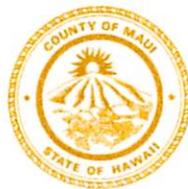


MICHAEL P. VICTORINO
 Mayor
 MICHELE CHOUTEAU MCLEAN, AICP
 Director
 JORDAN E. HART
 Deputy Director



DEPARTMENT OF PLANNING
 COUNTY OF MAUI
 ONE MAIN PLAZA
 2200 MAIN STREET, SUITE 315
 WAILUKU, MAUI, HAWAII 96793

RECEIVED
 2020 NOV -5 AM 9:43
 OFFICE OF THE MAYOR

November 4, 2020

Honorable Michael P. Victorino
 Mayor, County of Maui
 200 South High Street
 Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Michael P. Victorino
 Mayor
 11/4/20
 Date

RECEIVED
 2020 NOV -6 AM 11:01
 OFFICE OF THE COUNTY CLERK

For Transmittal to:

Honorable Alice L. Lee, Chair
 and Members of the Maui County Council
 200 South High Street
 Wailuku, Hawaii 96793

Dear Chair Lee and Members:

SUBJECT: DEPARTMENT OF PLANNING-INITIATED COMMUNITY PLAN AMENDMENT AND CHANGE OF ZONING FOR THE COUNTY OF MAUI AND HALE MAKUA HEALTH SERVICES FOR APPROXIMATELY 34.082 ACRES OF LAND, LOCATED AT TMK: (2) 3-8-007:097 IN KAHULUI, MAUI, HAWAII (CPA 2018/0006), (CIZ 2018/0007)

The Department of Planning (Department) is transmitting for your review and action the Community Plan Amendment (CPA) and Change of Zoning (CIZ) applications initiated by the Department on behalf of the County of Maui and Hale Makua Health Services. A summary of the application is as follows:

APPLICATION SUMMARY	
Application	CPA, CIZ
Applicant	Not applicable (the matter was initiated by Department Director Michele McLean)
Owner	County of Maui
Tax Map Key	(2) 3-8-007:097
Address	Kahului Community Center Park, Kahului, Island of Maui, Hawaii
Area	Approximately 34.082 acres

Honorable Michael P. Victorino, Mayor
 For Transmittal to:
 Honorable Alice L. Lee, Chair
 November 4, 2020
 Page 2

APPLICATION SUMMARY	
Current Land Use Designations	State Urban District Maui Island Plan: Urban Growth Boundary and Outside Protected Areas Wailuku-Kahului Community Plan: Park/Multi-Family (In the staff report, the Community Plan designation was shown on the map to be just Park; but, it was re-verified, and a small portion is also Multi-Family, as shown on the map attached to the draft ordinance) Title 19, Zoning: R-2 Residential District Other: Outside Special Management Area (SMA)
Brief Description	<p>The Department of Planning is initiating the proposed entitlements, a Community Plan Amendment from Park/Multi-Family to Public/Quasi-Public and Change of Zoning from R-2 Residential District to P-2 Public/Quasi-Public District. The entitlement actions are being initiated so that there is land use and zoning consistency. The existing uses would not typically be permitted in the County's R-2 Residential District. Hale Makua has plans for the expansion of existing and creation of new programs and facilities at KCC, and the zoning change would enable this to occur. Also, if there is an event of catastrophic loss, the proposed entitlements will enable the properties to be improved or rebuilt to the development standards for the P-2 Public/Quasi-Public District. Also, the land use changes will ensure that the zoning is consistent with the Public/Quasi-Public Community Plan designations for the property.</p> <p>No development is proposed at this time.</p>
Public Hearing	Held by Maui Planning Commission (Commission) on June 23, 2020 via BlueJeans.
Testimony	None
Recommendation	The Commission recommended approval of the Community Plan Amendment and Change of Zoning for the parcel.

The Commission reviewed the subject application at its June 23, 2020 public meeting and recommended approval of the CPA 2018/0006 and CIZ 2018/0007 with no conditions on the zoning to the Maui County Council (Council):

As Council approval is required, the Department respectfully transmits the subject application to the Council for consideration. Accordingly, attached for your review are the following documents:

Honorable Michael P. Victorino, Mayor
For Transmittal to:
Honorable Alice L. Lee, Chair
November 4, 2020
Page 3

1. Proposed bills entitled, "A BILL FOR AN ORDINANCE TO AMEND THE COMMUNITY PLAN DESIGNATION FROM PARK AND MULTI-FAMILY TO PUBLIC/QUASI-PUBLIC FOR PROPERTY SITUATED AT KAHULUI, MAUI, HAWAII, TMK (2) 3-8-007:097" and "A BILL FOR AN ORDINANCE TO CHANGE ZONING FROM R-2 RESIDENTIAL DISTRICT TO P-2 PUBLIC/QUASI PUBLIC FOR PROPERTY SITUATED AT KAHULUI, MAUI, HAWAII, TMK (2) 3-8-007:097";
2. Department's Report and Recommendation to the Commission dated June 23, 2020;
3. Adopted Minutes of the June 23, 2020 Commission meeting; and
4. Letter dated July 31, 2020 regarding Recommendation of Approval by Commission;

Thank you for your attention to this matter. Should you have any questions, please feel free to transmit them to the Department of Planning via transmittal through the Office of the Mayor.

Sincerely,



MICHELE MCLEAN, AICP
Planning Director

Attachments

xc: Clayton I. Yoshida, AICP, Planning Program Administrator (PDF)
Ann T. Cua, Supervising Staff Planner (PDF)
Tara K. Furukawa, Staff Planner (PDF)
Maui Planning Commission Members (PDF)
Wesley Lo, Chief Executive Officer, Hale Makua Health Services (PDF)
Michael T. Munekiyo, Chairman, Munekiyo Hiraga (PDF)

MCM:TKF:lp

Project File

K:\WP_DOCS\Planning\CPA\2018\0006_HaleMakua_Park-Public_QP\ReportToDecision\TransmittalToCouncil.doc

ORDINANCE NO. _____

BILL NO. _____ (2020)

A BILL FOR AN ORDINANCE TO AMEND THE COMMUNITY PLAN
DESIGNATION FROM PARK AND MULTI-FAMILY TO PUBLIC/QUASI PUBLIC
FOR PROPERTY SITUATED AT KAHULUI, MAUI, HAWAII,
TAX MAP KEY (2) 3-8-007:097

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

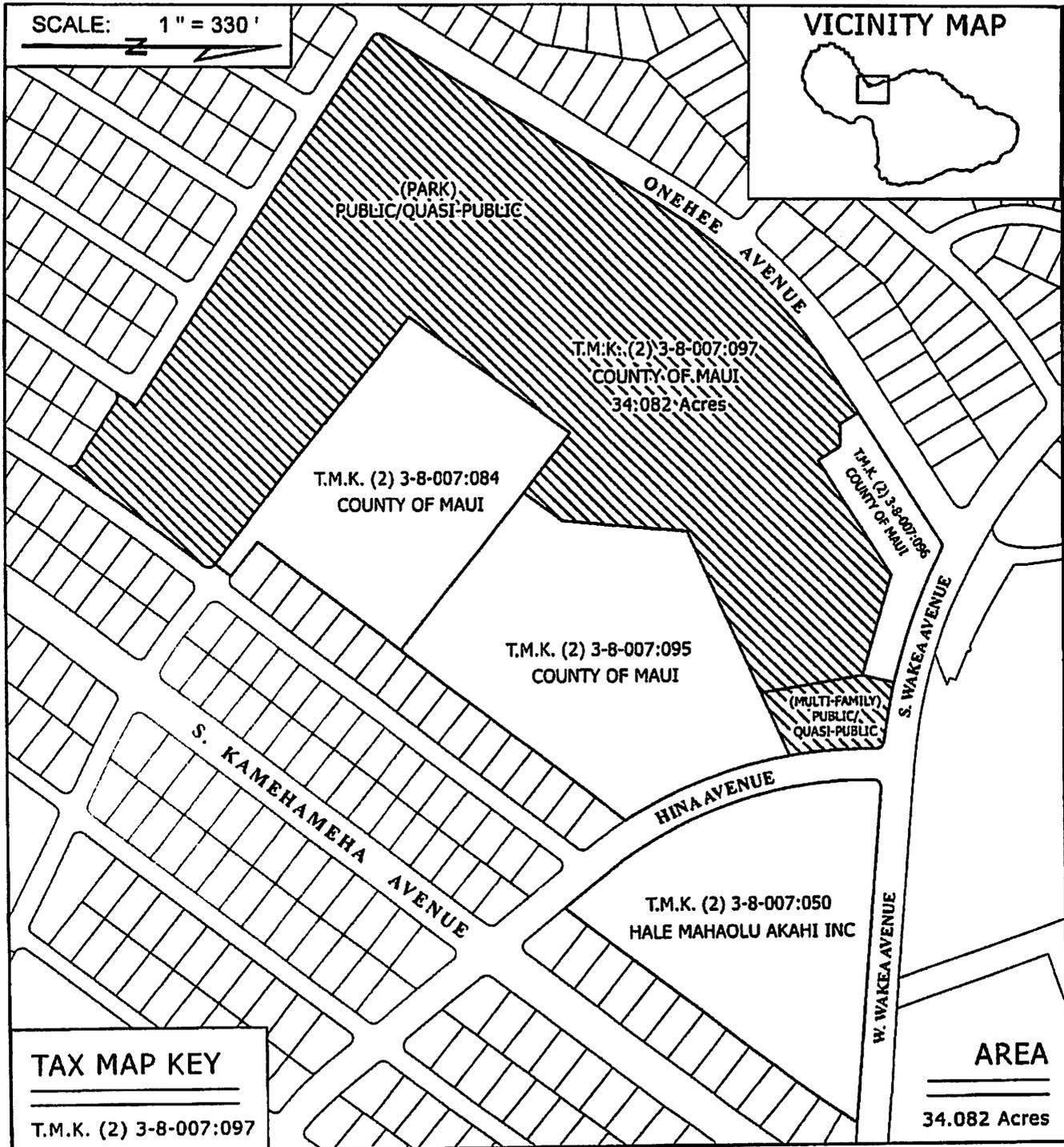
SECTION 1. Pursuant to Chapters 2.80B, Maui County Code, a community plan amendment from Park (32.932 acres) and Multi-Family (1.15 acres) to Public/Quasi Public is hereby granted for that certain real property situated at Kahului, Maui, Hawaii, and identified for real property tax purposes as tax map key (2) 3-8-007:097, comprised of approximately 34.082 acres total, as more particularly described in Community Plan Map 434, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND
LEGALITY:

/s/ Michael J. Hopper

MICHAEL J. HOPPER
Department of the Corporation Counsel
County of Maui
2020-1602
2020-10-21 Ord Hale Makua CPA



COMMUNITY PLAN MAP NO. 434

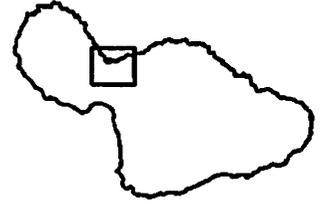
COMMUNITY PLAN AMENDMENT-KAHULUI, MAUI, HAWAII
FROM PARK (P) and MULTI-FAMILY (MF) TO
PUBLIC/QUASI-PUBLIC (P/QP)

CPA 2018/0006

SCALE: 1" = 330'



VICINITY MAP



T.M.K. (2) 3-8-007:097
COUNTY OF MAUI
34.082 Acres

T.M.K. (2) 3-8-007:084
COUNTY OF MAUI

T.M.K. (2) 3-8-007:095
COUNTY OF MAUI

T.M.K. (2) 3-8-007:050
HALE MAHAOLU AKAHI INC

S. KAMEHAMEHA AVENUE

HINA AVENUE

ONEHEE AVENUE

T.M.K. (2) 3-8-007:086
COUNTY OF MAUI

S. WAKEA AVENUE

W. WAKEA AVENUE

TAX MAP KEY

T.M.K. (2) 3-8-007:097

AREA

34.082 Acres

LAND ZONING MAP NO. L-215

CHANGE IN ZONING-KAHULUI, MAUI, HAWAII FROM R-2 RESIDENTIAL TO P-1 PUBLIC/QUASI-PUBLIC

CIZ 2018/0006

EXHIBIT "A"

BEFORE THE MAUI PLANNING COMMISSION

COUNTY OF MAUI

STATE OF HAWAII

In The Matter Of Applications Of

MICHELE MCLEAN, DIRECTOR, COUNTY
OF MAUI, DEPARTMENT OF PLANNING
ON BEHALF OF THE COUNTY OF MAUI
AND HALE MAKUA

To Obtain a Community Plan Amendment
from Park to Public/Quasi-Public and a
Change of Zoning from R-2 Residential
District to P-2 Public/Quasi Public District
For Approximately 34.082 Acres of Land at
Tax Map Key: (2) 3-8-007:097, Kahului,
Maui, Hawaii

DOCKET NO. CPA 2018/0006
CIZ 2018/0007

County of Maui and Hale Makua

(T. Furukawa)

MAUI PLANNING DEPARTMENT'S REPORT
TO THE MAUI PLANNING COMMISSION

JUNE 23, 2020

DEPARTMENT OF PLANNING
COUNTY OF MAUI
2200 MAIN STREET
WAILUKU, MAUI, HAWAII 96793

BEFORE THE MAUI PLANNING COMMISSION

COUNTY OF MAUI

STATE OF HAWAII

In The Matter Of Applications Of

MICHELE MCLEAN, DIRECTOR, COUNTY OF MAUI, DEPARTMENT OF PLANNING ON BEHALF OF THE COUNTY OF MAUI AND HALE MAKUA

To Obtain a Community Plan Amendment from Park to Public/Quasi-Public and a Change of Zoning from R-2 Residential District to P-2 Public/Quasi Public District For Approximately 34.082 Acres of Land at Tax Map Key: (2) 3-8-007:097, Kahului, Maui, Hawaii

DOCKET NO. CPA 2018/0006
CIZ 2018/0007

County of Maui and Hale Makua

(T. Furukawa)

DESCRIPTION OF THE PROJECT

Michele McLean, Planning Director, is initiating the necessary land use entitlements for land use and zoning consistency for the site that is currently the Kahului Community Center Park (KCC). A Community Plan Amendment is being sought for approximately 34.082 acres at TMK (2) 3-8-007:097 from Park/Multi-Family to Public/Quasi-Public and a Change of Zoning is being sought from R-2 Residential District to P-2 Public/Quasi-Public District for the property. No development or change in use is being proposed at this time.

Currently, Hale Makua is located on an 8.02-acre parcel located adjacent to Parcel 97 at TMK (2) 3-8-007:084. See Community Plan Amendment and Zoning Maps, an aerial photograph and site photographs attached as Exhibits 1-4. The County owns Parcel 97; however, the County planned to lease approximately 7.401 acres of land to Hale Makua in order to advance the entities' shared vision to provide state-of-the-art rehabilitation and senior living facilities, health care services and senior-oriented recreational facilities. Resolution 18-163 was adopted by the Maui County Council on October 5, 2018 for a 75-year lease agreement with Hale Makua for approximately 7.401 acres of land. See Exhibit 5. The County's lease agreement for the approximately 7.401 acres consists of 2.831 acres containing the gate ball field with field house (Phase 1) and 4.570 acres containing the Kahului Community Center with annex, also referred to as the Performing Arts building, and surrounding area (Phase 2). The control and management of Phase 1 would be transferred to Hale Makua upon execution of the Lease Agreement. Control and management of Phase 2 would be transferred at a time mutually agreed upon by the Department of Parks and Recreation and Hale Makua. It should be noted that the lease has not yet been executed by the Mayor because of issues associated with park funding.

Hale Makua was founded in 1946 as a residential care facility for Maui elders who did not have anyone to care for them and could not afford care. After World War II, members of the community and the Young Buddhist Association raised funds to build Hale Makua's first 24-bed home in Happy Valley. In 1953, Hale Makua was given the Malulani Hospital Facilities, where Hale Makua Wailuku later opened in 1968 as a 124-bed nursing home. In 1968, Hale Makua pioneered in-home health services for those preferring to remain at home for treatment. Due to growing demand, Hale Makua Kahului opened in 1978. In 1987, an adult day health program was established for those requiring rehabilitative and restorative health services. In 1996, the Weinberg Care Center opened with 118 beds. A short-stay rehabilitation wing with 16 beds was added in 2002. In 2007, Hale Makua was recognized as the first and only Eden Alternative registered home in the state. In 2013, an Adult Residential Care Home was established for those needing minimal to moderate assistance with personal care in a home environment.

Today, Hale Makua provides services that include adult day healthcare, adult residential care, home health, long-term care and rehabilitation. Hale Makua's objective is to inspire well-being and independence, while striving to improve the lives of care recipients through the provision of compassionate, personalized health service in their home and those of their patients. Hale Makua's values include compassion, and they try to provide service with kindness, understanding dignity and respect; a commitment to provide quality service, playing a vital role in the community and serving the Maui community; improving patient's well-being, providing high quality care; and collaboration with the community and industry with honesty and integrity.

PROJECT NEED

Hale Makua has been working with the Maui County Council's Healthy Families and Communities Committee on a County grant-funded Health Impact Assessment (HIA). The Islander Institute was hired to conduct the HIA. The Institute recently conducted a statewide Community Health Needs Assessment, and it is building upon that effort. The Community Health Needs Assessment included a description of a more holistic and realistic picture of health, how community health affects individual health and how health care can do better at earning people's trust. The goal of the HIA is to understand the various factors that affect community health, with particular focus on kupuna. The HIA will also identify opportunities to build greater health and help guide future endeavors. The Institute met with approximately 150 people, including various stakeholders, nonprofits, businesses, and individuals to gather information about health and the community to derive a shared vision of community health. The conversations have been broad with people recognizing all health factors, including cost of living, transportation, housing, social activity, community cohesion, and health services.

The findings of the HIA will help drive the development of a Master Plan for the parcel. Resolution 18-164, adopted on October 5, 2018, urged the Mayor to develop a Master Plan in coordination with Hale Makua. See **Exhibit 6**. The Plan would guide the expansion of existing and creation of new programs and facilities at KCC, including services, senior and intergenerational recreational activities, a new County senior center with transportation, dining and volunteer programs. The Plan would include input from the community to ensure that KCC user groups are considered. Upon completion of the Plan, the County and Hale Makua would seek Council approval to lease the remaining portions of KCC.

In the more immediate future, Hale Makua plans to eventually develop a 2.831-acre portion of Parcel 97 with a new Skilled Nursing/Outpatient Rehabilitation Facility. An

Environmental Assessment will be prepared and published by the Office of Environmental Quality Control later this year.

TIMELINE

- | | |
|--------------------|--|
| 1946 | Hale Makua founded as a residential care facility for Maui elders who did not have anyone to care for them and could not afford care. |
| After World War II | community members and the Young Buddhist Association raise funds to build Hale Makua's first 24-bed home in Happy Valley |
| 1953 | Malulani Hospital Facilities given to Hale Makua |
| 1968 | Hale Makua opens 124-bed nursing home where Malulani Hospital Facilities were previously located. Hale Makua pioneered in-home health services for those preferring to remain at home for treatment. |
| 1978 | Hale Makua Kahului opened |
| 1987 | An adult day health program was established for those requiring rehabilitative and restorative health services. |
| January 22, 1993 | A Community Plan Amendment is granted from Park to Public/Quasi Public for TMK (2) 3-8-007:097 (por.). A Change in Zoning is granted from R-3 Residential District to Public/Quasi-Public District for the approximately 2.412 acres of Parcel 97 and approximately 5.608 acres of TMKs (2) 3-8-007:084. The property, which is now identified solely as Parcel 84, is the current location of Hale Makua Kahului. |
| 1996 | Weinberg Care Center opened with 118 beds. |
| 2002 | Weinberg Care Center added a short-stay rehabilitation wing with 16 beds. |
| 2007 | Hale Makua was recognized as the first and only Eden Alternative registered home in the state. |
| 2013 | An Adult Residential Care Home was established for those needing minimal to moderate assistance with personal care in a home environment. |

Pursuant to MCC Chapter 2.80B General Plan and Community Plans, Section 2.80B.100 Non-decennial amendments to community plans proposed by the director of planning or the council, "all proposed amendments shall be referred to the appropriate planning commission for findings and recommendations. Proposals for non-decennial amendments to a community plan made pursuant to this section shall be processed in accordance with sections 8-8.4 and 8-8.6 of the charter." Applications shall follow the procedures set out in MCC sections 19.510.010 and 19.510.020. Although HRS Chapter 343 states that an Environmental Assessment (EA) or Environmental Impact Statement (EIS) shall be submitted along with the application for a community plan amendment, the preparation of an EA or EIS is not triggered for community plan amendments initiated by the County, whether by Council or Administration.

DESCRIPTION OF THE PROPERTY

1. Land Use Designations:

<u>Parcel 97</u>	<u>Current</u>	<u>Proposed</u>
State Land Use District	Urban	No change
Maui Island Plan	Urban Growth Boundary.....	No change
.....	Outside Protected Areas	No change
Wailuku-Kahului Community Plan (See Exhibit 7).	Park/Multi-Family	Public/Quasi-Public
County Zoning	R-2 Residential District.....	P-2 Public/ Quasi-Public District
(See Exhibit 8)		

2. Surrounding Uses:

North.....Hale Mahaolu-Elua, Hale Mahaolu-Akahi, Wakea Avenue/Queen Kaahumanu Center
 South.....Kaimana Street, Uhu Street, single family residential lots
 East.....Hale Makua, Hale Mahaolu-Elua, Hale Mahaolu-Akahi, single-family residential lots
 West.....Onehee Avenue, single family residential lots

APPLICABLE REGULATIONS

Community Plan Amendment

Pursuant to the Maui County Charter (Charter), Section 8-8.4 Planning Commissions, the Commission shall "review the general plan and revisions thereof prepared by the planning director or at the request of the council. The commission shall hold public hearings on such plans and revisions thereof and shall transmit them, with its findings and recommendations to the council for consideration and action no later than 180 days after the final public hearing."

Pursuant to Charter Section 8-8.6 Adoption of General Plan and Other Land Use Ordinances, "revisions to the general plan proposed by the planning director shall be reviewed and acted upon by the council no later than one year after receipt of the transmittal from the planning director."

Pursuant to MCC Chapter 2.80B General Plan and Community Plans, Section 2.80B.100 Non-decennial amendments to community plans proposed by the director of planning or the council, "all proposed amendments shall be referred to the appropriate planning commission for findings and recommendations. Proposals for non-decennial amendments to a community plan made pursuant to this section shall be processed in accordance with sections 8-8.4 and 8-8.6 of the charter." Applications shall follow the procedures set out in MCC sections 19.510.010 and 19.510.020. Although HRS Chapter 343 states that an Environmental Assessment (EA) or Environmental Impact Statement (EIS) shall be submitted along with the application for a community plan amendment, the preparation of an EA or EIS is not triggered for community plan amendments initiated by the County, whether by Council or Administration.

Change in Zoning

Pursuant to Section 19.510.040(A)(4)(a), MCC, "Change in Zoning," the appropriate planning commission shall hold a public hearing on all applications for zoning changes and make a recommendation to the County Council. The County Council may grant a change in zoning if all the following criteria are met:

- a. The proposed request meets the intent of the general plan and the objectives and policies of the community plans of the county;
- b. The proposed request is consistent with the applicable community plan land use map of the county;
- c. The proposed request meets the intent and purpose of the district being requested;
- d. The application, if granted, would not adversely affect or interfere with public or private schools, parks, playgrounds, water systems, sewage and solid waste disposal, drainage, roadway and transportation systems, or other public requirements, conveniences and improvements;
- e. The application, if granted, would not adversely impact the social, cultural, economic, environmental, and ecological character and quality of the surrounding area; and
- f. If the change in zoning application involves the establishment of an agricultural district with a minimum lot size of two acres, an agricultural feasibility study shall be required and reviewed by the Department of Agriculture and the United States Soil and Conservation Service.

Pursuant to MCC 19.510.050 Conditional Zoning, the County Council may impose conditions upon the applicant's use of the property. The conditions shall be imposed if the Council finds them necessary to prevent circumstances which may be adverse to the public health, safety and welfare. The conditions shall be reasonably conceived to mitigate the impacts emanating from the proposed land and shall meet the following criteria:

- 1. That the public shall be protected from the potentially deleterious effects of the proposed use; and
- 2. That the need for public services created by the proposed use shall be fulfilled.

PROCEDURAL MATTERS

- 1. On March 7, 2019, a transmittal was sent to the following reviewing agencies:

Agency	Comments	Exhibit Number
County Departments		
Dept. of Environmental Management (DEM)	See Comments	Exhibit 9

Response to DEM		Exhibit 10
Dept. of Finance-Real Prop. Assessment	No Comment	Exhibit 11
Dept. of Housing & Human Concerns	No Comment	Exhibit 12
Dept. of Parks & Recreation	See Comments	Exhibit 13
Dept. of Public Works	No Comment	Exhibit 14
Dept of Transportation	No Comment	Exhibit 15
Dept. of Water Supply	See Comments	Exhibit 16
Fire & Public Safety	See Comments	Exhibit 17
Police Department	No Comment	Exhibit 18
State Departments		
Dept of Health, Maui	No Comment	Exhibit 19
Dept. of Human Services	No Comment	Exhibit 20
Dept. of Land & Natural Resources-State Historic Preservation Division	See Comments	Exhibit 21
Other		
Maui Electric Company	No Response	

2. On May 7, 2020, the Maui Planning Department emailed the Applicant and consultant, notifying them of the scheduled public hearing.
3. On May 22, 2020, a Notice of Hearing on the applications was published in the Maui News by the Maui Planning Department.
4. The subject application does not involve an action that triggers compliance of Chapter 343, Hawaii Revised Statutes, relating to Environmental Impact Statements.

ANALYSIS

State Land Use

The proposed action is in conformance with the goals, objectives and policies of the Hawaii State Plan.

- o A strong, viable economy, characterized by stability, diversity, and growth, that enables the fulfillment of the needs and expectations of Hawaii's present and future generations.
- o A desired physical environment, characterized by beauty, cleanliness, quiet, stable natural systems, and uniqueness, that enhances the mental and physical well-being of the people.
- o Physical, social, and economic well-being for individuals and families in Hawaii that nourishes a sense of community responsibility, of caring and of participation in community life.

Objectives and Policies of the Hawaii State Plan

The existing use is in conformance with the following objectives and policies of the Hawaii State Plan:

Chapter 226-13, HRS, Objectives and Policies for the Physical Environment-Land, Air and Water Quality.

To achieve the land, air and water quality objectives, it shall be the policy of this state to:

- 7) Encourage urban developments in close proximity to existing services and facilities.

Chapter 226-13, HRS, Objectives and Policies for Socio-Cultural Advancement-Housing.

To achieve the housing objectives, it shall be the policy of this State to:

- 1) Effectively accommodate the housing needs of Hawaii's people.
- 2) Stimulate and promote feasible approaches that increase housing choices for low-income, moderate-income, and gap-group households.
- 3) Increase home ownership and rental opportunities and choices in terms of quality, location, cost, densities, style, and size of housing.
- 4) Promote appropriate improvement, rehabilitation, and maintenance of existing housing units and residential areas.

State Land Use Designation. The subject property is in the State Urban District. According to the Hawaii Administrative Rules §15-15-24, permissible uses are "(a)ny and all uses permitted by the counties, either by ordinances or rules may be allowed within this district, subject to any conditions imposed by the commission pursuant to section 205-4(g), HRS." The existing use is permitted in the State Urban District, and no change to the designation is currently being proposed.

County of Maui 2030 General Plan Countywide Policy Plan (CPP)

The CPP replaced the General Plan as adopted in 1990 and amended in 2002. The CPP provides broad goals, objectives, policies, and implementing actions that portray the desired direction of the County's future. This includes: (1) a vision statement and core values for the County to the year 2030; (2) an explanation of the plan-making process; (3) a description and background information regarding Maui County today; (4) identification of guiding principles; and (5) a list of countywide goals, objectives, policies, and implementing actions related to the following core themes:

- o Protect the Natural Environment
- o Preserve Local Cultures and Traditions
- o Improve Education
- o Strengthen Social and Healthcare Services
- o Expand Housing Opportunities for Residents
- o Strengthen the Local Economy
- o Improve Parks and Public Facilities
- o Diversify Transportation Options
- o Improve Physical Infrastructure
- o Promote Sustainable Land Use and Growth Management

- Strive for Good Governance

The proposed action is in keeping with the following Countywide Policy goals, objectives, policies and actions.

THEME: *Strengthen Social and Healthcare Services.*

GOAL: *Health and social services in Maui County will fully and comprehensively serve all segments of the population.*

Objective: *In cooperation with the Federal and State governments and nonprofit agencies, broaden access to social and healthcare services and expand options to improve the overall wellness of the people of Maui County.*

Policies:

- c. *Support expanded long-term-care options, both in institutions and at home, for patients requiring ongoing assistance and medical attention.*
- d. *Encourage the expansion and improvement of local hospitals, facilitate the establishment of new healthcare facilities, and facilitate prompt and high-quality emergency- and urgent-care services for all.*

THEME: *Expand Housing Opportunities for Residents.*

GOAL: *Quality, island-appropriate housing will be available to all residents.*

Objective: *Reduce the affordable housing deficit for residents.*

Policies:

- a. *Ensure that an adequate and permanent supply of affordable housing, both new and existing housing units, is made available for purchase or rental to our resident and/or workforce population, with special emphasis on providing housing for low- to moderate-income families, and ensure that all affordable housing remains affordable in perpetuity.*
- e. *Provide for a range of senior-citizen and special needs housing choices on each island that affordability facilitates a continuum of care and services.*

- k. *Ensure residents are given priority to obtain affordable housing units developed in their communities, consistent with all applicable regulations.*
- q. *Support the opportunity to age in place by providing accessible and appropriately designed residential units.*

Objective: Increase and maintain the affordable housing inventory.

Policies:

- a. *Recognize housing as a basic human need, and work to fulfill that need.*
- c. *Improve communication, collaboration, and coordination among housing providers and social-service organizations.*
- f. *Streamline the review process for high-quality, affordable housing developments that implement the goals, objectives, and policies of the General Plan.*
- h. *Encourage long-term residential use of existing and future housing to meet residential needs.*

The proposed project is consistent with the policies in the Countywide Policy Plan.

The Maui Island Plan (MIP) is applicable to the island of Maui only. The MIP provides more specific policy-based strategies for population, land use, transportation, public and community facilities, water and sewage, visitor destinations, urban design, and other matters related to future growth.

As provided by Chapter 2.80B, the MIP shall include the following components:

1. *An island-wide land use strategy, including a managed and directed growth plan*
2. *A water element assessing supply, demand and quality parameters*
3. *A nearshore ecosystem element assessing nearshore waters and requirements for preservation and restoration*
4. *An implementation program which addresses the County's 20-year capital improvement requirements, financial program for implementation, and action implementation schedule*
5. *Milestone indicators designed to measure implementation progress of the MIP*

The MIP addresses a number of planning categories with detailed policy analysis and recommendations which are framed in terms of goals, objectives, policies and implementing actions. These planning categories address the following areas:

1. *Population*
2. *Heritage Resources*
3. *Natural Hazards*
4. *Economic Development*
5. *Housing*
6. *Infrastructure and Public Facilities*
7. *Land Use*

Additionally, an essential element of the MIP is its directed growth plan which provides a management framework for future growth in a manner that is fiscally, environmentally, and culturally prudent. Among the directed growth management tools developed through the MIP process are maps delineating urban growth boundaries (UGB), small town boundaries (SRB) and rural growth boundaries (RGB). The respective boundaries identify areas appropriate for future growth and their corresponding intent with respect to development character.

According to the *Maui Island Plan (MIP)*, the properties lie within the Urban Growth Boundary. Urban Growth areas are characterized by a variety of land use types, including an assortment of housing types and densities. Infrastructure is more complete and reflects the need to serve higher-density land uses. The properties are located outside of Protected Areas, which were designated to ensure that development patterns do not comprise Maui's natural resources.

The proposed actions have been reviewed with respect to pertinent goals, objectives, policies and implementing actions of the MIP. A summary of these policy statements are provided below:

Goal 1.1 Maui's people, values, and lifestyles thrive through strong, healthy, and vibrant island communities

Objective 1.1.1 Greater retention and return of island residents by providing viable work, education, and lifestyle options

Policy:

1.1.1.b Expand housing, transportation, employment, and social opportunities to ensure residents are able to comfortably age within their communities

Goal 5.1 Maui will have safe, decent, appropriate, and affordable housing for all residents developed in a way that contributes to strong neighborhoods and a thriving island community.

Objective 5.1.1 More livable communities that provide for a mix of housing types, land uses, income levels, and age

Policy:

5.1.1.a Promote livable communities (compact/walkable/bikeable, access to transit) that provide for a mix of housing types and land uses, including parks, open space, and recreational areas

5.1.1.b Promote planning approaches that provide a mix of multifamily and single-family housing units to expand housing choices.

5.1.1.e Use planning and regulatory approaches to provide higher housing densities

Objective 5.1.3 Provide affordable housing, rental or in fee, to the broad spectrum of our island community.

Policies:

5.1.3.a Consider regulations that can help keep affordable housing available at affordable rents.

Goal 6.9 All of Maui residents will have the best possible health care to include healthy living, disease prevention, as well as acute and long-term care.

Objective 6.9.2 An expansion of long-term care facilities and long-term care alternatives to meet the needs of our aging population.

Policy:

6.9.2.a Support efforts to increase Maui's long-term care bed capacity to cover current and future needs, close to large population centers.

6.9.2.b Recognize that facilities for low-income elders who need long-term care are a needed form of affordable and subsidized housing.

6.9.2.c Evaluate the needs of the long-term disabled and provide planning support for their care, if there is a need for long-term care facilities.

6.9.2.d Consider long-term care facilities as a major potential employment base and encourage the recruitment and training of potential employees.

Objective 6.9.3 More support to home-care and community-based programs so they become alternatives to traditional nursing homes.

Policy:

6.9.3.a Support the establishment of a program to assist the elderly and people with disabilities to remain in their homes or in a home-like setting.

6.9.3.b Support the establishment of senior and adult-day-care centers and senior housing.

6.9.3.c Continue to support existing senior centers (e.g. Kaunoa), and establish new senior centers that will provide day-care sites and programs for the disabled and elderly.

6.9.3.d Support funding alternatives for community-based services that assist home-care efforts.

Goal 7.3 Maui will have livable human-scale urban communities, an efficient and sustainable land use pattern, and sufficient housing and services for Maui residents.

Objective 7.3.1 Facilitate and support a more compact, efficient, human-scale urban development pattern

Policy:

7.3.1.a Ensure higher-density compact urban communities, infill, and redevelopment of underutilized urban lots within Urban Growth Boundaries.

According to the *Wailuku-Kahului Community Plan*, the parcel is designated Park. Refer to **Exhibit 7**. A change to the Community Plan designation from Park to Public/Quasi-Public is being sought. The proposed action is in keeping with the following *Wailuku-Kahului Community Plan* goals, objectives and policies:

Housing

Goal: A sufficient supply and choice of attractive, sanitary and affordable housing accommodations for the broad cross section of residents, including the elderly.

Objectives and Policies:

4. Encourage the creation of elderly housing communities in various parts of the region that address the range of specialized needs for this population group.

Social Infrastructure

Goal: Develop and maintain an efficient and responsive system of public services which promotes a safe, healthy and enjoyable lifestyle, accommodates the needs of young, elderly, disabled and disadvantaged persons, and offers opportunities for self-improvement and community well-being.

Social Services/Health

Objectives and Policies:

6. Coordinate the provision of long-term care facilities and programs with other providers, such as Hale Makua and Hale Mahaolu.

The proposed land use entitlements are consistent with the objectives and policies of the *Wailuku-Kahului Community Plan*.

Parcel 97 is zoned R-2 Residential District. Refer to **Exhibit 8**. The CIZ request will change the zoning to P-2 Public/Quasi-Public District. In the Residential District, nonprofit elderly care facilities are not outright permitted; hence, the need for a CIZ. The zoning changes are being sought so that the zoning will be consistent with the Community Plan designation, which will be Public/Quasi-Public. Information about Public/Quasi-Public District zoning is as follows:

Public/Quasi-Public Districts: Section §19.31.010 Purpose and intent reads as follows:

Public/quasi-public districts provide for public, nonprofit, or quasi-public uses.

(Ord. No. 4048, § 2, 2013; Ord. 1597 § 1 (part), 1986)

§ 19.31.020 - Permitted uses.

The following permitted uses are allowed in the P-1 and P-2 public/quasi-public districts:

<i>Principal uses and structures</i>	<i>Criteria or Limitations</i>
<i>Cemeteries and crematoriums</i>	
<i>Churches</i>	
<i>Community centers</i>	
<i>Education, general and specialized</i>	
<i>Facilities for non-profit organizations</i>	
<i>Fire and police stations</i>	
<i>Government buildings and facilities</i>	
<i>Hospitals</i>	
<i>Kindergartens, elementary schools, middle schools, high schools, colleges, and libraries</i>	
<i>Nursery schools and day care centers</i>	
<i>Private parking lots or structures serving public purposes</i>	
<i>Public facilities or public uses</i>	
<i>Public parking lots or structures</i>	
<i>Public utility substations</i>	<i>Which will not be hazardous or a nuisance to the surrounding areas.</i>
<i>Quasi-public uses or quasi-public facilities</i>	
<i>Water treatment facilities</i>	
<i>Wastewater treatment facilities</i>	

(Ord. No. 4048, § 2, 2013; Ord. 1597 § 1 (part), 1986)

§ 19.31.030 - Accessory uses and structures.

The following uses and structures, located on the same lot, are deemed accessory, customary, incidental, usual, and necessary to the above permitted uses in the P-1 and P-2 public/quasi-public districts:

<i>Accessory uses and structures</i>	<i>Criteria or Limitations</i>
<i>Energy systems, small scale</i>	<i>Provided there will be no detrimental or nuisance effect upon the neighbors</i>
<i>Fences, walls, patios, decks, and other landscape features</i>	
<i>Garages, porte-cochere, mail boxes, ground signs, light pole, and trash enclosures</i>	

Subordinate uses and structures which are determined by the director of planning to be clearly incidental and customary to the permitted uses listed herein

(Ord. No. 4048, § 2, 2013)

§ 19.31.050 - Development standards.

	P-1	P-2	Notes and Exceptions
Minimum lot area (square feet)	15,000	20,000	The County may allow lot sizes of less than the minimum lot size as specified under this section for lots created or used for public, private, and quasi-public utility purposes.
Minimum lot width (in feet)	100	200	
Minimum front and rear yard setback (in feet)	15	30	
Minimum side yard setback (in feet)	10	15	
Maximum height (in feet)	40	90	Except that structures with steeples, vent pipes, fans, chimneys, antennae, and equipment used for small scale energy systems on roofs shall not exceed a total of 50 feet in P-1 and 100 feet in P-2.
Free standing antenna, or wind turbine structures height and setback	Maximum height of 50 feet and shall be set back 1 foot for every foot in height from all property lines.	Maximum height of 100 feet and shall be set back 1 foot for every foot in height from all property lines.	
Accessory structures within setback area	Mail boxes, trash enclosures, boundary walls, light pole, and ground signs	Mail boxes, trash enclosures, boundary walls, light pole, and ground signs	Trash enclosures and boundary walls shall be limited to a maximum height of 8 feet. Light poles shall be limited to a maximum height of 30 feet.

(Ord. No. 4048, § 2, 2013)

The CIZ from R-2 Residential District to the P-2 Public/Quasi-Public District will not only establish consistency between the zoning and the community plan designations; but, it will also establish consistency for existing uses on the parcel.

ARCHAEOLOGICAL, HISTORIC AND CULTURAL RESOURCES

No construction work is proposed as part of this CPA and CIZ request. The property is developed. The Department of Land and Natural Resources State Historic Preservation Division (SHPD) commented that no archaeological inventory survey has been conducted for the parcel, so it requests the opportunity to review any future proposed project involving ground disturbing activities. Based on the fact that no subsurface disturbance will occur, SHPD has no objections to the proposed land use entitlement actions. (Exhibit 21)

INFRASTRUCTURE, PUBLIC FACILITIES, AND SERVICES

Water – The proposed land use entitlements will not be associated with a change in use, so there should be no adverse impacts to existing conditions. The project overlies the Kahului aquifer, which has a sustainable yield of one million gallons per day. There are numerous fire hydrants surrounding the property with eight-inch and 12-inch water mains adjacent to the property. The Department of Water Supply did not have any comments or requirements of the proposed land use entitlements at this time, other than that the need for an additional water meter would be subject to limitations relating to water meter reservations, and that additional water demand cannot be determined, given the limited information available. Refer to Exhibit 16.

Sewer – Wastewater is conveyed to the County's Wailuku-Kahului Wastewater Reclamation Facility. Since no construction is being proposed, there should be no adverse impact to existing wastewater systems. The Department of Environmental Management did not have any proposed conditions on the proposed land use entitlements, however, the applicant will be asked to contribute their fair share of the cost for potential sewer upgrades in Wakea and Hina Avenues to accommodate any additional flows. In addition, the applicant will need to submit a sewer impact study for any future development and wastewater calculations will be required before an issuance of any building permits. The applicant will be required to fund any necessary offsite improvements to collection system and wastewater pump stations. Plans will need to show the installation of a single service lateral and sewer manhole near the property line, if none exist. Refer to Exhibit 9. The Applicant acknowledged the comments and plans on addressing them with the development of the master plan. See Exhibit 10.

Drainage – There should be no adverse impact to existing drainage conditions. The Department of Public Works did not have any comment on the proposed entitlements. Refer to Exhibit 14.

Roadways, Curbs, Gutters, and Sidewalks – The proposed CPA and CIZ should not have an adverse impact on roadways, curbs, gutters or sidewalks. The Kahului Community Center Park has ingress/egress of Onehee Avenue, a two-way County road that extends primarily in a north-south direction and Uhu Street, a two-way County road that extends in a west-east direction. There are no curbs, gutters and sidewalk on Onehee Avenue, Uhu Street and Kaulana Street. There is a sidewalk along Hina and Wakea Avenues adjacent to a portion of Parcel 97. The Department of Public Works did not have any comment on the proposed entitlements. Refer to

Exhibit 14. The County Department of Transportation also did not have any comment. Refer to **Exhibit 15.**

Electrical, Telephone, and Cable – The parcels currently have electrical, telephone and cable service. There should be no adverse impact to electrical, telephone or cable service associated with the proposed entitlements.

Solid Waste – Hale Makua has private refuse collection service. There should be no adverse impact to solid waste as a result of the proposed land use entitlements. The Department of Environmental Management did not have any comment regarding solid waste with regard to the proposed entitlement actions. Refer to **Exhibit 9.**

Public Services – Police protection is provided by the Maui Police Department headquartered at the Wailuku Station, approximately one mile away from the Hale Mahaolu developments. There should be no adverse impact to police service as a result of the proposed land use entitlements. The Police Department did not have any comment on the proposed entitlements. Refer to **Exhibit 18.**

Fire prevention, suppression, and protection services for the region are provided by the Department of Fire and Public Safety's Kahului Station located about 1.5 miles from Hale Mahaolu. Additional support is also available from the Wailuku Fire Station, located approximately two miles away. There should be no adverse impact to fire services as a result of the proposed land use entitlements. The Department of Fire and Public Safety did not have any objections to the proposed entitlements. Refer to **Exhibit 17.**

Maui Memorial Medical Center, the only major medical facility on the island, is located near the Maui Police Department, approximately one mile away from Hale Mahaolu Akahi and Elua. Acute, general, and emergency care services are provided by this facility, which is licensed for approximately 231 beds. In addition, numerous privately operated medical/dental clinics and offices are located in the area to serve the region's residents.

Kahului Harbor and nearby beach parks are host for various ocean recreation activities. County parks in the immediate vicinity of the project site include Kahului Community Center Park, Keopuolani Park and the War Memorial Sports Complex. The Wailuku-Kahului region contains a network of recreational facilities maintained by the County Department of Parks and Recreation. There are seven mini parks, 11 neighborhood and three district parks. There should be no adverse impact to the existing level of recreational facilities and services available to Maui County residents. The Department of Parks and Recreation is supportive of the proposed actions. Refer to **Exhibit 13.**

The Wailuku-Kahului region is served by the State Department of Education's public school system, as well as several privately operated schools accommodating elementary, intermediate and high school students. Department of Education facilities in the Kahului area include Pomaikai, Lihikai, and Kahului Schools (Grades K-5), Maui Waena Intermediate School (Grades 6-8), and Maui High School (Grades 9-12). The University of Hawai'i Maui College is the primary higher education institution serving Maui. Because no construction is proposed, there should be no adverse impacts to the public and private school systems as a result of the proposed actions.

No adverse impact to public services will occur as a result of the proposed land use entitlements.

SOCIO-ECONOMIC IMPACT

Hale Makua is located in the Kahului Census-Designated Place, which had a population of 26,337, according to the 2010 United States Census. The Kahului area is driven by the following industries: retail and wholesale, healthcare and social service, accommodations and food service. There is no construction proposed, so there should be no adverse impact to the population or economy associated with the proposed land use entitlements.

According to the 2014-2018 American Community Survey, there are more elderly in the county. The 65 to 75 age group grew from 8.2 percent in 2014 to 10.4 percent in 2018, and the 75 to 84 age group grew from 3.6 percent in 2014 to 4.3 percent in 2018.

ENVIRONMENTAL IMPACTS

There will be no change to the existing use or development associated with the proposed request, and therefore no environmental impacts are anticipated. The parcel has been graded and is developed with a park, consisting of a gateball field, soccer fields, a restroom facility, tennis courts, walking paths, a pool, community center, annex, etc. According to the Federal Emergency Management Agency's Flood Insurance Rate Map, the property is located within Flood Zone X, an area of minimal flooding. A large portion of the property is located in the Extreme Tsunami Evacuation Zone, which is identified because it is at risk, albeit low, of high impact tsunami events that could call for evacuation and result in damage. The Applicant will coordinate with the Maui Emergency Management Agency for evacuation and damage control procedures. According to the National Oceanic and Atmospheric Administration website, the parcel is located out of the six-foot high sea level rise exposure area. Because no construction is currently being proposed, there should be no adverse impact to surrounding properties associated with the proposed request.

TESTIMONY

As of June 8, 2020, the Department has not received any letters from the public regarding this matter.

ALTERNATIVES

1. ***Deferral:*** The Commission may defer action to another meeting date in order to obtain additional information that will assist in their deliberation on the request.
2. ***Recommend Approval without Conditions:*** The Commission may take action to recommend that the Maui County Council approve the request without imposing any conditions.
3. ***Recommend Approval with Conditions:*** The Commission may take action to recommend that the Maui County Council approve the request with conditions.
4. ***Recommend Denial:*** The Commission may take action to recommend that the Maui County Council deny the request.

CONCLUSIONS OF LAW

Community Plan Amendment (CPA)

A CPA is reviewed pursuant to MCC Section 2.80B.100, Non-decennial amendments to community plans proposed by the planning director or the council. Applications shall follow the procedures set forth out in MCC sections 19.510.010 and 19.510.020.

2.80B.100 - Nondecennial amendments to community plans proposed by the planning director or the council.

A. Nondecennial amendments to community plans may be proposed by the planning director or by the council by resolution. All proposed amendments shall be referred to the appropriate planning commission for findings and recommendations. Proposals for nondecennial amendments to a community plan made pursuant to this section shall be processed in accordance with sections 8-8.4 and 8-8.6 of the charter.

B. Prior to approving any amendment to a community plan enacted pursuant to section 2.80B.090 of this chapter, the council shall hold a public hearing regarding the amendment in the relevant community plan area.

C. Nothing in this section shall prevent concurrent processing of other actions related to a proposed amendment. Where an amendment to a community plan directly triggers an amendment to the general plan, such matters shall be processed concurrently.

Conclusion: The Community Plan Amendment is to reclassify Parcel 97 on the Wailuku-Kahului Community Plan Land Use Map from "Park" to "Public/Quasi-Public" and is following the appropriate procedures.

Change of Zoning (CIZ)

A Change of Zoning is reviewed pursuant to: Maui County Code (MCC), Title, 19, Chapter 19.510, Section 19.510.040, Change of Zoning, by which the appropriate planning commission shall hold a public hearing on all applications for zoning changes and make a recommendation to the County Council. The Council may grant a Change of Zoning if the following criteria are met:

- 1. The proposed request meets the intent of the general plan and the objectives and policies of the community plans of the county;*
- 2. The proposed request is consistent with the applicable community plan land use map of the county;*
- 3. The proposed request meets the intent and purpose of the district being requested;*
- 4. The application, if granted, would not adversely affect or interfere with public or private schools, parks, playgrounds, water systems, sewage and solid waste*

disposal, drainage, roadway and transportation systems, or other public requirements, conveniences, and improvements;

5. *The application, if granted, would not adversely impact the social, cultural, economic, environmental, and ecological character and quality of the surrounding area; and,*
6. *If the application change in zoning involves the establishment of an agricultural district with a minimum lot size of two acres, agricultural feasibility study shall be required and reviewed by the Dept. of Agriculture and the US Soil and Conservation Service.*

Conclusion: The Title 19 Change of Zoning will change the zoning for Parcel 97 from "R-2 Residential District" to "P-2 Public/Quasi-Public District." The Applicant's proposed action is consistent with and is supported by the above listed criteria for a CIZ pursuant to Title 19, Chapter 19.510, Section 19.510.040, Change of Zoning, MCC.

RECOMMENDATION

COMMUNITY PLAN AMENDMENT

The Planning Department recommends that the Maui Planning Commission recommend "approval" to the Maui County Council for the Community Plan Amendment for Parcel 97 from "Park" to "Public/Quasi-Public."

CHANGE OF ZONING

The Planning Department recommends that the Maui Planning Commission recommend "approval" to the Maui County Council for the CIZ for Parcel 97 from "R-2 Residential" to "P-2 Public/Quasi-Public."

In consideration of the foregoing, the Planning Department recommends that the Maui Planning Commission recommend approval of the Change of Zoning requests and adopt the Department of Planning's Report and Recommendation statements prepared for the June 23, 2020 meeting and authorize the Planning Director to transmit said Report and Recommendation statements to the Maui County Council.

APPROVED:

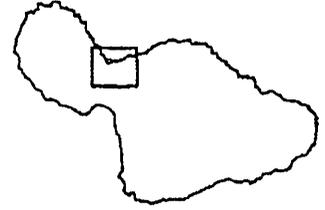


MICHELE MCLEAN, AICP
Planning Director

SCALE: 1" = 330'



VICINITY MAP



T.M.K. (2) 3-8-007:097
COUNTY OF MAUI
34.082 Acres

(PARK)
PUBLIC/QUASI-PUBLIC

T.M.K. (2) 3-8-007:084
COUNTY OF MAUI

T.M.K. (2) 3-8-007:095
COUNTY OF MAUI

T.M.K. (2) 3-8-007:050
HALE MAHAOLU AKAHI INC

S. KAMEHAMEHA AVENUE

HINA AVENUE

ONEHEE AVENUE

T.M.K. (2) 3-8-007:096
COUNTY OF MAUI

S. WAKEA AVENUE

W. WAKEA AVENUE

TAX MAP KEY

T.M.K. (2) 3-8-007:097

AREA

34.082 Acres

COMMUNITY PLAN MAP NO. _____

COMMUNITY PLAN AMENDMENT-KAHULUI, MAUI, HAWAII
FROM PARK (P) TO PUBLIC/QUASI-PUBLIC (P/QP)

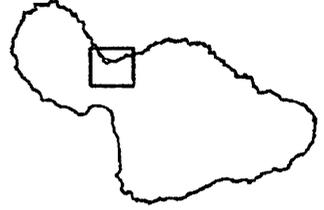
EXHIBIT 1

CPA 2018/0006

SCALE: 1" = 330'



VICINITY MAP



T.M.K. (2) 3-8-007:097
COUNTY OF MAUI
34.082 Acres

T.M.K. (2) 3-8-007:084
COUNTY OF MAUI

T.M.K. (2) 3-8-007:095
COUNTY OF MAUI

T.M.K. (2) 3-8-007:050
HALE MAHAOLU AKAHI INC

S. KAMEHAMEHA AVENUE

HINA AVENUE

ONEHEE AVENUE

T.M.K. (2) 3-8-007:096
COUNTY OF MAUI

S. WAKEA AVENUE

W. WAKEA AVENUE

TAX MAP KEY

T.M.K. (2) 3-8-007:097

AREA

34.082 Acres

LAND ZONING MAP NO. _____

CHANGE IN ZONING-KAHULUI, MAUI, HAWAII
FROM R-2 RESIDENTIAL TO P-1 PUBLIC/QUASI-PUBLIC

EXHIBIT 2

CIZ 2018/0006



HALE MAKUĀ
MASTER PLAN

KAHULUI COMMUNITY CENTER PARK

March 23, 2017

HALE MAKUĀ MASTER PLAN

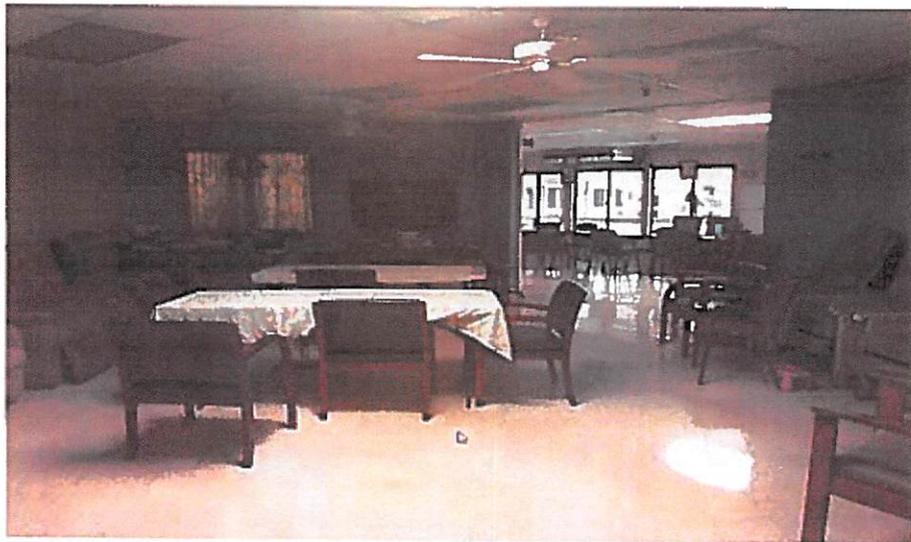
EXHIBIT 3

Hale Makua Facilities

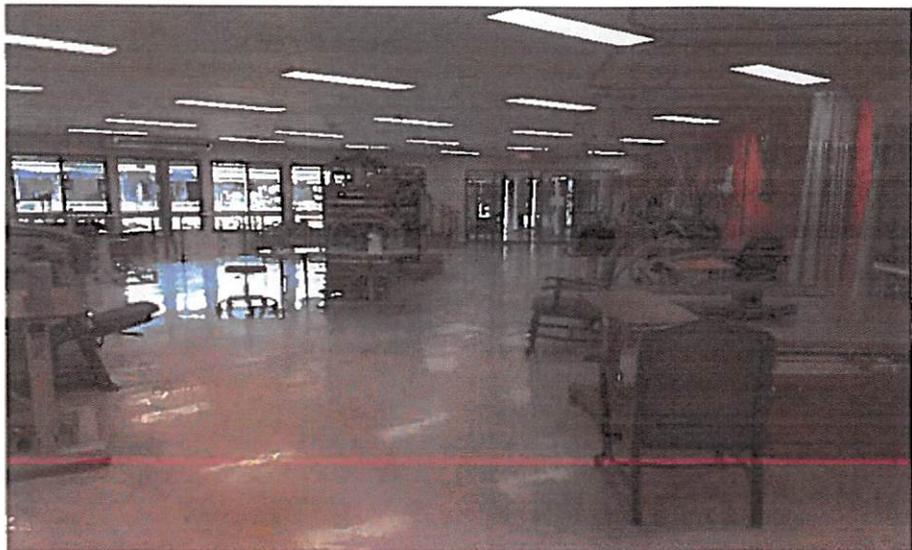
Kahului Facility – Front Exterior



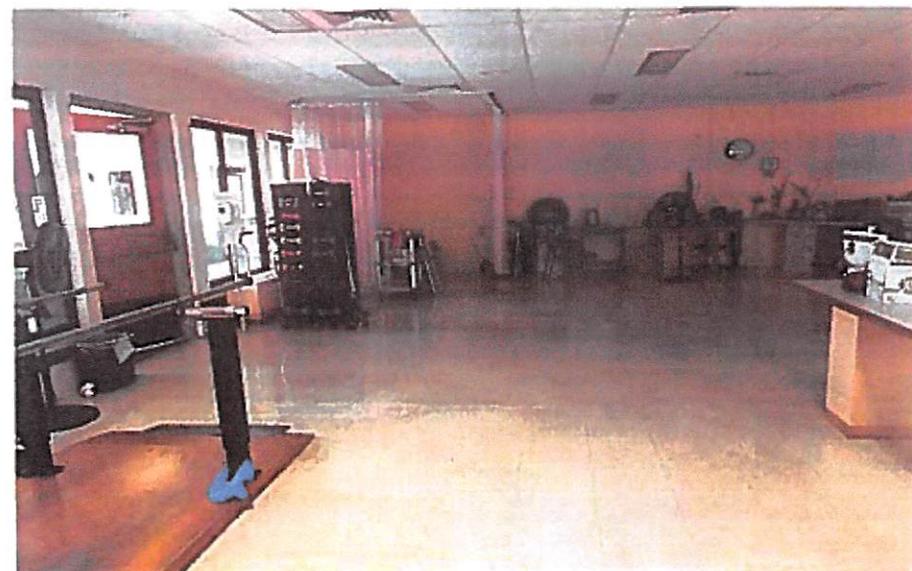
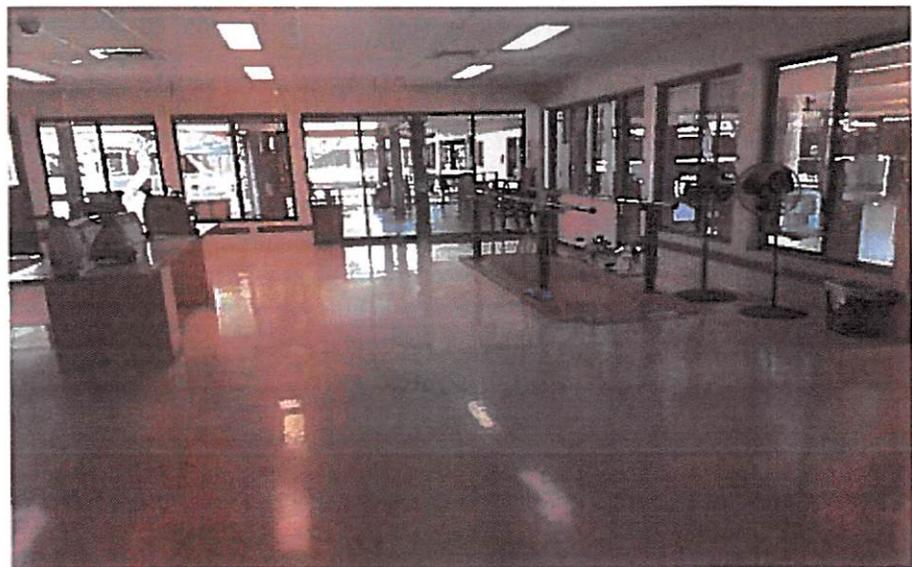
Adult Day Health



Rehabilitation



Restorative

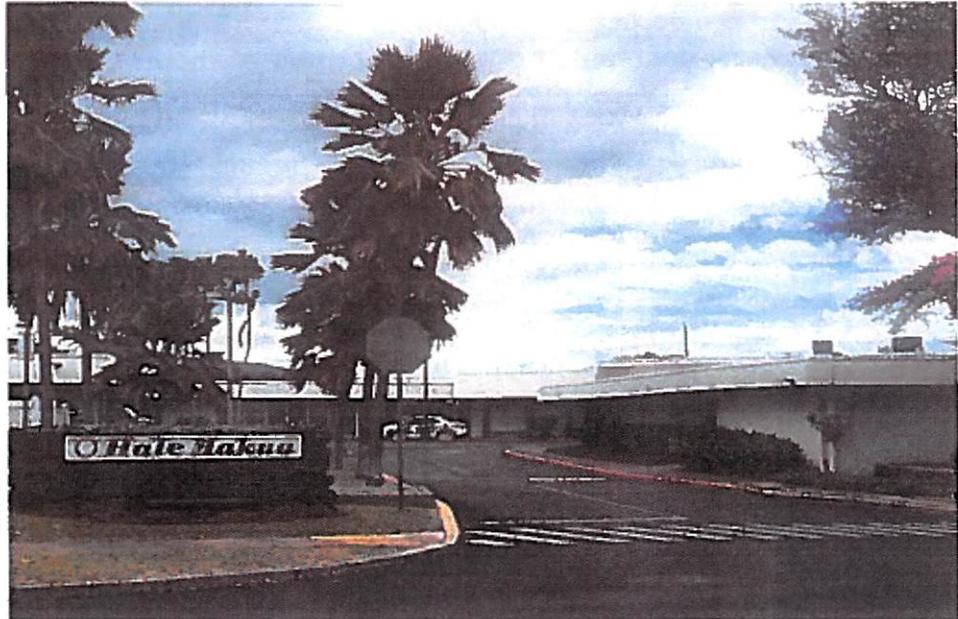


Aloha Café Activities





Wailuku Facility – Not part of this land use entitlement request



Resolution

No. 18-163

AUTHORIZING A GRANT OF A LEASE OF COUNTY REAL PROPERTY TO HALE MAKUA HEALTH SERVICES

WHEREAS, the County of Maui is the owner of approximately 34.082 acres identified for real property tax purposes as tax map key (2) 3-8-007:097, upon which the Kahului Community Center Park ("KCC") is currently located; and

WHEREAS, Hale Makua Health Services ("Hale Makua") is a 501(c)(3) Hawaii nonprofit corporation whose mission, in part, is to create environments that promote good quality of life for the frail and elderly and their care partners; and

WHEREAS, Hale Makua has evolved over the past seventy years to develop programs designed to enhance the lives of the County's kupuna, including multi-faceted services with adult day health, care home, home health, long-term care, and rehabilitation components; and

WHEREAS, an integral component of Hale Makua's vision is the potential utilization of all or portions of KCC, which is located adjacent to Hale Makua's Kahului campus; and

WHEREAS, Hale Makua wishes to enter into the proposed lease attached hereto as Exhibit "1" for two contiguous portions of land within KCC for a term of seventy-five years, commencing upon execution of the lease; and

WHEREAS, the portion of the premises identified as Phase 1 contains the gateball field with field house and is comprised of approximately 2.831 acres, as more particularly described in Exhibit "B" to the proposed lease, and the portion of the premises identified as Phase 2 contains the Kahului community center, annex (also referred to as the Performing Arts building), and surrounding areas, and is comprised of approximately 4.570 acres, as more particularly described in Exhibit "C" to the proposed lease; and

WHEREAS, the granting of the lease is for the purposes of expanding existing and creating new state-of-the-art rehabilitation and senior living facilities, health care services, and senior-oriented recreational opportunities; and

EXHIBIT 5

Resolution No. 18-163

WHEREAS, the grant application submitted by Hale Makua is attached hereto as Exhibit "2"; and

WHEREAS, according to a memorandum dated July 27, 2018, from the Department of Finance, attached hereto as Exhibit "3," the estimated fair market rental value per annum of both portions of KCC that are subject to the lease is \$53,442; and

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

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

1. That it hereby finds that it is necessary and in the public interest to authorize the grant of a lease of County real property in the form attached hereto and incorporated herein by reference as Exhibit "1" to Hale Makua; and
2. That it hereby authorizes the Mayor, or the Mayor's duly authorized representative, to execute all necessary documents associated with the grant of a lease for the real property; and
3. That certified copies of this resolution be transmitted to the Mayor, the Director of Parks and Recreation, the Director of Housing and Human Concerns, the Director of Finance, and Hale Makua.

APPROVED AS TO FORM AND LEGALITY



Deputy Corporation Counsel
County of Maui

prl:misc:010areso01 (7-31-18)

WHEREAS, the facilities contained within KCC are further described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, KCC is situated between facilities belonging to Hale Makua and Hale Mahaolu; and

WHEREAS, Halé Makua is interested in expanding its facilities and operations; and

WHEREAS, the Parties envision KCC as a park area with an emphasis on senior citizen use, with the control and management of KCC gradually placed under Hale Makua as further planning is completed; and

WHEREAS, the Parties prepared this Lease for portions of KCC in the hopes that it will allow for Hale Makua to plan for its future expansion while making clear the overall intent is to have the entire parcel be part of a larger senior activity area;

NOW, THEREFORE, County, for and in consideration of Hale Makua's covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree to grant a lease to Hale Makua and Hale Makua hereby accepts said lease on the terms and conditions set forth below:

A. Premises. The Premises shall comprise two contiguous portions of land within KCC. The portion identified as Phase 1 and containing the gateball field with field house is comprised of approximately 2.831 acres and is more particularly described in Exhibit "B," attached hereto and incorporated herein, and the portion identified as Phase 2 and containing the Kahului community center building, annex (referred to as a "Performing Arts building" in Exhibit "3" attached hereto), and surrounding areas is comprised of approximately 4.570 acres and is more particularly described in Exhibit "C," attached hereto and incorporated herein. Both portions are also depicted in the Designation of Phases plan attached hereto and made a part hereof as Exhibit "D." The remaining portions of KCC, including Kokua Pool, shall not be included in this Lease and shall remain under the control and management of the County.

B. Term. The term of this Lease shall be seventy-five (75) years, commencing upon its execution, unless sooner terminated as provided herein.

C. Control and Management of Premises. The control and management of the Premises shall be placed under Hale Makua in phases. Control and management of Phase 1 shall be transferred to Hale Makua upon execution of this Lease while control and management of Phase 2 shall be transferred to Hale Makua at a time mutually agreed upon by the Director of Parks and Recreation ("Director") and Hale Makua.

The transfer of Phase 2 shall be memorialized by the Parties, in writing. Said transfer documents shall be recorded with the State of Hawaii's Bureau of Conveyances.

Hale Makua shall not be responsible or liable for any areas that are not under its control and management, with the understanding that Hale Makua shall bear full liability and responsibility for those areas under its control and management.

It is the understanding of the parties that Hale Makua may not take control of the drainage areas.

D. Use of Premises. Hale Makua shall utilize all areas of KCC under its control and management to further its purpose as a Hawaii nonprofit corporation. Residential use shall be permitted to the extent it furthers Hale Makua's goals and purpose as a Hawaii nonprofit corporation.

E. Maintenance. The areas of KCC under the control and management of Hale Makua shall be maintained at all times in clean and usable condition for the term of this Lease. If the Director determines, in the Director's sole but reasonable discretion, that the areas are not being properly maintained, the Director may transmit a written notice to Hale Makua outlining the request for maintenance. Failure to initiate a cure within thirty (30) days and fully remedy said maintenance issue(s) within ninety (90) days of receipt of written notice, to the reasonable satisfaction of the Director, shall be deemed a breach of this Lease; provided, however, in the case of maintenance issue(s) that cannot be fully remedied within ninety (90) days of receipt of written notice or where a cure cannot be initiated within thirty (30) days of receipt of written notice, Hale Makua shall commence promptly to cure the maintenance issue(s) and thereafter diligently undertake the curing of said maintenance issue(s) until said maintenance issue(s) are remedied to the reasonable satisfaction of the Director. The time within which the maintenance issue(s) may be cured may be extended for such period as deemed necessary by the Director to complete the curing thereof with diligence. Failure to cure said maintenance issue(s) to the reasonable satisfaction of the Director within the time frame set forth by the Director shall be deemed a breach of this Lease.

F. Shared Use. The Parties agree to work together to ensure that County and Hale Makua operations may be conducted harmoniously.

G. Permit Required. In the event that Hale Makua desires to have temporary, exclusive use of portions of KCC, outside of the Premises, Hale Makua shall apply for a use permit with the Department of Parks and Recreation.

H. Conditions of Grant of Real Property. As the recipient of a grant of a lease of County real property, Hale Makua shall comply with all requirements of Chapter 3.36, Maui County Code, Maui County Grants Program. Within three (3) weeks after the end of each fiscal year, Lessee shall transmit to the Department of Parks and Recreation a report, using Exhibit "E," provided herewith, containing the following information for the previous fiscal year:

1. Program status summary.
2. Program data summary.
3. Summary of participant characteristics.
4. Changes in real property tax assessment for the real property.
5. Earnings from the grant of real property.
6. Narrative report.

I. KCC Master Plan and Future Lease Expansion. The Parties recognize that KCC provides an ideal location in terms of its proximity to senior living and care facilities, to establish a holistically planned community for servicing the County's frail and elderly communities. The Parties envision working together as partners, to develop a Master Plan for the future development of KCC, taking into account the needs of the community as a whole and the various KCC user groups. When the Parties agree that the County has adequate or replacement facilities for facilities at KCC and Hale Makua is prepared to take control and management of other areas of KCC, the Parties shall submit to the Council, for its approval by resolution, a Lease Amendment expanding the Premises under the Lease. No transfer shall take place without Council approval.

J. Breach. In the event of a material breach of any term of this Lease, the County shall have the authority to enjoin the entry upon and use of KCC by Hale Makua. If after sixty (60) calendar days the material breach or breaches have not been remedied to the Director's reasonable satisfaction, the Director may unilaterally terminate this Lease. The materiality of a breach shall be determined in the Director's sole and absolute discretion.

The County may also pursue all available legal and equitable remedies for enforcement and shall be entitled to an award of attorney's fees and court costs if the County is the prevailing party.

K. Termination. In the event that Hale Makua ceases operations at any time after the execution of this Lease, this Lease shall automatically

terminate. The Parties may terminate this Lease by mutual agreement, in writing, upon ninety (90) days notice.

L. Modifications. The Premises described in Paragraph A of the Lease, Term described in Paragraph B, and Use of Premises described in Paragraphs D and F may be amended, upon mutual agreement by the Parties, by Council resolution. Other modifications to the Lease shall be in writing and upon mutual agreement of the Parties, although Council approval is not required.

M. General Terms and Conditions. Hale Makua shall comply with the General Terms and Conditions attached hereto and incorporated herein as Exhibit "F." In the event of a conflict or inconsistency between the General Terms and Conditions and the terms contained in the body of this Lease, the terms in the body of this Lease shall control.

LESSOR:

APPROVAL RECOMMENDED:

COUNTY OF MAUI

BUTCH KAALA BUENCONSEJO
Director, Department of Parks
and Recreation

By _____
ALAN M. ARAKAWA
Its Mayor

APPROVED AS TO FORM
AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel
County of Maui

By _____
MARK R. WALKER
Its Director of Finance

LESSEE:

HALE MAKUA HEALTH SERVICES

By _____
(Signature)

(Print Name)

Its _____
(Title)

By _____
(Signature)

(Print Name)

Its _____
(Title)

prl:misc:010alease (7-31-18)

STATE OF HAWAII
COUNTY OF MAUI

} SS.

On this _____ day of _____, 20____, before me personally appeared ALAN M. ARAKAWA, 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 by authority of its Charter; and the said ALAN M. ARAKAWA 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.

[Stamp or 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: _____	[Stamp or Seal]
Date: _____	

STATE OF HAWAII
COUNTY OF MAUI

} SS.

On this _____ day of _____, 20____, before me appeared MARK R. WALKER, 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 MARK R. WALKER 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.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____ _____	[Stamp or Seal]
Notary Signature: _____	
Date: _____	

STATE OF HAWAII
COUNTY OF MAUI

} SS.
}

On this ____ day of _____, 20__, 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.

[Stamp or 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: _____	(Stamp or Seal)
Date: _____	

STATE OF HAWAII
COUNTY OF MAUI

} SS.

On this ____ day of _____, 20____, 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.

[Stamp or 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: _____	[Stamp or Seal]
Date: _____	

KAHULUI COMMUNITY CENTER FACILITIES LIST

Park Structures

Community Center with two divisible meeting rooms, a stage, and a kitchen.

Parks Offices on site.

Annex with Kitchen

Kokua Pool

Picnic Areas

Large barbecue grill located at the Community Center

Sports Areas

Two soccer/baseball fields, four tennis courts, two playground sets, gate ball field with field house, jogging/bicycle path.

Parking

Five lots containing a total of 150 spaces

Public Restrooms

Restrooms available inside Community Center and Annex. One comfort station located near parking lot off of Onehee Street. One ADA portable toilet available near tennis courts.

PHASE 1
KAHULUI COMMUNITY CENTER
SITUATED AT WAILUKU, KAHULUI, MAUI, HAWAII
BEING A PORTION OF LOT 3-A, KAHULUI PARK SUBDIVISION
BEING ALSO A PORTION OF GRANT 3343 TO CLAUS SPRECKELS

Beginning at the Northwesterly corner of Phase 1 on the Northerly side of Uhu Street as shown on subdivision plat "Kahului Park Subdivision" (L.U.C.A. File No. 3.1583) prepared by Newcomer-Lee Land Surveyors, Inc. revised on December 22, 1994, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 464.96 feet South and 6,204.98 feet East and running by azimuths measured clockwise from True South:

1. 257° 00' 547.02 feet along Phase 2 of Lot 3-A, Kahului Park Subdivision;
2. 307° 56' 95.86 feet along Lot 2-A-1, Kahului Park Subdivision;
3. Thence, along Kaulana Street on a curve to the right with a radius of 20.00 feet, the radial azimuth to the point of curve being 217° 56' and the radial azimuth to the point of tangent being 307° 56' the chord azimuth and distance being;

352° 56' 28.28 feet;
4. 37° 56' 64.97 feet along Kaulana Street;
5. Thence, along Kaulana Street on a curve to the left with a radius of 5,952.15 feet, the radial azimuth to the point of curve being 127° 56' and the radial azimuth to the point of tangent being 124° 26' 49" the chord azimuth and distance being;

36° 11' 24.5" 362.13 feet;
6. Thence, along Lot 299, Kahului Town Development 11th Increment, on a curve to the left with a radius of 20.00 feet, the radial azimuth to the point of curve being 304° 26' 49" and the radial azimuth to the point of tangent being 212° 00' the chord azimuth and distance being;

168° 13' 24.5" 28.88 feet;

7. 122° 00' 182.78 feet along Lots 299 and 298, Kahului Town Development 11th Increment;
8. Thence, along Lot 298, Kahului Town Development, 11th Increment on a curve to the left with a radius of 20.00 feet, the radial azimuth to the point of curve being 212° 00' and the radial azimuth to the point of tangent being 124° 00' the chord azimuth and distance being;
78° 00' 27.79 feet;
9. 214° 00' 69.34 feet along Kaimana Street;
10. 122° 00' 246.47 feet along Uhu Street to the point of beginning and containing an area of 2.831 Acres.



R. T. TANAKA ENGINEERS, INC.

Kirk T. Tanaka

Kirk T. Tanaka
 Licensed Professional Surveyor
 Certificate No. 7223-LS
 License Expires: April 30, 2020

871 Kolu Street, Suite 201
 Wailuku, Hawaii 96793

April 16, 2018
 Revised: July 23, 2018

PHASE 2
KAHULŪI COMMUNITY CENTER
SITUATED AT WAILUKU, KAHULUI, MAUI, HAWAII
BEING A PORTION OF LOT 3-A, KAHULUI PARK SUBDIVISION
BEING ALSO A PORTION OF GRANT 3343 TO CLAUS SPRECKELS

Beginning at the ~~Southwesterly~~ ^{Northwesterly} corner of Phase 2 on the Northerly side of Uhu Street as shown on subdivision plat "Kahului Park Subdivision" (L.U.C.A. File No. 3.1583) prepared by Newcomer-Lee Land Surveyors, Inc. revised on December 22, 1994, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 464.96 feet South and 6,204.98 feet East and running by azimuths measured clockwise from True South:

- | | | | |
|----|----------|-------------|---|
| 1. | 122° 00' | 316.11 feet | along Uhu Street; |
| 2. | 212° 43' | 51.00 feet | along the remainder of Lot 3-A, Kahului Park Subdivision; |
| 3. | 257° 43' | 112.00 feet | along the remainder of Lot 3-A, Kahului Park Subdivision; |
| 4. | 212° 43' | 122.00 feet | along the remainder of Lot 3-A, Kahului Park Subdivision; |
| 5. | 254° 43' | 50.60 feet | along the remainder of Lot 3-A, Kahului Park Subdivision; |
| 6. | 164° 43' | 150.96 feet | along the remainder of Lot 3-A, Kahului Park Subdivision; |
| 7. | 216° 30' | 68.14 feet | along the remainder of Lot 3-A, Kahului Park Subdivision; |
| 8. | 307° 56' | 695.53 feet | along Lot 2-A-1, Kahului Park Subdivision; |

9. 77° 00' 547.02 feet along Phase 1 of Lot 3-A, Kahului Park Subdivision to the point of beginning and containing an area of 4.570 Acres.



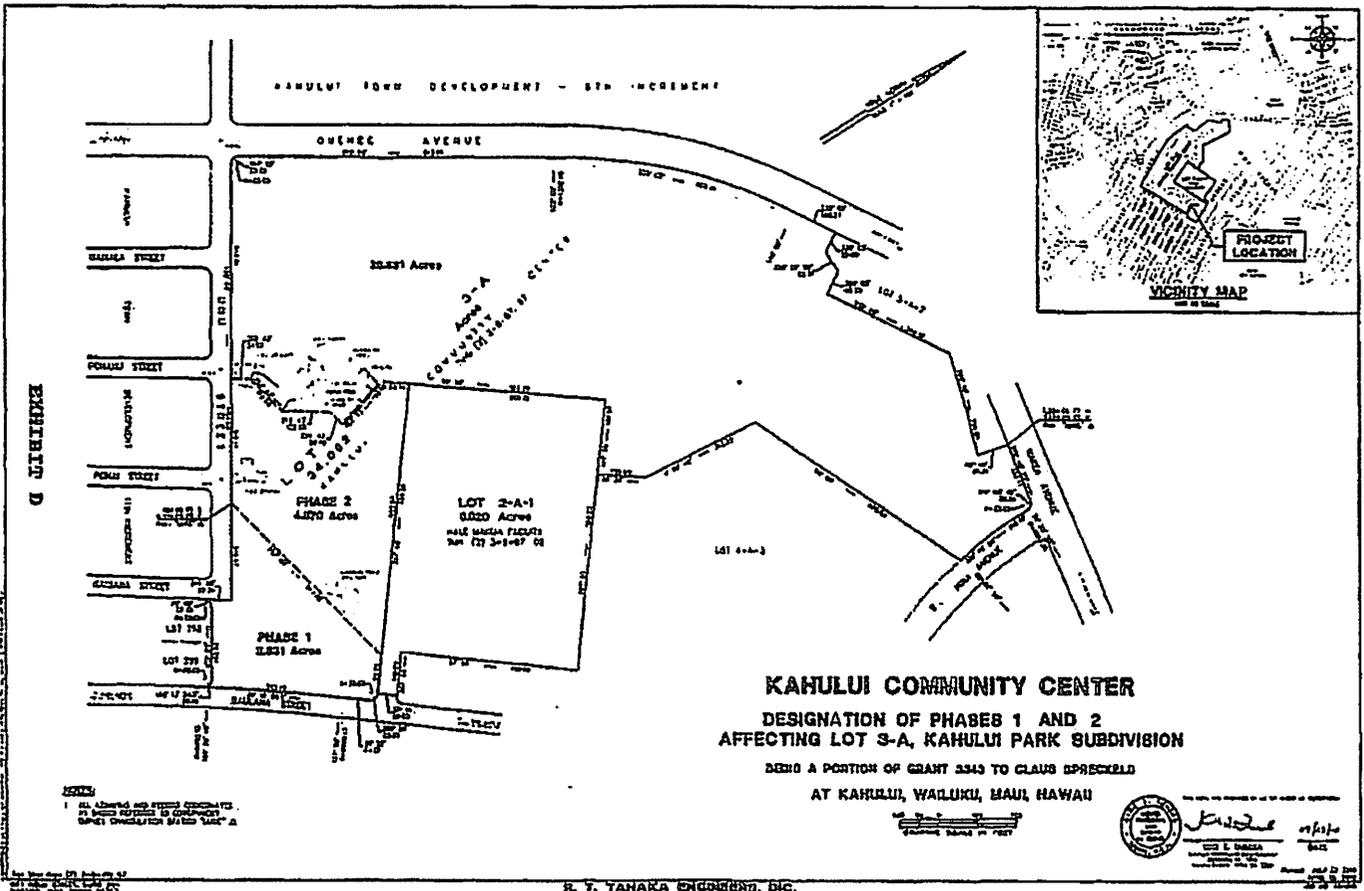
R. T. TANAKA ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Kirk T. Tanaka".

Kirk T. Tanaka
Licensed Professional Surveyor
Certificate No. 7223-LS
License Expires: April 30, 2020

871 Kolu Street, Suite 201
Wailuku, Hawaii 96793

April 16, 2018
Revised: July 23, 2018





DEPARTMENT OF PARKS AND RECREATION
700 Ha'aha'ona Street, Unit 2, Wailuku, Hawaii 96783

ANNUAL REAL PROPERTY GRANT REPORT

Report Period: Fiscal Year July 1, _____ - June 30, _____

ORGANIZATION: _____

Tax Map Key Number(s): _____

Department of Parks and Recreation's Mission: The purpose of the Department of Parks and Recreation is to provide safe, satisfying and cost-effective recreational opportunities for the residents of and visitors to Maui County.

INSTRUCTION

Provide a narrative response to each question below for each quarter and fiscal year.

I. Program Data/Status Summary

- a. List each program goal/benchmark for the leased/licensed site and how it contributes towards the Parks Department's mission (noted above).
- b. What objectives/action steps were completed this fiscal year for each goal?
- c. What measurable outcomes were achieved this fiscal year?
- d. Were your organization's programs/activities open to the public? If so, how were they promoted to residents and visitors?
- e. Give actual number of people attended at activities, programs and events on property for each quarter of the fiscal year.
- f. What objectives/actions steps will be accomplished during the next fiscal year?

II. Narrative Report

- a. What program challenges occurred this fiscal year and how were they addressed and/or resolved?
- b. Describe any staff changes in your organization.
- c. Were there any fundraising activities on leased/licensed property? If so, please indicate how many, type of activity, primary beneficiary of the fundraising, and how your organization participated and benefited from the activity.
- d. Describe improvements on the property, its condition, and your risk evaluation program. How often are site inspections done and by who?
- e. Disclosure of any organizational conflict of interest and criminal violations.
- f. Were audits done this fiscal year? When is the next audit planned for your organization?

Please submit the following information with this report:

- a. Board of Directors' Minutes.
- b. Updated list of Board of Directors
- c. Financial status report including but not limited to the total revenue generated on the property leased/licensed.
- d. Update Tenant Contact Information Form.
- e. Current Liability Insurance Certificate naming the County of Maui as additional insured.

Report Prepared by: _____
Print Name/Title Signature Date

EXHIBIT "F"

RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

RESERVING UNTO THE STATE OF HAWAII THE FOLLOWING:

1. Minerals and Waters.

A. All minerals as hereinafter defined, in, on or under the Premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such materials by any means whatsoever including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver bauxite, bauxitic clay, dispore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and without limitation thereon all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of Lessee's permitted activities on the Premises and not for sale to others.

B. All surface and ground water appurtenant to the demised land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the State of Hawaii of the rights reserved in this paragraph, just compensation shall be paid to Lessee for any of Lessee's improvements taken.

2. Prehistoric and Historic Remains. All prehistoric and historic remains found on the Premises, this Lease shall be subject to the rights of native tenants and to regulatory rights and ownership rights (if any) of the State of Hawaii established pursuant to state law including chapter 6E, Hawaii Revised Status, over prehistoric or historic remains found in, on, or under the land.

LESSEE HEREIN COVENANTS AND AGREES WITH LESSOR AS FOLLOW:

1. Taxes, Assessments, Etc. Lessee shall pay or cause to be paid, prior to delinquency, any taxes and assessments, of every description, as to said Premises, or any part thereof, including any improvements thereon; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term. Without limiting the generality

of the foregoing, Lessees shall also be responsible for the payment of any Hawaii general excise tax (or successor tax) imposed upon the payment of all sums by Lessee under this Lease. Lessee shall remain current in payment of all taxes, rents, or other obligations to the United States, the State of Hawaii, or any of its political subdivisions, including the County of Maui.

2. Utility Services. Lessee shall pay, prior to delinquency, all charges for water, sewer, gas, electricity, telephone and other services or utilities used by Lessee on the Premises during the term of the Lease unless otherwise expressly agreed in writing by Lessor.

3. *THIS PARAGRAPH IS INTENTIONALLY LEFT BLANK*

4. Indemnification. To the extent permitted by law, Lessee shall indemnify, release, and hold Lessor harmless against and from any and all suits, claims, damages, judgments, costs and expense, including reasonable attorney's fees, arising from the Lessee's use of the Premises or arise from the construction of Lessee's improvements, from the failure of Lessee to observe and perform any of the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, or from any act or negligence or omission to act of Lessee, its agents, contractors, servants, employees, concessionaires or licensees in or about the demised Premises or in any connection with this Lease. In case any action or proceeding be brought against Lessor (in addition to Lessee) by reason of any such claim, even though such claim be based on alleged fault of Lessor, Lessee agrees to pay the reasonable costs and expenses thereof, secured against Lessee by reason of such action or proceeding. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

5. Costs of Litigation. In case Lessor, without any fault on their respective parts, is made a party to any litigation commenced by or against Lessee (other than condemnation proceedings), Lessee shall pay all costs and expenses, including attorney's fees, incurred by or imposed on Lessor. Lessee shall pay all costs and expenses, including attorney's fees, which may be incurred by or paid by Lessor in enforcing the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

6. Assumption of Risk and Liability. Lessee, as a material part of the consideration to Lessor for this Lease, does hereby assume all risk of bodily injury, wrongful death and/or property damage, business interruption or economic loss occasioned by any accident, fire, or nuisance made or suffered on the Premises, and hereby waives any and all claims against the Lessor. All inventory, property, vehicles, approved improvements and equipment of Lessee shall be kept, placed or stored at the sole risk of Lessee, and Lessor shall not be responsible or liable for any damage thereto or loss or theft thereof, including subrogation claims by Lessee's insurance carriers.

7. "As Is" Condition. Lessor has not made and shall not make, any representation or warranty, implied or otherwise, with respect to the condition of the premises, including but not limited to (a) any express or implied warranty of merchantability or fitness for any particular purpose or (b) any dangerous or defective conditions existing upon the premises, whether or not such conditions are known to Lessor or reasonably discoverable by Lessee. Lessee accepts the Premises in a completely "as is" condition, with full assumption of the risks, and consequences of such conditions.

8. Mortgage. Lessee may mortgage or create a security interest in the demised premises or any portion thereof with the prior written approval of the Director of Finance and the Director of Parks and Recreation, provided that, in the case of default the leasehold interest may be foreclosed only by judicial action pursuant to Chapter 667, Hawaii Revised Statutes, and the leasehold interest shall be transferred to the purchaser by assignment of lease for the remainder of the lease term only.

9. Liens. Lessee shall not commit or suffer any act of neglect whereby the Premises, or any part thereof, or the estate of Lessee in the same, shall become subject to any attachment, judgment, lien, charge, or encumbrance (hereinafter collectively called "Lien"), whatsoever. In the event that any Lien shall attach to or encumber the Premises, or if an application for a Lien is filed in any court of competent jurisdiction, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor. Lessee shall indemnify and hold harmless the Lessor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including attorney's fees.

10. Rules and Regulations. Lessor excepts and reserves the right, from time to time, to adopt reasonable rules and regulations pertaining to Lessee's use of the Premises, which rules and regulations shall be binding upon Lessee upon notice thereof to Lessee. For enforcement of such rules and regulations, if any, Lessor shall have all remedies in this Agreement and any other

remedies allowed by law.

11. Alterations and Improvements. Lessee shall make no alterations to any structure on the Premises or construct any building or make any other improvements on the Premises without the prior written approval of the Director of Parks and Recreation. Alterations or improvements on the Premises made by and paid for by Lessee, with the exception of fixtures which cannot be removed without damage to the Premises, shall, unless otherwise provided by written agreement between the Parties, be the property of Lessee.

12. Fixed Improvements. Lessee shall not at any time during the term construct, place, maintain or install on the premises any building, structure or improvement of any kind or description except with the prior written approval of Lessor and upon those conditions the Lessor may impose, including any adjustment of rent, unless otherwise provided in this Lease. All improvements of whatever kind or nature located on the Premises prior to, or on the commencement date of this Lease shall be, and at all times remain, the property of the Lessor.

13. Repair and Maintenance. Lessee shall at its own expense at all times during the term of this Lease, substantially repair and maintain, and keep all improvements now or hereafter built or made on the Premises in good and safe repair, order, and condition, reasonable wear and tear excepted.

14. Sanitation. Lessee shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

15. Waste and Unlawful, Improper or Offensive Use of Premises. Lessee shall not commit, suffer, or permit to be committed any waste or nuisance, or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the Director, Department of Parks and Recreation, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees growing on the Premises at the commencement of the this Lease, as well as any trees that are growing on the Premises during the duration of the this Lease.

Lessee shall not allow the Premises to become unduly eroded or subject to any material increase in weeds or litter, and Lessee shall make reasonable efforts to prevent or correct same.

16. Hazardous Materials. Lessee shall at all times, at its own cost and expense, comply with all federal, state and local laws, ordinances, regulations and standards relating to the use, analysis, production storage, sale, disposal or transportation of any hazardous materials, including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances,

asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or polluting materials which are now or in the future subject to any governmental regulation (hereinafter collectively referred to as "hazardous substances"). Prior to commencing use of the Premises for any activity involving the storage, use, or distribution of (a) any hazardous substance, or (b) products or materials which (i) include any hazardous substance as a component and (ii) which, if an accident occurred, might result in the release or discharge of any hazardous substance, Lessee shall give written notice of such proposed use to Lessor. Such notice shall set forth (a) the proposed use and the hazardous substance involved, (b) a hazardous substance management plan describing the actions taken or proposed to be taken by Lessee to assure Lessee's compliance with the requirements of this Lease, and (c) evidence of insurance or other financial resources available to Lessee sufficient to assure Lessee's ability to comply with its obligations. Upon the expiration or earlier termination or revocation of this Lease, Lessee shall (a) cause all hazardous substances previously owned, stored, or used by Lessee to be removed from the Premises and disposed of in accordance with applicable provisions of law; (b) remove any storage tanks or containers installed or used by Lessee to store any hazardous substances and repair any damage caused by such removal; (c) cause any soil or other portion of the Premises which has become contaminated by any hazardous substances stored or used by Lessee to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities; and (d) surrender possession of the Premises to Lessor free of the presence or effects of any hazardous substances generated or used by Lessee in, on, or about the Premises during the term of this Lease. Lessee shall indemnify and hold harmless Lessor from and against any and all claims relating to hazardous materials arising from this Lease. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

17. Rights of Way and Easements. Lessor reserves the right, to issue rights of way and easements for lines, transmission facilities and appurtenances for utilities, electricity, gas, telephone, pipes, water, sewers, drainage, flowage, and any other purposes, whatsoever, without limitation, including the right to enter to construct, reconstruct, operate and maintain such facilities; provided that all such reserved rights shall be reasonably exercised so as to cause the least practicable interference with Lessee's operations; provided further, that, in any such event, any improvements made by Lessee which were damaged as a result of such entry shall be restored to a condition as near as practicable prior to such entry. Lessor further reserves the right to authorize public access over, across, under and through the Premises.

18. Access to Information. Lessee shall provide Lessor access to Lessee's books, records, assets, facilities, and all other information relative to the use of the Premises, as deemed necessary in the judgment of Lessor.

19. Liability Insurance, Required Coverage. Lessee shall obtain, pay for, and keep in force throughout the period of this Lease comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") only through a general insurance agent or broker licensed in the State of Hawaii. The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard and Poor" ratings.

The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name Lessor, the State of Hawaii, and their respective officers, employees and agents as "Additional Named Insured", and shall include a duty to defend Lessor, State of Hawaii, and their respective officers, employees and agents against any loss, liability, claims, and demands for injury or damage, including but limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with Lessee's actions and/or use of Premises.

Unless otherwise agreed to through the joint decision and discretion of the Director of the Department of Finance and the Director, Department of Parks and Recreation, the insurance policy shall contain the following minimum requirements:

- 1) No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
- 2) No erosion of limit by payment of defense costs; and
- 3) Minimum annual aggregate limit of \$2,000,000.

Prior to or upon the execution of this Agreement, Lessee shall furnish the Lessor with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the insurance policy, provide the County with a copy of the renewed insurance policy certificate together with the required endorsements.

Unless waived by Lessor, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given Lessor thirty (30) calendar days prior written notice of the intended cancellation or termination.

If at any time, and from time to time, a higher limit or other requirements shall be deemed appropriate, customary, or necessary, in the reasonable discretion of the Director of Finance, the Director of Parks and Recreation, or both, Lessee shall obtain and maintain such coverage.

20. Property Insurance. Lessee shall, unless otherwise agreed to through the joint decision and discretion of the Director of the Department of Finance and the Director, Department of Parks and Recreation, procure and, during the entire term of this Lease, keep in force and effect special form property insurance covering all of Lessee's leasehold improvements, trade fixtures, inventory, equipment and personal property from time to time in, on or upon the Premises, in an amount not less than the full replacement cost thereof without deduction for depreciation, providing protection against all risks of loss not otherwise excluded for the Premises, together with insurance against sprinkler damage, vandalism, and malicious mischief, including demolition and debris removal and extended coverage, hurricane/wind coverage, and with inflation guard endorsement, if available in any insurance company qualified to do business in the State of Hawaii and shall, from time to time, deposit promptly with Lessor the policy and premium receipts therefor or a current certificate that such insurance is in full force and effect and shall not be cancelled without written notice to Lessor sixty (60) days prior to the effective date of such cancellation. All such policies shall be made payable to Lessor and Lessee as their interests may appear (it being understood and agreed that Lessor's interest shall be limited to permanent fixtures and other installations which are not removable by Lessee upon the termination of this Lease), and shall provide for a deductible of not more than \$5,000.00. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate in accordance with the provisions of this Lease.

21. Fire Insurance. Lessee shall, unless otherwise agreed to through the joint decision and discretion of the Director of the Department of Finance and the Director, Department of Parks and Recreation, procure, at its own cost and expense, and maintain during the period of this Lease, a policy or policies of fire insurance, on all buildings and improvements on the Premises, against loss or damage by fire in an amount equal to one hundred percent (100%) of the replacement value of the Premises as established by the insurance appraiser and as approved by the Director of Finance, and shall pay premiums thereon at the time

and place the same are payable. The policy or policies of insurance shall be made payable in the case of loss to the County of Maui, as its interest may appear, and shall be deposited with the County. Any proceeds derived therefrom in the event of total or partial loss shall be immediately available to, and as soon as reasonably possible be used by Lessee for rebuilding, repairing, or otherwise reinstating the same buildings in a good and substantial manner according to the plans and specifications approved in writing by the County; provided, however that with the approval of the County, Lessee may surrender this Lease and Lessee shall then receive that portion of said proceeds which constitute the proportionate value of permanent improvements made by Lessee, if any, in relation to the unexpired term of this Lease and useful life of the improvements at the time of the loss, if any, with the County retaining the remaining proceeds of said proceeds.

22. Condemnation. If at any time during the term of this Lease any portion of the leased Premises should be condemned or required for public purposes by the State of Hawaii or the United States, Lessee shall be entitled to receive from the condemning authority the proportionate value of Lessee's permanent improvements so taken in the proportion that it bears to the unexpired term of this Lease; provided that Lessee may, in the alternative, remove and relocate Lessee's improvements to the remainder of the Premises occupied by Lessee. Lessee shall not by reason of the condemnation be entitled to any claim against Lessor for condemnation or indemnity for its interest in this Lease and all compensation payable or to be paid for or on account of this Lease by reason of the condemnation, except as aforesaid as to Lessee's improvements, shall be payable to and be the sole property of Lessor. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was leased, Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability therefor; provided that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by Lessor. The foregoing right of Lessor shall not be exclusive of any other to which Lessor may be entitled by law.

23. Lessor's Lien. Lessor shall have a lien on all the buildings and improvements placed on the Premises by Lessee, on all property kept or used on the Premises, whether the same is exempt from execution or not, and on the premises, whether the same is exempt from execution or not, and on the rents of all improvements and buildings situated on the Premises for all costs, attorney's fees, rent reserved, taxes, and assessments paid by Lessor on behalf of Lessee and for the payment of all money as provided in this Lease to be paid by Lessee, and such lien shall continue until the amounts are paid.

24. Assignment. Lessee may not assign the Lease for the remainder of the Lease term.

25. Sublease. Lessee may not sublease the demised premises.

26. Lessee's Right to Terminate. If Lessee is not in default of the terms of this Lease to be observed and performed, Lessee may terminate this Lease by giving Lessor at least sixty (60) days prior written notice of such termination.

27. Surrender of Premises. At the expiration, revocation, cancellation or termination of this Lease, Lessee shall peaceably surrender the Premises, together with all improvements existing or constructed thereon, unless provided otherwise. On or before the last day of the term or the sooner termination thereof, Lessee, if not then in default, shall remove all trade fixtures, operating equipment and other personal property of Lessee from the Premises and repair any damage occasioned by any such removal. Property not so removed shall be deemed abandoned by Lessee.

28. Termination. If Lessee becomes bankrupt, dissolves, becomes inactive, or abandons the leased Premises for a period of four (4) consecutive months, or if this Lease and the leased Premises shall be attached or otherwise taken by operation of law, or if any assignment be made of Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, obligations, rules, regulations, provisions, terms and conditions, and such failure shall continue for a period of more than thirty (30) days after delivery by Lessor of a written notice of such breach or default, by personal service, registered mail or certified mail to Lessee at Lessee's last known address, all rights granted hereunder to Lessee shall cease and this Lease shall terminate without prejudice to any other remedy or right of action for arrears of rent or damages or for any preceding or other breach or contract; and in the event of such termination, all buildings and improvements there on shall remain and become the property of Lessor, subject to any valid mortgages against the property.

29. Covenant Against Discrimination. The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, sex, sexual orientation, age, religion, color, ancestry, national origin, disability, marital status, arrest and court record, assignment of income for child support obligations and National Guard participation.

30. ADA Compliance. Lessor makes no representations or warranties, express or implied, as to the Premises or any existing improvements thereon, regarding compliance with the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§12101-12213 (2000). Lessee shall be responsible for complying with the ADA and Lessee

shall defend, indemnify and hold harmless Lessor against any and all claims regarding non-compliance with any requirement of the ADA. All costs relating to any required improvements or modifications to the Premises, and any existing improvements thereon, shall be borne by Lessee. Notwithstanding any other provision of this Lease to the contrary, any improvements to the Premises constructed by Lessee shall be in compliance with the ADA.

31. Compliance with Laws. Lessee shall comply with all federal, state, and county laws pertaining to the Premises and activities conducted on the Premises, now in force or which may hereinafter be in force.

32. Interpretation Under Hawaii Law. This Lease is made and entered into in the State of Hawaii, and shall in all respects be interpreted, enforced, and governed under the laws of the State of Hawaii.

33. Gender. The use of any gender shall include all genders, and if there be more than one Lessee or Lessor, then all words used in the singular shall extend to and include the plural.

34. Paragraph Headings. The paragraph headings throughout this lease are for the convenience of Lessor and Lessee and are not intended to construe the intent or meaning of any of the provisions thereof.

35. Time of the Essence. Time is of the essence of this Lease and all of the terms, provisions, covenants, and conditions hereof.

36. Notices. All notices or demands that are required or may be given under this Lease by one party to another party, or that are required by law, shall be in writing and shall be deemed to have been validly given or served in the following manner: (a) by delivery to the intended addressee; or (b) by depositing the notice with a reputable private courier service for next business day delivery to the intended recipient at its address set forth on the first page of this Lease or at such other address as a party shall have designated for such purpose by notice to the other party or parties; or (c) by depositing the notice with the United States Postal Service for delivery, postage prepaid, registered or certified mail, return receipt requested, to the intended recipient at its address set forth on the first page of this Lease or at such other address as a party shall have designated for such purpose by notice to the other party or parties.

A notice shall be deemed received upon personal delivery to the designated address or three days after being deposited with a private courier service or with the United States Postal Service

as described, supra. Rejection of or refusal to accept a notice or the inability to give notice because a notice of a change in address was not given as required by this Paragraph shall be deemed to be receipt of the notice sent when tendered as provided by this Paragraph.

If a party has designated an agent for service of process, notice to the agent shall conclusively be deemed service on the party. A party shall have the right from time to time to change its address for receipt of notice and to specify any other address within the United States of America by giving written notice of the change in address to the other party or parties at least fifteen (15) days in advance. A notice of change of address is effective under this Lease only when actually received.

37. Assistance of Legal Counsel. The Parties represent and certify to each other that they have been advised to seek the advice of legal counsel and have done so. The Parties have carefully read and fully understand all of the provisions of this Lease, and have thoroughly discussed all aspects of this Lease with their respective counsel. The parties are voluntarily entering into this Lease and no party or its agents, representatives, or attorneys have made any representations concerning the terms or effects of this Lease other than those contained herein.

END OF EXHIBIT F

COUNTY OF MAUI
Grant of Real Property
NARRATIVE APPLICATION

1. *Provide a description of the nature and purpose of the agency requesting the lease or license- to-occupy, including:*
 - a. *Goals of the Organization*
 - b. *Population clientele served*
 - c. *Services provided (including numbers served)*
 - d. *Sources of funding/support for the organizations services and activities*
 - e. *Administrative/management structure*

Hale Makua Health Services (HMHS) was established by the Maui community in 1946, shortly after World War II, to care for frail, vulnerable elders who needed 24-hour care and support, and who had no family to care for them or resources to provide the care. From its humble beginning 71 years ago, HMHS has grown from a single 24-bed residential home to include two nursing homes with rehab centers, a home health care agency, an adult day health center, and an adult residential care home. Our mission, "We improve the well-being of those in our care through compassionate personalized health services, in our home and yours" reflects the commitment we have to providing quality care with competence and compassion to Maui's frail elders and disabled individuals of all ages throughout the continuum of healthcare services that the organization provides.

Hale Makua Health Services is the ninth largest non-government employer, employing over 450 Maui residents in a variety of fields ranging from nursing and nutrition services to human resources and finance. The organization contributes over \$34 million annually to the economy and serves over 1,200 frail elderly and disabled individuals in its homes and in the community annually.

- a. **Goals of the Organization**
 - Increase skilled nursing facility days by 860 days annually
 - Increase intermediate care days at the nursing homes by 2,801 days annually
 - Decrease overtime incurred at Hale Makua Kahului by 10%
 - Modify payer contracts for a financially beneficial payment structure
 - Partner with Maui Medical Group to provide physician services an eliminating the need to pay for a physician to fly in from the mainland
 - Continue to secure \$400,000 in State funding to help cover the cost of providing care for the under- and uninsured
 - Create a master plan for Hale Makua Kahului that will expand services and provide a continuum of health care services for Maui's frail elderly and disabled individuals

b. Population clientele served

Hale Makua Healthy Services serves Maui County residents and visitors of all ages, primarily individuals over the age of 65 and are low income.

c. Services provided (Including numbers served)

The organization's primary services are centered on the two nursing homes with attached rehab center, which have a total of 344 federally and state licensed beds for providing skilled and intermediate nursing care services, including in-patient and out-patient physical, occupational and speech therapy. HMHS is the largest long-term care provider on the island of Maui, serving about 750 individuals annually and discharging over 50% of individuals served back to their own home. The only other nursing home provider is Kula Hospital with 104 beds.

In addition to its two nursing homes, HMHS has a CHAP-accredited home health care agency, which provides skilled nursing and therapy (physical, occupational and speech) services in the comfort of clients' homes. About 400 individuals are served annually through the home health program.

The adult day health center is the only licensed Adult Day Health program on the Island of Maui, and provides day care services and an exercise program for clients during the day and cares for about 75 seniors annually.

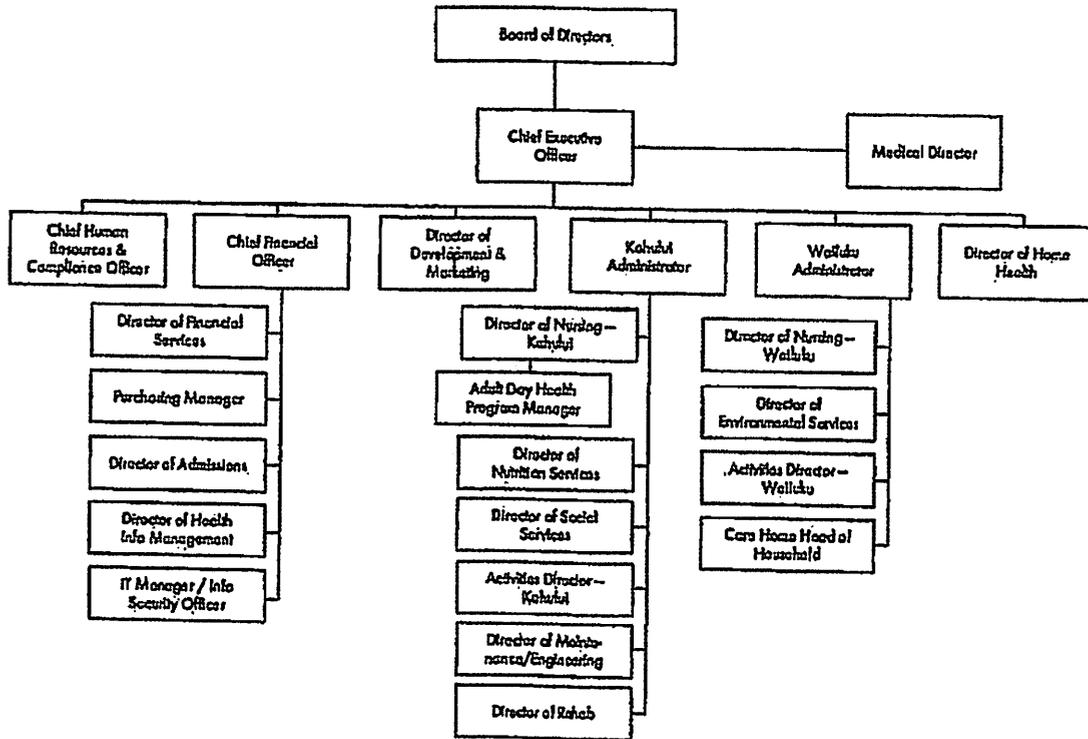
Most recently in 2013, HMHS converted a wing of the Wailuku nursing home that had been closed due to a severe decline in census to a licensed Adult Residential Care Home for up to 22 residents. The care home provides care for individuals who need around the clock supervision and some assistance with activities of daily living. The care home cares for about 25 individuals annually, including respite care from three to 30 days.

d. Sources of funding / support for the organization's services and activities

Funding of Hale Makua Health Services' operations comes primarily through government reimbursements from Medicare and Medicaid. Medicaid is an eligibility program for persons who qualify for financial assistance and Medicare is an entitlement program for persons who have paid into the social security system. Over 85% percent of the residents at Hale Makua Wailuku and over 75% of the nursing home residents at Hale Makua Kahului are Medicaid recipients. Medicaid payments do not cover the full cost of care per day. In fact, Hale Makua loses between \$9 – 11 per day, per Medicaid resident. Medicare provides coverage for 6% of the residents at Kahului Hale Makua and 2% at Wailuku Hale Makua. Private or Kaiser healthcare insurance provides coverage for an average of 13-14% of the residents.

In addition, Hale Makua Health Services is actively engaged in fundraising to support its mission and programs. Through State and County grants, special events, annual appeals and other fundraising activities, Hale Makua raised over \$1.3 million in 2017.

e. Administrative / management structure



2. Please explain the intended usage of the facility (or site) for which the lease/license-to-occupy is being requested. Included information about:

- a. The specific use(s)/activity(ies) to be conducted at the facility/site
- b. The reason and justification of need for these services/activities
- c. The target population to be served at the facility/site
- d. The estimated average number of people using the facility/site on a weekly basis
- e. The frequency of use (i.e. daily, monthly, quarterly, etc. and number of hours per day) of the facility/site

a. The specific use(s)/activity(ies) to be conducted at the facility/site

The site will be utilized to expand Hale Makua Health Services' existing healthcare services to potentially include:

- A 54-bed Expanded Adult Residential Care Home (ARCH) II for individuals needing moderate assistance to nursing home level of care, potentially dedicating a portion of beds for memory care
- A state-of-the-art rehabilitation center to provide in-patient and out-patient physical, occupational and speech therapy with 45 private rooms

b. The reason and justification of need for these services/activities

According to the 2010 Census, Maui's resident population is expected to grow from 129,471 in 2005 to 176,687 in 2030; indicating a population increase of 16% between 2010 and 2020. In next five years on Maui there will be a 9% increase in the 85 and over cohort and a 37% increase in the 75-84 cohort.

Contributing to the explosion in numbers is the surge of Baby Boomers, and an overall longer life expectancy. Nationally, baby boomers have not reached the typical age for nursing home level of care, there will be significant growth nationwide and increased demand for these services

Maui also sees an in-migration of retirees. By 2030, individuals over the age of 65 will represent 20% (35,337 people) of Maui's population. In comparison only 5.88% of Maui's population was over the age of 65 in 1970. This indicates that there will be even greater numbers of individuals exiting the workforce, and even more individuals who may eventually need nursing care as they age.

c. The target population to be served at the facility/site

The target population to be served are seniors who live on the Island on Maui, and individuals who need skilled therapy in recovering from injury or illness.

d. The estimated average number of people using the facility/site on a weekly basis

For phase 1 and 2, approximately 261 people could use the facilities at any given time, plus staff. For future phases, there is potentials that an additional 225 individuals could be served, plus staff. At this time staffing ratios have not yet been determined.

e. The frequency of use (i.e. daily, monthly, quarterly, etc. and number of hours per day) of the facility/site

Individuals being provided housing and rehabilitation services on-site would most likely use the site around the clock daily. Whereas individuals attending Adult Day Health and Adult Day Care programs could vary in attendance of eight to nine hours on one to six days per week. Usage of the senior services center could range from daily to monthly.

3. Explain how/where the services/activities described above are currently being carried out and how use of the requested facility/site will improve delivery of these services/activities.

Currently Hale Makua Health Services provides rehabilitation, nursing home and adult day health services at the Hale Makua Kahului facility located at 472 Kaulana Street in Kahului. The nursing home has 254 beds licensed for skilled and intermediate care. Of those beds, only 16 are dedicated to individuals needing rehabilitation. At times there are 35+ individuals who reside at Hale Makua Kahului who are in need of in-patient therapy. The existing number of dedicated bedrooms and the 1,500 square foot rehab gym are not

sufficient for these demands. In addition, the current 1,000 square foot Adult Day Health center cannot accommodate more than 40 program participants limiting the number of seniors that we are able to provide services to. As the only provider of a State-licensed adult day health program that provides therapeutic exercise, there will be an increasing need as Maui's aging population grows, and the existing space will not be able to grow to meet the need.

By relocating the rehab and adult day health services in Kahului to the requested site, Hale Makua Health Services will be better positioned to meet the demands of Maui's growing senior population by providing more options and greater availability of senior and healthcare related services in a centralized area. In addition, phase two of this project will give seniors more affordable living options, enable seniors to age in place, and create a continuum of retirement services in a centralized location on Maui.

4. Describe the management plan for the facility / site. Who and how will daily management of the facility / site be handled?

Daily management of the facility will be the same as the management of the current programs. The Director of Rehab currently located at Hale Makua Kahului will be relocated to the new rehab facility with oversight provided by the Hale Makua Kahului Administrator. A Head of Household will be hired to oversee operations of the new ARCH II expanded buildings. The current Adult Day Health Program Manager at Hale Makua Kahului will be relocated to oversee Adult Day Health and Adult Day Care operations at the new site. Central plant and services which include maintenance, purchasing, business office, marketing, admissions and nutrition services will be expanded to serve these relocated operations as well as current operations.

5. What would the impact be on the services/activities to be conducted at/through the facility/site if a lease/license to occupy is not granted?

If the site were not granted, Hale Makua Health Services' operations would remain as they are currently. At this time, this lease presents a huge opportunity for the organization to expand senior care services a critical time when the senior population on Maui is growing and the potential demand will exceed current supply. The potential impact to the Maui community is that there will not be enough in-patient rehab beds or senior day care space to meet the Island's future needs.

In addition, Hale Makua Health Services' facilities in Kahului and Wailuku are aging and were built in 1978 and 1966 respectively. The organization recently completed a study on the cost to maintain and repair both facilities. Without a change to current programming and current reimbursement, the costs to maintain and repair the facilities over the next few years are so prohibitive, they would jeopardize the organization's ability to continue providing care for Maui's frail elderly and disabled individuals.

6. If major improvements/construction is planned on the requested site, please provide the following:

- a. Budget including projected costs and funding sources and amounts. Please identify firm/committed funding sources and amounts.*
- b. Description of the planned improvement including plans or at least a conceptual drawing(s) of the facility.*

- a. Budget including projected costs and funding sources and amounts. Please identify firm / committed funding sources and amounts.**

Hale Makua Health Services is currently in the process obtaining cost estimates, which will be followed by a plan to secure funding.

- b. Description of the planned improvement including plans or at least a conceptual drawing(s) of the facility.**

Conceptual site plan drawings are attached.

ALAN M. ARAKAWA
Mayor



MARK R. WALKER
Director

JOHN C. KULP
Deputy Director

SCOTT K. TERUYA
Administrator

GERY MADRIAGA
Assistant Administrator

COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
70 E. KAAHUMANU AVENUE, SUITE A-16, KAHULUI, MAUI, HAWAII 96732-2196
Assessment: (808) 270-7297 | Fax: (808) 270-7884
www.mauipropertytax.com

July 27, 2018

MEMORANDUM

TO: Guy Hironaka, Real Property Manager

VIA: Mark Walker, Director of Finance

FROM: Kyle Shimizu, Real Property Appraiser Supervisor 

Subject: 3-8-007-097-0000 Fair Market Rental Value

This letter is in response to your request dated July 23, 2018 to obtain the fair market rental value of the property located at TMK: 3-8-007-097-0000. In reference to the Hale Makua lease provided for phase 1 and 2, this shall include the Performing Arts building (4,400 sf business living area) at a cost of \$309,500 and Kahului Community Center (3,361 sf business living area) at a cost of \$284,300.

The estimated building value of the subject property as of January 1st, 2018 is \$593,800. Currently, the prevailing fair market rate per annum is estimated to be 9%. Therefore, the estimated fair market rental value per annum would be \$53,442 ($\$593,800 \times .09$).

All values of the subject property stated above were established using standardized mass appraisal techniques by the Real Property Tax Division, for real property tax purposes only.

This response is prepared solely for the use of the Department of Corporation Counsels' internal purposes, and is not intended to be used for lending or any other purposes. No site inspection of the subject parcel was conducted for the purposes of this response.

If you have any more questions about the valuation of this property, or the methods we used to arrive at our final figure, I can be reached at 270-7798.

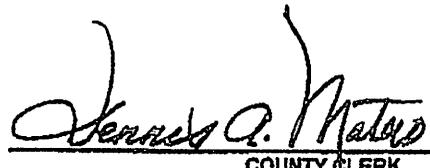
COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

CERTIFICATION OF ADOPTION

It is **HEREBY CERTIFIED** that **RESOLUTION NO. 18-163** was adopted by the Council of the County of Maui, State of Hawaii, on the 5th day of October, 2018, by the following vote:

MEMBERS	Michael B. WHITE Chair	Robert CARROLL Vice-Chair	Allika ATAY	Eleanora COCHRAN	S. Stacy CRIVELLO	Donald B. GUZMAN	G. RUD HOKAMA	Kelly T. KING	Yuki Lei K. SUGIMURA
ROLL CALL	Aye	Excused	Aye	Aye	Aye	Aye	Aye	Aye	Aye



COUNTY CLERK

Resolution

No. 18-164

URGING THE MAYOR OF THE COUNTY OF MAUI TO DEVELOP A MASTER PLAN FOR TAX MAP KEY (2) 3-8-007:097, IN COORDINATION WITH HALE MAKUA HEALTH SERVICES, TO PROVIDE HEALTH CARE FACILITIES, SERVICES, AND PROGRAMS FOR THE ELDERLY POPULATION OF THE COUNTY

WHEREAS, the County of Maui is the owner of approximately 34.082 acres identified for real property tax purposes as tax map key (2) 3-8-007:097, upon which the Kahului Community Center Park ("KCC") is currently located; and

WHEREAS, Hale Makua Health Services ("Hale Makua") is a 501(c)(3) Hawaii nonprofit corporation whose goal, in part, is dedicated to creating environments that promote quality of life for the frail and elderly and their care partners; and

WHEREAS, the population of Maui residents over the age of sixty-five is anticipated to grow by approximately twenty-three percent in the next five years and over one hundred percent by the year 2040; and

WHEREAS, the health care industry is rapidly changing and there is a need to create a new health care delivery system that is more cost effective, has more home- and community-based services, and is less institutional; and

WHEREAS, the County intends to grant a lease of County real property for portions of KCC to Hale Makua to advance the County's and Hale Makua's shared vision of providing state-of-the-art rehabilitation and senior living facilities, health care services, and senior-oriented recreational facilities; and

WHEREAS, this vision could be advanced through a Master Plan for the future use and development of KCC, to provide a central location for the care, education, and management of elderly services, including facilities to be developed and maintained by Hale Makua and the County; and

EXHIBIT 6

Resolution No. 18-164

WHEREAS, to be effective, the development of the Master Plan must include the input of the community to ensure that the needs of the various KCC user groups are taken into consideration; and

WHEREAS, the development of the Master Plan, and planning, design, and construction of facilities by the County and Hale Makua at KCC will require substantial contributions of time and effort by the parties, which will allow current park users to transition to nearby facilities developed by the County and others in the central Maui area; and

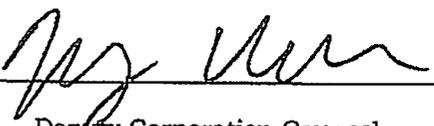
WHEREAS, the Master Plan, developed in collaboration with the County, shall guide the expansion of existing and creation of new programs and facilities at KCC, including services, senior and intergenerational recreational activities, and a new County senior center, with assisted transportation programs, dining programs, and volunteer programs; and

WHEREAS, upon completion of the Master Plan, the County and Hale Makua shall seek approval from the Council to lease the remaining portions of KCC, including, but not limited to, the Kokua Pool, ball fields, tennis courts, and playground areas; now, therefore,

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

1. That it hereby finds that it is necessary and in the public interest to urge the Mayor of the County of Maui to develop a master plan for tax map key (2) 3-8-007:097, in coordination with Hale Makua Health Services, to provide health care facilities, services, and programs for the elderly population of the County; and
2. That certified copies of this resolution be transmitted to the Mayor, the Director of Parks and Recreation, the Director of Housing and Human Concerns, the Director of Finance, and Hale Makua.

APPROVED AS TO FORM AND LEGALITY



Deputy Corporation Counsel
County of Maui

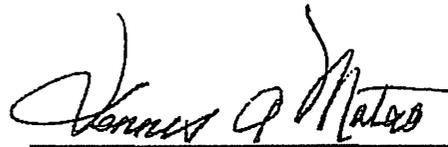
COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

CERTIFICATION OF ADOPTION

It is **HEREBY CERTIFIED** that **RESOLUTION NO. 18-164** was adopted by the Council of the County of Maui, State of Hawaii, on the 5th day of October, 2018, by the following vote:

MEMBERS	Michael B. WHITE Chair	Robert CARROLL Vice-Chair	Ailka ATAY	Eleanora COCHRAN	S. Stacy CRIVELLO	Donald S. GUZMAN	G. Riki HOKAMA	Kelly T. KING	Yuki Lei K. SUGIMURA
ROLL CALL	Aye	Excused	Aye	Aye	Aye	Aye	Aye	Aye	Aye



COUNTY CLERK

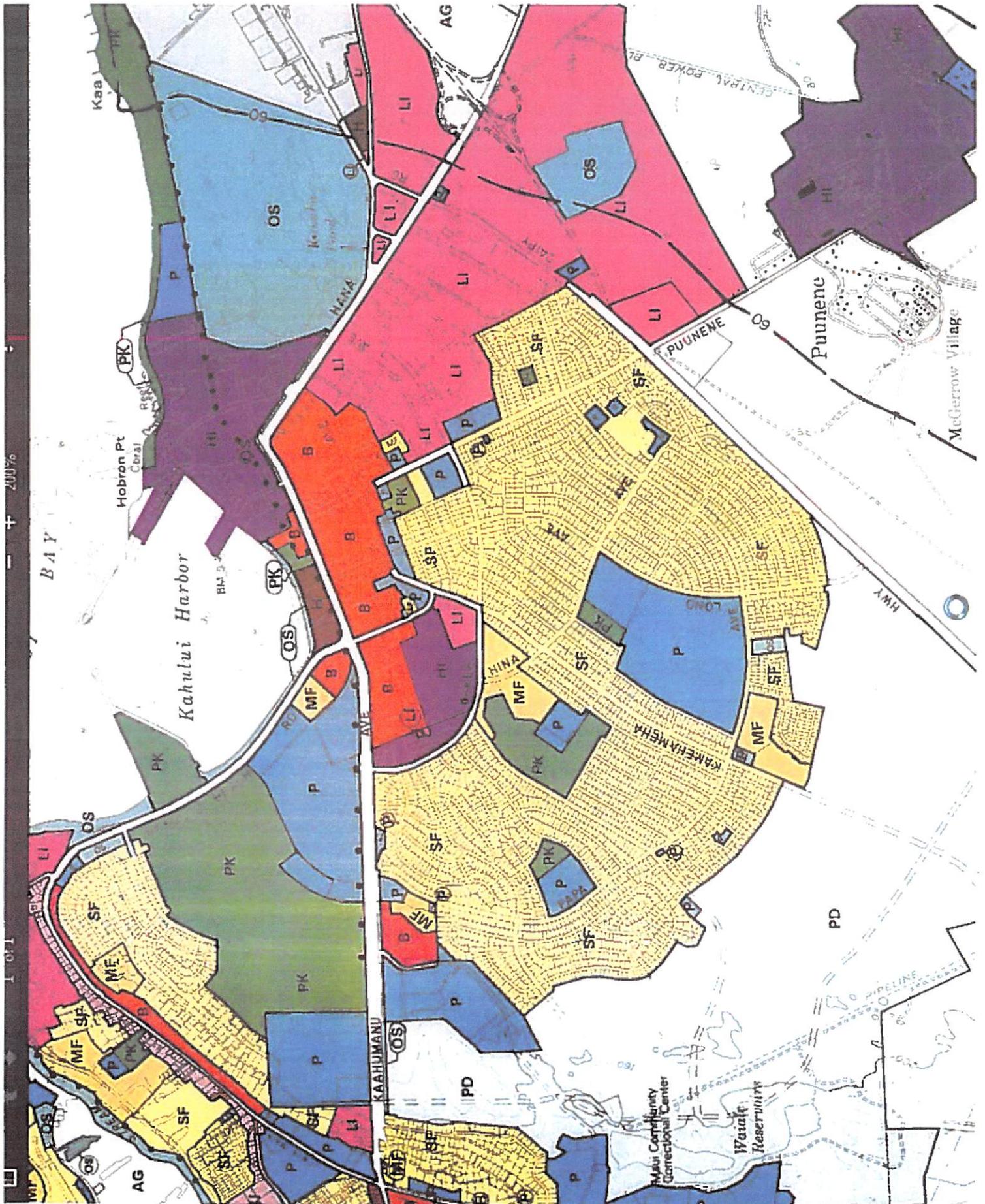


EXHIBIT 7

Layer List Legend

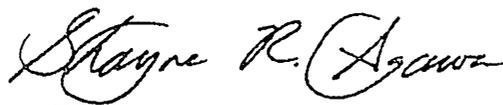
- Parcels
- Island of Maui Zoning (2019)
 -  R-0 Residential
 -  R-1 Residential
 -  R-2 Residential
 -  R-3 Residential
 - [show all values...](#)



EXHIBIT 8

Parcel ID	380070970000	Situs/Physical Address	275 UHU ST	Assd Land Value	\$340,800	Last 2 Sales			
Acreage	34.082	Mailing Address	COUNTY OF MAUI	Assd Building Value	\$906,100	Date	Price	Reason	Qual
Class	CONSERVATION		00000	Total Assd Value	\$1,246,900	2/10/1995	0	n/a	U
				Exempt Value	\$1,246,900	n/a	0	n/a	n/a

AGENCY TRANSMITTAL RESPONSE e-FORM
FOR DEPARTMENT OF PLANNING, COUNTY OF MAUI
 4/2/2019

AGENCY NAME	Department of Environmental Mgmt.	PHONE	270-8230
PROJECT:	Community Plan Amendment from Park to P-2 Public/Quasi-Public and Change in Zoning from R-2 Residential to P-2 Public/Quasi-Public		
APPLICANT:	Michele McLean, Department of Planning		
STREET ADDRESS:	275 Uhu Street, Kahului, Island of Maui, Hawaii		
PROJECT DESCRIPTION:	Expansion of the Hale Makua facility onto the Kahului Community Park		
TMK:	(2) 3-8-007:097		
PERMIT NO.:	CPA 2018/0006, CIZ 2018/0007		
<input checked="" type="checkbox"/> COMMENTS/RECOMMENDATIONS <input type="checkbox"/> NO COMMENTS			
WASTEWATER RECLAMATION DIVISION COMMENTS			
a. While not a condition of this Change in Zoning Application, the project developer will be required to contribute their fair share of the cost for potential sewer upgrades in Hina and Wakea Avenues to accommodate added flows from this development. b. Although wastewater system capacity is currently available as of the date of this letter, the developer should be informed that wastewater system capacity cannot be ensured until the issuance of the building permit. c. Provide discussion and calculations (sewer impact study) to substantiate that the existing wastewater system is adequate to serve this project. d. Wastewater contribution calculations are required before building permit is issued. e. Developer is not required to pay assessment fees for this area at the current time. f. Developer is required to fund any necessary off-site improvements to collection system and wastewater pump stations. g. Plans should show the installation of a single service lateral and property sewer service manhole near the property line, if none exist. h. Commercial kitchen facilities within the proposed project shall comply with pre-treatment requirements (including grease interceptors, sample boxes, screens etc.) i. Non-contact cooling water and condensate should not drain to the wastewater system.			
<input type="checkbox"/> COMMENTS/RECOMMENDATIONS <input checked="" type="checkbox"/> NO COMMENTS			
SOLID WASTE DIVISION COMMENTS			
Signed:			4/2/19
Print Name:	Shayne R. Agawa, Deputy Director		Date



HALE MAKUA HEALTH SERVICES

Wailuku, Hawaii • 96793 • 808-241-1111
HAWAIIAN • COMMUNITY CARE
www.halemakua.org

May 20, 2020

Shayne R. Agawa, Deputy Director
County of Maui
Department of Environmental Management
2050 Main Street, Suite 2B
Wailuku, Hawaii 96793

SUBJECT: COMMUNITY PLAN AMENDMENT FROM PARK TO P-2 PUBLIC/QUASI-PUBLIC AND CHANGE IN ZONING FROM R-2, RESIDENTIAL TO P-2, PUBLIC/QUASI-PUBLIC; HALE MAKUA EXPANSION AT THE KAHULUI COMMUNITY PARK (CPA 2018/0006 AND CIZ 2018/007 (TMK (2)3-8-007:097)

Dear Mr. Agawa:

We have received a copy of the Department of Environmental Management's comments dated April 2, 2020, from the Planning Department as it relates to the subject requests. We appreciate your input to the proposed land use amendments, and provide the following responses to the comments provided.

a. *Comment: While not a condition of this Change in Zoning Application, the project developer will be required to contribute their fair share of the cost for potential sewer upgrades in Hina and Waken Avenues to accommodate added flows from this development.*

Response: As specific master plan components are advanced in their planning and design, coordination will be undertaken with the Department to discuss off-site improvement requirements. As applicable, fair share contribution of costs for these improvements will be addressed by the development entity.

b. *Comment: Although wastewater system capacity is currently available as of the date of this letter, the developer should be informed that wastewater system capacity cannot be ensured until the issuance of the building permit.*

Response: Hale Makua understands that wastewater system capacity cannot be ensured until the building permit phase of project implementation.

- c. ***Comment: Provide discussion and calculations (sewer impact study) to substantiate that the existing wastewater system is adequate to serve this project.***

Response: A sewer impact study will be prepared in connection with future project development actions. As noted, the objective of the study will be to confirm the adequacy of the wastewater system.

- d. ***Comment: Wastewater contribution calculations are required before building permit is issued.***

Response: Hale Makua understands that wastewater contribution calculations are required prior to the issuance of a building permit.

- e. ***Comment: Developer is not required to pay assessment fees for this area at the current time.***

Response: Hale Makua understands that there currently is no requirement for wastewater assessment fees.

- f. ***Comment: Developer is required to fund any necessary off-site improvements to collection system and wastewater pump stations.***

Response: As project development elements advance to the design phase, coordination will be undertaken with the Department to discuss off-site improvements required, as well as, associated funding needs.

- g. ***Comment: Plans should show the installation of a single service lateral and property sewer service manhole near the property line, if none exists.***

Response: As project elements proceed to the design phase, service lateral and manhole requirements will be addressed by the design team.

- h. ***Comment: Commercial kitchen facilities within the proposed project shall comply with pre-treatment requirements (including grease interceptors, sample boxes, screens, etc.).***

Response: Should there be commercial kitchen facilities proposed, the design and construction of such facilities will comply with the County's pre-treatment requirements.

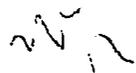
Shayne R. Agawa, Deputy Director
May 20, 2020
Page 3

- i. *Comment: Non-contact cooling water and condensate should not drain to the wastewater system.*

Response: Designs for future projects will ensure that non-contact cooling water and condensate will not drain to the wastewater system.

Thank you again for providing comments on the proposed land use changes. We look forward to continued coordination with the Department on the master planning and design work for the Kahului Community Park property.

Sincerely,



Wesley Lo
CHIEF EXECUTIVE OFFICER

cc: Tara Furukawa, Planning Department
Michael Munekiyo
K:\DATA Hale Makua Kahului CC CPA and CO/ Applications\CPA Response\DEM.doc

AGENCY NAME	Real Property Assessment	PHONE	463-3155
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Agency Transmittal - CPA 2018/0006, CIZ 2018/0007)

March 7, 2019

Page 2

NO COMMENT			
Signed:		Dated:	3/18/19
Print Name:	Marcy Martin	Title:	PTD

RECOMMENDED CONDITIONS BOX			
Signed:		Dated:	
Print Name:		Title:	

GENERAL COMMENTS BOX
<p>The property is non taxable County of Miami owned.</p>

EXHIBIT 11

AGENCY NAME	1A	PHONE	
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Agency Transmittal - CPA 2018/0006, CIZ 2018/0007)
 March 7, 2019
 Page 2

NO COMMENT			
Signed:		Dated:	4/25/19
Print Name:	Cyndie Blankenship	Title:	HOWARD ADMINISTRATOR

RECOMMENDED CONDITIONS BOX			
Signed:		Dated:	
Print Name:		Title:	

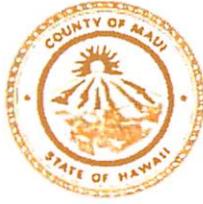
GENERAL COMMENTS BOX			

19/1783

MICHAEL P. VICTORINO
Mayor

KARLA H. PETERS
Director

JOHN L. BUCK III
Deputy Director



DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nako'a Street, Unit 2, Wailuku, Hawaii 96793
Main Line (808) 270-7230 / Facsimile (808) 270-7942

April 4, 2019

RECEIVED

APR 5 2019

COUNTY OF MAUI
DEPARTMENT OF PLANNING

Jared Burkett, Staff Planner
Department of Planning
County of Maui
2200 Main Street, Suite 315
Wailuku, HI 96793

Dear Mr. Burkett:

SUBJECT: COMMUNITY PLAN AMENDMENT FROM PARK TO P-2 PUBLIC/QUASI-PUBLIC AND CHANGE IN ZONING FROM R-2 RESIDENTIAL TO P-2 PUBLIC/QUASI-PUBLIC; EXPANSION OF THE HALE MAKUA FACILITY ONTO THE KAHULUI COMMUNITY PARK; CPA 2018/0006, CIZ 2018/0007; TMK: (2) 3-8-007:097

Thank you for the opportunity to review and comment on the subject project. The Department of Parks & Recreation is in support of the transition to allow the expansion of the Hale Makua facility onto the Kahului Community Park property.

Should you have any questions, please feel free to contact me or Robert Halvorson, Chief of Planning and Development, at robert.halvorson@co.maui.hi.us or (808) 270-7931.

Sincerely,

KARLA H. PETERS
Director of Parks & Recreation

c: Robert Halvorson, Chief of Planning and Development

KP:RH:csa

EXHIBIT 13

1911935

MICHAEL P. VICTORINO
Mayor

ROWENA M. DAGDAG-ANDAYA
Acting Director

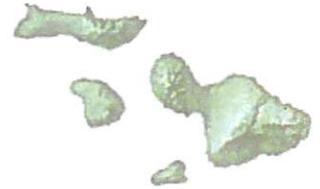
Deputy Director

GLEN A. UENO, P.E., L.S.
Development Services Administration

RODRIGO "CHICO" RABARA, P.E.
Engineering Division

JOHN R. SMITH, P.E.
Highways Division

Telephone: (808) 270-7845
Fax: (808) 270-7955



COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
200 SOUTH HIGH STREET, ROOM 434
WAILUKU, MAUI, HAWAII 96793

April 12, 2019

MEMO TO: MICHELE MCLEAN, PLANNING DIRECTOR

F R O M: ROWENA M. DAGDAG-ANDAYA, ACTING DIRECTOR OF PUBLIC WORKS

SUBJECT: CHANGE IN ZONING AND COMMUNITY PLAN AMENDMENT FOR EXPANSION OF HALE MAKUA FACILITY ONTO THE KAHULUI COMMUNITY PARK; TMK: (2) 3-8-007:097 CPA 2018/0006; CIZ 2018/0007

We reviewed the subject application and have no comments at this time.

If you have any questions regarding this memorandum, please call me at 270-7845.

RMDA:da
xc: Engineering Division
S:\DSA\Engr\CZM\Draft Comments\38007097_hale_makua_facility_exp_cpa_ciz.rtf

DEPT. OF PLANNING
COUNTY OF MAUI

APR 15 2019

RECEIVED

EXHIBIT 1A

AGENCY NAME	Transportation	PHONE	270-7511
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Agency Transmittal – CPA 2018/0006, CIZ 2018/0007)
 March 7, 2019
 Page 2

NO COMMENT			
Signed:		Dated:	3/15/19
Print Name:	Marc Takamori	Title:	Director

RECOMMENDED CONDITIONS BOX			
Signed:		Dated:	
Print Name:		Title:	

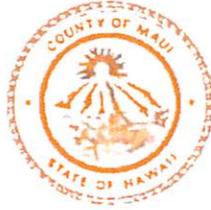
GENERAL COMMENTS BOX			

EXHIBIT 15

MICHAEL P. VICTORINO
Mayor

JEFFREY T. PEARSON, P.E.
Director

HELENE KAU
Deputy Director



DEPARTMENT OF WATER SUPPLY
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauewater.org

March 27, 2019

Mr. Jared Burkett, Staff Planner
County of Maui, Department of Planning
2200 Main Street, Suite 315
Wailuku, Hawai'i 96793

RE: Expansion of the Hale Makua facility onto the Community Park
CPA 2018/0006, CIZ 2018/0007
TMK: (2) 3-8-007:097

Dear Mr. Burkett,

Thank you for the opportunity to comment on the proposed new Hale Makua facility expansion with the requested Community Plan Amendment (CPA) and Change in Zoning (CIZ) allowing this type of project on this parcel.

Source, Infrastructure, and Demand

The project overlies the Kahului aquifer with a sustainable yield of one million gallons per day. Numerous fire hydrants surround the property with 8-inch and 12-inch water mains adjacent to the property. Should a meter be required, the project would be subject to limitations set forth in Title 16, Chapter 202, of the County Administrative Rules, Rules Relating to Water Meter Reservations. Please contact DWS Engineering for further information at (808) 270-7835, Tammy Yeh.

Additional water demand based on DWS standards is not possible to determine with the limited information provided in the transmittal for this project.

Should you have any questions, please contact Staff Planner Audrey Dack at (808) 463-3109 or audrey.dack@mauicounty.gov.

Sincerely,

Jeffrey T. Pearson, P.E.
Director
apd

MICHAEL P. VICTORINO
Mayor

DAVID C. THIYNE
Fire Chief

BRADFORD K. VENTURA
Deputy Fire Chief



DEPARTMENT OF FIRE & PUBLIC SAFETY
COUNTY OF MAUI
200 DAIRY ROAD
KAHULUI, HI 96732

April 7, 2020

Planning Department
Attn: Michele McLean
2200 Main St. Suite 305
Wailuku, HI 96793

SUBJECT: 275 West Uhu St. – Hale Makua & Kahului Community Park
Kahului, HI
CPA 2018/0006, CIZ 2018/0007
TMK: (2) 3-8-007:097

Dear Michele,

Thank you for allowing our office to provide comment on the subject proposed project. As per your request, comments are provided below:

- Our office has no comments in regards to the associate CPA & CIZ.

If there are any questions or comments, please feel free to contact me at (808) 876-4693 or by email at paul.haake@mauicounty.gov.

Sincerely,

Paul Haake

A handwritten signature in cursive script that reads "Paul Haake".

Captain - Fire Prevention Bureau

EXHIBIT 17

1911332



POLICE DEPARTMENT COUNTY OF MAUI



MICHAEL P. VICTORINO
MAYOR

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411

TIVOLI S. FAAUMU
CHIEF OF POLICE

DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

OUR REFERENCE
YOUR REFERENCE

March 12, 2019

MEMORANDUM

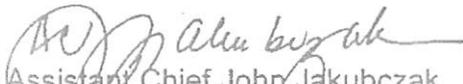
TO : JARED BURKETT, STAFF PLANNER
DEPARTMENT OF PLANNING

FROM : TIVOLI S. FAAUMU, CHIEF OF POLICE

SUBJECT : PERMIT NO.: CPA 2018/0006, CIZ 2018/0007
 TMK : (2) 3-8-007:097
 Project : Community Plan Amendment from Park to
 P-2 Public/Quasi-Public and Change in
 Zoning from R-2 Residential to P-2 Public/
 Quasi-Public
 Applicant : Michele McLean, Department of Planning

No comments or recommendations to offer at this time.
 Refer to enclosed comments and/or recommendations.

Thank you for giving us the opportunity to comment on this project.


 Assistant Chief John Jakubczak
 For: TIVOLI S. FAAUMU
 Chief of Police

DEPT. OF PLANNING
 COUNTY OF MAUI
 MAR 15 2019
 RECEIVED

EXHIBIT 18

19/1/19

DAVID Y. IGE
GOVERNOR OF HAWAII



BRUCE S. ANDERSON, Ph.D.
DIRECTOR OF HEALTH

LORRIN W. PANG, M.D., M.P.H.
DISTRICT HEALTH OFFICER

STATE OF HAWAII
DEPARTMENT OF HEALTH
MAUI DISTRICT HEALTH OFFICE
54 HIGH STREET
WAILUKU, HAWAII 96793-3378

DEPT. OF PLANNING
COUNTY OF MAUI

MAR 22 2019

RECEIVED

March 19, 2019

Ms. Michele Chouteau McLean
Director
Department of Planning
County of Maui
One Main Plaza Building
2200 Main Street, Suite 315
Wailuku, Hawai'i 96793

Attn: Jared Burkett

Dear Ms. McLean:

Project: Community Plan Amendment from Park to P-2 Public/Quasi-Public and Change in Zoning from R-2 Residential to P-2 Public/Quasi-Public
Applicant: Michele McLean, Department of Planning
TMK: (2) 3-8-007:097
Address: 275 Uhu Street, Kahului, Maui, Hawaii
Permit No.: CPA 2018/0006, CIZ 2018/0007
Description: Expansion of the Hale Makua facility onto the Kahului Community Park

Thank you for the opportunity to review this project. We have no comments to offer. Should you have any questions, please contact me at 808 984-8230 or email me at patricia.kitkowski@doh.hawaii.gov.

Sincerely,

Patti Kitkowski
District Environmental Health Program Chief

c Sina Pruder, EMD

EXHIBIT 19

MICHAEL P. VICTORINO
Mayor

MICHELE CHOUTEAU MCLEAN, AICP
Director

JORDAN E. HART
Deputy Director



DEPARTMENT OF PLANNING
COUNTY OF MAUI
ONE MAIN PLAZA
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HAWAII 96793

19 0098

TRANSMITTAL

March 7, 2019

STATE AGENCIES	
<input checked="" type="checkbox"/>	Dept of Health, Honolulu
<input checked="" type="checkbox"/>	Dept of Health, Maui
<input checked="" type="checkbox"/>	Dept of Human Services
<input checked="" type="checkbox"/>	DLNR-SHPD, Maui
OTHER	
<input checked="" type="checkbox"/>	Maui Electric Company

COUNTY AGENCIES	
<input checked="" type="checkbox"/>	Dept of Environmental Management (2)
<input checked="" type="checkbox"/>	Dept of Finance--Real Property Division
<input checked="" type="checkbox"/>	Dept of Housing & Human Concerns
<input checked="" type="checkbox"/>	Dept of Parks & Recreation
<input checked="" type="checkbox"/>	Dept Public Works (4)
<input checked="" type="checkbox"/>	Dept of Transportation
<input checked="" type="checkbox"/>	Dept of Water Supply
<input checked="" type="checkbox"/>	Fire & Public Safety
<input checked="" type="checkbox"/>	Police Department

PROJECT:	Community Plan Amendment from Park to P-2 Public/Quasi-Public and Change in Zoning from R-2 Residential to P-2 Public/Quasi-Public
APPLICANT:	Michele McLean, Department of Planning
PROJECT ADDRESS:	275 Uhu Street, Kahului, Island of Maui, Hawaii
PROJECT DESCRIPTION:	Expansion of the Hale Makua facility onto the Kahului Community Park
TMK:	(2) 3-8-007:097
PERMIT NO.:	CPA 2018/0006, CIZ 2018/0007

TRANSMITTED TO YOU ARE THE FOLLOWING:

<input checked="" type="checkbox"/>	Project Summary
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THESE ARE TRANSMITTED AS CHECKED BELOW:

<input checked="" type="checkbox"/>	For your Comment and Recommendation
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Please provide comments and/or identify any issues or items you would like the Department of Planning to propose as conditions of project approval. Please also provide any previous comment letters, etc., pertinent to this application. Submit your comments directly to me by April 8, 2019. A comment box is also provided to assist you. If you have no comments, please sign the "No Comment" box and email the signed form to me.

Thank you for your time and assistance. For additional clarification, please contact me by email at jared.burkett@mauicounty.gov or by phone at 808-270-7378.

Sincerely,

JARED BURKETT, Staff Planner

Attachments:

- xc: Ann T. Cua, Supervisor (PDF)
- Jared L. Burkett, Staff Planner (PDF)
- Project File

JLB:lak

K:\WP_DOCS\Planning\Cpa\2018\0006_HaleMakua_Park-Public_QPAgencyTransmittal.doc

EXHIBIT 20

AGENCY NAME		PHONE	
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Agency Transmittal – CPA 2018/0006, CIZ 2018/0007)

March 7, 2019

Page 2

NO COMMENT			
Signed:	<i>Scott Nakasone</i>	Dated:	3/25/19
Print Name:	SCOTT NAKASONE	Title:	Division Administrator

RECOMMENDED CONDITIONS BOX			
Signed:		Dated:	
Print Name:		Title:	

GENERAL COMMENTS BOX			

DAVID Y. IGE
GOVERNOR OF
HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE HISTORIC PRESERVATION DIVISION
KAKUHIHEWA BUILDING
601 KAMOKILA BLVD., STE 555
KAPOLEI, HI 96707

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

ASIANIC RESOURCES
PLANNING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
CONSTRUCTION
GEOLOGY AND WILDLIFE
HISTORIC PRESERVATION
KAHOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

April 21, 2020

Michele Chouteau McLean, Director
County of Maui
Department of Planning
2200 Main St., Suite 315
Wailuku, Hawaii 96793

IN REPLY REFER TO:
Log No.: 2019.00546
Doc. No.: 2004LS20
Archaeology

Dear Ms. McLean:

**SUBJECT: Chapter 6E-42 Historic Preservation Review –
Community Plan Amendment – CPA 2018/0006
Change in Zoning – CIZ 2018/0007
275 Uhu St., Kahului – Expansion of the Hale Makua facility
Wailuku Ahupua'a, Pā'ali Komohana District, Island of Maui
TMK: (2) 3-8-007:097 por.**

This letter provides the State Historic Preservation Division's (SHPD's) review of the subject permit applications to amend the Wailuku-Kahului Community Plan and Land Use Map from Park to Public/Quasi-Public and for the proposed Change in Zoning from R-2 Residential to P-2 Public/Quasi Public in order to expand the Hale Makua Health Services facility and to utilize portions of the Kahului Community Center Park for facility purposes. The SHPD received this permit application on March 13, 2019 which included a County of Maui cover letter, an HRS 6E Submittal Form, and a map of the subject parcel. The project area comprises a 7.401-acre portion of the 34.082-acre parcel. According to the submittal, the expansion of the Hale Makua Health Services facility is not permitted under the current land use designations. The proposed change will allow the facility to expand their range of care services to address the needs of the growing aging population. At this time, no development is proposed and there is no proposed subsurface disturbance.

Our records indicate that an archaeological inventory survey has not been completed for the subject parcel. In addition, the Maui Lani Burial Complex (Site 50-50-04-2797) is located within a portion of the subject parcel. The USDA (Foote et al. 1982) identifies the soils as Puuone sand, which is known to contain both isolated and clusters of human burials.

Based on the information provided above, the SHPD has no objections to the change in zoning. Further, per HAR §13-284-7(e), when the SHPD comments that the action shall not affect any significant historic properties, this is the SHPD's written concurrence and historic preservation review ends. The HRS 6E historic preservation review process is ended for the subject project. The permitting process may proceed.

However, SHPD requests the opportunity to review and comment on any future project involving ground disturbing activities as no archaeological survey has been conducted of the project area which contains Puuone sand, the Maui Lani Burial Complex and, likely, undocumented human burials.

Please contact Susan Lebo, Archaeology Branch Chief, at Susan.A.Lebo@hawaii.gov or at (808) 692-8019 for matters regarding archaeological resources or this letter.

EXHIBIT 21

Ms. McLean
April 21, 2020
Page 2

Aloha,

Alan Downer

Alan S. Downer, PhD
Administrator, State Historic Preservation Division
Deputy State Historic Preservation Officer

cc: Department of Planning, planning@mauicounty.gov
Jared Burkett, jared.burkett@mauicounty.gov
Tara Furukawa, tara.furukawa@mauicounty.gov

**MAUI PLANNING COMMISSION
PORTION OF REGULAR MINUTES
ITEM E.1
JUNE 23, 2020**

Ms. McLean: Next on the agenda we have a new public hearing item and this is a matter that was initiated by yours truly, the Planning Department for a Community Plan Amendment to amend the Wailuku-Kahului Community Plan from Park to Public/Quasi-Public and a Change in Zoning from R-2 Residential District to P-2 Public/Quasi-Public for approximately 34.082 acres of land in Kahului at 3-8-007:097 where the Hale Makua facility is located and this also includes the Kahului Community Center site to enable Hale Makua to accommodate future expansion of existing facilities and to development of new programs to serve seniors. Tara Furukawa is the project planner.

E. PUBLIC HEARING (Action to be taken after each public hearing.)

- 1. PLANNING DIRECTOR MICHELE CHOUTEAU MCLEAN ON BEHALF OF THE COUNTY OF MAUI AND THE HALE MAKUA HEALTH SERVICES requesting a Community Plan Amendment to amend the Wailuku-Kahului Community Plan land use designation from Park to Public/Quasi-Public and a Change of Zoning from R-2 Residential District to P-2 Public/Quasi-Public District for approximately 34.082 acres of land in Kahului, Island of Maui at Tax Map Key: (2) 3-8-007:097. The changes will enable Hale Makua to accommodate the future expansion of existing facilities and development of new programs to serve seniors. (CPA 2018/0006) (CIZ 2018/0007) (T. Furukawa)**

Ms. Tara Furukawa: Good morning, Commissioners.

Mr. Carnicelli: Good morning, Tara. Do you promise to be truthful?

Ms. Furukawa: Yes.

Mr. Carnicelli: Thank you.

Ms. Furukawa: This matter's being referred to you because the Planning Commission must make a recommendation to the County Council. Mike Munekiyo is a board member and he'll present you with the scope of the proposed land use entitlement changes and I'll come back and present you with the Department recommendation.

Mr. Carnicelli: Great. Thank you.

Mr. Mike Munekiyo: Good morning, Mr. Chair, Members of the Commission.

Mr. Carnicelli: Good morning, Mr. Munekiyo. I'll ask you again, 'cause you already said earlier but a different item, do you promise to be truthful?

Mr. Munekiyo: I do.

Mr. Carnicelli: Great. Thank you.

Mr. Munekiyo: If I may Commission let me share the screen.

Mr. Carnicelli: Yep.

Mr. Munekiyo: I think this will help to give the Commission background. Let's see. Does everybody see the screen there?

Mr. Carnicelli: Yes.

Mr. Munekiyo: Okay, thank you very much. So this is Mike Munekiyo and I'm here this morning as a member of the Hale Makua Health Services Board of Directors and so I'll be giving the initial presentation and our CEO will follow with some remarks which I think will provide useful information for the Commissioners in understanding why it is that the Director initiated these land use entitlements and how it is that the park will be used as a future element of this community. So, let me just begin the PowerPoint.

So, the two elements of the land use request initiated by the Director. First, an amendment to the Wailuku-Kahului Community Plan Land Use Map for the Kahului Community Center Park from the Park Land Use Designation to the Public/Quasi-Public Land Use Designation. The second element is the Change in Zoning element which would change the zoning of the park from R-2 Residential Zoning District to the P-2 Public/Quasi-Public Zoning District and I might add that the reason for the Public/Quasi-Public Land Use Designations is to allow Hale Makua to collaborate with the County in developing facilities for our seniors and frail elderly community members which Mr. Lo will speak to in a minute.

So is the...an aerial overview of the project. This is Hale Makua's Kahului Campus right here. For a geographic reference Onehee Avenue is up top of the slide, Wakea Avenue here. This within the dash line is the Kahului Community Center Park and just again for further reference, the Hale Mahaolu Elua in the yellow outline here, the Akahi project for Hale Mahaolu here, but again this just allows the Commission to see the geographic reference points for the park area and I'll show you a few photos, but in the photos just again for reference these are the tennis, oops sorry about that, the tennis courts here, this is the sports fields, Kokua Pool here, Kahului Community Center here and this is the gate ball field which some of you may be familiar with, but let me just go through the photos.

So, this is a photo of the tennis courts at the park. This is a photo of the Kokua Pool at the park. It's currently under repair. This is the sports field I reference, the big field, open area at the park looking towards the east, and the buildings in the background here beyond the trees are actually the Kahului Community Center facilities and turning around this is the gate ball field looking towards the south, southeast so that's more of a ground level view of what the park encompasses.

So, a bit of history just for Commissioner's background. County Council approved Resolution No. 18-163 and that Resolution authorizes Hale Makua to lease two separate portions of the park for frail and elder care health services. Phase 1 is a 2.8-acre portion of the park for a new, state-of-

the-art rehabilitation center and I'll show the limits of Phase 1 in a minute. Phase 2 is 4.6-acre portion of the park for additional kupuna health and social service facilities.

Secondly, just in terms of partnership foundation between the County and Hale Makua, Council approved its Resolution No. 18-164 and that enables Hale Makua to lease the remainder of the park following completion of the County Hale Makua developed master plan for the remaining areas. So, two elements of two separate resolutions, Resolution 163 allows for Phase 1 and Phase 2 development. Resolution 164 allows for the balance of the park, the 30 somewhat acres to be master planned and ultimately implemented in collaborative fashion with the County.

So again, just for reference purposes this is Hale Makua's Kahului Campus. The Phase 1 area here that's the 2.8-acre area that would be envisioned for the state-of-the-art rehabilitation center. Phase 2 here for future planning, for frail and elderly services.

So just a little bit of background in terms of the relationship of this director-initiated land use request versus some of the more traditional requests that this Commission has observed. Number 1, there are no specific development proposals associated with this land use request. And if approved, the public/quasi-public land use designation will allow Hale Makua and the County to proceed with phased development and master planning of the park for kupuna healthcare and services.

Just again, little bit more background in terms of the land use request as it relates to current regulatory regimes. When future master planning does occur and development does occur at that point there will be a requirement for compliance with Chapter 343, Hawaii Revised Statutes and that relates to the preparation and processing of environmental assessments, this current County initiated or Director initiated community plan amendment is considered an exempt action so an EA has not been prepared. Also, when the future master planning and development does occur there will, of course, be compliance requirements with applicable agency requirements such as the provision of offsite infrastructure and completion of appropriate technical studies such as archaeological and cultural studies. At this point its focuses to get the land use, underlying land use designations to the public/quasi-public designation so that planning can begin. And so, at this point, Commissioners I'd like to turn the presentation over to Wes Lo who is the CEO of Hale Makua. Wes.

Mr. Wesley Lo: Good morning, Chair and Commissioners. I'm Wesley Lo, I am the CEO for Hale Makua Health Services. Maybe if I can go back to the first slide real quick, Mike. Just some background on the genesis of this project.

Mr. Carnicelli: Excuse me just real quick, I just gotta ask you, do you promise to be truthful?

Mr. Lo: Yes, I do.

Mr. Carnicelli: Thank you. Go ahead.

Mr. Lo: Sorry about that.

Mr. Carnicelli: No worry.

Mr. Lo: Okay, just some background on the genesis of this project. So, as I think you all probably are very familiar Hale Makua is the primary provider of post-acute care services in the Island of Maui and our mission is to meet the ever-changing needs of the community when it comes to post-acute care.

So back in 2016, the Board adopted a strategic plan to really, one of the main things was to align the bed count for skilled nursing facilities to the needs of the community. So again, the genesis was that we started looking at our current facilities, the Wailuku facility and our Kahului facility and I'm not sure if either, any of you have been to those facilities but I will tell you that they are old, and as we started doing the assessment we realized that if for us to expand or reprogram it would be extremely cost prohibitive and frankly our buildings probably were built before there was Code so it was severely restricted in the reprogramming.

So as we started looking at that we asked then Mayor Arakawa if he would consider providing us the option to expand into the Kahului Community Center and we initially were looking at what we refer to as the gate ball field which is the Phase 1 of the proposed lease that the County has approved. And as we started talking about it, we started talking about the potential synergies with people like Hale Mahaolu and the current community of Kahului you know which is an older community to see if we could do different things there and maybe different configurations and then the Mayor actually brought up the idea of potentially leasing the entire park to Hale Makua and you know of course, I think my comment was is that, excuse me I need to go to the bathroom and throw up when he told me that. But I think his, his point was well-taken is that it was not meant to be for Hale Makua to develop the park but it was to a steward of the land to possibly used for different types of senior activities and for kupuna, et cetera.

So, we started down this path on a lease initially it was looking at the entire 34 acres and subsequently through Council and we ended up...the lease was approved for just the 7.4 acres and a resolution regarding a master plan for the park around senior services healthcare.

So real quickly while we were in discussions we started doing a somewhat of a master plan at the time but the master plan was based pretty much from the lens of developer and I think that our planners really were looking at it from a how do you develop something like that from a financial capacity. I'm proud to say that our board and our staff rejected that master plan. This is a community park in the middle of Kahului and we did not think that something like Kahalanui should be built there with a million-dollar buy in and you know \$8,000 a month. So, we rejected that master plan and started thinking about how else we could be a good steward of the property.

So, we began discussions with some other funders and people that were around community development. Frankly, we started this with the Federal Reserve Bank of San Francisco and you know they started talking about community development and I guess to quote one of them said was, how come we can invest in a company that makes a pill to lower your blood pressure but you can't invest in a neighborhood that does the same thing. So we started talking about other

private foundations, opportunity zones and other ways that we could invest in the park to make something that could benefit our community and ultimately through those discussions they did tell us that there was a lot of funding available that we would need to focus on things called social determinates of health or things that affect health upstream such as housing, education, workforce and integration that would promote health instead of harm health. So anyway, that was...I'm sorry for the little bit lengthy genesis but I thought that was important.

Next slide Mike. Mike next slide. Okay, so before started this we wanted to look at the landscape of Maui to sort of determine what things we could do here and some of it just quick, I'll go through this real quickly, healthcare costs are you know...is are continue to spiral here on Maui, you know healthcare is you know, in the U.S. is probably the highest in the world. Our demographic are pretty poor right now, our population is gonna explode with the baby boomers and we seeing that our aging population that there will be elimination of the middle class. There will be more of the low-income category and increases in the higher brackets so the middle class will disappear and obviously we know that the housing costs are not affordable. I think the median income of Maui residents is around \$70,000 and the average median price for a household is probably around \$700,000. And from the workforce just recently I saw something on MSN that or actually Hawaii News Now that Metro Maui has the highest unemployment rate in the nation right now so that's sort of the landscape that we have.

Next slide. Mike, next slide please. So just real quickly I think this is an important slide is this is a slide of births per year and it goes back to 1900s. So, if you look at the slide and approximately 80 years ago how many people were born 80 years ago and people talk about the tsunami of aging and I would say that we haven't even started it yet. We are probably at the lowest point of number of people born 80 years ago today probably ever or at least back into the 1900s. And 20 years from now all the 60-year-olders will be 80-years-old and we will probably be at the highest number of people born 60 years ago ever. So, it's sort of for our community we feel that we need to do something about this now because of that aging population is really coming at us and although we talk about it, we are only starting to see it right now.

Next slide Mike. I think, one of the other things I want to point out here is that in addition to that we have a severe workforce problem. So this is the growth percent change 2022 and what you'll note is that the workforce age all of them combined probably do not even equal the growth in the 70 to 74 age cohort, so you know, we certainly got our issues with our aging community and so therefore, we had decided that we really need to look at how we could use this, use this in our master planning effort.

Next slide. Just in addition to this, you know as we look at our wages, et cetera, I think a part of the problem we have is we have a much of our workforce is as they graduate from high school are looking for the only job they can find which is usually in the food service industry where they'll tap out. We do think that the health practice is probably the highest paid profession in the County of Maui right now and that if we could create careers to that that could not only promote health but it could also address some of the other social determinants of housing, social determinants of health including things like housing, et cetera, but we need to find ways to develop that pathway for them to reach that.

Okay, I'm gonna wrap up here pretty quick here so I apologize. Next slide. So our first phase is really to...we need to start expanding our skilled nursing availability so we are looking to do in the gate ball field start developing a new rehab center over there and then for beyond that, we really do not have any plans at this point in time, but we have completed something called or we will be completing this week something called the health impact assessment. This is a precursor to any master plan for the facility and it is basically a tool to get community members to talk about important health related impact for any potential project, policy or plans so we have chosen not to have any plan for the park at this in time but to find out what was important and they reached out to probably over a hundred key informants throughout the community.

So next slide, Mike. So our goal, I think this slide has some animations here so you can...yeah, we have some things. Our goal is trying to see if there are ways in our master...we can inform the master plan to find things that integrate and work on things that will improve health like housing, park space, healthy eating, intergenerational activities, and things like complete streets and transportation. So again, the health impact assessment was chartered to look at the blank canvas around the park and to find important health impacts related to the project.

Next slide. So just some quick findings of the preliminary finding from the health impact assessment. They do talk about that the dream for kupuna retirement, really is about the good life, but reality is that we have wide spread financial insecurity, there is not family...the family structures are challenged right now because of the numerous jobs people work and there is a lot of exclusionary things going on that kupuna are...need to have you know, activities and integration into the community, that also traumatic life events do cause issues. I think one of the quotes from the health impact assessment is that we had plans, we saved, and I was gonna retire and then he had stroke, so I think a lot of us know people that have gone through those things so we are looking for ways to try to see if we can create a new paradigm as we move forward.

Next slide. So basically the health impact assessment has determined that there probably are three foundational elements and that one is that all kupuna should have a basic foundation of health which would include safe housing, healthcare, social services, physical safety, freedom from discrimination, so on and so forth, but in order for us to do anything that we would need to create a healthy foundation for all people and it is not just for kupuna. We need to have a healthy ecosystem and that finally that the kupuna do need to be integrated into the community as whole and not separated. So, they have identified ten health impacts and you can see them on the screen and they are proposing strategies to be used for the master plan, so again we are not really moving forward on any master plan. We would like to move forward with the County on beginning the master plan to be informed by the health impact assessment.

So, with that, again, I'm sorry for a little bit of a long presentation but I appreciate the time in front of you. Thank you.

Mr. Carnicelli: Thank you, Mr. Lo. Mr. Munekiyo, do you want to add anything on top of what he had to say?

Mr. Munekiyo: Just a comment Mr. Chair, Members, I think what Wes had gone through sets the foundation for the master planning process and the land use entitlements request before the Commission today is a significant part of that whole process so to the extent that we are, we are looking in a very visionary manner in how it is that we can service our frail and elderly community in the years to come. This initial request that was initiated by the Director is in our minds a critical element of that entire process.

Mr. Carnicelli: Yeah, this is great. Couple of those slides were pretty shocking though, that wave of 60-year-olds. I appreciate the foresight and the vision. Let's see, Tara do you have anything else that you want to add or Director, I guess do you want add or talk about why you initiated this or do think that it was covered?

Ms. McLean: Thank you, Chair. It was pretty well covered but I just want to add that this is a very rare and wonderful case of proactive planning. We don't often get the chance to do that and often we're reacting to applications that come in which is our responsibility but this was initiated by Mayor Arakawa, I worked with him on that so I'm really glad to finally see this in front of you today. Also, has the support of Mayor Victorino so we hope to have your support. Thank you, Chair.

Mr. Carnicelli: Thank you. I guess at this point in time we'll go ahead and open up the floor public testimony. Has anybody signed up to testify on this particular item, Director?

Ms. McLean: No, Chair. I have not gotten any messages from individuals wishing to testify.

Mr. Carnicelli: Okay, so if you would like to testify on this particular item please unmute yourself and identify yourself? Going once, twice, okay, if there are no objections we'll go ahead and close public testimony and Commissioners do you need...you have any questions, any need for clarification before we make a recommendation? Commissioner La Costa.

Ms. La Costa: Sorry, I keep pushing the wrong buttons. This is for Mr. Munekiyo please.

Mr. Munekiyo: Yes, Commissioner.

Ms. La Costa: Thank you so much. The slide that you had showing Phase 1 and Phase 2 would it be possible for you to pop that up please?

Mr. Munekiyo: Yes, ma'am let me get that up.

Ms. La Costa: It wasn't in our packet so...There you go, right there, perfect. So, in Phase 1, the field that is going to be repurposed if you will, can those activities be done in the community center fields as well. I'm thinking about the community not having recreational space.

Mr. Munekiyo: Right. So the idea in terms of phasing and Wes can add to my comments, but is to ensure that any recreational opportunity that might be displaced by a master planning effort would be accommodated in some other or alternate venue that the County would develop or has developed so this area has been historically as an example for the Frisbee type of activity and I

think that's something that is being or will be accommodated in alternate recreational venue. Wes any other thoughts on that Wes?

Mr. Lo: Yes, and Commissioner, so when we were first discussing the use of this parcel that basically there's not gate ball there anymore, it's still referred to as the gate ball field. There is Frisbee players during the day and episodically there was some small kid like softball or you know baseball practices, et cetera. When we talked to the Parks Department with the Mayor, Mayor Arakawa some time ago, they had been actually building other parks in the area to provide for the Frisbee golf and others and so yeah, so they were looking for you know providing other uses in the area either at the community center or at the other parks in the area.

Ms. La Costa: Appreciate that very much. Being that I'm in that age group, I appreciate the forethought in planning.

Mr. Carnicelli: Mike, if you would stop the screen share, thank you. Any other questions, clarification, comments from the Commission. Commissioner Thompson.

Mr. Thompson: Yeah, Hale Makua they're the real deal.

Mr. Carnicelli: I think it's gonna be their new tag line, we're the real deal. Okay, I guess from there, Tara would you please give us the staff, I don't think there's a recommendation though is there?

Ms. Furukawa: Yes, there is.

Mr. Carnicelli: Oh, yeah there is. Yeah.

Ms. Furukawa: Okay, so the Department's recommending approval with no conditions for the change in community plan designation from Park to Public/Quasi-Public. The proposed action is consistent with the criteria of a CPA as stated in Maui County Code, Section 2.80B.100. The Department is also recommending approval with no conditions for the Change of Zoning from R-2 Residential District to P-2 Public/Quasi-Public District. The proposed action is consistent with the criteria for a CIZ in Title 19, Chapter 19.510. We're asking that the Commission authorize the Planning Director to transmit the said recommendations and record to the Maui County Council for further action.

Mr. Carnicelli: Great. Can I get a motion from the floor please? Move to...I guess you raised Commissioner La Costa, what would your motion be?

Ms. La Costa: My motion is to approve the Change of Zoning and to have it move forward to the Council pursuant to the Department's recommendations.

Mr. Carnicelli: Great. Do I have a second? Seconded by Commissioner Thompson. Any discussion on the motion?

Ms. La Costa: I appreciate the forward thinking.

Ms. McLean: There are two matters in front of the Commission, a Community Plan Amendment and a Change in Zoning just for clarification.

Mr. Carnicelli: Right. So just for clarification Commissioner your motion is approve both as recommended by Staff, correct?

Ms. La Costa: That is correct.

Mr. Carnicelli: Okay, and the second was to that as well? Okay. Thank you. I think it speaks for itself do we need to discuss further? Okay, Director.

Ms. McLean: Thank you, Chair. The motion on the floor is to recommend to the County Council approval of the Change in Zoning and Community Plan Amendment.

Mr. Carnicelli: All those in favor please raise your hand? That is six eyes, unanimous. Motion carries. Thank you very much.

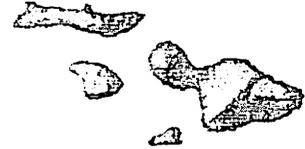
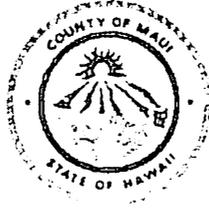
It was moved by Ms. La Costa, seconded by Mr. Thompson, then

**VOTED: To Recommend Approval to the County Council the Community Plan Amendment and Change in Zoning as Recommended by the Department.
(Assenting – P.D. La Costa, D. Thompson, K. Freitas, K. Pali, C. Tackett, S. Castro)
(Excused – T. Gomes)**

Respectfully Submitted by,

CAROLYN TAKAYAMA-CORDEN
Secretary to Boards and Commissions II

MICHAEL P. VICTORINO
Mayor
NICHELE CHOUTEAU MCLEAN, AICP
Director
JORDAN E. HART
Deputy Director



DEPARTMENT OF PLANNING
COUNTY OF MAUI
ONE MAIN PLAZA
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HAWAII 96793

July 31, 2020

Honorable Michael P. Victorino
Mayor, County of Maui
Kalana O Maui Building 9th Floor
200 South High Street
Wailuku, Hawaii 96793

CERTIFIED MAIL - #7017 3380 0000 9002 6563

Wesley Lo, Chief Executive Officer
Hale Makua Health Services
472 Kaulana Street
Kahului, Hawaii 96732

Dear Honorable Mayor Victorino and Mr. Lo:

SUBJECT: RECOMMENDATION OF APPROVAL OF A COMMUNITY PLAN AMENDMENT FROM PARK TO PUBLIC/QUASI-PUBLIC AND A CHANGE OF ZONING FROM R-2 RESIDENTIAL DISTRICT TO P-2 PUBLIC/QUASI-PUBLIC DISTRICT FOR THE COUNTY OF MAUI AND HALE MAKUA HEALTH SERVICES FOR THE KAHULUI COMMUNITY CENTER ON APPROXIMATELY 34.082 ACRES OF LAND, LOCATED IN KAHULUI, MAUI, HAWAII AT TMK: (2) 3-8-007:097 (CPA 2018/0006) (CIZ 2018/0007)

At its regular meeting on June 23, 2020, the Maui Planning Commission (Commission) took public testimony, reviewed the above requests and, after due deliberation, voted to recommend approval of the Community Plan Amendment (CPA 2018/0006) to the Maui County Council (Council). The Commission also recommended approval, with no conditions, of the Change of Zoning (CIZ 2018/0007).

The Commission also adopted the Report and Recommendation prepared by the Planning Department for the June 23, 2020 meeting as its Findings of Fact and Conclusions of Law, and

Honorable Michael P. Victorino and Mr. Wesley Lo, CEO
July 31, 2020
Page 2

authorized the Planning Director to transmit the Commission's recommendation to the Council on its behalf.

Thank you for your cooperation. If additional clarification is required, please contact Staff Planner Tara Furukawa by email at tara.furukawa@mauicounty.gov or by phone at (808) 270-7520.

Sincerely,



MICHELE MCLEAN, AICP
Planning Director

xc: Michael Munekiyo, Board Member, Hale Makua Health Services (PDF)
Clayton I. Yoshida, AICP, Planning Program Administrator (PDF)
John S. Rapacz, Planning Program Administrator (PDF)
Pam Eaton, Planning Program Administrator (PDF)
Kathleen Aoki, Planning Program Administrator (PDF)
Tara K. Furukawa, Staff Planner (PDF)
Real Property Assessment Division
Department of Parks and Recreation
Department of Public Works
Department of Environmental Management
Department of Water Supply
Department of Fire and Public Safety
Maui Police Department
Project File

MCM:TKF:rma

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