

DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION
FEBRUARY 22 & 23, 2016
KAPOLEI, O'AHU

AGENDA SECTION II. B

C-ITEMS
OFFICE OF THE CHAIRMAN

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 23, 2016

To: Chairman and Members, Hawaiian Homes Commission

Thru: Niniau Simmons, NAHASDA Manager *MS*
Office of the Chairman

Thru: M. Kaleo Manuel, Acting Planning Program Manager *Q*
Planning Office

Thru: Norman Sakamoto, Acting Administrator *N Sakamoto*
Land Development Division

Thru: Kahana Albinio, Acting Administrator *KA*
Land Management Division

From: Niniau Simmons, NAHASDA Manager, *MS*
Office of the Chairman;
Darrell Ing, Real Estate Development Specialist, *DI*
Land Development Division;
Allen Yanos, Property Development Agent, *AY*
Land Management Division; and,
Nancy McPherson, Planner, *NM*
Planning Office

Subject: For Information Only - Master Plan and
Environmental Review Record for Redevelopment of
the Bowl-O-Drome Site, Moiliili, Oahu, 820
Isenberg Street, Honolulu, HI, TMK (1)2-7-008: 18
& 20

Recommended Action

None. For information only.

Discussion

PURPOSE

The purpose of this informational briefing is to update the Hawaiian Homes Commission (HHC) on the initiation of this project.

BACKGROUND

The property known as the, "Bowl-O-Drome" Site is located on Isenberg Street in the Moiliili area of Waikiki Ahupuaa in urban Honolulu. The approximately two acre site was formerly owned by the State Department of Land and Natural Resources (DLNR). The site is developed with a building, the former use of which was a bowling alley, and parking lot. The parking lot is leased to an auto and truck towing company, Oahu Auto Service, Inc., under Right-of-Entry No. 513 on a month-to-month basis. The City and County of Honolulu zoning for the site is P-2 Preservation.

The Oahu Island Plan (2014) identifies re-development opportunities for the Bowl-O-Drome site, to increase revenues and possibly provide housing within a mixed-use building. The Waikiki Ahupuaa Land Use Designation is Commercial. Opportunities include proximity to the employment centers of Waikiki and Honolulu. Proximity to the University of Hawaii at Manoa Campus and adjacency to a public park are also considered advantageous. Constraints, as identified by the Oahu Island Plan include the age of the building and surrounding infrastructure. To re-develop the site with multi-family housing and maximize revenue generation new policies and rules will need to be adopted by DHHL.

Also in 2014, a report was prepared by PlanPacific for DHHL investigating Alternative Housing Development Models, including "Urban Apartment Mixed-Use". Focusing on the Bowl-O-Drome site specifically, the report suggests that should DHHL desire to re-develop the site, DHHL should utilize the City and County's zoning designation of BMX-3 (Business Mixed Use), which allows commercial and residential uses and a maximum building height of 150 feet. The report notes adjacent residential towers are built to upwards of 175 feet in height. The report speculates that

the most likely option for the site would be kupuna rental housing, but suggests other opportunities such as market-rate condominium units for beneficiaries who are first-time homeowners, student housing, or some combination of market and beneficiary housing.

Redevelopment of the site has been considered for some time. A 2001 EA for the Property assessed alternative commercial uses: office only at 30% maximum density; office and retail at 30% maximum density; and office and retail at maximum density (Gray, Hong, Bills, Nojima & Associates, Inc., September 2001). The EA did not include any residential uses based on a study that showed no beneficial demand for residential homestead leases (Townscape, Inc., May 2000). Previous technical studies included an infrastructure study (Gray, Hong, Bills, Nojima & Associates, Inc., September 2001, p. Appendix B) and Phase 1 study (Mountain Edge Environmental, Inc., April 2001). The infrastructure study found sewer system capacity to be a major constraint, but that CIP projects were scheduled to remedy the problem. The Phase 1 study determined the presence of asbestos-containing materials and lead-based paint in the building.

MASTER PLAN AND ENVIRONMENTAL REVIEW RECORD WORKPLAN

The work to be initiated is a Master Plan and Environmental Review Record. The objective is to integrate the federal environmental (NEPA/HUD), state environmental (HRS Chapter 343), federal Section 106 consultation, and the developer procurement process (Request for Proposal (RFP)) to move forward in developing this prime urban asset. This integrated approach leverages the environmental process to provide timely and meaningful community and beneficiary input in the review and selection of a development concept.

The proposed approach is as follows:

1. Baseline Studies and Development Program. A consultant team will update information from the 2001 EA to address potential issues such as infrastructure capacity, the historical status of the existing building, hazardous materials in the building (e.g., asbestos, lead-based paint) and on site (e.g., barrels, oil), traffic, noise, and subsurface conditions. A beneficiary survey will assess the demand for rentals among segments of the beneficiary

population (kupuna, student, first time buyers). The findings of the studies will be synthesized into a constraints and opportunities analysis, which in turn will help to define alternative building envelopes. The alternative building envelopes and the demand survey will be the basis for alternative development programs that would broadly define the range of uses and density.

2. NEPA EA. The development program developed in the previous step will be the basis for the project description. The project description is anticipated to be broad, allowing maximum flexibility for developer proposals later in the process. Assuming that the commitment of federal funds is a key factor for developers' final proposals, HUD's authorization to use the funds would be timed as a condition precedent for best and final offers from the short list of developers.
3. Section 106. Section 106 and HRS Chapter 6E consultation would run concurrently with the HUD EA preparation. Both archaeological and architectural inventories conducted as part of the Baseline Studies will inform the Section 106 process.
4. HRS 343 EIS and RFP. The following steps are suggested to integrate the EIS and RFP process:
 - a. Prepare the EIS Preparation Notice (EISPN) based on the NEPA EA project description.
 - b. Use the EISPN project description and issues raised during the EISPN Consultation Period to prepare the RFP.
 - c. After HHC's review and approval of the RFP, publish the RFP.
 - d. Based on the proposals received, prepare the Draft EIS (DEIS) range of alternatives to reflect the range of concepts in the proposals.
 - e. Based on the comments received during the DEIS Review Period, select a short list of developers who would prepare best and final offers.
 - f. Based on the best and final offers, select a developer and report the selection as the preferred alternative in the Final EIS.
 - g. Assuming no challenges after the 60-day challenge period, consummate a development agreement with the selected developer.

The entire process from site studies to development agreement is estimated to require 1.5 years

This Project will have a high public profile as experienced in past attempts to develop the Property. The beneficiary and public engagement process should start early in the process before formulating a plan, continue throughout the process from planning to construction, identify and engage stakeholders based on issues, and use a variety of engagement methods to encourage meaningful input. The intent is to establish trust, open communication, and ultimately support for the Project. To that end, the engagement plan is to begin with beneficiary consultation, followed by development of a project Advisory Committee consisting of 10-15 community, business, beneficiary, and governmental agency representatives. The Advisory Committee would advise on the best methods to prepare for community meetings. The outreach would focus on the community immediately surrounding the Property and specific stakeholders identified by the Advisory Committee, but the meetings would be open to the general public. The first beneficiary, Advisory Committee, and community meeting would present the preliminary range of development alternatives to assess any concerns or sensitivities related to any particular alternative. The input from these meeting would be documented in the NEPA EA. Engagement will necessarily continue through the environmental review processes (Sec. 106, HRS 343 public comment period). The engagement process will conclude with a final meeting for beneficiaries and reporting of results of the process to the interested surrounding community.

NEXT STEPS

The anticipated immediate next steps:

1. Engage with the technical sub-contractors to begin the Baseline Studies that will inform the conceptual Development Program.
2. Begin preparations for first beneficiary consultation meeting and subsequent Advisory Committee and public meetings.

Conclusion

In summary:

- The Bowl-O-Drome site presents an opportunity for a new housing type for DHHL beneficiaries in an urban setting, proximate to services and employment.
- Study is needed to understand beneficiary preferences for alternative housing at this location (i.e. kupuna, student, first time owners). In-depth study is also needed to understand site constraints and opportunities.
- The Master Plan and Environmental Review processes will be integrated into an RFP process for selection of a site developer.
- Staff will present the draft RFP and later the Draft Environmental Impact Statement (HRS 343) to the HHC prior to publication.

Recommended Action

None. For information only.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 23, 2016

To: Chairman and Members, Hawaiian Homes Commission

Thru: Niniau Simmons, NAHASDA Manager *MS*
Office of the Chairman

Thru: M. Kaleo Manuel, Acting Planning Program Manager *MS*
Planning Office

Thru: Norman Sakamoto, Acting Administrator *N Sakamoto*
Land Development Division

From: Dawnelle Forsythe, NAHASDA Compliance Officer, *MS*
Office of the Chairman;
Andrew H. Choy, Planner, *AC*
Planning Office; and,
Carol Ann S. Takeuchi, Housing Specialist, *CT*
Land Development Division

Subject: For Information Only - Draft Environmental
Assessment for Keaukaha Residential Lots
Rehabilitation and Infill New Construction,
Keaukaha, Hawaii, TMK (3)2-1-20, -21, -22-, -23,
and -24, various parcels

Recommended Action

None. For information only.

Discussion

PURPOSE

The purpose of this informational briefing is to update the Hawaiian Homes Commission (HHC) on the status of this project relative to its compliance with Hawaii Revised Statutes Chapter 343.

BACKGROUND

The Keaukaha Residential Lots Rehabilitation and Infill New Construction is a multi-prong program to enable NAHASDA funds to be used in a variety of means to provide affordable housing opportunities within this prime area that is conveniently located and serviced by community facilities and infrastructure. The housing projects to be undertaken as separate applications or projects over the next five years include:

- Vacant awarded lots: to encourage existing lessees to build where the lot has sat vacant all these years through package home loans or self-help housing (or other programs);
- Vacant available lots in DHHL inventory: to improve as necessary (e.g., install water meter, turnkey home) and award any available lots, and to increase density where possible through subdivision of larger parcels, to enable leasing to additional beneficiaries on the wait list; additional density created by subdivision would be limited to lots within DHHL's inventory with minimum resulting lot size of 10,000 s.f.;
- Older existing homes: to rehabilitate older homes for qualified lessees (i.e., household income less than 80% of median); rehabilitation would include interior and exterior modifications (e.g., reroofing, repainting), as necessary. For those older homes that do not meet HUD's requirements for safe/decent housing, the project would involve demolition and replacement with new construction approximately within the same footprint.

There are approximately 420 existing residential lots within the Site totaling approximately 285 acres (excluding road lots and community facility lots), with lots ranging in size from 0.3692 to 1.214 acres. The potential vacant lots for new construction total 49 lots. Other existing homes in poor condition where the household income is less than 80% of the median household income could be eligible for rehabilitation grants.

DRAFT ENVIRONMENTAL ASSESSMENT (SUMMARY)

The DEA (**Exhibit A**) assesses the potential environmental impact to the surrounding environment of the Keaukaha homestead tract. The major issue is the noise abatement and runway protection zone requirements due to the proximity to the Hilo Airport.

The project is fully consistent with the existing plans and applicable land use policies in the region. Lots within the existing or preliminary Flood Insurance Map were excluded from this EA and will need to be evaluated on a case by case basis if applications are received for these lots.

Beneficial impacts will result by providing affordable housing opportunities for native Hawaiians within the urban core in proximity to jobs, schools, and shopping.

Any adverse impacts can be mitigated with the following measures:

- Threatened or endangered species. DHHL to provide notice to lessees:
 - To protect night-flying seabirds, outdoor illumination be shielded so that the bulb is not visible at or above bulb-height;
 - To protect the low-flying, foraging Hawaiian hoary bat, barbed wire not be used for fencing.
- Construction scheduling and documents will incorporate the following recommendations of the USFW, as applicable:
 - Hawaiian hawk. If construction occurs during the hawk's breeding season (March through September), the contractor will retain a qualified ornithologist to conduct a nest search of the area of the proposed construction site and surrounding area prior to the advent of construction activities. Surveys should ensure that construction activity will not occur within 1,600 feet of any Hawaiian hawk nest;
 - Hawaiian hoary bat. It is recommended that woody plants greater than 15 feet tall should not be removed or trimmed during the Hawaiian hoary bat breeding season (June 1 to September 15);

- Seabirds. If night work must be conducted, it should take place outside the sea bird fledging season (September 15 through December 15) and should utilize shielded lighting;
- Nene. If a nene appears within 100' of ongoing work, all activity shall be temporarily suspended until the animal leaves the area of its own accord. If any number of nene are observed loafing or foraging within the project area during the nene breeding season (October through March), a biologist familiar with the nesting behavior will survey in and around the project area prior to the resumption of any work, or after any subsequent delay of work of three or more days. If a nest is discovered within a radius of 150' of proposed work, or a previously undiscovered nest is found within said radius after work begins, all work will cease immediately and USFW will be contracted for further guidance.
- Air quality, noise, water quality. Construction documents will include:
 - Standard dust control measures;
 - Standard noise control measures;
 - Best management practices for erosion and sedimentation control in accordance with approved Grading and NPDES permits.
- Wastewater. Hook-up to sewer system where available; where not available, anticipate future sewer extension with appropriate location of individual septic system to enable cost-effective sewer hookup.
- Toxics and Hazardous Waste. Conduct risk assessment for lead-based paint and asbestos for older homes being considered for rehabilitation.
- Historic preservation. Construction documents will include a condition that should burials or other traditional deposits be identified during intrusive activities, all work in the area will cease and the appropriate agencies will be contacted.
- Coordination with DOT Airports. DHHL notify DOT when initiating projects within the 65 Ldn noise contour and runway protection zone.

The anticipated finding of no significant impact is based on the following:

1. *The project will not involve an irrevocable commitment or loss or destruction of any natural or cultural resources.*

The lots have been previously graded or have existing homes. No natural water bodies or wetlands would be affected in any way and no significant natural resources will be irrevocably committed or lost. The State Historic Preservation Division is expected to concur with the determination submitted to their office that no adverse effect to historic properties will occur.

2. *The project will not curtail the range of beneficial uses of the environment.*

The Project optimizes the beneficial use of underutilized vacant lots and deteriorating homes.

3. *The project will not conflict with the State's long-term environmental policies.*

The State's long-term environmental policies are set forth in Chapter 344, HRS. The broad goals of this policy are to conserve natural resources and enhance the quality of life. A number of specific guidelines support these goals. The project's goal of providing affordable housing opportunities in a suitable urban location is consistent with the State's long-term environmental goals.

4. *The project will not substantially affect the economic or social welfare of the community or State.*

The improvements will benefit the social and economic welfare of Hawaii by providing affordable housing opportunities to native Hawaiians in proximity to jobs, schools, shopping, and other urban services.

5. *The project does not substantially affect public health in any detrimental way.*

Wastewater disposal will connect to the existing sewer system or utilize individual septic systems approved by the Department of Health. All construction activities will

comply with applicable regulations and will implement appropriate mitigation measures to mitigate any noise, dust, or vibration impacts.

6. *The project will not involve substantial secondary impacts, such as population changes or effects on public facilities.*

Although the Project will increase population in the immediate area, the surrounding roads, schools, parks, and other public facilities have the capacity to serve this increase.

7. *The project will not involve a substantial degradation of environmental quality.*

The implementation of best management practices for all construction will ensure that the proposed action will not degrade environmental quality in any substantial way.

8. *The project will not substantially affect any rare, threatened or endangered species of flora or fauna or habitat.*

Although there are no known, threatened, or endangered species of flora, fauna, or associated habitats located on the project site, mitigation measures are included to prevent impacts to potential breeding or visitations by Hawaiian hawk, Hawaiian hoary bat, nene, and seabirds.

9. *The project is not one which is individually limited but cumulatively may have considerable effect upon the environment or involves a commitment for larger actions.*

The Project involves infill new construction or rehabilitation of existing homes within an established neighborhood designated for residential use by the County's General Plan, zoning, and DHHL's Island Plan.

10. *The project will not detrimentally affect air or water quality or ambient noise levels.*

Effects to water quality will be negligible with implementation of standard best management practices that will be required under permits. Noise levels from the

airport will be mitigated to meet acceptable standards (e.g., HUD noise standards).

11. *The project will not affect or will likely be damaged as a result of being located within an environmentally sensitive area such as flood plains, tsunami zones, erosion-prone areas, geologically hazardous lands, estuaries, fresh waters or coastal waters.*

The development will not affect any environmentally sensitive area. The Site excludes lots that are within a designated flood plain. Homes will be constructed in compliance with County of Hawai'i building codes. There are designated tsunami evacuation routes within the project area.

12. *The project will not substantially affect scenic vistas and viewplanes identified in county or state plans or studies.*

There are no protected viewplanes or designated natural beauty sites within the project area.

13. *The project will not require substantial energy consumption.*

The new homes will increase overall energy consumption. However, the various housing programs will assist with financing solar or other renewable sources for homeowners as a means to reduce household utility costs.

NEXT STEPS FOR EA COMPLETION

The following is a list of anticipated next steps and milestones in the completion of the EA:

- A community meeting will be held with the Keaukaha Community Association on February 17, 2016 to inform them of the project and EA;
- Public comment period will end for the DEA on April 8, 2016;
- Revise the DEA per public comments and complete the Final Environmental Assessment (FEA) (April 2016);

- Present the FEA to HHC; HHC issues Finding of No Significant Impact (FONSI) declaration for the project (May 2016); and
- Submit the HHC FONSI declaration and FEA to OEQC for publication in the OEQC bi-monthly bulletin. (May 2016)

NEXT STEPS FOR OVERALL PROJECT IMPLEMENTATION

In addition to the completion of the FEA and HHC declaration of FONSI for the project in accordance with Hawaii Revised Statutes Chapter 343, the following actions will need to be completed for the implementation of the Project:

- A federal EA meeting the U.S. Department of Housing and Urban Development (HUD) and National Environmental Policy Act (NEPA) requirements is being prepared concurrently with the 343 EA;
- Upon HHC's approval of a FONSI for this project, the department will publish a FONSI in the Star Advertiser, Hawai'i Tribune Herald, and West Hawai'i Today;
- As the projects are readied, publish notices to request release of funds and submit requests for release of funds to HUD;
- For lots currently in DHHL's inventory, the lots will be available for award when the vacant lot improvements or turnkey new homes have been completed.

Conclusion

In summary:

- The DEA for the Keaukaha Residential Lots Rehabilitation And Infill New Construction has been completed;
- The 30-day mandatory public review and comment period will begin March 8, 2016 and end April 8, 2016;

- Based on the findings of the DEA, staff anticipates a finding of no significant impact for the various NAHASDA rehabilitation and infill affordable housing projects within Keaukaha project area;
- Staff will present the FEA to the HHC in May 2016 and will ask the HHC for a FONSI declaration.

Recommended Action

None. For information only.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 23, 2016

To: Chairman and Members, Hawaiian Homes Commission

Thru: Niniau Simmons, NAHASDA Manager *MS*
Office of the Chairman

Thru: M. Kaleo Manuel, Acting Planning Program Manager
Planning Office *MS*

Thru: Norman Sakamoto, Acting Administrator
Land Development Division *NS*

From: Niniau Simmons, NAHASDA Manager *MS*
Office of the Chairman;
Andrew Choy, Planner, *AC*
Planning Office; and,
Jeff Fujimoto, Engineer VI, *JF*
Land Development Division

Subject: For Information Only - Environmental Review
Record for Keaukaha Village, Keaukaha, Hawai'i,
TMK (3)2-1-011: 005

Recommended Action

None. For information only.

Discussion

PURPOSE

The purpose of this informational briefing is to update the Hawaiian Homes Commission (HHC) on the initiation of this project.

BACKGROUND

The project objective is to reestablish a gathering area at Keaukaha Beach Park, consisting of a pavilion surrounded by traditional food gardens. Other components of the project

include a renovated restroom, imu, and possibly a certified kitchen. A few other smaller pavilions may also be added to accommodate several smaller gatherings. This project is listed as a priority project in the Keaukaha Regional Plan (2010).

The project name refers to a "village" because for generations, Keaukaha Beach Park has transformed into a Hawaiian Village during the summer months when the Keaukaha community as well as Hawaiians from other regions in East Hawai'i camp along Puhi Bay. The community envisions a Village that can once again become a centralized area for the Keaukaha community, the greater Hilo region, and for those visiting the area with an interest in Hawaiian culture. The facility could be used for community meetings, gatherings, lū'au, and an open market.

MASTER PLAN AND ENVIRONMENTAL REVIEW RECORD WORKPLAN

The work to be initiated is a Master Plan and Environmental Review Record. The project requires compliance with federal and state environmental review requirements. Additionally, the site's location within the 100-year flood zone (VE) imposes strict constraints on the type of construction permitted.

The proposed approach is as follows:

1. Baseline Studies and Conceptual Plan. A consultant team will conduct a topographical survey, consult with the County's floodplain manager to confirm the permitted types of construction, develop conceptual plans for community review and input, and assess environmental impacts.
2. NEPA/343 EA. Because of different format requirements, separate documents will be prepared for the National Environmental Policy Act (NEPA) and HRS 343 Environmental Assessments (EA). The HRS 343 Draft EA will provide an opportunity for agency and community review. The Final EA would be published in the Office of Environmental Quality Control (OEQC) Notice while the NEPA Finding of No Significant Impact (FONSI) will be published in a newspaper of general circulation.
3. Section 106 and Federal Emergency Management Agency (FEMA) 8-Step Consultation. Federal and State historic consultation under Section 106 and HRS Chapter 6E,

respectively, would run concurrently with the NEPA/343 EA preparation. An 8-step process required by FEMA is triggered due to the use of federal funds for a project located in the 100-year flood plain.

The process described above is estimated to require 6 months.

NEXT STEPS

The anticipated immediate next steps are as follows:

1. A community meeting was held on February 17, 2016 with the Keaukaha Community Association to apprise them of the project.
2. Engage the technical sub-contractors to begin the Baseline Studies (e.g., architectural conceptual plans, topographical survey, archaeological, flora/fauna).
3. Initiate consultations under section 106 and FEMA 8-step.
4. Prepare environmental documents and process.
5. Submit Draft EA to HHC for information and Final EA for FONSI determination.
6. Request release of funds.
7. Initiate design phase.
8. Bid, award, construct.

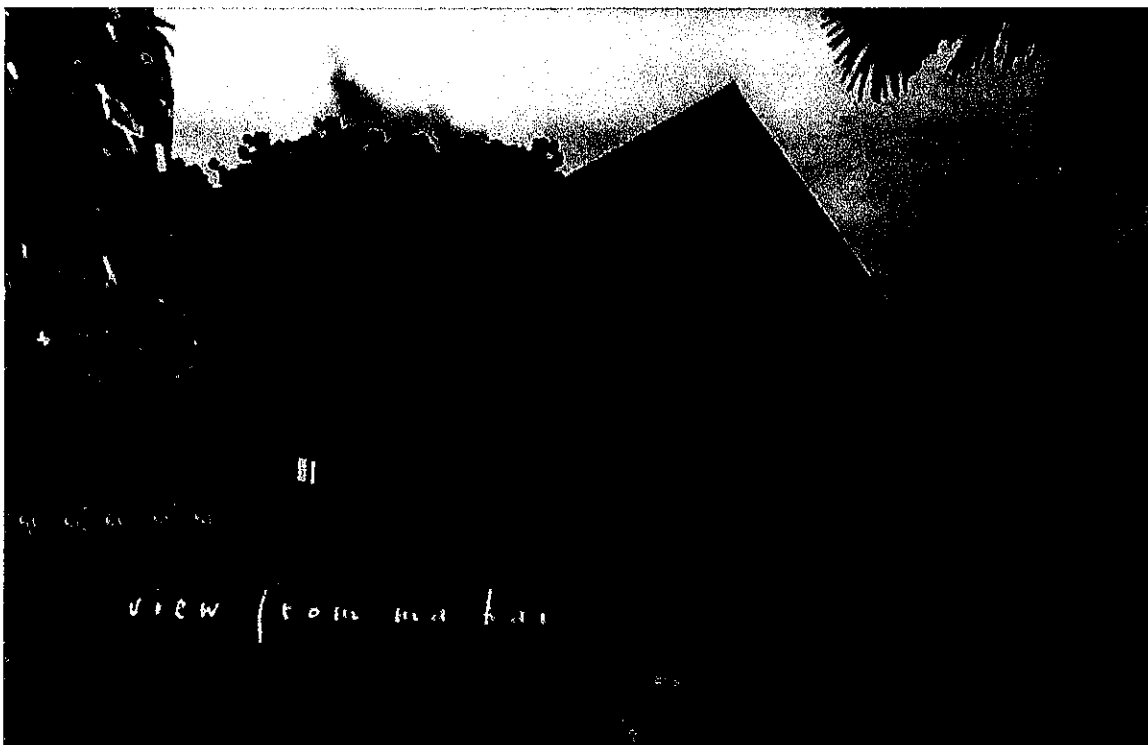
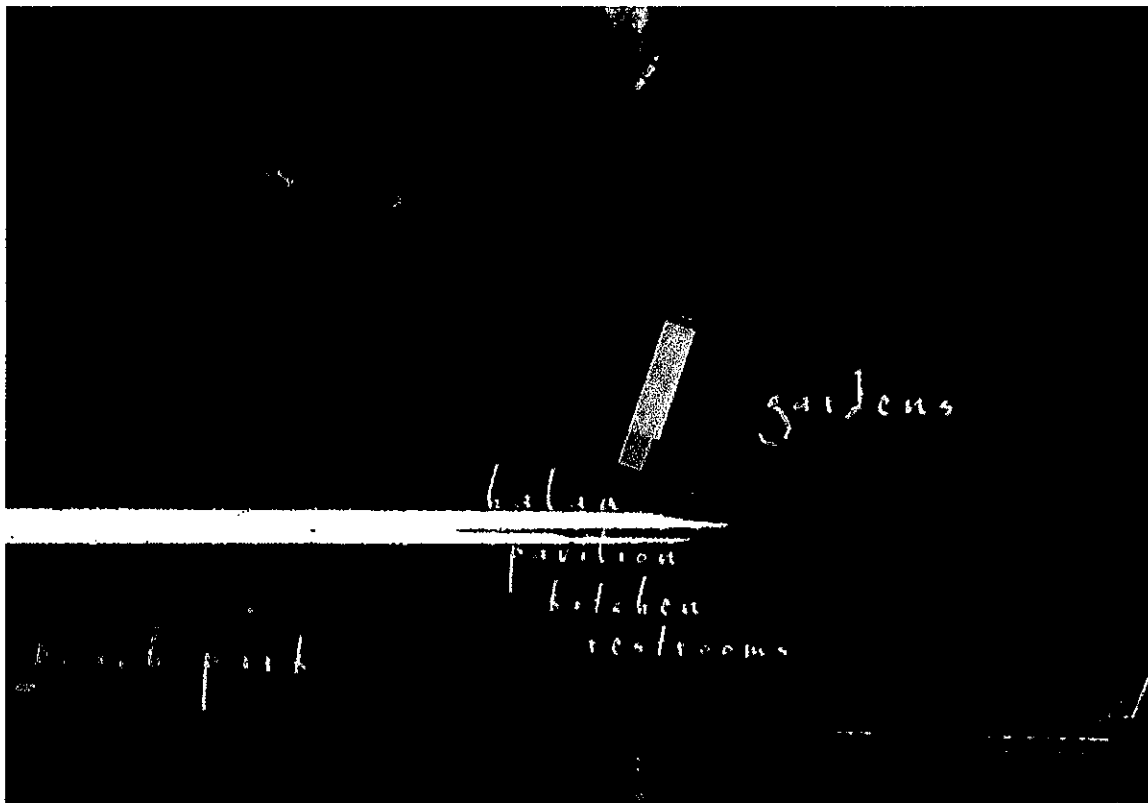
Conclusion

In summary:

- The Keaukaha Village project is the highest priority of the Keaukaha Regional Plan.
- The location within the special flood hazard zone requires special design considerations.
- The federal and State environmental requirements will run concurrently and include HRS chapter 343, HRS chapter 6E, NEPA, section 106, and FEMA.

Recommended Action

None. For information only.



DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION
FEBRUARY 22 & 23, 2016
KAPOLEI, O'AHU


AGENDA SECTION II. C

HOMESTEAD SERVICES DIVISION

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission
From: Dean T. Oshiro, Acting HSD Administrator 
SUBJECT: **Homestead Services Division Status Reports**

RECOMMENDED MOTION/ACTION

NONE

DISCUSSION

The following reports are for information only:

Exhibit A: Homestead Lease & Application Totals
and Monthly Activity Reports

Exhibit B: Delinquency Report

Exhibit C: DHHL Guarantees for USDA-RD Mortgage
Loans

Exhibit D: DHHL Guarantees for FHA Construction
Loans

February 22, 2016

SUBJECT: Homestead Lease and Application Totals and Monthly Activity Reports

LEASE ACTIVITY REPORT

Month through January 31, 2016

	As of 12/31/15	Add	Cancel	As of 1/31/16
Residential	8,309	2	3	8,308
Agricultural	1,097	0	0	1,097
Pastoral	408	0	0	408
Total	9,814	2	3	9,813

The number of Converted Undivided Interest Lessees represents an increase of 387 families moving into homes. Their Undivided Interest lease was converted to a regular homestead lease.

	As of 12/31/15	Converted	Rescinded/ Surrendered/ Cancelled	As of 1/31/16
Undivided	948	2	0	946

Balance as of 1/31/2016

Awarded	1,434
Relocated to UNDV	7
Rescinded	101
Surrendered	5
Cancelled	2
Converted	387
Balance to Convert	946

Lease Report For the Month Ending January 31, 2016

	----- RESIDENCE -----				----- AGRICULTURE -----				----- PASTURE -----				----- TOTAL LEASES -----			
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
OAHU																
Kalawahine	92	0	0	92	0	0	0	0	0	0	0	0	92	0	0	92
Kanehili	348	2	0	350	0	0	0	0	0	0	0	0	348	2	0	350
Kapolei	274	0	3	271	0	0	0	0	0	0	0	0	274	0	3	271
Kaupea	326	0	0	326	0	0	0	0	0	0	0	0	326	0	0	326
Kaupuni	19	0	0	19	0	0	0	0	0	0	0	0	19	0	0	19
Kewalo	250	0	0	250	0	0	0	0	0	0	0	0	250	0	0	250
Kumuohau	51	0	0	51	0	0	0	0	0	0	0	0	51	0	0	51
Lualualei	149	0	0	149	31	0	0	31	0	0	0	0	180	0	0	180
Malu'ohai	156	0	0	156	0	0	0	0	0	0	0	0	156	0	0	156
Nanakuli	1,049	0	0	1,049	0	0	0	0	0	0	0	0	1,049	0	0	1,049
Papakolea	64	0	0	64	0	0	0	0	0	0	0	0	64	0	0	64
Princess Kahanu Estates	271	0	0	271	0	0	0	0	0	0	0	0	271	0	0	271
Walahole	0	0	0	0	16	0	0	16	0	0	0	0	16	0	0	16
Waianae	420	0	0	420	11	0	0	11	0	0	0	0	431	0	0	431
Waimanalo	745	0	0	745	2	0	0	2	0	0	0	0	747	0	0	747
TOTAL	4,214	2	3	4,213	60	0	0	60	0	0	0	0	4,223	2	3	4,223
MAUI																
Hikina	30	0	0	30	0	0	0	0	0	0	0	0	30	0	0	30
Kahikinui	0	0	0	0	0	0	0	0	75	0	0	75	75	0	0	75
Keokea	0	0	0	0	65	0	0	65	0	0	0	0	65	0	0	65
Leaili	104	0	0	104	0	0	0	0	0	0	0	0	104	0	0	104
Paukukalo	180	0	0	180	0	0	0	0	0	0	0	0	180	0	0	180
Waiehu 1	38	0	0	38	0	0	0	0	0	0	0	0	38	0	0	38
Waiehu 2	107	0	0	107	0	0	0	0	0	0	0	0	107	0	0	107
Waiehu 3	112	0	0	112	0	0	0	0	0	0	0	0	112	0	0	112
Waiehu 4	98	0	0	98	0	0	0	0	0	0	0	0	98	0	0	98
Waiohuli	599	0	0	599	0	0	0	0	0	0	0	0	599	0	0	599
TOTAL	1,268	0	0	1,268	65	0	0	65	75	0	0	75	1,408	0	0	1,408
EAST HAWAII																
Discovery Harbour	2	0	0	2	0	0	0	0	0	0	0	0	2	0	0	2
Kamaoa	0	0	0	0	0	0	0	0	25	0	0	25	25	0	0	25
Kaumana	44	0	0	44	0	0	0	0	0	0	0	0	44	0	0	44
Keaukaha	471	0	0	471	0	0	0	0	0	0	0	0	471	0	0	471
Kurtistown	3	0	0	3	0	0	0	0	0	0	0	0	3	0	0	3
Makuu	0	0	0	0	123	0	0	123	0	0	0	0	123	0	0	123
Panewa	0	0	0	0	262	0	0	262	0	0	0	0	262	0	0	262
Pihonua	17	0	0	17	0	0	0	0	0	0	0	0	17	0	0	17
Puueo	0	0	0	0	12	0	0	12	0	0	0	0	12	0	0	12
University Heights	4	0	0	4	0	0	0	0	0	0	0	0	4	0	0	4
Waialea	299	0	0	299	0	0	0	0	0	0	0	0	299	0	0	299
TOTAL	840	0	0	840	397	0	0	397	25	0	0	25	1,262	0	0	1,262
WEST HAWAII																
Honokaia	0	0	0	0	0	0	0	0	23	0	0	23	23	0	0	23
Humuula	0	0	0	0	0	0	0	0	5	0	0	5	5	0	0	5
Kamoku	0	0	0	0	0	0	0	0	16	0	0	16	16	0	0	16
Kanihale	225	0	0	225	0	0	0	0	0	0	0	0	225	0	0	225
Kawaihae	186	0	0	186	0	0	0	0	1	0	0	1	187	0	0	187
Laiohua	280	0	0	280	0	0	0	0	0	0	0	0	280	0	0	280
Lalamilo	30	0	0	30	0	0	0	0	0	0	0	0	30	0	0	30
Nienie	0	0	0	0	0	0	0	0	21	0	0	21	21	0	0	21
Puukapu/Waimea/Kuhio Vii	114	0	0	114	110	0	0	110	214	0	0	214	438	0	0	438
Puupulehu	30	0	0	30	0	0	0	0	0	0	0	0	30	0	0	30
TOTAL	865	0	0	865	110	0	0	110	280	0	0	280	1,255	0	0	1,255
KAUAI																
Anahola	534	0	0	534	46	0	0	46	0	0	0	0	580	0	0	580
Hanapepe	47	0	0	47	0	0	0	0	0	0	0	0	47	0	0	47
Kekaha	117	0	0	117	0	0	0	0	0	0	0	0	117	0	0	117
Puu Opa	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	1
TOTAL	698	0	0	698	46	0	0	46	1	0	0	1	745	0	0	745
MOLOKAI																
Hoolahua	158	0	0	158	344	0	0	344	21	0	0	21	523	0	0	523
Kalamaula	161	0	0	161	72	0	0	72	3	0	0	3	236	0	0	236
Kapaakea	47	0	0	47	0	0	0	0	3	0	0	3	50	0	0	50
Moomomi	0	0	0	0	3	0	0	3	0	0	0	0	3	0	0	3
O'ne Alii	29	0	0	29	0	0	0	0	0	0	0	0	29	0	0	29
TOTAL	395	0	0	395	419	0	0	419	27	0	0	27	841	0	0	841
LANAI																
Lanai	29	0	0	29	0	0	0	0	0	0	0	0	29	0	0	29
TOTAL	29	0	0	29	0	0	0	0	0	0	0	0	29	0	0	29
STATEWIDE TOTAL	8,309	2	3	8,308	1,097	0	0	1,097	408	0	0	408	9,814	2	3	9,813

HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING
January 31, 2016

AREA WAITING LIST

DISTRICT AREA	RESIDENCE				AGRICULTURE				PASTURE			
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
Oahu District	1,018	0	0	1,018	3	0	0	3	0	0	0	0
Maui District	73	0	0	73	4	0	0	4	5	0	0	5
Hawaii District	135	0	0	135	15	0	0	15	62	0	0	62
Kauai District	58	0	0	58	3	0	0	3	29	0	0	29
Molokai District	20	0	0	20	19	0	0	19	1	0	0	1
TOTAL	1,304	0	0	1,304	44	0	0	44	97	0	0	97
												1,445

ISLANDWIDE WAITING LIST

ISLAND	RESIDENCE				AGRICULTURE				PASTURE			
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
Oahu	9,368	14	6	9,376	3,534	3	1	3,536	0	0	0	0
Maui	3,679	5	2	3,682	4,546	5	0	4,551	587	0	0	587
Hawaii	5,631	6	8	5,629	7,008	7	4	7,009	1,842	1	1	1,842
Kauai	1,584	3	3	1,584	2,185	3	3	2,185	290	1	0	291
Molokai	763	2	1	764	1,014	2	1	1,015	195	0	0	195
Lanai	82	1	0	83	0	0	0	0	0	0	0	0
TOTAL	21,107	31	20	21,118	18,285	20	9	18,296	2,914	2	1	2,915
												42,329

AREA AND ISLANDWIDE LISTS

	RES				AG	PAS	TOTAL	ADDITIONS				CANCELLATIONS			
	Last Month	Add	Cancel	TOTAL				Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
OAHU	10,394			10,394	3,539	0	13,933	New Applications				New Lease Awards			11
MAUI	3,755			3,755	4,555	592	8,902	Application Transfers				Application Transfers			14
HAWAII	5,764			5,764	7,024	1,904	14,692	Lease Rescissions				Succ'd and Cancel Own			3
KAUAI	1,642			1,642	2,188	320	4,150	App Reinstatements				Public Notice Cancel			0
MOLOKAI	784			784	1,034	196	2,014	HHC Adjustments				Voluntary Cancellations			0
LANAI	83			83	0	0	83	TOTAL			53	Lease Successorships			0
TOTAL	22,422	18,340	3,012	43,774								HHC Adjustments			0
												Dec'd No Successor			2
												NHQ Unqualified			0
												TOTAL			30

January 31, 2016

ITEM NO. D-1
EXHIBIT A

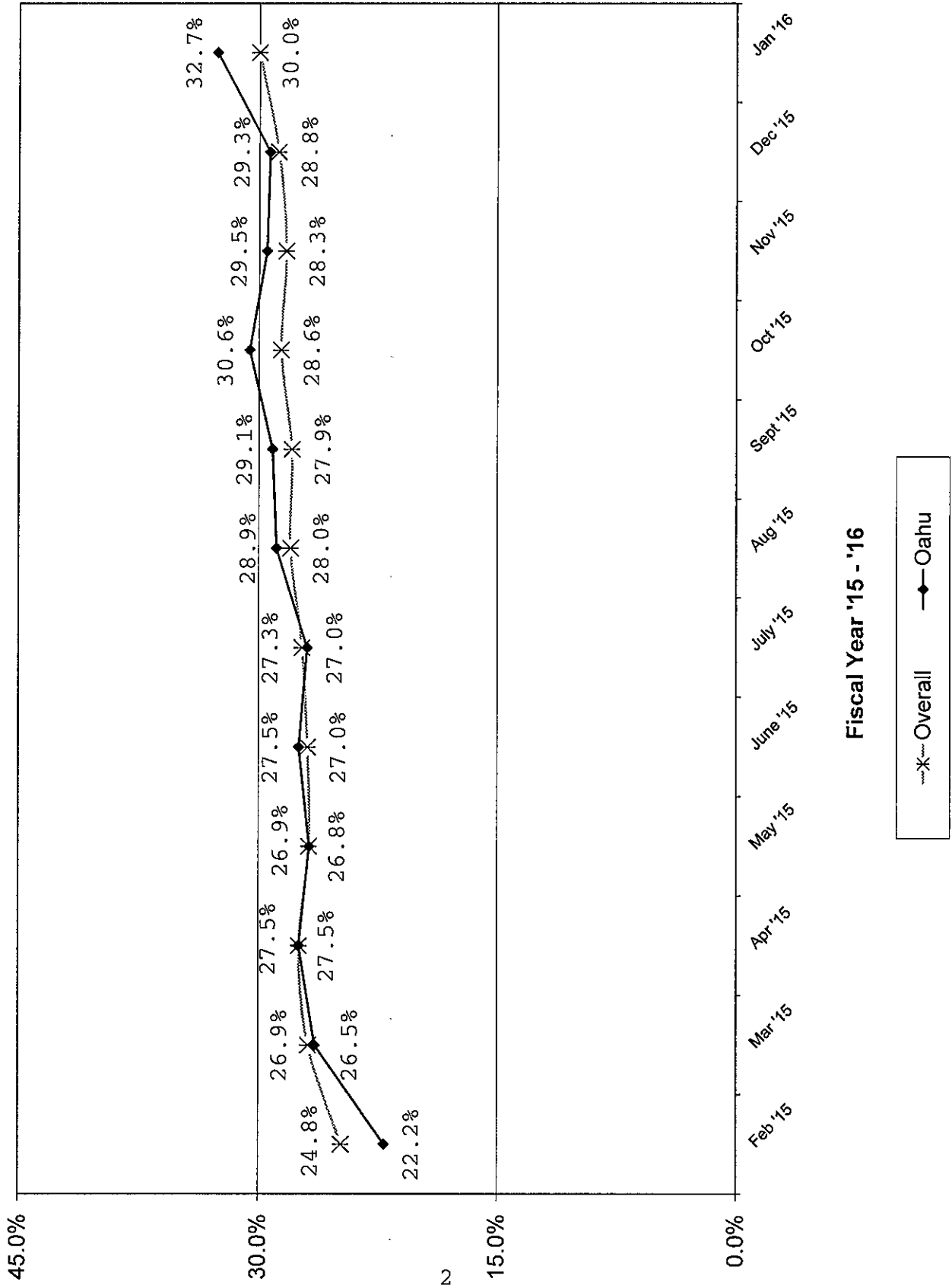
DELINQUENCY REPORT - STATEWIDE

February 22, 2016
(\$Thousands)

	Total Outstanding (000s)		Total Delinquency (000s)		30 Days (low)		60 Days (Medium)		90 Days (High)		180 Days (Severe)		% of Totals 1/31/2016	
	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	\$
DIRECT LOANS														
OAHU	390	29,522	100	9,640	23	2,090	11	858	12	804	54	5,886	25.6%	32.7%
EAST HAWAII	233	13,361	92	5,460	12	561	7	358	14	442	59	4,099	39.5%	40.9%
WEST HAWAII	68	5,878	15	877	1	105	0	0	2	263	12	509	22.1%	14.9%
MOLOKAI	73	2,706	19	601	3	70	1	13	3	70	12	449	26.0%	22.2%
KAUAI	108	7,707	18	1,235	6	439	1	60	3	197	8	538	16.7%	16.0%
MAUI	71	5,362	18	1,559	5	375	0	0	4	148	9	1,035	25.4%	29.1%
TOTAL DIRECT	943	64,537	262	19,372	50	3,640	20	1,289	38	1,925	154	12,517	27.8%	30.0%
	100.0%	100.0%	27.8%	30.0%	5.3%	5.6%	2.1%	2.0%	4.0%	3.0%	16.3%	19.4%		
Advances (including RPT)	266	6,912	266	6,912	0	0	0	0	266	6,912			100%	100%
DHHL LOANS & Advances	1,209	71,449	528	26,284	50	3,640	20	1,289	304	8,837	154	12,517	43.7%	36.8%
LOAN GUARANTEES as of June 30, 2015														
SBA	1	112	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
USDA-RD	329	42,116	58	7,025	0	0	0	0	58	7,025			17.6%	16.7%
Habitat for Humanity	70	3,272	17	1,142	0	0	0	0	17	1,142			24.3%	34.9%
Maui County	5	74	0	0	0	0	0	0	0	0			0.0%	0.0%
Nanakuli NHS	1	7	1	7	0	0	0	0	1	7			100.0%	100.0%
City & County	24	367	10	230	0	0	0	0	10	230			41.7%	62.7%
FHA Interim	8	1,551	0	0	0	0	0	0	0	0			0.0%	0.0%
OHA	88	987	5	47	0	0	0	0	5	47			5.7%	4.8%
TOTAL GUARANTEE	526	48,486	91	8,451	0	0	0	0	91	8,451			17.3%	17.4%
PMI Loans	307	59,225	26	5,770	2	536	0	0	24	5,234			8.5%	9.7%
HUD REASSIGNED for Recovery	149	19,553	128	18,493	2	188	0	0	4	348	122	17,957	85.9%	94.6%
FHA Insured Loans	2,804	414,943	263	33,398	0	0	0	0	263	33,398			9.4%	8.0%
TOTAL INS. LOANS	3,260	493,721	417	57,661	4	724	0	0	291	38,980	122	17,957	12.8%	11.7%
OVERALL TOTALS(EXC Adv/RP	4,729	606,744	770	85,484	54	4,364	20	1,289	420	49,356	276	30,474	16.3%	14.1%
ADJUSTED TOTALS	4,995	613,656	1,036	92,396	54	4,364	20	1,289	686	56,268	276	30,474	15.1%	15.1%

Note: HUD 184A loan program has 362 loans, with a total outstanding principal balance of \$82,753,504.18 as of June 30, 2015. 18 loans, totalling \$4,258,216.32, are delinquent.

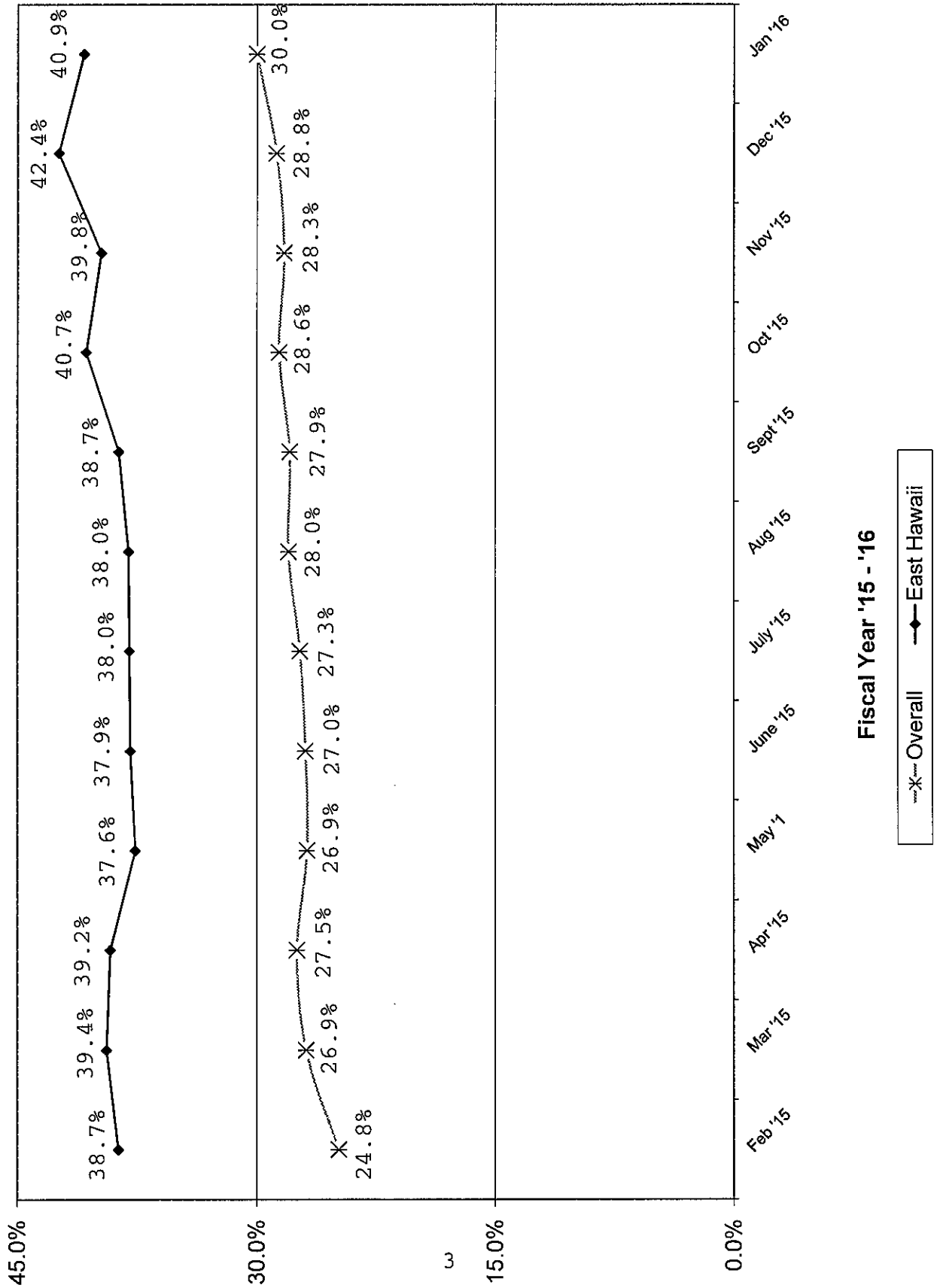
OAHU
Direct Loans
Delinquency Ratio Report



Fiscal Year '15 - '16

---*--- Overall —◆— Oahu

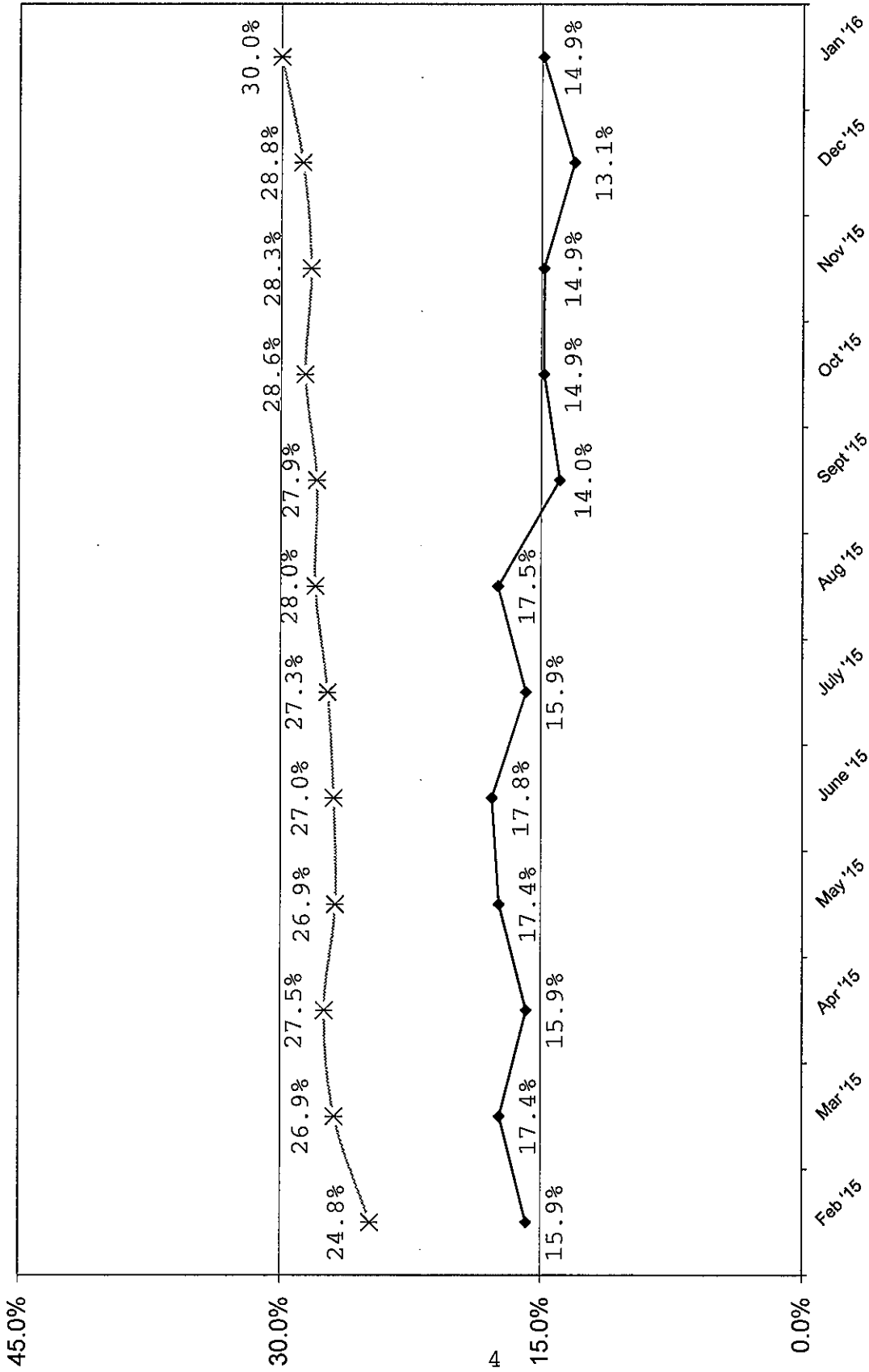
EAST HAWAII Direct Loans Delinquency Ratio Report



Fiscal Year '15 - '16

--x-- Overall --◆-- East Hawaii

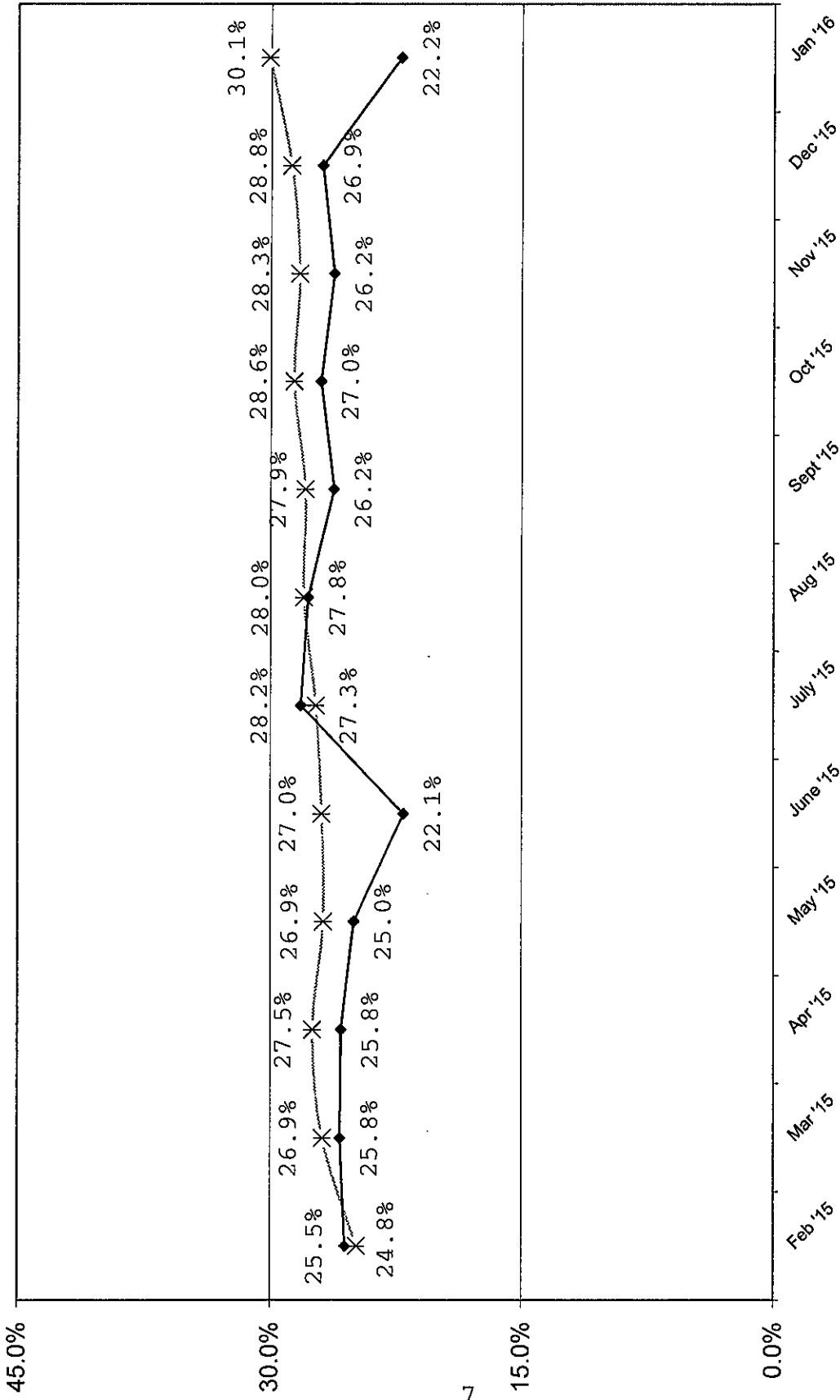
WEST HAWAII
Direct Loans
Delinquency Ratio Report



Fiscal Year '15 - '16

x Overall ♦ West Hawaii

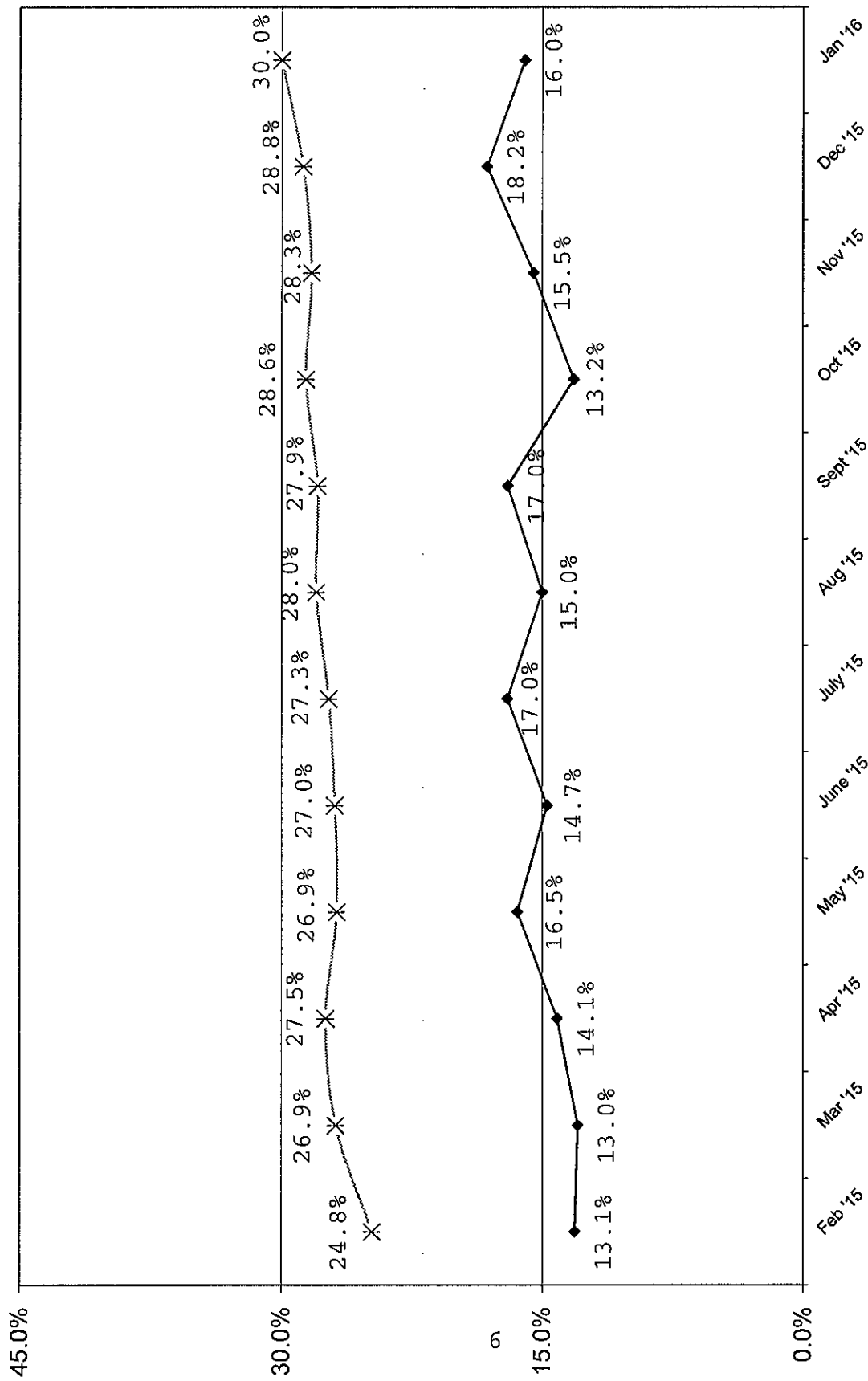
MOLOKAI
Direct Loans
Delinquency Ratio Report



Fiscal Year '15 - '16

--x-- Overall --◆-- Molokai

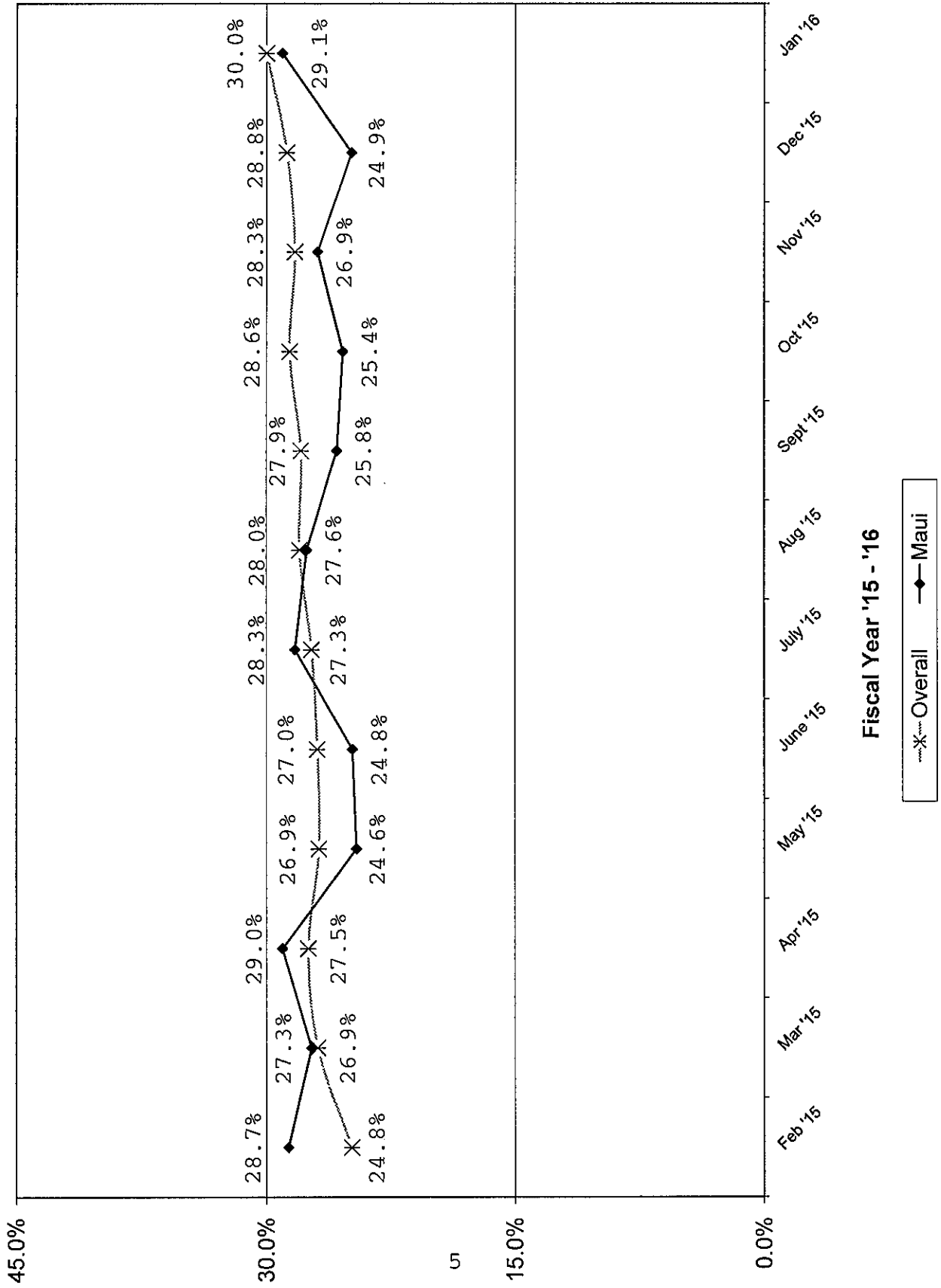
KAUAI
Direct Loans
Delinquency Ratio Report



Fiscal Year '15 - '16

---x--- Overall —◆— Kauai

MAUI
Direct Loans
Delinquency Ratio Report



February 22, 2016

SUBJECT: **DHHL Guarantees for USDA-Rural Development Mortgage Loans**

DISCUSSION: The Department issued guarantees for the following
USDA Rural Development loans:

<u>LOT NO.</u>	<u>AREA</u>	<u>LESSEE</u>	<u>Loan Amount</u>	<u>Date Approved</u>
40	Anahola	Lopez, Kaleo-O-Kalani	\$165,300	1/28/16

	<u>No.</u>	<u>Balance</u>
FY Ending 6/30/15	2	\$ 242,400
Previous Months	2	\$ 361,530
This Month	<u>1</u>	<u>165,300</u>
FY '15-'16 to date	3	\$ 526,830

February 22, 2016

SUBJECT: **DHHL Guarantees for FHA Construction Loans**

DISCUSSION: The Department issues guarantees to FHA lenders during the construction period of a home, as FHA does not insure the loan until the home is completed. The loan term for these loans do not exceed fifteen (15) months from the date of loan signing. The following FHA Interim Construction loans were issued guarantees:

*Note: FHA loans are insured by the U.S. Department of Housing and Urban Development (HUD) and do not impact the State's guaranty ceiling.

<u>LEASE NO.</u>	<u>AREA</u>	<u>LESSEE</u>	<u>Loan Amount</u>	<u>Date Approved</u>
6219	Panaewa	Pua, Peter N., Jr.	\$183,466	2/1/16


	<u>No.</u>		<u>Balance</u>
FY Ending 6/30/15	2	\$	453,121
Previous Months	4	\$	726,350
This Month	<u>1</u>		<u>183,466</u>
FY '15-'16 to date	5	\$	909,816

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator 
Homestead Services Division

SUBJECT: **Approval of Consent to Mortgage**

RECOMMENDED MOTION/ACTION

To approve the following consents to mortgages for Federal Housing Administration (FHA) insured loans, Department of Veterans Affairs (VA) loans, United States Department of Agriculture, Rural Development (USDA, RD) guaranteed loans, United States Housing and Urban Development (HUD 184A) guaranteed loans and Conventional (CON) loans insured by private mortgage insurers.

DISCUSSION

<u>PROPERTY</u>	<u>LESSEE</u>	<u>LENDER</u>	<u>LOAN AMOUNT</u>
<u>OAHU</u>			
Lualualei Lease No. 5548 TMK: 1-8-6-023:114	FREITAS, Elaine S. I. (Cash Out Refi) HUD 184A	HomeStreet Bank	\$ 275,255
Maluohai Lease No. 9752 TMK: 1-9-1-119:067	JULIUS, Jon M. P. (Purchase) VA	Department of Veterans Affairs	\$ 250,000
Nanakuli Lease No. 423 TMK: 1-8-9-004:056	MARFIL, Sanoe K. (Purchase) HUD 184A	HomeStreet Bank	\$ 291,783

OAHU

Kaupea Lease No. 12142 TMK: 1-9-1-139:002	LOVELL, Alika L. (Streamline)FHA	Siwell Inc., \$ 220,000 dba Capital Mortgage Services of Texas
Kaupea Lease No. 12089 TMK: 1-9-1-140:062	WAIKIKI, Testa Ned N. (Purchase)FHA	Bank of \$ 365,376 Hawaii
Waimanalo Lease No. 3980 TMK: 1-4-1-030:013	KEALOHA, Mitchell K., KEALOHA, Almanette K. &, KEKAUOHA, Joel A. (Cash Out Refi)FHA	Golden \$ 154,000 Empire Mortgage Inc.
Nanakuli Lease No. 5241 TMK: 1-8-9-012:012	GONZALEZ, Shirley L. (Purchase)FHA	Guild \$ 122,000 Mortgage Company
Lualualei Lease No. 5583 TMK: 1-8-6-023:036	KAOWILI, Ocean P. (Cash Out Refi)FHA	Bank of \$ 116,775 Hawaii
Waianae Lease No. 6703 TMK: 1-8-5-031:033	KAIWI, Alva M. (Streamline)FHA	Guild \$ 213,000 Mortgage Company
Maluohai Lease No. 9792 TMK: 1-9-1-120:025	ELLIS, Solomon N. (Cash Out Refi)FHA	Hightechlend \$ 216,000 ing, Inc.
Kaupea Lease No. 12107 TMK: 1-9-1-140:057	KAAA, Alanna S. (Cash Out Refi)FHA	Hightechlend \$ 343,000 ing, Inc.

ITEM NO. D-2

OAHU

Nanakuli Lease No. 4537 TMK: 1-8-9-010:099	KING, John G. (Cash Out Refi)FHA	Hightechlend ing, Inc. \$ 234,000
Waianae Lease No. 10251 TMK: 1-8-5-036:028	ROBINS, Roy G. M., Sr. (Cash Out Refi)FHA	Hightechlend ing, Inc. \$ 254,000
Nanakuli Lease No. 2978 TMK: 1-8-9-004:055	SOUZA, Justin W. (Cash Out Refi)FHA	HomeStreet Bank \$ 164,004
Kalawahine Lease No. 9563 TMK: 1-2-4-043:060	YAMASHITA, Jamie M. (Cash Out Refi)HUD 184A	HomeStreet Bank \$ 303,000
Kanehili Lease No. 12664 TMK: 1-9-1-151:009	DULAN, Paul Keith, Jr. (Limited Cash Out Refi)HUD 184A	HomeStreet Bank \$ 271,185
Kaupea Lease No. 11385 TMK: 1-9-1-139:100	SAGUCIO, Lance V. (Limited Cash Out Refi)FHA	HomeStreet Bank \$ 309,064
Kaupea Lease No. 12061 TMK: 1-9-1-140:098	HARRIS, Barbett M. (Cash Out Refi)FHA	Guild Mortgage Company \$ 307,000
Maluohai Lease No. 9821 TMK: 1-9-1-119:052	HANAWAHINE, Newton (Cash Out Refi)FHA	Hightechlend ing, Inc. \$ 312,000
Waimanalo Lease No. 3664 TMK: 1-4-1-029:046	KALAMA, Zachary C.K., Jr. (Purchase)FHA	Guild Mortgage \$ 315,526

ITEM NO. D-2

MAUI

Waiohuli Lease No. 7469 TMK: 2-2-2-027:017	BELL, Eleanor (Limited Cash Out Refi)FHA	HomeStreet Bank	\$ 340,992
Waiehu 2 Lease No. 9540 TMK: 2-3-2-023:047	HEMA, David M. (Cash Out Refi)FHA	HomeStreet Bank	\$ 160,890
Waiohuli Lease No. 7473 TMK: 2-2-2-028:099	ARTATES, Alaka'I K. (Purchase)FHA	American Financial Resources, Inc.	\$ 359,000

LANAI

Lanai Lease No. 10967 TMK: 2-4-9-002:057	RUSSE, Sonia L. (Cash Out Refi)FHA	Bank of Hawaii	\$ 145,320
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KAUAI

Anahola Lease No. 4303 TMK: 4-4-8-016:084	EBINGER, Shirley A. C. (Cash Out Refi)FHA	Siwell Inc., dba Capital Mortgage Services of Texas	\$ 215,000
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HAWAII

Keaukaha Lease No. 6318 TMK: 3-2-1-021:099	WILSON, Kini K. (Purchase)FHA	Mann Mortgage, LLC	\$ 170,000
Keaukaha Lease No. 0 TMK: 3-2-1-020:080	JOHNASEN, Marchelle U. (Purchase)FHA	HomeStreet Bank	\$ 160,267

ITEM NO. D-2

HAWAII

Kuhio Village Lease No. 2670 TMK: 3-6-4-007:048	CAZIMERO, Olinda P.(1 Step Construction Loan) FHA	HomeStreet Bank	\$ 184,000
Kawaihae Lease No. 7118 TMK: 3-6-1-008:022	KANEAO, Tani W. (Purchase/Permanent Take-Out) FHA	Siwell Inc., dba Capital Mortgage Services of Texas	\$ 197,000
Waiakea Lease No. 3545 TMK: 3-2-2-057:042	WAIKIKI, John H.K.G.L. (Streamline) FHA	Guild Mortgage Company	\$ 93,000
Waiakea Lease No. 6846 TMK: 3-2-2-063:032	SILVA, Irene K. & MILARE, Tyler A.K. (Purchase/Permanent Take-Out) FHA	Siwell Inc., dba Capital Mortgage Services of Texas	\$ 190,000
Keaukaha Lease No. 10115 TMK: 3-2-1-020:009	STEVENS, Kathleen K. (Purchase) FHA	HomeStreet Bank	\$ 195,325

<u>RECAP</u>	<u>NO.</u>	<u>FHA</u> <u>AMOUNT</u>	<u>NO.</u>	<u>VA</u> <u>AMOUNT</u>	<u>NO.</u>	<u>USDA-RD</u> <u>AMOUNT</u>
FY Ending 6/30/15	291	\$ 63,019,783	9	\$2,421,822	32	\$7,742,283
Prior Months	136	\$ 32,744,107	3	\$ 900,938	7	\$2,237,000
This Month	27	6,056,539	1	250,000	0	0
Total FY '15-'16	163	\$ 38,800,646	4	\$1,150,938	7	\$2,237,000
HUD 184A						
FY Ending 6/30/15	92	\$22,210,337				
Prior Months	35	\$ 9,463,050				
This Month	4	1,141,223				
Total FY '15-'16	39	\$10,604,273				

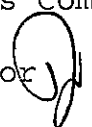
ITEM NO. D-2

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator 
Homestead Services Division

SUBJECT: **Approval of Streamline Refinance of Loans**

RECOMMENDED MOTION/ACTION

To approve the refinancing of loans from the Hawaiian Home General Loan Fund.

DISCUSSION

The following lessees have met the "Streamline/Interest rate reduction loan" criteria, which was approved by the Hawaiian Homes Commission at its August 19, 2013 meeting. This criteria includes twelve (12) consecutive monthly payments, borrower's current interest rate is higher than the current DHHL interest rate, current with their Homeowners Insurance, Real Property Tax, Lease Rent, county sewer/refuse fees, and does not have any advances made by DHHL on the borrowers behalf.

HSD's recommendation for approval is based on actual payment history, over the past twelve (12) months and the review of the above-mentioned criteria. Streamline/Interest Rate Loan refinancing will provide lessees a chance to simply reduce their interest rate and payments without DHHL having to credit and/or income qualify the borrower.

The following lessee(s) has met the aforementioned criteria and is recommended for Streamline/Interest rate reduction loan refinance program:

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>REFINANCING LOAN TERMS</u>
Nakea-Enos, Sierra N., Brown, Valerie U.N., & Moe, Annette K.	8491, PKE	NTE \$284,500 @4.5% interest per annum, NTE \$1,442 monthly, repayable over 30 years.

Loan Purpose: Refinance of loan no. 19002. Original loan amount of \$281,972 at 5.5% per annum, \$1,601 monthly, payable over 30 years. No Contested Case Hearing was held for this account.

Kanehailua, Charles	10266, Nanakuli	NTE \$125,000 @4.5% interest per annum, NTE \$634 monthly, repayable over 30 years.
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Loan Purpose: Refinance of loan nos. 17170 and 17328. Original loan amounts of \$104,000 and \$50,000 at 6% per annum, \$624 and \$ 300 monthly, respectively, both payable over 30 years. No Contested Case Hearing was held for this account.

Kamana, Pearl	4857, Nanakuli	NTE \$60,000 @4.5% interest per annum, NTE \$460 monthly, repayable over 15 years.
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Loan Purpose: Refinance of loan no. 17682. Original loan amount of \$66,400 at 9.5% per annum, \$558 monthly, payable over 30 years. A Contested Case Hearing was held for this account on 2/22/10.

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>REFINANCING LOAN TERMS</u>
Emery, Jamie E.	2192, Kewalo	NTE \$123,743 @4.5% interest per annum, NTE \$627 monthly, repayable over 30 years.

Loan Purpose: Refinance of loan no. 18881. Original
loan amount of \$106,048 at 5.88% per
annum, \$632 monthly, payable over 30
years. No Contested Case Hearing was
held for this account.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Dean T. Oshiro, Acting HSD Administrator
FROM: Ross K. Kapeliela, Application Officer
Homestead Services Division
SUBJECT: **Approval of Homestead Application Transfers/Cancellations**

RECOMMENDED MOTION/ACTION

To approve the transfers and cancellations of applications from the Application Waiting Lists for reasons described below:

DISCUSSION

1.Requests of Applicants to Transfer

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

KAAE, Dudley S. K.	11/05/2008	HAWAII	RES	11/19/15
KAHOONEI, Gary K.	05/27/2008	HAWAII	RES	10/16/15

KAUAI ISLANDWIDE AGRICULTURAL LEASE LIST

KAAHANUI, Calvin Iopa, Jr.	05/16/2008	HAWAII	AGR	11/19/15
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KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

KAAHANUI, Calvin Iopa, Jr.	05/16/2008	HAWAII	RES	11/19/15
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2.Deceased Applicant

NONE FOR SUBMITTAL

3.Awards of Leases

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

BAUTISTA, Gwendolyn L. D.	Assigned Residential Lease #12100, Lot 16955 in Kapolei, Honouliuli, Ewa, Oahu (Kaupea) dated 08/04/2015. Remove application dated 07/28/2009.
LELEPALI, Lila Mae K.	Assigned Residential Lease #7276, Lot 24 in Nanakuli, Oahu dated 12/09/2015. Remove application dated 10/06/2010.
LONO, Wayne E., Jr.	Assigned Residential Lease #8776, Lot 12 in Waimanalo, Oahu dated 12/15/2015. Remove application dated 08/16/2010.
WHITFORD-GOGGINS, Deborahline J. H.	Assigned Residential Lease #2119, Lot 30 in Kewalo, Oahu dated 12/28/2015. Remove application dated 10/14/1998.

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

KUKONA, Tyler U.	Assigned Agricultural Lease #5375, Lot 128 in Panaewa, Hawaii dated 03/30/2015. Remove application dated 10/06/2000.
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HAWAII ISLANDWIDE PASTORAL LEASE LIST

SHOEMAKER, Lydia M.	Assigned Pastoral Lease #2705- B, Lot 4-A in Puukapu, Waimea, Hawaii dated 08/04/2015. Remove application dated 06/04/1992.
STEVENS, Sydney Lee M.	Assigned Pastoral Lease #2705- B, Lot 4-A in Puukapu, Waimea, Hawaii dated 08/04/2015. Remove application dated 08/16/2004.

HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

AKINA, Hidy K.	Assigned Residential Lease #4504, Lot 94 in Nanakuli, Oahu dated 12/15/2015. Remove application dated 05/09/1986.
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4. Native Hawaiian Qualification

NONE FOR SUBMITTAL

5. Voluntary Cancellation

ANAHOLA AREA / KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

KAPU, Juanita C. A.	To cancel application dated 02/23/77 at the request of applicant dated 12/28/15.
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6. Successorship

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

MOREY, Jordan B.	Succeeded to 08/05/1971 Waimanalo Area / Oahu Islandwide Residential application of aunt, Gaila K. Townsend. Remove application dated 07/15/2014.
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7. Additional Acreage

NONE FOR SUBMITTAL

8.HHC Adjustments

HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

HIRANO, Evalani K.

Assigned Residential Lease #9757, Lot 13714 in Kapolei, Honouliuli, Ewa, Oahu (Maluohai) dated 06/15/2001. Transferred the lease to herself and son, Kevin M. K. HIRANO, dated 06/28/2001. Both remain co-lessees today. Although she was already a residential lessee, Evalani reapplied and was placed on the Hawaii IW Residential Waitlist. Remove invalid application dated 05/04/2006.

KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

KEAWEAMAHI, Yolanda U.

Husband assigned Residential Lease #6554, Lot 8 in Anahola, Kauai dated 10/28/1991. Husband George KEAWEAMAHI, III transferred the lease to himself and his wife, Yolanda, dated 12/03/2004. Both remain co-lessees today. Although she was already a residential lessee, Yolanda submitted a residential application and was placed on the Kauai IW Residential Waitlist. Remove invalid application dated 05/20/2005.

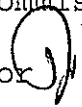
Last Month's Transaction Total	25
Last Month's Cumulative FY 2015-2016 Transaction Total	135
Transfers from Island to Island	4
Deceased	0
Cancellations:	
Awards of Leases	8
NHQ	0
Voluntary Cancellations	1
Successorship	1
Additional Acreage	0
HHC Adjustments	2
This Month's Transaction Total	16
This Month's Cumulative FY 2015-2016 Transaction Total	151


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean T. Oshiro, Acting HSD Administrator 

FROM: Ross K. Kapeliela, Applications Officer 
Homestead Services Division

SUBJECT: **Commission Designation of Successors to Application Rights - Public Notices 2013 and 2014**

RECOMMENDED MOTION/ACTION

To designate the following individuals as successors to the application rights of deceased applicants who did not name qualified successors.

DISCUSSION

The following qualified applicants passed away on or after October 26, 1998, without naming a qualified successor. Pursuant to 10-3-8(c) of the *Hawaii Administrative Rules*, a public notice listing the names of deceased applicants and calling for possible successors to their application rights was published in the Star-Advertiser on the last two consecutive Sundays of November for the year the department received notification. Requests to succeed to the decedents' application rights were submitted within the required 180 days following the last date of publication. Prospective successors were the sole respondents and are deemed by the department to have met the requirements of successorship. HSD recommends approval of the following designees:

1. Deceased Applicant:	Edison R. K. Keomaka
Date of death:	November 25, 2013
Successor to application rights	Lemuel Keomaka
Relationship:	Nephew
Island:	Hawaii IW
Type:	Residential
Date of Application:	February 7, 1991
Date of Public Notice:	November, 2014

2.Deceased Applicant:	Christine K. Mattos
Date of death:	November 19, 2012
Successor to application rights	Serena Mattos
Relationship:	Child
Island:	Waimanalo Area / Oahu IW
Type:	Residential
Date of Application:	February 11, 1976
Date of Public Notice:	November, 2013

Previous Cumulative Total for Current FY	36
Current Month's Total	<u>2</u>
Fiscal Year Total: July 2015-June 2016	38

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Dean T. Oshiro, Acting HSD Administrator
FROM: Ross K. Kapeliela, Applications Officer
Homestead Services Division
SUBJECT: **Reinstatement of Deferred Application - WILLIAM W. GRACE**

RECOMMENDED MOTION/ACTION

To reinstate the application that was deferred due to the applicant not responding to two successive contacts as required by the department's administrative rules.

DISCUSSION

Section 10-3-10(b) of the *Hawaii Administrative Rules* states in part that "Whenever an applicant does not respond to any two successive requests from the department for updated information, the department shall place such applicant on a deferred status until such time as updated information is received."

The following applicant was deferred and has since contacted the department with updated information:

WAIMANALO AREA AND OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

<u>APPLICANT</u>	<u>APPLICATION DATE</u>	<u>HHC ACTION TO DEFER</u>	<u>CONTACT DATE WITH DEPARTMENT</u>
GRACE, William W.	10/05/1971	08/29/1995	12/24/2015

Previous Cumulative Total for Current FY	3
Current Month's Total	<u>1</u>
Fiscal Year Total: July 2015-June 2016	4

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator
Homestead Services Division

FROM: Juan Garcia, Oahu District Office Supervisor
Homestead Services Division

SUBJECT: **Ratification of Designation of Successors to Leasehold
Interest and Designation of Persons to Receive the Net
Proceeds**

RECOMMENDED MOTION/ACTION

To ratify the approval of the designation of successor to the leasehold interest and person to receive the net proceeds, pursuant to Section 209, Hawaiian Homes Commission Act, 1920, as amended. This designation was previously approved by the Chairman.

*See attached list of Lessee.

Leasehold Interest:

Ratified for February 2016	1
Previous FY 2015 - 2016	<u>52</u>
FY 2015 - 2016 Total to Date	53

Ratified for FY '14 - '15	45
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Net Proceeds

Ratified for February 2016	0
Previous FY 2015 - 2016	<u>2</u>
FY 2015 - 2016 Total to Date	2

Ratified for FY '14 - '15	1
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LIST OF LESSEES WHO DESIGNATED SUCCESSORS TO THEIR
LEASEHOLD INTEREST
FOR MONTH OF February 2016

Deceased Lessee

Jesse Dudoit, Jr.
Lot No.: 45
Area: Paukukalo, Maui
Lease No. 5455

Designated Successor

PRIMARY:

Michelle R. Dudoit, Daughter

ALTERNATE:

N/A

DESIGNEE TO RECEIVE NET

PROCEEDS:


N/A

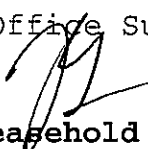
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator 
Homestead Services Division

FROM: Juan Garcia, Oahu District Office Supervisor 
Homestead Services Division

SUBJECT: **Approval of Assignment of Leasehold Interest**

RECOMMENDED MOTION/ACTION

To approve the assignment of the leasehold interest, pursuant to Section 208, Hawaiian Homes Commission Act, 1920, as amended, and subject to any applicable terms and conditions of the assignment, including but not limited to the approval of a loan.

DISCUSSION

Nineteen (19) assignments of lease.

<u>LESSEE</u>	<u>TRANSFeree</u>
1. Name: David K. Benevedes Res. Lease No.: 8189 Lease Date: 2/15/1993 Lot No.: 29 Area/Island: Waimanalo, Oahu Property Sold: Yes Amount: \$250,000.00 Improvements: 4 bedroom, 2 bath dwelling	Name: Albert Ah Yuen, Jr. Relationship: None Loan Assump: No Applicant: Yes, Oahu IW Res., 4/10/1997

Reason for Transfer: "I'm only 19 years old and I am unable to afford the mortgage." Special Conditions: Transferee to obtain funds to pay the purchase price. See simultaneous transfer below.

2. Name: Albert Ah Yuen, Jr. Name: Betty Jean N. Ah Yuen
 Res. Lease No.: 8189 Relationship: Daughter
 Lease Date: 2/15/1993 Loan Assump: No
 Lot No.: 29 Applicant: No
 Area/Island: Waimanalo,
 Oahu
 Property Sold: Yes
 Amount: \$250,000.00
 Improvements: 4 bedroom, 2 bath dwelling
- Reason for Transfer: "Transferring to daughter who is less than the required 50% Hawaiian Blood Quantum." Special Conditions: Transferee to obtain funds to pay the purchase price.
3. Name: Sheila N. Bing Name: Sherry Ann L. Bing
 Res. Lease No.: 12600 Relationship: Mother
 Lease Date: 6/7/2010 Loan Assump: No
 Lot No.: 18409 Applicant: No
 Area/Island: Kanehili,
 Oahu
 Property Sold: Yes
 Amount: \$336,312.00
 Improvements: 5 bedroom, 3 bath dwelling
- Reason for Transfer: "I, Sheila Bing would like to transfer 100% of my interest to my mom, Sherry Bing and move to as a successor, in the future. She is in the process of paying off Homestreet Bank." Special Conditions: Transferee to obtain funds to pay the purchase price.
4. Name: Charmaine K. Bugado Name: Charmiane K. Bugado & Diana
 Res. Lease No.: 5036 M. Moala
 Lease Date: 9/1/1980 Relationship: Lessee & Aunty
 Lot No.: 23 Loan Assump: No
 Area/Island: Waiakea, Applicant: Yes, Hawaii IW Res.,
 Hawaii 12/12/1979
 Property Sold: No
 Amount: N/A
 Improvements: 3 bedroom, 1-1/2 bath dwelling
- Reason for Transfer: "To add aunty to lease." See simultaneous transfer below:

5. Name: Diana M. Moala Name: Matangi K. K. Moala
 Res. Lease No.: 5036 Relationship: Son
 Lease Date: 9/1/1980 Loan Assump: No
 Lot No.: 23 Applicant: No
 Area/Island: Waiakea,
 Hawaii
 Property Sold: No
 Amount: N/A
 Improvements: 3 bedroom, 1-1/2 bath dwelling

 Reason for Transfer: "Transferring Tenant in Common interest
 to son."
6. Name: Denise F. Fukumitsu Name: Florence O. Rangasan
 Res. Lease No.: 9225 Relationship: Mother
 Lease Date: 10/1/1998 Loan Assump: No
 Lot No.: 12 Applicant: No
 Area/Island: Kaniohale,
 Hawaii
 Property Sold: No
 Amount: N/A
 Improvements: 5 bedroom, 2 bath dwelling

 Reason for Transfer: "Denise would like to transfer her
 interest in lease 9225 to her mother, Florence O. Rangasan."
7. Name: William K. Iao, Jr. Name: Haunani M. Iao
 Res. Lease No.: 7706 Relationship: Daughter
 Lease Date: 2/7/2002 Loan Assump: No
 Lot No.: 263 Applicant: No
 Area/Island: Waiohuli,
 Maui
 Property Sold: Yes
 Amount: \$302,220.00
 Improvements: 2 bedroom, 1-1/2 bath dwelling

 Reason for Transfer: "Lessee to relocate to Oahu upon
 completion of transfer." Special Conditions: Transferee to
 obtain funds to pay the purchase price.

8. Name: Kristle L. Jury-Hale Name: Jamie-Lynn P. J. Murray
 Res. Lease No.: 6745 Relationship: Daughter
 Lease Date: 3/14/1995 Loan Assump: No
 Lot No.: 83 Applicant: No
 Area/Island: Waianae,
 Oahu
 Property Sold: Yes
 Amount: \$200,000.00
 Improvements: 3 bedroom, 2 bath dwelling

Reason for Transfer: "Prefer to live in PKE. Due to preference we are exchanging leases." Special Conditions: Transferee to obtain funds to pay the purchase price. See simultaneous transfer below.

9. Name: Jamie-Lynn P. J. Murray Name: Kristle L. Jury-Hale
 Res. Lease No.: 8559 Relationship: Mother
 Lease Date: 12/01/1994 Loan Assump: No
 Lot No.: 269 Applicant: No
 Area/Island: PKE, Oahu
 Property Sold: Yes
 Amount: \$3000,000.00
 Improvements: 3 bedroom, 2 bath dwelling

Reason for Transfer: "I want to transfer this home... because I prefer living in Waianae... which is why my mother and I want to exchange leases." Special Conditions: Transferee to obtain funds to pay the purchase price.

10. Name: Thomas K. Kahihikolo, Jr. Name: Tiffany K. Kahihikolo
 Pas. Lease No.: 5424 Relationship: Sister
 Lease Date: 10/1/1984 Loan Assump: No
 Lot No.: 30 Applicant: Yes, Maui IW Res.,
 Area/Island: Paukukalo, 8/6/1996
 Maui
 Property Sold: Yes
 Amount: \$51,377.73
 Improvements: 3 bedroom, 2 bath dwelling

Reason for Transfer: "Give my sister opportunity to be homeowner." Special Conditions: Transferee to obtain funds to pay the purchase price.

11. Name: Kenneth K. Kaniho Name: Klem K. Kaniho
 Pas. Lease No.: 4963 Relationship: Brother
 Lease Date: 3/17/1979 Loan Assump: No
 Lot No.: 12 Applicant: No
 Area/Island: Waimea,
 Hawaii
 Property Sold: No
 Amount: N/A
 Improvements: 3 bedroom, 1-1/2 bath dwelling

Reason for Transfer: "Allow Klem to have his own pastoral lot." Special Conditions: Lessee to retain Lot 4 under Lease No. 4963, brother to receive Lot 12 under Lease No. 4963-A.

12. Name: Kahealani K. Name: Alvin Keoki Mamala
 Kealakai Relationship: Niece's husband
 Res. Lease No.: 4736 Loan Assump: No
 Lease Date: 1/26/1978 Applicant: Yes, Oahu IW Res.,
 Lot No.: 50 12/13/2007
 Area/Island: Nanakuli,
 Oahu
 Property Sold: Yes
 Amount: \$40,000.00
 Improvements: 3 bedroom, 2 bath dwelling

Reason for Transfer: "Wanted to keep in family, sell to my niece and husband's family." Special Conditions: Transferee to obtain funds to pay the purchase price.

13. Name: Ralph I. Kehano, Name: Adela R. Cuttie
 Sr. Relationship: Sister
 Res. Lease No.: 9473 Loan Assump: No
 Lease Date: 10/1/2000 Applicant: Yes, Maui IW Res.,
 Lot No.: 35 6/9/2005
 Area/Island: Waiehu Kou
 II, Maui
 Property Sold: Yes
 Amount: \$180,000.00
 Improvements: 2 bedroom, 2 bath dwelling

Reason for Transfer: "Adela need the home more than I do." Special Conditions: Transferee to obtain funds to pay the purchase price.

14. Name: Charlotte-Mae F. K. Lyons Name: Rayette-Dee B. K. Abraham
 Res. Lease No.: 2314 Relationship: Daughter
 Lease Date: 3/3/1950 Loan Assump: No
 Lot No.: 197B Applicant: No
 Area/Island: Keaukaha,
 Hawaii
 Property Sold: No
 Amount: N/A
 Improvements: 3 bedroom, 1 bath dwelling

Reason for Transfer: "I gave everything to my daughter."

15. Name: Barbara L. Wright Name: Stanton I. Loo
 Pas. Lease No.: 2702 Relationship: Nephew
 Lease Date: 10/1/1952 Loan Assump: No
 Lot No.: 9A & 9B Applicant: No
 Area/Island: Kamoku,
 Hawaii
 Property Sold: Yes
 Amount: \$84,241.00
 Improvements: 5 bedroom, 2 bath dwelling

Reason for Transfer: "I want my nephew and his family to have their own home."

16. Name: Gary M. See Name: Shandon K. W. Y. See
 Res. Lease No.: 10337 Relationship: Son
 Lease Date: 6/18/2005 Loan Assump: No
 Lot No.: UNDV040 Applicant: No
 Area/Island: Waiohuli,
 Maui
 Property Sold: No
 Amount: N/A
 Improvements: None

Reason for Transfer: "I want my son to be able to build his own home."

17. Name: Abraham A. Akau Name: Lono E. Gilbert
 Agr. Lease No.: 6948 Relationship: Daughter
 Lease Date: 12/1/1986 Loan Assump: No
 Lot No.: 46 Applicant: Yes, Hawaii IW Agr.,
 Area/Island: Makuu, 9/20/2010
 Hawaii
 Property Sold: No
 Amount: N/A
 Improvements: None

Reason for Transfer: "Employment is off island. Transfer to daughter who resides in Pahoehoe."

18. Name: Laenette N. Name: Pomaikai K. Bartolome
 Longakit Relationship: Daughter
 Agr. Lease No.: 5372 Loan Assump: No
 Lease Date: 7/29/1982 Applicant: No
 Lot No. 187A
 Area/Island: Panaewa,
 Hawaii
 Property Sold: No
 Amount: N/A
 Improvements: None

Reason for Transfer: "To allow my daughter Pomaikai M. Bartolome & her ohana to farm & build a home. The cost of living is so high. As a Hawaiian it is a privilege & an honor to live on H.H. Land that has been set aside for Hawaiians. She can farm & produce revenue as well as food for their own use."

19. Name: Kahailani L. Tau-a Name: Lokahi K. H. Lee
 Pas. Lease No.: 9167 Relationship: Brother
 Lease Date: 5/29/1999 Loan Assump: No
 Lot No.: 64 Applicant: No
 Area/Island: Kahikinui,
 Maui
 Property Sold: No
 Amount: N/A
 Improvements: None


Reason for Transfer: "Wants brother to have it."


Assignments for the Month of February `16	19
Previous FY '15 - '16 balance	<u>140</u>
FY '15 - '16 total to date	159
Assignments for FY '14 - '15	260

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting HSD Administrator 
Homestead Services Division

FROM: Juan Garcia, Oahu District Office Supervisor 
Homestead Services Division

SUBJECT: **Approval of Amendment of Leasehold Interest**

RECOMMENDED MOTION/ACTION

To approve the amendment of the leasehold interest listed below.

DISCUSSION

Sixteen (16) amendments of lease.

1. Lessee: Rayette-Dee B. K. Abraham
Res. Lease No.: 2314
Lot No., Area, Island: 197B, Keaukaha, Hawaii
Amendment: To amend the lease title and lessor name, to amend the tenancy to severalty, to incorporate the currently used terms, covenants, and conditions in the lease, and to extend the lease term to an aggregate term of 199 years.
2. Lessee: Abraham A. Akau
Agr. Lease No.: 6948
Lot No., Area, Island: 46, Makuu, Hawaii
Amendment: To amend the commencement date and to incorporate the UXO terms into the lease.

3. Lessee: Ronald H. Hefe
Res. Lease No.: 10455
Lot No., Area, Island: 229, Waiohuli, Maui
Amendment: To amend the commencement date, lot number, and the property description due to the Waiohuli Undivided Interest Relocation Option (HHC 03/23/10).
4. Lessee: Gilbert K. Hoopii
Res. Lease No.: 10342
Lot No., Area, Island: 27, Waiehu Kou I, Maui
Amendment: To amend the commencement date, lot number, and the property description due to the Waiohuli Undivided Interest Relocation Option (HHC 03/23/10).
5. Lessee: Charles M. Kaaukai
Res. Lease No.: 3853
Lot No., Area, Island: 373, Nanakuli, Oahu
Amendment: To update the property description.
6. Lessee: Andrew Kaawa, Jr.
Res. Lease No.: 1744
Lot No., Area, Island: 68, Nanakuli, Oahu
Amendment: To amend the lease title and lessor name, to update the property description, to incorporate the currently used terms, covenants and conditions, to extend the current lease term to an aggregate term of 199 years.
7. Lessee: Kenneth K. Kaniho
Pas. Lease No.: 4963
Lot No., Area, Island: 12, Waimea, Hawaii
Amendment: To update the property description to reflect Lot No. 4 to remain under Lease No. 4963, and the creation of Lease No. 4963A, covering Lot No. 12, due to the transfer of Lot No. 12 to the lessee's brother.

8. Lessee: Craig S. Kauanoe
Res. Lease No.: 3163
Lot No., Area, Island: 13B, Waimanalo, Oahu
Amendment: To amend the lease title and lessor's name, and to incorporate the currently used terms, covenants, and conditions in the lease.
9. Lessee: Joseph K. Kekawa, Jr.
Res. Lease No.: 1763
Lot No., Area, Island: 199, Nanakuli, Oahu
Amendment: To amend the lease title and lessor name, to incorporate the currently used terms, covenants, and conditions in the lease, and to extend the lease term to an aggregate term of 199 years.
10. Lessee: Laenette N. Longakit
Agr. Lease No.: 5372
Lot No., Area, Island: 187A, Panaewa, Hawaii
Amendment: To update the property description to reflect Lot No. 187B to remain under Lease No. 5372 and the creation of Lease No. 5372A, covering Lot No. 187A, due to the transfer of Lot No. 187A to the lessee's daughter.
11. Lessee: Allen K. Mahoe
Res. Lease No.: 1800
Lot No., Area, Island: 267A, Nanakuli, Oahu
Amendment: To amend the lease title and lessor name, to incorporate the currently used terms, covenants, and conditions in the lease, and to extend the lease term to an aggregate term of 199 years.

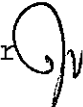
12. Lessee: Albert K. Nahoopii, Jr.
Res. Lease No.: 3881
Lot No., Area, Island: 70, Kalamaula, Molokai
Amendment: To amend the lease title and lessor's name, complete the property description, to incorporate the currently used terms, covenants, and conditions in the lease.
13. Lessee: Charles Pelekane
Res. Lease No.: 3523
Lot No., Area, Island: 12, Kapaakea, Molokai
Amendment: To amend the lease to complete the property description.
14. Lessee: George K. Purdy, III
Res. Lease No.: 10391
Lot No., Area, Island: 93, Waiehu Kou III, Maui
Amendment: To amend the commencement date, lot number, and the property description due to the Waiohuli Undivided Interest Relocation Option (HHC 03/23/10).
15. Lessee: Marc R. K. Tolentino
Res. Lease No.: 10376
Lot No., Area, Island: 55, Waiehu Kou III, Maui
Amendment: To amend the commencement date, lot number, and the property description due to the Waiohuli Undivided Interest Relocation Option (HHC 03/23/10).
16. Lessee: Barbara L. Wright
Pas. Lease No.: 2702
Lot No., Area, Island: 9A & 9B, Kamoku, Hawaii
Amendment: To amend the lease title and lessor name, to update the property description, to incorporate the currently used terms, covenants and conditions, to extend the current lease term to an aggregate term of 199 years.

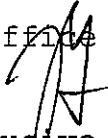
Amendments for the Month of February, '16	16
Previous FY '15 - '16 balance	<u>83</u>
FY '15 - '16 total to date	99
Amendments for FY '14 - '15	163

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2014

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting HSD Administrator 
Homestead Services Division

FROM: Juan Garcia, Oahu District Office Supervisor 
Homestead Services Division

SUBJECT: **Approval to Issue a Non-Exclusive License for Rooftop
Photovoltaic Systems for Certain Lessees**

RECOMMENDED MOTION/ACTION

To approve the issuance of a non-exclusive license to allow the Permittee to provide adequate services related to the installation, maintenance, and operation of a photovoltaic system on the premises leased by the respective Lessees.

The non-exclusive license is necessary as the Lessee can not issue his/her own licenses.

DISCUSSION

Five (5) non-exclusive licenses.

1. Lessee: Gerri H. Farias
Res. Lease No.: 8158
Lot No., Area, Island: 24, Nanakuli, Oahu
Permittee: Sunrun Inc.
2. Lessee: Blaine N. Morton, and Johnette P.K. Morton
Res. Lease No.: 7284
Lot No., Area, Island: 38, Nanakuli, Oahu
Permittee: Sunrun Inc.
3. Lessee: Angel K. Niau, and June Dale Pakele
Res. Lease No.: 5565
Lot No., Area, Island: 149, Lualualei, Oahu
Permittee: Sunrun Inc.


4. Lessee: Renee K. Rickard
Res. Lease No.: 12601
Lot No., Area, Island: 18356, Kanehili, Oahu
Permittee: Sunrun Inc.
5. Lessee: Grant T. Sugihara
Res. Lease No.: 12555
Lot No., Area, Island: 18569, Kanehili, Oahu
Permittee: Sunrun Inc.

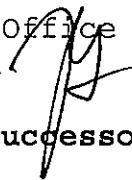
Non-Exclusive License for February '16	5
Previous FY '15 - '16 balance	<u>209</u>
FY '15 - '16 total to date	214
 Non-Exclusive License for FY '14 - '15	 104

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator 
Homestead Services Division

FROM: Juan Garcia, Oahu District Office Supervisor 
Homestead Services Division

SUBJECT: **Commission Designation of Successor**
NELLANETTE Y. ARAKI
Lease No. 11975, Lot No. 17116, Kaupea, Oahu

RECOMMENDED MOTION/ACTION

To approve the designation of Jon Stacy Lani Tyau (Jon), successor to Residential Lease No. 11975, Lot No. 17116, for the remaining term of the lease.

DISCUSSION

On November 20, 2007, Nellanette Y. Araki (Decedent) was awarded Department of Hawaiian Home Lands Residential Lease No. 11975, Lot No. 17116, Kaupea, Oahu.

On March 23, 2012, the Decedent, passed away without having designated a successor.

In compliance with the Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, The Hawaiian Tribune Herald, The West Hawaii Today, The Maui News, and The Garden Isle newspapers on November 2, 12, 16, and 26, 2014, to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The Department received two successorship claims from the Decedent's son and daughter, Jon and Nellani Kalaupapahiwa Asato (Nellani), respectively. Both have been determined to be 25% Hawaiian ancestry and are eligible for successorship to the Decedent's lease.

On January 4, 2016, Nellani rescinded her successorship claim.

Pursuant to Section 209 of the Hawaiian Home Commission Act of 1920 (Act), as amended, when a lessee fails to designate a successor, the commission is authorized to terminate the lease or to continue the lease by designating a successor. Section 209 states in part that the Department may select from only the following qualified relatives in priority order:

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then brothers or sisters; or
5. If there is no husband, wife, child, grandchild, brother, or sister, then from the following relatives of the lessee who are native Hawaiian: father and mother, widows or widowers of the children, widows or widowers of the brothers and sisters, or nieces and nephews.

Existing improvements consist of a four-bedroom, three-bath single family dwelling built in 2007.

There is no outstanding loan. The lease rent account reports a credit balance of \$89.00 and real property taxes are paid current.


The Department requests approval of its recommendation.

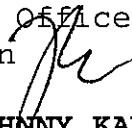
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator 
Homestead Services Division

THRU: Juan Garcia, Oahu District Office Supervisor 
Homestead Services Division

SUBJECT: **Cancellation of Lease - JOHNNY KAMAHELE**
Lease No. 12683, Lot No. 25, Panaewa, Hawaii

RECOMMENDED MOTION/ACTION

To approve the cancellation of Lease No. 12683, Lot No. 25, Panaewa, Hawaii, pursuant to the Hawaiian Homes Commission Act of 1920, as amended, as there is no qualified successor to the Lease interest; and

DISCUSSION

On September 7, 2010, Johnny Kamahele (Decedent), received Department of Hawaiian Home Lands Residential Lot lease No. 12683, Lot No. 25, Panaewa, Hawaii (Lease), and designated his daughter, Donna C. Kamahele (Donna), as his successor.

The Decedent passed away on April 23, 2015.

By way of a written and signed statement dated May 14, 2015, Donna renounced her successorship rights to her late father's homestead lease.

In compliance with the Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, The Garden Isle, the Hawaii Tribune Herald, the West Hawaii Today, and The Maui News on September 6, 16, 20, and 30, 2015, to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The Public Notice closed on January 6, 2016 and no successorship claims to the lease were received by the Department.

Pursuant to Section 209 of the Hawaiian Homes Commission Act of 1920, as amended (Act), "the land subject to the lease shall resume its status as unleased Hawaiian home lands and the Department is authorized to lease to another qualified native Hawaiian as provided in the Act."

There is a 3 bedroom, 2 bath dwelling on the property constructed in 2015 that will need to be appraised. As a matter of information, the County of Hawaii Real Property Office assesses the value of the existing home at \$180,100.

As of January 13, 2016, there is an outstanding Department loan balance of \$145,224.59 attached to the lease and a \$92.00 lease rent credit balance. There is no outstanding real property tax as the 7 year real property tax exemption is still in effect.

The Department is requesting the approval of its recommendation.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator
Homestead Services Division

FROM: *fn* Mona L. Kapaku, Homestead District Operations Manager
Homestead Services Division *g*

SUBJECT: **Commission Designation of Successor**
LYNNETTE L.H. HAVILI
Lease No. 9486, Lot No. 48, Waiehu Kou II, Maui

RECOMMENDED MOTION/ACTION

To approve the designation of Pikake C.J. Fernandez Ruiz (Pikake), successor to her late mother's Residential Lease No. 9486, Lot No. 48, for the remaining term of the lease, subject to Pikake obtaining a loan to pay off Department Contract of Loan No. 18782 within 90 days of the completion of the lease successorship.

DISCUSSION

On November 1, 2000, Lynnette L.H. Havili (Decedent) received Waiehu Kou II Residence Lease No. 9486, Lot No. 48. On October 18, 2011, she named her daughter, Dannel L.K.L. Vierra Hobbs (Dannel), as the successor to the leasehold interest. On April 19, 2015, Decedent passed away. On August 6, 2015, Dannel submitted a Renouncement of Successorship.

In compliance with the Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News, and The Garden Island newspapers on September 6, 16, 20, and 30, 2015, to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The Department received one successorship claim from the Decedent's daughter, Pikake. She has been determined to be at least 50% Hawaiian and is eligible for successorship.

Pursuant to Section 209 of the Hawaiian Home Commission Act of 1920 (Act), as amended, when a lessee fails to designate a successor, the commission is authorized to terminate the lease or to continue the lease by designating a successor. Section 209 states in part that the Department may select from only the following qualified relatives in priority order:

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then brothers or sisters; or
5. If there is no husband, wife, child, grandchild, brother, or sister, then from the following relatives of the lessee who are native Hawaiian: father and mother, widows or widowers of the children, widows or widowers of the brothers and sisters, or nieces and nephews.

Existing improvements on the homestead lot consist of a four-bedroom, two-bath single family dwelling built in 2000. The County of Maui Real Property Tax Office assesses the value of the existing home at \$237,900. Pikake and her family live in the home.

There is an outstanding Department of Hawaiian Home Lands mortgage loan which was originated on July 18, 2012, in the amount of \$174,190.57, at 8.50% per annum, \$1,340 monthly, repayable over 30 years. The outstanding loan balance is \$191,290.04, and is past due \$23,436.00, as of January 19, 2016. The last payment in the amount of \$1,340 was received on September 23, 2015.

The lease rent to the Department is paid current and real property taxes to the County of Maui is due \$4,883.51.

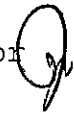
The Department requests approval of its recommendation to name Pikake for successorship.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Jobie M.K. Masagatani, Chairman
Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator 
Homestead Services Division

FROM: James Du Pont, West Hawaii District Office
Supervisor

SUBJECT: **Commission Designation of Successor to HERBERT H.
H. ANAKALEA, Residence Lease No. 9234, Lot No.
21, Kaniohale, Laiopua, Kailua-Kona, Hawaii**

RECOMMENDED MOTION/ACTION

To approve the designation of Josephine Anakalea, spouse, as successor to Residential Lease No. 9234, Lot No. 21, Village 3, Kaniohale, La'i'opua, Hawaii, for the remaining term of the leases.

DISCUSSION

Herbert H. H. Anakalea was awarded Lease No. 9234 to Lot No. 21 with a commencement date of October 1, 1999.

On November 9, 2005, Herbert designated his son, Hiram K. Anakalea, as successor to his leasehold interest.

Mr. Anakalea passed away on May 29, 2014. Mr. Anakalea's obituary was published in the West Hawaii Today on June 24, 2014. His death certificate was received on October 22, 2014.

Both Josephine and Hiram Anakalea believed that Josephine had been designated as the primary successor to her husband's leasehold interest. While Herbert Anakalea had designated Josephine as his successor on August 18, 2004 he subsequently updated his Designation of Successor unbeknownst to both parties.

After discussing this matter amongst themselves Hiram Anakalea notified the department of his decision to rescind his designation of successor to this lease in a letter dated June 24, 2015. The letter also stated his preference that the lease go to his mother, Josephine.

In compliance with the Administrative Rule 10-3-63, the department published legal ads in the Honolulu Star Advertiser, The Garden Isle News, The Hawaii Tribune Herald, the West Hawaii Today, and the Maui News on September 9, 16, 20 and 30, 2015 to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The department received one successorship claim from Josephine Anakalea dated September 28, 2015 who has been determined to be 100% Hawaiian ancestry and is eligible for successorship to the lease.

Pursuant to Section 209 of the Hawaiian Homes Commission act of 1920 (Act), as amended, when a lessee fails to designate a successor, the commission is authorized to terminate the lease or to continue the lease by designating a successor. Section 209 states in part that the department may select from only the following qualified relatives of the decedent:

1. Husband or wife: or
2. If there is no husband or wife, then the children; or
3. If there is no husband or wife or child, then the grand-children; or
4. If there is no husband or wife or child or grandchild, then brothers or sisters; or
5. If there is no husband or wife, child, grandchild, brother, or sister, then from the following relatives of the lessee who are native Hawaiian: father and mother, widows or widowers of the children, widows or widowers of the brothers and sisters, or nieces or nephews.

There is an outstanding mortgage loan with the MNT Bank in the amount of approximately \$146,159.81 that Mrs. Anakalea has been paying on a monthly basis. The lease rent is

current as are the real property taxes. The association dues are current too.


The department requests approval of its recommendation.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean T. Oshiro - Acting Administrator 
Homestead Services Division

Subject: **For Information Only - Request for Relocation - JAMES
M. DUVAUCHELLE, SR., Pastoral Lease No. 7876, Lot No.
8, Hoolehua, Molokai**

FOR INFORMATION ONLY

On August 17, 2015, the Hawaiian Homes Commission (HHC) approved the relocation request for Mr. Duvauchelle for his pastoral lease. Mr. Duvauchelle relocated from lot no. 19 to lot no. 8, Hoolehua, Molokai, which was in DHHL's inventory.

Pastoral Lease No. 7876, Lot No. 19, which consisted of some 25.43 acres, was issued to James Duvauchelle, Sr. on February 1, 1987. The pastoral homestead was issued with no infrastructure and no access to water.

Upon the approval by the HHC, documents to amend Mr. Duvauchelle's lease were prepared, executed, and subsequently recorded in DHHL's recordation system on December 23, 2015.

Mr. Duvauchelle previously addressed the HHC and stated that he was employed at Molokai Ranch for 42 years as a cowboy and later as a livestock manager. He then became an independent rancher in Maunaloa and was looking towards relocating to his awarded pastoral lot, which led to his request.

DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION
FEBRUARY 22 & 23, 2016
KAPOLEI, O'AHU


AGENDA SECTION II. C

F-ITEMS
LAND MANAGEMENT DIVISION

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22-23, 2016

To: Chairman and Members, Hawaiian Homes Commission

From: Peter "Kahana" Albinio, Jr., Acting Administrator
Land Management Division 

Subject: Issuance of License to Kapolei Hawaii Property Company, LLC, Kapolei, Island of O'ahu, of access rights granted by State Department of Transportation, TMK No.(1) 9-1-017:108 (por.)

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approve the issuance of a license to Kapolei Hawaii Property Company, LLC, ("KHPC") as Licensee, for limited vehicle access rights for egress and ingress to its shopping center complex pursuant to the GRANT OF LIMITED VEHICLE ACCESS RIGHTS (NON-EXCLUSIVE) (KUALAKAI PARKWAY) fully executed on December 30, 2015, by and between the State of Hawaii – Department of Transportation as "GRANTOR" and the Department of Hawaiian Home Lands, by its Hawaiian Homes Commission as "GRANTEE" ("DOT Grant of Access") attached hereto as Exhibit "A".

Approval and issuance of this license for the sole purpose as described above shall be subject to the following conditions:

1. Area to be licensed shall traverse over a portion of lands owned and managed by the State of Hawaii – Department of Transportation identified TMK: (1) 9-1-017:108 (por.) comprising a linear land area of approximately four hundred sixty-seven (467) feet, more or less, more specifically described and identified in Exhibits "A" & "B" of the fully executed GRANT OF LIMITED VEHICLE ACCESS RIGHTS (NON-EXCLUSIVE) (KUALAKAI PARKWAY) attached hereto as Exhibit "A";
2. The License shall be subject to the terms and conditions contained in the DOT Grant of Access;
3. License shall be coterminous with the General Lease to KHPC or the DOT Grant of Access, whichever terminates sooner, and shall become effective upon full execution of the license document;
4. The license fee shall be gratis, provided that DHHL shall not be required to pay additional compensation to DOT for the DOT Grant of Access;
5. Licensee shall remit a non-refundable processing and documentation fee in the amount of \$275.00;

6. Use of the license area shall be strictly utilized for the purposes of limited vehicle access rights for egress and ingress to the shopping center complex development project;
7. All construction shall conform to federal, state and county (government agencies) standards. Licensee shall obtain applicable permits and approvals from government agencies prior to the commencement of any work on the property that requires such permits and approvals;
8. Any construction or alteration of the easement area shall require DHHL approval;
9. The license document shall be subject to other standard terms and conditions of similar licenses issued by DHHL;
10. The Chairman of the HHC is authorized to impose such other conditions deemed prudent and necessary; and
11. The license document will contain the standard terms and conditions and shall be subject to review and approval by the Department of the Attorney General.

DISCUSSION

DOT has issued DHHL a grant of limited vehicle access rights, which allows access from the Ka Makana Ali'i site on Hawaiian home lands to the DOT-controlled intersection at Kualaka'i Parkway and Kapolei Parkway. The purpose of this License is to license DHHL's rights under the DOT Grant of Access to KHPC so that KHPC may develop, manage, and maintain access to the shopping center.

The existing Kualaka'i Parkway (formerly North-South Road) is a four-lane, divided major arterial roadway under the jurisdiction of the State Department of Transportation (DOT). While currently striped for four lanes, it will ultimately be six lanes. Kualaka'i Parkway connects Kapolei Parkway with H-1 Freeway at a diamond interchange. Its intersection with Farrington Highway is a major signalized intersection. Kualaka'i Parkway forms a signalized, tee-intersection at Kapolei Parkway. The speed limit on Kualaka'i Parkway is 35 miles per hour.

HRS CHAPTER 343 ENVIRONMENTAL ASSESSMENT

The direct, cumulative, and potential impacts of the action described above have been considered pursuant to Chapter 343, Hawaii Revised Statutes. The Ka Makana Ali'i Final Environmental Assessment obtained a "FONSI" declaration granted and approved by the Hawaiian Homes Commission in December, 2011.

AUTHORITY

This License will allow KHPC to utilize the access rights granted to DHHL under the DOT Grant of Access. The DOT Grant of Access expressly allows DHHL to freely assign its interest to others, including KHPC. No interest in Hawaiian home lands will be granted under this License.

RECOMMENDATION

Land Management Division respectfully requests approval of the motion as stated.

Statutes, the Grantor is authorized to manage those lands formerly known as North-South Road, and currently known as Kualakai Parkway; and

WHEREAS, Lot 17853 ("Lot 17853"), as shown on Map 1375 filed with Land Court Application 1069, under EO 4277 is subject to restriction regarding abutter's rights of access appurtenant as shown on the Right-of-Way Map for the project known as North South Road, Federal Aid Project No. STP-8930(3), filed in the Highways Division, Department of Transportation, State of Hawaii, dated March 31, 2004; and

WHEREAS, the Grantee is the owner by Quitclaim Deed effective October 27, 2006, from the State of Hawaii, by its Board of Land and Natural Resources, recorded aforesaid as Land Court Document No. 3505385, noted on Transfer Certificate of Title No. 830,719, of various lots, including Lot 17255, situate at Honouliuli, Ewa, Oahu, Hawaii, as shown on Map 1320 of Land Court Application 1069, containing an area of 67.270 acres ("Lot 17255") (and by Land Court Order No. 178852, filed May 7, 2009, the area of Lot 17255 has changed from 67.270 acres to 67.184 acres as shown on Map 1320); and

WHEREAS, the Grantee desires limited vehicle access rights along Lot 17255 on to Lot 17853.

NOW, THEREFORE, the Grantor, for good and valuable consideration paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to Section 264-13, Hawaii Revised Statutes, does hereby remise, release, give, grant and convey unto the Grantee, its successors and assigns, non-exclusive limited vehicle access rights for egress and ingress to Kualakai Parkway at Lot 17853 over and across Boundary "B" (Revision 1), more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which exhibits are attached hereto and made parts hereof.

TO HAVE AND TO HOLD the same together with any and all rights, privileges and appurtenances, thereunto belonging or appertaining to or held and enjoyed therewith, unto the Grantee.

The limited vehicle access rights for egress and ingress granted herein shall inure to the benefit of the Grantee, its successors and assigns, and any tenants, lessees, invitees, transferees and other occupants of Lot

17255 and the Grantee may freely assign, grant, license or otherwise transfer and allow others to use the rights granted hereunder without further consent, joinder or acknowledgment of the Grantor.

The Grantee hereby acknowledges that the conveyance by the Grantor of the limited vehicle access rights for egress and ingress over and across Boundary "B" has been made pursuant to the Grantee's request.

[Remainder of This Page Intentionally Left Blank;
Signature(s) Appear on Following Page(s)]

IN WITNESSTH WHEREOF, the Grantor, has caused the seal of the Department of Transportation, to be hereunto affixed and these presents to have executed this instrument on the day and year first above written.

APPROVED AS TO FORM:

Marjorie A. Lau
MARJORIE A. LAU
Deputy Attorney General

Dated: 11/25/15

STATE OF HAWAII, DEPARTMENT OF
TRANSPORTATION

By Ford N. Fuchigami
Director of Transportation

GRANTOR

Approved by the
Chairman, Hawaiian Homes
Commission on

APPROVED AS TO LEGALITY,
FORM, EXCEPTIONS, AND
RESERVATIONS:

Craig T. Ima
Deputy Attorney General

Dated: 12/22/15

STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS

By Jobie M.K. Masagatani
JOBIE M.K. MASAGATANI,
Chairman, Hawaiian Homes
Commission

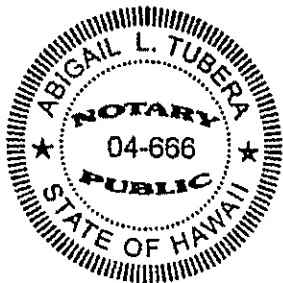
GRANTEE

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS.
)

On this 30th day of December, 2015, before me personally appeared JOBIE M.K. MASAGATANI, to me personally known, who, being by me duly sworn or affirmed, did say that she is the Chairman of the Hawaiian Homes Commission and is the person who executed the foregoing instrument and acknowledged to me that she executed the same freely and voluntarily for the use and purposes therein set forth, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Abigail L. Tubera

Notary Public, State of Hawaii

ABIGAIL L. TUBERA

Print Name of Notary Public

My commission expires: 11.21.16

Doc. Date: undated

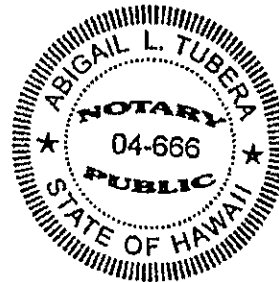
Notary Name: Abigail L. Tubera

Doc. Description: Grant of limited
Vehicle Access Rights

Pages: 8

First Circuit

Abigail L. Tubera 12.30.15
Notary Signature Date



NORTH SOUTH ROAD
Kapolei Parkway to Farrington Highway
Federal Aid Project No. STP-8930(3)

BOUNDARY "B" (REVISION 1)

Being a section of the South right-of-way boundary of North South Road, Kapolei Parkway to Farrington Highway, Federal Aid Project No. STP-8930(3), running along Lot 17255, as shown on Map 1320 of Land Court Application 1069 covered by Transfer Certificate of Title No. 830,719, filed in the Office of the Assistant Registrar of the Land Court

Situated at Honouliuli, Ewa, Oahu, Hawaii

Beginning at the South end of this right-of-way boundary, on the South side of North South Road, Kapolei Parkway to Farrington Highway, Federal Aid Project No. STP-8930(3) and at the Southeast corner of Lot 17254, Map 1320 of Land Court Application 1069, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUA NEW" being 14,842.69 feet South and 7,009.40 feet East, thence running by azimuths measured clockwise from true South:

1. 270° 34' 00" 66.19 feet along the South side of North South Road, Kapolei Parkway to Farrington Highway, Federal Aid Project No. STP-8930(3), along Lot 17255, Map 1320 of Land Court Application 1069;
2. 270° 34' 00" 250.00 feet along same;
3. Thence along the South side of North South Road, Kapolei Parkway to Farrington Highway, Federal Aid Project No. STP-8930(3), along Lot 17255, Map 1320 of Land Court Application 1069, on a curve to the left with a radius of 1402.00 feet, the chord azimuth and distance being:
307° 51' 13.5" 40.00 feet;

EXHIBIT A

NORTH SOUTH ROAD
Federal Aid Project No. STP-8930(3)
Boundary "B" (Revision 1)

4. Thence along the South side of North South Road, Kapolei Parkway to Farrington Highway, Federal Aid Project No. STP-8935(3), along Lot 17255, Map 1320 of Land Court Application 1069 to the Northeast end of this right-of-way boundary, on a curve to the left with a radius of 1402.00 feet, the chord azimuth and distance being: 304° 46' 13" 110.87 feet and having a total length of 467.09 feet.

Vehicle access will not be permitted into and from North South Road, Kapolei Parkway to Farrington Highway, Federal Aid Project No. STP-8930(3), over and across courses 1 and 4 of the above described Boundary "B" (Revision 1).

However, access will be permitted over and across Courses 2 and 3 of the above described Boundary "B" (Revision 1).

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
Highways Division

Honolulu, Hawaii
August 10, 2015

By 
For Cadastral Engineer

Tax Map Key: 9-1-16: 108 (portion)

EXHIBIT A

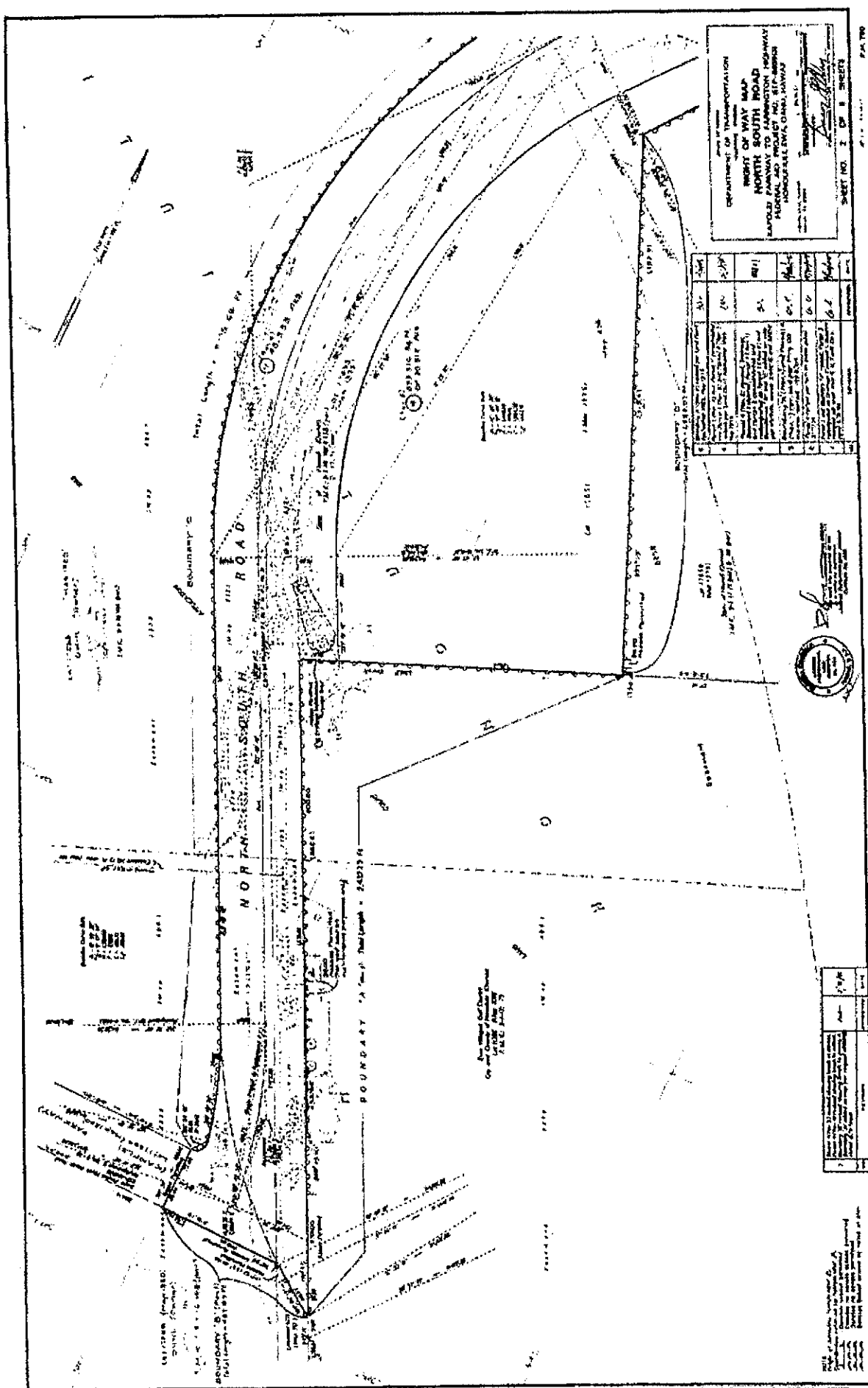


EXHIBIT B

Subscribed and sworn to before me, this

4 day of January, 20 16

Thomas F. Jackson

Thomas F. Jackson, Notary Public
State of Hawaii, First Judicial Circuit

My Commission Expires: 9/11/19

Doc. Description: Vehicle Access

72 rights

Doc. Date: 1/4/16 No. Pages: 7

Thomas F. Jackson 1st

Notary Printed Name

Not. Comm.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22-23, 2016

To: Chairman and Members, Hawaiian Homes Commission

From: Peter "Kahana" Albinio, Jr., Acting Administrator
Land Management Division *W. Albinio*

Subject: Ratification of Actions taken by Chairman, Hawaiian Homes
Commission, Statewide

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission ratify the consents and approvals granted by the Chairman, Hawaiian Homes Commission.

DISCUSSION

Since the last Commission meeting, the Chairman of the Hawaiian Homes Commission has granted his consent to the following:

CONSENT TO ASSIGNMENT(S)

NONE

CONSENT TO SUBLEASE(S)

GENERAL LEASE NO. 276

Kapolei Hawaii Property Company, LLC

Consent to Sublease was granted for the following tenant at the Ka Makana Alii:

1. ZUMIES, INC. - Bldg. E-122
2. LAVISH NAILS, LLC dba LAVISH NAILS - Bldg. B-111
3. LIN & CHEN COMPANY, INC. (Nagoya Ramen & Bakery) - Bldg. D134
4. VICTORIA'S SECRET STORES, LLC - Bldg. H100
5. BATH & BODY WORKS, LLC - Bldg. H126
6. CALIFORNIA PIZZA KITCHEN, INC. - Bldg. F100
7. LUIBUENO, LLC - Bldg. D138
8. LMBD LLC, - Bldg. B-108
9. Manufactured Homes LLC - Bldg. C-102
10. 24 Hour Fitness USA Inc. - Bldg. M-100

February 2016

11. Skechers U.S.A., Inc. - Bldg. C-128
12. RIP CURL, INC. - Bldg. Bldg. D-114
13. GJC HAWAII RETAIL KMA, LLC - Bldg. D-128
14. Reyn's Men's Wear, Inc. - Bldg J-138

In accordance with and pursuant to the fully executed general lease dated December 1, 2014, specifically Section 5.19 - Subletting, the department has twenty (20) days after receipt of a written request to approve or disapprove of any letter of intent, terms sheet for a sublease, or a executed tenant lease agreement.

The department also has a Confidentiality and Nondisclosure Agreement, agreeing to keep certain information confidential, including letters of intent, subleases, tenant leases, and any and all agreements regarding the letting of space in the shopping center complex.

LMD has reviewed the information provided, including a written statement from its broker that the rent set forth in the LOI is consistent with, or higher than the prevailing fair market rent in the Kapolei area for comparable shopping center tenants.

GENERAL LEASE NO. 202
Prince Kuhio Plaza, LLC

Consent to Sublease, Extensions, Assignments, and Amendments were granted for the following tenants at Prince Kuhio Mall:

EXTENSION AND ASSIGNMENT OF EXISTING SUBLEASE AGREEMENTS

1. Sublessee: **Farmers Insurance Hawaii, Inc.**, a Hawaii corporation, dba "Farmers Insurance"
Space No./Sq.ft. 0705/1,754 square feet
Amendment Purpose: Two (2) yr. Extended Term; Effective for the period covering 4/01/2015 -3/31/2017
Revised Annual Minimum Rent:
\$45,604.00 to 3/31/2016
\$46,972.12 to 3/31/2017
Percentage Rent: None
2. Sublessee: **AE Retail West, LLC**, a Delaware corporation, dba "American Eagle Outfitters"
Space No./Sq.ft. 0752/5,084 square feet
Amendment Purpose: Three (3) yr. Extended Term; Effective for the period covering 2/01/2015 - 1/31/2018
Revised Annual Minimum Rent:
In lieu of Minimum Annual Rental tenant will pay **five percent (5%)** of Net sales
Percentage Rent: 5% of all Net Sales

3. Sublessee: **Teton Group, LLC**, an Idaho limited liability company, dba "Dairy Queen"
Space No./Sq.ft. 0574/564 square feet
Amendment Purpose: One (1) yr. Extended Term; Effective for the period covering 3/01/2015 - 02/29/2016
Revised Annual Minimum Rent: \$47,279.16 to 02/29/2016
Percentage Rent: 10% of all Net Sales per year in excess of the following Sales Bases:
3/1/15 - 2/29/16 \$412,791.60/per year
4. Sublessee: **Impact Wireless, Inc.**, an Idaho corporation, dba "Impact Wireless" as "ASSIGNOR", and **Elite Wireless Group, Inc.**, a California corporation, dba "Elite Wireless" as "ASSIGNEE" ASSIGNMENT / EXTENSION
Space No./Sq.ft. 0108A/1,200 square feet
Amendment Purpose: Two (3) yr. Extended Term; Effective for the period covering 1/01/2017 - 1/31/2020
Revised Annual Minimum Rent: \$37,800.00 to 12/31/2017
\$39,690.60 to 01/31/2018
\$41,674.50 to 01/31/2020
Percentage Rent: None

NEW SUBLEASE AGREEMENTS

1. Sublessee: **Pizza Ala Slice, LLC**, a Hawaii Limited Liability company
Space No./Sq.ft. 0575/668 square feet
Term: 4 yrs; 1/1/2016 - 12/31/2019
Annual Minimum Rent: \$44,784.52 to 12/31/2016
\$46,128.06 to 12/31/2017
\$47,511.90 to 12/31/2018
\$48,937.26 to 12/31/2019
Percentage Rent: yes 9.0%
Permitted Use: retail sale of an Italian Restaurant selling pizza and related Italian food items and for no other use or purpose whatsoever
2. Sublessee: **Genesco Inc.**, a Tennessee corporation, dba "Journey's"
Space No./Sq.ft. 0445/2,166 square feet
Term: 11yrs; 6/01/2014 - 1/31/2025
Annual Minimum Rent: \$45,486.00 to 5/31/2015
\$56,850.58 to 5/31/2016
\$48,256.10 to 5/31/2017
\$49,703.78 to 5/31/2018

\$51,194.89 to 5/31/2019
\$52,730.74 to 5/31/2020
\$54,312.66 to 5/31/2021
\$55,942.04 to 5/31/2022
\$57,620.30 to 5/31/2023
\$59,348.91 to 5/31/2024
\$61,129.38 to 1/31/2025
Percentage Rent: Yes 8.0
Permitted Use: retail sale of men's, women's, and children's footwear and related accessories, the incidental sale of clothing, small leather goods, costume jewelry, watches, sunglasses, backpacks, roller blades, skateboards and related accessories, beeper covers, and any other items typically sold in the majority of Journey's stores, and for no other purpose whatsoever.

3. Sublessee: **Old Navy, LLC**, a Delaware limited liability company,
Space No./Sq.ft. 0645/15,693 square feet
Term: 5yrs; 6/12/2015 - 9/30/2020
Annual Minimum Rent: 5.0% of all Net Sales
Permitted Use: retail sale of wearing apparel for men and/or women and, at Tenant's option, Tenant may sell wearing apparel for infants, toddlers and children and for no other purpose whatsoever.

Article Two, Section 15, of the subject lease, titled Subletting, states in part "That the Lessee shall not rent or sublet the whole or any portion of the demised premises, without the prior review and written approval of the Lessor. Lessor will not withhold consent unreasonably. Upon the approval of any sublease by Lessor, the provisions of Article Two, Section 28, shall apply..."

Article Two, Section 28, also of the subject lease, titled Percentage Rent, states that "...Lessee shall pay as additional rent...(a) sum equivalent to the amount by which nine percent of the gross annual occupancy rent collected...exceeds the net annual rental for such lease year...Percentage rent, if any, for any lease year shall be due and payable no later than 90 days after the end of the lease year for which such rent is computed."

The current annual base rent is \$292,792.44. HO Retail is required to pay the difference between 9% of all gross receipts and the base rent within 90 days from the end of the lease year (9/30). For the lease year ended September 30, 2014, the additional percentage rent remitted

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by HO Retail was \$351,491.44, bringing the total lease rent for the period 10/1/2014 to 9/30/2015 to \$646,880.82.

CONSENT TO MORTGAGE

GENERAL LEASE NO. 264

D. Otani Produce, Inc.

Consent was granted to a mortgage secured by a leasehold mortgage and Revolving Credit arrangement executed by and between D. OTANI PRODUCE, INC., a Hawaii corporation ("LESSEE") under General Lease No. 264, CENTRAL PACIFIC BANK, a Hawaii corporation ("CPB"), and related estoppel certificate. The respective loan arrangements as submitted indicate CPB's commitment to a Mortgage Loan (1st mortgage loan) and a Line of Credit (2nd mortgage loan). Pertinent information on the loan arrangements are as follows:

1ST MORTGAGE - PROMISSORY NOTE

Loan Amount:	SEVEN MILLION SIX HUNDRED THOUSAND AND NO/100 Dollars (\$7,600,000.00)
Purpose:	Loan proceeds will be used for paying off outstanding mortgage loan principal balances secured by American Savings Bank and HEDCO.
Interest Rate:	Interest rate on the outstanding principal balance of the Note shall accrue, from the date of disbursement, until the Maturity Date, at a fixed rate of TWO AND NINE-TENTHS PERCENT (2.90%) per annum.
Term:	Seven (7) years (amortized)
Monthly Payment:	Fully-amortizing monthly principal and interest payment for the seven year term is as follows: Yr 1 - \$40,000; Yr 2 - \$42,500; Yr 3 - \$45,000; Yr 4 - \$47,500; Yr 5 - \$50,000; Yr 6 - \$52,500; and Yr 7 - \$55,000. The amount of such monthly installments is equal to that amount sufficient to amortize approximately fifty percent (50%) of the principal balance in seven (7) years using an annually stepped principal plus interest payment (the "Amortization Period"), it being understood that the term of this Note is seven (7) years.

2nd MORTGAGE - REVOLVING LINE OF CREDIT

Loan Amount: TWO MILLION AND NO/100 DOLLARS
(\$2,000,000.00)

Purpose: Proceeds will be used to finance a) Working Capital Loans, and b) Equipment Loans as referenced and further described in the Revolving Credit Agreement.

Interest Rate: Floating interest rate shall be determined upon each Note at the time of each borrowing.

Term: To be determined

Monthly Payment: Monthly payments of accrued interest with all outstanding principal, interest, and applicable fees due at maturity.

GENERAL LEASE NOS. S-3831, S-3840, & S-4647
Aloha Beach Partners, LLC

Consent was granted to a mortgage secured by a leasehold mortgage executed by and between ALOHA BEACH PARTNERS, LLC, a Delaware limited liability company ("LESSEE") under General Lease Nos. S-3831, S-3840, & S-4647 as "BORROWER" and WELLS FARGO BANK, N.A. as "LENDER", and related estoppel certificate. The respective loan arrangement as submitted indicates the following:

Loan Amount: The facility amount ("LOAN") shall be the lessor of:

- i) SIXTEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,500,000.00);
- ii) Maximum 50% of the total cost;
- iii) 50% of the "as-if stabilized" appraised value as determined by a third-party, FIRREA compliant appraisal, engaged by Lender and subject to Lender's internal review and approval ("Appraisal"); or
- iv) An amount that would produce a minimum DCSR of 1.20x based on the "as-if stabilized" Net Operating Income for the Property as determined in the Appraisal.

Purpose: Loan proceeds will be applied towards capital improvement plans to convert the existing

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facility into a Hilton Garden Inn establishment.

Interest Rate: 1-month LIBOR + 3.50%p.a.

Term: Two (2) years initial term plus two 1-year extensions (amortized)

Monthly Payment: Amortization - Interest only for the term.

CONSENT TO IMPROVEMENT PLANS

GENERAL LEASE NO. 108

Inter-Pacific Motors, Inc., dba Orchid Isles Auto Center

On behalf of Inter-Pacific Motors, Inc. ("LESSEE"), Joseph Hanley, Jr., submitted a request for the proposed roof removal and replacement renovation improvement of its existing parts building construction improvement for DHHL review and consent.

According to the contract as submitted by contracting consultants Hilo Roof Coating, Inc., the budget for the proposed improvement is \$56,700.00.

The "LESSEE" will be advised to obtain all applicable permits and be in strict and full compliance with county/state and federal guidelines and building codes as necessary.

GENERAL LEASE NO. 276

Kapolei Hawaii Property Company, LLC

Mr. Rich Hartline, Vice President of Development, Hawaii DeBartolo, is requested DHHL's approval of the Hotel Construction Contract executed on August 14, 2015 with Nordic PCL Construction, Inc. for the Hampton Inn & Suites hotel component at Ka Makana Alii. A budget where the basis of payment is a Stipulated Sum is estimated at \$28,721,023 Million for the turnkey delivery of the hotel project component with an anticipated pre-opening scheduled for August 20, 2015.

In accordance with and pursuant to the fully executed General Lease No. 276, specifically Section 8.2.2 (a), titled Construction Contract, that Lessee "shall deliver to LESSOR a copy of the executed Construction Contract for such work. The Construction Contract shall describe the methods of construction that are designed to facilitate compliance with applicable Governmental Requirements...."

The department also has a Confidential and Nondisclosure Agreement, agreeing to keep certain information confidential, including any and all

February 2016

agreements regarding construction contracts. The department received a copy of the executed contract.

GENERAL LEASE NO. 276

Kapolei Hawaii Property Company, LLC

Mr. Rich Hartline, Vice President of Development, Hawaii DeBartolo, is requested DHHL's approval of the Cinema Construction Contract executed on August 14, 2015 with Unlimited Construction Services, Inc. for the Cinema at Ka Makana Alii. A budget where the basis of payment is the cost of the work plus a fee with a Guaranteed Maximum Price is estimated at \$14,467,027 Million for the turnkey delivery of the cinema project with an anticipated promo-opening scheduled for September 1, 2016.

In accordance with and pursuant to the fully executed General Lease No. 276, specifically Section 8.2.2 (a), titled Construction Contract, that Lessee "shall deliver to LESSOR a copy of the executed Construction Contract for such work. The Construction Contract shall describe the methods of construction that are designed to facilitate compliance with applicable Governmental Requirements..."

The department also has a Confidential and Nondisclosure Agreement, agreeing to keep certain information confidential, including any and all agreements regarding construction contracts. The department received a copy of the executed contract.

GENERAL LEASE NO. 276

Kapolei Hawaii Property Company, LLC

On behalf of its client Kapolei Hawaii Property Company, LLC, planning and engineering consultant Parsons Brinckerhoff requested DHHL's approval of its respective Off-site Roadway plans for the Roosevelt Avenue Intersection and Kualak'i Driveway.

LDD has reviewed the plans and has indicated minor labeling detail to Sheet E-16 in the Roosevelt Avenue Plan and identifies in the Kualak'i Driveway plan that notes for most utilities are addressed except Sandwich Isles Communications. In addition to addressing these minor plan details and notes, LDD recommends all applicable permits be obtained and strict compliance with county/state building codes be adhered to carefully.

LICENSE NO. 372

Sandwich Isles Communication, Inc.

On behalf of its client Sandwich Isles Communication, Inc., Mid-State Consultants requested approval of plans to construct a new DLC equipment site, in Maku'u, island of the island of Hawaii.

The entire project is separated into two phases and approval covered the first phase only. The first phase encompasses an area of

February 2016

approximately 12' x 20' and involves installation of a Servicing Area Interface Cabinet, UH2X4 Underground Handhole Unit, UH3X5 Underground Handhole Unit and the DLC UH35 Handhole, equipment templates, conduits, electrical conductors, meter base electrical apparatus, grounding and retaining wall & fill.

LDD reviewed the submitted plans and all questions were satisfied. SIC was advised to obtain all applicable permits and be in strict and full compliance with county/state and federal guidelines and building codes as necessary.

LICENSE AGREEMENT NO. 730

Kai Loa, Inc.

Kai Loa, Inc. submitted requested approval of plans to relocate its 40' storage container from an offsite location to its laboratory public charter school, Ke Kula 'O Samuel M. Kamakau, located in Haiku, Oahu. The relocation would provide additional storage space necessary for securing maintenance equipment.

Land Management Division (LMD) informed Kai Loa of Department of Planning and Permitting (DPP) requirements for storage sheds and because the 40' container exceeds an aggregate floor area of 120 square feet, Kai Loa would be subject to DPP requirements.

Kai Loa re-evaluated their plan and decided to scale back on the size of the container. Kai Loa revised and resubmitted their request downsizing the storage container from 40' to 20'.

Kai Loa, Inc. will be advised to obtain all applicable permits and be in strict and full compliance with county/state and federal guidelines and building codes as necessary.

AUTHORIZATION

Under authority granted under Section 10-2-16(c)(4) of the DHHL Administrative Rules, the Chairman can grant consent to assignments, subleases, mortgages and approve construction plans. The Chairman is obligated, under Section 10-2-17; to report to the commission for ratification of any actions taken as permitted under Section 10-2-16. LMD informed the Hawaiian Homes Commission, at the monthly meeting of October 31, 1994, that it will commence to submit directly to the Chairman all requests for approval of plans, all requests for consents to subleases and consents to mortgages unrelated to and not in conjunction with a request for consents to assignment of leases.

RECOMMENDATION

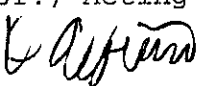
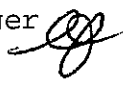
Land Management Division requests approval of the motion as stated.

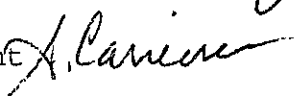
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 22-23, 2016

To: Chairman and Members, Hawaiian Homes Commission

Through: Peter "Kahana" Albinio, Jr., Acting Administrator
Land Management Division 
M. Kaleo Manuel, Acting Program Manager
Planning Office 

From: Shelly Carreira, Land Agent 
Land Management Division
Julie-Ann Cachola, Planner
Planning Office

Subject: Approval to Issue Right of Entry, State of Hawaii,
Department of Land and Natural Resources, Kahikinui, Maui,
TMK: (2) 1-9-001:003 (por.), 007 (por.) & 011 (por.)

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) grant its approval to issue a Right of Entry (ROE) permit to the State of Hawaii, Department of Land and Natural Resources (DLNR), hereinafter referred to as PERMITTEE, for the purpose of constructing approximately 3.6 miles (more or less) of 7 feet high ungulate-proof fence and to conduct feral ungulate control activities for the protection and restoration of watershed forest at Kahikinui, Maui, identified by TMK (2) 1-9-001:003 (por.), 007 (por.) & 011 (por.) and further described in the site plan rendering attached hereto as Exhibit "A".

Approval of the ROE is subject, but not limited to the following conditions:

1. The term of the ROE shall be month to month for up to twelve (12) months, commencing upon execution of the ROE document;
2. This ROE may be cancelled by PERMITTOR, at PERMITTOR'S sole discretion and for any reason whatsoever, at any time during the twelve (12) month period, upon 30 days advance notice in writing to PERMITTEE;

3. The fee for the term of this ROE shall be gratis. Additionally, the standard ROE non-refundable processing (\$100.00) and documentation (\$75.00) fee shall be waived;
4. All of the Terms and Conditions of Contract for Goods and Services between Board of Land and Natural Resources and Rock'N.H Fencing, LLC (that includes the Scope of Services attached as B15001679), attached as Exhibit "B" to remain in effect;
5. PERMITTEE shall conduct activities to control feral ungulates, which may include aerial shooting or use of helicopters to spot feral ungulates and communicate that information to ground shooters;
6. If aerial shooting is used, PERMITTEE will:
 - a. Provide DLNR Division of Forestry and Wildlife (DOFAW) qualified staff person to conduct the shooting;
 - b. Inform PERMITTOR as to the date of the planned shoot at least three weeks in advance;
 - c. Conduct all aerial shooting in accordance with the highest standards of safety to minimize all risk of harm to persons and property; and
 - d. Follow current DOFAW policies relating to aerial shooting, firearms and helicopter use.
7. PERMITTEE acknowledges that PERMITTOR has not made and will not make, any representation or warranty, implied or otherwise, with respect to the condition of the lands or their suitability for control activities of feral ungulates, including aerial shooting activity. PERMITTEE accepts that entry upon the lands is with full assumption of all risks and consequences thereof;
8. PERMITTEE acknowledges and agrees that feral ungulate control activities will not commence until after the development and implementation of the ungulate removal plan designed by PERMITTOR and PERMITTOR'S stakeholders (DHHL beneficiaries, represented by Ka Ohana o Kahikinui; the Kahikinui Game and Land Management Organization; and the Board of the Living Indigenous Forest Ecosystems);
9. PERMITTEE and its contractor(s) shall keep and maintain the Premises and any and all equipment and personal properties of PERMITTEE upon the Premises in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse resulting from its activities on the Premises;
10. PERMITTEE'S contractor(s) shall, at its own expense, effect, maintain and keep in force throughout the life of this ROE, a comprehensive public liability insurance policy, with limits of not less than \$1,000,000.00 for each occurrence, including

property damage and personal injury. Such insurance policy shall name the State of Hawaii, Department of Hawaiian Home Lands as additional insured;

11. PERMITTEE and its contractor(s) shall release, defend, indemnify and hold harmless PERMITTOR, its officers, employees, and agents from and against all liability, loss, damage, cost, and expenses, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of PERMITTEES and/or PERMITTEE'S officers, employees, agents, or contractors occurring during or in connection with the exercises of this ROE;
12. All associated material and construction cost under this ROE shall be borne solely by the PERMITTEE and shall not, in any case, be reimbursable by PERMITTOR;
13. PERMITTEE and its contractor(s) shall comply with all federal, state and county regulations or requirements regarding environmental issues and the safe handling and disposal of toxic or hazardous materials. Upon expiration of this ROE, PERMITTEE shall be responsible for environmental clean-up of any contamination or hazardous materials brought on the site or caused by PERMITTEE'S activities on the site;
14. PERMITTEE and its contractor(s) shall exercise due care and diligence to prevent injury to persons and damages to or destruction of property belonging to the Department of Hawaiian Home Lands;
15. Entry under the ROE is limited to PERMITTEE'S employees, agents, contractors and subcontractors solely for the purpose stated herein;
16. PERMITTEE shall be responsible for the security of the Premises and all of PERMITTEE'S personal property thereon;
17. All archaeological/cultural sites noted on the Premises shall be respected, protected and preserved;
18. The ROE document shall be subject to other standard terms and conditions of similar documents issued by DHHL and will be subject to the review and approval by the Office of the Attorney General, State of Hawaii; and
19. Upon approval of the Hawaiian Homes Commission, the Chairman shall be authorized to issue the Right of Entry permit and to set forth any additional terms and conditions deemed prudent and necessary.

BACKGROUND

The forests of Kahikinui evolved long before the arrival of the first Polynesians. Located on the southeastern slopes of Haleakalā, Kahikinui was resource-rich, with some of the tallest and most extensive koa forests in the Hawaiian Islands. The Kahikinui forest provided water, food, and materials for shelter and clothing. In addition, the forest provided habitat that supported an array of unique plants and native birds. As caretakers, native Hawaiians became skilled forest managers, employing methods that were honed through generations of reverence, observation and stewardship.

Kahikinui was part of the original Hawaiian Home Lands Trust, which was set aside in 1921, for the rehabilitation of native Hawaiians, by the Hawaiian Homes Commission Act. The Kahikinui tract is 25,000 acres, the second-largest tract of land in the Trust. It is the only moku in the Trust, comprised of eight (8) ahupua'a, and is significant for island of Maui since it includes 75% of the Trust lands on Maui. Unfortunately, the integrated resources of the Kahikinui forest have been degraded and deforested through over a century of cattle ranching and a thriving feral ungulate population. Today the forest occupies only 5% of its former extent. Most of these remaining fragments are located on Hawaiian Home Lands. Despite the degradation of forest resources, Kahikinui remains an ideal candidate for forest restoration due to the absence of shade-adapted forest weeds and the continued resilience of koa trees, one of the more robust and quick-growing of native tree species, capable of spontaneous recruitment from seeds long stored in soil seed banks.

In 1999, after 7-years of working closely with concerned beneficiaries, the Department issued 75-Kuleana Homestead Leases which included a Declaration of Covenants, Conditions and Restrictions agreement (DCC&Rs) which was approved by Ka 'Ohana o Kahikinui (KOOK), the organization representing the lessees at Kahikinui. The DCC&Rs articulate a vision for Kahikinui as the resettlement and restoration of the moku of Kahikinui. Specific to the forest, the DCC&Rs state that "the Kahikinui forest will be respected, protected and cared for as our Wao Akua, as our watershed, as our sanctuary for the restoration of native flora, fauna, and habitat, and as a source of wonder and Aloha Aina in perpetuity."

Toward this end, numerous management plans and guiding documents have been developed, including: the Kahikinui Forest Reserve Community Management Conceptual Plan (1995), the Ka 'Ohana o Kahikinui Community Based Economic Development and Makai Management Plan (2000), the Leeward Haleakala Watershed Restoration Partnership's (LHWRP) Memorandum of Understanding, signed by DHHL, DLNR, and other regional landowners(2003) as shown in Exhibit "C", the Kahikinui Koa Forest Protection and Restoration Plan (2004), the Department of Hawaiian Home Lands Maui Island Plan (2004), the LHWRP Management Plan (2006), the Kahikinui Community Wildfire Protection Plan (2008), the LHWRP-KOOK Draft Environmental Assessment for Protection and Restoration of

Koa Forests at DHHL-Kahikinui (2011), and the DHHL Kahikinui Regional Plan (2011) as shown in attached Exhibit "D". All of these plans and documents have identified the need to exclude and remove ungulates from within the forested portions of Kahikinui, which first requires the construction of an ungulate-proof fence.

The Leeward Haleakala Watershed Restoration Partnership (LHWRP) is a coalition formed in June 2003, by 11 private and public landowners and supporting agencies. The partnership's goal is to restore dryland forests on Haleakala from Makawao through 'Ulupalakua to Kaupō between 3,500 and 6,500 feet elevation. The Department was a founding member of the partnership and is currently a member of the Executive Committee, which has operational oversight of certain aspects of staffing, administration, operations, funding, and reporting. The Kahikinui forest is at the heart of the partnership's restoration efforts. While the partnership has many projects at different locations, the main focus of the partnership is the construction of a 7-foot ungulate-proof fence that will enclose approximately 4,500 acres, which will be 100% free of all feral ungulates. The fence line and enclosed acreage has the best remaining koa forest on leeward slopes of Haleakala and it lies entirely on DHHL lands.

In order to construct the ungulate-proof fence, the partnership has been diligent about securing funding for the project. Phase I of the Kahikinui Fencing Project began in 2012 through a \$500,000 grant funded by DLNR, DOFAW. Phase II costs totaled \$415,000, which was funded through DLNR's Watershed Partnerships Program. The current phase, Phase III, will complete the fencing project. The proposed ROE will allow the completion of the fence and the removal of feral ungulates within the next 12 months. The cost of Phase III is \$565,000 and funded through DLNR's CIP Watershed Initiatives funds, as described in attached Exhibit "E". In addition, DLNR, DOFAW appropriated an additional \$80,000 for Phase III materials. For the fencing project alone, the LHWRP secured DLNR funding which invested a total of \$1,560,000. In addition, since its inception in 2003 the Partnership has secured funding for invasive species control and rare plant protection and endangered seabird and bat research. The Department acknowledges and thanks the LHWRP staff, DLNR, and the partners for their assistance and dedication toward the restoration of Kahikinui's forest resources.

In addition to the LHWRP, the Department works with other stakeholders in the mauka forest which includes our beneficiaries, represented by Ka Ohana o Kahikinui; the Kahikinui Game and Land Management Organization (KGLMO) which assists with managing the feral ungulate population; and the Board of the Living Indigenous Forest Ecosystems (LIFE), which was granted the original license agreement to restore the forest. These stakeholders continue to work together with Department staff and the LHWRP in order to coordinate and manage the work that is required.

WORK TO BE COMPLETED

The proposed Right-of-Entry to DLNR and its contractors allows the LHWRP to continue its role as onsite manager of ROCK'N H FENCING LLC, the contractor that will construct the Phase III fence. Specifically, the contractor will complete a .14-mile fence just past the 9,000-foot elevation level, in order to connect to the existing fence constructed by the Advanced Technology Solar Telescope (ATST) project. In addition, the contractor will complete 3.43 miles of fencing along the makai boundary, between 4,000 and 5,000-foot elevation as depicted in Exhibit "A". The work is anticipated to take 12-months to complete.

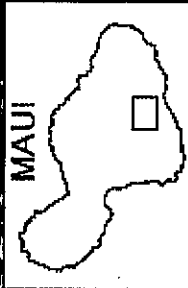
During the 12-months that the fence is being constructed, LHWRP and DHHL staff will work with the mauka stakeholders in order to develop and implement an ungulate removal plan. Staff anticipates that it will take approximately 4-months to develop the ungulate removal plan and approximately 8-months to implement the ungulate removal plan. The goal is to remove as much of the feral ungulates as possible before the contractor completes the fence. Once the fence is completed, DLNR, DOFAW staff will employ feral ungulate control activities, in order to achieve the desired 100% ungulate removal. In addition to ungulate removal, mauka stakeholders will be involved in updating the forest management plan and developing a strategy to manage the growth of grass and other vegetation that present a high risk for wild fires. As the group proceeds in its work, it is anticipated that additional dispositions would be sought for the stakeholders as plans are developed and their roles and relationships are clarified.

The completion of the ungulate-proof fence and the removal of the feral ungulate population in an area encompassing 4,500 acres, protecting the heart of Kahikinui's forest is a major benchmark of achievement. It marks the completion of a significant infrastructural resource and it marks the beginning of our next phase of work: re-forestation--the natural and intentional restocking of the existing forest that has been depleted due to deforestation.

Chapter 343, Environmental Assessment: Pursuant to Section 343, HRS, and Section 11-200, HAR, the proposed use is exempt from preparation of an environmental assessment based on the Department of Hawaiian Home Lands Comprehensive Exemption List dated June 30, 2015, Class #6-1, "installation of fencing for agricultural and cultural and natural resources management purposes."

RECOMMENDATION

For these reasons, staff respectfully recommends that the Commission approve the Right of Entry Agreement with DLNR and its contractors.



fences in progress (3.57 miles total)
constructed fences





STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
January 12, 2016, between Department of Land and Natural Resources
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Chairperson
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1151 Punchbowl Street, Honolulu, HI 96813
and ROCK'N H FENCING LLC
 ("CONTRACTOR"), a Limited Liability Company, LLC
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of Hawaii, whose business address and federal
 and state taxpayer identification numbers are as follows: 18 Kaluhea PL, Haiku, HI 96708
FEIN: 27-4700711 Hawaii Tax # W60638693-01

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
- B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
- E. Pursuant to HRS Section 171-6, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
- (1) To be determined by Maui DOFAW Program Managers on an as-needed basis
(Identify state sources)
- or (2) To be determined by Maui DOFAW Program Managers on an as-needed basis
(Identify federal sources)
- or both, in the following amounts: State \$ To be determined by Maui DOFAW Program Managers
 Federal \$ To be determined by Maui DOFAW Program Managers

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number B15001679 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

EXHIBIT "B"
ITEM NO. F-3

Awards made on an individual item basis for the types of services specified _____ DOLLARS (\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☒ is required to provide or ☐ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☒ a performance and payment bond in the amount of See SPECIAL CONDITIONS _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.


6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Twenty-Five _____ DOLLARS (\$ 25.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE



(Signature)

Suzanne D. Case

(Print Name)

Chairperson, DLNR

(Print Title)

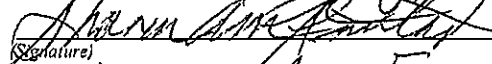
1/12/16

(Date)

CONTRACTOR

Rock 'N H Fencing LLC

(Name of Contractor)



(Signature)

Sharon Ann Freitas

(Print Name)

Officer

(Print Title)

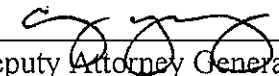
9/3/15

(Date)

CORPORATE SEAL

(If available)

APPROVED AS TO FORM:


Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

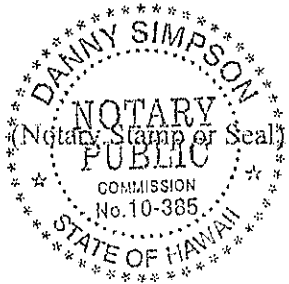


STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Hawaii)
) SS.
)
COUNTY OF Maui)

On this 3rd day of September, 2015 before me appeared
Sharon Ann Freitas and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
Officer and _____ of
ROCK'N H FENCING LLC, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.



Danny Simpson
(Signature)
Danny Simpson
(Print Name)
Notary Public, State of Hawaii
My commission expires: 11-14-2018

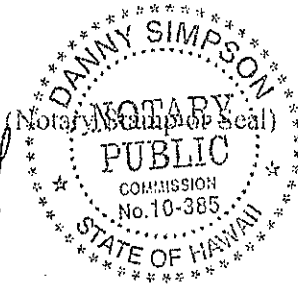
Doc. Date: 9/13/2015 # Pages: 7

Notary Name: Danny Simpson 2nd Circuit

Doc. Description: _____

Contractor's Acknowledgement -
Contract for Land or Services based upon Competitive Sealed
Bids
Danny Simpson 9/13/2015
Notary Signature Date

NOTARY CERTIFICATION





STATE OF HAWAII
**CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of ROCK'N H FENCING LLC, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By

Sharon Ann Freitas
(Signature)

Print Name Sharon Ann Freitas

Print Title Officer

Name of Contractor ROCK'N H FENCING LLC

Date 9/3/15



STATE OF HAWAII
TIME OF PERFORMANCE

Contract period will be 24 months beginning with the date of the Notice to Proceed. Work to begin with approved State of Hawaii Purchase Order (PO) after execution of contract.



STATE OF HAWAII

**CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE****1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

Suzanne D. Case
(Signature)

1/12/16
(Date)

Suzanne D. Case
(Print Name)

Director, Dept. of Land & Natural Resources
(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
SPECIAL CONDITIONS

Performance and Payment Bonds Required: A performance and a payment bond will be required as per conditions of the solicitation.

One (1) performance and one (1) payment bond will be submitted by the Contractor for the full project price as determined by available funds and line item prices in this contract. Bonds to be submitted with draft State of Hawaii Purchase Order (PO) to the DOFAW Fiscal Office for processing. Approved PO will serve as notice that work may begin.

12/22/2011 09:26 8082422965

12/22/2011 09:26 8082422965

ROBERT BECK

PAGE 02/02

www.BusinessRegistrations.com

FORM LLC-1
7/2010

FILED 12/07/2011 09:26 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii



STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 598-2727



ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY
(Section 428-203, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, for the purpose of forming a limited liability company under the laws of the State of Hawaii, do hereby make and execute these Articles of Organization:

The name of the company shall be:

Rock'N H Fencing, LLC

(The name must contain the words Limited Liability Company or the abbreviation LLC or L.L.C.)

II

The mailing address of the initial principal office is:

18 Kaluhua Place, Haiku, HI. 96708

III

The company shall have and continuously maintain in the State of Hawaii a registered agent who shall have a business address in this State. The agent may be an individual who resides in this State, a domestic entity or a foreign entity authorized to transact business in this State.

a. The name (and state or country of incorporation, formation or organization, if applicable) of the company's registered agent in the State of Hawaii is:

Sharon Freitas

(Name of Registered Agent)

(State or Country)

b. The street address of the place of business of the person in State of Hawaii to which service of process and other notice and documents being served on or sent to this entity represented by it may be delivered to is:

18 Kaluhua Place, Haiku, HI. 96708

IV

The name and address of each organizer is:

Sharon Freitas

Marc J. WisFrisch

18 Kaluhua Pl., Haiku, HI. 96708

18 Kaluhua Pl., Haiku, HI. 96708

V

The period of duration is (check one):

☒ At-will☐ For a specified term to expire on: _____
(Month) Day Year

VI

The company is (check one):

- a. ☐ Manager-managed, and the names and addresses of the initial managers are listed in paragraph "c", and the number of initial members are: _____
- b. ☒ Member-managed, and the names and addresses of the initial members are listed in paragraph "c".
- c. List the names and addresses of the initial managers if the company is Manager-managed, or List the names and addresses of the initial members if the company is Member-managed.

SHARON FREITAS

18 KALUHEA PL., HAIKU, HI. 96708

MARC J. WIEFERICH

18 KALUHIA PL., HAIKU, HI. 96708

VII

The members of the company (check one):

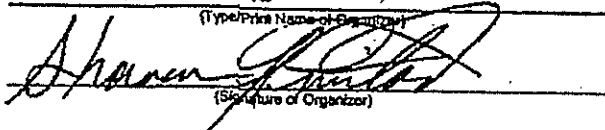
- ☒ Shall not be liable for the debts, obligations and liabilities of the company.
- ☐ Shall be liable for all debts, obligations and liabilities of the company.
- ☐ Shall be liable for specified debts, obligations and liabilities of the company as *stated below*, and have consented in writing to the adoption of this provision or to be bound by this provision.

We certify, under the penalties set forth in the Hawaii Uniform Limited Liability Company Act, that we have read the above statements, I am authorized to sign this Articles of Organization, and that the above statements are true and correct to the best of our knowledge and belief.

Signed this 05TH day of DECEMBER, 2011

SHARON FREITAS

(Type/Print Name of Organizer)



(Signature of Organizer)

(Type/Print Name of Organizer)

(Signature of Organizer)

SEE INSTRUCTIONS PAGE. The articles must be signed and certified by at least one organizer of the company.



ROCKHFE-01

LWONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Factors 745 Fort Street Suite 1000 Honolulu, HI 96813	CONTACT NAME:	
	PHONE (A/C, No, Ext): (808) 546-7469 FAX (A/C, No): (808) 521-5484	
INSURED Rock'N H Fencing LLC 18 Kaluhea Pl Haleku, HI 96708	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Interstate Ins Co	32620
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CGH0005451-05	08/15/2015	08/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Fencing

The certificate holder is an additional insured but only to the extent set forth in the General Liability policy provision.

CERTIFICATE HOLDER

CANCELLATION

State of Hawaii Dept of Land & Natural Resources
1151 Punchbowl St, rm #432
Honolulu, HI 96813

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Quincy H



ROCKHFE-01

LWONC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Factors 745 Fort Street Suite 1000 Honolulu, HI 96813	CONTACT NAME:	
	PHONE (A/C, No, Ext): (808) 546-7469	FAX (A/C, No): (808) 521-5484
INSURED Rock'N H Fencing Sharon A Freitas dba 18 Kaluhea Pl Haiku, HI 96708	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Interstate Ins Co	NAIC # 32620
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CGH0005451-05	08/15/2015	08/15/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCH0005388-01	08/15/2015	08/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

#CT-31031

CERTIFICATE HOLDER**CANCELLATION**

State of Hawaii, DCCA
Contractors License Board
P O Box 3469
Honolulu, HI 96801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
 - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.



Abstract Report

HlePRO - State of Hawaii eProcurement

Department of Land and Natural Resources

<http://hiepro.hawaii.gov>

Ungulate Fencing in Maui County

Method of Procurement: Competitive Sealed Bidding
(IFB)

Solicitation Number: B15001679

Release Date: 06/17/2015

Submittal Due Date: 07/06/2015 02:00 PM

Line Items

Ln Item #	Item Title	UoM	Quantity	Line Item Description
1	Pig Fence	FOOT	1	See attached...
2	Deer Fence	FOOT	1	see attached
3	Corral Panel Fence (short)	FOOT	1	see attached
4	Corral Panel Fence (tall)	FOOT	1	see attached

Line Item Responses:

Line Item: 1; Title: Pig Fence;
UoM: FOOT; Quantity: 1;

Vendor Name	Unit Price	Extended Price	Vendor Comments
Pono Pacific Land Management, LLC	\$40.00	\$40.00	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
F.A.R.E. Feral Animal Removal Experts	\$25.32	\$25.32	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Rock'N H Fencing LLC	\$24.80	\$24.80	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Harlan T. Langi	\$65.00	\$65.00	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
JBH, Ltd.	\$27.37	\$27.37	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Line Item: 2; Title: Deer Fence;
 UoM: FOOT; Quantity: 1;

Vendor Name	Unit Price	Extended Price	Vendor Comments
Pono Pacific Land Management, LLC	\$45.50	\$45.50	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
F.A.R.E. Feral Animal Removal Experts	\$28.85	\$28.85	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
JBH, Ltd.	\$41.85	\$41.85	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Rock'N H Fencing LLC	\$27.50	\$27.50	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Harlan T. Langi	\$85.00	\$85.00	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Line Item: 3; Title: Corral Panel Fence (short);
 UoM: FOOT; Quantity: 1;

Vendor Name	Unit Price	Extended Price	Vendor Comments
Pono Pacific Land Management, LLC	\$26.75	\$26.75	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
F.A.R.E. Feral Animal Removal Experts	\$25.32	\$25.32	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
JBH, Ltd.	\$25.63	\$25.63	

Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Rock'N H Fencing LLC	\$23.00	\$23.00	

Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Harlan T. Langi	\$48.00	\$48.00	

Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Line Item: 4; Title: Corral Panel Fence (tall);
 UoM: FOOT; Quantity: 1;

Vendor Name	Unit Price	Extended Price	Vendor Comments
Pono Pacific Land Management, LLC	\$27.15	\$27.15	

Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
F.A.R.E. Feral Animal Removal Experts	\$27.34	\$27.34	

Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
JBH, Ltd.	\$38.20	\$38.20	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Rock'N H Fencing LLC	\$25.50	\$25.50	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Vendor Name	Unit Price	Extended Price	Vendor Comments
Harlan T. Langi	\$72.00	\$72.00	
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
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Sum of All Line Items by Vendor:

Vendor Name	Ln Item #(s)	Unit Price Sum	Extended Price Sum	Vendor Compliance in HCE
Rock'N H Fencing LLC	1, 2, 3, 4	\$100.80	\$100.80	yes (07/27/2015 07:25 AM)
F.A.R.E. Feral Animal Removal Experts	1, 2, 3, 4	\$106.83	\$106.83	yes (07/27/2015 07:25 AM)
JBH, Ltd.	1, 2, 3, 4	\$133.05	\$133.05	yes (07/27/2015 07:25 AM)
Pono Pacific Land Management, LLC	1, 2, 3, 4	\$139.40	\$139.40	yes (07/27/2015 07:25 AM)
Harlan T. Langi	1, 2, 3, 4	\$270.00	\$270.00	yes (07/27/2015 07:25 AM)



Solicitation Summary

HlePRO - State of Hawaii eProcurement

Department of Land and Natural Resources

<http://hlepro.hawaii.gov>

Ungulate Fencing in Maui County

General Information

Solicitation Number: B15001679	Procurement Method: Competitive Sealed Bidding (IFB)
Release Date: 06/17/2015	Offer Due Date: 07/06/2015 02:00 PM
Status: Closed	Solicitation Type: Construction
Solicitation Description: The Department of Land and Natural Resources Division of Forestry and Wildlife Maui is seeking bids for fencing specifications to complete projects in Maui County on the islands of Maui and Molokai.	

See attached document for full specifications, terms and conditions.

Department: Department of Land and Natural Resources	Division: Division of Forestry and Wildlife
Pre-Offer Conference? Yes	Pre-Offer Conference Date: 06/29/2015 01:00
Show to Hawaii vendors only? No	Allow for submission of questions? No
Question Due Date: --	Answer Publish Date: --
Contract Start Date: 08/17/2015	Contract End/Delivery Date: 08/17/2017
Vendors are allowed to submit by line item? No	Procurement Officer: Suzanne D. Case
General Comments:	

Pre-Offer Conference

Date:	06/29/2015 01:00 PM
Address:	DLNR Maui Baseyard Conference Room
Address 2:	685 Haleakala HWY
City:	Kahului
State:	HI
Zip Code:	96732
Comments:	Pre-Bid Conference attendance is suggested but not required for bid. Conference focus will be to discuss fence specs and contract terms and conditions as appropriate.

Pre-Offer Conference Registration	# of Attendees
Rock'N H Fencing LLC	2
Total Number of Attendees: 2	

Buyer Information

Contact Person	Email	Phone
Landon, Peter	peter.landon@hawaii.gov	808-268-8699

Specifications Contact Information

☒ Same as Buyer

Billing Information

Name: Landon, Peter	Email: peter.landon@hawaii.gov
Address: 1955 Main Street	Address 2: 301
City: Wailuku	State: HI Zip Code: 96793

Line Item Details

Title	Description	Commodity Code	Description	UoM	Quantity	Est. Price Per Unit	Est. Total Price
Pig Fence	See attached...	33058	Fencing, Wire	FOOT	1	\$23.00	\$23.00
Deer Fence	see attached	33058	Fencing, Wire	FOOT	1	\$25.00	\$25.00
Corral Panel Fence (short)	see attached	33058	Fencing, Wire	FOOT	1	\$23.00	\$23.00
Corral Panel Fence (tall)	see attached	33058	Fencing, Wire	FOOT	1	\$23.00	\$23.00

Instructions

QUESTIONS ABOUT THIS SOLICITATION: Unless otherwise indicated, questions regarding this solicitation must be directed to the Buyer listed.

RESPONSE TO THIS SOLICITATION: Only responses submitted through HlePRO shall be considered for award.

COMPLIANCE, DOCUMENTATION AND HAWAII COMPLIANCE EXPRESS: Vendors are required to be compliant with all appropriate state and federal statutes. Proof of compliance (compliance documentation) is required.

VENDOR REGISTRATION IN HAWAII COMPLIANCE EXPRESS (HCE)

Proof of compliance/documentation is obtained through Hawaii Compliance Express (HCE). Vendors may register in Hawaii Compliance Express (HCE), a program separate from HlePRO. The annual subscription fee to utilize the HCE service is currently \$12.00. Allow 2 weeks to obtain complete compliance status after initial registration. It is highly recommended that vendors subscribe to HCE prior to responding to a solicitation. The vendor is responsible for maintaining compliance. If the vendor does not maintain timely compliance in HCE, an offer otherwise deemed responsive and responsible may not be awarded.

NOTE: State agencies may check HCE for compliance at any time. Non-compliance may result in a vendor not receiving an award, delay of payment, or cancellation of award. Register online for HCE at <https://vendors.ehawaii.gov/hce/>. For more information about HCE click the FAQ link in the upper left.

TRANSACTION FEES: The Awarded Vendor shall pay a Transaction Fee of 0.75% (.0075) of the award or estimated award, not to exceed \$5,000 for each award. This transaction fee shall be based on the initial award amount or estimated amount, and Contractor shall be responsible for payment of the fee to Hawaii Information Consortium, LLC (HIC), the vendor administering the HlePRO. Payment must be made to Hawaii Information Consortium, LLC (HIC) within thirty (30) days of receipt of invoice.

HAWAII GENERAL EXCISE TAX (GET): Unless otherwise stated in this solicitation, vendors shall include all applicable taxes in the price submitted. The Hawaii General Excise Tax (GET) shall not exceed 4.712% for the island of Oahu and 4.166% for the islands of Maui, Kauai, and Hawaii.

OFFER DEEMED FIRM/AUTHORITY TO SUBMIT OFFER: Submission of an electronic response to the State of Hawaii constitutes and shall be deemed an offer to sell the specified goods and/or services to the State of Hawaii at the price shown in the response and under the State's Terms and Conditions.

The electronic response submitter certifies that he/she is authorized to sign the response for the submitting vendor and that the response is made without connection with any person, firm, or corporation making a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

Solicitation Addenda

Addendum Number	Date Issued	Reason
B15001679-01	06/17/2015	Adding requirement to provide proof of bonding capacity prior to award at the time of bid close. See attached document for specific terms and conditions.

Invitation for Bid

Ungulate fencing for the Division of Forestry and Wildlife in Maui County

B15001679

TABLE OF CONTENTS

1. Overview
2. Scope of work
3. Specifications
4. Terms and Conditions

OVERVIEW

The Division of Forestry and Wildlife (DOFAW) is seeking bids for per foot cost of different ungulate fence specifications. The successful bidder will enter into a contract with the State of Hawaii from which multiple fence projects will be executed with a State of Hawaii Purchase Order (PO).

For each fence project DOFAW will map the fence route and provide GPS locations of the major corners and stream crossings. DOFAW will also supply the majority of the materials to complete the fence. The bidder is responsible for transporting all materials to the site(s), labor to construct the fence(s), and any necessary clearing of vegetation along the fence corridor(s).

The bidder will also provide a performance bond and a payment bond for each project to ensure completion of all projects to the specifications herein and payment of any materials, or labor debts.

SCOPE OF WORK

The intent of this contract is to provide a means for the State to use multiple sources of funds to build multiple fence lines in different conservation units to exclude ungulates from these areas on the Islands of Maui and Molokai. This will also facilitate the removal of existing animals from within the fenced units so that forest restoration activities can take place. The fences will cross a variety of terrain types, and different fence specifications will be required for each area. The project areas are owned by the State of Hawaii and/or managed by DOFAW.

Access: Majority of the project sites are located in remote backcountry forests and will require helicopter access. Contractor will be required to obtain Special Use Permits from DOFAW for all helicopter landing operations. A helicopter flight plan must be approved by DOFAW Branch Manager or delegated authority prior to any flights with planned landings or material drops on State owned property. DOFAW will provide locations of Landing Zones (LZ), camps, and trail networks to be used by the contractor within each area. The Contractor shall not establish any LZ, camp, material stockpile, or trail other than the fence line corridor and service trail without the approval of the DOFAW Branch Manager.

Terrain: The terrain varies but is generally steep, crosses multiple drainages, and is covered by dense vegetation.

Weather: Weather conditions at the site(s) can be extreme and may change rapidly making work schedules weather contingent. The Contractor must have the flexibility to take advantage of favorable weather windows.

Materials: DOFAW will procure the majority of the necessary materials for each project. Materials will be stockpiled by DOFAW and distributed to the Contractor as needed.

Materials to be supplied by DOFAW

DOFAW will provide the following materials and will maintain ownership of any unused materials. The contractor will be responsible for supplying any materials above and beyond those listed below which are necessary to construct the fence as specified.

1. Hog wire mesh fencing, 13-49-6-12.5, 15-61-6-12.5, 17-75-6-12.5, 20-96-6-12.5
"Bezinal" brand galvanized coating, "Tight-grip" knot, 100m/roll
2. Hog wire mesh fencing, 8-32-6-12.5, galvanized coating, hinge joint, 100m/roll
3. T-Post, T-133, galvanized coating, 8 ft. or 10 ft.
4. T-Post, T-133, galvanized coating, 24" "dead-man anchor"
5. Fence Clips, galvanized coating

6. Hog ring fasteners, 9 gauge, galvanized coating
7. Smooth Wire, galvanized coating, 9 gauge, low tensile, 50lb roll
8. Schedule 40 galvanized steel pipe, 2" ID [2 3/8" OD]; 10' lengths
9. Galvanized bolt-on hardware for constructing pipe corner braces
10. Trailer mat (8' x 4')
11. Stream curtain (canvas type material)

******Material Substitutions may be made at the discretion of the State should items above become unavailable, or due to change in contract prices or supplier. Substitutions, additions, and subtractions may also be made at the discretion of the State due to site conditions or to, as close as possible, match previous fencing projects adjacent to the site******

Equipment: The contractor is responsible for all tools, and equipment needed to build the fences as well as the cost to transport them to and from the site. DOFAW will provide a forklift for loading of fence materials at the DLNR Baseyard. DOFAW will not provide any communications equipment or personal protective equipment.

Labor, Supplies, and Transportation Costs: The Contractor will be responsible for providing the necessary equipment, supplies, tools, and labor required to construct fence per the specifications contained herein. The Contractor will be also be responsible for transporting all equipment, materials, personnel, and supplies to and from each project site.

The majority of the materials needed for the construction of the fence are stockpiled at the Kahului DOFAW Baseyard, located at 685 Haleakala Highway in Kahului, and will be available during normal working hours [M-F 7:00-3:30], subject to advance coordination with DOFAW staff. The Contractor is solely responsible for transport of the materials (via truck and helicopter) from the Baseyard to the project site. At the Contractor's discretion, "bulk" material stockpiles may be established along the fence alignment for later distribution. These stockpile locations must be approved by DOFAW in advance.

Materials for projects on Molokai will be located at the Molokai DOFAW Baseyard, Olo olo Avenue Kaunakakai, HI 96748

Site preparation: Preliminary fence alignments will be marked with flagging in the field. GPS locations for major corners, drainage crossings, possible helicopter landing areas, etc. will also be provided to the Contractor. Fence alignments will generally be chosen such that it will be possible to hike from one end to the other; however the terrain may be extremely rugged

and require that the fence “tie-off” on the edges of cliffs, or waterfalls. The location of these terminal points will be determined by DOFAW.

DOFAW will conduct a survey for rare/endangered plants and historic features prior to start of construction. Any areas of special concern will be conspicuously flagged, and must not be disturbed or damaged. If human remains, historic or prehistoric artifacts are found during construction, work should cease in the vicinity of the find and DOFAW staff should be notified immediately.

The Contractor will be responsible for any vegetation clearing required for fence construction. Project sites are mostly in rain forests with dense fern and shrub understory; extensive brushing will be required. Any clearing will be done by hand or with small power tools only. The Contractor may clear a corridor no more than eight feet (8') in width. Debris must be scattered away from the fence so as not to impede foot traffic along the fence line or interfere with installation of apron wire. No standing trees greater than four (4) inches DBH shall be cut. When the fence is completed, vegetation clearing shall be sufficient to establish a service trail along the uphill side of the fence for the entire distance, allowing maintenance workers to hike along the fence without having to cross over.

The specific location of corner posts along the fence line will be left to the Contractor's discretion however major deviations [more than 50'] from the original flagged alignment must be approved by DOFAW staff prior to any work taking place.

Camping: The locations of the project areas are remote. Construction Camps will be permitted in accordance with DLNR rules regarding Forest and Natural Area Reserves. Areas near the fence line that are suitable for location of safe helicopter landing zones, camping areas, and material stockpiles are scarce, as the terrain is very steep. DOFAW staff will provide the Contractor with GPS locations of known sites that may be acceptable for these purposes. Use of any location for camps or material stockpiles requires prior authorization from DOFAW.

Hunting: In accordance with DLNR rules regulating the area.

Storage: It is up to the contractor to provide any offsite storage for materials and equipment.

Fire prevention: Wildfire risk in the project area is high due to low humidity at high elevations. The Contractor will be required to have at least two 4.5 kg (10 lb.) fire extinguishers for suppression and control of type A and B fires on the job site at all times. These extinguishers must be readily accessible at any time that a potential ignition source such as a power tool, generator, or spark emitter (such as a pipe saw or grinder) is in use. All gasoline powered equipment must have a functioning spark arrestor. Absolutely NO WELDING is permitted on the project site(s).

Native and Alien Plants and Animals: The purpose of this project is to protect habitat with a high conservation value. Plants or animals may not be removed from the area. The Contractor will also implement precautions to prevent the introduction of alien plants, insects, and amphibians (e.g., coqui frogs [*Eleutherodactylus coqui*]; see below). Equipment and materials will be inspected for seeds, eggs, larvae, etc., prior to delivery to the site and cleaned as necessary. The Contractor will take precautions to prevent spreading alien plants already at the fencing sites. The on-island point of contact will ensure that the contractor complies with this requirement.

Preventing the Introduction of Alien Species: Control of non-native plants and animals is a high priority in Hawaii. A large amount of personnel time and resources are expended annually to control alien species. Inspect field gear and equipment before going into the field. Dirt or mud can hide alien weeds and insects. It is necessary to inspect and clean: footwear; clothes, gear and material. Appropriate methods to clean gear include: water and hose, brush, clean rag, knife edge, or insecticide. Cleaning should be done in a designated area with a nearby receptacle for disposal. Natural Area Reserve and Forest Reserve Administrative Rules prohibit the introduction of alien organisms; violators can be held liable for the cost of control or eradication.

Pack out trash and unused foodstuffs: Do not bury trash in the field. Avoid taking in any fruits that have seeds with the potential to naturalize (e.g. cherry tomatoes, chili peppers, berries, and guava). Organic trash (e.g. orange and banana skins) should be treated as other garbage and packed out. Garbage that is discarded in the field has the potential to spread insects, fungi, and other plant pathogens and may provide food for alien vertebrates.

Project Completion: The Contractor will remove all scrap (e.g., wire mesh, smooth wire, damaged posts, and discarded spades), tools, and trash. Surplus materials such as fence posts or pipe will be arranged neatly near the fence line (or in stockpiles) and an inventory with their location(s) provided to DOFAW.

SPECIFICATIONS

General: The purpose of these types of fence is to exclude deer, feral goats, and pigs from protected watershed areas. The terrain of the project areas ensures that these specs will be difficult to build, and it is important that the contractor communicate regularly with DOFAW staff to resolve difficulties and or clarify/interpret specifications. The following specifications are necessary to ensure that the fence excludes ungulates and that long-term fence maintenance needs are minimal. The fence will be carefully inspected prior to final payment to ensure that the following specifications are met.

Four (4) different construction specifications are included in this contract. This is because of varying terrain/soil conditions, and because different animal species are of concern in certain areas. Combinations of these specs may be used at one site; therefore the bidder is required to provide a price for each line item to qualify for the award.

Briefly, the specifications are:

[1] Pig Fence

Constructed of 49" tall hog wire mesh clipped to 8' T-posts. Corners will be braced with T-post[s] and tensioned smooth wire. An "apron" of 32" wire mesh will be laid horizontally at the base of the upright wire, and attached with hog rings for the entire length of the fence. The apron will be pinned to the ground with 24" deadman anchors to prevent animals from tunneling under the fence.

[2] Deer Fence

Constructed of 96" tall wire mesh clipped to 10' T-posts. All corner posts will be made of 2" Schedule 40 galvanized pipe (2.5" may be requested in some projects); Braces at major corners will be constructed of 2" Schedule 40 galvanized pipe (1.5" may be requested in some projects) & bolt-on hardware. Minor corners (less than 15 degree change in angle) may be braced with guide wires attached to T-post anchors. An "apron" of 32" wire mesh will be laid horizontally at the base of the upright wire, and attached with hog rings for the entire length of the fence. The apron will be pinned to the ground with 24" deadman anchors to prevent animals from tunneling under the fence.

[3] Corral Panel Fence (short)

Will be installed in locations where steep terrain precludes the use of wire mesh fencing in Specifications number [1] or [2]. Welded wire panels measuring 5' x 16' will be attached to T-posts. T-post height will be either 8' Specification [3] or 10' Specification [4].

Specification [3] will be one corral panel tall (5'), but Specification [4] must also be deer-proof, so an additional half-width of panel must be installed at the top to give the fence an effective height of 7.5'. Pipe corner braces will not be necessary on most projects as the wire panels are not under tension. Projects using Specification [2] Deer Fence, may be requested to use pipe bracing for uniformity of the project and aesthetics. An "apron" of 32" wire mesh will be laid horizontally at the base of the upright panel, and attached with hog rings for the entire length of the fence. The apron will be pinned to the ground with 24" deadman anchors to prevent animals from tunneling under the fence.

[4] Corral Panel Fence (tall)

See Specification [3]. Corral Panel Fence (tall) will use same general specifications for Specification [3], but require 1.5 corral panels for an effective height of 7.5'.

Posts (pipe and t-posts)-General: Pipe and t-posts will be driven into the soil or holes drilled into rock securely enough to withstand the uplift force created when the fence wire is tensioned, and also resist horizontal force without being uprooted. All posts will be installed within 5 degrees of plumb (except for very steep terrain as described below). All posts will be placed within three (3") inches of a center-line drawn between the corner posts to either side. Trees or other natural features may not be used in place of fence posts or otherwise incorporated into the fence (with staples, tie wire, etc.) T-Posts will be installed no farther apart than the specified maximum spacing, but may be spaced closer in order to properly support the fence wire as it crosses high and low points in the terrain. All vertical pipe posts will be capped. Pipe "line bosses" may be used where needed at the discretion of the contractor and may be requested by the State where conditions require it.

Corner Bracing: A brace will be attached to the corner post at any point the fence makes a change in direction to prevent the corner post from leaning out of plumb. Unless unavoidably prevented by terrain, braces will be installed such that they do not block the service trail along one side of the fence.

T-Post Braces [Pig Fence specification]: Braces will be constructed by driving a T-post at an angle such that it can be attached to the corner post and secured with 9 gauge galvanized wire so that the force exerted by the hog wire mesh is countered. Corner braces may be constructed as either "push" or "pull" braces depending on the terrain and orientation of the corner. As noted above, corner braces must not create a tripping hazard on the access trail side of the fence. The preferred location of all brace posts will be on the downhill or "apron" side of the fence, or oriented parallel to the fence wire (in-line bracing). Depending on the terrain, soil

conditions, and geometry of the corner, more than one T-post may be needed to adequately brace the corner.

A T-post brace will also be installed at any terminal point of the fence line; for example at the point where the fence ties into a natural barrier such as a waterfall.

T-Posts: T-posts will be installed at no more than twelve foot (12') distance from each other, and additionally so that a post is placed at ALL significant high and low points along the fence line. T-posts will be oriented so that the "knuckle-side" faces out from the area to be enclosed, except where corner geometry requires the post to face the opposite direction. T-posts will be driven to a minimum depth of twenty (20") inches; completely burying the spade anchors, in a manner that will prevent damage to the posts and the galvanized coating. Where posts are to be installed in rock, the spade anchors may be removed so that posts fit into drilled holes. Posts in drilled holes need not be driven the full twenty (20") inches, but must be secure enough to resist the force of the tensioned wire mesh.

T-posts at low points will be driven deep enough to prevent them from being pulled up when tension is applied to the mesh wire. If this requires driving the post so deep that the top strand of the fence wire will be above the top of the post, a SECOND post must be installed next to the first with enough height exposed to clip the top of the fence. If a post does pull out, hanging rocks or other weights from the wire is NOT an acceptable means of re-anchoring posts.

T-posts shall be installed plumb; the exception being on steep slopes, where they may be angled to compensate. Posts which are bent, split, mushroomed, cracked, twisted or have cracked, chipped, or scratched coatings will not be used.

Pipe Braces [Deer Fence Spec] A pipe post will be placed at any point the fence makes a change in direction, and the appropriate bracing installed to support the corner post. Minor changes in angle (less than 15 degrees) may be supported by a guy wire and angled T-post as described above. Unless prevented by terrain, all braces at corners of >15 degree change in angle will be "H-braces" consisting of one or more vertical anchor posts located near the corner post and connected to it by brace rails and tensioned wire. To provide a solid brace, the anchor and corner posts shall be placed no closer to each other than eight (8') feet.

In addition to corner bracing, pipe posts must also be installed as in-line brace structures sufficient to maintain the maximum allowed spacing between pipes [150 feet] and maintain adequate tension of the fence wire.

Brace rails will be attached to the anchor and corner posts by the supplied bolt-on hardware. The brace rails will be oriented such that they adequately reinforce corner posts and prevent shifting when tension is applied to the wire mesh. A pipe brace rail will be installed between each vertical post, oriented parallel to the ground surface. In addition, diagonal wires will be

incorporated into the brace and tension applied in an approved manner. The tensioning wire will be 9 gauge; two complete wraps of wire diagonally around the brace frame are required.

In cases where the fence makes a change in direction of less than 30 degrees a 2-point or "single H" brace will be installed. This will consist of two vertical posts (one of which is the corner post) installed so that the brace rails bisect the concave angle of the turn. The 2-point brace may also be installed "in-line" to provide an anchoring point for properly tensioning the fence wire on long straight-line runs.

For changes in direction between 30 and 60 degrees a 3-point or "double H" brace will be installed to support the corner post. This will consist of two vertical anchors with connecting brace rails, parallel to the wire mesh, along the fence line on either side of the corner post. Alternatively, the 3-point brace can be constructed "in-line" so that it bisects the concave angle of the turn, similar to the 2-point brace. The "in-line" 3-point brace will also be installed at all locations where the hog wire mesh fence terminates (cliff edges, etc.)

At points where the fence changes direction by 60 degrees or more, a 5-point brace will be required so that a "double H" brace supports the corner post in each direction.

Where terrain prevents the use of an H-brace a "post and deadman" type brace consisting of one or more anchors and tensioned 9 gauge wires may be used; provided that the anchor is seated firmly enough to resist the tension of the fence without being uprooted. This anchor type may not be used for changes of direction greater than 30 degrees.

In-line Braces [Deer Fence Spec]: Two-point, in-line braces are used to provide anchoring points for properly tensioning the fence wire wherever the fence makes long, straight runs, ideally near the middle of the run. In-line braces shall also be installed at abrupt changes in slope along the fence line to allow the wire mesh to be cut and oriented to better conform to the topography.

Frames for Pedestrian Gates [Deer Fence Spec]: At various locations along the fence line, (Exact locations to be marked in the field by DOFAW) frames for walk-through gates will be required. The contractor shall assemble and install the gate frame, but is not required to build the actual swinging gate panel. Each frame shall be constructed of welded 2" Schedule 40 galvanized pipe. Opening shall be 36" wide by 60" tall and between 24" and 30" from the ground. The frames will be installed securely enough (concrete maybe necessary) that they can serve as an in-line brace, or be incorporated as part of a larger corner brace structure. The contractor shall pull the fence wire tight past each frame, then cut and tie-off the wires (maintaining correct wire tension) such that the walk-through opening is usable.

Wire Mesh: Wire mesh is to be installed as part of the Pig Fence (49" tall), and Deer Fence (96" tall) specifications. The mesh will be fastened to T-posts with wire clips at the top and bottom strand, and at interior wire strands at approximately a 10" spacing (5 clips per post for

49" wire, ~9 clips for 96"). For pipes used in the Deer Fence spec, mesh will be attached using 9 gauge galvanized wire (minimum 7 ties per pipe). Wire mesh will be fastened to the outside of t-posts and pipes, on the side where animals will be pushing from. Woven wire will be unrolled and installed in a way that minimizes damage to the galvanized coating. As practical, crews will avoid stepping on wire and climbing on erected mesh. Sufficient tension is to be applied to the wire so that a sideways pull of 20 lbs applied midway between two posts will not displace the wire more than six (6") inches.

The bottom strand of mesh wire will be fastened to each post so that it is no more than one (1") inch above the ground at posts and no more than four (4") inches at any point between posts. The ground surface is the mineral soil surface and not the overlying grass, vegetation, or duff. Vegetation and loose matter must be cleared to ensure that the above specification is met.

******For the Deer Fence Specification [2]; 75" wire mesh may be requested as substitute. Two (2) pieces of smaller wire (49"-61") may also be requested to achieve the desired effective height but lessen the corridor needed to be opened in the forest to un-roll wire.******

Apron: All four (4) fence specifications require a 32" wide hog wire apron to be attached at the base of the fence and staked down to prevent animals from tunneling beneath it. The apron will be attached so that the "small box" side of the wire overlaps the vertical fence by two (2) "boxes". The apron will be attached with hog ring fasteners along the length of the fence, alternating between the top and bottom strand of overlapping fence, with no more than 24" distance between hog rings. Loose material such as rocks or branches will be removed from the apron corridor before the wire is laid out, so that the apron lays flat on the ground surface. Deadmen or other anchors as described below will be used to stake the apron firmly to the ground, such that the outer edge of the apron cannot be lifted. Maximum distance between anchors is 20'; closer spacing may be necessary. Where available, rocks or logs should be used to help hold the apron down, but not as substitutes for the required anchors.

Adaptions to Terrain: The rugged nature of the project area will likely cause difficulty in properly orienting the fence wire mesh. Where radical changes in slope occur, wire will be cut and tied off so that each section lies at an angle matching the terrain. This may require the use of in-line bracing as described above. "Bellying" of the wire at high points is unacceptable. A fence post must be installed at any locations where this occurs, and the wire raised to remove the "belly".

Corral panel specs will require that the panel be cut to shape in order to fit the contour of the land such that there is no more than four (4") inch gap between the ground and bottom of panel.

Anchors: If a full length post is not used to draw the fence wire down into low spots between fence posts, anchors must be used to ensure that the gap between the bottom strand

of wire mesh and the ground is never more than the four (4") inch maximum allowed. Anchors may be 24" T-posts ("deadmen"), concrete forming pins, hot-dipped galvanized eyebolts, or galvanized tie-wire anchors, depending on the substrate and contractor preference. DOFAW will provide deadman anchors; purchase of any of the other types of anchor is the contractor's responsibility.

T-post anchors or "deadmen" will be driven at a 30 to 45 degree angle relative to the direction of tension such that the tops are no more than two (2") inches off the centerline and no more than three (3") inches protrudes from the ground surface. The anchor will be tied to at least two (2) of the bottom strands of woven wire with 9 gauge wire and driven such that the wire is pulled tight and within four (4") inches of the ground surface. T-post anchors are preferred for areas with deep soil.

Concrete forming pin anchors will be driven at a 30 to 45 degree angle relative to the direction of tension such that tops are no more than four (4") inches off the centerline and no more than three (3") inches protrudes from the surface. Pins will be attached to at least two (2) of the bottom strands of woven wire with 9 gauge wire. Pins will be driven so as to pull the wire tight and within four (4") inches of the ground. To prevent corrosion, steel pins must not contact the galvanized woven wire. Form pins are preferred for areas with cracked or blocky rock on the surface.

Eye-bolt anchors will be galvanized and of no less than 5/16 inch diameter x 4 inches in length. Holes will be drilled at 30 to 45 degree angle relative to the direction of tension, and deep enough that the entire shaft of the bolt is buried when emplaced. Epoxy may be used to secure the bolt in the hole. Woven wire will be pulled down to within four (4") inches of ground level and tied off with 9 gauge wire that is attached to at least two (2) of the bottom strands of woven wire. Eye bolts are preferred for areas with solid bedrock exposed at the surface.

Tie-wire anchors will be galvanized and installed per manufacturer specification. Simpson Strong Tie part TWD25112 is an acceptable example. Fence wire will be pulled down to within four (4") inches of ground level and tied off at the anchor with 9 gauge wire that is attached to at least two (2) of the bottom strands of the woven wire. Tie wire anchors are preferred for areas with solid bedrock exposed at the surface.

Clips: Both sides of each fence clip are to be wrapped at least one complete turn around the fence wire strand. The tool/method used to wrap the fence clips shall not damage the galvanized coating of the clip or fence wire. The number of clips to be used at each post is specified under "WIRE MESH" above.

Splices: Where cut ends of fence wire need to be tied off or joined, a knot appropriate for high-tensile wire shall be used. Swage-on fittings, such as Nicopress Swage-it or equivalent, may be incorporated in the splice. All loose wire ends will be spliced or tied off neatly.

Stream Crossings: Anywhere the fence alignment must cross a stream, the preferred location will be at a natural barrier such as a waterfall sufficient to block animals without needing to construct anything in the actual stream channel. In these places, the fence will end and be equipped with a terminal brace on either side of the stream.

However, if the stream crossing is narrow enough, and oriented such that the fence wire can be stretched across the drainage channel with sufficient space for flood waters to pass beneath, no bracing will be necessary.

At locations where the fence must cross drainage channels or small streams and a natural barrier is not available, a stream curtain/mat constructed of rubber matting or fabric material must be installed in such a way that water and debris can flow beneath the fence, but animals cannot lift the curtain/mat and pass. In this case, if the stream crossing is approximately eight (8') foot wide or narrower, a rubber trailer mat (8' x 4') will be attached to the bottom of the fence. Trailer mats will have one grommet per foot (horizontally) and attached to bottom of fence with 9 gauge wire. Mats will also have one grommet per two (2') feet (vertical sides) and attached to apron with 9 gauge wire. Stream crossings that are eight (8') foot or wider, will require stream curtains to be installed and attached to bottom of fence and side aprons in the same manner as the trailer mats.

Detailed Specifications for "Corral Panel" Fence [3], [4]: Steep terrain typically found near gulch crossings or cliff edges will prevent the use of tensioned wire mesh. Instead, the fence will be constructed from pieces of rigid welded wire "Corral Panel", wired to T-posts.

Maximum distance between T-posts will be eight (8') feet, in contrast to the other two fence specifications that allow twelve (12') foot spacing. Each section of corral panel is to be attached to at least three (3) different T-posts.

Full size corral panel sections will be oriented (and cut if needed) to conform as closely as possible to the underlying ground surface as possible. The maximum gap allowed between the bottom of the panel and the ground at any location is four (4") inches.

Corral panel sections will overlap each other by a minimum of one "box" for the entire extent of each "seam".

Panels will be attached to T-posts with 9 gauge wire, used in the same manner as T-post clips (minimum 5 wires per post), and to each other with 9 gauge hog ring fasteners spaced no more than 18" apart at each "seam".

Locations where Corral Panel specification is required may be extremely steep and require specialized equipment (rappelling) for the fence to be installed.

Fence built to Specification [3] will be one corral panel in height (5'), but Specification [4] must also be deer-proof, so an additional half-width of panel must be installed at the top to give the

fence an effective height of 7.5'. The cut side of panel will be installed so that any sharp wire ends are pointing down, in order to avoid injury to persons climbing the fence.

TERMS AND CONDITIONS

Authority of the State: The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

Offer Form: Bidder is requested to submit its offer using the exact legal name of the business as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form shall indicate bidder's intent to be bound. **Please upload a copy when submitting bid on HlePRO, Retain the original to submit if selected for award.**

Contract Administrator (CA): For the purposes of this contract the designated CA is Peter Landon, telephone (808) 268-8699, facsimile (808) 873-3051 or emailed: peter.landon@hawaii.gov. Each project will have a Project Manager identified by the CA. The role of the Project Manager will be to show the contractor the line; approve LZs, campsites, and stockpiles; check out materials, and inspect the final product. All material substitutions will be approved through the CA. Original bond documents, invoices, and certified payrolls must be turned in directly to the CA. The CA will maintain all contract files.

Method of Award: At the close of this solicitation the bids will be reviewed by the Contract Administrator. Award will be made to the lowest responsive responsible bid. The bidder must provide a bid for all line items in the solicitation to qualify for award. The State may not award all line items in this solicitation.

Contract: The successful bidder will enter into a contract with the State for the line item prices identified by this solicitation. The term of the contract will be for 24 months from the date on the Notice to Proceed. One extension may be permitted up to an additional 24 months.

Notice to Proceed: Upon execution of the contract the Contract Administrator will issue a written Notice to Proceed. However no work shall commence. This will be notification that the contract has been successfully executed.

Fence Projects: After Notice to Proceed has been issued DOFAW will work with the contractor to execute each fence line with a State of Hawaii Purchase Order (PO). DOFAW has

determined and prioritized several fence lines in Maui County. For each fence line the contractor will be required to submit both (two (2) bonds) a performance and payment bond for 100% of the PO price. The State will draft the PO for the desired quantities of each line item and forward to the Contractor. The Contractor will return the draft with the required performance and payment bonding and DOFAW will submit for processing. After the PO has been approved work may begin.

Payment: Payment will be made with a State of Hawaii Purchase Order (PO). Partial payments may be invoiced every 30 days, at the completion of a line item, or at the completion of a project. Completed fence will be measured on site by DOFAW staff and inspected for compliance with specifications before payment.

Extensions: Contract may be extended one time for up to an additional 24 months.

General Conditions: The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.

Chapter 104, HRS, Wages and Hours of Employees on Public Works: Bidder is advised that Chapter 104, HRS shall apply to this solicitation. The Bidder may access this Chapter on the State's website: www.ehawaii.gov/government/html/index.html.

****Awarded contractor will provide weekly certified payroll to the Contract administrator.****

Contractor's License Required: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto. Due to the nature of work contemplated, bidders must possess a valid State Contractor's license, classification C-32 and/or A.

Subcontractors: Bidder shall provide the name and contact information for any subcontractor to be used on the project. Failure to provide this information shall be grounds for bid rejection.

Insurance: Bidder shall provide proof of insurance including: the insurance agent (company name), contact person and phone number, the insurance underwriter, and the policy number. Failure to provide such information shall be grounds for bid rejection.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a

subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor(s) to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Basic Motor Vehicle Insurance and Liability Policies	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract,

including those of its subcontractor(s), where appropriate. Upon request by the State, the Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

Irregular Bids: No irregular bids or propositions for doing the work will be considered by the Board.

Withdrawal of Bid: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.

Successful Bidder to file Performance and Payment Bonds: The successful bidder will be required to file performance and payment bonds each for the total amount of each project price.

Change Orders: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Contract Administrator and in accordance with sub-section 4.2 of the General Conditions.

The Contractor shall clearly identify and inform the Contract Administrator in writing of any deviations from the contract documents at the time of submission and shall obtain the Contract Administrator's written approval to the specified deviation prior to proceeding with any work.

Wages and Hours: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered

by the Contractor in determining his Bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Contract Administrator. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Contract Administrator. This project is located in a remote region that may require work on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day, and/or at night. Work during these times will be permitted subject to approval by the Contract Administrator. -

Property Damage: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

Bidder's Responsibility to Provide Proper Superintendence: The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

Hiring of Hawaii Residents: The Contractor shall comply with Act 68, SLH 2010, in the performance of; and for the duration of this contract. The Contractor shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

The requirements shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.

Public Convenience and Safety: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Worker Safety: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Other Health Measures: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.

Hawaii Business or Compliant Non-Hawaii Business Requirement: Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

Compliance with §3-122-112 HAR: As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the selected bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. **TAX CLEARANCE REQUIREMENTS (HRS Chapter 237):** Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.

B. Department of Labor (DLIR) "Certificate of Compliance". (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers' Compensation, Chapter 392 - Temporary Disability Insurance, and 393 - Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) "Certificate of Good Standing". Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Preferably, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance" indicating the bidder's status is compliant with the requirements of §103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

Campaign Contributions: Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Protest: A protest shall be submitted in writing within five (5) working days after the aggrieved person knows, or should have known, of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.



LEEWARD HALEAKALĀ WATERSHED RESTORATION PARTNERSHIP



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, made and entered into on the 2nd day of June, 2003, by and between Department of Hawaiian Home Lands, Department of Land and Natural Resources Division of Forestry and Wildlife, Haleakalā National Park, Haleakalā Ranch, James Campbell Estate, Kaonoulu Ranch, Kaupō Ranch, Living Indigenous Forest Ecosystems, Nu'u Mauka Ranch, 'Ulupalakua Ranch, U.S. Geological Survey, and John Zwaanstra, hereinafter referred to as the Partners, agree to form the LEEWARD HALEAKALĀ WATERSHED RESTORATION PARTNERSHIP (LHWRP), hereinafter referred to as the Partnership, and agree to participate in cooperative management activities of native watershed forests of leeward Haleakalā, Maui, on the basis of the following facts and circumstances:

1. WHEREAS, the native watershed forests of leeward Haleakalā, though fragmented and reduced to a fraction of their former extent, represent a renewable and extremely valuable biological, cultural, and economic resource;
2. WHEREAS, leeward Haleakalā's native forest ecosystems are biologically unique in Hawai'i and the world, supporting native flora and fauna and performing critical roles in increasing ground water quality and quantity, enriching soils, and moderating soil erosion;
3. WHEREAS, active, cooperative management is needed to maintain and restore the remaining native watershed forests;
4. WHEREAS, active management and conservation of these mesic and dry forests will help to preserve long-standing Hawaiian traditions and cultural practices, and thus will benefit both Hawai'i's indigenous people and all those who live in Hawai'i;
5. WHEREAS, active management of watershed forests will protect the regional water resources and allow for agricultural and managed silvacultural opportunities that will benefit Hawai'i's people and the programs of each of the Partners; and
6. WHEREAS, the lands managed by some of the Partners share common boundaries; and many of the threats to the forested watershed, such as feral ungulates, fire, and invasive non-native plants, occur across these common boundaries, and significant economic advantages will accrue to the Partners if the management of these threats is shared; and effective management is best achieved through the coordinated actions of all major landowners of native watershed forests of

leeward Haleakalā.

NOW, THEREFORE, the Partners hereby agree in principle as follows:

1. Where appropriate, to restore and manage native forests above 3500 feet elevation on leeward Haleakalā with regional genetic resources.
2. To develop jointly, where appropriate, watershed management plans for areas within the Partnership, that will document resource values and identify priority watershed management objectives and strategies within the areas included in the Partnership.
3. To consider jointly, at such places and at such intervals as may be mutually agreed upon by the Partners, programs and management projects for the Partnership.
4. To support fundraising efforts to implement the management plans.
5. That additional Partners may join the Partnership, at a later date, by amendment of this agreement, if the current Partners deem such addition appropriate.
6. The use of the term "Partnership" in this document is not intended to evidence formation of a legal partnership but rather to express a spirit of cooperation in attaining mutual goals among those identified as Partners. Hence there shall be no sharing of profits or losses, assets or liabilities. Those identified as Partners shall not have the liability of partners, nor the power to bind others identified as Partners. Rather each Partner agrees that it shall be responsible for any contract it makes or any injury it causes or any injury or damage suffered by it or by its own personnel or equipment.
7. That this Agreement does not modify any agency's existing authorities by reducing, expanding, or transferring any of the statutory or regulatory authorities and responsibilities of any of the signatory agencies.
8. That any Partner may terminate its involvement in this Memorandum of Understanding by providing 60 days prior written notice to the other Partners.

IN WITNESS WHEREOF, the Partners hereto have executed this Memorandum of Understanding as of the first date above written.

Department of Hawaiian Home Lands

By: MICK

Date: 4/20/04

Haleakalā National Park

By: Donna L. Loring

Date: 6/2/03

Kaonoulu Ranch

By: D. C. Lina

Date: 6-2-03

Living Indigenous Forest Ecosystems

By: Shallin K. Kanama Jr.

Date: 6/2/03

'UluPalakua Ranch

By: Beky E. Erickson

Date: 6-2-03

John Zwaanstra

By: _____

Date: _____

Department of Land and Natural Resources

Division of Forestry and Wildlife

By: Michael B. Lusk

Date: 6/2/03

Haleakalā Ranch

By: Michael B. Lusk

Date: 6/2/03

James Campbell Estate

By: _____

Date: _____

Kaupō Ranch

By: Wendy L. Barber

Date: 6/2/03

Nu'u Mauka Ranch

By: Bunadillo D. Duhon

Date: 06/02/03

U.S. Geological Survey, Pacific Islands
Ecosystems Research Center

By: David A. Hwang

Date: 6/2/03

Priority Project: Resource Management

Description

Kahikinui is a pilot project in the relationship of people to the land; a pilot project to bring kanaka maoli back to the 'āina to practice and live lives centered on traditional values. It is an attempt to live a lifestyle on the basis of values such as aloha 'āina and mālama 'āina; to live sustainably in harmony with the nature. It is homesteading with a Hawaiian heart. As such, the relationship to nature is key to the meaning and purpose of Kahikinui. Resource management and alien species control are at the heart of this program.

As mentioned previously, Haleakalā and specifically the south flank of Haleakalā is an extinction epicenter of the world. Kahikinui is home to the largest intact mature mesic koa forest on Maui and therefore critical to the preservation of the native ecosystem that is home to many of the endemic species that call Maui home. The Maui parrotbill is one of these poster endangered species that live in these forests. The protection and preservation of the Kahikinui forest is critical to the survival of the parrotbill and other native and endangered plants and animals.

Resource Management Fencing is needed to protect the forest. It must be designed to prevent alien species (cattle, goats, deer and sheep) from decimating the native ecosystem. There is an existing project that is partially funded to enclose the heart of the Kahikinui forest. A major component of the plan is the project represented by the agreement between the Leeward Haleakalā partnership and LIFE. This section of forest is located adjacent to another, smaller area owned by the DLNR that has been designated as a NAR site. DLNR is in the process of fencing their NAR area. The Kahikinui site can be fenced with about 3/4ths of the perimeter involved by eliminating the east NAR perimeter fence.

Alien species eradication and control program is needed. This program must address both flora and fauna since, in addition to feral ungulates, gorse has been sighted on the land and *micronia* also has the potential to spread here and become a problem. Currently KGLMO has the license with DHHL to manage hunting on the vacant mauka Kahikinui lands. This arrangement should be reviewed to see if additional programs or policies are needed to fully implement the plan and ensure its compatibility with other activities.

The gorse eradication program has funding from DHHL. Homesteaders should be included in the eradication program and hired to do the field work as much as practicable. Mike Robinson is the DHHL contact person for this program.

Phasing and Cost

The existing project is a federally funded through a partnership between the Leeward Haleakalā Watershed Restoration Partnership and LIFE. Funding for Phase 1 include the following:

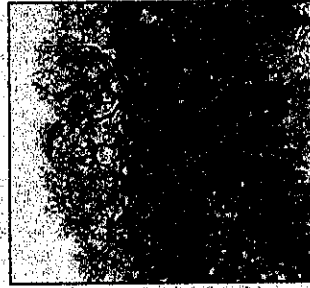
- Fencing - (\$200,000 Leeward Partnerships) (\$500,000 - LIFE)
- \$1.3 million is the estimated cost for the whole enclosure.

Other measures to consider include:

- Relocation of pipi or crows & other species to the homestead area for ranching and animal husbandry. Only animals that have the potential to be controlled would be gathered for this purpose.
- Homestead area fencing for corrals and enclosures are needed to implement this plan. This plan should be designed so the pasture/grazing areas can double as fire break areas to protect the homestead.
- The gap in the Ulupalakua Ranch Fence (approximately 2 miles) should be closed to prevent the unregulated movement of cattle from Ulupalakua Ranch to the Kahikinui lands. The current situation leads to interbreeding of ranch and feral cattle that causes problems on both lands. This project is currently underway with resources coming from the Ranch and the Wind Project.
- The gorse problem is currently at a manageable level. This window of opportunity will not last long and the problem should be attacked immediately. While DHHL has a program to eradicate gorse, the effort has been slow in moving forward. The homestead community should be engaged to assist with this program. They are, after all, the maka 'āina's literal eyes on the ground.



Koa tree



Sandalwood tree



Grazing cattle

Priority Project: Resource Management

Potential Partners

Natural resource management requires partnerships with neighboring land owners, similar minded individuals, and organizations because the scope and scale of the challenges is so large. In the case of Kahikinui, the first natural partner is the Leeward Haleakala Watershed Restoration Partnership whose mission is so closely aligned with the Kahikinui Kuleana mission. The Alliance also brings to the effort expertise and resources that KOOK does not have and the partnership is mutually beneficial. LIFE and KGLMO are also natural partners in the mission if projects and organizations can be properly aligned from a structural standpoint. Another natural partner is DLNR, who is conducting a similar fence program as LIFE in the neighboring Nakula NAR. The University of Hawai'i and the Solar Telescope Organization are other potential allies as they have conservation requirements for the summit region which abuts the Kahikinui mauka edge. Finally, Ulupalakua Ranch and Haleakala Ranch are also potential partners, controlling the movement of cattle across the grazing lands on both sides of the property line. DHHL remains a natural constant as a lead partner with the homesteaders since this is commission land and resource management and stewardship are also priority goals for DHHL.

Next Steps

Review and revise resource management policies and objectives for Kahikinui

- Coordinate efforts with LIFE and KOOK to develop community consensus on how to proceed with the project to make sure funding is preserved and the project proceeds.
- Assist DLNR in completing the environmental assessment to release the funds.
- Coordinate efforts and design with the DLNR-NAR effort to align fencing and possibly assist in the logistics.
- Organize and engage the homestead community to participate in the project and lobby DLNR to use homesteaders in the work as much as possible.
- Request /lobby to obtain funds to complete the full project.
- Begin conversations with the Telescope Development project to close off the summit boundary of the protection area.

Organize a committee to develop a Feral Ungulate/Alien Species Management Plan for Kahikinui.

- Review and coordinate hunting program with KGLMO and identify programs and activities needed in addition to their work to achieve the broader objective.
- Develop plan and proposal for pipi relocation and containment fencing around the homestead area.
- Begin discussions with Ulupalakua Ranch to close the two mile gap on their boundary.
- Obtain funding for the remainder of the enclosures or obtain through partnership with Ulupalakua Ranch/AWE project, Telescope project, DLNR NARS and others.
- Assist with Gorse eradication program.

Timeline

2011	2012	2013
• Year one, complete entitlements and partnership agreements.	• Year two, start fence construction.	• Year three, complete phase one fencing.



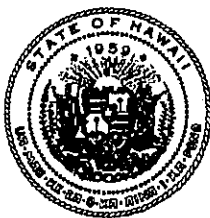
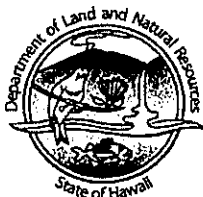
Proposed DHHL land use

Note: Gorse has been found in small pockets on the mid-elevation portions of Kahikinui.



KAHIKINUI

NEIL ABERCROMBIE
GOVERNOR OF HAWAII



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

OCT - 9 2013

WILLIAM J. AILA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ESTHER KIA'AINA
FIRST DEPUTY

WILLIAM M. TAM
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

TO: The Honorable Neil Abercrombie
Governor of Hawaii

THRU: Honorable Kalbert K. Young, Director of Finance
Department of Budget and Finance

FROM: William J. Aila, Jr., Chairperson *WJA*
Department of Land and Natural Resources

SUBJECT: **Release of Construction Funds and Permission to Advertise Bids for the Watershed Initiative, Statewide, as Authorized by Act 134, SLH 2013, Item D-6**

We respectfully request the release of \$5,000,000 in general obligation bonds and permission to advertise bids for the construction of various watershed protection and restoration projects statewide. This request is for the protection and restoration of forested watershed areas to preserve Hawaii's water supplies, as part of Governor Abercrombie's "A New Day in Hawaii" plan and the Department's "The Rain Follows the Forest" initiative.

The following is a brief description of projects anticipated to be undertaken:

- (1) Hono O Na Pali Natural Area Reserve, Kauai – (\$225,000) to build a fence northeast of Kokee. This forest supplies water to the north shore of Kauai. When finalized, it will protect approximately 2,200 acres from non-native goats and pigs.
- (2) Alakai Wilderness Preserve, Kauai – (\$1,075,000) to build a fence the Alakai Plateau. This forest supplies municipal and agricultural water for all of Kauai, particularly the Waimea district. When finalized, it will protect approximately 1,360 acres from non-native goats, deer, and pigs.
- (3) Ewa Forest Reserve, Oahu – (\$590,000) to build a fence in the northern Koolau Mountains. This forest supplies municipal, military, and agricultural water for central Oahu. When finalized, it will protect approximately 650 acres from non-native goats and pigs.
- (4) Kaluanui Natural Area Reserve, Oahu – (\$300,000) to build a fence west of Hauula. This forest supplies municipal and agricultural water for the Koolaulea district of

EXHIBIT "E"
ITEM NO. F-3

The Honorable Neil Abercrombie

Release of Funds and Permission to Advertise Bids for Watershed Initiative, Statewide

- Oahu. When finalized, it will protect approximately 450 acres from non-native goats and pigs.
- (5) Kahikinui Forest Restoration, Maui – (\$565,000) to build a fence on the south slope of Haleakala. This forest supplies water for leeward Haleakala. When finalized, it will protect approximately 4,400 acres from non-native cattle, goats, deer, and pigs.
 - (6) Hanawi Natural Area Reserve, Maui – (\$350,000) to build a fence on the north slope of Haleakala. This forest supplies municipal and agricultural water for east Maui. When finalized, it will protect approximately 1,000 acres from non-native pigs.
 - (7) Hana Forest Reserve, Maui – (\$450,000) to build a fence on the east slope of Haleakala. This forest supplies municipal and agricultural water for east Maui. When finalized, it will protect approximately 1,750 acres from non-native pigs.
 - (8) Nakula and Kahikinui Reserves, Maui – (\$105,000) to build a fence on the south slope of Haleakala. This forest supplies water for leeward Haleakala. When finalized, it will protect approximately 2,600 acres from non-native cattle, goats, deer, and pigs.
 - (9) Mauna Kea Forest Restoration Project, Hawaii – (\$100,000) to plant native trees to restore watersheds on the north slope of Mauna Kea.
 - (10) Kau Forest Reserve, Hawaii – (\$240,000) to build a fence in a forest on the east slope of Mauna Loa that supplies municipal and agricultural water for Kau. When finalized, it will protect approximately 2,000 acres from non-native pigs.
 - (11) Puu Waawaa – Henahena Restoration & Fence Installation, Hawaii - (\$450,000) to build a fence north of Kailua Kona. This forest supplies municipal water for north Kona. When finalized, it will protect approximately 900 acres from non-native cattle, goats, and pigs.
 - (12) Puu Makaala Natural Area Reserve, Hawaii – (\$550,000) to build a fence southeast of Hilo. This forest supplies municipal water for the South Hilo and Puna districts. When finalized, it will protect approximately 1,000 acres from non-native pigs.

Funds for this work have been authorized by Act 134, SLH 2013, Item D-6. We request a transfer of funds between cost elements as allowed by Section 71 of Act 134, SLH 2013, which allows such as transfer, with your permission, provided the total expenditure of funds for all cost elements does not exceed the total appropriations for the project.

If the low bids are within the basic bid estimate and available appropriation, permission is requested to award the construction contract. If the lowest bid is higher than the basic bid estimate and available appropriation, we will not award the contract and notify you immediately to recommend suitable funding alternatives.

The Honorable Neil Abercrombie

Release of Funds and Permission to Advertise Bids for Watershed Initiative, Statewide

The Administrator of the Division of Forestry and Wildlife certifies that there are adequate funds currently appropriated and this project will comply with all applicable codes and land use designations.

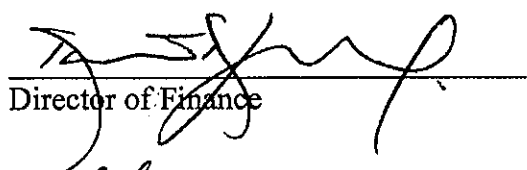
Your favorable consideration of this request will be greatly appreciated in order to begin these projects as quickly as possible. If there are any questions, please have your staff call Emma Yuen of the Division of Forestry and Wildlife at extension 74170 or Alyson Yim of the Engineering Division at extension 70259.

Attachments

c: DLNR, Fiscal Office
DLNR, DOFAW

RECOMMEND:

☒ APPROVAL ☐ DISAPPROVAL


Director of Finance

Oct. 25, 2013
Date

☒ APPROVED ☐ DISAPPROVED


NEIL ABERCROMBIE
Governor, State of Hawaii

11-12-13
Date

SENATE DISTRICT	PRIORITY NUMBER	ISLAND	REP DISTRICT	PROJECT SCOPE	ITEM NUMBER	EXPENDING AGENCY
00	2	0 - STATEWIDE	000	N - NEW PROJECT		LNR

PROJECT TITLE:
 WATERSHED INITIATIVE, STATEWIDE

PROJECT DESCRIPTION:
 DESIGN AND CONSTRUCTION FOR DLNR DIVISION OF FORESTRY AND WILDLIFE WATERSHED INITIATIVE FUNDING SUPPORT FOR WATERSHED PROTECTION, MANAGEMENT AND ADMINISTRATION. THE LEGISLATURE FINDS AND DECLARES THAT THIS APPROPRIATION IS IN THE PUBLIC INTEREST AND FOR THE PUBLIC'S HEALTH, SAFETY AND GENERAL WELFARE OF THE STATE.

TOTAL ESTIMATED PROJECT COST (\$1,000'S):

PRIOR APPROPRIATIONS:

SLH	YR	ACT	ITEM	TOTALS	PLANS	LAND ACQUISITION	DESIGN	CONSTRUCTION	EQUIPMENT
	13	134	D-6	5,000	0	0	1	4,999	0
	14		D-6	2,500	0	0	1	2,499	0
	TOTAL			7,500	0	0	2	7,498	0

APPROPRIATIONS:

PART I: BY ELEMENTS		MOF	PRIOR YR	FY 2011-12	FY 2012-13	REQUESTED		FUTURE YEARS	TOTAL PROJ COST
						FY 2013-14	FY 2014-15		
PLANS		*	0	0	0	0	0	0	0
LAND ACQUISITION		*	0	0	0	0	0	0	0
DESIGN		*	0	0	0	1	1	0	2
CONSTRUCTION		*	0	0	0	4,999	2,499	0	7,498
EQUIPMENT		*	0	0	0	0	0	0	0
TOTAL COST			0	0	0	5,000	2,500	0	7,500

PART II: BY MEANS OF FINANCE		MOF	PRIOR YR	FY 2011-12	FY 2012-13	REQUESTED		FUTURE YEARS	TOTAL PROJ COST
						FY 2013-14	FY 2014-15		
G.O. BONDS		C	0	0	0	5,000	2,500	0	7,500
TOTAL COST			0	0	0	5,000	2,500	0	7,500

A. TOTAL SCOPE OF PROJECT:

This project will increase the amount of forest watershed and natural area reserves under protection and management, increase the amount of watershed fenced and with ungulates and invasive weeds removed.

B. IDENTIFICATION OF NEED AND EVALUATION OF EXISTING SOLUTION:

Immediate action is needed to secure Hawai'i's water supply. Hotter, drier conditions and damaged watersheds are escalating the costs and conflicts over water. Current drought conditions and declining water supplies experienced across the state will only worsen with the coming climate change problems. Simple, local actions to maintain and increase water production and conservation can safeguard Hawai'i's declining water sources.

C. ALTERNATIVES CONSIDERED AND IMPACT IF PROJECT IS DEFERRED:

Protecting forest watersheds is the most cost effective and efficient way to produce more water by increasing natural absorption of rainwater and replenishing ground water and avoid expensive solutions such as desalination plants. Watersheds also reduce impacts from climate change absorbing greenhouse gases and reducing flooding, erosion, and siltation of reefs and fisheries. Additionally, forests sustain irreplaceable cultural and natural values.

D. DISCUSS WHAT IMPROVEMENTS WILL TAKE PLACE, WHEN PROJECT COMPLETED (INCLUDING BENEFITS TO BE DERIVED AND/OR DEFICIENCIES THIS PROJECT INTENDS TO CORRECT):

The Rain Forest follows the Forest will protect priority watersheds and implement on-the-ground actions to remove invasive species, reforest degraded areas and enhance water sources on a large scale across ownership boundaries working with established statewide watershed partnerships. The Department's long term goal is to double the number of priority watershed acres managed for protection in the next 10 years. This CIP request is the initial start-up of that overall program. The program can be built upon in the future to achieve those overall goals. This initiative will support our economy, agricultural production, and quality of life and create natural resource jobs across the state and in our rural communities.

E. IMPACT UPON FUTURE OPERATING REQUIREMENTS (SHOW INITIAL AND ONGOING FUNDING REQUIREMENTS BY COST ELEMENT, INCLUDING POSITION COUNT, MEANS OF FINANCING, FISCAL YEAR):
To be determined

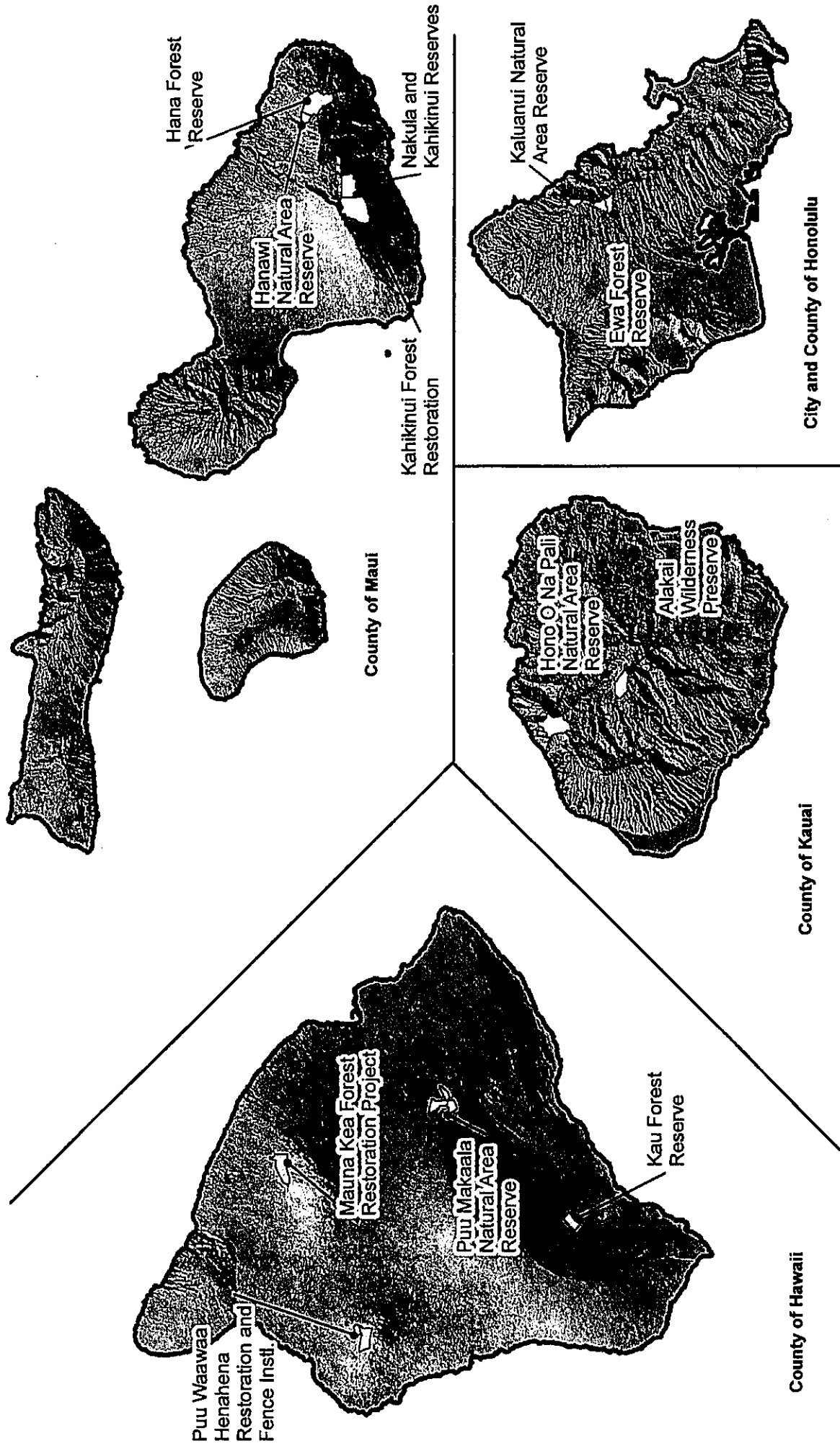
F. ADDITIONAL INFORMATION:

This CIP project is part of Governor Abercrombie's watershed initiative to ensure maui watersheds are fully functioning so fresh water resources can be utilized and enjoyed by the people of Hawai'i in perpetuity. This plan implements the central goals of the Abercrombie administration's A New Day in Hawai'i plan to steward the natural resources that our survival, economy, and quality of life depend on.

See <http://dlnr.hawaii.gov/rain> for the Watershed Plan.
WATERSHED PARTNERSHIPS: <http://hawaii.gov/dlnr/dofaw/wpp>
NATURAL AREA RESERVES SYSTEM: <http://hawaii.gov/dlnr/dofaw/nars>
HAWAII YOUTH CONSERVATION CORPS: <http://www.kupuhawaii.org>



Capital Improvements Project Watershed Projects FY 14



CIP PROJECT SUMMARY OF PROPOSED EXPENDITURES

PROJECT: DATE: October 2013 OF
 TITLE: WATERSHED INITIATIVE, STATEWIDE DEPARTMENTAL PRIORITY NO. CAPITAL PROJECT NO. D01A

SOURCE OF FUNDS (ACT/ITEM, ACCOUNT NUMBER, FEDERAL, COUNTY, PRIVATE)				
COST ELEMENTS	134/13 D-6 (1) B 13 424 C			TOTAL
LAND ACQUISITION				0
Land				0
Consultant Services				0
Staff Support				0
PLANS				0
Consultant Services				0
Staff Support				0
DESIGN				0
Consultant Services				0
Staff Support				0
CONSTRUCTION	(5,000,000)			(5,000,000)
Basic Bid	5,000,000			5,000,000
Alternates				0
Contingency				0
Consultant Services				0
Staff Support				0
Other Costs				0
EQUIPMENT				0
Basic Bid				0
Consultant Services				0
Staff Support				0
WORKS OF ART				0
TOTAL PROJECT COST	5,000,000			5,000,000
ALLOTED TO DATE*	0			0
ALLOTMENT REQUEST (1)	5,000,000			5,000,000
BALANCE	0			0
FUNDS APPROPRIATED	5,000,000			5,000,000
COMPLETION DATE				
*AA#	Date	Completion Date	COMMENTS: DLNR JOB NO. D01A	
		6/16	(1) Includes transfer, DESIGN to CONSTRUCTION	
PLANS				
PLANS				
PLANS				
DESIGN				
CONSTRUCTION				
EQUIPMENT				

FORM PAB

Department of Budget
and Finance (rev. 7/94)

Questionnaire - General Obligation Bond Fund Appropriations

PART 1 Department and Project

1 Department

LNR

2 Project Name

Watershed Initiative, Statewide

3 Project CIP No.

D01A

4 Session Law (act no. and year)

Act 134, SLH 2013

5 Program Area Function

Environmental Protection

6 Item No.

D-3

7 Project Description

Construct fences to protect forest watersheds from damage by hooved animals for water supply and other benefits. Fences will be approximately 4ft high to exclude hooved animals while enabling public pedestrian access.

PART 2 Project Cost and Funding Sources

8 Does this request for funding require general obligation bond fund appropriations?

☒ Yes☐ No

If "no" box is checked, no further information other than signature and date is required.

9 Has any appropriations been made for any portion of project prior to this request?

☐ Yes☒ No

10 Funding sources for costs of project made by this request

a Direct Federal payment for construction and related capital costs

b General obligation bond fund appropriations

5000000

c General fund appropriations

d Other State of Hawaii and county funds

e Section 501(c)(3) funds

f Private funds

g Total capital costs made by this request

5000000

PART 3 Use of general obligation bond fund appropriations and use of project

11 Total amount made by this request for each purpose to which general obligation bond fund appropriations will be applied

a Total construction and related capital costs

5000000

b Total nonconstruction and noncapital State of Hawaii costs

c Total grants to counties

0

d Total grants to Section 501(c)(3) corporations

e Total grants to private persons and organizations and Federal government

f Private funds

g Total loans to Section 501(c)(3) corporations

0

h Total loans to private persons and organizations and Federal government

i Total use of general obligation bond fund appropriations

5000000

12 Total square footage and percentage of use of project for each purpose to which general obligation bond fund appropriations will be applied

Square Footage

Percentage of Total

a Total common area

N/A

b Total area used by State of Hawaii and counties

N/A

100

c Total area used by Section 501(c)(3) corporations

N/A

d Total area used by private persons and organizations and Federal government in trade or business

N/A

e Total area

100

PART 4 Payment of operating and debt service costs and management of project

13 Will any lease or contract with a concessionaire or vendor be entered into in respect of any portion of the project? If yes, attach schedule and copy of each contract.

☐ Yes☒ No

14 Will any lease, incentive payment contract or management contract be entered into in respect of any portion of the project? If yes, attach schedule and copy of each contract.

☐ Yes☒ No

15 Will any payment be made (directly or indirectly) by the Federal government or any private person or organization pursuant to contract or other arrangement in respect to any portion of the project? If yes, attach schedule and copy of each contract.

☐ Yes☒ NoName of Signer
CARTY CHANG

Signature



Date

10/3/13

Telephone Number

587-0230

STATE OF HAWAII

ALLOTMENT ADVICETO: The Honorable William J. Aila, Jr., ChairpersonADVICE NO. 14-0209

XXXXXXXX

Board of Land and Natural ResourcesCOMPTROLLER'S NO. XXXXXXXX

XXXXXXXX

I have this day approved the following allotment from general obligation bond fund appropriation authorized by

Sections 39 and 71, Act 134, SLH 2013, for the purpose indicated:

TC	F	YR	APP	D	ALLOT CAT	SOURCE/ OBJECT	ITEM	TITLE AND PURPOSE OF ALLOTMENT	M O F	AMOUNT	
XXX	X	XX	XXX	XX	XX	XXXX	XXXXXX	(20 x)	X	XXXXXXXXXXXX	XX
								TRANSFER AND ALLOTMENT			
473	B	13	423	C			D-6	Watershed Initiative, Statewide	C	1,000	00
								Design and construction for DLNR Division of Forestry and Wildlife watershed initiative funding support for watershed protection, management and administration. The Legislature finds and declares that the appropriation is in the public interest and for the public's health, safety and general welfare of the state (design)			
474	B	13	424	C			D-6	Watershed Initiative, Statewide (construction)	C	1,000	00
531	B	13	424	C	20		D-6	Watershed Initiative, Statewide (construction)	C	1,000	00
								REGULAR ALLOTMENT			
531	B	13	424	C	20		D-6	Watershed Initiative, Statewide (construction)	C	4,999,000	00
								Purpose: To finance construction costs for watershed protection, management and administration at various locations, statewide.			
								Total Allotment - \$5,000,000.00			
								Statewide Project No. D01A			



DIRECTOR OF BUDGET AND FINANCE



GOVERNOR, STATE OF HAWAII
DATE: October 24, 2013

DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION
FEBRUARY 22 & 23, 2016
KAPOLEI, O'AHU

AGENDA SECTION II. C

G-ITEMS
PLANNING OFFICE

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22-23, 2016

To: Chairman and Members, Hawaiian Homes Commission

Through: M. Kaleo Manuel, Acting Planning Program Manager *AM*

From: Andrew H. Choy, HHL Planner *AC*

Subject: Declare a Finding of No Significant Impact (FONSI) for a Final Environmental Assessment (FEA), Kailapa Community Association Community and Resource Center / Emergency Relief Shelter, Kawaihae, South Kohala, Hawai'i, TMK (3rd) 6-1-010-008.

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) declare a Finding of No Significant Impact (FONSI) based on the information provided in the Final Environmental Assessment (FEA) (Exhibit A) for the proposed Kailapa Community Association Community and Resource Center/Emergency Relief Shelter.

DISCUSSION

Background

At its December 14, 2010 meeting, the Hawaiian Homes Commission approved the issuance of a 50-year license (License 751) to the Kailapa Community Association (KCA) for a 14.33 acre parcel, TMK (3) 6-1-010:008, at Kawaihae, Island of Hawaii, for the purposes of constructing and operating a community resource center for Hawaiian homestead communities in Kawaihae and the West Hawaii Region (Exhibit A). Unfortunately, the Kailapa Community Association was one of the homestead communities that did not receive a \$250,000 grant for planning and pre-development work under the DHHL Kulia I Ka Nuu Program as the program was discontinued by the Hawaiian Homes Commission in January 2012. Despite DHHL's lack of financial assistance, the KCA has successfully obtained grant funding and has built collaborative partnerships with other organizations in its efforts to advance its community initiatives.

In 2012, the KCA partnered with the University Of Hawaii Department Of Urban and Regional Planning (UH-M DURP) to create a community planning process and concept plan for the 14.33 acre parcel entitled *Hookumu Ka Piko, Establishing the Piko* (Exhibit B - Appendix B). Through this concept plan and planning process, UH-M DURP students helped to develop a common vision and purpose for the community resource center among Kailapa homestead community members. The homestead community envisions the Resource Center / Emergency Shelter to be a piko, a center that will be a gathering place and will provide opportunities to enhance both economic and social vitality for current and future residents. It will be a gathering place for programs and activities that nurture and perpetuate physical, mental, cultural, and social health rooted in Native Hawaiian values.

A subsequent master plan was completed for the project area by R.M. Towill and Kalaoa Inc. The master plan articulates in more specific detail the physical location and dimensions of proposed improvements of the UH-M DURP concept plan (Exhibit B - Appendix C). In accordance with HRS Chapter 343, a draft environmental assessment (EA) was prepared to analyze the potential impacts of the master plan on the project area and surrounding region. In lieu of providing KCA with financial assistance to obtain professional services to complete pre-development work for this project, DHHL staff periodically provided technical assistance and guidance (via the liaison program in the DHHL Native Hawaiian Development Program Plan) to KCA and its consultants over an almost two-year time period during the preparation of this EA.

Draft Environmental Assessment

The draft environmental assessment (DEA) prepared for the Kailapa Community Association Community Resource Center / Emergency Relief Shelter was published on December 8, 2015 by the Office of Environmental Quality Control (OEQC). Solicitation of comments from agencies in preparation of a DEA (pre-consultation) was conducted as part of the DEA process.

The DEA describes existing conditions and assesses the potential environmental and cultural impacts to the site as well as the surrounding area, based on the master plan of the proposed Kailapa Community Association Resource Center / Emergency Shelter. In summary, these proposed uses are

anticipated to have minimal impact to the surrounding environment. The natural environment of the project area has already been modified from its natural state by previous DHHL construction and development activities. The project area is sparsely vegetated and dry. There are no known endangered or threatened species in the project area.

Infrastructure

The existing infrastructure will be able to accommodate additional demand created by the proposed uses. Potable water to the Kailapa subdivision is provided via the Kohala Ranch Water Company. DHHL has an existing water agreement with Kohala Ranch in which Kohala Ranch has agreed to provide up to 117,600 gallons per day to DHHL homestead lots in the Kailapa subdivision for residential use. Average existing potable water use for the Kailapa homestead area is 70,000-75,000 gallons per day. The estimated potable water demand for the project is between 3,000-6,000 gallons per day and within DHHL's permitted water use amount with the Kohala Ranch Water Company of 117,600 gallons per day. In the near-term, non-potable water for irrigational use will be trucked-in from an off-site source and stored in a 4,000 gallon tank. In the long-term, KCA may look to develop its own on-site well and reverse osmosis treatment to provide water to the project area. KCA plans to comply with all applicable rules and regulations during the well permitting and development process. An individual wastewater system will be installed on site and will be able to accommodate 6,000 gpd.

DHHL Planning System Consistency

The DEA also addresses the proposed project uses for consistency with existing plans and applicable land use policies. For the most part, the priority projects are consistent with the existing plans and applicable land use policies in the region. However, the DHHL Hawaii Island Plan Land Use Designation for the project area will need to be amended from Residential Use to Community Use in order for the project to be completely consistent. The Island Plan land use amendment will require beneficiary consultation and HHC approval.

Based upon the facts presented and analysis completed in the DEA, staff anticipated a finding of no significant impact (AFONSI) for the Kailapa Community Association Resource Center / Emergency Shelter. Per Hawaii Administrative Rules (HAR)

11-200-11, the DEA and AFONSI are required to be published in the State Office of Environmental Quality Control (OEQC) "Environmental Notice" bulletin for a 30-day review and comment period. The public comment period was from December 8, 2015 to January 7, 2016.

Final Environmental Assessment (Summary)

Various government agencies at the federal, state, and county levels were asked to comment on the DEA. Revisions to the DEA were made based on the comments received during the public comment period. Changes based on responses to substantive comments received are reflected in the FEA.

A summary of substantive comments received from agencies consulted during the public comment period and how those comments were addressed in the FEA are shown in the following table. A complete record of comments received and responses to those comments are included in Appendix F of the FEA document.

Agency	Comment/Summary	Response to Comment
State Agencies		
DOH - Safe - Planning Branch	Please identify the project as providing water for the project. Should the project qualify as a public water system, the system must comply with HAR 11-20 "Rules Relating to Public Water Systems."	Please contact CWRM for well information relating to the well for the Kohala Ranch Water Company. In the near-term, drinking water for the project will be provided by Kohala Ranch. KCA will comply and adhere to HAR 11-20.
DOH - Environmental Planning Office	NPDES permit may be required for the project. Please review available strategies to support sustainable and healthy design on DOH website.	This project will review and adhere to all applicable standard comments provided on the DOH website.

Agency	Comment/Summary	Response to Comment
DLNR - Forestry and Wildlife	It is recommended that an experienced field biologist conduct a reconnaissance of the project site. Work must be delayed if a Hawaiian Hawk nest is found. To minimize impact to the Hawaiian Hoary bat, woody plants greater than 15 feet should not be removed.	Since 1989, the existing condition of the property has not significantly changed. Therefore, the data in the biological survey is still relevant and useful for the purposes of the EA. A DOFAW biologist is invited to conduct a reconnaissance of the project site. The Koloa maoli (native duck) has not been seen on property. Mitigation measures related to the Hawaiian hawk and hoary bat will be incorporated into the EA.
County Agencies		
Department of Water Supply	No comments at this time.	Mahalo.

As stated previously, staff anticipated a Finding of No Significant Impact (AFNSI) based on the information presented in the DEA. The comments in the table above were received during the public comment period. Appropriate mitigation measures and solutions were identified to address these comments. The mitigation measures and solutions were incorporated into the FEA.

Comments from other agencies either concurred with the findings of the DEA or suggested other policy standards that the project should consider during its implementation and operation. These policy standards were incorporated into the FEA. As a result, the comments received during the public comment period and the incorporation of mitigation measures in response to those comments in the FEA will enable the DHHL Honokāia Water System to further reduce any potential impacts to the surrounding environment.

Criteria for a Finding of No Significant Impact (FONSI)

Hawai'i Administrative Rules (HAR) Section 11-200-12.2 establishes procedures for determining if an Environmental Impact Statement (EIS) should be prepared for a project, or if a Finding of No Significant Impact (FONSI) is warranted. HAR

Section 11-200-12 lists the following criteria to be used in making the determination (See Ch. 5 of the FEA for a complete statement of findings):

- 1) *Involves an irrevocable commitment to loss or destruction of any natural or cultural resource;*

Based on the results of the archaeological inventory survey conducted for this project, three historic properties exist in the project area, but ground disturbing activities will be located well away from these resources. For a more detailed discussion please see section 2.1.4 of the FEA.

- 2) *Curtails the range of beneficial uses of the environment;*

This project will allow DHHL Kawaihae beneficiaries and their families more access to traditional and customary resources and practice the ahupuaa concept. It will increase the range of beneficial uses of the environment. For a more detailed discussion please see section 1.2 of the FEA.

- 3) *Conflicts with the State's long-term environmental policies or goals as expressed in Ch. 344, HRS, and any revisions thereof, amendments thereto, court decisions, or executive orders;*

The project is consistent with the policies and objectives of state and county functional plans. It is consistent with the DHHL Kawaihae Regional Plan. However, a land use designation amendment to the DHHL Hawaii Island Plan must be made for consistency. For a more detailed discussion, please see section 3.2 of the FEA.

- 4) *Substantially affects the economic or social welfare of the community or State;*

The project will not have a negative affect on the economy or social welfare of the community or state. The project is expected to have a positive affect on the local economy by providing programmatic and social services to homestead residents. For a more detailed discussion, please see section 2.2 of the FEA.

- 5) *Substantially affects public health;*

The proposed project will not cause a negative impact on public health and well-being. For further discussion please see section 2.3.7 of the FEA for a more detailed discussion.

- 6) *Involves substantial secondary impacts, such as population changes or effects on public facilities;*

The proposed project will not cause a significant population increase and will increase the amount of public facilities available to serve the regional population. For further discussion, please see section 2.2.1 of the FEA.

- 7) *Involves a substantial degradation of environmental quality;*

This project does not involve a substantial degradation of environmental quality. Cumulatively this project does not have a considerable effect upon the environment and does not involve a commitment for larger actions. Please see section 1.1 of the FEA for further discussion.

- 8) *Is individually limited but cumulatively has considerable effect on the environment or involves a commitment for larger actions;*

Cumulatively this project does not have a considerable effect upon the environment and does not involve a commitment for larger actions. Please see section 1.1 of the FEA for further discussion.

- 9) *Substantially affects a rare, threatened, or endangered species, or its habitat;*

The project will not affect rare, threatened, or endangered species or its habitat. Please see section 2.1.3 of the FEA for more details.

- 10) *Detrimentially affects air or water quality or ambient noise levels;*

Long-term impacts on air quality are not expected. Please see sections 2.1.5 and 2.3.1 of the FEA for further discussion.

- 11) *Affects or is likely to suffer damage by being located in an environmentally sensitive area such as a flood plain, tsunami zone, beach, erosion-prone area, geologically hazardous land, estuary, fresh water, or coastal waters;*

This project is not located in any of the above areas. Please see section 1.2 of the FEA for further discussion.

- 12) *Substantially affects scenic vistas and view planes identified in county or state plans or studies;*

This project is located in an area that will not substantially impact view planes or scenic vistas. Please see section 1.3 of the FEA for a more detailed discussion.

- 13) *Require substantial energy consumption.*

This project will not significantly impact current usage and will tie into the existing electric and telephone lines traversing the project site within the 50-foot wide electric easement. Please see section 2.3.6 of the FEA for a more detailed discussion.

Based on the FEA analysis, agency and public comments, and mitigation measures in response to comments which have been incorporated into the FEA, DHHL staff concludes that the development and operation of the Kailapa Community Association Community Resource Center / Emergency Relief Shelter will not have a significant impact on the project area or surrounding vicinity. Should the HHC disagree with staff findings, an Environmental Impact Statement Preparation Notice (EISPN) may be issued instead of a FONSI, per HAR §11-200-11.2.

Mitigation Measures Agreed to by DHHL in the Final EA

- Storm water runoff created by the development will be retained on site by routing the flows to sedimentation ponds using phytoremediation and will comply with HAR Chapter 11-54 & 55 as well as Hawaii County Code Chapter 10.

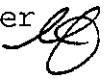

- Outside lighting will be sheltered to avoid distracting seabirds.
- Construction work will be stopped if a Hawaiian hawk nest is encountered.
- Removal of woody plants greater than 15 feet in height will not occur between June 1 and September 15, which encompasses the Hawaiian hoary bat birthing and pupping season.
- Construction of the proposed project has been sited to avoid disturbance of the three archeological features found on the property and an archaeological monitoring plan and preservation plan should be produced.
- Dust control measures will be implemented in accordance with DOH and County ordinances.
- Storm water runoff will continue to use existing natural drainage ways. These drainage ways will be retained as open space. Storm water runoff caused by impervious surfaces will be routed to sedimentation ponds.
- Well development will comply with applicable state rules and guidelines. Should the water system developed on property fall within the definition of a public water system, then KCA will comply with HAR Chapter 11-20 "Rules Relating to Public Water System."
- A single or multi-septic tank Individual Wastewater System will be designed in accordance with HAR 11-62.
- Solid waste will be disposed in an approved solid waste facility.
- If necessary, KCA will obtain a state DOT Highways Division permit for transport of oversized and / or overweight materials and equipment.
- KCA intends to incorporate solar and alternative energy sources to minimize use of fossil fuels.

RECOMMENDED MOTION/ACTION

DHHL staff respectfully requests approval as recommended.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22-23, 2015

To: Chairman and Members, Hawaiian Homes Commission
Thru: M. Kaleo Manuel, Acting Planning Program Manager 
From: Andrew H. Choy, Planner 
Subject: For Information Only -- South Point Management
Plan Update, Ka'ū, Hawai'i.

Recommended Action

None. For information only.

Discussion

PURPOSE

The purpose of this informational briefing is to update the Hawaiian Homes Commission (HHC) on the status of the Department of Hawaiian Home Lands (DHHL) South Point Management Plan and receive feedback and direction from the HHC.

BACKGROUND

The DHHL Ka'ū Regional Plan that was adopted by the HHC in 2012 identified as one of its priority projects the need for a management plan for DHHL's coastal lands in the ahupua'a of Kamā'oa which is also commonly referred to as "South Point". It is believed that this is the place where Polynesians first discovered Hawai'i and that the first settlers arrived as early as 124 AD. To the native Hawaiian beneficiary community as well as the larger Native Hawaiian community and residents of Ka'ū, South Point is an extremely important wahi pana that has been undermanaged and neglected by DHHL for decades.

All of the resource management issues that have arisen over these decades have stemmed from the lack of a consistent DHHL management presence at South Point due to the state's unwillingness to sufficiently fund DHHL's operations resulting in insufficient staffing levels and resources to manage these lands at a higher level. DHHL's inconsistent presence at South Point has given rise to a "wild-wild-west" type management regime among private individuals with dissimilar priorities and interests. The current management regime coupled with increased visitor interest in South Point attractions such as Mahana Bay (Green Sands Beach) has resulted in unregulated and unpermitted activities on DHHL lands and has left visible scars on the natural landscape as well as emotional scars on the relationships among individuals and families in the Ka'ū community.

The purpose of this Resource Management Plan and planning process is to work with DHHL beneficiaries in order to identify feasible and sustainable solutions to improve DHHL management of the South Point area. Mana'o of family members and associates of DHHL beneficiaries in which DHHL beneficiaries chose to invite into the planning process were included in the analysis as well.

WORK COMPLETED TO DATE

Outreach Process & Methodology

Exhibit A graphically summarizes the timeline for this planning process. This estimated one-year planning process began in June 2015. The majority of the time and resources for this planning process has been utilized to engage and outreach with DHHL Ka'ū beneficiaries. Table 1 highlights the following plan activities that were completed to date:

Table 1

Dates	Activity	Intended Outcome
July 2015	Community Meeting #1 "Kick-off" Meeting. About 70 people attended of which 50 self-identified as a DHHL beneficiary.	Beneficiaries were informed about the upcoming plan process, schedule, and introduced to the DHHL staff and consultants.
Aug. to Sept. 2015	5 small group "talk story" sessions that involved approximately 35 key South Point stakeholders were conducted. Stakeholders included DHHL beneficiaries, kama'āina and kūpuna.	Management issues and conflicts among different stakeholder groups were identified. Common shared management goals and opportunities among stakeholders were also identified.
Sept. 2015	HHC members conducted a site visit of DHHL South Point lands and important South Point wahi pana.	HHC members gained a better understanding of the existing condition and management issues at South Point.
Dec. 2015	Community "Speak Out" conducted. The five hour event was meant to provide a flexible opportunity for people to share ideas as they could come and go any time over the five hours and stay as long as had wanted to. About 40 people attended of which 25 self-identified as a DHHL beneficiary.	Beneficiaries identified specific management activities to help achieve management goals.
Jan. 2016	A preliminary draft management plan was completed and circulated internally for review.	Preliminary draft plan summarized, organized, and prioritized community mana'o heard to date.

Results of Outreach Process

Meeting notes from each of the above activities are included in Exhibit B. Below is a summary of management

issues. As stated previously, all of these management issues arise from the lack of a consistent DHHL presence at South Point:

1. Illegal tour operations cause erosion and damage to natural resources;
2. Tour operators would like to be "legal" but DHHL has not provided guidance on what that looks like;
3. These lands are meant to benefit the beneficiaries, not conservationist;
4. If nothing is done now to change DHHL's management status quo, there will be nothing left for beneficiaries to benefit from in the future;
5. Sacred cultural resources are being damaged;
6. Lots of locals and tourist drive off-road and cause damage to natural and cultural resources;
7. Alleged over-fishing;
8. Lack of toilets and sanitation measures;
9. People get injured on DHHL lands by conducting unpermitted and uninsured activities at South Point, this is a potential liability to the trust;
10. The tourism industry is benefiting from South Point, but not DHHL. There is a lot of potential to generate revenue from tourists for the trust and its beneficiaries.

Four overall management goals were identified during the outreach process. These management goals are:

1. **Health & Safety:** Provide a safe, clean, and friendly environment.
2. **Natural & Cultural Resource Management:** Restore, preserve, and protect cultural and natural resources.
3. **Native Hawaiian Culture, Knowledge, and Traditional Practices:** Perpetuate Native Hawaiian culture, values, history and language for future generations.
4. **Economic Self-Sufficiency:** Generate revenue in order to sustainably fund cultural and natural resource management activities and provide economic opportunities for DHHL beneficiaries and their families.

Approximately 30 management activities associated with the above goals were identified. These proposed management

activities are summarized in Exhibit C and graphically summarized in a draft "Conceptual Plan" (Exhibit D).

While this draft conceptual plan is far from a finished product and a work-in-progress, it does provide a visual representation of the locations of where beneficiaries have identified as priority management areas for activities to take place in South Point. Management activities seem to have clustered around four distinct "management-units" in South Point. These management units (illustrated in Exhibit D) are:

1. Management Unit #1 - "South Point Entrance"
2. Management Unit #2 - "Ka Lae Cultural Complex"
3. Management Unit #3 - "The Barracks"
4. Management Unit #4 - "Barracks to Mahana Bay"

Focusing on these units will direct management activities to areas of priority.

OUTSTANDING ISSUES YET TO BE RESOLVED IN THE PLANNING PROCESS

Long-Term Overall Management Model and Implementation Strategy

To date, the overall management model DHHL that has been employed at South Point has been "passive land management" due to the state's unwillingness to sufficiently fund DHHL's operations resulting in insufficient staffing levels and resources to manage these lands at a higher level. As stated previously, DHHL's passive management has led to a "wild-wild-west" type management regime where unpermitted private business interests and recreational users go unregulated. Obviously, in order for the situation on the ground to improve, DHHL must employ a more "active" land management model. However, an analysis to identify the most appropriate model(s) of "active" land management still needs to be completed. Potential options include:

- A. DHHL fully manage and staff South Point similar to other state or national parks with strong visitor interest; or

- B. DHHL delegates day-to-day management responsibility to qualified third-party(ies) and issues a long-term disposition(s) to one or more third-parties; or
- C. A combination of the above - DHHL full-time staff with some management responsibilities delegated to qualified third-parties via short and/or long-term dispositions.

Factors to be considered in the analysis of a long-term management model and implementation strategy for South Point include:

- Consistency with the goals expressed by Ka'ū beneficiaries in this management plan;
- Lessons learned from past DHHL land management experiences including the Kūlia I Ka Nu'u Program;
- Evaluating previous land use requests from third-parties to use South Point lands;
- Consistency with rules, regulations, and policies governing how DHHL may dispose of lands not needed immediately for homesteading including Hawaiian Homes Commission Act (HHCA) 204, Hawaii Revised Statutes (HRS) Chapter 171, and Hawaii Administrative Rules (HAR) 10-4;
- Levels of DHHL staffing and funding (if any);

Potential Controversial Plan Recommendations

There are several plan recommendations that staff anticipates will be controversial among beneficiaries and the larger community in Ka'ū. These recommendations include:

- Limiting Vehicular Access to Specific Parking Areas at South Point.

Unmanaged vehicular access in the form of illegal tour operations, ATVs, dirt-bikes, and fishermen who drive to a specific spot on the coast are one of the biggest threats to the ecosystem and cultural resources. Management of vehicular use and potential prohibition at South Point is the most controversial issue that this management plan will have to address. DHHL staff is leaning towards recommending a more moderate approach, limiting vehicular access to only specific areas designated for parking at

South Point and prohibiting all other vehicular access at South Point in the near-term. Vehicular access would be limited to the Barracks and the cliff area in Management Unit #1. People who want to fish at South Point will still be allowed to fish, but they'll have to walk in. This will also address the issue of potential over-fishing as people will only be able to catch what they can carry-out.

The following sequence of actions will need to occur in order to limit vehicular access at South Point:

1. In the near-term, contract a security firm to enforce this new policy with the eventual longer-term goal of creating DHHL positions to take over enforcement and management at South Point. Contracting a security firm will take 4-6 months to procure.
 2. Create new DHHL positions for enforcement and management. This may take 18-24 months or perhaps even longer given that the outcome of the Nelson lawsuit court order may take many more months to resolve.
- Prohibiting Shuttle Services until a Proper Road Network is Built and Shuttle Service Becomes Formalized.

In our outreach process there are stakeholders that either want to see a complete "shut-down" of vehicles into South Point on one hand and on the other hand there are stakeholders that have told us that their entire livelihood is dependent upon the operation of shuttle service operations to Green Sands Beach. More moderate viewpoints from the outreach process recommend temporarily prohibiting tour operations until such time that roads and proper infrastructure are in place and tour operators are "legal" businesses with formal authorization from DHHL to be there. This recommendation will impact the current tour operators significantly as a proper road network and infrastructure will take several years to complete. The following sequence of actions will need to occur in order for DHHL to consider resuming Shuttle Service to Green Sand Beach and lessen the negative economic impact to the current illegal tour operators:

- (1) LMD/PO will conduct 2-3 training sessions for any beneficiary interested in doing business at South Point. These sessions will cover the requirements

that a business entity needs to "legally" conduct business on DHHL lands such as but not limited to insurance requirements and state DCCA registration. DHHL statutory requirements to issue dispositions such as HHCA 204 and HRS 171 will also be covered in the trainings. These trainings will be conducted at the same time DHHL is going through the procurement process to contract security firms.

- (2) For those that meet the requirements of "legally" doing business on DHHL land, DHHL will offer short-term dispositions to sell food, beverages, and crafts. This will provide those affected by the temporary prohibition of the shuttle service with economic opportunities. Possible locations where these commercial activities will be sited will be at the parking areas near the Barracks and or near the cliffs in Management Unit #1.
 - (3) Immediately begin to conduct the planning studies necessary to design and construct a road(s) to Mahana Bay from the Barracks. Both HRS Chapter 343 and 6E compliance will need to be conducted prior to determining a preferred route(s). Immediately initiating these studies will expedite the design and construction of the road(s) from the Barracks to Mahana Bay and points in-between.
- Possibly Re-locating Iwi Kūpuna in the Pu'u Ali'i Complex to a Safer Location that is not Threatened by Erosion and Sea-Level Rise.

An inadvertent burial was found near Pu'u Ali'i in December 2015 by kama'āina and reported to DHHL and SHPD. The burial was kept in place and buried with sand from a nearby beach. It is believed that surface run-off caused by winter storms exposed the burial. Future storm events may re-expose not only this burial but other burials located in Pu'u Ali'i burial mound as the mound is un-vegetated and vulnerable to erosion. The location of the mound near the shoreline is also of concern.

A SHPD Hawaii Island Archeologist has recommended that DHHL should seriously consider re-location of iwi kūpuna. Re-location would require the preparation of a burial

treatment plan which would require extensive consultation with lineal descendants of Kamā'oa and Ka'ū, Hawaii Island Burial Council, and SHPD. Per HAR 13-300-33, the scope of a burial treatment plan, if relocation is recommended, would cover the following:

1. Reasons that warrant relocation;
2. Methods that would be utilized to conduct disinterment;
3. Method and manner in which remains will be curated during relocation;
4. Location of new burial site;
5. Short and long term measures to protect new burial site and provide lineal descendants with access to site.

- Instituting an Entrance Fee to South Point

In order to cover the operational and capital costs of managing South Point, the institution of an entrance fee into South Point is recommended. Charging a fee to enter South Point may be met with initial resistance as people are accustomed to accessing the area for free. However, based on the feedback during our outreach process, there seems to be general consensus that some amount should be charged in order to generate revenue to pay for the management activities recommended in this plan. Before administering a fee DHHL would need to make the initial upfront investment either in hiring staff to administer the fee or contract a third-party to administer the fee.

The actual fee schedule for entrance into South Point still needs to be determined. Feedback from the "Speak Out" that was conducted indicates that there is preference that beneficiaries should be charged at a lower rate than everyone else and that Hawai'i residents should be charged less than tourists. However, both logistical considerations for administering a staggered fee schedule as well as developing a business plan that projects future visitor demand and future operational and capital expenses need to occur before a final fee schedule is determined.

NEXT STEPS FOR SOUTH POINT RESOURCE MANAGEMENT PLAN
COMPLETION

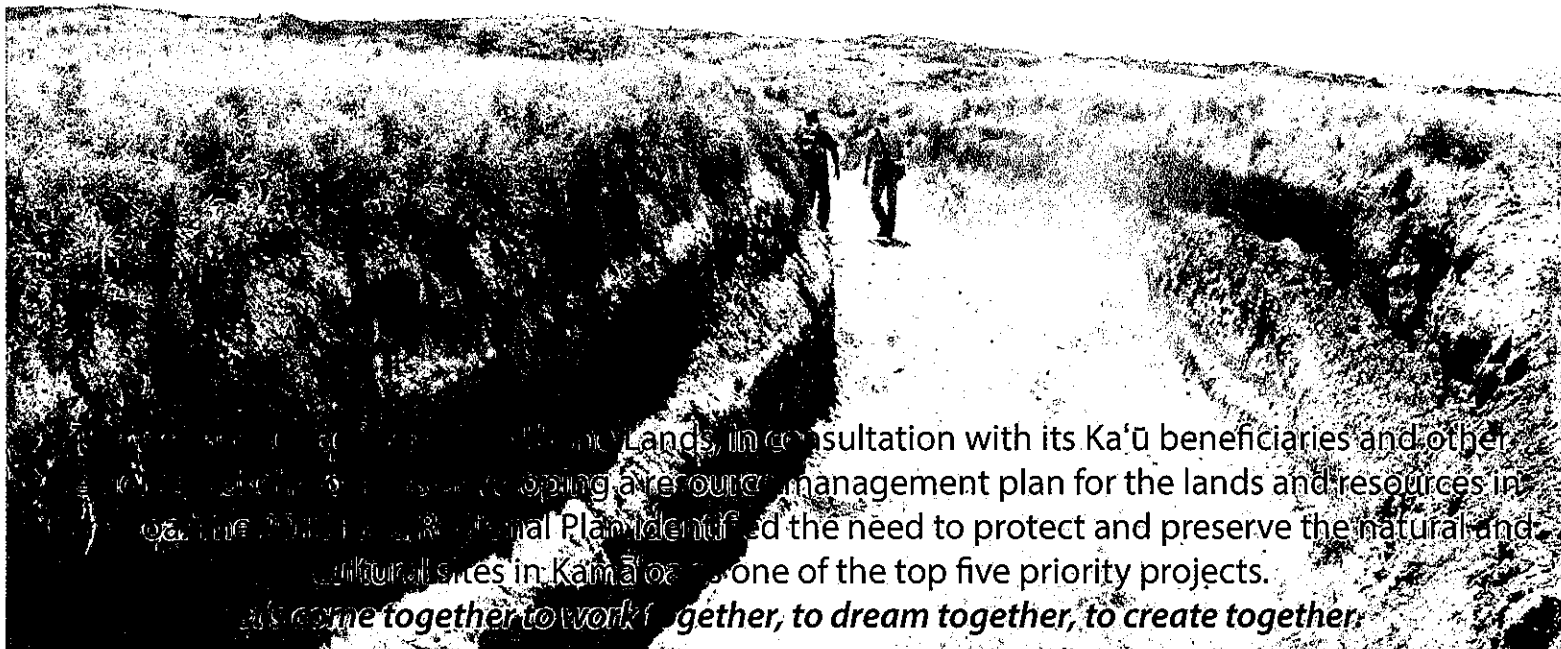
- Incorporate feedback and guidance from the HHC received today into the plan document;
- Complete a public review draft - March 2016;
- Conduct one or two more beneficiary consultation events on the Public Review Draft Management Plan - March or April or 2016;
- Submit beneficiary consultation report to the HHC on the Public Review Draft Management Plan - April or May 2016;
- HHC approval of final management plan - May or June 2016;

Recommended Action

For information only. No action required.

SOUTH POINT EXHIBIT "A"

RESOURCE MANAGEMENT PLAN



The Department of Hawaiian Home Lands, in consultation with its Ka'ū beneficiaries and other stakeholders, is developing a resource management plan for the lands and resources in Ka'ū. The Final Plan identified the need to protect and preserve the natural and cultural sites in Ka'ū as one of the top five priority projects.

Let's come together to work together, to dream together, to create together.

June
2015

August
2015

November
2015

February
2016

May
2016

ASSESSMENT REPORT

- Reviewed background information
- Initial site visit to observe existing conditions
- Compiled the Assessment Report based on existing background material and site visit observations

INITIAL STAKEHOLDERS CONSULTATION

- Small group, one-on-one, and community meetings with DHHL beneficiaries and other stakeholders in Ka'ū
- Develop the vision, values, goals, and broad strategies for the Resource Management Plan

PRELIMINARY DRAFT PLAN

- Identify resource management activities
- Develop implementation plan for short- and long-term
- Distribute Preliminary Draft Plan and meet with stakeholders for review

DRAFT PLAN

- Revise Preliminary Draft Plan based on DHHL beneficiary consultation
- Distribute Draft Plan to stakeholders for review
- Conduct beneficiary consultation meeting
- Present Draft Plan to the Hawaiian Homes Commission

FINAL PLAN

- Revise Draft Plan based on DHHL beneficiary consultation
- Compile Final Plan for Hawaiian Homes Commission Approval

Stakeholders Consultation

For further information please contact:



Andrew Choy
Department of Hawaiian Home Lands, Planning Office
Phone: (808) 620-9279
E-mail: Andrew.H.Choy@hawaii.gov



Gabrielle Sham
Townscape, Inc.
Phone: (808) 536-6999
E-mail: gabrielle@townscapeinc.com

ITEM G-2

EXHIBIT B

**SOUTH POINT
MANAGEMENT PLAN**

**OUTREACH
MEETING NOTES**



EXHIBIT "B"

COMMUNITY MEETING NOTES

SOUTH POINT RESOURCE MANAGEMENT PLAN

July 29, 2015

6:30 p.m. to 8:30 p.m.

Nā'ālehu Community Center

Attendance: Sixty participants signed in at the meeting. Please refer to the end of the meeting notes for a list of attendees. Several participants did not signed in.

DHHL Staff: Deputy William Aila, Kahana Albinio, Andrew Choy, Uncle Louis Hao, Kaleo Manuel

Consultants: Townscape, Inc.—Angela Faanunu, Gabrielle Sham, Bruce Tschuida

Purpose of this meeting:

The purpose of the meeting was to introduce the planning consultants selected to work on the South Point Resource Management Plan and to share with the community the planning process and schedule for the project.

The meeting began at 6:30 p.m.

Opening Pule:

Auntie Leolani Hao gave the opening prayer.

Welcoming and Introductions:

Mr. Kaleo Manuel welcomed the participants and thanked them for attending the meeting. He introduced the DHHL staff and consulting team.

Presentation

Mr. Manuel shared the agenda with the participants. He briefly described the purpose of the meeting. Mr. Andrew Choy provided an overview of the DHHL Planning System and shared that one of the priority projects identified from the Ka'ū Regional Plan was to protect and preserve the cultural sites and natural resources in Kamā'oa. Mr. Kahana Albinio presented the current DHHL Month-to Month Right of Entry Permits at DHHL and the other requests received for non-homestead use of DHHL Lands at South Point.

Mr. Bruce Tschuida provided a brief introduction of Townscape, Inc., an environmental and community planning company. Bruce shared examples of prior projects completed by

Townscape, Inc., including North Kohala Development Plan, Honu‘apo Resource Management Plan, and Wai‘anae Sustainable Communities Plan.

Ms. Gabrielle Sham shared the planning process and schedule for the project. The project will be completed within one year. An assessment report based on existing background material and site visit observations has already been completed. Townscape will start their initial stakeholder outreach process, which will begin with one-on-one and small group meetings. The stakeholder outreach process is very important and stakeholders are encouraged to participate in order to plan for the future of South Point. The Preliminary Draft Plan is tentatively scheduled to be completed by the end of this year. When it is completed, stakeholders will have an opportunity to provide comments and feedback. The Preliminary Draft Plan will be revised based on the DHHL beneficiary and stakeholder consultation. The Draft Plan will be distributed for stakeholders to review early next year and it will also be presented to the Hawaiian Homes Commission. After revising the Draft Plan based on beneficiary and stakeholder consultation, the Final Plan is expected to be completed by the end of May 2016. Upon completion, it will be presented to the Hawaiian Homes Commission for approval.

Ms. Sham explained that it is difficult to delineate a boundary line on a map as the “project area” for this project because there are many factors that affect the condition of resources that may not always conform to specific boundary lines. Therefore, in lieu of a map with boundary lines, special places at South Point have been identified. The Ka‘ū Regional Plan also identified these resources as needing special attention. Additional resources may be added to the map based on input from the consultation process.

A summary of the questions and comments is provided below. Responses provided by DHHL staff and consultants are provided in italics.

Planning Process

- Who are the “stakeholders” when referring to stakeholders’ consultation?
 - *DHHL has an obligation to serve its beneficiaries. Beneficiaries are given priority for stakeholders’ consultations, but other community members will also be consulted during the stakeholder outreach process. DHHL has a website and Facebook page where the public can access for more information.*
- Is this planning process only for people of Ka‘ū—or what about beneficiaries from other areas and other islands?
 - *Yes, “all” beneficiaries can be involved, but we will consult with Ka‘ū folks first.*
- Does DHHL already have a “vision”?
 - *No, the “vision” has to come from the stakeholders. We are starting the visioning process now.*
- What happened to the General Plan or Regional Plan. Why are we doing this plan?
 - *Both the General Plan and Regional Plan still exists, but it is very broad and not specific to South Point and does not state how things will be implemented.*
- Where is the money coming from? How much money is being spent on this project?

- *\$100,000 has been put aside for this planning process to allow everyone to participate.*
- The community needs to decide.
- Enough talk already. Where's the ACTION?
- This planning process is just going through the motions. We've been waiting too long! We want to see something done. We need help. We need a budget. Everything is eroded.
 - *The Planning Office at DHHL is constantly fighting to get money for budget. If we don't have a PLAN, then the Department cannot allocate any money for the Planning Office towards projects for South Point. If a fence is what we need in the short term to protect Palahemo, then we can get it done now. But hiring staff for on-site presence is a long term goal because we will need to find the budget for that.*

Infrastructure

- What about water for South Point? For the last 29 years, DHHL is still working on the water issue. We are still having the same discussion here. DHHL doesn't follow-up.
 - *Water needs to be addressed in the Plan. Without a Plan, DHHL cannot do anything. Therefore, it is important to create a plan that states what the community wants.*
- There are no restrooms, but lots of people visiting South Point
 - *We will need to find solutions for both the short- and long-term.*

Natural and Cultural Resources

- In 2013, the Ka'ū Hawaiian Homes Association submitted a request for curatorship to DHHL, but still haven't heard back from DHHL. How many other organizations applied for curatorship?
 - *The Ka'ū-Hawaiian Homes Association has been the only curator applicants. DHHL did respond in the past. The area is a historic site and is subject to many regulations that must be adhere to. The Department needs to know the details of what is being proposed and HOW it will be implemented.*
- If an archaeological study is needed, who will fund it? What is the cost?
 - *The Department can look into doing some short-term studies.*
- What about returning iwi kūpuna?
- It seems like the Department has no control. Legally, can the Department control access?
 - *Yes.*
- Fencing the area will destroy the beauty of the land.

Potential Solutions

- Controlled access is needed. An entry fee could be charged to generate income to pay for facilities and management. There needs to be a presence.
- Have a chance to have this place for our kids. We need educational programs. Let's save South Point!

- What are the boundaries for the DHHL parcel? We need to put up signs notifying the public that it is private property. We need to control access from the beginning of the road, at the entry point as they enter South Point. There are several access points into South Point. There is nothing there to stop anyone right now. It's just a ticking time bomb down there before something happens. We want to manage, but we need to have insurance to protect ourselves.
 - *South Point Road is a government road. Sections of the road are under the jurisdiction of the County of Hawai'i. If the community wants signs put up, we need to work with the community to see what kind of signs the community would want to put up. Signage can be used to share stories of the place to elevate the significance of the place.*
- Consider having one good paved road with access by path to cultural sites.
- The community is so divided. We need to get together. We have to be serious about this thing. We have to come together as one. It's a hard thing to come together. Is it for us or our kamali'i? We have to do something.
 - *The community needs to participate in this planning process.*

Participants were asked to share their "favorite personal memory and/or experience with South Point."

Responses included sharing memories of fishing at South Point. A participant shared "we spent a lot of our childhood at South Point. We're born and raised in Ka'u, a lot of childhood memories. We never had to put up fence. Our kūpuna taught us how to take care." Another participant commented that "there is a lot of heiau around the area. They told us to keep away from that. So we knew to keep away."

One individual described the place looking really beautiful and wished that "we could bring it back to that time." Uncle Eddie shared how he used to gather 'ōpae'ula before dawn from Palahemo because when the sun comes up, the 'ōpae'ula would hide at the bottom. The 'ōpae'ula was used as bait to catch 'opelu.

Another participant recalled pillars and stones around Palahemo that would restrict access. People were not allowed to swim in the pond before. But now the water at Palahemo is green and dirty.

The meeting was adjourned around 8:15 p.m.

Meeting Attendees (from sign in sheet)

Melvin Yokoyama (sp?)
Joseph A. Akiu Sr.
Joseph Akiu Jr.
Eugene K. Beck Sr.
Christine K. Beck
Hettie Rush
Kavelle Kamei
Clifford Kamei Jr.
Leolani Hao
Louis Hao
Nora Kaahiwinui-Lance
Don Lance
Jackie Kaluau
Moanekeale Freitas
Eddie Kuahiwinui
Dolly Kailiawa
Darlyne P. Vierra
Cynthia Baji
Mark McCoy
Lani Kekoa
Shelley Reyes
Greggory Rush
Clayton Tayamen
Ronald T. Kodani
Jeffrey Kekoa
Wade Baji
Maelene Kaapana
Cornlia Kuahiwinui
William Kekoa Jr.
Walter Wong Yuen
Donald Garo
Thomas Kaniko
Bea Kailiawa
Anna Cariaga
Mara Mulrooney
Charmaine Wong
Dave Kaawa
Tammy Kaawa
Talai Ke
Kama Dancil
Kathy Hashimoto
Paul Makuakane
Rudolph H. Kaupu
Janice Javar
Megan Javar
Jaron Garcia

Claudine Gomez
Gilbert Medeiros Jr.
Adrienne Kekoa Davis
Ross K. Esperon Sr.
Napualani Young (Office of Rep. Creagan)
Gary Davis
Blossoon F. DeSilva
Jamie M. Kawauchi
Daryl Kaluau
Corinna Kuahiwinui
Naviel K. Kaawa
Stephanie Tabbada
Dennis Santiago

DRAFT



SOUTH POINT RESOURCE MANAGEMENT PLAN

EXHIBIT "B"

Date: August 27, 2015
To: DHHL Planning Office
From: Townscape, Inc.
RE: South Point Resource Management Plan –Meeting with the Kuahiwinui ‘ohana

Participants: Eddie Kuahiwinui, Stella Kuahiwinui, Alfred, Danny, David, Trina, Rodney, Joseph, Gilbert “Bonnie” Medeiros, Jr, (and several others not listed)

Consultants: Angela Faanunu, Gabrielle Sham (Townscape, Inc.)

Purpose of this meeting: Vision for South Point; Short-term and long-term goals and strategies

Townscape staff met with the Kuahiwinui ‘ohana at South Point near the parking area from approximately 10 a.m. to 2:30 p.m.

Summary of discussion:

- The Kuahiwinui’s feels that they are “helping people” by what they are doing at South Point. A lot of the tourists are not prepared for the hike and want to be shuttled in. The Kuahiwinui’s believes that they have prevented a lot of injuries from occurring through shuttling people into Mahana Bay and, through their presence at South Point, have kept the area a safer place. A lot of tourists have experienced heat strokes, suffered injuries from hiking, and have been swept out to the ocean. The Kuahiwinui’s have helped rescued these tourists.
- The majority of the damage is caused by ATVs and dirt bike riders who come from all over the island, and it not because of the shuttling service.
- Some of the immediate actions include signage, putting in toilets, rock wall to protect Palahemo, and working with the rental companies to enforce no rental jeeps off-roading to Mahana Bay.
- All of the tourism industry is benefitting from South Point except from DHHL. There is a lot of potential to generate revenue from the tourists. Jobs are needed in Ka‘ū.
- DHHL is asking people to walk in to Mahana Bay, but if they get injured from the strenuous hike, DHHL is liable.
- Solutions:
 - Hire someone to monitor cars going in and out of South Point.
 - Designate one road to Mahana Bay.
- Long-term vision: Education center to teach Hawaiian culture and language; provide jobs for the community; make use of the existing foundation at the barracks.

The following information was shared during the meeting:

- What we want to do down here is keep it like this. It is going to be real hard. The issue here is a Ka'ū community issue. Whether we can come as one or we can break it up. We just need a safe and friendly environment down here for everyone. Don't want to stop anyone from using the land, for utilizing the land. This land has been open for years and years, for generations after generations. So we should always leave it open. And for the safety issue here is only to educate the people on what they can and shouldn't do.
- The main challenge that we see right here at is the health issue because we have no toilets. It is a health issue.
- Shuttling wasn't actually one service. But now as I remember since I was going to beach as a small kid with my dad in the back of the truck...we always picked up the tourist who needed one ride...there or also back. And at the end of the trip, they always use to award us with money. There wasn't one shuttling issue but it is the same principle...so this is nothing new. This has been going on for the last 50 to 60 years...that's why the tourist came back more and more, until they had a problem with a bunch of people who use to squat on this land...that use to get rid of the tourist and also the locals that born and raise here. That's why I say friendly, safe environment for everybody is very important and also the health.
- There's no legal toilets except for the one at South Point...that's the only legal one. And those two toilet have been paid by a group called O Ka'ū kakou...My friend Dwayne is the president of the group...he's the man that put it there. We had two of them down here 11 years ago...we had to take it out because somebody from our community wrote to Hawaiian Homes department saying that you know what the toilet is bad down there because that toilet will draw the tourist to come.
- When the shuttling started to take off...we know it is illegal, we even have the sheriff's come down and tell us no no, then after a while they probably got tired. Then we get a group of 10 or 12 of us right now...so what we doing, we trying to take the tourists out and be safe and also there's a lot of tourists that wanna hike out there...not knowing take water and wear the right shoes...the tourist...they pass out on the side...so when we there, we help 'em...pick 'em up, lot of people get injuries going out there...that's what we doing here...and of course the extra money we get...as simple as that...cuz I'm a fisherman...so when our water is rough, I wanna make some extra cash...I come here.
- It's simple...people in Ka'ū don't have no jobs...simple as that...bottomline.
- My nephew here had to carry the lady up...so a lot of people pass out...so we here actually help the tourist and also since we been here for the past 5...6 years, there was no report of vandalism...see this place, after we get few people not squatters but just camping down here...so people here they watching so there's no vandals. I use to have my boat right here...go back home and come back here in the morning and about 10 of my ahi gone cuz nobody was watching here.
- I came in fishing one day on my anniversary...they steal my truck...no more my trailer, was hooked up to my truck...my truck gone...but now no more this issue...get us down here...and it's good for us to be down here too because we educate the tourist cuz lot of them don't know where they are going...and if we not here, the ones that really going out and hike that's making all pilau the land. You bring them in...the ones we bring in, they don't shit in places cuz they not out there for an hour hike...an hour hike, they'll take a leak or whatever. They come with us, they no do that because we bring them here. We

send them right to the toilets. I see our own local people not actually from Ka'ū, but from around the island...that's the one that come here and wreck this place...and when I go up and approach them...the first thing they like is fight...but you only educating them to let them know that they damaging the land and they go with their 4-wheeler and stay in one place on the road...it's not the shuttlers going back and forth...it's the people that come on Labor Day weekend, Memorial weekend...they trash this is one day that would take guys two to three years to do the damage that they doing in one day, one weekend...and us, we educate them...you approach them at the right way...some of them do, but the main ones that don't is the younger kids...maybe in the 18 or 19 years old...they come over here....and where's the backup from the Hawaii police department to take care of us and the land down here...not just taking side for his daughter's boyfriend...we down here to take care of everybody and to take care of the land.

- All holidays...all weekends...ATV, big tires.
- People from all over the globe coming here...so it's a lot of people.
- And us, we never advertise. Hawaiiigovernment.com...that's one that advertise Green Sand Beach...we never advertise at all.
- I came down here...and a lot of people approach me. They crying for ride to go in...and with my knowledge and my heart and my aloha...I always give people a lot. I help people in and I help people out...and they give me something...they give me all kine slippahs...all kine things... I'm just there fo' help people...that's how we start and eventually I feel good about myself and I feel good about helping people. Here to help people...I give a lot...I also give people free water. I go out there...that's why I carry two case water in my car...I go out there I see people need water...I give them... People dehydrated...I come across people dehydrated and they actually stay in the middle of property and they no way out...so I go in...give them water and I carry them out. So number one my concern goes for people and then I feel people old age. People old age 86 years...walk all the way in...the sun was going down....a family approach me...I bought them all out safely. People take a lot of pictures as they walking in....fall down and there face all mango...from there straight to EA...and also people jump off the cliff, people get hurt and they call the ambulance...the ambulance come down here, they cannot go in...guess who take them in? I take them in. I drive them all the way in...free. I just helping people out and just aloha everybody...people broke leg...I drive them out...people with dehydration...bad dehydration...I mean they drink this water, they don't know this is water and old age. They not prepared because the brochure showing the wrong different miles...so when they come, they are blown away.
- In fact three months ago....one lady went climbed down the step ladder...jump off the cliff...and then she was hanging on the ladder...drowning...had the big wave that day. I was in my truck and I heard somebody calling the ambulance... she was hanging on the ladder and was swinging her in and out...I just get her attention....hey ma'am let the ladder go...and come around the point...and come to just where she can swim up and which she did...the water just brought her up...so it's like so been saved. If I never go approach her and waiting for the ambulance, she would been dead....People get stuck over here, we help them...we help as much as we can. The Hawaiian homelands benefit from all these little things...it's not little...it's helping people.
- We help people with strokes and injuries...The ambulance used to come down here...they no can go in...we gotta go get them for them and bring them out for them. Since we've been here...nobody been breaking in...so we kinda went control that too.

- A lot of time when get the high surf...the ones we bring in, we educate them to stay out of the water and the ones do get into trouble.... That's the one that just walk in cuz Hawaiian homes said they can just walk right...a lot of them walking out there...we get out there...we risk our lives jump in the high surf pull them in and I saved probably...just last month alone I saved 2 local girls from Hilo and 2 other tourists that hiked in on their own...even though we tell them to stay out of the water cuz we know the current is strong...they don't listen...they swim...we know the sets coming in...then I go on my boogie board...I bring them in with my boogie board and I had to come up on the rocks because the waves were so big already. I swim to the rocks and managed to get myself in...down at Mahana...right in the bay.
- The sheriff told me I could not do it anymore...I stop for maybe a few months but then why I came back was because I felt like I was being discriminated because I live on Hawaiian homes...my wife guys got their homestead right next to Boonie...and I see this tourist van every evening and I reported it to Hawaiian homes and we asked the guy how much they charging and the guy charging more dollars...I told the sheriff what is the difference between us taking the tourist from here to the Green Sand Beach and these tourists driving in past Hawaiian homes...all the signs every evening...you times that everyday...he's down here everyday...what is the difference between us and him?...that he takes for a sunset picture everyday...no more difference besides he gets all his insurance and whatever...we willing to do whatever that, but Hawaiian homes not allowing us to be legal...we willing to even give them the share...just tell us what is your guys share...we willing to work with you guys. We not rebels down here trying to hide from everybody...we just trying to help out the tourists...tourism is everything now these days...economy.
- I remember when I use to come here...get plenty cars all broke in...bags all over...and back then...get some naughty boys around. But they wen control them a little bit...with us down there, they kind of stay away because get everybody watching...which is a plus for the tourist...kind of like watch eye for down here...and the bad ones don't come down with us here.
- Ka'ū association is more concerned about the burial site and also the ground from here to mahana beach... they wanna be caretakers of the 700 acres but the Department of Hawaiian Home Lands will not give it to them...The reason for that..when you become a caretaker...you got the hammer...You can tell people where to come and where people cannot come...and that's not going to be fair because the association is going to get everything...and in every association I've seen come and go all through my life, just a handful gonna benefit....so if this is one community thing, lets get all the hands together.
- We are willing to go over there and do 'em...we waiting over here...we willing to spend our time and donate our time and put whatever we gotta put over there. I did it when I was small kid, my dad, Sam Kuluna and all the old timers, they did the rock wall right around the light house, all the way to the blowhole. We was kids, we used to do all the fillers in the middle....fill up the wheelbarrel on our summertime and I told Aila...we willing to protect that area...but oh wait...the more we wait, the more things is going to happen because more people is coming through this place. We gotta do it now, not later. The Hawaiians used to put rock wall...we get all the rocks down here....all from the lava flow. Use the rock to protect the area...it's only simple. We willing to put our labor and time out there with no payment."

- When I was kid growing up here, I would use to come down here with my mom to fish...my uncle guys, everybody would come fishing down here...and to see people coming and ripping it with their 4 wheelers...you go there and scold them...maybe they stop for one hour...you go in...you go out...you see them at the same place...all dust, big dust...and for us, you see the land all beautiful and now you see these dirt bikes coming in here and think they own this place...that no can. There's a system too where you can **have somebody before the gate...and just record what car is coming in here...okay, I get your license plate number...no need shut the place down. Just record who is in here. I see you damaging the land...I writing you up...but keep 'em natural...leabe it natural. You start educating the people...the people going to start learning.**
- People come from the outside. When it rains, we going mudball. Toyota trucks
- We slowing them down...we not saying we stopping them, but we see one tremendous slowdown by educating them.
- Pay somebody...have him sit there and record...who's coming in and out...if you get something like that cuz when we was Kahuku Beach...you sign up and record everybody going in...no need gate...gotta keep the place how it is... leave it like old style how it used to be cuz you start locking this and locking that...you going to create more problem for everybody else.
- South Point was never like this. One road in, one road out...only one and the land was never like this. Green Sand when you go out....first time I seen green sand, you can't even imagine the color. But there was only one road going out to Green Sands...in and out....that's all it was. The land was pretty much flat...until all these young kids raised hell the land...dig up this...dig up that, pukas here, pukas there, stones thrown all around.
- Its not only people from here...there's people from all over renting jeeps that's going in there....and before this, nobody knew where South Point was...nobody...until not too many years ago. Renting jeeps. I lived here for a long time and I see the beauty of this land. This land was all open, all cattle grazing, was really nice...the cattle actually keep the land real nice. You see all those kiawe trees....all those kiawe trees should be cut already...too many.
- When you get that big super rain.....nothing will hold it down. The kiawe tree get all kine throne...you can't even see the shoreline....that tree gotta be taken down. Plus at the **splitoff over there...like what everybody say...monitor who is coming and who's going out.**
- Even the road wasn't paved...was very simple coming down...many years back when they paved them...made them even more worse I think.
- Where is the Hawaiian trail?...that's how it should be...that one road. Its simple...just fence off for the one road.
- Even for one day when Aila guys was here...you in the department we telling you, go stop that guy with the dirt bike...none of them went go stop 'em. We doing their job for them...basically what we doing.
- It's like a small firecracker down here. For me, simple, fence this off like the ranch...and basically you done. Look at the ranches...how many years they've been keeping people out and the ranch is all beautiful here.
- Look at that tourist van that just passed by...why they discriminating us...when these big dogs making triple the times?...and German groups come...these vans...lot of people.
- Need to stop the rentals first.

- Even DLNR call us to enforce these guys...it ain't going to benefit us....all DLNR going do is just log it down. They can't do nothing...they cannot do nothing to the van...the only time you can do anything is you put one gate out there and stop everybody from coming in and that's a legal issue.
- From the beginning....I'm going to tell you I'm against putting up any gate...because you keeping the people out. The people is us.
- Get way more people going down to Ka'alu'alu Bay...that road is even more worse and that's Hawaiian homes road. And you go down there...all bust up.
- Each individual should take care of the 'āina...love the 'āina. Too much of this going one. The land was here first.
- Enforcement is an issue. They only get four in the whole State. **education**
- Each individual should take care of the 'āina...love the 'āina. Too much of this going one.
- We don't have the authority to stop the rentals.
- Right now in the community, some folks are looking at us...that we are the ones damaging the road. But as you can see how many jeeps are going in, which the rental companies are saying...giving them permission to go drive in there. Hawaiian homes need to talk with the rental companies. I was told that by some of the tourists that were charging more for you to rent to go to certain places...and Green Sands is one of them.
- The rental jeep is going backfire on us...stop the tourists....stop our payroll.
- Hawaiian homes rather have the people walk in then take the ride in...and most of the injuries that have been occurring here was from the people that went walk to the beach that got knocked from the beach from the waves...all the injuries came from the ones that went walk....break the ankle. If Hawaiian homes don't want us to do it...we don't they do it themselves and hire us be their workers.
- Lot of buildings over here...build up this place later on. There are about 50 buildings here that we could make good use for the Hawaiian community...use for education, pavilion...hawaiian people come to relax. Even for camping...make it look Hawaiian. This can all be good use for the Hawaiian people.
- We like bring back our hawaiian language because they took away our Hawaiian language...because when I was in my senior year...they taking it out and teaching out kids to speak in Spanish. Get one kupuna and teach them how to make leis like how we used to make before... lauahala hats, kukui nuts...
- Look at Miloli'i, they get their canoe club, they get their education center...they get lot of people working together.
- Maintain one road...stay on one road...but you gotta remember this wind is 40 knots 24/7...but you make it too nice then you get more people
- Beautiful hand grenade I found...but no live amo inside
- You know what they should protect....I think they should protect all these barracks. Try look in all these barracks...bet you get part of the Hawaiian bones and all the coral in there...I think part of my ancestors are all inside of these barracks...you can see all inside the barracks the shells....one guy told me get Hawaiian bones inside one of the barracks...they went pump all the sand from there to make these barracks.
- The kupuna can come down...little buildings for them. And bring back the education and the language for our kids. There's a lot of opportunities you can make jobs. And the people that come here will create the money for them. Make job for them so they don't

have to drive to Kona...spend 2 hours driving in the traffic. Our kids born and raised here. They would love to just be working here and go down to the beach and not gotta work Saturday and Sunday just to make it happen, and if they can just save their expense on their cars and also buy gas and buy a property over here instead of trying to buy a property in Kona which is over \$200,000...\$80 to \$100 in gas expenses and car repairs, that can go for them to pay for their own mortgage on a house or just vacant land...they don't have to travel...get lot of opportunity down here...not just our kids can benefit, but lots of Hawaiian kids that just love Ka'ū can benefit as well and even outside Hawaiians from Hilo, Waimea, they get ties to South Point, they can benefit too...not only us....it's gonna be a benefit for ALL Hawaiian people.

- For me, I get one son...my oldest son who like to go Kamehameha Schools, but because he no can pass the test, it disqualify him from going to Kamehameha Schools...so something like that where he can come down and learn...as a public school come down they teach them...he would love that...cuz he all in...cuz he like the Hawaiian culture. Like Discovery Harbor, get one charter school.
- That's why I think a lot of the kids nowadays lost their respect for the land and for the adults, for the kupuna...it's because they already lose them in school...when we was growing up, we learn how to take care of the land. Our kupuna went teach us how to make things, how to do the medicines...what medicines for what. So as you growing up, you learn...your kupuna teaching you this...now you no more this in school, they just teaching you speak Spanish, speak this, do this...they losing their heritage from the beginning as growing up. If they could relearn that, then we wouldn't have this problem what we having now because they were taught by their parents, grandparents how to take care of the land. Now you no more of that (Hawaiian culture) in the school...you losing that. Cuz they coming down to this place, you remember what we learn in school, you remember what are grandparents went teach us, no do this, not touch that rock...they losing all that...we need to bring that back in education. Education starts from teaching the keiki from young. That gonna make this place better.
- They [tourists] willing to come and pay. They can pay for the instructor for the kids. The tourists love Hawaiian language and love the local style and we can benefit from them...we can benefit from them 100 perfect.
- Like my son...he like the Hawaiian stuff, but no more even Hawaiian culture inside school...they only teach you Spanish or Korean you gotta take up.
- They like to learn the Hawaiian language...not just the Hawaiian language, but the cooking, you listen to tourist...eh, where is the best luau. They like learn about how you make your poke, all that kind stuff. So all that kind stuff can combine together whoever get interest and maybe can share with them.
- We get lot of Hawaiians that can benefit from them...you wanna be the teacher for this classroom, you do this....you wanna teach the kids how to fish, this is your department...if wanna go tourism and show them mahana bay, you teach them that. Hawaiian luau, imu a pig for them....plenty potential. People like see the real Hawaiian luau. Hawaiian homes benefit, everyone benefit... They no need drive to Waikaloa, we do them right here.
- Challenges to do something like that...cannot have too much jealous Hawaiians...learn to work together and respect each other. Need to have trust...get to trust each other.

- More immediate actions: control the jeeps...we trying tell them to read the signs...signage...the damage is people don't know where to drive. Just one road...too much and that is where the problem is.
- There's a trail where people always walk...you can see it already.
- The main thing with people walking in...the German people walk in and making big money and Hawaiian homes not getting money...they getting big bucks.
- If we can make the road closer to the beach, so they not walking all over the land...and not gonna be one fire hazard for the ranchers. Would have time...safe for the ranchers, already had that road...put in by the military for the security.
- From here all the way to Mahana Bay, people be going higher up...so get more scar on the land already...we get about 8 or 9 roads now...when they fence the top piece...that's when...fencing that...had road already...they seen they no like drive over all that bust up part...and they went drive up and started following the fence line...then the other tourist tell them we heard you follow the fence line...that's a good road...so everybody started going all over maybe a good thing the ranchers can come further down...maybe fence a little bit more lower...ranchers get more acreage to raise cattle...and the ranchers going help maintain too...they can help educate and let them know what's happening too. Fence 100-300 feet up from the shoreline and you gonna really control the traffic out there.
- Same thing like down there...they should fence the area and give someone the lease over here...and let the cattle go take care of the land...rancher would real fast out up his fence.
- Palahemo: there used to be a stone wall around Palahemo...that was to let the military people to know. But people steal the rock. The reason why they put a stone wall because of erosion...the salt water erode the wire fence. Stone wall looks more natural. About 3 feet up...the higher you go, the more wider you gotta go...a nice fence around Palahemo.
- Meaning of Palahemo:
 - Opala you don't want 'em dirty. You grab the opala and taking out the rubbish...you gotta be clean.
 - When the ladies can go there...pala is like when you get clothes on and you hemo you clothes off...only ladies could go over there and take a bath.
- Green from that big earthquake we had. Ever since the big earthquake...I used to jump in all the time, but now pau after...all green.
- Palahemo...we fishermen...so my dad...say a lot of time we go outside and feed opelu...the opelu gonna feed...so when you go catch the ula opae...before the sun come up...they all around the pond...you go look...before the sun come up...they all red around here...mosquito nets to scoop it out...throw it in a bucket...so we go out for opelu.
- When I was kid, I used to always swim inside. But my mother guys use to tell me...eh the red dirt...wash your guys feet off before you guys jump inside. We don't just go jump out the car...and go jump inside...kinda like it was one sacred hole and then my mother wouldn't let us jump inside two at a time...used to have the legend...and when we small kids the kupuna would tell us the same thing...we had kupuna grace and we had kupuna akamu told us the history before.... no jump inside if get two twin brother or two twin sister, you don't jump in together because one of you not gonna come back out. So even when we was growing up...we was kinda scared...so we just jump one by one...that's

one legend we went respect growing up. For us, it was always one sacred hole...it was clean before. But now, you don't know what get in there anymore...the time from the earthquake...I noticed was green already....5 or 6 years ago...maybe more...the water wasn't circulating anymore.

- They should do something about the lighthouse...or the light beacon. People just camping and putting tents over the heiau...that heiau is very important way back...somebody gotta stop those campers, mostly from hilo...get one guy Kahana telling the fishermen that he own the property down there. But over there, it dirty...they not keeping that place clean...we should protect that too...that's where the Polynesians landed...right there at South Point and they made all that holes in there for tie their canoes...so that's one of the main places that should be protected because that is where they first step foot on the land...right at that point over there.
- Best way is rock wall for pu'u ali'i....fence is just going get eroded...you just wasting your time, spinning your wheels. People wanna put post and rope around there....but no can dig in there.
- 3 or 4 months ago...somebody was sailing out...he knew somebody out there...he call one of the fisherman and saved the guy...he was ready for drown. One the tourists came talk to me...went down there...and saved the guys life. Community benefit...everyone benefit...always one eye around.
- Lot of positive...seems like people think just negative, but get lot of positive down here too.
- Get all those books...Lonely Planet for the Europeans...that's one mislead a lot of the tourist...hey, it's only 1.5 miles...they go out there...cannot make 'em...heat stroke...and then Hawaii reviews is the other one that advertise to come down.
- This is kinda like the tricky part...you get all these trees...everyone think get lot of shade...like walking in a park...but when you get down to the ocean and a quarter of the ways...it kinda is like a desert...so and then they get stuck.

- Hawaiian homes is even more worse liable because they say you can walk...if someone is to die...you gave us permission to walk and didn't educate us that is was going to be this bad the hike...You put it in the book that you can walk...you cannot catch a ride....actually that's why they get the sign...enter at your own risk...to protect Hawaiian homes. Not to stop locals, but to protect them.
- Signs:
 - Slow down the rentals
 - Green sand: no climbing and jumping on the cliff; no graffiti on the walls; no taking our sand
 - Certain areas this is a kapu area.
 - Boat ramp: slippery
 - Strong current
 - Dust off your feet before you leave.
- That's one good thing when we take them in...they not taking the sand. If they walking out there...they gonna steal 'em. They with with...we tell them...no. We say don't take

the sand...cuz you gonna get bad karma. The people we bring in....they respect more than the ones walking out there and doing their own thing.

- Back then the sand just green...but now, all mix.
- When the wind strong, somebody open their door...and just suck 'em...so a lot of people drive and that's probably they open their door and the wind just suck 'em right out.
- Who is responsible and liable for the boat ramp? Ramp always get limu, I see a lot of people fall down. Bozo Kahele had to go hospital. Over there is one place to put a sign: "Slippery, don't walk"
- I would be willing to pay out of pocket to put sign if we get the OK from the department. We down here...we can do it.
- This is where we grew up. There is our backyard.
- This is our foundation. For me, I never did leave the Hawaiian islands...I never go to the mainland cuz no reason why...I happy over here. I content here.
- For me, it's more for my kids. They going to have to go through whatever this plan and the struggle...sometime I think we should have the kids mana'o in here too and they the ones living in here...not just the kupuna but have the kids involved. Get one survey...What do you kids think about this place?
- The old days...we used to do a lot of camping...that's why the family always together. Before you can camp like a whole week...but it's different now.
- Even down there by the boat ramp get so much rubbish....one summer...me and my wife and my kids...haul out all that rubbish...three truck loads of rubbish. We cut, clean lawn mow...we put that outhouse down there cuz people pissing and shitting everywhere...so I went dig one hole and just so the families that come down...they get some place for use the lua...cuz it was bad before...had tampons and maxi pads all over. I just teach my kids...you just gotta take care no matter whose rubbish it is.
- There's plenty barracks here...get all natural cesspool...all you need is water and one toilet. There's a main cesspool here for all the barracks here.
- People think we making millions or something...just enough for us to put food on the table.
- We die hard workers...not collecting from the state...native Hawaiians trying to be self-sufficient on their land.
- Darlyne Vierra come down dry fish on the rock...old school...on the lava rock.
- Before they used to race bikes in here.
- You gotta be here by 8 o'clock...we get chips and you pull a number....then it's your turn....so it's fair...before it used be whoever first to get here, you go first. We say maximum ten. We have some drinks at the stand...water and Gatorade. We had 13 today.
- Immediate concerns: bathrooms, signs
- We bring a lot of people that walk in and cannot walk out...so we cannot carry them out for 3 miles...
- When the wind is really strong...the wind pick up all the sand in their eyes...another time...a little girl was stung with jelly fish....but from that time on I carry vinegar and first aid kit in my car...just helping people.
- Makuakana ladies selling from parking lot.
- Open it 'em for all the Hawaiians....there's a lot of Hawaiians out there who have their own vision that they can just utilize the land...everyone can benefit.

- All this dry cement...you can dry coffee...the coffee industry is big and booming...maybe the farmers need help...dry patch area...and they can pay the Hawaiian homes for renting the spots...1st drying is this sun drying.
- Church...education center...kupuna can teach...Hawaiian history.
- The Hawaiian homes are barely benefitting from the ranchers...the lease that they pay...it's peanuts...the Hawaiian homes is barely benefit...but here...the Hawaiian homes can benefit a lot...in time...whatever revenue we make...we can give 'em back.
- ATVs....the only place they could tear it up is right here at South Point...wasn't managed by nobody...they feel free to ride where they like....before only get one to two roads...all in the last 10 years when ATVs became a fad.
- For us...we always hunted on the land...we always hunted for our food... we catch pig...make smoke meat...but now the ranchers up there stopping us.
- Percy Lum was the big lease holder for all this area. Cattle all crossing the road....no get fence.



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SOUTH POINT RESOURCE MANAGEMENT PLAN

EXHIBIT "B"

Date: August 27, 2015
To: DHHL Planning Office
From: Townscape, Inc.
RE: South Point Resource Management Plan –Meeting with KHHA

Participants: Jeffrey Kekoa, Jackie Kaluau, Janice Javar, Donna Kekoa, Trini Marques, Lani Kekoa, Adrienne Kekoa, Cynthia Lani Kekoa, Dean Kaniho, Jeanette Kaniho (and several others not listed)

DHHL Staff: Andrew Choy

Consultants: Angela Faanunu, Gabrielle Sham (Townscape, Inc.)

Purpose of this meeting: Vision for South Point; Short-term and long-term goals and strategies

Townscape staff met with the Ka'ū Hawaiian Homestead Association (KHHA) at the Nā'ālehu Community Center from approximately 6:30 p.m. to 8:45 p.m.

Summary of discussion:

- DHHL has been planning and planning for years, but no results. The community has been expressing the same issues and concerns for the past 30 years from meetings to meetings and nothing has been done. The community wants to see action NOW and not in the next 20 years.
- There are a lot of things happening down at South Point (ATVs, dirt bikes, shuttling tourists, camping). DHHL needs to take immediate action. They have no control of South Point.
- DHHL needs to show presence at South Point. Enforcement is needed and DHHL needs to be consistent regarding what they will and will not allow at South Point.
- The illegal shuttling service is out of control and should not be permitted on DHHL land. DHHL will be held liable if people get injured from the shuttling service that is occurring at South Point.
- The land needs to heal after all these years of damage.
- Everyone knows about Green Sand Beach. It is being advertised everywhere. The tourism industry needs to be controlled. Everyone else is making money except for DHHL. Tourists are renting jeeps and driving to Green Sand Beach even though it is not allowed in the rental agreement. DHHL needs to contact the hotels, car rentals, bus companies, and others in the tourism industry to inform and educate them about South Point.
- Immediate Action:
 - Contact AG's office to see if the community can legally block the road and if the media can be involved to bring more exposure to this issue.

- Close off the entrance.
- The Department is the solution. There needs to be more control.
- Stop anything with two wheels.
- Future Action:
 - Charge per car entering into South Point. Look at Haunama Bay as a model.
 - KHHA wants to put together handouts and pass it out to people camping there to education people about South Point.
 - One good road to shuttle everyone.
 - Have guided tours. People can walk in if they really want to see Green Sand Beach. Put in rest stations for people.
 - Bring back the 2-week camp programs where kids could learn Hawaiian chanting, crafts such as lauhala, games, and hula. The Viernes 'ohana used to run that program.
- Vision: An interpretative center to perpetuate the Hawaiian culture; a place where kūpuna, keiki, and tourists can teach and learn Hawaiian culture and language. Generate a source of revenue that can go back to the Association to support the protection and preservation efforts of the land and resources.

The following information was shared during the meeting:

- Big difference from when we were little.
- There were fishing holes for the hoist...you could go down and swim.
- When we were growing up...more fishing and kakau like that...and catch crab.
- Now everything is for money. Money is more important.
- Due to erosion and a lot of people, the land gets damaged. There was only one road when we were growing up...in and out...that's it. It was no right road, left road, high road, low road... you don't know where to go cuz there's too much roads...it's from ATVs, from motorcycles, and trucks...a lot of those people coming from the outside.
- The 3-day weekend...you are going see all the traffic come....starting early Friday morning or Thursday...see all the truck with their trailers and ATVs and motorcycles...and it's not the people from here...it's from all over.
- And Green Sand is the biggest play in this...everybody wants to go see Green Sand...how you gonna run away from that one when they get advertisement...newspaper, TVs, all the hotels they advertise all that for tourists....Facebook, Instagram....and jump off the pali to make a video.
- I work hospital...need to do something cuz I've seen a lot of patients come in and go out. I can tell already...I ask them the first thing... 'Where you went? South Point?' ...yah...you jump over?
- When he [Valerie] got terminated...not sure what was the cause of the termination...everything went downhill...that's why I talked to Jeff about putting up some good signs about Kalae...with that, we also need to put the violations down. We

need to have it up by Tommy's house when we first enter that area and we need to have one by the old signage way down in the bottom...so people cannot say... 'hey, I never see the sign'... You gonna see two signs when you enter DHHL property.

- If we can get water, we can get more Hawaiians back on the land...whoever is on the pastoral lease.
- We've been waiting a long time already....maybe in my grandson's lifetime...but not in my lifetime.
- Just close it. Close off the beach....if you wanna see Mahana Bay...you walk.
- There's a beach up in Oceanview area...It's a managed beach. They have gates...and you need permission...and you have to sign all these forms just to go in...and a limited amount of people are allowed....that's why it's a nice beach...a clean beach...why couldn't we do something with South Point?...just to get it back to what it was and then open it back up...but South Point has too many entrances. If they close one, something else is available. And everybody they know the entrances...they'll get in somehow...to me, just shut down the beach...keep everybody out. Just manage it somehow...It seems drastic...but it really isn't.
- Put the fence up...if they wanna go in...walk in. No driving.
- And if you talk to certain people...they are going to tell you...no one wants to close it...but is the recourse to just save that place. It is a disaster.
- Hawaiian Home Lands is not managing [South Point] very well.
- Honolulu...don't tell have the program where they shut down beaches to let the fish...Haunama Bay. Even Waikiki they close fishing certain time every other year....
- And if you can stop the traffic in...anything with two wheels...if they stop that and let them walk in...just by helping to get control on what is happening down there.
- The only to get control is something like that....and then you can start doing the management of that area.
- We need to heal the land. The land needs healing after all these years of damage. It needs healing...and you gotta start somewhere.
- When we were young, we were always against blocking the road...and then now we get older...you see the impact and the negative impact coming into the area. It is one of the solution you can put in...just slow everything down where you can start controlling and then open it up later on. Restrict them better.
- How much is the Department willing to get involved with this though? It's another meeting to another meeting and another meeting...and we never resolve nothing for the last 10 years. It's not new...it's getting old already. It's getting really frustrating....frustrating this. This has been going on and on and on...the same thing.
- The last few years...it has been getting more worse real fast. It's escalating faster.
- One of the Roberts bus was down there this week...a big bus with people from New Zealand...they just going wreck the road with the heavy weight going down.

- Immediate: Close the shoreline. Close the entrance to Green Sand. You're going to have to put somebody down there. You gotta show presence down there. The pavement...the paved road that goes right to the barracks...fence all of that pavement...nobody goes below the pavement. That anything with a wheel away...with foot traffic...you can't do that much damage. Right at the "Y".
- Media hasn't gotten a hold of it. We keep waiting for something to come out in West Hawaii. If you shut it down...it'll come out cuz the tourists and tour companies will complain.
- I think...prior to getting this thing...you bring the media in now. Let them know what is going on, what's occurred in the last 10 to 15 years...and where we at now. If you bring the news article, this spread nationwide and the problems would be heard outside of our district. Right now, everything that is happening is only within our district. Nobody is hearing this outside of our district. People that is coming from the outside is the tourist. Bring Maleka Lincoln in. I wanna see what the Governor going do. I think the Governor gotta jump into this.
- Use guardrail.
- This is another meeting that is going to lead on to another meeting. 5 years already...and we still sit at the same place...nowhere. We are the last of the 30 years down there. I'm one of the homesteaders and it's not like Linda guys never know or Kahana guys never know...it was all brought up already. It's 30 years later and are still at the same place...nothing. And until know...it's spoken already. We are the lost ones.
- You go down there now and it's trashed...there are no toilets. There's a big need for them...but putting toilets in...would that give them the OK?... or should we just block it off?...Put it by the gates? If you are closing it down...then would you still put toilets there?
- If you are going to do it...do it. Don't talk about it. Pull in...put up the barricades and be done with it.
- Kahuku Beach...they pay to go in. If they want, they go. If they going to charge them...good. Keep the money and put the money to fix the place. Put the money back to fix the land. Stop it, block it off, make it foot traffic.
- Lets get it closed first.
- Kalaupana is like that...you can't go unless you from there.
- They found some of the oldest human remains down there. Some of the first Hawaiians landed in Ka'ū. It's kinda of real important history down there and have guys not know about it...to drive over it. It's a good thing we can teach people by signage. There's Hawaiian villages down there.
- One time there was a Hawaiian group that did the dancing down there. I know it was about 15 years ago but the grant money ran out, but they had it cleaned up but people were signing to go look. It was a nonprofit. They were teaching hula. You gotta get control of it first...but down there would be one good cultural educational place. It's

where the Hawaiians first landed. You can probably do it just in the Ka Lae area and generate revenue and the tourists like walking and learning about something about Hawaiian culture.

- Will that historic landmark be significant enough to say...walking only.
- And Green Sand is only one of two I know of in the world...one is in Guam and one is here. So lets just keep wearing away the cliffs...and you should see how much green sands each up at the restrooms at Punalu'u Bakery.
- Even just controlling the tourists would be one good fix...cuz the hotel is making money...the tourist industry is making money [at the natives expense]...the guys that = get their private tour vans....sometimes one dozen at a time. They all making money. Somehow we can control that by reaching out to them and telling them you guys making money but you guys not helping correct down there...educate them. Try google green sand tour Hawaii...180 bucks from Kona and from Hilo. They making money...180 bucks a person...all of that is revenue that if Hawaiian Homes could control it or get something out of that...then the money can go for hiring somebody to be the manager down there or the enforcer...the one writing down the license plate of people screwing up down there. That's what Hawaiian Homes is worried about...they no more money and they ain't going to let us go down there and not generate funds. They ain't going to give money just for preserve land...they all economic development.
- First we close it down...then we start developing it...fixing it so it's done correctly. First we need help stopping the damaging that's being done...then we come back in....with the culture...the hula dancing. You can probably work with the colleges...Hawaiian study groups...you can probably work with Hawaiian non-profit groups that willing to help...OHA maybe. Even the tourism industry get money...the Tourism Authority get money probably give to the non-profit to do the cultural stuff. Just charge per car...what they doing down there...they parking cars and making money.
- Put one good road in and shuttle them in and out...not all over and killing everything...and then go back to the State and cleaning it up and developing it...we are not against it...we just wanna save the natural being of what is down there because I've been here since 1983...it's disastrous.
- That's a good way to generate revenue too...taxing the tourists.
- Basically the Department gotta stand with us...that's the failure with the Department...that's what I told Kaleo that day...you gotta take control...the Department fails all that time...they push you forward, but when you need the backing they stay in the dust clouds and shadows and watching you fight the battle yourself. But if money is an issue, well the Department can go find money...it's a State land but when the thing get sue...so what? \$1.5 million sued because one idiot went go take somebody in and fall off their truck...\$1.5 million is nothing....they going to fight the case and they gonna go pay them...they gonna lose.

- We can generate that money later once we saved that land. We not against that...but it's just gotta be done correctly...not just that one truck down there and loiter everybody in...and tearing across all the sacred land.
- Not only that...the tourist take their car and jeep...they need to be stopped. It's right on their contract...they not suppose to drive down to South Point.
- How would the Department feel you bring the media down...if I go as one Hawaiian 30 something years down there and seen what has happened and share the news for the news people...how'd you guys feel about that?
- How can you guys [the Department] contact the hotels, the tourism industry, those rental places...the buses that come with all those small businesses that shuttle tourists back and forth...how can the Department contact them and sit down with them...explain to them the damage that is going on...and maybe they willing for come up with some money...or maybe they can slow down...cuz if it's illegal...how come the Department don't just tell them...no take nobody there...just scold them...it's against the law...just scold them.
- So the Department should work more direct with the tourist industry...somehow with the hotels...cuz everybody else making money except for the Department...tomorrow I can go buy one van and make money too...but it's not the right thing to do. It's doing the wrong thing actually...everyone worried about money. Money is more important than land.
- But if I were to do it 'em tomorrow...I'll bet you I'll get one letter in the bank for take your land away...because I so Hawaiian I suppose to know better...but everyone else can do it. You Hawaiian you no can go, but everybody can. You work hotel you can...you come from Hilo you can...it just kind of no make sense...when I told Kaleo if you guys no more control, no can do nothing...and they no more control so nothing going happen...the only way to take control is go down there and start enforcing...start warning everybody...scolding everybody...turning everybody back...even arresting people.
- The only one I seen get arrested is Boonie Medeiros...because he is a lessee...that's discriminating. The Department needs to be more direct with these people.
- The solution is the Department. They can try ask what we wanna do, but if no more the money, the Department gotta jump in.
- It's too late already...it's going to take years...they suppose to protect this 10 years ago.
- You can probably do stone wall around areas and clean it up...make it healthy again...put vegetation back on the ground to hold the dirt together...the kind vegetation that used to grow down there and that could grow in the dry weather...which no more cuz they run them all over. There's some towards Kawela that's still growing...probably was growing all along that coastline...probably some grasses...something to hold the dirt together...to hold the soil...the soil is being lost.

- Some roads you look at...about shoulder height...that's how deep the roads have gone into the ground...that level is Hawaiian days. You can see the dirt white there already...layers...probably 1800s....but how'd you fix something like that?
- You gotta get one archaeological assessment and that cost money...before you can even do anything down there. Maybe we can use the tourist money to do that...but the best thing to do is shut it down and control 'em at the beginning. You can go talk to the tourism industry or the hotels...but if you no stop them...they still going down.
- And to allow people not permitted to do things down there...and to allow them to continue is not right. It is not right to even meet with these people...to even meet with these people and talk story with these people is like giving them more power...It's like the Department was talking to us and they never do nothing...it kinda no make sense approach...cuz you giving them more power. But this is private land...It is not State land...Hawaiian Homes is managed by the State of Hawai'i.
- We need to take charge of the lower end. This 20 year plan...we all gonna be dead. What we need to do first is...talk to DHHL...find out from the AG's office if it is appropriate to block the road off. Only the AG's office can make that determination...nobody else can...because you don't want to be in violation for blocking one general public access because I'm going tell you why...Kaulana Boat Ramp is a State ramp...you no can block that ramp. It's allowed for the fishermen to go down and come back up. So talking about blocking the gate and not giving the fishermen a chance...that's wrong that...because it's on the map...Kaulana Boat Ramp is a State ramp.
- Now that [the road to the left side going in] is DHHL land. We [DLNR] only own the ramp itself...yet everything above of the cement is DHHL. So we go down and cite boat for no more boat trailer, license plate, light, and unregistered vessel...our case get kicked out of court because the citation was issued was on private land...so now I go there...I sit there right at the ramp.
- So you remember when Valerie was down here....he was the first security officer for DHHL to issue citation for ATV...so now there is no enforcement for the Big Island...so that's an issue. If they had kept Valerie and being persistent in doing his job down there...I don't think that we would have this pilikia. We wouldn't be talking about this and we wouldn't be spending money on this plan.
- The old sign by Darryl's gate...just block off over there. They would need to turn around...need to establish a space...if they come down with trailers and ATVs...we also need to address the historical preservation because we can work towards them for violation...because every violation that occurs in that historical site is \$10,000...but SHPD need to come on board.
- SHPD has do an AIS to show that in those areas that people cannot drive and if they do it's a violation....we can document a license plate...what kind of vehicle...send them to HPD...they can work on the license plate and at a later time SHPD can go after these guys.

- We need to take charge of the lower end. My suggest is to talk to DHHL and AG's office...and this is what the people want...going barricade over there and going barricade Kawela over on the other side so people don't come in. You need to protect the back section coming in to the shoreline and the front.
- How come DHHL land is not considered State land? Because when we wanted to do curatorship, they want us to get insurance. So who owns the land?
- There is too much talking story. Now we pau already. My vision is not look ahead for 20 years...that's too long. More realistically....5 years. No more than 5 years. We gotta get the ball rolling now.
- We applied for curatorship through our association to take care of those sites...stone wall. We asked for the whole bottom....750 acres. We were going to create educational signage...like "you never see Ka'ū until you see Palahemo." Do clean ups...pick up rubbish. Cut weeds...but we got turned down...now they want us to get insurance. We can get the insurance but they told us to hold up til you get one management plan...but I don't think we gonna wait that long cuz it just don't make no sense sitting idle...we can probably still go down there and clean up. We not bothering nobody...My brother and I went down there to clean up all the graffiti on the cement walls and we told Kahana we did it after...nobody else is doing it....and the plaque...we were gonna take care of the plaque...somebody painted red on it. We were even thinking of doing handouts...approaching people camping and just giving them a handout...explaining the area and the concerns of the community.
- The curatorship get in the past did good down there...they did pretty decent....sometimes it was maybe a little controlling. They had the presence down there...the guys living down there. They were down there so everybody behaved a little better. They were living down there...but illegal too but they were taking care of the place. They would go scold people but then after a while the Department just kicked them out. They had the summer camp for the kids...in the 90s...95.
- Ecotourism is a misused term...but what they doing down there is not ecotourism. Ecotourism is when you do not disturb the ecosystem....so shuttling people in and out is not ecotourism. Maybe do ecotourism down there....guided tours...walking tours...rest stations there and there...but you can generate revenue from that too.
- Another thing that I really like is that some of our kids went...when they had Hawaiian summer camp...they learned about Palahemo...but it was clean and they camped... it was a two week program...they learn culture, Hawaiian games, Hawaiian chanting, lauhala...that one was with the Viernes....even something like that would be good...in the 90s. That was a good program...They had it on PBS...dancing hula. It was well kept. The kids would go and walk the beach the first thing in the morning pick up the rubbish.
- Palahemo is so dirty now...so brown...from the erosion. All the dirt bikes killed the vegetation...not sure what kind of vegetation was there before.
- Hawaiian Homes leased the land to cattle too.

- I know how the State operate...they looking for one scapegoat.
- I have the original plan developed 30 years ago in the 80s for South Point....but nothing implemented from the plan.
- Need to ask the AG's office if we can block the road....how enforcement is going to take care and support us...if the AG's office say yes, you can block that road then we go ahead and block the road. We like the back-up of the Hawaiian Homes and the Hawaii Police...but we get things in writing... you guys legal...go for it. Then we bring the media in....I'll call for the media to make it happen...because we have been hurt and not been listened to...we've been bringing up all these issues but it's not being addressed...and it is just got worst and it is getting worse. Now when you see 4 big tour buses going down...maybe there to visit the historical area...but I think they were in one astonishing awe when they went down there.
- We want results....because meetings over meetings...to tell us the next meeting we going to have and nothing getting done is frustrating...30 years already...and it's not even the solution we even talked about. We got our own solution that never got addressed...that's the Hawaiian homesteaders. The land is just being deteriorated over no enforcement.
- The land is never going to be the same...it is going to have scars but at least it can start to heal and breathe.
- My suggestion to you...go back and talk to DHHL and Bill Aila...my former boss at DLNR...have him come down....I like talk story with him...cuz he's the Deputy right now...Bill Aila used to be the Chairman for DLNR...in his last meeting here he said....emergency funds I can give you guys the fencing and the posts....and we going pound them over and secure Palahemo....but at the end of the meeting...I tell him you can't do that...if you wanna pound post...go Wai'anae pound post...that's Palahemo and a historical site...you no pound nothing in the dirt...everything you gotta build on top...no disturb...so bring him down.
- One of the quick solution is talking with the AG...saying the community is thinking of blocking [the road]...taking it into our own hands and calling up newspaper....maybe that's one quick way to get something going...coming to the media.
- How come the Department went evict one family out when they were staying down there...but how come get these other Hawaiians there now and nobody doing anything about it? Everyday...lack of manpower is poor excuse.
- Transparent is the word I used in my meeting in Honolulu...DHHL said they going to be transparent and not going be favoritism.
- How about going to the Governor? We not getting results from the Commissioners or the Department. Maybe he can push this plan forward and find the funds.
- Talk to the AG and see how much we can pursue Ka Lae...the AG can say the criteria is...what you can and what you cannot do....and we just abide by what the

AG says...and if we come and we can block off areas or fence the perimeter without block access...then you work something to do that.

- And while you block it off...you let the place rest and get another plan together to open it up to foot traffic...and start to get some revenue...keep Ka Lae safe...the way it is supposed to be pristine area...not the way it is now. It's like a big disease down there...and I don't say that lightly.
- They get all upset with me now...I go down just to check bottomfish...I go down to the ramp...and they tail me.
- How simple is that...when you guys came down that day....and just send back people...tell them close for today.
- Had Valerie for security....even though he wasn't there 24/7...he made himself visible.
- They [DHHL] have to show presence.
- DHHL can take a video and record what all the cars are doing...and present it to the AG.
- How can you trust them? [to get the community to work together] How can you be legal? It needs to be a legit business. Why don't they give back to the land? Fix the place up with the money they making?
- Quick fix: security guard on both sides.
- Not for themselves....the money needs to get put back in the land. It has to be a legit business....revenue has to go the association....not to the general fund...and then back to the land.
- Kūpuna bringing down their crafts...concessions...lots of kids with talent with no place to go...to sell their crafts...take small ones on and taking them to the shoreline.
- Legit business....walking in...guided tours walking in. We are not against it.
- The infrastructure is already there...all the barricade is already there...so you can set up up all the barricades for your interpretative center...one slab for conference center....one slab for aquaculture...the next slab for Hawaiian culture...the next slab for kupuna...the next slab for stargazing...the next slab for concession. The slab is already there...you gotta use the resources that is already there.
- Community....the money should go back to the association that takes care of the lower end...so they can pay for the security...the road.
- So people who pay to sell their stuff...they pay for a space down there. They gotta pay...it goes back into a fund...that's clean-up...security...water...for the toilets.
- We cannot take care of Palahemo until we take care of the entry...the entry way to go down...once you take care of that...all of it will fall in place right there. Then we can have a blessing down there...do it right.
- For the people that are there....they can get involved to...but gotta be led by somebody.



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SOUTH POINT RESOURCE MANAGEMENT PLAN

EXHIBIT "B"

Date: August 28, 2015
To: DHHL Planning Office
From: Townscape, Inc.
RE: South Point Resource Management Plan –Meeting with Darryl Kalua‘u et al.

Participants: Darryl Kalua‘u, Eddie Kuahiwinui, Medeiros

DHHL Staff: Andrew Choy

Consultants: Angela Faanunu, Gabrielle Sham (Townscape, Inc.)

Purpose of this meeting: Vision for South Point; Short-term and long-term goals and strategies

Townscape staff met with Darryl Kalua‘u at Punalu‘u Bakery from approximately 10:00 a.m. to 1:00 p.m.

Summary of discussion:

- Vision:
 - Darryl Kalua‘u explained that he would like to see an ecotourism venture be established like the one he that has proposed to DHHL several times already. The ecotourism venture would create jobs for the community and generate revenue. Funds generated from the business could go back to the community through jobs but also through developing infrastructure for South Point. Darryl expressed that if he would be allowed to do such a venture, he would use funds to bring water to South Point. They also wanted to see the following sites protected: Na Hele, Palahemo, and burials.
 - Darryl and Eddie also spoke about a community center where local people could come and share their skills and earn money. Darryl suggested pouring concrete over the concrete slab at the barracks and building a structure there to accommodate the ecotourism business. Eddie felt that all of those structures should be made to be used by Hawaiian people. Put in a septic tank and get it to standard.
- Recommendations:
 - Partner with Bishop Estate to pay for security.
 - Enough talk; time to act already.
 - Need long-term leases. Without them, nobody can do anything. A 10-20 year lease would be good.
 - Need someone to act as a caretaker of the place. A steward is needed.

- Eddie explained that his understanding per Kahana (DHHL) is that the community will not get anything until everyone gets together and discusses the issues. He pointed out that Jeff Kekoa's organization wanted to get insurance.
- Darryl explained that a business must have liability insurance regardless of non-profit status. At the time when Darryl submitted his proposal for ecotourism at South Point, the KHHA had not existed yet. Darryl expressed that he wanted to create jobs for everyone.
- Eddie explained that a lot of people were against Darryl's plan because they thought "Darryl was gonna do this, Darryl was gonna do that." But if anything was ever going to happen, Darryl needed to be straight with everybody and he knows that. "For me, it's the most solid plan. It can happen," Eddie said. According to Eddie, a venture of this kind needs a lot of energy and machinery and pointed out that Darryl has that. Eddie saw the purpose of the venture as to make money AND to create jobs.
- Darryl agreed and said that the ecotourism business can employ everybody and the community can use the land for infrastructure. Darryl suggested that the concrete slabs down at the barracks can be built upon for a structure to accommodate tourists. Eddie also suggested that such a structure would be great for people who want to camp, especially from the neighbor islands and those from Hilo and Kona as well.
- Darryl stated that "we're not trying to stop anybody from the outside coming inside to sell stuff like that, provided they pay into the homestead association. At least 10%, 8% or whatever." Darryl also explained that a non-profit is not appropriate because it would not be able to generate revenues.
- Darryl also explained that if he had gotten permission to go ahead with his proposal, he would have paid for everything and is why he applied for a 501(c)(4) license and would comply to DHHL terms. According to Darryl, he submitted a proposal for his ecotourism venture to DHHL. Darryl explained that under such a business structure, everybody can vote and the president would change often so one person would not be given too much control. A board member would be voted into place.
- Eddie agreed that such a business would have many requirements. It would have to be legal and safe so permits and licenses will be needed.
- Darryl explained that if the land were to be given to DLNR, "that would be a slap on the face for the people. That's not right."
- The Boat Ramp: According to Jackie Kalua'u, the boat ramp belongs to the State. "It is," Eddie said. "It's a 50-year lease and the 50 years hasn't expired yet. I worked hard for get that boat ramp, one special lease, I was one of the guys. We had to prove as Hawaiians that it would benefit the Hawaiian people. They funded the money, something like \$300,000." According to Eddie, there is about 20 years or so remaining on the lease. Prior to the boat ramp, there was nothing and one would slide down their boat.
- Eddie acknowledged that there's a lot of jealousy amongst people in the community. Eddie was raised and lived down at the beach. He lived at Kaulana for 5 years. About 4 or 5 years ago Eddie explained that William and his kids would rob the cars that parked by the barracks. Around this time, DHHL evicted William Viernes and his family who were living in the shacks around where the barracks are located.
- Medeiros explained that it would be good to give Darryl's proposal a chance.

- A brainstorm session about the operation of a non-profit vs. a commercial venture at South Point ensued. Andrew Choy (DHHL) explained that the only way that DHHL can directly negotiate a General Lease with anybody is if it was a non-profit, for example, churches.
- Darryl explained that non-profits like Kamehameha Schools usually have a revenue generating body that's a 501(c)(4) that funnels money into the non-profit. Darryl shared that is the reason why he applied for a 501(c)(4) to generate funds for a non-profit. **Darryl expressed the need for revenues to be generated in order to maintain Ka Lae.**
- To commercialize, Andrew explained that proponents would have to go through a procurement process. Eddie then stated that it would then be easier to set up a non-profit. Eddie also added that one would have to prove that the initiative would benefit Native Hawaiians. (1:41:39) Eddie suggested that it might be a good idea for Jeff Kekoa's association to get the General Lease since the organization is a non-profit and then will have to sublease it out for the ecotourism venture.
- Darryl talked about the Right-of-entry permits and how farmers waited for a long time and that DHHL is responsible for putting in the infrastructure.
- Andrew offered a scenario, and asked what it would take for the different community groups to work together. Darryl expressed that he would not want to go under another entity (for example under KHHA) if he has to provide the insurance and everything else while those guys just kicked back. He didn't think it was fair.
- Andrew explained that that challenge that the team has is coming up with a plan that meets everybody's needs and that it is difficult when there are different groups. Gabrielle Sham (Townscape, Inc.) also pointed out about concerns over the land and cultural/natural resources as the underlying problem.
- Darryl explained that the area with the Na Hele and iwi can still be maintained by Jeff Kekoa's nonprofit and then his side of the business could funnel the money into the nonprofit.
- Eddie brought up an idea discussed in the previous talk story of running a fence, 300 feet up from shore in the area extending from Kaulana boat ramp to Green Sand Beach, and then letting the rancher that owns the abutting property to the fence manage that portion of the land along the fence line.
- Darryl explained that if there are long-term custodians of the property, they could monitor the area. He also pointed to the split in the road that goes towards Ka'alu'alu and recommended placing a security guard there too. Darryl felt that DHHL would have more control if they shut down the road.
- Eddie expanded that if ecotourism is done, revenues generated could pay for security guards. Darryl also brought up Hanauma Bay as an example of a place that charges and generates revenues. Eddie also explained that the road is so bad that some places need to be filled in.
- Darryl pointed to an area on a map that corresponds to the Native Hawaiian General Services (NHGS) and explained that they started an initiative of subleasing property within that parcel to other native Hawaiians. Darryl shared that he had spent his own money to help develop the infrastructure on that property. The parcel eventually was

passed over to his cousin Jackie Kalua'u to manage because Darryl wanted to implement his ecotourism proposal and generate revenues and create jobs for everybody. According to Darryl, Linda Chinn of DHHL had relayed to him that he could not implement an ecotourism project under a non-profit which led to Darryl turning over NHGS to his cousin, Jackie Kalua'u, so that he could start the ecotourism venture. However, DHHL never acted on the proposal he submitted in 2004 for ecotourism at South Point.

- Darryl listed some of the sub-lessees on the NHGS property: Jane Beck, Wallace Young, Mel Davis, Mitchell, Russel Lili'iwi (sp?) Ralph Kapana, and Leslie, Hanoa (400 acres), Clarence Medeiros, John A. Kalua'u, John P. Kalua'u (Jackie), and Malcolm Kalua'u (DK's brother). Darryl himself has 200-something acres nearby. Darryl also proposed to Andrew to find out why those mentioned above were taken off the tax map, as NHGS land only appears as a tax map parcel.
- Darryl reiterated that he does not like the idea of undergoing a sublease under Jeff Medeiros. He explained that if there is a sublease, they have to provide the liability insurance and the correct insurance for dealing with tourists.
- Darryl further explained that when (Hawaiian rights?) pulled out, there was no more cattle to keep the grass down to prevent fires.
- In referencing Kaulana Bay, Darryl expressed that the boat ramp belongs to the State and that he would like to see that area paved for parking. He also suggested that there should be a custodian present.
- Gabrielle asked what can be done now to protect the resources of the place. Both Darryl and Eddie agreed that an archaeologist is needed to survey the area. Eddie explained that the area from the Kaulana boat ramp to the Mahana side is "loaded with Hawaiian" artifacts.
- Medeiros reiterated that Darryl's plan should be given a chance.
- Eddie also explained that Hawai'i's economy is dependent on tourism and shared that many Chinese tourists visit South Point on a daily basis. 1:07:02
- Darryl's proposal plan was discussed in more detail and he explained that he did not want to charge the kupauna.
- Eddie shared that "we don't have a plan but we'd like to work with the rest of the people who has a plan, including Jeff and them, Darryl, and my brother David." He emphasized **working together**.
- The conversation turned to profit vs. non-profit status. Darryl expressed that paying \$9,000 per month on a month-to-month lease is not good and a long-term lease is necessary for a venture like this. Like 25 years. He feels that people can control things if there are long term leases on the land.
- Discussed ecotourism project in Tonga.
- Discussion also turned to economic hardships in Ka'u. Previously, the sugar plantation provided jobs but after it shut down, it became difficult for the people of Ka'u to find employment. Darryl added that it was for this reason that he wrote the proposal to create employment opportunities for people.
- Eddie explained that the Kuahiwinui family operation at South Point employs about 20 people but on average, there are usually 14 and some days, maybe 9 to 10 people. He explained that if an operation becomes legalized everyone would be expected to pay

taxes and some would object to that. For himself, he is okay with it because he pays taxes through his fishing. Some of them make good money. If one can make 2 trips (shuttle trips), that is good money but only 1 trip is not that much money. The average they charge is about \$15 per head so a family of 10 people would be \$150 but they often do discounts for families that might be \$100. The shuttle service involves taking people to Mahana and bringing them back.

- Darryl added that the advantage of creating a legitimate ecotourism business would also be creating salary positions that pay workers regardless of how many tourists are shuttled in and out of Mahana Bay. This is seen as a positive move since current compensation only occurs based on a shuttling event.
- The discussion transitioned to tourists swimming at Mahana Bay and Darryl recommended that a certified lifeguard be stationed there because there's a strong current in that area and tourists don't heed warnings. Also, many tourists don't realize how far the distance is to Mahana Bay so they may get dropped off and need rides back.
- Start-up cost was discussed and how Darryl could cover start-up cost for an ecotourism business if he needed to from revenues generated from the cattle on his ranch.
- Darryl's proposal included free admission for kūpuna and he also discussed possible ways to provide some kind of kama'āina rate or provision for local people who are connected to the place.



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SOUTH POINT RESOURCE MANAGEMENT PLAN

EXHIBIT "B"

Date: September 8, 2015
To: DHHL Planning Office
From: Townscape, Inc.
RE: South Point Resource Management Plan –Meeting with Anna Carriaga

Participants: Anna Carriaga, Bea Kailiawa, Edwina Kukahiku

DHHL Staff: Andrew Choy

Consultants: Angela Faanunu, Gabrielle Sham (Townscape, Inc.)

Purpose of this meeting: Vision for South Point; Short-term and long-term goals and strategies

Townscape staff met with Anna Carriaga and Bea Kailiawa at Anna's house from approximately 3:00 p.m. to 5:40 p.m.

Summary of discussion:

- Anna and Bea are first cousins. Their fathers are brothers. Both Anna and Bea are born in Pahala, Ka'ū.
- Anna explains that "Water is important. Once we know where we're going, we're good. Once there is water, everything will fall into place and the community can work together. It'll help everyone...[and] water would allow people to subsist on the land. She also explained that if camping was allowed at South Point where the barracks are located, water would be important during the summer time. Water would also be necessary for toilets.
- South Point is a very sacred place. Anna described her spiritual connection to the place, "I find my spiritual self there... Down there is so sacred. I find I can go and talk to the wind." She also shared her childhood memories at South Point, which included fishing and "plucking" limu kohu from Kaulana Bay. She explained that limu kohu still grows at Kaulana Bay. She recalled her father putting in the hoist at South Point and using the ladder to climb back up the cliff. People would use to park above and walk down to go fishing. People did not park by the blowhole since the cliff may collapse. Anna and her family would use to get 'ōpae ula from Palahemo to use as bait to catch 'ōpelu. Anna also explained that they used to gather salt from along the coast at South Point where there used to be little ponds all along the shoreline. They used to walk to Ka'alu'alu where the salt was "glassy." When they would run out of salt, one could go to the ocean and get a rock and boil it. Today, no one gathers salt along the shoreline anymore because people "shishi" along the coast now. She also explained that South Point was where she learned how to drive.

- DHHL needs “to put their feet down”. The area should be closed off temporarily to let the land heal. In the meantime, community groups can start on the restoration projects such as building a stone wall around Palahemo. DHHL needs to explain to the community why the area needs to be closed off and for how long. Then eventually open the area for couple days and let the people know that if the place is destroyed again, then South Point may be closed permanently. Security guard may be needed.
- There are no toilets at South Point. The people shuttling tourists are making money at South Point and should contribute to putting in toilets for the area. Can get Kona Lua from Kona.
- Anna would like to see a museum down at South Point possibly near the barracks, where kūpuna can spend time, weave and tell stories, and where kamali‘i and tourists can learn. There are opportunities for people to sell fruits, water, leis for the visitors at South Point. The existing barracks should serve as the foundation for camping—an area for the ‘ohana to spend time. She envisions a walkway from the lighthouse to Kaulana Bay, and eventually a paved road to Green Sand Beach.
- Seek funding from OHA. Visitors should be charged like at the National Park. Revenue can be used to restore and protect the area. The Nature Conservancy can help to take care of the place, but not to make rules that restrict the community from using their own resources.
- People should park up above and then walk in. People should not be able to park near the cliff by the blowhole. It is dangerous.
- There should not just be one group in charge of the curatorship. Everyone needs to help out.
- Immediate Action:
 - Water for South Point
 - Put in toilets
 - Protect Palahemo
 - Close off the area temporarily to let the land heal and to create awareness. (Existing) Tours need to stop.
 - Mow the place down to prevent fires
- Future Action:
 - Charge per car entering into South Point
 - Need a security guard
 - Museum—area for kūpuna to weave, tell stories; kamali‘i to learn, tourists to visit
 - Local people can have a stand where they sell food and crafts
 - Camping area for the ‘ohana (summer camp)
 - Plant Hawaiian plants
 - Walkway from lighthouse to Kaulana Bay
 - Form partnerships with OHA and access funds through OHA to help the people.
 - Fill the land that has been damaged (between Mahana and Kaulana Bay then build one road that can be accessed by the ambulance.

- “Now people abuse it. They go too close to the cliff with their trucks. We never did do that. My uncle was real strict rules down there. We could leave our fish down there...as they brought ‘em in they have the ice....ice the fish...leave it right there...nobody stole. Today...you no can trust...you go there...no more fish. But really...my biggest thing is...if Ka‘ū had water down there...that’s the biggest thing we need. That place can be nice. People can become self-sufficient because we had one fisherman who went fishing and recorded everything what he caught and register...and he built his home with the fishing from there and educated his children...and he’s still here fishing...that’s what I want to see the Hawaiians do...legally....not what they doing down there...shuttling the tourists...that’s dangerous...tell DHHHL that gotta stop because if they take tourists...they get hurt...they gonna blame Hawaiian Homes. And then what we need down there...we need toilets...and with those people making money down there...they can at least...cuz they brag they making big money you know....everybody can put together their money and get Kona lua from Kona. You know one time...one group from Ka‘ū went to South Point put in the lua...and that’s where I had trouble with because Linda said you gotta get ‘em out....but people were using the ground. But we need toilet down there. To get the toilet we need water.”
- “The barracks are still being used...you know...we should be like Keaukaha. They have their bay. They have ‘em controlled...every summer....they put in the list of who going lease to camp...and that’s what we need...this would be good for our people....camping. Put in toilets inside there and take all your ‘ōpala out. I don’t wanna see Nature Conservancy in there because once they go in there...they famous to turn everything over to National Park...and we gonna lose cuz we too live off the ocean....we do. And because we old now...we have young kids that go over there to go fishing and they come to us and sell their fish like ‘u‘u, aweoweo, papio, and manini...and I appreciate that cuz our kids not home anymore....so those kids go down South Point.”
- “Plenty limu kohu down South Point...plenty down there...but you know...before days we knew how to pick...not just pull pull pull...my uncle used to teach us how to do....that’s what we need to do...take our kids back to the ocean...teach them...educate them. We should be able to take our families there.”
- “We can start our own little stand...where we sell fruits...water...get our money generated there...and I look paying off Hawaiian Homes our taxes...and this guy Darryl Kalua‘u...he wrote one good proposal...ecotourism...Need local...Give Darryl a chance. They can learn.”
- “Hawaiian Homes like big bucks...but give us a chance. I would like to see them learn. This is their land.”
- “The barracks is all partition...come summer...maybe we can have whoever that’s gonna want go camping there...they can bring the canvas and cover their house. That’s why the water is important. We can have the water and the toilets. They used to use the barracks wartime...I’m sure there’s a cesspool...they gotta have something over there. We can get the kids to go over there. We can use that place for camping...you know Liliuokalani in Kona...you have to be Hawaiian to go over there.”
- “The people out here don’t really trust Hawaiian Homes because they never proof nothing, but now is the time.” I’m speaking on behalf of the Ka‘ū Kūpuna Council.

- Anna would like to see a camping area at South Point “where you have to pack up your rubbish, week long, sign waivers, for the families. A lot of people want to go to have a picnic or camping.”
- “One of the problem is that a lot of people with 4 wheelers who have no consideration of the people that just sitting over there. But they just come around and make the dust. People from Kona. Then you have all the deep roads.”
- “We used to walk across and go to Ka’alu’alu. The salt pan. When the water dried out...the sun evaporates it...the salt is like glass on a piece of paper. When we ran out of salt...we go to the ocean and get the little rocks and boil them and all the salt would come out. The whole shoreline had salt...as long as there is a little pond...and when it evaporates then the salt is there.”
- “We go right in the front where Kaulana Bay stay...you sit right in the corner...there’s a pond right there...when the tide go over...and I used to sit right there....and you could just sit down there and pluck your limu. My mother used to say you no pull....you pluck the limu....there’s still limu...we always go there and pluck limu. I find my spirits....really spiritual needs down there.”
- Referring to the fishing at South Point, “it provides a source of revenue for the kids while providing opportunities for those that cannot go fishing anymore to still get fish from South Point.”
- There used to be a lot of limu kohu by the boat ramp. Auntie Anna described how she would use to sit there and “pluck” the limu, not pull the limu. She described that it was a real spiritual connection for her at South Point.
- “We get good life out here in Ka’ū....once we know where we going...we alright...and I think I can guarantee if we get water coming down there and our people know that there is water...Work together...make plans together and stick to our plans...because we had Nature Conservancy talk to us and looks like they ran the whole meeting. Nature Conservancy preserve a lot of stuff...but they taking a lot of stuff away from us too...but now if I knew they can preserve and we can still go to the beach and do what we do...then we can work together.”
- “They turn it over to National Park...look at down at Volcano...Kalapana...you have to be a resident to go into National Park to go fishing. We had some people from Ka’ū went to Volcano on a tour and they seen some fish and went to their car to get their bamboo to fish and the husband went to get some ‘opihi ...the National Park rangers took away all that from themthe fish and the ‘opihi from them...that was cruel. If National Park is going to rule and save things...they rather save the seals than save the Hawaiians....our seals are coming up from the ocean...you go Punalu‘u you no can see the limu anymore. Our turtles eat everything already...so when you throw your net...careful you no catch the turtle...if the warden see you, you pay a fine...the turtle coming up eating grass...that means they hungry. We need to kind of balance....cuz some people eat turtle.”
- “Ha’ao Springs get plenty water...if they can bring ‘em down...big changes in Ka’ū if we get the water...people would learn to love each other.”
- “And the barracks...I’d like to sit down there...there’s so much things that’s really good ...a museum. The tourists come down...and for the kūpuna they can go down and sit down and weave....or do something...tell story. Get nice places down there to do all this

kind of stuff. We can improve but it's gonna take time, but we can do it. There's something for the kūpuna...there's something for our kamali'i...teach them about our ocean...teach them how to respect."

- "You can make a trail from the barracks to there [Mahana Bay]. We always had a walkway...but no more. That's why I said...the lighthouse to Kaulana...we should have a walkway...that was part of our plan...a walkway and for the handicap too where the wheelchair can go...the cars can park and drop them off...then we can get some controlling of that area." "You gotta find out first from the archaeologists...cuz you no like take rocks from grave sites...you can see all the rocks lying around and make it around Palahemo....cuz those guys going down with the 4-wheelers...that's the only pond we have that I know that get the 'ōpae 'ula...night time you go certain time...there's a season you shine the flashlight...get plenty you know....we used to go get...my uncle was a fisherman....for the 'ōpelu."
- "My uncle was a fisherman...big boat fisherman...They use it for bait. You put 'em in a bag and one time you sink 'em down and open the net and all the 'ōpelu would go inside."
- "We used to lived down there...our summertime...We used to help make the hooks....we used to help bring the pumpkin down. We used to use the pumpkin and taro as bait for the 'ōpelu."
- "First day of summer we stay down there....weekends...we go down there. We use to have a garden and old fire place across from Kaulana Bay."
- "The curatorship should be shared by everybody. Everybody should have a responsibility...not only one group. Everybody should have one responsibility of the area."
- "There are a lot of house lots across from Kaulana Bay...burial grounds...tell you the truth...I don't know. It must be 100 years ago when they buried people over there....sometimes some of the land...you gotta let it go...we need make space for us....as long as we take care."
- "You gotta be strong to live in Ka'ū."
- "Pale Kapu had curatorship of down there....the Kalua'u would be good....because they have the machines."
- "A stone wall around Palahemo so the 4-wheelers no can go in there....not real high. They really did destroy down there."
- "From Kaulana to Green Sand...temporarily...we need to do one study on the damage...that place is sinking...the dirt is just about your window...I would like to see that place filled and let it stand for a while then put a solid pavement....a road. We need paved road in case of emergency...for ambulance. We not here to stop the tourists from coming in....we need to let the people know what's over there...they going to take care...but if you don't let them know...they don't know."
- "I would like to see a museum...they found the hooks right around the barracks."
- "I believe OHA should put in money for us...that's why they were created. They get ceded land money...they can...they were created to help the Native Hawaiian people."
- "First priority is water. Once we get the water, then we can figure out what we wanna do."

- “Barracks...we can go camping for the ‘ohana. A museum...something for the kūpuna and kamali‘i. Kids can do crafts...tourists love to buy those little things.”
- “Get good fish at South Point and ‘opihi.”
- “We never had the Hawaiian culture in school. It was taken away from us. When we became a State...they took it away from us.”
- “They had makahiki down there. Usually in October or December.”
- “I go diving....the turtle are coming in more in now...they hungry. It is really shallow...outside no more...so they coming inside now.”
- “Mahana Bay is a beautiful bay. I think it would be hard to save ‘em now. It’s all olivine and now when the wind blow...the thing stay blowing off in the water....the current strong in Mahana Bay.” She also explained that they would find petrified wood there that was beautiful and the beach was so green, it was beautiful.
- “Like Keaukaha...camping ground...real nice. Puhi Bay...can camp all summer.”
- “We can always have a summer camp over there. I would really like to see camping over there. We can plant Hawaiian plants around the barracks. Aloe, noni, chili pepper all around there. The water is so important.”
- “What we gotta control is fire down there...even one truck can spark the fire especially if the grass is dry. There’s a brown tank by John Kalua‘u...that tank is for the fire.”
- “How can we get the water? Maybe this is where OHA can come in. Give them water...and they going to love you guys. It’s time that OHA starts taking care of us.”
- “Block off the people....have the people park upside.”
- “Before I die...I wanna see a project...even if we don’t get the water then maybe we can get the camping.”
- “If Hawaiian Homes would just talk to those guys down there...you guys just making money you not giving back...you gotta leave...you gotta be real stern. They not doing any justice for the Hawaiian people...the Kuahiwinui’s...she had a stand by Mahana selling liquor down there. They need to be told...either you contribute to something...not just make the money and not pay their taxes. I think it is so unfair...what about the people that want to go there and do the tour too? They cannot...they [Kuahiwinui’s] stop ‘em. They need to go or contribute to something down there. Put a toilet there. The drivers...those kids are young....they don’t have a license.”
- “If they can do it....how come other Hawaiians can’t do down too...sell their fruits...bananas or oranges...or a lei for the tourists...or water.”
- I’m still out here asking for water.
- “Traditionally...we get water from the springs. If we can tap Ha‘ao springs...we will be real good.”
- Access to South Point when younger to go fishing: “We went to the cliff and park above...we never went down where everybody stay parking now. We just stayed above...and we walked in and we carry our fishing gear in...each kid had a job to do and each one would bring the water...That’s where I learned to drive.”
- “We would park where the stone wall stay...where you can drive into the gate...now the people park by the blowhole...that was dangerous...you never know when that will collapse...so we never went down... When we had fish...we had to carry ‘em up...that’s why I said we had a hoist that my father went built... and before you no can just build

anything...you had to pray...so he build a ladder...a swinging ladder...the water came in....we would go with the water...so he made that...to bring in the fish...down there it's so sacred...you gotta pray...that's why I love that place....I can finally talk to the wind...when we was kid...I used to jump off the cliff...the ladder is too rusty now. I used to go on the ladder to get to the boat."

- "Cars should not be allowed to in... should be blocked off and have people walk down. Park up and walk down. They only going there to fish. They can walk down with their cooler."
- "Heiau kalalea...heiau for fisherman...us wahine cannot go inside."
- "I would like to see them stop that from going over to Mahana....let the land heal because the whole place was open...I could go down with my car...but the way they went rut up...it's nobody fault...and Hawaiian Homes should put its foot down...it was the people's fault...its time they [DHHL] should step in. Need to tell the community....We find that you folks not taking care of the 'āina...so we putting a stop temporarily...just to see the 'āina get healed. We all gotta heal the 'āina. I don't mind....starting from the fork down...but the road is good til the barracks. Makai side...all by the shoreline...that all needs to be healed. You guys came...you guys seen. You cannot just come say everything is fine...It is not fine."
- "You can plant things around the barracks....no need build homes...the people that was living there were building homes....so maybe we do tent...a camping area...I would like to see that place become a camping place...and people can call in to reserve. With the tent...you can always break it down. If they going be there working on the land and living there while they are working...that's not too bad...they taking care...but right now no more toilet...the boys working there making money should put in the toilets. I would close them. I wouldn't let the guys going down the hoist area. You can park upside. For the barracks, get plenty parking space right below the water tank."
- "They still going to drive down there...but you can explain real good...why this is being done the way it is....because you wanna see the land go back....did you know we have some plants down there really worth while saving...but I don't want Nature Conservancy doing 'em...before you know they going to close down the whole place forever....but we can put a date....how long it is going to be closed...and why it is going to be closed...and then we can open 'em once in a while...maybe couple days...leave it open...and see how people act...if they going come in rough and destroy it...then say if you going destroy it then we will close it all off...we may not reopen it...but I would like to see it close...and then that would give us chance to work on our path by the ocean...the breeze is so beautiful...and a small place where you can park and walk...and a little station where you can have water...and people down there can make money and sell ice water from the bottom...I think that would be good...and that would help the tourists."
- "Temporarily close it...6 months to a year...in that time let the limu grow....things will be beautiful...the ocean will get fishing coming back....and we can open it up again...if they destroy, then close it off again."
- "Stop cars and have them walk...but stop them from accessing the ocean...lots of places now you gotta walk...this would be good trial."

- “Gotta put the feet down...because those guys really take advantage of Hawaiian Homes...oh they no can do nothing because us Hawaiians...for their safety of being sued...but if we can all work together and give them a real good reason...they can go to the barracks and then walk down. Toilet is really important.”
- “Everybody gotta be involved with the curatorship...They [Jeff Kekoa’s group] not all Hawaiians in there...It’s a hard job.”
- “Help us save that area by closing that area...temporarily.”
- “Going to need a security guard...people going find a different place to get in there.”
- “I really wish you can have our National Park...if Nature Conservancy ever come in there...help give us what is rightfully ours...let us go in and do our fishing and help us maintain the area...that will be fine...but when you start going in and setting rules for us to do...we no can do that.”
- “Hawaiian Homes have the right...all these years they’ve been doing it for free...and if they do...it’s like the National Park...they put up fee...especially if we have a lot of tourist go down there...and I know some of the cars not supposed to be down that area and they still go...they should pay a fee...if the fee goes back to the land.”
- “It’s time now...it’s 2015....stop what is going on now.”
- “About 2 years ago the shuttling started...you guys put the toilet in...talk to Hawaiian Homes what you are doing...they don’t have insurance...and tourists just walk in like they own the place...Hawaiian Homes always more concern about the tourists than their own people...more concerned about the tourist going in and getting hurt...but they [DHHL] never did nothing...”
- Anna mentioned Violet Hanson who was an archaeologist who did work at South Point.



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SOUTH POINT RESOURCE MANAGEMENT PLAN

EXHIBIT "B"

Date: September 8, 2015
To: DHHL Planning Office
From: Townscape, Inc.
RE: South Point Resource Management Plan –Meeting with Anna Carriaga

Participants: Tommy Kaniho

DHHL Staff: Andrew Choy

Consultants: Angela Faanunu, Gabrielle Sham (Townscape, Inc.)

Purpose of this meeting: Vision for South Point; Short-term and long-term goals and strategies

Townscape staff met with Tommy Kaniho at Uncle Tommy's house from approximately 12:00 p.m. to 2:15 p.m.

Summary of discussion:

- Tommy shared that "29 years have gone by and not even a water hose. Nothing has been done. We want answers." The Chairman is "always working on it." They only talk and don't follow up. What is DHHL's plan for the next 5 years? Nothing.
- Tommy Kaniho was raised in Ka'ū. His mother died when he was 4 and his father married a Martensen (sp?) girl. His father had 13 children-2 boys and 11 girls. He came to Ka'ū and was raised by Martensen. Tommy worked as an assistant manager for C. Brewery Ranch in 1965 or 1975 (?). He got his land that he is living on in 1986 and retired in 1990. C. Brewery owned the land all the way up to Volcano and ran a cow-calf operation. The ranch had their own water line from Ha'ao Springs above Waiohinu. There is a 4-inch transect pipe from the war time. C. Brewery sold the land at South Point to Parker Ranch. In January 1949 (1939?), he started working for Parker Ranch for \$1/day. He worked for 27 years. He used to milk cows for 50 cents a day and deliver it to houses. When he worked for the ranch, his medical and housing was covered and he was paid \$1/day which was good money back then. He worked construction (\$2/hr) with Glover in the 1940's. Then his grandfather who was running the ranch got him to start working for the ranch. Back in the day, everything was smoked or salted. There was no fridge and you eat the vegetables that you planted. Eating fish was a luxury at the ranch since owning a canoe (in order to go fishing) was a luxury.
- Cows used to be everywhere at South Point. During the dry weather, cows are fed alfalfa cubes and the feed is brought from the mainland for \$2.25/lb. A calf can be sold for \$500. He explained that the best is a cow-calf operation. They would have more than 2,000 head per year and they had a feed lot where the cows would be fed grain for 90 days to fatten them up before going to the market. During these 3 months, the color of the meat

changes. Tommy shared that in the summer time, you can raise about 3 head per acre and in the winter about 10 head per acre.

- Fishing was a luxury. People used to camp out and fish at Kaulana Bay. People still do that now especially at Kamilo Bay where there's naupaka growing there. There also used to be a wharf by where the light house is, but it is not there anymore. He also shared that there was one road that people would go on to throw net for fishing.
- Tommy used to go fishing-netting, then would drive to Ka'alu'alu. From Kaulana to Ka'alu'alu, people would surround net, lobster net, lay net at night and check the next day, and even turtle net. Fishermen used to feed kū'ula (koa) when they'd go throw-net. He shared that people mostly fish off boats and caught marlin and tuna off the coast which is very deep water. The fish caught usually goes to Hilo.
- Mahana Bay-Tommy described Mahana as a canoe-landing where people used to leave their canoes there for fishing. They would just remove the ama and take that with them but leaving the canoe in the bay.
- Tommy also talked about the south winds which usually blow during the winter months. During this time, the ocean is calm and conditions are really nice.
- Tommy explained that there are no graveyards at South Point. "No more," he said. The place was occupied by the military and it was a gun nest for World War II so most likely many cultural features were destroyed during this time. Service men used to live down there. The military brought the water to South Point and people could not build a house but could build a shack. Tommy's existing house used to be a work shack.
- Tommy shared a famous saying about Palahemo--"You haven't seen Ka'ū if you haven't seen Palahemo." Tommy explained that two sisters died in Palahemo in the 1930s and that Palahemo is connected to the ocean.
- Tommy explained that in 1965, there was a drought that was so bad that they lost cattle and had to skin the cows and send the hide to Japan. Many fires occur at South Point and there's no help from DHHL. Tommy recalled South Point being very dry 6 to 7 years ago. He wanted to stop people from going into South Point because more traffic to South Point means greater risk of fire. Both tourists and locals can easily start a fire at South Point from a lit cigarette or even from the car ignition. There's usually about 5 fires per year and this year he's worried because it's dry. Fire response is about 30 minutes away. Tommy shared that he and the other pastoral lessees take on a risk of losing their cattle (which is revenue) when there is a fire. He has about 400 cattle on his parcel. Tommy believes that more signs are needed so that people know that they are entering into DHHL property.
- During the winter months, South Point is beautiful with lantana flowers everywhere. Tommy also explains that fire improves the place. After the fire, it cleared out all the lantana that covered the area. The lantana was so thick that you could not go across it. He also described how they use the "backfire" strategy to control fires. Fire break starts at about Lot 15. He explained that if there's a fire below that, it's okay but if there's a fire above, it's bad news. Tommy expressed that he is worried about who is going to take care of the pastures. Firebreak is important.
- Tommy supports Darryl Kalua'u's proposal for an ecotourism venture at South Point because it will create jobs for the people. Previously, a shuttle started during Chairperson

Drake's time. William Viernes was living down at South Point and he was evicted 4-5 years ago by DHHL. He acted as a security guard and used to stop people from going down.

- Percy Lum- Had 700 acres, raised cattle, brought all kind of stuff then went bankrupt. Had big plans but no money.
- In the past, they used to be able to drive down and go fishing but people started abusing the road. He described the road as really bad especially when it rains. He recommended that Hawaiian Homes needs to come and see the place for themselves to see what they can do. The Chairman needs to see for herself what is going on at South Point. He recommended that "there must get a security guard... You can't stop anybody from walking in, but can stop a car driving in," he said. He agreed that it would be a good idea to charge visitors a fee. Currently, he said that visitors are paying \$20-\$30 just to be taken in to see Mahana Bay.
- "The only thing I can tell you is to close the place down. Let the people come from Ka'alu'alu. DHHL gotta get security and put their foot down. There's nice fishing grounds at South Point and you can't stop fishing because that's people's livelihoods but the tourism, that's what needs to be managed. Recreational users need to be managed."
- In talking about the potential for a future Hawaiian cultural center at South Point, he said that everybody likes to be the boss which might be problematic.
- Tommy stressed that more signs are needed telling the public not to enter, particularly 4 wheelers that wreck the place. Tommy's lot is the first lot when driving towards South Point on South Point Road. Sometimes the 4 wheelers park at his lot and then drive down. However, Tommy shares that since "DHHL not worried about it, then why us?"
- Tommy asked about long-term leases and asked why DHHL cannot issue them.
- Tommy talked about how OHA had a meeting on water and handed out pamphlets and told them they "need to be patient."
- When asked about recommendations for South Point, Tommy said "We no can say nothing. We don't own the land." But hauling the tourists and 4WD should stop.



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DRAFT

EXHIBIT "B"

COMMUNITY SPEAKOUT NOTES

SOUTH POINT RESOURCE MANAGEMENT PLAN

December 12, 2015

11 a.m. to 4 p.m.

Nā'ālehu Community Center

Attendance: A total of 27 community members signed in at the SpeakOut. A number of participants did not sign in.

DHHL Staff: Deputy William Aila, Andrew Choy, Uncle Louis Hao, Kaleo Manuel, Bob Freitas, Ulu, Julie Cachola

Consultants: Townscape, Inc.—Angela Faanunu, Gabrielle Sham

Purpose of the SpeakOut:

The purpose of the SpeakOut was to offer an opportunity for the community to provide their feedback using an informal and interactive “open house” format.

Community members were asked to fill out a note card that read “**I love South Point because...**” Responses shared by the community members are listed below.

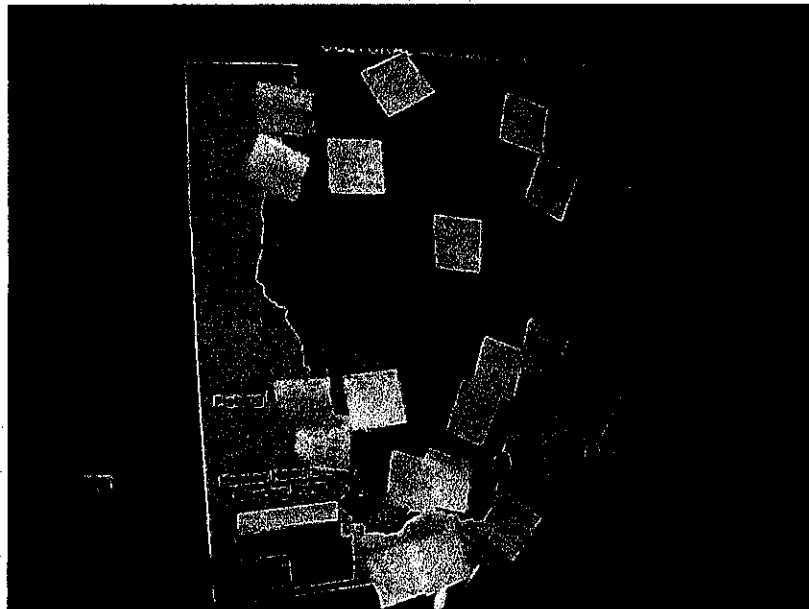
- It is a place to heal and relax.
- It's a good place to camp out; also it has a great fishing spot. Now all we need is water.
- Wahi pana. I live in Ka'ū, lifelong resident and often visit there thru out the year.
- Growing up we visited, camped and fished the area. We also just went swimming and just hung out.
- It's a place for Ohana...camping...fishing...swimming we need to heal the land for our mo'opuna's in Ka'ū.
- Born and raised in Ka'ū, South Point is my home. A place to play, fish for food.
- It is a wahi pana, a sacred and spiritual treasure, a source of pride for our community and for many Hawaiian families. It was their first home in the islands before moving north.
- Because I'm a lessee and South Point is my lively hood and also my dad's twin died at South Point during birth and was buried there.
- It reminds me of spending summers with my tūtū and papa.
- I am at its mercy.
- Because it is the kingdom of the Hawai'i Islands.
- I claim my 2nd birth rights at Kaulana.
- We need to: bring water and open up new agriculture land at Kamā'oa; relocate existence Ag-lot lessees; repair road from Barracks to boat ramp. Also need boat parking lot close to boat ramp.

- Its history. Its beauty and because its awesome size, meaning being part of the biggest ahupua'a on the Big Island "Hawai'i nei"
- It is a special and sacred place for Hawaiians.

DHHL staff members and the consultants facilitated, listened, and recorded participants' comments at each of the four booths:

- Cultural and Natural Resources Management
- Economic Self-Sufficiency
- Health and Safety
- Native Hawaiian Culture, Knowledge, and Traditional Practices

CULTURAL AND NATURAL RESOURCES MANAGEMENT



The cultural and natural resources management section of the SpeakOut gathered additional information that explored HOW and WHERE strategies would be implemented. Notes for this section are guided by the figure above.

Closing the Road

- Set a time limit from 6 a.m.-6 p.m. or from sunrise to sunset (but local fishermen should be allowed to stay all night because "this is their land")
- Several people indicated that they wanted the road to close. However, further discussions with some of the community members showed that the opinions of how closing the road would be implemented varied and changed after visualizing the scenario on the map.
- Initially, an individual felt that that the road at South Point should be shut down before the fork in the road where the road veers off to Ka Lae Point and the other to the

Barracks. This point is indicated by a green dot in the figure above. While discussing this issue, it became apparent that if people cannot park before the fork in the road, there would have to be a round-about of some sort to re-direct traffic back to the top, as well as signs further up the road to warn vehicles that the road ends. It was suggested that such a sign be put up outside of Uncle Tommy's house.

- It also became apparent while looking at the map that the distance from the fork in the road to Ka Lae Point is rather long. This individual then said that maybe cars should be allowed to go through to Ka Lae and also to the Barracks. Thus, instead of closing off the road at the fork, there might be an educational booth that also serves as a monitoring check point where someone there would ask questions such as:
 - Where are you going?
 - What are you doing?
- At the educational booth, brochures such as the ones shown from North Kohala could be given out to vehicles. Brochures would discuss in detail about the existing threats for South Point. Visitors can also be informed of what they can and cannot do. For example, if visitors intend to visit Mahana Bay, they are to be informed that they cannot drive there and can only walk in.
- Another individual stated that it would be expensive to produce these brochures but if money is generated and people are charged for visiting, then revenues generated could cover these costs.
- The road to Mahana was suggested to be closed entirely.
- One individual pointed out that gates will not work because they will be torn down.
- Others pointed out that if access is closed, others will come in through KS property, therefore, DHHL needs to consult with KS on this issue.
- DHHL to define fines for offenders.
- Monitoring/educational booth was suggested to be a grass shack in the old Hawaiian style with 'ōhi'a posts and should be located before the fork in the road.

Parking Areas

- If vehicles are allowed to go through the fork in the road, then the parking areas above the hoist area would need to be expanded, as well as at the Barracks. A person would need to be present at both locations to ensure that no one drives off the road. Though signs are great, many people don't adhere to them.
- Another individual felt that additional parking should be created right above Lua Makalei below the road to the Barracks. The same individual suggested that a cultural center be built near the Barracks and right below the bend in the road by the Barracks. Lua Malakei was also recommended to be used during Makahiki.

Trail

- Individuals placed red dots on the map to indicate important cultural sites at South Point. Most of these dots cluster around Ka Lae point. In discussing a possible trail, it was easier to see where the resources were on the map. It was suggested that a walking trail begin where the current parking lot exists above the hoist. At this point, a large sign with

a map of the trail was suggested. This trail would hit the major sites along this coastline. Some of the major sites to be included in this trail were identified as:

- The heiau
- Mooring hole
- Pinao Bay (Previous fishing village with a white sandy beach and burials)
- Pu'u Ali'i
- Lua Makalei (though this site might be far from the others)
- Palahemo (This site is significant because from this point you can see Old Ka'ū—one can see Mauna Loa all the way to Puna and then to Kona)
- Others suggested that a walking guided tour would be appropriate that is focused on providing information/education about the place.
- A kupuna pointed out that a walking trail would be too far for the elderly to walk and would prefer to see a scenic road that goes from the hoist area, down along the coast towards Pu'u Ali'i, Palahemo, then back up to the Barracks.
- The trail itself was recommended to be a Hawaiian trail made of 'ili'ili and/or beach rocks.
- **Virtual Tour idea introduced** ---One community member really liked this idea. This option might be great for people who cannot go on the trail but can read about it. This approach may also help reduce impact on resources. Some points pointed out included:
 - Have UH students develop a small video/ small class projects about significant sites at South Point and the critical issues the place faces.
 - Use drones to follow visitors and take pictures/recordings of their experience that can be purchased at the end of their experience.

Signs

- Most people liked the displays with signs from other projects on Hawai'i Island. Community members shared some of the features that should be included on the signs:
 - Should have pictures
 - Place Names i.e. Ka Lae, with proper pronunciation of words.
 - Mo'olelo
 - History i.e. first landing, burials, theories of settlement, plantation era
 - Current threats
 - Some signs should also have information on the natural resources and about proper fishing method, pictures of 'opihi/fish and appropriate catch sizes like those shown in the examples provided from North Kohala. Simple sayings should also be used such as "Catch too much today, no more fish tomorrow." Ka'ū resources also taste different from that of other places (for example, nenua has a strong taste depending on what they eat. This is the type of information that is unique to the resources of the place that need to be highlighted.
 - Sign should also identify who is paying for the sign (i.e. DHHL).
 - Type of sign:
 - Posts will rust.
 - Rocks in a heiau style with a sign on top of the rocks would be appropriate.

- Big rock/flat boulder with a sign glued on top is also appropriate.
- Consider the weather that is often windy and unforgiving.
- Where signs go:
 - Should be a sign at the information booth/guard house
 - A sign about where the hoist is
 - A sign at the start of the trail
 - One individual felt that a sign should be placed at the fork of the road to Ka Lae that says, "Hawaiian Historic Landmark, not "National Historic Landmark."

Cultural Center/Pavilion

- Several people suggested the Barracks as the appropriate site for a cultural center mostly because this site has already established infrastructure (i.e. sewer lines). The water tank above the barracks was also identified as once having provided water for the Barracks so waterlines are present.
- One elderly man suggested finding the piko for South Point (by asking others from South Point) and using that location as the site to build a pavilion for cultural purposes. However, he used the term, "fishing village" instead of a cultural center to reiterate the importance of South Point as historically consisting of fishing villages and as the first place of settlement into the Hawaiian Islands. He identified the piko of South Point as the heiau and the coastline surrounding Pu'u Ali'i to the fishing moorings. He envisioned a pavilion-type structure that would be open with 'ōhi'a posts and built with the windy environment in mind. The space would be utilized to showcase the culture of fishing of the area (i.e. handicrafts, weaving nets, etc.).

Museum

- One individual suggested a museum to hold all the artifacts and information relevant to South Point. This structure would be around the site of the Barracks because of existing infrastructure. It would also be a secured building that can be locked. Historical information should be made available that includes the history of South Point that spans from first Hawaiian settlement, the Plantation Era, the military occupation, and current threats. The museum was also suggested to be something that serves the local people of Ka'ū and to employ 5 to 10 people from Ka'ū.
- John Kalua'u was recommended to facilitate this process and have it run by local community members to empower local people.
- Materials for building the museum should be local products and should have low maintenance and operating costs (i.e. Semi open with windows).
- Have an open area for education, festivals, and gatherings.
- Building should have all solar panels and off the grid.
- Highlight cultural resources & fragile environment of the coastline.
- Fees to support this facility.
- Museum was suggested to be located near the barracks and next to Lua o Makalei to be used for the Makahiki festival.

Native Plants & Vegetation

- Connect with TNC and school kids about native plant restoration.
- One kupuna suggested laying down 'a'a all along the area from Pu'u Ali'i to Kaulana Bay to keep the soil down from being blown away and then plant coconut trees and naupaka along the coast line. He suggested 3 lines of trees all the way down. He also suggested planting coconut trees all over South Point.

Other important sites pointed out

- Broken road and associated pali that the place overlooks.
- At the bottom of Pu'u Ali'i, there are house sites and the house sites were thought to have been possible temples. This is also where Kalaniopu'u was buried.
- Graves site near Pinao Bay, but the burials this individual saw were buried upright so did not think the graves were Hawaiian.
- Pinao Bay- this used to be a fishing village.
- A site to the left of Lua Makalei (indicated by red dot) used to be a pitch farm for tar (crude oil) for the military.
- The runway also used to be covered with a landing mat. Planes used to send milk, beef, pork to O'ahu from Ka'u and even bring in the mail.
- The gulch down by Pinao Bay flows with water when it rains so no structures should be placed in that area.

Other measures & comments

- The coastline along Pu'u Ali'i is eroding. A rock wall should be built to protect this coastline.
- Put a toilet at Pinao Bay
- Build a stone wall around Pu'u Ali'i.
- Build a rock wall around Palahemo. People can only walk in to Palahemo—no cars, post signs, and no sunscreen allowed (in swimming at Palahemo).
- "Involve Ala Kahakai and TNC. Get native plants growing again."
- "Just close the whole area. Fence it off. To go in, you walk."
- "Close area. Put security guard."
- "ATVs-have someone to monitor but shut down the place, educate, give them warnings."
- "Too many ATVs ruin the landscape and 'āina. No businesses at the area in the past. Currently, operators take money to transport visitors."
- The Barracks "should be used by the people."
- "Put in fence from fork in the road along South Point Road all way down to the cultural sites and up towards the Barracks. Put that as pastoral lots and introduce cattle. These can be used for fire prevention because the cattle eat the grass but helps by having someone on the land."

ECONOMIC SELF-SUFFICIENCY

Entrance Fee

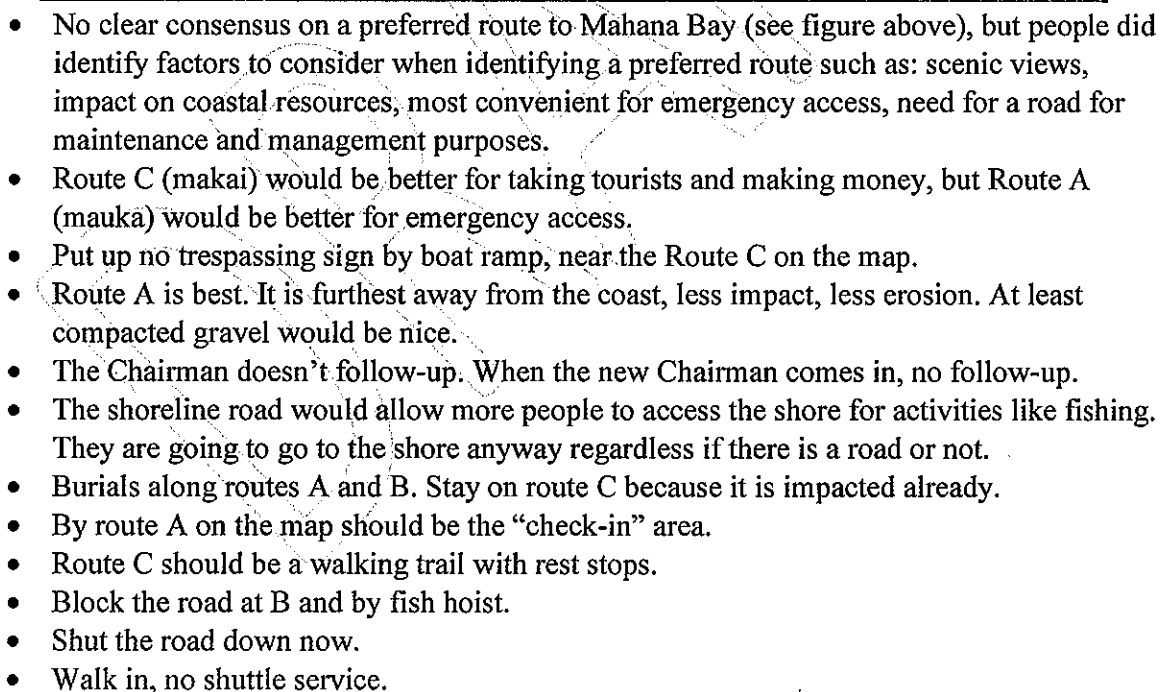
- If you charge an entrance fee or make one road to Mahana Bay, it is hard to enforce. There are lots of mauka roads from Discovery Harbor coming down. Hard to enforce.
- If it is tour group, they should be charge more. People of Ka'ū should be giving the tour. Guided tours.
- Charge by the person not by the vehicle. Think about a tour bus or tour van.
- Economic is ok, but portion of the money needs to be used to take care of the place.
- Charge entrance fee by person or more for larger vehicles like a bus or van.
- The amount we charge should be based on the level of attraction. For example, at the National Park Service (NPS), you know what you are going to see. NPS has an elaborate road system so they can charge more. Point A on the map would be the best place for a booth.
- Take 20 percent from whoever is going business on DHHL lands.
- Should have a different fee for Ka'ū residents.
- Charging people is dumb. You have to create industries for them to create their own businesses. (How do you create an industry?)
- In general, economic activity is OK, but revenues generated cannot just go into people's pockets. A significant portion of it should be re-invested into the management of the place.
- In general, beneficiaries should not be charged an entrance fee (see figure below). One person felt that everyone should give back including beneficiaries. The majority of the participants felt that both non-Hawaii and Hawaii residents should pay some sort of entrance fee (with non-Hawaii residents paying more than Hawaii residents). Larger tour buses and vans should be charged more. Revenue generated from the entrance fee should be placed back into the resources.



- Hard to enforce/verify who is a DHHL beneficiary or who is not. DHHL beneficiaries do not have a “card.”
- Most southern place: that is the attraction.

Economic opportunities

- History tours of the area; make pamphlets of what you can offer to the public.
- Sell anything made in Hawaii.
- Shuttle service, but gotta fix road first. Have bathrooms and lifeguards on duty.
- Education programs
- Lot of the shuttles not done legally. No shuttle service.
- Economic cannot just benefit the person or individual.
- Who will be there to charge the entrance fee? Should be DHHL.
- Economic opportunities for beneficiaries only.
- 100% economic self-sufficiency to support management program.
- Sell Hawaiian crafts.
- Economic dependence on farming and healing arts, medicinal arts, mele, hula events, language arts, mo‘olelo, teach Hawaiian.
- The shuttle service should be contracted out. Minimum requirements: license, insurance, safety permit, proper equipment.
- Economic self-sufficient for management program of the place, not for individuals.
- The whole idea is about “rehabilitation.” Make Hawaiians be able to function in the 21st century. The culture is not destroyed if you do it.
- Make the condition of the Hawaiian better. Modern lifestyle is cumulative effect on culture, not replace culture.
- Being on the land is the “primary” benefit to beneficiary. Not “job” opportunities but “entrepreneurial activities.” Would like to see raising of limu, moe, aquaculture, modern 21st century aquaculture.
- Since the plantation closed, people do anything for money, whether legal or not, like the tours.
- Tours needs to be regulated. DCCA, GET.
- Turn management over to local 501(c)3....(other notes of places?)
- Ranger position, not security guard.
- Internships.
- This is an industry we want to see here.
- “Establish a fishing village.” What does a 21st century village look like?
- Not regulate, enhance it.
- Let the beneficiaries access the social/business networks they have.
- We don’t want welfare. We want to be profiteers.



- 3-4 fishermen on a regular basis use the boat ramp.

- Green Sand Beach is not really safe. People have to climb down. Best to close it down, but it is human nature that people are going to climb down.
- How does the plan affect the use of the land by beneficiaries?
- The protection of cultural sites is separate and apart from managing the Trust's resources.
- Any use of the property by "subordinate" managers may be legal.
- What are you actually managing? Tourist, beneficiary use of the area, or responsibilities as a landowner?
- As the landowner, DHHL has the responsibility to take care of the property anyways.
- The Plan has to clearly articulate the benefit to beneficiaries. Raising food on land, businesses, and subsistence activities. Cultural activities.
- Allow people to do what they do naturally.
- Appeal to Ka'ū's independence. Go for it alone. They're independent spirit.
- How do we account for all the players: tourists, residents, and community?
- There are days you let the land rest.
- Mark the trail (Ala Kahakai).
- The road should be a maintenance road for fires, fire break not public access.
- Ka'ū is a treasure.
- No public access road, but it can be a road used by a shuttle service. But it should not be open to everyone.
- Turn the barracks into a camping group. Follow Keaukaha camping ground rules. Vacation days only. No fire pits, no fire. Permit should be fee. Camping site should have running water.
- Knock down the hoist.
- Dark parts above barracks have cultural sites, heiau, and iwi.
- Need a fishing program.
- Resting stations.
- Ka'ū group should manage the campground. DHHL should provide training opportunities to increase capacity.
- If people want to pick up rubbish "clean-up" day, then require them to invite and notify the Hawaiian community.
- Medicinal plants grow around the barracks (ilima, etc...) opportunity for la'au lapa'au.
- Control the vehicle access.
- Look at NPS and DLNR as models for management.
- Shut-it down, but have open process to bid for the right to provide shuttle service. (driver's license, legal vehicles, insurance, safe practices-not crowd in 20 people in one car).
- Put a gate up mauka to block access from KS lands.
- Set up larger enforcement staff with Nelson money.
- 6-month period of enforcement activity. Minimum 3 staff: at fork of road, by fish hoist, by KS access point.
- You will make plenty of money off of DHHL land for long time. Now time to reinvest into the land.

HEALTH AND SAFETY

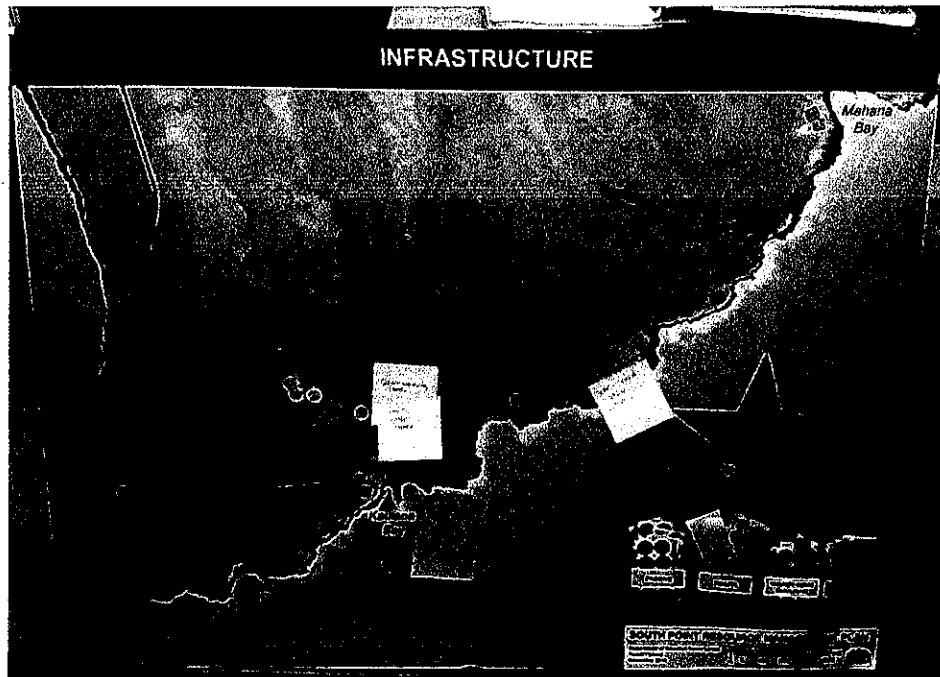
- Improvements to the Kaulana Bay boat ramp are needed. There are many roads from the barracks to the boat ramp, but most people use the one to the right (if facing makai). The road should be paved about 30 feet wide. The boat extension area is so shallow. There should also be a designated parking area for the boat trailers. One community member suggested one acre for the parking area for the boat trailed, but mentioned that by improving amenities, it would also attract more people to go fishing at South Point.
- A community member shared that they use quads to check out fishing spots along the coast before driving their truck to the fishing area. They commented that they would like stop the dirt bike and ATV riding from continuing in the area, but would still like to continue to ride their quads for fishing purposes.
- Tourists should be prohibited from driving all over the place, but some locals still want to drive along the coast to fish. A lot of the tourists do not know where to go.
- If people are going to volunteer and take care of the place, they shouldn't be charged to go in.
- People should only "take what they can eat." Some people catch so much fish that it goes to waste when it's stored in the freezer for too long from freezer burn. Is it possible to limit fishing to every other week per person? Sport fishing is an issue.
- Even if the fishing hoist is removed, people will still go cliff diving and find other ways to climb back up. Cliff diving is part of the recreational activity for locals. Tourists will just follow the locals even if the hoist is removed. A community member commented that she did not even notice that there were no jumping signs posted.
- Put up safety and rescue tube from the hoist to Kaulana Bay (i.e. Pinao Bay).
- Store safety equipment (i.e. jet ski) locked up nearby since current response time for emergencies take a long time. May have to work out an agreement with nearby lessee to store and "watch over" equipment on their property.
- There are graves everywhere and too many tourists visiting that area.
- Can we designate an area for dirt bike riding only?
- A community member mentioned enjoying driving to Green Sand Beach with the family, but would not walk in. They usually take a mauka route, which is what most of the locals take. She mentioned going through a lessee's property to access Green Sand Beach.
- A community member felt that the area to Green Sand Beach should be closed off to vehicles, but at the same time, what if a kupuna wanted to visit the place one last time and cannot walk in.
- A lot of people go to South Point for "mudbogging" after it rains.
- Does DHHL have the deed for this property? Do a title search.
- Putting trash cans in is important, but who will maintain them?
- Hire someone to monitor the area in addition to putting up signs (i.e. no dirt bike riding). Could start showing presence at least once a week, then more frequently.
- Putting in lua is important, but must consider where the maintenance truck can access it.
- Native plants such as 'ohai are located at South Point and 'ōpae can be found at Palahemo. Partnership opportunities with TNC and USFWS.
- Would like to see showers near the barracks. It should be a fishing village area.

- A pavilion for camping that is open to beneficiaries. Beneficiaries should apply for a camping permit.
- Place a sign near Uncle Tommy's house.
- There is a lot of money to be made from shuttling tourists, but it needs to be controlled first. **Money made from that service should also be given back to resource management of the land.**
- Consider improving the road in sections. One area to consider is from the barracks to Kaulana.
- Need a gate by Bishop Estate and DHHL land by Ka'alu'alu.

Community members were asked "What types of management activities would be important at South Point?" The following responses were written on the post-it notes:

- Designated trail path for people to walk
- Shut um down, no need put gate.
- Different languages for signs for tourists; or put different language on pamphlet
- On-site manager for the area; community members may want to volunteer such as lifeguards and nurses on site.
- Dig a big trench to stop vehicular access
- Signage to give respect for place and safety
- Restrooms! Yes!
- Close 1 day a week to let resources rest.
- Trash receptacles- strategic places.
- Water safety: lifeguard; County fund
- "House rules"-main one!-need now: speed limit, pick up 'opala, respect homesteaders
- Gate at top of Ka Lae right by Uncle Tommy's lot
- Having safety devices (rope/floatation) situated along coastline from cliffs to Kaulana Bay.
- Giving permission for fire-rescue to store a jet ski on homestead land.
- Drinking water access for sanitation.
- Use microorganisms for lua.
- Fund a position such as a "range" that is not DOCARE, but specific to South Point. Have them monitor the area to help people follow rules/laws.
- Guided horseback/donkey riding from Kaulana to Green Sand Beach
- Volunteer at the shack. If you love what you doing, do it for free. Try it one year then see how it works.
- Concession licenses: percentage goes to resource management. Needs to be Hawaiian organization.

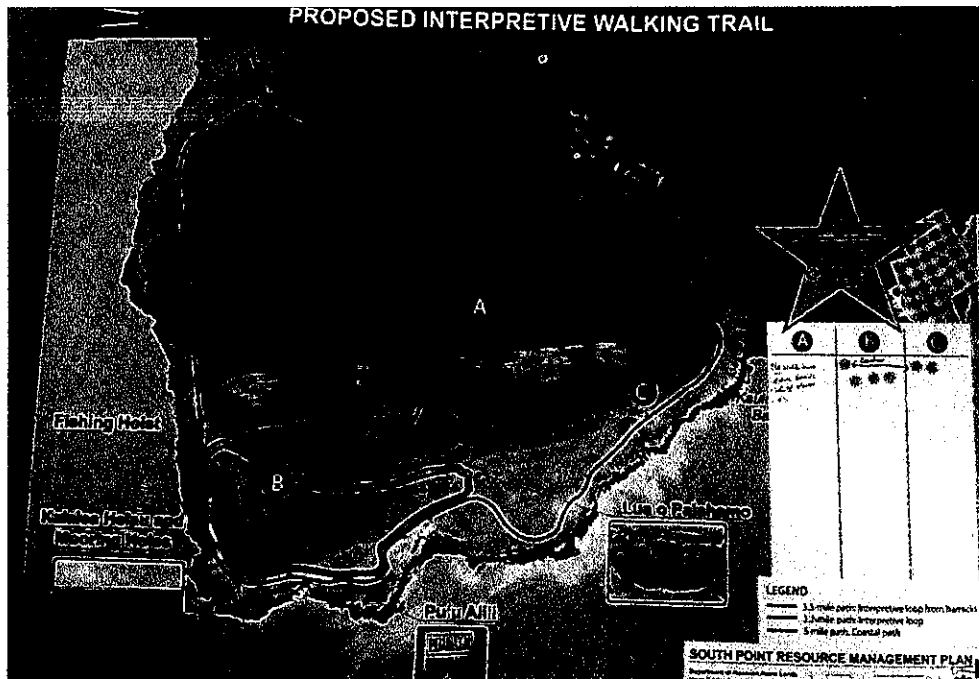
Infrastructure at South Point



- Trash bins: Put in trash bins near the fishing hoist and Kaulana Bay.
- Lua: Lua should be places near the hoist, Kaulana Bay, barracks, Mahana Bay, and half way from Kaulana to Mahana Bay. (Note: Maintenance truck must be able to access the lua; Currently maintenance trucks would not be able to access the lua near Kaulana and Mahana Bay.)
- Parking: Parking areas should be by the barracks (as it is now) and near the fishing hoist (on the mauka side of the road).
- Security shack/gate: Majority of the community members suggested placing the security shack near the fork on South Point Road. One person suggested placing the security shack at the start of DHHL's property near Uncle Tommy's house.
- Shower facilities
- Portable lua (maintenance truck must be able to access them to maintain lua)
- Shut the road first. Then, pave road in sections. There is a lot of money to be made at South Point.
- Water
- Trash bins
- Road for boat ramp

NATIVE HAWAIIAN CULTURE, KNOWLEDGE, AND TRADITIONAL PRACTICES

Comments on the Proposed Interpretive Walking Trail



- Why is Palahemo and Pu'u Ali'i on the map? Why would you put that out for everyone to see? The tourists are only interested in seeing 2 things: The fishing hoist and the Green Sands Beach (Mahana). Why would you put these [sacred] cultural places on a map—that will only make them interested in seeing it.
- Why isn't Mahana Bay on the map? Need to focus on where the tourists want to go—facilitate them getting there safely, without destroying our resource and without them getting hurt.
- Route C doesn't make any sense because there's nothing to see once you leave Palahemo. It's just a long, hot, uphill walk.
- Route A opens up a whole new area—please do not consider Route A. We don't need a whole new area opened up for cars, 4-wheelers to come in.
- Route B makes the most sense. When they get to Palahemo, the people who are physically fit and want the exercise can go to the Barracks through Route C; the people who are not physically fit can continue on Route B.

Camping at the Barracks

- Camping at Barracks is OK as long as there are guidelines. It should be only for summer time—so the kids can be a part of it. It should be for all Hawaiians. We want to have a say in it. The buildings are all there. There's a number of people that go down there—a lot of arguments, family against family.
- Guidelines for Camping at the Barracks:

- Noise limit
- Contain your rubbish
- Haul your rubbish out or give someone a job and have them do it.
- Kids need to be contained in barracks
- Animals need to be controlled (they mess all over the place)
- This is where water comes in
- Bring trash bags for rubbish
- Clean the area before you leave or you will be charged for the labor and time it takes for someone else to clean up your mess.
- There are many strange plants growing down there that should be inspected so we know what they are; so they are not invasive/detrimental to area.
- Plants such as 'Uhaloa are found near the Barracks.

Kaulana Bay for Fishermen

- Kaulana Bay should be returned back to the fishermen. We have agriculture, farming, ranching, but nothing on the ocean. We need to take care of the ocean resources because this is how we feed our families.
- We got \$1.3M from Akaka to improve boat ramp, but people complained and went against the improvements, so we got nothing. Kaulana Bay improvements were supposed to improve the road too. The plan was to construct a break water in alignment with the [lighthouse?]. There would be a loading dock on the breakwater so people could launch their boats safely. When you get close to the shoreline, it gets really dangerous. The next boat ramp is in Miloli'i and Punalu'u, but they are private ramps. The water comes in perpendicular? Crosses the ramp. There's a drop that is 30-feet down. These are private ramps. Kaulana is a State ramp. In the Kaulana Boat Ramp EIS, it identifies where there is fresh underwater. We had to prove that Kaulana Boat Ramp would benefit Native Hawaiians. Need to repair the road to Kaulana and need signage.

Mahana Bay—Where the tourists all want to go

- There is one family that takes tourists from the Barracks area to Mahana Bay. On the average, they have 10 trucks that make at least ten (10) trips to Mahana per day. They charge about \$15.00 to \$20.00 one way; \$30.00 to \$40.00 roundtrip. The families depend on this income to feed their family.
- Lots of people getting hurt.
- They need to take care of the place.
- Put in a toilet.
- There's no water there and tourists often pass out, dehydrated. When tourists go in, we kind of time them and wait for them to come back. If they're not back within a certain time, we go in.
- The road is getting worse. Lots of jeep rentals—they all go in on their own. They need to be monitored. We need to control access and have set roads. There are 5 different roads and now we're down to 1 road.

- Someone should get liability insurance.
- Need to fill holes/repair existing road to Mahana.
- Need signage.
- Access permit—so we know how long they're staying there, when they will be coming out.
- There should be manned informational booth/shack—if there are kupuna in the group who don't want to hike down, they can hang out around the informational shack, talk story with our local kupuna. It's not safe for all hikers. It's really hot and they don't think to bring water with them. A manned informational booth (not just an interpretive display/map) will give them information so they know what to expect.
- Maybe have limited shuttle service for kupuna—with golf carts.
- Need to let the land heal; prohibit cars going all over the place. Land needs to heal.
- Check the people, make sure they are alright to handle the hike.

Fishing Hoist

- People jump from the hoist and dive in. They don't realize how high it is; they don't realize how dangerous it is.
- Remove the hoist—there's no need for it anymore. Before there was 6 to 7 hoists that would service 15 to 18 boats. People would use the traditional mooring holes. But there's too much wind.
- People pole fish over the cliff. They use big trash bags as a sail to take their line out. But this is not good because the wind breaks the trash bag off and it goes in the ocean. DLNR was supposed to stop it.

KS Lands

- Should be fenced off. They should be responsible for their area.

Additional Comments

- A traditional cultural practice is Makahiki.
- Willama Viernes knows the iwi.
- In the cave, Lua o Makalei, they found fishhooks.
- People used to dance hula on the platform [location?]
- John Kalua'u is a lessee. I support him to take care of the land.
- Sean Naleimaile has done archaeological work.
- Violet Hausen has done archaeological studies for the Bishop Museum
- All burials are good above _____?, but the lava covered it up.
- The Heiau, Palahemo and Pu'u Ali'i should be kapu to tourists; it should be for cultural practitioners.

In-depth Interviews (2 respondents)

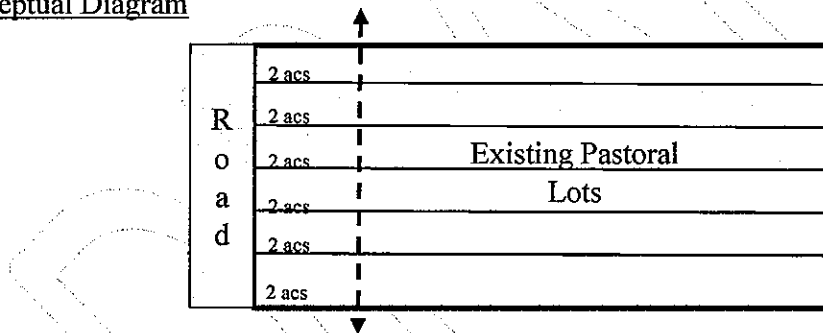
[Staff Note: We were able to engage in a deeper discussion with two people. The discussions naturally covered more ground, beyond the scope of the speak-out materials. The notes below capture highlights of these talk story sessions.]

Guy who knew about water?? First guy that spent time at the booth

- Water line from Ha‘ao Springs to the Water Tank has asbestos in it and poses a health problem. County water comes from Ha‘ao Springs to the chlorination sites. There’s an 8-inch pipe and 2 storage tanks. Nā‘ālehu, Honu‘apo, and South Point are chlorination sites(?). The only way the pipe can be changed is through the County.

There’s a moratorium on any development along the water line because there’s too many people on the line. The area between Oceanview and the Kamehameha land is Pu‘u‘eo which is supposed to have 52 [Ag?] lots. Lift the moratorium and put people on the 52 lots, but relocate them to the pastoral land area. The pastoral lots are long and narrow. Each lot is right on the road. Cut out 2 acres from each lot for agricultural uses (see conceptual diagram). Either exchange the pastoral lots for the ag lots or carve out some of the pastoral area for agricultural lots because it has more soil. The area that is planned for the 52 lots is rocky land with a lot of Christmas berry. It’s not good land for agriculture, but could be used for pastoral; the pastoral lots would be better for agriculture. It carves out 2 acres from each Pastoral Lot along the road for the 52 Ag Lots.

Conceptual Diagram



- There would be 52 lots, 2 acres each. Lessees would be required to build a house. DHHL provides a “rural road” and water. [Not sure how Pastoral lessees would access their lots if the 52 lots are along the road. Not sure whether this would work for 52 lots.]

18-year old Granddaughter of one of the leaders

[Staff Note: This girl was really mature for her age. She had to move to the mainland with her parents, who didn’t want to live in Ka‘ū. She loves living in Ka‘ū so she moved back and lived with her grandfather. She will attend UH, Hilo and hopes to get a job that allows her to live in Ka‘ū. In addition to asking her the standard questions, we asked her specific questions related to “Next Gen” activities.]

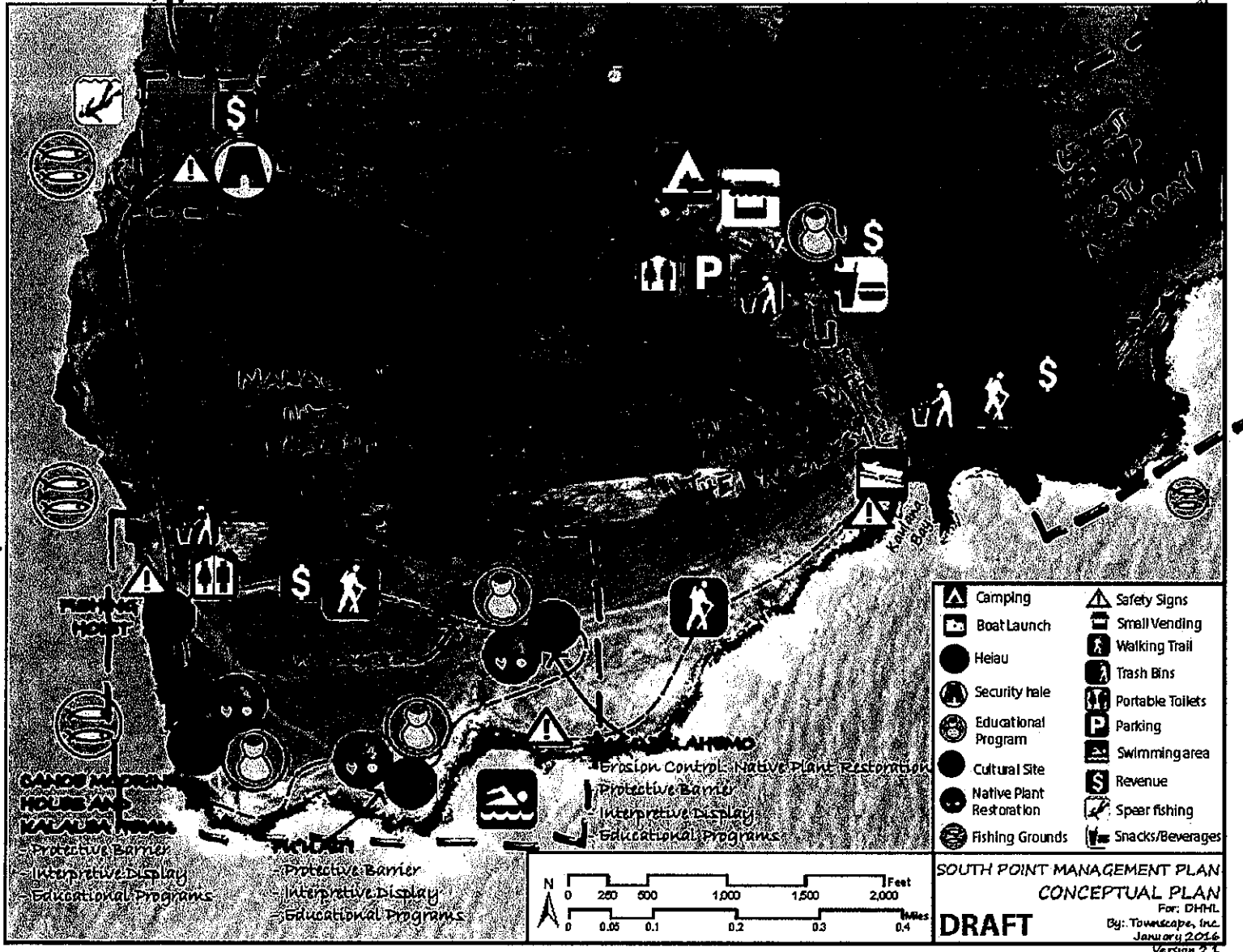
- Comments on the Proposed Interpretive Walking Trail: Why is Palahemo and Pu‘u Ali‘i on the map? Why would you put that out for everyone to see? The tourists are only interested in seeing 2 things: The fishing hoist and the Green Sands Beach (Mahana). Why would you put these [sacred] cultural places on a map—that will only make them interested in seeing it.
- Everyone camps at Ka‘alu‘alu. It’s farther inland from the coast and there are shady trees. It’s also a surf spot. It’s between DHHL lands and KS lands.
- Some people my age like to go mud-bogging with quads after a big rain. Most of the dirt roads have gates and locks so this is the only place we can go. We take the long road by the pasture, between KS and DHHL lands.
- There are restrictions around Pinao Bay. [Where’s Pinao Bay?] No one knows about Pinao Bay—it’s what we call it. It’s the flat area [mauka of Pu‘u Ali‘i?]. The mud-bogging there is too much. They cause a ruckus—they have the toys to do it. This place is where we take our kids because there’s a reef that makes a protected area where it’s safe for the kids. But the mud-boggers come in and then the dust comes in. Then you have conflicts over the dust—and this conflict escalates, then you have people who don’t like each other.
- If you want to stop the 4-wheeling, you need to find a place where people can go 4-wheeling, where they can go with their quads.
- Regarding traditional, cultural practices, I don’t see too many practitioners, but I see that there are people who are trying to bring it back—certain families.
- I love living in Ka‘ū. My best time as a kid was riding a quad with my grandfather. He would drive along the fenceline (to check the fenceline), then we’d go swimming.
- I have lived in other places outside of Hawai‘i which is why I appreciate this place so much now. I want to live here. It’s not too crazy; it’s simple living.

SUMMARY OF RECOMMENDED PROJECTS, ACTIONS, AND STRATEGIES		
Immediate	Health and Safety	<ul style="list-style-type: none"> • Install Portable Toilets • Provide trash bins at heavily visited areas. • Public Education and Awareness Campaign • Designate staff in the ICRO Division to monitor and have an active presence on social media sites to regulate and inform the public of unpermitted uses at South Point. • Send a clear message of DHHL's official policies, strict rules and permitted uses at South Point via multiple communication channels. • Prohibit ground and open fires at South Point.
	Cultural and Natural Resources Management	<ul style="list-style-type: none"> • Hire "park rangers" to strictly regulate and enforce DHHL rules for South Point. • Design and install interpretive displays for significant cultural and natural sites.
	Native Hawaiian Culture, Knowledge, and Traditional Practices	<ul style="list-style-type: none"> • Provide access for native Hawaiian use of resources for traditional and cultural practices.
Near-term	Health and Safety	<ul style="list-style-type: none"> • Install proper safety and regulatory signs. • Provide lifesaving equipment near shoreline. • Hire "park ranger(s)" to serve as educational and enforcement staff for Ka Lae. • Develop a fire management plan.
	Cultural and Natural Resources Management	<ul style="list-style-type: none"> • Partner with community organization(s) to develop powerful educational materials explaining the cultural and natural landscape at South Point. • Improve native plant communities at South Point. • Partner with community organization(s) to construct protective barriers such as a stone wall around cultural sites, including wahi kūpuna. • Set, enforce and monitor human carrying capacities to limit users for South Point that would be subject to adverse effects from unrestricted levels of use.
	Native Hawaiian Culture, Knowledge, and Traditional Practices	<ul style="list-style-type: none"> • Encourage 'āina-based educational programs that utilize resources that exist within the community at South Point.
	Economic Self-Sufficiency	<ul style="list-style-type: none"> • Implement user (or resource management) fees for South Point. • Designate a small area for economic opportunities such as vending of snacks, beverages, food, and local crafts to generate some revenue for resource management.
Long-term	Health and Safety	<ul style="list-style-type: none"> • Work with the Hawaii County Fire Department to include a personal rescue watercraft at Nā'ālehu Fire Station. • Remove the ladder near the hoist. • Improve access to the ocean at Ka Lae by improving the Kaulana boat ramp and launching area. • Designate Access Road to Mahana Bay.
	Cultural and Natural Resources Management	<ul style="list-style-type: none"> • Designate a walking path that guides visitors around the cultural and natural resources near South Point. • Designate a walking trail with resting shelters from Kaulana Bay to Green Sand Beach. • Fill in ruts to Green Sand Beach.
	Native Hawaiian Culture, Knowledge, and Traditional Practices	<ul style="list-style-type: none"> • Designate an area for 'ohana camping through a permit system. • Identify area and develop a "fishing village" where it will serve as the gathering place to support the perpetuation of Hawaiian culture, knowledge and education.
	Economic Self-Sufficiency	<ul style="list-style-type: none"> • Provide access to economic opportunities from shuttling visitors from Kaulana Bay to Green Sand Beach. • Support heritage tourism programs where the community could provide guided interpretive tours of cultural and natural resources. • Support ecotourism programs that engage visitors in restoration and conservation work at South Point.

9. Conceptual Plan

EXHIBIT "D"

MANAGEMENT UNIT #1
 "SOUTH POINT ENTRANCE"



DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION
FEBRUARY 22 & 23, 2016
KAPOLEI, O'AHU

AGENDA SECTION III.

J-ITEMS
GENERAL AGENDA

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission
SUBJECT: Request to Address the Commission – **PATRICK KAHAWAIOLAA –
President, Keaukaha Community Association**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Mr. Kahawaiolaa wishes to address the Commission regarding Support for transfer of Crichton to Daffron and other issues regarding Keaukaha Community Association

ITEM NO. J-1

Burrows-Nuuanu, Leatrice W

From: Pat Kahawaiolaa <kcaiprez@gmail.com>
Sent: Tuesday, February 09, 2016 7:27 PM
To: Burrows-Nuuanu, Leatrice W
Subject: Fwd: Pu'u O'o / Humu'ula Projects

Aloha Leah, things are moving at lightening speed so I may need to address the commission on a plan (not a draft proposal) for a place ready to put in place for beginning to provide the infrastructure needed to move forward with Security, gorse control, access and beginnings of game management both Pipi & sheep, goats. Please let me know when we are able or if we are within the deadline to be placed on the next commission agenda.

Sent from my iPhone...

'Owau me ka ha'a ha'a

Patrick L. Kahawaiolaa

Begin forwarded message:

From: Leonard Tanaka <ltanaka@tntelectric.com>
Date: February 9, 2016 at 5:38:09 PM HST
To: Pat Kahawaiolaa <kcaiprez@gmail.com>
Subject: Pu'u O'o / Humu'ula Projects
Reply-To: ltanaka@tntelectric.com

Aloha Uncle Pat,

Good to see you last night and to talk a little bit more about the Gorse control and Pipi management up at Pu'u O'o.

As mentioned, I'd like to go up to the area this Saturday with some beneficiary volunteers to spray some of the Gorse along the roadways...on Mana Road as well as the road that leads to the Pu'u O'o cabin area. My thoughts were to go early in the morning, meet at sheep station at 6:30 am and work until 11:00 am, or until the water and herbicide runs out. I'd like to partner with you and have some beneficiary volunteers from Keaukaha to help out, if possible. If you can get a few people with their own backpack sprayers, that's great, if not this time around, I have a few beneficiaries that are involved with our sheep management that are willing to help.

Let me know if this is "pono" with you, as the same arrangement would be with the ungulate management. Later, lets sit down and meet and discuss the overall vision for Aina Mauna and how you and I can work together on other issues and opportunities like we did during our field visit with Mike.

Mahalo nui,

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **MARION KAPUNIAI – Lessee**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Ms. Kapuniai wishes to address the Commission regarding various lease issues.

ITEM NO. J-2

Burrows-Nuuanu, Leatrice W

From: Duke Kapuniai <duke@sandwichisles.net>
Sent: Tuesday, February 09, 2016 8:34 AM
To: Burrows-Nuuanu, Leatrice W
Subject: Request to address the Hawaiian Homes Commission - Regular Meeting Feb 22/23

Good Morniing:

I would like to address the HHC at this meeting.

Thank you!

M Kapuniai 936-0157

Burrows-Nuuanu, Leatrice W

From: Duke Kapuniai <duke@sandwichisles.net>
Sent: Wednesday, February 17, 2016 8:52 AM
To: Burrows-Nuuanu, Leatrice W; Masagatani, Jobie K; Aila Jr, William J
Cc: makaliu@aol.com; Stonebridge@hawaii.rr.com; Michael Kahikina; bill@hmshawaii.com; cantodoreen@gmail.com; rossdavis777@yahoo.com; kchin187@gmail.com
Subject: RE: February 2016 HHC Meeting Agenda - February 22 & 23, 2016, Hale Pono'i, Kapolei

I PROTEST "COMMISSION MEETING PACKETS WILL BE AVAILABLE AT dhhl.hawaii.gov, BY SATURDAY, FEBRUARY 20, 2016".

This action and strategy to limit access of information is a violation of my rights, a violation of rights to information to all beneficiaries of the Hawaiian Homes Commission Act, particularly, that group of people to whom you have vowed to protect and provide services.

This proposed delay in release of full agenda items is a violation of HRS 92-1; 92-7; and Office of Information-PROCEDURAL REQUIREMENTS/Notice and Agenda.

Good Morning to you all!!!!
M Kapuniai

From: Burrows-Nuuanu, Leatrice W [mailto:leatrice.w.burrows-nuuanu@hawaii.gov]
Sent: Tuesday, February 16, 2016 5:49 PM
To: Burrows-Nuuanu, Leatrice W
Subject: FW: February 2016 HHC Meeting Agenda - February 22 & 23, 2016, Hale Pono'i, Kapolei

Aloha kākou,

You'll find attached the agenda for this month's regular meeting of the Hawaiian Homes Commission. Our meeting will be held on Monday and Tuesday, February 22 & 23, 2016, here at Hale Pono'i, in Kapolei. There is no community meeting scheduled for February.

The agenda and meeting packet will be available at dhhl.hawaii.gov by Saturday, February 20, 2016.

Mahalo,



Leah Burrows-Nuuanu
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, HI 96707
Phone: 808 620 9504/ Fax: 808 620 9529
Email: Leatrice.W.Burrows-Nuuanu@hawaii.gov

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **ROCKYLIN LOO – Lease Transfer**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Mr. Loo wishes to address the Commission regarding a lease transfer.

ITEM NO. J-3

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 23, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **LEHUANANI
KAMAEWAKAINAKALEOMOMONA**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Princes Lehuanani wishes to address the Commission regarding Kahikinui.

ITEM NO. J-4

Burrows-Nuuanu, Leatrice W

From: Princeslehuani <princeslehuani@yahoo.com>
Sent: Wednesday, December 16, 2015 1:46 PM
To: Burrows-Nuuanu, Leatrice W
Subject: Reschedule J agenda meeting

Aloha Leah

I had to leave after waiting for 4 long hours..... And not be heard after another 2 hours..... was very over whelming..... let me know..... thank you
princeslehuani

Sent from my iPhone

On Dec 9, 2015, at 1:24 PM, Princeslehuani <princeslehuani@yahoo.com> wrote:

Sweetheart you arethank you Leah

Sent from my iPhone

On Dec 9, 2015, at 9:39 AM, Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

Aloha Princeslehuani,
E kala mai! I thought it was an informal title as it is missing the second "s." But if it is your legal name, I apologize! We cannot change the agenda at this point, but I will note it for the official record.

Mahalo, Leah

From: Princeslehuani [<mailto:princeslehuani@yahoo.com>]
Sent: Tuesday, December 08, 2015 7:08 PM
To: Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>
Subject: Re: December 15, 2015 - HHC J-Agenda Confirmation

Thank You Leah

I noticed you missing parts of my first full name.... Princeslehuani....Can you make the proper adjustments.... Thank You

Sent from my iPhone

On Dec 8, 2015, at 3:34 PM, Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

Aloha Lehuani,
I've attached a letter confirming your J-Agenda listing. You'll also find attached the filed HHC December agenda and community meeting flyer. We look forward to seeing you soon.
Mahalo,

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission
SUBJECT: Request to Address the Commission – **ERIC S. KNIGHT, Transfer Lease Request**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Mr. Knight wishes to address the Commission regarding a lease transfer.

ITEM NO. J-5

DATE: 1-19-2016

TO: HAWAIIAN HOMES COMMISSION

FROM: ERIC S. KNIGHT

SUBJ: REQUEST AN EXCEPTION FOR TRANSFER OF LEASE PRESENTLY DENIED ME DUE MY BLOOD
QUANTUM STATUS – LESS THAN 50%.

DEPT. OF LAND & NATURAL RESOURCES
HAWAIIAN HOME LANDS
2016 JAN 19 PM 2:14

DEAR SIRs:

THIS LETTER IS BEING WRITTEN TO REQUEST AN AUDIENCE(UNDER ADGENDA J) BEFORE THE COMMISSION MEMBERS.

MY INTENT HERE IS TO REQUEST AN EXCEPTION FOR TRANSFER OF LEASE WHICH I AM PRESENTLY DENIED DUE TO MY BLOOD QUANTUM LEVEL.

MY APPLICATION FOR A HOMESTEAD BENEFICIARY WAS FILED IN "IN GOOD FAITH" AND I PROVIDED ALL THE REQUESTED DOCUMENTS AVAILABLE TO ME AT THAT TIME TO QUALIFY.

I HAVE BEEN ON THE LIST OF APPLICANTS FOR A HOMESTEAD FOR MANY YEARS AND WAS EXTREMELY EXCITED ABOUT BECOMING A BENEFICIARY.

I HAVE BEEN A BENEFICIARY IN KAUPUA FOR NEARLY 9 YEARS NOW.

WHEN A REQUEST FOR TRANSFER OF LEASE WAS MADE, I WAS VERBALLY TOLD IT WAS DENIED DUE TO MY BLOOD QUANTUM NOW BEING IN QUESTION.

IT'S BEEN NEARLY 2 YEARS SINCE MY REQUEST AND THIS HAS CREATED MORE OF A FINANCIAL HARDSHIP SINCE THEN.

FOR THESE REASONS AND OTHERS, I REQUEST A HEARING BEFORE THE COMMISSION AT THE EARLIEST AVAILABILITY.

MAHALO,



ERIC S. KNIGHT

EMAIL: ERICKNIGHTHAWAII@YAHOO.COM

CELL: 808-330-2863.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **HOMELANI SCHAEDEL - Maluohai**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Ms. Schaedel wishes to address the Commission regarding a Maluohai.

ITEM NO. J-6

Burrows-Nuuanu, Leatrice W

From: Homelani Schaedel <homeschaedel@hawaii.rr.com>
Sent: Wednesday, January 13, 2016 10:35 AM
To: Burrows-Nuuanu, Leatrice W
Subject: RE: January J-Agenda Option Available

Aloha e Leah:

Mahalo for sending me the draft. Please put me on the J-Agenda for February, preferably in the top 3.

Malama pono,
Aunty Home

From: Burrows-Nuuanu, Leatrice W [mailto:leatrice.w.burrows-nuuanu@hawaii.gov]
Sent: Wednesday, January 13, 2016 10:12 AM
To: Homelani Schaedel <homeschaedel@hawaii.rr.com>
Subject: RE: January J-Agenda Option Available

Aloha Aunty,
This is the draft. I'm only waiting for the AGs office to take one last look before I file.

From: Homelani Schaedel [mailto:homeschaedel@hawaii.rr.com]
Sent: Wednesday, January 13, 2016 9:20 AM
To: Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>
Subject: RE: January J-Agenda Option Available

Aloha e Leah:

Can you please let me know how many others are on the J-Agenda and what position would I be in so I can decide?

Mahalo,
Aunty Home

From: Burrows-Nuuanu, Leatrice W [mailto:leatrice.w.burrows-nuuanu@hawaii.gov]
Sent: Tuesday, January 12, 2016 10:41 AM
To: homeschaedel@hawaii.rr.com
Subject: January J-Agenda Option Available

Aloha Aunty Home,
Jobie is allowing J-Agenda testimony on Tuesday, to allow beneficiaries to go to the Leg. Opening on Wednesday. Do you want to change too? J- Agenda on Tuesday afternoon will start around 4pm, after all of the regular business is completed. Let me know and I will move you.
Mahalo,



Leah Burrows-Nuuanu
Hawaiian Homes Commission

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission
SUBJECT: Request to Address the Commission – **ANNIE AEA, Vinyl Fence along
Kama'aha**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Ms. Aea wishes to address the Commission regarding a fencing issue along her homestead residential lot.

ITEM NO. J-7

Jan. 12, 2016

To: Jobi Masagatari and the
Commissioners -

I Annie Aea, writing this letter
to let you know, in the event I
cannot be there for the commissioners
meeting dated on Feb. 23, 2016, I
give authority to former commissioner
Uncle Joe Taril the right to represent
me. Also, maybe Iwalani McBryer
We all have discuss this problem
over 4 yrs. ago, when he first got on
the commission. As a result he's
well aware of the situation.

Annie Aea

2016 JAN 12 A 11:08

DEPT. OF HAWAIIAN
HOME LANDS

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 23, 2016

TO: Chairman and Members, Hawaiian Homes Commission
SUBJECT: Request to Address the Commission – **ROBIN DANNER – Chairman, State Council of Hawaiian Homestead Associations**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Ms. Danner wishes to address the Commission regarding advocacy projects of the SCHHA.

ITEM NO. J-8

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 23, 2016

TO: Chairman and Members, Hawaiian Homes Commission
SUBJECT: Request to Address the Commission – **MICHELLE KA'UHANE -- Chairman
and CEO, Council for Native Hawaiian Advancement.**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Ms. Kauhane wishes to address the Commission regarding progress regarding the 9-acre parcel.

ITEM NO. J-9

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **GEORGE MATTHEWS, Successorship**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Mr. Matthews wishes to address the Commission regarding the Successorship of Robert H. Matthews Sr.

ITEM NO. J-10

Monday January 11, 2016

To whom it may concern:

I would like to request an audience of the Hawaiian Homes Commission here in Honolulu at this months January 20th and 21st meeting under the "J" agenda.

Regards,

George W Matthews
Beneficiary
808-783-7955 phone
gmatthews808@hotmail.com

Hand delivered 01/11/16 91 Kapolei Parkway Kapolei HI 96707

CC Chairwoman Jobie Masagatani
Housing Department Isaac Takahashi
West Hawaii Supervisor Jim DuPont
Secretary Lea Burrows-Nuuanu
Applications Kana'i Kapeliala
Ross Ikenaga

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **AARON MAHI, Longterm License for Ha'iku Land**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Mr. Mahi wishes to address the Commission regarding a longterm license to Ko'olau Foundation for Ha'iku Land.

ITEM NO. J-11



Ko'olau Foundation

P. O. Box 4749
Kane'ohe, HI 96744

DEPT. OF HAWAIIAN HOME LANDS

2016 JAN 20 AM 9:53

December 31, 2015

Ms. Jobie Masagatani, Director
Department of Hawaiian Home Lands
Post Office Box 1879
Honolulu, HI 96805

Re: Request for Long-term License for Ha'iku Valley Lands

Aloha Director Masagatani:

On behalf of the Ko'olau Foundation and its board of directors, I send you our best wishes for a successful and productive year ahead.

We have enclosed an application form for a long-term license to establish a cultural preserve on lands you hold in Ha'iku valley, ahupua'a He'eia, moku Ko'olaupoko, O'ahu.

The Ko'olau Foundation has been working for many years on this initiative, with work having begun in the mid-1990s, prior to the transfer of this property to DHHL. We have held community meetings and numerous stakeholder meetings with the neighborhood boards, the Ko'olaupoko Hawaiian Civic Club, and many others.

With funding from the Office of Hawaiian Affairs, we hired Townscape, Inc., and have developed a conceptual plan for the preserve, and have introduced the plan to your staff, to Ke Kula Samuel M. Kamakau charter school, the Board of Water Supply, Kamehameha Schools and others. The cultural preserve has won the support of both the Kane'ohe and Kahalu'u Neighborhood Boards.

We know that among the key concerns of both your agency and residents in the area – as well as the charter school which holds a lease to the Quarantine Station area – is security. Among the top priorities for any work we would do in the valley would be to develop a security plan, acquire funding for 24-hour security, and ensure that this program would include roving patrols throughout the valley and outside the valley at all identified access points.

We ask for your serious consideration of our application and request an appointment to meet with you and discuss this proposal further.

Please let me know what date and time is available for us to come in and meet with you. If possible, we would prefer that you come to meet with us in Ha'iku Valley so that you can hear and see, first-hand, the scope and vision developed by our board for this important wahi pana.

We would also like the opportunity to present our vision before the Hawaiian Homes Commission, and ask that this item be placed on your agenda.

I can be reached via email at: amahi@pidfoundation.org; or by phone at (808) 722-2703.

Mahalo for your consideration of our request.

Me kealoha pumehana,

A handwritten signature in black ink, appearing to read 'A. Maahi', with a long horizontal line extending to the right.

AARON D. MAHI
President

cc: Ko'olaupoko Hawaiian Civic Club
Office of Hawaiian Affairs

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 22, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **KIKA BUKOSKI, ROE A. Silva**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Mr. Bukoski wishes to address the Commission regarding a right of entry matter.

ITEM NO. J-12

Burrows-Nuuanu, Leatrice W

From: opala@maui.net
Sent: Thursday, February 04, 2016 10:27 AM
To: Burrows-Nuuanu, Leatrice W
Cc: Masagatani, Jobie K; Aila Jr, William J; ALAN SILVA
Subject: Request To Be Placed On The Agenda for February Commission Meeting

Aloha Lea;

Hope all is well.

I would like to kindly request placement on the February Commission Meeting Agenda to address the Commission regarding ROE645 and a matter involving Permittee A. Silva and a third party B. Char.

DHHL records should confirm that I am a duly authorized representative, authorized to represent Mr. Silva on matters related to ROE645. Mr. Silva has asked me to provide information to the Commission related to his ROE with DHHL and the situation involving a third party, Mr. Ben Char. The intent of the request is for informational purposes only and to keep the Commission informed.

Please let me know if you need any further information and whether or not my request is received and confirmed. Mahalo.

Malama Pono,

Kika G. Bukoski
P.O. Box 22937
Honolulu, Hawaii 96823

Mobile Phone:(808) 250-5452 (Maui)
Email: opala@maui.net

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STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 23, 2016

TO: Chairman and Members, Hawaiian Homes Commission

SUBJECT: Request to Address the Commission – **BO KAHUI – Executive Director, La'iohua 2020.**

RECOMMENDED MOTION/ACTION

None. For Information Only.

DISCUSSION:

Mr. Kahui wishes to address the Commission regarding grants and homestead beneficiary organizations sustainability.

ITEM NO. J-13

Burrows-Nuuanu, Leatrice W

From: Bo Kahui <bokahui@laiopua.org>
Sent: Tuesday, February 16, 2016 6:02 PM
To: Burrows-Nuuanu, Leatrice W
Cc: Bo Kahui; Dora Aio; Kapua Baker; Karleen Cox; Kauhane Ben Heloca; kca Sam Walker; Mark Aiona; Rudy A'i; Avery Kramer; Daisy Mitchell; diana. akao; Greg Ogin; Isaac Sylva; Sam Walker Sr; Tommy Hickox
Subject: Re: Request to be Placed on the J agenda

Aloha Chair Masagatani & Lea,
We, Laiopua 2020 and Villages of Laiopua Association appreciate the courtesy to address the Commission on Feb 19th at Hale Pono at DHHL.
We look forward to a positive dialogue regarding the following matters:

- Laiopua 2020 Water Development Plan: Purpose
 - L2020 \$5.5 CIP Bill related to water development
 - USDA Funding of 45% the project costs
 - Site Plan determined
 - Support for L2020 proposed water plan: see attached
 - Request for Administrative Funding/ Consulting Services to support Water Initiative
- Follow-up on request for \$225K Program funding
- Follow-up on the VOLA notice to seek Contested Case Hearings see attached

Mahalo Nui
Craig "Bo" Kahui
Executive Director
Laiopua 2020
808-327-1221

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On Tue, Feb 16, 2016 at 5:40 PM, Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

Aloha Mr. Kahui,

Please find attached the February 2016 HHC Agenda and your J-Agenda Confirmation Letter for Monday, February 22, 2016.

Mahalo, Leah