

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

Resolution No. 24-115

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. TOSHIYOSHI
Deputy Corporation Counsel
County of Maui

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

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Chris P. Lee", written over a horizontal line.

Upon the request of the Mayor.

EXHIBIT "1"

AMENDMENT TO GRANT OF LEASE OF COUNTY REAL PROPERTY

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

Table 1

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

100

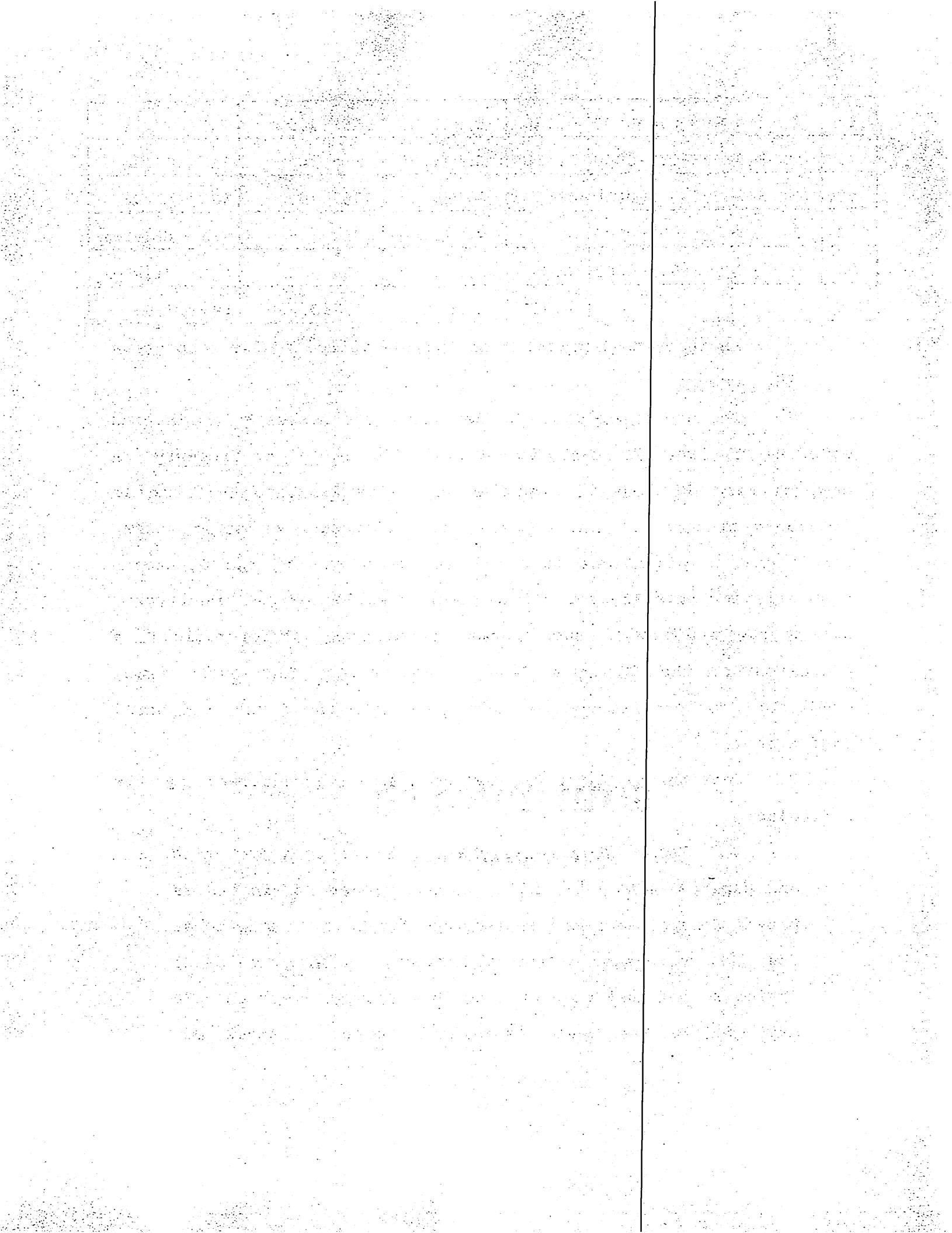
48	(2) 3-8-096-048-0000	0.1562	6,803.00	\$365,300	\$17,242.16
49	(2) 3-8-096-049-0000	0.1592	6,936.00	\$366,300	\$17,289.36
50	(2) 3-8-096-050-0000	0.1626	7,081.00	\$367,400	\$17,341.28
52	(2) 3-8-096-052-0000	0.093	4,041.00	N/A	N/A - driveway
53	(2) 3-8-096-053-0000	0.073	3,193.00	N/A	N/A - driveway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

[illegible]

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)

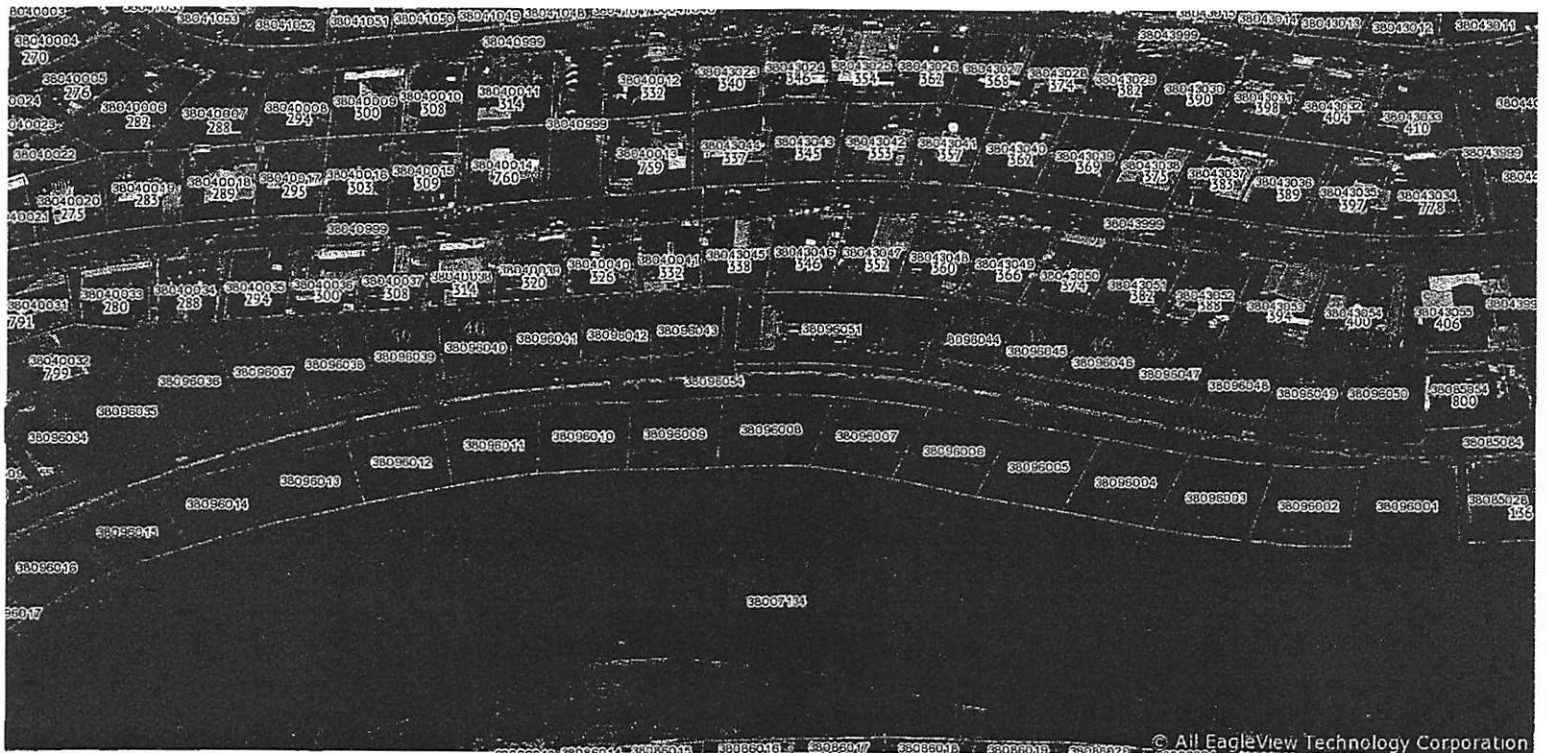


EXHIBIT "B-1"
GRANT APPLICATION

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 Kinoaiki 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 +18086812191
or Fiscal Agent
Contact's Phone
Number

EXT

◆◆ B. Project / Program Information

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

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

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

Location of Project Kahului

Priority Focus Area: Economic Development
Select two areas

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

◆◆ C. Grant Application Certification

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

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

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

Name of Authorized
Representative

Kuhio
Lewis

Title of Authorized
Representative

Chief Executive Officer

The following information was obtained from the records of the [redacted] Department of the Interior, Bureau of Land Management, regarding the [redacted] land grant to the [redacted] State of California.

[The remainder of the page contains extremely faint, illegible text.]

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the investigation. The investigator must identify the problem and the scope of the investigation.

2. The second step is the collection of data. This is done by the investigator who is responsible for the investigation. The investigator must collect data that is relevant to the problem and the scope of the investigation.

3. The third step is the analysis of the data. This is done by the investigator who is responsible for the investigation. The investigator must analyze the data to determine the cause of the problem and the scope of the investigation.

4. The fourth step is the development of a solution. This is done by the investigator who is responsible for the investigation. The investigator must develop a solution that addresses the problem and the scope of the investigation.

5. The fifth step is the implementation of the solution. This is done by the investigator who is responsible for the investigation. The investigator must implement the solution and monitor its effectiveness.

6. The sixth step is the evaluation of the solution. This is done by the investigator who is responsible for the investigation. The investigator must evaluate the solution to determine if it has been successful in addressing the problem and the scope of the investigation.

7. The seventh step is the documentation of the solution. This is done by the investigator who is responsible for the investigation. The investigator must document the solution and the results of the investigation.

8. The eighth step is the communication of the solution. This is done by the investigator who is responsible for the investigation. The investigator must communicate the solution to the relevant parties.

9. The ninth step is the follow-up. This is done by the investigator who is responsible for the investigation. The investigator must follow-up on the solution to ensure that it is being implemented and monitored.

10. The tenth step is the review. This is done by the investigator who is responsible for the investigation. The investigator must review the solution and the results of the investigation to determine if it has been successful in addressing the problem and the scope of the investigation.

[illegible][illegible]

Typed Signature of
Authorized
Representative

Kuhio Lewis

Optional: Name of
Additional Project
Authorized
Representative

Nicholas
Carroll

Optional: Title of
Additional Project
Authorized
Representative

Chief of Staff

◆◆ D. Proposal Narrative

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

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

Background

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

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

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

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

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF PHYSICS

PHYSICS 350
LECTURE 10
THERMODYNAMICS

1. The first law of thermodynamics states that the change in internal energy of a system is equal to the heat added to the system minus the work done by the system. This is expressed mathematically as $\Delta U = Q - W$.

2. The second law of thermodynamics states that the entropy of an isolated system never decreases. This is expressed mathematically as $\Delta S \geq 0$.

3. The third law of thermodynamics states that the entropy of a perfect crystal at absolute zero is zero. This is expressed mathematically as $S = 0$ at $T = 0$.

4. The Gibbs free energy is a thermodynamic potential that can be used to predict the direction of spontaneous processes. It is defined as $G = U - TS + pV$.

5. The Helmholtz free energy is another thermodynamic potential that can be used to predict the direction of spontaneous processes. It is defined as $A = U - TS$.

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

Key Positions

Keith Fernandez - Project Manager:

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

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

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

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

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

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

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

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's views on the state of the Union and the progress of the war.

2. The second part of the document is a report from the Secretary of the War Department, dated January 10, 1862. It contains a detailed account of the military operations of the Army during the year 1861, and a statement of the resources of the War Department.

3. The third part of the document is a report from the Secretary of the Navy Department, dated January 10, 1862. It contains a detailed account of the operations of the Navy during the year 1861, and a statement of the resources of the Navy Department.

4. The fourth part of the document is a report from the Secretary of the Department of the Interior, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the resources of the Department.

5. The fifth part of the document is a report from the Secretary of the Department of the Treasury, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the resources of the Department.

6. The sixth part of the document is a report from the Secretary of the Department of the Army, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the resources of the Department.

7. The seventh part of the document is a report from the Secretary of the Department of the Navy, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the resources of the Department.

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

3. Proposal Narrative

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

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

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

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

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

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

Goal 3 Construction

Objective 3 Step 1: Procure modular home builder and site work contractor

Step 2: Complete Engineering Requirements

Step 3: Submit for the approval from the Maui Lani Association

Step 4: Begin development

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

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

4. Economic Impact

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

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

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

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

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

As of April 26, 2024, a total of 693 families, constituting 83% of those seeking housing assistance through helpingmaui.org, 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

1. The first part of the report deals with the general situation of the country and the progress of the work.

2. The second part of the report deals with the results of the work and the progress of the work.

3. The third part of the report deals with the results of the work and the progress of the work.

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17. The seventeenth part of the report deals with the results of the work and the progress of the work.

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23. The twenty-third part of the report deals with the results of the work and the progress of the work.

24. The twenty-fourth part of the report deals with the results of the work and the progress of the work.

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27. The twenty-seventh part of the report deals with the results of the work and the progress of the work.

28. The twenty-eighth part of the report deals with the results of the work and the progress of the work.

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

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

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

6. Economic Self Sufficiency

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

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

◆◆ E. Forms

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

Upload your Itemized Project Budget & Narrative

Maui_Lani_Project_Budget_PHASE_II.xlsx

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

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

Fairways_at_Maui_Lani_Lots_27-33_Site_Plan_4-24-202452.pdf

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. If there is a significant difference, a problem is identified.

[illegible][illegible]

1. *Explain the importance of the following factors in the development of a country's economy:*
 (a) *Human resources*
 (b) *Capital resources*
 (c) *Technology*
 (d) *Infrastructure*
 (e) *Government policy*
 (f) *International trade*
 (g) *Investment*
 (h) *Education*
 (i) *Healthcare*
 (j) *Environment*
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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes with the objectives and goals to determine the effectiveness of the project and identify areas for improvement.

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015.

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Journal of Management Education 30(6)

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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

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

Optional: Upload
Certificate of
Insurance

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

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

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

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES

REPORT OF THE
COMMISSION ON THE
STRUCTURE OF THE
ATMOSPHERE

THE UNIVERSITY OF CHICAGO
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PUBLISHED BY THE
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CHICAGO, ILLINOIS
1964