT ORGANIZATION City and County of Honolulu	DATE SUBMITTED

APPENDIX 8

ASSURANCES FOR CONSTRUCTION PROGRAMS

COMMUNITY DEVELOPMENT BLOCK GRANT

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

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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 interest in the title of real property in accordance with 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 nondiscrimination 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.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Managing Director
APPLICANT ORGANIZATION	DATE SUBMITTED
City and County of Honolulu	

HOME INVESTMENT PARTNERSHIPS PROGRAM

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

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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

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

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 interest in the title of real property in accordance with 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 nondiscrimination 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.

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).

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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.

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	

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.

Uniform Relocation Act and 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, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

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 Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant 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 plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan 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 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 CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having 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 (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee 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.

In addition, 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 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

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.

Subsidy layering -- 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;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish 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, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

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.

APPENDIX 10

ACRONYMS

Acronym	Full Name/Title
ACC	Annual Contributions Contract
ACOP	Admissions and Continued Occupancy Policy
ACS	American Community Survey
ADA	Americans with Disabilities Act
ADU	Accessory Dwelling Units
AHR	Affordable Housing Requirement
AI	Analysis of Impediments
AIDS	Acquired Immune Deficiency Syndrome
ALICE	Asset Limited, Income Constrained, Employed
AMI	Area Median Income
AMP	Asset Management Project
AP	Action Plan
ARCH	Adult Residential Care Homes
ARRA	American Recovery & Reinvestment Act
ATSDR	Agency for Toxic Substances and Disease Registry
BFS	Department of Budget and Fiscal Services
CAD	Community Assistance Division
CAPER	Consolidated Annual Performance and Evaluation Report
CARF	Commission for Accreditation of Rehabilitation Facilities
CATV	Cable Television
CBDD	Community Based Development Division
CDBG	Community Development Block Grant
CDC	Centers for Disease Control and Prevention
CEDS	Comprehensive Economic Development Strategy
CEP	Community Eligibility Provision
CES	Centralized/Coordinated Entry System
CFD	Community Facility District
CHAS	Comprehensive Housing Affordability Strategy
CIP	Capital Improvement Project
CITY	City and County of Honolulu
CNI	Choice Neighborhood Initiative
CoC	Continuum of Care
ConPlan	Consolidated Plan
CPD	Community Planning and Development
CPP	Citizen Participation Plan
DBEDT	Department of Business, Economic, Development and Tourism
DCCA	Department of Commerce and Consumer Affairs
DCS	Department of Community Services
DEM	Department of Emergency Management
DFM	Department of Facility Maintenance
DHHL	Department of Hawaiian Home Lands
DHLM	Department of Housing and Land Management
DHS	Department of Human Services
DIT	Department of Information Technology
DLIR	Department of Labor and Industrial Relations

Acronym	Full Name/Title
DLM	Department of Land Management
DLNR	Department of Land and Natural Resources
DOE	Department of Education
DOH	Department of Health
DPP	Department of Planning and Permitting
DTHHS	Division of Toxicology and Human Health Sciences
DV	Domestic Violence
EDA	Economic Development Administration
ELI	Extremely low-income
EMS	Emergency Medical Services
EOC	Emergency Operations Center
ESG	Emergency Solutions Grants
FCC	Federal Communications Commission
FGU	Federal Grants Unit
FMR	Fair Market Rent
FQHC	Federally Qualified Health Care Clinics
FSS	Family Self-Sufficiency
FUP	Family Unification Program
GHP	Gregory House Programs
GIS	Geographic Information Systems
GRASP	Geospatial Research, Analysis and Services Program
H2	Healthcare and Housing (H2) Systems Integration Initiative
H4	Hawaii Homeless Healthcare Hui
HAMFI	HUD Area Median Family Income
HAP	Housing Assistance Payment
HAR	Hawaii Administrative Rule
HART	Honolulu Area Rapid Transit
HAs	Housing Agencies
HCDA	Hawaii Community Development Authority
HCV	Housing Choice Voucher
HEARTH	Homeless Emergency Assistance and Rapid Transition to Housing
HELP	Health, Efficiency, Long-term Partnerships
HERA	Housing and Economic Recovery Act
HHFDC	Hawaii Housing Finance Development Corporation
HHPS	Hawaii Housing Planning Study
HIC	Housing Inventory Count
HICH	Hawaii Interagency Council on Homelessness
HIV	Human Immunodeficiency Virus
HMA	Housing Market Area
HMIS	Homeless Management Information System
HOME	HOME Investment Partnerships
HOPWA	Housing Opportunities for Persons With AIDS
HPD	Honolulu Police Department
HPHA	Hawaii Public Housing Authority
HSUR	Homeless Service Utilization Report

Acronym	Full Name/Title
HTF	National Housing Trust Fund
HUD	U.S. Department of Housing and Urban Development
ICF	Intermediate Care Facilities
IDIS	Integrated Disbursement and Information System
IHS	Institute for Human Services
KPHC	Kalihi-Palama Health Center
LBP	Lead-Based Paint
LEAD	Law Enforcement Assisted Diversion
LEP	Limited English Proficiency
LIHTC	Low-Income Housing Tax Credit
MDO	Office of the Managing Director
MFI	Median Family Income
MHK	Mental Health Kokua
MI	Moderate-income
MSA	Metropolitan Statistical Area
NCO	Neighborhood Commission Office
NCQA	National Committee for Quality Assurance
NOFA	Notice of Funding Availability
NRSA	Neighborhood Revitalization Strategy Area
NTIA	National Telecommunications and Information Administration
PATH	Projects for Assistance to Transition from Homelessness
PCMH	Patient-Centered Medical Home
PHA	Public Housing Agency
PHAS	Public Housing Assessment System
PHOCUSED	Protecting Hawaii's Ohana, Children, Under-Served, Elderly, and Disabled
PIC	Partners in Care - Oahu's Continuum of Care
PIC-NG	PIH (Public and Indian Housing) Information Center - Next Generation
PIH	Office of Public and Indian Housing
PIHIC	PIH Information Center
PIT	Point-in-Time
PLWH	People Living with HIV
R.A.	Reasonable Accommodation
RAD	Rental Assistance Demonstration
REAC	Real Estate Assessment Center
REO	Real Estate Owned
RHRF	Rental Housing Revolving Fund
RTW	Rent To Work Program
SEMAP	Section Eight Management Assessment Program
SAT	Special Action Team on Affordable Housing
SIA	Spectrum Internet Assist
SMI	Serious Mental Illness
SRO	Single Room Occupancy
SSI	Supplemental Security Income
STRMU	Short-Term Rent, Mortgage, and Utility
SVI	Social Vulnerability Index
TBRA	Tenant-Based Rental Assistance

Acronym	Full Name/Title
TIF	Tax Increment Financing
TLP	Therapeutic Living Program
TOD	Transit-Oriented Development
UFAS	Uniform Federal Accessibility Standards
UHERO	University of Hawaii Economic Research Organization
USICH	U.S. Interagency Council on Homelessness
VA	Department of Veterans Affairs
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women's Act
VI-SPDAT	Vulnerability Index and Service Prioritization Decision Assistance Tool
VLIL	Very Low-Income Limits
VRU	Vacation Rental Units
WDC	Workforce Development Council
WIC	Women, Infants and Children