# STATE OF HAWAI'I DEPARTMENT OF HAWAIIAN HOME LANDS

# HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA

91-5420 Kapolei Parkway, Kapolei, Oʻahu, Hawaiʻi Monday, January 27, 2020 at 9:30 a.m. to be continued, if necessary, on Tuesday, January 28, 2020, at 9:00 a.m.

Note: Commission Meeting Packets will be available at dhhl.hawaii.gov, by Thursday, January 23, 2020.

#### I. ORDER OF BUSINESS

- A. Roll Call
- B. Approval of Agenda
- C. Approval of Minutes for April 2019, November 2019
- D. Public Testimony on Agendized Items

#### II. ITEMS FOR DECISION MAKING

# A. REGULAR AGENDA

Office of the Chairman

C-1 Approval of Lease Awards (see exhibit)

#### Homestead Services Division

- D-11 Approval to Set Aside Commission Action on July 15, 2019, Regarding Designation of Tenant in Common Successor to Lease No. 1758, Lot No. 87, Waimanalo, Oahu KUULEI K. PETTY-HANAWAHINE
- D-13 Approval to the Extension of Homestead Leases That Are Due to Expire in the Year 2029 or Earlier

# Land Development Division

E-1 Request for Relocation – KIMO D. ALULI, Residential Lease No. 6504, Lot No. 2, Anahola, Kauai

# Land Management Division

- F-1 Approval to Lease Extension, General Lease No. 283, Hawaii Public Housing Authority Ulu Ke Kukui Transitional Housing Program, Waianae, Island of O'ahu, TMK No. (1)8-7-010:030:(por.)
- F-2 Approval to Acquisition of Properties from the Trustees of the Estate of Bernice Pauahi Bishop, Moiliili, Island of O'ahu, TMK Nos. (1)2-7-011:008, :009, & :053

# III. ITEMS FOR INFORMATION/DISCUSSION

#### A. REGULAR AGENDA

# Planning Office

G-1 For Information Only – Water System 101: Technical, Managerial, Financial Capacity

- G-2 For Information Only U.S. Department of Agriculture Rural Development Water and Environmental Program Financing
- G-3 For Information Only Grants Status Report End of 2<sup>nd</sup> Quarter 2019
- G-4 For Information Only Moloka'i Regional Plan Update

# IV. EXECUTIVE SESSION (discussion to be held during lunch break)

The Commission anticipates convening in executive meeting pursuant to Section 92-5(a)(4), HRS, to consult with its attorney on questions and issues pertaining to the Commission's powers, duties, privileges, immunities, and liabilities on these matters.

- 1. Discussion on Richard Nelson, III et al., v. HHC et al., Civ. No. 1CC07-1-1663-08
- 2. Discussion on Lois Duncan, et al. v. DHHL, Civ. No. 5CC19-1-000037
- 3. Discussion on Manawalea Riding Center v. DHHL, Civ. No. 1CC18-1-
- 4. Discussion on DHHL v. Ben Char, et al., Civ. No. 1RC15-1-011007
- 5. DHHL Development Budget FY 2020
- 6. Lease Amendment Language Related to Illegal Activity

# V. ITEMS FOR DECISION MAKING

Administrative Services Office

H-I Approval to Amend to FY 2020 DHHL Development Budget

# VI. ITEMS FOR INFORMATION/DISCUSSION

# A. GENERAL AGENDA

Requests to Address the Commission

- J-1 Emmett E. Lee Loy Kahikinui Leases
- J-2 Bo Kahui Villages of La'i'Opua
- J-3 Liko Wallace Na'iwa Homestead Association
- J-4 Mark Kong Encroachment of property
- J-5 Robin Danner Sovereign Council of Hawaiian Homestead Associations Quarterly Report
- J-6 Frankie Vaughn & Vanessa Vaughn Waimānalo Homestead Issues
- J-7 Gil Campbell Waimānalo Homestead Issue
- J-8 Princeslehuanani Kumaewakainakaleomomona Request for Hearing
- J-9 Germaine Toguchi DHHL Projects Along Waianae Coast

# B. WORKSHOP

Land Development Division

E-2 For Information Only – West Oahu Project Updates

# STATE OF HAWAI'I DEPARTMENT OF HAWAIIAN HOME LANDS

# HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA

91-5420 Kapolei Parkway, Kapolei, Oʻahu, Hawaiʻi Tuesday, January 28, 2020, at 9:00 a.m.

#### I. ORDER OF BUSINESS

- A. Roll Call
- B. Public Testimony on Agendized Items

#### II. ITEMS FOR DECISION MAKING

#### A. CONSENT AGENDA

Homestead Services Division

- D-2 Ratification of Loan Approvals (see exhibit)
- D-3 Approval of Consent to Mortgage (see exhibit)
- D-4 Approval of Streamline Refinance of Loans (see exhibit)
- D-5 Approval of Homestead Application / Cancellations (see exhibit)
- D-6 Commission Designation of Successor to Application Rights of SOLOMON K. KAHAAWI (Deceased) Public Notice 2017
- D-7 Approval of Designation of Successors to Leasehold Interest and Designation of Persons to Receive the Net Proceeds (see exhibit)
- D-8 Approval of Assignment of Leasehold Interest (see exhibit)
- D-9 Approval of Amendment of Leasehold Interest (see exhibit)
- D-10 Approval to Issue Non-Exclusive Licenses for Rooftop Photovoltaic Systems for Certain Lessees (see exhibit)
- D-12 Cancellation of Lease **JEWELLYN P.P. CRAWFORD**, Residential Lease No. 3849, Lot No. 340, Nanakuli, Oahu
- D-14 Surrender of Joint Tenant Interest **KELIIMANA MARK-LEWIS**, Residential Lot Lease No. 344, Lot No. 175-A, Nanakuli, Oahu
- D-15 Commission Designation of Successor **JOHN KAUPU**, Residential Lease No. 9088, Lot No. 385, Keaukaha, Hawaii
- D-16 Cancellation of Lease **WILLIAM G. AKI**, Agriculture Lease No. 2375, Lot No. 8, Hoolehua, Molokai and Lot No. 11A, Kalamaula, Molokai

# B. REGULAR AGENDA

# Planning Office

G-5 Approval of Recommendations for Capacity Building Grant Awards and Regional Plan Priority Project Grant Awards (statewide)

#### III. ITEMS FOR INFORMATION/DISCUSSION

#### A. REGULAR AGENDA

Homestead Services Division

- D-1 HSD Status Reports
  - A Homestead Lease and Application Totals and Monthly Activity Reports
  - B Delinquency Report
  - C DHHL Guarantees for FHA Construction Loans
  - D DHHL Guarantees for USDA-RD Mortgage Loans

#### IV. ANNOUNCEMENTS AND ADJOURNMENT

- A. Next Meeting February 18 (Tue) & 19 (Wed), 2020 Kapolei, O'ahu, Hawai'i
- B. Adjournment

Note: Contested Case Hearings begin at 1:00 p.m.

William J. Aila Jr., Chairman Hawaiian Homes Commission

# **COMMISSION MEMBERS**

Randy K. Awo, Maui

Patricia L. Teruya, O'ahu

Pauline N. Namu'o, O'ahu

Michael L. Kaleikini, East Hawai'i

Zachary Z. Helm, Moloka'i

David B. Ka'apu, West Hawai'i

Dennis L. Neves, Kaua'i

Russell K. Kaupu, Oʻahu

No Community Meeting in January.

Next community meeting is scheduled for Monday, February 18, 2020, 6:30 p.m. Kapolei High School Cafeteria,

Special Accommodations (such as Sign Language Interpreter, large print, taped material) can be provided, if requested, at least five (5) working days before the scheduled meeting on the respective island by calling the **Information & Community Relations Office**, on Oahu, (808) 620-9590.

# ITEM C-1 EXHIBIT

# APPROVAL OF LEASE AWARDS

LESSEE	LEASE NO.	AREA
DAVIS,John L.	12915	Lanai, Hawaii
GANER, Dayna P.	12916	Lanai , Hawaii

# ITEM D-2 EXHIBIT

RATIFICATION OF LOAN APPROVALS

LESSEE LEASE NO. AREA
CUMMINGS, Theresa L. 12913 Waianae, Hawaii

# ITEM D-3 EXHIBIT

# APPROVAL OF CONSENT TO MORTGAGE

LESSEE	LEASE NO.	AREA
AARONA-LORENZO, Donna E. K.	7589	Waiohuli, Maui
ALBERT, Mary K. P.	2462	Waimanalo, Oahu
ARAKAKI, Raynette M.	1740	Nanakuli, Oahu
BAISA-GOMES, Elissa M. K.	12295	Hikina, Maui
CAULFORD, Kristin	5413	Paukukalo, Maui
CHUNG, Kevin K. K.	4531	Nanakuli, Oahu
COCKETT, Sheldon P.	5942	Waiehu, Maui
CUBAN, Tanyan	5187	Nanakuli, Oahu
FERNANDEZ, Jaysha Nicole K. N.	7112	Kawaihae, Hawaii
FUNAKI, Loreen H.	4801	Waiakea, Hawaii
GALTON, Keoki J. K. C.	9744	Maluohai, Oahu
II, Clifford I., Sr.	11536	Leialii, Maui
IOKIA, Fay F.	5292	Waianae, Oahu
JENKS, Clarence K.	7861	Nanakuli, Oahu
KAAHANUI, Keith	12627	Kanehili, Oahu
KAEA-MEDLEY, Ronald J.	10124	Waiohuli, Maui
KALANI, Kevin K.	4415	Kewalo, Oahu
KALEHUAWEHE, Audon-Cy W.	10037	Waiehu 3, Maui
KALEIKINI, Bellerina H. K.	5632	Lualualei, Oahu
KAMA, Rupert N., Jr.	10705	Laiopua, Hawaii
KAMAI, Jonelle	10101	Waiehu 3, Maui
KAMOKU, Paul P., Jr.	12803	Hoolimalima, Oahu
KANE, Elodia K.	1740	Nanakuli, Oahu
KAONOHI, Corinne	8202	Waimanalo, Oahu
KAONOHI, Marques J. M.	8220	Waimanalo, Oahu
KAONOHI, Samson K.	8202	Waimanalo, Oahu
KAPUNI, Claudelle N. D.	7850	Hoolehua, Molokai
KEKAUOHA, Jake M.	12794	Hoolimalima, Oahu
KEKAUOHA, Keith G. K.	12794	Hoolimalima, Oahu
KUAILANI, Keith Mark K., Sr.	10450	Waiohuli, Maui
LELEO, Shannon L. L.	9804	Maluohai, Oahu

LIMA-PO, Charelle K.	5551	Lualualei, Oahu
MANU, Charlene K.	4044	Waiakea, Hawaii
MCKEAGUE, Esther P.	2723	Waimanalo, Oahu
MEYER, Samuel, Jr.	6946	Makuu, Hawaii
MEYERS, Wilmore Eli	11803	Kanehili, Oahu
NAHALE, Lorna K. C.	9358	Kaniohale, Hawaii
NAKIHEI, Brent K.	5	Kalamaula, Molokai
ONEKEA, Edward K., III	11688	Kanehili, Oahu
PACHECO, Curstyn J. L.	9941	Waiehu 3, Maui
PAKELE, Lisa L.	11888	Kanehili, Oahu
PILOR, Wyomie N.K.	2042	Kewalo, Oahu
PUNAHELE, Nathan E. K. S.	11251	Kumuhau, Oahu
RUIZ, Jayton L.	4077A	Waimanalo, Oahu
SMITH, Laurie Ann I.	12045	Kaupea, Oahu
TABISOLA, Jose B., Jr.	12256	Waiehu 4, Maui
TANCAYO, Michelei A. P. K.	11458	Leialii, Maui
TOGIAI, Jane K.	11581	Kanehili, Oahu
WALKER, Samuel F. Sr.	9255	Kaniohale, Hawaii
YEE HOY, Hastings J., III	11206	Kumuhau, Oahu

# ITEM D-4 EXHIBIT

# APPROVAL OF STREAMLINE REFINANCE OF LOANS

LESSEE	LEASE NO.	AREA
KALAMA, Tasia M.	11845	Kanehili, Oahu

# ITEM D-5 EXHIBIT

# HOMESTEAD APPLICATION TRANSFERS / CANCELLATIONS

<u>APPLICANT</u>	$\underline{\mathbf{AREA}}$
KANEAKALAU, Harry C.	Kauai IW Agr
KIM MELENDEZ, Cynthia L.	Maui IW Res
LYLES, Lylla A.	Oahu IW Res
PONTES, Bryann K.	Oahu IW Res
SEXTON, Andrew M.U., III	Oahu IW Res
TURALDE, Ladd K.K.	Kauai IW Res

<sup>\*</sup> IW = Islandwide

# ITEM D-7 EXHIBIT

# APPROVAL OF DESIGNATION OF SUCCESSORS TO LEASEHOLD INTEREST AND DESIGNATION OF PERSONS TO RECEIVE THE NET PROCEEDS

LESSEE	LEASE NO.	AREA
AKI, George K., Jr.	494	Nanakuli, Oahu
APAO-KIESEL, Ethel P.	3982	Waimanalo, Oahu
APO, Moses	196	Hoolehua, Molokai
BISHAW, Alexander K.	2811	Hoolehua, Molokai
CAMPBELL, Andrietta M.	8207	Paukukalo, Maui
GUERRERO, Earl K., Jr.	10624	PKE, Oahu

HANAWAHINE, Jeanette M.K.	1758	Waimanalo, Oahu
KALAAU, Betty Ann	4940	Nanakuli, Oahu
KAMEHAIKU, Dave K.	10226	Kaniohale, Hawaii
KANESHIRO, Charmaine P.K.	6014	Kekaha, Kauai
OMEROD, Clara L.	8962	Keaukaha, Hawaii
PEZARIO, Esther Cecilia M.	3185	Anahola, Kauai
REEVES, Rhona E.L.	1461-A	Keaukaha, Hawaii
ROBINS, Mary Jane K.	4122	Waimanalo, Oahu
TREMAINE, Clayton D., Sr.	10763	Laiopua, Hawaii
WILLIAMS, Blossom L.	7825	Hoolehua, Molokai
WILLIAMS, Edna M.	244	Nanakuli, Oahu

# ITEM D-8 EXHIBIT APPROVAL OF ASSIGNMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
ALOY, Mary Ann M.	10101	Waiehu Kou III, Maui
FEITEIRA, Mary Ann D.P.	10101	Waiehu Kou III, Maui
ASINSIN, Leona P.	12902	Kanehili, Oahu
CAMBRA, Ruth Ann L.	12894	Kanehili, Oahu
CHAR, Sue Ann K.	6509	Anahola, Kauai
WONG, Apryle M.	6509	Anahola, Kauai
CHONG, Ursula U.	4900	Kuhio Village, Hawaii
CRABBE, Mogul K.	9304	Kaniohale, Hawaii
DE FRIES, Hiram A.	9571	Kalawahine, Oahu
DELA CRUZ, Vannessa L.K.	4134	Waimanalo, Oahu
ENOKA, Maylene K.	8788	Waimanalo, Oahu
GIFFORD, Steve P.	3788	Nanakuli, Oahu
HOPFE, Kainoa P.	9864	Maluohai, Oahu
POKIPALA, Benjamin	9864	Maluohai, Oahu
KAUHI, Genesis E.	2959	Keaukaha, Hawaii
KAULIA, Alapaki E.K.	12529	Lalamilo, Hawaii
KEAHI, Myron K., Jr.	12238	Waiehu Kou IV, Maui
KEAMOAI, Elaine K.K.G.	11317	Kekaha, Kauai
FROST, William H.R.	11317	Kekaha, Kauai
LENCHANKO, Michael F.	12898	Kanehili, Oahu
LENCHANKO, Bernard H.	12898	Kanehili, Oahu
LEWIS, Diana K.	12885	Kanehili, Oahu
MARROTTE, May K.	12891	Kanehili, Oahu
MERSBURGH, Arlettee A.	4287	Kewalo, Oahu
MONTEZ, Mervin K.	12892	Kanehili, Oahu
MONTEZ, Mary J.U.	12892	Kanehili, Oahu
NAEOLE, Earl Leroy A.K.	12893	Kanehili, Oahu
ROBINS, Makanaapuakea E.	4122	Waimanalo, Oahu
SWOPE, Kathy M.	681	Nanakuli, Oahu
WALLACE, Jessie L.	2784	Kapaakea, Molokai
WAMPLER, Joseph A.	5853	Kalamaula, Molokai
WILTSHIRE, Yolanda O.K.A.	5939	Waiehu Kou, Maui

ZAMORA, Henry	12883	Kaupea, Oahu
DIAS, Edwin K.	10548	Waiohuli, Maui
AGUIAR, Gail L.	6408	Makuu, Hawaii
CRIVELLO, David J.K.K.	5857	Kalamaula, Molokai
KAMA, Natalie A.	7417	Keokea, Maui
PUKAHI, Reuben M.	5109-A	Panaewa, Hawaii

# <u>ITEM D-9 EXHIBIT</u> APPROVAL OF AMENDMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
AHSING-KAAHANUI, Jenny L.	11762	Kapolei, Oahu
AKI, George K., Jr.	494	Nanakuli, Oahu
APAO-KIESEL, Ethel P.	3982	Waimanalo, Oahu
BALACUA, Emmaleen K.L.	11862	Kapolei, Oahu
BARRETT, Ernest E., III	11589	Kapolei, Oahu
BISHAW, Alexander K.	2811	Hoolehua, Molokai
CABRERA, Anthony K.	11775	Kapolei, Oahu
CHOW, Shannon K.F.	11255	Kakaina, Oahu
CRIVELLO, David J.	5857	Kalamaula, Molokai
CUARISMA, Torri K.	11655	Kapolei, Oahu
DEL TORO, Rachel L.	3909A	Kapolei, Oahu
DEL TORO, Sonny	3909A	Kapolei, Oahu
DIAMOND, Charles U.	11748	Kapolei, Oahu
DIAMOND, Winona L.	11748	Kapolei, Oahu
DONATIELLO, Jason K.	11848	Kapolei, Oahu
GIFFORD, Steve P.	3788	Nanakuli, Oahu
GRACE, Derek T.	12442	Kauluokahai, Oahu
JONES, Pualani D.	2956	Nanakuli, Oahu
KALEIKINI, Richard E.	11610	Kapolei, Oahu
KALUA, Isaac K., III	11213	Kakaina, Oahu
KAMA, Rupert N., Jr.	10705	Laiopua, Hawaii
KANESHIRO, Charmaine P.K.	6014	Kekaha, Kauai
KAUHI, Henry E.	2959	Keaukaha, Hawaii
KEAHI, Myron K., Jr.	12238	Waiehu Kou IV, Maui
MANNERS, Lono P.A.K.	11725	Kapolei, Oahu
MONTGOMERY, Alan K.	11781	Kapolei, Oahu
NAKAMURA, Kekoaalii K.	11634	Kapolei, Oahu
PAAOAO, Shantel L.B.	11679	Kapolei, Oahu
PARK, Bernadette K.	11223	Kakaina, Oahu
PEZARIO, Esther Cecilia M.	3185	Anahola, Kauai
REEVES, Rhona E.	1461-A	Keaukaha, Hawaii
ROBINS, Mary Jane K.	4122	Waimanalo, Oahu
SILVA, Royce K.	11669	Kapolei, Oahu
SWOPE, Kathy M.	681	Nanakuli, Oahu
WALLACE, Jessie L.	2784	Kapaakea, Molokai

WAMPLER, Joseph A.	5853	Kalamaula, Molokai
WILLIAMS, Blossom L.	7825	Hoolehua, Molokai
WILLIAMS, Edna M.	244	Nanakuli, Oahu

# ITEM D-10 EXHIBIT

# APPROVAL TO ISSUE A NON-EXCLUSIVE LICENSE FOR ROOFTOP PHOTOVOLTAIC SYSTEMS FOR CERTAIN LESSEES

LESSEE	LEASE NO.	AREA
KALEIOPU, Solomon A., Jr.	4720	Waianae, Oahu
KEALOHA, Elaine K.	694	Waimanalo, Oahu
MAKAILA, Tad K.	11952	Kaupea, Oahu
MCCLOSKEY, Roxeanne K.	11990	Kaupea, Oahu
SCHNITZER, Elyce M.M.	3457	Paukukalo, Maui

# HAWAIIAN HOMES COMMISSION JANUARY 27 & 28, 2020 KAPOLEI, O`AHU

# C – ITEMS OFFICE OF THE CHAIRMAN

# STATE OF HAWAII

# DEPARTMENT OF HAWAIIAN HOME LANDS

January 27 & 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Paula Aila, Finance and Development Specialist

FROM: Jo-Anne Aiwohi, Homestead Housing Specialist IV

SUBJECT: Approval of Lease Award

# RECOMMENDED MOTION/ACTION

Approve the award of Department of Hawaiian Home Lands Residence Lot Leases to the applicants listed below for ninety-nine (99) years

# DISCUSSION

# Lana'i Residential Vacant Lots, Lana'i, Hawaii

NAME	APPL DATE	<u>LOT NO</u>	TAX MAP KEY	LEASE NO
John L. Davis	03/21/2002	1182	2-4-9-024:012	12915
Dayna P. Ganer	02/21/2002	1181	2-4-9-024:011	12916

# HAWAIIAN HOMES COMMISSION JANUARY 27 & 28, 2020 KAPOLEI, O`AHU

# D – ITEMS HOMESTEAD SERVICES DIVISION

# STATE OF HAWAII

# DEPARTMENT OF HAWAIIAN HOME LANDS

January 27, 2020

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 FHA Construction

Loans

Exhibit D:

DHHL Guarantees for USDA-RD Mortgage

Loans

# January 27, 2020

SUBJECT: Homestead Lease and Application Totals and Monthly Activity Reports

# LEASE ACTIVITY REPORT

# Month through December 31, 2019

	As of			As of
	11/30/19	Add	Cancel	12/31/19
Residential	8,413	6	4	8,415
Agriculturual	1,096	0	0	1,096
Pastoral	410	0	0	410
Total	9,919	6	4	9,921

The number of Converted Undivided Interest Lessees represents an increase of 506 families moving into homes. Their Undivided Interest lease was converted to a regular homestead lease.

	As of 11/30/19	Converted	Rescinded/ Surrendered/ Cancelled	As of 12/31/19
Undivided	817	2	0	815
Balance as of 12/31/2019				
Awarded Relocated to UNDV Rescinded Surrendered Cancelled Converted	_	1,434 7 111 5 4 506		
Balance to Convert		815		

# Lease Report For the Month Ending December 31, 2019

		RESIL	ENCE			AGRIC	CULTURE			PAS	TURE	<del></del>		TOTAL	L LEASES	; <del></del>
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add (	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
OAHU Hoolimalima	70	0	0	70	0	0	0	0	0	0	0	0	70	0	0	70
Kakaina	21	2	ŏ	23	0	Ö	Ö	0	0		Ō	Ŏ	21	2		23
Kalawahine	90	0	Ö	90	0	0	0	0	C		Ō	0	90	0	Ō	90
Kanshili	359	0	0	359	0	0	0	0	0	0	0	0	359	0	0	359
Kapolei	201	0	0	201	0	0	0	0	0	0	0	0	201	0	-	201
Kauluokahai	96	2	0	98	0	0	0	0	0	•	0	0	96	2		98
Kaupea	325	0	0	325	0	0	0	0	0	-	0	0	325	0		325
Kaupuni	19 249	0	0	19 248	0	0	0	0	0	-	0	0	19	0	0	19
Kewalo Kumuhau	52 52	0	Ö	52	0	0	0	0	0		0	0	249 52	0	1	248 52
Lualualei	149	ű	Ö	149	31	ō	Ö	31	Ö	-	Ó	0	180	0		180
Malu'ohai	156	ō	Ō	156	0	ō	ō	0	Ŏ		ō	Ō	156	Ō	Ö	156
Nanaku!!	1,047	1	1	1,047	0	0	0	0	0	0	0	0	1,047	1	1	1,047
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	271	0	0	271
Waiahole	0	0	0	0	16	0	0	16	0		0	0	16	0	0	16
Waianae Waimanalo	418 724	0	0 2	418 722	11 2	0	0	11 2	0		0	0	429 726	0	0 2	429
TOTAL	4,311	5	4	4,312	60	0	0	60 60	0		0	0	4,371	5	4	724 4,372
						Ť				Ľ		·	4,011			4,312
MAUI Hikina	24	0	^	94	_	^	^					_				
Kahikinui	31 0	0	0	31 0	0	0	0	0	0 75		0	0 75	31 76	0	0	31 76
Keokea	0	0	0	0	65	0	0	65	/5 0	0	0	/5 0	75 65	0	0	75 65
Lealii	104	0	0	104	0	0	0	0	0	0	0	0	104	0	0	104
Paukukalo	180	0	ō	180	ő	ō	ō	Ô	Ŏ	ō	Ö	ŏ	180	0	0	180
Walehu 1	39	0	0	39	0	0	0	0	0	0	0	0	39	Ō	0	39
Waiehu 2	109	0	0	109	0	0	0	0	0	0	0	0	109	0	0	109
Walehu 3	114	0	0	114	0	0	0	0	0	-	0	0	114	0	0	114
Walehu 4	97	0	0	97	0	0	0	0	, 0		0	0	97	0	0	97
Walchuli TOTAL	593 1,267	0	0	593 1,267	0	0	0	0	0		0	0	593	0	0	593
<u>.                                    </u>	1,201			1,201	65	U		65	75	0	0	75	1,407	0	0	1,407
EAST HAWA!!		_	_						_							
Discovery Harbour	2	0	0	2	0	0	0	0	0		0	0	2	0	0	2
Kamaoa Kaumana	0 42	0	0	0 42	0	0	0	0	25	0	0	25	25	0	0	25
Keaukaha	473	0	0	473	0	0	0	0	0		0	0	42 473	0	0	42 473
Kurlistown	3	Ö	ŏ	3	0	Ö	0	0	0		0	0	3	0	0	4/3
Makuu	Ö	Ö	ō	Ō	121	ō	Ö	121	ŏ	-	ō	Ō	121	0	ō	121
Panaewa	0	0	0	0	262	0	0	262	0		0	Ô	262	ō	ō	262
Piihonua	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	4	0	0	4
Walakea TOTAL	298 839	0	0	298 839	0	0	0	0	0	0	0	0	298	0	0	298
	638			033	395	0	0	395	25	0	0	25	1,259	0	0	1,259
WEST HAWAII					_								•			
Honokala	0	0	0	0	0	0	0	0	24	0	0	24	24	0	0	24
Humuula Kamoku	0	0	0	0	0	0	0	0	5	0	0	5	5	0	0	.5
Kaniohale	224	0	0	224	0	0	. 0	0	16 0	0	0	16 0	16 224	0	0	16 224
Kawaihae	190	1	Ŏ	191	0	ō	0	Ô	1	0	0	1	191	1	0	192
Laiopua	284	0	Ö	284	Ō	0	ò	Ö	Ö	Ō	Ŏ	ó	284	ò	ő	284
Lalamiio	30	0	0	30	0	0	0	Ō	Ö	0	Ō	ō	30	Ō	Ō	30
Nienle	0	0	0	0	0	0	0	0	21	0	0	21	21	0	0	21
Puukapu/Waimea/Kuhio Vil	116	0	0	116	110	0	0	110	215	0	0	215	441	0	0	441
Puupulehu TOTAL	33 877	0 1	0 0	33 878	0 110	0	0	0 110	0 282	0	0	0	33	0	0	33
	011		V	010	710	v	<u> </u>	110	262	J	0	282	1,269	1	0	1,270
KAUAI		_														
Anahola	533	0	0	533	46	0	0	46	0	0	0	0	579	0	0	579
Hanapepe Kekaha	47 117	0	0	47 117	0	0	0	0	0	0	0	0	47	0	0	47
Puu Opae	0	0	0	117	0	0	O O	0	0	0	0	0 1	117 1	0	0	117
TOTAL	697	0	0	697	46	0	0	46	1	0	0	- 1	744	0	0	744
MOLOKAI								.,,	<u>:</u>	_ <u>`</u>			1.47	Ť		
MOLOKAI Hoolehua	155	0	0	155	346		0	240		_				_		]
Kalamaula	155	0	0	155 164	346 71	0	0	346 71	21 3	0	0	21 3	522 238	0	0	522
Kapaakea	47	0	0	47	,,	0	0	0	3	0	0	3	238 50	0	0	238 50
Moomomi	0	0	Ō	0	3	Õ	ō	3	0	0	0	Ō	3	Ö	0	30
O'ne Alii	28	0	0	28	Ö	0	Ö	0	ō	Ō	ō	Ö	28	0	0	28
TOTAL	394	0	0	394	420	0	0	420	27	0	0	27	841	Ó	Ó	841
LANAI																
Lanai	28	0	0	28	0	0	0	0	0	0	0	0	28	0	0	28
TOTAL	28	0	0	28	.0	0	0	0	0	0	0	0	28	0	0	28
STATEWIDE TOTAL	8,413	6	4	8,415	1,096	0	0	1,096	410	0	0	410	9,919	6	4	9,921
	-,,,,	<u> </u>	•	-11112	.,,	<u> </u>		- tana	710			710	3,313	·		9,361

HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING December 31, 2019

AREA WAITING LIST													
		RESIDENCE	NCE		4	AGRICULTURE	URE			PASTURE	RE		
DISTRICT AREA	Last Month	Add (	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	TOTAL
Oahu District	955		0	955	0		0	0	0	0	0	  o	955
Maui District	20	0	0	20	4	0	0	4	ιΩ	0	0	2	29
Hawaii District	130	0	0	130	28	0	0	28	46	0	0	46	204
Kauai District	51	0	0	51	ო	0	0	ო	28	0	0	28	82
Molokai District	20	0	0	20	18	0	0	18	-	٥	0	-	38
TOTAL	1,206	0	0	1,206	53	0	0	53	80	0	0	08	1,339
ISLANDWIDE WAITING LIST													
		RESIDENCE	NCE		9	AGRICULTURE	URE			PASTURE	IRE		
ISLAND	Last Month	Add (	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	TOTAL
Oahu	9,832	15	4	9,843	3,774	9	0	3,780	0	0	0	0	13,623
Maui	3,785	9	-	3,790	4,654	4	0	4,658	809	<b>,</b> -	0	609	9,057
Hawaii	5,738	က	0	5,741	7,218	2	-	7,219	1,873	.0	0	1,873	14,833
Kauai	1,629	œ	ო	1,634	2,219	თ	<b>.</b>	2,227	297	7	0	299	4,160
Molokai	806	0	0	806	1062	<b></b>	0	1063	203	0	0 (	203	2,072
Lanaí	88	0	0	88	0	0	٥	0	0	0	0	0	88
TOTAL	21,878	35	φ	21,902	18,927	22	7	18,947	2,981	m	0	2,984	43,833
AREA AND ISLANDWIDE LISTS													
	RES		AG	PAS	TOTAL			ADDITIONS	[	<u></u>		CANCELLATIONS	S
ОАНП	10,798		3,780	0	14,578	z	New Applications	tions	53	<u> </u>	Vew Lease Awards	Awards	4
MAUI	3,840		4,662	614	9,116	₹	Application Transfers	Fransfers	4	•	pplication	Application Transfers	4
HAWAII	5,871		7,247	1,919	15,037	ĭ	Lease Rescissions	issions	0	(U)	ucc'd and	Succid and Cancel Own	0
KAUAI	1,685		2,230	327	4,242	₹	App Reinstatements	tements	0	_	Public Notice Cancel	se Cancel	0
MOLOKAI	826		1,081	204	2,111	エ	HHC Adjustments	- 1	0	<b>&gt;</b> .	oluntary C	Voluntary Cancellations	5
LANAI	88		0	0	88			TOTAL	. 57	_	ease Suc	ease Successorships	0
TOTAL	23,108	_	19,000	3,064	45,172					<u>.</u> .	HHC Adjustments	tments	0 0
										J <b>4</b> 4	Decid NO Successo Additional Acreage	uccessor Acreage	0
										<del>-</del> 1	NHQ Unqualified	ı ا	0
												TOTAL	10

HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING

			:		Decem	December 31, 2019	019						
		RESIDENCE	N.		- 1	=ı	I Z			PASTURE	¥.		
OAHU DISTRICT	Last Month	Add (	Cancel	TOTAL	Last Month	-1	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	TOTAL
Nanakuli	169	0	0	169	0	0	0	0		0	0	0	169
Waianae	142	0	0	142	0	0	0	0	0	0	0	0	142
Lualualei	0	0	0	0	0	0	0	0	0	0	0	0	0
Papakolea/Kewalo	71	0	0	7.	0	0	0	0	0	0	0	0	71
Waimanalo	573	0	0	573	0	0	0	0	0	0	0	0	573
Subtotal Area	955	0	0	955	0	0	0	0	0	0	0	0	955
Islandwide	9,832	15	4	9,843	3,774	9	0	3,780	0	0	0	0	13,623
TOTAL OAHU APPS	10,787	15	4	10,798	3,774	9	0	3,780	0	0	0	0	14,578
MAUI DISTRICT													
Paukukalo	20	0	0	20	0	0	0	0	0	0	0	0	20
Kula	0	0	0	0	4	0	0	4	5	0	0	S	თ
Subtotal Area	20	0	0	20	4	0	0	4	ιs	0	0	ß	29
Islandwide	3,785	9	1	3,790	4,654	4	0	4,658	809	1	0	609	9,057
TOTAL MAUI APPS	3,835	9	1	3,840	4,658	4	0	4,662	613	ļ	0	614	9,116
HAWAII DISTRICT													
Keaukaha/Waiakea	69	0	0	69	0	0	0	0	0	0	0	0	69
Panaewa	0	0	0	0	16	0	0	16	0	0	0	0	16
Humuula	0	0	0	0	0	0	0	0	0	0	0	0	0
Kawaihae	16	0	0	16	0	0	0	0	0	0	0	0	16
Waimea	45	0	0	45	12	0	0	12	46	0	0	46	103
Subtotal Area	130	0	0	130	28	0	0	28	46	0	0	46	204
Islandwide	5.738	ო	0	5,741	7,218	7	-	7.219	1.873	0	0	1.873	14.833
TOTAL HAWAII APPS	5,868	60	0	5,871	7,246	2	Ļ	7,247	1,919	6	-	1,919	15,037
KAUAI DISTRICT													
Anahola	43	0	0	43	က	0	0	က	21	0	0	21	29
Kekaha/Puu Opae	Φ.	0	0	œ	0	0	0	0	7	0	0	7	15
Subtotal Area	51	0	0	51	ო	0	0	ო	28	0	0	28	
Islandwide	1,629	œ	ო	1,634	2,219	o	-	2,227	297	2	0	299	4,160
TOTAL KAUAI APPS	1,680	80	9	1,685	2,222	o	-	2,230	325	2	0	327	4,242
MOLOKAI DISTRICT													
Kalamaula	4	0	0	4	0	0	0	0	0	0	0	0	4
Hoolehua	80	0	0	<b>0</b> 0	18	0	0	18	-	0	0	_	27
Kapaakea	_	0	0	7	0	0	0	0	0	0	0	0	7
One Alii	<b>~</b>	0	0	-	0	0	0	0	0	0	0	0	~
Subtotal Area	20	0	0	20	18	0	0	18	-	0	0	-	39
Islandwide	806	0	0	908	1,062	-	0	1,063	203	0	0	203	2,072
TOTAL MOLOKAI APPS	826	0	0	826	1,080	-	0	1,081	204	0	0	204	2,111
LANAI DISTRICT													
Islandwide	88	0	0	88	0	0	0	0	0	0	0	0	88
TOTAL LANAI APPS	88	0	0	88	0	0	0	0	0	0	0	0	88
TOTAL AREA ONLY	1.206	0	0	1,206	53	0	0	53	80	0	0	80	1,339
TOTAL ISLANDWIDE	21,878	32	œ	21,902	18,927	77	7	18,947	2,981	"	0	2,984	43,833
TOTAL STATEWIDE	23,084	32	œ	23,108	18,980	22	2	19,000	3,061	ო	0	3,064	45,172

-4-

DELINQUENCY REPORT - STATEWIDE January 27, 2020 (\$Thousands)

Total Outstanding	ģ	Total Delin	Delinquency	30 Days (low)	7	R 60 Days (Medium)	R I	S K 90 Days (High)	(High)	180 Days (Severe)	Severe)	% of Totals 1/27/2020	otals 020
397	(900s) Amt. 36,275	3.5	Amt. 11,808	N 18	Amt 1,011	No.	Amt. 1,014	<u>%</u>	Amt. 1,754	No.	(000s) Amt. 8,028	No. 30.5%	\$ 32.6%
211	12,926	75	5,088	15	1,011	0	455	<del></del>	356	40	3,267	35.5%	39.4%
84	8,581	<del>-</del>	947	က	303	7	270	2	125	4	249	13.1%	11.0%
85	6,599	21	896	7	207	<del>-</del>	119	2	65	16	505	24.7%	13.6%
26	7,550	15	1,028	4	340	0	0	4	318	7	370	15.5%	13.6%
91	11,908	28	3,457	<b>∞</b> Ι	<u>508</u>	ကା	<u>656</u>	102	709	12	1,584	30.8%	29.0%
965 100.0%	83,838 100.0%	271 28.1%	23,224 27.7%	50 5.2%	3,380 4.0%	27 2.8%	2,514 3.0%	45 4.7%	3,327 4.0%	149 15.4%	14,003 16.7%	28.1%	27.7%
239	8,510	239	8,510	0	0	0	0	239	8,510			100%	100%
1,204	92,349	510	31,734	20	3,380	27	2,514	284	11,837	149	14,003	42.4%	34.4%
LOAN GUARANTEES as of June 30, 2019 SBA	88	0	0	0	0	0	0	0	0			%0.0	%0.0
297	35,079	53	6,039	0	0	0	0	53	6,039			17.8%	17.2%
26	2,142	22	896	0	0	0	0	22	896			39.3%	41.8%
2	74	0	0	0	0	0	0	0	0			%0.0	0.0%
-	7	-	7	0	0	0	0	-	7			100.0%	100.0%
4	274	12	258	0	0	0	0	12	258			85.7%	94.2%
7	1,445	0	0	0	0	0.	0	0	0			0.0%	0.0%
21	87	-	9	0	0	0	0	<b>←</b> 1	ശ			4.8%	6.9%
406	39,196	<u>8</u>	7,206	OI	OI	01	ol	<u>8</u>	7,206			21.9%	18.4%
172	26,643	7	1,479	2	1,060	2	419	0	0			4.1%	5.6%
156	18,778	131	17,272	7	73	0	0	ıc	437	124	16,762	84.0%	92.0%
2.809	450,416	<u>192</u>	25,628	O) I	01 5	010	01	1 <u>92</u>	25.628	Š	1	6.8%	5.7%
3,137	495,837		44,379	~	1,133	71	419	197	26,065	124	16,762	10.5%	9.0%
4,508	618,871	069	74,809	27	4,513	29	2,933	331	36,598	273	30,765	15.3%	12.1%
4,747	627,382	929	83,319	22	4,513	53	2,933	220	45,109	273	30,765		13.3%

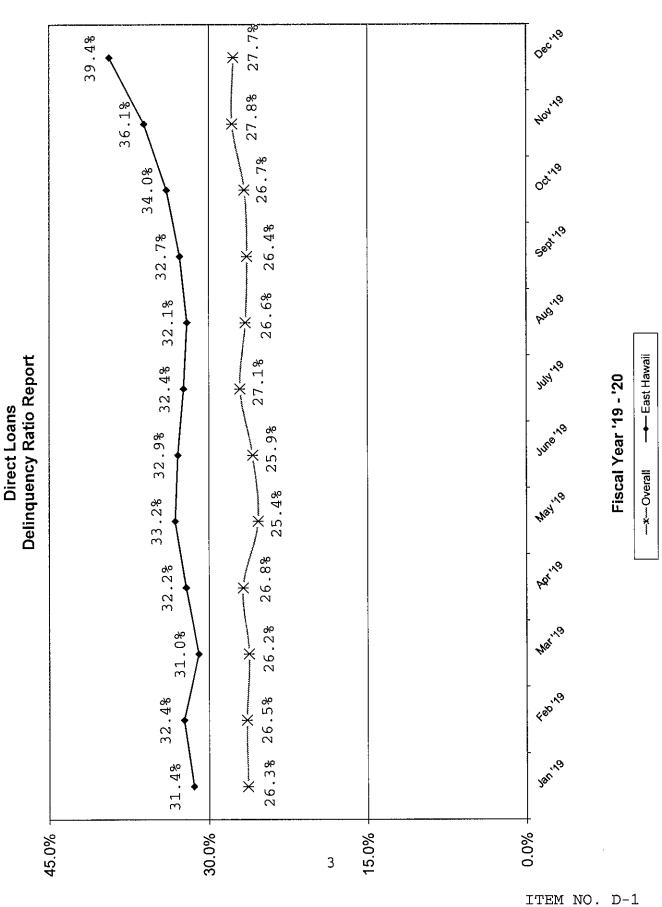
Note: HUD 184A loan program has 499 loans, with a total outstanding principal balance of \$111,905,370.46 as of June 30, 2019. 23 loans, totalling \$5,381,378.94 are delinquent.

Osc. 32.6% 27.78 27.8% 33.2% Oct. 1/8 32.68 26.78 GERT 19 33.68 26.4% 26.68 31.8% PHILL PAIN 32.9% Delinquency Ratio Report 27.1% → Oahu Fiscal Year '19 - '20 June 19 30.9% 25.9% -x-Overall M84.18 30.3% 25.48 32.0% 26.8% Mar.18 26.2% 30.9% 30.3% 26.5% 781.48 29.8% 26.3% 30.0% 45.0% 15.0% 0.0% 2

Direct Loans

OAHO

ITEM NO. D-1 EXHIBIT B



**EAST HAWAII** 

ITEM NO. D-1
EXHIBIT B

0sc, √8 11.0% 404,40 27.8% 14.5% 26.7% 13.1% godi, o 11.9% 26.48 26.68 → West Hawaii Whi.19 27.18 11.4% Fiscal Year '19 - '20 12.5% 25.9% -x--Overall H841,09 13.78 25.4% 26.8% 17.9% 26.28 18.6% 26.5% 20.9% 26.3% 19.2% × 45.0% 30.0% 15.0% 0.0% 4

ITEM NO. D-1 EXHIBIT B

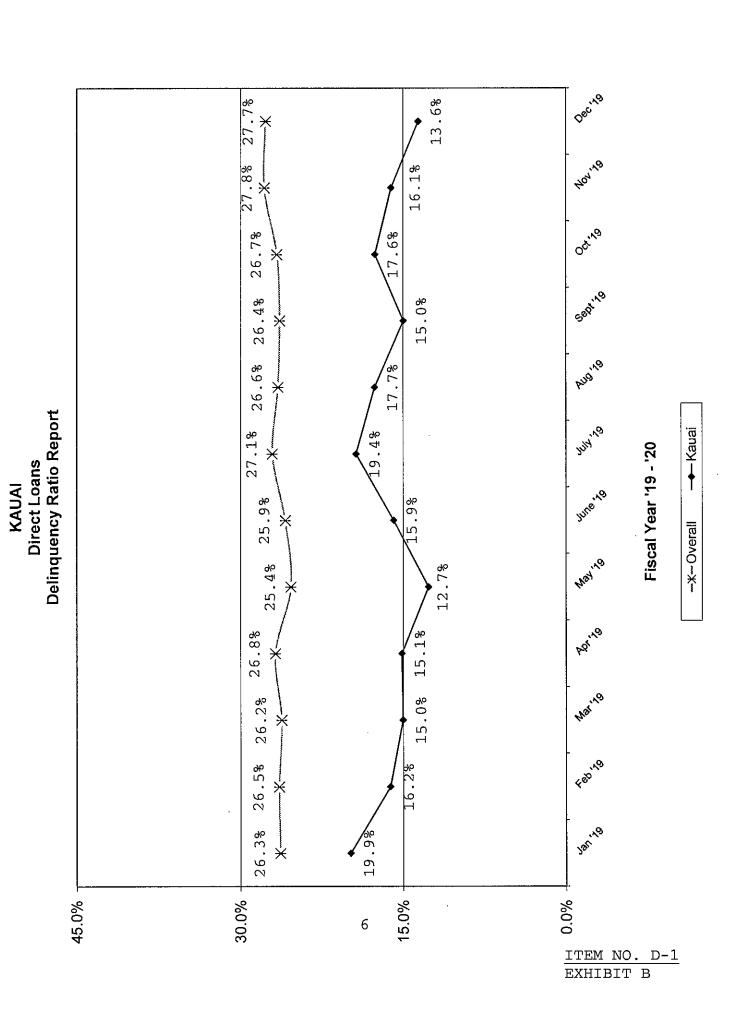
Direct Loans Delinquency Ratio Report

**WEST HAWAII** 

Osc. 18 13.6% 27.78 404,40 27.8% 11.3% OG, 1/8 11.6% 26.78 Godino 26.48 9.6% Prio 18 26.68 9.48 פיאות Direct Loans Delinquency Ratio Report Molokai 11.98 27.18 Fiscal Year '19 - '20 me'vo 25.9% 10.4% er. Yes 25.48 9.4% 26.8% 9.48 Mar.19 26.2% 9.3% 480,70 26.5% 9.8% 26.3% 10.0% × %0.0 45.0% 15.0% 30.0% 7

MOLOKAI

ITEM NO. D-1 EXHIBIT B



29.0% 404,48 28.0% 27 8% OG. 1,69 26.78 24.68 24.68 26.48 AUG.18 28.8% 26.6% 71H, 48 28.2% 27.18 -+-Maui Fiscal Year '19 - '20 25.9% 27.78 25.4% 27.6% 28.9% 26.8% 29.2% 26.2% 28.7% 26.5% 26.3% 29.1% 30.0% 45.0% 15.0% 0.0% 5

Direct Loans Delinquency Ratio Report

MAUI

ITEM NO. D-1
EXHIBIT B

# January 27, 2020

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.

LEASE NO.	AREA	LESSEE	Loan <u>Amount</u>	Date <u>Approved</u>
7696	Waiohuli	Fraser, Krista K.K.	\$339,250	12/13/19

	No.	Balance
FY Ending 6/30/19	16	\$ 4,472,865
Previous Months This Month FY '19-'20 to date	5 _1 _6	\$ 1,335,536 339,250 1,674,786

# January 27, 2020

SUBJECT: DHHL Guarantees for USDA-Rural Development Mortgage

Loans

DISCUSSION: The Department issued guarantees for the following

USDA Rural Development loans:

LOT NO.	AREA	LESSEE	Loan <u>Amount</u>	Date Approved
18674	Kanehili	Lewis, Joseph R.K.	\$353,000	1/8/20

	No.	Balance	
FY Ending 6/30/18	3	\$ 682,1	.66
Previous Months This Month	7 _ <u>1</u>	\$ 1,771,! 353,6	
FY '18-'19 to date	8	\$ 2,124,5	40

# STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO:

Chairman and Members, Hawaiian Homes Commission

FROM:

Dean Oshiro, Acting HSD Administrator

Homestead Services Division

SUBJECT: Ratification of Loan Approvals

# RECOMMENDED MOTION/ACTION

To ratify the approval of the following loan previously approved by the Chairman, pursuant to section 10-2-17, Ratification of chairman's action, of the Department of Hawaiian Home Lands Administrative Rules.

LESSEE LEASE NO. & AREA LOAN TERMS

Cummings, Theresa L. 12913, Waianae NTE \$115,000 @ 4.5%

interest per annum, NTE \$590 monthly, repayable

over 30 years

Loan Purpose: Purchase existing improvements in conjunction

with a new lease award.

REFINANCE	NO.	LOAN AMOUNT
FY Ending 6/30/19 Prior Months This Month Total FY '19-'20	4 - 0 - 4	\$ 479,800 560,760 -0- \$ 560,760
REPAIR	NO.	LOAN AMOUNT
FY Ending 6/30/19 Prior Months This Month Total FY '19-'20	0 0 0 0	\$ -0- -0- -0- \$ -0-
HOME CONSTRUCTION	NO.	LOAN AMOUNT
FY Ending 6/30/19 Prior Months This Month Total FY '19-'20	0 0 0 0	\$ -0- -0- -0- \$ -0-
FARM	NO.	LOAN AMOUNT
FY Ending 6/30/19 Prior Months This Month Total FY '19-'20	0 0 <u>0</u> 0	\$ -0- -0- -0- \$ -0-
TRANSFER WITH LOAN	NO.	LOAN AMOUNT
FY Ending 6/30/19 Prior Months This Month Total FY '19-'20	0 0 <u>0</u> 0	\$ -0- -0- -0- \$ -0-
AWARD	NO.	LOAN AMOUNT
FY Ending 6/30/19 Prior Months This Month Total FY '19-'20	0 1 <u>1</u> 2	\$ -0- 113,818 115,000 \$ 228,818
OTHER	NO.	LOAN AMOUNT
FY Ending 6/30/19 Prior Months This Month Total FY '19-'20	0 0 0 0	\$ -0- -0- -0- \$ -0-

# STATE OF HAWAII

# DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

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

PROPERTY	LESSEE	<u>LENDER</u>	LOAN AMOUNT
OAHU			
Nanakuli Lease No. 5187 TMK: 1-8-9-013:050	CUBAN, Tanyan(Cash Out Refi)FHA	HomeStreet Bank	\$ 264,586
Waimanalo Lease No. 8220 TMK: 1-4-1-037:055	KAONOHI, Marques J. M. (Purchase)FHA	Guild Mortgage Co.	\$ 353,000
Lualualei Lease No. 5551 TMK: 1-8-6-023:002	LIMA-PO, Charelle K. (Purchase)FHA	HomeStreet Bank	\$ 212,955
Maluohai Lease No. 9804 TMK: 1-9-1-120:027	LELEO, Shannon L. L.(Cash Out Refi)FHA	Mann Mortgage LLC.	\$ 180,000

# <u>OAHU</u>

Kewalo Lease No. 2042 TMK: 1-2-4-041:061	PILOR, Wyomie N.K.(Cash Out Refi)HUD 184A	Bank of Hawaii	\$ 369,862
Kumuhau	YEE HOY,	Mann	\$ 454,000
Lease No. 11206	Hastings J., III	Mortgage	
TMK: 1-4-1-040:019	(Cash Out Refi)FHA	LLC.	
Hoolimalima Lease No. 12794 TMK: 1-9-1-119:124	KEKAUOHA, Keith G. K. &, KEKAUOHA, Jake M. (Cash Out Refi)HUD 184A	Bank of Hawaii	\$ 171,650
Nanakuli Lease No. 1740 TMK: 1-8-9-002:012	KANE, Elodia K. &, ARAKAKI, Raynette M.(Cash Out Refi)FHA	Mann Mortgage LLC.	\$ 204,000
Waianae	IOKIA,	Mann	\$ 282,000
Lease No. 5292	Fay F.(Cash Out	Mortgage	
TMK: 1-8-5-033:003	Refi)FHA	LLC.	
Nanakuli	JENKS,	Mann	\$ 170,000
Lease No. 7861	Clarence K.(Cash	Mortgage	
TMK: 1-8-9-013:066	Out Refi)FHA	LLC.	
Kaupea	SMITH,	Mann	\$ 401,000
Lease No. 12045	Laurie Ann I.(Rate	Mortgage	
TMK: 1-9-1-140:103	& Term)FHA	LLC.	
Hoolimalima	KAMOKU,	Mann	\$ 304,000
Lease No. 12803	Paul P. Jr.(Cash	Mortgage	
TMK: 1-9-1-120:095	Out Refi)FHA	LLC.	

# OAHU

<pre>Kanehili Lease No. 11888 TMK: 1-9-1-153:175</pre>	PAKELE, Lisa L.(Cash Out Refi)FHA	Hightechlend ing Inc.	\$ 438,000
Lualualei Lease No. 5632 TMK: 1-8-6-023:130	KALEIKINI, Bellerina H. K. (Rate & Term)FHA	Freedom Mortgage Corp.	\$ 392,000
Kewalo Lease No. 4415 TMK: 1-2-5-021:006	KALANI, Kevin K.(Rate & Term)FHA	Freedom Mortgage Corp.	\$ 202,000
Maluohai Lease No. 9744 TMK: 1-9-1-119:083	GALTON, Keoki J. K. C.(Cash Out Refi)FHA	Freedom Mortgage Corp.	\$ 352,000
<pre>Kanehili Lease No. 11581 TMK: 1-9-1-153:103</pre>	TOGIAI, Jane K.(Cash Out Refi)FHA	Freedom Mortgage Corp.	\$ 532,000
Waimanalo Lease No. 8202 TMK: 1-4-1-037:041	KAONOHI, Corinne &, KAONOHI, Samson K. (Cash Out Refi)FHA		\$ 239,502
Kanehili Lease No. 11688 TMK: 1-9-1-153:097	ONEKEA, Edward K., III (Cash Out Refi)FHA	Hightechlend ing Inc.	\$ 313,000
Waimanalo Lease No. 2462 TMK: 1-4-1-019:023	ALBERT, Mary K. P.(Cash Out Refi)FHA	Mann Mortgage LLC.	\$ 313,000
Waimanalo Lease No. 2723 TMK: 1-4-1-020:033	MCKEAGUE, Esther P.(Cash Out Refi)FHA	Bank of Hawaii	\$ 463,796

# OAHU

Waimanalo Lease No. 4077A TMK: 1-4-1-031:110	RUIZ, Jayton L. (Cash Out Refi) FHA	HomeStreet Bank	\$ 264,586
<pre>Kanehili Lease No. 11803 TMK: 1-9-1-153:023</pre>	MEYERS, Wilmore Eli (Cash Out Refi) HUD 184A	HomeStreet Bank	\$ 345,950
Kumuhau Lease No. 11251 TMK: 1-4-1-040:045	PUNAHELE, Nathan E. K. S. (Rate & Term) HUD 184A	Bank of Hawaii	\$ 227,200
Kanehili Lease No. 12627 TMK: 1-9-1-152:065	KAAHANUI, Keith (Purchase) FHA	HomeStreet Bank	\$ 459,766
Nanakuli Lease No. 4531 TMK: 1-8-9-010:083	CHUNG, Kevin K. K. (Purchase)FHA	SecurityNati onal Mortgage Co.	\$ 147,000
MOLOKAI			
Kalamaula Lease No. 5 TMK: 2-5-2-008:030	NAKIHEI, Brent K. (Cash Out Refi) HUD 184A	HomeStreet Bank	\$ 161,600
Hoolehua Lease No. 7850 TMK: 2-5-2-030:024	KAPUNI, Claudelle N. D. (Cash Out Refi) FHA	Bank of Hawaii	\$ 212,600
MAUI			
Waiohuli Lease No. 7589 TMK: 2-2-2-028:090	AARONA-LORENZO, Donna E. K. (Cash Out Refi) FHA	Mann Mortgage LLC.	\$ 703,000

# MAUI

Waiehu	COCKETT,	Mann	\$ 217,000
Lease No. 5942	Sheldon P. (Cash	Mortgage	
TMK: 2-3-2-021:040	Out Refi) FHA	LLC.	
Hikina	BAISA-GOMES,	Mann	\$ 365,000
Lease No. 12295	Elissa M. K. (Cash	Mortgage	
TMK: 2-2-2-031:028	Out Refi) FHA	LLC.	
Paukukalo Lease No. 5413 TMK: 2-3-3-006:025	CAULFORD, Kristin (Cash Out Refi) HUD 184A	Homebridge Financial Services, Inc.	\$ 196,950
Waiehu 3	KALEHUAWEHE,	Mann	\$ 237,000
Lease No. 10037	Audon-Cy W. (Cash	Mortgage	
TMK: 2-3-2-024:008	Out Refi) FHA	LLC.	
Waiehu 4	TABISOLA,	Mann	\$ 324,000
Lease No. 12256	Jose B., Jr. (Cash	Mortgage	
TMK: 2-3-2-026:016	Out Refi) FHA	LLC.	
Waiohuli Lease No. 10450 TMK: 2-2-2-028:134	KUAILANI, Keith Mark K., Sr. (Cash Out Refi) FHA		\$ 485,000
Waiohuli Lease No. 10124 TMK: 2-2-2-028:070	KAEA-MEDLEY, Ronald J. (Purchase)HUD 184A	Homebridge Financial Services, Inc.	\$ 383,800
Leialii Lease No. 11536 TMK: 2-4-5-036:084	II, Clifford I., Sr. (Cash Out Refi) FHA		\$ 176,000

# IUAM

Waiehu 3 Lease No. 10101 TMK: 2-3-2-024:109	KAMAI, Jonelle (Purchase) FHA	Homebridge Financial Services, Inc.	\$ 396,516
Leialii Lease No. 11458 TMK: 2-4-5-036:019	TANCAYO, Michelei A. P. K. (Cash Out Refi) HUD 184A		\$ 202,000
Waiehu 3	PACHECO,	Mid America	\$ 210,000
Lease No. 9941	Curstyn J. L. (Cash	Mortgage,	
TMK: 2-3-2-024:088	Out Refi) FHA	Inc.	
HAWAII			
Laiopua	KAMA,	Mann	\$ 205,000
Lease No. 10705	Rupert N., Jr.	Mortgage	
TMK: 3-7-4-021:006	(Purchase)FHA	LLC.	
Kaniohale	WALKER,	Mann	\$ 193,000
Lease No. 9255	Samuel F. Sr. (Cash	Mortgage	
TMK: 3-7-4-022:042	Out Refi) FHA	LLC.	
Waiakea	MANU,	Mann	\$ 131,000
Lease No. 4044	Charlene K. (Cash	Mortgage	
TMK: 3-2-2-057:034	Out Refi) FHA	LLC.	
Makuu	MEYER,	Mann	\$ 188,000
Lease No. 6946	Samuel, Jr. (Cash	Mortgage	
TMK: 3-1-5-119:044	Out Refi) FHA	LLC.	
Kaniohale	NAHALE,	Mann	\$ 197,000
Lease No. 9358	Lorna K. C. (Cash	Mortgage	
TMK: 3-7-4-023:045	Out Refi) FHA	LLC.	

# <u> IIAWAII</u>

Waiakea Lease No. 4801 TMK: 3-2-2-062:032	FUNAKI, Loreen H. (Cash Out Refi) FHA	Homebridge Financial Services, Inc.	\$ 160,890
Kawaihae Lease No. 7112 TMK: 3-6-1-009:001	FERNANDEZ, Jaysha Nicole K. N. (Cash Out Refi) HUD 184A	Homebridge Financial Services, Inc.	\$ 125,745

RECAP	FHA NO. AMOUNT	VA NO. AMOUNT	USDA-RD NO. AMOUNT
FY Ending 6/30/19	295 \$ 85,765,099	15 \$5,863,695	17 \$6,019,088
Prior Months This Month Total FY '19-'20	116 \$ 35,068,263 38 11,343,197 154 \$ 46,411,460		00
HUD 184A FY Ending 6/30/19	81 \$25,107,592		
Prior Months This Month Total FY '19-'20	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$		

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrato

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:

LESSEE LEASE NO. & AREA REFINANCING LOAN TERMS

Kalama, Tasia M. 11845, Kanehili NTE \$274,000 @4.5%

interest per annum, NTE \$1,390 monthly, repayable

over 30 years.

Loan Purpose: Refinance Contract of Loan no. 19506.

Original loan amount of \$285,222 at 5% per annum, \$1,531 monthly, repayable

over 30 years. A Contested Case

Hearing was held on December 18, 2018,

for this account.

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

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

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

#### DISCUSSION

1. Requests of Applicants to Transfer

NONE FOR SUBMITTAL

2. Deceased Applicants

NONE FOR SUBMITTAL

3. Awards of Leases

## OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

LYLES, Lylla A.

Assigned Residential Lease #5344, Lot 93 in Waianae, Oahu dated 11/06/2019. Remove application dated 11/19/2018.

PONTES, Bryann K.

Assigned Residential Lease #280A, Lot 48-A-2 in Nanakuli, Oahu dated 11/26/2019. Remove application dated 07/08/2009.

SEXTON, Andrew M.U., III

Assigned Residential Lease #8560, Lot 270 in Princess Kahanu Estates, Oahu dated 10/02/2019. Remove application dated 10/28/2014.

#### MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

KIM MELENDEZ, Cynthia L.

Assigned Residential Lease #12396, Lot 18460 in Kanehili, Oahu dated 12/18/2019. Remove application dated 03/08/1996.

#### KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

TURALDE, Ladd K.K.

Assigned Residential Lease #11318, Lot 19 in Kekaha, Kauai dated 10/29/2019. Remove application dated 11/16/2018.

4. Native Hawaiian Qualification

#### NONE FOR SUBMITTAL

5. Voluntary Cancellation

#### KAUAI ISLANDWIDE AGRICULTURAL LEASE LIST

KANEAKALAU, Harry C.

Cancel application dated 05/31/2013 at the request of applicant dated 12/09/2019.

# 6. Successorship

# NONE FOR SUBMITTAL

# 7. Additional Acreage

# NONE FOR SUBMITTAL

# 8. HHC Adjustments

# NONE FOR SUBMITTAL

Last Month's Transaction Total	10
Last Month's Cumulative FY 2019-2020 Transaction Total	225
Transfers from Island to Island	0
Deceased	0
Cancellations:	
Awards of Leases	5
NHQ	0
Voluntary Cancellations	1
Successorship	0
Additional Acreage	0
HHC Adjustments	0
This Month's Transaction Total	6
This Month's Cumulative FY 2019-2020 Transaction Total	231

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean T. Oshiro, Acting HSD Administrate

Ross K. Kapeliela, Application Officer FROM:

Homestead Services Division

SUBJECT: Commission Designation of Successor to Application

Rights of SOLOMON K. KAHAAWI (Deceased) - Public

Notice 2017

#### RECOMMENDED MOTION/ACTION

To designate the following individual as successor to the application rights of a deceased applicant who did not name a qualified successor.

## DISCUSSION

The following qualified applicant 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 Honolulu Star-Advertiser, The Maui News, Hawaii Tribune Herald, West Hawaii Today, and The Garden Island on the last two consecutive Sundays of November for the year the Department received notification. A request to succeed to the decedent's application rights was submitted within the required days following the last date of publication. prospective successor was the sole respondent and is deemed by the Department to have met the requirements of successorship. The Homestead Services Division recommends approval of the following designee:

1a. Deceased Applicant:

Date of death:

Successor to app rights:

Relationship to decedent:

Island:

Type:

Date of Application:

Date of Public Notice:

Solomon K. Kahaawi March 24, 2015

Lia M. Kahaawi-Manu

Child Hawaii

Panaewa Area / IW Agr

May 31, 1950 June, 2017

ITEM NO. D-6

1b. Island: Type:

Date of Application:
Date of Public Notice:

Hawaii IW Residential December 3, 1991 June, 2017

Previous Cumulative Total for Current FY	10
Current Month's Total	1
Fiscal Year Total: July 2019-June 2020	11

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator

Homestead Services Division

FROM: Juan Garcia, Oahu District Offing Supervisor

Homestead Services Division

SUBJECT: Approval of Designation of Successors to Leasehold

Interest and Designation of Persons to Receive the Net

Proceeds

#### RECOMMENDED MOTION/ACTION

To approve 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.

\*See attached list of Lessee.

Leasehold Interest:	
Ratified for January 2020	17
Previous FY 2019 - 2020	27
FY 2019 - 2020 Total to Date	44
Ratified for FY '18 - '19	92
Net Proceeds	
Ratified for January 2020	0
Previous FY 2019- 2020	_0
FY 2019 - 2020 Total to Date	0
Ratified for FY '18 - '19	1

# LIST OF LESSEES WHO DESIGNATED SUCCESSORS TO THEIR LEASEHOLD INTEREST FOR MONTH OF JANUARY 2020

## Deceased Lessee

1. George K. Aki, Jr.
Lot No.: 38
Area: Nanakuli, Oahu
Lease No. 494

## Designated Successor

PRIMARY:
\*Floraine M. Aki, Wife
\*Omit due to lack of
genealogy documents to
determine eligibility to
successorship.

ALTERNATE: Michael A. Aki, Son

DESIGNEE TO RECEIVE NET PROCEEDS:

2. Ethel P. Apao-Kiesel
Lot No.: 38
Area: Waimanalo, Oahu
Lease No. 3982

PRIMARY: Joint Tenants
Mersburg K. Apao, III,
Grandson
Mersburg K. Apao, Jr., Son
Darnella A. Apao, Daughter
Ted L. Kiesel, Son
Hurlden H. Kiesel, Son

ALTERNATE: N/A

DESIGNEE TO RECEIVE NET PROCEEDS:

3. Moses Apo
Lot No.: 67, 68 & 69
Area: Hoolehua, Molokai
Lease No. 196

PRIMARY: Kyle V. Apo, Son

ALTERNATE: N/A

4. Alexander K. Bishaw
Lot No.: 37 B1&2
Area: Hoolehua, Molokai
Lease No. 2811

PRIMARY:
Charmaine H. Fitisemanu,
Daughter

 $\frac{ALTERNATE:}{N/A}$ 

DESIGNEE TO RECEIVE NET PROCEEDS:

5. Andrietta M. Campbell
Lot No.: 3
Area: Paukukalo, Maui
Lease No. 8207

PRIMARY: Francine Campbell, Daughter

## ALTERNATE:

\*Rodina Santos, Niece \*Omit due to lack of genealogy documents to determine eligibility to successorship.

DESIGNEE TO RECEIVE NET PROCEEDS:

6. Earl K. Guerrero, Jr. Lot No:: 78
Area: PKE, Oahu
Lease No. 10624

PRIMARY: Joint Tenants
George K. Guerrero, Son
Dino John K. IokepaGuerrero, Son

# ALTERNATE:

Earl K. Guerrero, III\*
\*Omit due to lack of
genealogy documents to
determine eligibility to
successorship.

7. Jeanette M. K. Hanawahine Lot No.: 87 Area: Waimanalo, Oahu Lease No. 1758

PRIMARY: Joint Tenants Kuuleilani Petty-Hanawahine, Daughter Michael K. Hanawahine, Brother

ALTERNATE:

DESIGNEE TO RECEIVE NET PROCEEDS:

8. Betty Ann Kalaau
Lot No.: 30
Area: Nanakuli, Oahu
Lease No. 4940

PRIMARY:
Roxann K. Kalaau, Daughter

 $\frac{\text{ALTERNATE:}}{\text{N/A}}$ 

DESIGNEE TO RECEIVE NET PROCEEDS:

9. Dave K. Kamehaiku
Lot No.: 35
Area: Kaniohale, Hawaii
Lease No. 10226

PRIMARY:
Piilani C. Kamehaiku,
Daughter

ALTERNATE:

DESIGNEE TO RECEIVE NET PROCEEDS:

10. Charmaine P. K. Kaneshiro Lot No.: 8
Area: Kekaha, Kauai
Lease No. 6014

PRIMARY:
Alaka'i Y. KalamaKaneshiro, Son

ALTERNATE: N/A

11. Clara L. Omerod Lot No.: 83-B

Area: Keaukaha, Hawaii

Lease No. 8962

PRIMARY:

John P. Omerod, Son

ALTERNATE:

N/A

DESIGNEE TO RECEIVE NET

PROCEEDS:

N/A

12. Esther Cecilia M. Pezario

Lot No.: 22

Area: Anahola, Kauai

Lease No. 3185

PRIMARY:

Lisa Pezario, Daughter .

ALTERNATE:

N/A

DESIGNEE TO RECEIVE NET

PROCEEDS:

N/A

13. Rhona E. L. Reeves Lot No.: 256-B

Area: Keaukaha, Hawaii

Lease No. 1461-A

PRIMARY: Joint Tenants
Michele K. Lane, Daughter

Jay Reeves, Son

ALTERNATE:

 $\overline{N/A}$ 

DESIGNEE TO RECEIVE NET

PROCEEDS:

N/A

14. Mary Jane K. Robins

Lot No.: 12

Area: Waimanalo, Oahu

Lease No. 4122

PRIMARY:

Makanaapuakea E. Robins,

Grandson

ALTERNATE:

N/A

DESIGNEE TO RECEIVE NET

PROCEEDS:

N/A

15. Clayton D. Tremaine, Sr. Lot No.: UNDV137
Area: Laiopua, Hawaii
Lease No. 10763

PRIMARY: Joint Tenants
Barbara K. Tremaine, Wife
Kishawn K. I. Tualaulelei,
Granddaughter

ALTERNATE: N/A

DESIGNEE TO RECEIVE NET PROCEEDS:

16. Blossom L. Williams
Lot No.: 126-B-5
Area: Hoolehua, Molokai
Lease No. 7825

PRIMARY: Joint Tenants
Kawewaipunaokalani
Williams, Daughter
Kahelemauna K. Williams,
Granddaughter

ALTERNATE: Kanoi L. Aiona, Daughter

DESIGNEE TO RECEIVE NET PROCEEDS:

17. Edna M. Williams
Lot No.: 4
Area: Nanakuli, Oahu
Lease No. 244

PRIMARY: Joint Tenants
Christopher L. Williams
Jr., Son
Wayne K. Williams, Son

ALTERNATE: N/A

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

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 Lease old 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

Thirty-eight (38) assignments of lease.

1. Lessee Name: Mary Ann M. Aloy

Res. Lease No. 10101, Lot No. 109

Lease Date: 5/25/2005

Area: Waiehu Kou III, Maui

Property Sold & Amount: Yes, \$442,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Mary Ann D. P. Feiteira

Relationship: None Loan Assumption: No

Applicant: Yes, Maui IW Res., 3/19/2019

Reason for Transfer: "Moving off island and medical reasons." Special Condition: Transferee to obtain funds to pay purchase price. See simultaneous transfer below.

2. Lessee Name: Mary Ann D. P. Feiteira Res. Lease No. 10101, Lot No. 109

Lease Date: 5/25/2005 Area: Waiehu Kou III, Maui

Property Sold & Amount: Yes, \$442,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Jonelle M. K. S. F. Kamai

Relationship: Granddaughter

Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

3. Lessee Name: Leona P. Asinsin Res. Lease No. 12902, Lot No. 204

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$390,600.00 Improvements: 4 bedroom, 3 bath dwelling

Transferee Name: Julie H. Paselio

Relationship: Daughter Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special · Condition: Transferee to obtain fund to pay purchase price.

4. Lessee Name: Ruth Ann L. Cambra Res. Lease No. 12894, Lot No. 192

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$400,000.00 Improvements: 5 bedroom, 3 bath dwelling

Transferee Name: Crystal N. Aquino

Relationship: Daughter Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase price.

5. Lessee Name: Sue Ann K. Char Res. Lease No. 6509, Lot No. 31

> Lease Date: 1/3/1996 Area: Anahola, Kauai

Property Sold & Amount: No, N/A

Improvements: 1 bedroom, 1 bath dwelling

Transferee Name: Apryle M. Wong

Relationship: Sister Loan Assumption: No

Applicant: Yes, Kauai IW Res., 10/12/2005

Reason for Transfer: "Giving lease to relative." See

simultaneous transfer below.

6. Lessee Name: Apryle M. Wong Res. Lease No. 6509, Lot No. 31

> Lease Date: 1/3/1996 Area: Anahola, Kauai

Property Sold & Amount: No, N/A

Improvements: 1 bedroom, 1 bath dwelling

Transferee Name: Ohelo H. P. Wong

Relationship: Daughter Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative."

7. Lessee Name: Ursula U. Chong

Res. Lease No. 4900, Lot No. 25-B-1

Lease Date: 10/20/1978

Area: Kuhio Village, Hawaii

Property Sold & Amount: Yes, \$163,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Autumn T. U. Chong

Relationship: Daughter Loan Assumption: No

Applicant: Yes, Hawaii IW Res., 7/3/2012

Reason for Transfer: "Selling home to my daughter." Special

Condition: Transferee to obtain funds to pay purchase

price.

8. Lessee Name: Mogul K. Crabbe Res. Lease No. 9304, Lot No. 91

> Lease Date: 1/1/1999 Area: Kaniohale, Hawaii

Property Sold & Amount: Yes, \$290,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Janelle K. Kalele

Relationship: None Loan Assumption: No

Applicant: Yes, Hawaii IW Res., 1/2/2004

Reason for Transfer: "Due to my health, I moved to Honolulu, Oahu to get adequate medical care, in addition to ohana support." Special Condition: Transferee to obtain funds to pay purchase price.

9. Lessee Name: Hiram A. De Fries Res. Lease No. 9571, Lot No. 75

> Lease Date: 6/1/2000 Area: Kalawahine, Oahu

Property Sold & Amount: No, N/A

Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Tamar D. Saronitman

Relationship: Daughter Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative."

10. Lessee Name: Vannessa L. K. Dela Cruz

Res. Lease No. 4134, Lot No. 61

Lease Date: 2/15/1974 Area: Waimanalo, Oahu

Property Sold & Amount: No, N/A

Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Puanani Dela Cruz

Relationship: Daughter Loan Assumption: No

Applicant: No

11. Lessee Name: Maylene K. Enoka Res. Lease No. 8788, Lot No. 24

> Lease Date: 2/1/1998 Area: Waimanalo, Oahu

Property Sold & Amount: Yes, \$180,000.00 Improvements: 3 bedroom, 2-1/2 bath dwelling

Transferee Name: Maylene K. Enoka & Taryn-Leigh U. Chang

Relationship: Lessee & Daughter

Loan Assumption: No

Applicant: Yes, Oahu IW Res., 2/27/1986 (Taryn-Leigh U.

Chang)

Reason for Transfer: "Adding relative to lease." Special Condition: Transferees to obtain funds to pay purchase price.

12. Lessee Name: Steve P. Gifford Res. Lease No. 3788, Lot No. 365

Lease Date: 3/21/1969 Area: Nanakuli, Oahu

Property Sold & Amount: Yes, \$250,000.00 Improvements: 3 bedroom, 3 bath dwelling

Transferee Name: Shonton K. Gifford

Relationship: Son Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

13. Lessee Name: Kainoa P. Hopfe

Res. Lease No. 9864, Lot No. 13849

Lease Date: 4/15/2003 Area: Maluohai, Oahu

Property Sold & Amount: Yes, \$390,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Benjamin Pokipala

Relationship: None Loan Assumption: No

Applicant: Yes, Oahu IW Res., 4/11/2008

Reason for Transfer: "Moving off island." Special Condition: Transferee to obtain funds to pay purchase

price. See simultaneous transfer below.

14. Lessee Name: Benjamin Pokipala

Res. Lease No. 9864, Lot No. 13849

Lease Date: 4/15/2003 Area: Maluohai, Oahu

Property Sold & Amount: Yes, \$390,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Christopher J. Pokipala

Relationship: Son Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

15. Lessee Name: Genesis E. Kauhi Res. Lease No. 2959, Lot No. 319

> Lease Date: 6/9/1955 Area: Keaukaha, Hawaii

Property Sold & Amount: No, N/A

Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Genesis E. Kauhi & Genesis A. K. Pua-Kaipo

Relationship: Lessee & Cousin

Loan Assumption: No

Applicant: Yes, Hawaii IW Res., 8/25/2006 (Genesis A. K.

Pua-Kaipo)

Reason for Transfer: "Adding relative to lease."

16. Lessee Name: Alapaki E. K. Kaulia Res. Lease No. 12529, Lot No. 7

> Lease Date: 8/20/2009 Area: Lalamilo, Hawaii

Property Sold & Amount: Yes, \$319,000.00 Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Lysa K. Kama-Carr

Relationship: None Loan Assumption: No

Applicant: Yes, Hawaii IW Res., 8/28/1986

Reason for Transfer: "Moving off island." Special Condition: Transferee to obtain funds to pay purchase

price.

17. Lessee Name: Myron K. Keahi, Jr. Res. Lease No. 12238, Lot No. 19

Lease Date: 6/6/2008 Area: Waiehu Kou IV, Maui

Property Sold & Amount: Yes, \$150,000.00 Improvements: 2 bedroom, 1 bath dwelling

Transferee Name: Byron L. K. Keahi

Relationship: Cousin Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

18. Lessee Name: Elaine K. K. G. Keamoai Res. Lease No. 11317, Lot No. 40

Lease Date: 9/15/2006 Area: Kekaha, Kauai

Property Sold & Amount: Yes, \$340,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: William H. R. Frost

Relationship: None Loan Assumption: No

Applicant: Yes, Oahu IW Res., 8/20/1996

Reason for Transfer: "Court order." Special Condition: Transferee to obtain funds to pay purchase price. See simultaneous transfer below.

19. Lessee Name: William H. R. Frost Res. Lease No. 11317, Lot No. 40

> Lease Date: 9/15/2006 Area: Kekaha, Kauai

Property Sold & Amount: Yes, \$340,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: William K. I. Frost

Relationship: Son Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase price.

20. Lessee Name: Michael F. Lenchanko Res. Lease No. 12898, Lot No. 196

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$450,000.00 Improvements: 5 bedroom, 3 bath dwelling

Transferee Name: Bernard H. Lenchanko

Relationship: Brother Loan Assumption: No

Applicant: Yes, Oahu IW Res., 5/1/2019

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price. See simultaneous transfer below.

21. Lessee Name: Bernard H. Lenchanko Res. Lease No. 12898, Lot No. 196

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$450,000.00 Improvements: 5 bedroom, 3 bath dwelling

Transferee Name: Jonathan K. Lenchanko

Relationship: Son Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

22. Lessee Name: Diana K. Lewis

Res. Lease No. 12885, Lot No. 186

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$425,000.00 Improvements: 4 bedroom, 3 bath dwelling

Transferee Name: James K. Pascua

Relationship: Son Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

23. Lessee Name: May K. Marrotte

Res. Lease No. 12891, Lot No. 188

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$387,000.00 Improvements: 4 bedroom, 3 bath dwelling

Transferee Name: Zachariah K. A. Meyer

Relationship: Grandson Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special . Condition: Transferee to obtain funds to pay purchase

price.

24. Lessee Name: Arlettee A. Mersburgh Res. Lease No. 4287, Lot No. 111

Lease Date: 3/28/1977 Area: Kewalo, Oahu

Property Sold & Amount: Yes, \$400,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Kawai Markham

Relationship: Daughter Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

25. Lessee Name: Mervin K. Montez

Res. Lease No. 12892, Lot No. 189

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$500,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: `Mary J. U. Montez

Relationship: Mother Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase price. See simultaneous transfer below.

26. Lessee Name: Mary J. U. Montez Res. Lease No. 12892, Lot No. 189

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$500,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Dane George K. N. Montez

Relationship: Grandson Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

27. Lessee Name: Earl Leroy A. K. Naeole Res. Lease No. 12893, Lot No. 191

Lease Date: To be determined

Area: Kanehili, Oahu

Property Sold & Amount: Yes, \$550,000.00 Improvements: 4 bedroom, 3 bath dwelling

Transferee Name: Sherilyn N. Cruz

Relationship: Daughter Loan Assumption: No

Applicant: Yes, Oahu IW Res., 11/18/2014

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

28. Lessee Name: Makanaapuakea E. Robins

Res. Lease No. 4122, Lot No. 12

Lease Date: 1/29/1974 Area: Waimanalo, Oahu

Property Sold & Amount: No, N/A

Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Makanaapuakea E. Robins & Waynette K. Lyons

Relationship: Lessee & Mother

Loan Assumption: No

Applicant: No

Reason for Transfer: "Adding relative to lease."

29. Lessee Name: Kathy M. Swope

Res. Lease No. 681, Lot No. 205-B & 206-B

Lease Date: 2/28/1939 Area: Nanakuli, Oahu

Property Sold & Amount: No, N/A

Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Leslie A. Palakiko

Relationship: Sister Loan Assumption: No

Applicant: Yes, Oahu IW Res., 5/24/2002

Reason for Transfer: "Giving lease to relative."

30. Lessee Name: Jessie L. Wallace Res. Lease No. 2784, Lot No. 25

> Lease Date: 6/17/1953 Area: Kapaakea, Molokai

Property Sold & Amount: No, N/A

Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Najah K. Baker

Relationship: Daughter Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving lease to relative." See

simultaneous transfer below.

31. Lessee Name: Joseph A. Wampler Res. Lease No. 5853, Lot No. 43

Lease Date: 8/1/1985 Area: Kalamaula, Molokai

Property Sold & Amount: No, N/A

Improvements: None

Transferee Name: Jessie L. Wallace

Relationship: Cousin Loan Assumption: No

Applicant: No

32. Lessee Name: Yolanda O. K. A. Wiltshire

Res. Lease No. 5939, Lot No. 9

Lease Date: 8/26/1993 Area: Waiehu Kou, Maui

Property Sold & Amount: Yes, \$200,000.00 Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Alexandria N. A. Naki

Relationship: Daughter Loan Assumption: No

Applicant: Yes, Maui IW Res., 9/29/2006

Reason for Transfer: "Giving lease to relative." Special . Condition: Transferee to obtain funds to pay purchase

price.

33. Lessee Name: Henry Zamora

Res. Lease No. 12883, Lot No. 17007

Lease Date: To be determined

Area: Kaupea, Oahu

Property Sold & Amount: Yes, \$325,000.00 Improvements: 4 bedroom, 2-1/2 bath dwelling

Transferee Name: Desiree N. Zamora

Relationship: Niece Loan Assumption: No

Applicant: Yes, Oahu IW Res., 2/8/2008

Reason for Transfer: "Giving lease to relative." Special Condition: Transferee to obtain funds to pay purchase

price.

34. Lessee Name: Edwin K. Dias

Res. Lease No. 10548, Lot No. UNDV251

Lease Date: 6/18/2005 Area: Waiohuli, Maui

Property Sold & Amount: No, N/A

Improvements: None

Transferee Name: Dennis K. Dias

Relationship: Brother Loan Assumption: No

Applicant: Yes, Maui IW Res., 5/8/2006

35. Lessee Name: Gail L. Aguiar

Agr. Lease No. 6408, Lot No. U1-7

Lease Date: 11/1/1985 Area: Makuu, Hawaii

Property Sold & Amount: No, N/A

Improvements: None

Transferee Name: Zachary H. Aguiar

Relationship: Son Loan Assumption: No

Applicant: No

Reason for Transfer: "Giving to son with love."

36. Lessee Name: David J. K. K. Crivello

Res. Lease No. 5857, Lot No. 35

Lease Date: 8/1/1985 Area: Kalamaula, Molokai

Property Sold & Amount: No, N/A

Improvements: None

Transferee Name: Lori-Lei A. Rawlins-Crivello

Relationship: Wife Loan Assumption: No

Applicant: Yes, Molokai IW Res., 3/5/2004

Reason for Transfer: "Giving lease to relative." Special

Condition: One year to build and occupy lease.

37. Lessee Name: Natalie A. Kama

Agr. Lease No. 7417, Lot No. 55

Lease Date: 3/16/2010 Area: Keokea, Maui

Property Sold & Amount: No, N/A

Improvements: None

Transferee Name: Daverine K. Sassaman

Relationship: Daughter Loan Assumption: No

Applicant: Yes, Maui IW Agr., 7/21/2006

38. Lessee Name: Reuben M. Pukahi

Agr. Lease No. 5109-A, Lot No. 182-A

Lease Date: 9/23/1982 Area: Panaewa, Hawaii

Property Sold & Amount: No, N/A

Improvements: None

Transferee Name: Lucianne Z. P. Pukahi-Viernes

Relationship: Daughter Loan Assumption: No

Applicant: Yes, Hawaii IW Agr., 1/31/2019

Assignments for the Month of January `20	38
Previous FY '19 - '20 balance	83
FY '19 - '20 total to date	121
Assignments for FY '18 - '19	259

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting HSD Administrator

FROM: Juan Garcia, Oahu District Office Supervisor

Homestead Services Division /

SUBJECT: Approval of Amendment of Lease old Interest

# RECOMMENDED MOTION/ACTION

To approve the amendment of the leasehold interest listed below.

#### DISCUSSION

Thirty-Six (36) amendments of lease.

1. Lessee: Jenny L. Ahsing-Kaahanui

Agr. Lease No.: 11762

Lot No., Area, Island: UNDV219, Kapolei, Oahu

Amendment: To amend the commencement date, lot

number, and property description due to final subdivision approval.

2. Lessee: George K. Aki, Jr.

Res. Lease No.: 494

Lot No., Area, Island: 38, Nanakuli, Oahu

Amendment: To amend the lease title and

Lessor's 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.

3. Lessee: Ethel P. Apao-Kiesel

Res. Lease No.:

3982

Lot No., Area, Island:

38, Waimanalo, Oahu

Amendment:

To amend the lease title and Lessor's name, to update the property descripton, and to incorporate the currently used

covenants, terms, and conditions to

the lease.

Lessee: 4.

Emmaleen K. L. Balacua

11862

Res. Lease No.:

UNDV319, Kapolei, Oahu

Lot No., Area, Island:

Amendment:

To amend the commencement date, lot number, and property description due to final subdivision approval.

5. Lessee: Ernest E. Barrett, III

11589

Res. Lease No.:

UNDV046, Kapolei, Oahu

Lot No., Area, Island: Amendment:

To amend the commencement date, lot

number, and property description due to final subdivision approval.

6. Lessee: Alexander K. Bishaw

2811

Res. Lease No.:

Lot No., Area, Island:

37 B1&2, Hoolehua, Molokai To amend the lease title and

Amendment:

Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease, and to

update the property description.

7. Lessee: Anthony K. Cabrera

Res. Lease No.:

11775

Lot No., Area, Island:

UNDV232, Kapolei, Oahu

Amendment:

To amend the commencement date, lot number, and property description

due to final subdivision approval.

8. Lessee: Shannon K. F. Chow Res. Lease No.: 11255

Lot No., Area, Island: UNDV057, Kakaina, Oahu

Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval.

9. Lessee: David J. Crivello Res. Lease No.: 5857

Lot No., Area, Island: 35, Kalamaula, Molokai

Amendment: To amend the commencement date and property description due to final

subdivision approval.

10. Lessee: Torri K. Cuarisma Res. Lease No.: 11655

Res. Lease No.: 11655 Lot No., Area, Island: UNDV112, Kapolei, Oahu

Amendment: To amend the commencement

To amend the commencement date, lot number, and property description due to final subdivision approval.

11. Lessee: Rachel L. Del Toro & Sonny Del Toro

Res. Lease No.: 3909A

Lot No., Area, Island: UNDV151, Kapolei, Oahu

Amendment: To amend the commencement date, lot number, and property description

due to final subdivision approval.

12. Lessee: Charles U. Diamond, Sr. & Winona L.

Res. Lease No.: Diamond 11748

Lot No., Area, Island: UNDV205, Kapolei, Oahu

Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval.

13. Lessee: Jason K. Donatiello

Res. Lease No.: 11848

Lot No., Area, Island: UNDV305, Kapolei, Oahu

Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval.

14. Lessee:

Res. Lease No.:

Lot No., Area, Island:

Amendment:

Steve P. Gifford

3788

365, Nanakuli, Oahu

To amend the lease to incorporate the currently used terms, covenants

and conditions in the lease.

15. Lessee: Derek T. Grace

> Res. Lease No.: 12442

> Lot No., Area, Island:

Amendment:

91, Kauluokahai, Oahu

To amend the property description

to remove Easement "14".

Pualani D. Jones 16. Lessee:

2956 Res. Lease No.:

13, Nanakuli, Oahu Lot No., Area, Island:

Amendment:

To amend the lease title and Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease, to update the property description and to extend the lease term to an

aggregate term of 199 years.

Richard E. Kaleikini 17. Lessee:

> Res. Lease No.: 11610

Lot No., Area, Island:

Amendment:

UNDV067, Kapolei, Oahu

To amend the commencement date, lot number, and property description

due to final subdivision approval.

Isaac K. Kalua, III 18. Lessee:

Res. Lease No.:

Lot No., Area, Island:

Amendment:

11213 4, Kakaina, Oahu

To amend the property description

to include Easement "A" in favor of

the U.S. Postal Service.

19. Lessee: Rupert N. Kama, Jr.

Res. Lease No.: 10705

Lot No., Area, Island: UNDV079, Laiopua, Hawaii

Amendment: To am

To amend the commencement date, lot number, and property description due to the award of a Kaniohale pre-owned home to an undivided

interest lessee.

20. Lessee: Charmaine P. K. Kaneshiro

Res. Lease No.: 6014

Lot No., Area, Island: 8, Kekaha, Kauai

Amendment: To amend the property description

to reflect the correct Tax Map Key.

21. Lessee: Henry E. Kauhi

Res. Lease No.: 2959

Lot No., Area, Island: 319, Keaukaha, Hawaii

Amendment: To amend the lease title and

Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease, to update the property description and to extend the lease term to an

aggregate term of 199 years.

22. Lessee: Myron K. Keahi, Jr.

Res. Lease No.: 12238

Lot No., Area, Island: 19, Waiehu Kou IV, Maui

Amendment: To amend to release the 5 years retention period established for the Native Hawaiian Housing Block

Grant.

23. Lessee: Lono P. A. K. Manners

Res. Lease No.: 11725

Lot No., Area, Island: UNDV182, Kapolei, Oahu

Amendment: To amend the commencement date, lot

number, and property description due to final subdivision approval.

24. Lessee: Alan K. Montgomery

Res. Lease No.: 11781

Lot No., Area, Island: UNDV238, Kapolei, Oahu

Amendment: To amend the commencement date, lot number, and property description

number, and property description due to final subdivision approval.

25. Lessee: Kekoaalii K. Nakamura

Res. Lease No.: 11634

Lot No., Area, Island: UNDV091, Kapolei, Oahu

Amendment: To amend the commencement date, lot

number, and property description due to final subdivision approval.

26. Lessee: Shantel L. B. Paaoao

Res. Lease No.: 11679

Lot No., Area, Island: UNDV136, Kapolei, Oahu

Amendment: To amend the commencement date, lot

number, and property description due to final subdivision approval.

27. Lessee: Bernadette K. Park

Res. Lease No.: 11223

Lot No., Area, Island: 43, Kakaina, Oahu

Amendment: To amend the property description

to remove Easement "12".

28. Lessee: Esther Cecilia M. Pezario

Res. Lease No.: 3185

Lot No., Area, Island: 22, Anahola, Kauai

Amendment: To amend the lease title and

Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease, to update the property description and to

extend the lease term to an aggregate term of 199 years.

29. Lessee: Rhona E. Reeves

Res. Lease No.: 1461-A

Lot No., Area, Island: 256-B, Keaukaha, Hawaii

Amendment: To amend the lease title and

Lessor's name, to incorporate the currently used terms, covenants and

conditions in the lease.

30. Lessee: Mary Jane K. Robins

Res. Lease No.: 4122

Lot No., Area, Island: 12, Waimanalo, Oahu

Amendment: To amend the lease title and

Lessor's name, to update the property descripton, and to incorporate the currently used

covenants, terms, and conditions to

the lease.

31. Lessee: Royce K. Silva

Res. Lease No.: 11669

Lot No., Area, Island: UNDV126, Kapolei, Oahu

Amendment: To amend the commencement date, lot

number, and property description due to final subdivision approval.

32. Lessee: Kathy M. Swope

Res. Lease No.: 681

Lot No., Area, Island: 205-B & 206-B, Nanakuli, Oahu

Amendment: To amend the lease title and

Lessor's 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.

33. Lessee: Jessie L. Wallace

Res. Lease No.: 2784

Lot No., Area, Island: 25, Kapaakea, Molokai

Amendment: To amend the lease title and

Lessor's name, and to incorporate the currently used terms, covenants

and conditions in the lease.

34. Joseph A. Wampler Lessee: Res. Lease No.: 5853 Lot No., Area, Island: 43, Kalamaula, Molokai To amend the property description Amendment: and commencement date due to final subdivision. 35. Lessee: Blossom L. Williams Res. Lease No.: 7825 Lot No., Area, Island: 126-B-5, Hoolehua, Molokai To amend the property description Amendment: of lot number 126-B-5 to now reflect as redesignated lot number 109. Edna M. Williams 36. Lessee: Res. Lease No.: 244 4, Nanakuli, Oahu Lot No., Area, Island: Amendment: To amend the lease title and Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease, to update the property description and to extend the lease term to an aggregate term of 199 years. Amendments for the Month of January '20 36 Previous FY '19 - '20 balance 67 FY '19 - '20 total to date 103

Amendments for FY '18 - '19

155

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting HSD Administrator

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 cannot issue his/her own license.

#### DISCUSSION

Four (4) non-exclusive licenses.

1. Lessee: Elaine K. Kealoha

Res. Lease No.: 694

Lot No., Area, Island: 18-B, Waimanalo, Oahu

Permittee: Sunnova Energy Corporation

2. Lessee: Tad K. Makaila

Res. Lease No.: 11952

Lot No., Area, Island: 17107, Kaupea, Oahu

Permittee: Sunrun Installation Services Inc.

3. Lessee: Roxeanne K. McCloskey

Res. Lease No.: 11990

Lot No., Area, Island: 17136, Kaupea, Oahu

Permittee: Sunrun Installation Services Inc.

4. Lessee: Elyce M. M. Schnitzer
Res. Lease No.: 3457
Lot No., Area, Island: 15, Paukukalo, Maui

Permittee: Sunrun Installation Services Inc.

Non-Exclusive License	for January `20	4
Previous FY '19 - '20	balance	_27
FY '19 - '20 total to	date	31
Non-Exclusive License	for FY '18 - '19	83

### DEPARTMENT OF HAWAIIAN HOME LANDS

### January 27, 2020

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator

THRU: Juan Garcia, Oahu District Office Supervisor

Homestead Services Division /

SUBJECT: Set Aside Commission Action on July 15, 2019,

Regarding Designation of Tenant in Common Successor to Lease No. 1758, Lot No. 87, Waimanalo, Oahu - KUULEI

K. PETTY-HANAWAHINE

### RECOMMENDED MOTION/ACTION

To set aside the designation of Kuulei K. Petty-Hanawahine (Kuulei), as a tenant in common successor, to Residential Lease No. 1758, Lot No. 87, Waimanalo, Oahu (Lease), as a valid Designation of Successor, dated March 4, 1999, was discovered.

### DISCUSSION

On July 15, 2019, the Hawaiian Homes Commission (Commission) approved the designation of Kuulei as the successor to the Lease. (See attached Exhibit A.)

After the Commission's approval on July 15, 2019, a valid Designation of Successor was discovered by staff while researching the record in preparing to draft the Lease document. The designation named Michael K. Hanawahine (Michael) and Kuulei as Tenant in Common Successors.

Kuulei submitted a signed renouncement that she no longer wants to pursue her successorship interest to the Lease. She stated that she wanted her uncle, Michael, to continue as the successor to the Lease.

The Department will work with Michael as the successor to the 50% Tenant in Common interest to the Lease. Michael's

Native Hawaiian Quantum is deemed to be no less than 67%, and is an eligible successor.

The Department requests approval of its recommendation.

### DEPARTMENT OF HAWAIIAN HOME LANDS

July 15, 2019

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator;

Homestead Services Division

FROM: Juan P. Garcia, Oahu District Office Supervisor

Homestead Services Division

SUBJECT: Commission Designation of Successor

JEANETTE M. HANAWAHINE, Residential Lease No. 1758,

Lot No. 87, Waimanalo, Oahu

### RECOMMENDED MOTION/ACTION

To approve the designation of Kuuleilani K. Petty-Hanawahine (Kuulei), as successor to Jeanette Hanawahine's 50% tenant-in-common interest to Residential Lease No. 1758, Waimanalo, Oahu for the remaining term of the lease.

### DISCUSSION

On February 3, 1999, Jeanette M. Hanawahine (Decedent) received, by way of transfer through successorship, a tenant-incommon interest in Department of Hawaiian Home Lands Residential Lot Lease No. 1758, Lot No. 87, Waimanalo, Oahu (Lease).

On April 30, 2017, the Decedent passed away without naming a successor to her 50% interest in the lease.

In compliance with the Administrative Rules 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 June 4, 14, 18, 28, 2017, to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The Department received a successorship claim from the Decedent's daughter, Kuulei. The claimant is at least 33% Hawaiian and has been determined to be eligible for succession.

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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
- If there is no husband or wife, then the children; or
- If there is no husband, wife, or child, then the grandchildren; or
- 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 three bedroom, two bath single family dwelling.

As of June 17, 2019, there are no outstanding loans and Lease rent is current. The real property taxes are delinquent in the amount of \$1,178, and Kuulei has agreed to pay the amount due prior to final execution of the successorship.

On November 20, 2017, the Department presented its recommendation for the Hawaiian Homes Commission (Commission) to approve the designation of the respective tenant-in-common interest in the Lease for the Decedent. However, the Commission deferred action on the Department's recommendation and instructed the Department staff to obtain additional information on the respective successorship claimant's intent with respect to the occupancy of the home.

On December 14, 2017, Department staff met with Kuulei. She reported that her mother, her younger sister, and herself, continued to reside at the homestead following her grandfather's (William) death in 1999. However, it became increasing difficult to remain in the home with Jonette and her family, therefore, her mother made the decision to move out in 2005. Kuulei now wants to return to the homestead and reside in the home along with her

ITEM NO. D-13

younger sister, who is still a minor. Kuulei reports that she is the legal guardian of her sister.

At its meeting on February 19, 2018, the Commission decided to defer action again on the Department's recommendation and instructed the Department staff to schedule a meeting with all the successors, to discuss their respective plans to occupy the home.

On August 9, 2018 the Department staff met with Kuulei, Lei Makanani, Cecelia Keliiholokai, the two successors of the other 50% tenant-in-common interest in the Lease. It was expressed by all three successors that they intend to occupy the homestead, but no decision was made on how they were going to move forward. They decided that they needed more time and would come together on their own to discuss further.

At its meeting on December 17, 2018, the Commission decided to defer action again on the Department's recommendation.

At its meeting on June 17, 2019, the Commission again deferred action on the Department's recommendation, as the Department could not confirm Kuulei was advised of the scheduled Commission action.

The Department requests the approval of its recommendation.

ITEM NO. D-13

### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

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 L

SUBJECT: Cancellation of Lease - JEWELLYN P.P. CRAWFORD

Residential Lease No. 3849, Lot No. 340,

Nanakuli, Oahu

### RECOMMENDED MOTION/ACTION

To approve the cancellation of Lease No. 3849, Lot No. 340, Nanakuli, Oahu (Lease), pursuant to the Hawaiian Homes Commission Act of 1920, as amended, as there is no qualified successor to the Lease interest.

### DISCUSSION

Jewellyn Pearlisa Petra Crawford (Decedent), received the Lease by way of the Transfer Through Successorship and Amendment to Lease No. 3849, dated December 6, 2010. The Decedent did not file a successor to her Lease.

On April 15, 2016, the Department was informed by a family member that the Decedent passed away approximately 2 weeks prior. Although this family member 'agreed to provide the Department with a copy of the death certificate, it was never received.

On May 25, 2016, a Department Enforcement Officer conducted an inspection of the homestead lot and found that the home was in poor condition and had been abandoned.

On August 1, 2019, with assistance from the Department's Information Community Relations Office, information of the Decedent's death was found on various social media sites.

It was discovered that the Decedent passed away on March 27, 2016. An obituary was not available.

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 December 2, 12, 16, 26, 2018, to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The Department did not receive a successorship claim to the Lease.

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."

The 3-bedroom and 2-bath home was constructed in 1971 and is in poor condition.

There is no outstanding debt attached to the lease and there is an outstanding balance of \$8 for lease rent. There are outstanding real property taxes due in the amount of approximately \$1,600, as of December 31, 2019.

The Department request the approval of its recommendation.

### DEPARTMENT OF HAWAIIAN HOME LANDS

### January 27, 2020

Chairman and Members, Hawaiian Homes Commission TO:

THROUGH: Dean Oshiro, Acting HSD Administrator

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

SUBJECT: Extension of Homestead Leases That Are Due to Expire

in the Year 2029 or Earlier

### RECOMMENDED MOTION/ACTION

To approve the extension of all homestead leases, the original terms of which are due to expire in the year 2029 or earlier, from 99 years to an aggregate term of not more than 199 years, subject to the following:

- 1. A Lessee that is not in good standing with the Department, and is in violation of any terms and conditions of the lease, shall be obligated to bring the lease into good standing within five (5) years of the date of lease extension;
- 2. Lessees, including their successors and assigns, who fail to remedy any such violations of lease terms and conditions within the five (5) year period shall be afforded a hearing, pursuant to Section 210 of the Hawaiian Homes Commission Act, to address the alleged lease violation(s).

### DISCUSSION

On July 3, 1990, then Governor John Waihee signed S. B. 269 into law, Act 305. This law amended section 208 of the Hawaiian Homes Commission Act whereby the Department is authorized to extend the original lease term from 99 years to an aggregate term of not more than 199 years.

On October 30, 1990, the Hawaiian Homes Commission (Commission) authorized the Department to extend all homestead leases from 99 years to an aggregate term of not more than 199 years. At the time, the Department recommended, with the concurrence of the Commission, to prioritize the granting of lease extensions for such lessees securing loan financing. In addition, priority was also granted to lessees with less than 31 years remaining on their initial 99-year lease.

The Department continues the current practice of extending the terms of leases for an additional 100 years where lessees are in the process of securing loan financing and lenders require a lease extension as a condition of the loan approval. Similarly, the Department processes 100-year extensions of leases, with approximately 31 years remaining, in conjunction with the assignments of leasehold interest and for lease successorships.

The Department recognizes there are existing situations where lessees have had no need for loan financing, hence, there have been no corresponding requirements for an extension of their respective lease terms. There are also situations where a lease transaction was not processed, therefore, such lease had no lease extension initiated.

The first homestead community was established in Kalamaula, Molokai, and followed shortly thereafter in Hoolehua, Molokai, then Keaukaha and Panaewa/Waiakea, Hawaii. There are approximately 50 Kalamaula and Hoolehua leases, and approximately 20 Keaukaha and Panaewa/Waiakea leases, that are due to expire in the year 2029 or earlier.

Lease term extensions are subject to Hawaiian Homes Commission approval. Following Commission approval, the appropriate amendment to lease document is drafted for the lessee's signature.

The Department encourages those lessees that have leases that are due to expire in the year 2029 or earlier, and have not had their lease terms extended, to contact their respect district office and to submit a written request to have their respective lease terms extended. For the purpose of simplifying this process, the Department has created a form for affected lessees to quickly and easily make this extension request (See attached Exhibit A). The form is available on the Department's website and at the district office for ease of distribution. The Department will publish a notice in local newspapers and on the DHHL website as a means of reaching out to lessees regarding the extension process.



### REQUEST FOR EXTENSION OF LEASE TERM

LESSEE NAME(S):	
LEASE NO	
AREA:	· · · · · · · · · · · · · · · · · · ·
ISLAND:	
Commencement Date:	
I,	, hereby request that the Department
of Hawaiian Home Lands	extend the lease term to aggregate term of 199 years. By way of Act
305 of the 1990 session of	the Hawaii State Legislature, consented to by the United States
through Public Law 102-	98 in 1992, the Hawaiian Homes Commission Act, 1920, as
amended, was amended t	allow the Department to extend the term of any homestead lease,
provided that any extensi	not be for more than 199 years, commencing from the beginning of
the initial 99 years term.	
Date:	Signature
,	
For DHHL Staff	
Received by:	Date:

### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting HSD Administrator

FROM: Juan Garcia, Oahu District Office Supervisor

Homestead Services Division

SUBJECT: Surrender of Joint Tenant Interest

Keliimana Mark-Lewis, Residential Lease No. 344

Lot No. 175-A, Nanakuli, Oahu

### RECOMMENDED MOTION/ACTION

To approve the surrender of Keliimana Mark-Lewis' (Keliimana), joint tenant interest, in Department of Hawaiian Home Lands (Department) Residential Lot Lease No. 344, Lot No. 175-A, Nanakuli, Oahu, Hawaii, consisting of approximately 11,142 square feet, and further identified as Tax Map Key: (1) 8-9-004:033, subject to Keliimana's consent to waive his right to any net proceeds.

### DISCUSSION

Keliimana, along with Imua Mark-Lewis (Imua), and Alohalani Mark-Lewis (Alohalani), acquired their respective joint tenant interest in the lease by way of an Amendment of Lease and Transfer Through Successorship, dated January 31, 2008.

On October 4, 2019, the Department received a Notice of Surrender of Lease from Keliimana. He cited health reasons for surrendering his interest in the lease and that he wished to waive his right to any net proceeds.

Imua and Alohalani will retain their interest in the lease and both currently reside on the homestead lot.

Department Contract of Loan No. 18052, has outstanding balance of approximately \$56,705 and is past due in the amount of approximately \$15,600. The Department's Loan Services Branch

staff is working with Imua and Alohalani regarding the past due amount.

The real property taxes are past due in the amount of approximately \$2,500 and the lease rent to the Department is paid current.

The department requests approval of its recommendation.

### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Homestead Services Division

Administrator

FROM: Olinda L. Fisher, East Hawaii District Office

Supervisor

SUBJECT: Commission Designation of Successor - John Kaupu,

Residential Lease No. 9088, Lot No. 385,

Keaukaha, Hawaii

### RECOMMENDED MOTION/ACTION

To approve the designation of successor to Sheiladine Kaupu (Sheiladine), to Lease No. 9088, Lot No. 385 situated at Keaukaha, Hawaii.

### DISCUSSION

On April 01, 1991, John Kaupu (Decedent), by way of Assignment of Lease and Consent, received Hawaiian Home Lands Residential Lease No. 9088, Lot No. 385, situate in Keaukaha, Hawaii (Lease).

On April 01, 1991, the Decedent designated his daughter Sheila M. Kaupu (Sheila), son Sean Thomas Kaupu (Sean), and son Shannon Kaupu (Shannon), as the successors to the Lease.

On December 23, 2018 the Decedent passed away.

On March 14, 2019 the department received Shannon's successorship response form indicating his intention to succeed to the Lease. On March 27 & April 5, 2019, the department received Sean & Sheila's response forms rescinding their successor interest of the lease.

The department proceeded with the successorship of the lease to Shannon.

On November 18, 2019, Shannon rescinded successor interest to the Lease.

In compliance with the Administrative Rules 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 December 1, 8, 15, 22, 29 2019 to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The Department received a successorship claim from the Decedent's wife, Sheiladine. The claimant is at least 25% Hawaiian and has been determined to be eligible for succession.

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.

### RECOMMENDATION

The department requests the approval of its recommendation.

### DEPARTMENT OF HAWAIIAN HOME LANDS

### January 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THRU: Dean Oshiro, Acting Administrator

Homestead Services Division

FROM: Gene Ross Davis, Acting Molokai District Superviso

Homestead Services Division

SUBJECT: Cancellation of Lease - William G. Aki

Agriculture Lease No. 2375, Lot No. 8, Hoolehua,

Molokai and Lot No. 11A, Kalamaula, Molokai

### RECOMMENDED MOTION/ACTION

1) To approve the cancellation of Lease No. 2375, Lot No. 8, Hoolehua, Molokai, and Lot No. 11A, Kalamaula, Molokai, pursuant to the Hawaiian Homes Commission Act of 1920, as amended, as there is no qualified successor to the Lease interest. Lease 2375 consists of both Lot 8, Hoolehua, Molokai and Lot 11A, Kalamaula, Molokai.

2) To approve the payment of Net Proceeds (appraised value of the improvements less any outstanding debts attached to the lease) if applicable, to the estate of lessee's late spouse, Lorraine Aki ("Lorraine").

### DISCUSSION

On May 28, 1964, William G. Aki (Decedent), received Department of Hawaiian Home Lands ("DHHL") Agriculture Lot lease No. 2375, Lot No. 8, Hoolehua, Molokai and Lot No. 11A Kalamaula, Molokai (Lease), and did not designate a successor.

On May 29, 1996, lessee designated his spouse Lorraine Teruko Inouve Aki to receive the net proceeds.

On November 28, 2018, a death certificate was received notifying DHHL that the Decedent passed away on September 13, 2017, more than a year earlier.

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 June 2, 12, 16, 26, 2019, to notify all interested, eligible and qualified heirs of the Decedent, to submit their lease successorship claims.

The Department did not receive a successorship claim to the Lease. On December 22, 2019 Lorraine passed away.

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."

Existing improvements to Lot No. 11A, Kalamaula, Molokai, consist of a three bedroom two bath house, built in 1969 and three utility sheds. The current tax assessed value is \$148,400. There is no outstanding mortgage on the home. An appraisal will be ordered by the Department to determine the value of the of the home. The appraised value of the improvements less any outstanding debts attached to the lease is to be paid to the Lorraine Aki Estate, lessee's spouse.

There are no improvements to Lot No. 8, Hoolehua, Molokai.

There is an outstanding \$15.00 lease rent and no outstanding real property tax attached to the lease.

The Department is requesting the approval of its recommendation.

# HAWAIIAN HOMES COMMISSION JANUARY 27 & 28, 2020 KAPOLEI, O`AHU

# E – ITEMS LAND DEVELOPMENT DIVISION

### DEPARTMENT OF HAWAIIAN HOME LANDS

January 27, 2020

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Stewart Matsunaga, Acting LDD Administrator

SUBJECT: Request for Relocation - KIMO D. ALULI, Residential

Lease No. 6504, Lot No. 2, Anahola, Kauai

### RECOMMENDED MOTION/ACTION

1) To approve the relocation of Mr. Aluli from Lot No. 2, Anahola, Kauai to Lot. No. 7, Anahola, Kauai, pursuant to Preliminary Subdivision "G/G-1", Anahola, Kauai.

2) To amend Department of Hawaiian Home Land Residential Lease No. 6504, to reflect the above relocation, subject to the conditions noted in Paragraph 8, in the discussion below.

### DISCUSSION

- 1. Between 1985 and 1986, 181 residential lots were offered to Kauai Residential applicants as part of the Department's "Acceleration" program in Anahola, Kauai. These lots were surveyed and staked, many without infrastructure and many not designed nor submitted for County of Kauai subdivision approval at the time of lot offering.
- 2. Due to subdivision development impediments, on July 25, 1989, the Hawaiian Homes Commission (HHC) approved a relocation option for lessees within the Anahola G and G-1 preliminary subdivision. See Exhibit A.
- 3. The end net result of this relocation action was that of the 28 lots selected in the Anahola G/G-1, 16 lots remain unencumbered. 12 lots in preliminary G/G-1 layout are currently leased, one of which is Lot 2. Exhibit B provides a timeline of the history of Lease No. 6504.

- 4. In 2018, Kimo D. Aluli, current lessee to Lot 2 requested to construct his home, using own funds.
- 5. Several development issues, as earlier pointed out earlier continue to plague the preliminary subdivision and have hampered house construction on Lot 2, if using typical mortgage financing.
- 6. Currently, the County of Kauai is amenable to issuing a building permit, without formal subdivision.

  However, Lot 2, being 8,400 square feet is non-compliant with current Department of Health DOH)

  Individual Wastewater System (IWS) requirements for minimum lot size of 10,000 square feet.
- 7. Land Development Division recommends that Mr. Aluli consider relocating to another vacant lot having at least 10,000 square feet of area, in order to comply with DOH IWS standards.
- 8. Mr. Aluli was offered other lots within Anahola Piilani Mai Ke Kai subdivision. However, Mr. Aluli prefers to remain within the Anahola G/G-1 preliminary subdivision and has acknowledged the development and environmental challenges the area poses including, but not limited to, shoreline setback, potential flood hazard, sea level rise, high water table, limited access, and potential noise and dust from adjacent road. Mr. Aluli has inspected the proposed Lot 7 area and has provided Land Development Division with an acceptance of the lot, in as is condition. See Exhibit C, area map of Anahola G/G-1.
- 9. Should this relocation and lease amendment be approved by the Hawaiian Homes Commission, potable water is available from the County of Kauai Department of Water and the Department has available water credit to apply to this lot. Further, LDD has contracted with Esaki Survey and Mapping to provide for lot staking and new metes and bounds for Lot 7. Homestead Services Division would prepare an Amendment to Residential Lease No. 6504 to reflect new metes and bounds.
- 10. Favorable HHC action to amend the subject lease shall be contingent upon Mr. Aluli using own funds for house construction and acknowledging the various development and environmental constraints. It is also recommended

that Mr. Aluli relieve DHHL from any and all liabilities related to this relocation action, requested by Mr. Aluli.

### RECOMMENDATION:

It is recommended that the HHC approve both actions as stated above.  $\ensuremath{\mathsf{A}}$ 

MINUTES OF July 25, 1989, Meeting held in Anahola, Kauai

ITEM E-2

SUBJECT: Anahola Acceleration Lots - Relocation of Lessees

COMMISSIONERS		MOTION	4	SECOND	,	AYES	•	NAYS	,	ABSTAIN
	•		•		•		. •		•	
Pijanaja	. •		•		. •	x	•		•	
Apana			•		,	x	•		,	
Brandt			•		•	x	•		•	
Kauahi			•		, <b>f</b>	x	•		•	
Keomaka	•	x	•			x	,		. 1	
Park	•		•	x	•	x	•		•	
Robertson	· . •		•		•	x	•		, 1	
Smith	1. •		, ,		t		•		_,	
	•		٠		•		•		٠	
	•		•		•		. •		•	
TOTAL					•	7			•	
			,						•	
Action Approved	•	x	٠.,				Defe	rred	•	
Denied	•		•				Ta	bled	•	
									_	

### DISCUSSION

Commissioner Robertson asked what happens to those who do not select different lots. Mr. Spoehr replied that they would have the option to remain and will have to resolve the problems with the county. Commissioner Keomaka stated that he felt the department's recommendations were very good for the beneficiaries.

### MOTION/ACTION

To approve the department's plan to permit lessees to relocate from unimproved Anahola Residential subdivisions having development constraints to Anahola Residential Lots - Unit III, based on their original rank order during lot selection.

Motion carried unanimously.

### STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

July 25, 1989

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Stewart Matsunaga, Acting Administrator, Land Development Division

SUBJECT: Anahola Acceleration Lots - Relocation of Lessees

### RECOMMENDED MOTION/ACTION:

To approve the department's plan to permit lessees to relocate from unimproved Anahola Residential subdivisions having development constraints to Anahola Residential Lots - Unit III, based on their original rank order during lot selection.

### **DISCUSSION:**

1. The following is a summary of lots awarded in Anahola between 1984 and 1987:

		Ag Lots	Residential	<u>Lots</u>
FY	84-85	40	18	
FΥ	85-86	4	163	

See map attached as Exhibit A.

2. While there was discussion with the County of Kauai prior to award, the department did not have a clear view of the infrastructure requirements and development constraints in Anahola. It was believed that since many lots were fronted by paved roads and existing waterlines, the lots were considered to be buildable. These lots were awarded without full review and comments from affected State and County agencies. After further discussion with the County, it became clear that several areas are faced with development constraints. The department now has preliminary subdivision comments from the County on lots which were offered for award.

Constraints for residential construction include inadequate water and road improvements, requirements that restrict wastewater disposal within 1000' of existing County wells, and flooding conditions.

3. Twenty-eight (28) lots which have been awarded in Exhibits "J", "K" and "A" are situated within 1000' of the County well site as follows:

Exhibit "J"	12
Exhibit "K"	11
Exhibit "A"	5
Tota1	28 lots

ITEM NO. E-2

As a matter of information, Exhibit "A" is comprised of a total of 90 lots of which 5 lots are situated within 1000' of the well site. (Note: Exhibit "A" will be referred to in the future as Anahola Residential Lots - Unit IV.)

Cesspool construction is prohibited within this zone in order to preclude contamination of the water source. In addition, low water pressure is a problem due to the proximity to the well. The County will also require road widening improvements.

At this time, there are no plans for sewer development. However, in light of the Department of Health's proposed policy that restricts cesspools, all 90 lots in Exhibit "A" will require other means for wastewater disposal after 1990. Alternative means include a sewage system or septic tanks. The feasibility of including dry sewer lines in the on-site construction for a future sewer system is being evaluated.

Costs to develop this area within the well site, though not yet established, is expected to be very high and a specific timetable to design and construct improvements has not been established. To set a specific schedule, an analysis of the costs for water system options and sewer development needs to be completed. A contract to develop this water master plan has been executed and the department anticipates completion of this plan in six months.

4. Seventeen (17) lots in Subdivision "H" & "D" are located in the lower Anahola valley floor. The construction of homes are currently constrained because of various water system deficiencies, i.e., source, transmission and storage. In addition, these lots lie in flood prone areas and roads require upgrading in order to obtain final subdivision approval. Since the lots are scattered only a few lots are affected. The development cost per lot to upgrade the County water system and roadways and to address flooding will be high.

Several homes have been built or have met building requirements. Original lots of record recorded on the tax maps are allowed connection to the County water system. In situations where the department created multiple lots from one lot of record, requests for water service after the first connection are being denied until the required subdivision improvements are made and the final subdivision approved. As an example, only one lot in the Exhibit "H" Subdivision has been approved for water connection.

The timetable to design and construct improvements for these has not been established. A clearer picture of water development will be available upon completion of the department's water master plan, as noted above.

5. As part of the department's acceleration program, lots were surveyed, staked and described for lease award purposes. The Bay View Subdivision consists of a total of 31 lots, 14 of which were selected as part of the relocation of the Anahola Village Park lessees. The Exhibit "G" & "G-1" Subdivision has a total of 28 lots, 27 of which were selected and leased. Both subdivisions are unimproved. The engineering design contracts for these two areas are being negotiated and the department expects to execute contracts in the next three months. Upon completion and approval of the engineering designs, infrastructure construction is scheduled to start by early 1991.

The construction of the Anahola Residential Lots, Unit III has been completed and the final subdivision approval is being processed by the County of Kauai. Comprised of a total 36 lots, 9 have been leased, leaving 27 improved lots available for selection and award.

- 6. In summary, 45 lots in Exhibit "J," "K," "H," "D," and Portion of "A," are currently awarded and undeveloped, and have development constraints. Since lessees have requested to construct homes, the department considered various alternatives to address this situation including:
  - 1) Status quo Keep leases as awarded and upon completion of water master plan and the engineering design for Exhibit "A", program improvements into the department's long-range CIP plan.
  - 2) Permit lessees to relocate to improved areas.
  - 3) Rescind awards and return applicants to waiting lists in their original rank position.

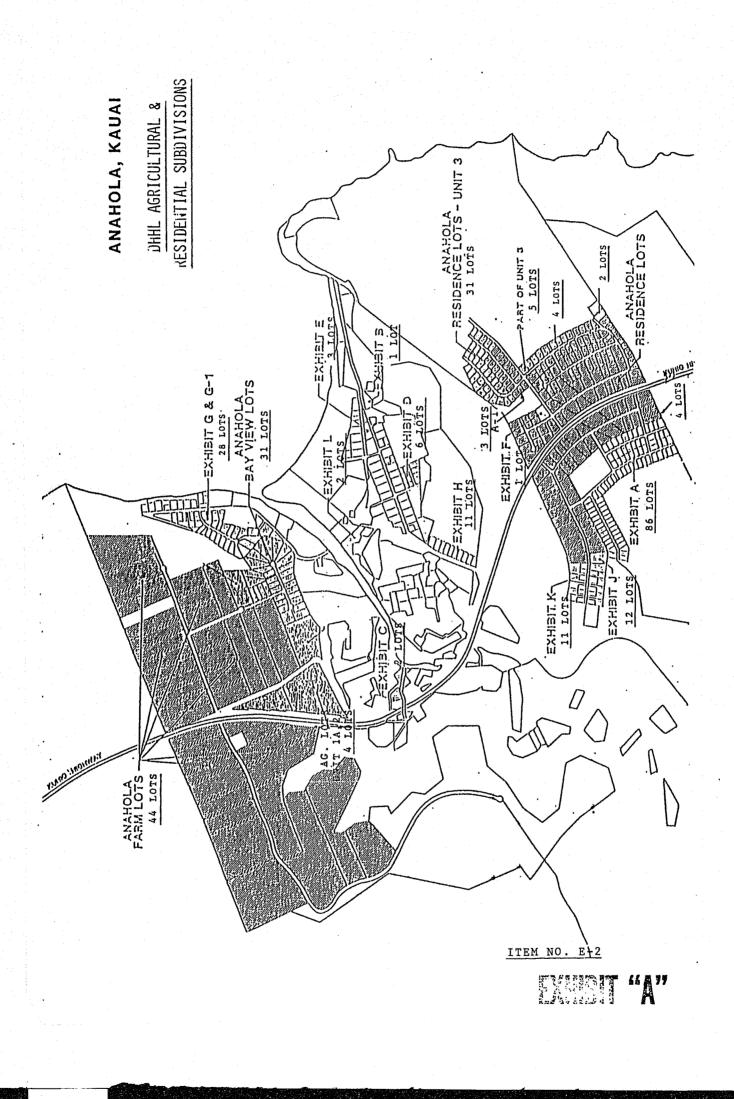
The department believes that the most reasonable action would be to offer these lessees in subdivisions with development constraints specifically Exhibit "J," "K," "H," "D," and Portion of "A" in the 1000' radius zone, according to their original rank at lot selection, an opportunity to relocate to an improved area.

### Recommendation:

1

Offer the lessees with unimproved lots in the areas identified above the opportunity to relocate to the recently completed fully improved Anahola Residential Lots - Unit III.

If this action is approved, Homestead Services Division will initiate communication with the affected lessees and develop the specific administrative process and time frame for relocation. After selection of relocation lots, lease amendments and Hawaiian Homes Commission approval will be required.



8/25/1986	Anahola Residence Lots Increment 4, Series 1, exhibit G & G1 - lot 2  Description  Lot selected by Emily M.K. Costa  Lease signing
7/25/1989	HHC approved "Anahola Acceleration Lots - Relocation of Lessees"
11/20/1991	Approval of lease transfer to Marshall K. Rosa (nephew so he could construct a home and Mrs. Costa to reside with him)
	HSD records Assignment of Lease HSD relocation offering - 3 homes/lots offered to Marshall K. Rosa
6/9/1995	HSD relocation offering - 20 homes/lots offered to Marshall K. Rosa. Letter indicated "Dept will be developing the Hundley Road and G & G1 development" (approx 2 years to complete) but still may relocate.
11/21/1995 4/25/1996 10/30/1996 8/6/1997 4/16/1998	HSD relocation offering - 1 home hsd relocation offering - anahola unit 5 (turnkey & self help) HSD relocation offering - 1 home HSD relocation offering - 1 home HSD relocation offering - 2 homes HSD relocation offering - 2 homes HSD relocation offering - 2 homes & 2 vacant HSD relocation offering - Anahola unit 5 (undivided)
3/8/2006	HSD confirms Marshall Rosa's request to be removed from the relocation list
10/24/2016	HSD-ODO meets with Marshall Rosa to complete transfer request form to transfer this lease to Kimo Aluli. He is to receive Kimo Aluli's Kalamaula Res Lease #6118 and Kalamaula Ag Lease #6127
10/24/2016	HSD-ODO email to HSD-KDO informing them transfer forms to be routed to their office for Mr. Aluli to complete.
11/16/2016	Kimo Aluli executes his portion of the transfer request form
12/29/2016	HSD-KDO letters to Mr. Rosa and Mr. Aluli confirming the verbal explanation that "DHHL is not currently developing" the subdivision and "unable to provide a timeframe on when development would proceed.
1/2/2017	Kimo Aluli executes and accepts the letter
1/3/2017	HSD-KDO transmittal to HSD-ODO with transfer requests for all 3 leases and supporting documents
5/25/2017	HSD-ODO letter to Mr. Rosa confirming receipt of farm plan and other paperwork.
6/28/2017 7/12/2017	HCC transfer approval HSD-ODO transmitted lease transfer documents to Mr. Aluli for signature Assignment of Lease Recorded recorded documents transmitted to Mr. Aluli
12/6/2019	Aluli provided house plans, plot plan, water meter request, water application, water receipt.
12/0/2016	Aluii provided flouse plans, plot plan, water meter request, water application, water receipt.
12/11/2018	LDD (Administrator- N. Sakamoto) issued memo to HSD stating recommendation to either 1) allow LDD time to do final subdivision approval for entire Anahola G/G1; 2) Relocate client
1/9/2019	LDD contacted Esaki. Scope of service to focus on Aluli lease and surrounding lots, not entire G/G1.
1/10/2019	LDD (Administrator- S. Matsunaga) has decided to move forward with the submittal of portion of G/G1.
5/30/2019	LDD inquired with Department of Health (DOH) if there's a process to allow IWS on lots smaller then 10,000 sq ft.
5/30/2019	DOH advised that installation of IWS for lots smaller then 10,000 sq. ft is allowed if subdivided before 1991.
8/7/2019	Real estate records indicate property is 2.56 acres. Record shows septic tank for 4 bedroom on property. TMK 4-4-8-13:016/ 4767 Aliomanu Road
8/14/2019	LDD confirmed and clarified TMK issue. 4-4-4-13:016 is the generic TMK. Kaauwai filed first with generic TMK, so the entire space of 2.565 acres is registered under his name. This is because the final subdivision wasn't filed and recorded.
9/9/2019	LDD provided Aluli the map showing LOT 7 at 10,169 sq. ft. Questioned if he's willing to exchange.
- 1 1	Aluli accepted exchange option to LOT 7.



### DEPARTMENT OF HAWAIIAN HOME LANDS

January 27, 2020

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Stewart Matsunaga, Acting LDD Administrator

SUBJECT: West Oahu Project Updates

### RECOMMENDED MOTION/ACTION

### For information only

### DISCUSSION

See attached Powerpoint presentation.



### HAWAIIAN HOME LANDS

HAWAIIAN HOMES COMMISSION
DEPARTMENT OF HAWAIIAN HOME LANDS

# WEST OAHU PROJECT UPDATES

Land Development Division Item E-3 Workshop January 27-28, 2020



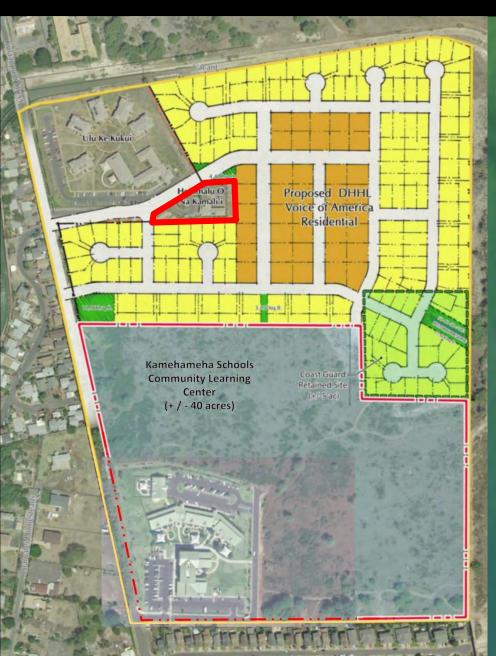
### Ulu Ke Kukui

One offer received in response to Request for Proposals to renovate and manage.

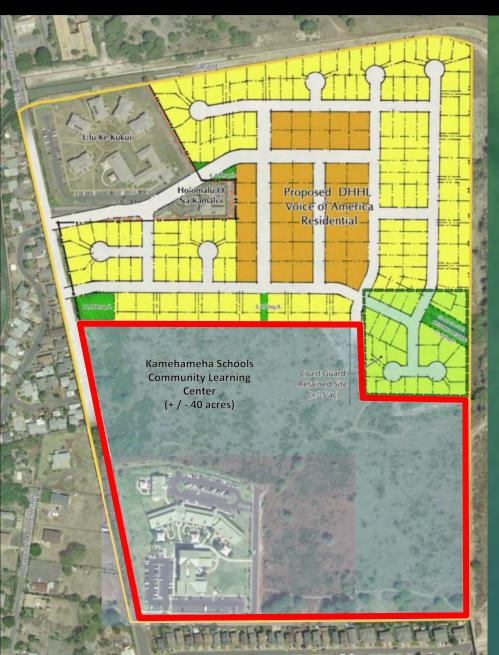
Chair approved recommendation to accept offer.

Negotiating development agreement.

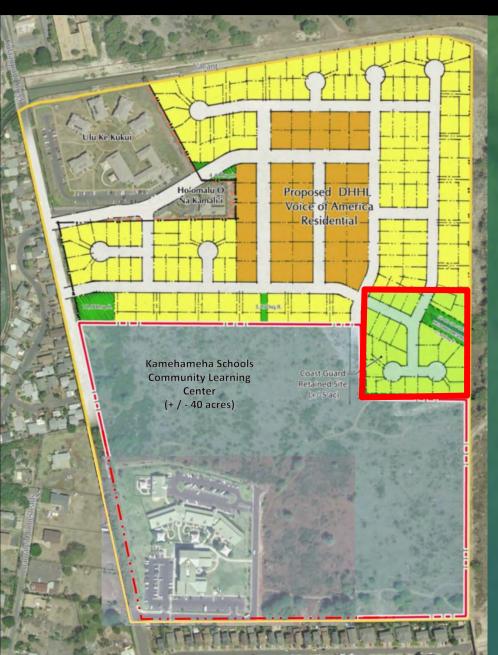
Developer recommended one-year
extension to General Lease to
Hawaii Public Housing Authority.



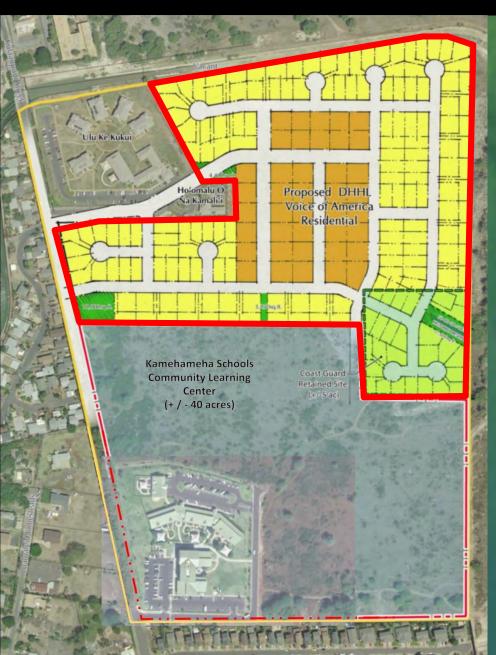
- Ulu Ke Kukui
- Ho'omalu O Nā Kamali'i
  General Lease to Department of
  Human Services expires in 2028



- Ulu Ke Kukui
- Ho'omalu O Nā Kamali'i
- Kamehameha Schools Community Learning Center General Lease issued in 2012 Negotiating land exchange



- Ulu Ke Kukui
- Ho'omalu O Nā Kamali'i
- Kamehameha Schools Community Learning Center
- USCG Clean-up
  - 5-acre site
  - **GSA** preparing conveyance document



- Ulu Ke Kukui
- Ho'omalu O Nā Kamali'i
- Kamehameha Schools Community Learning Center
- USCG Clean-up
- DHHL Residential Community
  Approximately 40 acres

Legislative Appropriations -

\$800,000

Next step: Beneficiary Consultation and Environmental Assessment Approximately 250 units

# NANAKULI DRAINAGE CHANNEL IMPROVEMENTS

### PHASE 1

Scope: Reline channel walls

• Cost: \$1,300,000.00

Schedule: Fall 2020

### **ADDITIONAL PHASES**

Scope: Additional repairs

Cost: \$2.2 Million required

Schedule: Subject to funding



### NANAKULI SECURITY FENCE



- Fence on the east side of the channel from Farrington Hwy to Lepeka Ave.
- 1,000 linear feet of fence
- Cost Estimate:\$125,000
- Schedule: Mid-2020

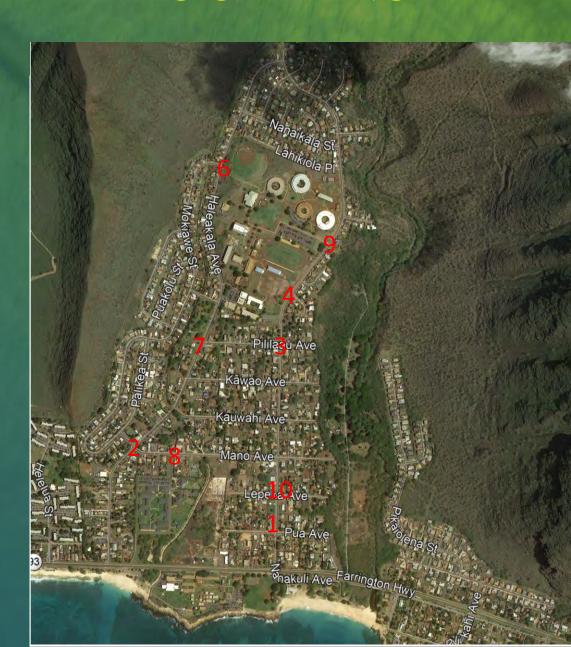
#### NANAKULI TRAFFIC CALMING

**Legislative Appropriation: \$1,000,000** 

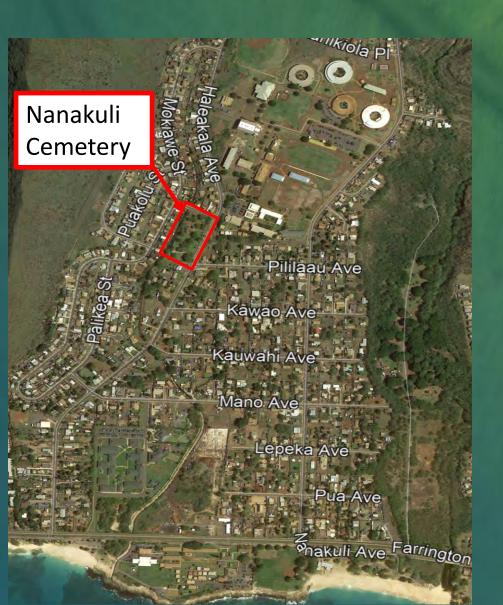
Procure traffic engineering consultant to determine best means of traffic calming, to include speed humps and tables, crosswalk signals, striping and signage.

#### Locations to include, but not limited to:

- 1. Nanakuli Ave & Pua Ave
- 2. Haleakala Ave & Mano Ave
- 3. Nanakuli Ave & Pililaau Ave.
- 4. Nanakuli Ave & Ilimapapa Ave.
- 5. Haleakala Ave. & Opuhe St.
- 6. Haleakala Ave. & Mokiawe St.
- 7. Haleakala Ave. & Pililaau St.
- 8. Mano Ave fronting Nanaikapono Elementary School
- 9. Nanakuli Ave. outside Nanakuli High School
- 10. Nanakuli Ave. & Lepeka Ave.



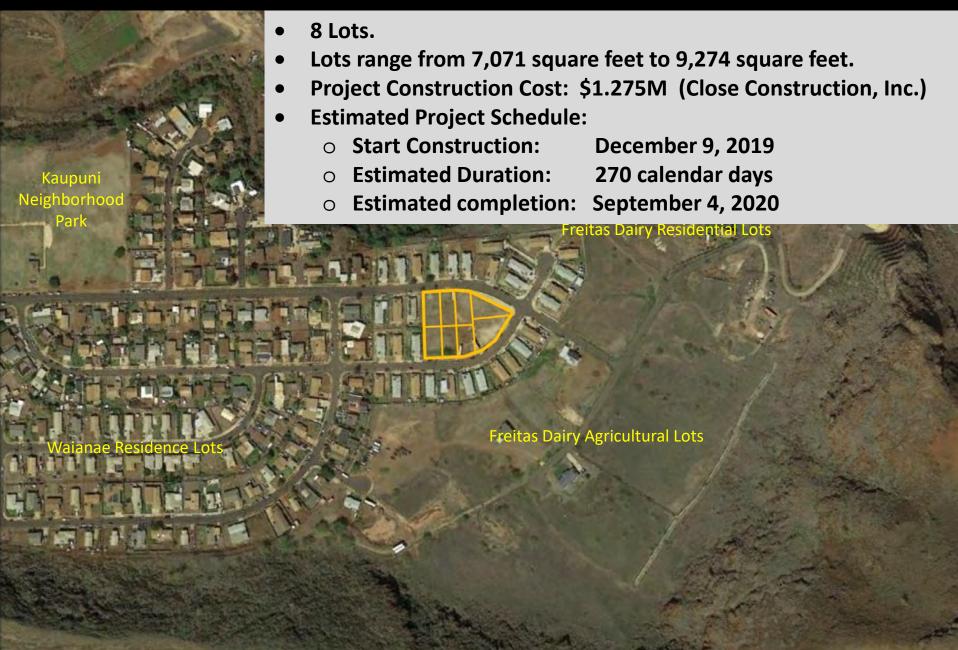
### NANAKULI CEMETERY REPAIRS



#### PROPOSED REPAIRS

- Fencing installation: 1,000 linear feet
- Wall Repair:700 linear feet
- Remove excess excavated soil
- Repair water line

#### Waianae Valley, Increment 4



#### West Oahu Sewer System Assessment

#### **PURPOSE:**

Improve existing sewer collector lines to City and County standards

#### **LOCATIONS:**

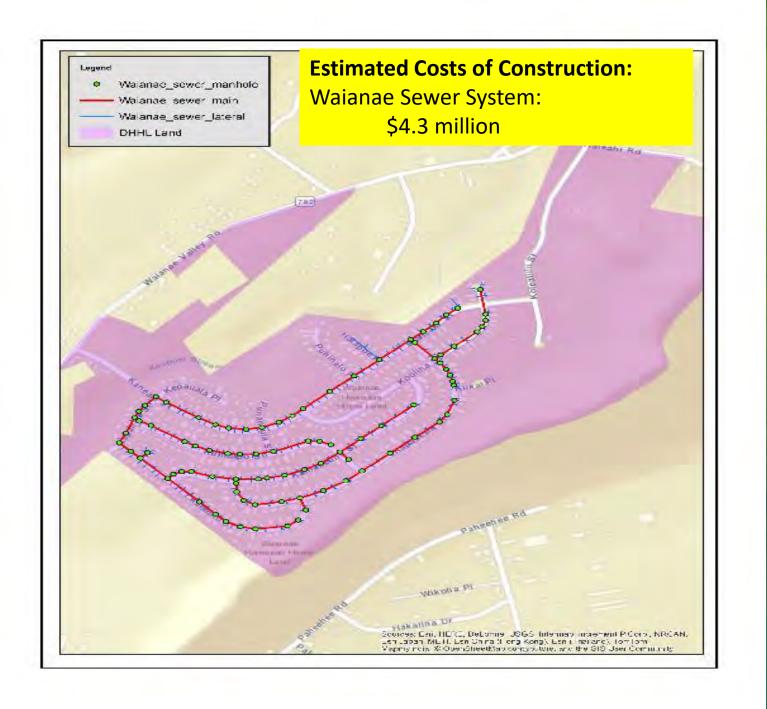
DHHL Sewerlines in Waianae, Princess Kahanu Estates, and Nanakuli.

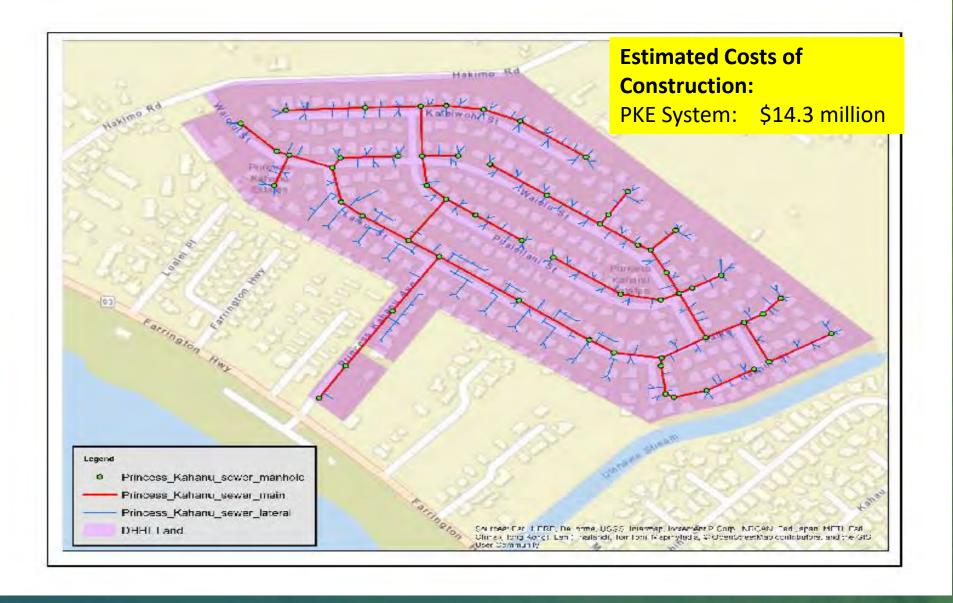
#### **SCOPE OF WORK:**

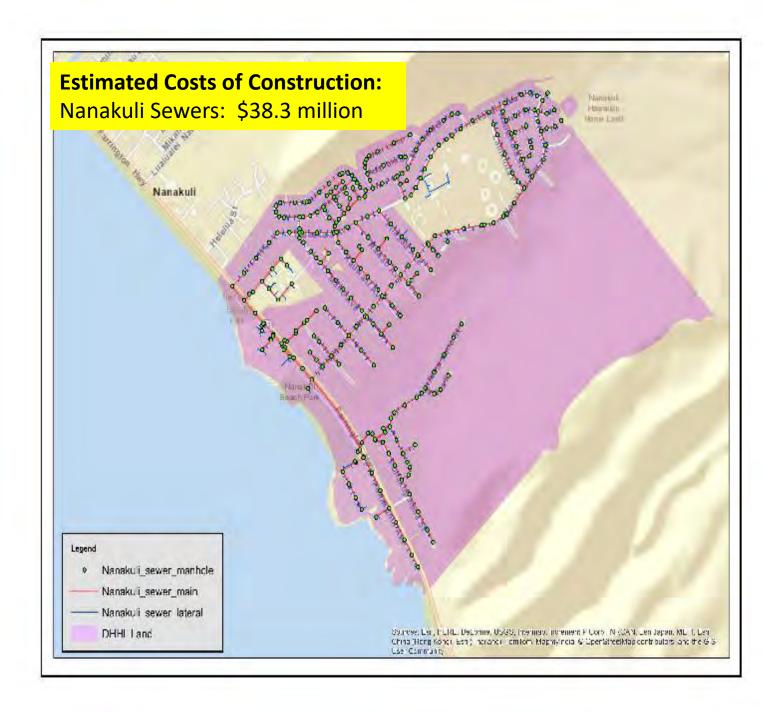
- Replacing sewer lines, manholes and cleanouts
- Locating laterals
- Resurface paving, and performing traffic control.

#### **STATUS:**

- Video-camera inspection, smoke testing and cleanout survey completed.
- Initiate budget request for Design funding in FY 2021.







#### Waianae Coast Emergency Access Road





#### HAWAIIAN HOMES COMMISSION JANUARY 27 & 28, 2020 KAPOLEI, O`AHU

## F – ITEMS LAND MANAGEMENT DIVISION

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 27-28, 2020

To:

Chairman and Members, Hawaiian Homes Commission

From:

Peter "Kahana Albinio, Jr., Acting LMD Administrator

Stewart Matsunaga, Acting LDD Administrato

Subject:

Approval of one-year Lease Extension, General Lease No. 283, Hawaii Public

Housing Authority - Ulu Ke Kukui Transitional Housing Program, Waianae, Oahu,

TMK (1)87010030 (por.)

#### RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approve a one-year lease extension of General Lease No. 283 to the Hawaii Public Housing Authority (HPHA), to allow the selected developer for renovation of the facilities time to complete construction plans, obtain building permits, and secure financing, subject to the following conditions:

- The term shall be extended for an additional one-year period, commencing November 25, 2019 and expiring November 24, 2020;
- All other terms and conditions of General Lease No. 283 shall continue and remain in full force and effect; and
- The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

#### **LOCATION**

Waianae, Oahu identified as portion of Tax Map Key (1) 87010030.

#### AREA

Approximately six acres.

#### DISCUSSION

General Lease No. 283 (Exhibit A) was awarded to the State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency as Lessee, filed in the Office of the Department of Hawaiian Home Lands, and approved by the Hawaiian Homes Commission on August 19, 2008, for a term of ten (10) years commencing on October 16, 2008. The lease term was subsequently amended to commence on November 25, 2008 up to and including November 24, 2018. In accordance with HHC Agenda Item F-2, October 15-16, 2018 (Exhibit B), the lease term was extended one year to November 24, 2019 (Exhibit C). On November 18, 2019, the HHC approved Agenda Item F-3, (Exhibit D), to extend the lease term for two months to January 24, 2020 to allow the department time to complete evaluation of the

offer received in response to the request for proposals for redevelopment and management of the property.

The following are pertinent information on GL No. 283:

General Lessee: State of Hawaii Department of Human Services, Hawaii Public

Housing Authority, a State of Hawaii agency

Location: Waianae, Island of O'ahu

Tax Map Key No.: (1)87010030 (por.)

Land Area: 6.0 Acre

Term: 11 years; 11/25/2008 – 11/24/2019

Annual Rental: Gratis

Character of Use: Transitional housing and community center project

General Lease No. 283 was issued to HPHA for a transitional and affordable housing project in Waianae, Oahu, covering an area of approximately six (6.0) acres, more or less of an 89-acre parcel sometimes referred to as the former Voice of America site. The current lease term, as amended, expires on November 24, 2019, but provides for an extension of the lease period by mutual written agreement.

In August 2019, DHHL issued a Request for Proposals for Redevelopment and Management of Ulu Ke Kukui Multi-family Housing Project (RFP-20-HHL-002). A single proposal was received prior to the September 20, 2019 deadline for submittals. In accordance with section 3-122-59 (a) of the Hawaii Administrative Rules, on November 27, 2019, the Chairman approved staff's recommendation to award to Hawaiian Community Development Board, based on the determinations that: (1) the price submitted is fair and reasonable, (2) Other prospective offerors had reasonable opportunity to respond.

The proposal submitted by Hawaiian Community Development Board included the following condition/exception to RFP-20-HHL-002:

In order to qualify for low-income housing tax credit funding, the original developer agreement or lease must be for a minimum for 30 years, rather than a 20-year development agreement with three 10-year options. The HHFDC process will take about a year before the plans can be finished, financing obtained, building permits obtained, a general contractor given the Notice to Proceed, and construction actually started. We would request that a service contract with Catholic Charities be extended another year so that use of the buildings can continue. It would be advantageous for everyone that the facilities continue to be used and not fall into disrepair or get vandalized. However, a lease or lease option will need to be executed, which gives site control to HCDB to extent required by HHFDC. This funding application will be submitted in February 2020.

#### RECOMMENDATION:

The Land Management Division and Land Development Division respectfully request approval of the motion as stated

### Exhibit "A" Item No. F-1

## STATE OF HAWALLANDS DEPARTMENT OF HAWALLANDS

## GENERAL LEASE NO. 283

THIS INDENTURE OF LEASE, made this follows:

7E LEART TO STATE TO STATE OF THE STATE TO STATE TO STATE TO STATE TO STATE THE STATE STATE OF HAWAITAN HOME LANDS, whose principal place of business is 91-5420 Kapole Parkway, Rapolei, Hawaii 96707, and post office address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter called "LESSOR," and State of Hawaii, Department of Human Services, Hawaii Public Housing Authority, whose mailing address is

hereinafter called "LESSEE."

WITNESSETH

WHEREAS, under section 204(a)(2) of the Hawaiian Homes Commission Act of 1920, as amended ("Act"), and section 10-4-1 of the Hawaiian Administrative Rules, as amended, the Department of Hawaiian Home Lands, as LESSOR, is authorized to dispose of available lands not required for leasing to native Hawaiians under section 207(a) of the Act by lease on the same terms, conditions, restrictions, and uses applicable to the disposition of public lands pursuant to Chapter 171, Hawaii Revised Statutes ("HRS"); and

WHEREAS, the LESSOR has determined that the land described below is not immediately needed for leasing to native Hawaiians;

WHERRAS, pursuant to section 171-95, HRS, the LESSOR may lease lands by direct negociation, and without recourse to public auction, to government agencies for terms up to, but not in excess of 65 years, at such rental and on such other terms and conditions as the Hawaiian Homes Commission ("Commission") may determine; and

WHEREAS, the DESSEE has requested a lease of Hawaiian home lands in Waianae, island of Oahu to construct and operate a transitional housing project and community center, in furtherance of Governor Linda Lingle's emergency proclamation to assist with the current homeless situation on the Leeward coast; and

WHEREAS, the LESSOR has determined that leasing this land to the LESSEE will assist the LESSEE in effectuating its purpose, and be of benefit to the LESSOR'S beneficiaries; and

# After Recordation Return by: Mail (X) Pickup ( ) To:

Kaipo Duncan, Land Agent Land Management Division Department of Hawaiian Home Lands P.O. Box 1879 Honolulu, HI 96805

## STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

GENERAL LEASE NO. 283

регмеер

TO TO TO TO

STATE OF HAWAII

DEPARTMENT OF HAWALIAN HOME LANDS

and

STATE OF HAWAII

HAWALL PUBLIC HOUSING AUTHORITY

Covering

HAWAIIAN HOME LANDS

situate at

Waianae. Hawaii

Tax Map Key No. (1)8-7-10.907 (por!

WHEREAS, the LESSOR has determined that this lease satisfies the requirements of the Act. NOW THEREPORE, in consideration of the terms, covenants and conditions herein contained, all on the part of the LESSEE to be kept, observed and performed, does lease to the LESSEE, and the LESSEE does lease from the LESSOR, the premises located at Waianae, island of Oahu, Hawaii, Tax Map Rey No. (1) 8-7-10:07 (portion), comprising of approximately six (6) acres of Hawaiian Home Lands, shown on the map marked Exhibit "A," attached hereto and made a part hereof("Premises"), and to the following reserved rights:

## (1) Minerals and waters.

- a. All minerals as hereinafter defined, in, on, or under the Premises, and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such minerals by any means whatscever, including strip mining, "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, behmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under any land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock or other material suitable for use and when used in actain its on the demised Premises and not for sale to others.
- b. All surface waters, ground waters, and water systems, appurtenant to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the demised Premises as may be required in the exercise of this right reserved.
- C. As a condition precedent to the exercise by the LESSOR of any rights reserved in this paragraph 1, just compensation shall be paid to the LESSEE for any of the LESSEE's improvements taken which amount is to be determined in the manner set forth in paragraph 3.
- historic remains, including without limitation places, objects or specimens, if any, which may be on the Premises, together with the right at all times to enter the Premises for the purpose of

searching, exploring for and conducting research on objects, antiquities and specimens, of Hawaiian or other ancient art or handicraft or prehistoric, historic or archeological interest, and removing the same for preservation.

- of the Premises for any public purpose (including but not limited to agricultural park development), and also reserves the right to withdraw any portion of the demised Premises for other than public use, which demised Premises shall, at the right to withdrawal, constitute an economic unit, provided, that, the portion not withdrawn shall also be an economic unit. The right to withdraw reserved under this paragraph 3 shall be exercised only after a minimum one (1) years prior written notice is given to the LESSEE. The LESSEE will be entitled to compensation for the premises withdrawn which have been approved by the LESSOR in an amount equal to the proportionate value of the LESSEE's improvements so withdrawn in the proportion that it bears to the unexpired term of the lesses iprovided, that the LESSEE may, in the alternative, remove or relocate its improvements to the remainder of the demised Premises occupied by the LESSEE may, in the alternative, remove or relocate its improvements to the remainder of the demised Premises occupied by the LESSEE.
- TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and apputenances belonging or appertaining to the LESSEE for the terms as defined below, unless the term shall be somer terminated as provided in this lease, the LESSEE yielding and paying therefore all taxes, rates, assessments, and other charges hereunder payable by the LESSEE during the term as provided in the lease, on the following regress and conditions:
- years, commencing on the 16th day of October 2008 up to and including the 15th day of October 2008.

  "Unless sooner relative to the date that ESSOR receives ownership to the subject property. In the event of changes the end date will change accordingly to provide for a period of ten (10) years. Prior to the expiration of this lease, the parties may extend the lease period by mutual written agreement.
- Rent. The rent for the entire term of this lease shall be gratis.
- Use. The LESSEE shall use the Premises for the 80-unit "Villages of Maili" transitional housing and community center project.

- the LESSEE that, upon the LESSEE's observance and performance of the required terms, covenants and conditions contained in this lease, the LESSEE shall and may have, hold, possess and enjoy the Premises for the term of the lease, without hindrance or interruption by the LESSOR or any other person or persons lawfully claiming by, through or under it.
- paid, all charges, duties, rates and, other outgoings of every description, including water, sewer, gas, refuse collection, relocation of utility poles and lines or any other charges, as to which the Premises or any part, or any improvements, or the LESSOR or the LESSER may become liable for during the term, whether assessed to or payable by the LESSOR or the LESSER.
- 6. Issuance and relocation of utility easements. (a) the LESSEE may request an easement for utility purposes or relocation of an existing utility easement, and, if so approved by the LESSOR, the LESSEE shall pay all costs related to the issuance and installation of a new utility easement or relocation of an existing utility easements without the LESSEE. approval, provided that the issuance or relocation the LESSEE. approval, provided that the issuance or relocation the remises. In such event, the LESSOR shall pay for all costs the premises. In such event, the LESSOR shall pay for all costs related to the issuance and installation of a new utility easement or relocation of an existing easement, unless the issuance or relocation is done at the request of a utility company, in which case the utility company shall pay all related costs.
- 7. Sanitation, etc. The LESSEE shall keep the premises and improvements in a strictly clean, sanitary and orderly condition.
- 8. Waste and unlawful, improper or offensive use of premises. The LESSEE shall not strip or commit, suffer or permit to be committed any waste, muisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the LESSOR, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the premises.
- 9. Compliance with laws. The LESSEE shall, if applicable, comply with the requirements of any municipal, state and federal authorities and observe all municipal ordinances and state and federal statutes applicable to the premises.

- 10. Inspection of premises. The LESSEE will permit the LESSOR and its agents, at all reasonable times so as to cause as little interference with the LESSEE's use of the Premises as is reasonably possible, to enter into and upon the Premises to inspect and examine the same and determine the state of repair and condition thereof, including, without limitation, the right to inspect the LESSEE'S records regarding compliance with all applicable rules and regulations.
- 11. Lessor's approval of improvements, The LESSEE shall not at any time during the term construct, place, maintain and install on the Premises any building, structure or improvement of any kind and description except with the prior written consent of the LESSOR and upon those conditions the LESSOR may impose, unless otherwise provided in the lease. The LESSEE may make nonstructural alterations not exceeding Twenty-Five Thousand Dollars (\$25,000.00) in cumulative costs per alteration during the term of this lease without the LESSOR'S consent. The LESSEE shall own these improvements until the expiration or termination pursuant to a breach of the lease, at which time the ownership shall automatically vest in the LESSOR.
- 12. Repairs to improvements. The LESSEE shall, at its own expense, keep, repair and maintain all buildings and other improvements now existing or hereafter constructed or installed on the Premises in good order, condition and repair, reasonable wear and tear excepted.
- assign this lease or any interest, either voluntarily or by operation of law; any unauthorized transfer or assignment shall be null and void; provided that, with the prior written approval of the LESSOR, the assignment and transfer of this lease or any portion thereof may be made if it is to the governmental or corporate successor of the LESSEE
- 14. Subjetting. The LESSEE shall not rent or subjet the whole, or any part of, the Premises except to other non-profit organizations sharing common goals and serving similar functions as the LESSEE, and with the prior written approval of LESSOR.
- If this paragraph is violated, the LESSEE shall relinquish all sublease rents collected from the Premises.
- of this lease, the LESSEE shall peaceably deliver unto the LESSOR possession of the Premises, together with all buildings and other improvements of whatever nature or name, now or hereafter erected or placed upon same, in good order and condition, reasonable wear and tear excepted. Furthermore, should the LESSEE, upon the

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expiration, termination, and/or revocation of this lease, fail to remove any and all of its personal property from the Premises, after notice thereof, the LESSOR may remove any and all personal property from the Premises and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of the LESSEE, and the LESSEE does agree to pay all costs and expenses for the disposal, removal, and/or storage of the personal property.

16. Non-warranty. The LESSOR does not warrant the conditions of the Premises, as the same is leased "as is."

- the LESSEE breach this lease and abandon the premises, this lease shall continue in effect so long as the LESSOR does not terminate the lease or the LESSER's right to possession. The LESSOR may enforce all of its rights and remedies under this lease. Further, the LESSOR need not mitigate its damages in the event the LESSEE abandons the Premises and the LESSEE hereby expressly enjes to make the LESSOR whole in accordance with the terms of this lease.
- 18. Hazerdous Materials Claims. The LESSEE shall immediately advise the LESSOR in writing of:
- discharge, dispersal, release, escape, disposal or threatened pollutants or Hazardous Materials on, under or about the Premises, except such discharge, release or presence done in strict compliance with all applicable Hazardous Materials Laws and used by The LESSEE on the Premises in connection with the uses permitted by this lease.
- mitigation, remediation or other governmental or regulatory actions instituted, contemplated or threatened pursuant to any Hazardous Materials Laws affecting the premises;
- c) Any and all written claims made or threatened by damage, contribution, cost recovery, compensation, loss or Injury resulting from any Hazardous Materials (the matters set forth in clauses (a), (b) and (c) above are hereinafter referred to as "Hazardous Materials Claims"); and
- d) The LESSEE's discovery of any occurrence or condition on the Premises which could subject the LESSEE, LESSOR or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any Hazardous Materials Laws.

that funds are appropriated, allotted or otherwise properly made available for that purpose. The LESSEE shall require the Developer, the Sub-lessee, any other sub-lessees, (except if such sub-lessee is the LESSEE or other State of Hawai's government entities) to be responsible for any loss, damage, cost, expense, lien or liability directly or indirectly arising out of attributable to the use, generation, manufacture, treatment, consultant selected by the LESSEE and approved by the LESSOR, who shall perform all investigations, sampling and tests to the reasonable satisfaction of the LESSOR. The LESSOR shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings or actions intiated in connection with any Hazardous Materials claims. The LESSOR may participate in the investigation either directly or through one or more designated agents, employees, consultants or respect to any liability or potential liability under this Section 25 (Hazardous Materials), the LESSEE shall be responsible for damages and injury to the extent that the LESSEE's liability for such damage or injury has been determined by a court or otherwise agreed to by the LESSEE. The LESSEE shall pay for such damage or injury to the extent permitted by law and, provided With handling, refining, production, processing, storage, release, threatened release, discharge, disposal or presence of Hazardous LESSEE, Developer, and/or Sub-lessee, including withour limitation the costs of any required or necessary repair, cleanup Materials, on, under or about the Premises by or through the and, if appropriate, remediated by an environmental and shall have access to all information, raw data, or detoxification of the Premises, and the preparation an implementation of any closure, remedial or other required plans. contractors, and shall have access to all information, raw opinions and test results generated by the investigation. pe shall Claims Material Hazardous

19. Dispute Resolution. Except as otherwise expressly provided in this Lease, all disputes between the LESSOR and the LESSEE under this lease shall be subject to the provisions of C7 Methis paragraph ## 19.

any dispute under this lease shall deliver to the other a written notice of the dispute, which notice shall provide a detailed explanation of the alleged dispute or matter for resolution ("Dispute Notice"). Pollowing the delivery and receipt of the Dispute Motice, the parties shall attempt, in good faith, to resolve such dispute.

b) Submission to the Commission Chairman and Chairman of the HPHA Board of Directors, If, after the fifteenth (15<sup>th</sup>) calendar day following the delivery of the Dispute Notice, the parties have not been able to resolve the dispute which is the

subject of the Dispute Notice, either party may request, in writing, a meeting between the Commission Chairman and the Chairman of the HPHA Board of Directors ("HPHA Chairman"). Within 48 hours following the receipt of said request, the parties shall schedule a meeting between the Commission Chairman take place as soon as practicable, but not later than 30 days and the HPHA Chairman, or their designees, which meeting shall following the request for such meeting,

- and the LESSEE shall present their opinions with respect to the subject matter of the disputes and the cause of the said dispute for resolution to the Commission Chairman and the HPHA Chairman (or their designees) and respond to questions.
- (2) Decision. The Commission Chairman and the HPMA Chairman (or their designees) shall thereupon render a decision with regard to the dispute.
- Commission Chairman and the HPHA Chairman, or their designees, fail agree, the matter will be submitted to the Governor i resolution.
- dispute in the manner set forth in this paragraph 19 shall be boinding on the LESSOR and the LESSES. The decision of the Governor shall constitute a final determination of the matter, and shall not be appealable or otherwise subject to court challenge.
- 20, Hawaii Law. This lease shall be construed. interpreted, and governed by the laws of the State of Hawaii.
- All exhibits Exhibits - Incorporation in Lease, All exhibits to are attached to this lease and are deemed incorporated by reference. referred
- or condition of this lease should be held to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 23. Special Conditions. Upon termination of the lease, all on-site building improvements shall revert to the LESSOR, free and clear of all liens and defects.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above IN WITNESS WHEREOF,

State of Hawaii DEPARTMENT OF PAMAIIAN HOME LANDS BV

Micah A. Kane, Chairman Hawailan Homes Commission

LESSOR

APPROVED BY THE HAMALIAN HOMES COMMISSION

AT ITS AUGUST 19, 2008 MEETING

APPRINCIP AS THE FORM:

General Deputy Attorney State of Hawaii

DEPARTMENT OF HUMAN SERVICES HAWAII PUBLIC HOUSING AUTHORITY State of Hawaii

Law Sinker BV LESSEE

General Deputy Actorney State of Hawaii

TO PORM:

APPROVED AS March

CITY AND COUNTY OF HONOLULU ) STATE OF HAWAII

On this 18th day of November, 2008, before me appeared MICAH A. KANE, to me personally known, who, being by me duly and acknowledged to me that he executed the same freely and sworn, did say that he is the Chairman of the Hawaiian Homes Commission and the person who executed the foregoing instrument voluntarily for the use and purposes therein set forth.



4 W/ 1/11/-

Print Name of Notary Public ABIGAIL L. TUBERA

My commission expires:\_

First Circuit # Pages: Notary Name: Abigail L. Tubera 11/11/08 Doc. Description: Doc. Date:

Notary Signature

Notary Public, State of Hawaii

Souther Uller

the Hawaii Public Housing Authority and signed on behalf of the corporation by authority of its Board of Directors, and the officer acknowledged the instrument to be the free act

and deed of the corporation.

On this 18th day of December, 2008 before me appeared Chad K. Taniguchi to me personally known, who being by me duly sworn, did say that he is the Executive Director of

SS -

CITY AND COUNTY OF HONOLULU

STATE OF HAWAII

My commission expires: (7/24/12 Notary Public, State of Hawaii Michelle Y. Kinn

> No. 08-347 NOTARY

Michelle Y. Kim Frages: 12 NOTARY CERTIFICATION Notary Signature My Commission Expires:

11

Hawaiian Homes Commission Minutes - August 19, 2008 Hilo, Hawai i

i D

ITEM NO: D-1 SUBJECT: Issuance of General Lease, Hawai'i Public Housing Authority, Walanae, O'ahu

MOTION/ACTION

Moved by S. Hanchett, seconded by P. Artales, Motlon carried unanimously

Issuance of License Agreement, County of Hawai'l Fire Department, Humu'ula, Hawai'l SUBJECT:

MOTION/ACTION

carried Motion Morikawa. E. Ag Kamaka, seconded W Moved by

ITEM NO: SUBJECT:

Inc., D-3 Issuance of License Agreement, Pacific LightNet, Humu'ula, Hawaii MOTION/ACTION

Motion carried T. Morikawa. Kamaka, seconded by Moved by M. unanimously.

SUBJECT:

D-4 Issuance of License Agreement, Moloka'i Community Service Council, Kalama'ula, Moloka'i

MOTION/ACTION

Motion carried Morikawa. H Tancayo, seconded by Moved by H. unanimously.

D-5 Issuance of Right-of-Entry Permit, University of Hawai'i At Manoa, Humu'ula, Hawai'i ITEM NO: SUBJECT:

MOTION/ACTION

Motion carried Hanchett. Ü seconded by Kamaka, Moved by M. unanimously.

## STATE OF HAWAII

## DEPARTMENT OF HAWAIIAN HOME LANDS

August 19, 2008

To: Chairman and Members, Hawailan Homes Commission

From: Linda Chinn, Administrator

Subject: Issuance of General Lease, Hawaii Public Housing Authority, Waianae, Oahu

## RECOMMENDED MOTION/ACTION

That the Haweiian Homes Commission (HHC) grant its approval to the issuance of a ten (10) year general lease (GL) to the Hawaii Public Housing Authority (HPHA) for the Villages of Maili transitional and affordable housing project in Waianae. Oahu. The project shall include a separate functioning multi use mix of transitional housing, and community center to be constructed on six (6) acres of an 89-acre parcel identified as the former Voice of America site and situate at Waianae, Oahu, Tax Map Key no. (1) 8-7-10:007 (POr) (See Exhibit "A");

The issuance of the GL shall subject to the following conditions:

- The term of the general lease shall commence upon the completion of the conveyance of the subject parcel from the State Department of Land and Natural Resources (DLNR) thru the United States General Services Administration (GSA) to DHHL;
- The leased area is approximately 6 acres and shall be subject to a land survey and metes and bounds description of the parcel;
- The initial term of the general lease shall be for ten (10)
  years. DHHL will evaluate and review the lease agreement
  with HPHA and determine if an extension is needed;
- 1. The annual rental for the general lease shall be gratis.

ITEM NO. D-1

- The Department of the Attorney General shall review and approve the terms and conditions of the general lease document; and
- The Chairman of the Hawaiian Homes Commission may set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

### DISCUSSION

The Hawaii Public Housing Authority (HPHA) requests that they be issued a ten-(10) year general lease (GL) to plan, construct, and manage the "Villages of Maili", an 80 unit transitional housing project and community center for those who have graduated from the Leeward Coast shelters. This facility is primarily for native Hawaiian homeless families that are currently housed in the Leeward Coast Shelters. With all the other transitional housing facilities being developed on the Leeward Coast, it is possible that the facility will have served its purpose by the end of ten years. DHHL will evaluate and review if the lease needs to be extended at the end of the lease

The 89-acre parcel, known as the Voice of America site, is in the process of being transferred to the DHML under a three-way land exchange agreement with the Department of Land and Natural Resources (DLNR) and the United States General Services Administration (GSA). The transfer is anticipated to be completed in September 2008. This project is being developed on a 6-acre portion of this parcel.

In addition to the state \$2.5M for the construction of the learning center, and Office of Hawaiian Affairs will contribute funds for the programs and The Villages of Maili is part of Governor Lingle's a separate multi use mix of 80 transitional housing units, and a learning Kamehameha Schools is contributing Children Center and Alu Like have agreed to participate with the current homeless The project shall consist of services for the adults and children. Both Queen Lilinokalani their current programs and services offered on the Leeward The site will be managed under a contract with Catholic center that will house a pre-school, a emergency proclamation to assist with center, and a kitchen/dining area. predicament on the Leeward coast. funding for the construction, Charities. Community coast.

Due to time constrain, the GSA has granted DINK/DHH, a right-of-entry agreement to start site preparation and

ITEM NO. D-I

construction work. The project is anticipated to be completed by September 2008.

project is under construction and is set to be completed by the for children that are separated from their parents and need to State its service provider end of calendar year 2008. DHHL will have to negotiate another lease agreement with DHS and present it to the Hawaiian Homes housing and This facility is a receiving home facility In the 6-acre parcel, there will be a 15-bed facility home matched, and housed for up to 45 days. Family Programs, will operate this facility, transitional Department of Human Services (DHS), or is separate from the 80-unit Commission for approval. community center. assessed, Foster Lhat

Staff is recommending that rent be gratis due to the social benefits that this project will bring to the Leeward coast and statistic has supported that most of the families being helped in this transitional project are Hawaiians or part Hawaiians.

It is also agreed that at the end of the lease term, all building improvements on site will be reverted to DHHL free and clear. At the end of 10 years, the department will have a development with 80 housing units for its housing program.

### AUTHORIZATION

Section 171-95, titled Disposition to government, government, allows the department to lease to government agencies without public auction for terms up to, but not in excess of, 65 years at such rental and on such other terms and conditions as the commission may determine.

At this time, based on the department's current needs and priorities for homesteading, the site will not be required for immediate homesteading purposes.

### RECOMMENDATION

Land Management Division requests approval of the motion as stated,

TYPE OF SUBLECT PROPRESTY AND STATE OF SUBLECT PROPRESTY AND S

ITEM NO. D-1

Item No. D-I

Mail (X) Pickup ( ) To: After Recordation Return by:

Department of Hawaiian Home Lands P.O. Box 1879 Kaipo Duncan, Land Agent Land Management Division Honolulu, HI 96805

## DEPARTMENT OF HAWAIIAN HOME LANDS STATE OF HAWAII

AMENDMENT TO GENERAL LEASE NO. 283

between

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

and

STATE OF HAWAII

HAWAII PUBLIC HOUSING AUTHORITY

covering

HAWAIIAN HOME LANDS

Waianae, Hawaii situate at

Tax Map Key No. (1)8-7-10:007 (por)

314727 1.doc

## DEPARTMENT OF HAWAIIAN HOME LANDS STATE OF HAWALL

## AMENDMENT TO GENERAL LEASE NO. 283

of Hawaii, by its DEPARTMENT OF HAWAITAN HOME LANDS, whose principal place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, and post office address is P. O. Box 1879, Hawaii, Department of Human Services, Hawaii Public Housing Authority, a public body and body corporate and politic of the State of Hawaii, whose mailing address is 1002 North School Street, Honolulu, Hawaii 96817, hereinafter called "LESSEEE". LEASE NO. TO GENERAL 1874 AMENDMENT

## WITNESSETH

Lease No. 283 on December

to lease, demise and rent unto the LESSEE a certain parcel of
land described in the General Lease (the "property") for the
terms, conditions and use contained therein; and WHEREAS, the LESSOR and the LESSEE entered into General

WHEREAS, the LESSOR entered into Ground Lease No. 001 with the United States of America, acting by and through the General Services Administration ("GSA"), on November 25, 2008 (the "Ground Lease"); and WHEREAS, the Ground Lease leases, rents and demises unto the LESSOR exclusive use and possession of the property described in the Ground Lease until such time that title to the property is conveyed to the LESSOR; and

the WHEREAS, the LESSOR and the LESSEE desire to amend commencement date of the General Lease to coincide with commencement date of the Ground Lease; and

WHEREAS, the LESSOR and the LESSEE agree that the terms and conditions of the Ground Lease shall apply to the General Lease until such time that title to the property is conveyed to the

and the LESSEE hereby amend LESSOR NOW THEREFORE, the LESSOR General Lease No. 283 as follows: 1. Term. The term of General Lease No. 283 shall be for ten (10) years, commencing on the  $25^{th}$  day of November, 2008, up to and including the  $24^{th}$  day of November, 2018, unless sconer

Amendment General Lease 283, V-Maill (Final) DOC

Lerminated as hereinafter provided. The LBSSOR and the LBSSER may extend the General Lease No. 283 by mutual written agreement prior to expiration of its term; and

- 2. Obligations Assumed. Lessee acknowledges that Lessor property from the United States of America and currently occupies the property shall be subject to the Ground Lease. Lessee's occupancy of the Comply with all terms and conditions of said Ground Lease shall 001, which terms and conditions are incorporated herein as if tilly stated, In the event of any conflict with the terms of the this Lease Amendment, the General Lease, and the Ground Lease, the latter shall control.
- 3. Ground Lease. A true and correct copy of Ground Lease No. 001 is attached hereto and incorporated by reference herein as Exhibit "B" to General Lease No. 283.
  - 4. Except as specifically amended herein, all of the terms, covenants and conditions contained in General Lease No. 283 are continued and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written

State of Hawaii DEPARIMENT OF HAWAIIAN HOME LANDS By Micah A. Kane, Chairman Hawaiian Homes Commission

LESSOR

Deputy Attorney General State of Hawaii

PORM:

APPROVED AS

APPROVED AS TO FORM:

State of Hawaii Deputy Attorne

Amendment General Lease 283.V-Maili (Final), DOC

HAWALI PUBLIC HOUSING AUTHORITY DEPARTMENT OF HUMAN SERVICES State of Hawaii

Executive Director Chad K. Taniguchi

LESSEE

STATE OF HAWAIT

CITY AND COUNTY OF HONOLULU

, 2008, before me on this 23rd day of JANNRY

Commission and to be the person described in and who executed the duly sworn, did say that he is the Chairman of the Hawaiian Homes personally appeared Micah A. Kane, to me known, who, being by me foregoing instrument and acknowledged that he executed the same as his free act and deed of s.



## May Muhuz

Print Name of Notary)

## DEBRA K. KIKUTA

Notary Public, State of Hawaii

My Commission expires: 3,10,3010

Doc. Description: RPNER-AIMEN-Notary Name: Debra K. Kikuta COLUMNI LOME NO. 253 Doc. Date:

1-23.2009

First Circuit \* Pages: 22

1-23-309 MANNIMA

Amendment General Lease 203.V-Mall1 (Final), DOC

STATE OF HAWALL CITY AND COUNTY OF HONOLULU

On this 18<sup>th</sup> day of December, 2008 before me appeared Chad K. Taniguchi to me personally known, who being by me duly sworn, did say that he is the Executive Director of the Hawaii Public Housing Authority and signed on behalf of the corporation by authority of its Board of Directors, and the officer acknowledged the instrument to be the free act and deed of the corporation.



Notary Public, State of Hawaii My commission expires: (124/12.



# REAL ESTATE GROUND LEASE FOR FORMER VOICE OF AMERICA TRANSMITTER SITE

Maili, Oahu, Hawaii

(Approximately 84.417 Acres)

Lease No. 001

United States of America, Acting By and Through the General Services Administration, as Lessor

and

State of Hawaii Department of Hawaiian Home Lands, as Lessee

Dated: November 35, 2008

EXHIBIT "B"

## REAL ESTATE GROUND LEASE

À.

THIS REAL ESTATE GROUND LEASE (this "Lease"), made as of this day of November, 2008, by and between the United States of America, acting by and through the General Services Administration, as lessor (the "Government" or "GSA"), and the State of Hawaii Department of Hawaiian Home Lands, as lessee (the "Lessee") (the Government and the Lassee are sometimes referred to herein collectively as the "Parties" and each separately as a "Party").

For the consideration set forth below and subject to the terms, conditions, covenants and agreements set forth in this Lease, the Parties agree as follows:

- 1. Demise. Government does hereby lease, rent and demise to Lessee for Lessee's exclusive use and possession, and Lessee does hereby accept and rent from Government, the land more particularly described in Exhibit A (the "Premises"), together with each and all of the appurtenances, rights, privileges and easements belonging to or in any way appertaining to the Land, subject to any existing encumbrances (whether or not of record) and the terms, reservations, conditions and restrictions described in this Lease.
- 2. Term. The term of this Lease (the "Term") shall be for a period of four months, commencing on November 25, 2008 (the "Commencement Date") and ending on "Market 25, 2008 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Lease. Thereafter, the Expiration Date shall be extended automatically month to month, subject to termination by either party upon at least 30 days written notice, but not for longer than twelve months from the Commencement Date.
- Consideration. Lessee's agreement to pay rent in advance for each month on the first business day of the month in the amount of \$1,044.00. The rent shall be mailed to the attention of Ken Paulson at GSA, Property Disposal Division, 450 Golden Gate Avenue 9PR, San Francisco, CA 94102.
- 4. Permitted Use. Lessee shall have the right to use the Premises to conduct planning and consultation activities to determine the suitability of the Premises for future construction, including home construction. Lessee's activities may further include engineering and environmental studies, topographic surveys, geotechnical and archeological studies together with related activities. The scope of permitted activities under this Lease shall also include construction activities necessary to further DHHL's programs consistent with Public Law 101-136, and occupancy of the structures for Lessee s programs. Lessee may implement its programs through the Hawaii Public Operator'). Lessee may make such contractual, sublease or licensing arrangements with Shelter Operator as Lessee may find necessary or convenient for the implementation of Lessee's programs, provided that Government shall not have any responsibility or liability to Shelter Operator or any other occupant of the Premises and

Lessee shall remain responsible for all of it's obligations under this lease.

- Waiver of Claims. Lessee waives any claim against the United States of America arising from or related to any improvements or changes to the Premises pursuant to paragraph 4 above, even if the Premises for whatever reason are not conveyed to Lessee. Lessee is responsible for all costs, fees, and other related charges arising from or related to its use of the Premises.
- 6. Payment and Performance Bonds. Lessee shall require that its construction contractor obtain payment and performance bonds covering the full amount of any construction or related contract. Lessee is responsible for ensuring that all workers, laborers, suppliers, consultants, contractors and subcontractors are paid. Lessee further is responsible for ensuring that workers and laborers are paid wages and benefits consistent with state and federal laws and regulations. The State of Hawaii, on behalf of DHHL, hereby agrees to indemnify and defend the United States of America from any and all demands, actions, claims and liens from any and all individuals, businesses and entities arising from or related to any activity or work on, under, over, or for the benefit of the Premises or in any manner connected with this lease, as it may be amended.
- 7. Delivery of Bonds and Insurance Certificates. At least 5 business days prior to commencing any work authorized under the Lease, as amended, Lessee shall provide GSA with copies of payment and performance bonds together with any required insurance policies.
- Condition of the Premises. The Premises are provided "as is" without any kind of warranty or representation as to the quality, condition or suitability of the property or the availability of utilities.

## 9. Maintenance.

- a. Lessee is fully responsible for maintaining the Premises, in a decent, safe, and sanitary manner, free of debris, excess vegetation and hazards, or conditions that would cause injury or harm to persons or property. Any and all allerations to the Premises must first be approved in writing by the GSA Director of Property Disposal or his or her authorized designee. Lessee shall remove and property dispose of debris on the Premises, including without limitation debris described in Exhibit C; provided, however, that Lessee's liability for removal of debris shall be limited to the extent that funds have been authorized and appropriated by the Legislature. The debris in Exhibit C shall be removed within 60 days of the signing of the lesse.
- b. The property described in Exhibit B to this Lease is referred to herein as the "Excluded Parcel." The portion of the Excluded Parcel which is described in Exhibit D to this Lease is referred to herein as the "Contaminated Site." Lessee shall be responsible for securing the Contaminated Site from intrusion by unauthorized

persons. Lessee shall be responsible for maintaining that portion of the Excluded Parcel outside of the Contaminated Site in a safe condition.

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- 10. **Drilling or Invasive Exploration**. Lessee may conduct geophysical investigation to ensure underground utility clearance before drilling holes or performing invasive exploration in order to avoid damage to pipes, lines, or other underground utilities, facilities or structures. Prior to commencing any activity, Lessee shall fax notice of the intended activity to the GSA Property Disposal Division at least three (3) business days prior to the proposed start date.
- necessary for environmental investigations and shall restore the demised Premises to the same condition that it was found at the beginning of the term of the Lease and in a condition acceptable to the GSA Property Disposal Division. This includes, but is not limited to, the removal of any structure, debris, trash, or hazards, and the filling of holes or divots in the ground, or the correction of conditions that would cause harm to persons or property. The Premises shall be completely restored on or before the last day of the term of the Lease, at Lessee's own cost.
- disposing of Hazardous Materials. The Lessee is prohibited from storing, using, or disposing of Hazardous Materials or Substances, as that term is most liberally defined under applicable law, on the Site, in the event hazardous materials are uncovered through any work that Lessee performs or causes to be performed on the Premises, the Lessee immediately shall secure the area and notify GSA. With respect to any Hazardous Materials inspection and investigation work, Lessee shall ensure that all such workers are equipped, supervised and trained for such work in accordance with all applicable laws and regulations. Moreover, Lessee shall ensure that soil samples taken for analysis are handled, transported, and disposed of in accordance with applicable
- 13. Liability. Lessee shall be liable, subject to the applicable provisions of Chapter 661, Hawaii Revised Statutes (Actions By and Against the State) and Chapter 662, Hawaii Revised Statutes (State Tort Liability Act), for all claims and demands for property damage, loss, personal injury or death on the premise and during permitted activity caused by the negligent or wrongful act omission of any officer or employee of the State while acting within the scope of the office of employment, or persons acting for the State in an official capacity, temporarily, whether with or without compensation.
- 14. Insurance. Lessee as a public entity does not purchase insurance and hereby agrees to cover all of its obligations created by virtue of this Lease through self-insurance. During the term of the Lease, the Lessee shall require that any of its contractors that it permits to access the site (including without limitation Shelter Operator) shall maintain policies for comprehensive general public liability insurance and automobile insurance, in amounts reasonably acceptable to GSA. The United States of America shall be named as an additional insurance, with a copy of the policy provided to GSA. Said policies shall cover the Premises and all of the operations and activities to be conducted on the Premises.

- 15. Government May Enter the Premises. The United States of America reserves the right for its employees, agents, and contractors to enter the Premises at any time to inspect for compliance with the terms of this Lease, to perform testing and other inspections, to conduct environmental remediation, to gain pedestrian and vehicular access to Government property not included in the demised Premises or in any emergency situation.
- 16. Assignment and Subletting. Lessee shall not assign this Lease nor shall Lessee sublet the Premises, except as specifically allowed by Paragraph 4 above. Any such action shall cause the Lease to immediately terminate.
- 17. Compliance with Laws. Lessee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including construction codes, pertaining to its activities on or connected with the Premises. In addition, Lessee shall obtain any appropriate permits from the city, county, or other applicable authority prior to using the demised Premises. This paragraph is subject to and shall be consistent with Proclamations issued by the Governor of the State of Hawaii waiving certain State and local laws and/or provisions to address homeless issues on the Leeward Coast of Oahu.

## 18. Points of Contact.

Ken Paulson
Realty Specialist
Property Disposal Division (9PRD)
General Services Administration
450 Golden Gate Ave., 4th Floor East
San Francisco, CA 94102-3434
Phone: (415) 522-3432
Fax: (415) 522-3213

Clark Van Epps
Director
Real Property Disposal Division (9PR)
U.S. General Services Administration
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102
Telephone: (415) 522-3420
Fax: (415) 522-3213

- 19. Compliance. Any use made of the demised Premises, and any construction, maintenance, repair, or other work performed thereon by Lessee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to GSA.
- 20. Structures. The Lessee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

- 21. Damage. Except as may be otherwise specifically provided in this Lease, no United States property shall be destroyed, displaced or damaged by the Lessee in the exercise of the privilege granted by this Lease without the prior written consent of GSA and the express agreement of the Lessee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.
- 22. Expense. Any cost or expense connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this lease shall be assumed and discharged by Lessee.
- Attempted Variations. There shall be no variation or departure from the terms of this Lease without prior written consent of GSA.
- 24. Nondiscrimination. The Lessee agrees that no person will be discriminated against in connection with the use made by the Lessee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the Lessee in that any activity, program or use made of the property by the Lessee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252, 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The Lessee will obtain from each person or firm, who through contractual or other arrangements with the Lessee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the Lessee by law and will furnish a copy of such agreement to the licensor.

The breach by the Lessee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the Lease.

- Liens. Lessee shall keep the Premises at all times free and clear of all liens, charges and encumbrances of every nature. Lessee will indemnify Government from all losses, costs and expenses with respect to any such liens, charges and encumbrances, unless they:
- a. are created by Government or persons claiming by, through or under Government;
- b. are liens being contested in a manner provided below in this Section. Lessee shall have the right to contest any lien, charge or encumbrance which only attaches to the Lessee's interest in the Premises without posting a bond to discharge such lien (unless so required by applicable law) so long as Lessee is able to satisfy Government that Lessee has the financial ability to satisfy the claim. If Government is not satisfied with Lessee's financial ability, then Government may require that Lessee post a bond to discharge the lien as a condition for contesting the same in any judicial proceedings.

26. Non-Interference with Government Operations. Lessee shall not conduct activities or operations on the Premises or make any alterations or modifications to the Premises that would interfere with or otherwise restrict operations and environmental investigations and cleanup actions (including monitoring and inspections) by the Government, the EPA, the State of Hawaii, Department of Health, or their contractors. However, Government and Lessee agree to coordinate to minimize potential conflicts between necessary remediation of environmental contamination, including investigation and cleanup actions, and Lessee's use of the Premises.

## 27. Default and Termination.

a. <u>Lessee Event of Default.</u> Lessee's failure to comply with any provision of this Lease for any reason other than as a result of a default by the Government under this Lease, where such failure is not cured by Lessee within: (a) ten (10) calendar days as to any monetary default, and (b) within thirty (30) calendar days after delivery of written Notice thereof by the Government to the Lessee with respect to any non-monetary default, shall constitute a "Lessee Event of Default" hereunder.

### Remedies,

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- Generally. If any Lessee Event of Default occurs, the Government shall have all rights and remedies provided by law or this Lease. Enforcement of any of Government's rights or remedies shall not be deemed a waiver or any other of its rights or remedies.
- ii. <u>Termination of Lease.</u> If any Lessee Event of Default shall occur, Government may in any such case at once re-enter the Premises, and upon or without such entry, at its option, terminate this Lease without service of notice of legal process, and may expel and remove Lessee and all persons claiming under Lessee and their effects from the Premises without being deemed guilty of any trespass or becoming liable for any loss or damage occasioned thereby, and may bring an action for summary possession of the Premises, all without prejudice to any other remedy or right of action which Government may have for sums due but unpaid or for any preceding or other breach of contract.
- c. Government's Damages, Costs and Expenses. In addition to the foregoing remedies for breach of this Lease, Government shall have the right to recover from Lessee all damages, loss, costs, expenses and fees that may be suffered by Government as a result of Lessee's breach of this Lease, including reasonable attorneys' fees. Without limiting the foregoing, if Government elects to terminate this Lease, Government shall be entitled to recover and Lessee shall pay to Government:

  (a) the costs incurred in reacquiring possession of the Premises; (b) the costs incurred in performing any obligation on the part of Lessee to be performed hereunder; and (c) an amount equal to the aggregate of the cost to perform maintenance obligations and charges assumed hereunder that were to be performed or paid by Lessee during the Term of this Lesse that have not been so performed or paid. All of the aforesaid costs, expenses and amounts shall be deemed due and payable at the time when such

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obligations and charges would have accrued or become due and payable under this Lease, together with legal interest thereon until paid (subject to any applicable limitations on the maximum amount of interest which may be collected upon an obligation.)

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d. No Walver. No failure by either Party to insist upon the strict performance of any covenant, agreement, term or condition of this Lease on the part of the other Party to be performed, or to exercise any permitted right or remedy consequent upon a default therein, and no acceptance of partial performance during the continuance of any such default shall constitute a waiver by the non-defaulting Party of agreement, term or condition of this Lease to be performed or complied with by either Party, and no default therein, shall be waived, altered, modified or terminated except by written instrument executed by the non-defaulting Party. No waiver of any default shall otherwise affect or alter this Lease, and each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default therein.

### Taxes.

- as the same become due and payable, all taxes, assessments and similar charges which, at any time during the Term of this Lease, may be imposed upon the Premises or upon Lessee with respect to the Premises.
- at its own cost and expense to seek to contest or have reviewed, reduced, equalized, or abated any assessment related to taxes payable by the Lessee. Upon the termination of such proceedings, the Lessee shall pay the amount of such taxes or part thereof as finally determined in such proceedings, together with any costs, fees (including attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith. If at any time payment of the whole or any part of such tax or assessment shall become necessary in order to prevent the enforcement of a lian, by sale or otherwise, on Lessee's leasehold interests, then the Lessee shall timely pay to the taxing authority the amount necessary to prevent such enforcement and shall deliver to the Government within ten (10) days thereafter receipted bills or receipts endorsed by the tax collecting authority. Lessee's failure to pay such taxes when due, shall, at Government's sole option, be deemed to constitute an event of default under

### ). Disputes.

- General. This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 601-613) (the "Act").
- Applicability. Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved in accordance with this section.

c. <u>Claims</u>. "Claim", as used in this section, means a written demand or money in a sun certain, the adjustment certaing, as a matter of right, the payment of money in a sun certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A Claim arising under this Lease, unlike a Claim relating to this Lease, is a Claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by Lessee seeking the payment of money exceeding \$100,000 is not a Claim under the Act until certified as required by subparagraph d.ii below. A voucher, invoice, or other routine requests for a payment that is not in dispute when submitted is not a Claim under the Act. The submission may be converted to a Claim under the Act, by complying with the submission and certification requirements of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

### d. Process.

- i. A Claim by Lessee shall be made in writing and submitted within six (6) years after accrual of the Claim to the Contracting Officer for a written decision, together with written evidence in support of Lessee's position. A Claim by the Government against Lessee shall be subject to a written decision by the Contracting Officer.
- ii. The Lessee shall provide the certification specified in this subsection when submitting any Claim:
- (a) Exceeding \$100,000; or
- (b) Regardless of the amount claimed, when using:
- (i) Arbitration conducted pursuant to 5 U.S.C. § 575-580; or
- (ii) Any other alternative means of dispute resolution ("ADR") technique that the Government elects to handle in accordance with the Administrative Dispute Resolution Act ("ADRA").

The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a Claim.

The certification shall state as follows: "I certify that the Claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Lessee believes Government is liable; and that I am duly authorized to certify the Claim on behalf of Lessee.

The cartification may be executed by any person duly authorized to bind Lessee with respect to the Claim. e. <u>Thresholds</u>. For Lessee Claims of \$100,000 or less, the Contracting Officer, must, if requested in writing by Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$100,000, the Contracting Officer, must,

within sixty (60) days, decide the Claim or notify Lessee of the date by which the decision will be made.

- Decision, The Contracting Officer's decision shall be final unless
   Lessee appeals or files a suit as provided in the Act.
- g. Alternate Dispute Resolution. At the time a Claim by the Lessee is submitted to the Contracting Officer or a Claim by Government is presented to Lessee, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5.U.S.C. § 575580, or when using any other ADR technique that the Government elects to use in accordance with the ADRA, any Claim, regardless of executed in accordance with Section described in Section 23.4.2, and executed in accordance with Section 23.4.3.
- h. <u>interest</u>. Government shall pay interest on the amount found due and unpaid by Covernment from: (a) the date the Contracting Officer receives the Claim (property certified if required), or (b) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to Claims having defective certifications, as defined in FAS 33.201, interest shall be paid from the date that the Contracting Officer initially receives the Claim. Simple interest on Claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the Claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the Claim.
- i. <u>Diligence.</u> Lessee shall proceed diligently with the performance of this Lease, pending final resolution of any request for relief, Claim, appeal or action arising under this Lease, and comply with any decision of the Contracting Officer.
- 30. Covenant Against Contingent Fees. Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability, or in its discretion, to require Lessee to pay, in addition to the rental or other consideration, the full amount of such commission, percentage, brokerage or contingent fee.
- 31. Officials not to Benefit. No member of or delegate to the United States Congress or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

## 32. Miscellaneous.

 Separate Covenants, Each covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement. If any term or provision of this Lease or the application

thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

- b. Governing Law. This Lease shall be governed by and construed in accordance with the federal laws of the United States of America. In the event that this Lease, or any portion of it, or the operations contemplated by it are found to be inconsistent with or contrary to laws or official orders, rules or regulations of the United States, then the laws of the United States shall control. This Lease then shall be modified accordingly and, as so modified, sontrol control in force and effect. Nothing in this Section shall be construed as a walver of any right to question or contest any such law, order, rule or regulation before the Armed Services Board of Contract Appeals or the United States Court of Federal Claims pursuant to the Act.
- c. <u>Federal Acquisition Regulations. Except</u> as expressly provided herein, this Lease is not governed by the Federal Acquisition Regulations.
- d. The headings of the various Articles and Sections of this Lease have been inserted for convenient reference only and shall not modify, amend or change the express terms and provisions of this Lease.
- e. Relationship of Partiess, Assignment of Claims. This Lease creates only a landlord/tenant relationship, and does not, and shall not be deemed to create a master/servant, agency, partnership, joint venture or other relationship. Under no circumstances is Lessee entitled to assign to any third party rights of action that Lessee may have against the Government under this Lease.
- leasehold estate created by this Lease with the fee estate in the Premises or any part thereof by reason of the fact that the same person, film, corporation, or other entity may acquire or own or hold, directly to a same person, film, corporation, or other entity may acquire or own or hold, directly to indirectly, this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate and no such merger shall occur unless and until all corporations, firms and other entities, including each Mortgagee, having any interest in this Lease or the leasehold estate created by this Lease or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.
- g. <u>Business Day.</u> If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, or by which any closing hereunder must be held, expires on a Saturday. Sunday or legal or bank holiday under the laws of the State of Hawaii or the United States of America, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- Consents. Whenever this Lease requires Lessee to obtain the consent or approval of Government, the Government shall be entitled to give or withhold

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its consent in its sole discretion for any or no reason, unless a different standard is specifically required by the provision requiring such consent or approval.

- i. Entire Agreement. This Lease, including the exhibits annexed hereto, contains all the representations, promises, agreements, conditions, inducements and understandings between the Government and the Lessee relative to the Premises, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as herein set forth or expressly referenced herein and made a part hereof.
- j. <u>Counterparts.</u> This Lease may be executed in counterparts, each of which shall be deemed an original, and which, taken together, shall constitute one document.
- Exhibits. The following Exhibits are attached hereto and incorporated by reference into and made a part of this Lease:

Exhibit A - Legal Description of Land and Existing Encumbrances

Exhibit B - Excluded Parcel

Exhibit C.- Debris

Exhibit D - Contaminated Site

IN WITNESS WHEREOF, the Government and the Lessee have executed this Lesse as of the day and year first above written.

GOVERNMENT:

UNITED STATES OF AMERICA, acting by and through the GENERAL SERVICES ADMINISTRATION

Clark Van Epps Director

By:

LESSEE

STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS Micah A. Kane, Chairman Hawaiian Homes Commission

Exhibit A
Premises Description
(Former Coast Guard Transmitter Site)

N 10 10

This land is a portion of Grant 4751 to H. M. Von Holt and a portion of lot A-4-A of Land Court Application 130 situated about 2000 feet Northeasterly from Farrington Highway at Lualualei, Walanae, Oahu, State of Hawaii, beginning at the Northwest comer of this piece of land and on the Easterly boundary of Grant 7859 To Ralph E. Tumer, the true azimuth and distance from Government Survey Triangulation Station "Puu-O-Hulu (Makai)" being 167° 33' 5556.27 feet and running by true azimuths measured clockwise from South: (1) 261° 44' 1940.00 feet along 50' road easement; (2) 360° 00' 2551.34 feet, (3) 89° 06' 1413.41 feet; (4) 167° 32' 2349.87 feet along Grant 8422 to Lizzie feet, (3) 89° 05' 1413.41 feet, (4) 167° 32' 2349.87 feet along Grant 8422 to Lizzie gilliland and Grant 7859 to Ralph E. Tumer to the point of beginning; total acreage 93.575;

Excluding from said 93.575 acre parcel, Parcel A of WAIANAE – NUI WATERSHED PROJECT, MAILI CHANNEL IMPROVEMENT, LINES M-5 AND M-6: Being Lot 202-A, area 1.440 acres, as shown on Map 53 and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 130 of Certificate of Title No. 86019 issued to said Granfor, situated at Lualualei, Waianae, Oahu, Hawaii, and also excluding therefrom, Parcel "B" of WAIANAE – NUI WATERSHED PROJECT, MAILI CHANNEL IMPROVEMENT, LINES M-5 AND M-6: All of that certain parcel of fand being a portion of Grant 4751 to H. M. Von Holt (Portion of U. S. Civil No. 868), situate at Lualualei, Waianae, Oahu, Hawaii, approximately 2.861 acres.

ALSO EXCLUDING from said 93.575 acre parcel that property described in Exhibit B to this Lease.

## Exhibit B Excluded Parcel (Former Coast Guard Transmitter Site)

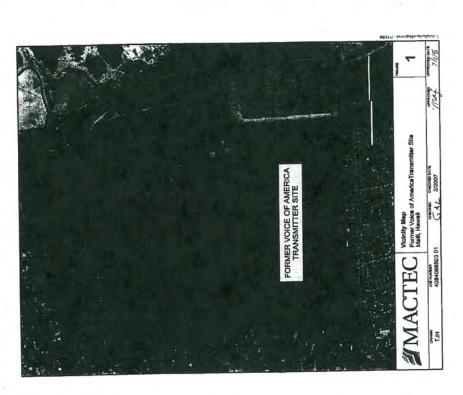
0000

Being a portion of Grant 4751 to H. M. Von Holt Situate at Lualualei, Waianae. Oahu, Hawaii Beginning at the Southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O HULU MAKAI" being 4,152.21 feet North and 721.98 feet East, the true azimuth and distance from the end of course 4 of Maili Kai Subdivision Unit 1 (File Plan 2070) to the point of beginning being 180° 00' 929.00 feet and running by azimuths measured clockwise from true South:

- 1, 90° 00' 460.00 feet along the remainder of Grant 4751 to H. M. Von Holt;
- 2. 180° 00' 450.00 feet along the remainder of Grant 4751 to H. M. Von Holt;
- 3. 270° 00' 460.00 feet along the remainder of Grant 4751 to H. M. Von Holt;
- $4.\ 0^\circ$  00' 4600.00 feet along Lot 77 of Sea Country Areas 3and 4 (File Plan 2387) to the point of beginning and containing an area of approximately 4.857 acres.

### Exhibit C

Piles of debris located north of the former building area beyond the access road just east of the "5 acre" portion of the property and within 50 feet of the northern property boundary. The debris contained building materials and what appeared to be automobile batteries (see Photographs 8 through 10 in Appendix A). The source of the debris is unknown (Figure I, cited as "debris piles). As detailed in MACTEC's April I, 2008 "Response to Coast Guard Comments" Letter, those mounds were not present during MACTEC's ESA Site visit on February I, 2007 and therefore were not discussed previously. During subsequent visits in July 2007 associated with the Phase II activities, we observed multiple debris mounds (stockpiles) averaging two to four feet in diameter just south of the road entrance at the northern end of the property beyond the access road. These piles appeared to be associated with development of the "5 acre" portion of the property (but could not be confirmed with the DHHL, contractor) or random debris dumped by the local community. The debris included random building debris, roofing shingles, and up to 10 burned out car batteries. The locations of these piles correspond with the location of the debris piles observed by the Coast Guard, that are cited in their March 14 letter. Based on the site visit with the Coast Guard, it was determined that no additional investigation of these areas was warranted as the debris appeared to be surlical in nature and evidence of releases to the surface from the piles was not observed.



## Contaminated Site (Former Coast Guard Transmitter Site) Exhibit D

. .

Being a portion of Grant 4751 to H. M. Von Holt Situate at Lualualei, Waianae, Oahu, Hawaii

Beginning at the Southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O HULU MAKAI" being 4,152.21 feet North and 721.98 feet East, the true azimuth and distance from the end of course 4 of Maili Kai Subdivision Unit 1 (File Plan 2070) to the point of beginning being 180° 00' 999.00 feet and running by azimuths measured clockwise from true South:

1. 90° 00′ 212.00 feet along the remainder of Grant 4751 to H. M. Von Holt;
2. 180° 00′ 320.00 feet along the remainder of Grant 4751 to H. M. Von Holt;
3. 270° 00′ 212.00 feet along the remainder of Grant 4751 to H. M. Von Holt;
4. 0° 00′ 320.00 feet along Lot 77 of Sea Country – Areas 3 and 4 (File Plan 2387) to

the point of beginning; Containing an area of 1.557 acres.

### Exhibit "B" Item No. F-1

## STATE OF HAWAII

## DEPARTMENT OF HAWAIIAN HOME LANDS

July 17-18, 2018

To: Chairman and Members, Hawaiian Homes Commission

From; Peter "Kahana Albinio, Jr., Acting LMD Administrator

Norman L. Sakamoto, Acting LDD Administrator N Sakawa-A)

Subject: Approval to Lease Extension, General Lease No. 283, Hawaii Public Housing Authority - Ulu Ke Kukui Transitional Housing Program, Waianae, Oahu, TMK (1)87010030 (por.)

## RECOMMENDED MOTION/ACTION

That the Huwaiian Homes Commission (HHC) authorize a three-year extension of General Lease. No. 283 to the Hawaii Public Housing Authority (HPHA) subject to the following conditions:

- The term shall be extended for an additional three (3)-year period, commencing effectively as of October 16, 2018 and expiring as of October 15, 2021
- All other terms and conditions of General Lease No. 283 shall continue and remain in full force and effect; and
- The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

### LOCATION

Waianae, Oahu identified as portion of 1 nx Map Rey (1) 87010030.

#### KEY

Approximately six acres.

### DISCUSSION

General Lease No. 283 (See Exhibit "A") was awarded to the State of Hawaii Department of Human Services, Hawaii Public Housing Authority. a State of Hawaii agency as Lessee, filed in the Office of the Department of Hawaiian Home Lands, and approved by the Hawaiian Homes Commission on August 19, 2008, for a term of ten (10) years commencing on October 16, 2008.

ITEM NO. F-2

The following are pertinent information on GL No 283

General Lessee: State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency

Location: Waianae, Island of O'ahu

Fax Map Key No. (1)87010030 (por.)

Land Area 6.0 Acre

Term: 10 years, 10/16/2008 - 10/15/2018

Annual Rental Gratis

Character of Use: Transitional Housing and community center project

General Lease No. 283 was issued to HPHA for a transitional and affordable housing project in Waianae, Oahu, covering an area of approximately stx (6.0) acres, more or less of an 89-acre parcel sometimes referred to as the former Voice of America site. The current lease term effectively expires on October 15, 2018, but provides for an extension of the lease period by mutual written agreement.

In January 2018, DHHL requested HPHA confirm whether they intended to request an extension of the lease term (Exhibit B). On May 3, 2018, the Department of Human Services responded that they agree to a three-year extension (Exhibit C).

The existing facilities, called Ulu Ke Kukui, consist of five residential buildings, each with eight two-bedroom units and eight studio units, and an administration building which includes offices, storage, classrooms, a daycare, and cafeteria. The project was constructed in 2008. HPHA has contracted with Alternative Structures International (ASI), dba Kahumana, to operate the facilities. Services include transitioning homeless families into permanent housing, day care of children, and subsidized meals at the facility and other locations throughout Leeward Oahu.

In response to questions from staff, ASI has reported that:

On any given night, there are over 320 individuals in 78 families at Ulu Ke Kukui preparing to transition from bomelessness to permanent residences.

Over the course of a year, Ulu Ke Kukui serves approximately 600 individuals (including 300 keiki) in 150 families.

In addition to permanent housing referrals, Ulu Ke Kukui provides employment counseling, subsidized meals for children living at the facility, and makes classrooms available for the Head Start and Early Head Start program providers.

The kitchen facilities also provide subsidized meals to children from extremely low income and low-income families at over 30 locations throughout Leeward Oahu

2018) is \$1,570,096. Of this amount, the State of Hawaii Homeless Program Office provides about two thirds of the funding and the Participants contribute about one third The Operating Budget for Ulu Ke Kukui for the current 18-month contract (Feb 2017-July through Program Fees that are calculated based on 30% of actual income. Approximately half of the individuals served identify as Hawaiians, a breakdown by blood quantum is not available.

In late 2017, DHHL hired Group 70 International to conduct an assessment of the facilities (Exhibit D). In summary, their findings were:

General Condition: Acceptable

Level of Maintenance, Fair

(Mechanical, Electrical, and Plumbing) systems appear functional and do not require repairing at this time. Overall, the existing facility will need minor restoration for All buildings appeared structurally stable and designed and constructed The interior of units that were observed are in generally good gutters and downspout pipes. There are areas in the site parking lot and access road that will need to be rebuilt as deterioration is significant. The observed building MEP exterior of the facility requires cleaning of bird droppings on the roof solar panels. condition with no indication of wall, ceiling or flooring failures, or damages. the buildings and repaying in the asphalt areas that have failed appropriately.

Estimated cost of repairs, remediation: \$92,642

The proposed extension of the General Lease would ensure that the facilities are maintained and utilized to serve the public while DHHL completes the rule making process for multi-family homestead leases and rentals. As that process continues, DHHL will conduct market studies and beneficiary consultations to determine the best long-term use for the property. Items to be determined include: beneficiary demand for multi-family homestead leases and/or rental units, estimated mortgage and common area maintenance amounts (buyers); estimated rents based on operating and maintenance expenses; subsidies available to reduce rents; and uses for the classroom, kitchen, and office facilities

Based on the information gathered, DFBHL will make a recommendation to the HHC whether the residential units should be sold with a homestead lease, or made available to beneficiaries as rental units. DHHL would then issue a Request for Proposals accordingly

RECOMMENDATION

The Land Management Division and Land Development Division respectfully requests approval of the motion as stated

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ITEM NO. F-2



SHAPES, FRUTSUL LI GONDANIO NATE OF JAMES OF



GRIESS K. MASAGATANI Designation

WHICHMAN SHIRE JR.

## STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

HONOLULU PAWAR MAUS

January 4, 2018

Hakim Ouansafi, Executive Director Hawaii Public Housing Authority To

Jobie M. K. Masagatani, Chairman property

Front:

Hawaiian Homes Commission

General Lease No. 283, Waianae, Oahu, TMK (1) 8-7-10: 007 (por.) Ulu Ke Kukui Transitional Housing and Community Center

Subject

General Lease No. 283 was issued to Hawaii Public Housing Audiority to construct and operate a transitional housing project and community center on an approximately six-acre portion The lease expires on November 24, 2018, but contains a provision for extension of the term by mutual written agreement of Hawaiian Home Lands in Waianae, Oahu.

Ke Kukui, for homeless families with minor dependent children. ASI has informed us "that the Department of Human Services, Homeless Program Office contracted with Alternative Structures International (ASI) to operate the site as a Transitional Housing Program, known as UIn State Homeless Program's Office seems to prefer that DHHL lease directly to ASL . .. This means that it would not be an extension with HPHA/HPO, but directly with ASI. Since the lease was issued pursuant to section 171-95, Hawaii Revised Statutes which authorizes the leasing of State lands by direct negotiation, and without recourse to public auction, to government agencies, a transfer and extension to a non-government entity would not be permissible. Please confirm that Hawaii Public Housing Authority does not intend to request an extension of the lease term.

Should you have any questions, please contact me at 620-9501, or your staff may call Darrell Ing, Project Manager at 620-9276

c. Alternative Structures International

F-2 Exhibit "B" Item No.

DAVID Y, IGE GOVERNOR



PANKAJ BHANOT DIRECTOR

CATHY BETTS DEMLIT DIRECTOR

## STATE OF HAWAII DEPARTMENT OF HUMAN SERVICES

P. O. Box 339 Honolulu, Hawai'i 96809-0339

May 3, 2018

Ms. Jobie M.K. Masagatani

Department of Hawaiian Home Lands

94-230 Leokane Street

Waipahu, HI 96797

Dear Chair Masagatani:

am writing in regard to General Lease No. 283, which was issued to the Hawaii Public Housing Authority ("HPHA") to construct and operate a transitional shelter project and community center on Hawaiian Home Lands in Waianae, Oahu, located at Tax Map Key (1) 8-7-10:007. HPHA has requested the input of the Department of Human Services ("DHS") in regard to a potential extension of the lease agreement with the Department of Hawaiian Home Lands ("DHHL"), which is set to expire on November 24, 2018. DHS currently contracts for homeless services at this location. After consultation with the DHS Homeless Programs Office, DHS agrees to a three-year extension of the lease, not to exceed November 24, 2021. If you have any questions regarding this letter or DHS homeless services at this location, please contact Harold Brackeen III, Homeless Programs Office Administrator, at (808) 586-7072.

Sincerely,

lanky Chaux

Pankaj Bhanot

Director

Hawaii Public Housing Authority

Item No. F-2 Exhibit "C"

AN EQUAL OPPORTUNITY AGENCY

## Ulu Ke Kukui Transitonal Housing Site and Facility Assessment

87-576 Kula'aupuni Street Wai'anae, O'ahu, Hawai'i TMK: (1) 8-7-010:030



Department of Hawaiian Home Lands 91-5420 Kapolei Parkway Kapolei, Hawai'i 96707 Hale Kalaniana'ole Prepared For:

Group 70 International, Inc. 925 Bethel Street, 5th Floor Honolulu, Hawai'i 96813 Prepared by:



October 31, 2017 (FINAL) Exhibit "D" Item No. F-2

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II.	INTRODUCTION MORNING MORNING MANAGEMENT AND ACCOUNTS AND
III.	GENERAL FACILITY DESCRIPTION
IV.	FACILITY CONDITION ASSESSMENTS
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œ.	CIVIL ENGINEERING ASSESSMENT autominimination in the companies of the comp
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# Department of Hawaiian Home Lands

Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

## EXECUTIVE SUMMARY

Property Name:

Ulu Ke Kukui Transitional Housing

87-576 Kula'aupuni Street, Waianae, Hawaii 96792 Property Location:

(1) 8-7-010:030 por. See Figures 1 and 2

Tax Map Keys (TMK):

General Physical Description

Acceptable Level of Maintenance: General Condition:

requires cleaning of bird droppings on the roof solar panels, gutters and downspout pipes. There are areas in the site parking lot and access road that will need to be rebuilt as deterioration is significant. The observed building MEP (Mechanical, Electrical, and Plumbing) systems appear functional and do not require repairing at this time. Overall, the existing facility will need minor restoration for the buildings and repaying in the asphalt areas that have failed. All buildings appeared structurally stable and designed and constructed appropriately. The interior of units that were observed are in generally good condition with no indication of wall, ceiling or flooring failures, or damages. The exterior of the facility

## Opinion of Probable Cost

conducted, and supplementary information provided, G70's opinion of the probable cost to address the areas of physical deficiency is outlined in the table below. These costs are on a rough order of magnitude (ROM) budget. Cost will vary, depending on origin of materials, current market pricing, and labor. Each cost entry will be detailed and explained in Based on the observations from the walkthrough of the existing facilities, interviews Budgetary Cost Estimate section of this report.

50	\$33,392	52,161	\$19,655	\$ 55,208 \$ 2,760
Architectural Costs a. Architectural Total	Sile Costs (Civil Engineering) a. Sile Total	Structural Costs a. Structural Total	MEP Costs b. MEP Total	Subtotal, Direct Cost Design Contingency (5%)

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

		Tue.
\$ 57,968	\$ 34,674	\$ 92,642
Subtotal, Estimated Direct Cost to Prime	Prime Contractor Markups	GRAND TOTAL ESTIMATE

## II. INTRODUCTION

Lands ("DHHL") to perform a visual observation of the Ulu Ke Kukui Housing site an facility located in Waianae, Oahu. The facility consists of five transitional multi-family buildings and an administration building which includes offices, storage, classrooms, a daycare and cafeteria. The six structures are located on DHHL-owned property located at 87-576 Kula'aupuni Street. See Figures 1 and 2. The structures are used for transitional housing for homeless families with dependent children and to provide an array of services and resources for residents. The facility is owned by Department of Human Services and is operated by Alternative Structure International dba Kahumana. They currently maintain 78 Group 70 International, Inc. ("G70") was contracted by the Department of Hawaiian Home family housing units.

to adaptively reuse the facility, renew its lease with Kahumana, or demolish the facility to summarize any issues found, any recommended improvements, and maintenance items for the structures and surrounding site. This assessment will help DHHL decide if it is feasible G70 was tasked with preparing this report that would detail the findings of the site visit, redevelop as single-family lots.

Kahumana/DHS staff opened rooms, attics, storages, and other portions of the facility as needed and requested by G70 and its consultants. Following the visit, summaries of the visual inspection were provided by each discipline and compiled into this report for DHHL. northeast. The team visually inspected the building structures, interiors, exteriors, roofing, as well as the surrounding site. Field measurements, photographs, and notes were taken. Conditions were fair, partly sunny and partly overcast, with low gusts of winds out of the G70 and its consultants visited the site on October 3, 2017 at approximately 8:00 am.

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15

Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL) Department of Hawaiian Home Lands







Figure 2. Site Location

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

# III. GENERAL FACILITY DESCRIPTION

BUILDING A, B, C, D, E: There are five residential buildings built in 2007. Each building has 16 units that include 8 two-bedroom units and 8 studio units. There are 4 ADA units at the Ulu Ke Kukui facility, 2 in Building A and 2 in Building B, both are two-bedroom units. There are communal washing machines and a laundry area outside of each building. There are also solar water heater panels on each building.

kitchen and two early child care centers. One is operated by Kahumana and the other is operated by Honolulu Community Action Program (HCAP). Outside of the child care ADMINISTRATION BUILDING: The existing administration building is a one-story timber framed structure with a sloped roof. There are offices, classrooms, a cafeteria, commercial services is an enclosed playground area with a covered playset. PARKING LOT: There are marked parking stalls and ADA stalls in the parking lots. There are fire lanes with fire hydrants on three sides of the facility. There are also dumpsters along each side of the parking lot.

# IV. FACILITY CONDITION ASSESSMENTS

# A. ARCHITECTURAL ASSESSMENT

#### General

- The Building Permit issued for the building was based on Construction Type V Occupancy Groups as follows:
  - Residential .
- Business 9

Educational

H .

### Land Use/Zoning

- The facility is located on a City and County of Honolulu zoned Agricultural lot.
- Fundamental Zoning Elements:
- A residential use along with supporting administrative uses is likely allowed by the City and County of Honolulu under a Conditional Use permit or DHHL may have used its exemption of zoning requirements to achieve the proposed development,
- Parking: Current zoning code Land Use Ordinance (LUO) for the project requires provision for parking which has been provided on site. Project is likely compliant for the proposed use as an abundance of surface parking was observed.
- Loading: Multiple loading stalls were observed at the main administrative building as well as adjacent to the dumpsters.
- Setbacks: The facility is within the required setbacks for the site.
- Height limit: the project is within the allowable height limit of 25 feet.

#### **Building Code**

The applicable Building Code in effect at the time of initial design and construction was likely the 1997 Edition of the Uniform Building Code (UBC). Copies of the actual approved Building Permit Plans were unavailable.

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



Department of Hawaiian Home Lands Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

- The building is in a satisfactory condition with signs of wear and ongoing maintenance. It should be noted that the transient nature of the tenants historically creates an accelerated building wear due to the number of residents and the constant turnover. There were observed deficiencies noted, most significantly:
- Floor assemblies are likely performing at or below allowable acoustical ranges of housing standards as the flooring is placed directly on the plywood floor sheathing and a single layer of gypsum board below. Anticipation of significant below to upper floor underperformance of impact insulation class (IIC) is likely.

## Architectural Systems

- General Quality of Construction and Condition:
- The building are wood framed structures which has a predictable history of The buildings were designed and constructed to an adequate level of quality performance in the tropical marine environment. Many areas of exterior finish degradation were observed. (See Photo 1.2)
- In general, the interior of units observed were generally in good condition with no indication of wall, ceiling or flooring failures, or damages. (See Photo 1.3)
  - The following are exterior architectural conditions are as follows:
- with deposits. (See Photo 1.1) This should be maintained to ensure further damage is limited. Upon visual inspection there appeared to be no insulation in roof cavities, foil faced sheathing was observed but does not provide Roof condition: Asphalt shingle is in moderate condition; significant bird droppings are present and present a health and material wear issue. Roof top appurtenances such as solar water heating appears to be significantly coated insulation properties.
- condition, exposed raters and vents to attic space show sign of wear and all Eaves: underside of eaves provided with simulated siding were in good have exposure to nesting bird and associated bird dropping deposits.
- Gutters and downspouts have an oxidized finishes and significant bird dropping deposits.
- good condition, a small percentage of dry rot was observed on trim and edge conditions. Not required to be replaced but may want to in the future. Walls: Board and batten walls with concrete sheathing and wood trim are in
  - Windows: Vinyl jalousie windows (breezeway) are in good condition, missing screen panels were observed.
- Entry Lanai Floors (second floors): open treks running boards are in Doors: metal clad residential door seals and hardware are in good condition.
- framed guard rails are in moderate condition, a few balustrades were Stairways: precast treads and wood frames stringers along with wood missing or damaged, dry rot and other exposure wear was observed. moderate condition indicating standard foot wear
- Ground floor walkways: concrete walkways were in moderate condition with minimal cracking, standard red dirt staining and other staining was observed. No significant differential settlement was observed.
- Attached fencing at laundry rooms: chain link tencing appeared in good condition with some oxidation and plant growth.

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



# Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

- Interior Architectural Conditions:
- Wall partitions: moderate condition with anticipated wear, patching and deferred maintenance due to heavy residential utilization from short term renters. It does appear that ongoing maintenance has been provided by current operator, the degree of damage has accumulated in the observable repairs/refinishing.
  - Interior floor finishes:
- Vinyl flooring: had significant red dirt staining and in upstairs utnit's joints in floor sheathing were telegraphing through. Not required to be replaced but may want to in the future.
- Ceramic Tile in ADA restrooms was in moderate condition but had significant staining of grout joints. Heavy chemical stain removal and regrouting recommended for maintenance.
- Interior doors, moderate condition with signs of damage. Not required to be replaced but may want to in the future.
  - Appliances: in a the few units visited the stove was missing burners and appeared to not be operable, studios were not outfilted with a cooking appliance. Refrigerators appear to be operable.
- Cabinetry with cultured marble counters were in moderate condition with some damage and overserved staining. Not required to be replaced but may want to in the future.
- Vinyl shower stall observed were in various conditions, most had staining but were operable.
- Americans with Disability Act (ADA) Review. In general, the facility has units
  designated/designed to achieve ADA compliance. The following are
  observations:
- The facility has four ADA units, which is compliant with the amount needed per ADA guidelines.
- Doors appear to be compliant to applicable ADA standards.
- Accessible kitchen elements were observed; however, appliances may not be compliant to reach and control requirements.
- Public restrooms have been provided with clearances heights and location of lixtures

# B. CIVIL ENGINEERING ASSESSMENT

The civil engineering assessment is focused on the existing infrastructure and site improvements. Additional information was received from Marin Witt, Ulu Ke Kukui Housing Director and Mike Lave, Housing Resident Manager.

Access to the site is provided through Holt Road from the City and County of
Honolulu owned Kula'aupuni Street. Holt Road consists of a two-lane asphalt paved
driveway. The driveway appears to be Diffill-owned per property tax maps. Holt
Road also provided access to Ho'omalu O Na Kamali'i operated by Family
Programs Hawaii. Asphalt cracking and potholes were observed at several locations
along the driveway to the facility indicating the pavement is failing. Towards the
entrance of Holt Road, two deep depressions on the asphalt road on one side of the
lane about 6-in deep. (See Photo 2.1). There is a low point on the south-eastern side.

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



# Department of Hawaiian Home Lands

# Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

of the site along Holt Road causing rutting and asphalt cracking, it is approximately 10 feet in length causing significant failure. (See Photo 2.6). There is ponding along the parking entrance and fire lane entrance about 8 feet in length as well as weeds growing out of the asphalt area, (See Photo 2.7). Potholes and asphalt cracking were spotted in the parking lot due to ponding water and puddles close to 5 feet in diameter. (See Photo 2.8). Asphalt deterioration appears near the fire lane on the west side of the parking lot. A detached sign post pole protrudes 1.5 inch from the ADA access stalls which will need to be removed, (See Photo 2.9).

- There are 131 open parking stalls and 10 ADA designated parking stalls, which meet parking requirements. There are two large asphalt paved parking areas with twoway traffic located at the south and west sides of the facility. There is also a asphalt driveway to the east of the facility. (See Photo 2.2).
- The site is flat and appears to have ADA accessible paths connecting all buildings.
   There was an uneven sidewalk section which appeared to be caused by a nearby tree root about 10 feet in length. (See Photo 2.3). Due to the condition of the pavement, ADA accessibility should be verified, and pavements should be repaired.
- Fire access to the site is available through Holt Road to the facility. The parking aisles and driveway to the east of the facility are fire lanes and provide the required fire hydrants.
- The facility is serviced by a 8"x2" FM water meter located at the southwestern corner of the facility. It connects to a Board of Water Supply 8" water line in Kula'aupuri Street. Potable water and fire hydrant water is combined in the same system with backflow preventers at each building's potable water connection lateral.
- It appears the onsite sewer is collected in ductile iron pipes and conveyed towards a
  City and County of Honolulu owned 10° PVC pipe located at the north side of the
  property. It was noted that there are occasional sewer overflows, but it appears that
  it is due to grease blockage rather than deterioration of the sewer system. We
  recommend working with the residents to dispose of grease appropriately.
- The onsite cafeteria has a grease interceptor. It was not inspected. Per Mike Lave, Housing Resident Manager, it is emptied regularly.
- There are two drainage inlets onsite. The first is located between the parking lot and
  Kula'aupuni Street and the second is located at the center of the facility in a large
  circular landscape area. (See Photo 2.4) The first inlet connects to the second with
  an 18'storm drain line, and the second connects to a storm drain mathole then to
  the City and County of Honolulu Maili Channel with a 24" storm drain line. The
  project site is relatively flat. Adjacent to each building, grades appear to slope away
  from the building with no evidence of ponding or flooding issues. Parking lots and
  driveways appear to slope towards the two drainage inlets. Slopes are minimal and

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



# Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

ponding occurs at various locations within the parking lot and driveways. All structures contain gutters, downspouts and splash blocks which discharge to grade.

There is a propane gas tank that is used for the kitchen that is regularly filled. No issues noted.

## C. STRUCTURAL ASSESSMENT

## Description of buildings A through E:

In the attic space, the roof is framed primarily with 2x wood trusses spaced at 24" on center. The 2x wood rafters at the ends of the building extend over the top chord of the step-down trusses (See Photo 3.1). The interior roof sheathing uses LP techshield which has a foil coating on the interior surface. The exterior roof sheathing at the eaves appear to be TI-11 plywood which have the grooves facing downward. The exterior wall sheathing is a combination of what appears to be horizontal siding at some areas and The existing structures are two-story timber framed with a sloped roof with roof eaves. board and batten at other areas.

decking over 2x joists spaced at 16" on center (See Photo 3.2). There are second floor joists at the entry area and the exterior slab edges. The rest of the structural framing was not visible. Each building has an outdoor laundry area on each side which is framed The buildings most likely have 2x4 framed stud walls that serve as both bearing and shear walls. The floor joist was not observed but the floor system is most likely framed with 2x floor joists. The second-floor common entry area is framed with 1x spaced TREX with 2x wood roof rafters spaced at 24" on center and supported by a wood beam and steel pipe columns The exterior stairway up to the second floor is framed with precast concrete steps supported by Glulam beam stringers on each side. Wood railing posts are bolted to the outside faces of the stringers. (See Photo 3.3.)

## Description of Administration Building

The existing administration building is a one-story timber framed structure with a sloped roof and roof eaves. The attic space roof framing is most likely wood trusses spaced at 24" on center. The exterior roof sheathing at the eaves appear to be TI-11 plywood which have the grooves facing downward.

The exterior covered walkways have a 4x wood beam supported by 16" square concrete masonry columns. The walls are most likely wood framed stud walls that act as bearing The building is composed of three wings and has a concrete slab on grade foundation.

# Conversion of the 2 bedroom and adjacent studios into a three-bedroom unit:

The typical two-bedroom units are located at the ends of the building and the adjacent studio units are located at the middle. There is an internal locking door that connects the two-bedroom unit and the adjacent studio unit.

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# Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

If it is desired to combine the two-bedroom and studio units to form a three-bedroom unit, the internal door could be replaced with a standard bedroom door and the studio which is one large room can be converted into a large bedroom with a bathroom.

The stair framing post at the bottom landing fronting unit Alu2 and Alu7 was found with signs of rot with an approximate area of 6"x6" (See Photo 3.4 and 3.5). Need to notch out rot area and fill with structural epoxy and replace end piece to match existing. Paint over epoxy afterwards.

The exterior deck framing joist from B205 was found to be splitting approximately six linear feet (See Photo 3.6). The 4th joist away from B207 was found to be splitting approximately six linear feet (See Photo 3.7) and the 9th joist was found to be splitting approximately 3 linear feet (See Photo 3.8). Inject cracks in joist with structural epoxy.

#### Building C.

Building D:

the structural integrity. Recommend leaving as is (See Photo 3.9).

On the stair landing, there are minor spall at bottom landing corner. It does not affect

Appears to be in good condition and no visible problems.

#### Building E:

Minor spall at bottom stair landing corner. It does not affect the structural integrity, Recommend leaving as is. (See Photo 3.10)

### Admin Building:

exposed. (See Photo 3.11). It's recommended to add approximately 6 inches of compacted soil over a 6 feet x8 feet area next to the building to cover the bottom of slab. between roof eave blocking and the supporting roof beam. (See Photo 3.12) This occurs On the northeast side of the building, the bottom of the concrete slab appears to be The roof framing on the northeast side of building at walkway, there is a 3/4" gap over a distance of six feet. We recommend sealing this gap or replacing the eave blocking to prevent vermin from entering the attic space.

# D. ELECTRICAL SYSTEMS ASSESSMENT

## Building A through E and Site:

The exterior fixtures are high quality and have weathered well. No issues have been reported. The indoor fixtures are fluorescent and are also well maintained. The kitchen units appear functional with no action needed. The site pole lights on the site are in excellent condition.

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the individual buildings with HECo metering on every building. This system is maintained by HECo up to the connection to the meter. The metering equipment is in power is distributed throughout the site by HECo. There are transformers that feed good shape and can be maintained by painting the boxes as needed.

The distribution equipment is in closets on the second floor and appears is pristine condition. The panels in each unit all are in good condition. Branch circuiting is done with non-metallic sheathed cable. No issues have been reported other than the potential for rats chewing through the insulation in limited areas. We were not able to observe

covers on the exterior convenience receptacles have been vandalized. These can bu Interior circuiting is adequate and well maintained. The only small issue is that the easily replaced. There are cable TV and telephone entrances on each building. Currently there are no cable TV subscribers, but there is at least one wired phone service per unit.

#### Admin building:

The exterior fixtures are high quality and have weathered well. No issues have been reported. The indoor fixtures are fluorescent and are also well maintained

No actions needed for electrical box, HECo meters and fire alarm panel.

There is currently only a fire alarm system in the child care area. There are single station smoke detectors inside and outside every sleeping room in accordance with the

# E. MECHANICAL SYSTEMS ASSESSMENT

quite good for a 10-year-old system. The air conditioning in the classroom area is a less flow type system. This is very efficient. The colls in the outdoor condensing units look units also look quite good for the age. The IT closet has a dedicated split system. All systems are from the original construction. Kitchen hood, fan and Ansul System were The air conditioning in the admin building office and school is a variable refrigerant efficient split system with fan coil units above the ceilings. The coils on the condensing well maintained. There was no dielectric coupling where the iron transitions to copper Need to install dielectric fitting.

## Building A through E.

equipment is from the original construction, but there were no visible issues other than excessive bird droppings on some of the panels. Need to clean the bird droppings from Water heating in the residential buildings is done with solar electric water heaters. The panels (See Photo 4.1).

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



# Department of Hawaiian Home Lands

Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

# E. PLUMBING SYSTEMS ASSESSMENT

### Admin Building:

water heaters has never been replaced since first installation, therefore monitoring for continue with maintenance. There were no issues for faucets, valves and tollets. Gas Drain and waste piping management has dealt effectively with problems. Need to leaks is essential.

reported. The only issue observed was one instance inside the maintenance shop of a copper pipe connected to an iron pipe without a dielectric fitting. There is visible corrosion on these pipes that should be addressed. The water supply piping that could be seen was copper. There have been no issues

### Building A through E:

continue with maintenance. The valves that could be seen were in good working order. The handles had been taken off several, including the main building shut offs, to reduce Drain and waste piping management has dealt effectively with problems. Need to tampering by the local children. The faucets and angle stops appeared to be from the original construction. We did not observe any leaks or drips. These can be maintained for as long as parts are available. The toilets are low flow tank type, 1.6 gallons per

The water supply piping that could be seen was copper. There have been no issues The pressure reducing valves were replaced recently and moved so as to be above grade. The management reported that they had authorization to install cages around them to prevent tampering, but had not had the time to do it. They need a cage around them, at least one per building reported.

## BUDGETARY COST ESTIMATES ٧.

depending on origin and current market pricing. Costs indicated in parenthesis and with a Note: These costs are on a "rough order of magnitude" (ROM) budgets. Cost will vary preceding asterisk are phase related.

## A. Architectural Costs

#### N/A

ino	ì
Engineeri	1
noi	
(Civil	
Charle	
Silo	2
2	

<ul> <li>a. Remove and repave asphalt areas</li> <li>b. Remove and repave concrete sidewalk</li> </ul>		
<ul> <li>a. Remove and r</li> <li>b. Remove and r</li> </ul>	epave asphalt areas	pave concrete sidewa
a. Remove b. Remove	and	and
a,	Remove	Remove
	a.	P.

Remove sign post and patch AC pavement.

\$24,406 \$2,261 \$515 \$1,360

Mobilization/Demobilization:

0 4

Subtotal

\$ 33,392 \$ 26,283 CIVIL -TOTAL

## C. Structural Costs

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15



# Department of Hawaiian Home Lands Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

ming post: \$560	structural epoxy; \$538		il at exposed slab: \$335 5 at roof beam gap \$268	\$ 1,701	FAL \$2,161
a. Repair 6"x6" Stair framing post:	Building B: b. Inject joist cracks w/ structural epoxy;	Admin Building:	<ul> <li>Add 6" compacted soil at exposed slab;</li> <li>Replace eave blocking at roof beam gap</li> </ul>	Subtotal	STRUCTURAL -TOTAL

#### D. MEP Costs

## E. Grand Total Costs

Total S0	\$33,392	\$2,161	\$19,655	\$ 55,208 \$ 2,760 \$ 57,968	\$ 34,674
Architectural Costs b. Architectural Total	Site Costs (Civil Engineering) c. Site Total	Structural Cosis a. Structural Total	MEP Costs d. MEP Total	Subtotal, Direct Cost Design Contingency (5%) Subtotal, Estimated Direct Cost to Prime	Prime Contractor Markups

DHHL Ulu Ke Kukui Transitional Housing Site and Facility Assessment 216012-15

Department of Hawaiian Home Lands Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)

GRAND TOTAL ESTIMATE

\$ 92,642

## VI. CONCLUSION

All buildings observed were generally in good condition. Exterior site improvements should include cleaning of bird droppings on the root solar panels, gutters and downspout pipes. The parking lots and driveways will need repaving as many signs of deterioration and failure were observed. Most of the electrical, mechanical, and plumbing systems are functional and require minor repairs. A summary of findings is listed below:

- The overall condition of Buildings A through E and Administration building appears in
  to be in fair condition. There are some recommendations that are not currently required,
  but DHHL may want to revisit in the future.
- The site parking lot will need to be repaved. Depending on the severity of the deterioration, the asphalt may have to be removed and replaced.
- Structurally, the facility appears to be in acceptable condition. There was deterioration such as rotting areas and splitting joist. These conditions do not present an immediate safety hazard, but if the buildings are to be reused it is recommended that repairs be made to prevent continued deterioration.
- The electrical, mechanical, and plumbing systems appear functional. The exceptions to this are the electrical service entrance and the AC air handler and ductwork; however, all plumbing, electrical and AC systems will likely need to be maintained.



### Exhibit "C" Item No. F-1

# STATE OF HAWA!! DEPARTMENT OF HAWA!!ANDS SECOND AMENDMENT TO GENERAL LEASE NO. 283

THIS SECOND AMENDMENT TO GENERAL LEASE NO. 283, dated this \$\frac{4\varphi}{4\text{ day}}\$ of \$\frac{\lambda \cdot \cdot

Department of Hawaiian Home Lands' General Lease No. 283, dated December 18, 2008, but made effective October 18, 2008, between the State of Hawaii, by its Department of Hawaiian Home Lands, as Lessor, and the State of Hawaii, by its Department of Human Services, Hawaii Public Housing Authority, (See Exhibii "4") as Lessee, unrecorded, which said General Lease was amended on the December 18, 2008 in which the document reflects that the ten (10) year term commence effectively as of November 25, 2018 and expire on November 24, 2018, (See Exhibit "B") unless sooner terminated as the lease terms provide, unrecorded.

WHEREAS, LESSOR agrees to grant a one (1) year extension so that the aggregate of the original ten (10) year term and the extended term span a total of eleven (11) years.

NOW THEREFORE, for and in consideration of the foregoing and mutual covenants, terms and conditions hereinafter provided, the parties, for and on behalf of themselves, their successors and assigns, do hereby agree to unend General Leuse No. 283, as previously amended, as follows:

- A one (1)-year lease extension is granted to afford LESSOR the time needed to (1) complete the rule making process for multi-family homestead leases and rentals, and to (2) issue a Request for Proposals (RFP) for future use of the facilities. Exhibit "C" is an approximate timeline illustrating how the two processes would proceed along parallel tracks.
- The term of the Lease shall now expire on November 24, 2019, unless somer terminated as the Lease terms provide.
- This Second Amendment to General Lease No. 283 shall be effective upon full execution by both Parties.
- The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

PICK-UP()

AFTER RECORDATION RETURN BY: MAIL ()

Affects Tax Map Key No.: (1) 8-7-010:007 (por.)

STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS LESSOR SECOND AMENDMENT TO GENERAL LEASE NO. 283

STATE OF HAWAII HAWAII PUBLIC HOUSING AUTHORITY LESSEE

All other terms and conditions of General Lease No. 283, as previously amended, shall continue and remain in full force and effect.

(REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS)

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

State of Hawaii DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:

By Cobie M. K. Masagadhi, Chairman Hawaiian Homes Commission 2 Joshan

LESSOR

Deputy Attorney General State of Hawaii

State of Hawaii
HAWAII PUBLIC HOUSING AUTHORITY

APPROVED AS TO FORM:

By Print Name: C Hakim Ouansani Trite: Executive Director

Deputy Attorney General State of Hawaii

LESSEE

2nd Amendment to GL No. 283

2nd Amendment to GL, No. 283

# Exhibit "D" Item No. F-1

# STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS November 18-19, 2019

Control to 12, 2015

Chairman and Members, Hawaiian Homes Commission

To:

From: Peter "Kahana Albinio, Jr., Acting LMD Administrator | | |

Stewart Matsunaga, Acting LDD Administrator

Subject: Approval of Lease Extension, General Lease No. 283, Hawaii Public Housing Authority - Ulu Ke Kukui Transitional Housing Program, Waianae, Oahu, TMK (1)8-7-010-030 (por.)

## RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approve a two (2) - month lease extension as described in below of General Lease No. 283 to the Hawaii Public Housing Authority (HPHA), to allow the department time to complete evaluation of the offer received in response to the request for proposals for redevelopment and management of the property, subject to the following conditions:

- The term shall be extended for an additional two-month period, commencing November 25, 2019 and expiring January 24, 2020;
- All other terms and conditions of General Lense No. 283 shall continue and remain in full force and effect; and
- The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

#### LOCATION

Waianac: Oahu identified as portion of Tax Map Key (1) \$7010030.

#### AREA

Approximately six acres.

#### DISCUSSION

General Lease No. 283 (Exhibit A) was awarded to the State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency as Lessee, filed in the Office of the Department of Hawaiian Home Lands, and approved by the Hawaiian Homes

ITEM NO. F-3

November 2019

Commission on August 19, 2008, for a term of ten (10) years commencing on October 16, 2008. The lease term was subsequently amended to commence on November 25, 2008 up to and including November 24, 2018. In accordance with HHC Agenda Item F-2, October 15-16, 2018 (Exhibit B), the lease term was extended one year to November 24, 2019 (Exhibit C).

The following are pertinent information on GL No. 283:

General Lessee: State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency

Location: Waianae, Island of O'ahu

Tax Map Key No.: (1)87010030 (por.)

Land Area: 6.0 Acre

Term: 11 years; 11/25/2008 - 11/24/2019

Annual Rental: Gratis

Character of Use: Transitional housing and community center project

General Lease No. 283 was issued to HPHA for a transitional and affordable housing project in Waianae, Oahu, covering an area of approximately six (6.0) acres, more or less of an 89-acre parcel sometimes referred to as the former Voice of America site. The current lease term, as amended, expires on November 24, 2019, but provides for an extension of the lease period by mutual written agreement.

In August 2019, DHHL issued a Request for Proposals for Redevelopment and Management of Ulu Ke. Kukui Multi-family Housing Project (RFP-20-HHL-002). A single proposal was received prior to the September 20, 2019 deadline for submittals. Portions of the proposal require clarification from the offeror before staff can make a recommendation.

The proposed extension of the General Lease would afford DHHL time needed to complete the RFP process.

If DEHL takes possession upon expiration of the current lease term in November, important services to the public would be terminated, and the facilities would be subject to vandalism and lack of maintenance until a developer/operator is selected and contracted.

## RECOMMENDATION:

The Land Management Division and Land Development Division respectfully request approval of the motion as stated

ITEM NO. F-3

Mail (X) Pickup ( ) To: After Recordation Return by:

Kaipo Duncan, Land Agent Land Management Division Department of Hawaiian Home Lands P. D. Eox. 1879 Honolulu, HI 96805

STATE OF HAWALL DEPARTMENT OF HAWALLAN HOME LANDS

GENERAL LEASE NO. 283

herween

STATE OF HAWALL

DEPARTMENT OF HAWAITAN HOME LANDS

HAWAYI PUBLIC ROUSING AUTHORITY

STATE OF HAWAII

covering

HAMAITAN HOME LABOR

situate at

Walenae, Hawall

Tax Nau Key No (1)6-7-10:007 (por)

Item No. F-3 **Exhibit A** 

## STATE OF HAWALI DEPARTMENT OF HAWALIAN HOME LANDS

1

## GENERAL LEASE NO. 283

DECEMBER INDESTRURE OF LEASE, made this for the between the State of Hawaii, by its DEPARTMENT OF HAWAIIAN HONE LANDS, whose principal place of business is 91-5420 Kapples Parkway, Kapples, Hawaii 96805, hereinafter calied "itspole, and State of Hawaii 96805, hereinafter called "itssop, and state of Hawaii Department of Human Services, Hawaii Pousing, Monseing and State of Hawaii Department of Human Services, Hawaii Public 1002 North School Street, Homolulu, Hawaii 96317 187#

hereinafter called "LESSEE,"

## WITNESSEVE.

WHEREAS, under section 204(a)(2) of the Hawaiian Homes Commission Act of 1920, as amended (\*Act'), and section 10-4-1 of Hawaii Administrative Rules, as amended, the Department of Hawaiian Home Lands, as LRSSOR, is authorized to dispose of available lands not required for lasking to native Hawaiians under section 207(a) of the Act by Less on the same terms. Conditions, restrictions, and uses applicable to the disposition of public lands pursuant to Chapter 171, Hawaii Revised Structes

0

WHEREAS, the LESSOR has determined that the land described below is not immediately needed for lessing to native Hawaiians, and

WHEREAS, pursuant to section 171-95, HRS, the LESSOR may lesse lands by direct nagolialida, main without recourse to public auction, to government agencies for terms up to, but not in excess of 55 years, at such rental and on such other terms and determines as the Hawaiian Homes Commission ("Commission") may determine; and

WHEREAS, the LESSER has requested a lease of Bawaiian home lands in Waiande, island of Oabu to construct and operate a transitional housing project and community center, in furtherance of Covernor Linda Lingle's emergency proclamation to assist with the ourrent homeless situation on the Leeward coast; and

WHEREAS, the LESSOR has determined that leasing this land to the LESSEE will assist the LESSEE in effectuating its purpose, and be of benefit to the LESSOR'S beneficiaries; and

WHEREAS, the DESSOR has determined that this lease satisfies

NOW THEREFORE, in consideration of the parms, covenants and conditions herein contained, all on the part of the inSSEE to be kept, observed and parformed, does lease to the inSSEE, and the LESSEE does lease from the LESSON, the premises located at Waisnes, island of Cahu, Hawaii, Tax Map Kap No. (1) B-7-4007 (portion), computing of approximately six (6) acres of Hawaiin Mome Lands, shown on the map marked Exhibit \*A.\* attached herein and made a part hereof("Premises"), and to the following reserved rights:

## (1) Minerals and waters

under the Premises, and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purpose reasonably scrending to the mining and removal of such minerals by any means whatsoever, including strip mining, whorstals by any means whatsoever, including strip mining, whorstals by any means whatsoever, including strip mining, and increases in complete the proposer, bochmite, laterite, glibsie, a fundine, bauxitic clay, diaspore, bochmite, laterite, glibsie, a fundine, all ores of alumina and softhout limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under my land, fast or submarged; provided, that "minerals" shall not include sand gravel, rock or other material suitable for use and when used in road construction in furtherance of the LESSEE's permitted activities on the demised Premises and not for sale to others.

b. All surface waters, ground waters, and water behalf, appurtment to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the demised Premises as may be required in the exercise of this right reserved.

C. As a condition precedent to the exercise by the compensation shall be paid to the iBSSE for any of the LBSSE introvements taken which amount is to be determined in the manner set forth in paragraph 3.

(2) Prehistoric and historic remains. All prehistoric and historic remains, including without limitation places, objects or specimens, if any, which may be on the Premises, together with the fight at all times to enter the Premises for the purpose of

searching, exploring for and conducting research on objects, antiquities and specimens, of Hawaiian or other ancient art or handloraft or prehistoric, historic or archeological interest, and removing the same for preservation.

r

(3) Withdrawal. The right to withdraw all or any portion of the Premaises for any public purpose [including but not limited to agricultural park development), and also reserves the right to withdraw any portion of the demised Premaises for other than a public use, which demised Premaises fail, at the line of withdrawal, constitute an economic unit, provided that, the portion not withdrawal, constitute an economic unit, provided that, the portion not withdrawal shall also be an eronomic unit, provided that, the to the LESSEE. The LESSEE will be entitled to compensation for the LESSEE inprovements made by the LESSEE on any portion of the premises withdraw which have been approved by the LESSEE, improvements an withdrawal in the proportionate value of the LESSEE system of the lease provided that it bears to the unaxpliced term of the lease; provided, that the LESSEE may, in the alternative, remove or relocate list improvements to the demised Premises occupied by the LESSEE.

the FAVE AND TO HOLD the same, together with all improvements, rights, essements, privileges and appartenments belonging or appearating to the LESSEE for the terms as defined below, unless the term shall be sooner terminated as provided in this lease, the LESSEE yielding and paying therefore all taxes, takes, assessments, and other charges hereunder payable by the LESSEE during the terms and other charges hereunder payable by the taxes and conditions.

1. Term. The term of this lease shall be for ten (10) years. commencing our the 15th day of October 2008 up to and including the 15th day of October 2018.

The and including the 15th day of October 2018.

The analysis of the 15th day of October 2018 on the source terminated as because the 15th DESCOR receives ownership to the subject property. In the event of changes the end date will change accordingly to provide for a period of ten (10) years, lesse period by mutual written agreement.

2. Rent. The rent for the entire term of this lease shall be gratis.

 Use. The LESSEE shall use the Premises for the 80-unit vvilages of Maili' translational housing and community senter project.

- d. Quiet enjoyment, The LBSSOR covenants and agrees with LBSSEE that, upon the LBSSEE of observance and performance of the required terms, covenants and conditions contained in this lesse, the LBSSEE shall and may have, hold, possess and enjoy the premases for the term of the lesse, without hindrance or interruption by the LBSSOR or any other person or personal lawfully claiming by, through or under it.
- 5. Utility services, The LESSEE shall pay, or crose to he paid, all charges, duties, rates and, other ourgoings of every description, including water, sewer, gas, refuse collection, relocation of utility poles and lines or any other charges, as to which the Premises or any part, or any improvements, or the LESSEE may become liable for during the term, whether assessed to or payable by the LESSER or the LESSEE.
- LESSEE may request an easement for utility easements. (a) The LESSEE may request an easement for utility purposes or relocation of an existing utility easement, and, if so aproved by the LESSOR, the LESSEE shall pay all costs related to the istuance and installation of a new utility easement or relocation of an existing utility assement. (b) The LESSOR may issue utility easements or relocate existing utility easements without the LESSEE's approval, growided that the sammer or relocation there or relocation there with the LESSEE's use of the Premises. In such event, the LESSOR shall pay for all costs related to the issuance and installation of a new utility easement or relocation of an installation of an existing assement unless the issuance or relocation of an existing assement, unless the issuance or relocation is done at the request of a utility company, in which case the utility company shall pay all related costs.
- 7 Sanitation, etc. The LESSEE shall keep the premises and improvements in a strictly clean, soultery and orderly condition.
- gremises. The LESSEs shall not strip or commit, suffer or permit to be committed any waste, nuisance, strip or commit suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the LESSER, our down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the premises.
- 9 Compliance with laws. The LESSEE shall, if applicable, comply with the requirements of any municipal, state and Federal nuthorisies and observe all municipal ordinances and state and federal statutes applicable to the premises.

- 10. Inspection of premises. The IESSEE will permit the LESSOR and its agents, at all reasonable times so as to cause as little interference with the LESSEE's use of the Premises as is reasonably possible, to enter into and upon the Premises to inspect and examine the same and determine the state of repair and condition thereof, including, without limitation, the right to inspect the LESSEE's records regarding compliance with all applicable rules and regulations.
- 11. Lessor's approval of improvements. The LESSEE shall not at any time during the term construct, place, maintain and install on the Premises any building, structure or improvement of the LESSOR and upon those conditions the LESSOR may impose, unless otherwise provided in the lease. The LESSOR may impose, unless otherwise provided in the lease. The LESSOR may make nonstructural alterations not exceeding Fwenty-Five Thousand Dollars (\$25,000.00) in cumulative costs per afteration during the term of this lease without the LESSOR's consent. The LESSEE shall own these improvements until the expiration or termination pursuant to a breadl of the lease, at which time the ownership shall automatically vest in the LESSOR.
- 12. Repairs to improvements, The LESSEE shall, at its own expense, Keep, repair and maintain all buildings and other improvements now existing or bereafter constructed or installed on the Premises in good order, condition and repair, reasonable wear and car excepted.
- 13. Assignments, etc. The LESSEE shall not transfer or easign this lease or any interest, either voluntarily or by operation of laws any unauthorized transfer or assignment shall be null and void; provided that, with the proce written approval of the LESSOR, the assignment and transfer of this lease or any portion thereof may be made if it is to the governmental or corporate successor of the LESSEE.
- whole, or any part of, the Premises except to other non-profit organizations, shaking domen, goals and serving similar functions as the LESSES, and with the prior written approval of LESSES.
- If this paragraph is violated, the LESSEE shall relinquish all sublease rents collected from the Premises.
- of this lease, the LESSES shall peecebly deliver unto the LESSES possession of the Premises, together with all buildings and other improvements of whetever nature or name, now or hereafter exocted or passes and condition, reasonable wear and least excepted. Furthermore, should the LESSES, upon the

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expiration, termination, and/or revocation of this lease, fail to remove any and all of its personal property from the Premises, after notice thereof, the LESSOR may remove any and all personal property from the Premises and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of the LESSEE, and the LESSEE does agree to pay all costs and expenses for the disposal, removal, and/or storage of the personal property.

 Non-warranty. The LESSOR does not warrant the conditions of the Premises, as the same is leased as is." 17. Abandonment by Lessee. The LESSEE agrees that, should the LESSEE breach this lease and abandon the premises, this lease shall continue in effect so long as the LESSOR dess not terminate the lease or the LESSEE's right to possession. The LESSOR may enforce all of its rights and remedies under this lease. Further, the LESSOR need not mittigate its damages in the event the LESSEE abandons the Premises and the LESSEE hareby expressly agrees to make the LESSOR whole in accordance with the LESSOR sease.

18. Hazardous Materials Claims. The LESSEE shall transdately advise the LESSOR in writing of:

a) Any and all actual, alleged or threatened discharge, dispersal, release, escape, disposal or presence of pollutants or Hazardous Materials on, under or about the Premises, except such discharge, release or presence done in attrict compliance with all applicable Hazardous Materials laws and used by This LESSEE on the Premises in connection with the uses permitted by this lease.

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- b) Any and all enforcement, clean up, removal, mitigation, remediation or other governmental or regulatory actions instituted, contemplated or Dhreatened pursuant to any Hazardous Materials laws affecting the premises;
- ony third party against the LESSER or the Premises relating to damage, contribution, tost recovery, compensation, loss or injury resulting from any Hazardovs Naterials (the matters set forth in clauses (a), (b) and (c) above are hereinafter referred to as "Hazardovs Naterials Claims"); and
- d) The LESSER's discovery of any occurrence or condition on the Premises which could subject the LESSER, LESSOR of the Fremises to any restrictions on Ownership, occupancy, transferability or use of the Premises under any Hazardous Materials Laws.

All Hozardous Meterial Claims shall be promptly investigated, and stappropriate remediated by an enviconmental consultant selected by the LESSEE and approved by the LESSEE, who shall perform all investigations. Sampling and tests to the reasonable setisfaction of the LESSER. The LESSER shall have the right to join and participate in as a party if it so electe, any settlements, remedial actions, legal proceedings or actions inflated in connection with any Hazardous Materials Claims. The LESSER may participate in the Lowestigation either directly or contractors, and shall have access to all histometrion, raw date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, contractors, and shall have access to all histometrion, and date, continued and toes resoluting to potential liability under the series of the ESSEE is liability for such damage or injury to the extent permitted by a court or otherwise agreed to by the LESSEE. The LESSEE shall require the Developer, the Sub-lessee in the present of the present of the action of the base, generation, manifacture, creatment handling, refining, production, processing, storage, release, threatened release, including which the LESSEE, operations of the Premises, and the preparation and landementation of the Premises, and the preparation and landementation of the Premises, and the preparation and and landementation of the Premises, and the preparation of any closure, remedial or other required plans.

19. Dispute Resolution Except as otherwise expressly provided in this Lease, all disputes between the LESSER and the LESSES under this lease shall be subject to the provisions of of the this paragraph 60.19.

any dispute under this lesse shall deliver to the other a written notice of the dispute, which notice shall deliver to the other a written explanation of the alloged dispute or matter for resolution ("Dispute Notice") Pollowing the delivery and receipt of the Dispute Notice. In garties shall attempt, in good faith, to resolve such dispute

D) Submission to the Commission Chairman and Chairman of the HPFA Board of Directors. If, after the fitteearth (15th) calendar day following the delivery of the Dispute Notice, the parties have and peen able to resolve the dispute which is the

writing, a meeting between the Commission Chairman and the Chairman of the HPPA Board of Directors (\*HPHA Chairman, \*Chairman of the HPPA Board of Directors (\*HPHA Chairman,\*). Within 48 hours following the receipt of said request, the pâties shall schedule a meeting between the Commission Chairman and the HPPA Chairman, or their designess, which meeting shall take place as soon as practicable, but not later than 30 days following the request for such meeting.

and the LESSEE shall present their opinions with respect to the subject matter of the disputes and the cause of the said dispute for resolution to the Commission Chairman and the HPHA Chairman for their designees) and respond to questions.

(2) Decision. The Commission Chairman and the HPHA Chairman (or their designess) shall thereupon render a decision with regard to the dispute.

c) Governor's Decision, Should the Commission Chairman and the HPHA Obstanan, or their designees, fall to Agree, the matter will be submitted to the Governor for resolution.

dispute in the manner set forth in this paragraph 19 shall be binding on the LESSOR and the LESSEZ, The decision of the dovernor shall constitute a final determinetion of the matter, and shall not be appealable or otherwise subject to court challenge.

20. Hawaii Law. This lease shall be construed, interpreted, and governed by the Laws of the State of Hawaii.

Exhibits - Incorporation in Lease. All exhibits releaved to are atteached to this lease and are doemed incorporated by reference.

22. Partial invalidity. If any term, provision, covenant or condition of this lesse should be held to be invalid, void or unenforceable, the remainder of this lesse shall continue in tull force and effect and shall in no way be affected, impaired or invalidated thereby.

23. Special Conditions. Upon termination of the lease, all on-site building improvements shall revert to the LESSOR, free and citer of all lines and defects.

IN WITNESS WHEREOP, the parties hareto have caused these presents to be executed as of the day and year first shows written.

State of Hawaii DEPARTHEND OF MANAIAN HOME LANDS

By Micah A. Kane, Chairman Hawaiian Homes Commission

LESSOR

APPROVED BY THE HAMALIAN HOMES COMMISSION AT ITS ADOUGHT 19, 2008 MEETING

APPRIAVED AS TO FORM:

Deputy Attorney General State of Hawaii

State of Hawsii
Department of Human Services
Hawaii Fublic Housing Authority
Clarketer

LESSEE

Deputy Attorney State of Hawaii

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU ) SS:

On this 18th day of November, 2008, before me appeared MICAM A. XANE, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Hawaiian Homes and acknowledged to me that he executed the same freely and Commission and the person who executed the foregoing instrument voluntarily for the use and purposes therein set forth.



Notary Public State of Hawaii

My commission expires: "/21/12 Print Name of Notary Public ABIGAIL L. TUBERA

# Pagen: /2. Fint. Circuit 11/18/18

Horary Name: Abinal L. Tubata
Doc. Description: GL 283 Schuler
Dout 4 14 Addic Hos. Bulliost

STATE OF HAMALI

CITY AND COUNTY OF HONOLDLU

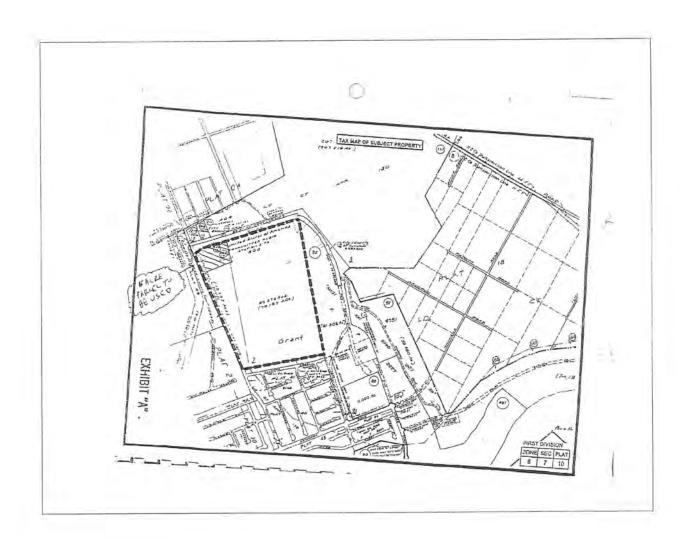
the corporation by suthority of its Board of Directors, and the Hawaii Public Houteing Authority and signed on behalf of the officer acknowledged the instrument to be the free act On this 18th day of December, 2008 before me appeared Chad K. Taniguchi to me personally known, who being by me duly sworn, did say that he is the Executive Director of and deed of the corporation



My commission expires 7/24/12. Notary Public, State of Hawaii Souther Uller Michelle Y Yen

Dos Dets. 120 0 Pages. 12.
Michaele Y, Kim.
Michaele Y, Kim.
Michaele Y, Kim.
Darker, Gradie (120/k. 140 28)
Talk. (11,5-7-10,47) 12/15/05 Date 8/24/12 NOTARY CERTIFICATION Mosey Signatura My Commission Expires:

XX



#### STATE OF HAWAII

# DEPARTMENT OF HAWAIIAN HOME LANDS

October 15-16, 2018

To: Chairman and Members, Hawaiian Homes Commission

Front; Peter "Kahana Albinio, Jr., Acting I.MD LDD Administrator KA

Norman L. Salamoto, LDD Administrator PV SqLOWY TO

Subject: Approval of one-year Lease Extension, General Lease No. 283, Hawaii Pubite Housing Authority - Ulu Ke Kukui Transitional Housing Program, Walanze, Oaitu, TMK (1)87010030 (por.)

## RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approve a one-year lease extension of General Lease No. 283 to the Hawaii Public Housing Authority (HPAA), to allow the department time to promulgate administrative teles related to multi-fernity housing, and to solicit for a developer and/or new operator, saliged to the following conditions:

- The term shall be extended for an additional one (1)-year period, commercing November 25, 2018 and expiring November 24, 2019;
- The term may be extended for additional terms in six-month increments.
- All other terms and conditions of General Lease No. 283 shall continue and remain in full force and effect; and
- The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

#### LOCATION

Waianae, Oalin identified as portion of Tax Map Key (1) 87010030.

AREA

Approximately six acres

DISCUSSION

ITEM NO. F-2

Exhibit B Item No. F-3

General Lease No. 283 (See Exhibit "A") was awarded to the State of Ilawaii Department of Human Services, Hawaii Public Housing Authority, a State of Ilawaii agency as Lessee, filed in the Office of the Department of Hawaiian Home Lands, and approved by the Hawaiian Homes Commission on August 10, 2008, for a term of ren (10) years commerciaing on Detober 16, 2008. The lease term was subsequently amended to commence on November 25, 2008 up to and including Noyember 25, 2008.

The following are pertinent information on GL No. 283:

General Lessner: State of Hawain Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency

Location: Waianae, Island of O'aliu

Fax Map Key No.: (J)87010030 (por.)

Land Aren: 6.0 Acre.

Term: 10 years; 11/25/2008 - 11/24/2018

Annual Rental: Grads

Character of Use: Transitional Housing and community center project

General Lease No. 283 was issued to HPHA for a transitional and affurdable housing project to Waitane, Oalu, covering an area of approximately set (6.0) acres, more or less of an 89-acre parcel sometimes referred to as the former Voice of America site. The current lease term expires on November 24, 2018, but provides for an extension of the lease period by mutual written agreement.

vovemeer 44,2018, but provides for an extension of the fease period by mutual written agreement, in January 2018, DHJH, requested HPHA confirm whether they intended to request an extension of the lease term (EAbible B). On May 3, 2018, the Department of Human Services responded that they agree to a three-year extension (EAbible C). In a subsequent conversation, they have agreed that a one-year extension would be appropriate.

The proposed extension of the General Lease would afford DHHL time needed to complete the rule making process for multi-family homested leases and renats, and to issue a Request for Proposals (RFP) for future use of the facilities by DHHL. Exhibit D is an approximate timeline illustrating how the two processes would proceed along parallel tracks.

DHHL is preparing a beneficiary survey to determine the best long-term use for the property. Herns in be considered include: beneficiary demand for multi-family hornestead tensor analor rerula utilist; estimated includes an endinemence amounts for potential brovefs/lessees, estimated retris based on operating and maintenance expenses; subsidies available to reduce retult; and uses for the classroom, kitchen, and office facilities, Based on the information gathered. DHLL will make a recommendation to the HIC whether the residential units should be sold with a hornestead lesses or made available to beneficiaries as retural units. DHIIL would then issue a RFP incoordingly.

ITEM NO. F-2

If DHH, takes possession upon expiration of the current lease term in November, important services to the public would be terminated, and the facilities would be subject to vandalism and lack of maintenance until a developer/operator is selected and contracted.

### RECOMMENDATION:

The Land Management Division and Land Development Division respectfully requests approval of the motion as stated

After Recordation Return by: Mail (X) Pickup ( ) To-

Kaipo Duncan, Jand Agent Land Management Division Department of Hawaiian Home Lands P.O. Box 1879 Honolulu, HT 96805

STATE OF HAWAIIAN HOME LANDS

GENERAL LEASE NO. 283

perween

STATE OF HAWAII

DEPARTMENT OF RAWALLANDS

and

STATE OF HAWAII

MAMAII PUBLIC HOUSING AUTHORITY

covering

HAWAIIAN HOME LANDS

Walance, Hawaii

TAX MAD NAY No. (1)8-7-10:007 (port)

Exhibit "A" Item No. F-2

(TEM NO. F-2

### DEFARTMENT OF HAWAIIAN HOME LANDS STATE OF HAWAII

## GENERAL LEASE NO. 283

18 #

Detected DRP (2008, Date effective beloging 16 2-60°), by and between the State of Hawaii, by its preparentary Of Hawaiian Hobe Lahms, whose principal place of Lusiness is 31-5420 Kapolei, Bawaii 95707, and post office address is 2. 0. 90x 1879, Knowlulu, Hawaii 95805, herstanders is 2. 0. 30x 1879, Knowlulu, Hawaii 96805, herstanders also 4 Lasasis, Department of Human Services, Hawaii Public Nousing Authority, whose halling address is 1000 Worth School Street, Honolulu, Hawaii 56817

bereinafter called 'LESSEE.

## 

WHENEAS, under section 204(a)[2] of the Hawaiian Homes Commission Act of 1920, as amended "Act"; and sertion 10-4-1 of the Hawaii Administrative Rules, as amended, the Department of Hawaiian Home Lands, as URSSON, is authorized to dispose of available lands nor required for leasing to netive Hawaiians under section 207(a) of the Act by lease on the same terms, conditions, restrictions, and uses applicable to the disposition of public lands pursuant to Chapter 171, Hawaii Revised Statutes

WHEREAS, the LESSOR has determined that the land described below is not immediately needed for lessing to needed the Hawailans;

WHEREAS pursuant to section 171-95, RAS, the LESSOR may lease lands by direct negotiation, and without recourse to public auchion to government agencies for berms up 19, but not in excess of 65 years, at such rental and on such other texts and conditions as the Hewalian Homes Commission ("Commission") may determine: and WREREAS, the LESSEE has requested a lease of Bawaiian fone lands in Walende, island of Oaku to construct and operate a translational housing project and community center, it furtherance of Governor Linda Lingle's energency proclamation to assist with the current homeless studicion on the Geeward coast, and

WHEREAS: the ARESOR has determined that leasing this land to the ARSSEE and assign the ARSSEE in giftchusting its purpose, and be of benefit to the LESSOR'S beneficiaries: and

WAZREAS, the LESSOR has determined that this lease satisties the requirements of the Act.

NOW THEREPURE, in consideration of the terms, covenants and conditions herein contained, all on the part of the LESSER to be kept, observed and performed, does lease to the LESSER, and the LESSER does Lease from the LESSOR, the premises located at Waisnes, island of Oabu, Rawaii, Tax Map Key No. (1) 8-7-10:07 (portion), comprising of approximately six (6) acres of Bawaian Home Lends, shown on the map marked Exhibit "A," attached hereto and made a part heretof the performance of the following renervolutions.

## (1) Minerals and waters.

a. All minerals as hereinafter defined, in, on, or under the Premises, and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such ground as may be required for all purposes responsibly extending to the mining and removal of such minerals by any means whatsoever, including strip mining, 'Minerals,' as used herein, shall mean any or all oil gas toal, phosphere, sodium, suthbur ion, titanium, gold, silver, bauxite, bauxith cley, disspore, botharter laterite, phobsite, alluding, all ores of aluminam and, without limitation thereon, all other mineral substances and ore decosite, whether solid, questous or liquid, including all geothermal resources, in, on, or under any land, fast or submerged; provided that minerals shall not include stad, gravel, rock or other materials shitchle for use and when used in road construction in furtherance of the LESSEE's permitted sputivities on the demised Premises and not for sale to others.

b. All surface waters, ground waters, and weter systems, appurtement to the Premises and the right on its own behalf or through persons authorized by it, or capturer divert or impound the same and to occupy and use so much of the demised Francisc as may be required in the exercise of this right

C. As a condition precedent to the exercise by the LESSOR of any rights reserved in this paragraph 1, just compensation shall be paid to the LESSEE for any of the LESSEE's improvements taken which amount is to be determined to the manner set forth in paragraph 1.

(2) Frebistoric and distoric remains. All predistoric and historic remains, including Without Instanton pleads, objects or specimens, if any, which may be on the Premises together with the right at all lines to enter the Premises to purpose of

searching, exploring for and conducting research on objects, antiquities and specimens, or Hawalian or other ancient art or handicast or predistoric, historic or archeological interest, and removing the same for preservation.

of the Premises for any public purpose (including but not limited to agricultural park development), and also reserves the right to withdraw any portion of the demised Premises for other than a public use, which demised Premises for other than a public use, which demised Premises for other than a public use, which demised Premises for other than a protion not withdrawn shall also be an economic unit, provided, that, the portion not withdrawn shall also be an economic unit, provided, that, the portion not withdrawn under this paragraph 3 shall be exercised only after a michann one (1) years prior written notice is given to the LESSEE. The LESSEE will be entitled to compensation for those improvements made by the LESSEE on any portion of the premises withdrawn which have been approved by the LESSER is an amount each to the proportional that it bears to the unspired term of the least provided, that the LESSEE may, in the alternative remainder of the demised bremises occupied by the LESSEE.

'TO HAVE AND TO HOLD the same, together with all improvements, rights, easements privileges and appurtenances belonging or appertenance to the LESSEE for the terms as defined below, unless the term shall be sconer terminated as provided in this lease, the LESSEE yielding and paying therefore all taxes, rotes, assessments, and other charges mereunder payable by the LESSEE withing the term as provided in the lease, on the following terms and conditions:

- years, connecting on the 16th day of October 2008 up to and including the 15th day of October 2008 up to and including the 15th day of October 2018 unless sooner learningted as hereinefter provided. This start date may change claim up to the date that MESORS receives ownership to the subject property. In the event of changes the end date will change accordingly to provide for a period of ten (10) years prior to the expiration of this losse, the parties may extend the least period by mirror written agreement.
- Rent. The rent for the entire term of this lease shall or gratis.
- 3. Use. The LESSER shall use the Premises for the 80-unit +VILLages of Mail! translatonal Housing and community center project.

4. Quiet enjoyment. The LESSOR covenants and agrees with the LESSEE that, upon the LESSEE's observance and performance of the zequivod terms, covenants and conditions contained in this lease. The LESSEE shall and may have, hold, possess and enjoy the Premises for the term of the Lesse, without hindrance or interruption by the LESSOR or any other persons lawfully claiming by, through or under it.

5. Utility services. The LESSEE shall pay, or cause to be paid, all otherges, duties, tates and, other outgoings of every description, including water, esewer, uss, refuse collection, relocation of utility poles and lines or any other charges, as to which the Premises or any part, or any approxements, or the LESSOR or the LESSEE may become liable for during the term, whather assessed no or payable by the LESSOR or the LESSEE.

LESSEE may request an assemble for utility essements. (a) The LESSEE may request an assemble for utility purposes or relocation of an existing utility dessement, and, if so approved by the LESSOR, the LESSEE shall pay all costs related to the issuance and instellation of a new utility easement or relocation of an existing utility easement or relocation of an existing utility easement or relocation of the LESSOR style style or relocate existing utility easement or relocation the resonance or relocate existing utility easement with the LESSEE's sproud, provided that the listance or relocation the resonance or relocation of an existing easement, unless the easement or relocation of an existing easement, misses the isonance or relocation of an existing easement, misses the company, in which case the utility company in which case the utility company shall pay all related

7. Sanitation, etc. The LESSEE shall keep the premises and improvements in a strictly clean, sanitary and orderly condition:

8. Waste and unlawful, improper or offensive use of premises. The LESSEE stall not strike or omnit, sifes or prints no the commit ted any waste, nuisance, strip or inclawful, improper or offensive use of the Premises, or my part thereof, nor, without the pioto written consent of the LESSER, nut down, remove or destroy, or suffer to be cut down, removed or destroy, or suffer to be cut down, removed or destroyed, him

9. Compliance with lews. The LENSES shall, if applicable, comply with the requirements of any manishal, state and fedoral authorities and observe all manishal ordinances and state and fedoral statutes applicable to the granises.

- 19. Inspection of premises. The LESSES will permit the LESSOR and its agents, at all resonable times do as to cause as little interference with the LESSER's use of the Zremises as is reasonably possible, to enter into and upon the Premises to inspect and examine the same and determine the state of repair and condition thereof, including, without limitation, the right to inspect the LESSER's records regarding compliance with all
- il Lessor's approval of improvements. The LESSER shall not be any time during the term construct, place, maintain and install on the Premises any building, structure or improvement of any kind and description except with the prior written consent of the ESSER and upon those conditions the LESSER may ambte nonstructural at leverations not exceeding Twenty-Five Thousand Dollars 1925,000.00) in cumulally costs per alteration during the term of this lease without the LESSER consent. The LESSER plus and these improvements multil the expiration or termination pursuant to a beach of the Lessor.
- 12. Repairs to improvements. The LESSEE shall at its own expense, Keep, regair and maintain all buildings and other improvements now askiting or heroafter constructed or installed out the Premise in Good order, condition and repair, reasonable wear and Ceal excepted.
- dasignments, etc. The LESSES shall not transfer or operation this lease on any interest, either voluntarily or by operation of les, my unauthorized transfer or assignment shall be null and void provided that, with the prior written approval of the LESSOR, the assignment and transfer of this lesse or any portion thereof may be made if it is to the governmental or componer successor of the LESSES.
- 14. Sublecting. The LESSEE shall not rem. or quirtue the whole, or any port of the Plenksee sacept to thick non-profit organizations charing common quals and serving stating factors for the LESSEE, and with the prior written approved of LESSEN.
- If this paragraph is violated, the LESSES snall relinguish all sublease tents collected from the Premises.
- or this lease, the LESSES what peared of, or at earlier termination of this lease, the LESSES what peareman with all buildings and other limprovements of whitever volume or name, now or hereafter effected or placed upon the pearement of the pea

expiration, termination, and/or revocation of this lease, fail to remove any and all of its personal property from the Preminass property from the Premises and other deem the property abandous and dispose of the property or place the property in storage at the case and expense of the LESSE, and the LESSE, and the LESSE does agree to pay all costs and expense for the disposal, removal, and/or storage of the personal property.

16. Non-warranty. The DESSOR does not warrant the conditions of the Premises, as the same is leased as is."

the LESSEE breach this lease. The LESSEE agrees that, should the LESSEE breach this lease and abandon the premases, this lease shall continue in effect so long as the LESSOR does not terminate the lease or the LESSEE'S right to possession. The LESSOR may enforce all of the rights and remedies annown this lease. Purther, the LESSEE whith some things and elements as under this lease. The LESSEE abandons the Permissa and the LESSEE hereby expressly agrees to make the LESSER whole in accordance with the terms of this lease.

18 Hazardous Materials Claims. The DESSEE shall immediately advise the 18850R in writing of:

discharge, dispersal, release, escape, disposal or presence of pollutants or Razardous Materials on, under or presence of Premises, except such discharge, release or presence does not strict compliance with all applicable Hazardous Materials Laws and used by The LESSING on the Premises in connection with the uses permitted by this lease.

antigation, remediation or titler governmental or regulatory ections instituted, confamplated or threatened pursuant to any Bazardous Manarials laws affecting the premises:

- any third party against the LESSES or the Premises relating to damage contribution, most recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the half of above are harmatter referred to as the matterials claims"); and
- d) Whe LESSE's discovery of any occurrence or condition on the Premises which could subject the LESSER LESSOR or the Premises to any restrictions on awnership, occupancy transferability or use of the Premises under any Hezardous Anierials Laws.

All Rezardous Material Claims shall be promptly investigated, and, if appropriate, reneflated by an environmental consultant selected by the 1855ES and approved by the 1855ES, who shall perform all investigations, sampling and rests to the reasonable settsfaction of the LESSOR, sampling and rests to the resonable settsfaction of the LESSOR, sampling and rests to the right to join and participate in, as a party if it so elects, any settlements remedial actions, legal proceedings or actions inficated in connection with any Hazardous Materials Claims. The LESSOR may participate in the investigation either directly or through one or more designated agents, amployees, consultants or contractors, and shall have access to all information, raw data, optinous and cast results generated by the investigation. With respect 25 (Heartonia Materials), the LESSER shall be responsible for demages and injury or potential liability under this Section 25 (Heartonia Materials), the LESSER shall be responsible for such demage or injury has been determined by as court or otherwise agreed to by the LESSER. The LESSER shall pay for such demage or injury has been determined by as court or otherwise agreed to by the LESSER shall require the distributable to the top extent the Sub-lesses, the stabling of the LESSER or other such processing, storage, release, three stablesses, and the LESSER shall require the attributable to the use, generation, manufacture, treberse, threatened release, discharge disposal or presence of faractous materials, on under or about the Fremises by or through the LESSER. Developer, and/or sub-lesses, and/or sub-lesses, and/or sub-lesses, and/or sub-lesses, and the preparation and implementation of the Fremises and the preparation and implementation of the Fremises.

19. Dispute Resolution. Except as otherwise expressly provided in this Lease, all disputes between the LESSOR and the LESSOR and the trial lease shall be subject to the provisions of C7 for this paragraph @@. 19.

an Motice. The party seeking relief or resolution of any dispute under this lease shall deliver to the other a written notice of the dispute, which notice shall provide a detailed explanation of the alleged dispute or matter for resolution ("Dispute Notice"). Following the delivery and receipt of the Dispute Notice, obe parties shall attempt, in good faith, to resolve such dispute.

b) Submission to the Commission Chairman and Chairman of the HPBA Board of Directors. If, after the fifteenth  $(15^{13})$  calendar day following the dailvery of the Dispute Notice, the parits have not been able to resolve the dispute which is the

subject of the Higgire Notice, either party may request in writing, a meeting between the Commission Chairman and the Chairman of the HERA Board of Directors Fight Chairman's Mittin 48 hours following the accepts of said request, the parties shall schedule a meeting between the Commission Chairman and the HERA Chairman, or their designees, which meering shall take place as soon as practicable, but not laker than 30 days following the request for such meeting.

and the LBSSEE shall present their opinions with respect to the subject matter of the disputes and the cause of the said dispute for resolution to the Commission Chairman and the HPRE Chairman (or their designees) and respond to questions.

(2) Decision. The Commission Chairman and the HPRA Chairman (or their designees) shall thereupon render decision with regard to the dispute.

Chairman and the HPRA Chairman, or their designees, fail to agree, the matter will be submitted to the Sovernor fer resolution.

d) Devision Binding. A decision or resolution of any dispute in the manner set forth in this paragraph 19 shall be binding on the LESSOR and the LESSER. The decision of the Governor shall constitute a final determination of the shall not be appealable or otherwase subject to court challenge.

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30. Hawaii Law. This lease shall be construed.

21. SAbibits - Incorporation in Lease All exhibits referred to are attached to this lease and are deemed incorporated by reference.

22. Partial invalidity. If any term, provision, coverant or condition of this lease should be held to be invalid, void or unestorcable, the remainder of this lease shall continue in full force and effect and shall in on way be affected, impaired or invalidated thereby

23. Special Conditions. Upon termination of the lease all on-site building improvements shall revert to the LESSOR free and olear of all liens and defects.

IN WINESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

State of Hawaii DEFARMADY OF HAWAITAN HOME LANDS

Micah A. Kane, Chairman Hawaiian Homes Commission

LESSOR

APPROVED BY THE HAMALIAN HONGS COMMISSION AT ITS MIGUST 19, 2008 MEETING

VED AS THE FORMS

Deputy Attorney General State of Hawaii

State of Hawaii DEPARTMENT OF HORN SSEUTICES HAWAII PUBLIC HOUSING AUTHORITY

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LESSEE

STATE OF HAWAIL

CITY AND COUNTY OF HONOLULU

On this 18th day of November, 2008, before me appeared MICAH A. KANE, to me personally known, who, being by me duly and acknowledged to me that be executed the same freely and sworn, did say that he is the Chairman of the Hawaiian Homes Commission and the person who executed the foregoing instrument voluntarily for the use and purposes therein set forth.



Notary Pyblic, State of Hawaii ABIGAIL L. TUBERA FAUL MIL

My commission expires: "full; Print Name of Notary Public

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STATE OF HAWAII

CITY AND COUNTY OF HONOLDED

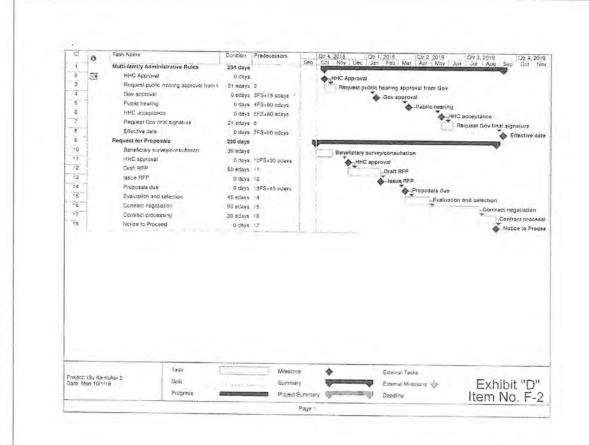
On this 18<sup>th</sup> day of December, 2008 before me appeared Chack. Taniquehi to me personally known, who being by me duly sworn, did say that he is the Executive Director of the Hawaii Public Housing Authority and signed on behalf of the corporation by authority of its Board of Directors, and the officer acknowledged the instrument to be the free act and deed of the corporation.



Souther When

Michelle Y Mys
Notary Public, State of Hawaii
Wy commission expires: \$\frac{1}{2}\frac{1

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LALAN L. TEVTESTI C. SCHENCES

DESCRIPTION OF TANK

WILLIAM J. ARA. JR.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
INDEALL HAWAII HOM

January 4, 2018

Hakim Ouansafi, Executive Director Hawaii Public Housing Authority

To:

Ulu Ke Kutui Transitional Housing and Community Center General Lease No. 283, Waisrae, Ochs, TMK (1) 8-7-10: 007 (por.) Johne M. K. Masagatani, Chairman property 6 Hawaiian Homes Commission Subject

General Lease No. 283 was issued to Hawaii Public Housing Authority to construct and operate a transitional housing project and community center on an approximately six-acte goriton of Havaina Home Lands in Walance, other. The lease expires on November 24, 2018, but contains a provision for extension of the term by mutnal written agreement. Department of Human Services, Houndess Program Office contracted with Alternative Structures International (ASI) to operate the site as a Transitional Housing Program, known as Ulu Ke Kukui, for borneless families with minor dependant eluluten. ASI has informed us "that the State Homeless Program's Office seems to prefer that DAHLI leane directly to ASI. ... This means that it would not be an extension with HPHA/HPO, but directly with ASI."

Since the lease was issued purguant to section 171-95, Hawaii Revised Statutes which authorizes the leasing of State lands by direct negotiation, and without recourse to public auchion, to government agencies, a bansier and extension to a non-government entity would not be permissible. Please confirm that Hawaii Public Housing Authority does not intend to request an extension of the lense term. Should you have any questions, please contact the at 620-5501, or your staff may call Darrell Ing, Project Manager at 620-9276.

c: Alternative Structures international

Exhibit "B" Item No. F-2

DANSEN, KER



CATH BITTS

TOWNS LOOK

DEPARTMENT OF HUMAN SERVICES # D. Rox 339 Henshill, Heward 96529 (B33

May 3, 2018

Ms. Jobie M.K. Masagatani

Department of Hawaiian Home Lands

94-230 Leokane Street

Walpahu, HI 96797

Dear Chair Masagatani:

I am writing in regard to General Lease No. 283, which was issued to the Hawaii Public Housing. Authority ("HPHA") to construct and operate a transitional shelter project and community center. on Hawaiian Home Lands in Walanae, Oahu, located et Tax Map Key (1) 8-7-10:007. HPNA has requested the input of the Department of Human Services ("DHS") in regard to a notential extension of the lease agreement with the Department of Hawaiian Home Lands ("DHHL"), which is set to expire on November 24, 2018. DKS currendy contracts for homeless services at this location. After consultation with the DHS Homeless Programs Office, DHS agrees to a three-year extension of the lease, not to exceed showmber 24, 2021. If you have any questions regarding this letter or DHS homeless services at this location, please contact Harbid Brackeen III, Homelozs Programs Office Administrator, at (808) 586-7072.

Sincorely,

Buchas Blant Pankaj Bhanot Director Hawaii Public Housing Authority

AN EDUAL DEPORTUNITY ABENCY

Exhibit "C" Item No. F-2

AFTER RECORDATION RETURN BY MAIL () PICK-UP()

Affects Tax Map Keg No.: (1) 5-7-010:007 (por.)

DEPARTMENT OF HAWAIIAN HOME LANDS LESSOR. SECOND AMENDMENT TO GENERAL LEASE NO. 283

STATE OF HAWAD
HAWAII PUBLIC HOUSING AUTHORITY
LESSEE

Exhibit "C" Item No. F-3

# STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS SECOND AMENDMENT TO GENERAL LEASE NO. 283

THIS SECOND AMENDMENT TO GENERAL LEASE NO. 283, dated this \$\frac{\sqrt{\sqrt{\text{Gay}}}}{\sqrt{\text{Gay}}}\$ and between the State of Hawaii, by its DEPARTMENT OF HAWAIIAN HOME LANDS, beeninder "LESSOR," whose principle place of business is 91-5320 Kapolet Parkway, Kapolet, Hawaii, and whose unifing address is P. O. Box 1879, Honoldin, Hawaii 96805, and State of Hawaii, DEPARTMENT OF HUMAN SIERVICES. HAWAII FUBLICH COUSING AUTHORITY, a polible body and body corperions and politic of the State of Hawaii, and whose address is 1002 North School Street, Houoldin, Hawaii, whose maining and business address is 1002 North School Street. Houoldin, Hawaii 96817, hereinafter "LESSEE," collectively the "PARTIES." and amends that certain:

Department of Hawaiian Home Lands' General Lease No. 283, dated December 18, 2008, but made effective October 18, 2008, between the State of Hawaii, by its Department of Hawaiian Home Lands, as Lessor, and the State of Hawaii, by its Department of Human Slawaiian Home Lands, as Lessor, and the State of Hawaii by its Department of Human Slavaices, Hawaii Public Housting Authority, (See Exhibit "A") as Lessoe, unrecorded, which said General Lease was amended on the December 18, 2008 in which the document reflects that the fort (10) year term commence effectively us of November 23, 2018 and terms provide, unrecorded.

WHEREAS, LESSOR agrees to grant a one (1) year extension so that the aggregate of the original ten (10) year term and the extended term span a total of eleven (11) years.

NOW THEREFORE, for and in consideration of the foregoing and mutual covenants, forms and conditions becluster provided, the parties, for and on behalf of themselves, their successors and sistins, do hereby agree to annual General Losse No. 283, as previously anneathed, is follows:

- A one (1)-year lease extension is granted to afford LESSOR the time medded to (1) complete the rule risking process for multi-family homestead leases and rentals, and to (2) issue a Request for Proposals (RPP) for times use of the facilities. Eachbit "C" is an approximate timeline illustrating how the two processes would proceed along parallel timeks.
- The term of the Lease shall now expire on November 24, 2019, unless somer terminated as the Lease terms provide.
- This Second Amendment to General Lease No. 283 shall be effective upon full execution by both Paries.
- The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promete the purposes of the demised, premises.

3rd Amendment to GL, No. 283

LESSOR LESSEE IN WITNESS HEREOF, the puries hereto have caused these presents to be executed as of the day and year first above written. 2" Amendment to GL, No. 289 State of Hawaii DEPARTMENT OF HAWALLAN HOME LANDS State of Hawaii HAWAII PUBLIC HOUSING AUTHORITY By Choire M. M. Masagadhi, Chairman Hawaiian Hornes Commission By - Tul ( (4 Hakim Ouansali Title: Executive Director APPROVED AS TO FORM. APPROVED AS TO FORM: Deputy Attorney General State of Hawaii Deputy Attorney General State of Hawaii 2" Amendment to GL No. 283 All other terms and conditions of General Lease No. 283, as previously amended, shall continue and remain in full force and effect. (REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS)

JOSH GREEN LT. GOVERNOR STATE OF HAWAII



WILLIAM J. ATLA, JR
CHARMAN
HAWAIIAN HOMES COMMISSION

TYLER I. GOMES DEPUTY TO THE CHARMAN

#### STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

P. O. BOX 1879 HONOLULU, HAWAII 96805

November 19, 2019

To: Hakim Ouansafi, Executive Director

Hawaii Public Housing Authority

From: William J. Aila Jr., Chairman

Hawaiian Homes Commission

Subject: Villages of Maili Transitional Housing and Community Center

General Lease No. 283, Waianae, Oahu, TMK (1) 8-7-10: 007 (por.)

The Department of Hawaiian Home Lands (DHHL) issued General Lease No. 283 to Hawaii Public Housing Authority (HPHA) to construct and operate a transitional housing project and community center on an approximately six-acre portion of Hawaiian Home Lands in Waianae, Oahu. The current lease term expires on November 24, 2019.

In August 2019, DHHL issued a Request for Proposals for Redevelopment and Management of Ulu Ke Kukui Multi-family Housing Project. A single proposal was received prior to the September 20, 2019 deadline for submittals. Portions of the proposal require clarification from the offeror before staff can make a recommendation. On November 18, 2019, the Hawaiian Homes Commission approved a two-month extension to the General Lease to allow DHHL the time needed to complete the RFP process.

Accordingly, DHHL hereby offers a two-month extension of General Lease No. 283, to January 24, 2020. Please acknowledge acceptance by signing below.

Should you have any questions, please contact me at 620-9501, or your staff may call Darrell Ing, Project Manager at 620-9276, or via e-mail at darrell.h.ing@hawaii.gov.

Two-month extension of General Lease No. 283, to January 24, 2020 accepted.

Hakim Ouansafi, Executive Director Hawaii Public Housing Authority

#### HAWAIIAN HOMES COMMISSION JANUARY 27 & 28, 2020 KAPOLEI, O`AHU

#### G – ITEMS PLANNING OFFICE

#### STATE OF HAWAII

#### Department of Hawaiian Home Lands

January 27 - 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

Through: Andrew H. Choy, Acting Planning Program Manager

FROM: Gigi O. Cairel, Grants Specialist & Cairel

SUBJECT: FOR INFORMATION ONLY - Water System 101:

Technical, Managerial, Financial Capacity

#### RECOMMENDED MOTION / ACTION

None; For information only.

#### BACKGROUND

Water System owners are responsible to provide access to clean and safe drinking water for the protection of public health and safety

The Hawaiian Homes Commission (HHC) and the Department of Hawaiian Home Lands (DHHL) own and operate four water systems throughout the state.

- Ho'olehua Water System, Moloka'i
- · Anahola Farm Lots Water System, Kaua'i
- Kawaihae Water System, Hawai'i
- Pu'ukapu water system, Hawai'i (non-potable)

Three out of the four systems meet the definition of a Public Water system (PWS), thus are regulated by the Department of Health (DOH) for drinking water quality standards. DHHL personnel directly operate the Ho'olehua Water System. Operations for all others are contracted out to private entities. Of significance, DHHL contracted with Waimea Nui Community Development Corporation, a beneficiary-controlled nonprofit organization to operate the DHHL Pu'ukapu water system. The Ho'olehua system is the only DHHL-owned system that provides drinking water to beneficiaries, non-beneficiaries, and commercial accounts (Ho'olehua airport, US post office, schools, churches, businesses). As a publicly-regulated water system, DHHL is required to serve all users within the system's vicinity. The Ho'olehua system has 50 miles of distribution pipes within and

outside the homestead areas of Ho'olehua and Kalama'ula. One advantage for serving non-beneficiaries and commercial accounts is that DHHL can differentiate water rate charges between beneficiaries and non-beneficiaries. Without the non-beneficiary customers, DHHL would be financially operating the system at a greater loss. All other DHHL-owned systems are 100% located within homestead boundaries, so those systems provide water to beneficiaries only.

- Total number of water hook-ups: 874
  - o Ho'olehua 600 total consisting of 560 beneficiaries 560 and 40 non-beneficiaries/commercial accounts
  - o Anahola 75 beneficiaries, plus one emergency connection to Kauai County Department of Water
    - o Kawaihae 155 beneficiaries
    - o Pu'ukapu 43 beneficiaries
- Total beneficiary population served: 3,320 (approximately)

• Total Operating costs in FY 2016: \$1,500,000

• Income from customer water rates: \$ 600,000

• Total Trust Subsidy: \$ 900,000

These figures do not include funding for reserve accounts such as for emergencies and major capital improvements. Had reserve funds been budgeted, the annual total Trust subsidy would have been \$2.15 million per year.

More than 97% of the nation's Public Water Systems are small systems, meaning they serve 10,000 or fewer people. DHHL systems are considered very small by industry standards. Small systems face unique financial and operational challenges in consistently providing drinking water that meets US Environmental Protection Agency (USEPA) and DOH quality standards and requirements. Most common challenges for small water systems are:

- With a small customer base, small water systems struggle to financially break even while keeping customer water rates affordable.
- Another challenge for small systems is recruiting and retaining qualified certified operators and professionals to manage and operate the system.
- Small systems rely heavily on informal "mutual aid" agreements with neighboring jurisdictions such as share equipment.

One of the requirements from USEPA is that all water systems - large and small - must demonstrate Technical, Managerial and

Financial Capacity or "TMF" to manage and operate the system on a sound business plan. TMF Capacity enables water systems to have the capabilities to consistently provide safe drinking water to the public. Federal funders such as US Department of Agriculture Rural Development (USDA RD) require that the governing board of water systems "possess the necessary TMF capacity skills . . . it is recommended members receive training within one year of appointment and a refresher training for all governing members on a routine basis." In 2016 and 2018, DHHL applied for and was awarded over \$30 million in USDA RD funds for the following water system improvements projects: Ho'olehua water system (PWS 230), Moloka'i; Anahola Farm Lots water system (PWS 432), Kaua'i; and La'i 'Opua Village 4 Hema water (County PWS 131) /sewer/storm drain, Hawai'i. DHHL's last TMF training for the HHC was held at the June 2017 HHC regularly scheduled meeting.

#### TECHNICAL CAPACITY

Water systems are required to have properly licensed and certified operators (24/7) to operate and maintain the system so that it delivers safe, clean drinking water to customers. This includes maintaining all system components properly and in compliance with federal and state safe drinking water standards - from source to storage, treatment and distribution. Further, the system should have no "significant deficiencies" as determined by DOH

DHHL Water System	Operated by
Ho'olehua, Moloka'i	DHHL personnel
Anahola, Kaua'i	Contractor
Kawaihae, Hawai'i	Contractor
Pu'ukapu, Hawai'i	Contractor

#### Updates since June 2017

- For the Ho'olehua system, we gained one certified operator, bringing the total to two. The two operators are not dedicated full time to the water system. This puts DHHL at risk for meeting the bare minimum for 24/7 coverage for this water system. In 2018, the Department of Health recommended adding two more certified operators.
- DHHL contracted with the Waimea Nui Community Development Corporation (WNCDC), a beneficiary-controlled nonprofit organization, to operate the DHHL Pu'ukapu water system. Results so far include significant reduction in operations costs and increased response time to water leaks and beneficiary concerns due to WNCDC's local presence.
- DOH conducts periodic inspections called a "Sanitary Survey" for all regulated Public Water Systems throughout the state. In 2017 and 2018, the DOH sanitary surveys for all DHHL water systems received a determination of "no significant deficiencies." This is a tremendous achievement given that

- it took several years for DHHL to address and resolve all previous "significant deficiencies".
- In the Sanitary Surveys, DOH made several recommendations for both the Anahola and Hoolehua systems. For Ho'olehua, one recommendation is to add two (2) certified operators..
- With the recent loss of key staff who oversaw and coordinated DHHL water operations - both direct and contracted out - DHHL is vulnerable to falling back behind on the proper maintenance and care of the water systems. The staff person was also a certified operator.

#### MANAGERIAL CAPACITY

Typically, water systems have a manager to provide overall leadership and oversight of the water systems, make major decisions, and report to the governing body - similar to a department director for a County Water Department. The water manager oversees and manages all aspects of the water systems. Typical duties include hires and supervises personnel; oversees system operators; handles procurement/contracting; prepares the overall budget for each water system; engages in long-range planning, including major CIP; maintains asset inventory; and handles customer service.

DHHL continues to operate in a highly de-centralized structure - involving at least three divisions and three district offices. None of these divisions have staff dedicated 100% time to the DHHL water systems. This has resulted in a lack of accountability, transparency, and inefficiencies.

#### Updates since June 2017

- Conceptual concept to establish a Water Branch within DHHL was approved and initial documents were drafted - branch organization chart; branch function statement; position descriptions.
- Water Administrative Rules were drafted, Beneficiary Consultation completed, and approval secured from the Hawaiian Homes Commission on the draft rules.
- The department lost key staff who developed the HHC-approved Water Policy Plan (WPP) and oversaw and coordinated the implementation of the WPP.

#### FINANCIAL CAPACITY

Financial Capacity has to do with sound fiscal responsibility including budgeting, tracks expenses; prepares cost analysis and rate setting studies; customer water billings and collections; prepares financial statements; federal grants management and compliance.

#### Updates since June 2017

- In 2018, DHHL applied for and was awarded \$15 million in additional funds from USDA RD for the Hoolehua and Anahola water system improvements projects, bringing the total of federal funds to almost \$30 million.
- New HHC-approved increases to water rates were implemented for the DHHL-owned water systems.
- New Water Account Clerk position was created and filled in the DHHL Moloka'i district office for the Ho'olehua system.
- In lieu of establishing Cost Centers for each water system, DHHL Planning Office was granted access to the online Oracle accounting system to begin tracking and analyzing water system expenses. A "cost center" is a vital tool for managing and tracking water system budgets, revenue and expenses.

NEXT STEPS
Proposed Work Plan to be completed by December 2021

Objectives
<ul> <li>Satisfactorily address DOH recommendations from the DOH Sanitary Surveys, including the addition of two operators for the Ho'olehua system</li> <li>Incrementally increase DHHL operator time to at least 50% on water system operations, with the goal of reaching 100% time within four years</li> <li>Recruit personnel with experience, expertise and appropriate skill level to continue the functions of overseeing all four DHHL water system operations statewide - both DHHL operators and contracted operators</li> </ul>
Complete the water audits, per new State Rules
<ul> <li>Establish new Water Branch, includes increase staff with appropriate skills and expertise</li> <li>In lieu of the branch, formally establish an interim core team to be led by the Office of the Chair. This "core team" would be responsible to oversee all TMF capacity areas.</li> <li>Create an internal communications and work coordination protocol</li> <li>Conduct public hearings and secure Governor approval on Water Admin Rules</li> <li>Start construction on the USDA RD-funded projects</li> <li>Improve internal planning and coordination on future water system projects serving homesteads</li> <li>Customer education on DHHL water systems</li> </ul>

# Financial Complete Cost of Service and Rate Analysis studies Conduct orientation and training for staff - data entry and subject matter staff - on water system budgeting and expense tracking Produce financial reports for each water system Research new water billing software Develop strategy, including communications, to address water bill delinquencies Successfully utilize and manage the USDA RD federal funds

# RECOMMENDATION

None. This is for information only.

# STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

January 27 - 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

Through: Andrew Choy, Acting Planning Program Manager

FROM: Gigi Cairel, Grants Specialist Wain

Subject: For information only - US Department of Agriculture

Rural Development Water and Environmental Program

project financing

RECOMMENDED MOTION/ACTION

None; for information only.

# BACKGROUND

The Department of Hawaiian Home Lands (DHHL) owns and operates four (4) water utility systems statewide. All are potable water systems, except for the Pu'ukapu system on Hawai'i island.

- Ho'olehua water system, Moloka'i
- Anahola Farm Lots water system, Kaua'i
- Kawaihae water system, Hawai'i
- Pu'ukapu (non-potable) water system, Hawai'i

The Ho'olehua and Anahola water systems are over 80 years old and 30 years old, respectively, and are in need of major capital improvements. These systems suffer from inconsistent water pressure to homestead lots, high energy costs, leaks, and exposure to security threats and vandalism.

In 2016 and 2018, US Department of Agriculture Rural Development (USDA RD) Water and Environmental Program (WEP) awarded over \$28 million in federal loan and grant funds to improve the Ho'olehua and Anahola Farm Lots Water Systems. DHHL committed to over \$16 million. Today, the estimated project costs are \$44.3 million -\$31.3 million for Ho'olehua and \$13 million for Anahola. DHHL is expected to advance funds for the projects and USDA RD will reimburse DHHL with WEP funds. See Exhibit A.

At the November 2018 Hawaiian Homes Commission (HHC) meeting, an informational workshop and submittals (Items H-1 and H-2) were presented and included project descriptions, costs, and project financing packages. See Exhibits B and C.

#### DISCUSSION

# Anahola Farm Lots Water System improvements

# Project need

- · Aging infrastructure
  - o 0.5 MG steel storage tank has reached its useful life
    - Replace distribution lines, meters, backflow preventers, fire hydrants
- Inconsistent water pressure
- Improve system safety and security
  - o Emergency inter-tie with County water system is highly vulnerable to vandalism

# Project objectives

- Increase operational efficiencies and system reliability
- Replace the 0.5MG steel storage tank with a 0.5MG concrete tank
- Address water pressure issues by creating dual pressure zone areas
  - Repair/replace system components including distribution lines, fire hydrants, water meters and backflow preventers
  - Improve system safety and security, particularly at the emergency inter-tie with the County system

The project will not add new users to the system or expand the current service area beyond the existing homesteads in the Bay View residential subdivision and the Anahola Farm Lots.

# Ho'olehua Water System Improvements

# Project need

- · Aging infrastructure
- · Low water pressure
- . Un-accounted for water due to leaks
- · High energy costs to run the well pumps
- System components are inaccessible 24/7
- System is vulnerable to vandalism
- Maintenance building is inadequate to store water system equipment and supplies

# Project objectives

- Increase operational efficiencies and system reliability
- Reduce energy costs

- Achieve 24/7 access to system components
- Address water pressure issues
- Repair/replace system components
- Increase fire protection
- Improve system safety and security

The project will not add new users to the system or expand the current service area beyond the existing homesteads in Ho'olehua and Kalama'ula.

US Department of Agriculture Rural Development Water and Environmental Program

The USDA RD WEP provides funding for clean and reliable drinking water and waste disposal systems serving rural communities. The WEP program is widely used across the nation by rural towns and federally-recognized tribes, with populations of less than 10,000. But, in Hawaii, only DHHL, the County of Hawaii, and small, private homeowner associations have used WEP funds. USDA RD WEP is generally under-utilized in Hawaii, resulting in a reduction of federal budget allocations to the WEP over the years and WEP funds for Hawaii moved to other states with a waiting list of shovel-ready projects.

USDA RD WEP funds are used to serve the needs of current rural residents without access to safe drinking water and sanitary waste disposal systems. Consequently, new construction and lot development projects are usually not eligible for USDA RD WEP funds. But, in DHHL's case, USDA RD and DHHL reached an understanding that DHHL's planned, rural communities constituted a "virtual community" eligible for WEP funds.

USDA RD WEP funds are offered at very low-interest rates, up to a 40-year re-payment term and potentially funding 100% of a project using a combination of loans and grants. The combination of grants to loans depends on several factors, like borrower's ability to re-pay the loan, median household income of the project area, and the USDA WEP budget allocation for federal grant funds.

Congressional set-aside for USDA RD WEP grant funds for DHHL

Starting in federal fiscal year 2009/2010, Congress allocated \$5M per year to the USDA WEP budget for DHHL and residents of Hawaiian Home Lands (the DHHL Grant Set-Aside), then reduced to \$1 million per year and, finally, deleted from the USDA WEP budget. USDA RD informed DHHL that they do not have rules to award federal grant funds to fund all project costs with federal grant funds, except in certain locations and for emergencies.

Since 2008, DHHL partnered with Nā Kupa'a o Kūhiō (501c3 Nonprofit) to access the DHHL Grant Set-Aside. USDA RD awarded \$19 million to fund 7 water and sewer projects serving DHHL homesteads. For a complete and detailed list of projects and funding see Exhibit D.

After these projects were funded, DHHL learned that the DHHL Grant Set-Aside had accumulated to almost \$20 million, despite the funding of the 7 projects. DHHL then discovered that instead of using the DHHL Grant Set-Aside, USDA RD had used USDA RD National Office loan and grant funds and special funds from the American Recovery and Reinvestment Act (ARRA or "federal stimulus"). The only project funded by the DHHL Grant Set-Aside was the project for the DHHL Ka'ulu'okah'i homestead (formerly East Kapolei Increment IIB) of about \$1.5 million

In federal fiscal year 2015/2016, USDA RD informed DHHL that the \$5M annual grant set-aside was no longer allocated in USDA's budget and that the then \$20 million balance of the DHHL Grant Set-Aside would be "de-obligated" or returned to USDA RD and unavailable to DHHL. By federal statute, funds allocated but unspent after 5 years are de-obligated.

In 2016, DHHL submitted 3 applications (which included the DHHL Ho'olehua and Anahola water systems) to USDA RD to use the DHHL Grant Set-Aside. All applications were funded with the DHHL Grant Set-Aside in 2016, but \$3.6 million balance remained. USDA encouraged DHHL to apply for additional funds, so DHHL reevaluated project costs. In 2018, DHHL applied for and received a combination of loan and grant awards under WEP, which completely draws down the DHHL Grant Set-Aside. Because the 2018 awards were a combination loan/grant, USDA reverted to their standard program.

# Benefits and Challenges

Benefits for DHHL to use the USDA RD WEP program are as follows:

- Leverages State CIP and DHHL Trust resources (approximately 1.75 federal funds/ DHHL funds)
- Allows DHHL to implement improvements in a timely manner
  - o Improvements are needed to protect public health and safety, increase operational efficiencies, and help keep water rates affordable for beneficiaries

Challenges to implement the USDA RD WEP funds are many, including the following summarized in Table 1 below.

# TABLE 1 Challenges

Challenge	DHHL Response			
5-year Federal statutory limit to spend down funds	DHHL target to start construction by July 202			
<ul><li>2016 grant award expires 2021</li><li>2018 loan/grant award expires 2023</li></ul>				
WEP program rules has a prescribed order of priority on how funds are to be spent (1) DHHL contribution (2) USDA WEP Loan funds (3) USDA WEP Grant funds (2016) (4) USDA WEP Grant funds (2018)	DHHL will advance its own funds			
Interim construction loan	DHHL intends to self-fund construction.			
USDA WEP grant funds disbursed by reimbursement	DHHL may request to be reimbursed as frequently as monthly			
State versus Federal construction documents	DHHL and USDA negotiated final documents			
Federal loan documents	DHHL and USDA currently negotiating			

# NEXT STEPS

# Implement the USDA RD WEP Funds

WEP has a prescribed priority order on how project funds are to be spent and how USDA RD disburses WEP funds. For the DHHL projects, the following is the WEP prescribed order. Refer to Exhibit E for Anahola and Exhibit F for Ho'olehua.

- Priority 1 Applicant contribution (2016 commitment)
- Priority 2 USDA RD WEP Supplemental Loan (2018 award)
- Priority 3 USDA RD WEP Grant Set-Aside (2016 award)
- Priority 4 USDA RD WEP Supplemental Grant (2018)

It is DHHL's intent to fully utilize all WEP loan and grant funds. However, DHHL is aware that WEP has a stipulation that should there be remaining funds at construction completion, USDA may de-obligate such funds. Per WEP rules, any reduction in funds will be first applied to the oldest USDA RD grant award, which also happens to be the WEP Set-Aside. For the DHHL projects, the amount of un-used funds will be first taken out from the 2016 grant, then the 2018 grant. If there are more un-used funds, then WEP loan funds will be applied as an extra payment towards the USDA RD loan.

# Execute DHHL construction contracts

In 2016, USDA RD obligated only grant funds to DHHL, with a DHHL contribution of its own funds. USDA RD regulations required DHHL, as a state agency, to use its own State of Hawaii

construction documents as opposed to the federal standard construction documents. Only the Anahola Phase 1 project was bid out and contract executed in July 2018 using State of Hawaii documents. In September 2018, for both projects, DHHL was awarded additional funds in a combination of WEP loan and grant funds. USDA RD notified DHHL that the department was no longer exempted from using the Federal standard documents.

As of January 9, 2020, USDA RD concurred on a modified set of construction documents.

DHHL to negotiate, finalize and execute USDA RD WEP loan documents

In November 2018, HHC delegated authority to the Chairman to negotiate with USDA RD the final loan terms and conditions and to execute related loan documents. DHHL is currently reviewing the loan documents.

#### CONCLUSION

The department is in continuous communication with USDA RD to address these matters above and is working diligently and collaboratively to find mutually-agreeable alternatives. The primary benefit to accessing the USDA RD federal funds today is to leverage DHHL resources that would otherwise be used for new homestead lot development to address the applicant wait list. Total federal funds for these two projects is \$28.2 million - \$11.5 federal loan and \$16.7 federal grant.

# RECOMMENDATION

None; for your information only.



# Water & Environmental Programs

To apply for Water & Environmental Grant and Loan funding, visit **RD Apply, our newly developed, online application** system

Through Rural Utilities Service Water and Environmental Programs (WEP), rural communities obtain the technical assistance and financing necessary to develop drinking water and waste disposal systems. Safe drinking water and sanitary waste disposal systems are vital not only to public health, but also to the economic vitality of rural America. Rural Development is a leader in helping rural America improve the quality of life and increase the economic opportunities for rural people.

WEP provides funding for the construction of water and waste facilities in rural communities and is proud to be the only Federal program exclusively focused on rural water and waste infrastructure needs of rural communities with populations of 10,000 or less. WEP also provides funding to organizations that provide technical assistance and training to rural communities in relation to their water and waste activities. WEP is administered through National Office staff in Washington, DC, and a network of field staff in each State.

# USDA Rural Development Water and Environmental Programs:

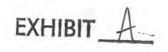
- · Circuit Rider Program
- Emergency Community Water Assistance Grants
- · Grants for Rural and Native Alaskan Villages
- Household Water Well System Grants
- · Individual Water & Wastewater Grants
- SEARCH Special Evaluation Assistance for Rural Communities and Households
- Solid Waste Management Grants
- Water & Waste Disposal Grants to Alleviate Health Risks on Tribal Lands and Colonias
- Water & Waste Disposal Loans & Grants
- Water & Waste Disposal Loan Guarantees
- Water & Waste Disposal Predevelopment Planning Grants
- · Water & Waste Disposal Revolving Loan Funds
- Water & Waste Disposal Technical Assistance & Training Grants

# Reports

WEP FY 2016 Annual Progress Report

# **Special Initiatives**

- American Iron and Steel Requirement
- Electronic Preliminary Engineering Report (ePER)





# Water & Waste Disposal Loan & Grant Program Program 101

Program Fact Sheet

Are applications currently being accepted: YES

# What does this program do?

This program provides funding for clean and reliable drinking water systems, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage to households and businesses in eligible rural areas.

# Who may apply?

This program assists qualified applicants who are not otherwise able to obtain commercial credit on reasonable terms. Eligible applicants include:

- Most state and local governmental entities
- Private nonprofits
- Federally-recognized tribes

# What is an eligible area?

Areas that may be served include:

- · Rural areas and towns with populations of 10,000 or less -- check eligible addresses
- Tribal lands in rural areas
- Colonias

# What kinds of funding are available?

- Long-term, low-interest loans
- If funds are available, a grant may be combined with a loan if necessary to keep user costs reasonable.

# How may the funds be used?

Funds may be used to finance the acquisition, construction or improvement of:

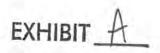
- Drinking water sourcing, treatment, storage and distribution
- Sewer collection, transmission, treatment and disposal
- Solid waste collection, disposal and closure
- Storm water collection, transmission and disposal

In some cases, funding may also be available for related activities such as:

- Legal and engineering fees
- · Land acquisition, water and land rights, permits and equipment
- Start-up operations and maintenance
- Interest incurred during construction
- Purchase of facilities to improve service or prevent loss of service
- Other costs determined to be necessary for completion of the project
- See 7 CFR Part 1780.7 and 1780.9 for a complete list

# What is the loan term and rate?

Up to 40-year payback period, based on the useful life of the facilities financed



 Fixed interest rates, based on the need for the project and the median household income of the area to be served

Contact us for details and current interest rates applicable for your project

# Are there additional requirements?

- · Borrowers must have the legal authority to construct, operate and maintain the proposed services or facilities.
- All facilities receiving federal financing must be used for a public purpose.
- Partnerships with other federal, state, local, private and nonprofit entities that offer financial assistance are encouraged.
- Projects must be financially sustainable.

# How do we get started?



- Applications are accepted year round and may be filed electronically using RD Apply. The RD Apply Customer
  Help Guide is provided to help you get started and work through the application process
- Applications are also accepted through your local RD office.
- Program resources are available online (i.e., forms, guidance, certifications, etc.).

# Who can answer questions?

- · Contact the local representative who serves your area
- Participating nonprofits in your area may also offer assistance and training

# What governs this program?

- Basic Program 7 CFR, Part 1780
- Loan Servicing 7 CFR, Part 1782
- Section 306 of the Consolidated Farm and Rural Development Act

# Why does USDA Rural Development do this?

This program helps very small, financially distressed rural communities extend and improve water and waste treatment facilities that serve local households and businesses. Good practices can save tax dollars, improve the natural environment, and help manufacturers and businesses to locate or expand operations.

**NOTE:** Program details may change over time. Before you begin an application, please confirm you have the most current information by contacting a program specialist in your local RD office for assistance or consult the program instructions listed in the section above titled "What Governs this Program?"

# Forms & Resources

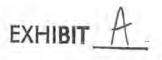
**NOTE**: Please ensure that your state is selected in the dropdown menu above to find the state office contact information, and speak to a program specialist before attempting to fill out any forms or applications. This will save you time in completing your application.

# Engineering

Key WEP Engineering Resource Page

Individual states will have particular requirements based on state and local regulations. Please contact the local RD office in the state where your project is located.

# **Environmental**



RD 1970 Environmental Policies and Procedures.

7 CFR 1970 Benefits

# **Interest Rates**

Current interest rates for 1st Quarter FY 2020, effective October 1, 2019 to December 31, 2019

Poverty: 1.750% Intermediate: 2.375% Market: 3.000%



# Water & Waste Disposal Loan & Grant Program

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# What is the loan term and rate?

The loan term is up to 40-year payback period, based on the useful life of the facilities financed with a fixed interest rate. The interest rate is based on the need for the project and the median household income of the area to be served.

Contact us for details and current interest rates applicable for your project.

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# **Water & Waste Disposal Loan & Grant Program**

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# STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

November 19 - 20, 2018

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Rodney Lau, Administrative Services Officer

Norman Sakamoto, Administrator, Land Development

Division

Kaleo Manuel, Acting Planning Program Manager

Gigi Cairel, Grants Specialist

Subject: Approve to Accept the US Department of Agriculture

Rural Development Loan/Grant Financing for the DHHL-owned Anahola Farm Lots Water System on the

Island of Kaua'i

# RECOMMENDED MOTION/ACTION:

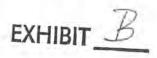
That the Hawaiian Homes Commission (HHC) approves to accept the subsequent \$4,100,000 loan and subsequent \$1,999,946 grant, as part of a financing package awarded to the Department of Hawaiian Home Lands (DHHL) by the US Department of Agriculture Rural Development (USDA RD) to fund capital improvements to the DHHL-owned Anahola Farm Lots Water System (Public Water System #432) on the Island of Kaua'i;

That the HHC delegates authority to the Chairman to negotiate final terms and conditions of the USDA RD loan, including execution of related documents.

#### BACKGROUND:

The DHHL-owned Anahola Farm Lots Water System serves 75 lessees and their families in the Bayview residential homestead and Anahola Farm Lots. Total population served is approximately 385 people. This water system also provides potable water to one non-homestead lot and has an interconnection tie to the County of Kaua'i, where DHHL may draw water from the County and vice versa for emergency purposes. All other homestead areas on Kaua'i receive potable water from the County of Kaua'i, including residential homesteads in Anahola, Pi'ilani Mai Ke Kai, Hanapepe, and Kekaha.

The Anahola Farm Lots Water System is supplied by a groundwater source from the DHHL Anahola well which was



constructed over 35 years ago by the Department of Land and Natural Resources. Major water system facilities include a half-acre site containing the well, control building, and a 0.5 million gallon (MG) steel storage tank; nearly two miles of distribution lines; and an emergency interconnection between the DHHL Anahola Farm Lots Water System and the County of Kaua'i. The well water is treated at the source with sodium hypochlorite. The system is classified by the Department of Health (DOH) as a Public Water System Grade 1 distribution system and requires a DOH certified operator with a Grade 1 operator license. The operations and maintenance services are provided by a DHHL contractor.

Water quality delivered by the Anahola water system currently meets all Federal and State drinking water quality standards. On a quarterly basis, the DHHL contracted operator conducts water quality testing, as required by DOH. Every three years, DOH conducts a sanitary survey to check site and facility conditions for compliance with Technical, Managerial and Financial capacity standards. Since there have been no significant deficiencies, DOH conducts its sanitary survey every five years. In prior DOH sanitary surveys, DOH provided recommendations to non-significant findings, which DHHL has remediated and corrected over the years, except for storage tank replacement. In the 2018 DOH survey, the Anahola system had no significant deficiencies, yet has six non-significant deficiencies such as recordkeeping and properly updating documents such as the mutual aid agreement with County of Kaua'i and the DHHL Vulnerability Assessment/Emergency Response Plan.

# Need for project

The needs for this capital improvement project are many and include:

- (1) Since 1999, DOH has continuously recommended that DHHL replace the Anahola water storage because it is severely rusted on the roof and sides. The rust has degraded to loose flakes. DOH reported algal/fungal growth on the tank sides since 2008. Further, the tank's structural integrity is at risk. The tank has more than reached its useful life of over 30 years old.
- (2) The 2013 DOH sanitary survey noted the lack of security at the interconnect tie between the DHHL Anahola water system and the County. DOH recommended fencing the area and locking the standpipe caps and valves to prevent tampering with a public water supply.
- (3) Aging infrastructure where system components need major repairs or complete replacement.
  - (4) Low water pressure in mauka areas and high water pressure in areas makai-side of Kūhio highway
- (5) High level of unaccounted for water due to leaks.



Improvements are needed to improve overall reliability and functionality of the water system. The improvements will not add new users to the system nor expand the service area beyond the Bayview residential homestead and Anahola Farm Lots. Due to the location of the Anahola water system, there is little to no opportunity to physically expand the water system or serve new homestead lots in the near term.

# Project description/scope

The scope of this project is to implement much needed improvements to the Anahola Farm Lots Water System including the following.

- · Increase operational efficiency
- · Replace the storage tank
- · Address water pressure issues
- Repair or replace components that have reached their useful life cycle
- Improve water system safety and security

The design and construction of the proposed Anahola Farm Lots Water Project is divided into two phases.

Phase 1 will address water distribution system improvements as follows.

- install a new dual water pressure zone which will increase the water pressure to customers in the mauka area and reduce the extreme high pressures to customers in the makai area, below Kūhio Highway.
- replace aging asbestos concrete pipes with Kaua'i County standard material that have a longer life expectancy.
- replace all fire hydrants, water meters and backflow preventers.
- improve the security in and around the interconnection facility at Kūhio Highway used for emergencies.

Phase 2 construction is to replace the water storage tank and improve the well site.

- construct a temporary 100,000 gallon steel tank.
- · demolish the existing 500,000 gallon steel storage tank.
- · construct a new concrete storage tank.
- Improve the well site, including replacement of well pump, install a booster pump, install an emergency diesel generator, install an improved chlorination system and install a Supervisory Control and Data Acquisition (SCADA) system. Currently, the well controls are operated manually; the SCADA

system will allow for remote operations and notifications of problems.

# Project costs

In 2016, the project cost estimate was \$8.8M. DHHL sought federal funds from the USDA RD Water and Environment Program (WEP) (1) to access USDA RD set-aside grant funds that were available only to DHHL water and waste projects; and (2) to leverage DHHL resources for major capital improvements. USDA awarded \$3M and DHHL committed \$3.8M of its own funds. Total project cost was then reduced to \$6.8M.

In 2018, USDA RD approached and encouraged DHHL to consider applying for additional funds for anticipated project cost overruns. USDA RD had a national "call out" for projects due to the sudden availability of federal dollars that needed to be obligated by the end of the federal fiscal year, September 2018. DHHL submitted an application to seek an additional \$6.1M, thus bringing the total project cost to \$13M. USDA RD subsequently awarded the additional \$6.1M in the form of a loan/grant combination - \$4.1M Loan and \$2M Grant.

TABLE 1 Project Budget

Project Budget Category	2016	2018	Difference		
Legal/Administration	\$150,000	\$150,000	\$0		
Engineering	\$1,632,860	\$1,628,363	<\$4,497>		
Construction	\$4,675,600	\$9,610,477	\$4,934,617		
Contingency	\$397,400	\$1,566,966	\$1,169,566		
TOTAL	\$6,855,860	\$12,955,806	\$6,099,946		

TABLE 2 Summary of USDA Funds

YEAR	USDA awards	DHHL contribution	TOTAL	
June 2016	Grant \$3,025,137	\$3,770,723	\$6,795,860	
September 2018	Loan \$4,100,000 Grant \$1,999,946	-0-	\$6,099,946	
TOTAL	\$9,125,083	\$3,770,723	\$12,895,806	
DHHL	Loan re-payment	\$4,100,000		
TOTAL	DHHL Contribution	\$7,870,723		

Loan terms (for planning purposes):
Period 35 years
Note: payments in first two years is interest only
Interest rate 3.1250%\*
Amortization \$49/\$1000
Estimated annual payments \$200,900\*

\*Note: The precise payment amount will be based on the interest rate at which time the loan is closed and may be different than as stated above. See Exhibit A for the amortization schedule.

The following factors contributed to the differences in cost estimates.

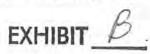
- The 2016 engineering cost estimates were grossly undervalued for this type of project located on a neighbor island in the State of Hawai'i.
- Project costs generally have gone up in the 2-year period -2016 and 2018.
- · The lengthy DHHL procurement and contracting process.
- · Guidance from USDA to increase Contingency to 20%.
- Guidance from USDA that they were flush with funds that must be obligated by September 2018.
- Guidance from USDA that there is no guarantee that USDA will fund future DHHL cost overruns for this Anahola water project.

During this period, the project scope remained the same.

Based on the factors above, DHHL was conservative in making the request to USDA RD for the additional \$6.1M. Since the \$6.1M award from USDA RD, DHHL again evaluated the project costs based on the actual final low bid numbers from Phase 1 at \$3.1M. Phase 2 is estimated at \$5.2M. With engineering design costs and contingency, this brings up the project cost estimate from \$6.8M (2016) to \$11.62M (2018). At this time, it appears the shortfall is \$4.8M, not \$6.1M. Thus, DHHL may have remaining funds amounting to \$1.3M.

Per USDA RD regulations, "remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same." DHHL has developed a list of items should there be such remaining funds when construction is complete for the original scope. Additional items include the following (in order of priority):

- Any cost overruns experienced during construction
- Replace grass area with pavement at the well/tank site



- Expand the existing control building to enclose well pumps and booster pumps to protect against moisture damage
- Add security measures, including enhanced lighting, to the well/tank site
- Exterior coating to the tank
- · Purchase water truck for emergency use
- · Stock equipment on island including pumps, motors, etc.

DHHL will seek preliminary approval from USDA RD to add these items in the event there are remaining funds.

TABLE 3
Updated Project Costs

Project Budget Category	USDA Award	DHHL Revised Costs	Difference
Legal/Administration	\$150,000	\$150,000	\$0
Engineering	\$1,628,363	\$1,628,363	\$0
Construction	\$9,610,477	\$8,300,000	<\$1,310,477>
Contingency	\$1,566,966	\$1,566,966	\$0
TOTAL	\$12,955,806	\$11,645,329	<\$1,310,477>

# Project Status

- At this time, the following is the status of this project.
- Phase 1 (water lines) Construction contract executed.
- Phase 2 (tank replacement) Currently is in the bidding process. Bid opening expected in early December 2018.

# DISCUSSION

DHHL is seeking approval to accept the 2018 USDA RD loan/grant package to finance the proposed improvements to the Anahola water system. Should DHHL not proceed with the 2018 subsequent USDA RD loan/grant funds and, instead, proceed with the earlier 2016 USDA RD grant funds, the following are the impacts.

- DHHL may move forward with the 2016 USDA RD grant award (\$3,025,137) and DHHL contribution (\$3,770,723).
- There would be no need for DHHL to address USDA RD loan conditions - loan security, interim financing, change to use the federal bid and contract documents.
- DHHL may proceed with the Anahola water system improvements project with minimal disruption and time delays to the project.
- DHHL will continue to use the State bid and contract documents.

- DHHL will need to identify a new source of funds for the estimated project cost shortfall of \$4.8M and any future unforeseen cost overrun.
- DHHL will need to identify a new source of funds for the additional needs, not in the original 2016 scope - includes paving the well/tank site, enclose the well pump, coating of the tank, and purchase of equipment/supplies.

Should DHHL accept the 2018 USDA RD loan/grant package, there are major issues that need to be negotiated and resolved with USDA RD. The USDA RD loan is a new component to the overall financing package and with it comes new funding conditions. The major issues of concern to DHHL are as follows.

- Loan security, collateral, and general obligation bond financing
- Interim financing
- USDA priority order to disburse funds
- Use of State of Hawaii procurement and contracting documents versus federal standard documents

DHHL is optimistic that USDA RD will concur with our proposed alternatives.

Loan Security, Collateral, General Obligation Bond Financing
When a borrower is a public body, USDA's first preference
for security are general obligation bonds, which is evidence of
the full faith and credit of the borrower. DHHL is unable to
provide such security. Instead, DHHL proposes to pledge all
revenues from its "available lands" as security in lieu of
general obligation bonds, subordinate to the DHHL Revenue Bonds,
series 2017 and DHHL Certificates of Participation Series 2017 A
(COPS). This proposal would place USDA RD in third position to
all revenues from DHHL "available lands."

Status: DHHL will send this proposed alternative to USDA RD for its review and concurrence.

# Interim Financing

USDA RD loans are long term (35 years) permanent take-out loans. USDA RD requires its borrowers to seek Interim Financing for the construction period. However, should a borrower be unable to obtain such interim financing with reasonable terms, borrower may request an exception whereby USDA RD would disburse the loans funds directly on a monthly or quarterly basis.

Status: DHHL is pursuing an exception to this USDA RD requirement to obtain Interim Financing.

USDA priority order to disburse funds

This federal requirement is in regards to USDA's priority order on how project funds are to spent and how USDA RD disburses the federal funds.

First priority Applicant contribution
Second priority USDA RD loan (awarded in 2018)
Third priority USDA RD grant (awarded in 2016)
Fourth priority USDA RD grant (awarded in 2018)

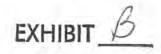
Further, there's a stipulation that should there be remaining funds upon construction completion (ie project comes under budget), USDA may de-obligate such funds. Any reduction in funds will be applied to the USDA RD grant funds first. Generally, the older grant funds from 2016 (\$3,025,127) will be de-obligated first, then the grant funds from 2018 (\$1,999,946). If un-used grant funds are totally de-obligated, then any un-used loan funds will be applied as an extra payment towards the USDA RD loan.

<u>Status</u>: The next opportunity to re-assess costs is when final bid tabulations for all phases are received by the DHHL. Secondly, as project construction nears completion, another assessment of project costs may be made to determine if there will be any remaining funds. Should this project come under budget, DHHL has planned for additional items to re-direct any remaining USDA funds.

Use of federal docs (EJCDC) versus State of Hawaii docs
At the time this project started in 2016, USDA RD obligated only grant funds to DHHL. USDA RD regulations required DHHL, as a state agency, to use its own State of Hawaii documents as opposed to the federal standard documents, called the Engineers Joint Contract Documents Committee or "EJCDC". Now in 2018, with the award of federal loan funds, DHHL is no longer exempted from using the EJCDC documents. The challenge is that DHHL has already executed bid and contract documents using the State templates. Changing existing State documents in mid-stream to the federal EJCDC documents will result in time delays and, possibly, loss of the vendors.

The construction contract for Phase 1 is executed, using State of Hawaii documents. DHHL is currently in the bid process for Phase 2 and expects bid opening by early December 2018. Again, State of Hawaii documents were used throughout the procurement process. Should this matter on the EJCDC not be resolved in a timely manner, DHHL may need to consider starting a new procurement process, thus further delaying the project timeline.

EJCDC documents include, but are not limited to, the following: (a) contract documents between DHHL and engineer, construction contractor, inspector/construction management services; (b) Bid



forms; (c) Notice of Award; (d) Standard General Conditions; (e) Change Orders; etc.

<u>Status</u>: DHHL is proposing to USDA that we continue using the State documents throughout the project period and, as needed, include any federal EJCDC requirements by amendment.

#### CONCLUSION

The department is in continuous communication with USDA RD to address these matters above and is working diligently and collaboratively to find mutually-agreeable alternatives. The primary benefit to accessing the USDA RD federal funds today for the existing Anahola Farm Lots Water System is to leverage DHHL resources that would otherwise be used for new homestead lots to address the applicant wait list. Secondly, by utilizing the USDA RD funds, DHHL is creating templates for future use of the USDA RD WEP program to finance more DHHL water projects to develop new homestead lots.

# RECOMMENDATION

Staff respectfully requests approval of the recommended motion as stated above.

	Anahola		Base Interst	3.125%						
			Adj Interest	37.500%						
	Installment		N	33.000	PV	4,100,000.00				
calculated	200,896.58		Monthly Interest	10,677.08						
ounded	200,900.00		Annual Interest	128,125.00						
				100000						
/	D/I	Interest	Cumulative	District 1	Cumulative					-
Year	P/I	Interest	Interest Pd	Principal	Principal Pd	Principal Bal	Pl pmts	Due Date		
1	1001110000	128,125.00	128,125.00		-	4,100,000.00		8/31/202	_	
2		128125.000			-	4,100,000.00		8/31/202	2	
3				72,775.00		4,027,225.00	1	8/31/2023	3	
4				75,049.22		3,952,175.78	2	8/31/202	4	
5				77,394.51		3,874,781.27	3	8/31/202	5	
6		121,086.91	754,818.18	79,813.09		3,794,968.18	4	8/31/2026	3	
7		118,592.76	873,410.94	82,307.24	387,339.06	3,712,660.94	5	8/31/2027	7	
8	200,900.00	116,020.65	989,431.59	84,879.35	472,218.41	3,627,781.59	6	8/31/2028	3	
9	200,900.00	113,368.17	1,102,799.76	87,531.83	559,750.24	3,540,249.76	7	8/31/2029	9	
10	200,900.00	110,632.81	1,213,432.57	90,267.19		3,449,982.57	8	8/31/2030		1
1.1	200,900.00	107,811.96		93,088.04		3,356,894.53	9		-	-
12	200,900.00	104,902.95		95,997.05			10		+	
13	200,900.00	101,903.05		98,996.95		3,161,900.53	11			1
14	200,900.00	98,809.39		102,090.61			12			1
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			1,903,744.20	111,963.81		2,733,994.20	15	-		
18	200,900.00	85,437.32	1,989,181.52	115,462.68	the same of the sa	2,618,531.52	16			
19	200,900.00	81,829.11	2,071,010.63	119,070.89			17		-	
20	200,900.00	78,108.14		122,791.86	1,723,331.23	2,376,668.77	18			
21	200,900.00	74,270.90			1,849,960.33		19	8/31/2041		
22	200,900.00	70,313.74		130,586.26		2,119,453.41	20	8/31/2042		
23	200,900.00	66,232.92		134,667.08	2,115,213.67	1,984,786.33	21	8/31/2043		1.
24	200,900.00	62,024.57	2,421,960.90	138,875.43	2,254,089.10	1,845,910.90	22	8/31/2044		
25	200,900.00	57,684.72	2,479,645.62	143,215.28	2,397,304.38	1,702,695.62	23	8/31/2045		
26	200,900.00	53,209.24	2,532,854.86	147,690.76		1,555,004.86	24		-	
27	200,900.00	48,593.90	2,581,448.76	152,306.10		1,402,698.76	25	8/31/2047		
28	200,900.00	43,834.34	2,625,283.10		2,854,366.90		26			1
29	200,900.00	38,926.03	2,664,209.13	161,973.97		1,083,659.13	27	8/31/2049		-
30	200,900.00	33,864.35	2,698,073.48	167,035.65		916,623.48	28			-
31	200,900.00	28,644.48	2,726,717.96	172,255.52		744,367.96	29	8/31/2051		
32	200,900.00	23,261.50	2,749,979.46	177,638.50		566,729.46	30	8/31/2052		-
33	200,900.00	17,710.30	2,767,689.76	183,189.70		383,539.76				-
34	200,900.00	11,985.62					31	8/31/2053		-
35			2,779,675.38	188,914.38		194,625.38	32	B/31/2054		
	200,707.42	6,082.04	2,785,757.42	194,625.38	4,100,000.00	0,00	33	8/31/2055		
otals	5,022,307.42	2,785,757.42	istad due to re-	4,100,000.00						
	rear 33 number	s have been adju	isted due to roun	ung or payment	is.					
									-	
ssumption										
	D Funding packa									
	bution - \$3,770,7									
	(2016) - \$3,055									
SDA Grant	(2018) - \$1,999	,946								
SDA Loan	(2018) - \$4,100,	000								
OTAL - \$1	2,925,806									
USDA Lo	an Terms		-			-				-
	over a period of	35 years		_						-
		ears will consist of	of interest only							-
aymonte fo	r the remaining	33 years will be e	or interest only.	naual installer	nto hogienine to	(0.1100xs = #== 1	on algebra		-	
or planning	nurnoess uss	2 12500/ inter-	et sete cod a	mortization (o	nts, beginning tw	o years after ic	an closing.	and the section of	-1 -1 0000	
or planning	purposes, use a	3.1250% intere	st rate and an a	monization facto	or of \$49/\$1000,	which provides	tor an annu	ial payme	nt of \$200,9	300.
e precise	payment amoun	t will be based or	i tile interest rate	at loan closing.						
Assumes	construction co	mpleted by Augu	st 2021. First na	vment due Augu	st 31, 2021					-
		p.s.sa by riago	III pa	,	OT OTTEVET		UUC ITEN	/ LL 4		
							HHC ITEN	and the latest terminal termin		
							EXHIBIT A	Α		

# AFL Service Area Boundary Existing KDOW Waterline Pressure Reducing Valve Anahola Service Area Existing DHHL Waterline New 0.44 MG Reservoir High-Service Waterline Low-Service Waterline High-Service Area Low-Service Area peod nuemolis Legend: PROJECT SITE MAP Replace Existing Pressure Reducing Valve Anahola Road Malamaaina PI Kamalomaloo Pl Hokualele Rd. Connect to Exist 8" DI Waterline Transmission Mains Existing KDOW VEWARIH OIAUA Existing Interconnection to KDOW Water System Hokualele Rd. Connect to Exist 8" DI Waterline Anahola Service Area New Well Pump New Booster Pump New 0.44 MG Reservoir New Pressure Reducing Valve

# STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

November 19 - 20, 2018

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Rodney Lau, Administrative Services Officer

Norman Sakamoto, Administrator, Land Development

Division

Kaleo Manuel, Acting Planning Program Manager

Gigi Cairel, Grants Specialist

Subject: Approve to Accept the US Department of Agriculture

Rural Development Loan/Grant Financing for the DHHL-owned Ho'olehua Water System on the Island of

Moloka'i

# RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approves to accept the subsequent \$7,455,000 loan and subsequent \$1,592,333 grant, as part of a financing package awarded in September 2018 to the Department of Hawaiian Home Lands (DHHL) by the US Department of Agriculture Rural Development (USDA RD) to fund major capital improvements to the DHHL-owned Ho'olehua Water System (Public Water System #230) on the Island of Moloka'i; and

That the HHC delegates authority to the Chairman to negotiate final terms and conditions of the USDA RD loan, including execution of related documents.

#### BACKGROUND

The DHHL-owned Ho'olehua water system serves over 500 lessees and their families in Kalama'ula and Ho'olehua homesteads. Total population served is approximately 2,400 people. All other homesteads on Moloka'i receive potable water from the County of Maui, including Kapaakea and Kamiloloa-One Ali'i. In addition, this system delivers drinking water to community facilities such as the Ho'olehua airport, US Post Office, schools, churches and to commercial businesses. This is the only DHHL-owned water system that serves community facilities and businesses. This is an advantage to DHHL because these other water system users pay a higher water rate to help offset costs to operate the system that otherwise would be 100% borne by lessees.



The system is supplied by groundwater sources from the Kauluwai Well No. 1 and No. 2, both owned by DHHL. Water system facilities include a DHHL maintenance baseyard building, five storage tanks, one pressure breaker tank, two booster pumps, two altitude valves, and approximately 50 miles of pipeline. The water is treated at the source with sodium hypochlorite. The system is classified by the Department of Health (DOH) as a Public Water System Grade 2 distribution system and requires a DOH certified operator with a Grade 2 operator license. The system is operated by DHHL Moloka'i District Office personnel, who are all beneficiaries.

Water quality delivered by the Ho'olehua water system meets all federal and state drinking water quality standards. Every three to five years, DOH conducts a sanitary survey to check site and facility conditions and compliance with Technical, Managerial and Financial capacity standards. In prior DOH sanitary surveys, the Ho'olehua water system had significant deficiencies and DHHL water staff have fully addressed them to date. In the 2018 sanitary survey, the Ho'olehua system had no significant deficiencies.

# Need for project

The needs for this capital improvement project are many and include:

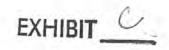
- (1) Aging infrastructure, where some components have been operating since the 1930s such as the 3.5 million gallon (MG) concrete storage tanks located in Ho'olehua.
- (2) Water system components have reached the end of their useful life and are in need for major repairs or complete replacement.
- (3) Low water pressure in the Kalama'ula homestead, which is a priority project in the Moloka'i Regional Plan.
- (4) High level of unaccounted for water due to leaks.
- (5) High energy costs to operate the well pumps. The annual energy cost is \$310,000, which is 40% of the water system operating budget.

Improvements are needed to improve overall reliability and functionality of the water system. The proposed improvements are not intended to add new users to the system nor expand the service area beyond the existing homesteads in Ho'olehua and Kalama'ula.

# Project description/scope

Overall objectives of the improvements are as follows:

- Increase operational efficiency
- Reduce energy costs
- Increase fire protection



- Achieve 24/7 access to system components by improving roadways
- Increase storage capacity
- Address water pressure issues
- Repair or replace components that have reached their useful life cycle
- Improve water system safety and security

The scope of the project is to implement much needed improvements to the Ho'olehua Water System to improve transmission and provide reliable water service to the existing population over a 35-year planning period. In addition to upgrading the reliability of the existing water system, improvements will seek to create a more sustainable system to minimize unexpected losses of service and reduce annual energy costs. The design and construction of the proposed Ho'olehua Water System improvements project is divided into four bid packages as follows.

Package 1 - Ho'olehua portion of the Ho'olehua Water System Site numbers 1, 3, 4, 5, 6, 7. Refer to Exhibit B.

- Improve Kauluwai 1.0MG Storage Tank.
- Install a 1,000 gallon above-ground fuel storage tank for the generator.
- · Repair the two Ho'olehua 3.5MG storage tanks.
- Replace aging asbestos water piping, pressure relief valves, gate valves, flow controls, well booster pumps and motors, which have reached the end of their useful life.
- Install new water lines and hydrants to provide fire protection to areas not protected now.
- Install new 0.2 MG storage water tank to lower the risk of low pressure and vacuum conditions in the waterline that could result in contamination of the drinking water system through an increase risk of backflow conditions. It will also provide adequate water pressure.
- Provide over 3 miles of all-weather roadways for 24/7 access to most of the water system, storage water tanks and well sites in order to properly maintain and service them.
- Demolish existing DHHL Molokai Maintenance warehouse and construct a new facility to house all of the new construction equipment and properly store water treatment supplies which will allow the Molokai District Office Maintenance crew to provide adequate maintenance and repairs to the Ho'olehua Water System.

Package 2 - Kalama'ula portion of the Ho'olehua Water System Site number 2. Refer to Exhibit B.

- Improve roadway for 24/7 access to the 0.2MG Kalama'ula storage tank.
- Replace 12-inch transmission main water line.

Package 3 - Photovoltaic (PV) system and solar field

• Implementation of a large 1 mega-watt PV solar field. This should generate over \$300,000 (estimate) in annual electrical savings.

Package 4 - Equipment and supply needs for the entire Ho'olehua Water System.

Project costs

In 2016, the project cost estimate was \$25M. DHHL sought federal funds from the USDA RD Water Environment Program (WEP) (1) to access USDA RD set-aside grant funds available only to DHHL water and waste projects; and (2) to leverage DHHL resources for major capital improvements. USDA awarded \$10M in grant funds and DHHL committed \$12M of its own funds. Total project cost was then reduced to \$22M.

In 2018, USDA RD approached and encouraged DHHL to consider applying for additional funds for anticipated project cost overruns. USDA RD had a national "call out" for projects due to the sudden availability of federal dollars that needed to be obligated by the end of the federal fiscal year, September 2018. DHHL submitted an application to seek an additional \$9M, thus bringing the total project cost to \$31M. USDA RD subsequently awarded the additional \$9M in the form of a loan/grant combination - \$7.4M Loan and \$1.5M Grant.

TABLE 1 Project Budget

Project Budget Category	2016	2018	Difference
Engineering	\$2,035,444	\$2,518,663	\$483,219
Construction	\$18,481,503	\$24,013,781	\$5,532,278
Contingency	\$1,768,053	\$4,799,889	\$3,031,836
TOTAL	\$22,285,000	\$31,332,333	\$9,047,333

TABLE 2 Summary of USDA Funds

YEAR	USDA awards	DHHL contribution	TOTAL	
June 2016	Grant \$10,011,750	\$12,273,250	\$22,285,000	
September 2018	Loan \$7,455,000 Grant \$1,592,333	-0-	\$9,047,333	
TOTAL	\$19,059,083	\$12,273,250	\$31,332,333	
DHHL	Loan re-payment	\$7,455,000+		
TOTAL	DHHL Contribution	\$19,728,250+		

Loan terms (for planning purposes):
Period 35 years
Note: payments in first two years is interest only
Interest rate 3.1250%\*
Amortization \$49/\$1000
Estimated annual payments \$365,295\*

\*Note: The precise payment amount will be based on the interest rate at which time the loan is closed and may be different than as stated above. See Exhibit A for the amortization schedule.

The following factors contributed to the differences in cost estimates from 2016 to 2018.

- Project costs generally have gone up in the 2-year period -2016 and 2018.
- · The lengthy DHHL procurement and contracting process
- USDA RD staff changes resulted in time delays of the USDA review of bid and contracting documents
- . Guidance from USDA to increase Contingency to 20%
- Guidance from USDA that they were flush with funds that must be obligated by September 2018
- Guidance from USDA that there is no guarantee that USDA will fund future DHHL cost overruns for this Ho'olehua project

During this period, the project scope remained the same. The only change was that DHHL removed \$5M that was originally budgeted with USDA funds in 2016 for the PV project. Instead, DHHL anticipates the PV project to be self-financed through a Purchase Power Agreement (PPA). The \$5M in USDA funds was reallocated to the other sub-projects - Bid Package 1 (Ho'olehua), Bid Package 2 (Kalama'ula) and Bid Package 4 (Equipment/Supplies).

Based on the factors above, DHHL was conservative in making the request to USDA RD for the additional \$9M. Since the \$9M award from USDA RD, DHHL again evaluated the project costs based on the actual final low bid numbers from Packages 1 and 2 - \$19,554,000 (USDA RD portion \$16,228,000) and \$3,048,540, respectively. Package 4 is estimated at \$1,411,242. With engineering design costs and 10% contingency, this brings up the project cost estimate from \$22M (2016) to \$25M (2018). At this time, it appears the shortfall is \$3M, not \$9M. Thus, DHHL may have remaining funds amounting to \$6M.

Per USDA RD regulations, "remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same." DHHL has developed a list of work items should there be such remaining

funds when construction is complete for the original scope.
Additional items include the following (in order of priority):

- Any cost overruns experienced during construction, including funds needed for the PV project should the PPA fall through.
- Emergency repairs to the two 3.5MG concrete tanks.
- Replace and re-condition 278 fire hydrants, in addition to the 30 in the original scope.
- Construct protective structures over well pumps & booster pumps to protect moisture damage to pump motors.
- Stock equipment/supplies on island such as gate valves, water laterals, etc.
- Purchase equipment including tapping machine, bits & adapters, etc.

DHHL will seek preliminary approval from USDA RD to add these items in the event there are remaining funds.

TABLE 3 Updated Project Costs

	USDA Award Amounts	DHHL Revised Costs	Difference
Engineering	\$2,518,663	\$2,552,225	\$33,562
Construction	\$24,013,781	\$20,687,781	\$3,326,000
Contingency	\$4,799,889	\$2,068,778	\$2,731,111
TOTAL	\$31,332,333	\$25,308,784	\$6,090,673

# Project Status

At this time, the following is the status of this project.

- Packages 1 and 2 Bids received and ready to award contracts.
- Package 3 PV project pending State (and possibly USDA RD) approval of bid documents.
- Package 4 Equipment pending USDA RD approval of Request for Proposal documents.

# DISCUSSION

DHHL is seeking approval to accept the 2018 USDA RD subsequent loan/grant package to finance the proposed improvements to the Ho'olehua water system. Should DHHL not proceed with the 2018 subsequent USDA RD loan/grant funds and, instead, proceed with the earlier 2016 USDA RD grant funds, the following are the impacts.

- There would be no need for DHHL to address USDA RD loan conditions - loan security, interim financing, change to use the federal bid and contract documents.
- DHHL may proceed with the Ho'olehua water system improvements project with minimal disruption and time delays to the project.
- DHHL will continue to use the State bid and contract documents.
- DHHL will need to identify a new source of funds for the estimated project cost shortfall of \$3M and any future unforeseen cost overruns during the construction period.
- Should the PV PPA fall through, DHHL will need to identify a new source of funds. The PV was part of the original scope for 2016 USDA RD funds. If the PV will be removed the original scope, it will result in a \$5M reduction in the original 2016 USDA RD grant of \$10,011,000.
- DHHL will need to identify a new source of funds for the additional needs, not in the original 2016 scope includes emergency repairs to the two 3.5 MG concrete tanks, replace fire hydrants, construct new protective covering for the well pumps and booster pumps, etc.

Should DHHL accept the 2018 USDA RD loan/grant package, there are major issues that need to be negotiated and resolved with USDA RD. The USDA RD loan is a new component to the overall financing package and with it comes new funding conditions. The major issues of concern to DHHL are as follows.

- Loan security, collateral, and general obligation bond financing
- · Interim financing
- USDA priority order to disburse and de-obligate funds
- Use of State of Hawaii procurement and contracting documents versus federal standard documents

DHHL is optimistic that USDA RD will concur with our proposed alternatives.

Loan Security, Collateral, General Obligation Bond Financing
When a borrower is a public body such as DHHL, USDA's first
preference for security are general obligation bonds, which is
evidence of the full faith and credit of the borrower. DHHL is
unable to provide such security. Instead, DHHL proposes to
pledge all revenues from its "available lands" as security in
lieu of general obligation bonds, subordinate to the DHHL Revenue
Bonds, series 2017 and DHHL Certificates of Participation Series
2017 A (COPS). This proposal would place USDA RD in third
position to all revenues from DHHL "available lands."

Status: DHHL will send this proposed alternative to USDA RD for its review and concurrence.

# Interim Financing

USDA RD loans are long term (35 years) permanent take-out loans. USDA RD requires its borrowers to seek Interim Financing for the construction period. However, should a borrower be unable to obtain such interim financing with reasonable terms, borrower may request an exception whereby USDA RD would disburse the loans funds directly on a monthly or quarterly basis.

<u>Status</u>: DHHL is pursuing an exception to this USDA RD requirement to obtain Interim Financing.

USDA priority order to disburse funds and de-obligate funds
This federal requirement is in regards to USDA's priority
order on how project funds are to be spent and how USDA RD
disburses the federal funds.

First priority Applicant contribution
Second priority USDA RD loan (awarded in 2018)
Third priority USDA RD grant (awarded in 2016)
Fourth priority USDA RD grant (awarded in 2018)

Further, there's a stipulation that should there be remaining funds upon construction completion, USDA may de-obligate such funds. Any reduction in funds will be applied to the USDA RD grant funds first. The amount of un-used funds will be taken out from the 2016 grant (\$10M) first, then the 2018 grant (\$1.6M). If there are more un-used funds, then loan funds will be applied as an extra payment towards the USDA RD loan.

Status: The next opportunity to re-assess costs is when final bid tabulations for all project components are received by DHHL. Secondly, as project construction nears completion, another assessment of project costs may be made to determine if there will be any remaining funds. Should this project come under budget, DHHL has planned for additional items to re-direct any remaining USDA funds.

Use of federal docs (EJCDC) versus State of Hawaii docs

At the time this project started in 2016, USDA RD obligated only grant funds to DHHL. USDA RD regulations required DHHL, as a state agency, to use its own State of Hawaii documents as opposed to the federal standard documents, called the Engineers Joint Contract Documents Committee or "EJCDC". Now in 2018, with the award of federal <a href="Loan">loan</a> funds, DHHL is no longer exempted from using the EJCDC documents. The challenge is that DHHL has already executed bid and contract documents using the State templates. Changing existing State documents in mid-stream to the federal EJCDC documents will result in time delays and, possibly, loss of the vendors.

For Bid Packages 1 and 2, DHHL is at the point of contract award. Should this matter on EJCDC not be resolved in a timely manner and the current vendor declines the DHHL contract, DHHL would start a new procurement process. The second lowest bid in the first procurement was \$25,439,306, which is, coincidentally, about a \$6.0M difference from the lowest bidder (\$19,554,000). So, if there are remaining funds, first priority would apply to this situation.

EJCDC documents include, but are not limited to, the following: (a) contract documents between DHHL and engineer, construction contractor, inspector/construction management services; (b) Bid forms; (c) Notice of Award; (d) Standard General Conditions; (e) Change Orders; etc.

<u>Status</u>: The department is proposing to USDA that we continue using the State documents throughout the project period and, as needed, include any federal EJCDC requirements by amendment.

# CONCLUSION

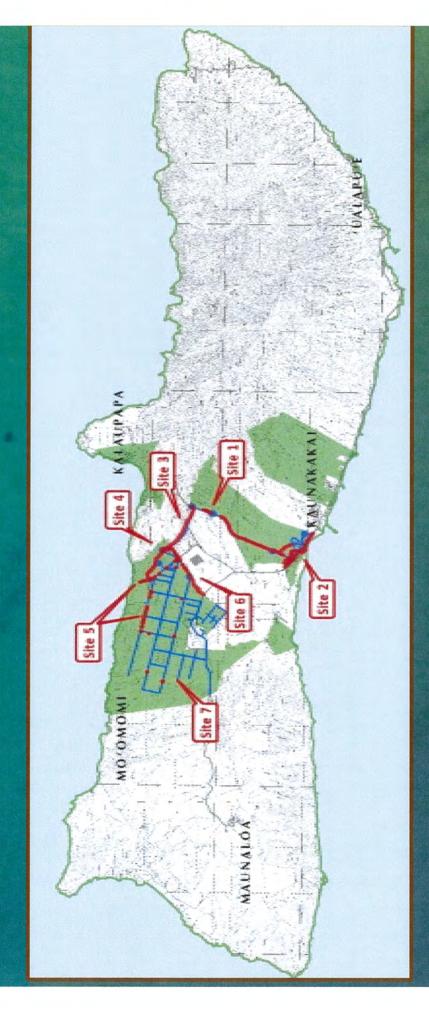
The department is in continuous communication with USDA RD to address these matters above and is working diligently and collaboratively to find mutually-agreeable alternatives. The primary benefit to accessing the USDA RD federal funds today for the existing Ho'olehua Water System is to leverage DHHL resources that would otherwise be used for new homestead lots to address the applicant wait list. Secondly, by utilizing the USDA RD funds, DHHL is creating templates for future use of the USDA RD WEP program to finance more DHHL water projects to develop new homestead lots.

#### RECOMMENDATION

Staff respectfully requests approval of the recommended motion as stated above.

-	A	В	D	E	F	G	H	J	K	LTL	M
1		Hoolehua		Base Interest	3.125%						
2				Adj Interest	37.500%						
3		Installment		N	33.000	the second secon	7,455,000.00				
1	calculated	\$365,288.79		Monthly Interest	19,414.06		7,455,000.00				
5	rounded	365.295.00		Annual Interest	232.968.75						
3	Touridea	500,200.00		Annual Interest	202,900.75						
7				Cumulative		Cumulative					
3	Year	P/I	Interest	Interest Pd	Principal	Principal Pd	Principal Baland	BI			
9	1	232,968.75	232,968.75	232,968.75	rincipal	Principal Pd		Plipmts	Due Date		
0	2	232,968.75	232,968.75	465.937.50			7,455,000.00		8/31/2021		
1	3	365,295.00	232,968.75	698,906.25	100 000 05	100 000 05	7,455,000.00		8/31/2022		
2	4	365,295.00	228,833.55		132,326.25	132,326.25	7,322,673.75	1			
3	5	365,295.00		927,739.80	136,461.45	268,787.70	7,186,212.30	2			
4	6	365,295.00	224,569.13 220,171.45	1,152,308.93	140,725.87	409,513.57	7,045,486.43	3			
5	7			1,372,480.38	145,123.55	554,637.12	6,900,362.88	4			
6		365,295.00	215,636.34	1,588,116.72	149,658.66	704,295.78	6,750,704.22	5			
7	8	365,295.00	210,959.51	1,799,076.23	154,335.49	858,631.27	6,596,368.73	- 6			
7	9	365,295.00	206,136.52	2,005,212.75	159,158,48	1,017,789.75	6,437,210.25	7			
8	10	365,295.00	201,162.82	2,206,375.57	164,132.18	1,181,921.93	6,273,078.07	8			
9	11	365,295.00	196,033.69	2,402,409.26	169,261.31	1,351,183.24	6,103,816.76	.9			
)	12	365,295.00	190,744.27	2,593,153.53	174,550,73	1,525,733.97	5,929,266.03	10	8/31/2032		
1	13	365,295.00	185,289.56	2,778,443.09	180,005.44	1,705,739.41	5,749,260.59	- 11	8/31/2033	- 1	
2	14	365,295.00	179,664.39	2,958,107.48	185,630.61	1,891,370.02	5,563,629.98	12	8/31/2034		
3	15	365,295.00	173,863.44	3,131,970.92	191,431.56	2,082,801.58	5,372,198.42	13	8/31/2035		
1	16	365,295.00	167,881.20	3,299,852.12	197,413.80	2,280,215.38	5,174,784.62	14	8/31/2036		
5	17	365,295.00	161,712.02	3,461,564.14	203,582.98	2,483,798.36	4,971,201.64	15	8/31/2037		
3	18	365,295,00	155,350.05	3,616,914.19	209,944.95	2,693,743.31	4,761,256.69	16	8/31/2038	= 10	
7	19	365,295.00	148,789.27	3,765,703.46	216,505.73	2,910,249.04	4,544,750.96	17	8/31/2039		
3	20	365,295.00	142,023.47	3,907,726.93	223,271.53	3,133,520.57	4,321,479.43	18	8/31/2040		
9	21	365,295.00	135,046,23	4,042,773.16	230,248.77	3,363,769.34	4,091,230.66	19	8/31/2041		
)	22	365,295.00	127,850.96	4,170,624.12	237,444.04	3,601,213.38	3,853,786.62	20	8/31/2042		
	23	365,295.00	120,430.83	4,291,054.95	244,864.17	3,846,077.55	3,608,922.45	21	B/31/2043		
2	24	365,295.00	112,778.83	4,403,833.78	252,516.17	4,098,593.72	3,356,406.28	22	8/31/2044		
3	25	365,295.00	104,887.70	4,508,721.48	260,407.30	4,359,001.02	3,095,998.98	23	8/31/2045		
4	26	365,295.00	96,749.97	4,605,471.45	268,545.03	4,627,546.05	2,827,453.95	24	8/31/2046		
5	27	365,295.00	88,357.94	4,693,829.39	276,937.06	4,904,483.11	2,550,516.89	25	8/31/2047		
3	28	365,295.00	79,703.65	4,773,533.04	285,591.35	5,190,074.46	2,264,925.54	26	8/31/2048		
7	29	365,295.00	70,778.92	4,844,311,96	294,516.08	5,484,590.54	1,970,409.46	27	8/31/2049		
3	30	365,295.00	61,575.30	4,905,887.26	303,719.70	5,788,310.24	1,666,689.76	28	8/31/2050		
)	31	365,295.00	52,084.05	4,957,971.31	313,210.95	6,101,521.19	1,353,478.81	29	8/31/2051		
)	32	365,295,00	42,296.21	5,000,267.52	322,998.79	6,424,519.98	1,030,480.02	30	8/31/2052		
	33	365,295.00	32,202.50	5,032,470.02	333,092.50	6,757,612.48	697.387.52	31	8/31/2053		
2	34	365,295.00	21,793.36	5,054,263.38	343,501.64	7,101,114.12	353,885.88	32	8/31/2054		
3	35	364,944.81	11,058.93	5,065,322.31	353,885.88	7,455,000.00	(0.00)	33	8/31/2055		
	Totals	12,520,322.31	5,065,322.31		7,455,000.00	11100 000.00	(0.00)	00	0,01/2000		
		ear 35 numbers l		ed due to roundir	a of navments				-		
					S or heading its.			-	-		
								-			
	Assumptio	ns:									
		D Funding packa	ge								
		ibution - \$12,273,									
		t (2016) - 10,011,							-		
		1 (2018) - \$1,592,				1					
		(2018) - \$7,455,0									
1		(35.5) 47,400,0	-							-	
	TOTAL - \$3	1 332 333									
	. J. AL - 90	1,002,000							-		
1	(2) USDA L	nan Terme						-			
		over a period of	35 years			_					
1	Paymente d	ue the first two	or years.	f internet only							
+	Payments due the first two years will consist of interest only.  Payments for the remaining 33 years will be equal amortized annual installments, beginning two years after loan closing.										
+	For election	une remaining 3	2 10500/	qual amortized ar	inuai installmen	ts, beginning two	years after loan	closing.			
+	The planning	purposes, use a	3.1250% Interes	st rate and an am	tortization factor	of \$49/\$1000, w	nich provides fo	r an annual	payment of	\$365,295.	
1	The precise	payment amount	will be based on	the interest rate	at loan closing.						
	(O) A======		and all and the A	10004 5							
	(3) Assume:	s construction cor	npieted by Augus	st 2021. First payr	ment due Augus	31, 2021.			-	- fra	
- 2									HHC ITEM	1 H-2	
									IIIIO II LI	111-2	

# Hoolehua Water System



Multiple Improvement Projects Proposed In Seven Areas

EXHIBIT D

Nā Kupa'a o Kūhiō 2009 - 2011 Projects funded by USDA RD WEP

TOTAL	\$2,585,500	5,557,000	3,303,000	2,985,455	943,800	835,500	1,513,000	\$20,071,255	
USDA Set- Aside Grant	-0-	-0-	-0-	0	-0-	-0-	1,513,000	\$1,513,000	
USD ARRA Grant	-0-	-0-	-0-	-01	377,800	339,000	-0-	\$716,800	
USDA ARRA Loan	-0-	101	-0-	101	541,000	471,000	-0-	\$1,012,000	\$18,984,805
USDA Grant	\$1,163,475	2,100,000	917,350	855, 655	-0-	-0-	-0-	\$5,036,480	USDA
USDA Loan	\$1,323,525	3,148,000	2,134,000	1,913,000	-0-	-0-	2,188,000	\$10,706,525	TOTAL
DHHL	\$98,500	309,000	251,650	216,800	25,000	25,500	160,000	\$1,086,450	
Project	Ho'olehua water Moloka'i Project complete	Maku'u off-site well/reservoir Hawai'i - 978 lots De-obligated	Lai 'Opua Village 4 water/sewer, Hawai'i 252 lots De-obligated	Waiohuli / Kēōkea 3 and 4, Maui 157 lots De-obligated	Kaka'ina water/sewer, Waimānalo, O'ahu 50 lots Project complete	Pi'ilani Mai Ke Kai water, Kaua'i 56 lots Project complete	East Kapolei IIB water/sewer, O'ahu 160 lots Project complete	TOTAL	

EXHIBIT D HHC Item G-2

# Department of Hawaiian Home Lands

# Anahola Farm Lots Water System Improvements project

Project Funding Sources and Uses (For Budget Planning Purposes)
January 27 – 28, 2020

## TABLE 1 Project Funding Sources

PROJECT FUNDING SOURCES	(1) DHHL Contribution	(2) USDA Loan	USDA 2016 Grant	(4) USDA 2018 Grant	TOTAL
	\$3,770,723	\$4,100,000	\$3,055,137	\$1,999,946	\$12,925,806.00

## TABLE 2 USES

(This is not a spend down plan. This is an illustration to show the uses in relation to each source of funds. For example, "Construction Management" and "Construction Phase 1" may occur simultaneously under "DHHL Contribution".)

USES	Planning and Design	Construction Management		Construction Phase 1	Construction Phase 2	Construction Phase 2 continued	Construction Phase 2	Other Project Costs (Cost overruns, price	TOTAL
				continued			continued	escalation, remaining funds)	
	\$1,293,885	\$541,069	\$1,935,769	\$1,260,639	\$2,839,361	\$3,055,137	\$798,288	\$1,201,658	\$12,925,806.00
1					estimate	estimate	estimate		
			Construction	Phase 1		Construction Phase 2			
			TOTAL	\$3,196,408		TOTAL \$6,692,786			6.4
			(does not include	Supplemental		estimate			
		- 1	Contract No. 1 price	escalation)					

# TABLE 3 Encumbrances, Expenditures, Budget still needed

	Planning and Design	Construction Management	Construction Phase 1	Construction Phase 1 continued	Construct Phase 2	Construction Phase 2 continued	Construction Phase 2 continued	Other Project Costs	TOTAL
Encumbered	\$1,293,885	\$541,069	\$1,935,769	\$1,260,639	\$0.00	\$0.00	\$0.00	N/A	\$5,031,362.00
Spent	1,032,687.37	59,579.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$1,092,267.10
Additional budget funds needed	\$0.00	\$0.00	\$0.00	TBD for Supplemental Contract No. 1	\$2,839,361 estimate		\$798,288 estimate	\$1,201,658 estimate	\$7,894,444
	V.								\$8,000,000 rounded

## Notes:

# 1) Contract amounts

USE	Vendor	Contract No.	Total Amount	Total Amount Encumbered	Spent	Contract Remaining Balance
Planning and Design	Oceanit	63707	\$286,606	\$286,606	\$286,606.00	\$0.00
Planning and Design	Oceanit	65504	1,007,279	1,007,279	746,081.37	261,197.63
Construction Management	Bowers + Kubota	64811	541,069	541,069	59,579.73	481,489.27
Construction Phase 1	Kaiwa Construction	67189	3,196,408	3,196,408	\$0.00	3,196,408.00
Construction Phase 1	Kaiwa Construction	Supplemental Contract No. 1 pending	TBD	TBD	\$0.00	N/A
Construction Phase 2	TBD	Contract pending	\$6,692,786	TBD	\$0.00	N/A
Other Project Costs	TBD		\$1,201,658	TBD	\$0.00	N/A
TOTALS			\$12,925,806	\$5,031,362	\$1,092,267	\$3,939,095

# Department of Hawaiian Home Lands

# Ho'olehua Water System Improvements project

Project Funding Sources and Uses (For Budget Planning Purposes)
January 27 – 28, 2020

TABLE 1 Project Funding Sources

PROJECT FUNDING SOURCES	(1) DHHL Contribution	(2) USDA Loan	USDA 2016 Grant	(4) USDA 2018 Grant	TOTAL
SOURCES	\$12,273,250	\$7,455,,000	\$10,011,750	\$1,592,333	\$31,332,333

TABLE 2
USES

(This is not a spend down plan. This is an illustration to show the uses in relation to each source of funds in Table 1 above. For example, Construction Management and Construction Packages 1 and 2 are expected to occur simultaneously)

USES	Planning and Design	Construction Management	Construction Package 1	Construction Package 1 continued	Construction Package 1 Continued	Construction Package 2	Bid Package 4 Equipment	Bid Package 3 Photo Voltaic	Bid Package 3 continued	Other Project Costs (Cost overruns, price escalation, remaining funds)	TOTAL
	\$1,163,125	\$662,049	\$10.448,076	\$7,455,000	\$1,650,924	\$3,048,540	\$1,600,000	\$3,712,286	\$1,287,714	\$304,619	\$31,332,333
			estimate	estimate	estimate	estimate	estimate	estimate	estimate		
				Package 1 Total		Package 2 Total	Package 4 Total	Package	3		
				\$19,554,000		\$3,048,540	\$1,600,000	Total	\$5,000,000		

TABLE 3
Encumbrances, Expenditures, Budget still needed

	Planning and Design	Construction Management	Construction Package 1	Construction Package 1 Continued	Construction Package 1	Construction Package 2	Bid Package 4 Equipment	Bid Package 3 Photo Voltaic	Bid Package 3 continued	Other Project Costs	TOTAL
Encumbered	\$1,163,125	\$662,049	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,825,174
Spent	1,060,006	8,962	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,068,968
Additional funds needed	\$0.00	\$0.00	\$0.00	\$153,076	\$1,650,924 estimate		\$1,600,000 estimate		\$1,287,714 estimate	\$304,619	\$11,757,159
											\$12,000,000 rounded

#### Notes:

#### 1) Contract amounts

USE	Vendor	Contract No.	Total Amount	Total Amount Encumbered	Spent	Contract Remaining Balance
Planning and Design	G70	65418	\$1,163,125	\$1,163,125	\$1,060,005.77	\$103,119.23
Construction Management	SSFM	65800	\$662,048.97	\$662,048.97	\$8,961.50	653,087.47
Construction Package 1	TBD	Contract pending	\$19,554,000 estimate	TBD	\$0.00	N/A
Construction Package 2	TBD	Contract pending	\$3,048,540 estimate	TBD	\$0.00	N/A
Package 4 equipment	TBD	To be bid	\$1,600,000 estimate	TBD	\$0.00	N/A
Package 3 PV	TBD	To be bid	\$5,000,000 estimate	TBD	\$0.00	N/A
Other Project Costs	TBD		304,619	TBD	\$0.00	N/a
TOTALS			\$31,332,333	\$1,825,173.97	\$1,068,967.27	\$756,206.70

2) DHHL Contribution TOTAL = \$12,273,250

Breakdown:

\$ 1,825,174 encumbered by various contracts, with budget from previous years

\$4,000,000 R/M CIP lump sum budget

\$ 6,448,076 currently budgeted in FY 2020 LDD Development Budget

3) USDA Loan TOTAL = \$7,455,000

Breakdown:

\$ 7,301,924 currently budgeted in FY 2020 LDD Development Budget

\$ 153,076 Unknown

4) Bid Package 3 – Photo Voltaic

Estimated at \$5M

Plan A – this sub-project is intended to be self-financed through a Purchase Power Agreement (PPA), which is still in negotiations. Plan B – if the PPA falls through, DHHL proposes to seek HHC approval to amend the LDD Development budget to add in an estimated \$5M

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 27 - 28, 2020

To: Chairman and Members, Hawaiian Homes Commission

Through: Andrew H. Choy, Acting Planning Program Manager

From: Gigi O. Cairel, Grants Specialist

Subject: FOR INFORMATION ONLY - Grants Status Report

End of 2nd Quarter 2019

#### RECOMMENDED MOTION/ACTION

For information only - No action required.

#### BACKGROUND

The DHHL Grants program consists of the following:

- \$8.7 million total
  - o \$7.8 million in State Grant-In-Aid funds
  - o \$900,000 in DHHL Trust funds
- 41 grants total
  - o 16 grants completed
  - o 25 active grants
- 25 nonprofit organizations total
  - o 18 nonprofits with an active grant(s)

#### Authority

Pursuant to Chapter 6.1 of Title 10 Hawaii Administrative Rules (HAR), the Department of Hawaiian Home Lands (DHHL) prepares the Native Hawaiian Development Program Plan (NHDPP) every two years for review and approval by the Hawaiian Homes Commission (HHC). The goal of the NHDPP is to "increase the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities." This is accomplished through the NHDPP by "improve[ing] the general welfare and conditions of social, cultural, and other programs."

At the June 18 - 19, 2018 regularly scheduled HHC meeting, HHC approved to time extend the NHDPP through June 30, 2020. The department continues to implement the NHDPP areas of individual development (homeownership assistance and agriculture lessee assistance, including scholarships to the 2019 Agriculture Leaderships Foundation Hawaii conference) and community development (i.e., community liaison, DHHL Trust grants, and State Grant-In-Aid administration).

Further, pursuant to HAR  $\S10-6.1-5$  ". . . common to all types of assistance shall be the minimum requirement that the beneficiaries of the assistance must be native Hawaiian . . . Grants shall only be awarded to public agencies and non-profit organizations . ."

#### Funding

The NHDPP is funded directly by the Native Hawaiian Rehabilitation Fund (NHRF), which was created by the 1978 Constitutional Convention to finance various activities intended to exclusively benefit native Hawaiians. This includes, but is not limited to, educational, economic, political, social, and cultural processes by which the general welfare and conditions of native Hawaiians are improved and perpetuated. The source of revenue for this fund is primarily derived from 30% of state receipts, derived from lands previously cultivated and cultivated as sugarcane lands and from water licenses.

The HHC at its June 17 - 18, 2019 meeting approved a total budget of \$500,000 for the implementation of DHHL Trust grants.

#### DISCUSSION

#### Current DHHL Grants Administration

Below is a summary of changes since the previous Grants Status Report in July 2019. See Exhibit A for a complete listing of all grants and for further details.

- State Grants-In-Aid (GIA) (14)
  - o 2 GIAs were released and encumbered by contract Kailapa Community Association and Waiohuli Hawaiian Homesteaders Association Inc.
  - o Initiated time extension for 1 GIA Waiohuli Hawaiian Homesteaders Association Inc.
  - o Currently processing the contract for the GIA awarded to Ahupua'a o Moloka'i by the 2019 State Legislature.
  - Capacity Building Grants (14)
    - o 2 grants completed Ahupua'a o Moloka'i and Kekaha Hawaiian Homelands Association.
    - o 2 grants were executed by contract, though these grants were awarded in 2017 Kalalea/Anehola Farmers Hui and Paukūkalo Hawaiian Homes Community Assoc. Inc.
    - o Time extension executed for 1 grantee Piihonua Hawaiian Homestead Association.
    - o 1 grantee has not executed the grant contract since the award was made in 2017 Ahahui 'Aina Ho'opulapula o Waiohuli.

- o Papakolea Community Development Corporation declined the grant award.
- o Papakolea Hawaiian Civic Club, using Fiscal Sponsor PAC Foundation, to submit final invoice and reports.
- Agriculture Peer-to-Peer Grants (7)
  - o 5 grants completed -- Ka'ala Farm Inc. (2 grants), Kekaha Hawaiian Homelands Association, Kēōkea Homestead Farm Lots Association, and Makakuoha Cooperative.
- Regional Plan Priority Project Grants (6)
  - o 2 grants completed Maku'u Farmers Association and Pa'upena Community Development Inc.
  - o Processed amendments to scope, budget and timeline for Community Capacity Projects Hawaii.
  - o Processed grant time extension for Waiohuli Hawaiian Homesteaders Association Inc.
- Hawaii Compliance Express (HCE) "Not Compliant" (3)
  - o Ahahui 'Aina Ho'opulapula o Waiohuli, Maui
  - o Piihonua Hawaiian Homestead Community Association, Hawai'i
  - o PAC Foundation, O'ahu

#### Fiscal Year 2020 Grants Cycle

In September 2019, DHHL released two (2) Requests for Proposals soliciting for grant applications for Capacity Building and for Regional Plan Priority Project Grants.

#### Capacity Building Grant (\$5,000 maximum per organization)

- Purpose of this grant is to build and strengthen the organizational capacity for homesteads to deliver on their mission and community vision. Capacity areas include, but are not limited to, the following:
  - o Community visioning, Strategic Planning
  - o Board governance
  - o Financial management
  - o Project/program feasibility, business planning
  - o Community and membership outreach
- Eligible applicants
  - At minimum, Grant Applicants must be a Nonprofit corporation registered with the State of Hawaii and in good standing. This includes, but is not limited to, the following:
    - o Nonprofits with a federal 501(c)(3) tax exempt status
    - o Nonprofits without a federal 501(c)(3) tax exempt status
    - o "Planned Community Association", as defined by HRS Chapter 421J

o Fiscal sponsors with a federal 501(c)(3) tax exempt status may be used

# Regional Plan Priority Project Grant (\$100,000 maximum per organization)

- Purpose of this grant is to support homesteads to plan and implement the priority projects identified in a DHHL Regional Plan. There are 22 Regional Plans.
- Eligible applicants
   At minimum, Grant Applicants must be a Nonprofit corporation
   registered with the State of Hawaii and in good standing.
   This includes, but is not limited to, the following:
  - o Nonprofits with a federal 501(c)(3) tax exempt status
    - o Nonprofits without a federal 501(c)(3) tax exempt status
    - o "Planned Community Association", as defined by HRS Chapter 421J
    - o Fiscal sponsors with a federal 501(c)(3) tax exempt status may be used

For both grant applications, DHHL conducted Grants Informational Meetings statewide to provide opportunity have discussions with potential grant applicants in-person.

Table 1
DHHL Grants Info Meeting Schedule

DATE	LOCATION
September 3	Kaunakakai, Moloka'i
September 5	Lihue, Kaua'i
September 9	Paukukalo, Maui
September 10	Kapolei, O'ahu
September 18	Waimea, Hawai'i
September 19	Hilo, Hawai'i

- Total of 18 applications were received by the due date of November 4, 2019. One application was received after the deadline and was disqualified from further consideration.
  - o 11 applications were received for the Capacity Building grant.
  - o 7 applications were received for the Regional Plan Priority Project grant.
- Total of 17 organizations submitted applications.
  - Grant applications are currently under review. DHHL plans to submit funding recommendations to the January 28 29, 2020 (tentative) regularly scheduled Hawaiian Homes Commission meeting.

The following is a detailed breakdown.

Table 2
FY 20 Grant Cycle Solicitation: Grant Applications Received

Organization	Capacity	Regional Plan
	Building grant	Priority Project
	requested	grant requested
KAUA'I (1)	to the Control of Section of	
Kalalea/Anehola Farmers Hui	N/A	\$16,168
O'AHU (3)		
Princess Kahanu Estates (PKE)	\$5,000	\$100,000
Aha Kuka, using Fiscal	\$5,000	N/A
Sponsor PKE		
Waianae Valley Homestead	\$5,000	N/A
Community Association Inc.		
MAUI (0)		
LĀNA'I (0)		
MOLOKA'I (10)		
Ahonui Homestead Association	\$5,000	N/A
Ahupua'a o Moloka'i, joint	\$15,000	N/A
application with Makakuoha		
Cooperative and Ho'olehua		
Homestead Association		
Ahupua'a o Moloka'i	N/A	\$100,000
Ho'olehua Homestead	N/A	\$99,692
Agriculture Association,		
using Fiscal Sponsor		
Homestead Community		
Development Corporation		
Kalama'ula Homesteaders	\$5,000	\$100,000
Association	M . III	The second second
Moloka'i Homestead Farmers	\$5,000	N/A
Alliance (MHFA)		
Kupuna Committee, using	\$5,000	N/A
Fiscal Sponsor MHFA		
Napualei o Hina Homestead	\$10,000	N/A
Association, joint		
application with Hoopili		
Farmers		
HAWAI'I (3)		
Kailapa Community Association	\$5,000	\$100,000
La'i 'Opua Community	\$5,000	N/A
Development Corporation		
Pana'ewa Community Alliance	N/A	\$100,000
TOTAL requested amounts	\$70,000	\$615,860
Approved budget amounts	\$200,000	\$300,000
Difference	\$130,000	<\$315,860>

#### RECOMMENDATION

For information only. No action required.

# **DHHL Grants Status Report**

January 27 - 28, 2020

ISLAND	GRANT TYPE	ORGANIZATION (legal name)	PROJECT DESCRIPTION	START DATE	END DATE	DHHL Land Disposition (if applicable)	TOTAL GRANT	BALANCE	STATUS
HAWAII	СВ	Kailapa Community Association	Data management, board training, donor development, quarterly newsletter, travel to DHHL meetings and Legislative hearings.	6/22/2017	12/31/2018	LIC 751	\$5,000	\$0	COMPLETE
HAWAII	GIA-CIP	Kailapa Community Association	Community Center CIP	12/29/2017	12/31/2019	LIC 751	\$500,000	\$200,000	ACTIVE Project underway
HAWAII	GIA-CIP	Kailapa Community Association	Community Center CIP	8/1/2019	6/30/2021	LIC 751	\$600,000	\$120,000	ACTIVE Project underway ACTIVE
HAWAII	RP	Kailapa Community Association	Community Center CIP	6/20/2018	12/31/2019	LIC 751	\$51,529	\$26,529	Project underway
HAWAII HAWAII	CB GIA-CIP	Kaumana Hawaiian Homes Community Association La'i'Opua 2020	Increase membership, get training to create and maintain website, create and distribute KHHCA logo shirts to members, survey homesteaders and surrounding residents about community issues.  Community Center CIP	6/22/2017 12/22/2017	PENDING 12/31/2020 12/31/2019	N/A	\$4,900 \$500,000		PENDING Awaiting grantee to sign time extension COMPLETE
	The state of	La 1 Opua 2020		12/22/2017			C. 1		ACTIVE
HAWAII	GIA-CIP	La'i 'Opua 2020	Community Center CIP	1/28/2019	6/30/2020	GL 286	\$450,000	\$5,000	Project underway ACTIVE
HAWAII	GIA-OP	La'i 'Opua 2020	Administrative and operational costs	12/14/2018	6/30/2020	GL 286	\$200,000	\$100,000	Project underway
HAWAII	RP	Maku'u Farmers Association	Maku'u Sustainable Garden Project - monthly ag training classes Kamoleao Cultural Resource Center	7/3/2018	6/30/2019	LIC 551	\$100,000	\$10,000	COMPLETE
HAWAII	GIA-CIP	Pana'ewa Community Alliance	planning and design	6/1/2016	12/31/2020	LIC 788	\$150,000	\$75,000	Project underway
HAWAII	СВ	Piihonua Hawaiian Homestead Community Association	Secure new partnships, promote board engagement, and increase membership through a logo design and creation process involving homesteaders, students, and faculty at HCC. Logo will be put on t-shirts, website, and educational materials.	8/4/2017	12/31/2020	N/A	\$5,000	\$500	ACTIVE Project underway HCE NOT COMPLIANT
KAUAI	RP	Community Capacity Projects Hawaii	Implement the Pu'u 'Opae agriculture and water plan - install fencing, construct tool shed, and conduct stewardship training and work summit	6/20/2018	PENDING 11/30/2020		\$41,600	\$20,800	ACTIVE Project Underway
			Improve website, develop social media, marketing training, facility repairs, create a						ACTIVE
KAUAI	CB	Kalalea/Anehola Farmers Hui  Kekaha Hawaiian Homestead Association	business center, increase membership Conduct 18-month pilot test of Pu'u 'Opae Ho'omakaukau Training Program with 5 - 8 beneficiaries on Kauai Ag and Pastoral Waitlist	8/23/2019 8/4/2017	12/31/2020 6/30/2019	ROE 584	\$1,000 \$15,000		Project Underway  COMPLETE  Awaiting final invoice
KAUAI	СВ	Kekaha Hawaiian Homestead Association	Conduct regular community activities, including movie nights, holiday celebrations, community concerns meetings. Secure long term lease for Pu'u 'Opae Farm plan.		12/31/2018		\$5,000		COMPLETE

# **DHHL Grants Status Report**

January 27 - 28, 2020

ISLAND	GRANT TYPE	ORGANIZATION (legal name)	PROJECT DESCRIPTION	START DATE	END DATE	DHHL Land Disposition (if applicable)	TOTAL GRANT	BALANCE	STATUS
MAUI	СВ	Ahahui Aina Hoopulapula o Waiohuli	Board training, strategic planning, develop marketing strategies, develop organizational functions, increase membership.	TBD	TBD	N/A	\$5,000		PENDING Awaiting documents from grantee HCE Not Compliant
MAUI	RP	Ka 'Ohana o Kahikinui, Inc.	Install a fog drip catchment system with water tanks/reservoirs	6/20/2018	12/31/2020	PENDING	\$100,000	\$100,000	PENDING Funds withheld until ROE approved
MAUI	AG	Keokea Homestead Farm Lots Association	Train 28 beneficiaries on farm lot prep using heavy equipment; plan and purchase green houses; cultivate cash crops	6/15/2017	12/31/2019	ROE 496	\$75,700	\$0	COMPLETE
MAUI	СВ	Keokea Homestead Farm Lots Association	Train farmers to use heavy construction equipment so they can prepare their land for crops	6/15/2017	6/30/2018	ROE 496	\$5,000	\$0	COMPLETE
MAUI	СВ	Paukukalo Hawaiian Homes Community Assoc., Inc.	Update community vision plan for the re- development of the former Armory site as a health and education center	12/1/2017	12/31/2020	N/A	\$3,608		ACTIVE Project underway
MAUI	RP	Pa'upena Community Development, Inc. Waiohuli Hawaiian Homesteaders	Build 6 10,000 gallon water catchment systems on 5 individual lessee lots and 1 on Keokea Association property; and train 2 homesteaders on how to build them	7/18/2018	12/31/2020	Keokea Assoc ROE 496	\$46,871	\$0	COMPLETE
MAUI	GIA-CIP	Association, Inc.	Community Center and Park CIP	8/18/2015	6/30/2018	LIC 695	\$1,500,000	\$0	COMPLETE
MAUI	GIA-CIP	Waiohuli Hawaiian Homesteaders Association, Inc.	Community Center and Park CIP	3/18/2018	12/31/2020	LIC 695	\$500,000	\$25,000	ACTIVE Project Underway
MAUI	GIA-CIP	Waiohuli Hawaiian Homesteaders Association, Inc.	Community Center and Park CIP	7/16/2019	8/31/2020	LIC 695	\$450,000		ACTIVE Project Underway
MAUI	GIA-OP	Waiohuli Hawaiian Homesteaders Association, Inc.	Administrative and operating costs	10/29/2019	6/30/2020	LIC 695	\$150,000	The second of th	PENDING Contract in process
MAUI	RP	Waiohuli Hawaiian Homesteaders Association, Inc.	Community Center and Park CIP	7/18/2018	6/30/2020	LIC 695	\$60,000	\$12,000	ACTIVE Project Underway
MOLOKAI	AG	Ahupua'a o Moloka'i	Hanai a Ulu: business training, seed- saving, subsistence gardening	7/3/2018	8/31/2020	N/A	\$84,300		ACTIVE Project Underway
MOLOKAI	СВ	Ahupua'a o Moloka'i	Board training, strategic planning, develop/improve organizational management processes, increase membership and outreach for 6 homestead organizations	8/4/2017	12/31/2018	N/A	\$33,310		COMPLETE
MOLOKAI	GIA-CIP		Renovations to the Ho'olehua Hale (old schoolhouse)	TBD	TBD	ROE 507	\$100,000		PENDING Contract in process
MOLOKAI	GIA-CIP		Kiowea Park improvements	4/1/2016	6/30/2020	LIC 754	\$500,000	\$5,000	ACTIVE Project Underway
MOLOKAI	AG		Natural Farming Systems	6/2/2016	6/30/2019	N/A	\$70,000		COMPLETE Awaiting reports. Final payment withheld.
MOLOKAI	СВ	Moloka'i Hawaiian Home Lands Kupuna Committee (Fiscal Sponsor: Moloka'i Homestead Farmers Alliance)	Financial training for kupuna	8/4/2017	6/30/2018	N/A	\$5,000	\$0	COMPLETE

## **DHHL Grants Status Report**

January 27 - 28, 2020

ISLAND	GRANT TYPE	ORGANIZATION (legal name)	PROJECT DESCRIPTION	START DATE	END DATE	DHHL Land Disposition (if applicable)	TOTAL GRANT	BALANCE	STATUS
MOLOKAI	СВ	Moloka'i Homestead Farmers Alliance	Develop a website, host a professional presentation on Hawaiian culture and history	8/4/2017	6/30/2018	N/A	\$5,000	\$0	COMPLETE
MOLOKAI	GIA-CIP	Moloka'i Homestead Farmers Alliance	Lanikeha Center Improvements	8/4/2016	12/31/2020	LIC 789	\$1,750,000		ACTIVE Project Underway
MOLOKAI	AG	Sons of Ho'olehua Cooperative (Fiscal Sponsor: Sust Aina Ble Molokai)	Train and assist 4 Co-op members to develop ag lots into commercial farming businesses	9/26/2017	6/30/2020	N/A	\$69,300	\$26,300	ACTIVE Project Underway
OAHU	AG	Kaala Farm, Inc.	Train 6 Wai'anae homesteaders to participate in the 'Ohana gardens project, including starting own garden at Ka'ala Farm or on own homestead lot	6/29/2015	12/31/2016	LIC 724	\$36,032	\$0	COMPLETE
OAHU	AG	Kaala Farm, Inc.	Train 6 Wai'anae homesteaders and their families about farming wet- and dry-land kalo processing and marketing kalo products	6/22/2017	12/31/2018		\$40,000		COMPLETE
OAHU	GIA-CIP	Kapolei Community Development Corporation	Heritage Center project construction	4/1/2016	12/31/2018	GL 288	\$500,000	\$0	COMPLETE
OAHU	СВ	Papakolea Community Development Corporation	Update and implement a strategic plan and conduct at least 3 community and family engagement activities	N/A	N/A	N/A	\$5,000		Grantee declined funds
OAHU	СВ	Papakolea Hawaiian Civic Club (Fiscal Sponsor: PAC Foundation)	Focus group interviews with residents to plan products and services to serve the needs of Papakolea residents	6/15/2017	6/30/2018	N/A	\$5,000		GRANT EXPIRED Awaiting reports from grantee. Final payment withheld. HCE Expired
OAHU	СВ	Princess Kahanu Estates Association	Develop the capacity to locate, apply for, execute, and report on government and foundation funding by hiring a grantwriter to train board members and guide them through the proposal writing process for 3 projects	12/11/2017	6/30/2019	N/A	\$5,000	\$0	COMPLETE
			•			TOTAL	\$8,733,150	\$1,163,287	
							, ,	, , , , , , , , , , , , , , , , , , , ,	1

NOTES: HCE = Hawaii Compliance Express

#### **GRANT TYPES:**

AG = DHHL Agriculture Peer-to-Peer grants

CB = DHHL Capacity Building grants

RP = DHHL Regional Plan Priority Project grants

GIA-CIP = HRS Chapter 42F State Grant-In-Aid, Capital Improvement Project grant

GIA-OP = HRS Chapter 42F State Grant-In-Aid, Operating grant

DHHL Trust \$883,150 STATE GIA \$7,850,000

# STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

January 27 - 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

Through: Andrew H. Choy, Acting Planning Program Manager

FROM: Gigi O. Cairel, Grants Specialist HCand

SUBJECT: For Information Only - Moloka'i Regional Plan Update

RECOMMENDED MOTION / 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) update of the Moloka'i Regional Plan.

#### Background

Regional plans build a sense of community and capacity, stimulate partnerships for development and improvements, facilitate beneficiary participation in issues and areas of concern, and identify priority projects within existing and planned homestead areas. The plan may focus on a particular homestead community or several homestead communities in the region. At a minimum, the regional plans document current conditions and trends and identify a prioritized list of projects important to the community and DHHL.

The DHHL Moloka'i regional planning area encompasses the entire island of Molokai, County of Maui. This region encompasses over 25,000 acres of land owned by DHHL, including the following land use designations, as shown in Table 1 below. Exhibit A provides a map illustrating the location of each tract - Ho'olehua, Kalama'ula, Kapa'akea, Kamiloloa-One Ali'i, 'Ualapu'e.

TABLE 1

Moloka'i Land Use Designations

Land use designation	Acres	Percent of total
Residential Homestead	742	2.87
Subsistence Agriculture	2,338	9.04
Supplemental Agriculture	5,862	22.64
Pastoral	1,927	7.45
General Agriculture	6,415	24.80
Special District	7,758	29,99
Community Use	93	0.36
Conservation	655	2.53
Commercial	58	0.22
Industrial	16	0.06
Total Acres	25,864	100

Moloka'i is home to DHHL's two oldest homesteads: Ho'olehua and Kalama'ula. Tables 2 and 3 below show number of homestead leases and applicants, as of November 30, 2019.

TABLE 2 Leases as of November 30, 2019

Homestead	Residential	Agricultural	Pastoral	TOTAL Leases
Ho'olehua	155	346	21	522
Kalama'ula	164	74	3	241
Kapa'akea	47	0	3	50
Kamiloloa-One Ali'i	28	0	0	28
Mo'omomi	0	3	0	3
TOTALS	394	423	27	844

TABLE 3
Applicants
as of November 30, 2019

Homestead	Residential	Agricultural	Pastoral	TOTAL Applicants
Ho'olehua	8	18	1	27
Kalama'ula	4	.0	0	4
Kaapakea	7	0	0	7
Kamiloloa-One Ali'i	1	.0	0	1
Islandwide	806	1,062	203	2,071
TOTALS	826	1,080	204	2,110

The DHHL Moloka'i Regional Plan was originally adopted by the HHC in 2007, then updated in 2010. The outlook of a regional plan is typically 3 - 5 years. Because it has been more than 5 years since the last update, and also because four out of the five priority projects have been implemented, there was a need to reevaluate and update the regional plan for Moloka'i. DHHL initiated the process to update the regional plan in September 2018. Subsequent beneficiary consultation meetings on Moloka'i were conducted from November 2018 to October 2019. A draft plan was completed in October 2019 based on these meetings. A 30-day comment period was conducted (October 24 -November 25, 2019) and the draft plan was revised. This submittal summarizes the comments received and how the draft plan was revised. (See Exhibit B, copy of the revised draft plan is available on the DHHL website - https://dhhl.hawaii.gov/molokai-regional-plan-2019/).

#### Outreach Process and Methodology

This planning process began in September 2018, DHHL staff met with homestead leaders to get their input on a planning process and schedule that would work for their community. Also, leaders were asked to respond to "why they love their community." This initial information was used to draft a vision and values statements, which was then presented at the first beneficiary consultation meeting held on November 1, 2018. Subsequent to the first meeting with leaders and based on their input, four beneficiary consultation meetings were planned.

Table 1 highlights the planned activities that were completed.

Table 1.
Beneficiary Consultation Activities and Outcomes

DATE	ACTIVITY	OUTCOME
September 5, 2018	Met with homestead leaders	Notified homestead leaders about the upcoming regional plan process and got input and feedback on the planning process and schedule. Also, asked the question, "why I love this community?"
November 1, 2018	Beneficiary consultation meeting #1	Introduced the planning process and planning team to the community. As a group, Identified characteristics of a healthy and thriving native Hawaiian community and common vision.
December 5, 2018	Beneficiary consultation meeting #2	The intent of this meeting was to brainstorm a list of potential projects that will address the draft vision and values from the prior meeting. At the community's request, we instead reviewed the 2010 Regional Plan, including the 5 priority projects and the homestead issues, concerns and potential projects.
January 30, 2019	Beneficiary consultation meeting #3	The intent of this meeting was to continue discussing the list of potential projects. New projects were also introduced by community members.

DATE	ACTIVITY	OUTCOME
April 11, 2019	Beneficiary consultation meeting #4	The intent of this meeting was to finalize the vision and value statements and to prioritize the list of potential projects. These tasks were deferred to the next meeting due to the community's request for more time to review the materials.
June 26, 2019	Beneficiary consultation meeting #5	The vision and value statements were finalized. The group as a whole went through a prioritization process and identified the top 5 priority projects.
July -August 2019	Community volunteers met as committees	At the previous meeting, community members volunteered to serve on committees to assist with each priority project write-up.
October 24, 2019	Beneficiary consultation meeting #6	Received beneficiary comments on the draft plan and priority project descriptions.
October 25 - November 25, 2019	30-day comment period on the draft plan	A 30-day comment period was completed.

## Results of Beneficiary Consultations

Through the Beneficiary Consultation planning process, participants identified the following as characteristics of a health and thriving Molokai homestead community. Though there are several distinct homestead areas on the island of Molokai, this community has chosen to stay as one region.

#### VISION

"Moloka'i beneficiaries are thriving on the land where the way of life and sense of community continue to hold strong. Acknowledging the diversity of each homestead on Moloka'i, we envision a unified community grounded in Hawaiian values and cultural traditions passed to us from our kūpuna. Core values are preserved while embracing modern pathways to a sustainable future."

In addition to the vision statement above, the vision statement from the County of Maui Community Development Plan (CDP) also articulates the who and what it is that the community would like to become. A copy of the vision statement from the County CDP is included in the DHHL Regional Plan in Appendix A.

The vision statement above was developed during the outreach and planning process and based on the following values.

#### VALUE STATEMENTS

Our Cultural Traditions Give Us Knowledge and Strength.
The legacy of our ancestors is honored through our daily

practices in order to help us connect with our rights and kuleana. Standing tall on a solid foundation of Hawaiian values and cultural traditions for future generations, we know who we are, we excel in what we do, and we can see far.

#### Water Flow Invigorates Waiwai.

Water is essential to life, and for us to thrive on our 'āina. Water enables us to grow food, provide sustenance for our families, and ensure self-sufficiency. Access to an efficient and reliable water system is critical to preserving our lifestyle.

#### Sense of Community and Lifestyle.

There is a genuine sense of aloha and strong sense of 'ohana on our island. Everyone looks after one another and cares for each other. The rural way of life remains an integral part of our community.

#### We Practice and Teac Aloha 'Aina and Malama 'Aina.

It is our kuleana to care for our 'āina and kai because they nourish our families, both physically and spiritually. We take pride in stewardship of our subsistence resources to provide for current and future generations, a kuleana passed to us from our kūpuna.

Priority Project Recommendations

Based on the above characteristics and subsequent discussions with beneficiaries, five priority projects were identified based on the community's vision and value statements. The priority projects identified are as follows:

- 1. 'Ualapu'e Kuleana Homestead Project and Cultural Resources Management Plan Based on feedback during the beneficiary consultation meetings, participants proposed a kuleana homestead opportunity in 'Ualapu'e, located in east Moloka'i. A kuleana homestead is an alternative to a traditional DHHL homestead, in which beneficiaries are given a chance to lease un-improved, off-grid lots. Also lessees commit to work together and to mālama 'āina as a community. The kuleana homestead program was created as a method to get applicants onto the land more quickly by shortening the lot development timeframe compared to a traditional homestead development.
- 2. Ho'olehua Hale Improvements This existing building is in need of repairs and compliance with the Americans with Disabilities Act (ADA). Once used as a schoolhouse since the 1930s, this building today is being used by the community for office space, homestead association programs, Hanai Ulu Farming Program, and Ohana Learning Academy (home school program).
- 3. Water Rates Assessment and Legal Analysis of Beneficiary Rights Given Potable Water Rate Disparities For drinking water, DHHL beneficiaries on Moloka'i are served by two water systems: The DHHL-owned water system serves Ho'olehua and Kalama'ula homesteads; and, the County of Maui water system serves the Kapa'akea and Kamiloloa-One Ali'i homesteads. Beneficiaries have expressed concerns that those served by the County system pay a higher water rate than beneficiaries on the DHHL-owned system. This priority project is to conduct a water rates assessment and to prepare a legal analysis of beneficiary rights impacted by the water rate disparities.

This priority project is a first step to a potential project from the 2010 regional plan: "Normalize water rates between users receiving water from county and DHHL [potable water] systems." As a result of beneficiary consultation, this is now a Priority Project in the 2019 regional plan.

4. Shared Farm Equipment for Agricultural Lessees - This project is to address beneficiary needs to access farm equipment at an affordable cost. For an individual farmer,

purchasing and maintaining farm equipment involves a high initial capital investment as well as resources for long-term maintenance. For many farmers, this is a challenge, particularly in a remote, rural area such as Moloka'i. The idea for a shared farm equipment program is to use the purchasing power of a group of farmers and have a centralized management structure to maintain the equipment in the long-term.

This was a potential project from the 2010 regional plan. As a result of beneficiary consultation, this is now a Priority Project in the 2019 regional plan.

5. Road improvements - This project is to conduct an inventory of the roads in homestead areas and to assess the condition of the roads. Roads will then be prioritized on several factors including level of service, severity of conditions, and needed improvements.

This priority project is an update from a potential project from the 2010 regional plan: "Request coordination with contractors to repair road to pre-installation conditions [prior to fiber optics]." As a result of beneficiary consultation, this is now a Priority Project in the 2019 regional plan.

A more thorough description of these priority projects is found in the draft plan and also available on the DHHL website:

https://dhhl.hawaii.gov/molokai-regional-plan-2019/

#### DRAFT REGIONAL PLAN UPDATE

Based on beneficiary comments received at the October 2019 meeting and during the 30-day comment period (which ended November 25, 2019), the following minor revisions were made to the first draft plan (October 2019 version).

1. 'Ualapu'e Kuleana Homestead Project and Cultural Resources Management Plan

Beneficiary comment was made that the project champion, Ahonui Homestead Association, consider meeting with representatives of the Ka 'Ohana o Kahikinui (KOOK) association, which is the only kiuleana homestead in the state.

This was added to the draft plan.

- 2. Ho'olehua Hale Improvements no comments received.
- 3. Water Rates Assessment and Legal Analysis of Beneficiary Rights Given Potable Water Rate Disparities

Beneficiary comment was made to consider working with the Office of Hawaiian Affairs (OHA) to develop a financial assistance program for beneficiaries with financial hardship cases towards paying their water bills to the DhHL-owned system.

This was added to the draft plan.

4. Shared Farm Equipment for Agricultural Lessees

Beneficiary comment was made to consider working with the University of Hawaii College of Tropical Agriculture and Human Resources (CTAHR) to provide technical assistance to homestead farmers to seek financial assistance to develop the shared-farm equipment program

This was added to the draft plan.

5. Road Improvements

Beneficiary comments were incorporated in the project background information section of the draft plan. The comments identified some of the current road conditions and locations to be assessed.

#### Additional comments received

- 1. 'Ualapu'e Kuleana Homestead Project and Cultural Resources Management Plan
- a. DHHL received comments on consideration of the land, cultural resources, and environmental conditions and of ongoing efforts to restore the land in 'Ualapu'e and surrounding areas prior to any development.

It is expected that in the planning process, this project will undergo a rigorous assessment and analysis of the environmental conditions, per Hawaii Revised Statutes Chapter 343. A cultural resource management plan is also identified as a major step for this project. Both the State EA and a cultural resource management plan are currently listed as part of the project implementation steps.

No further revision to the draft plan was made in regards to this comment.

b. DHHL licensee substance abuse treatment service provider DHHL received comments from a current licensee, Ka Hale Pomaikai, whose facility is located near the proposed area for the 'Ualapu'e kuleana homestead priority project. Ka Hale's license is currently due to expire in 2021. They are expressing concern early in the planning process that the land on which their facility is located may be retracted by DHHL for homesteading purposes.

It is expected that in the planning process, this project will undergo a rigorous assessment and analysis of the environmental conditions, per Hawaii Revised Statutes Chapter 343. The EA process among other studies, will help determine the project location (TMKs), feasibility and estimated costs for the proposed 'Ualapu'e kuleana homestead project.

No revision to the draft plan was made in regards to this comment.

- 3. Water Rates Assessment and Legal Analysis of Beneficiary Rights Given Potable Water Rate Disparities
- a. Moloka'i Irrigation System (MIS)
  The initial project description that DHHL received from community members was about beneficiary rights to the MIS. In further clarification, it was determined this priority project is in regards to the different water rates charged to beneficiaries connected to the potable water systems owned by DHHL and by the County. Because the MIS is a vital component to quality of life on Moloka'i and 80% of its 250 customers are beneficiaries, the MIS is a critical component to life on Moloka'i.

On a parallel effort, the current DHHL work plan includes a financial assessment of the MIS to help determinate its financial health prior to DHHL consideration to takeover ownership and management.

Copy of the community write-up is included as Appendix F in the draft plan.

#### NEXT STEPS FOR MOLOKA'I REGIONAL PLAN UPDATE COMPLETION

- Revise the draft plan per comments received during the January 2020 HHC meeting in Kapolei, Oahu.
- Seek HHC approval of the plan at the February 2020 HHC meeting in Kapolei, Oahu.

Note: community consensus indicated the department may move forward with the draft plan review then seek HHC approval at the upcoming HHC meetings in Kapolei Oahu.

Recommended action

None; for information only.

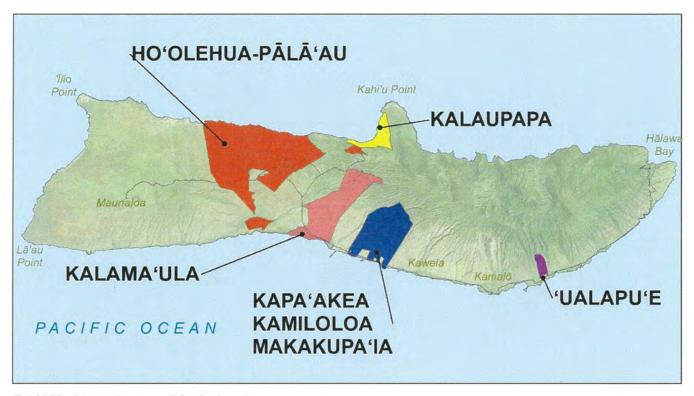
# EXHIBIT A

ITEM G-4
Hawaiian Homes Commission Meeting
January 27 - 28, 2020

PLANNING AREA MAP

of Kahananui Gulch, Ki'inohu Gulch, and Mo'omuku Gulch. The elevation ranges from 25 to 1,000 feet above sea level.

Figure 5. Planning Area



## DHHL Lands on Moloka'i

DHHL Moloka'i Regional Plan 2019 Island of Moloka'i

Department of Hawaiian Home Lands Prepared by:





Disclaimer: This graphic has been prepared for general planning purposes only and should not be used for boundary interpretations or other spatial analysis.

# EXHIBIT B

ITEM G-4
Hawaiian Homes Commission Meeting
January 27 - 28, 2020

2019 MOLOKA'I REGIONAL PLAN UPDATE DRAFT

GO TO:

https://dhhl.hawaii.gov/molokai-regional-plan-2019/

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 28 & 29, 2020

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Andrew Choy, Acting Planning Manager

SUBJECT: G-5 Approval of Recommendations for Capacity Building Grant Awards and

Regional Plan Priority Project Grant Awards (statewide)

RELEVANT MATERIAL WILL BE DISTRIBUTED UNDER SEPARATE COVER.

# HAWAIIAN HOMES COMMISSION JANUARY 27 & 28, 2020 KAPOLEI, O`AHU

# H – ITEMS ADMINISTRATIVE SERVICES OFFICE

#### STATE OF HAWAII

#### DEPARTMENT OF HAWAIIAN HOME LANDS

January 27 & 28, 2020

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Rodney Lau, Administrative Services Officer

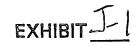
SUBJECT: H-1 Approval to Amend to FY 2020 DHHL Development Budget

RELEVANT MATERIAL WILL BE DISTRIBUTED UNDER SEPARATE COVER.

ITEM NO. H-1

# HAWAIIAN HOMES COMMISSION JANUARY 27 & 28, 2020 KAPOLEI, O`AHU

# J – ITEMS REQUESTS TO ADDRESS THE COMMISSION



Emmett Lee Loy, Esq. <eleeloy@protonmail.com>

Sent:

Monday, December 09, 2019 8:51 PM

To:

Burrows-Nuuanu, Leatrice W

Subject:

[EXTERNAL] Re: J Agenda Request

Mahalo Lea Burrows-Nuuanu:

Thank you for your understanding.

I finally have some resource to build but after talking with my friends and fellow Kahikinui lease holders, I gotta tell you that, with all this pilikia, dishonest Board members, their conduct to actively exclude fellow leaseholders, deny their right to vote for leadership or disenfranchisement and, for me, public safety, specifically, fire threats (nine man made fires at Kahikinui since 2003 — seven [7] in the past six [6] years), I have some concerns.

In meeting this past Saturday, I could discern the anxiety in the faces of your beneficiaries. Many of us have been made to feel unwelcome and excluded at the KOOK board meetings. But to be told to your face that you cannot vote for your Board members, denied that right to vote, and then told you have to listen to their edicts AND will lose your lease on December 15th, is difficult, especially when they have designs to take their fellow lessees lands.

Anyhow, I appreciate your courtesies, Ms. Burrows-Nuuanu.

Yes, I accept.

Please treat this reply to your most kind communication as being my request to be placed on the Hawaiian Homes Commission January 14th, 2020, "J Agenda" set at 9 a.m.. I shall appear and address the HHC, and then, only briefly.

Mahalo,

Emmett E. Lee Loy

Sent from ProtonMail Mobile

On Mon, Dec 9, 2019 at 3:18 PM, Burrows-Nuuanu, Leatrice W < leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

Aloha Mr. Leeloy,

Mahalo, for your call, and request to be on the J Agenda. Unfortunately, the due date for J Agenda requests has passed. I understand that your concern about lease cancellations in Kahikinui, but rest assured the Commission is well aware that only the Commission can cancel leases through a specific process.

The due date for January's J Agenda is January 14<sup>th</sup>. If you'd like to be listed for the January J Agenda, please indicate it in your reply. Otherwise, you also have the option to sign up for Public Testimony on

WRITTEN TESTIMONY OF EMMETT LEE LOY, BENEFICIARY LESSEE OF LOT #10 AT KAHIKINUI, ISLAND OF MAUI, STATE OF HAWAII, PREPARED FOR THE HAWAIIAN HOMES COMMISSION MEETING ON MONDAY, JANUARY 27, 2020, 1:30 P.M.

Dated: Wednesday, January 15, 2019 2

From: Emmett E. Lee Loy

583 Kamoku Street. #3101 Honolulu, Hawaii 96826 Tel. No. (808) 352-4897

To: Members of the Hawaiian Homes Commission (HHC)

Dear Mr. William Aila, Chairman and Members of the HHC, and individual Staff Members of the State of Hawaii Department of Hawaiian Home Lands (DHHL):

1. PRIOR NOTICE OF PERSONAL LIABILITY FOR BREACHES TO THE HAWAIIAN HOMES COMMISSION ACT, 1920, GIVEN IN VERBAL TESTIMONY OF DECEMBER 16, 2019, HEREIN INCORPORATED BY REFERENCE IN ENTIRETY AS PART OF BOTH WRITTEN AND VERBAL TESTIMONY SUBMITTED FOR JANUARY 20, 2019, 1:30PM HEARING

My name is Emmett E. Lee Loy, Attorney at Law, and a beneficiary lessee holding Lot #10 at Kahikinui, Island of Maui, Hawaiian Homestead (Kahikinui).

As you know, I did previously appear and testify on Monday, December 16, 2019, before the HHC about some of the concerns I had about the lots in general at Kahikinui, and my Lot #10, in particular, wherein verbal **NOTICE** was given as to the very serious risk of exposure by HHC members and DHHL staff **personal liability** for breaches of trust to the HHCA, 1920, and the failure to administer the HHCA in a manner that Congress had contemplated, and your State had agreed to, in the Admission Act, 1959, Section 4.

This written testimony reiterates that verbal NOTICE, now made in writing and submitted as part of this testimony, thus now providing **WRITTEN NOTICE** of exposure by HHC members and DHHL staff, for failure to administer the HHCA lands at Kahikinui as Congress had contemplated since 1921.

2. DANGEROUS CONDITIONS PERSIST TODAY AT KAHIKINUI DUE TO A LACK OF INFRASTRUCTURE IN GENERAL AND A SUFFICIENT WATER

# SUPPLY, AND THE HHC AND DHHL'S DELIBERATE INDIFFERENCE TO REMEDY SUCH DANGEREOUS CONDITIONS NOW KNOWN TO EXIST

- A. On Sunday, January 12, 2020, the Ka Ohana Kahikinui Hawaiian Homestead Association held a meeting which I did attend. At the community meeting, the danger to beneficiary lessee safety and risks posed to both life and property at Kahikinui, island of Maui, was discussed, due to a lack of sufficient and adequate supply of water to fight fires started at Kahikinui, as just one example.
  - B. I had been informed and believe there have been approximately nine (9) fires at Kahikinui since 2003, seven (7) of them in the past six (6) years, these fires pose a significant danger to the Kahikinui beneficiary lessees. HHC and DHHL staff ignoring the plight of the beneficiary lessees at Kahikinui and the risk to their lives and property there simply cannot be ignored now that NOTICE has been given as to such dangerous wild fire conditions that exist today at Kahikinui.
  - C. Noteably, these fires were not caused by natural causes, such as lightening, or two sticks rubbing together by chance, but instead they were apparently caused by humans.
  - D. Resources have been expended by the federal, state and county firefighters to contain these fires at great expense in manpower and financial burden imposed.
  - 3.IN 1959, THE STATE OF HAWAII PROMISED FULFILL OBLIGATIONS IMPOSED BY CONGRESS AS A CONDITION OF STATEHOOD IN SECTION 4 OF THE ADMISSION ACT, AND THE FUNDING MECHANISM WAS PROVIDED IN THE IMMEDIATE SECTION5(f) FOLLOWING THE SECTION 4 FEDERAL-STATE COMPACT
  - A. Part of the obligation imposed upon the then new state, this HHC and your DHHL, is to deliver lots that are safe for human habitation by building the necessary insfrastructure to, not only deliver lots safe for human habitation, but also to maintain the lots and the Kahikinui community at large, safe for human habitation, so that it may thrive as envisioned by Prince Kuhio Kalanianaole.

- B. The absence of any meaningful water source and supply at Kahikinui, in light of the growing numbers of fires already having caused loss to beneficiary property, significantly poses a risk of loss of life to the beneficiary lessees at Kahikinui.
- C. This HHC and your DHHL continuing to ignore the safety of the Kahikinui community may, at some point, result in the tragic loss of life, if this HHC and your DHHL continue to fail to carry their FIDUCIARY OBLIGATIONS under the HHCA, 1920.
- 4. THE STATE OF HAWAII AND YOUR DHAL FAILED TO INVESTIGATE AND PROVIDE AN ADEQUATE STUDY AS TO NEGATIVE IMPACT ON HUMAN HABITATION OF THE KAHIKINUI LOTS AND THUS, ARE IN BREACH OF THE HHCA, 1920
- A. The State of Hawaii and your DHHL have shirked their duties imposed under the Section 4 federal-state compact requiring the Hawaiian Homes Commission Act, 1920 (HHCA) be made a part of the State Constitution, by failing to deliver lots at Kahikinui suitable for human habitation without a viable and continuous supply of water for human safety purposes, such as fire remediation and human existence at Kahikinui. This DHHL failure to provide an adequate water supply arises from a FAILURE TO INVESTIGATE.
- B. The State of Hawaii has ignored the plight of the beneficiaries at Kahikinui by failing to provide the infrastructure necessary to render the lots, roads, water supply and human waste treatment, such that the lots are not entirely safe for human habitation.
- 5. IN 1999, WHEN AWARDS WERE MADE AT KAHIKINUI, THE STATE OF HAWAII VIOLATED THE HHCA 1920 BY PRESENTING BENEFICIARIES WITH AN "ADHESION CONTRACT" THAT SOUGHT TO HAVE BENEFICAIRIES WAIVE THEIR RIGHTS TO A HABITABLE LOT AT KAHIKINUI, AS CONGRESS HAD CONTEMPLATED AND YOUR STATE AGREED TO IN 1959
- A. In 1999, The State of Hawaii violated the HHCA, 1920, by presenting beneficiary lessees with an "ADHESION CONTRACT" when beneficiary lessees were purported to have agreed to terms in a contract that violated the HHCA, 1920, which contemplates the State deliver lots suitable for human habitation.

- B. In 1999, the State of Hawaii put native Hawaiian beneficiaries in an unlawful compromise when beneficiaries, many, including this speaker, who had been on the waiting list for decades, were presented with the no viable option, absent any negotiating power on the part of the beneficiary.
- C. The "choice" presented to the beneficiaries placed in this compromising position was either 1) taking a lot at Kahikinui without adequate infrastructure OR 2) face dying on the waiting list as countless other native Hawaiians in the thousands had perished, without ever having received their share of the ancestral lands (the United States sought to treat beneficiaries upon, since passage of the HHCA, 1920).
- D. If the HHC and the DHHL staff could for a moment pause, and contemplate the thousands of faces of these native Hawaiians --- you know, the REAL kind and think about the failure of your State of Hawaii to carry out its duty it has sworn to uphold.
- E. The deliberate and callous indifference by the many employees at DHHL since Statehood that did not carry out there job, often complaining about lack of funds, all the while ignoring the funding mechanism Congress did provide under Section 5(f), and such DHHL employees that NEVER RAISED THE ALARM of the State of Hawaii first not providing sufficient funding and then, since 1978, NEVER ADVOCATING FOR THE IDENTICAL BENEFICIARIES OF THE 5(f) trust that today the State's Office of Hawaiian Affairs (OHA) is alternatively hoarding and squandering.
- F. This is an additional failure on the part of the State, this HHC and your DHHL employees in getting the State to have its creation, OHA, let go of the 5(f) monies so as to provide the revenue necessary to build the infrastructure. This collective failure on the part of DHHL complaining it does not have money, while looking the otherway when OHA is hoarding the funding, reportedly in excess of \$600 Million today, that is this HHC and DHHL's fault for not educating your Governor to make the call.
- G. This callous disregard to the natives of Hawaii that have perished due to the State of Hawaii --- YOUR

State of Hawaii --- ignoring their condition that Congress sought to treat when moving the HHCA into federal law and YOUR State had agreed to administer as a Condition to be admitted into the United States.

- H. Kind of digressed there but, getting back to these one-sided "Adhesion Contracts" was created by the State of Hawaii's DHHL employees, was drafted by DHHL employees in such a way to provide the benefit to relieve DHHL then constant criticism, rightly asserted, that DHHL employees by and large had taken up space in their cubicles without accomplishing much except expecting a pension upon retirement from the corrupt State of Hawaii.
- I. by relieving DHHL of fiduciary duties owed to beneficiaries, while pretending to benefit the beneficiaries in the offering of "raw lots."
- J. The Adhesion Contract was patently unfair, onerous and burdensome, as beneficiaries were given no viable option but only left with a "take it or leave it" option, with no bargaining capacity held by beneficiaries to insist the State of Hawaii carry out their fiduciary obligations to deliver lots at Kahikinui in a state that was "suitable for human habitation," including the building and delivery of infrastructure to render the lots safe for human habitation.
- K. There was no arms length bargaining between the beneficiaries and the DHHL.
- L. DHHL crafted the contracts, selected the language contained in the contracts and both prior to, and thereafter following, shirked their FIDUCIARY DUTIES that required DHHL to deliver the lots at Kahikinui safe for human habitation as Congress had contemplated in 1920, and the new State of Hawaii had agreed to in 1959.
- M. FINALLY, NOTICE IS HEREBY GIVEN IN WRITING that the adhesion contracts that purport to have beneficiaries waive their rights to a safe and habitable lot are UNLAWFUL AND IN VIOLATION OF THE HHCA 1920.

- N. Your witness today, and your beneficicary lessee here holding Lot #10 at Kahikinui **DEMANDS** that DHHL expend the necessary man hours and resources to begin planning to install a water main line and other lines to every homestead lot at Kahikinui.
- O. At the meeting held at Kahikinui on Sunday, January 12, 2020, NO ONE at the community objected to a water line being installed.
- P. Many attendees were not made aware of their rights to a habitable lot and have apparently been deceived by DHHL that this misconduct and malfeasance by DHHL is lawful and does not violate the HHCA, 1920.
- Q. Many of the beneficiaries at Kahikinui have been misled to believe that they have no rights under the HHCA and that there is nothing they can do to remedy the lack of water at Kahikinui.
- R. Your Declarant here states that the Adhesions Contracts signed by beneficiaries in 1999, are void for illegality OR, any severability clause contained in the contract allows this and all beneficiary lessees to seek alternative remedy IF THE DHHL continues to ignore their obligations to beneficiary lessees by failing to provide the necessary infrastructure for safe human habitation.
- S. Failure to provide the water supply and necessary infrastructure shall invite suit for which all HHC Members and DHHL employees found to be culpable shall be held personally liable, jointly and severally.

Sincerely,

Emmett E. Lee Loy

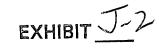
Attorney at Law

583 Kamoku Street, #3101

Honolulu, Hawaii 96826

Tel. 808-352-4897

E-mail: Eleeloy@protonmail.com



From: Sent: Craig Bo Kahui <bokahui65@gmail.com> Thursday, December 05, 2019 12:04 PM

To:

Burrows-Nuuanu, Leatrice W

Cc:

Dora Aio; Iwalani tsai; Kapua Baker; Karleen Cox; Leimamo Bean; Maring Gacusana

Subject:

[EXTERNAL] Re: Request to Address the Commission December

Aloha Lea,

On behalf of the Villages of Laiopua and our community stakeholders, I would like to request to be placed on the J Agenda for January Commission meeting.

Please advise.

Mahalo

On Thu, Dec 5, 2019 at 10:52 AM Burrows-Nuuanu, Leatrice W < leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

Aloha Bo,

Mahalo, for your email. Unfortunately, the J Agenda deadline has passed. The January J Agenda deadline is January 14<sup>th</sup>. Let me know before then if you wish to be listed.

Mahalo,

Leah Burrows-Nuuanu

Hawaiian Homes Commission

Department of Hawaiian Home Lands

91-5420 Kapolei Parkway

Kapolei, HI 96707

Phone: 808 620 9503/ Fax: 808 620 9529

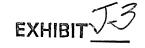
Email: Leatrice.W.Burrows-Nuuanu@hawaii.gov

From: Craig Bo Kahui < bokahui 65@gmail.com > Sent: Wednesday, December 04, 2019 8:01 PM

To: Burrows-Nuuanu, Leatrice W < leatrice.w.burrows-nuuanu@hawaii.gov>

Cc: Bo Kahui < bokahui65@gmail.com >; Dora Aio < Doraiokola@gmail.com >; Iwalani tsai < sandlt@aol.com >; Kapua

Baker < <u>pupuli4u@yahoo.com</u>>; Karleen Cox < <u>karleen cox95127@yahoo.com</u>>; Leimamo Bean



From: Sent: Faye Liko Wallace <dhhl.hawaii@gmail.com> Wednesday, December 04, 2019 9:56 AM

To:

Burrows-Nuuanu, Leatrice W

Subject:

HHC Contact: A Request to be on the "J" Agenda

To:

**HHC Secretary** 

First Name: Faye Liko Last Name: Wallace

Phone:

8086580714

Email:

likowallace@ymail.com

Subject:

A Request to be on the "J" Agenda

#### Message:

Aloha Leah, please schedule me for the January J Agenda. I will be representing Na'iwa Homestead Association and speaking in regards our priorities on the scope of work that is in progress and Iseeking additional funds needed to complete the this subdivision. Mahalo, Aunty Liko

Akismet Spam Check: passed

Sent from (ip address): 172.69.34.163 (172.69.34.163)

Date/Time: December 4, 2019 9:55 am

Coming from (referer): http://dhhl.hawaii.gov/hhc/ Using (user agent): Mozilla/5.0 (iPad; CPU OS 12\_4 like Mac OS X)

AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/87.0.279142407

Mobile/15E148 Safari/605.1

DEPT. OF HAWAIIAH HOME LANDS

January 6, 2020

To. Hawaiian Homestead Comission,

address 89-214 Kanwalli Aue Waianae Hi 96792,
Request to meet with the Homestead Comission to discive an issue with my neighbor on an approachment of Property,
a vesponse from the Comission

Malalo!

6993406



Robin Danner <robin@hawaiianhomesteads.org>

Sent:

Tuesday, December 31, 2019 9:41 PM

To:

Burrows-Nuuanu, Leatrice W

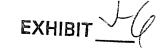
Subject:

[EXTERNAL] January commission agenda

Hi there leatrice,

I'd like to address the commission on our SCHHA quarterly report on foreclosure prevention work for the period ending December 31, 2019. Mahalo!

Robin Puanani Danner SCHHA Chairman & Homestead Community Development Corporation CEO



Frankie Vaughn <frankie.2vaughn@gmail.com>

Sent:

Thursday, January 09, 2020 1:10 PM

To:

Yee Hoy, Louise K

Subject:

[EXTERNAL] J AGENDA\*\*

Hello Louise, my name is Frankie Vaughn and I am reaching out to you (as well as whom ever the situation may apply to) in attempt to request a chance for my daughter Vanessa Vaughn and myself to discuss our very particular situation at the J Agenda. I can be reached at 8082191078 (call or text) or by responding to this email. Thank you very much for your time,

Frankie Vaughn

Wil akana <wilakana@yahoo.com> Thursday, January 09, 2020 3:07 PM

Sent: To:

Yee Hoy, Louise K

Subject:

[EXTERNAL] Re: January 27, 2020 J Agenda

Dear Louise,

My name is Gil Campbell, my cousin Samson Aea and I would like to attend the upcoming J agenda on January 27, 2020.

Sincerely,

Gil Campbell



princeslehuanani@yahoo.com

Sent:

Monday, January 20, 2020 2:40 PM

To:

Burrows-Nuuanu, Leatrice W; Toya Ramos; me~nani; Iwalani McBrayer; Cecilio Rosaga;

archmyster@gmail.com

Subject:

[EXTERNAL] Requesting a Fair Hearing

Aloha Leah,

Please can you place me on your J-AGENDA ....to Request a FAIR HEARING ....to get me on my MAUI 1920 PROMISED DHHL LANDS.... I was awarded 12 solid acres of RESIDENTIAL 2.... and PASTORAL 10..... now I want to seek a court case to JUSTIFY MY LEGAL BIRTHRIGHTS AS A KNOWN DHHL BENEFICIARY TO MY MAUI LANDS OF AWARDS.

Thank you for all you do

Princeslehuanani Kumaewakainakaleomomona 808-359-1848 valakuma@yahoo.com

Sent from Yahoo Mail for iPhone



#### Burrows-Nuuanu, Leatrice W

From:

Germaine Toguchi < germainetoguchi@yahoo.com>

Sent:

Monday, January 13, 2020 11:05 PM

To: Subject: Burrows-Nuuanu, Leatrice W [EXTERNAL] J Agenda 1/27/2020

Aloha Lea,

I will like to request to be on the J Agenda for Monday, January 27, 2020 Agenda to express concerns regarding DHHL projects along the Wai'anae Coast.

Thank you for the opportunity, look forward in your response.

Mahalo,

Germaine Toguchi Princess Kahanu Beneficiary and Resident

Phone: 808-387-1296