

Council Chair  
Alice L. Lee

Vice-Chair  
Yuki Lei K. Sugimura

Presiding Officer Pro Tempore  
Tasha Kama

Councilmembers  
Tom Cook  
Gabe Johnson  
Tamara Paltin  
Keani N.W. Rawlins-Fernandez  
Shane M. Sinenci  
Nohelani U'u-Hodgins



Director of Council Services  
David M. Raatz, Jr., Esq.

Deputy Director of Council Services  
Richelle K. Kawasaki, Esq.

**COUNTY COUNCIL**  
COUNTY OF MAUI  
200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
[www.MauiCounty.us](http://www.MauiCounty.us)

August 5, 2024

The Honorable Alice L. Lee  
Council Chair  
County of Maui  
Wailuku, Hawaii 96793

Dear Chair Lee:

SUBJECT: **AMENDMENT TO RESOLUTION 24-115** (HLU-31)

May I request the attached proposed amendment to Resolution 24-115, entitled "AUTHORIZING AN AMENDMENT TO RESOLUTION 24-46, FD1 TO ADD LOTS TO THE GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT," be placed on the next Council meeting agenda.

Sincerely,

A handwritten signature in black ink, appearing to read "Tasha Kama", written in a cursive style.

TASHA KAMA, Chair  
Housing and Land Use Committee

hlu:ltr:031ach01:jgk

Attachment

MAUI COUNTY COUNCIL  
Amendment Summary Form

Legislation: Resolution 24-115, entitled “AUTHORIZING AN AMENDMENT TO RESOLUTION 24-46, FD1 TO ADD LOTS TO THE GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT.”

Proposer: Tasha Kama, Chair   
Housing and Land Use Committee.

Description: Amends the title and text of the resolution to clarify that the Council is authorizing an extension of the term of the existing lease for the 17 lots until May 31, 2027, and makes nonsubstantive revisions.

Motions: **FIRST MOTION:**

Move to amend Resolution 24-115 as follows:

- First, by amending the title of the resolution by inserting the phrase “and extend the term of” following the phrase “to add lots to”, to read:

“AUTHORIZING AN AMENDMENT TO RESOLUTION 24-46, FD1, TO ADD LOTS TO AND EXTEND THE TERM OF THE GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT”;

- Second, by amending the resolution by adding a new BE IT RESOLVED paragraph 2 to read:

“2. That the Council for Native Hawaiian Advancement is granted an extension to the Grant of Lease of County Real Property for the 17 County-owned lots identified in the Grant of Lease, to expire May 31, 2027, with two one-year options to extend, unless sooner terminated as provided in the proposed Amendment to Grant of Lease of County Real Property”;

- Third, by incorporating various nonsubstantive revisions for clarity, consistency, and style.

**SECOND MOTION:**

Move to suspend Rule 19(C) of the Rules of the Council to allow final action at the same meeting as an amendment and to file the communication to which this Amendment Summary Form is attached.

Effect: See attached.

Attachment: Proposed FD1 version of resolution.

hlu:ltr:031aasf02:jgk

# Resolution

## **No. 24-115, FD1**

### AUTHORIZING AN AMENDMENT TO RESOLUTION 24-46, FD1, TO ADD LOTS TO AND EXTEND THE TERM OF THE GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT

WHEREAS, the August 2023 wildfires on Maui Island caused significant damage to properties and displaced many individuals and families; and

WHEREAS, on February 28, 2024, the Maui County Council adopted Resolution 24-46, FD1, entitled, “AUTHORIZING A GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT,” to meet the urgent housing needs caused by the August 2023 wildfires on Maui Island; and

WHEREAS, Resolution 24-46, FD1, authorized the lease of 17 County-owned lots located in the Fairways at Maui Lani in Kahului rent free through January 31, 2027, with two one-year options to extend, unless sooner terminated, to the Council for Native Hawaiian Advancement (“CNHA”), a domestic nonprofit corporation, to build 34 temporary housing units (“Project”); and

WHEREAS, on March 18, 2024, the County and CNHA executed the Grant of Lease of County Real Property (“Lease”); and

WHEREAS, on April 30, 2024, the first family received keys to a home in the Project, which has been renamed to Ke Ao Maluhia, with anticipated completion of the remaining 33 temporary housing units scheduled for June 2024; and

WHEREAS, to meet the continued urgent housing needs caused by the August 2023 wildfires on Maui Island, CNHA proposes to expand the Project by building 16 additional temporary housing units on an additional seven County-owned residential lots (Lots 27 through 33), and the use of two County-owned driveway lots (Lots 52 and 53), for a total of nine

## Resolution No. \_\_\_\_\_

additional County-owned lots in the Fairways at Maui Lani in Kahului, Maui, Hawai‘i; and

WHEREAS, CNHA is seeking an amendment to the Lease to add the nine County-owned lots and to extend the lease termination date from January 31, 2027, to May 31, 2027; and

WHEREAS, the real property CNHA is seeking to add to the Lease consists of the following lots:

LOT #	Tax Map Key	Acres	Area in square feet
27	(2) 3-8-096-027-0000	0.294	12,807.00
28	(2) 3-8-096-028-0000	0.264	11,477.00
29	(2) 3-8-096-029-0000	0.19	8,260.00
30	(2) 3-8-096-030-0000	0.181	7,884.00
31	(2) 3-8-096-031-0000	0.159	6,914.00
32	(2) 3-8-096-032-0000	0.219	9,525.00
33	(2) 3-8-096-033-0000	0.275	11,994.00
52	(2) 3-8-096-052-0000	0.093	4,041.00
53	(2) 3-8-096-053-0000	0.073	3,193.00
Totals		1.748	76,095.00

for a total additional area measuring 1.748 acres (collectively, the “Additional Lots”), and more particularly described and depicted in the Amendment to Grant of Lease of County Real Property, attached as Exhibit “1”; and

WHEREAS, under Maui County Code, Section 3.36.090, the Council of the County of Maui may authorize the grant of a lease of County real property by resolution; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That the Council for Native Hawaiian Advancement is granted the right to lease the additional nine lots under the terms and conditions of the proposed Amendment to Grant of Lease of County Real Property, to expire May 31, 2027, with two one-year options to extend, unless sooner terminated as

## **Resolution No. \_\_\_\_\_**

provided in the proposed Amendment to Grant of Lease of County Real Property;

2. That the Council for Native Hawaiian Advancement is granted an extension to the Grant of Lease of County Real Property for the 17 County-owned lots identified in the Grant of Lease, to expire May 31, 2027, with two one-year options to extend, unless sooner terminated as provided in the proposed Amendment to Grant of Lease of County Real Property;
3. That the Mayor and the Acting Director of Finance, or their authorized representatives, are authorized to execute the proposed Amendment to Grant of Lease of County Real Property; and
4. That certified copies of this Resolution be transmitted to Michelle Kauhane, President, Council for Native Hawaiian Advancement; Kūhiō Lewis, Chief Executive Officer, Council for Native Hawaiian Advancement; Micah Kāne, Chief Executive Officer & President, Hawai'i Community Foundation; Josiah Nishita, Managing Director; Marcy Martin, Acting Director of Finance; and the Honorable Richard T. Bissen, Mayor, County of Maui.

APPROVED AS TO FORM AND LEGALITY:

---

Kristina C. Toshikiyo  
Deputy Corporation Counsel  
County of Maui

hlu:misc:031areso02:jgk

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "John P. Lee", is written above a horizontal line.

Upon the request of the Mayor.

# EXHIBIT "1"

## AMENDMENT TO GRANT OF LEASE OF COUNTY REAL PROPERTY

THIS AMENDMENT to GRANT OF LEASE OF COUNTY REAL PROPERTY ("Lease"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as "Lessor", and COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT, a Hawaii nonprofit corporation, whose mailing address is 91-1270 Kinoiki Street, Kapolei, Hawaii 96707, hereinafter referred to as "CNHA" or "Lessee", and collectively referred to as the "Parties".

### W I T N E S S E T H:

WHEREAS, the August 2023 Maui wildfires in Lahaina and Kula have caused significant damage to properties and displaced numerous individuals and families; and

WHEREAS, on February 28, 2024, the Maui County Council adopted Resolution 24-46 FD1, entitled "AUTHORIZING A GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT"; and

WHEREAS, Resolution 24-46 FD1, authorized the lease of 17 County-owned lots located in the Fairways at Maui Lani in Kahului, rent free through January 31, 2027, with two one-year options to extend unless sooner terminated as provided, to CNHA in order to build 34 temporary housing units("Project"); and

WHEREAS, on March 18, 2024, the parties executed the Lease; and



WHEREAS, on April 30, 2024, the first family received their keys to the first temporary housing unit in the Project, with the remaining housing units scheduled for completion in June 2024; and

WHEREAS, in order to meet the continued urgent housing needs caused by the August 2023 Maui wildfires, CNHA seeks to expand the Project to build an additional 16 temporary housing units on an additional 7 County-owned residential lots (Lots 27-33) and the use of 2 County-owned driveway lots (Lots 52 and 53), in the Fairways at Maui Lani in Kahului, Maui Hawaii; and

WHEREAS, the parties desire to amend the Lease to add the additional 9 County-owned lots and extend the term of the Lease to May 31, 2027; and

NOW, THEREFORE, the parties agree to amend the Lease as follows:

1. Section A. Leased Area is replaced in its entirety by the following:

A. Leased Area. The leased area comprises of 24 vacant residential lots (collectively, the "Property" or "Premises") and 2 driveway lots, for a total of 26 lots, located in the Fairways at Maui Lani, Kahului, Hawaii as shown in Exhibit "A-1", attached hereto and by reference incorporated herein. The respective lot number, tax map key, acreage, square footage, and estimated yearly fair market rental value of the Property is specified in Table 1 below:

Table 1

LOT #	Tax Map Key	Acres	Area (SF)	Fair Market Rental Value	Est. Annual rent
27	(2) 3-8-096-027-0000	0.294	12,807.00	\$514,400	\$24,279.68
28	(2) 3-8-096-028-0000	0.264	11,477.00	\$502,000	\$23,694.40
29	(2) 3-8-096-029-0000	0.19	8,260.00	\$472,100	\$22,283.12
30	(2) 3-8-096-030-0000	0.181	7,884.00	\$468,600	\$22,117.92
31	(2) 3-8-096-031-0000	0.159	6,914.00	\$459,600	\$21,693.12
32	(2) 3-8-096-032-0000	0.219	9,525.00	\$483,800	\$22,835.36
33	(2) 3-8-096-033-0000	0.275	11,994.00	\$506,800	\$23,920.96
34	(2) 3-8-096-034-0000	0.1840	8,017.00	\$374,300	\$17,366.96
35	(2) 3-8-096-035-0000	0.2034	8,858.00	\$380,600	\$17,964.32
36	(2) 3-8-096-036-0000	0.2653	11,558.00	\$400,600	\$18,908.32
37	(2) 3-8-096-037-0000	0.2234	9,733.00	\$387,000	\$18,266.40
38	(2) 3-8-096-038-0000	0.1947	8,480.00	\$371,200	\$17,832.16
39	(2) 3-8-096-039-0000	0.1743	7,591.00	\$366,700	\$17,520.64
40	(2) 3-8-096-040-0000	0.1604	6,989.00	\$365,800	\$17,308.24
41	(2) 3-8-096-041-0000	0.1575	6,862.00	\$365,800	\$17,265.76
42	(2) 3-8-096-042-0000	0.1545	6,728.00	\$364,800	\$17,218.56
43	(2) 3-8-096-043-0000	0.1551	6,757.00	\$365,000	\$17,228.00
44	(2) 3-8-096-044-0000	0.1551	6,755.00	\$365,000	\$17,228.00
45	(2) 3-8-096-045-0000	0.1545	6,728.00	\$364,000	\$17,218.00
46	(2) 3-8-096-046-0000	0.1545	6,728.00	\$364,800	\$17,218.56
47	(2) 3-8-096-047-0000	0.1545	6,728.00	\$364,800	\$17,218.56

48	(2) 3-8-096-048-0000	0.1562	6,803.00	\$365,300	\$17,242.16
49	(2) 3-8-096-049-0000	0.1592	6,936.00	\$366,300	\$17,289.36
50	(2) 3-8-096-050-0000	0.1626	7,081.00	\$367,400	\$17,341.28
52	(2) 3-8-096-052-0000	0.093	4,041.00	N/A	N/A - driveway
53	(2) 3-8-096-053-0000	0.073	3,193.00	N/A	N/A - driveway
Totals		4.717	205,427	\$9,719,600	\$458,760

An individual parcel shall be identified by its respective lot number.

2. The use of property as set forth the Lessee's application dated May 2, 2024, is hereby added to Section B. Use of Property. A copy of said document is attached hereto as Exhibit "B-1" and is incorporated herein. Any general, miscellaneous, or other terms, conditions or provisions that are found in any of the Grantee's proposals for this Lease shall be unenforceable against the County, unless the subject of such terms, conditions, or provisions is addressed in the County's General conditions, and such terms, conditions, or provisions are consistent with the County's General Conditions.

3. Section C. Term is replaced in its entirety by the following:

C. Term. This Lease shall commence upon execution and expires on May 31, 2027, unless sooner terminated as provided herein and may be extended for two (2) additional one (1) year-terms ("Option Period") in writing. The Option Period must be exercised in writing no less than 90 days before the Lease termination date. Lessee may

terminate the Lease at any time during the Option Period with 30 days written notice to the Director.

4. All other consistent terms, conditions, provisions, and covenants of the Lease not herein modified by this Amendment shall remain unchanged and shall continue to be in full force and effect.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

IN WITNESS WHEREOF, the Parties execute this Amendment to Lease by their signatures on the dates below, to be effective as of the date of the last signature hereto.

**[EXECUTION PAGES TO FOLLOW]**

LESSOR:

COUNTY OF MAUI

By

\_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Its Mayor

By

\_\_\_\_\_  
MARIA ZIELINSKI  
Acting Director of Finance

APPROVAL RECOMMENDED:

\_\_\_\_\_  
LUANA MAHI  
Director  
Office of Economic Development  
County of Maui

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
KRISTINA C. TOSHIKIYO  
Deputy Corporation Counsel  
County of Maui  
LF2024-0060  
2024-05-11 Amendment CNHA Lease of Fairways lots

LESSEE:

COUNCIL FOR NATIVE HAWAIIAN  
ADVANCEMENT

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

STATE OF HAWAII                    )  
  )     SS.  
COUNTY OF MAUI                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared RICHARD T. BISSEN, JR., to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said RICHARD T. BISSEN, JR. acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATION**

Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	

STATE OF HAWAII                    )  
  )     SS.  
COUNTY OF MAUI                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared MARIA ZIELINSKI, to me personally known, who, being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said MARIA ZIELINSKI acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	



STATE OF \_\_\_\_\_ )  
 ) SS.  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of

Print Name: \_\_\_\_\_

My commission expires:

**NOTARY PUBLIC CERTIFICATION**

Doc. Date: # Pages:

Notary    Judicial  
Name:    Circuit:

Doc.  
Description:

Notary  
Signature:

Date:

STATE OF \_\_\_\_\_ )  
 )  
 ) SS.  
\_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature of Notary]

Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATION**

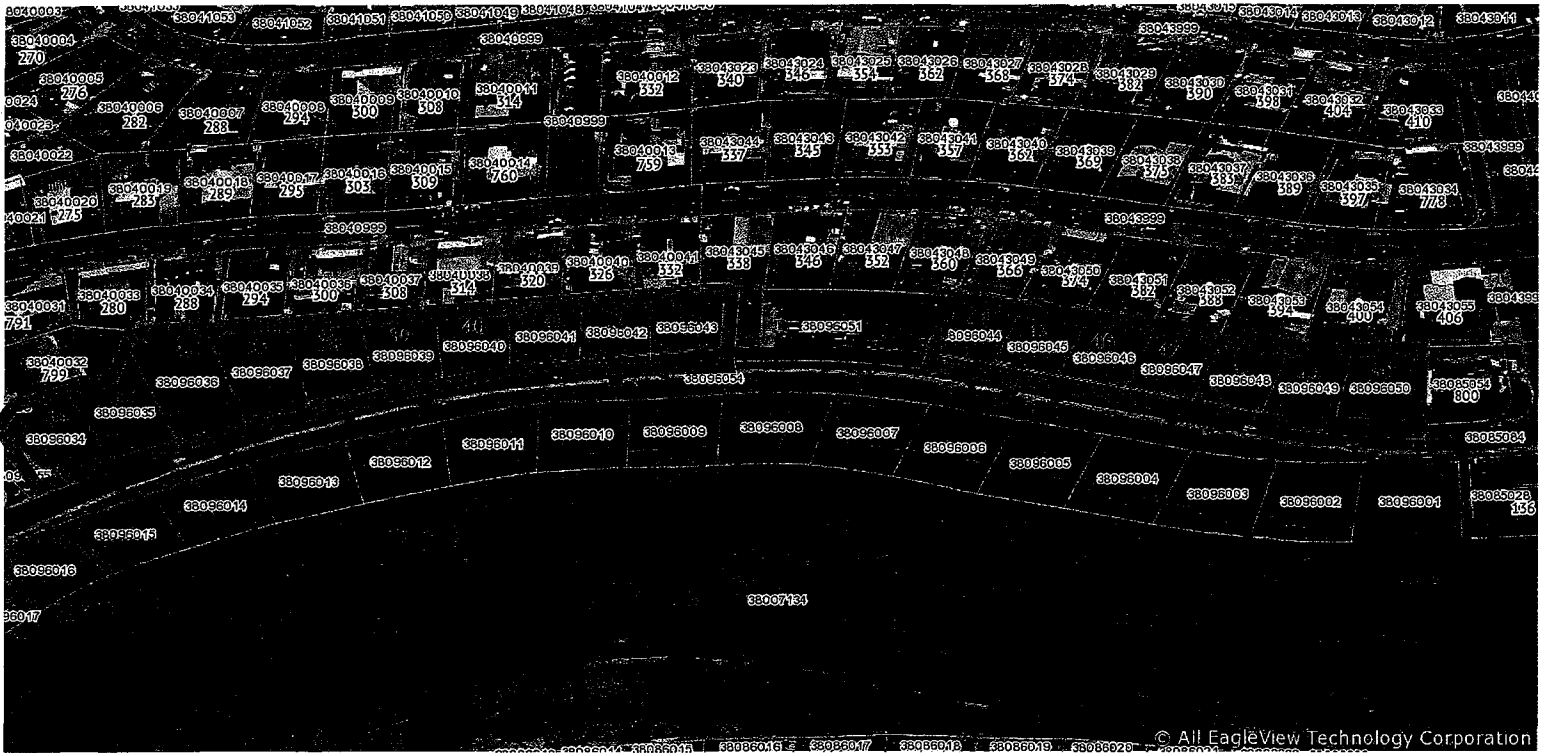
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	

**EXHIBIT "A-1"**

**FAIRWAYS LOTS 27-33 and 52-53**  
(depicted in red highlighted sections)



**FAIRWAYS LOTS 34-50**  
(depicted in red highlighted sections)



**EXHIBIT "B-1"**  
**GRANT APPLICATION**

Title

# Council for Native Hawaiian Advancement

05/02/2024

id. 46411743

by Nick Carroll in FY24, Round 4 - OED Grant Application

[nick@hawaiiancouncil.org](mailto:nick@hawaiiancouncil.org)

## Original Submission

05/02/2024

Score

◆◆ A. Application /  
Fiscal Agent  
Information

ORGANIZATION NAME - Project Title	Council for Native Hawaiian Advancement
Requested Amount	n/a
Business Type	Federally Recognized Non-Profit
Mailing Address	91-1270 Kinoaiki Street, Bldg. 1, Kapolei, HI 96707
Program Contact's Name	Nicholas Carroll
Program Contact's Title	Chief of Staff
Program Contact's Email	<a href="mailto:nick@hawaiiancouncil.org">nick@hawaiiancouncil.org</a>
Program Contact's Phone Number	+18084939284
EXT	n/a
Grant Administrator or Fiscal Agent Contact's Name	Jade Carrel
Grant Administrator or Fiscal Agent Contact's Title	Chief Financial Officer
Grant Administrator or Fiscal Agent Contact's Email	<a href="mailto:jade@hawaiiancouncil.org">jade@hawaiiancouncil.org</a>

Grant Administrator +18086812191  
or Fiscal Agent  
Contact's Phone  
Number

EXT

◆◆ B. Project / Program Information

Project Description: In coordination with the County of Maui and Hawai'i Community Foundation, the Council for Native Hawaiian Advancement is constructing Phase two of the Maui Lani Ke Ao Malaria at Maui Lani, an interim housing project for wildfire-impacted residents. This project will consist of (16) units, in addition to the (34) units as part of phase one.

One sentence that describes your project. (May be used in OED promotion such as press release)

Date(s): List specific date(s) for project. May 1, 2024

Location of Project Kahului

Priority Focus Area: Economic Development  
Select two areas

Are the funds you're applying for through the grant already anticipated or approved as proviso line items in the County of Maui's budget? NO

◆◆ C. Grant Application Certification

I hereby agree to administer the project in accordance with the contract prescribed by the County of Maui Office of Economic Development. Distribution of grant funds are limited to those applicants who are in compliance with regulations, policies, and procedures. The Office of Economic Development reserves the right to withhold such distributions if at any time the applicant/grantee is not in compliance. It is the policy of the County of Maui, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "COUNTY", and for those who do business with the County to provide equal employment opportunities to all persons regardless of race, physical disabilities, color, religion, sex, age or national origin as mandated by the Federal Civil Rights Acts, as amended and any other federal and state laws relating to equal employment opportunities. Authority and Capacity: The applicant assures that it has the authority and capacity to develop and submit the application and to carry out a project pursuant to the application. Contracts for a grant shall not be disbursed unless and until a fully executed grant agreement is entered into between the COUNTY and the recipient. The terms of this application shall be incorporated between the COUNTY and the recipient. Each grant agreement shall incorporate General Terms and Conditions, which include required insurance coverage. Continued Eligibility: Any GRANTEE who withholds or omits any material facts to the County of Maui shall be in violation of the terms of this Agreement and may be liable to reimburse a portion of any funds received herein. Such GRANTEE shall be prohibited from receiving any grant, subsidy or purchase of service Agreement from the County of Maui for a period of five years, shall return all funds, and shall be subject to debarment proceedings. Organizations currently receiving funds from the County Office of Economic Development must be in good standing and up to date on all required reporting requirements and contract deliverables in order to re-apply. Certification: Unsigned proposals will not be accepted. Applicant shall have bylaws or policies which describe the manner in which business is conducted, and such policies shall include provisions relating to nepotism and management of potential conflict-of-interest situations.

The applicant certifies that the data in this application is true and correct and that the Applicant shall comply with the assurances set forth in this application, and the requirements of the General Terms and Conditions.

Name and title of official(s) authorized to sign for applicant organization and project representative liable for deliverables: Must be listed as an owner, member or officer on DCCA Annual Filing, or must submit a corporate resolution identifying who may sign legal documents for the organization corporate resolution identifying who may sign legal documents for the organization.

Name of Authorized  
Representative

Kuhio  
Lewis

Title of Authorized  
Representative

Chief Executive Officer



Typed Signature of  
Authorized  
Representative

Kuhio Lewis

Optional: Name of  
Additional Project  
Authorized  
Representative

Nicholas  
Carroll

Optional: Title of  
Additional Project  
Authorized  
Representative

Chief of Staff

#### ◆◆ D. Proposal Narrative

1. Introduction Highlight your experience and work history and emphasis your ability to fulfill your contractual obligations. Discuss your milestones, especially how your project/program will benefit the community.

Provide background information about the applicant, organizations mission, and ability to accomplish this project. List the project/ program organizers who will be executing the program and include descriptions of their experience and qualifications.

#### **Background**

The Council for Native Hawaiian Advancement (CNHA) is a member-based 501(c)3 non-profit organization with a mission to culturally advance Hawai'i through economic, political, and community development.

Founded in 2001, CNHA is a Community Development Financial Institution (CDFI) certified by the U.S. Treasury department and a HUD-Certified Housing Counseling agency. We provide access to capital, financial education and individualized financial counseling services with a focus on low and moderate-income families. CNHA serves as a National Intermediary, providing grants and loans targeting underserved communities in Hawai'i. As a matter of principle and practice, our programming and services are available regardless of Native Hawaiian ancestry.

Since the Maui wildfires, CNHA has pivoted several of our regular programming and began to offer new programs to assist in the recovery efforts. New programming include:

- Kāko'o Maui Resource Center - Offering survivor families access to various resources including, financial assistance, medical, legal aid, FEMA, SBA, American Red Cross, County of Maui Right-of-Entry Program
- Host Housing Support Program - financial assistance for hosts housing wildfire-impacted families in impromptu arrangements.
- Leasing Program - leasing of residential units across Maui in an effort to house wildfire-impacted families at a subsidized rate for up to 12 months.
- helpingmaui.org - a centralized housing website that helps survivors find housing, while also serving as a platform for property owners and managers to offer their properties to survivors.
- Food Distribution Center - providing food and other essentials supplies to over 300 families daily

- Workforce Development - training Maui residents and providing certifications for employment in the disaster zone

### **Key Positions**

Keith Fernandez - Project Manager:

Keith Fernandez is a seasoned real estate developer with extensive experience in the industry. Throughout his career, he has successfully built over 2,000 lots, 1,000 homes, and various high-end resorts and condominiums. He held a license as a general contractor in the State of California for more than 17 years. Keith has now transitioned into semi-retirement and has been hired as a consultant to lead the proposed project. With his expertise and knowledge, he will oversee the project management, fund management, and portfolio management aspects.

Nicholas Carroll - Project Assistant and Chief of Staff to CEO:

Nicholas Carroll holds the position of Chief of Staff at the CNHA. In this role, he is responsible for spearheading the development of new initiatives and programs. Nicholas has played a crucial role in the establishment of several programs specific to Maui, including the Host Housing Support Program and the Leasing Program. For the duration of the project, Nicholas will serve as a project assistant and liaison to CNHA and County leadership, providing valuable support and contributing to the successful execution of the build.

CNHA is requesting a grant of lease of (9) vacant residential lots owned by the County of Maui located in the Fairways at Maui Lani, Kahului, Hawai'i for three years with the option to extend for two additional one year terms. In consideration of the valuable partnership of the parties to further the purpose of meeting the collective goal of providing stable housing, the Lease shall be rent-free. (7) of those parcels will be to place housing units and (2) driveways. TMKs (2) 3-8-096-027 through 033, and (2) 3-8-096-052 through 053.

2. Project description Your project summary should include implementation dates, public purpose(s), target populations, activities and services to be performed, events, what will be provided, and how it benefits Maui County.

Implementation  
Dates: Important  
dates your  
event/program will  
take place.

- Modular Procurement: Late-April 2024
- Modular Delivery: Beginning June 2024
- Engineering Completion: Early-May 2024
- Maui Lani Association Review Completion: Mid May 2024 (est.)
- Pre-Development Work: May 2024
- Final Construction of Modulares: August 2024

Location: Tell us the location of your project, program, or event. List your specific venues such as Community Center or virtual such as Zoom.	<p>The proposed project will be located in the Maui Lani subdivision, utilizing 9 parcels owned by the County of Maui (TMKs (2) 3-8-096-027 through 033, and (2) 3-8-096-052 through 053). These parcels already have access to essential services such as water, sewer, electricity, drainline, and conduit.</p> <p>Each parcel will accommodate two-bedroom modular homes, providing a total of 16 units. Each unit will have off-street parking for two vehicles. It is important to note that the County of Maui's Eighth Emergency Proclamation Relating to Wildfires suspends the compliance of building codes. However, CNHA intends to procure units that meet the Maui County Building code requirements to ensure that the housing options remain compliant even after the emergency proclamation is lifted.</p>
Public Purpose(s): Public purpose means for the purpose of providing facilities or services for the benefit of the public in connection with, but not limited to, public health, safety or welfare.	CNHA is partnering with the County of Maui to construct 16 interim housing units in Kahului's Maui Lani subdivision specifically for families displaced by the wildfires in Lahaina. Although this location is not in West Maui, it will still foster a strong sense of community as all the families housed there will be from Lahaina. The Maui Lani project is conveniently situated near schools, medical facilities, and other essential services. It will provide temporary housing for a sub-group of Lahaina residents for the next three to five years.
Summary of your project should include activities and services to be provided.	Provide interim housing for (16) wildfire-impacted families

### 3. Proposal Narrative

Goal 1: Your Goal is what you want to achieve. Creating a Brand, Increase Efficiency, or Providing an excellent Festival.	Establish a Right-of Entry with the County of Maui
Objective 1: Your Objectives should be specific, measurable, action-oriented, realistic, and timely.	To complete project due diligence and begin construction
For Goal 1, what are 4 actionable steps and timeline you plan to take? List out Step 1, Step 2, Step 3, and Step 4.	<p>Step 1: Request for Right of Entry</p> <p>Step 2: Review Right of Entry</p> <p>Step 3: Finalize Right of Entry</p> <p>Step 4: Due Diligence and Construction</p>

For Goal 1, what are n/a  
4 ways you plan to  
measure  
performance or  
impact? List out at  
least 4 performance  
measures.

Goal 2 Establish a grant of lease with the County of Maui

Objective 2 Allow for the three-to-five year lease to house wildfire-impacted families  
and secure the placement of modular units

For Goal 2, what are Step 1: Request for Lease  
4 actionable steps  
and timeline you plan Step 2: Complete Grant Application  
to take? List out Step  
1, Step 2, Step 3, Step 3: Request for County Council approval  
and Step 4. Step 4: Final execution of lease

For Goal 2, what are n/a  
4 ways you plan to  
measure  
performance or  
impact? List out at  
least 4 performance  
measures.

Goal 3 Construction

Objective 3 Step 1: Procure modular home builder and site work contractor  
Step 2: Complete Engineering Requirements  
Step 3: Submit for the approval from the Maui Lani Association  
Step 4: Begin development

For Goal 3, what are n/a  
4 actionable steps  
and timeline you plan  
to take? List out Step  
1, Step 2, Step 3,  
and Step 4.

For Goal 3, what are The build of (16) modular homes will offer long term economic stability for  
4 ways you plan to Maui families displaced by the wildfire.  
measure  
performance or  
impact? List out at  
least 4 performance  
measures.

#### 4. Economic Impact

Describe how your project will increase your organization's capacity by expanding an existing business and/or creating new jobs.

Maui already suffers from a limited housing inventory, especially affordable options. This project will offer (16) additional affordable options for Maui families.

Explain how this project will benefit Maui's economy, and answer the question, "Why should Maui County taxpayers fund this project?"

Maui already suffers from a limited housing inventory, especially affordable options. This project will offer (16) additional affordable options for Maui families.

Define and quantify the economic problems that need to be addressed.

As of April 26, 2024, a total of 693 families, constituting 83% of those seeking housing assistance through [helpingmaui.org](https://helpingmaui.org), have indicated a desire to stay in West Maui. Among these families, 56% express a preference specifically for residing within West Maui.

There is a need to offer housing at rental rates significantly more affordable than the current inflated housing market, for this project to be a viable medium-term housing solution for families. Owners offering units at [helpingmaui.org](https://helpingmaui.org) are asking median rents of \$5,000, \$7,000, and \$9,000 per month for 1-, 2-, and 3-bedroom units in West Maui. But, displaced households cannot afford that without rental assistance, self-reporting that they can pay a median monthly rent of \$1,500 for a 1-bedroom unit, and \$2,000 for a 2- and 3-bedroom unit, which happen to be very close to the 2024 HUD Fair Market Rents for Maui: \$1,701 for a 1-bedroom unit and \$2,139 for a 2-bedroom unit. Note that even these rates are higher than the self-reported rents that these families were paying for their Lahaina housing pre-fire: \$1,500 per month average.

Explain how the request will maintain or expand an existing program or establish a new one.

The Maui Lani development will establish additional housing inventory for wildfire-impacted families. This is the second phase of the project. Phase One opened its first unit in May 2024.

Target populations and Geographic Area

Wildfire-impacted families. Priority will be given to families with children, Lahaina primary resident property owners awaiting home construction, and seniors.

#### 5. Marketing Plan

Please provide a none  
marketing plan for  
your project including  
the use of local  
resources to promote  
your business,  
organization, project,  
or event.

Timeline: When will it n/a  
start, how often.

Where? List Media n/a  
Companies Both  
Digital and  
Traditional

#### 6. Economic Self Sufficiency

How do you expect  
this project, program,  
or event to become  
economically self-  
sufficient in the  
future? Describe how  
you would  
accomplish this,  
including a detailed  
timeline and ways  
you will generate  
revenue or leverage  
the County funding  
with this project,  
program, or event.

CNHA will charge a monthly rent of approximately \$2,500 per month per unit to offset the expenses contributed to property management, including insurance, utilities, maintenance, and repairs. If impacted are eligible for FEMA continued temporary housing assistance (CTHA), CNHA hopes to work with families to take advantage of their financial assistance while it is available. CNHA expects for the monthly rent to include water, sewer, and trash.

#### ◆◆ E. Forms

Itemized Project Budget and Narrative FILL OUT FORM ATTACHED  
BELOW AND UPLOAD TO COMPLETE Provide complete income and  
expenses for the entire project/program. Refer to pages 6 and 7 for  
instructions and examples. Once you're complete upload your file below.  
DOWNLOAD TEMPLATE HERE

Upload your Itemized Project Budget & Narrative

Maui\_Lani\_Project\_Budget\_PHASE\_II.xlsx

ANY ADDITIONAL INFORMATION? If you have any additional information  
regarding your narrative, please attach it below.

Optional: Additional narrative materials (you may add up to 7 additional files)

Fairways\_at\_Maui\_Lani\_Lots\_27-33\_Site\_Plan\_4-24-202452.pdf

## Required Documents

**CURRENT CERTIFICATE OF VENDOR COMPLIANCE** To obtain this form, visit Hawaii Compliance Express (HCE) online at [vendors.ehawaii.gov](http://vendors.ehawaii.gov). Under Hawaii law, you must provide proof of compliance in order to receive a contract worth \$2,500 or more with state and county government entities in Hawaii. HCE is an electronic system that allows vendors doing business with state or county agencies to quickly and easily obtain proof that they are compliant with applicable laws. With a subscription fee, registered HCE vendors receive a full year of service, automatic email notifications of status changes, and unlimited access by state and county government entities to print certificates for use. If the vendor is not compliant, the vendor is responsible to contact the respective department to resolve the issue.

### Upload Certificate of Vendor Compliance

**05.01.2024\_Certificate\_of\_Compliance.pdf**

**CURRENT DCCA ANNUAL FILING** Go to: [hbe.ehawaii.gov](http://hbe.ehawaii.gov) A. Current listing of Board of Directors Submit listing of current Board of Directors if different from DCCA filing. B. Corporate Resolution A Corporate Resolution is required to indicate the applicant's representatives who are authorized to sign contracts for the grantee. A Corporate Resolution is not necessary if the State's DCCA filing indicates the applicant's Officers and Board of Directors, and both an Officer and Director sign the grant document. See next

### Upload Current DCCA Filing

**CNHA\_Annual\_Report\_240130.pdf**

IRS W-9 FORM Download form at: [irs.gov/pub/irs-pdf/fw9.pdf](http://irs.gov/pub/irs-pdf/fw9.pdf)

### Upload IRS W-9 Form

**CNHA\_W9\_2023\_1.pdf**

**CURRENT FINANCIAL STATEMENT** Submit your most recent financial statement (12-month profit & loss and balance sheet for the grantee). In the event that the grantee is the fiscal agent, the financial statements and balance sheets should include those of the sub recipient. OED reserves the right to request an audited financial statement prepared by a Certified Public Accountant (CPA).

### Upload Current Financial Statement

**CNHA\_Financials.pdf**

**BYLAWS OF POLICIES WHICH DESCRIBE THE MANNER IN WHICH BUSINESS IS CONDUCTED.** Your bylaws must describe the manner in which business is conducted. Such bylaws shall include provisions relating to nepotism and management of potential conflict of interest situations.

### Upload Bylaws

OPTIONAL: CERTIFICATE OF INSURANCE NOT required at the time of application submission, but required prior to execution of grant.

Optional: Upload  
Certificate of  
Insurance

Health and Safety Protocol The County of Maui is committed to encouraging mitigation measures to combat potential health risks associated with COVID-19. The Healthy and Safety of our communities are always a priority.

☐ ☐ You are about to  
submit your  
application. ☐ ☐

**\*\*The County of Maui Office of Economic Development will roll applications into the next review period if they are submitted after the following deadlines: May 15th, 2023, November 1st, 2023, and February 1st, 2023. Correcting mistakes or making edits after your application has been submitted is not allowed. For additional information, please visit: THIS WEBSITE. For any technical questions about the platform, please visit THIS WEBSITE. Please review your answers carefully and double-check that all attachments are correct before you submit your application. When your application has been received, you will receive an e-mail confirmation. If you do not receive a confirmation email, you may not receive other communications about the status of your application. Be sure to check the following information: Check which email address you used to set up your Submittable account and ensure it was entered correctly. Make sure your application is not still saved as a draft. Check the junk/spam filters for your email account. Emails are sent from notifications@email.submittable.com. Safelist the Submittable email address. Safelisting an email address means explicitly telling your email service provider that emails from notifications@email.submittable.com are not spam or junk mail. How can I safelist notifications from Submittable?**