Resolution

No. 24-115

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

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

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

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

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

WHEREAS, on April 30, 2024, the first family received keys to the first home at the Project, newly named Ke Ao Maluhia, with the anticipated completion of the 34 temporary housing units scheduled for June 2024; and

WHEREAS, in order to meet the continued urgent housing needs caused by the August 2023 Maui wildfires, CNHA proposes to expand the Project by building an additional 16 temporary housing units on an additional 7 county-owned residential lots (Lots 27-33) and the use of 2 county-owned driveway lots (Lots 52 and 53), for a total of 9 additional county-owned lots, in the Fairways at Maui Lani in Kahului, Maui Hawaii; and

WHEREAS, CNHA desires to obtain an amendment to the Lease to add the 9 county-owned lots, and to extend the lease termination date from January 31, 2027 to May 31, 2027; and

WHEREAS, the real property CNHA desires to add to the Lease are those certain lots more particularly identified as follows:

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

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

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

Resolution No. 24-115

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

1. That CNHA be granted the right to lease the Additional Lots in accordance with the terms and conditions of the proposed Amendment to Grant of Lease of County Real Property, to expire May 31, 2027, with two one-year options to extend, unless sooner terminated as provided in the Lease; and

2. That the Mayor and the Director of Finance or their authorized representatives are authorized to execute the proposed Amendment to Grant of Lease of County Real Property; and

3. That certified copies of this Resolution be transmitted to the Mayor, Managing Director, Director of Finance, President and Chief Executive Officer of CNHA, and President and Chief Executive Officer of Hawaii Community Foundation.

APPROVED AS TO FORM
AND LEGALITY:

KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
County of Maui

LF2024-0252
2024-05-30 Resolution CNHA Auth Amendment to Grant of Lease

INTRODUCED BY:

Upon the request of the Mayor.

EXHIBIT "1"

AMENDMENT TO GRANT OF LEASE OF COUNTY REAL PROPERTY

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

Table 1

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

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

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

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

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

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

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

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

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

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

[EXECUTION PAGES TO FOLLOW]

LESSOR:

COUNTY OF MAUI

By_____
RICHARD T. BISSEN, JR.
Its Mayor

By_____
MARIA ZIELINSKI
Acting Director of Finance

APPROVAL RECOMMENDED:

_____
LUANA MAHI
Director
Office of Economic Development
County of Maui

APPROVED AS TO FORM
AND LEGALITY:

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

LESSEE:

COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT

By_____
(Signature)

_____
(Print Name)

Its_____
(Title)

By_____
(Signature)

_____
(Print Name)

Its_____
(Title)

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

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

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

_____
Notary Public, State of Hawaii

Print Name:_____

My commission expires:_____

NOTARY PUBLIC CERTIFICATION

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

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

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

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

_____
Notary Public, State of Hawaii

Print Name:_____

My commission expires:_____

NOTARY PUBLIC CERTIFICATION

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

STATE OF _____)
) SS.
_____)

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

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

_____
Notary Public, State of _____

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION

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

STATE OF _____)
) SS.
_____)

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

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

_____
Notary Public, State of _____

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION

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

EXHIBIT "A-1"

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

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

8/26/2021

EXHIBIT "B-1"

GRANT APPLICATION

Title

Council for Native Hawaiian Advancement

05/02/2024

id. 46411743

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

nick@hawaiiancouncil.org

Original Submission

05/02/2024

Score

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

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

◆◆ B. Project / Program Information

Project Description: One sentence that describes your project. (May be used in OED promotion such as press release)	In coordination with the County of Maui and Hawai'i Community Foundation, the Council for Native Hawaiian Advancement is constructing Phase two of the Maui Lani Ke Ao Malaria at Maui Lani, an interim housing project for wildfire-impacted residents. This project will consist of (16) units, in addition to the (34) units as part of phase one.
Date(s): List specific date(s) for project.	May 1, 2024
Location of Project	Kahului
Priority Focus Area: Select two areas	Economic Development
Are the funds you're applying for through the grant already anticipated or approved as proviso line items in the County of Maui's budget?	NO

◆◆ C. Grant Application Certification

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

The applicant certifies that the data in this application is true and correct and that the Applicant shall comply with the assurances set forth in this application, and the requirements of the General Terms and Conditions. Name and title of official(s) authorized to sign for applicant organization and project representative liable for deliverables: Must be listed as an owner, member or officer on DCCA Annual Filing, or must submit a corporate resolution identifying who may sign legal documents for the organization corporate resolution identifying who may sign legal documents for the organization.

Name of Authorized Representative	Kuhio Lewis
Title of Authorized Representative	Chief Executive Officer

Typed Signature of Authorized Representative	Kuhio Lewis
Optional: Name of Additional Project Authorized Representative	Nicholas Carroll
Optional: Title of Additional Project Authorized Representative	Chief of Staff

◆◆ D. Proposal Narrative

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

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

Background

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

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

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

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

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

Key Positions

Keith Fernandez - Project Manager:

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

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

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

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

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

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

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

Location: Tell us the location of your project, program, or event. List your specific venues such as Community Center or virtual such as Zoom.	The proposed project will be located in the Maui Lani subdivision, utilizing 9 parcels owned by the County of Maui (TMKs (2) 3-8-096-027 through 033, and (2) 3-8-096-052 through 053). These parcels already have access to essential services such as water, sewer, electricity, drainline, and conduit. Each parcel will accommodate two-bedroom modular homes, providing a total of 16 units. Each unit will have off-street parking for two vehicles. It is important to note that the County of Maui's Eighth Emergency Proclamation Relating to Wildfires suspends the compliance of building codes. However, CNHA intends to procure units that meet the Maui County Building code requirements to ensure that the housing options remain compliant even after the emergency proclamation is lifted.
Public Purpose(s): Public purpose means for the purpose of providing facilities or services for the benefit of the public in connection with, but not limited to, public health, safety or welfare.	CNHA is partnering with the County of Maui to construct 16 interim housing units in Kahului's Maui Lani subdivision specifically for families displaced by the wildfires in Lahaina. Although this location is not in West Maui, it will still foster a strong sense of community as all the families housed there will be from Lahaina. The Maui Lani project is conveniently situated near schools, medical facilities, and other essential services. It will provide temporary housing for a sub-group of Lahaina residents for the next three to five years.
Summary of your project should include activities and services to be provided.	Provide interim housing for (16) wildfire-impacted families
	3. Proposal Narrative
Goal 1: Your Goal is what you want to achieve. Creating a Brand, Increase Efficiency, or Providing an excellent Festival.	Establish a Right-of Entry with the County of Maui
Objective 1: Your Objectives should be specific, measurable, action-oriented, realistic, and timely.	To complete project due diligence and begin construction
For Goal 1, what are 4 actionable steps and timeline you plan to take? List out Step 1, Step 2, Step 3, and Step 4.	Step 1: Request for Right of Entry Step 2: Review Right of Entry Step 3: Finalize Right of Entry Step 4: Due Diligence and Construction

For Goal 1, what are 4 ways you plan to measure performance or impact? List out at least 4 performance measures.	n/a
Goal 2	Establish a grant of lease with the County of Maui
Objective 2	Allow for the three-to-five year lease to house wildfire-impacted families and secure the placement of modular units
For Goal 2, what are 4 actionable steps and timeline you plan to take? List out Step 1, Step 2, Step 3, and Step 4.	Step 1: Request for Lease Step: 2: Complete Grant Application Step 3: Request for County Council approval Step 4: Final execution of lease
For Goal 2, what are 4 ways you plan to measure performance or impact? List out at least 4 performance measures.	n/a
Goal 3	Construction
Objective 3	Step 1: Procure modular home builder and site work contractor Step 2: Complete Engineering Requirements Step 3: Submit for the approval from the Maui Lani Association Step 4: Begin development
For Goal 3, what are 4 actionable steps and timeline you plan to take? List out Step 1, Step 2, Step 3, and Step 4.	n/a
For Goal 3, what are 4 ways you plan to measure performance or impact? List out at least 4 performance measures.	The build of (16) modular homes will offer long term economic stability for Maui families displaced by the wildfire.

4. Economic Impact

Describe how your project will increase your organization's capacity by expanding an existing business and/or creating new jobs.	Maui already suffers from a limited housing inventory, especially affordable options. This project will offer (16) additional affordable options for Maui families.
Explain how this project will benefit Maui's economy, and answer the question, "Why should Maui County taxpayers fund this project?"	Maui already suffers from a limited housing inventory, especially affordable options. This project will offer (16) additional affordable options for Maui families.
Define and quantify the economic problems that need to be addressed.	As of April 26, 2024, a total of 693 families, constituting 83% of those seeking housing assistance through helpingmaui.org, have indicated a desire to stay in West Maui. Among these families, 56% express a preference specifically for residing within West Maui. There is a need to offer housing at rental rates significantly more affordable than the current inflated housing market, for this project to be a viable medium-term housing solution for families. Owners offering units at helpingmaui.org are asking median rents of $5,000, $7,000, and $9,000 per month for 1-, 2-, and 3-bedroom units in West Maui. But, displaced households cannot afford that without rental assistance, self-reporting that they can pay a median monthly rent of $1,500 for a 1-bedroom unit, and $2,000 for a 2- and 3-bedroom unit, which happen to be very close to the 2024 HUD Fair Market Rents for Maui: $1,701 for a 1-bedroom unit and $2,139 for a 2-bedroom unit. Note that even these rates are higher than the self-reported rents that these families were paying for their Lahaina housing pre-fire: $1,500 per month average.
Explain how the request will maintain or expand an existing program or establish a new one.	The Maui Lani development will establish additional housing inventory for wildfire-impacted families. This is the second phase of the project. Phase One opened its first unit in May 2024.
Target populations and Geographic Area	Wildfire-impacted families. Priority will be given to families with children, Lahaina primary resident property owners awaiting home construction, and seniors.

5. Marketing Plan

Please provide a marketing plan for your project including the use of local resources to promote your business, organization, project, or event.	none
Timeline: When will it start, how often.	n/a
Where? List Media Companies Both Digital and Traditional	n/a

6. Economic Self Sufficiency

How do you expect this project, program, or event to become economically self-sufficient in the future? Describe how you would accomplish this, including a detailed timeline and ways you will generate revenue or leverage the County funding with this project, program, or event.	CNHA will charge a monthly rent of approximately $2,500 per month per unit to offset the expenses contributed to property management, including insurance, utilities, maintenance, and repairs. If impacted are eligible for FEMA continued temporary housing assistance (CTHA), CNHA hopes to work with families to take advantage of their financial assistance while it is available. CNHA expects for the monthly rent to include water, sewer, and trash.

◆◆ E. Forms

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

Upload your Itemized Project Budget & Narrative

Maui_Lani_Project_Budget_PHASE_II.xlsx

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

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

Fairways_at_Maui_Lani_Lots_27-33_Site_Plan_4-24-202452.pdf

Required Documents

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

Upload Certificate of Vendor Compliance

05.01.2024_Certificate_of_Compliance.pdf

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

Upload Current DCCA Filing

CNHA_Annual_Report_240130.pdf

IRS W-9 FORM Download form at: irs.gov/pub/irs-pdf/fw9.pdf

Upload IRS W-9 Form

CNHA_W9_2023_1.pdf

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

Upload Current Financial Statement

CNHA_Financials.pdf

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

Upload Bylaws

CURRENT_Bylaws_as_of_09.29.2021.pdf

	OPTIONAL: CERTIFICATE OF INSURANCE NOT required at the time of application submission, but required prior to execution of grant.
Optional: Upload Certificate of Insurance	
	Health and Safety Protocal The County of Maui is committed to encouraging mitigation measures to combat potential health risks associated with COVID-19. The Healthy and Safety of our communities are always a priority.
□□ You are about to submit your application. □□	**The County of Maui Office of Economic Development will roll applications into the next review period if they are submitted after the following deadlines: May 15th, 2023, November 1st, 2023, and February 1st, 2023. Correcting mistakes or making edits after your application has been submitted is not allowed. For additional information, please visit: THIS WEBSITE. For any technical questions about the platform, please visit THIS WEBSITE. Please review your answers carefully and double-check that all attachments are correct before you submit your application. When your application has been received, you will receive an e-mail confirmation. If you do not receive a confirmation email, you may not receive other communications about the status of your application. Be sure to check the following information: Check which email address you used to set up your Submittable account and ensure it was entered correctly. Make sure your application is not still saved as a draft. Check the junk/spam filters for your email account. Emails are sent from notifications@email.submittable.com. Safelist the Submittable email address. Safelisting an email address means explicitly telling your email service provider that emails from notifications@email.submittable.com are not spam or junk mail. How can I safelist notifications from Submittable?