

RICHARD T. BISSEN, JR.
Mayor

JOSIAH K. NISHITA
Managing Director

ERIN A. WADE
Deputy Managing Director



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

March 12, 2026

Honorable Richard T. Bissen, Jr.
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Richard T. Bissen, Jr. 3-12-26
Mayor Date

For Transmittal to:

Honorable Yuki Lei Sugimura, Chair
Budget, Finance and Economic Development Committee
County of Maui
Wailuku, Hawaii 96793

Dear Chair Sugimura:

SUBJECT: DISCUSSION ON BILL 29 (2026), AMENDING FISCAL YEAR 2026 BUDGET: DEPARTMENT OF MANAGEMENT OFFICE OF RECOVERY PROGRAM, CONDITIONAL LANGUAGE FOR NATIVE HAWAIIAN EDUCATION ASSOCIATION AND IMUA FAMILY SERVICES (BFED-20(27))

Thank you for your March 5, 2026, letter. Please see responses below in *italicized blue*.

1. Confirm whether the Office has any unfunded or partially funded Upcountry Maui recovery needs. If yes, for each need, please provide the estimated cost, the planned funding source, and the expected timeline. Further, explain why Imua Family Services' funding was prioritized over those needs.

We are very pleased to share that on March 10, 2026, the Office of Recovery (OOR) issued its first-ever first-time homebuyer award letter to an Upcountry Maui resident.

Also on March 10, 2026, the County of Maui & Maui Public Art Corps Announced a \$1.5M request for quotes for "Intergenerational Playscapes; Call for Multidisciplinary Design Teams."

The project utilizes a "Design and Venue Matching" model, allowing a community panel to pair selected finalists with specific park locations in Wailuku, Lahaina and Upcountry based on their conceptual approach and technical expertise. Rather than procuring standard playground equipment, commissioned teams will translate archived Hui Mo'olelo recordings into "playscapes" designed for simultaneous use by keiki, adults and elders. These installations prioritize imaginative, open-ended play and universal access, creating durable civic spaces that reflect the specific cultural narratives of Maui County. As an optional element of the design, the project offers an opportunity to integrate salvaged timber and stumps recovered from the 2023 wildfires in Lahaina and Kula, providing a functional second life for these materials while honoring the history of the landscape.

The Administration intends to use Management/OOR appropriations to fund the Playscapes project.

OOR is also in the process of initiating two significant projects that focus on the Upcountry fire-affected areas outlined in the December 2024 Lahaina Long-Term Recovery Plan.

The first project, Revegetating and Reforesting Lahaina and Kula, focuses on replanting with native and canoe species as well as agroforestry species to promote the health and well-being of the environment & community, reduce erosion hazard, replace fire-prone species supporting a robust and productive environment. It includes coordination with and support of businesses and organizations necessary to fulfill these goals through sustained partnerships and management.

The second project, Wai and Watershed Planning, focuses on holistic planning of mauka to makai watershed health and restoration to improve flood control, fire mitigation, promotion of native species, restoration of stream flows, and the establishment of agroforestry.

Due to the similarities in participating stakeholder groups and project goals, these two projects will be undertaken as combined initiatives, one occurring completely within the Upcountry area and one occurring completely within the Lahaina area.

OOR has set aside "B account" (operations expense) funding for these revegetation and reforestation projects, to be encumbered before June 30, 2026, and with work to begin shortly thereafter. We do not anticipate requiring additional funding for these projects. In addition, to promote competitive procurement, we are not including estimated costs in this response.

2. Relating to the Ke Ola Hou Community Resiliency Center site and related activities:

- a. Provide the total amount appropriated and expended for the project, including all funding sources.

In fiscal year 2025, \$1,400,000 was appropriated in OOR's budget. \$1,260,000 has been paid. The remaining \$140,000 is retainage which will be paid upon project completion and the grantee's filing of all required documentation.

3. Please provide a list of all procurements, contracts, and subcontracts from project start to present. For each item, please include:

- a. Procurement method and the solicitation number or exemption authority used.

Ke Ola Hou obtained three (3) bids for the construction contract.

- b. Contractor name.

The contractor selected was Chris Lallo Construction, LLC.

- c. Subcontractor names, if any.

- d. Brief scope of work.

Final permits, insulation, door hardware, drywall, flooring, paint, drywell for AC's, electrical, and bathrooms.

- e. Award amount and current total amount, including any amendments or change orders.

\$567,083.62

- f. Identify any actual or potential conflicts of interest for the items, including any County employee or immediate family relationship, or any business ownership or employment relationship tied to a contractor or subcontractor. If any, please summarize the facts, the conflict review steps taken, and the outcome.

Ke Ola Hou's Board of Directors reviewed all proposals and selected Chris Lallo Construction, LLC. Ke Ola Hou acknowledged that it is publicly known that Mr. Chris Lallo is married to Mayor Bissen's Chief of Staff. Addressing perceived conflict concerns, the Board ensured the following:

- *No County official participated in the contractor selection process.*
- *No elected official influenced the procurement decision.*
- *The selection was made solely by the Ke Ola Hou Board of Directors.*
- *The award was based on objective criteria and lowest responsible bid among comparable proposals.*

4. Provide copies of all contracts and lease documents relating to the site and related activities. Include all amendments, renewal options, and any written commitments regarding continued use of the site.

Please see attached Exhibit I.

5. Confirm who will own the improvements at the end of the lease term. Please also describe how the site will be used after renovation, including any restrictions on use, reversion terms, or obligations to remove improvements.

The lessor will own the improvements at the end of the lease term. After renovation, the site will be used to provide behavioral health services, resiliency programming, coordinated care, and community-based support.

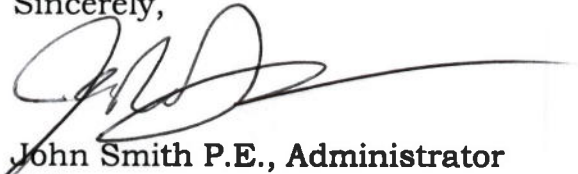
Chair Yuki Lei K. Sugimura

March 12, 2026

Page 5

If you have any questions, please get in touch with me at ext. 7445 or Deputy Managing Director Erin Wade at ext. 6258.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Smith', with a long horizontal flourish extending to the right.

John Smith P.E., Administrator
Office of Recovery

cc: Mayor Richard T. Bissen, Jr.
Managing Director
Budget Director
Deputy Managing Director

General Contract for Services

This Contract for Services ("Contract") is made effective as of October 16, 2025 ("Effective Date") by and between Ke Ola Hou - The Lahaina Resiliency Center, Inc ("Recipient") of 2530 Kekaa Drive, Lahaina, Hawaii 96761, and Chris Lallo Contruction, LLC ("Provider") of 25 S. Honokala Road, Haiku, Hawaii 96708.

1. Description of Services. Beginning on the Effective Date, the Provider will provide to the Recipient the following services (collectively, "Services"):

General Contracting of Project Plans and Schedule of Values (SOV). See attached for marked up plans and SOV.

Note: "AFTER-THE-FACT" plans received by Hawaii Off-Grid on 9/17/25 via email PDF file "stamped 2025.05.08 LRC_PERMIT SET_revision 1_v6(1)_v1"

2. Payment. Payment shall be made to the Provider according to the following schedule:

Event: SOV Pay Applications billed via progress billings. Note: Excludes Scope Creep/Change Orders, etc. Extra work will be calculated upon approval of additional costs.

Payment Amount:

1. Total this contract (excluding Change Orders) \$467,083.62 with 33% Deposit prior to start date. Deposit Total \$154,134.59.
2. Balance to be paid via Progress Billing(s). Progress Billings to be submitted monthly (as applicable).
3. Payment due upon receipt.

In addition to any other right or remedy provided by law, if the Recipient fails to pay for the Services when due and such failure continues for thirty (30) days after delivery of written notice, the Provider has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

3. Term. This Contract will terminate automatically upon completion of the Project (including completion of all punchlist items and receipt of unconditional lien waivers from all contractors), and completion by the Provider of the Services required by this Contract, provided, either party may terminate this Contract at any time upon thirty (30) days' prior written notice.

4. Confidentiality. The Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Provider or divulge, disclose, or communicate in any manner any information that is proprietary to the Recipient. The Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by the Recipient of these confidentiality obligations which allows the Provider to disclose the Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5. Default. The occurrence of any of the following shall constitute a material default under this Contract:

	(a)	The failure to make a required payment within thirty (30) days of when due.

	(b)	The insolvency or bankruptcy of either party.

	(c)	The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.

	(d)	The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. Remedies. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. Force Majeure. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable to carry out its obligations and gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.

8. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

9. Entire Agreement. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. Severability. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

12. Governing Law. This Contract shall be construed in accordance with the laws of Hawaii.

13. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. Attorney's Fees and Collection Costs. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

16. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. Assignment. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

The Recipient:

Ke Ola Hou - The Lahaina Resiliency Center, Inc
Gerrard Livaudais, MD., President.

Signature: 
Gerrard Livaudais (Oct 28, 2025 06:41:48 HST)

By: Email: jerry@keolahou.org

Date: 28/10/25

The Provider:

Chris Lallo Construction, LLC.

Signature: 
Christopher Lallo (Oct 28, 2025 13:10:31 CDT)

By: Email: claloc@gmail.com

Date: 28/10/25

Chris Lallo

PROJECT:

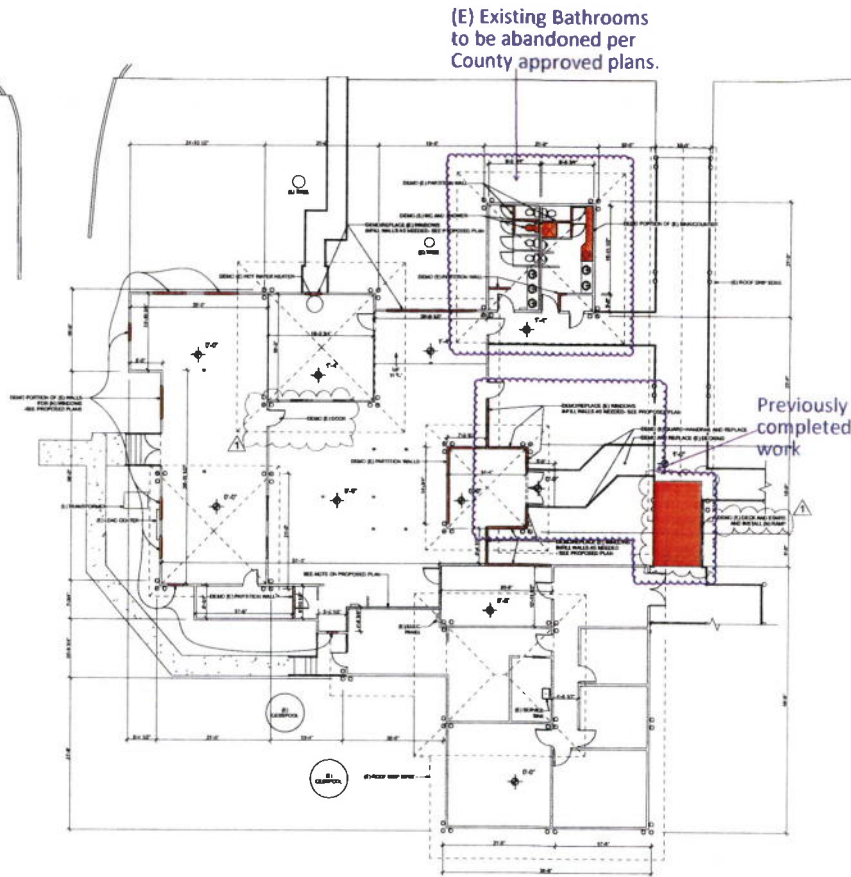
Ke Oia Hou - The Lahaina Resiliency Center, Inc.

B	C
Description of Work	Scheduled Value (New Contract via Chris Lallo Construction, LLC)
General Requirements	\$ 24,724.23
Final Permits (Hawaii Off-Grid/Final Drafting Fees)	\$ 14,724.23
Rubbish	\$ 5,000.00
Final Cleaning	\$ 3,500.00
Fire Extinguishers	\$ 1,500.00
Thermal and Moisture Protection	\$ 8,890.90
Insulation	\$ 8,890.90
Doors & Windows	\$ 600.00
Door Hardware	\$ 600.00
Finishes	\$ 79,019.81
Drywall	\$ 38,058.68
Flooring	\$ 23,886.93
Paint	\$ 17,074.20
Mechanical	\$ 2,500.00
Drywell for AC's (Note: per plans x 10 each)	\$ 2,500.00
Electrical	\$ 42,334.74
Electrical	\$ 24,678.24
Electrical - Supply Fan Power	\$ 17,656.50
Subtotal	\$ 158,069.68
ICC Management Fee (10% + GET)	\$ 16,551.79
General Contractor Fee	\$ 250,000.00
Subtotal + Management Fee + General Contractor Fee	\$ 424,621.47
Contingency (10%)	\$ 42,462.15
Total New Contract per Plans	\$ 467,083.62
CO Allowance - Bathrooms	\$ 100,000.00
Total New Contract per Plans + CO	\$ 567,083.62

10/16/2025

LEGEND	
	DEMOLISH
	NEW
	EXISTING

All Framing, Demo and Windows are excluded from scope of work. (E) Existing Framing and Windows appear to be in good standing.



EXISTING/DEMO PLAN
SCALE: 1/8" = 1'-0"



COUNTY STAMP

HAWAII OFF-GRID architecture & engineering

1000 Kalia Road, Suite 1000
Honolulu, HI 96813
Phone: (808) 943-1111
Fax: (808) 943-1112

Professional Engineer
State of Hawaii
No. 10000
Expiration: 4/30/22

**LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT**
2630 KEKA'A DR. LAHAINA
TMK: (2) 4-4-008-020-0000

PROJECT NAME	LAHAINA RESILIENCY CENTER
ISSUED BY	ARCHITECT
DATE	08/2021
DESIGNED BY	ARCHITECT
REVISIONS	1
DATE	

EXISTING/DEMO PLAN
PAGE 1 OF 1
A200

NOTE:
 1. ALL FIRE EXTINGUISHERS (UNDER 40LB) MUST BE WALL MOUNTED MIN. 6'-4" AND MAX. 6'-0" ABOVE THE FINISHED FLOOR PER NFPA 10-6.3.1.8

LEGEND

	DEMOLISH
	NEW
	EXISTING

NOTE: NO ADDITIONAL INTERIOR SQ FOOTAGE

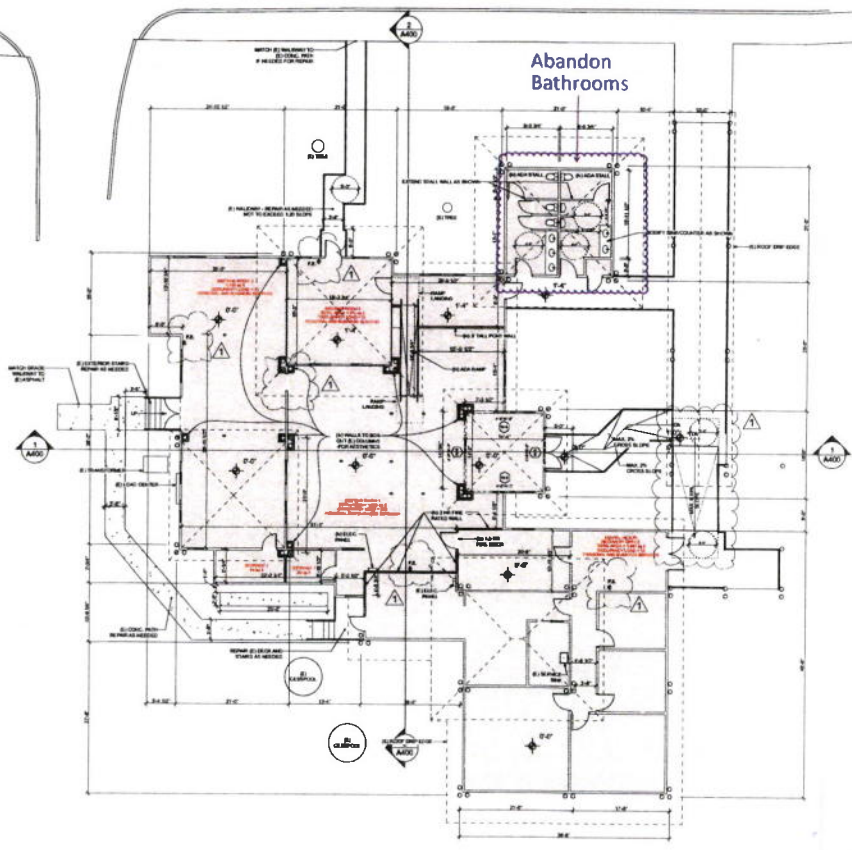
2 HR RATED FIRE BARRIER WALL ASSEMBLY

DESIGN NO.	UL LIST
1	UL 149
2	UL 149
3	UL 149
4	UL 149
5	UL 149
6	UL 149

ASSEMBLY REQUIREMENTS:

1. ALL FRAMING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING CODE AND THE UL LISTING.
2. THE FRAMING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING CODE AND THE UL LISTING.
3. THE FRAMING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING CODE AND THE UL LISTING.
4. THE FRAMING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING CODE AND THE UL LISTING.
5. THE FRAMING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING CODE AND THE UL LISTING.
6. THE FRAMING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING CODE AND THE UL LISTING.

All Framing is (E) Existing



PROPOSED FLOOR PLAN
 SCALE: 1/8" = 1'-0"

COUNTY STAMP

HOG
HAWAII
 OFF-GRID
 architecture
 & engineering

1000 KANOA RD #111
 KANOA, HI 96761

EXPIRATION: 4/30/28

LAHAINA RESILIENCY CENTER
 TENANT IMPROVEMENT
 2530 KEKA'A DR. LAHAINA
 TMM: (2) 4-4-008-020-0000

PROJECT NO.	1000000000
DATE	08/20/24
DESIGNED BY	10
PERIODIC	1
NO. SHEETS	1

FIRST FLOOR PLAN

DWG NO. **A201**

NOTE:
1. ALL FIRE EXTINGUISHERS (UNDER 40LB) MUST BE WALL MOUNTED MIN. 6'-4" AND MAX. 5'-0" ABOVE THE FINISHED FLOOR PER NFPA 10-6.3.1.8

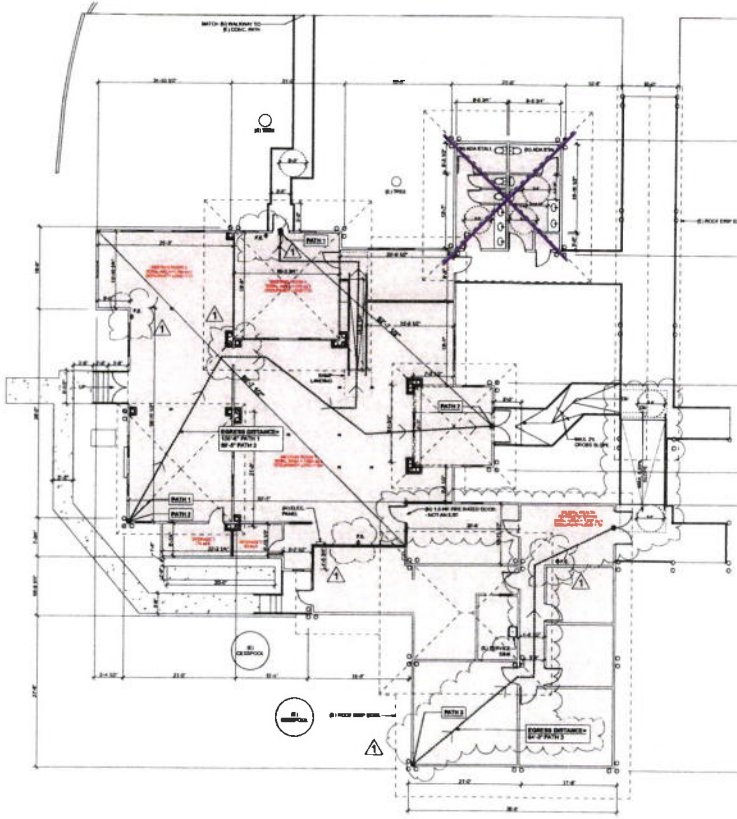
OCCUPANCY CALCULATION

A OCCUPANCY	16 SQ. FT. PER OCCUPANT
MEETING ROOM 1	1,386 SQ FT / 87 = 158
MEETING ROOM 2	1,456 SQ FT / 91 = 160
MEETING ROOM 3	872 SQ FT / 55 = 158
TOTAL	468 OCCUPANTS

B OCCUPANCY	100 SQ. FT. PER OCCUPANT
MENTAL HEALTH RECOVERY OFFICE	1,000 SQ FT / 100 = 10
TOTAL	478 OCCUPANTS

EGRESS DISTANCES
(PER IBC 10102 EXIT TRAVEL DISTANCE)

OCCUPANCY	WITHOUT SPERULATED PATH	WITH DISTANCE
A	200	150'-0"
B	200	80'-0"



LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"

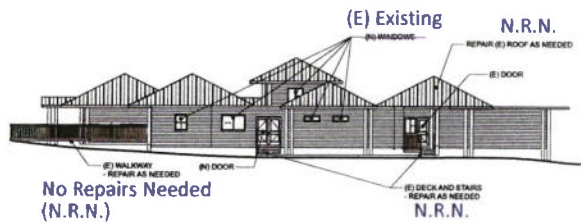


COUNTY STAMP

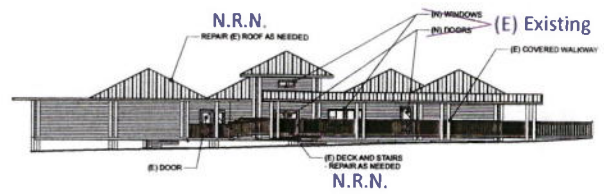
LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT
2530 KEKA'A DR. LAHAINA
TMK: (2) 4-4-008-020-0000

PROJECT NAME: LAHAINA RESILIENCY CENTER
SHEET NO.: 101
DATE: 03/20/24
DRAWN BY: [Signature]
CHECKED BY: [Signature]
REVISIONS: 1
DATE: 03/20/24

TITLE: LIFE SAFETY PLAN
SHEET # A202



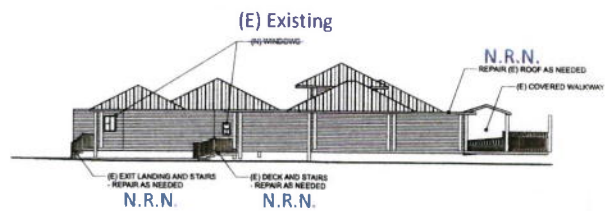
1 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



3 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



2 EAST ELEVATION
SCALE: 3/32" = 1'-0"



4 WEST ELEVATION
SCALE: 3/32" = 1'-0"

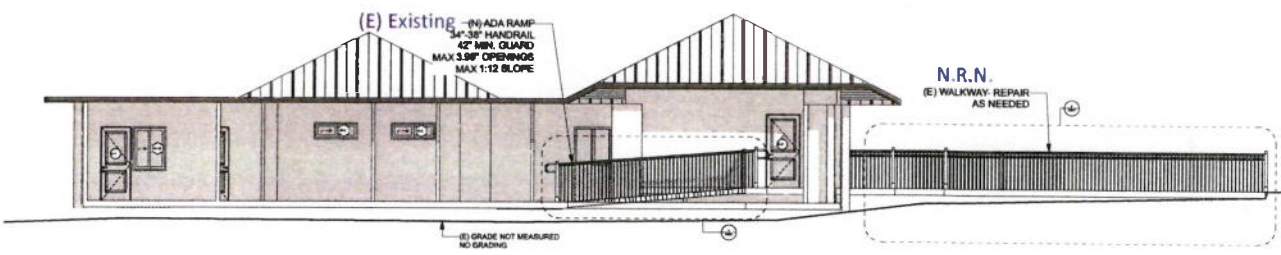
COUNTY STAMP

LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT
2530 KEKA'A DR. LAHAINA
TMK: (2) 4-4-008-020-0000

PROJECT NAME	LAHAINA RESILIENCY CENTER
DATE	04/2024
DESIGNED BY	HI OG
REVISION	
TITLE	EXTERIOR ELEVATIONS
NO. 17	A300



BLDG SECTION
SCALE: 1/4" = 1'-0"



BLDG SECTION
SCALE: 1/4" = 1'-0"

COUNTY 3 STAMP

HI OG
HAWAII
OFF-GRID
architecture
& engineering

1000-400-0000
270 W. KALANIANA'OLE BLVD #411
HONOLULU, HAWAII
96813

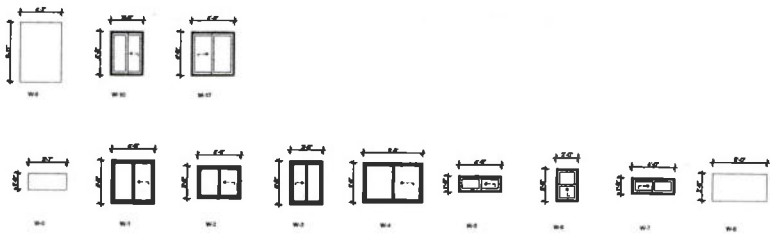
EXPIRATION: 4/30/26

LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT
2630 KEKA'A DR. LAHAINA
TMK: (2) 4-4-008-020-0000

PROJECT NAME	LAHAINA RESILIENCY CENTER
DATE	11/20/23
DESIGNED BY	HI OG
SCALE	1/4" = 1'-0"
FILE	SECTION
PROJECT	A400

ID	ROOM NAME	WINDOW SIZE		TYPE	NOTES
		NOMINAL WIDTH	NOMINAL HEIGHT		
		W-0	3'-7"		
W-0	3'-0"	2'-6"			
W-0	4'-6"	5'-0"			
W-0	3'-0"	1'-6"			
W-1	4'-0"	4'-0"			
W-1	4'-0"	4'-0"			
W-1	4'-0"	4'-0"			
W-1	4'-0"	4'-0"			
W-1	3'-7"	1'-6"			
W-1	3'-6"	2'-6"			
W-1	2'-11"	5'-0"			
W-1	3'-6"	1'-6"			
W-1	4'-0"	4'-0"			
W-1	4'-0"	3'-0"			
W-1	4'-0"	4'-0"			
W-1	4'-0"	3'-0"			
W-2	4'-0"	3'-0"			
W-2	4'-0"	3'-0"			
W-2	4'-0"	3'-0"			
W-2	4'-0"	3'-0"			
W-2	4'-3"	2'-11"			
W-2	4'-2"	3'-11"			
W-2	4'-0"	3'-0"			
W-8	4'-0"	4'-0"			
W-8	4'-0"	4'-0"			
W-8	4'-0"	4'-0"			

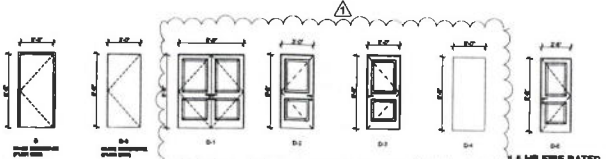
WINDOW SCHEDULE
SCALE: 1" = 1'-0"



WINDOW LEGEND
SCALE: 1" = 1'-0"

ID	ROOM NAME	DOOR LEAF			TYPE	HARDWARE SET	NOTES
		NOMINAL WIDTH	NOMINAL HEIGHT	LEAF THICKNESS			
D-1	MEETING ROOM 1	6'-0"	6'-8"	1 3/4"	EXT. PANK HARDWARE (PUSH BAR)	WITH LOCK	
	MEETING ROOM 2	6'-0"	6'-8"	1 3/4"	EXT. PANK HARDWARE (PUSH BAR)	WITH LOCK	
	RECOVERY OFFICE	6'-0"	6'-8"	1 3/4"	EXT.	WITH LOCK	
D-2	MEETING ROOM 1	3'-0"	6'-8"	1 3/4"	EXT.	WITH LOCK	
	MEETING ROOM 3	3'-0"	6'-8"	1 3/4"	EXT.	WITH LOCK	
	WOMEN'S RESTROOM	3'-0"	6'-8"	1 3/4"	EXT. PANK HARDWARE (PUSH BAR)	WITH LOCK	
D-3	MEEN'S RESTROOM	3'-0"	6'-8"	1 3/4"	EXT.	WITH LOCK	
	MEETING ROOM 3	3'-0"	6'-8"	1 3/4"	INT.	NO LOCK	
D-4	MEETING ROOM 1 & 3	3'-0"	6'-8"		OPENING	DOOR OPENING	
D-5	STORAGE 1	2'-8"	6'-8"	1 3/4"	INT.	WITH LOCK	
	STORAGE 2	2'-8"	6'-8"	1 3/4"	INT.	WITH LOCK	
	RESTROOM STORAGE	2'-8"	6'-8"	1 3/4"	EXT.	WITH LOCK	
D-6	WOMEN'S RESTROOM	3'-0"	6'-8"	3/4"	INT.	BATHROOM STALL PARTITION	
	MEEN'S RESTROOM	3'-0"	6'-8"	3/4"	INT.	BATHROOM STALL PARTITION	
D-7	MEETING ROOM 1	3'-0"	6'-8"			1.5 HR FIRE RATED	

DOOR SCHEDULE
SCALE: 1" = 1'-0"

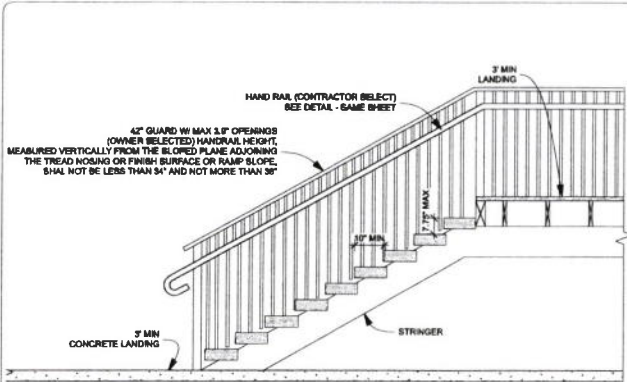


DOOR LEGEND
SCALE: 1" = 1'-0"

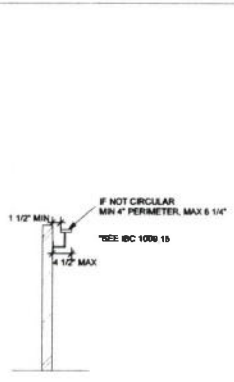
COUNTY STAMP
HI
OG
HAWAII
OFF-GRID
architecture
& engineering
375 W. KUAKAIA RD. #411
MOLOKAI, HAWAII 96768
EXPIRATION: 4/30/25

LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT
2530 KEKA'A DR., LAHAINA
TMK: (2) 4-4-008-020-0000

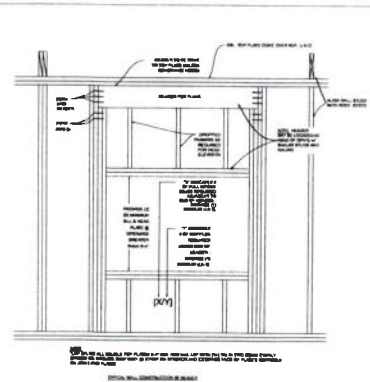
PROJECT NAME: LAHAINA RESILIENCY CENTER
DRAWN BY: JH
DATE: 2/20/25
CHECKED BY: JH
REVISIONS: 1
DATE: 2/20/25
P&E: DOOR & WINDOW
SCALE: 1/8" = 1'-0"
A600



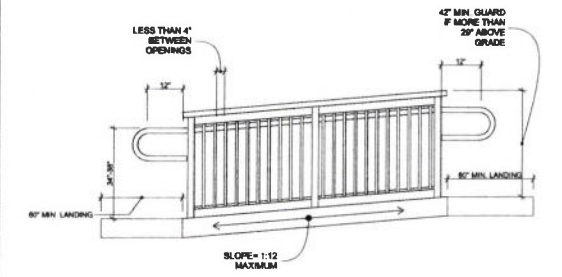
1 TYP. STAIR DETAIL
SCALE: 3/4" = 1'-0"



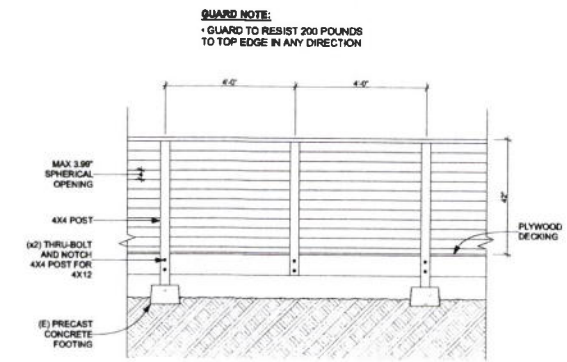
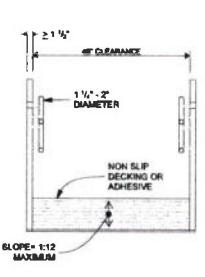
2 TYP. HANDRAIL DETAIL
SCALE: 1/2" = 1'-0"



3 TYP. WALL FRAMING
NOT TO SCALE



4 TYP. ADA RAMP
SCALE: 3/4" = 1'-0"

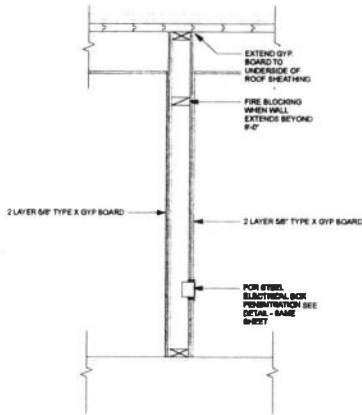


5 TYP. WALKWAY/DECK/GUARD RAIL ELEVATION
SCALE: 3/4" = 1'-0"

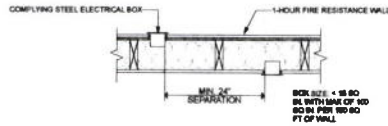
COUNTY STAMP

LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT
25330 KEKA'A DR. LAHAINA
TMK: (2) 4-4-008-020-0000

PROJECT NAME	LAHAINA RESILIENCY CENTER
DRAWN BY	MS
CHECKED BY	MS
DATE	1
SCALE	AS SHOWN
TYP. DETAILS	
SHEET #	A800



1 TYP. 2-HOUR FIRE RATED WALL SECTION
SCALE: 1/4" = 1'-0"



2 TYP. STEEL ELECTRICAL BOX PENETRATION PLAN
SCALE: 1/4" = 1'-0"

COUNTY STAMP

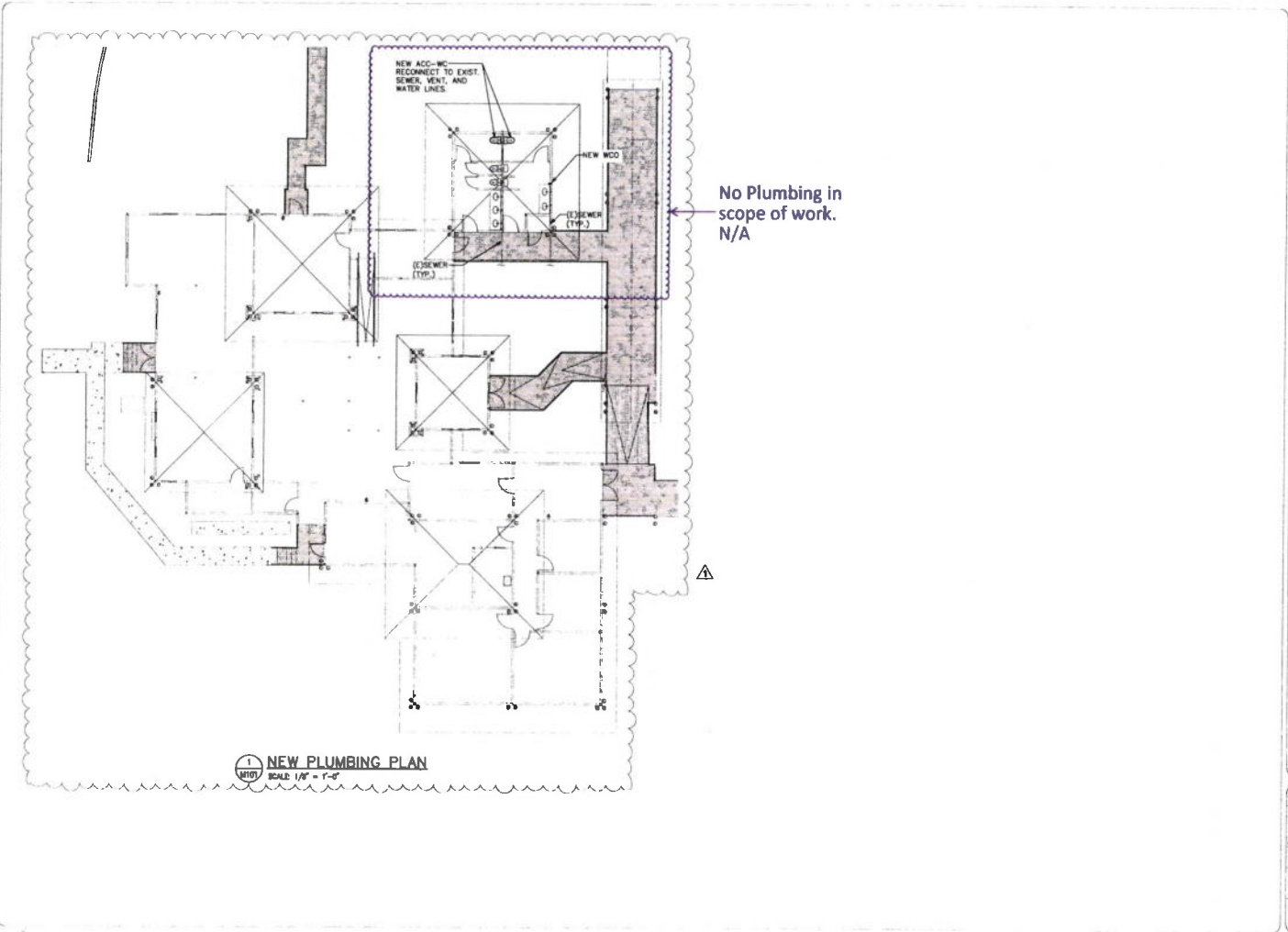
HOG
HAWAII
OFF-GRID
architecture
& engineering

Professional Seal
200-464-8838
375 W. ALAKAHI RD. #11
HONOLULU, HAWAII 96813

Professional Seal
EXPIRATION: 4/30/25

**LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT**
2530 KEKA'A DR., LAHAINA
TMK: (2) 4-4-008:020:0000

PROJECT NAME	LAHAINA RESILIENCY CENTER
DATE	08/2024
DESIGNED BY	AS
CHECKED BY	AS
DATE	08/2024
SCALE	AS SHOWN
TITLE	TYP. DETAILS
SHEET	A801



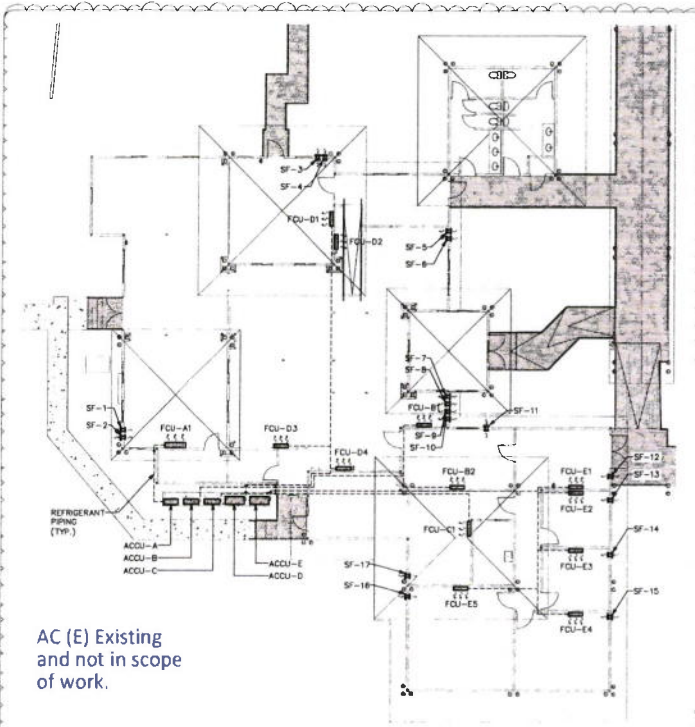
COUNTY STAMP

HI OG
HAWAII
OFF-GRID
architecture & engineering

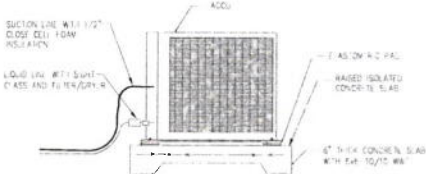
Professional Engineer
No. 10000
State of Hawaii
EXPIRATION 4/30/28

LAHAINA RESILIENCY CENTER
2530 KEKAA DR. LAHAINA
TMK: (2) 4-4-008.020-0000

NEW PLUMBING PLAN
SHEET #
M101



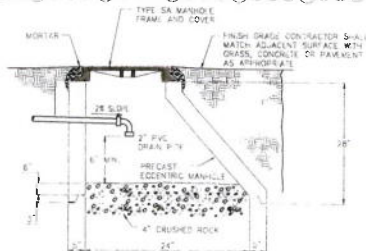
1 NEW AC VENTILATION PLAN
SCALE: 1/8" = 1'-0"



3 ACCU SUPPORT DETAIL
SCALE: NONE

UNIT NO.	NAME AND MODEL	SEMI-RECOIL CAPACITY (BTU/H)	TONS	CFM	VOL./PHASE/AC	FAN	COMP.	WELL	N/A	REMARKS
FCU-A1	DARIN MODEL FT0300.NAU	23,300	24,400	3.0	915	3Ø/230-1-60	0.27			ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-B1	DARIN MODEL FT0300.NAU	7,800	8,000	0.78	261	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-B2	DARIN MODEL FT0300.NAU	7,800	8,000	0.78	261	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-C1	DARIN MODEL FT0300.NAU	15,300	15,000	1.5	436	3Ø/230-1-60	0.39			ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-C2	DARIN MODEL FT0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-C3	DARIN MODEL FT0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-C4	DARIN MODEL FT0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-C5	DARIN MODEL FT0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-E1	DARIN MODEL FT0300.NAU	8,800	7,000	0.88	232	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-E2	DARIN MODEL FT0300.NAU	8,800	7,000	0.88	232	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-E3	DARIN MODEL FT0300.NAU	8,800	7,000	0.88	232	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-E4	DARIN MODEL FT0300.NAU	8,800	7,000	0.88	231	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
FCU-E5	DARIN MODEL FT0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60				ADD CONDENSATE PUMP TO DRYWELL; PROVIDE GA PER AIRSIDE 02.1
ACCU-A	DARIN MODEL IN0300.NAU	23,300	24,400	3.0	915	3Ø/230-1-60	0.27	3	17	16.3
ACCU-B	DARIN MODEL IN0300.NAU	7,800	8,000	0.78	261	3Ø/230-1-60				16.8
ACCU-C	DARIN MODEL IN0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60	0.47	3	7.8	7.8
ACCU-D	DARIN MODEL IN0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60	0.47	3	32.2	37
ACCU-E	DARIN MODEL IN0300.NAU	15,300	15,000	1.5	433	3Ø/230-1-60	0.47	3	32.2	37

NAME	CFM	NO. (BLOCK) / NO.	MOTOR DATA	NAME AND MODEL	REMARKS
WF-1	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-A1
WF-2	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-B1
WF-3	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-C1
WF-4	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-D1
WF-5	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-E1
WF-6	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-B1
WF-7	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-C1
WF-8	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-D1
WF-9	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-E1
WF-10	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-B1
WF-11	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-C1
WF-12	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-D1
WF-13	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-E1
WF-14	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-B1
WF-15	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-C1
WF-16	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-D1
WF-17	30		1400	EEO-FLO RA1-50-2	PROVIDE TFC MOTOR, INTERLOCK W/ FCU-E1



2 DRY WELL DETAIL
SCALE: NONE

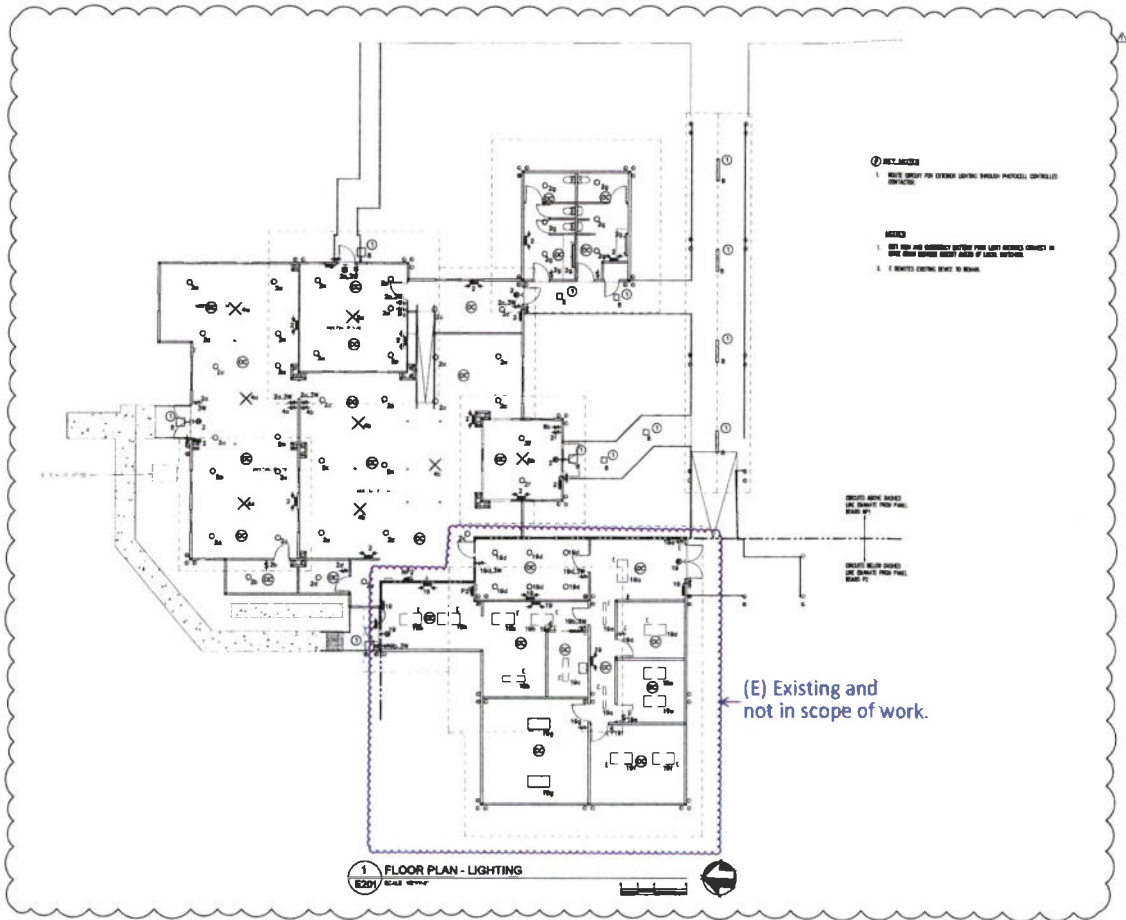
COURT STAMP

HI OG HAWAII OFF-GRID architecture & engineering
808-465-8633
275 W. BIRNBAUM RD. #411
HAUOLA MAUI, HAWAII 96751

EXPIRATION: 4/30/26

LAHAINA RESILIENCY CENTER
2530 KEKAHA DR. LAHAINA
TMK: (2) 4-4-008-020-0000

NEW AC VENTILATION PLAN
SHEET M200



- RELINQUISH**
1. REMOVE SHEET FOR EXISTING LIGHTING SYMBOLS CONTROLLED BY OTHERS.
- NOTES**
1. SEE PLAN FOR EXISTING SYMBOLS FOR LIGHT SYMBOLS CONTROLLED BY OTHERS AND REMOVE EXISTING SYMBOLS FROM THIS SHEET.
 2. EXISTING EXTERIOR LIGHTS TO REMAIN.

(E) Existing and not in scope of work.

1 FLOOR PLAN - LIGHTING
E201

COUNTY STAMP

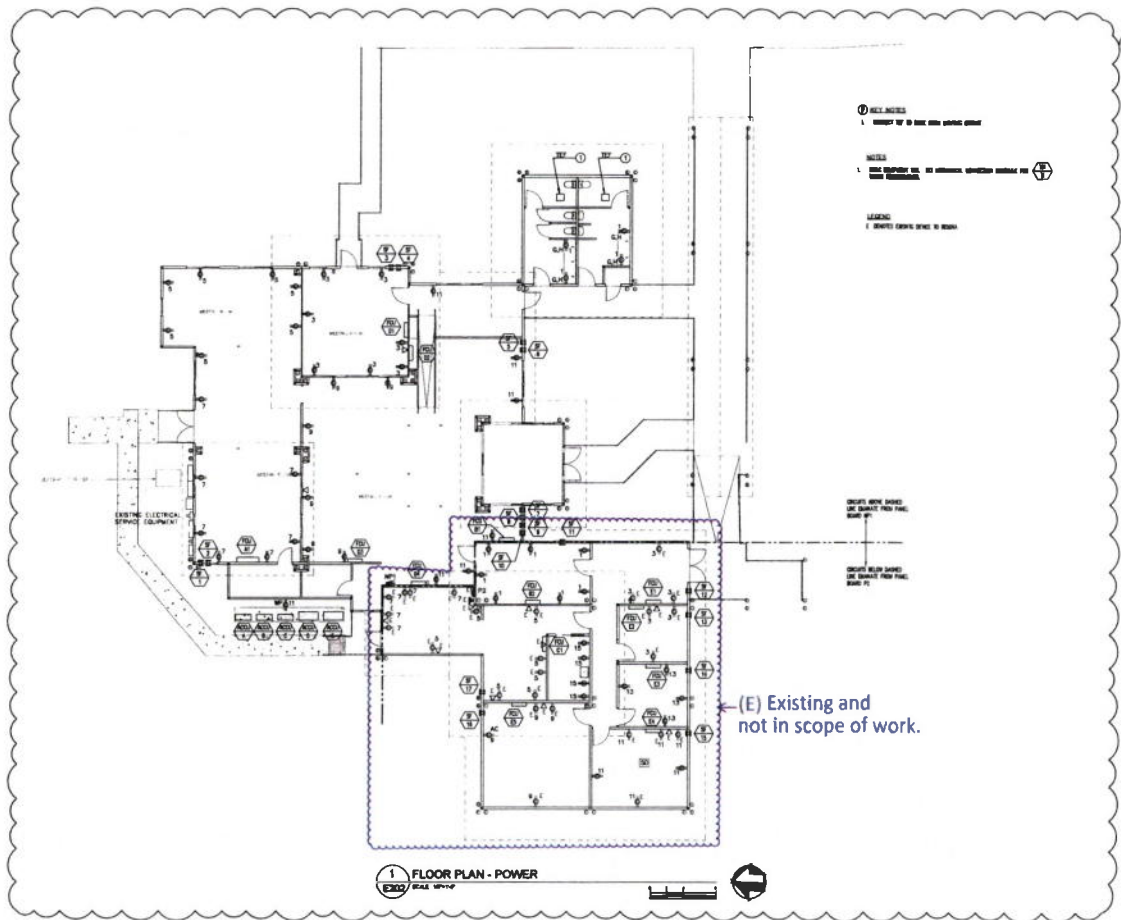
HAWAII OFF-GRID architecture & engineering

1000-000-0000
175 W. KULUWAHA RD #411
LAHAINA, HAWAII 96761
DPT02

LICENSED PROFESSIONAL ENGINEER
STATE OF HAWAII
NO. 10000
DATE: 01/15/2019

LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT
2530 KEKAHA DRIVE, LAHAINA
TKK-#(2)4-4-008-020-000

PROJECT NAME	E2
DRAWN BY	3/1/2019
DATE	3/1/2019
REVISIONS	001
NO. OF SHEETS	001
TITLE	FLOOR PLAN - LIGHTING
SHEET #	E201



COUNTY STAMP

HAWAII OFF-GRID architecture & engineering

Mike@hawaiiogrid.com
808-865-8833
275 W. KALANIANAʻOHE RD #411
HALEIUA, MAUI, HAWAII
96713

By me and my project:
DATE: 11/15/2023
PROJECT: LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT

LAHAINA RESILIENCY CENTER
TENANT IMPROVEMENT
2530 KEKAHA DRIVE, LAHAINA
TMK #214-4-006-020-000

PROJECT NAME	22
DATE	11/15/2023
DESIGNED BY	ME
REVISIONS	
BY/DATE	ME/11/15/2023
CHECKED BY	ME/11/15/2023
TITLE	FLOOR PLAN - POWER
SHEET	E202

SPACE LEASE

**PINEAPPLE PROPERTIES MAUI LLC and 1031 KEKAA EXCHANGE LLC
and
KE OLA HOU – THE LAHAINA RESILIENCY CENTER INC**

**2530 KEKAA DRIVE, LAHAINA, HAWAII 96761
TAX MAP KEY PARCEL NO. 2/4-4-08:020 (POR.)**

THIS LEASE (this “Lease”), made this 1st day of October, 2024, but effective as of the Commencement Date described in Paragraph 1 below, by and between PINEAPPLE PROPERTIES MAUI LLC, a Washington limited liability company, and 1031 KEKAA EXCHANGE LLC, a Hawaii limited liability company (collectively, “Landlord”), the address of which is 4317 S. 188th Street, Seattle, Washington 98188, and KE OLA HOU – THE LAHAINA RESILIENCY CENTER, INC., the address of which is 2530 Kekaa Drive, Lahaina, HI 96761 (“Tenant”).

WITNESSETH THAT:

WHEREAS, Landlord is the owner of the property and improvements at 2530 Kekaa Drive, Lahaina, HI 96761, Lahaina, Maui, bearing Tax Map Key No. 2/4-4-08:020 being the property described in and covered by Transfer Certificate of Title No 1187520 issued to Landlord (the “Property”);

WHEREAS, Tenant is a Hawaii nonprofit corporation that has been established to support the community of Lahaina in the aftermath of the devastating fires. This center is dedicated to providing comprehensive services to aid in the physical, mental, and emotional recovery of individuals and families affected by the disaster.

WHEREAS, the Tenant has secured funding from various corporate and county sources to fund and operate the Resiliency Center and is in need of temporary facilities to accommodate its programs; and

WHEREAS, Landlord has offered to cooperate in making temporary facilities on the Property available to the Tenant in order that the Resiliency Center can operate to serve the Lahaina community.

NOW, THEREFORE, upon and subject to the terms and conditions set forth in this Lease and in consideration of the rents hereinafter reserved and of the covenants herein contained and on the part of Tenant to be observed and performed, Landlord hereby Leases unto Tenant and Tenant hereby accepts and rents from Landlord the entirety of the rentable interior space located within those buildings known as Building A shown on Exhibit “A” attached hereto and incorporated herein by this reference comprising approximately 6,500 square feet in all (the “Buildings”), together with use of the adjacent areas consisting of the south parking lot, the north and south facing lawn areas marked and shown on said Exhibit “A” (collectively, the “Premises”).

Tenant will also have (a) the right to use parking stalls on the Property at no extra cost to Tenant, except those marked reserved by Landlord for its use or pursuant to other lease(s) and/or as otherwise agreed by the parties.

TO HAVE AND TO HOLD the same unto Tenant for a term starting on the Commencement Date and ending on August 31, 2027 (the “Term”), unless sooner terminated or extended as hereinafter provided, Tenant yielding and paying therefor to Landlord from and after the Commencement Date, net above all taxes, assessments and other charges hereinafter payable by Tenant, monthly rent (“Rent”), as follows:

<u>Year(s) of Term</u>	<u>Monthly Rent</u>
1 – 3	Initial Rental Rate: \$16,500.00
4 (Option 1)	\$33,334.00
5 (Option 2)	\$41,667.00

Provided that no event of default shall have occurred and be continuing, Landlord hereby grants to Tenant the option to extend the Term after August 31, 2027 (the “Renewal Option”) for two (2) periods of one (1) year each (each such period, an “Option Period”). Tenant may exercise such Renewal Option by notifying Landlord of Tenant’s intention by written notification or electronic mail with an acknowledgment receipt from Landlord at least sixty (60) days prior to the end of the preceding Term (“Renewal Notice”). For the purposes of this Lease, all references to the “Term” shall include the initial Term and each Option Period actually obtained by Tenant. Each Option Period shall be subject to the same terms and conditions as set forth herein, except that the Base Rent for the Option Periods shall be at the amounts set forth above.

LANDLORD HEREBY COVENANTS WITH TENANT that upon payment of the Rent in accordance with the terms of this Lease and upon faithful observance and performance of the covenants by Tenant hereinafter contained, Tenant will peaceably and quietly hold and enjoy the Premises in accordance with this Lease for the Term without hindrance or interruption by Landlord or any person or persons lawfully claiming by, through or under Landlord except as herein expressly provided; and that Landlord will deliver possession of the Premises to Tenant on the Commencement Date. Landlord represents and warrants to Tenant that prior to the execution of this Lease, all consents, approvals and waivers which may be required by the Declaration of Restrictions for the Kaanapali Beach Resort dated December 23, 1977, filed in the Office of the Assistant Registrar of Land Court of the State of Hawaii as Land Court Document No. 853030, as amended (the “Declaration”), in connection with this Lease and construction of improvements incident to Tenant’s occupancy of the Premises, including without limitation any necessary approvals, consents or waivers to be given by Kaanapali Development Corp (“KDC”), have been secured. The parties hereto acknowledge that Landlord had previously entered into a Memorandum of Agreement for the Property with Nā Mea ‘Ike ‘Ia (NMII) in August 2023 for

NMII's desired use of the Property for NMII's Ka'ika'i Lāhainā - "Uplift Lāhainā" program, but no formal and/or enforceable lease agreement was entered and NMII has not moved forward with said program and/or claimed any rights to use the Property.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Commencement Date.** The Commencement Date will be the first business day the Tenant takes possession of the Premises.
2. **Payment of Rent.** Tenant will pay the monthly Rent in lawful money of the United States of America at the times and in the manner set forth in this Lease, without any deduction or set-off and without any notice or demand, to Landlord at Landlord's address above or at such other place in the State of Hawaii as Landlord may from time to time designate in writing. The monthly Rent payments will be due and payable, in advance, on or before the first day of each calendar month during the Term, except for the first month of the Term for which Rent, retroactive to the Commencement Date (defined below), will be due and payable fourteen (14) days after the Commencement Date. Rent for fractional months will be prorated on the basis of the actual number of days in the month.
3. **General Excise Tax.** The Rent is inclusive of general excise tax. No general excise tax will be due from Tenant in addition to the Rent.
4. **Interest on Past Due Amounts.** In addition to the late charges specified in this Lease, all amounts which become due and payable under this Lease from Tenant to Landlord and are not received by Landlord or Landlord's designee within fifteen (15) calendar days after such amount is due will bear interest payable to Landlord at the rate of five percent (5%) per annum from the due date or dates until paid (but in no event to exceed the maximum rate then permitted by applicable law); provided, however, that this paragraph will not be construed to authorize any delay in payment of any amounts becoming due under this Lease.
5. **Late Charges.** If any installment of monthly Rent or any other sum payable by Tenant under this Lease is not received by Landlord or Landlord's designee within fifteen (15) calendar days after such amount is due, then, without any requirement for notice to Tenant, Tenant will pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The late charge will not be assessed more than once as to any delinquent payment. The parties agree that the late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord will not constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies existing under this Lease. Late fees and costs will be treated as additional rent.
6. **Real Property Taxes.** Tenant will not be responsible for the payment of real property taxes or assessments imposed upon the Property or the Premises. Tenant will be

Page 3

responsible for payment of any taxes levied or assessed upon Tenant's personal property or business. Under current law, Tenant is eligible for a real property tax exemption and will file a claim for such exemption as soon as possible after a short form of this Lease is filed as provided in Paragraph 45 below [Recordation].

7. **Application of Payments.** All payments received by Landlord from Tenant, regardless of any notation, direction, endorsement or condition to the contrary, will be applied first to accrued interest, then to late charges, then to the reimbursement of Landlord's costs, expenses and advances as in this Lease provided, and the balance, if any, will be applied to Rent.
8. **Security Deposit.** No security deposit has been made or is required in connection with this Lease.
9. **Operating Expenses.** No common area maintenance expenses will be charged to Tenant. Tenant will be solely responsible for all operating and maintenance expenses which are incurred by Tenant with respect to the Premises or any part thereof, including its parking areas, or any improvement thereto, including, without limitation to the generality of the foregoing, all costs of janitorial services.
10. **Payment of Rates and Other Charges.** Tenant will remit to Landlord within ten (10) calendar days of receipt of Landlord's periodic billing therefor, the cost of all utilities serving the Premises as determined by submeter, check meter or third party billing, or, in the absence of such meter or billing, as reasonably determined by Landlord in accordance with a mutually agreed formula based upon Tenant's use and occupancy of the Premises to recover Landlord's actual costs of providing such services to the Premises, without profit to Landlord. Tenant will make best efforts to identify any utilities that it can put under its own account and will also be responsible for ~~Tenant's~~ its own telephone, cable television and internet utility service charges, refuse fees, and for any other utility services separately billed by the provider to the Premises, if any, and for any utility services not existing at the inception of the Term of this Lease that may be contracted by Tenant during the Term including, but not limited to, any electrical submeters required to power the South Lot. In the event that Tenant is in default hereunder (beyond applicable notice and cure periods), Landlord will have no obligation to continue to pay for any utility services billed to Landlord. If Tenant elects to install a submeter for water or any other utility, Tenant will do so at its own cost.
11. **Use of Premises.** Tenant will occupy and use the Premises and will conform in all respects to all requirements, laws, rules and regulations of the County of Maui, the State of Hawaii, the County of Maui, the State of Hawaii and the Kaanapali Operations Association, Inc., ("KOA"). For Special Events, defined as events with over 75 people attending, notice of 30 days must be supplied to Sacred Hearts School, using best efforts to coordinate schedules to avoid conflicting events at the same time.
12. **Prohibited Uses.** Tenant will not permit smoking, vaping (including electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems), sale or

consumption of alcoholic beverages, unlawful use of narcotics or other controlled substances, or the presence of firearms of any kind (functioning or non-functioning, registered or unregistered) anywhere on the Premises or elsewhere on the Property.

13. **Signage, Lighting, Amplified Sound.** Landlord shall approve Tenant's signage and Tenant will not erect any additional exterior signage or lighting nor install any additional sound system without Landlord's prior written consent, which consent Landlord will not unreasonably withhold, provided that the installation is permitted by the Codes. The volume of any speaker, audio-visual system or musical instruments used or operated by Tenant must be such as which will not materially and adversely affect other activities on the Property. Any amplified sound which is in violation of the Codes will be discontinued promptly upon written notice to Tenant.
14. **Care of Premises, Waste.** At all times during the Term, Tenant will keep the Premises in good order and in a sanitary condition. Tenant will not make or suffer any strip or waste in or upon the Premises or any unlawful, improper or offensive use of the Premises. Tenant will not permit or suffer any act or practice in, on or from the Premises which may be a public or private nuisance or menace under applicable law or do any other action which may interfere with or disturb in any material respect the use and enjoyment of the surrounding land.
15. **Supervision and Safety of Children.** Tenant will be solely responsible for the supervision, control and safety of all children attending Tenant's programs; for securing all licenses and permits necessary for Tenant's programs; and for providing sufficient staff to supervise and monitor Tenant's programs.
16. **Refuse.** Tenant will place all of Tenant's trash, refuse and waste in securely tied plastic garbage bags provided by Tenant. All cardboard boxes brought to the Premises by Tenant will be broken down or removed from the Premises by Tenant or at Tenant's expense.
17. **Landlord's Limited Liability.**
 - 17.1 **Utilities, Vandalism, Theft.** Landlord will have no liability to Tenant by reason of the failure of any public utility or private contractor to provide service; for any loss, cost, injury or damage occasioned by service interruptions or delays unless the same are solely attributable to Landlord's gross negligence or intentional misconduct; or for any theft, vandalism or other loss, cost, injury or damage that may arise from or be attributable to any lack or failure of security. Landlord is not responsible for the provision of any security, guard or watch services of any kind and Tenant will hold all of Tenant's property and improvements on the Premises at Tenant's sole risk.
 - 17.2 **Water Damage.** Tenant will not look to Landlord and Landlord will not be liable for any loss or damage occasioned by the use or misuse of water by anyone, or by the plumbing, electrical or other fixtures, or any equipment, within the Buildings, or the Buildings becoming defective, or by the bursting or leakage of any pipes,

roofs, gutters, or by the overflow of storm drains or sewers, or by any nuisance made or suffered on the Premises or the Buildings unless caused Landlord's intentional misconduct or gross negligence.

17.3 **Catastrophic Events.** Landlord will have no liability to Tenant, nor will Tenant have any liability to Landlord, for any loss, cost, injury or damage caused by, attributable to, or arising out of natural disasters, acts of God, force majeure, civil unrest, acts of terrorism or other catastrophic events beyond the reasonable control of Landlord, including without limitation, fires, floods, tsunami, earthquakes, unusually severe weather, epidemics, pandemics or quarantine restrictions (individually and collectively, a "Catastrophic Event"). Moreover, neither party will not be or become liable to the other by reason of such party's inaction in the circumstances of any such Catastrophic Event or by reason of alterations, improvements or repairs to the Premises or property made prior to such Catastrophic Event, or by reason of any reasonable action taken by either party or its employees and agents to mitigate, ameliorate, deflect or otherwise contain the consequences of any Catastrophic Event, even if such action proves to be ineffective or to have aggravated or exacerbated the situation; provided, however, that in the event the Premises are rendered untenable by any Catastrophic Event, either Landlord or Tenant will have the right to terminate this Lease at any time within the next sixty (60) days thereafter.

18. **Maintenance.**

18.1 Tenant will be responsible at its own cost to pay all costs and expenses of operating Tenant's business at the Premises, including all janitorial expenses, and all costs of telephone and data communication services directly to the Premises.

18.2 Tenant will maintain and keep the Premises in good order and working condition; any damages to the Premises caused by Tenant or its agents, employees, or visitors will be repaired, restored or replaced promptly by Tenant at its sole cost and expense.

18.3 Tenant will be responsible to clean the restrooms located in Building A and will provide all supplies, including toilet paper and soap, required for the Tenants use.

18.4 Tenant will keep the common area fronting the Premises clean, orderly and sanitary, in compliance with applicable rules and regulations of KOA and KRA.

19. **Waiver of Warranty; "AS IS" Condition.** Tenant has inspected the Premises and accepts them in their existing "AS IS" condition, subject to the terms of this Lease. Tenant acknowledges that neither Landlord nor Landlord's agents and employees have made or make any warranties or representations, express or implied, that the Premises comply with laws, rules and regulations applicable to Tenant's use, except as expressly set forth in this Lease.

20. **Requirements of Law.** Tenant will observe, perform and comply with all laws, ordinances, rules and regulations concerning health, sanitation, safety and fire protection which are from time to time applicable to the Premises or Tenant's use thereof; will procure and maintain in full force and effect all licenses and permits required to be procured and maintained for or in connection with Tenant's use of the Premises; and will defend, indemnify and save harmless Landlord against all actions, suits, claims and damages by whomsoever brought or made by reason of Tenant's nonobservance or nonperformance of such laws, ordinances, rules and regulations, or of this covenant.
21. **Insurer's Requirements.** Tenant will not store or stock any goods or do anything in or about the Premises which will in any way impair or invalidate the obligation of an insurance company under any policy of fire insurance covering the Premises. In the event Tenant installs any electrical equipment which causes the overloading of existing electrical facilities, Tenant at its own expense will make whatever alterations are necessary to comply with the requirements of the insurance underwriters and governmental agencies having jurisdiction in the matter, such alterations to be made in accordance with plans and specifications first approved by Landlord in writing.
22. **Hazardous Materials.** Tenant will not violate any Hazardous Materials Laws (as defined below) (including but not limited to Hawaii Revised Statutes Chapter 342, Part VI, relating to Underground Storage Tanks) in any material respect. Tenant will not use, generate, manufacture, store or dispose of on, under, or about the Premises or transport to or from the Premises any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" (collectively, "**Hazardous Materials**") under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq., and any similar state and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto (collectively, the "**Hazardous Materials Laws**"); provided, however, Tenant may use and store in the Premises such quantities of general office and classroom cleaning products as are normally used in the ordinary course of business for use as designed and in accordance with all Hazardous Materials Laws. Tenant shall not be responsible for any Hazardous Materials existing on the Premises prior to Tenant taking

possession thereof, or brought on by any party other than Tenant or any other person under Tenant.

23. **Landlord's Alterations and Repairs.** Tenant will permit Landlord and its agents to enter the Premises to make such inspections, structural and other repairs, improvements or alterations as Landlord may be reasonably necessary or required, provided that Landlord will only enter for such purposes upon at least forty-eight (48) hours' prior written notice to Tenant during such reasonable times as agreed to by Landlord and Tenant and Landlord will not unreasonably disrupt or impair Tenant's use and enjoyment of the Premises.

24. **Tenant's Improvements and Alterations to the Premises.**

24.1 **Initial Improvements.** Tenant has the right to make or cause to be made the following initial improvements which Landlord has approved (the "Improvements"):

- a. installation of signage at the various entrances;
- b. installation of new roof;
- c. installation of drywall, paint, new kitchen appliances and storage, electrical and plumbing repairs, windows, doors, fixtures, outlets, flooring and other improvements agreed to by the parties.

24.2 **Subsequent Alterations.** Any subsequent alterations, installations, additions, improvements or repairs (collectively, "Alterations") in or to the Premises made by Tenant will be made at Tenant's own expense, at no expense to Landlord, using only appropriately licensed contractors. Any such Alterations shall be submitted to Landlord for its prior review and approval, which approval Landlord will not unreasonably withhold, condition or deny.

24.3 **Generally.** Any approval given by Landlord shall not be deemed or construed to be an agreement, warranty or representation on Landlord's part concerning the adequacy, safety or suitability of the Improvements or Alterations for their intended purpose nor of their compliance with applicable building codes and other governmental requirements. In making any such Improvements and Alterations and in using and occupying the Premises, Tenant at all times shall comply with the Building Code and ordinances of the County of Maui and all applicable State and federal laws pertaining to such work, use or occupancy. Any Improvements or Alterations made by Tenant (excepting only movable furniture, fixtures, equipment and portable or temporary structures) shall become a part of the Buildings and shall become the property of Landlord upon the termination of this Lease.

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- 24.4 Tenant will not paint or refinish the exterior of the Buildings without the prior written consent of Landlord, which consent Landlord will not unreasonably withhold.
25. **Liens.** Tenant will not commit or suffer any act or neglect whereby the Premises or any part thereof or interest therein will at any time during the Term become subject to any attachment, judgment, lien, charge or encumbrance whatsoever and will indemnify and hold Landlord harmless from all loss, cost and expenses with respect thereto, provided that Tenant is not required to indemnify or hold harmless Landlord from any loss and reasonable out-of-pocket cost and expense arising out of or related to any act or omission of Landlord.
26. **Indemnity.** Except to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, Tenant will indemnify and hold Landlord harmless from and against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Premises by Tenant or any other person under Tenant, or any accident or fire on the Premises or any nuisance made or suffered thereon, or any failure by Tenant to keep the Premises in a safe condition or faithfully to observe and perform any of the other covenants of Tenant contained in this Lease, and will reimburse Landlord for all of Landlord's costs and expenses, including reasonable attorneys' fees, incurred in connection with the defense of any such claims. Tenant will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Premises at Tenant's sole risk and save Landlord harmless from any claim for loss or damage thereto by any cause whatsoever other than Landlord's or its agents' gross negligence or willful misconduct.
27. **Insurance.** Tenant will procure and maintain during the Term of this Lease, without cost to Landlord, with responsible insurers qualified to do business in Hawaii the following insurance:
- 27.1 Commercial property insurance which, at a minimum, insures against destruction or damage caused by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, hurricane, breakage of glass, falling objects, water damage and any other perils covered by an ISO standard "Special Causes of Loss" form as from time to time filed with the Hawaii Insurance Commissioner. Unless otherwise expressly agreed by Landlord in writing, each of Tenant's property insurance policies will name Landlord as an additional insured and loss payee to the extent of Landlord's interest, if any, in the improvements.
- 27.2 A policy of commercial general liability insurance which includes bodily injury, property damage, and personal injury liability coverage and medical expense coverage with limits of not less than \$1,000,000 per occurrence subject to a \$2,000,000 General Aggregate insuring against all liability of Tenant and its

authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises;

- 27.3 Appropriate workers' compensation insurance, employers' liability insurance and temporary disability insurance as is required by and in conformity with the law of the State of Hawaii for all of Tenant's employees working in or at the Premises; and
- 27.4 A policy of automobile liability insurance to include coverage for any owned, non-owned or hired automobiles entering and exiting from the Premises or Landlord's property and for which the Tenant may be responsible with minimum limits of \$1,000,000 per Person/\$1,000,000 per Accident - Bodily Injury; \$250,000 per Accident - Property Damage; and Basic No-Fault coverage as required by law or regulation if any, in the State of Hawaii. A combined single limit of \$1,000,000 per person and per accident for Bodily Injury and Property Damage is also acceptable
- 27.5 All insurance required of Tenant hereunder will include an endorsement that such insurance is issued as primary and not as contributing or excess coverage to any that Landlord may carry; name Landlord as an additional insured party thereunder; and cover the whole of the Premises and the business operated therein and thereon by Tenant.
- 27.6 Tenant will deposit with Landlord current certificates of such insurance and of all renewals thereof. All such certificates will contain a provision that the policy or policies will not be cancelled or modified without thirty (30) days' (or ten (10) days' in the case of non-payment of premiums) written notice to Landlord prior to the effective date of the proposed cancellation or modification.
28. **Assignment and Subletting Prohibited.** Tenant will not assign this Lease or sublet the whole or any part of the Premises without Landlord's prior written consent, which will not be unreasonably withheld. Any assignment or subletting without Landlord's prior written consent will be void and of no effect and will constitute a breach of this Lease and a material default on the part of Tenant.
29. **Default.**
- 29.1 **Events of Default.** The following events will constitute events of default under this Lease: (i) any failure by Tenant to pay Rent due under this Lease as and within five (5) days of written notice that same is due and payable; or (ii) any failure by Tenant to pay reimbursements or other charges due under this Lease or any portion thereof, within ten (10) days after written notice from Landlord that the same is due and payable; or (iii) any failure by Tenant to perform or comply with any terms or provisions contained in this Lease which failure is not remedied to the satisfaction of Landlord within ninety (90) days after written notice from Landlord (provided that if the nature of such remedy is such that more than 90 days are reasonably required for its cure, then it shall not be deemed to be a

default if Tenant commences such cure within said 90 day period and thereafter diligently prosecutes such cure to completion), or (iv) the making of an assignment by Tenant for the benefit of its creditors or admitting in writing its inability to pay its debts as they become due; or (v) the bankruptcy of Tenant or the seeking of protection by Tenant under state or federal bankruptcy laws; or (vi) Tenant's abandonment of the Premises.

- 29.2 **Right to Reenter.** Upon the occurrence of any event of default, Landlord in addition to any other right or remedy it may have, will have the right with ten (10) days' prior written notice, with or without termination of this Lease, to re-enter the Premises or any part thereof in the name of the whole, and upon or without such entry, at its option, terminate this Lease without service of additional notice (unless required by legal process) and without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract, and in case of such termination, Tenant's interest in the Premises and all improvements therein and thereon by whomsoever made will be and remain the property of Landlord, without Landlord being deemed guilty of trespass or liable for any loss or damage which may be occasioned thereby.
- 29.3 **Right to Cure.** Should an event of default occur, Landlord may at Landlord's option and without prejudice to any other right or remedy of Landlord provided herein, cure the same and Tenant will reimburse Landlord for the actual cost thereof on demand.
- 29.4 **Non-Waiver.** The failure of Landlord to insist upon the performance of any provision contained in this Lease will not be deemed to be a waiver of such provision, or any subsequent breach of the same or any other provision of this Lease, nor will any custom or practice which may develop between the parties in the course of administering this Lease be construed as a waiver of Landlord's right to insist upon the performance of any provision. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.
30. **No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stipulated will be deemed to be other than on account of an earlier stipulated Rent, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction and Landlord may accept a check or payment without prejudice to Landlord's right to recover the balance of any amount owed by Tenant, or pursue any other remedy provided in this Lease.
31. **Surrender and Holding Over.**

- 31.1 **Surrender Upon Termination.** Within ninety (90) days after the expiration of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all alterations, additions and improvements by whomsoever made in, to or on the Premises (except movable furniture, fixtures and equipment and appliances which were put in at the expense of Tenant), in good repair, order and condition, reasonable wear and use and damage resulting from fire and other unavoidable casualty excepted. On or before the last day of the Term or other sooner termination thereof, Tenant will at its own expense remove from the Premises all movable fixtures, signs and other furniture and property belonging to it, and any such property not removed will be deemed abandoned by Tenant.
- 31.2 **Holding Over.** Any holding over after the expiration or other termination of the Term of this Lease with the consent of Landlord will be construed to be a tenancy from month to month under the same terms and conditions as existed immediately prior to the expiration of this Lease.
32. **Extension and Renewal.** Landlord and Tenant may extend or renew this Lease upon and subject to such terms and conditions as they may agree in writing. Neither Party will have any obligation to extend or renew this Lease unless mutually agreed in writing.
33. **Termination by Tenant.** Tenant will have the right to terminate this Lease at any time and for any reason or no reason, without additional or further payment to Landlord upon not less than ninety (90) days' prior written notice to Landlord.
34. **FEMA Cooperation.** Landlord will cooperate reasonably but without out of pocket cost to itself in Tenant's efforts to secure reimbursement from the Federal Emergency Management Agency (FEMA) for any monies paid by Tenant to Landlord.
35. **Arbitration.** Any dispute arising out of this Lease that is not resolved by mutual agreement of the parties after reasonable opportunity for good faith negotiation will be fully and finally resolved by arbitration without discovery and with no right of appeal, which unless the parties agree otherwise, will be by a single, neutral arbitrator and be conducted in accordance with the Rules, Procedures, and Protocols for Arbitration of Disputes of Dispute Prevention & Resolution, Inc. ("DPR") of Honolulu, Hawaii. The determination of the arbitrator will be reduced to writing, signed by the arbitrator and acknowledged in the form required for the recording of documents. Service of notice of the determination will be made by mailing the same, certified mail, return receipt requested, to each of Landlord and Tenant at their last known addresses. The determination of the arbitrator will be final, conclusive and binding upon the parties unless modified or vacated by the judgment of a court of appropriate jurisdiction in accordance with Chapter 658A, Hawaii Revised Statutes, as amended. Each party will bear one-half (1/2) the fees and costs of the arbitrator and all other costs of arbitration, with the exception of attorneys' fees and witnesses' fees, which will be borne by the party employing the attorney(s) and the witness(es), subject to prevailing party fees and costs as per Section 42.

36. **Condemnation.** In case at any time or times during the Term of this Lease, the Premises or any part thereof is required, taken or condemned by any authority having the power of eminent domain, then and in every such case the estate and interest of Tenant hereunder will at once cease and determine, and Tenant will not by reason thereof be entitled to any claim against Landlord or others for compensation or indemnity for leasehold interest, and all compensation and damages for or on account of the same will be payable to and be the sole property of Landlord and Tenant will be relieved of any further liability hereunder.
37. **Destruction.** In case of damage by fire or the action of the elements to the Premises which renders the same untenable, or in the event the Premises are rendered untenable for any other reason whatsoever, either Landlord or Tenant will have the option of canceling or surrendering this Lease within thirty (30) days thereafter, and each of the parties then will be relieved of further performance hereunder. Landlord will have no obligation to rebuild the Premises or to relocate Tenant to another site.
38. **Brokers.** Neither Landlord nor Tenant has retained a real estate broker in connection with this Lease.
39. **Integration and Amendment.** This Lease is a complete integration of every agreement and representation made by or on behalf of Landlord and Tenant with respect to the Premises and supersedes all agreements, written or oral, between Landlord and Tenant concerning the Premises or this Lease. No amendment or modification of this Lease will be effective unless incorporated in a written instrument executed by Landlord and Tenant.
40. **No Partnership.** Nothing in this Lease will be deemed or construed to create between the parties hereto any relationship of partnership, association, joint venture or otherwise. The sole relationship of the parties hereto will be that of Landlord and Tenant.
41. **Governing Law.** This Lease will be governed and construed in accordance with the laws of the State of Hawaii.
42. **Legal Expenses.** In the event that suit is brought by reason of the breach of any covenant or condition herein contained on the part of Landlord or Tenant to be kept or performed, and a breach is established, the prevailing party will be entitled to recover all reasonable out-of-pocket costs and expenses incurred in connection therewith, including reasonable attorneys' fees.
43. **Headings and Gender.** The section headings are for convenience only and have no legal significance. The masculine, feminine or neuter gender, and the singular or plural number, will be deemed to include the others whenever the context so indicates or requires.
44. **Notices.** Any notice of demand of Landlord or Tenant provided for or permitted by this Lease may be given sufficiently for all purposes in writing mailed as registered or certified mail, return receipt requested and postage fully prepaid, addressed to such party

at its post office address set forth below or at such other address as either party may from time to time designate in writing to the other party, or delivered personally within the State of Hawaii to any corporate officer of such party, and will be deemed conclusively to have been given on the date of such mailing or personal delivery. "Fax" and e-mail will not constitute delivery of notice under this Lease, despite any response or reply thereto. Addresses for notices are:

If to Landlord: Pineapple Properties Maui, LLC
4317 S. 188th Street
Seattle, Washington 98188

and to: 1031 Kekaa Exchange, LLC
4317 S. 188th Street
Seattle, Washington 98188

If to Tenant: Ke Ola Hou – The Lahaina Resiliency Center, Inc
2530 Kekaa Drive
Lahaina, HI 96761

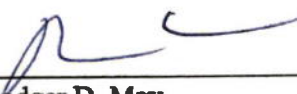
45. **Recordation.** This Lease will not be recorded or filed in the Bureau of Conveyances or in the Office of the Assistant Registrar of the Land Court of the State of Hawaii without the express written permission of Landlord, provided, however, that if requested by either Party, Landlord and Tenant will join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Upon termination of this Lease and upon Landlord's presentation thereof and request therefor, Tenant will execute a recordable instrument evidencing such termination. This covenant will survive the termination of this Lease.
46. **Counterparts.** This Lease may be executed in counterparts. When executed and delivered by any party, each counterpart will be deemed an original regardless of the order of its execution and delivery and the several counterparts together will constitute one document as though all signatures affixed to any counterpart were affixed to a single document. The delivery of signature pages via facsimile, electronic image, scan transmission, or other electronic transmission will constitute effective execution and delivery hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

PINEAPPLE PROPERTIES MAUI LLC

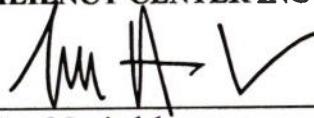
By 
Rodger D. May
Its Manager

1031 KEKAA EXCHANGE LLC

By 
Rodger D. May
Its _____

"Landlord"

**KE OLA HOU - THE LAHAINA
RESILIENCY CENTER INC**

By 
Tom Martindale
Its Secretary

"Tenant"

PINEAPPLE PROPERTIES

4317 S. 188th Stret

Seattle, WA 98188

Date: March 3, 2026

To Whom It May Concern,

Re: Ke Ola Hou – The Lahaina Resiliency Center
2530 Keka'a Drive, Lahaina, Hawai'i

Pineapple Properties is the owner of the property located at 2530 Keka'a Drive in Lahaina, which is currently leased to Ke Ola Hou – The Lahaina Resiliency Center.

We have seen firsthand the positive impact Ke Ola Hou has had on the community, especially during this period of recovery for Lahaina. The work being done at this location is meaningful and clearly serves an important need.

While the current lease term is for five (5) years, we are open to discussing the possibility of continuing the lease beyond that period, depending on the needs of the community and the circumstances at that time. Any future extension would be at the mutual agreement of both parties and at the discretion of Pineapple Properties.

This letter is intended to express our general support for the continued presence of Ke Ola Hou at this location. It is not a binding commitment or guarantee of lease renewal, and any future agreement would need to be documented in writing.

We appreciate the opportunity to support efforts that strengthen and serve the Lahaina community.

Sincerely,



Rodger May
Pineapple Properties
206-571-2900
Rodgermay66@gmail.com

BFED Committee

From: Janina E. Agapay <Janina.E.Agapay@co.maui.hi.us>
Sent: Friday, March 13, 2026 9:57 AM
To: BFED Committee
Cc: Cynthia E. Sasada
Subject: (BFED-20(27))
Attachments: (BFED-20)(27)).pdf

Aloha,

Please see attached correspondence.

Thank you,

Janina Agapay

County of Maui | Budget Office

Phone: (808) 270-7836

Email: Janina.E.Agapay@co.maui.hi.us