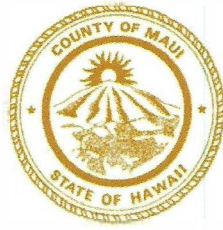


RICHARD T. BISSEN, JR.
Mayor

RICHARD E. MITCHELL, ESQ.
Director

SAUMALU MATA'AFA
Deputy Director



DEPARTMENT OF HOUSING
COUNTY OF MAUI
2065 MAIN STREET, SUITE 108
WAILUKU, MAUI, HAWAII 96793
PHONE: (808) 270-7351
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January 27, 2026



Mr. Daniel E. Orodenker
Executive Officer
Land Use Commission
P.O. Box 2359
Honolulu, HI 96804-2359

Dear Mr. Orodenker,

SUBJECT: **2024 & 2025 ANNUAL REPORTS FOR DOCKET NO.
A11-792 RELATING TO THE LĀNA'I AFFORDABLE
HOUSING PROJECT**

Please see the County of Maui (Petitioner or County) Department of Housing's (Department) 2024 and 2025 annual reports in response to Condition 18, Docket No. A11-792, relating to the Lāna'i Affordable Housing Project (Project) below.

General Progress

The County completed an updated master plan in 2019 to develop 199 single family lots and 173 multifamily units.

On November 15, 2024, the Council adopted Resolution 24-179 (2024), in which it stated its intent to enter a memorandum of understanding with the Ikaika Ohana (Developer) to develop County affordable housing projects on Lanai and in Napili.

On June 10, 2025, Mayor Richard T. Bissen, Jr., approved Ordinance 5816 (2025), which supported the Project's development with the following budget appropriations:

1. \$10 million grant for infrastructure plans, scope, and construction for water, wastewater, roads, curbs, gutters, and utilities.
2. \$7.2 million loan for the Project to commence new construction.

On November 21, 2025, the Council adopted Resolution 25-211 (2025), which approved an exemption from the requirements of Subsection 3.35.070(B), Maui County Code, and set the Project's the loan agreement interest rate at 0.25 percent per annum.

On January 7, 2026, the Council adopted Resolution 26-4 (2026), authorizing the County to enter into a ground lease with the Developer's limited partnership for the Project's first phase.

Status of Compliance/Activities Relating to Imposed Conditions

Listed below are each of the conditions imposed under Docket No. A11-792 and the Department's bolded responses.

1. **Educational Contribution Agreement.** Prior to occupancy of Phase I, Petitioner shall enter into an agreement with the State Department of Education to provide 42 acres of land for expansion of Lanai High and Elementary School.

The Department acknowledges the County's obligation to comply with the educational contribution condition as Project development progresses. However, it appears the Department of Education is reluctant to receive the 42 acres, as pupil enrollment on Lānaʻi has declined and undermined the need to develop additional acreage.

2. **Water Resource Allocation.** Petitioner shall obtain a "will serve" letter from Lanai Water Company prior to issuance of ministerial permits from the County of Maui.

Attached is the "will serve" letter from Lānaʻi Water Company, Inc. dated February 4, 2025 (Attachment 1). Lānaʻi Water Company, Inc., stated the following in the letter: "Lānaʻi Water Company will serve the County Project, Phase 1 drinking water demand for the proposed housing project, summarized in Table 1. The County Project, Phase 1 has been in the planning process for over a decade. Although, drinking water capacity is currently available as of the date of this letter, the Developer should be informed that drinking

water capacity cannot be ensured until the issuance of the building permit.” Developer engaged the Project’s consultants to start work required for obtaining grading and building permits from the County. We expect this process with take four to six months to complete.

3. **Water Conservation Measures.** Petitioner shall implement water conservation measures and Best Management Practices (BMPs), such as the use of indigenous and drought-tolerant plants and turf, to the extent practicable, and incorporate such measures in the Project's landscape planting.

Developer acknowledges the County’s obligation and will implement water conservation measures and Best Management Practices (BMP’s), such as the use of indigenous and drought-tolerant plants and turf, to the extent practicable, and incorporate such measures in the Project’s landscape planting.

4. **Transportation.** Petitioner shall implement traffic improvements and mitigation measures, if any, as required by the State Department of Transportation ("DOT") and the County Department of Public Works.

Developer acknowledges the County’s obligation under this provision and will comply accordingly. This requirement will be included in the Developer’s plans and specifications for the Project.

5. **Street Lights.** Petitioner shall use fully-shielded, low sodium street lights within the Project to avoid impacts to avifauna and other populations and to prevent light diffusion upward into the night sky.

Developer acknowledges County’s obligation under this provision and will comply accordingly. This requirement will be included in the Developer’s plans and specifications for the Project.

6. **Affordable Housing.** Petitioner shall provide affordable housing opportunities in accordance with the certification of the Project as an HRS section 201H-038 housing project.

Developer acknowledges the County’s obligation under this provision and will comply accordingly. This requirement will be included in the Developer’s plans and specifications for the Project under HRS section 201H-038.

7. **Archaeological Survey and Historic Preservation Mitigation Plan.** Petitioner shall comply with HRS Chapter 6E, including where applicable, the preparation and implementation of a monitoring plan as recommended and approved by the Department of Land and Natural Resources State Historic Preservation Division (SHPD). Petitioner shall confirm in writing to the Commission that the SHPD has found Petitioner's mitigation commitments to be acceptable and has determined that any required historic preservation measures have been successfully implemented.

Developer acknowledges the County's obligation under this provision and will comply accordingly. Developer will comply with HRS Chapter 6E and will include the preparation and implementation of a monitoring plan as recommended and approved by SHPD.

8. **Previously Unidentified Burials and Archaeological/Historic Sites.** In the event that historic resources, including human skeletal remains, are found and identified during construction activities, all work shall cease in the immediate vicinity of the find, the find shall be protected from additional disturbance, and the SHPD, Maui County Section, shall be contacted immediately, as required by HRS Chapter 6E and its applicable regulations. Without limitation to any other condition found herein, if any burials or archaeological or historic sites or artifacts not previously identified in studies referred to herein, are discovered during the course of construction of the Project, all construction activity in the vicinity of the discovery shall stop until the issuance of an archaeological clearance from the SHPD that mitigative measures have been implemented to its satisfaction.

Developer acknowledges the County's obligation under this provision and will comply accordingly. If historic resources, including human skeletal remains, are found and identified during construction activities, all work will cease in the immediate vicinity of the find, the find will be protected from additional disturbance, and the SHPD, Maui County Section, will be contacted immediately, as required by HRS Chapter 6E and its applicable regulations. Without limitation to any other conditions, if any burials or archaeological or historic sites or artifacts not previously identified in studies are discovered during the course of construction of the Project, all construction activity in the vicinity of the discovery will

stop until the issuance of an archaeological clearance from the SHPD that mitigative measures have been implemented to its satisfaction.

9. **Established Access Rights Protected.** Petitioner shall preserve and protect any established gathering and access rights of native Hawaiians who have customarily and traditionally exercised subsistence, cultural, and religious practices on the Petition area.

Developer acknowledges the County's obligation and will preserve and protect any established gathering and access rights of native Hawaiians who have customarily and traditionally exercised subsistence, cultural, and religious practices on the Petition area.

10. **Drainage.** Petitioner shall fund, design and construct any drainage system improvements required to prevent adverse impact resulting from the development of the Project. Petitioner shall be required to prevent runoff from the Petition Area from adversely affecting downstream properties. Petitioners shall submit the drainage plan to appropriate State and County agencies for review and approval.

Developer acknowledges the County's obligation under this provision. The County has allocated funds by Grants and Loans to the Project from both its General Fund and Affordable Housing Fund. A portion of these financial commitments are available to fund, design and construct the drainage system improvements required to prevent adverse impact resulting from development of the Project.

11. **Wastewater Facilities.** Petitioner shall fund, design and construct pump station and transmission lines and connect to the County of Maui's Lanai Wastewater Treatment Facility to the satisfaction of the County Department of Environmental Management and the State DOH.

Developer acknowledges the County's obligation under this provision. The County will fund, design and construct pump station and transmission lines and connect to the County of Maui's Lānaʻi Wastewater Treatment Facility to the satisfaction of the County Department of Environmental Management and the State DOH.

12. **Civil Defense.** Petitioner shall fund and install outdoor solar-powered warning sirens serving the Petition Area as determined by the State Department of Defense, Office of Civil Defense.

Developer acknowledges the County's obligation under this provision and will comply with this condition as Project development progresses.

13. **Best Management Practices.** Petitioner shall implement applicable BMP's for each proposed land use to minimize infiltration and runoff from construction and vehicle operations, reduce, or eliminate the potential for soil erosion and ground water pollution, and formulate dust control measures to be implemented during and after the development process in accordance with the State DOH guidelines.

Developer acknowledges the County's obligation under this provision and will comply accordingly.

14. **Energy Conservation.** Petitioner shall substantially comply with the Sustainability Plan, Petitioner's Exhibit 19.

Developer acknowledges the County's obligation under this provision and will comply accordingly.

15. **Infrastructure Deadlines.** Petitioner shall complete construction of all backbone infrastructure in accordance with the Infrastructure Incremental Plan as described in Petitioner's Exhibit 6.

Developer acknowledges County's obligation under this provision. The County will complete construction of all backbone infrastructure in accordance with the Infrastructure Incremental Plan as described in Petitioner's Exhibit 6.

16. **Compliance with Representations of the Commission.** Petitioner shall develop the Petition Area in substantial compliance with the representations made to the Commission. Failure to develop the Reclassified Area in accordance with representations may result in reversion of the Reclassified Area to its former classification or change to a more appropriate classification.

Developer acknowledges the County's obligation under this provision and will comply accordingly.

17. **Notice of Change of Ownership.** Petitioner shall give notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the Petition Area, at any time prior to completion of development of the Petition Area.

Developer acknowledges the County's obligation under this provision and will comply with this condition should any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the Petition Area arise.

18. **Annual Reports.** Petitioner shall timely provide without any prior notice, annual reports to the Commission, OP, and the County, and their respective successors, in connection with the status of the development of the Petition Area and Petitioner's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.

This condition has been satisfied. On June 16, 2011, a "Notice of Imposition of Conditions by the Land Use Commission" was recorded with the State Bureau of Conveyances (Document No. 2011-095540).

19. **Release of Conditions.** The Commission may fully or partially release the conditions provided herein as to all or any portion of the Petition Area upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner or its successors and assigns.

The County will seek from the Commission full or partial release of these conditions as to all or any portion of the Petition Area only upon timely motion and assurance that the full or partial release is acceptable to the Commission and that the County has adequately satisfied these conditions.

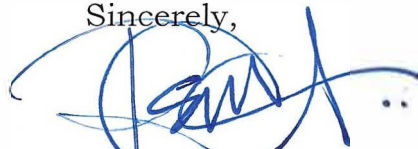
20. **Notice of Imposition of Conditions.** Within seven days of issuance of the Commission's Decision and Order for the subject reclassification, Petitioner shall (a) record with the Bureau of Conveyances of the State of Hawaii a statement that the Petition Area is subject to the conditions imposed herein by the Commission in the reclassification of the Petition Area; and (b) file a copy of such recorded statement with the Commission.

This condition has been satisfied. On June 16, 2011, a "Notice of Imposition of Conditions by the Land Use Commission" was recorded with the State Bureau of Conveyances (Document No. 2011-095540).

21. **Recordation of Conditions.** Petitioner shall record the conditions imposed herein by the Commission with the Bureau of Conveyances pursuant to HAR section 15-15-92.

This condition has been satisfied. On June 16, 2011, the conditions imposed by the State Land Use Commission were recorded with the State Bureau of Conveyances under the "Declaration of Conditions" applicable to that petition for district boundary amendment in Docket No. A 11-792 of the State Land Use Commission (Document No. 2011095541).

Sincerely,

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

RICHARD E. MITCHELL, ESQ.
Director of Housing

Attachment (1)

cc: Saumalu Mata'afa, Deputy Director
Alicia Mazingo, HCDD Administrator
State of Hawaii Office of Planning and Sustainable Development
County of Maui Department of Planning