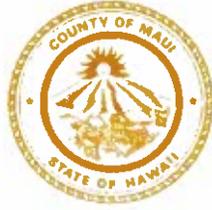


RICHARD T. BISSEN, JR.
Mayor

RICHARD E. MITCHELL, ESQ.
Director

SAUMALU MATA' AFA
Deputy Director



DEPARTMENT OF HOUSING
COUNTY OF MAUI
2065 MAIN STREET, SUITE 108
WAILUKU, MAUI, HAWAI'I 96793
PHONE: (808) 270-7351
FAX: (808) 270-6284

January 23, 2026

Honorable Richard T. Bissen, Jr.
Mayor, County of Maui
200 South High Street
Wailuku, Hawai'i 96793

APPROVED FOR TRANSMITTAL

Samuel King 1-27-26
Mayor Date

For Transmittal to:

Yuki lei K. Sugimura, Chair
Budget, Finance, and Economic Development Committee (BFED)
200 South High Street
Wailuku, Hawai'i 96793

Dear Chair Sugimura:

**SUBJECT: BILL 4 (2026), AMENDING FISCAL YEAR 2026
BUDGET: GRANT TO LAHAINA COMMUNITY LAND
TRUST (BFED-20(24))**

The Department of Housing (Department) is in receipt of the Budget, Finance, and Economic Development Committee's (BFED) letter dated January 21, 2026, in which the BFED Committee asked four questions and requested certain documents by January 23, 2026. Both the questions and Department's responses follow, and the requested documents are attached.

- 1. Copies of the executed grant agreements with the Lahaina Community Land Trust for Fiscal Years 2025 and 2026, including all exhibits, budgets, and reporting requirements.**

Copies of the executed grant agreements with the Lahaina Community Land Trust (LCLT) for Fiscal Years (FY) 2025 and 2026, including all exhibits, budgets, and reporting requirements, are attached as follows:

- a. G6473 (FY 2025) – Grant in the amount of \$1,500,000.00, relating to property acquisition program (Attachment 1).
- b. G4674 (FY 2025) – Grant in the amount of \$3,500,000.00, relating to insurance gap program (Attachment 2).
- c. G6722 (FY 2026) – Grant in the amount of \$6,000,000.00, relating to fire recovery (Attachment 3).

2. The administrative cost cap for the Lahaina Community Land Trust for Fiscal Years 2025 and 2026.

The administrative budget for each LCLT grant agreement is as follows:

- a. G6473 – Administrative budget: \$50,000.00
- b. G4674 – Administrative budget: \$300,000.00
- c. G6722 – Administrative budget: \$0.00

3. Identify which costs count toward the administrative cost cap.

Administrative expenses are the overhead costs necessary to manage and support a program or contract rather than directly deliver services. These costs typically include administrative staff salaries and benefits; accounting, auditing, payroll, and financial reporting; office rent, utilities, supplies, and software; legal, insurance, and compliance-related services; contract and grant administration activities such as invoicing, reporting, and recordkeeping; and prorated indirect costs such as human resources, information technology, and executive oversight.

Administrative expenses do not include direct project construction, or client service costs, and must be allowable, reasonable, well documented.

4. How the Department plans to report grant-funded property acquisitions to the Council, including the information that will be reported and the reporting frequency.

LCLT provides the Department with property information, including property descriptions and the final buyer's statements, along with its reimbursement requests submitted for payment processing.

LCLT's final report for G6473 contains a list of properties purchased (Attachment 4). Please note that G4674 and G6722 are active.

Should the BFED Committee have any further questions, or require any additional documentation, please feel free to contact me at either director.housing@co.maui.hi.us or (808) 270-7110.

Sincerely,

Richard Mitchell

RICHARD E. MITCHELL, ESQ.
Director of Housing

Attachments (4)

cc: Saumalu Mata'afa, Deputy Director
Cassi Yamashita, County Housing Programs Division Administrator



Lahaina Community Land Trust

Final Report

Date: 09/29/2025

Project: Land Acquisition

Grantee: Lahaina Community Land Trust

Grant Program: Land Acquisition, Grant #G6473

Inventory of Equipment

N/A – No equipment costing \$250 or more was purchased with County funds under this Agreement.

List of Expenditures

By property:

Property Address	Purchase Date	Total Purchase Amount	County Funds Used
825 Kopili St	2/28/2025	\$580,812.00	\$580,812.00
344 Kamano Pl	3/10/2025	\$620,243.50	\$620,243.50
463 Lahainaluna Rd	6/27/2025	\$597,641.25	\$298,944.50
TOTAL		\$1,798,696.75	\$1,500,000.00

By cost category (from attached settlement statements):

Cost Category	Amount (\$)
Purchase Price of Properties	\$1,490,944.50
Title & Escrow Expenses	\$7,361.50
Recording Fees & Tax	\$1,694.00
TOTAL	\$1,500,000.00



Summary of program status vs. goals, objectives, scheduled action steps

LCLT has successfully acquired three fire-affected parcels in Lahaina that were deemed to be a good fit for County Affordable Housing Funds. Each acquisition was made only after working closely with impacted families to exhaust all available options for them to remain in or return to their homes.

These purchases reflect the program's commitment to community stabilization and to prioritizing long-term local residency, consistent with the goals outlined in the grant application.

LCLT plans to begin the building planning process for these parcels in 2026.

These homes will then be sold to qualified buyers. For these homes the requirement for qualification will be household income < 140% AMI and affected by the fire. We will then select the home buyer by lottery, prioritizing lottery selections by total time lived in West Maui, in accordance with Maui County code 2.96.090.

Homes built on these properties will be sold with a 99 year ground lease that stipulates a resale formula (1.5%/year) and has an owner occupancy requirement. This ground lease is renewed upon each transfer. Homes built on these properties will be permanently affordable.

Contact information and all other relevant information regarding people or businesses served

N/A - No households or businesses have yet been directly served, as acquisitions are complete but homes are not yet developed or sold.



Progress towards meeting performance standards and economic self-sufficiency.

LCLT is actively working on selecting home designs and contractors to build homes these parcels to sell to Lahaina families at an affordable price. We anticipate construction beginning on some of our parcels by Q1/Q2 2026.

Building and selling these homes at an affordable rate will enable families to build stability and modest wealth, providing self-sufficiency for the purchasing families, and for generations to come.



**COUNTY OF MAUI
DEPARTMENT OF HOUSING
COUNTY HOUSING PROGRAMS DIVISION**

G6473

2065 Main Street, Suite 108, Wailuku, HI 96793

GRANT AGREEMENT ROUTING SLIP

GRANTEE NAME:	Lahaina Community Land Trust ✓			
PROJECT TITLE:	Keep Lahaina Land in Lahaina Hands, Acquisition Program ✓			
EXECUTION OF GRANT AGREEMENT NO. <u>G6473</u> ✓ AMENDMENT NO. _____				
INDEX CODE(S)	<u>101001 101017</u>			
AMOUNT(S) REQUESTED	<u>\$1,500,000</u> ✓			
TITLE FUND SOURCE	Ordinance No. 5657, Bill No. 60, CD1, FD2 (2024) FY 2025 Budget, Appendix A, Part II Special Purpose Revenues			
Please provide the title of fund source exactly as it appears on the FY 2025 Budget Ordinance				
NUMBER OF PAGES FOR AGREEMENT & ALL EXHIBITS	AMOUNT OF ORIGINAL APPROPRIATION	Any Proviso added?	CONTACT PERSON	VENDOR NO
<u>42</u> Pages (Do not count Routing, CVC, COI, DCCA)	<u>\$1,500,000</u>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Jody Huybrechts	G000355

	APPROVAL/SIGNATURE REQUIRED	ACTION	DATE & INITIAL
SECTION II	(1) DEPARTMENT OF CORPORATION COUNSEL Kristina Toshikiyo, DEPUTY CORPORATION COUNSEL	Draft grant agreement	1/28/25 KCT
	(2) COUNTY HOUSING PROGRAMS ADMINISTRATOR <i>CA</i> Buddy Almeida	Review/approve for forwarding to Grantee.	2/4/25 SM
	(3) GRANTEE: Lahaina Community Land Trust	For signature Return to County Programs Division. Attn. Jody Huybrechts	2/5/25 JH
	(4) DEPARTMENT OF HOUSING <i>RP</i> Richard E. Mitchell, Esq., DIRECTOR	Review for recommended approval.	2/7/25 SM
	(5) BUDGET OFFICE Lesley Milner, DIRECTOR	Review for recommended approval. Is the source of fund listed in the Budget Ordinance? <input checked="" type="checkbox"/> YES or NO	<i>LM</i> 2/11/25
	(6) DEPARTMENT OF CORPORATION COUNSEL Kristina Toshikiyo, DEPUTY CORPORATION COUNSEL	Review/approve as to form and legality	2/12/25 KCT
	(7) DEPARTMENT OF FINANCE Marcy Martin, DIRECTOR	Certification of grant agreement by Accounts Division.	<i>MM</i> FEB 21 2025
	(8) OFFICE OF THE MAYOR Richard T. Blissen Jr., MAYOR	For signature	<i>RB</i> 2/12/25
	(9) DEPARTMENT OF FINANCE Purchasing Division, Attn. Dana AhNee	Transmittal of executed agreement to Grantee and County Housing Programs Division	

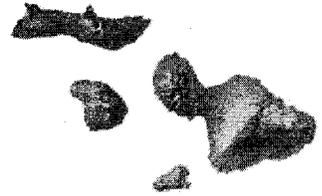
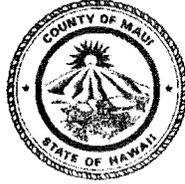
SECTION III	INSTRUCTIONS:
	1. Please do not remove this routing slip from the attached documents
	2. County Departments and Grantee(s): Please call Jody Huybrechts, County Housing Programs Division, at ext. 7356 for questions or further information regarding this document.
	3. Department of Finance: Please return this routing slip with an executed copy of the grant agreement upon forwarding it back to the County Housing Programs Division. Thank You.

SECTION IV	ADDITIONAL REMARKS/COMMENTS:

RICHARD T. BISSEN, JR.
Mayor

MARCY MARTIN
Director

MARIA E. ZIELINSKI
Deputy Director



DEPARTMENT OF FINANCE
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAI'I 96793
www.mauicounty.gov

February 27, 2025

Lahaina Community Land Trust
117 Pualu Place
Lahaina, HI 96761

**RE: KEEP LAHAINA LAND IN LAHAINA HANDS, ACQUISITION PROGRAM
GRANT NO. G6473**

Dear Lahaina Community Land Trust:

Transmitted is a copy of the fully executed grant agreement for your file.

Sincerely,


BY **MARCY MARTIN**
Director of Finance

MM:csis
Enclosure

xc: Department of Housing – County Housing Programs Division

GRANT NO. G6473

GRANT OF COUNTY FUNDS

Department: Housing – County Housing Programs Division

Project Title: Keep Lahaina Land in Lahaina Hands, Acquisition Program

Certification Requested from County: \$1,500,000.00

This GRANT OF COUNTY FUNDS (“Agreement”) is made this 26th day of February, 2025 by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the “County”, and LAHAINA COMMUNITY LAND TRUST, a Hawaii nonprofit organization, whose mailing address is 117 Pualu Place, Lahaina, Maui, Hawaii 96761, hereinafter referred to as the “Grantee”. County and Grantee shall hereinafter be referred to collectively as the “Parties”.

Availability of Funds. The availability of funds for this Agreement shall be as set forth in the Funds Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Agreement. Funds Certification shall be on file in the office of the Director of Finance of the County of Maui.

WITNESSETH

WHEREAS, the County desires to provide grant funds for Keep Lahaina Land in Lahaina Hands, Acquisition Program (the “Project”); and

WHEREAS, the County has reviewed and approved the Grantee’s proposal for a grant of County funds in furtherance of the Project.

NOW, THEREFORE, the Parties, in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

1. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Project in accordance with the General Terms and Conditions, attached hereto as Exhibit “A” and made a part hereof.

2. Additional Conditions. In further consideration of a grant of Affordable Housing Funds, the Grantee agrees as follows:

- a. Grantee shall comply with the requirements of Chapters 3.35 and 3.36, Maui County Code (“MCC”). In the event of a conflict between Chapters 3.35 and 3.36, MCC, the provisions of Chapter 3.35, MCC, shall control.
- b. Title to any real property shall be held in perpetuity by Grantee unless conveyed to the County, or to a qualified nonprofit or community land trust.

GRANT NO. G6473

- c. Grantee shall submit annual reports to the Department of Housing, documenting the progress toward implementing long-term management of the Project.
- d. Grantee shall comply with any other requirement of the County.

3. Scope of Project. Grantee shall use the funds for the Project as described in Exhibit “B”, attached hereto and made a part herein.

4. Project Budget. Subject to the terms of this Agreement, the County agrees to make available as a grant to the Grantee, a sum not to exceed the total amount of certification requested as set forth above, subject to appropriation. The County shall review and approve the following prior to any grant funds being released:

- a. All documentation related to other funding sources for the Project;
- b. Final Budget (sources and uses) for the Project; and
- c. Other items as deemed necessary by the County of Maui

5. Performance Schedule. The duration of this Agreement shall begin on the County’s Notice to Proceed and continue for a period of two years, unless sooner completed, terminated, or extended in compliance with the terms of this Agreement. It is understood that to exercise any such extension option, the Parties will execute an Amendment to the Agreement. The Parties acknowledge that the funding stated above relates only to the County's current fiscal year, which ends June 30, 2025, and funding for subsequent fiscal years is subject to appropriation by the County Council in its sole and absolute discretion

6. Conflict. In the event of any conflict between or among this Agreement and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Agreement shall control first, the County’s General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.

7. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Department of Housing
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Notice to the Grantee shall be sent to the Grantee’s address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

GRANT NO. G6473

8. Officer-in-Charge. The Director of Housing, or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Project completion.

9. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

10. Severability. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

11. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the parties.

12. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be 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.

13. Authority and Effective Date. The undersigned represent and warrant that they are authorized to execute this Agreement, which is effective on the date of the last signature hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month, and year first written above.

[EXECUTION PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANT NO. G6473

GRANTEE'S EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Contract on behalf of the Grantee.

GRANTEE:

LAHAINA COMMUNITY LAND TRUST

By Autumn Ness
(Signature)

Autumn Ness
(Print Name)

Its Executive Director
(Title)

Date 2-5-25

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GRANT NO. G6473

COUNTY EXECUTION PAGE

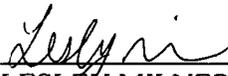
COUNTY OF MAUI:

By 
RICHARD T. BISSEN, JR.
Its Mayor

Date 2-26-25

APPROVAL RECOMMENDED:


FOR RICHARD E. MITCHELL, ESQ.
Director of Housing


LESLEY MILNER
Budget Director

APPROVED AS TO FORM
AND LEGALITY:


KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
LF2025-0122
2025-01-21 G6473 Primary docx

GRANT NO. G6473

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

In consideration of the grant of County funds, Grantee covenants and agrees to the following terms and conditions in the use and administration of County funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Agreement and any subsequent amendments, the terms, provisions, conditions and/or covenants contained in said body shall prevail.

1. **RECORD KEEPING.** Grantee shall keep records and prepare reports, including detailed, separate financial records relating to all grant funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit an expeditious determination to be made at any time of the status of funds within the award, including any disposition of all funds received from County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of the Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement. Grantee and any subcontractors shall maintain the files, books, and records that relate to the Grant, for at least three years after the date of final payment under the Grant.

2. **QUARTERLY REPORTS.** Grantee shall provide County with written, narrative, quarterly status reports within thirty (30) calendar days of the end of each report quarter (excluding the final quarter). These reports shall contain the following information:

- a. Summary of program status in relation to goals, objectives and scheduled actions steps outlined in the grant application;
- b. Contact information and all other relevant information regarding people or businesses served;
- c. Financial status of County funds used; and
- d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.

3. **FINAL REPORT.** Within 30 (thirty) days of the expiration of the Performance Schedule or completion of the Project, or termination of the Agreement, whichever is sooner, Grantee shall submit to County a final project report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and contain the following:

- a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement;
- b. A list of expenditures incurred in the performance of this Agreement;
- c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
- d. Contact information and all other relevant information regarding people or businesses served;
- e. Financial status report of County funds used; and
- f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.

4. **FINANCIAL AUDITS.** Grantee shall supply County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.

GRANT NO. G6473

5. **NONPROFIT STATUS.** If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict of interest situations, as required by Section 3.36.040(c), Maui County Code.

6. **INSURANCE.** During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Grantee shall provide County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The County shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a copy of the policies. Grantee shall also carry workers' compensation insurance for Grantee's employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.

7. **INDEMNIFICATION.** To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination or surrender of this Agreement.

8. **SUBCONTRACTS.** The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.

9. **EMPLOYEE COMPENSATION.** Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.

10. **COUNTY RECOGNITION.** Grantee shall give the County and State of Hawaii, if applicable, appropriate recognition in all grant-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.

11. **GRANTEE COMPLIANCE.** Grantee shall strictly comply with its articles of incorporation and/or bylaws and all relevant County, State and Federal rules and regulations concerning Grantee's policies and operations.

12. **NO DISCRIMINATION.** Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal

GRANT NO. G6473

and State laws prohibiting discrimination.

13. MODIFICATION OF AGREEMENT. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental Agreements executed by the County and Grantee.

14. DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT. Grantee shall be deemed to be in default of the Agreement if:

- a. Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
 - b. Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
 - c. Grantee abandons or discontinues its operations for a period in excess of thirty (30) days;
- or
- d. Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated.

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- b. Withhold grant fund payments pending correction of the noncompliance;
- c. Disallow all or part of the cost/expense of the activity or action not in compliance;
- d. Withhold additional award(s) to Grantee; and
- e. Terminate this agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such suspension or termination. Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee pursuant to this Agreement shall be transferred to the County.

15. COSTS INCURRED DUE TO SUSPENSION OR TERMINATION. The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.

16. WITHHOLDING OF PAYMENTS. County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

17. PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

18. ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's

GRANT NO. G6473

personal expenses.

19. **LOBBYING PROHIBITED.** Grantee shall not use grant funds for lobbying purposes or activities.

20. **REVERSION OF ASSETS.** The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either:

- a. Pay the County the current fair market value of the asset; or
- b. Transfer control of the asset to the County.

Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, the Grantee shall transfer to the County:

- a. Any County funds on hand at the time of expiration or termination of this Agreement;
- b. Any account receivables attributed to the use of County funds; and
- c. Any real and/or personal property acquired or improved in whole or in part with County funds.

21. **PRODUCTION OF INFORMATION.** If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.

22. **COMPLIANCE WITH LAWS.** Grantee shall comply with all applicable Federal, State and County laws, rules, regulations, licensing requirements, applicable accreditation and other standards of quality generally accepted in the field of Grantee's activities.

23. **METHOD OF PAYMENT.** Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officer-in-Charge.

a. **REIMBURSEMENT.** Grantee shall submit on its company/agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, or other documents are submitted. Each reimbursement request shall:

1. Identify the Project, the nature of the work or materials provided, and the specific Phase of the Project for which the work or materials were provided;
2. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
3. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
4. Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and/or other documents providing verification of work completed in accordance with this Agreement; and
5. Be presented in duplicate, with two (2) complete sets of all items submitted.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

b. **ADVANCED DISBURSEMENT.** At the discretion of the Officer-in-Charge, advance disbursement of twenty-five (25) percent or more of grant funds may be issued to Grantee. Such advanced disbursements must be directly related to the Program, and Grantee shall submit on its company/agency's letterhead written documentation to the County for expenditure of such funds, in accordance with subsection (a), above, within

GRANT NO. G6473

30 days of such advance disbursement(s).

If advance disbursement totals less than ninety (90) percent of the total grant funds, the County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

Grantee shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order, or request for payment sent to the County is correct, complete, and in accordance with the terms of this Agreement. Initial and final payment under this Agreement shall be subject to receipt by the County or original tax clearance certificates for the Grantee from the State of Hawaii.

24. PROGRAM INCOME. "Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees, or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.

25. PROCUREMENT. If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.

26. INSPECTIONS AND MONITORING. Grantee shall permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, event or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigation, researching or formulating programs, services or related policies and procedures or when County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.

27. PERSONNEL REQUIREMENTS.

- a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.
- b. The Grantee shall ensure that the Grantee's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
- c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination thereof shall be construed together and shall constitute one and the same Agreement.

GRANT NO. G6473

In the event Grantee fails to adhere to any of the conditions of this Grant, including the general and special conditions (if any), County may withdraw any part or all of the grant at the County's sole discretion and without advance notice. Grantee shall be held liable for any grant funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT "B"

County of Maui
Department of Housing
Affordable Housing Fund Program
Application Form

Project Name: **Keep Lahaina Land in Lahaina Hands, Acquisition Program**

1. **ENTITY INFORMATION**

A. Entity Information

Please type or print legibly the following information:

Entity's Name: Lahaina Community Land Trust	
Entity's Tax ID Number: 93-4230569	
Entity's Contact Name, Title: Autumn Ness, Director	
E-Mail Address: autumn@lahainacommunitylandtrust.ort	Phone Number: 808 250 4200
Entity's Address: 117 Pualu PI Lahaina, HI 96761	Fax Number: N/A

B. Please also include the information below if this application is being prepared by a person or entity different from the applicant.

Application Preparer Name:	
Application Preparer Contact Name, Title:	
Application Preparer E-Mail Address:	Application Preparer Phone Number:
Application Preparer Address:	Application Preparer Fax Number:

C. The Entity is a:

- Public agency Private non-profit organization
 Private for-profit entity Community Land Trust
 Other: _____

D. Non-Profit Articles of Incorporation (Include copy)

E. Corporate Bylaws (Include copy)

F. Financials (Include most current financial statement)

G. Name and Title of Individual(s) authorized to sign legal documents on behalf of organization:

Name: <u>Autumn Ness</u>	Title: <u>Director</u>
Name: <u>Mikey Burke</u>	Title: <u>President</u>

(Include resolution authorizing individual(s) to sign application)

2. TYPE OF USES

A. Use Category: Check the use category(s) that most appropriately describes your use of Affordable Housing Fund Program funds:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Land Acquisition | <input type="checkbox"/> New Construction |
| <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> On-Site Improvements |
| <input type="checkbox"/> Planning, Design | <input type="checkbox"/> Off-Site Infrastructure |
| <input type="checkbox"/> Residential Building Acquisition | <input type="checkbox"/> Other Uses (please specify): |

B. Project/Program Type: Check the appropriate activity:

- For-Sale Housing
- Rental Housing
- Rehabilitation
- Other (please specify): _____

C. Occupancy Information:

Number of households assisted at each Area Median Income (AMI) category:

At or below 30% AMI: _____	At or below 80% AMI: _____
At or below 40% AMI: _____	At or below 90% AMI: _____
At or below 50% AMI: _____	At or below 100% AMI: _____
At or below 60% AMI: _____	At or below 120% AMI: _____
At or below 70% AMI: _____	At or below 140% AMI: <u>3-4 households</u>
Other: _____	

D. Indicate the number of units allotted for each of the following:

Family _____

Homeless _____

Elderly _____

Special Housing Needs _____

In the space provided below, please describe the special housing need served by this project (i.e. mobility impaired, hearing/vision impaired, mentally challenged, etc.).

Preference in ground-lease lotteries will be given to Lahaina fire-survivors whose primary place of residence (rental) was destroyed by fire. Preference will also be given by length of residence in the West Maui Community Plan area, as allowed by law.

3. FORM OF ASSISTANCE

Check the appropriate type of assistance:

- Grant
- Interest bearing loan (interest rate set at 3%)

If type of assistance is a loan, describe loan terms, loan repayment schedule and identify security/guarantee: (Attach additional pages if needed)

N/A

4. PROJECT SUMMARY

- A. Project Name: Keep Lahaina Lands in Lahaina Hands
- B. Location (town/community): Lahaina
- C. Tax Map Key #: To be determined
- D. **Detailed project description** [include an outline of the income categories the project will serve; location of project; total number of units; type of project (homeownership or rental); target group (family, elderly or other special needs group, specify group); form of assistance (loan or grant); use of affordable housing fund program funds (acquisition of vacant land, acquisition of residential building and rehabilitation, new construction, etc.); unit size (no. of bedroom/bath); other funding sources (if firm commitment or tentative commitment), status of entitlements (zoning, district boundary amendment, community plan, 201H or MCC 2.97 variances); environmental review status; site control status; project schedule (from pre-development to occupancy or acquisition of site or building to occupancy); if project satisfies another developer's affordable housing requirement or not; community support, other county, state or federal agencies support or approval and needs analysis for the type of project]. (Attach additional pages if needed)

Affordable Housing Funds will be used to purchase fire-affected lots in Lahaina, as they go up for sale. Current trends suggest that LCLT will be able to acquire 3-4 parcels with the allotted \$1.5 million. LCLT will use an internal line of credit to purchase lots and send a request for payment along with a Final Buyer's Statement to the County for reimbursement upon closing. Focus is on single-family for sale housing. LCLT will construct the maximum number of units allowed per zoning designation of each specific parcel, unless doing so would create a tangible negative environmental or community impact. The new homes will be modest in size and vary in number of bedrooms and bathrooms, depending on lot size, so that they can serve a variety of household needs.

In most cases, entitlements or special permits will not be necessary, as units are likely to qualify for expedited building permits, as they are in the burn zone. Parcels that are located within the SMA or that have land use issues that will slow down the construction process will be avoided.

Once the home is built, LCLT will retain title to the land, in perpetuity, and sell the improvements (the house) to an eligible and qualified household. Households earning less than 140% of area median income who were renting and lost their homes in the burn zone will be prioritized for the lottery, and then selected households will be prioritized according to length of residence in the West Maui Community Plan area, as allowed by law.

Selected buyers will secure a mortgage to purchase their LCLT home at an affordable sales price which will be at or below the prices determined by the county for households at 140% of AMI. Given the price of construction in the post fire environment, LCLT anticipates needing to reduce the price of the home by more than its investment in the land alone. To this end, LCLT has raised \$600,000 in unrestricted private funds it has earmarked to cover this additional gap up to \$200,000 per unit. The price at which the LCLT home is sold will be determined by a formula that targets a range of buyers earning less than 140% of AMI given projected interest rates, insurance costs, program fees and HOA dues (if applicable).

To keep costs low, LCLT is currently negotiating with private funders and lenders to secure construction financing it will be able to use to pay for the cost of construction. Once the homes are sold these loans will be paid off and revolve around to the next home under construction.

At closing the homeowner and LCLT will enter into a 99-year renewable ground lease that ties the improvements (house) to the land, requires the owner to remain an owner occupant and includes a managed appreciation formula that limits the price at which the home may be sold in the future. LCLT's managed appreciation formula is 1.5% per year, just below the average annual AMI increase (15 years prior to COVID 2004 - 2019) so the home will remain affordable to the same target income buyers in perpetuity. LCLT's ground lease is based on the Grounded Solutions Network model lease that has been approved by both Fannie Mae and Freddie Mac.

When a LCLT homeowner decides to sell, LCLT retains the first right of refusal to purchase the home back, at the price calculated according to the lease. LCLT will either purchase the house back and resell it to another eligible and qualified household, or assign that purchase right to an eligible and qualified household. In the event a homeowner dies, the 99-year lease is inheritable. If the heir is not eligible or willing to abide by the terms of the ground lease (i.e. be an owner occupant), the home will be sold to an eligible and qualified household and the heir will receive the proceeds of sale.

- E. Provide an overview of the **long-term management plan** for the proposed project (please include tenant selection process; homebuyer selection process; compliance monitoring plan (annual verification of owner occupancy, verification of homeownership unit kept affordable for 25 years, rental unit kept affordable for life of unit, etc.) *(Attach additional pages if needed)*)

Homebuyer selection process will prioritize income eligible Lahaina residents whose primary residence (rental) was affected by fire. Preference will be given to long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2.96.090.

LCLT is using HomeKeeper to manage its applicants, properties and long term investments into its homes. HomeKeeper is a Salesforce based CRM that was designed by and for community land trust and is currently housed within the Grounded Solutions Network. HomeKeeper enables CLTs to manage eligibility and acquisition information, but facilitates on-going monitoring of items such as hazard insurance coverage, property tax payments, improvements/changes to the home, owner occupancy and more. At a minimum LCLT will collect evidence of annual insurance coverage and monitor owner-occupancy once a year. LCLT's documentation will be available for the County to review upon request.

To help offset the cost of this on-going monitoring, LCLT will charge a nominal monthly ground lease fees of \$50-100/month, to be paid by the homeowner. As homes age, a portion of that ground lease will be put into a maintenance fund, in order to assist the homeowner with cost of upkeep over time.

Homes will be kept affordable in perpetuity. Since LCLT owns the land, it is not possible to transfer the improvement without the approval and direct involvement of LCLT. When a LCLT homeowner decides to sell, LCLT retains the first right of refusal to purchase the home back, at the price calculated according to the lease. LCLT will either purchase the house back and resell it to another eligible and qualified household, or assign that purchase right to an eligible and qualified household. In the event a homeowner dies, the 99-year lease is inheritable. If the heir is not eligible or willing to abide by the terms of the ground lease (i.e. be an owner occupant), the home will be sold to an eligible and qualified household and the heir will receive the proceeds of sale.

- F. Provide a **housing needs analysis** for the type of project being developed (if citing information from housing needs studies or market analysis, reference the source document and include the pertinent pages of the source document) (document source if using statistics). *(Attach additional pages if needed)*

"Expansion of community ownership of real estate in West Maui is one of the few solutions that promises to make homeownership more accessible and build families' wealth. Expanding ownership of real estate at the local level can have beneficial consequences at family, community, and statewide scales – and land loss can lead to the opposite. Land sales patterns from other post-disaster communities indicate the possible scale of the problem that could unfold here."

Excerpt from "Āina Retention for Lahaina, Expanding community ownership to build community resilience in Maui Komohana."

Link to full report can be found here:

<https://static1.squarespace.com/static/60ac5bb9eb895759b833a61d/t/66677a86de52f27958abbdaa/1718057639801/%CA%BB%C4%80ina+Retention+For+Lahaina+%5Bfinal%5D.pdf>

J. Number of affordable units and rents/sales price (as a percentage of median income)

Please indicate if it is rents or sales price: to be determined

	<u>30% and below</u>	<u>50% and below</u>	<u>60% and below</u>	<u>80% and below</u>
0 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
1 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
2 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
3 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
4 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
5 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____

	<u>90% and below</u>	<u>100% and below</u>	<u>120% and below</u>	<u>140% and below</u>
0 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
1 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
2 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
3 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
4 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
5 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____

K. Project Unit Mix

Fill in the appropriate number in the table below.

No. of Buildings	Studios	1 BR	2 BR	3 BR	4 BR	Total units
Gross Building Area in square feet	SF / unit	Gross Residential Area				
Common Area (in square feet)						
Commercial Space (in square feet)						
Total Area						

If you need more space, attach a separate sheet with the information requested above.

L. Project Amenities. The Project will include the following amenities:

- Playground/Tot lot
- Community Meeting Room
- Laundry Room
- Other (describe): _____
- Picnic Area
- Elevator
- Computer with high-speed internet access
- Swimming Pool
- Transportation

M. Unit Amenities. What equipment/furnishings will be available in each unit?

- Range Refrigerator Air Conditioning Disposal
 Dishwasher Washer Dryer Carpet
 Drapes Furniture Heating Cable TV
 High speed internet access Other (describe): _____

N. Project includes other facilities (if applicable):

- Community Center Facility
 Child Care Facility
 Other (Describe): _____

O. Will project have innovative techniques in design, construction, or operation?

- Yes No (If "Yes", briefly describe)

P. Provide schematic plans and/or preliminary plans, if available.

Q. Period of Affordability: 25 years In perpetuity Other: _____

R. Who will own the project?

- Prior to completion: Lahaina Community Land Trust
- After construction: Lahaina Community Land Trust
- After occupancy: LCLT + new homeowner in partnership

S. Parking. How many parking spaces will be provided at the project site? Please complete the table below.

	Number of spaces	Ratio of Spaces/Units
Tenant	To be determined	
Guest		
Handicap Accessible		
Commercial		
Total		

Will a fee be charged to tenants for parking in addition to rent? Yes No

T. Energy Efficiency and Green Building Practices

- Project will utilize solar water heating.
- Project will install Energy Star certified appliances throughout the project.
- Project will install low flow plumbing fixtures which conserve water.
- Project will install energy efficient light fixtures in common areas.
- Project will install air conditioning in each unit.
- Project will install ceiling fans in each unit.
- Project will install a light colored cool roof in each building.
- Project will incorporate water-efficient landscaping.
- Project will use painted rated low or no Volatile Organic Compounds (VOC).
- Project will vent range hood to the outside.

U. Accessible units

Number of Accessible units	
Number of Adaptable units	

V. Availability

Will all of the residential units be available to the general public? Yes No

If you answered no, please qualify which populations the units will be made available to.

Homeowner selection process will prioritize Lahaina residents whose primary residence was affected by fire. Preference will be given to long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2.96.090

5. **SITE INFORMATION**

A. Current legal owner of property: _____

B. Street Address (if applicable): _____

C. Provide the following documents as attachments/exhibits, if applicable:

1. Preliminary title report
2. Location map
3. Project site map

- 4. Flood insurance rate map
- 5. Professional Housing Report (Residential Building Acquisition)

D. Year Residential Building constructed (Residential Building Acquisition): _____

E. Total site land area: _____ sq.ft _____ acres

F. Describe the physical characteristics of site (shape, terrain, foliage, structures, etc.) *Attach additional pages if needed.*

Acquisition will be focused on properties that are within the Lahaina burn area.

G. If applicable, indicate if any of the following conditions apply to the infrastructure servicing the project site by checking the appropriate category:

	Yes	No	N/A
1. Road access to site adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sewer capacity adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Electrical service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Water service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Aquifer serving area adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Storm drainage adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Trash/garbage service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Police service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Distance to fire station _____ miles
 Distance to police station _____ miles

If any answer to the above questions is "No", on a separate attachment describe the deficiency, include the distance needed to bring the infrastructure to the project site and time to complete. Describe any actions being taken, or which must be taken to resolve any potential problems associated with any infrastructure deficiencies.

To be determined, depending on specific parcels.

H. Schools. For new construction projects having more than 50 non-elderly housing units, provide letters from the Department of Education that note:
 (a) The capacity of the school(s) servicing the area of the project; (b) Current enrollment, and
 (c) Whether the schools can accommodate the additional students generated by the project.

L. Site Control:

1. Date of option agreement, purchase agreement, lease agreement, development agreement, land sales contract, or other enforceable agreement:

Entered into on: ___/___/___ Terminates: ___/___/___

2. Provide copy of site control agreement (i.e. option, purchase, lease, etc.).

3. If entity does not have site control, does entity have a valid commitment of site control?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

4. If entity does not have site control or valid commitment of site control, when will site control be obtained?

5. Include appraisal, if available, or other information regarding property value.

M. Environmental Considerations: Indicate which of the following environmental concerns are applicable to your project by checking "Yes" or "No":

- | | Yes | No | NA |
|--|--------------------------|--------------------------|--------------------------|
| 1. Project will affect a property designated as a historic site on the State or National Registers of Historic Places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Project site is located in 100-year flood zone. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Project site is located in a wetland. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Project will require a Shoreline Management Permit. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Project will affect endangered species or their habitats. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Project has manmade hazards or nuisances. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If any answer to the above questions is "Yes":

Have any of the permits or clearances related to the aforementioned environmental concerns been obtained? Yes No

If "No", identify on a separate attachment any actions taken toward obtaining an environmental clearance and the anticipated time to complete such actions.

Does the proposed project require an Environmental Assessment in accordance to Chapter 343, Hawaii Revised Statute? Yes No

If not required, provide explanation:

Is the Final Environmental Assessment for the proposed project complete (in accordance to Chapter 343, Hawaii Revised Statute)? Yes No

If yes, please submit one set of the completed State Final Environmental Assessment, Finding of No Significant Impact or Environmental Impact Statement.

If no, when will it be completed?

Does the proposed project require an Environmental Assessment in accordance to 24 CFR Part 58 (if federal funds are utilized)? Yes No

Is the Final Environmental Assessment for the proposed project complete (in accordance to 24 CFR Part 58)?

If yes, please submit a copy of the final Federal Environmental Assessment, Finding of No Significant Impact or Federal Environmental Impact Statement.

If no, when will it be completed?

If Affordable Housing Fund Program funds or federal funds are utilized for site acquisition, an All Appropriate Inquiry (AAI) and Phase 1 Site Assessment are required to be completed.

Will Affordable Housing Fund funds or federal funds be utilized for site acquisition? Yes No

If yes, has it been completed?

If yes, attach a copy of the AAI and Phase 1 Site Assessment.

If no, when will it be completed?

Depending on parcels to be acquired, this may not be necessary, per emergency rebuild permitting process.

N. Community support: (If available, include letters of support from community members, other organizations, government officials, and local elected officials)

O. Does this project involve any relocation of existing tenants or homeowners?

Yes No

If yes, please describe any proposed relocation assistance:

6. PROJECT SCHEDULE

Indicate the approximate dates for the following:

Milestones:	Date
Approval of Zoning Change, Community Plan Amendment, District Boundary Amendment or 201 (H) Variances	NA
Projected Building Permit Date:	To be determined, pending
Closing of Construction Financing:	acquisition schedule and capacity
Construction Start Date:	for contractors, keeping in mind that
Construction Completion Date:	demand for labor and materials
Projected Occupancy Permit Date:	is still in flux.
Placed in service date ¹ :	
Achievement of initial occupancy for 100% of the units	

¹ If project consists of multiple buildings or phases, please list the projected date of the first building to be placed in service and the last building to be placed in service.

7. SOURCES OF FUNDS

A. Identify all potential sources of financing for the proposed project/program in this section and in Attachment "A" - Uses and Sources Budget.

	Funds Committed	Funds Tentative	Total Funds
1. Grants			
Affordable Housing Fund	\$ 1,500,000	\$	\$ 1,500,000
HTF	\$	\$	\$
HOME	\$	\$	\$
CDBG	\$	\$	\$
EDI-SP	\$	\$	\$
Value of equity in property contributed	\$	\$	\$
Cash contribution from private source, other than applicant	\$	\$	\$
Permit or Fee Waiver(s)	\$	\$	\$
Other: _____	\$	\$	\$
Other: _____	\$	\$	\$
2. Loans			
Affordable Housing Fund	\$	\$	\$
HTF	\$	\$	\$
Local Government Loans	\$	\$	\$
State Loans	\$	\$	\$
HOME Loans	\$	\$	\$
Other Federal Loans	\$	\$	\$
Private Loans	\$	\$	\$
Other Financing	\$	\$	\$
3. Applicant cash contribution (other than land)	\$ 650,000	\$	\$ 650,000
4. Private Foundations			
(Specify: _____)	\$	\$	\$
(Specify: _____)	\$	\$	\$
5. Other (Specify: <u>Buyer's Mortgage</u>)	\$	\$ 1,200,000	\$ 1,200,000
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Total Project Funds	\$ 2,150,000	\$ 1,200,000	\$ 3,350,000

- B. Explain how all of the Affordable Housing Fund Program funds allocated for this project/program will be expended within 24 months of commitment (execution of grant agreement) of program funds? Attach additional pages if needed

LCLT intends to expend all allocated affordable housing funds as soon as possible. Because parcels in the burn area are being listed now, and we expect the amount of listings to drastically increase in the near future, it's likely that the entirety of the \$1,500,000 will be expended within 12 months of grant execution.

- C. Describe fund sources unsuccessfully attempted (Attach additional pages if needed):

- D. Provide Attachment "A" - Uses and Sources Budget. Use the format provided (or another comparable format prepared by your organization for your proposed project). Provide name of individual or company who prepared budget.

Provide Attachment "B" - Operating Pro Forma budget (rental projects only). Use the format provided (or another comparable format prepared by your organization for your proposed project). Provide name of individual or company who prepared budget.

8. NARRATIVES

A. ANTICIPATED RESULTS

Describe the results you expect to achieve. Explain how the proposed activities are directly related to the priority housing need described and what anticipated direct and indirect results of the project will be. Include information on the length of commitment to the original target population, the continued affordability of the assisted housing in terms of monthly rent, and other program results that help illustrate the overall benefit of the project.

(Attach additional pages if needed)

Every parcel purchased by LCLT with Affordable Housing Funds will be held in trust for the Lahaina community in perpetuity. In the short term, the focus will be on bringing Lahaina residents home to Lahaina, in an affordable home.

The initial one-time investment on the front end to acquire a fire-affected parcel will be an estimated \$400,000-\$600,000 per lot, depending on the size, location and zoning for each parcel. The additional investment to construct a home on each parcel will be an estimated \$500,000-\$600,000.

\$400,000-\$500,000 will be re-couped by LCLT upon sale of the home to the initial home-buyer, and re-invested in the construction of the next home.

USES:

Lot Acquisition = \$450,000

Building Construction = \$600,000 (including soft costs etc)

Total Cost = \$1,050,000

SOURCES:

Maui County = \$450,000

Gap Funding (private unrestricted) = \$125,000

Affordable Price to Buyer = \$475,000 (Buyer's Mortgage Financing)

If/when a homeowner decides to sell, their managed appreciation will be capped at 1.5% per year, which is just under the average annual increase in area median income for the 15-year period prior to COVID (from 2004 - 2019). That process will continue in perpetuity.

Lahaina Community Land Trust's stewardship program will provide support to its homeowners, will ensure the homes are transferred in good condition to the next eligible generation of home buyers and will ensure the county's investment is protected in perpetuity.

B. LEVERAGING

Provide a description of all efforts to leverage or match funding from non-County sources for the subject project. Also, describe all non-County sources that will assist with project or program implementation and management. Identify whether commitments are firm or tentative and under what circumstances tentative commitments will become actualized. **Please attach commitment/reservation letters of other project/program funding sources that are in place.** Briefly describe the general terms and conditions of other resources and give their expiration date(s). For non-cash contributions, detail how dollar amounts were calculated. (Attach additional pages if needed.)

Operations and program implementation costs have been funded in full through 2026, with grants from Weinberg Foundation, Center for Disaster Philanthropy and the Nuestro Futuro Foundation. LCLT has also raised \$600,000 of additional private unrestricted funding that it has earmarked for this effort.

Until the County's funding is approved and operational, the Conservation Fund has committed to acquire fire-affected parcels that are listed for sale and are identified by Lahaina Community Land Trust, and "bank" them for Lahaina Community Land Trust to buy them back using Maui County Affordable Housing Funds. This partnership will allow LCLT to move "at the speed of real estate" while also moving "at the speed of county funding."

LCLT has established a partnership with Hawai'i Community Lending, who will income qualify, evaluate home-buyer readiness, and connect potential home buyers with resources that are specific to Lahaina fire-survivors, making a purchase of a LCLT home possible.

LCLT's relationship with Maui Construction Industry Coalition will allow us to construct homes using local labor and economies of scale, and to share information about the challenges of construction in post-fire Lahaina as it relates to labor, materials, permitting, timelines, etc.

LCLT has developed strong partnerships with the Lahaina community, enabling us to gather community support for our bold vision to use the community owned real-estate model to build an inventory of permanently protected and affordable homes in Lahaina. Partners include but are not limited to: Kaibigan NG Lahaina, Lahaina Strong, Nā Kupuna O Lahaina.

C. PROGRAM DESIGN

Describe the proposed project activities. Describe how the housing units and/or services proposed will be developed and marketed to eligible participants and what kind of screening procedure, if any, will be used. Outline the relationship of this proposal to established local housing and community development plans and strategies. For special needs housing projects, describe in detail the services that will be provided or coordinated for the property's residents. Describe any known opposition to this proposal. Give enough detail to clearly illustrate all activities associated with the proposed project or program. (Attach additional pages if needed.)

Every parcel purchased by LCLT with Affordable Housing Funds will be held in trust for the Lahaina community in perpetuity. In the short term, the focus will be on bringing Lahaina residents home to Lahaina, in an affordable home.

The initial one-time investment on the front end to acquire a fire-affected parcel will be an estimated \$400,000-\$600,000 per lot, depending on the size, location and zoning for each parcel. The additional investment to construct a home on each parcel will be an estimated \$500,000-\$600,000.

\$400,000-\$500,000 will be re-couped by LCLT upon sale of the home to the initial home-buyer, and re-invested in the construction of the next home. A sample transaction may look like this:

USES:

Lot Acquisition = \$450,000

Building Construction = \$600,000 (including soft costs etc)

Total Cost = \$1,050,000

SOURCES:

Maui County = \$450,000

Gap Funding (private unrestricted) = \$125,000

Affordable Price to Buyer = \$475,000 (Buyer's Mortgage Financing)

If/when a homeowner decides to sell, their managed appreciation will be capped at 1.5% per year, which is just under the average annual increase in area median income for the 15-year period prior to COVID (from 2004 - 2019). That process will continue in perpetuity.

Lahaina Community Land Trust's stewardship program will provide support to its homeowners, will ensure the homes are transferred in good condition to the next eligible generation of home buyers and will ensure the county's investment is protected in perpetuity.

Marketing for-sale units will be done in various ways; to Hawai'i Community Lending clients, on social media from LCLT and our strong West Maui networks, through all available County of Maui outlets, and by press release.

LCLT has established a partnership with Hawai'i Community Lending, who will income qualify, evaluate home-buyer readiness, and connect potential home buyers with resources that are specific to Lahaina fire-survivors, making a purchase of a LCLT home possible.

Homebuyer selection process will prioritize income eligible Lahaina residents whose primary residence (rental) was affected by fire. Preference will be given to long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2.96.090.

LCLT is using HomeKeeper to manage its applicants, properties and long term investments into its homes. HomeKeeper is a Salesforce based CRM that was designed by and for community land trust and is currently housed within the Grounded Solutions Network. HomeKeeper enables CLTs to manage not eligibility and acquisition information, but facilitates on-going monitoring of items such as hazard insurance coverage, property tax payments, improvements/changes to the home, owner occupancy and more. At a minimum LCLT will collect evidence of annual insurance coverage and monitor owner-occupancy once a year. LCLT's documentation will be available for the County to review upon request.

To help offset the cost of this on-going monitoring, LCLT will charge a nominal monthly ground lease fees of \$50-100/month, to be paid by the homeowner. As homes age, a portion of that ground lease will be put into a maintenance fund, in order to assist the homeowner with cost of upkeep over time.

Homes will be kept affordable in perpetuity. Since LCLT owns the land, it is not possible to transfer the improvement without the approval and direct involvement of LCLT. When a LCLT homeowner decides to sell, LCLT retains the first right of refusal to purchase the home back, at the price calculated according to the lease. LCLT will either purchase the house back and resell it to another eligible and qualified household, or assign that purchase right to an eligible and qualified household. In the event a homeowner dies, the 99-year lease is inheritable. If the heir is not eligible or willing to abide by the terms of the ground lease (i.e. be an owner occupant), the home will be sold to an eligible and qualified household and the heir will receive the proceeds of sale.

9. APPLICANT EXPERIENCE

- A. Provide name, address, contact person and phone number of the organization who will develop, manage, coordinate and implement the proposed project:

Organization Name Lahaina Community Land Trust

Address 117 Pualu Pl. Lahaina, HI 96761

Contact Person Autumn Ness

Phone Number (808) 250 - 4200

- B. Describe your capacity to carry out the proposed project. Submit relevant documents (i.e. applicable licenses to operate project, permits, etc.)

Lahaina Community Land Trust will be the organization to manage and implement the project through completion. LCLT will not be the organization to construct the homes. We are working closely with Maui Construction Industry Coalition, and other local professionals.

We are unable to commit to which contractor we will be using at the time of construction because of the many variables we are all working with. Once parcels are secured and reasonable timelines for construction are established, we will decide which contractors will complete construction on LCLT parcels.

At the moment, the most urgent action to be taken is that LCLT be able to acquire parcels that are listed in the burn area before investors do.

C. Describe the qualifications and experience of your organization and individual(s) who will manage the development of the project and manage the rental housing project. Submit detailed description of experience and ability to implement project.

Autumn Ness, LCLT Director: Has decades of experience organizing community and building complex solutions to long-standing community issues. She moved to Maui from Japan after the tsunami and nuclear meltdown. Her town was the epicenter of the Japan earthquake and tsunami, and she worked with Architecture for Humanity on re-build projects along the coast, giving her in-depth experience about land and development issues post-disaster. She has worked on affordable and anti-displacement housing policy for about a decade on Maui, as a legislative analyst for two Council members. She is also a co-founder of Maui Hub; a logistics, marketing and sales support organization for small farmers and ranchers that was born out of the COVID era. She has a knack for leveraging resources and community to turn short term crisis response into long term system change.

Carolyn Auwelo, LCLT Chief Operations Officer: Lahaina-native, who relocated to Big Island because of the cost of living in Lahaina and worked for 22 years with the USDA as the state grazing specialist. Specifically, using easements and advocacy to protect important rangelands. The fire brought Carolyn home to Lahaina to put her experience in working with large, complex land-protection projects, in collaboration with the federal government, to use.

Julie Brunner, Consultant: Julie is the Housing Director for Opal Community Land Trust, and has decades of experience in establishing CLTs and providing guidance and capacity in developing programs, approaches, and processes that scale. She has worked across the country and in other post disaster communities, including Houston and New Orleans. She teaches various CLT classes at Grounded Solutions Network and was on the development team for Homekeeper, a Salesforce-based client and data management system specifically for Community Land Trusts.

Simon Windell, Consultant: Simon is the Chief Operating Officer at the Methow Housing Trust, which was formed as a spin off of the Long Term Recovery Group after the Methow Valley Mega-fire. He specializes in sustainable finance models in the housing trust space.

Ka'i Niles- Lahaina-born real estate agent with a background in home inspection, homeowner education and logistics.

LCLT Board of Directors is made up of:

Mikey Burke: West Maui Community Liaison for HECO, and a fire survivor.

Kapali Keahi: Musician and long-time advocate for wai in West Maui

Kaipo Kekona: President of Hawaii State Farmers Union and Chair of the Long Term Recovery Group. Our relationship with LTRG enables us to share needs and understand what construction-related labor, materials and timing issues we will need to deal with as we start constructing homes.

D. Submit resumes of key personnel involved in the development, implementation and/or management of the rental housing project.

E. Describe past experience relevant to the proposed housing project.

1. Complete the following information for all government (federal, state or county) funded project(s). Attach additional pages for each project, if needed:

- a. Name of Project _____
- b. Project Address _____
- c. Date project started _____ Date completed _____
- d. Total grant/loan amount _____ Source _____
- e. Provide a brief description of project:

2. Describe any problems encountered in carrying out project:

3. Describe any amendments to the original proposal subsequent to receipt of government (federal, state or county) funding:

4. Any differences between the anticipated and actual accomplishments of the project (if, for example, a different number of housing units were built, etc.)

5. If the project is not yet complete, indicate why:

F. Legal Status of Applicant (check, as applicable):

1. Corporation: Non-profit or For-profit
Partnership: General or Limited

Joint Venture (explain)

Note: If the proposal is submitted by a partnership or joint venture, composed of two or more individual firms, then each member firm must submit all information listed on this form, and in addition answer the following:

- (a) Members of Joint Venture
- (b) Date of Joint Venture Agreement
- (c) State of Registration
- (d) Does the agreement between members comprising joint venture make them jointly and severally liable? If not, state terms of agreement in this regard.
- (e) Certified copy of Partnership Agreement

2. The Offeror, if a corporation, was organized on _____ under the laws of the State of _____. (Attach certified copy of Articles of Incorporation and Bylaws, or Certified copy of Partnership Agreement. Non-profit corporations are to attach a copy of the IRS tax-exempt determination).

3. Have you ever failed to complete any work awarded to you? No. If yes, when, where and why?

4. Has any officer or partner of your organization in the past five (5) years been involved with of some other organization that defaulted on a federally funded contract? No. If yes, state name of individual, name of owner and reason therefore?

5. Has any officer or partner of your organization in the past five (5) years been involved with some other organization declared ineligible to participate in any governmental assisted contract? Yes No

If "Yes", please explain:

- 6. Has any officer or partner of your organization ever filed a petition of voluntary bankruptcy?
 Yes No

- 7. Has there ever been filed a petition or involuntary bankruptcy against your organization, or any officer or partner of the organization? Yes No

- 8. Has the organization, or any officer or partner ever made an assignment of assets for the benefit of creditors? Yes No

- 9. Are there any unsatisfied judgments outstanding against the organization, or any director or partner of the organization? Yes No

- 10. Has the organization been a party to any litigation within the last 5 years?
 Yes No

If "yes" was answered to any question 6 through 10, give a full explanation:
Attach additional pages if needed

CERTIFICATION OF AUTHORIZED OFFICIAL

To the best of my knowledge and belief, data, attachments and exhibits in this application are true and correct. The documents have been duly authorized by the governing body of the entity and the entity will comply with all of the federal, state and county rules and regulations if Affordable Housing Fund Program funds are awarded.

autumn ness Digitally signed by autumn ness Date: 2024.07.30 11:15:49 -10'00'	Director
_____ SIGNATURE	_____ TITLE
Autumn Ness	July 30, 2024
_____ PRINTED NAME	_____ DATE

ATTACHMENT "A" - USES AND SOURCES BUDGET

<u>USE OF FUNDS</u>	<u>ACTUAL COST</u>	<u>AFFORDABLE HOUSING FUND SOURCE</u>	<u>OTHER SOURCE</u>	<u>NAME OF OTHER SOURCE</u>
1. ACQUISITION				
1.1 LAND	\$1,500,000	\$1,500,000		
1.2 EXISTING STRUCTURES				
1.3 OTHER				
2. PREDEVELOPMENT				
2.1 ARCHITECT FEE DESIGN	\$75,000		\$75,000	Private Fundraising
2.2. ARCHITECT FEE SUPERVISE				
2.3 ENGINEERING FEES	\$25,000		\$25,000	Private Fundraising
2.4 COST ESTIMATES				
2.5 OTHER				
3. SITE WORK				
3.1 DEMOLITION				
3.2 SITE CLEARANCE				
4. CONSTRUCTION/REHAB				
4.1 OFF-SITE INFRASTRUCTURE				
4.2 ON-SITE IMPROVEMENT				
4.3 NEW BUILDING	\$1,700,000		\$1,700,000	Mortgage + Private Funders
4.4 REHABILITATION				
5. DEVELOPER'S FEES				
6. OTHER RELATED COSTS				
6.1 BLDG. PERMIT FEES				
6.2 APPRAISAL				
6.3 GEOTECHNICAL				
6.4 ENV. CONSULTANT				
6.5 RECORDATION FEES				
6.6 ATTORNEY'S FEES				
6.7 IMPACT FEES				
6.8 PROJECT AUDIT				
6.9 OTHER				
7. INTERIM COSTS				
7.1 CONST. INSURANCE				
7.2 CONST. INTEREST				
7.3 CONST. LOAN ORIG. FEE				

8. PERMANENT FINANCING FEES

8.1 CREDIT REPORT	_____	_____	_____
8.2 PERM. LOAN ORIG. FEE	_____	_____	_____
8.3 TITLE & RECORDING	_____	_____	_____

9. TENANT RELOCATION

_____	_____	_____
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10. PROJECT RESERVES

10.1 LEASE-UP RESERVE	_____	_____	_____
10.2 OPERATING RESERVE	_____	_____	_____

11. PROJECT ADMIN/MGT.

11.1 AFFIRMATIVE MKT.	_____	_____	_____
11.2 MANAGEMENT	_____	_____	_____
11.3 TAXES	_____	_____	_____
11.4 INSURANCE	_____	_____	_____

12. TOTAL USES (DEVELOPMENT) \$ 3,300,000

13. TOTAL SOURCES \$ 3,300,000 \$ 1,500,000

14. DIFFERENCE \$ 0

GRANT AGREEMENT CERTIFICATION

I, **MARCY MARTIN**, Director of Finance of the County of Maui, State of Hawaii,
do certify that there is available appropriation or balance of an appropriation over and above all
outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

<u>Appropriation Index</u>	<u>Title</u>	<u>Amount Required</u>
<u>924012B</u>	<u>LAHAINA COMMUNITY LAND TRUST</u>	<u>(6317) \$ 6,000,000.00</u>
		<u>Total \$ 6,000,000.00</u>

Grant No. G 6722 LAHAINA COMMUNITY LAND TRUST

Dated this 25 day of NOVEMBER 2025

Grant Period 12 MONTHS THEREFROM NTP



MARCY MARTIN
Director of Finance

Lahaina Community Land Trust - Fire Recovery
for Housing

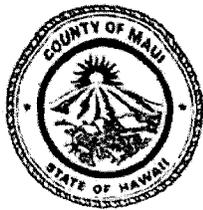
ORDINANCE # 5816 (FY2026)

FY 2026

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*copy 11/25/25
5071944*

* URGENT



**COUNTY OF MAUI
DEPARTMENT OF HOUSING
COUNTY HOUSING PROGRAMS DIVISION**

2065 Main Street, Suite 108, Wailuku, HI 96793

RECEIVED
By Dept. of the Corporation Counsel at 1:50 pm, Nov 18, 2025

GRANT AGREEMENT ROUTING SLIP

RECEIVED
By Dept. of the Corporation Counsel at 9:51 am, Sep 17, 2025

AGENCY NAME:		Lahaina Community Land Trust		
PROGRAM TITLE:		Lahaina Community Land Trust - Fire Recovery		
<input checked="" type="checkbox"/> DRAFT OF GRANT AGREEMENT NO <u>G6722</u>		<input type="checkbox"/> AMENDMENT NO. _____		
INDEX CODE(S)	924012B			
AMOUNT(S) REQUESTED	\$6,000,000			
TITLE FUND SOURCE	Grants and disbursements for General Housing Funds			
Please provide the title of fund source exactly as it appears on the FY 2024 Budget Ordinance				
NUMBER OF PAGES FOR AGREEMENT & ALL EXHIBITS	AMOUNT OF ORIGINAL APPROPRIATION	Any Proviso added?	CONTACT PERSON	VENDOR NO.
38 Pages (Do not count Routing, CVC, COI, DCCA)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Cassiopia Yamashita	G000355

SECTION II	APPROVAL/SIGNATURE REQUIRED	ACTION	DATE & INITIAL
	(1) COUNTY HOUSING PROGRAMS DIVISION Cassiopia Yamashita, ADMINISTRATOR	Review/approve for routing.	CY- 9/16/25
	(2) DEPARTMENT OF CORPORATION COUNSEL Kristina Toshikiyo, DEPUTY CORPORATION COUNSEL	Review/approve for execution.	10/9/25 KCT
	(3) GRANTEE: Lahaina Community Land Trust	For signature. Return to Housing Division. Attn: Autumn Ness	10/16/25 AN
	(4) DEPARTMENT OF HOUSING Richard E. Mitchell, Esq. DIRECTOR	Review for recommended approval.	<i>[Signature]</i> 10.12.25
	(5) BUDGET OFFICE Lesley Milner, BUDGET DIRECTOR	Review for recommended approval. Is the source of fund listed in the Budget Ordinance? <input checked="" type="checkbox"/> YES or NO	11/21/25
	(6) DEPARTMENT OF CORPORATION COUNSEL Kristina Toshikiyo, DEPUTY CORPORATION COUNSEL	Review/approve as to form and legality	11/24/25 kct
	(7) DEPARTMENT OF FINANCE Marcy Martin, Acting DIRECTOR OF FINANCE	Certification of grant agreement by Accounts Division CERTIFICATION AS TO AVAILABILITY OF FUNDS ONLY	<i>[Signature]</i> NOV 25 2025
	(8) OFFICE OF THE MAYOR Richard T. Bissen Jr., MAYOR	For signature.	<i>[Signature]</i>
	(9) DEPARTMENT OF FINANCE Purchasing Division, Attn: Dana AhNee	Transmittal of executed agreement to Grantee and Housing Division	

SECTION III INSTRUCTIONS:

- Please do not remove this routing slip from the attached documents.
- County Departments and Grantee(s): Please call Jennifer Grancha, Housing Division, at ext. 7174 for questions or further information regarding this document.
- Department of Finance: Please return this routing slip with the executed copy of this grant agreement upon forwarding it back to the Housing Division. Thank You.

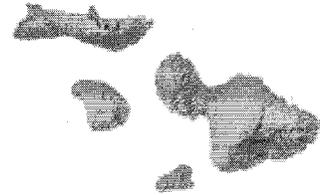
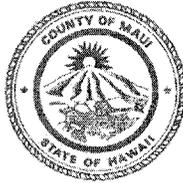
SECTION IV ADDITIONAL REMARKS/COMMENTS:

RECEIVED
COUNTY OF MAUI
DEPARTMENT OF FINANCE
2025 NOV 25 AM 11:10

RICHARD T. BISSEN, JR.
Mayor

MARCY MARTIN
Director

MARIA E. ZIELINSKI
Deputy Director



DEPARTMENT OF FINANCE
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAI'I 96793
www.mauicounty.gov

November 25, 2025

Lahaina Community Land Trust
117 Pualu Place
Lahaina, HI 96761

**RE: LAHAINA COMMUNITY LAND TRUST-FIRE RECOVERY
GRANT NO. G6722**

Dear Lahaina Community Land Trust:

Transmitted is a copy of the fully executed grant agreement for your file.

Sincerely,


M MARCY MARTIN
Director of Finance

MM:csis
Enclosure

xc: Department of Housing

GRANT NO. G6722

GRANT OF COUNTY FUNDS

Department: Housing

Project Title: Lahaina Community Land Trust-Fire Recovery

Certification Requested from County: \$6,000,000

This GRANT OF COUNTY FUNDS ("Agreement") is made this 25th day of November 2025 by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "County", and LAHAINA COMMUNITY LAND TRUST, a [Hawaii nonprofit organization, whose mailing address is 117 Pualu Place, Lahaina, Hawaii 96761, hereinafter referred to as the "Grantee". County and Grantee shall hereinafter be referred to collectively as the "Parties".

Availability of Funds. The availability of funds for this Agreement shall be as set forth in the Funds Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Agreement. Funds Certification shall be on file in the office of the Director of Finance of the County of Maui.

WITNESSETH

WHEREAS, the County desires to provide grant funds for Lahaina Community Land Trust-Fire Recovery (the "Project"); and

WHEREAS, the County has reviewed and approved the Grantee's proposal for a grant of County funds in furtherance of the Project.

NOW, THEREFORE, the Parties, in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

1. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Project in accordance with the General Terms and Conditions, attached hereto as Exhibit "A" and made a part hereof.
2. Scope of Project. Grantee shall use the funds for the Project for the purposes and in accordance with the budget described in Exhibit "B", attached hereto and made a part herein.
3. Project Budget. Subject to the terms of this Agreement, the County agrees to make available as a grant to the Grantee, a sum not to exceed the total amount of certification requested as set forth above, subject to appropriation and the following:

a. *[Intentionally left blank]*

GRANT NO. G6722

- b. The County shall review and approve the following prior to any grant funds being released:
 - i. All documentation related to other funding sources for the Project;
 - ii. Final Budget (sources and uses) for the Project; and
 - iii. Other items as deemed necessary by the County of Maui
- c. *[Intentionally left blank]*

4. Performance Schedule. The duration of this Agreement shall begin on the County's issuance of Notice to Proceed and continue for a period of 12 months, unless sooner completed, terminated, or extended pursuant to the terms of this Agreement. Any extension of this Agreement must be by amendment. The Parties acknowledge that the funding stated above relates only to the County's current fiscal year, which ends June 30, 2026, and funding for subsequent fiscal years is subject to appropriation by the Maui County Council in its sole and absolute discretion.

5. Conflict. In the event of any conflict between or among this Agreement and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Agreement shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.

6. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Department of Housing
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

7. Officer-in-Charge. The Director of the Department of Housing, or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Project completion.

8. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

GRANT NO. G6722

9. Severability. If any provision of this Agreement is held invalid, the other provisions of this Agreement shall not be affected thereby. If the application of the Agreement or any of its provisions, to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons or circumstances shall not be affected thereby.

10. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the Parties.

11. Grantee's Standards of Conduct. The undersigned Grantee declares:

a. Grantee is **not** a County Council Member or an Employee or a business in which a County Council Member or an Employee has a substantial interest. "Employee" means any nominated, appointed, or elected officer or employee of the County, including members of boards, commissions, and committees, and employees under contract to the County, but excluding members of the County Council ("County Council Members"). "Substantial interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%);

b. Grantee has not been represented or assisted personally in the matter by an individual who has been an Employee of the County department awarding this Agreement within the preceding year and who participated while so employed in the matter with which the Agreement is directly concerned;

c. Grantee has not been assisted or represented by a County Council Member or Employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a County Council Member or Employee for a fee or other compensation in the performance of this Agreement, if the County Council Member or Employee has been involved in the development or award of the Agreement;

d. Grantee has not been represented on matters related to this Agreement for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Employee, or in the case of the County Council, a County Council Member, and participated while an Employee or a County Council Member on matters related to this Agreement; and

e. Grantee understands that the Agreement to which this document is attached is voidable on behalf of the County if this Agreement was entered into in violation of any provision of Article 10 of the Revised Charter of the County of Maui ("Code of Ethics"), including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the County.

12. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be 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.

GRANT NO. G6722

13. Authority and Effective Date. The undersigned represent and warrant that they are authorized to execute this Agreement, which is effective on the date of the last signature hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month, and year first written above.

[EXECUTION PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANT NO. G6722

GRANTEE'S EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Agreement on behalf of the Grantee.

GRANTEE:

LAHAINA COMMUNITY LAND TRUST

By Autumn Hess
(Signature)

Autumn Hess
(Print Name)

Its Executive Director
(Title)

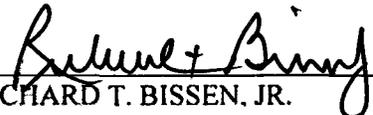
Date 10-16-25

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GRANT NO. G6722

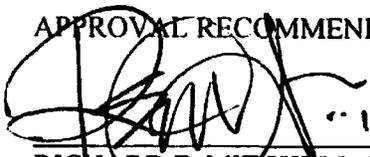
COUNTY EXECUTION PAGE

COUNTY OF MAUI:

By 
RICHARD T. BISSEN, JR.
Its Mayor

Date 11-25-25

APPROVAL RECOMMENDED:

 11.12.25
RICHARD E. MITCHELL, ESQ.
Director of Housing


LESLEY MILNER
Budget Director

APPROVED AS TO FORM
AND LEGALITY:


KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
I.F2025-1595
Grant - Grant of County Funds.docx

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GRANT NO. G6722

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

In consideration of the grant of County funds, Grantee covenants and agrees to the following terms and conditions in the use and administration of County funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Agreement and any subsequent amendments, the terms, provisions, conditions and/or covenants contained in said body shall prevail.

In the event Grantee fails to adhere to any of the conditions of this Grant, including the general and special conditions (if any), County may withdraw any part or all of the grant at the County's sole discretion and without advance notice. Grantee shall be held liable for any grant funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.

1. **RECORD KEEPING.** Grantee shall keep records and prepare reports, including detailed, separate financial records relating to all grant funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit an expeditious determination to be made at any time of the status of funds within the award, including any disposition of all funds received from County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of the Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement. Grantee and any subcontractors shall maintain the files, books, and records that relate to the Grant, for at least three years after the date of final payment under the Grant.

2. **QUARTERLY REPORTS.** Grantee shall provide County with written, narrative, quarterly status reports within three weeks after the end of each quarter of the fiscal year (excluding the final quarter). These reports shall contain the following information:

- a. Summary of program status in relation to goals, objectives and scheduled actions steps outlined in the grant application;
- b. Summary of participant characteristics;
- c. Financial status of County funds used; and
- d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.

3. **FINAL REPORT.** Within three weeks of the expiration of the Performance Schedule or completion of the Project, or termination of the Agreement, whichever is sooner, Grantee shall submit to County a final project report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and contain the following:

- a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement;
- b. A list of expenditures incurred in the performance of this Agreement;
- c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
- d. Contact information and all other relevant information regarding people or businesses served;
- e. Financial status report of County funds used; and
- f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.

GRANT NO. G6722

4. FINANCIAL AUDITS. Grantee shall supply County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.

5. NONPROFIT STATUS. If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict of interest situations, as required by Section 3.36.040(c), Maui County Code.

6. INSURANCE. During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Grantee shall provide County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The County shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a copy of the policies. Grantee shall also carry workers' compensation insurance for Grantee's employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.

7. INDEMNIFICATION. Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination or surrender of this Agreement.

8. SUBCONTRACTS. The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.

9. FISCAL SPONSORSHIPS. The Grantee shall disclose to the County whether it is acting as the fiscal sponsor of the Project and provide copies of all fiscal sponsorship agreements related to the Project. Fiscal sponsorship agreements must include the scope of work the Grantee is providing for the Project and shall not overlap with other requests for reimbursement.

10. EMPLOYEE COMPENSATION. Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.

GRANT NO. G6722

11. COUNTY RECOGNITION. Grantee shall give the County and State of Hawaii, if applicable, appropriate recognition in all grant-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.

12. GRANTEE COMPLIANCE. Grantee shall strictly comply with its articles of incorporation and/or bylaws and all relevant County, State and Federal rules and regulations concerning Grantee's policies and operations. Grantee shall update the County, in writing, on any changes to its governance body, including changes to authorized signatories.

13. NO DISCRIMINATION. Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal and State laws prohibiting discrimination.

14. MODIFICATION OF AGREEMENT. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental Agreements executed by the County and Grantee.

15. DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT. Grantee shall be deemed to be in default of the Agreement if:

- a. Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
 - b. Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
 - c. Grantee abandons or discontinues its operations for a period in excess of thirty (30) days;
- or
- d. Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated.

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- b. Withhold grant fund payments pending correction of the noncompliance;
- c. Disallow all or part of the cost/expense of the activity or action not in compliance;
- d. Withhold additional award(s) to Grantee; and
- e. Terminate this agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such suspension or termination. Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee pursuant to this Agreement shall be transferred to the County.

GRANT NO. G6722

16. COSTS INCURRED DUE TO SUSPENSION OR TERMINATION. The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.

17. WITHHOLDING OF PAYMENTS. County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

18. PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

19. ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's personal expenses.

20. LOBBYING PROHIBITED. Grantee shall not use grant funds for lobbying purposes or activities.

21. REVERSION OF ASSETS. The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either:

- a. Pay the County the current fair market value of the asset; or
- b. Transfer control of the asset to the County.

Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, the Grantee shall transfer to the County:

- a. Any County funds on hand at the time of expiration or termination of this Agreement;
- b. Any account receivables attributed to the use of County funds; and
- c. Any real and/or personal property acquired or improved in whole or in part with County funds.

This section survives the expiration or earlier termination of this Agreement.

22. PRODUCTION OF INFORMATION. If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.

23. COMPLIANCE WITH LAWS. Grantee shall comply with all applicable Federal, State and County laws, rules, regulations, licensing requirements, applicable accreditation and other standards of quality generally accepted in the field of Grantee's activities and provide documentation evidencing compliance at the request of the County.

24. METHOD OF PAYMENT. Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officer-in-Charge.

- a. REIMBURSEMENT. Grantee shall submit on its company/agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, or other documents are submitted. Each reimbursement request shall:
 1. Identify the Project, the nature of the work or materials provided, and the specific Phase of the Project for which the work or materials were provided;
 2. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;

GRANT NO. G6722

3. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
4. Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and/or other documents providing verification of work completed in accordance with this Agreement; and
5. Be presented in duplicate, with two (2) complete sets of all items submitted.
6. The County will not reimburse for any cash payments made by Grantee.
7. Only payments made directly by the Grantee are eligible for reimbursement.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

b. **UPFRONT DISBURSEMENT.** At the discretion of the Officer-in-Charge, an upfront disbursement of 25% or more of grant funds may be issued to Grantee as follows:

1. An upfront disbursement must be directly related to the Project. Grantee shall submit a written request with justification for the request, including vendor estimates, to the Officer-in-Charge for review and approval. If approved, the upfront disbursement shall be for the amount stated in the Agreement.

2. Within 30 days after receipt of an upfront disbursement, Grantee shall submit on its letterhead written documentation to the County for expenditure of such funds, in accordance with subsection a. above. If Grantee fails to provide the required written documentation, no further grant funds will be disbursed until the County determines it has received sufficient written verification for the expenditure of the upfront disbursement, and the County may require Grantee to reimburse any unverified upfront disbursement.

3. If an upfront disbursement totals less than 90% of the total grant funds, the County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

4. Any remaining grant funds shall be paid through the reimbursement process in subsection a. above.

Grantee shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order, or request for payment sent to the County is correct, complete, and in accordance with the terms of this Agreement. Initial and final payment under this Agreement shall be subject to receipt by the County or original tax clearance certificates for the Grantee from the State of Hawaii.

25. **PROGRAM INCOME.** "Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees, or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.

26. **PROCUREMENT.** If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement

GRANT NO. G6722

transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.

27. INSPECTIONS AND MONITORING. Grantee shall permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, event or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigation, researching or formulating programs, services or related policies and procedures or when County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.

28. PERSONNEL REQUIREMENTS.

a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.

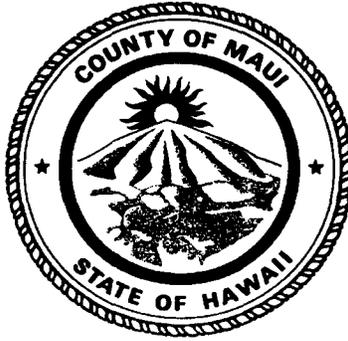
b. The Grantee shall ensure that the Grantee's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

29. PREVAILING WAGES. If applicable, the Grantee shall ensure that all contractors and subcontractors comply with all applicable provisions of the prevailing wage schedule as required under chapter 104, Hawaii Revised Statutes, and further, shall require all contractors and subcontractors to submit the certified payroll records required under section 104-3(a), Hawaii Revised Statutes, to the Grantee on a periodic basis for the Grantee's and the County's review and files.

30. TAXES. Grantee is responsible for the reporting and payment of all taxes imposed, if any, that relate to the receipt and use of County grant funds.

[END OF GENERAL TERMS AND CONDITIONS]



GENERAL HOUSING FUND PROGRAM

**PROPOSAL APPLICATION PACKET
FOR GENERAL HOUSING FUND
PROJECTS**

FY 2026

**County of Maui
Department of Housing
2065 Main Street, Suite 108
Wailuku, Hawaii 96793
(808) 270-7351**

EXHIBIT "B"

**County of Maui
Department of Housing General
Housing Fund Program
Application Form**

Project Name:	Lahaina Community Land Trust
----------------------	-------------------------------------

1. ENTITY INFORMATION

A. Entity Information

Please type or print legibly the following information:

Entity's Name: Lahaina Community Land Trust	
Entity's Tax ID Number: 93-4230569	
Entity's Contact Name, Title: Autumn Ness, Executive Director	
E-Mail Address: autumn@lahainacommunitylandtrust.org	Phone Number: 808-250-4200
Entity's Address: PO Box 12580 Lahaina, HI 96761	Fax Number:

B. Please also include the information below if this application is being prepared by a person or entity different from the applicant.

Application Preparer Name:	
Application Preparer Contact Name, Title:	
Application Preparer E-Mail Address:	Application Preparer Phone Number:
Application Preparer Address:	Application Preparer Fax Number:

C. The Entity is a:

- | | |
|--|--|
| <input type="checkbox"/> Public agency | <input type="checkbox"/> Private non-profit organization |
| <input type="checkbox"/> Private for-profit entity | <input checked="" type="checkbox"/> Community Land Trust |
| <input type="checkbox"/> Other: _____ | |

D. Non-Profit Articles of Incorporation (Include copy)

E. Corporate Bylaws (Include copy)

F. Financials (Include most current financial statement)

G. Name and Title of Individual(s) authorized to sign legal documents on behalf of organization:

Name: <u>Autumn Ness</u>	Title: <u>Executive Director</u>
Name: <u>Carolyn Auwelo</u>	Title: <u>Operations Director</u>

(Include resolution authorizing individual(s) to sign application)

2. TYPE OF USES

A. Use Category: Check the use category(s) that most appropriately describes your use of General Housing Funds:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Land Acquisition | <input checked="" type="checkbox"/> New Construction |
| <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> On-Site Improvements |
| <input type="checkbox"/> Planning, Design | <input type="checkbox"/> Off-Site Infrastructure |
| <input type="checkbox"/> Residential Building Acquisition | <input checked="" type="checkbox"/> Other Uses (please specify): |
| | <u>Rebuilding homes post fire</u> |
| | _____ |
| | _____ |
| | _____ |

B. Project/Program Type: Check the appropriate activity:

- For-Sale Housing
- Rental Housing
- Rehabilitation
- Other (please specify): _____

C. Occupancy Information:

Number of households assisted at each Area Median Income (AMI) category:

- | | |
|---|-----------------------------|
| At or below 30% AMI: _____ | At or below 80% AMI: _____ |
| At or below 40% AMI: _____ | At or below 90% AMI: _____ |
| At or below 50% AMI: _____ | At or below 100% AMI: _____ |
| At or below 60% AMI: _____ | At or below 120% AMI: _____ |
| At or below 70% AMI: _____ | At or below 140% AMI: _____ |
| Other: <u>10-20 households of a broad income spectrum</u> | |

D. Indicate the number of units allotted for each of the following:

Family 10-20 Homeless _____
Elderly _____ Special Housing Needs _____

In the space provided below, please describe the special housing need served by this project (i.e. mobility impaired, hearing/vision impaired, mentally challenged, etc.).

This project will specifically serve and work in the Lahaina burn zone.

Working with homeowners who lost their home in the fire, but insurance proceeds are insufficient to rebuild ("the gap"). Funds from this program will fill the gap, enabling homeowners to rebuild on their property, keeping their pre-fire mortgage payment. When Maui County Council allocated this funding, we were all very clear that it should be reserved for folks who do not qualify for other fire-relief or housing support programs.

For example: households over 140% AMI, households that have started their construction already, so will not qualify for CDBG DR support.

Council asked us what percent of this funding we expect to spend on rebuild support, and what portion we expect to spend on land acquisition. It was decided that it was best left open to decide at the time it was ready to be deployed, as we are working closely with the CDBG DR team, the Office of Recovery, and Hawai'i Community Lending to understand the landscape of needs, existing support, and where the gaps are. We are the one entity that is flexible enough to fill those gaps.

We are also the only entity positioned to acquire parcels that do go up for sale, and put them in a permanent inventory of affordable homes, so if the need for rebuild support is less than the need for acquisitions, that's where we will pivot.

Please understand that any financial projections listed on this application are estimates, and may change depending up on the need, as was agreed with Council.

3. FORM OF ASSISTANCE

Check the appropriate type of assistance:

- Grant
- Interest bearing loan (interest rate set at 3%)

If type of assistance is a loan, describe loan terms, loan repayment schedule and identify security/guarantee: (Attach additional pages if needed)

4. PROJECT SUMMARY

- A. Project Name: Lahaina Community Land Trust - Fire Recovery
- B. Location (town/community): Lahaina, Maui
- C. Tax Map Key #: _____
- D. **Detailed project description** [include an outline of the income categories the project will serve; location of project; total number of units; type of project (homeownership or rental); target group (family, elderly or other special needs group, specify group); form of assistance (loan or grant); use of affordable housing fund program funds (acquisition of vacant land, acquisition of residential building and rehabilitation, new construction, etc.); unit size (no. of bedroom/bath); other funding sources (if firm commitment or tentative commitment), status of entitlements (zoning, district boundary amendment, community plan, 201H or MCC 2.97 variances); environmental review status; site control status; project schedule (from pre-development to occupancy or acquisition of site or building to occupancy); if project satisfies another developer's affordable housing requirement or not; community support, other county, state or federal agencies support or approval and needs analysis for the type of project]. *(Attach additional pages if needed)*

Lahaina Community Land Trust was formed to ensure that Lahaina's recovery after the devastating fires of August 8, 2023 would serve as an opportunity to re-think Lahaina's housing stock. Prior to the fire (and only exacerbated by it) the median home price in Lahaina was over \$1M - unaffordable for anyone that is from Lahaina and lives and works in West Maui.

This project will serve a broad spectrum of incomes, and may be used for the following purposes, all working with fire survivors:

- Rebuild Gap assistance: We know that there are many households who lost their homes in the fire, do not have enough to rebuild, and are not candidates for the CDBG-DR program (potentially because they've started rebuilding already). We have worked on dozens of cases, and are actively working with more than 10 families to fill their gap and rebuild today. We know there are more that will fall through the CDBG-DR cracks. Depending on other funding availability, we will use some of these grant funds to fill these gaps.
- Land Acquisition: There are some property owners that are ready to sell and leave. There are others that are facing family strife that leads to the necessity to sell, and yet others that are going through foreclosure and the only option is to sell. We will use some amount of these grant funds for land acquisition.
- Vertical Construction: LCLT now owns 10 parcels of fire affected land in Lahaina. We will be building and selling homes to fire affected families at an affordable price. The cost to build will likely exceed the sale price, and some of these grant funds will be used to fill this gap - between the cost to construct and the affordable sale price

- E. Provide an overview of the **long-term management plan** for the proposed project (please include tenant selection process; homebuyer selection process; compliance monitoring plan (annual verification of owner occupancy, verification of homeownership unit kept affordable for 25 years, rental unit kept affordable for life of unit, etc.) *(Attach additional pages if needed)*)

All homes will be sold and stewarded using the Community Land Trust model, which follows a standard practice of stewardship, for both ground lease and deed restricted parcels.

LCLT has developed an in-house stewardship program. LCLT will conduct annual check-ins with all LCLT tenants and homeowners, which will include verification of necessary insurance coverage, RPT payment, owner occupancy, etc.

LCLT's stewardship program will ensure that all homes under stewardship will remain affordable in perpetuity.

For Rebuild Gap (insurance gap) homes, if/when the existing (fire-affected) homeowner is ready to sell, LCLT will bring the ground into its ground lease program, and sell the home to a qualified applicant. Homeowner selection process will prioritize long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2.96.090.

For new construction homes on LCLT 'aina, Homeowner selection process will prioritize displaced fire survivors, and long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2.96.090.

F. Provide a **housing needs analysis** for the type of project being developed (if citing information from housing needs studies or market analysis, reference the source document and include the pertinent pages of the source document) (document source if using statistics). (Attach additional pages if needed)

"Expansion of community ownership of real estate in West Maui is one of the few solutions that promises to make homeownership more accessible and build families' wealth. Expanding ownership of real estate at the local level can have beneficial consequences at family, community, and statewide scales – and land loss can lead to the opposite. Land sales patterns from other post-disaster communities indicate the possible scale of the problem that could unfold here."

Excerpt from "ina Retention for Lahaina, Expanding community ownership to build community resilience in Maui Komohana."

Link to full report can be found here:

<https://static1.squarespace.com/static/60ac5bb9eb895759b833a61d/t/66677a86de52f27958abbdaa/1718057639801/%CA%BB%C4%80ina+Retention+For+Lahaina+%5Bfinal%5D.pdf>

Ensuring that owner-occupants stay in Lahaina (and do not sell), is a key strategy to ensure post-fire land-loss is not exacerbated.

G. Summary of amount and use of General Housing Fund Program funds:

	<u>General Housing Fund</u>	<u>Total Funds</u>
Land Acquisition	\$ <u>3,000,000</u>	\$ _____
Residential Bldg Acquisition	\$ _____	\$ _____
New Construction	\$ <u>3,000,000</u>	\$ _____
Rehabilitation	\$ _____	\$ _____
On-Site Improvements	\$ _____	\$ _____
Off-Site Infrastructure	\$ _____	\$ _____
Planning, Design	\$ _____	\$ _____
Other:	\$ _____	\$ _____
TOTAL	\$ <u>6,000,000</u>	\$ _____

H. What type of project are you planning? (Check all that apply)

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Apartment building | | | |
| <input type="checkbox"/> Garden Style | <input type="checkbox"/> Mid-rise | <input type="checkbox"/> High-rise | |
| <input type="checkbox"/> Cluster | <input checked="" type="checkbox"/> Single-family dwelling units | | |
| <input type="checkbox"/> Townhouse | <input type="checkbox"/> Duplex, triplex, fourplex | | |
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Rehabilitation | <input checked="" type="checkbox"/> Acquisition | |

I. Size, number and rent of units:

General Housing Fund Units

	<u>Size</u>	<u>Number</u>	<u>Rent/Sales Price</u>
0 bedroom units	_____ s.f.	# _____	\$ _____
1 bedroom units	_____ s.f.	# _____	\$ _____
2 bedroom units	_____ s.f.	# _____	\$ _____
3 bedroom units	_____ s.f.	# <u>1-5</u>	\$ _____
4 bedroom units	_____ s.f.	# <u>5-10</u>	\$ _____
5 bedroom units	_____ s.f.	# <u>5-10</u>	\$ _____

Total number of units in project: 10-20

J. Number of affordable units and rents/sales price (as a percentage of median income)

Please indicate if it is rents or sales price: _____

	<u>30% and below</u>		<u>50% and below</u>		<u>60% and below</u>		<u>80% and below</u>	
0 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
1 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
2 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
3 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
4 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
5 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____

	<u>90% and below</u>		<u>100% and below</u>		<u>120% and below</u>		<u>140% and below</u>	
0 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
1 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
2 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
3 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
4 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____
5 bedroom units	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____	# _____	\$ _____

K. Project Unit Mix

Fill in the appropriate number in the table below.

No. of Buildings	Studios	1 BR	2 BR	3 BR	4 BR	Total units
Gross Building Area in square feet	SF / unit	Gross Residential Area				
Common Area (in square feet)						
Commercial Space (in square feet)						
Total Area						

If you need more space, attach a separate sheet with the information requested above.

L. Project Amenities. The Project will include the following amenities:

- | | | |
|--|---|---|
| <input type="checkbox"/> Playground/Tot lot | <input type="checkbox"/> Picnic Area | <input type="checkbox"/> Swimming Pool |
| <input type="checkbox"/> Community Meeting Room | <input type="checkbox"/> Elevator | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Laundry Room | <input type="checkbox"/> Computer with high-speed internet access | |
| <input type="checkbox"/> Other (describe): _____ | | |

M. Unit Amenities. What equipment/furnishings will be available in each unit?

- Range Refrigerator Air Conditioning Disposal
 Dishwasher Washer Dryer Carpet
 Drapes Furniture Heating Cable TV
 High speed internet access Other (describe): _____

N. Project includes other facilities (if applicable):

- Community Center Facility
 Child Care Facility
 Other (Describe): _____

O. Will project have innovative techniques in design, construction, or operation?

- Yes No (If "Yes", briefly describe)

We intend to creatively build affordably. In order to maximize our resources, we need to ensure our cost to build and cost to operate is as low as feasible. This will require innovation

P. Provide schematic plans and/or preliminary plans, if available.

Q. Period of Affordability: 25 years In perpetuity Other: _____

R. Who will own the project?

1. Prior to completion: Lahaina Community Land Trust
2. After construction: Lahaina Community Land Trust
3. After occupancy: Lahaina Community Land Trust

S. Parking. How many parking spaces will be provided at the project site? Please complete the table below.

	Number of spaces	Ratio of Spaces/Units
Tenant		
Guest		
Handicap Accessible		
Commercial		
Total		

Will a fee be charged to tenants for parking in addition to rent? Yes No

T. Energy Efficiency and Green Building Practices

- Project will utilize solar water heating.
- Project will install Energy Star certified appliances throughout the project.
- Project will install low flow plumbing fixtures which conserve water.
- Project will install energy efficient light fixtures in common areas.
- Project will install air conditioning in each unit.
- Project will install ceiling fans in each unit.
- Project will install a light colored cool roof in each building.
- Project will incorporate water-efficient landscaping.
- Project will use painted rated low or no Volatile Organic Compounds (VOC).
- Project will vent range hood to the outside.

U. Accessible units

Number of Accessible units	
Number of Adaptable units	

V. Availability

Will all of the residential units be available to the general public? Yes No

If you answered no, please qualify which populations the units will be made available to.

To West Maui residents, by lottery, in accordance with the new homeowner selection process established in Maui County Code 2.96.090

5. **SITE INFORMATION**

A. Current legal owner of property: _____

B. Street Address (if applicable): _____

C. Provide the following documents as attachments/exhibits, if applicable:

1. Preliminary title report
2. Location map
3. Project site map

- 4. Flood insurance rate map
- 5. Professional Housing Report (Residential Building Acquisition)

D. Year Residential Building constructed (Residential Building Acquisition): _____

E. Total site land area: _____ sq.ft _____ acres

F. Describe the physical characteristics of site (shape, terrain, foliage, structures, etc.) *Attach additional pages if needed.*

G. If applicable, indicate if any of the following conditions apply to the infrastructure servicing the project site by checking the appropriate category:

	Yes	No	N/A
1. Road access to site adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sewer capacity adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Electrical service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Water service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Aquifer serving area adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Storm drainage adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Trash/garbage service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Police service adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Distance to fire station _____ miles
 Distance to police station _____ miles

If any answer to the above questions is "No", on a separate attachment describe the deficiency, include the distance needed to bring the infrastructure to the project site and time to complete. Describe any actions being taken, or which must be taken to resolve any potential problems associated with any infrastructure deficiencies.

H. Schools. For new construction projects having more than 50 non-elderly housing units, provide letters from the Department of Education that note:
 (a) The capacity of the school(s) servicing the area of the project; (b) Current enrollment, and
 (c) Whether the schools can accommodate the additional students generated by the project.

I. Specify any off-site public improvements required for the project:

J. Specify any special assessments or impact fees that are or may be required for the project:

K. Land use requirements: Does the project already have the following applicable land use requirements necessary to carry out project proposed? Indicate by checking "Yes" or "No" for each item:

	Yes	No		Yes	No
State Land Use	<input type="checkbox"/>	<input type="checkbox"/>	General Plan	<input type="checkbox"/>	<input type="checkbox"/>
Subdivision Ordinance	<input type="checkbox"/>	<input type="checkbox"/>	Zoning Ordinance	<input type="checkbox"/>	<input type="checkbox"/>

If any answer to any question is "No", identify on a separate attachment any actions taken toward obtaining the necessary changes. Estimate the time required for effecting these changes.

	Yes	No
Does the project require a 201 H Variance?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, has it been approved?	<input type="checkbox"/>	<input type="checkbox"/>
If no, when will it be approved?	_____	

L. Site Control:

1. Date of option agreement, purchase agreement, lease agreement, development agreement, land sales contract, or other enforceable agreement:

Entered into on: ___/___/___ Terminates: ___/___/___

2. Provide copy of site control agreement (i.e. option, purchase, lease, etc.).
3. If entity does not have site control, does entity have a valid commitment of site control?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
4. If entity does not have site control or valid commitment of site control, when will site control be obtained?
5. Include appraisal, if available, or other information regarding property value.

M. Environmental Considerations: Indicate which of the following environmental concerns are applicable to your project by checking "Yes" or "No":

- | | Yes | No | NA |
|--|--------------------------|--------------------------|--------------------------|
| 1. Project will affect a property designated as a historic site on the State or National Registers of Historic Places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Project site is located in 100-year flood zone. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Project site is located in a wetland. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Project will require a Shoreline Management Permit. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Project will affect endangered species or their habitats. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Project has manmade hazards or nuisances. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If any answer to the above questions is "Yes":

Have any of the permits or clearances related to the aforementioned environmental concerns been obtained? Yes No

If "No", identify on a separate attachment any actions taken toward obtaining an environmental clearance and the anticipated time to complete such actions.

Does the proposed project require an Environmental Assessment in accordance to Chapter 343, Hawaii Revised Statute? Yes No

If not required, provide explanation:

Is the Final Environmental Assessment for the proposed project complete (in accordance to Chapter 343, Hawaii Revised Statute)?

Yes No

If yes, please submit one set of the completed State Final Environmental Assessment, Finding of No Significant Impact or Environmental Impact Statement.

If no, when will it be completed?

Does the proposed project require an Environmental Assessment in accordance to 24 CFR Part 58 (if federal funds are utilized)?

Yes No

Is the Final Environmental Assessment for the proposed project complete (in accordance to 24 CFR Part 58)?

If yes, please submit a copy of the final Federal Environmental Assessment, Finding of No Significant Impact or Federal Environmental Impact Statement.

If no, when will it be completed?

If Affordable Housing Fund Program funds or federal funds are utilized for site acquisition, an All Appropriate Inquiry (AAI) and Phase 1 Site Assessment are required to be completed.

Will Affordable Housing Fund funds or federal funds be utilized for site acquisition?

Yes No

If yes, has it been completed?

If yes, attach a copy of the AAI and Phase 1 Site Assessment.

If no, when will it be completed?

N. Community support: (If available, include letters of support from community members, other organizations, government officials, and local elected officials)

O. Does this project involve any relocation of existing tenants or homeowners?

Yes No

If yes, please describe any proposed relocation assistance:

6. PROJECT SCHEDULE

Indicate the approximate dates for the following:

Milestones:	Date
Approval of Zoning Change, Community Plan Amendment, District Boundary Amendment or 201 (H) Variances	N/A
Projected Building Permit Date:	
Closing of Construction Financing:	
Construction Start Date:	Jan 2025 Thru Jan 2027
Construction Completion Date:	Jan 2026-Jan 2029
Projected Occupancy Permit Date:	Jan 2026-Jan 2029
Placed in service date ¹ :	Jan 2026-Jan 2029
Achievement of initial occupancy for 100% of the units	Jan 2026-Jan 2029

¹ If project consists of multiple buildings or phases, please list the projected date of the first building to be placed in service and the last building to be placed in service.

7. SOURCES OF FUNDS

A. Identify all potential sources of financing for the proposed project/program in this section and in Attachment "A" - Uses and Sources Budget.

	Funds Committed	Funds Tentative	Total Funds
1. Grants			
General Housing Fund	\$ 6,000,000	\$	\$
HTF	\$	\$	\$
HOME	\$	\$	\$
CDBG	\$	\$	\$
EDI-SP	\$	\$	\$
Value of equity in property contributed	\$	\$	\$
Cash contribution from private source, other than applicant	\$	\$	\$
Permit or Fee Waiver(s)	\$	\$	\$
Other: _____	\$	\$	\$
Other: _____	\$	\$	\$
2. Loans			
Affordable Housing Fund	\$	\$	\$
HTF	\$	\$	\$
Local Government Loans	\$	\$	\$
State Loans	\$	\$	\$
HOME Loans	\$	\$	\$
Other Federal Loans	\$	\$	\$
Private Loans	\$	\$	\$
Other Financing	\$	\$	\$
3. Applicant cash contribution (other than land)	\$	\$	\$
4. Private Foundations			
(Specify: Makahakama Foundation)	\$ 2,500,000	\$	\$
(Specify: Anonymous)	\$ 3,000,000	\$	\$
5. Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Total Project Funds	\$ 11,500,000	\$	\$

B. Explain how all of the Affordable Housing Fund Program funds allocated for this project/program will be expended within 24 months of commitment (execution of grant agreement) of program funds? Attach additional pages if needed

LCLT has seen a stark increase in land sales over the past 6 months and expects this trend to continue.

LCLT has acquired 10 parcels in the past 12 months, and plans to begin construction on these parcels within the next 6 months.

We are also aware there are 100s of homeowners with gaps between their resources and the cost to build.

Given these parameters, LCLT is confident that we have the capacity and demand to expend the project funds within 24 months. LCLT is on track to expend last year's \$5M within the allotted 24 months and believes this is no exception.

Some risk to this is contractor and material availability, which we will continue to keep a close eye on.

C. Describe fund sources unsuccessfully attempted (Attach additional pages if needed):

[Empty response box for question C]

- D. Provide Attachment "A" - Uses and Sources Budget. Use the format provided (or another comparable format prepared by your organization for your proposed project). Provide name of individual or company who prepared budget.

Provide Attachment "B" - Operating Pro Forma budget (rental projects only). Use the format provided (or another comparable format prepared by your organization for your proposed project). Provide name of individual or company who prepared budget.

8. **NARRATIVES**

A. ANTICIPATED RESULTS

Describe the results you expect to achieve. Explain how the proposed activities are directly related to the priority housing need described and what anticipated direct and indirect results of the project will be. Include information on the length of commitment to the original target population, the continued affordability of the assisted housing in terms of monthly rent, and other program results that help illustrate the overall benefit of the project.

(Attach additional pages if needed)

Our primary goal with this program is to carve out a portion of Lahaina's housing stock that is permanently affordable: either through acquisition and building OR filling the gap for existing homeowners to keep full-time Lahaina home-owners on their land and in a safe, quality home.

In exchange for the community's investment, the home will be permanently protected and affordable for full-time Lahaina residents. Forever.

We expect the direct result of this program is that 10-20 new units of housing will be permanently protected, depending on the final breakdown of the portions of funding used on rebuild support vs. acquisition and construction. Given the on-going diaspora and displacement of moderate-income households in Lahaina, this will have a significant impact.

If/when the homeowner decides to sell, their maximum resale value will be capped at an annual fixed rate that reflects area wage increase and that keeps the home affordable to the next buyer. That process will continue in perpetuity.

Lahaina Community Land Trust will enter into partnerships on major capital improvements or upkeep projects over time so that the home retains value for future generations.

B. LEVERAGING

Provide a description of all efforts to leverage or match funding from non-County sources for the subject project. Also, describe all non-County sources that will assist with project or program implementation and management. Identify whether commitments are firm or tentative and under what circumstances tentative commitments will become actualized. **Please attach commitment/reservation letters of other project/program funding sources that are in place.** Briefly describe the general terms and conditions of other resources and give their expiration date(s). For non-cash contributions, detail how dollar amounts were calculated. *(Attach additional pages if needed.)*

Operations and program implementation costs have been funded in full through 2027, through grants from Weinberg Foundation, Center for Disaster Philanthropy and the Nuestro Futuro Foundation.

LCLT has established a partnership with Hawaii Community Lending, who will income qualify, evaluate home-buyer readiness, and connect potential home buyers with resources that are specific to Lahaina fire-survivors, making a purchase of a LCLT home possible.

LCLT's relationship with Maui Construction Industry Coalition will allow us to construct homes using local labor and economies of scale, and to share information about the challenges of construction in post-fire Lahaina as it relates to labor, materials, permitting, timelines, etc.

LCLT has developed a strong relationship with Habitat for Humanity, Maui. We anticipate working on new construction projects in the near future.

LCLT has developed strong partnerships with the Lahaina community, enabling us to gather community support for our bold vision to use the community owned real-estate model to build an inventory of permanently protected and affordable homes in Lahaina. Partners include but are not limited to: Kaibigan NG Lahaina, Lahaina Strong, N Kupuna O Lahaina.

LCLT has already raised \$19M in funding for our work in housing - \$5M of which came from the county last fiscal year, and the remainder has come from private foundations, which we expect will continue.

The County's additional \$6M will continue to make meaningful progress in using the tragedy of the fire to catalyze a permanent improvement in housing in Lahaina.

C. PROGRAM DESIGN

Describe the proposed project activities. Describe how the housing units and/or services proposed will be developed and marketed to eligible participants and what kind of screening procedure, if any, will be used. Outline the relationship of this proposal to established local housing and community development plans and strategies. For special needs housing projects, describe in detail the services that will be provided or coordinated for the property's residents. Describe any known opposition to this proposal. Give enough detail to clearly illustrate all activities associated with the proposed project or program. (Attach additional pages if needed.)

For LCLT's Rebuild Gap program:

LCLT is working with Hawaii Community Lending (HCL) to qualify applicants and document their specific financial situation. Once HCL has determined the specific details of the Gap, HCL will hand off the homeowner to LCLT, where we will work together to identify a General Contractor and a replacement home design. LCLT will facilitate the entitlements and permitting process with help from the LCLT program manager.

Payments to the GC will happen in draws as milestones in home construction are complete. LCLT will work with insurance companies to facilitate these draws.

Prior to the final draw and to Final Occupancy approval, LCLT will file a Deed Restriction on the parcel, restricting resale and requiring full-time occupancy.

LCLT has developed an in-house stewardship program. LCLT will conduct annual check-ins with all LCLT tenants and homeowners, which will include verification of necessary insurance coverage, RPT payment, owner occupancy, etc

When and if the homeowner decides to sell, the Deed Restriction document will require that LCLT retain the right of first opportunity to purchase the home at the resale restricted price. At this point LCLT will bring the land into trust, and sell the improvements to a qualified buyer.

Marketing for-sale units will be done in various ways; to Hawai'i Community Lending clients, on social media from LCLT and our strong West Maui networks, through all available County of Maui outlets, and by press release.

LCLT has established a partnership with Hawai'i Community Lending, who will income qualify, evaluate home-buyer readiness, and connect potential home buyers with resources that are specific to Lahaina fire-survivors, making a purchase of a LCLT home possible.

Homeowner selection process will prioritize Lahaina residents whose primary residence was affected by fire. Preference will be given to long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2.96.090

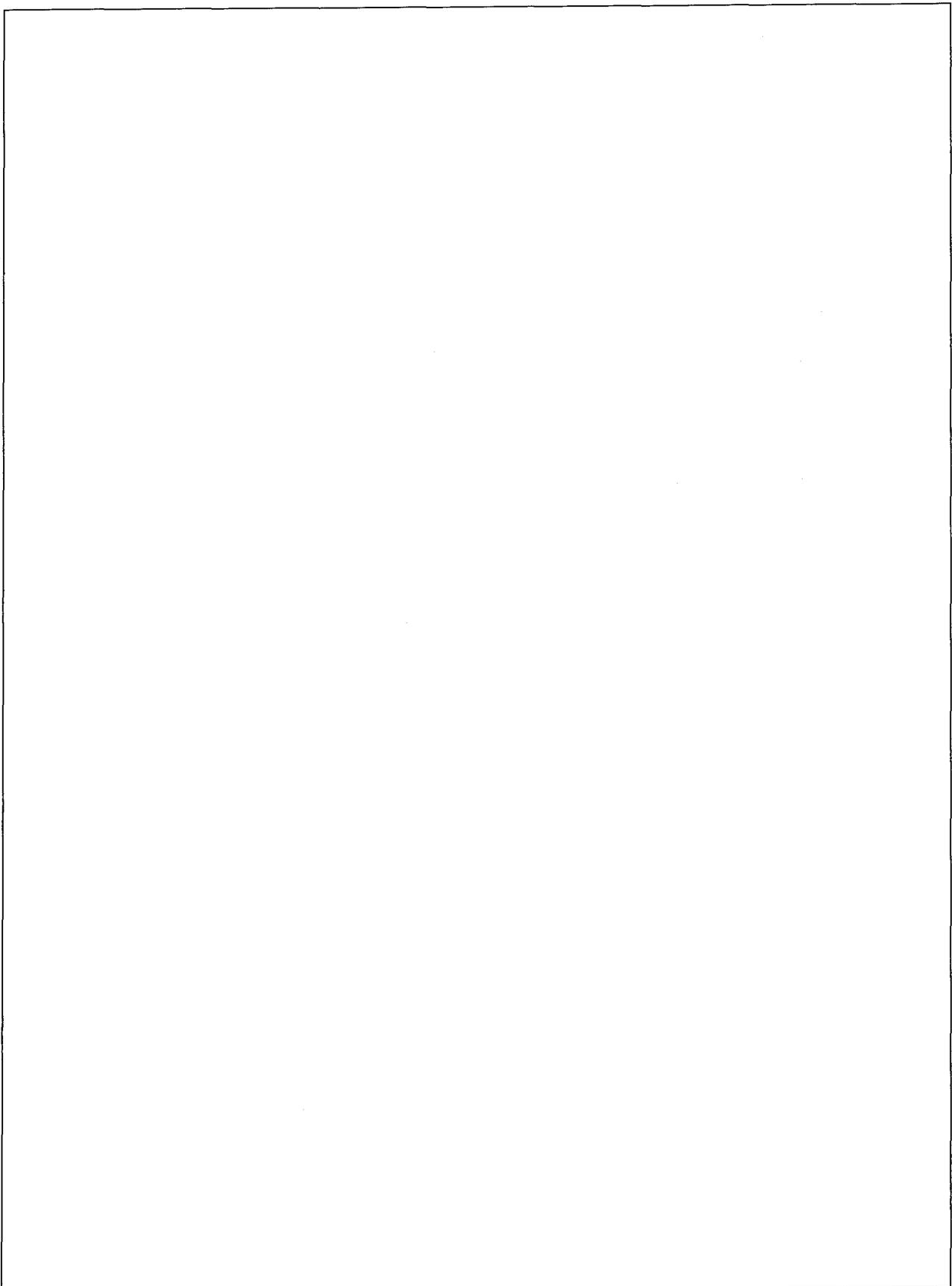
For LCLT's land acquisition programming:

LCLT has made significant investment and progress in community trust and relationships. When a family needs to sell (after we exhaust all options and resources to keep them home), LCLT is there as the safety net to ensure their land stays in community hands.

LCLT has developed a standard Purchase and Sale Agreement, Right of First Opportunity Agreement, and now has a proven track record to seamlessly hand land transactions in house.

Once the land is purchased, we put it into our stewardship program, where we begin on-going maintenance and clean up efforts in relationship with our neighbors.

In 2025 we anticipate beginning our first new construction projects on these parcels. We are currently working with a home designer and are evaluating pre-fab/modular home designs.



9. APPLICANT EXPERIENCE

- A. Provide name, address, contact person and phone number of the organization who will develop, manage, coordinate and implement the proposed project:

Organization Name Lahaina Community Land Trust

Address PO Box 12580, Lahaina, HI 96761

Contact Person Autumn Ness

Phone Number (808) 250 - 4200

- B. Describe your capacity to carry out the proposed project. Submit relevant documents (i.e. applicable licenses to operate project, permits, etc.)

Lahaina Community Land Trust will be the organization to manage and implement the project through completion. LCLT will not be the organization to construct the homes. We are working closely with Maui Construction Industry Coalition, and other local professionals.

We are unable to commit to which contractor we will be using at the time of construction because of the many variables we are all working with. Once parcels are secured and reasonable timelines for construction are established, we will decide which contractors will complete construction on participating parcels.

C. Describe the qualifications and experience of your organization and individual(s) who will manage the development of the project and manage the rental housing project. Submit detailed description of experience and ability to implement project.

Autumn Ness, LCLT Director: Has decades of experience organizing community and building complex solutions to long-standing community issues. She moved to Maui from Japan after the tsunami and nuclear meltdown. Her town was the epicenter of the Japan earthquake and tsunami, and she worked with Architecture for Humanity on re-build projects along the coast, giving her in-depth experience about land and development issues post-disaster. She has worked on affordable and anti-displacement housing policy for about a decade on Maui, as a legislative analyst for two Council members. She is also a co-founder of Maui Hub; a logistics, marketing and sales support organization for small farmers and ranchers that was born out of the COVID era. She has a knack for leveraging resources and community to turn short term crisis response into long term system change.

Carolyn Auwelo, LCLT Operations Director: Lahaina-native, who relocated to Big Island because of the cost of living in Lahaina and worked for 22 years with the USDA as the state grazing specialist. Specifically, using easements and advocacy to protect important rangelands. The fire brought Carolyn home to Lahaina to put her experience in working with large, complex land-protection projects, in collaboration with the federal government, to use.

Simon Windell, Director of Finance: Simon is also the CFO of the Methow Housing Trust (MHT), which was formed as a spin off of the Long Term Recovery Group after the Methow Valley Mega-fire. MHT has been building 10 homes per year for the past 5 years. Simon has over 15 years of experience in systems, operations, and financial processes and works as a consultant for CLTs across the country.

Ka'i Niles, Acquisitions Program Manager: a Lahaina-native, Ka'i is a former Realtor with deep experience in the West Maui market

Regan Ohira, Insurance Gap Program Manager: Regan is a former Mortgage Loan Officer with deep experience in the lending and banking industry.

Julie Brunner, Consultant: Julie is the Housing Manager for Opal Community Land Trust, and has decades of experience in establishing CLTs and providing guidance and capacity in developing programs, approaches, and processes that scale. She has worked across the country and in other post disaster communities, including Houston and Bilouxi. She teaches various CLT classes at Grounded Solutions Network and was on the development team for Homekeeper, a Salesforce-compatible data management system specifically for Community Land Trusts.

LCLT Board of Directors is made up of:

Mikey Burke: West Maui Community Liaison for HECO, and a fire survivor.

Kapali Keahi: Musician and long-time advocate for wai in West Maui

Kaipo Kekona: President of Hawai'i State Farmers Union and Chair of the Long Term Recovery Group. Our relationship with LTRG enables us to share needs and understand what construction-related labor, materials and timing issues we will need to deal with as we start constructing homes.

D. Submit resumes of key personnel involved in the development, implementation and/or management of the rental housing project.

E. Describe past experience relevant to the proposed housing project.

1. Complete the following information for all government (federal, state or county) funded project(s). Attach additional pages for each project, if needed:

- a. Name of Project _____
- b. Project Address _____
- c. Date project started _____ Date completed _____
- d. Total grant/loan amount _____ Source _____
- e. Provide a brief description of project:

2. Describe any problems encountered in carrying out project:

3. Describe any amendments to the original proposal subsequent to receipt of government (federal, state or county) funding:

4. Any differences between the anticipated and actual accomplishments of the project (if, for example, a different number of housing units were built, etc.)

5. If the project is not yet complete, indicate why:

F. Legal Status of Applicant (check, as applicable):

1. Corporation: Non-profit or For-profit
Partnership: General or Limited

Joint Venture (explain)

Note: If the proposal is submitted by a partnership or joint venture, composed of two or more individual firms, then each member firm must submit all information listed on this form, and in addition answer the following:

- (a) Members of Joint Venture
- (b) Date of Joint Venture Agreement
- (c) State of Registration
- (d) Does the agreement between members comprising joint venture make them jointly and severally liable? If not, state terms of agreement in this regard.
- (e) Certified copy of Partnership Agreement

2. The Offeror, if a corporation, was organized on _____ under the laws of the State of _____. (Attach certified copy of Articles of Incorporation and Bylaws, or Certified copy of Partnership Agreement. Non-profit corporations are to attach a copy of the IRS tax-exempt determination).

3. Have you ever failed to complete any work awarded to you? No. If yes, when, where and why?

4. Has any officer or partner of your organization in the past five (5) years been involved with of some other organization that defaulted on a federally funded contract? No. If yes, state name of individual, name of owner and reason therefore?

5. Has any officer or partner of your organization in the past five (5) years been involved with some other organization declared ineligible to participate in any governmental assisted contract? Yes No

If "Yes", please explain:

6. Has any officer or partner of your organization ever filed a petition of voluntary bankruptcy?
 Yes No

7. Has there ever been filed a petition or involuntary bankruptcy against your organization, or any officer or partner of the organization? Yes No

8. Has the organization, or any officer or partner ever made an assignment of assets for the benefit of creditors? Yes No

9. Are there any unsatisfied judgments outstanding against the organization, or any director or partner of the organization? Yes No

10. Has the organization been a party to any litigation within the last 5 years?
 Yes No

If "yes" was answered to any question 6 through 10, give a full explanation:
Attach additional pages if needed

CERTIFICATION OF AUTHORIZED OFFICIAL

To the best of my knowledge and belief, data, attachments and exhibits in this application are true and correct. The documents have been duly authorized by the governing body of the entity and the entity will comply with all of the federal, state and county rules and regulations if General Housing Funds are awarded.

_____ SIGNATURE	_____ TITLE
_____ PRINTED NAME	_____ DATE

ATTACHMENT "A" - USES AND SOURCES BUDGET

<u>USE OF FUNDS</u>	<u>ACTUAL COST</u>	<u>AFFORDABLE HOUSING FUND SOURCE</u>	<u>OTHER SOURCE</u>	<u>NAME OF OTHER SOURCE</u>
1. ACQUISITION				
1.1 LAND				
1.2 EXISTING STRUCTURES				
1.3 OTHER				
2. PREDEVELOPMENT				
2.1 ARCHITECT FEE DESIGN				
2.2. ARCHITECT FEE SUPERVISE				
2.3 ENGINEERING FEES				
2.4 COST ESTIMATES				
2.5 OTHER				
3. SITE WORK				
3.1 DEMOLITION				
3.2 SITE CLEARANCE				
4. CONSTRUCTION/REHAB				
4.1 OFF-SITE INFRASTRUCTURE				
4.2 ON-SITE IMPROVEMENT				
4.3 NEW BUILDING				
4.4 REHABILITATION				
5. DEVELOPER'S FEES				
6. OTHER RELATED COSTS				
6.1 BLDG. PERMIT FEES				
6.2 APPRAISAL				
6.3 GEOTECHNICAL				
6.4 ENV. CONSULTANT				
6.5 RECORDATION FEES				
6.6 ATTORNEY'S FEES				
6.7 IMPACT FEES				
6.8 PROJECT AUDIT				
6.9 OTHER				
7. INTERIM COSTS				
7.1 CONST. INSURANCE				
7.2 CONST. INTEREST				
7.3 CONST. LOAN ORIG. FEE				

8. PERMANENT FINANCING FEES

8.1 CREDIT REPORT _____
8.2 PERM. LOAN ORIG. FEE _____
8.3 TITLE & RECORDING _____

9. TENANT RELOCATION

10. PROJECT RESERVES

10.1 LEASE-UP RESERVE _____
10.2 OPERATING RESERVE _____

11. PROJECT ADMIN/MGT.

11.1 AFFIRMATIVE MKT. _____
11.2 MANAGEMENT _____
11.3 TAXES _____
11.4 INSURANCE _____

12. TOTAL USES (DEVELOPMENT) \$ _____

13. TOTAL SOURCES \$ _____ \$ _____

14. DIFFERENCE \$ _____

ATTACHMENT "B" – PRO FORMA OPERATING BUDGET (RENTAL HOUSING)

OPERATING INCOME	Annual Amount
1. Gross rent potential	\$ _____
2. Vacancy allowance (_____ % of Line 1)	_____
3. Effective gross rent (Line 1 minus Line 2)	_____
4. Other Income	_____
5. Reserve for bad debt	_____
6. Effective Gross Income (Line 3 + Line 4) – Line 5	_____

OPERATING EXPENSES	Annual Amount
7. Management fees	\$ _____
8. Management staff costs	_____
9. Legal fees	_____
10. Accounting (audit fees)	_____
11. Telephone	_____
12. Office supplies	_____
13. Other administrative expenses	_____
Subtotal	\$ _____

MAINTENANCE	Annual Amount
14. Maintenance staff costs	_____
15. Painting	_____
16. Landscaping contract	_____
17. Pest control contract	_____
18. Trash removal contract	_____
19. Maintenance supplies	_____
20. Other	_____
Subtotal	\$ _____

Utilities	Annual Amount
21. Electricity	_____
22. Water and Sewer	_____
23. Gas	_____
24. Other	_____
Subtotal	\$ _____

INSURANCE/TAXES/RESERVES	Annual Amount
25. Property Insurance	_____
26. Liability Insurance	_____
27. Real Estate Taxes	_____
28. Operating Deficit Reserve	_____
29. Reserve For Replacement	_____
Subtotal	\$ _____
30. Total Operating Expenses (Line 7 through 29)	\$ _____

INCOME AVAILABLE FOR DEBT SERVICE	Annual Amount
Effective Gross Income (Line 6)	_____
Minus Total Operating Expenses (Line 30)	_____
31. Net Operating Income	\$ _____
32. Debt Service Coverage Ratio Required by Lender	_____

ATTACHMENT "B" – INCOME AND EXPENSE ANALYSIS

Entity Name _____
Project Name _____

	Year 1	Year 2	Year 3	Year 4	Year 5
1. Potential Rental Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Miscellaneous Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Gross Potential Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Vacancy Factor (5%)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Effective Gross Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Operating Expense	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Debt Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Net Operating Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Other Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Net Cash Flow	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Notes to the Income and Expense Analysis should follow this page and should be referenced by item line.

ATTACHMENT "B" – INCOME AND EXPENSE ANALYSIS

Entity Name _____
Project Name _____

	Year 6	Year 7	Year 8	Year 9	Year 10
1. Potential Rental Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Miscellaneous Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Gross Potential Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Vacancy Factor (5%)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Effective Gross Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Operating Expense	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Debt Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Net Operating Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Other Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Net Cash Flow	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Notes to the Income and Expense Analysis should follow this page and should be referenced by item line

ATTACHMENT "B" – INCOME AND EXPENSE ANALYSIS

Entity Name _____
Project Name _____

	Year 11	Year 12	Year 13	Year 14	Year 15
1. Potential Rental Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Miscellaneous Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Gross Potential Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Vacancy Factor (5%)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Effective Gross Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Operating Expense	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Debt Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Net Operating Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Other Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Net Cash Flow	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Notes to the Income and Expense Analysis should follow this page and should be referenced by item line

ATTACHMENT "B" – INCOME AND EXPENSE ANALYSIS

Entity Name _____
Project Name _____

	Year 16	Year 17	Year18	Year 19	Year 20
1. Potential Rental Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Miscellaneous Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Gross Potential Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Vacancy Factor (5%)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Effective Gross Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Operating Expense	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Debt Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Net Operating Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Other Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Net Cash Flow	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

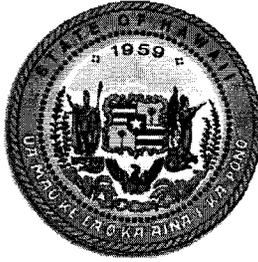
Notes to the Income and Expense Analysis should follow this page and should be referenced by item line

ATTACHMENT "B" – INCOME AND EXPENSE ANALYSIS

Entity Name _____
Project Name _____

	Year 21	Year 22	Year 23	Year 24	Year 25
1. Potential Rental Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Miscellaneous Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Gross Potential Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Vacancy Factor (5%)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Effective Gross Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Operating Expense	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Debt Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Net Operating Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Other Subsidy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Net Cash Flow	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Notes to the Income and Expense Analysis should follow this page and should be referenced by item line



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: LAHAINA COMMUNITY LAND TRUST

Issue Date: 11/25/2025

Status: **Compliant**

Hawaii Tax#:

New Hawaii Tax#:

FEIN/SSN#: XX-XXX0569

UI#: No record

DCCA FILE#: 328897

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

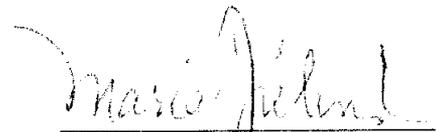
GRANT AGREEMENT CERTIFICATION

I, **MARCY MARTIN**, Director of Finance of the County of Maui, State of Hawaii,
do certify that there is available appropriation or balance of an appropriation over and above all
outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

<u>Appropriation Index</u>	<u>Title</u>	<u>Amount Required</u>
101098 - ✓	AHF LCLT INSURANCE GAP PRG ✓	(6317) ✓ \$ 3,500,000.00 ✓

GRANT AGREEMENT G 6474 LAHAINA COMMUNITY LAND TRUST ✓

Dated this 10 day of APRIL 2025
Grant Period: Two (2) years from NTP ✓



MARCY MARTIN
Director of Finance

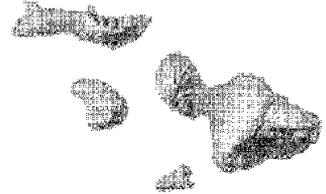
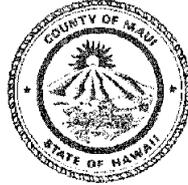
Keep Lahaina Home, Insurance Gap Program
for Department of Housing
ORDINANCE #5657 (FY2025)

FY 2025

ii  4/11/25 4858653

RICHARD T. BISSEN, JR.
Mayor

MARCY MARTIN
Director



DEPARTMENT OF FINANCE
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov

April 17, 2025

Lahaina Community Land Trust
117 Pualu Place
Lahaina, HI 96761

**RE: KEEP LAHAINA HOME, INSURANCE GAP PROGRAM FOR THE
DEPARTMENT OF HOUSING
GRANT NO. G6474**

Dear Lahaina Community Land Trust:

Transmitted is a copy of the fully executed grant agreement for your file.

Sincerely,


for **MARCY MARTIN**
Director of Finance

MM:dda
Enclosure

xc: Department of Housing, Housing Programs Division

RICHARD T. BISSEN, JR.
Mayor

RICHARD E. MITCHELL, ESQ.
Director

SAUMAIU MATA'AFU
Deputy Director



DEPARTMENT OF HOUSING
COUNTY OF MAUI
2065 MAIN STREET, SUITE 108
WAILUKU, MAUI, HAWAII 96793
PHONE (808) 270-7351
FAX: (808) 270-6284

March 19, 2025

Ms. Autumn Ness
Executive Director
Lahaina Community Land Trust
117 Pualu Place
Lahaina, HI 96761

Dear Ms. Ness,

SUBJECT: AFFIRMATION REGARDING MAUI COUNTY CODE

Please review the attached Grant Agreement for the Lahaina Community Land Trust's ("LCLT"), "Keep Lahaina Home, Insurance Gap Program" ("Agreement").

Please sign and return this letter to the Department of Housing prior to returning the signed Agreement. The signed letter verifies that LCLT has confirmed with its lenders and other funding partners that the Agreement is consistent with the other lender or financing requirements for the program, and that no additional exemptions to the Maui County Code are required.

If after consulting with your lenders and funding partners exemptions are required, please return the unsigned Agreement with a written request on LCLT letterhead stating the specific exemptions needed and the justification for exemptions to the Code.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Mitchell", is written over a circular stamp or seal.

RICHARD E. MITCHELL, ESQ.
Director of Housing

Autumn Ness

Autumn Ness, Executive Director
Lahaina Community Land Trust

3-22-25

Date

Attachment (1)

GRANT NO. G6474

GRANT OF COUNTY FUNDS

Department: Housing – Housing Programs Division

Project Title: Keep Lahaina Home, Insurance Gap Program

Certification Requested from County: \$3,500,000.00

This GRANT OF COUNTY FUNDS ("Agreement") is made this 14th day of April, 2015 by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "County", and LAHAINA COMMUNITY LAND TRUST, a Hawaii nonprofit organization, whose mailing address is 117 Pualu Place, Lahaina, Maui, Hawaii 96761, hereinafter referred to as the "Grantee". County and Grantee shall hereinafter be referred to collectively as the "Parties".

Availability of Funds. The availability of funds for this Agreement shall be as set forth in the Funds Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Agreement. Funds Certification shall be on file in the office of the Director of Finance of the County of Maui.

WITNESSETH

WHEREAS, the County desires to provide grant funds for Keep Lahaina Home-Insurance Gap Program (the "Project"); and

WHEREAS, the County has reviewed and approved the Grantee's proposal for a grant of County funds in furtherance of the Project.

NOW, THEREFORE, the Parties, in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

1. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Project in accordance with the General Terms and Conditions, attached hereto as Exhibit "A" and made a part hereof.

2. Additional Conditions. In further consideration of a grant of Affordable Housing Funds, the Grantee agrees as follows:

- a. Subject to the exceptions granted by the Maui County Council in accordance with Resolution 25-70, attached hereto as Exhibit "C" and incorporated herein, Grantee shall comply with the requirements of Chapters 3.35 and 3.36, Maui County Code ("MCC"). In the event of a conflict between Chapters 3.35 and 3.36, MCC, the provisions of Chapter 3.35, MCC, shall control.

GRANT NO. G6474

- b. Grantee shall submit annual reports to the Department of Housing, documenting the progress toward implementing long-term management of the Project.
 - c. Grantee shall comply with any other requirement of the County
3. Scope of Project. Grantee shall use the funds for the Project as described in Exhibit "B", attached hereto and made a part herein.
4. Project Budget. Subject to the terms of this Agreement, the County agrees to make available as a grant to the Grantee, a sum not to exceed the total amount of certification requested as set forth above, subject to appropriation. The County shall review and approve the following prior to any grant funds being released:
- a. All documentation related to other funding sources for the Project;
 - b. Final Budget (sources and uses) for the Project; and
 - c. Other items as deemed necessary by the County of Maui
5. Performance Schedule. The duration of this Agreement shall begin on the County's Notice to Proceed and continue for a period of two years, unless sooner completed, terminated, or extended in compliance with the terms of this Agreement. It is understood that to exercise any such extension option, the Parties will execute an Amendment to the Agreement. The Parties acknowledge that the funding stated above relates only to the County's current fiscal year, which ends June 30, 2025, and funding for subsequent fiscal years is subject to appropriation by the County Council in its sole and absolute discretion
6. Conflict. In the event of any conflict between or among this Agreement and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Agreement shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.
7. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Department of Housing
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

GRANT NO. G6474

8. Officer-in-Charge. The Director of Housing, or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Project completion.

9. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

10. Severability. If any provision of this Agreement is held invalid, the other provisions of this Agreement shall not be affected thereby. If the application of the Agreement or any of its provisions, to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons or circumstances shall not be affected thereby.

11. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the parties.

12. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be 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.

13. Authority and Effective Date. The undersigned represent and warrant that they are authorized to execute this Agreement, which is effective on the date of the last signature hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month, and year first written above.

[EXECUTION PAGES TO FOLLOW]

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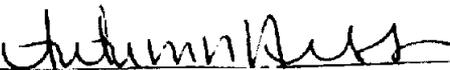
GRANT NO. G6474

GRANTEE'S EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Contract on behalf of the Grantee

GRANTEE:

LAHAINA COMMUNITY LAND TRUST

By 
(Signature)

Autumn Ness
(Print Name)

Its Executive Director
(Title)

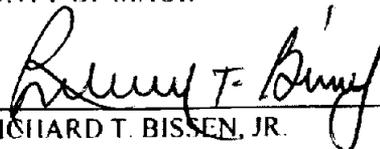
Date 3-22-25

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GRANT NO. G6474

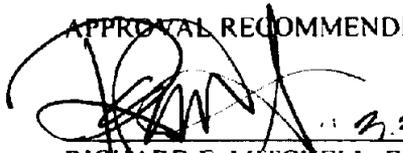
COUNTY EXECUTION PAGE

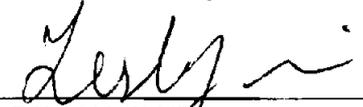
COUNTY OF MAUI:

By 
RICHARD T. BISSEN, JR.
Its Mayor

Date 4-16-25

APPROVAL RECOMMENDED:

 3.31.25
RICHARD E. MITCHELL, ESQ.
Director of Housing


LESLEY MILNER
Budget Director

APPROVED AS TO FORM
AND LEGALITY:


KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
LF2035 0122
2025.03.11 G6473 Primary.docx

GRANT NO. G6474

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

In consideration of the grant of County funds, Grantee covenants and agrees to the following terms and conditions in the use and administration of County funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Agreement and any subsequent amendments, the terms, provisions, conditions and or covenants contained in said body shall prevail.

1. **RECORD KEEPING.** Grantee shall keep records and prepare reports, including detailed, separate financial records relating to all grant funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit an expeditious determination to be made at any time of the status of funds within the award, including any disposition of all funds received from County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of the Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement. Grantee and any subcontractors shall maintain the files, books, and records that relate to the Grant, for at least three years after the date of final payment under the Grant.

2. **QUARTERLY REPORTS.** Grantee shall provide County with written, narrative, quarterly status reports within thirty (30) calendar days of the end of each report quarter (excluding the final quarter). These reports shall contain the following information:

- a. Summary of program status in relation to goals, objectives and scheduled actions steps outlined in the grant application,
- b. Contact information and all other relevant information regarding people or businesses served,
- c. Financial status of County funds used, and
- d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.

3. **FINAL REPORT.** Within 30 (thirty) days of the expiration of the Performance Schedule or completion of the Project, or termination of the Agreement, whichever is sooner, Grantee shall submit to County a final project report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and contain the following:

- a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement,
- b. A list of expenditures incurred in the performance of this Agreement,
- c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
- d. Contact information and all other relevant information regarding people or businesses served;
- e. Financial status report of County funds used; and
- f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.

4. **FINANCIAL AUDITS.** Grantee shall supply County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.

GRANT NO. G6474

5. NONPROFIT STATUS. If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict of interest situations, as required by Section 3-36-040(c), Maui County Code.

6. INSURANCE. During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Grantee shall provide County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The County shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a copy of the policies. Grantee shall also carry workers' compensation insurance for Grantee's employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and or immediate termination of this Agreement.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.

7. INDEMNIFICATION. To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination or surrender of this Agreement.

8. SUBCONTRACTS. The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.

9. EMPLOYEE COMPENSATION. Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.

10. COUNTY RECOGNITION. Grantee shall give the County and State of Hawaii, if applicable, appropriate recognition in all grant-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and or use.

11. GRANTEE COMPLIANCE. Grantee shall strictly comply with its articles of incorporation and or bylaws and all relevant County, State and Federal rules and regulations concerning Grantee's policies and operations.

12. NO DISCRIMINATION. Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal

GRANT NO. G6474

and State laws prohibiting discrimination

13. MODIFICATION OF AGREEMENT. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental Agreements executed by the County and Grantee.

14. DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT. Grantee shall be deemed to be in default of the Agreement if:

- a. Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
 - b. Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
 - c. Grantee abandons or discontinues its operations for a period in excess of thirty (30) days;
- or
- d. Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- b. Withhold grant fund payments pending correction of the noncompliance;
- c. Disallow all or part of the cost/expense of the activity or action not in compliance;
- d. Withhold additional award(s) to Grantee; and
- e. Terminate this agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such suspension or termination. Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee pursuant to this Agreement shall be transferred to the County.

15. COSTS INCURRED DUE TO SUSPENSION OR TERMINATION. The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.

16. WITHHOLDING OF PAYMENTS. County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

17. PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

18. ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's

GRANT NO. G6474

personal expenses

19. LOBBYING PROHIBITED Grantee shall not use grant funds for lobbying purposes or activities

20. REVERSION OF ASSETS The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either:

- a. Pay the County the current fair market value of the asset; or
- b. Transfer control of the asset to the County

Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, the Grantee shall transfer to the County:

- a. Any County funds on hand at the time of expiration or termination of this Agreement,
- b. Any account receivables attributed to the use of County funds, and
- c. Any real and or personal property acquired or improved in whole or in part with County

funds

21. PRODUCTION OF INFORMATION If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.

22. COMPLIANCE WITH LAWS Grantee shall comply with all applicable Federal, State and County laws, rules, regulations, licensing requirements, applicable accreditation and other standards of quality generally accepted in the field of Grantee's activities.

23. METHOD OF PAYMENT Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officer-in-Charge.

a. REIMBURSEMENT Grantee shall submit on its company agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, or other documents are submitted. Each reimbursement request shall:

1. Identify the Project, the nature of the work or materials provided, and the specific Phase of the Project for which the work or materials were provided;
2. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
3. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
4. Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and or other documents providing verification of work completed in accordance with this Agreement; and
5. Be presented in duplicate, with two (2) complete sets of all items submitted.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

b. ADVANCED DISBURSEMENT At the discretion of the Officer-in-Charge, advance disbursement of twenty-five (25) percent or more of grant funds may be issued to Grantee. Such advanced disbursements must be directly related to the Program, and Grantee shall submit on its company agency's letterhead written documentation to the County for expenditure of such funds, in accordance with subsection (a), above, within

GRANT NO. G6474

30 days of such advance disbursement(s)

If advance disbursement totals less than ninety (90) percent of the total grant funds, the County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

Grantee shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order, or request for payment sent to the County is correct, complete, and in accordance with the terms of this Agreement. Initial and final payment under this Agreement shall be subject to receipt by the County of original tax clearance certificates for the Grantee from the State of Hawaii.

24. PROGRAM INCOME. "Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees, or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.

25. PROCUREMENT. If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.

26. INSPECTIONS AND MONITORING. Grantee shall permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, event or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigation, researching or formulating programs, services or related policies and procedures or when County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.

27. PERSONNEL REQUIREMENTS.

- a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.
- b. The Grantee shall ensure that the Grantee's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
- c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination thereof shall be construed together and shall constitute one and the same Agreement.

GRANT NO. G6474

In the event Grantee fails to adhere to any of the conditions of this Grant, including the general and special conditions (if any), County may withdraw any part or all of the grant at the County's sole discretion and without advance notice. Grantee shall be held liable for any grant funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.

[END OF GENERAL TERMS AND CONDITIONS]

**County of Maui
Department of Housing
Affordable Housing Fund Program
Application Form**

Project Name	Keep Lahaina Home, Insurance Gap Program
---------------------	---

1. ENTITY INFORMATION

A Entity Information

Please type or print legibly the following information:

Entity's Name Lahaina Community Land Trust	
Entity's Tax ID Number 93-4230569	
Entity's Contact Name, Title Autumn Ness, Director	
E-Mail Address autumn@lahainacommunitylandtrust.org	Phone Number 808 250 4200
Entity's Address 117 Pualu Pl Lahaina, HI 96761	Fax Number N/A

B Please also include the information below if this application is being prepared by a person or entity different from the applicant.

Application Preparer Name	
Application Preparer Contact Name, Title	
Application Preparer E-Mail Address	Application Preparer Phone Number
Application Preparer Address	Application Preparer Fax Number

C The Entity is a

- | | |
|--|--|
| <input type="checkbox"/> Public agency | <input type="checkbox"/> Private non-profit organization |
| <input type="checkbox"/> Private for-profit entity | <input checked="" type="checkbox"/> Community Land Trust |
| <input type="checkbox"/> Other: _____ | |

D Non-Profit Articles of Incorporation (Include copy)

E Corporate Bylaws (Include copy)

F Financials (Include most current financial statement)

G Name and Title of Individual(s) authorized to sign legal documents on behalf of organization

Name: Autumn Ness Title: Director
Name: Mikey Burke Title: President

(Include resolution authorizing individual(s) to sign application)

2. TYPE OF USES

A. Use Category. Check the use category(s) that most appropriately describes your use of Affordable Housing Fund Program funds

- Land Acquisition
- Rehabilitation
- Planning, Design
- Residential Building Acquisition
- New Construction
- On-Site Improvements
- Off-Site Infrastructure
- Other Uses (please specify):
Supplementing insurance proceeds to ensure homes can be rebuilt post-fire

B Project/Program Type Check the appropriate activity.

- For-Sale Housing
- Rental Housing
- Rehabilitation
- Other (please specify): _____

C Occupancy Information

Number of households assisted at each Area Median Income (AMI) category

At or below 30% AMI: _____ At or below 80% AMI: _____
 At or below 40% AMI: _____ At or below 90% AMI: _____
 At or below 50% AMI: _____ At or below 100% AMI: _____
 At or below 60% AMI: _____ At or below 120% AMI: _____
 At or below 70% AMI: _____ At or below 140% AMI: 8-12 households
 Other _____

D. Indicate the number of units allotted for each of the following

Family _____ Homeless _____

Elderly _____ Special Housing Needs _____

In the space provided below, please describe the special housing need served by this project (i.e. mobility impaired, hearing/vision impaired, mentally challenged, etc.)

This project will specifically serve and work with homeowners who lost their home in the fire, but insurance proceeds are insufficient to rebuild ("the gap"). Funds from this program will fill the gap, enabling homeowners to rebuild on their property, keeping their pre-fire mortgage payment

3. FORM OF ASSISTANCE

Check the appropriate type of assistance

- Grant
- Interest bearing loan (interest rate set at 3%)

If type of assistance is a loan, describe loan terms, loan repayment schedule and identify security/guarantee (Attach additional pages if needed)

N/A

4. PROJECT SUMMARY

- A Project Name: Keep Lahaina Home
- B Location (town/community): Lahaina
- C Tax Map Key #: To be determined
- D. **Detailed project description** [Include an outline of the income categories the project will serve, location of project, total number of units, type of project (homeownership or rental), target group (family, elderly or other special needs group, specify group), form of assistance (loan or grant), use of affordable housing fund program funds (acquisition of vacant land, acquisition of residential building and rehabilitation, new construction, etc.), unit size (no. of bedroom/bath), other funding sources (if firm commitment or tentative commitment), status of entitlements (zoning, district boundary amendment, community plan, 201H or MCC 2.97 variances), environmental review status, site control status, project schedule (from pre-development to occupancy or acquisition of site or building to occupancy), if project satisfies another developer's affordable housing requirement or not, community support, other county, state or federal agencies support or approval and needs analysis for the type of project] (Attach additional pages if needed)

The data tells us that there were 761 owner-occupied homes destroyed in the fire, we have reason to believe that ~500 of these homes were under-insured, meaning that the insurance proceeds are insufficient to rebuild the home ('the Gap'). Setting aside the very real short term instability and challenges that these households face, if they are unable to rebuild, Lahaina will see an unprecedented exodus of local residents and homeowners.

Our goal in this program is to fill the Gap, ensure the home is rebuilt, the homeowner retains their pre-fire cost of housing, their pre-fire equity (less the grant) and in exchange, an easement is placed on the home managing the appreciation and ensuring that unit of housing is available for local residents, forever.

LCLT has partnered with Hawaii Community Lending (HCL) to work with homeowners, as they have the expertise and capacity to work with individual families to understand and document their unique financial situations. We know that ~225 families have reached out to HCL for help, and we have financial details for ~60 of those households.

Based upon this data, we believe the average insurance gap is ~\$200k, if we include forbearance balances and the increased insurance premiums that will be in place after construction, we estimate it will require approximately \$300k in total investment per household on average, to build a home and get the homeowner back to their pre-fire mortgage cost. We anticipate that this funding will fill the Gap for 10 homeowners.

Homeowners insurance replacement cost will pay for construction (directly to contractor) until it draws to \$0, at which point LCLT's grant funding kicks in to finish the project, ensuring the successful completion of replacement funds, along with the recording of a restrictive covenant to protect the community's investment. LCLT's funds are paid directly to the contractor (in the same manner as the insurance payout).

Only fire-destroyed properties and home sites that have been successfully cleaned up will be eligible.

LCLT's approach will be to determine the size and typology of the rebuilt home based upon what was legally constructed based upon the best available records. If a multi-generational household would like to rebuild a larger residence, they would need to fund this construction separately, but the design of the rebuild could certainly take this into consideration.

See attachment for a high level flowchart of the process from start to finish

Recipients of the GAP award will be income-eligible Lahaina residents whose primary residence was affected by fire. Preference will be given to long term residents of the West Maui Community Plan area as allowed by law, using a similar process as outlined in Maui County Code 2 96 090

To be eligible for the Insurance Gap Program, a household must first meet the "Threshold Requirements"

- 1 House destroyed in the fire
- 2 Cannot own any more than a 30% interest in other residential real estate (ie fractional interest in heir property)
- 3 HCL (or another 3rd party financial analyst) has worked with the homeowner to collect essential datapoints, verified insurance payout, current mortgage origination date, principle, rate, payment, and whether they can keep their mortgage
- 4 Insurance gap to rebuild and return to pre-fire affordability is less than or equal to the current cost of new construction on LCLT property, or the funding source requirements, whichever is less (in this case \$300k)
- 5 The homeowner agrees to the terms and conditions of the Easement / Deed Restriction
- 6 Lot has been cleared and approved for construction
- 7 Income limits as imposed by funding source (in this case, 140% AMI)

Eligible applicants will be referred to LCLT from HCL (or another partner financial case management organization) If there are more applicants that meet the threshold criteria than there is current funding, a lottery will be held to select the award applicants, with a weighted preference to long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2 86 090

From an administrative perspective, the intent of Lahaina Community Land Trust is to maximize the percentage of this fund in direct-to-homeowner grants, and to minimize cost associated with admin and operations

Because this program is the first of it's kind, we have estimates of admin/operations costs, but will track all related costs including staff time and invoices, and submit real costs to the department, per the process outlined in the grant agreement, as the program unfolds. As stated in the ordinance, Lahaina CLT's admin and operations cost shall not exceed \$500,000 over the course of the grant term.

Per insurance gap applicant

1. HCL, financial qualification and advocacy, @ \$80/hr (estimated 20 hours per applicant, but total actual cost will be invoiced per grant agreement)
- 2 LCLT, construction/payment monitoring ensuring completion of rebuild, deed restriction management (homeowner education, recording, management) @ \$80/hr (estimate 100-120 hours per applicant, but total actual cost will be invoiced per grant agreement)

- E Provide an overview of the long-term management plan for the proposed project (please include tenant selection process; homebuyer selection process; compliance monitoring plan (annual verification of owner occupancy, verification of homeownership unit kept affordable for 25 years, rental unit kept affordable for life of unit, etc) (Attach additional pages if needed))

LCLT has developed an in-house stewardship program. LCLT will conduct annual check-ins with all LCLT tenants and homeowners, which will include verification of necessary insurance coverage, RPT payment, owner occupancy, etc.

LCLT's stewardship program will ensure that homes where the Gap has been filled are affordable in perpetuity.

LCLT will utilize the Grounded Solutions Network Model Deed Restriction to secure the affordability requirements. This is a 99 year deed restriction, that renews upon each resale and is approved by both Fannie Mae and Freddie Mac. LCLT will steward these properties and homeowners in a similar manner to their Ground Lease portfolio homes.

LCLT is using HomeKeeper to manage its applicants, properties and long term investments into its homes. HomeKeeper is a Salesforce based CRM that was designed by and for community land trusts and is currently housed within the Grounded Solutions Network. HomeKeeper enables CLTs to manage eligibility and acquisition information, but facilitates on-going monitoring of items such as hazard insurance coverage, property tax payments, improvements/changes to the home, owner occupancy and more. At a minimum LCLT will collect evidence of annual insurance coverage and monitor owner-occupancy once a year. LCLT's documentation will be available for the County to review upon request.

The Value of the home upon filing the deed restriction will be determined based upon the Pre-Fire value, less the GAP award. This serves to preserve the owner's equity in a fair manner.

The home's appreciation will then be managed 1.5% simple interest per year, which is just below the average annual AMI increase (15 years prior to COVID 2004 - 2019) so the home will remain affordable to the same target income buyers in perpetuity.

LCLT will retain a "right of first opportunity" so that if/when the existing (fire-affected) homeowner is ready to sell, LCLT will bring the ground into its ground lease program, and sell the home to a qualified applicant.

Homeowners may transfer ownership to an heir, in which case the Deed Restriction will remain the tool to preserve affordability. In this case, the land and the improvements would be transferred to the family member. The new owner (family) must meet the "qualified buyer" requirements. This will be dictated by the funding source, so in the case of county funding, they must meet the Affordable Housing eligibility requirements.

- F Provide a housing needs analysis for the type of project being developed (if citing information from housing needs studies or market analysis, reference the source document and include the pertinent pages of the source document) (document source if using statistics). *(Attach additional pages if needed)*

"Expansion of community ownership of real estate in West Maui is one of the few solutions that promises to make homeownership more accessible and build families' wealth. Expanding ownership of real estate at the local level can have beneficial consequences at family, community, and statewide scales – and land loss can lead to the opposite. Land sales patterns from other post-disaster communities indicate the possible scale of the problem that could unfold here "

Excerpt from "Aina Retention for Lahaina, Expanding community ownership to build community resilience in Maui Komohana "

Link to full report can be found here

<https://static1.squarespace.com/static/60ac5bb9eb895759b833a61d/t/66677a86de52f27958abbdaa/1718057639801/%CA%BB%C4%80ina+Retention+For+Lahaina+%5Bfinal%5D.pdf>

Ensuring that owner-occupants stay in Lahaina (and do not sell), is a key strategy to ensure post-fire land-loss is not exacerbated

G Summary of amount and use of Affordable Housing Fund Program funds

	<u>Affordable Housing Fund</u>	<u>Total Funds</u>
Land Acquisition	\$ _____	\$ _____
Residential Bldg Acquisition	\$ _____	\$ _____
New Construction	\$ _____	\$ _____
Rehabilitation	\$ _____	\$ _____
On-Site Improvements	\$ _____	\$ _____
Off-Site Infrastructure	\$ _____	\$ _____
Planning, Design	\$ _____	\$ _____
Other Insurance Gap Funding	\$ _____ 3,500,000	\$ _____
TOTAL	\$ _____ 3,500,000	\$ _____

H. What type of project are you planning? (Check all that apply)

- Apartment building
- Garden Style Mid-rise High-rise
- Cluster Single-family dwelling units
- Townhouse Duplex, triplex, fourplex
- New Construction Rehabilitation Acquisition

I. Size, number and rent of units.

Affordable Housing Fund Units

	<u>Size</u>	<u>Number</u>	<u>Rent/Sales Price</u>
0 bedroom units	_____ s.f.	# _____	\$ _____
1 bedroom units	_____ s.f.	# _____	\$ _____
2 bedroom units	_____ s.f.	# _____	\$ _____
3 bedroom units	_____ s.f.	# _____	\$ _____
4 bedroom units	_____ s.f.	# _____	\$ _____
5 bedroom units	_____ s.f.	# _____	\$ _____

Total number of units in project 8-12

J. Number of affordable units and rents/sales price (as a percentage of median income)

Please indicate if it is rents or sales price. to be determined

	<u>30% and below</u>	<u>50% and below</u>	<u>60% and below</u>	<u>80% and below</u>
0 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
1 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
2 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
3 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
4 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
5 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____

	<u>90% and below</u>	<u>100% and below</u>	<u>120% and below</u>	<u>140% and below</u>
0 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
1 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
2 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
3 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
4 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____
5 bedroom units	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____	# _____ \$ _____

K Project Unit Mix

Fill in the appropriate number in the table below

No of Buildings	Studios	1 BR	2 BR	3 BR	4 BR	Total units
Gross Building Area in square feet	SF / unit	Gross Residential Area				
Common Area (in square feet)						
Commercial Space (in square feet)						
Total Area						

If you need more space, attach a separate sheet with the information requested above.

L. Project Amenities The Project will include the following amenities:

- | | | |
|------------------------|--|----------------|
| Playground/Tot lot | Picnic Area | Swimming Pool |
| Community Meeting Room | Elevator | Transportation |
| Laundry Room | Computer with high-speed internet access | |

Other (describe): _____

M Unit Amenities What equipment/furnishings will be available in each unit?

- Range Refrigerator Air Conditioning Disposal
 Dishwasher Washer Dryer Carpet
 Drapes Furniture Heating Cable TV
 High speed internet access Other (describe) _____

N Project includes other facilities (if applicable)

- Community Center Facility
 Child Care Facility
 Other (Describe): _____

O Will project have innovative techniques in design, construction, or operation?

- Yes No (If "Yes", briefly describe)

We plan to ensure re-build homes utilize the latest fire wise design and materials

P Provide schematic plans and/or preliminary plans, if available

Q Period of Affordability: 25 years In perpetuity Other: _____

R Who will own the project?

- Prior to completion: Lahaina Community Land Trust
- After construction: Lahaina Community Land Trust
- After occupancy: LCLT + homeowner in partnership

S. Parking How many parking spaces will be provided at the project site? Please complete the table below.

	Number of spaces	Ratio of Spaces/Units
Tenant		
Guest		
Handicap Accessible		
Commercial		
Total		

Will a fee be charged to tenants for parking in addition to rent? Yes No

T Energy Efficiency and Green Building Practices

- Project will utilize solar water heating
- Project will install Energy Star certified appliances throughout the project.
- Project will install low flow plumbing fixtures which conserve water
- Project will install energy efficient light fixtures in common areas
- Project will install air conditioning in each unit
- Project will install ceiling fans in each unit.
- Project will install a light colored cool roof in each building.
- Project will incorporate water-efficient landscaping.
- Project will use painted rated low or no Volatile Organic Compounds (VOC).
- Project will vent range hood to the outside

U Accessible units

Number of Accessible units	
Number of Adaptable units	

V Availability

Will all of the residential units be available to the general public? Yes No

If you answered no, please qualify which populations the units will be made available to

Funds will be used to keep current homeowners in their home. In the event of future sale of the unit, homeowner selection process will prioritize Lahaina residents whose primary residence was affected by fire. Preference will be given to long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2.96 090

6. SITE INFORMATION

A Current legal owner of property: _____

B Street Address (if applicable): _____

C. Provide the following documents as attachments/exhibits, if applicable:

- 1 Preliminary title report
- 2 Location map
- 3 Project site map

- 4. Flood insurance rate map
- 5. Professional Housing Report (Residential Building Acquisition)

D. Year Residential Building constructed (Residential Building Acquisition): _____

E. Total site land area: _____ sq. ft. _____ acres

F. Describe the physical characteristics of site (shape, terrain, foliage, structures, etc.) *Attach additional pages if needed*

We will work with fire-affected homeowners

G. If applicable, indicate if any of the following conditions apply to the infrastructure servicing the project site by checking the appropriate category:

Yes No N/A

- 1. Road access to site adequate
- 2. Sewer capacity adequate
- 3. Electrical service adequate
- 4. Water service adequate
- 5. Aquifer serving area adequate
- 6. Storm drainage adequate
- 7. Trash/garbage service adequate
- 8. Fire service adequate
- 9. Police service adequate

Distance to fire station _____ miles
 Distance to police station _____ miles

If any answer to the above questions is "No", on a separate attachment describe the deficiency, include the distance needed to bring the infrastructure to the project site and time to complete. Describe any actions being taken, or which must be taken to resolve any potential problems associated with any infrastructure deficiencies

To be determined, depending on specific parcels

H. Schools. For new construction projects having more than 50 non-elderly housing units, provide letters from the Department of Education that note:
 (a) The capacity of the school(s) servicing the area of the project; (b) Current enrollment, and
 (c) Whether the schools can accommodate the additional students generated by the project.

I Specify any off-site public improvements required for the project

[Empty box for off-site public improvements]

J Specify any special assessments or impact fees that are or may be required for the project.

[Empty box for special assessments or impact fees]

K. Land use requirements: Does the project already have the following applicable land use requirements necessary to carry out project proposed? Indicate by checking "Yes" or "No" for each item:

	Yes	No		Yes	No
State Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subdivision Ordinance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Zoning Ordinance	<input type="checkbox"/>	<input type="checkbox"/>

If any answer to any question is "No", identify on a separate attachment any actions taken toward obtaining the necessary changes. Estimate the time required for effecting these changes.

Does the project require a 201 H Variance? Yes No

If yes, has it been approved? Yes No

If no, when will it be approved? _____

L Site Control

- 1 Date of option agreement, purchase agreement, lease agreement, development agreement, land sales contract, or other enforceable agreement

Entered into on: ___/___/___ Terminates ___/___/___

2. Provide copy of site control agreement (i.e. option, purchase, lease, etc.)

3. If entity does not have site control, does entity have a valid commitment of site control? Yes No

4. If entity does not have site control or valid commitment of site control, when will site control be obtained?

5. Include appraisal, if available, or other information regarding property value.

M. Environmental Considerations. Indicate which of the following environmental concerns are applicable to your project by checking "Yes" or "No".

- | | Yes | No | NA |
|---|-----|----|----|
| 1. Project will affect a property designated as a historic site on the State or National Registers of Historic Places | | | |
| 2. Project site is located in 100-year flood zone. | | | |
| 3. Project site is located in a wetland. | | | |
| 4. Project will require a Shoreline Management Permit | | | |
| 5. Project will affect endangered species or their habitats | | | |
| 6. Project has manmade hazards or nuisances. | | | |

If any answer to the above questions is "Yes":

Have any of the permits or clearances related to the aforementioned environmental concerns been obtained? Yes No

If "No", identify on a separate attachment any actions taken toward obtaining an environmental clearance and the anticipated time to complete such actions.

Does the proposed project require an Environmental Assessment in accordance to Chapter 343, Hawaii Revised Statute? Yes No

If not required, provide explanation:

Is the Final Environmental Assessment for the proposed project complete (in accordance to Chapter 343, Hawaii Revised Statute)? Yes No

If yes, please submit one set of the completed State Final Environmental Assessment, Finding of No Significant Impact or Environmental Impact Statement.

If no, when will it be completed?

Does the proposed project require an Environmental Assessment in accordance to 24 CFR Part 58 (if federal funds are utilized)? Yes No

Is the Final Environmental Assessment for the proposed project complete (in accordance to 24 CFR Part 58)?

If yes, please submit a copy of the final Federal Environmental Assessment, Finding of No Significant Impact or Federal Environmental Impact Statement.

If no, when will it be completed?

If Affordable Housing Fund Program funds or federal funds are utilized for site acquisition, an All Appropriate Inquiry (AAI) and Phase 1 Site Assessment are required to be completed

Will Affordable Housing Fund funds or federal funds be utilized for site acquisition? Yes No

If yes, has it been completed? Yes No

If yes, attach a copy of the AAI and Phase 1 Site Assessment.

If no, when will it be completed?

Depending on parcels to be acquired, this may not be necessary, per emergency rebuild permitting process.

N Community support. (If available, include letters of support from community members, other organizations, government officials, and local elected officials)

O Does this project involve any relocation of existing tenants or homeowners?

Yes No

If yes, please describe any proposed relocation assistance

6. PROJECT SCHEDULE

Indicate the approximate dates for the following:

Milestones:	Date
Approval of Zoning Change, Community Plan Amendment, District Boundary Amendment or 201 (H) Variances	NA
Projected Building Permit Date:	To be determined, pending
Closing of Construction Financing:	homeowner schedule and capacity
Construction Start Date:	for contractors, keeping in mind that
Construction Completion Date:	demand for labor and materials
Projected Occupancy Permit Date:	is still in flux.
Placed in service date ¹ :	
Achievement of initial occupancy for 100% of the units	

¹ If project consists of multiple buildings or phases, please list the projected date of the first building to be placed in service and the last building to be placed in service.

7. SOURCES OF FUNDS

A Identify all potential sources of financing for the proposed project/program in this section and in Attachment "A" - Uses and Sources Budget

	Funds Committed	Funds Tentative	Total Funds
1. Grants			
Affordable Housing Fund	\$ 3,500,000	\$	\$
HTF	\$	\$	\$
HOME	\$	\$	\$
CDBG	\$	\$	\$
EDI-SP	\$	\$	\$
Value of equity in property contributed	\$	\$	\$
Cash contribution from private source, other than applicant	\$	\$	\$
Permit or Fee Waiver(s)	\$	\$	\$
Other _____	\$	\$	\$
Other _____	\$	\$	\$
2. Loans			
Affordable Housing Fund	\$	\$	\$
HTF	\$	\$	\$
Local Government Loans	\$	\$	\$
Slate Loans	\$	\$	\$
HOME Loans	\$	\$	\$
Other Federal Loans	\$	\$	\$
Private Loans	\$	\$	\$
Other Financing	\$	\$	\$
3. Applicant cash contribution (other than land)	\$	\$	\$
4. Private Foundations			
(Specify: _____)	\$	\$	\$
(Specify: _____)	\$	\$	\$
5. Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Other (Specify: _____)	\$	\$	\$
Total Project Funds	\$ 3,500,000	\$	\$

- B. Explain how all of the Affordable Housing Fund Program funds allocated for this project/program will be expended within 24 months of commitment (execution of grant agreement) of program funds? Attach additional pages if needed

LCLT intends to expend all allocated affordable housing funds as soon as possible. We know there are 50+ households that have submitted financial information to HCL (and are ready to take action). we plan to get started right away

The ability to execute and expend funds within 24 months will be dependent on contractor and material availability. However, given community engagement and support, we are confident we'll be able to execute

We estimate \$300-\$500k in administrative expenses to qualify applicants, work with insurance companies, work with mortgage lenders, coordinate with general contractors, and generate education materials for use by LCLT and their partner organization's staff

- C Describe fund sources unsuccessfully attempted Attach additional pages if needed

[Empty response box for question C]

- D Provide Attachment "A" - Uses and Sources Budget. Use the format provided (or another comparable format prepared by your organization for your proposed project) Provide name of individual or company who prepared budget.

Provide Attachment "B" - Operating Pro Forma budget (rental projects only) Use the format provided (or another comparable format prepared by your organization for your proposed project). Provide name of individual or company who prepared budget

8. NARRATIVES

A ANTICIPATED RESULTS

Describe the results you expect to achieve Explain how the proposed activities are directly related to the priority housing need described and what anticipated direct and indirect results of the project will be Include information on the length of commitment to the original target population, the continued affordability of the assisted housing in terms of monthly rent, and other program results that help illustrate the overall benefit of the project.
(Attach additional pages if needed)

Our primary goal with this program is to keep full-time Lahaina home-owners on their land and in a safe, quality home

In exchange for the community's investment, the home will be permanently protected and affordable for full-time Lahaina residents. Forever

We expect the direct result of this program is that 8-12 fire-affected families are able to move back onto their land and stay in Lahaina. Given the on-going diaspora and displacement of moderate-income households in Lahaina, this will have a significant impact

If/when the homeowner decides to sell, their maximum resale value will be capped at an annual fixed rate that reflects area wage increase and that keeps the home affordable to the next buyer. That process will continue in perpetuity

Lahaina Community Land Trust will enter into partnerships on major capital improvements or upkeep projects over time so that the home retains value for future generations

B. LEVERAGING

Provide a description of all efforts to leverage or match funding from non-County sources for the subject project. Also, describe all non-County sources that will assist with project or program implementation and management. Identify whether commitments are firm or tentative and under what circumstances tentative commitments will become actualized. **Please attach commitment/reservation letters of other project/program funding sources that are in place.** Briefly describe the general terms and conditions of other resources and give their expiration date(s). For non-cash contributions, detail how dollar amounts were calculated (Attach additional pages if needed.)

Operations and program implementation costs have been funded in full through 2026, through grants from Weinberg Foundation, Center for Disaster Philanthropy and the Nuestro Futuro Foundation

LCLT has established a partnership with Hawaii Community Lending, who will income qualify, evaluate home-buyer readiness, and connect potential home buyers with resources that are specific to Lahaina fire-survivors, making a purchase of a LCLT home possible.

LCLT's relationship with Maui Construction Industry Coalition will allow us to construct homes using local labor and economies of scale, and to share information about the challenges of construction in post-fire Lahaina as it relates to labor, materials, permitting, timelines, etc.

LCLT has developed strong partnerships with the Lahaina community, enabling us to gather community support for our bold vision to use the community owned real-estate model to build an inventory of permanently protected and affordable homes in Lahaina. Partners include but are not limited to: Kaibigan NG Lahaina, Lahaina Strong, N. Kupuna O Lahaina.

C PROGRAM DESIGN

Describe the proposed project activities. Describe how the housing units and/or services proposed will be developed and marketed to eligible participants and what kind of screening procedure, if any, will be used. Outline the relationship of this proposal to established local housing and community development plans and strategies. For special needs housing projects, describe in detail the services that will be provided or coordinated for the property's residents. Describe any known opposition to this proposal. Give enough detail to clearly illustrate all activities associated with the proposed project or program. (Attach additional pages if needed.)

LCLT is working with Hawaii Community Lending (HCL) to qualify applicants and document their specific financial situation. Once HCL has determined the specific details of the Gap, HCL will hand off the homeowner to LCLT, where we will work together to identify a General Contractor and a replacement home design. LCLT will facilitate the entitlements and permitting process with help from the LCLT program manager.

Each participants' grant-supported rebuild project will begin using a construction loan and insurance proceeds. When participants' loan and insurance proceeds have been exhausted, LCLT will step in and provide the final draw payments to get the project to completion.

LCLT will show proof of funds at the outset of the project (up to the \$300k grant amount). LCLT has an internal line of credit to accomplish this.

Once the draws from LCLT are complete, we would expect County of Maui to reimburse LCLT for the gap funding (up to \$300k). Reimbursement by check is suitable, by procedure to be outlined in grant agreement.

Prior to the final draw and to Final Occupancy approval, LCLT will file a Deed Restriction on the parcel, restricting resale and requiring full-time occupancy.

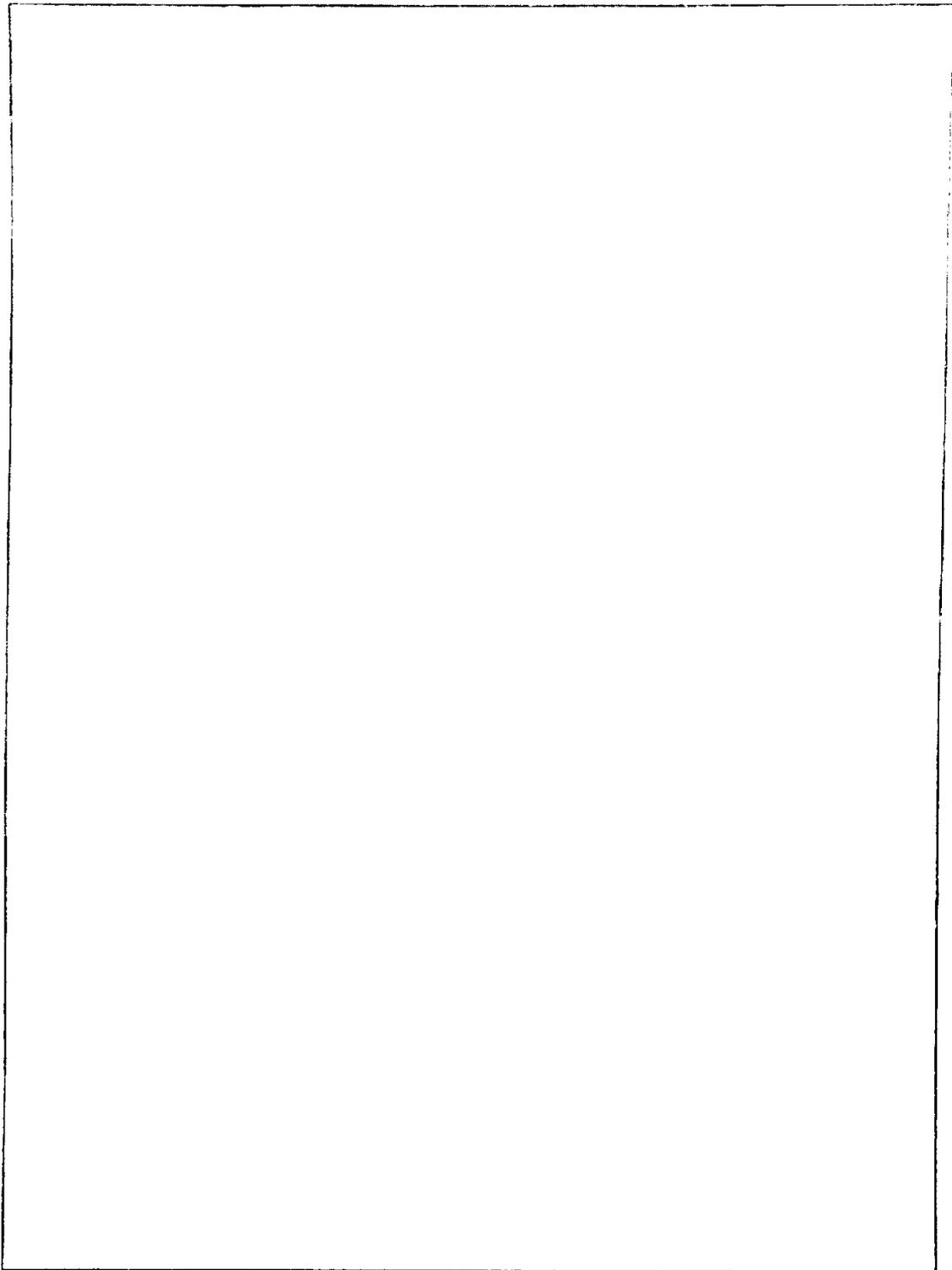
LCLT has developed an in-house stewardship program. LCLT will conduct annual check-ins with all LCLT tenants and homeowners, which will include verification of necessary insurance coverage, RPT payment, owner occupancy, etc.

When and if the homeowner decides to sell, the Deed Restriction document will require that LCLT retain the right of first opportunity to purchase the home at the resale restricted price. At this point LCLT will bring the land into trust, and sell the improvements to a qualified buyer.

Marketing for-sale units will be done in various ways; to Hawaii Community Lending clients, on social media from LCLT and our strong West Maui networks, through all available County of Maui outlets, and by press release.

LCLT has established a partnership with Hawaii Community Lending, who will income qualify, evaluate home-buyer readiness, and connect potential home buyers with resources that are specific to Lahaina fire-survivors, making a purchase of a LCLT home possible.

Homeowner selection process will prioritize Lahaina residents whose primary residence was affected by fire. Preference will be given to long term residents of the West Maui Community Plan area, as allowed by law, using a similar process as outlined in Maui County Code 2-96-090.



9. APPLICANT EXPERIENCE

A. Provide name, address, contact person and phone number of the organization who will develop, manage, coordinate and implement the proposed project

Organization Name Lahaina Community Land Trust

Address 117 Pualu Pl. Lahaina, HI 96761

Contact Person Autumn Ness

Phone Number (808) 250 - 4200

B. Describe your capacity to carry out the proposed project. Submit relevant documents (i.e. applicable licenses to operate project, permits, etc.)

Lahaina Community Land Trust will be the organization to manage and implement the project through completion. LCLT will not be the organization to construct the homes. We are working closely with Maui Construction Industry Coalition, and other local professionals

We are unable to commit to which contractor we will be using at the time of construction because of the many variables we are all working with. Once parcels are secured and reasonable timelines for construction are established, we will decide which contractors will complete construction on participating parcels

C. Describe the qualifications and experience of your organization and individual(s) who will manage the development of the project and manage the rental housing project. Submit detailed description of experience and ability to implement project.

Autumn Ness, LCLT Director: Has decades of experience organizing community and building complex solutions to long-standing community issues. She moved to Maui from Japan after the tsunami and nuclear meltdown. Her town was the epicenter of the Japan earthquake and tsunami, and she worked with Architecture for Humanity on re-build projects along the coast, giving her in-depth experience about land and development issues post-disaster. She has worked on affordable and anti-displacement housing policy for about a decade on Maui, as a legislative analyst for two Council members. She is also a co-founder of Maui Hub, a logistics, marketing and sales support organization for small farmers and ranchers that was born out of the COVID era. She has a knack for leveraging resources and community to turn short term crisis response into long term system change.

Carolyn Auwelo, LCLT Chief Operations Officer: Lahaina-native, who relocated to Big Island because of the cost of living in Lahaina and worked for 22 years with the USDA as the state grazing specialist. Specifically, using easements and advocacy to protect important rangelands. The fire brought Carolyn home to Lahaina to put her experience in working with large, complex land-protection projects, in collaboration with the federal government, to use.

Julie Brunner, Consultant: Julie is the Housing Manager for Opal Community Land Trust, and has decades of experience in establishing CLTs and providing guidance and capacity in developing programs, approaches, and processes that scale. She has worked across the country and in other post disaster communities, including Houston and Bilouxi. She teaches various CLT classes at Grounded Solutions Network and was on the development team for Homekeeper, a Salesforce-compatible data management system specifically for Community Land Trusts.

Simon Windell, Consultant: Simon is the Chief Operating Officer at the Methow Housing Trust, which was formed as a spin off of the Long Term Recovery Group after the Methow Valley Mega-fire. He specializes in sustainable finance models in the housing trust space.

Ka'i Niles- Lahaina-born real estate agent with a background in home inspection, homeowner education and logistics.

LCLT Board of Directors is made up of:

Mikey Burke: West Maui Community Liaison for HECO, and a fire survivor.

Kapali Keahi: Musician and long-time advocate for wai in West Maui.

Kaipo Kekona: President of Hawaii State Farmers Union and Chair of the Long Term Recovery Group. Our relationship with LTRG enables us to share needs and understand what construction-related labor, materials and timing issues we will need to deal with as we start constructing homes.

D. Submit resumes of key personnel involved in the development, implementation and/or management of the rental housing project.

E. Describe past experience relevant to the proposed housing project

- 1 Complete the following information for all government (federal, state or county) funded project(s) Attach additional pages for each project, if needed

- a. Name of Project _____
b. Project Address _____
c. Date project started _____ Date completed _____
d. Total grant/loan amount _____ Source _____
e. Provide a brief description of project _____

- 2 Describe any problems encountered in carrying out project.

- 3 Describe any amendments to the original proposal subsequent to receipt of government (federal, state or county) funding:

4. Any differences between the anticipated and actual accomplishments of the project (if, for example, a different number of housing units were built, etc.)

5. If the project is not yet complete, indicate why:

F Legal Status of Applicant (check as applicable)

- 1 Corporation Non-profit or For-profit
Partnership General or Limited

Joint Venture (explain)

Note: If the proposal is submitted by a partnership or joint venture, composed of two or more individual firms, then each member firm must submit all information listed on this form and in addition answer the following.

- (a) Members of Joint Venture
- (b) Date of Joint Venture Agreement
- (c) State of Registration
- (d) Does the agreement between members comprising joint venture make them jointly and severally liable? If not, state terms of agreement in this regard
- (e) Certified copy of Partnership Agreement

2. The Offeror, if a corporation, was organized on _____ under the laws of the State of _____ (Attach certified copy of Articles of Incorporation and Bylaws, or Certified copy of Partnership Agreement. Non-profit corporations are to attach a copy of the IRS tax-exempt determination).

3. Have you ever failed to complete any work awarded to you? No If yes, when, where and why?

4. Has any officer or partner of your organization in the past five (5) years been involved with of some other organization that defaulted on a federally funded contract? No . If yes, state name of individual, name of owner and reason therefore?

5. Has any officer or partner of your organization in the past five (5) years been involved with some other organization declared ineligible to participate in any governmental assisted contract? Yes No

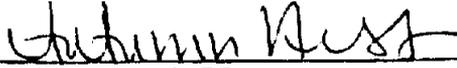
If "Yes", please explain:

6. Has any officer or partner of your organization ever filed a petition of voluntary bankruptcy?
 Yes No
7. Has there ever been filed a petition or involuntary bankruptcy against your organization, or any officer or partner of the organization? Yes No
8. Has the organization, or any officer or partner ever made an assignment of assets for the benefit of creditors? Yes No
9. Are there any unsatisfied judgments outstanding against the organization, or any director or partner of the organization? Yes No
10. Has the organization been a party to any litigation within the last 5 years?
 Yes No

If "yes" was answered to any question 6 through 10, give a full explanation:
Attach additional pages if needed

CERTIFICATION OF AUTHORIZED OFFICIAL

To the best of my knowledge and belief, data, attachments and exhibits in this application are true and correct. The documents have been duly authorized by the governing body of the entity and the entity will comply with all of the federal, state and county rules and regulations if Affordable Housing Fund Program funds are awarded.

	Director
_____	_____
SIGNATURE	TITLE
Autumn Ness	August 27, 2024
_____	_____
PRINTED NAME	DATE

ATTACHMENT "A" - USES AND SOURCES BUDGET

<u>USE OF FUNDS</u>	<u>ACTUAL COST</u>	<u>AFFORDABLE HOUSING FUND SOURCE</u>	<u>OTHER SOURCE</u>	<u>NAME OF OTHER SOURCE</u>
1 ACQUISITION				
1 1 LAND				
1 2 EXISTING STRUCTURES				
1 3 OTHER				
2 PREDEVELOPMENT				
2 1 ARCHITECT FEE DESIGN				
2 2 ARCHITECT FEE SUPERVISE				
2 3 ENGINEERING FEES				
2 4 COST ESTIMATES				
2 5 OTHER				
3 SITE WORK				
3 1 DEMOLITION				
3 2 SITE CLEARANCE				
4. CONSTRUCTION/REHAB				
4 1 OFF-SITE INFRASTRUCTURE				
4 2 ON-SITE IMPROVEMENT				
4 3 NEW BUILDING	\$3M-\$3.3M	\$3M-\$3.3M		
4 4 REHABILITATION				
5. DEVELOPER'S FEES	\$200k-\$500k	\$200k-\$500k		
6. OTHER RELATED COSTS				
6 1 BLDG PERMIT FEES				
6 2 APPRAISAL				
6 3 GEOTECHNICAL				
6 4 ENV. CONSULTANT				
6 5 RECORDATION FEES				
6 6 ATTORNEY'S FEES				
6 7 IMPACT FEES				
6 8 PROJECT AUDIT				
6 9 OTHER				
7. INTERIM COSTS				
7 1 CONST INSURANCE				
7 2 CONST INTEREST				
7 3 CONST LOAN ORIG FEE				

**8. PERMANENT FINANCING
FEES**

8.1 CREDIT REPORT	_____	_____	_____
8.2 PERM LOAN ORIG FEE	_____	_____	_____
8.3 TITLE & RECORDING	_____	_____	_____

9. TENANT RELOCATION

10. PROJECT RESERVES

10.1 LEASE-UP RESERVE	_____	_____	_____
10.2 OPERATING RESERVE	_____	_____	_____

11. PROJECT ADMIN/MGT.

11.1 AFFIRMATIVE MKT	_____	_____	_____
11.2 MANAGEMENT	_____	_____	_____
11.3 TAXES	_____	_____	_____
11.4 INSURANCE	_____	_____	_____

12. TOTAL USES
(DEVELOPMENT)

\$ _____

13. TOTAL SOURCES

\$ 3,500,000 \$ 3,500,000

14. DIFFERENCE

\$ _____

High Level Flowchart of LCLT Insurance Gap Program



Resolution

No. 25-70

APPROVING EXCEPTIONS FROM THE CONDITIONS OF
SECTION 3.35.070, MAUI COUNTY CODE,
FOR A GRANT TO THE LAHAINA COMMUNITY LAND TRUST

WHEREAS, on June 5, 2024, the Maui County Council adopted Ordinance No. 5657, Bill No. 60, CD1, FD1 (2024), appropriating up to \$3,500,000.00 of Affordable Housing Funds to the Lahaina Community Land Trust ("LCLT") to disburse homeowner grants up to \$300,000 to qualified applicants for gap financing between the homeowner's insurance and the cost to rebuild the owner occupied home destroyed in the August 2023 Lahaina wildfires (the "Project"); and

WHEREAS, the Project requires recorded deed restrictions to ensure the properties are owner-occupied and will remain affordable in perpetuity; and

WHEREAS, the LCLT also will retain a right of first opportunity to acquire and include the properties in LCLT's ground lease program, and such properties will then be made available for purchase by qualified applicants; and

WHEREAS, in accordance with section 3.35.070, Maui County Code ("MCC"), a grant or loan agreement for the distribution of Affordable Housing Funds must contain certain conditions and restrictions, unless otherwise approved by the Council by Resolution; and

WHEREAS, because the Project consists of disbursing funds to individual homeowners, LCLT is unable to comply with certain requirements of section 3.35.070, MCC; and

WHEREAS, LCLT is requesting an exception from section 3.35.070(A)(1), MCC, requiring that, "[t]itle to any real property must be held in perpetuity by the grantee or borrower unless conveyed to the County or to a qualified nonprofit or community land trust[.]" to the extent necessary to allow homeowners to maintain title to their real property; and

WHEREAS, LCLT is requesting an exception from section 3.35.070(A)(5), MCC, requiring that, "the grantee or borrower must not distribute or redistribute

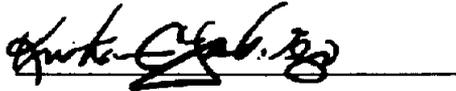
grant or loan funds to other organizations" so that LCLT is able to distribute or redistribute grant funds to individual homeowners.

WHEREAS, in accordance with section 4-1 of the Revised Charter of the County of Maui (1983), as amended, the Council is authorized to act by resolution; now, therefore,

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

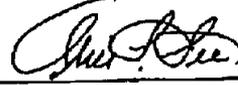
1. Lahaina Community Land Trust is granted exceptions to the requirements of sections 3.35.070(A)(1) and (A)(5), MCC, to the extent necessary to allow homeowners to maintain title to their real property and to distribute or redistribute grant funds to individual homeowners.
2. The Mayor or his designee are authorized to execute any documents and take all necessary actions to effectuate the intent of this Resolution.
3. That certified copies of this resolution must be transmitted to the Finance Director, the Director of Housing, and Lahaina Community Land Trust.

APPROVED AS TO FORM AND LEGALITY:



KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
County of Maui
LF 2025-0125
2025-01-28 Reso exceptions 3.35 070, MCC

INTRODUCED BY:



ALICE L. LEE

Upon the request of the Mayor.

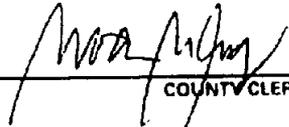
COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

CERTIFICATION OF ADOPTION

It is HEREBY CERTIFIED that RESOLUTION NO. 25-70 was adopted by the Council of the County of Maui, State of Hawaii, on the 21st day of February, 2025, by the following vote:

MEMBERS	Alice L LEE Chair	Yuh Lei K SUGIMURA Vice Chair	Tom COOK	Natalie A KAMA	Gabriel L JOHNSON	Tamara A M PALTIN	Keani N W RAWLINS FERNANDEZ	Shane M SINENCI	Nohelani U'U-HODGINS
ROLL CALL	Aye	Aye	Aye	Aye	Excused	Aye	Aye	Aye	Aye


COUNTY CLERK

BFED Committee

From: Estrelita B. Dahilig <Estrelita.B.Dahilig@co.maui.hi.us>
Sent: Tuesday, January 27, 2026 4:22 PM
To: BFED Committee; Richard E. Mitchell; Saumalu Mataafa; Amanda M. Martin; Cassiopia L. Yamashita
Cc: Josiah K. Nishita; Erin A. Wade; Cynthia E. Sasada; Didi A. Hamai; Kelii P. Nahooikaika; Lesley J. Milner; Marcy L. Martin; John R. Smith
Subject: TRANSMITTAL: BILL 4 (2026), Amending Fiscal Year 2026 Budget: Grant to Lahaina Community Land Trust (BFED-20(24))
Attachments: MT#11368.BFED.Chair.Sugimura.Yuki.pdf; MT#11368.BFED.Chair.Sugimura- Bill 4 (Attachment 3).pdf; MT#11368.Chair.Sugimura.BFED-Lahaina Community Land Trust Bill 4 (Attachment 2).pdf; MT#11368 Chair.BFED-Lahaina Community Land Trust Bill 4 (Attachment 1) (002).pdf

Aloha,

Please see attached transmittal dated January 23, 2026 including attachments, from Housing Department Director, Richard E. Mitchell, ESQ, regarding the above subject matter.
Thank you and have a great day!

Mahalo,
Lita



Lita B. Dahilig

Secretary

County of Maui
Office of the Mayor
808-270-7855
estrelita.b.dahilig@co.maui.hi.us