House District(s) _44 THE TWENTY-N	INTH LEGISLATURE	
APPLICATIO	Log No:	
Senate District(s) _21 CHAPTER 42F , HAV	For Legislature's Use Only	
Type of Grant Request:	ı	E-many, and a second se
GRANT REQUEST - OPERATING	☑ GRANT REQUEST	-CAPITAL
"Grant" means an award of state funds by the legislature, by activities of the recipient and permit the community to benef		ent, to support the
"Recipient" means any organization or person receiving a gr	rant.	
STATE DEPARTMENT OR AGENCY RELATED TO THIS REQUEST (LEAVE BLANK IF	unknown):	
STATE PROGRAM I.D. NO. (LEAVE BLANK IF UNKNOWN):		
APPLICANT INFORMATION: Legal Name of Requesting Organization or Individual:	2. CONTACT PERSON FOR MATTERS INVOLVING	THIS APPLICATION:
Alternative Structures International	Name Sue Austin	makalan da kalan da 1980 ya 19
Dba: Kahumana	Title Development Officer	
Street Address:	Phone # 808-380-2277	
86-660 Lualualei Homestead Road Mailing Address:	Fax # <u>808-696-6608</u>	
<u>Waianae, HI 96792</u>	E-mail saustin@asi-hawaii.org	
3. Type of business entity:	6. DESCRIPTIVE TITLE OF APPLICANT'S REQUES	
Non profit Corporation Incorporated in Hawaii For profit Corporation Incorporated in Hawaii Limited Liability Company Sole Proprietorship/Individual Other	CONSTRUCTION PROJECT TO BUILD KAHUMANA TRAINING KITCHEN FOR HOMELESS, UNEM INCOME ADULTS IN LEEWARD OAHU	A COMMUNITY
4. FEDERAL TAX ID #:	7. AMOUNT OF STATE FUNDS REQUESTED: FISCAL YEAR 2019: \$2,949,123.00	
EXISTING SERVICE (PRESENTLY IN OPERATION) STA FED COL	ECIFY THE AMOUNT BY SOURCES OF FUNDS	S AVAILABLE
PHILIP G. HARMON - CEO.	JANUARY 16,	i, 2018

Rev 11/21/17

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Application for Grants

Please check the box when item/section has been completed. If any item is not applicable to the request, the applicant should enter "not applicable".

I. Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the request in such a way as to provide the State Legislature with a broad understanding of the request. Please include the following:

1. X A brief description of the applicant's background;

Alternative Structures International (dba **Kahumana**) is a 501(c)(3) nonprofit based in Waianae on the island of Oahu. Since its establishment in 1974, Kahumana has integrated social services with training venues and social ventures that work toward three goals:

- 1) ENDING LOCAL FAMILY HOMELESSNESS Kahumana operates Hawaii's largest Transitional Shelter Program for homeless families with children. The Program serves over 1,000 individuals per year at two sites (in Waianae and Maili) along Oahu's Leeward Coast.
- 2) PROVIDING SERVICES FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES AND/OR AUTISM Kahumana's Medicaid-funded services include day programs and community-based personal assistance.
- 3) LOWERING HAWAII'S DEPENDENCE ON IMPORTED FOOD Kahumana Organic Farm harvests over 20 tons of produce per year for a Community Supported Agriculture Program, café, farm stand, local restaurants, and Waianae Farmers' Market. It also supplies produce for Kahumana's Kitchen Training Program, which delivers over 1,100 meals per school day to underprivileged children at 30 Leeward Oahu schools and programs.

Kahumana has been recognized for outstanding service to the community. In November 2016, the Honolulu City Council presented a certificate to one of Kahumana's founders, Father Philip Harmon, for his service to the poor and vulnerable and for improving the quality of life in Leeward Oahu. In 2015, Kahumana was selected by the Hawaii Community Foundation as one of eight nonprofit organizations to participate in its HousingASAP program. The previous year, Cades Schutte presented Kahumana with the Cades Foundation Nonprofit Leadership Award. Kahumana also received the Best Non-Profit of the Year Award at the 2006 Annual Convention of the Council for Native Hawaiian Advancement, and was named the "Best of the Best" by the U.S. Department of Housing and Urban Development (HUD) in 2000.

2. X The goals and objectives related to the request;

This is a capital project to build KAHUMANA COMMUNITY TRAINING KITCHEN. The overall goals of this project are to retain and expand Kahumana's Kitchen Training Program by building a larger facility at a site that is under Kahumana's long-term control.

The Program's current kitchen is located within a shelter in Maili that is operated by Kahumana and owned by the Department of Hawaiian Homelands (DHHL). This shelter will revert back to DHHL when the lease ends in October 2018. Kahumana is in discussions with DHHL to rent the kitchen space when the lease ends, however, they will probably allow such an arrangement for only a few years.

The proposed site for the new kitchen is at Kahumana's other transitional shelter, called Ohana Ola 'O Kahumana (Ohana Ola), in Waianae. Ohana Ola's Tax Map Key is 8-6-006:001. (See attached Regional Location Map.)

This site offers several advantages:

- 1) LONG-TERM SITE CONTROL: Kahumana has a lease for the property from the City and County of Honolulu (City) to 2054. Kahumana intends to buy the property when the lease expires.
- 2) WALKING DISTANCE TO THE SHELTER and SUFFICIENT AMOUNT OF ACCESSIBLE LAND: The shelter occupies about half of the 12-acre property. The kitchen will be built on part of the remaining undeveloped land and will be connected to the shelter by a short footbridge.
- 3) CLOSE PROXIMITY TO KAHUMANA'S FARMS: Kahumana has one organic farm that is adjacent to Ohana Ola, another that is opening up farther up the road, and one that is planned for the remaining undeveloped land at Ohana Ola. These farms will contribute a steady supply of fresh produce and eggs to the new kitchen and offer innumerable opportunities to teach Trainees about the farm-to-table process.

Further, the proposed kitchen will be large enough to accommodate more Trainees, both physically and financially. The new facility will be 3,000 square feet, which is approximately twice the size of the current kitchen, and will be designed and equipped to maximize efficiency. This increased capacity will allow the Program to accept additional requests for meal contracts (from organizations such as Head Start and Honolulu Community Action Program), which have been declined in the past due to physical limitations. In the new kitchen, production is anticipated to double in four years, from the current 1,100 meals/day to 2,200 meals/day. The increased income stream is expected to sustain additional Trainee positions along with the new facility's projected operating budget.

Once the Kitchen Training Program has moved into the new facility, its objectives will be two-fold:

- 1. Increase the number of participants to 40 paid, part-time (19 hours/week), temporary Kitchen Trainees per year. This target is approximately twice the highest number of Trainees in previous years; the numbers have fluctuated depending on the availability of funds to pay for Trainees' wages. Kahumana's Employment Specialist and Human Resources Coordinator will recruit and coach Trainees as described in Section I.4. below. Additionally, a full-time Clerk position will be created to assist the Kitchen Manager with scheduling Trainees and staff for two-to-three shifts per day.
- 2. Prepare Kitchen Trainees to secure jobs in the larger community in 3-to-6 months. Trainees will learn the basics of food safety and sanitation, housekeeping and janitorial duties, dishwashing, and food preparation and processing. Successful Trainees will be qualified to work at small restaurants or fast-food establishments, or in housekeeping or janitorial positions. They may also decide to pursue further culinary education in order to secure higher-paying jobs in up-scale restaurants. When they are ready to move on, the Employment Specialist will help Trainees prepare for job interviews and create resumes that list their newly acquired skills, work experiences, and references. Trainees also will be assisted by Kahumana's Job Coordinator, who is developing relationships with employers that are seeking entry-level workers. (See attached Kitchen Training Program.)
- 3. X The public purpose and need to be served;

KAHUMANA COMMUNITY TRAINING KITCHEN is needed to address Oahu's homeless crisis, which is particularly acute among families in Leeward Oahu. According to the 2017 Hawaii Homeless Point-in-Time Count, the Waianae Coast had significantly higher percentages of Unsheltered Homeless Family Households (36%) and Family Individuals (39%) than the island's six other regions; the next highest percentages were 17% and 15%, respectively.

Kahumana is working to reduce this problem through its Transitional Shelter Program for homeless families. Two sites in Waianae and Maili accommodate a total of 122 families with minor, dependent children. The Program focuses on helping families secure permanent housing as quickly as possible. Permanent housing, however, requires steady employment, which is often a family's biggest hurdle.

Approximately 34% of the able-bodied adults in Kahumana's Transitional Shelter Program are unemployed. These individuals may have low academic acheivement, few job skills, or little or no work experience. Other obstacles include difficulty adjusting to structured work environments or reluctance to take on new responsibilities.

Fortunately, Kahumana's Kitchen Training Program is proving effective in getting clients job-ready. The Kitchen Manager, Patricia York, has trained over a hundred unemployed or extremely low-income adults since 2009. She has seen how people without job skills and little or no work experience can make remarkable progress, given the right environment and support. In the past two years, the Program has had 25 Trainees, 19 of whom have thus far found permanent jobs. They hold various positions, from kitchen help to cashier, at Longs, Lahaina Chicken Company, Korean BBQ, Home Depot, Goodwill, Walmart, and the Kitchen Training Program itself.

Homeless families in Leeward Oahu cannot afford to lose this job-training resource. Building Kahumana Community Training Kitchen will ensure the continuation, and expansion, of a program that prepares unemployed adults to become income-earners for their households.

4. X Describe the target population to be served; and

The primary target population for this project will be the adults living at Ohana Ola Transitional Shelter. At any given time, 48 families who were homeless or at-risk of homelessness live at Ohana Ola. Entry qualifications include having at least one dependent child under age 19 and a median family income that does not exceed 50% of the Area Median Income as defined by HUD.

Families at Ohana Ola agree to develop and follow a Service Plan that will lead to self-sufficiency and permanent housing in three-or-more months. They are assisted by Case Managers, an Employment Specialist, a Job Coordinator, and Housing Specialists, and are supported with childcare and financial counseling. Adults are encouraged to participate in job-training opportunities at Kahumana's farm, café, retreat center, and current small commercial kitchen. Once the new Kahumana Community Training Kitchen is completed, they will have access to double the number of Trainee positions at a facility that is within walking distance from the shelter.

The secondary target population will be clients from other programs for people in need, including:

- -- State of Hawaii Supporting Employment Empowerment Program (a welfare-to-work service)
- -- U.S. Vets Waianae Civic Center Pai'olu Hai'aulu transitional housing
- -- Kahumana Learning Center (a Medicaid-funded program for people with developmental disabilities and autism)

Finally, any remaining Trainee openings will be offered to unemployed or low-income individuals from Leeward Oahu's general population, which is estimated at 48,300. The Leeward Coast is a depressed area with high rates of unemployment. According to a recent U. S. Census report, Leeward Oahu contained 7 of the state's top 20 Census tracts with the highest civilian unemployment rates. (Hawaii State Data Center, *Highlights of the 2012-2016 American Community Survey 5-Year Data for Hawaii*, Table 3, December

7, 2017.) Kahumana's Human Resources Coordinator will be responsible for recruiting Trainees from the general population and ensuring that they qualify under HUD's definition of "low- and moderate-income persons."

5. X Describe the geographic coverage.

KAHUMANA COMMUNITY TRAINING KITCHEN will serve Leeward Oahu, which the U. S. Census identifies as the "Waianae Census County Division." It includes the Census Designated Places of Nanakuli, Maili, Waianae, Makaha and Makaha Valley.

II. Service Summary and Outcomes

The Service Summary shall include a detailed discussion of the applicant's approach to the request. The applicant shall clearly and concisely specify the results, outcomes, and measures of effectiveness from this request. The applicant shall:

1. X Describe the scope of work, tasks and responsibilities;

KAHUMANA COMMUNITY TRAINING KITCHEN is being developed in two phases: Planning & Design followed by Construction. **This State GIA project involves the Construction Phase**.

The new kitchen will be constructed on approximately one acre of undeveloped land within the Ohana Ola parcel. The lot's Tax Map Key is 8-6-006:001. It is a flag lot with two entrances and street addresses: 86-704 Lualualei Homestead Road and 86-433 Kuwale Road, Waianae, HI 96792. (See attached Regional Location Map.)

Construction will begin with Kahumana hiring a General Contractor through the bid process required by State procurement standards. The General Contractor will pick up the approved permits and plans, secure the necessary bonds, implement the mitigation measures specified in the Environmental Assessment, and ensure that the project passes all inspections. He/she will be responsible for the utility and site improvements, the building shell and interior, and equipment and furnishings.

Components of the project will include:

- 1. A 3,000 square foot commercial community training kitchen
- 2. A footbridge connecting the kitchen to the shelter
- 3. A dedicated driveway off Kuwale Road
- 4. An on-site loading area for the kitchen
- 5. Twelve parking stalls
- 6. A grease trap and septic system (the area is not reached by the municipal sewer system)
- 7. Installation of a ¾ inch water meter for a fire sprinkler
- 8. Installation of an electricity meter

The Architect of Record will be responsible for Construction Administration. He/she will work closely with the General Contractor and Project Coordinator to ensure that the project is built according to the approved drawings, budget, and timeline.

This project will also involve precautionary archaeological monitoring for work below 3.5 feet. The monitoring will be required by the State Historic Preservation Division (SHPD) due to the presence of a historic ditch in the project area. An Archaeological Consultant will conduct the monitoring according to an Archaeological Monitoring Plan that will have been accepted by SHPD prior to the start of construction. The Consultant will then submit a report to SHPD when the monitoring is completed.

The Project Coordinator will serve as the primary contact person for everyone working on the project. She will orchestrate the bid process to hire the General Contractor, facilitate the archaeological monitoring, and communicate regularly with the Architect of Record to track construction progress and discuss change orders. She will work with the Finance Director to manage the project budget and process payments. She will keep the Executive Director apprised of the project's progress and notify him of potential issues. She will also prepare reports and ensure that Kahumana fulfills the terms of contracts with the State, the General Contractor, Architect of Record, and other entities involved in the project.

In addition, the following milestones have been accomplished since the Planning and Design Phase began in March 2014:

- 1. The DEPARTMENT OF COMMUNITY SERVICES (DCS), which administers the City's lease for the Ohana Ola property, issued a conditional letter of approval to proceed with this project on June 17, 2015.
- 2. The WAIANAE COAST NEIGHBORHOOD BOARD voted unanimously to support this project at their meeting on July 5, 2016.
- 3. A FINAL ENVIRONMENTAL ASSESSMENT that satisfied the Hawaii Environmental Protection Act was published by the Office of Quality Control on Oct. 23, 2016, with a "Finding of No Significant Impact."
- 4. An ARCHAEOLOGICAL INVENTORY SURVEY was accepted by SHPD on Mar. 31, 2017, with proposed mitigation of archaeological monitoring as a precaution, due to the presence of a historic ditch in the project area.
- 5. The CITY COUNCIL voted unanimously to approve this project and accompanying exemptions in Resolution 17-176, CD1, on July 12, 2017. The Resolution allows the kitchen project to be built in an agricultural zone. (See attached Resolution and draft Development Agreement.)

- 6. SHPD concurred with the City's determination that there will be NO ADVERSE EFFECT TO HISTORIC PROPERTIES resulting from this project, in a letter dated Oct. 18, 2017.
- 7. To date, Kahumana has raised \$90,000.00 from outside sources and invested \$86,137.51 of unrestricted funds in this project.
- 2. X Provide a projected annual timeline for accomplishing the results or outcomes of the service;

This Construction Project will begin once all construction funds have been raised, permits and plans have been approved, including the Archaeological Monitoring Plan, and bid documents to hire the General Contractor are ready. The 12-month timeline is projected as follows:

1st Quarter

BEGIN STATE GIA-FUNDED PORTION OF THE PROJECT

- Conduct bid process and hire General Contractor
- Gen. Contractor: pick up permits, obtain bonds, order equipment, hire subcontractors
- Federal labor standards training (if applicable)
- Utility & Site Improvements (60% completion)
- Building Shell (20% completion)
- Archaeological Monitoring (50% completion)

2nd Quarter

- Utility & Site Improvements (20% completion)
- Building Shell (70% completion)
- Building Interior (40% completion)
- Archaeological Monitoring (50% completion)

3rd Quarter

- Utility & Site Improvements (10% completion)
- Building Shell (5% completion)
- Building Interior (30% completion)
- Equipment & Furnishings (50% completion)

4th Quarter

- Utility & Site Improvements (10% completion)
- Building Shell (5% completion)
- Building Interior (30% completion)
- Equipment & Furnishings (50% completion)

END STATE GIA-FUNDED PORTION OF THE PROJECT

After the 4th Quarter, final inspections will be completed and Kahumana will receive a Certificate of Occupancy. The Kitchen Training Program will then move into the new Kahumana Community Training Kitchen.

3. X Describe its quality assurance and evaluation plans for the request. Specify how the applicant plans to monitor, evaluate, and improve their results;

The Architect of Record will be responsible for Construction Administration to ensure that the project is built according to the approved plans. He/she will visit the construction site and consult with the General Contractor regularly. The General Contractor will be responsible for overseeing work on a day-to-day basis and ensuring that all inspections are satisfactorily completed and documented.

The Project Coordinator and Kahumana's Executive Director will meet regularly with the Architect of Record to discuss the construction schedule, inspections, payment requests, and change orders. These meetings will help identify and resolve potential issues. When the project has passed all final inspections, the Department of Planning and Permitting will issue a Certificate of Occupancy.

4. X List the measure(s) of effectiveness that will be reported to the State agency through which grant funds are appropriated (the expending agency). The measure(s) will provide a standard and objective way for the State to assess the program's achievement or accomplishment. Please note that if the level of appropriation differs from the amount included in this application that the measure(s) of effectiveness will need to be updated and transmitted to the expending agency.

During the State GIA period of performance, Kahumana will submit reports to the State regarding construction progress (percentages of completion as detailed in the timeline above), inspections, and grant expenditures. The reports will include photos of the project site and projected completion dates for upcoming milestones.

Upon completion of the project, Kahumana will forward a copy of the Certificate of Occupancy to the State and invite representatives from the State to tour the new facility.

Once the new kitchen is operational, Kahumana will be able to provide the State with data on the Kitchen Training Program's progress toward achieving the objectives described in Section I.2. above.

III. Financial

Budget

- 1. X The applicant shall submit a budget utilizing the enclosed budget forms as applicable, to detail the cost of the request.
 - a. Budget request by source of funds (Link) See attached.

- b. Personnel salaries and wages (Link) See attached.
- c. Equipment and motor vehicles (Link) See attached.
- d. Capital project details (Link) See attached.
- e. Government contracts, grants, and grants in aid (Link) See attached.
- 2. X The applicant shall provide its anticipated quarterly funding requests for the fiscal year 2019.

Quarter 1 Quarter 2		Quarter 3	Quarter 4	Total Grant				
\$537,351.74	\$1,019,735.38	\$685,587.51	\$706,447.85	\$2,949,122.48				

3. X The applicant shall provide a listing of all other sources of funding that they are seeking for fiscal year 2019.

The capital campaign for Kahumana Community Training Kitchen includes previous donors to the organization, Board member's prospects, and the following vendors that currently do business with the kitchen: Armstrong Produce; ChefZone; HFM Food Service; Malolo Beverage & Supplies, Ltd.; Meadow Gold; Palama Holdings, LLC; Tamura's Super Market; Hawaii Foodservice Alliance; Costco; and Sam's Club. The goal for fiscal year 2018-2019 is to raise \$192,915.71 to complete the Planning & Design Phase.

Kahumana also plans to seek funds for other programs from these sources:

- -- U.S. Department of Agriculture (USDA), Value Added Producer Grant approx. \$100,000.00
- -- Hawaii Community Foundation, FLEX Grant \$50,000.00
- 4. X The applicant shall provide a listing of all state and federal tax credits it has been granted within the prior three years. Additionally, the applicant shall provide a listing of all state and federal tax credits they have applied for or anticipate applying for pertaining to any capital project, if applicable.

None.

5. X The applicant shall provide a listing of all federal, state, and county government contracts, grants, and grants in aid it has been granted within the prior three years and will be receiving for fiscal year 2019 for program funding.

See attached Form.

6. X The applicant shall provide the balance of its unrestricted current assets as of December 31, 2017.

\$224,912.67

IV. Experience and Capability

1. X Necessary Skills and Experience

The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the request. State your experience and appropriateness for providing the service proposed in this application. The applicant shall also provide a listing of verifiable experience of related projects or contracts for the most recent three years that are pertinent to the request.

Requirements for the new kitchen's layout and equipment have been provided by Kahumana's Kitchen Manager, Patricia York. Ms. York has run Kahumana's Kitchen Training Program since 2009. Her goal is develop the Program's reputation among local employers as a source of skilled employees. Ms. York provides Kitchen Trainees with on-the-job instruction as she leads the production and delivery of 1,100 meals per day. She manages the kitchen's budget and meal contracts, supervises nine regular staff members, plans menus, works with food vendors, and ensures that the kitchen fulfills all food-safety and sanitation regulations. Ms. York has a clear vision of what will be needed in the new, larger facility in order to accommodate the projected increases in Trainee positions and meal contracts.

Ms. York is working closely with a consulting architect, John Granito, to begin the design development for the new kitchen. Mr. Granito has developed projects on Oahu for 44 years, including a number of restaurant facilities. He was selected because of his success with previous Kahumana projects. Mr. Granito modified the original project cost estimates from J. Uno & Associates Construction Cost Consultants in order to provide the cost estimates for the current design. (See attached Project Site Plan, Kitchen Site Plan, Kitchen Floor Plan, and Kitchen Elevations.)

Verifiable Experience of Related Projects:

1. Community Development Block Grant (CDBG) for \$680,400.00

Contract No. CT-DCS-1400207

Ohana Ola O Kahumana, Phase I Renovation Project

Completed April 15, 2017

This project involved plumbing and septic system renovations for the 14 units that comprise Phase I of Ohana Ola Transitional Shelter. The new septic system required the installation of two 4,000 gallon septic tanks and two 24 feet by 90 feet leach fields. The project was successfully completed within the project budget by the amended deadline.

2. <u>Kahumana Solar Project</u> – A Collaboration with Norm Gentry, Ted Peck & Kama'aina Solar

Completion Date: Nov. 30, 2017

This innovative project is providing solar power for Ohana Ola and Kahumana's main campus (located at 86-660 Lualualei Homestead Road, Waianae, HI 96792). Kahumana is purchasing solar energy from Kuwale PNL, LLC, which installed photovoltaic systems at both sites. The new systems are expected to save more than \$60,000.00 in electricity costs annually.

Further, Kahumana is highly qualified to run the Kitchen Training Program once it has moved into the new facility. The Program has proven successful in preparing Trainees to join the workforce as well as in producing a reliable income stream from meal contracts. It is one of several job-training social ventures that are incorporated into Kahumana's Transitional Shelter Program to help end local family homelessness.

Kahumana also has the perfect site for the new kitchen at Ohana Ola. The lot has a long-term lease and ample undeveloped space alongside the transitional shelter. This will make the Kitchen Training Program easily accessible for shelter clients who do not own cars or cannot afford bus fare.

Not surprisingly, this project has received strong community support. Senator Maile Shimabukuro, Representative Cedric Gates, and Councilmember Kymberly Pine have all written letters of endorsement (see attached). The Honolulu City Council and Waianae Coast Neighborhood Board also gave the project unanimous votes of support.

2. X Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the request. If facilities are not presently available, describe plans to secure facilities.

The existing facility being used by the Kitchen Training Program is located within Ulu Ke Kukui Transitional Shelter in Maili, which serves 74 families with minor children. The kitchen is approximately 1,500 square feet and connected to a cafeteria-style dining area. The back of the dining area serves as additional storage and office space. This kitchen is barely large enough to produce 1,100 meals per day. Space at each station is tight and the built-in configuration is inefficient. Workers struggle to prepare meals and load them into warmers that are transported in delivery vans. This cramped situation has forced Kahumana to decline requests for additional meal contracts that could have paid for more Trainees.

Kahumana is thus planning to build Kahumana Community Training Kitchen – a larger, efficiently designed facility at Ohana Ola. The project is being developed in two phases: Planning & Design followed by Construction. The budget for Planning & Design is \$369,053.22, of which Kahumana has thus far raised \$176,137.51. Fund-raising efforts are underway to raise the remaining balance, which will enable Kahumana to hire an Architect of Record to complete the Planning & Design Phase with a team of engineers.

The Construction Phase will begin once the construction budget of \$2,949,123.00 has been raised, permits and plans have been approved, and bid documents to hire the General Contractor are ready. Kahumana is asking for a Grant-in-Aid to fund the Construction Phase.

V. Personnel: Project Organization and Staffing

1. X Proposed Staffing, Staff Qualifications, Supervision and Training

The applicant shall describe the proposed staffing pattern and proposed service capacity appropriate for the viability of the request. The applicant shall provide the qualifications and experience of personnel for the request and shall describe its ability to supervise, train and provide administrative direction relative to the request.

Proposed Staffing Pattern:

This project will be supervised by Executive Director, Tom McDonald. He will meet regularly with the Project Coordinator, Architect of Record, and Finance Director to assess progress and resolve potential issues. He will also keep the Chief Executive Officer, Father Philip Harmon, and the Board of Directors informed of the project's progress. His approval will be required for all payment requests and change orders.

The Architect of Record will closely monitor the activities of the General Contractor to ensure that the project is built according to the approved plans. The Architect will approve the General Contractor's requests for payment prior to submitting them to Kahumana. If the General Contractor proposes change orders, the Architect will consult with the Executive Director and Project Coordinator to determine whether the changes can be made within the project's budget and timeframe.

The Project Coordinator's responsibilities will be assumed by Kahumana's Development Officer, Susan Austin. Ms. Austin will coordinate the bid process to hire the General Contractor, manage the project budget, interview workers to comply with Federal labor standards, prepare reports, and serve as a liaison to the Archaeological Consultant. She will also work closely with the Architect of Record, the State, and Kahumana's personnel to ensure the timely processing of payments, change orders, and other documents.

Finance Director, Bertman Lee, will ensure the proper handling and recording of all project-related funds. He will provide Mr. McDonald and Ms. Austin with regular reports on the status of the project budget.

Staff Qualifications:

TOM MCDONALD, EXECUTIVE DIRECTOR, has been at the helm of Kahumana since 2012. During this time, he has overseen the CDBG-funded septic/plumbing renovation at Ohana Ola Phase I and the Kahumana Solar Project (described above). Mr.

McDonald is very knowledgeable about Oahu's homeless crisis and the need for jobtraining opportunities among homeless and other disadvantaged adults. He chairs the Planning Committee of Partners in Care (PIC), which is a planning, coordinating, and advocacy alliance of public, private, and nonprofit organizations and homeless/formerly homeless persons working to fill the needs of homeless persons on Oahu. As Kahumana's Executive Director, he is responsible for 100 employees and a \$5.4 million annual budget.

SUSAN AUSTIN, DEVELOPMENT OFFICER, will serve as the PROJECT COORDINATOR for the Construction Phase of the Kitchen. Ms. Austin provided administrative coordination for both the CDBG-funded septic/plumbing renovation at Ohana Ola Phase I and the Kahumana Solar Project. She is experienced in selecting contractors through an open bid process, interviewing workers to comply with Federal labor standards, and working closely with the Architect of Record, the City, and Kahumana's personnel to ensure the timely processing of payments, change orders, and other documents. Her day-to-day responsibilities include fund-raising, writing grant proposals and reports, providing administrative support to the Executive Director and Board of Directors, as well as assisting in the Accounting Department.

PATRICIA YORK, KITCHEN MANAGER, worked her way up from volunteering for the kitchen at Ulu Ke Kukui to becoming the Kitchen Manager in 2009. She is credited with building the kitchen's reputation and increasing its meal contracts. Ms. York holds several certifications: she is annually certified as a Hawaii Food Handler by the State of Hawaii, certified by Serv Safe (a well-respected company in the food industry), and certified in first aid/CPR. She has also received training from the USDA Child Nutrition Programs and Hawaii Child Nutrition Programs, and is a member of the National Child and Adult Care Food Program (CACFP) Association.

BERTMAN LEE, FINANCE DIRECTOR, is a licensed certified public accountant, not in public practice. He oversees all of Kahumana's finances, including multiple grants and contract-related funds.

2. X Organization Chart

The applicant shall illustrate the position of each staff and line of responsibility/supervision. If the request is part of a large, multi-purpose organization, include an organization chart that illustrates the placement of this request.

See attached.

3. X Compensation

The applicant shall provide the annual salaries paid by the applicant to the three highest paid officers, directors, or employees of the organization by position.

Finance Director - \$59,400.00 Executive Director - \$57,200.00 Development Officer - \$42,500.00

VI. Other

1. X Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgement. If applicable, please explain.

No pending litigation.

2. X Licensure or Accreditation

The applicant shall specify any special qualifications, including but not limited to licensure or accreditation that the applicant possesses relevant to this request.

The kitchen currently being used by the Kitchen Training Program at Ulu Ke Kukui Transitional Shelter is certified by the Department of Health Food Safety Program. The kitchen is also in compliance with USDA and CACFP rules.

3. X Private Educational Institutions

The applicant shall specify whether the grant will be used to support or benefit a sectarian or non-sectarian private educational institution. Please see <u>Article X. Section 1. of the State Constitution</u> for the relevance of this question.

Not applicable.

4. X Future Sustainability Plan

The applicant shall provide a plan for sustaining after fiscal year 2018-19 the activity funded by the grant if the grant of this application is:

- (a) Received by the applicant for fiscal year 2018-19, but
- (b) Not received by the applicant thereafter.

This request is to fund the Construction Phase of the project. If the full request is approved, Kahumana will be able to complete Kahumana Community Training Kitchen without additional fund-raising efforts. If more funds will be needed to complete the Construction Phase, Kahumana will approach foundations that have contributed large grants in prior years.

Once the new Kitchen is completed, the Kitchen Training Program will move in and begin increasing meal production. In four years, the Program is projected to double its income from meal contracts and become financially self-sustaining.

5. X Certificate of Good Standing (If the Applicant is an Organization)

If the applicant is an organization, the applicant shall submit one (1) copy of a certificate of good standing from the Director of Commerce and Consumer Affairs that is dated no earlier than December 1, 2017.

See attached.

6. X Declaration Statement

The applicant shall submit a declaration statement affirming its compliance with Section 42F-103, Hawaii Revised Statutes. (Link)

See attached.

7. X Public Purpose

The applicant shall specify whether the grant will be used for a public purpose pursuant to Section 42F-102, Hawaii Revised Statutes. (Link)

Yes, the grant will be used for a public purpose pursuant to Section 42F-102, HRS.

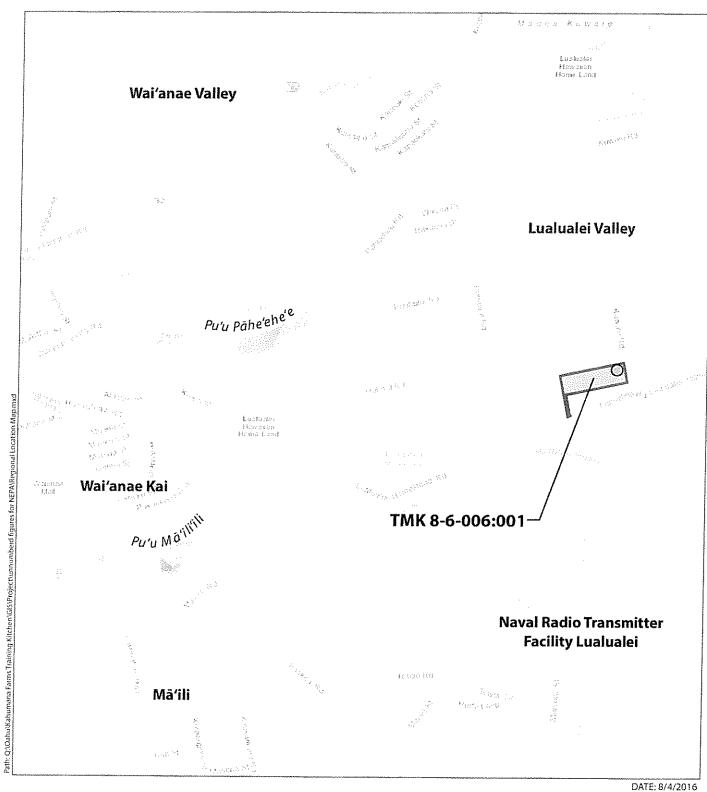
2018GIAPages1-4 NARRATIVE 01-18-18.doc

Applicant: Alternative Structures International (dba Kahumana)

STATE GIA Period: July 1, 2018 to June 30, 2019

ATTACHMENTS

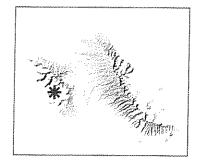
- 1. Regional Location Map
- 2. Kitchen Training Program
- 3. Honolulu City Council Resolution 17-176, CD1 and draft Development Agreement
- 4. Form: BUDGET REQUEST BY SOURCE OF FUNDS
- 5. Form: BUDGET JUSTIFICATION PERSONNEL SALARIES AND WAGES
- 6. Form: BUDGET JUSTIFICATION EQUIPMENT AND MOTOR VEHICLES
- 7. Form: BUDGET JUSTIFICATION CAPITAL PROJECT DETAILS
- 8. Form: GOVERNMENT CONTRACTS, GRANTS, AND/OR GRANTS IN AID
- 9. Project Site Plan
- 10. Kitchen Site Plan
- 11. Kitchen Floor Plan
- 12. Kitchen Elevations
- 13. Letter of Support: Senator Maile Shimabukuro
- 14. Letter of Support: Representative Cedric Gates
- 15. Letter of Support: Councilmember Kymberly Pine
- 16. Organization Chart
- 17. Certificate of Good Standing (from DCCA, dated no earlier than Dec. 1, 2017)
- 18. Declaration Statement



LEGEND

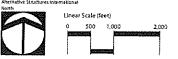
0 Project Site

Ohana Ola 'O Kahumana Community



Regional Location Map

Kahumana Community Training Kitchen





Source: ESRI Online Basemaps.

Disclaimer: This graphic has been prepared for general planning purposes only and should not be used for boundary interpretations or other spatial analysis.

KAHUMANA COMMUNITY TRAINING KITCHEN

at Ohana Ola 'O Kahumana Transitional Shelter for Homeless Families KITCHEN TRAINING PROGRAM

Updated January 12, 2018

PURPOSE

When completed, Kahumana Community Training Kitchen will provide approximately 40 paid, part-time, temporary Kitchen Trainee positions annually. The positions will be available to adult members of families staying at Ohana Ola 'O Kahumana Transitional Shelter, or others who are unemployed or low-income. The length of their training may range from 3-to-6 months, depending on their abilities and previous work experience.

ON-THE-JOB TRAINING

Trainees will learn the following tasks by observing staff demonstrations and working in the kitchen under staff supervision. Most of these practices are transferrable to other commercial kitchens.

A. FOOD SAFETY AND SANITATION

- Procedures for washing hands and putting on/changing gloves and aprons
- Safe food temperatures for holding, cooking, and cooling down
- Food labeling
- Maintaining a sanitizer chart, refrigerator and freezer logs, and food temperature logs
- Using color-coded rags and a 3-compartment sink

B. HOUSEKEEPING AND JANITORIAL DUTIES

- Procedures for using cleaning supplies, tools, and color-coded rags
- Cleaning bathrooms and reach-in/walk-in coolers
- Maintaining the storage room

C. DISHWASHING

- Procedures for stacking/organizing over 1,000 pieces returned by delivery vans
- Rinsing pieces before washing
- Washing, rinsing, and sanitizing in a 3-compartment sink
- Air drying and putting away pieces

D. FOOD PREPARATION AND PROCESSING

- Specific washing and cutting steps for each type of fruit and vegetable
- Preparation steps for meats and chicken
- Food portioning according to USDA recommendations
- Preparing food for transport in delivery vans
- Using kitchen equipment and tools

E. FIRST AID AND CPR

• First Aid and CPR classes are periodically scheduled for all Kitchen personnel.

F. OPTIONAL FOOD-SAFETY CLASSES

• Trainees will be encouraged to take free food-safety classes conducted by the Department of Health.

THE NEXT STEPS

Trainees who become proficient in these tasks and develop strong work habits will be qualified to work in fast food establishments and small restaurants, and in janitorial and housekeeping positions. They will be able to add their newly acquired skills and experiences to their resumes and list the Kitchen Manager as a reference. Additionally, if a Trainee shows strong potential, Kahumana may offer to pay for his/her enrollment in the ServSafe Food Safety Certification Program, and may hire the Trainee as a regular Kitchen employee.

Completing the Kitchen Training Program will also help Trainees decide if they want to pursue careers in the food industry. If so, their basic kitchen training will help them succeed in culinary programs such as that offered by Kapiolani Community College. Eventually, after gaining more training and work experience, they could secure higher paying jobs as dishwashers, food prep workers, food expediters, hostesses, or sous chefs in five-star restaurants.

SUPPORT AND GUIDANCE

Kitchen Trainees are supported by Kahumana's Employment Specialist and a Job Coordinator. Prior to starting in the Kitchen, the Employment Specialist gives Trainees a basic orientation to prepare them for job expectations. During their training, the Employment Specialist receives feedback from the Kitchen Manager regarding each Trainee's progress. The Employment Specialist uses this feedback to help Trainees assess and improve their job performance via one-on-one meetings at least monthly, or more often if needed. When they are ready to leave the training program, the Employment Specialist guides Trainees through the process of writing resumes and applying for jobs or enrolling in additional training programs. The Employment Specialist works with the Job Coordinator, who develops relationships with local employers and other training programs so that she can recommend the most appropriate placements for Trainees.

In addition to on-the-job training opportunities, families living at Ohana Ola receive a variety of services including case management, housing, financial counseling, and childcare. This holistic approach strengthens their support systems and prepares Trainees for success.



No. <u>17-176, CD1</u>

RESOLUTION

AUTHORIZING EXEMPTIONS FROM CERTAIN REQUIREMENTS RELATING TO THE ADDITION OF ACCESSORY USES AND STRUCTURES TO THE OHANA OLA O KAHUMANA PROJECT AT LUALUALEI, OAHU, HAWAII, TAX MAP KEY 8-6-006: 001.

WHEREAS, Alternative Structures International ("Kahumana") proposes to develop a commercial community training kitchen, and other accessory structures, including solar panels, a footbridge, a dedicated driveway and on-site loading area for the training kitchen, and 12 parking stalls, on an undeveloped portion of the existing Ohana Ola O Kahumana transitional affordable housing site, which is a 12.382 acre parcel currently zoned AG-1 Restricted Agricultural District, owned by the City and located in Lualualei, Waianae, Oahu, identified as Tax Map Key 8-6-006: 001 (the "Project"); and

WHEREAS, on August 9, 1989, the City Council authorized exemptions from certain planning, zoning, and development standards pursuant to Chapter 201E-210 of the Hawaii Revised Statutes ("HRS") for the Kahumana Transitional Housing Project ("Phase 1"), by the adoption of Resolution No. 89-351; and

WHEREAS, on October 18, 2000, the City Council authorized exemptions from certain planning, zoning, and development standards pursuant to HRS Section 201H-38, for the Ohana Ola O Kahumana Phase II, Transitional Housing Project ("Phase 2") by the adoption of Resolution 00-198, CD1; and

WHEREAS, Phases 1 and 2 (collectively referred to as "Ohana Ola O Kahumana") are located on the Project site and now consist of six one-bedroom units, 36 two-bedroom units, six three bedroom units, 80 parking spaces, and accessory structures occupying approximately 5.9 acres of the 12.382-acre Project site; and

WHEREAS, all of the Ohana Ola O Kahumana apartments are rented to households earning 80 percent or less of the area median income ("AMI") for Honolulu; and

WHEREAS, the Project's proposed commercial community training kitchen will provide job training for the residents of Ohana Ola O Kahumana and other participants in Kahumana's transitional shelter job training programs, improving their ability to successfully enter the workforce and transition to permanent housing and self-sufficiency; and



No.	<u> 17-1</u>	<u>76,</u>	CD1	enconstructural participation of Processing
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RESOLUTION

WHEREAS, the Project's proposed solar panels will generate electricity and allow Ohana Ola O Kahumana to reduce its operating expenses, and the Project's proposed footbridge will allow Ohana Ola O Kahumana residents to directly access the kitchen; and

WHEREAS, Resolution 00-198, CD1, authorized the Director of the Department of Planning and Permitting ("DPP") to execute a development agreement with Kahumana to ensure efficient implementation and monitoring of Phase II, but there is no record that the development agreement was executed or recorded; and

WHEREAS, the Project is eligible to receive consideration under the City's rules regulating implementation of HRS Section 201H-38, because the Project improvements are considered accessory uses and structures to support Ohana Ola O Kahumana, which offers at least 50 percent of its total units to households earning 80 percent or less of the AMI; and

WHEREAS, the City Council is empowered and authorized to approve the Project, which may include exemptions from statutes, ordinances, charter provisions, and rules of any government agency relating to planning, zoning, construction standards for subdivision, development and improvement of land, and the construction of units thereon pursuant to HRS Section 201H-38; and

WHEREAS, the City Council has reviewed the preliminary plans dated August 1, 2016, and outline specifications dated October 16, 2016 for the Project, prepared by John Vito Granito Architects and Associates, and submitted to the Council by the DPP on June 23, 2017, by Departmental Communication 453 (2017); and

WHEREAS, the Project is consistent with the housing and community development goals and objectives of the City; and

WHEREAS, the granting of the exemptions is necessary for the timely and successful implementation of the Project; and

WHEREAS, the Project meets the intent of HRS Chapter 201H, and the minimum requirements of health and safety; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it approves the Project, which approval includes exemptions and deferrals from certain requirements for the Project, as set forth in the preliminary plans and specifications referenced above, as generally identified below:



No. <u>17-176, CD1</u>

RESOLUTION

Land Use Ordinance ("LUO")

- 1. Exemption from LUO Section 21-3.50-4(b) and Table 21-3.1, to allow the Project and Ohana Ola O Kahumana to exceed the combined maximum building area of 10 percent of the zoning lot area. The Project and Ohana Ola O Kahumana will have a building area of 10.6 percent of the zoning lot area.
- 2. LUO Section 21-6.20 and Table 21-6.1, to allow fewer than the minimum number of required off-street parking spaces. The combined requirement for the Project and Ohana Ola O Kahumana is to provide 134 parking stalls. The Applicant is proposing to provide 92 parking stalls.

Application Fees and Infrastructure and/or Public Works Fees and Charges

- 3. Exemption from Section 14-14.4 of the Revised Ordinances of Honolulu 1990 ("ROH"), to allow an exemption from grading and grubbing permit fees, estimated at \$5,600 and \$385, respectively.
- 4. Exemption from ROH Section 18-6.1, and 18-6.2, to allow an exemption from plan review and building permit fees, estimated at \$2,783 and \$13,915, respectively.

Board of Water Supply Rules and Regulations

5. Deferral from Sections 1-102 and 2-202 (2) and 2-202(3) of the Board of Water Supply Rules and Regulations to allow deferral of payment of water system facility fees, estimated at \$19,867, and fire sprinkler meter and fire impact charges, estimated at \$3,000, until a certificate of occupancy is issued for the commercial community training kitchen.

BE IT FURTHER RESOLVED that the foregoing approval is subject to the condition that the Applicant shall promptly record in the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court, or both, as appropriate, an executed Development Agreement for Phase II in substantially the form attached to Resolution 00-198, CD1; and

BE IT FURTHER RESOLVED that this resolution is null and void unless construction of the Project commences no later than 24 months after the effective date of this resolution; and

BE IT FURTHER RESOLVED that the exemptions granted for this Project are not transferable to any other real property; and



No. <u>17-176, CD1</u>

RESOLUTION

BE IT FURTHER RESOLVED that the final plans and specifications for the Project constitute the zoning, building, construction, and subdivision standards for the Project and are approved if those plans and specifications do not substantially deviate from the preliminary plans and outline specifications submitted to the Council; provided that minor modifications to the design character of the building and/or landscaping may be approved by the DPP if such modifications are consistent with the prevailing neighborhood character; and

BE IT FURTHER RESOLVED that no action may be prosecuted or maintained against the City and County of Honolulu, its officials or employees, on account of actions taken by them in reviewing or approving the plans and specifications, or in granting the exemptions listed herein; and

BE IT FURTHER RESOLVED that the DPP Director is authorized to execute the Development Agreement substantially in the form attached hereto as Attachment 1 and made a part hereof, pursuant to the terms, conditions, and provisions approved as to form and legality by the Corporation Counsel as being necessary, advisable, or desirable for the purpose of carrying out this resolution; and



No.	17-176, CD1
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RESOLUTION

BE IT FINALLY RESOLVED that copies of this resolution be transmitted to Kathy K. Sokugawa, Acting Director, Department of Planning and Permitting, 650 South King Street, 7th Floor, Honolulu, Hawaii 96813; Gary Nakata, Director, Department of Community Services, 715 South King Street, Room 311, Honolulu, Hawaii 96813; and Tom McDonald, Executive Director of Kahumana, 86-660 Lualualei Homestead Road, Waianae, Hawaii 96792.

,	INTRODUCED BY:
	Ron Menor (br)

	And the second s
DATE OF INTRODUCTION:	
June 23, 2017	
Honolulu, Hawaii	Councilmembers

ATTACHMENT 1

DEVELOPMENT AGREEMENT

KAHUMANA COMMERCIAL COMMUNITY TRAINING KITCHEN AND ACCESSORY STRUCTURES

1. <u>DATE OF THIS AGREEMENT</u>

2. PARTIES; NOTICES

City and County of Honolulu Honolulu Hale 530 South King Street Honolulu, Hawaii 96813

With copies to:

Director

Department of Planning and Permitting

650 South King Street, 7th Floor

Honolulu, HI 96813

Director

Department of Community Services 715 South King Street, Suite 311

Honolulu, HI 96813

Alternative Structures International 86-660 Lualualei Homestead Road Waianae, Hawaii 96792

3. <u>DEFINITIONS</u>

- A. "City" means the City and County of Honolulu.
- B. "Developer" means Alternative Structures International.
- C. "City Council" means the City Council of the City and County of Honolulu.
- D. "Project Land" means the parcel of land which is identified on the tax maps as Tax Map Keys: 1-8-6-6: 1 and described in Exhibit A which is attached to this instrument and made a part of it.
- E. "Project" means the development of a commercial community training kitchen and other accessory structures, including solar panels, a

- footbridge, a dedicated driveway and on-site loading area for the training kitchen, and 12 parking stalls.
- F. "Preliminary Plans" means the preliminary plans dated August 1, 2016, and outline specifications dated October 16, 2016, prepared by John Vito Granito Architect & Associates, submitted to the City Council on June 23, 2017.
- G. "Ohana Ola O Kahumana" means the transitional affordable housing project currently located on the Project Land.
- H. "Resolution" means Resolution 17-176, CD1, adopted by the City Council on

4. RECITALS

- A. The Developer requested the City Council to exercise the authority stated in Chapter 201H-38, Hawaii Revised Statues ("HRS"), granted to the City under the provisions of Section 46-15.1, HRS, by exempting the Project from certain planning, zoning, construction standards of subdivisions, development and improvement of land, and the construction of units thereon, in order to accommodate development of the Project by the Developer on the Project Land as more particularly described in the Preliminary Plans.
- B. The City Council approved the Preliminary Plans which include the requested exemptions by its adoption of Resolution 17-176, CD1 on ______, in furtherance of and consistent with the public purpose of providing job-training opportunities for homeless, unemployed, and low-income individuals.

5. <u>DEVELOPER'S AGREEMENTS</u>

The Developer agrees with the City as follows:

- A. The Project shall include the following improvements:
 - (1) Construction of a one-story, detached, 3000-square foot building to serve as a commercial community training kitchen for a job-training program that will primarily benefit residents of Ohana Ola O Kahumana, along with other participants in transitional shelter job training programs.
 - (2) A new, dedicated driveway and on-site loading area for the training kitchen, and 12 parking stalls.

- (3) An individual wastewater treatment and disposal system.
- (4) A new pedestrian foot bridge over an existing dry ditch that separates the residential area from training kitchen, which will facilitate pedestrian access to the training kitchen.
- (5) Photovoltaic panels on the roof of the existing community center and on structures over two of the existing parking areas.
- B. The Developer shall furnish DPP evidence of a performance and payment bond provided by the general contractor that assures that the Project will be completed and completed lien free.
- C. To submit the following reports to the City subject to verification as reasonably requested by the City:
 - (1) Commencing at the start of construction and continuing on the first day of each calendar quarter (January, April, July, October) thereafter until construction of the Project is completed, a quarterly status report on the progress of the construction of the Project;
 - (2) A final report to the City summarizing the work completed within ninety (90) days after the completion of the Project; and
 - (3) An annual report commencing on a date to be agreed on by the City and the Developer pertaining to the operation of the Project and the Developer's compliance with the terms of this Agreement.
- D. The Developer shall permit representatives or agents of the City to inspect the Project during normal construction hours with reasonable prior notice to the Developer and general contractor;
- E. The Developer shall permit representatives or agents of the City to inspect Developer's records pertaining to the construction of the Project;
- F. To permit representatives or agents of the City to conduct annual inspections after completion of the Project and to monitor Developer's compliance with this Agreement and applicable laws, regulations and ordinances, and to make the following determinations:
 - (1) Whether the Developer has performed the terms of this Agreement, including but not limited to a determination verifying the income levels of participants in the kitchen training program;
 - (2) Whether the Developer has conformed to the standards of pertinent statutes, rules and regulations; and

- (3) Whether the Developer is maintaining the Developer's capacity to implement the Project and conform to the terms of this Agreement in a timely manner.
- G. The Developer shall notify the City within 24 hours or as promptly as practicable if any lender shall declare the Developer to be in default.

6. <u>CITY EXEMPTIONS</u>

The City agrees with the Developer that the exemptions granted in Resolution 17-176, CD1 shall apply to the Project.

7. CONDITION OF THE RESOLUTION

- A. If construction of the Project does not commence within 24 months after the effective date of Resolution 17-176, CD1, the exemptions granted by the resolution shall be null and void.
- B. If the Developer fails to complete construction of the Project, the exemptions granted by the resolution shall be null and void.
- C. The exemptions granted by the resolution are not transferrable to any other land or property, not specifically described in Exhibit A, attached hereto and made a part hereof.

8. <u>CITY'S RELATIONSHIP TO THE DEVELOPER AND PROJECT</u>

This Agreement shall not be construed as creating a partnership, joint venture or other agency relationship between the City and the Developer. The City is not the developer of the Project and shall not be deemed to have assumed any liability whatsoever with respect to the development, construction, ownership, management and operation of the Project.

The Developer shall defend, indemnify, and hold the City harmless from any claim or demand made by any person or entity pertaining to the Project for death, personal injury, and property damage, including attorney's reasonable fees.

9. <u>CITY'S RIGHTS AND REMEDIES</u>

The City, including the City Council, reserves all rights and remedies available to it in law or in equity if the Developer shall fail to perform any of the Developer's obligations in this Agreement and shall fail to correct such default within thirty (30) days after written notice of the default from the City or such longer time as may be reasonably necessary to effect such cure in the event that such cure cannot be reasonably accomplished within said thirty (30) day period so long as

the Developer shall commence efforts to cure within the 30-day period and diligently proceed with such cure.

10. MISCELLANEOUS TERMS

- A. <u>Amendment</u>. The provisions of this instrument may be amended only by each party executing a subsequent written instrument which states each amended provision.
- B. Binding Effect. Upon its execution by each party, this instrument shall become binding and enforceable according to its provisions. If more than one party is obligated to perform an act by any provisions stated in this instrument, those parties shall be jointly and severally liable and obligated for the performance of those acts. The rights and obligations of each party named in this instrument shall bind and inure to the benefit of each party, respectively, and the respective heirs, personal representatives, successors, and assigns of each party.
- C. <u>Applicable Law</u>. The provisions of this instrument shall be interpreted in accordance with the law of the State of Hawaii as that law is construed and amended from time to time.
- D. <u>Authorization</u>. Each party warrants to each other party that the individuals executing this instrument are authorized to do so.
- E. <u>Consent; Subsequent Agreement</u>. If subsequent consent required of any party by the provisions of this instrument is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.
- F. Construction. Each party named in this instrument acknowledges and agrees that (i) each party is of equal bargaining strength; (ii) each party has actively participated in the negotiation and preparation of this instrument; (iii) each party has consulted with their respective legal counsel and other professional advisors as each party has deemed appropriate; (iv) each party and the party's legal counsel and advisors have reviewed this instrument; and (v) each party has agreed to be bound by the terms stated in this instrument following its review and obtaining advice.
- G. <u>Counterparts</u>. This instrument may be executed by the parties in counterparts. The counterparts executed by the parties named in this instrument and properly acknowledged, if necessary, taken together, shall constitute a single instrument.
- H. <u>Dates</u>. If any dates stated in this instrument fall on a Saturday, Sunday, or legal holiday, such date shall be the next following business day.

- I. <u>Defined Terms</u>. Certain terms where they initially are used in this instrument are set off by quotation marks enclosed in parentheses and are subsequently capitalized. Those designated terms shall have the same meaning throughout this instrument, unless otherwise specifically stated or clearly inappropriate in the context.
- Force Majeure. If any party is prevented from performing its obligations stated in this instrument by any event not within the reasonable control of that party, including, but not limited to an act of God, public enemy, or war, fire, 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 in the performance of its obligations state in this instrument.

PROVIDED, HOWEVER, any party delayed by such an event shall request an extension of time to perform its obligations stated in this instrument by notifying the party to which it is obligated within ten 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 instrument shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

- K. <u>Gender; Number</u>. In this instrument, 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 the context dictates.
- L. Integration. This instrument contains all of the provisions of the agreement between the parties pertaining to the subject matter stated in this instrument. Each party acknowledges that no person or entity made any oral or written representation on which this party has relied as a basis to enter into the agreement stated in this instrument which is not included as a provision in it.
- M. Memorandum. If required by the provisions of this instrument or requested by any party, a memorandum of this instrument shall be executed by the parties, the signatures properly acknowledged by the Notary Public, and recorded in the Bureau of Conveyances/Land Court, State of Hawaii.
- N. <u>No drafter</u>. No party shall be deemed to have drafted this instrument. No provision stated in this instrument shall be construed against any party as its drafter.
- O. <u>Notice</u>. Any notice required or permitted by the provisions of this instrument to be given by a party to any other party, shall be written and

either shall be delivered personally or mailed postage prepaid by certified mail, return receipt requested, to each other party at the address and to the person designated by each party, stated below. No other method of notice shall be effective.

(1) CITY AND COUNTY OF HONOLULU:

Director
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813
Attention: Director

(2) CITY AND COUNTY OF HONOLULU:

Director
Department of Community Services
715 South King Street, Suite 311
Honolulu, HI 96813

- (3) Alternative Structures International 86-660 Lualualei Homestead Road Waianae, Hawaii 96792 Attention: Tom McDonald, Executive Director
- P. <u>Paragraph Title</u>. The titles of provisions stated in this instrument are included only for the convenience of the parties. They shall not be considered in the construction of the provisions stated in this instrument.
- Q. Required Actions by the Parties. Each party named in this instrument 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 instrument.
- R. <u>Severability</u>. If any provision stated in this instrument 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 instrument unless that effect is made impossible by the absence of the omitted provision.
- S. <u>Survival</u>. Any representation and warranty stated in this instrument made by a party shall survive the termination of the agreement stated in this instrument, unless otherwise specifically stated.

[The remainder of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the undersigned parties have signed this instrument as of the date first written above.

	DEVELOPER:
	ALTERNATIVE STRUCTURES INTERNATIONAL, a Hawaii nonprofit organization
	By [name] Its [title]
	CITY:
	CITY AND COUNTY OF HONOLULU
•	By Kathy K. Sokugawa
	Its Acting Director of the Department of Planning and Permitting
APPROVED AS TO FORM AND LEGALITY	
Ву	
Deputy Corporation Counsel of the City and County of Honolulu	-

STATE OF HAWAII)	
CITY & COUNTY OF HONO) SS. LULU)	
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	Notary Public, State of Hawai'i	
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Printed Name of Notary		Militer manufacture of the transfer

STATE OF HAWAII)	
CITY & COUNTY OF I) SS. IONOLULU)	
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	Notary Public, State of Hawai'i	
	Printed Name:	
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Printed Name of Notary		

Lualualei Homestead Road;

23682 636

Being all of Lot 146-A, a subdivision of Grant 8858 to Earnest Elbert Ethbert, being also Lot 146 and a portion of Lot 147 of the Luclualei Homesteads, Third Series. Situate at Luclualei, Waianae, Honolulu, Hawaii.

Beginning at the Northeast corner of this parcel of land, on the West side of Kuwale Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PANIEFIEE UKA" being 821.40 feet South and 6767.80 feet East, as shown on Division of Land Survey and Acquisition Parcel Map File No. 16-11-4-71, and running by azimuths measured clockwise from true South:

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6. 168 35 841.50 feet along Grant 9255 to Kapeka K. Hina;

7. 258° 35' 1300.00 feet along Grant 9912 to Gertrude Williams Gora to the point of beginning and containing an area of 12.382 acres.

Describin Compared
Sed Checked
District of Land Survey
and Augustition

CITY COUNCIL CITY AND COUNTY OF HONOLULU HONOLULU, HAWAII CERTIFICATE

RESOLUTION 17-176, CD1

Introduced:

06/23/17

Ву:

RON MENOR - BY REQUEST

Committee:

ZONING AND HOUSING

Title:

RESOLUTION AUTHORIZING EXEMPTIONS FROM CERTAIN REQUIREMENTS RELATING TO THE ADDITION OF ACCESSORY USES AND STRUCTURES TO THE OHANA OLA O KAHUMANA PROJECT AT

LUALUALEI, OAHU, HAWAII, TAX MAP KEY 8-6-006: 001.

Voting Legend: * = Aye w/Reservations

06/29/17	ZONING AND HOUSING	CR-278 - RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION AS AMENDED IN CD1 FORM.
07/12/17	COUNCIL	CR-278 AND RESOLUTION 17-176, CD1 WERE ADOPTED. 9 AYES: ANDERSON, ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MARTIN, MENOR, OZAWA, PINE.

t hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

BUDGET REQUEST BY SOURCE OF FUNDS

Period: July 1, 2018 to June 30, 2019

Applicant: Alternative Structures International (dba Kahumana)

	UDGET ATEGORIES	Total State Funds Requested (a)	Total Federal Funds Requested (b)	Total County Funds Requested (c)	Total Private/Other Funds Requested (d)
A.	PERSONNEL COST				
	1. Salaries	21,250			
	Payroll Taxes & Assessments	2,975			
	3. Fringe Benefits	3,300			
	TOTAL PERSONNEL COST	27,525	0	0	0
В.	OTHER CURRENT EXPENSES				
	Airfare, Inter-Island				
	2. Insurance				
	Lease/Rental of Equipment				
	Lease/Rental of Space			**************************************	
I .	5. Staff Training				
	6. Supplies		managaman waxa ayaa ayaa ayaa ayaa ayaa ayaa ayaa	· · · · · · · · · · · · · · · · · · ·	
	7. Telecommunication				
	8. Utilities	***************************************			
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* -	17	***************************************			
-	18				· · · · · · · · · · · · · · · · · · ·
•	19				
	20				
	TOTAL OTHER CURRENT EXPENSES	0	0	0	0
C.	EQUIPMENT PURCHASES	371,184	0	0	0
D. I	MOTOR VEHICLE PURCHASES	0	0	0	0
E. (CAPITAL	2,550,414	0	0	192,915
TOT	AL (A+B+C+D+E)	2,949,123	0	0	192,915
			Budget Prepared E	By:	
SOL	IRCES OF FUNDING				
	(a) Total State Funds Requested	2 949 123	ANDPEH E	NICELI-TON	1696-2655
100	011111111111111111111111111111111111111		· · VIDE IX	W 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Phone
	(b) Total Federal Funds Requested	0			
	(c) Total County Funds Requested	/0			
(d) Total Private/Other Funds Requested	192,915	3.1./ - :	O min A	Date
тот	AL BUDGET		RHILIP H Name and Title (Please I		CEO
			Control of the Contro		

BUDGET JUSTIFICATION - PERSONNEL SALARIES AND WAGES

Period: July 1, 2018 to June 30, 2019

Applicant: Alternative Structures International (dba Kahumana)

POSITION TITLE	FULL TIME EQUIVALENT	ANNUAL SALARY A	% OF TIME ALLOCATED TO GRANT REQUEST B	TOTAL STATE FUNDS REQUESTED (A x B)
oject Coordinator/Development Officer	1	\$42,500.00	50.00%	\$ 21,250.0
				\$ -
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		4000		\$ -
	V-101-1	American (1994)		\$ -
		***************************************		\$ -
	1) 10 to 10	All fills in the second of the		4
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				\$ -
TOTAL:				21,250.

The Anuual Salary amount does not include payroll taxes/assessments nor fringe benefits.

BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1, 2018 to June 30, 2019

Alternative Structures International (dba Kahuman:

PAGE 1 OF 2

PAGE 1 OF 2	T	 			
DESCRIPTION EQUIPMENT	NO. OF	COST PER		TOTAL COST	TOTAL BUDGETED
1. Walk-In Cooler & Freezer incl. compressor system & install.	1	\$ 89,546.00	\$_	89,546.00	\$ 89,546.00
2. Dishwashing Machine: Champion Pro Series 44, install.	1	\$ 33,686.00	\$	33,686.00	\$ 33,686.00
3. Convection Ovens: s/s, NSF, install.	2	\$ 18,200.00	\$	36,400.00	\$ 36,400.00
4. Tilting Skillets: LoLo brand, s/s, NSF, install.	2	\$ 17,701.00	\$	35,402.00	\$ 35,402.00
5. Ice Maker: 1,000 lbs., s/s, NSF, install.	1	\$ 12,133.00	\$	12,133.00	\$ 12,133.00
6. Grease Hood: approx. 27' x 8', s/s, NSF, install.	1	\$ 56,790.00	\$	56,790.00	\$ 56,790.00
7. Water Heater: 100-120 gallons, gas, install.	1	\$ 15,774.00	\$	15,774.00	\$ 15,774.00
8. Tripple Dish Washing Sink: 83", s/s, NSF, install.	1	\$ 11,042.00	\$_	11,042.00	\$ 11,042.00
9. 30" Sink (meat,veg.,rinse,laundry) w/fixtures: s/s, NSF, instal	l4	\$ 4,368.00	\$	17,472.00	\$ 17,472.00
10. 6-Burner Gas Range: install.	2	\$ 3,529.00	\$	7,058.00	\$ 7,058.00
11. Kitchen Utensils Set	1	\$ 3,236.00	\$	3,236.00	\$ 3,236.00
12. Pots & Pans Set	1	\$ 3,236.00	\$	3,236.00	\$ 3,236.00
13. Warming Cabinets: Metro C5, install.	2	\$ 3,306.00	\$	6,612.00	\$ 6,612.00
14. Washer & Dryer Set: s/s, front-loading, incl. install.	1	\$ 2,184.00	\$	2,184.00	\$ 2,184.00
15. Hand & Eye Wash Sink w/counter, fixtures: s/s, NSF, instal	l. <u>1</u>	\$ 2,292.00	\$	2,292.00	\$ 2,292.00
16. Utility Mop Sink: install	1	\$ 1,334.00	\$	1,334.00	\$ 1,334.00
17. Shower w/fixtures: install.	1	\$ 1,214.00	\$	1,214.00	\$ 1,214.00
18. ADA Toilets: install.	2	\$ 637.00	\$	1,274.00	\$ 1,274.00
19. ADA Lavatories: install.	2	\$ 485.00	\$	970.00	\$ 970.00
20. Office Desks: incl. delivery	2	\$ 539.00	\$	1,078.00	\$ 1,078.00
21. Delivery Warmer Containers	20	\$ 351.00	\$	7,020.00	\$ 7,020.00

BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1, 2018 to June 30, 2019

	<u> </u>	, , , , , , , , , , , , , , , , , , , 	 <u> </u>	 	
22. Rolling Tables (clean & dirty pans): s/s, NS	SF	2	\$ 270.00	\$ 540.00	\$ 540.00
23. 5' x 30" Prep Table: s/s, NSF		5	\$ 995.00	\$ 4,975.00	\$ 4,975.00
24. 8' x 30" Prep Table: s/s, NSF		1	\$ 1,506.00	\$ 1,506.00	\$ 1,506.00
25. 6' x 30" Prep Table: s/s, NSF		5	\$ 1,138.00	\$ 5,690.00	\$ 5,690.00
26. 12' x 30" Prep Table: s/s, NSF		1	\$ 2,348.00	\$ 2,348.00	\$ 2,348.00
27. Rice Cooker: 30 cups		10	\$ 216.00	\$ 2,160.00	\$ 2,160.00
28. Full-Height Rack 2' x 5': s/s, NSF		31	\$ 162.00	\$ 5,022.00	\$ 5,022.00
29. Full-Height Rack 2' x 4': s/s, NSF		4	\$ 135.00	\$ 540.00	\$ 540.00
30. Full-Height Rack 2' x 3': s/s, NSF		3	\$ 130.00	\$ 390.00	\$ 390.00
31. Rolling Carts		10	\$ 130.00	\$ 1,300.00	\$ 1,300.00
32. Rolling Delivery Coolers		20	\$ 48.00	\$ 960.00	\$ 960.00
33. Under-Counter Refrigerator (brought from	existing kitchen)	2	\$ Da.	\$ -	\$ -
34. Full-Height Refrigerator (brought from exist	sting kitchen)	1	\$ -	\$ -	\$
35. Microwave Oven (brought from existing ki	tchen)	1	\$	\$ **	\$ en en
	TOTAL:				\$ 371,184.00

JUSTIFICATION/COMMENTS Alternative Structures International (dba Kahumana) EQUIPMENT (PAGE 2 OF 2)

s/s: stainless steel; NSF: National Sanitation Foundation compliant; includes shipping & delivery/installation where applicable.

	DESCRIPTION OF MOTOR VEHICLE		NO. OF VEHICLES	COST PER VEHICLE	TOTAL COST	TOTAL BUDGETED
NONE					\$ -	
		TOTAL:				
JUSTIFICATION/CO	MMENTS:					

BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2018 to June 30, 2019

Applicant: Alternative Structures International

(dba Kahumana)

FUNDING AMOUNT REQUESTED								
TOTAL PROJECT COST	ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		ALL SOURCES OF FUNDS STATE FUNDS		DECLIPATED FIGURE DECLIPATE		FUNDING REQUIRED IN	
	FY: 2016-2017	FY: 2017-2018	FY:2018-2019	FY:2018-2019	FY:2019-2020	FY:2020-2021		
PLANS	\$ 145,138.00	\$ 31,000.00	\$ -	\$ 13,186.00	\$ -	\$ -		
LAND ACQUISITION	\$ -	\$ -	<u>s</u> -	\$ -	\$ <u>-</u>	<u>s</u> -		
DESIGN	\$ -	\$ -	\$	\$ 179,729.00	\$ -	\$ -		
CONSTRUCTION	\$ -	\$ -	\$ 2,550,414.00	\$ -	\$ -	\$ -		
EQUIPMENT	\$ -	\$ -	\$ 371,184.00	\$ -	\$ -	\$ -		
TOTAL:	\$ 145,138.00	\$ 31,000.00	\$ 2,921,598.00	\$ 192,915.00	\$	\$ -		

лизтігісатіом/соммент The total State Funds Requested in this table (\$2,921,598.00) does not include Personnel costs.

Other Sources of Funds Requested FY 2018-2019: Requests to raise \$192,915.00 have yet to be made.

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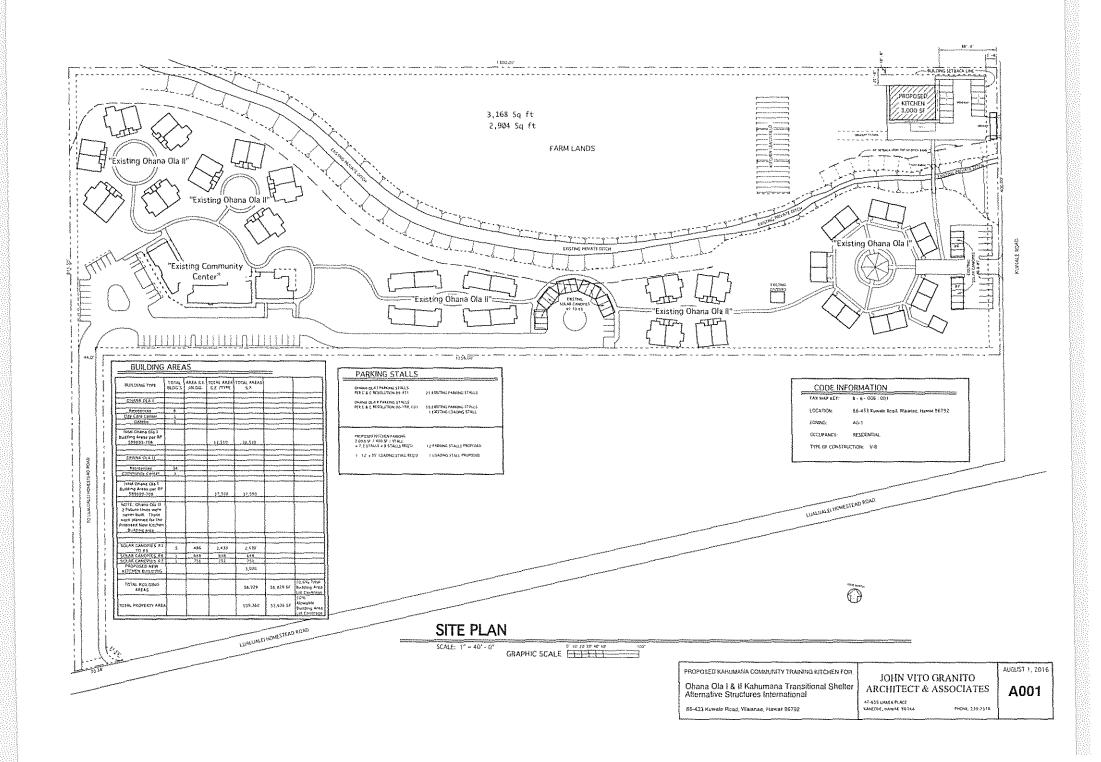
GOVERNMENT CONTRACTS, GRANTS, AND / OR GRANTS IN AID

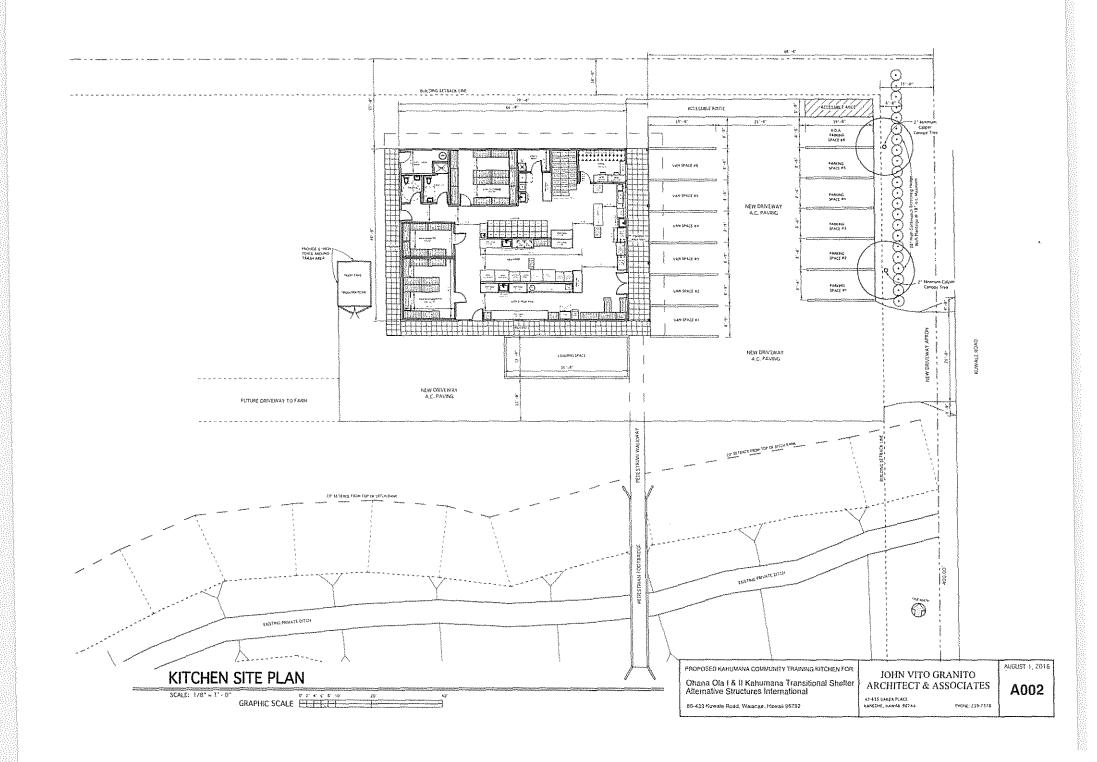
Applicant: Alternative Structures International (dba Kahumana)

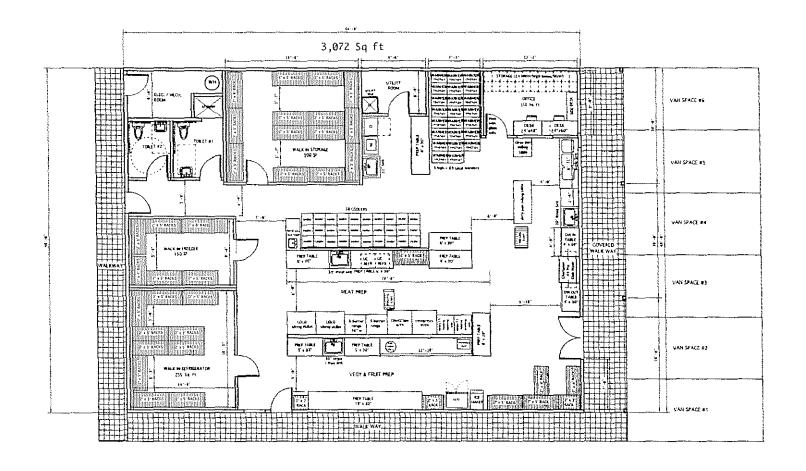
Contracts Total:

4,604,986

				GOVERNMENT	
A	CONTRACT DESCRIPTION	EFFECTIVE	AGENCY	ENTITY	CONTRACT
	CONTINACT DESCRIPTION	DATES	AGLING	(U.S. / State / Haw /	VALUE
ļ		~/AAA		Hon / Kau / Mau)	
	######################################	8/1/15-7/31/16	Dept. Human Services		1,181,040
		8/1/16-1/31/17	Dept. Human Services		590,520
		2/1/17-7/31/18	Dept. Human Services		660,744
		5/1/17-6/30/18	Dept. Human Services	\$	243,421
	Permanent Supportive Housing	11/1/17-10/31/18	HUD	U.S.	320,041
- www.wame.	ESG FY18 - Rapid Rehousing	2/1/18-1/31/19	Dept. Community Serv.		184,064
***************************************	GIA 2017	10/1/16-3/31/18	Dept. Community Serv.		106,273
P	GIA 2017	4/1/18-3/31/19	Dept. Community Serv.		118,617
************	Farm Hub Creation	2/27/17-1/31/18	Dept. of Agriculture	State	39,522
	CBDG-Septic & Plumbing	2/20/14-4/15/17	Dept. Community Serv.	City of Honolulu	660,744
	Medicaid-Services for Learning Disabled Adults	Ongoing***	Dept. Health	State	500,000
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KITCHEN FLOOR PLAN

SCALE 1/4" - 1'-0" GRAPHIC SCALE TILL TO THE SCALE TILL TO THE SCALE TILL THE SCA

PROPOSED MANUAMA CONJUNITY TRAINING MITCHEN FOR.

Ohana Ola I & If Kahumana Transitional Shefter
Atternative Structures International

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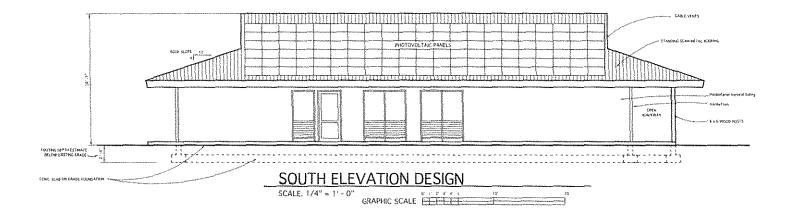
JOHN VITO GRANITO ARCHITECT & ASSOCIATES

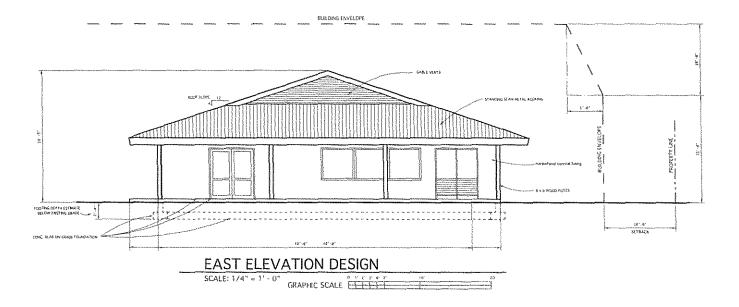
A003

AUGUST 1, 2016

86-433 Kuwale Road, Watanae, Hawaii 96792

KINGHE HARM TOTAL PHONE:







The Senate

STATE CAPITOL HONOLULU, HAWAII 96813

June 7, 2016

Waianae Coast Neighborhood Board No. 24 c/o Neighborhood Commission 530 S. King Street, Room 406 Honolulu, Hawaii 96813

RE: Support for Kahumana's Proposed Community Training Kitchen in Waianae

Dear WCNB Members,

I am writing to express my support for the project by Alternative Structures International, dba Kahumana, to build a Community Training Kitchen in Waianae. The proposed kitchen will provide much-needed opportunities for homeless and extremely low-income people to gain vocational skills and work experience. As our island community continues to struggle with the homeless crisis, this program will offer a crucial stepping stone to people working toward financial independence.

Kahumana is a well-respected non-profit organization in the Waianae community. Kahumana has helped thousands of residents through its transitional housing programs for homeless families (Ohana Ola O Kahumana and Ulu Ke Kukui) and holistic program for people with developmental disabilities (Hale Lana O Kahumana). Kahumana is also experienced in providing program participants with culinary and food service training at its café and small commercial kitchen. This new facility will enable Kahumana to train larger numbers of unemployed/low-income individuals.

Kahumana has asked the Waianae Coast Neighborhood Board to be put on the agenda on July 5th. I urge you to join me in supporting this project when they make their presentation. If you would like to learn more about the project before then, please contact Susan Austin in Kahumana's Development office at 696-2655 or saustin@ASI-Hawaii.org.

Sincerely.

walle S.L. Shimabukuro Senator Hawaii State District 21



Office of Representative Cedric Gates HOUSE OF REPRESENTATIVES

STATE OF HAWAII STATE CAPITOL HONOLULU, HAWAII 96813

It is my pleasure to provide this letter of support for the proposed Community Training Kitchen at Ohana Ola O Kahumana in Wajanae.

This project to expand vocational training opportunities and create a healthy, inclusive and productive farm-based community with homeless families, people with disabilities, and to increase Kahumana's meal service for underprivileged children addresses the growing need for these types of programs on the Waianae Coast. I am extremely pleased with the opportunities this project will provide.

I am also pleased with the proposed project site (located in an AG-1 Restricted Agricultural District). Its proximity to the existing array of social services and training venues is a perfect fit for the vision of Kahumana.

I greatly appreciate and support the commitment of Kahumana to the Waianae Coast and I look forward to their continued success in our community.

With Alaba

Representative Cedric Gates District-44



CITY AND COUNTY OF HONOLULU 530 SOUTH KING STREET, ROOM 202 HONOLULU, HAWAII 96813-3065 TELEPHONE: (808) 768-5010 • FAX: (808) 768-5011

Jun 3, 2016

Tom McDonald Executive Director Kahumana 86-660 Lualualei Homestead Road Walanae, HI 96792

SUBJECT: Letter of Support for Proposed Community Training Kitchen

Dear Tom,

It is my pleasure to provide this letter of support for the proposed Community Training Kitchen at Ohana Ola O Kahumana in Waianae.

This project to expand vocational training opportunities for homeless or extremely low-income residents, and to increase Kahumana's meal service for underprivileged children addresses the growing need for these types of programs on the Waianae Coast. I am extremely pleased with the opportunities this project will provide.

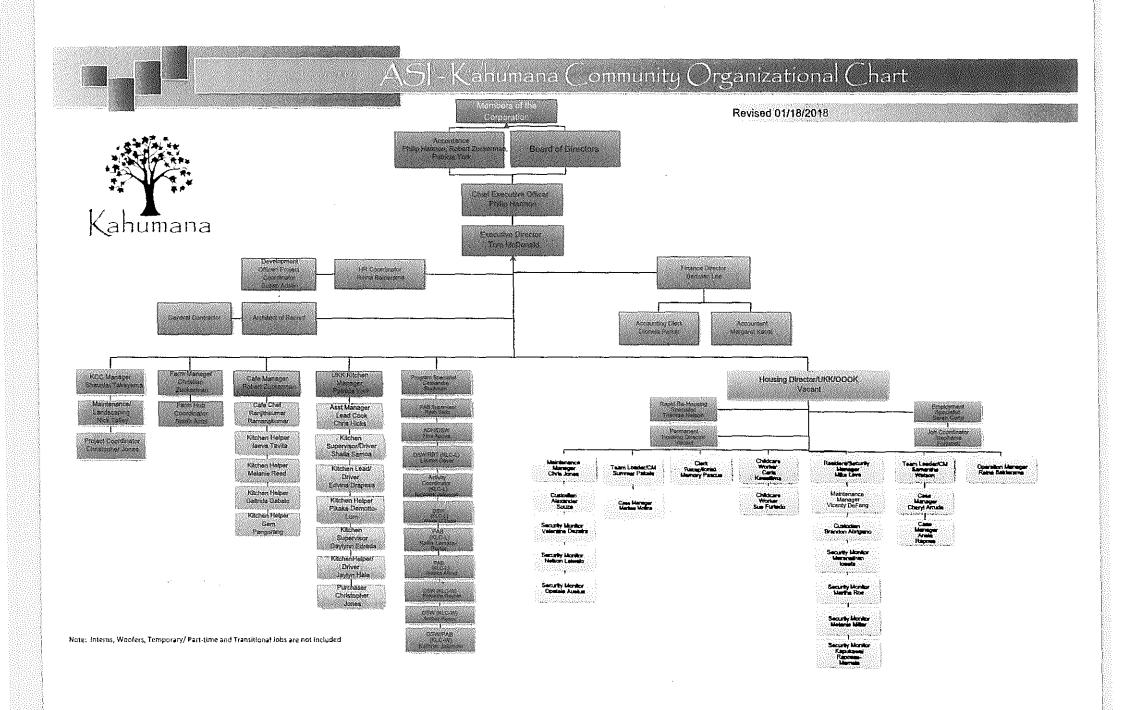
The proposed project site on an undeveloped portion of the Ohana Ola property (located in an AG-1 Restricted Agricultural District) is an appropriate use to support ongoing agricultural operations at the farm. Its proximity to the existing array of social services, social ventures, and training venues operated by Kahumana is a perfect fit for the overall program.

Kahumana continues to serve the community with great vision; they understand the needs of the community and are creating opportunities that will provide long-term benefits.

I greatly appreciate and support the commitment of Kahumana to the Waianae Coast and I look forward to their continued success in our community.

Sincerely,

Kymberly Marcos Pine Councilmember, District 1





Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

ALTERNATIVE STRUCTURES INTERNATIONAL

was incorporated under the laws of Hawaii on 11/18/1974; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 16, 2018

Catanil. Owal Color

Director of Commerce and Consumer Affairs

DECLARATION STATEMENT OF APPLICANTS FOR GRANTS PURSUANT TO CHAPTER 42F, HAWAI'I REVISED STATUTES

.

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawai'i Revised Statutes:
 - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
 - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
 - c) Agrees not to use state funds for entertainment or lobbying activities; and
 - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.
- 2) If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
 - a) Is incorporated under the laws of the State; and
 - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided.
- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
 - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
 - b) Has a governing board whose members have no material conflict of interest and serve without compensation.

Pursuant to Section 42F-103, Hawai'i Revised Statutes, for grants used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

Alternative Structures International (c		
(Signature)	January 16, 20 (Date)	118
Philip G. Harmon (Typed Name)	CEO (Title)	
Rev 12/2/16	10	Application for Grants