

STATE OF HAWAI‘I  
DEPARTMENT OF HAWAIIAN HOME LANDS  
**HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA**

Grand Naniloa Hotel, Sandalwood Ballroom, 93 Banyan Drive, Hilo, Hawaii, 96720,  
and Zoom Meeting ID: 609 754 2925

Monday, October 21, 2024, at 9:30 a.m. to be continued, if necessary,  
on Tuesday, October 22, 2024, at 9:30 a.m.

*Livestream available at [www.dhhl.hawaii.gov/live](http://www.dhhl.hawaii.gov/live)*

*Note: Commission Meeting Packets will be available at [dhhl.hawaii.gov](http://dhhl.hawaii.gov) by Wednesday, October 16, 2024.*

**I. ORDER OF BUSINESS**

- A. Roll Call
- B. Approval of Agenda
- C. Approval of Minutes:
  - a. September 16 & 17, 2024 Regular Meeting
- D. Public Testimony on Agendized Items – see information below

Public testimony on any item **relevant to this agenda** may be taken at this time, or a testifier may wait to testify when the agenda item is called for discussion. Pursuant to section 92-3, Hawaii Revised Statutes, and section 10-2-11(c), Hawaii Administrative Rules, the Chair of the Commission has the authority to impose reasonable conditions to ensure an orderly and efficient meeting.

**II. ITEMS FOR DECISION MAKING**

**A. CONSENT AGENDA**

Homestead Services Division

- D-2 Approval of Consent to Mortgage (see exhibit)
- D-3 Approval of Homestead Application Transfers / Cancellations (see exhibit)
- D-4 Approval to Certify Applications of Qualified Applicants for the month of September 2024 (see exhibit)
- D-5 Commission Designation of Successors to Application Rights – Public Notice 2023 (see exhibit)
- D-6 Approval of Assignment of Leasehold Interest (see exhibit)
- D-7 Approval of Amendment of Leasehold Interest (see exhibit)
- D-8 Approval to Issue Non-Exclusive Licenses for Rooftop Photovoltaic Systems for Certain Lessees (see exhibit)
- D-9 Request for Extension of Deadline to Sign Successorship Documents – **SHELBY E.E.O. HOOKAHI**, Residential Lot Lease No. 7248, Lot No. 49, Kawaihae, Hawaii
- D-10 Request for Extension of Deadline to Sign Successorship Documents - **REBECCA TOMAS**, Residential Lot Lease No. 3747, Lot No. 82, Kuhio Village, Hawaii
- D-11 Request for Extension of Deadline to Sign Successorship Documents - **MARVIN K. MEDEIROS**, Agricultural Lot Lease No. 4978, Lot No. 17, Waimea, Hawaii
- D-12 Commission Designation of Successor – **ENO GERARD**, Residential Lease No. 8100, Lot No. 70, Waiakea, Hawaii
- D-13 Commission Designation of Successor – **ENO GERARD**, Agricultural Lease No. 6417, Lot No. U1-16, Makuu, Hawaii
- D-14 Commission Designation of Successor – **MARIE KELSON**, Residential Lease No. 3304, Lot No. 57, Waiakea, Hawaii

## B. REGULAR AGENDA

### Land Management Division

- F-1 Approval to Annual Renewal of Right of Entry Permit(s) and Conversion to Revocable Permits, East, and Central and South, Hawaii Island (See Exhibit F-1)
- F-2 Approval to Authorize DHHL's Land Management Division to Negotiate a Developer's Agreement in Accordance with HRS 171-36.5, for the Prospective Extension of Lease Term, GL No. 202, Prince Kuhio Plaza, LLC, Waiakea, Hawaii, Island, TMK No. (3) 2-2-047:006: 066: & :073
- F-3 Approval to issue License to replace License 636, Parker Ranch Non-Exclusive Easement to Waipunalei Property, TMK: (3) 3-8-001:009 (por.)
- F-5 Approval to Issue Licenses for the Management of the Molokai Veterans and Homestead Residents' Center, Ho'olehua, Molokai, TMK (2) 5-2-015:053 (por.)
- F-6 Approval to Issue Right of Entry Permit, Nā Pua A Lunalilo, Kalama'ula, Molokai Island, TMKS: (2) 5-2-009:012 (por.) & (2) 5-2-008:094 (por.)
- F-7 **POSTPONED** - Approval to Issue New License to City & County of Honolulu, Department of Parks & Recreation, Kaupuni Park, Nanakuli, Island of Oahu, TMK No.: (1) 8-5-032:039
- F-8 Approval to Issuance of Right of Entry Permit, DCI Paradise LLC, Hilton Garden Inn-Kauai, Wailua, Kauai Island, TMK: (4) 3-9-006:009 (por.)
- F-9 Terminate General Lease No. S-4290, Pacific Diving Industries, Inc., Mapunapuna, Island of O'ahu, TMK No. (1) 1-1-064:034

### Planning Office

- G-1 Approval to Authorize the Chairperson to Sign the Stipulation Agreement for the Release of Kauai Island Utility Cooperative (KIUC) from its Obligations under the 2017 Waimeanui Watershed Agreement

## III. EXECUTIVE SESSION

The Commission anticipates convening an 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 the following matters:

1. Discussion Regarding Legal Considerations for Prospective Extension of Lease Term, GL No. 202, Prince Kuhio Plaza, LLC, Waiakea, Hawaii, Island, TMK No. (3) 2-2-047:006: 066: & :073

## IV. ITEMS FOR INFORMATION/DISCUSSION

### A. REGULAR ITEMS

#### Office of the Chairman

- C-1 For Information Only – DHHL In-house Building Permitting Process
- C-2 For Information Only – Act 279 Permitted Interaction Group Report and Recommendations - Strategic Plan Update
- C-3 For Information Only - Status Report of DHHL Enforcement Unit Efforts and Statistics (September 16, 2024 – October 13, 2024)

Homestead Services Division

D-1 HSD Status Reports

A.-Homestead Lease and Application Totals and Monthly Activity Reports

B.-Delinquency Reports

Land Development Division

E- 1 For Information Only – East Hawaii Projects Update

Land Management Division

F-4 For Information Only -‘Āina Mauna Legacy Program Update

Planning Office

G-2 For Information Only – Status Update on Plan Implementation in East Hawai‘i and Hazard Mitigation Efforts on Hawai‘i Island

G-3 For Information Only — Water Projects and Water Issues in East Hawai‘i

G-4 For Information Only — Draft Environmental Assessment and Anticipated Finding of No Significant Impact (AFONSI) for Waiohuli Hawaiian Homesteaders Association Inc.’s initiative “Waiohuli Economic Development Opportunities (WE DO),” Waiohuli, District of Kula, Island of Maui, TMKs (2) 2-2-028:181 (portion) and (2) 2-2-002:014 (portion)

G-5 For Information Only — Draft Administrative Rules Relating to Lineal Descendants

**V. ANNOUNCEMENTS AND RECESS**

1. DHHL Community Meeting, Monday, October 21, 2024. 6:30 p.m. Keaukaha Elementary School Cafeteria, 240 Desha Ave, Hilo, HI 96720.

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
**HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA**

Hale Pono'i, 91-5420 Kapolei Parkway, Kapolei, Oahu, 96707,  
and Zoom Meeting ID: 609 754 2925

Tuesday, October 22, 2024, at 9:30 a.m.

*Livestream available at [www.dhhl.hawaii.gov/live](http://www.dhhl.hawaii.gov/live)*

**I. ORDER OF BUSINESS**

- A. Roll Call
- B. Public Testimony on Agendized Items - see information below

Public testimony on any item **relevant to this agenda** may be taken at this time, or a testifier may wait to testify at the time the agenda item is called for discussion. Pursuant to section 92-3, Hawaii Revised Statutes, and section 10-2-11(c), Hawaii Administrative Rules, the Chair of the Commission has the authority to impose reasonable conditions to ensure an orderly and efficient meeting.

**II. ITEMS FOR INFORMATION/DISCUSSION**

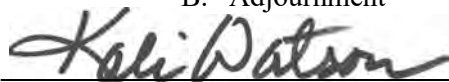
**A. GENERAL AGENDA**

Requests to Address the Commission

- J-1 Jojo Tanimoto – Kawaihae Concerns
- J-2 Dell Otsuka - Ka'ū Leases and Liability
- J-3 Dean Kaniho – Ka'ū Leases and Liability
- J-4 Lauae Kekahuna- Maku'u Farmers Association
- J-5 Emily Naeole – Maku'u Farmers Association
- J-6 Kauai Almeida – Pana'ewa Hawaiian Home Lands Community Association
- J-7 Pat Kahawaiolaa -Keaukaha Concerns
- J-8 Candice Fargas - Ka'ū Lease Concerns
- J-9 Bill Brown – Pana'ewa Community Alliance
- J-10 Ainaaloha Ioane – MAHA (Malama ka Aina Hana ka Aina)
- J-11 Bo Kahui – La'i'Ōpua Community Development Corporation
- J-12 John M. Rickel – Kanehili Community Association
- J-13 Michelei Tancayo – Leiali'i SDU Approval
- J-14 Sierra Nakea Enos – Lease Cancelation
- J-15 Bushrod Meyers – Various Concerns
- J-16 Kahaunani Mahoe Theone & Chanel Josiah – Hawai'i Community Lending
- J-17 Liliana Napoleon – Nā'iwa Homestead Association
- J-18 Walter Ritte – Molokai Concerns
- J-19 Kekoa Enomoto – Pa'upena Community Development Corporation
- J-20 Blossom Feiteira – Act 279 Projects
- J-21 De Mont Manaole -Indigent Beneficiaries

**III. ANNOUNCEMENTS AND ADJOURNMENT**

- A. Next Regular HHC Meeting –November 18 & 19, 2024, Courtyard Maui Kahului Airport, 532 Keolani Place, Kahului, Maui, Hawaii, 96732.
- B. Adjournment



Kali Watson, Chairman  
Hawaiian Homes Commission

## COMMISSION MEMBERS

Dennis L. Neves, Kaua‘i  
Michael L. Kaleikini, East Hawai‘i  
Sanoë Marfil, O‘ahu  
Archie Kalepa, Maui

Pauline N. Namu‘o, O‘ahu  
Makai Freitas, West Hawai‘i  
Walter Kaneakua, O‘ahu  
Lawrence Lasua, Moloka‘i

If you need an auxiliary aid/service or other accommodation due to a disability, contact Michael Lowe at 620-9512 or michael.l.lowe@hawaii.gov as soon as possible, preferably by October 18, 2024. If a response is received after that, we will try to obtain the auxiliary aid/service or accommodation, but we cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate formats.

**Public Testimony on Agendized Items** can be provided either as (1) in person at the meeting location by filling out a form at the reception table, (2) written testimony mailed to *Commission Testimony, P.O. Box 1879, Honolulu, HI, 96815*, or emailed to *DHHL.icro@hawaii.gov* by October 18, 2024, or (3) live, oral testimony online by joining the Zoom meeting and relabeling your profile to include the agenda item you wish to testify on. Please keep your computer muted and your camera off until you are called. You will need a computer with internet access, a video camera, and a microphone to participate.

**Disruption of Interactive Technology** – If all participating Commissioners cannot maintain audiovisual communication and a quorum is lost, the meeting will automatically be recessed for 30 minutes. During that time, an attempt to restore audiovisual communication will be made. If such an attempt to restore is unsuccessful within 30 minutes, all Commissioners, public members, staff, and other interested individuals shall log on again to the Zoom link on this Notice, whereby audio communication will be established for all participants, and the meeting will continue. If reconvening the meeting is impossible because audio and visual communication cannot be re-established, the meeting will be terminated.

**ITEM D-2 EXHIBIT**

## APPROVAL OF CONSENT TO MORTGAGE

LESSEE	LEASE NO.	AREA
II, Morgan K.	9665	Kawaihae, Hawaii
KALAMA, Tasia M.	11845	Kanehili, Oahu
KALEIKINI, Melvin K.	12780	Maluohai, Oahu
KAMAUU, Howard W., Jr.	7043	Puupulehu, Hawaii
MCCANDLESS, Pomaikai	12544	Lalamilo, Hawaii
NAKAMURA, Hapaki R.K.	11006	Anahola, Kauai
PUULEI, Trudy	6764	Waianae, Oahu
RAQUEL, Kapua O.	9697	Anahola, Kauai
SMITH, Cyd L.	7226	Kawaihae, Hawaii
YOCKMAN, Robert K.Y.T.	6386	Waiakea, Hawaii

**ITEM D-3 EXHIBIT**

## APPROVAL OF HOMESTEAD APPLICATION TRANSFERS / CANCELLATIONS

APPLICANT	AREA
AKANA, Tehani M.	Oahu IW Res
AKAU HEW LEN, Beatrice J.C.U.	Hawaii IW Res
DAMAS, Lorretta L.	Hawaii IW Pas to Hawaii IW Agr
DEGUZMAN, David A., Jr.	Oahu IW Agr to Hawaii IW Agr
DELARIES, Loretta L.	Hawaii IW Res
ESPINUEVA, Chelsea A.	Kauai IW Res
KAALIALII, Thomas K.S.	Hawaii IW Agr
KAALIALII, Thomas K.S.	Kauai IW Res
KAEHA, Bernadine U.	Hawaii IW Res
KEKUA, John C., Jr.	Hawaii IW Agr
KEOPUHIWA, Puanani N.	Hawaii IW Agr
MAKA, Dayna	Oahu IW Res to Maui IW Res
PAIKAI, Dana R.	Oahu IW Res
RAMSEYER, Richard I.K.	Oahu IW Res
STANLEY, Alallen K.F.	Oahu IW Agr
STANLEY, Alallen K.F.	Oahu IW Res
THOMAS, Shelley K.K.	Kauai IW Agr
THOMAS, Shelley K.K.	Kauai IW Res
YAMAMOTO, Colin K.P.	Hawaii IW Agr
YAMAMOTO, Colin K.P.	Hawaii IW Res
	* IW = Islandwide

**ITEM D-4 EXHIBIT**

APPROVAL TO CERTIFY APPLICATIONS OF QUALIFIED APPLICANTS FOR THE MONTH OF  
SEPTEMBER 2024

APPLICANT	AREA
ADKINS, Vivian P.	Waimanalo Area / Oahu IW Res
AHUNA, Moses J.K.	Keaukaha / Waiakea Hawaii IW Res
AIWOHI, Alma K.	Maui IW Agr
AKE, Cheryl	Waimanalo Area / Oahu IW Res
AKIONA, Norman P.	Maui IW Agr
ANDERSON, Margaret	Waimanalo Area / Oahu IW Res
BOLLIG, Wilhelmina	Waimanalo Area / Oahu IW Res
BUSH, Louis K.	Maui IW Res
CHANDLER, William Jr.	Waimanalo Area / Oahu IW Res
FENUMIAI, Sasha B.K.K.K.	Oahu IW Res
FORD, Calvin L.	Waimea Area / Hawaii IW Pas
HALE, Manuel K.	Papakolea / Kewalo Area / Oahu IW Res
KANEAPUA, Joseph K.	Waimea Area / Hawaii IW Pas
LARITA, Lillian L.K.	Hawaii IW Res
MAHOE, Kaleb-Joshua H.K.H.	Hawaii IW Agr
MAHOE, Kaleb-Joshua H.K.H.	Hawaii IW Res
MAHOE, Koral-Jade W.O.H.	Hawaii IW Agr
MAHOE, Koral-Jade W.O.H.	Hawaii IW Res
MILLER, Ralph W., III	Hawaii IW Agr
MILLER, Ralph W., III	Hawaii IW Res
MARIANO, Richard	Molokai IW Agr
MARIANO, Richard	Molokai IW Res
MAXWELL, Benjamin K.	Maui IW Res
MERSBERG, Norah S.	Waimea Area / Hawaii IW Pas
NAMAKAEHA, Brennan K.L.	Kauai IW Pas
NAMAKAEHA, Brennan K.L.	Kauai IW Res
PEKELO, Hale V.L., Sr.	Waimanalo Area / Oahu IW Res
PINAO, Cushman	Waimanalo Area / Oahu IW Res
POMAIKAI, Stanley	Waianae Area / Oahu IW Res
PUAHALA, Ahonui T.S.H.	Hawaii IW Agr
PUAHALA, Ahonui T.S.H.	Hawaii IW Res
PUAHALA, Anela K.	Hawaii IW Agr
PUAHALA, Anela K.	Hawaii IW Res
PUAHALA, Koapaka K.K.	Hawaii IW Agr
PUAHALA, Koapaka K.K.	Hawaii IW Res
PUNAEHELE, Maestro	Waimanalo Area / Oahu IW Res
VIEIRA, Eddie Francis	Waimea Area / Hawaii IW Pas
	* IW = Islandwide

**ITEM D-5 EXHIBIT**

COMMISSION DESIGNATION OF SUCCESSORS TO APPLICATION RIGHTS PUBLIC NOTICE  
2023

<b><u>APPLICANT</u></b>	<b><u>AREA</u></b>
AINA, Wallace III	Maui IW Agr
GAISON, Blane K.	Maui IW Res
KAAIALII, Thomas K.S.	Oahu IW Agr
KAAIALII, Thomas K.S.	Oahu IW Res
MEDEIROS, Jessie Harmony M.	Waianae Area / Oahu IW Res
PUOU, Eunice P.	Hawaii IW Pas
STANLEY, Alallen K.F.	Oahu IW Agr
STANLEY, Alallen K.F.	Oahu IW Res
THOMAS, Shelley K.K.	Molokai IW Agr
THOMAS, Shelley K.K.	Molokai IW Res
VIERRA-AKANA, Alisa-Celine K.	Kauai IW Agr
VIERRA-AKANA, Alisa-Celine K.	Kauai IW Res
YAMAMOTO, Colin K.P.	Hawaii IW Agr
YAMAMOTO, Colin K.P.	Hawaii IW Res
	* IW = Islandwide

**ITEM D-6 EXHIBIT**

APPROVAL OF ASSIGNMENT OF LEASEHOLD INTEREST

<b><u>LESSEE</u></b>	<b><u>LEASE NO.</u></b>	<b><u>AREA</u></b>
CAMACHO, Gail N.	136	Hoolehua, Molokai
CHRISTIAN, Paul	2119-Z	Kewalo, Oahu
HAIA, Gertrude B.	12993	Makuu, Hawaii
HOTTMAN, Glenn T.	12293	Hikina, Maui
KAHALEUAHI, Dawn H.	1738	Nanakuli, Oahu
KALEIOHI, Corina L.	4314	Anahola, Kauai
KUHAULUA, Benjamin W. O., III	4314	Anahola, Kauai
NGALU, Robin P., Jr.	2740	Kapaaea, Molokai
RODRIGUES, Jill P.	8402	PKE, Oahu
YORK, Linda P.	7584	Waiohuli, Maui
PURDY, Allen N.	10546	Waiohuli, Maui
ROWLAND, Kaeo K.	12521	Kapolei, Oahu
LOVELL, Joseph-Donald K.	11588	Kanehili, Oahu



**ITEM D-7 EXHIBIT**  
**APPROVAL OF AMENDMENT OF LEASEHOLD INTEREST**

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
AHINA, Howard M., Jr.	4849	Hoolehua, Molokai
AMARAL, Beverly K.	12866	Kauluokahai, Oahu
AUWAE, Charles K.	1228	Keaukaha, Hawaii
CHAI, Ruby L.	3707	Nanakuli, Oahu
CHRISTIAN, Paul	2119-Z	Kewalo, Oahu
CHUN, Rowin A. H.	10331	Waiohuli, Maui
CLARK, Davelyn C.	7649	Waiohuli, Maui
CUMMINGS, Ruby P.	3865	Anahola, Kauai
K-ALOHA, Kealoha	1245	Keaukaha, Hawaii
KEOHULO, Esther E.	3035	Hoolehua, Molokai
LINDSEY, Lucretia L.	2686-A	Nienie, Hawaii
LOVELL, Joseph-Donald K.	11588	Kanehili, Oahu
NGALU, Robin P., Jr.	2740	Kapaakea, Molokai
ZSUPNIK, Maile-Ann	2666	Kuhio Village, Hawaii

**ITEM D-8 EXHIBIT**  
**APPROVAL TO ISSUE A NON-EXCLUSIVE LICENSE FOR ROOFTOP PHOTOVOLTAIC SYSTEMS  
FOR CERTAIN LESSEES**

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
AGABIN, Shannell L.	9682	Waianae, Oahu
AMARAL, Beverly K.	12866	Kauluokahai, Oahu
CASTANEDA, Connie L. K.	11326	Kekaha, Kauai
FERNANDEZ, Mahaealani	9414	Kaniohale, Hawaii
KAHALEHOE, Mande P.	12210	Waiehu 4, Maui
KEAO, Russell K.	7770	Waimanalo, Oahu
MATSU, Lindo K. T., III	9841	Kawaihae, Hawaii
PAKAKI, Moses M. K.	5351	Waianae, Oahu
SPENCER, Samuel P.	8597	Nanakuli, Oahu
TRIPP, Rudy L., Jr.	8657	Nanakuli, Oahu
YUEN, Daniel C.	12189	Waiehu 4, Maui

**ITEM NO. E-1 EXHIBIT**  
**APPROVAL OF LEASE AWARD PU'UHONA SUBDIVISION RESIDENTIAL OFFERING –  
PHASE 1, WAIKAPU, MAUI**

<b>NAME</b>	<b>APPL DATE</b>	<b>LOT NO.</b>	<b>TAX MAP KEY</b>	<b>LEASE NO.</b>
LYNN U.C. OKAZAKI	3/23/04	24	(2) 3-5-044-024	13076
JOANNE BROWN	2/01/06	72	(2) 3-5-044-072	13096

**ITEM NO. F-1****ANNUAL RENEWAL OF RIGHT OF ENTRY PERMIT(S), - OAHU ISLAND EXCEPT KALAELOA**

<b>NO.</b>	<b>ACRE</b>	<b>PERMITTEE</b>	<b>TMK</b>	<b>Date Started</b>
465	280.00	Gilbert Medeiros, Jr.	(3) 9-3-001:002(P)	2/9/1998
473	2250.00	Dean Kaniho	(3) 9-3-001:002(P)	7/15/2004
477	2.00	Guy Kaniho	(3) 3-8-001:007(P)	2/26/2007
478	300.00	Awana-Mattos	(3) 2-8-011:011 (p)	2/1/2010
481	2.21	Ginger Patch Center	(3) 2-2-060:001	8/2/2010
482	1.00	Keaukaha Panaewa Farmers Association	(3) 2-1-025:091 (p)	2/1/2011
610	5000.00	Native Hawaiian General Services	(3) 9-3-001:002(P)	6/1/2004
467	326.76	Parnel Hanoa	(3) 9-5-019:016 & 9-5-005:002	1/26/2000
692	0.620	Connect Point Church	(3) 2-2-060:049	11/18/2019
716	300.00	Malama Ka'Aina Hana Ka'Aina, Inc.	(3) 2-1-013:001 (p)	10/1/2022
721	5.00	Ka'u Hawaiian Home Lands Association	(3) 9-5-005:003 (p)	3/27/2023
729	10.40	Hana Laulima Lahui 'O Ka'u	(3) 9-5-005:003 (p)	9/26/2023

Denotes Beneficiary

Hawaiian Homes Commission Meeting Packet  
October 21 & 22, 2024  
Grand Naniloa Hotel, Sandalwood Ballroom,  
Hilo, Hawaii

# C ITEMS

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21 & 22, 2024

To: Chairman and Members, Hawaiian Homes Commission  
From: Timothy Hiu, DHHL Program Specialist  
Office of the Chairman  
Subject: For Information Only - DHHL In-house Building Permit Process

RECOMMENDED MOTION/ACTION:

None – For Information Only.

DISCUSSION:

Hawaii Administrative Rules (“HAR”) §10-2-16(b)(5) states:

The commission shall be deemed to have delegated to the chairman, duties, powers, and authority as may be lawful or proper for the performance of functions vested in the commission, including the following:

- (5) To approve plans for construction of homes and improvements;

BACKGROUND:

As authorized under HAR § 10-2-16, the Department has for many years reviewed and approved plans for the construction of homes and improvements to meet the requirements of the Hawaiian Homes Commission Act (“Act”). This process includes going to the various counties to review the building codes and other related county-enforced ordinances in relation to the Department’s construction projects. The Department has thus designed its developments to conform to county requirements whenever possible. In turn, the county issues the Department building permits for its developments. Although the Department’s prior practice has been to require developments to comply with county requirements, the counties’ zoning and planning authority does not apply to the State’s property, including the lands held and managed by the Department.

After reviewing its development process, the Department determined that there are projects the Department and counties may not be able to concur on regarding development standards or regulatory requirements. In those cases, the Department has decided to exempt projects from the counties’ building permit process and instead authorize those projects under the Chair’s delegated authority to approve plans for construction of homes and improvements under HAR § 10-2-16.

Such is the case of the Yorktown project. The infrastructure is existing, private companies provide the sewer, water, and electrical power, and the roadway, storm drainage, and off-site fire protection are all existing and either private or under State jurisdiction. The scope of this project is the

constructive reuse of an existing residential multi-unit two-story building, constructed by the United States Military as a bachelor's quarters. In accordance with the building code it is deemed existing non-conforming as meeting the building code at the time it was constructed and unless a change of use or work which increases the nonconformity is permitted to be repaired to at least to what was existing. Whenever work required the removal and replacement of plumbing or electrical installations, the new construct was reinstalled using the current plumbing and electrical code requirements. The repair and replacement of the existing fire alarm system was designed and will be installed meeting the current fire code requirements. To address the electrical infrastructure, a new photovoltaic electrical installation is being installed to improve the electrical service to the building.

Projects would benefit from a shortened development process as the Department would be able to eliminate the counties from the development process when applicable. Projects with minimum impact on the county infrastructure would be able to be processed by the Department.

#### NEXT STEPS

Whenever possible, the Department will continue to require compliance with county zoning and planning requirements to ensure coordination of the county infrastructure through the county's subdivision process. However, the Department will continue to develop its staffing and the supporting resources necessary to enable a greater number of projects that DHHL can process independent of the county zoning and planning authority, including introducing legislation to enable greater recognition of this authority.

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
October 21, 2024

To: Members, Hawaiian Homes Commission (“HHC”)  
From: Members of the Permitted Interaction Group  
Subject: C-2: Report and Recommendations from the Act 279 Acquisition  
Permitted Interaction Group

**For Information Only**

BACKGROUND INFORMATION/SUMMARY

The Permitted Interaction Group was tasked with evaluating the viability of current projects on the Act 279 strategic plan lapse-fix list and identifying new opportunities to better address the Department of Hawaiian Home Lands (DHHL) Waitlist. After a thorough review, we provide the following recommendations to optimize resource allocation and expedite the delivery of homes to Native Hawaiian beneficiaries.

DISCUSSION

Act 279 has laid the groundwork for DHHL’s strategic initiatives aimed at reducing its Waitlist. In this critical review, our committee has reassessed current projects and identified opportunities for reallocation of funds to more impactful, near-term initiatives. The recommendations reflect a strategic shift to prioritize high-value developments and ensure DHHL can meet its goal of providing housing for native Native Hawaiians as swiftly as possible.

1. Shifted Funds from Long-Term Projects and Non-Critical Developments

- a. To accelerate progress on near-term initiatives, the committee recommends redirecting funds from projects that are not critical or are long-term in nature. This reallocation will ensure that high-impact projects are prioritized to address immediate housing needs. The following funding shifts are proposed:
- b. \$58,579,300 from the Waiehu Mauka development, as sitework is projected for 2030.
- c. \$1,000,000 from the Kuu Papaikou project, where concerns from area legislators have delayed property acquisition.
- d. \$7,000,000 from the Pālamanui project, with other funding sources available to cover acquisition and development.
- e. \$1,000,000 from East Kapolei 2A, where alternative funding will support further development.

- f. \$24,240,700 from the Waialua Mill Camp, as a nearby state-owned site may be acquired for no fee, providing a more cost-effective alternative.

2. Reallocation of Funds and Prioritization of Readiness

- a. By reallocating the \$92 million from long-term and non-critical projects, the committee recommends directing these resources toward developments that are near-term ready and poised to deliver more residential lots to the DHHL Waitlist. Prioritizing readiness will allow DHHL to make the most efficient use of its resources and deliver housing units within the next 1-2 years.

3. Acquisition of Kunia – A High-Impact Opportunity

- a. The acquisition of Kunia represents a transformative opportunity that DHHL should pursue immediately. Allocating \$60 million to acquire Kunia will unlock the potential for 1,200 residential lots, directly reducing the O‘ahu Waitlist, which currently has 11,407 individuals awaiting homes. Kunia’s scale and readiness make it a high-return project that promises both immediate and long-term benefits for Native Hawaiian beneficiaries.

4. Additional Funding for Critical Development and Due Diligence

- a. The remaining \$12 million should be directed toward critical due diligence and planning expenses to ensure the ongoing success of other key initiatives. This includes:
  - b. \$2 million for due diligence on various development projects
  - c. \$1 million for legal expenses
  - d. \$20 million for development costs in Lahaina due to the challenges posed by bluerock material, which requires additional excavation and specialized equipment.
  - e. \$2 million to cover increased development fees for Kaupēa, which is nearing readiness for sitework
  - f. \$5 million for planning related to the ‘Ewa Beach NOAA site, where single-family lots will soon be ready for development.
  - g. \$2 million for studies and surveys related to infrastructure collaboration with the County of Kaua‘i for the Līhu‘e project

## CONCLUSION

The recommendations outlined by the Permitted Interaction Group are aimed at ensuring that DHHL can accelerate the delivery of residential lots while making the most impactful use of its financial resources. By shifting funds from long-term and non-critical developments, DHHL can pursue the acquisition of Kunia, a high-priority project that will deliver immediate results. Additional funding for due diligence and planning will further ensure the success of other critical developments in the pipeline.

## RECOMMENDATION

### 1. Reallocate Funds from Long-Term and Non-Critical Projects

Shift \$92 million from projects such as Wai'ehu Mauka, Ku'u Papaikou, Pālamanui, East Kapolei 2A, and Waialua Mill Camp, as outlined above, to support near-term readiness and high-priority developments.

### 2. Prioritize the Acquisition of Kunia

Allocate \$60 million for the acquisition of Kunia, which will provide 1,200 residential lots and significantly reduce the O'ahu Waitlist. This opportunity should be pursued immediately to deliver substantial benefits to Native Hawaiian beneficiaries.

### 3. Fund Critical Due Diligence and Development Expenses

Allocate the remaining \$32 million for critical due diligence, legal, planning, and development expenses to ensure the continued progress of key initiatives such as Leiali'i, Kaupēa, 'Ewa Beach, and Līhu'e.



DEPARTMENT OF HAWAIIAN HOME LANDS						ACT 279 IMPLEMENTATION HHC approved Feb 21, 2024		Unencumbered FY23 funds+ \$ 58,759,300 Unencumbered FY24 funds+ \$ 33,240,700		Sept 2024 P.L.G. Reallocated funds+ \$ 90,000,000.00						
						Unencumbered Funds represents x units last+ 328		New Units Gained+ 1,200								
						Act 279 Implementation Budget (Strategic)		Encumbrance Status as of Nov. 30, 2023								
Island	FY23 Subdivision/Project	Lots	Phase I	Phase II	Activity	FY 2023	FY 2024	Encumbered FY23	Projected Encumbrance FY24 per approved Strategic Plan	Proposed Encumbrance FY24 new HC Amended Strategic Plan	Sept 2024 P.L.G.	Projected Deferral FY25 Subject to Leg Funding	Federal Funds Received	Projected Encumbrance Date	Projected Completion Date for 1st Home	Status
<b>HAWAII COUNTY</b>																
1	Hawaii Lakoua Villages 1 and 2, 4, and N. Kona Water Development (does not include Village 4 infrastructure, which should be done by Feb 2024)	580	380	200	Acq/ Dev Agrmt	\$ 4,000,000	\$ 63,000,000			\$ 39,240,696		\$ 25,000,000	\$ 2,769,304	4th Q FY2024 (Apr-June 2024)	4th Q 2026 (Apr-June 2026)	Chair directs RFP/RFQ development agreement to include Villages 1 and 2, house construction in Village 4 Hema. Village 5 vacant lots (55) handled under separate RFQ. Revisit Leg appropriation Act 86, SLH 2021; provision for \$12.2M for water development and subdivision improvements "Encumbered". Well site appraisal in progress. LDD preparing RFQ for November posting. Request release of lands in 3rd Quarter FY24. **Do Village 1 as future phase. Need to adjust \$55m. Keep water, but infrastructure for Village 2 (already covered elsewhere). Move Village 3 infrastructure to FY25. Phase 1 Villages 264-325 units. Phase 2 (Village 1) = 200 units. <b>Replacing \$2,759,304 with USDA grant money received</b>
2	Hawaii Honouliuli Subistence Ag Lots Phase 2	40		40	Site Design/ Construction		\$ 6,000,000					\$ 8,000,000		4th Q FY2024 (Apr-June 2024)** if lands available		Designs in process (paid for with Trust Funds); IPB scheduled for 2nd Quarter 2024.
3	Hawaii Kaunama (Asafor) Development	168		168	Acq			\$ 2,000,000						already encumbered. No development planned yet.		Proposal acceptable for acquisition only. Sale closed 3/31/23; transaction completed. Act 279 funds encumbered.
	Hawaii Honolulu Homesteads/Lehua Villages Land Acquisition (~296 SF lots)									\$ 6,750,000				4th Q FY2024 (Apr-June 2024)		RFP/R2 Honolulu Homesteads (mauka of Hawaii Belt Road) and adjacent Lehua Villages (mauka of Hawaii Belt Road); 286 units to be built when additional funding is obtained. Potential future phases providing additional ~700 lots on adjacent parcels pending additional funding, \$8,750,000 for land acquisition.
4	Hawaii Honolulu Homesteads/Lehua Villages EIS/WD/Refinement/Phase 2 (150 of 296 SF units)	296		296	Dev Agrmt					\$ 1,358,000		\$ 69,113,200		4th Q FY2024 (Apr-June 2024)		EIS/AFS required. Will concurrently seek Planned Unit Development to allow 5,000+ lots. Finish all development costs to FY25 pending additional funding. Note: DHH lands located close proximity. Adjacent to HPHA lot next to hospital which could develop Kapuni Hsg. Also adjacent to Kamehameha Sr/Keolu lands which could be part of a DHH/HHS land exchange.
5	Hawaii New Popoiahu	220								\$ 1,000,000				4th Q FY2024 (Apr-June 2024)		RFP/R2 Preparing 5th Act 279 funds for due diligence investigation. Accountant \$10.5m. Conceptual plan calls for 220 units (84 LHTC SF homes 60% AMI or below, 40 kupuna housing units, 130 SF homes, 6 buildings 4,000sf each commercial center, 60 camping sites and cultural center). Use NAHASDA for kupuna housing and commercial and cultural components. <b>NOT ENCUMBERED YET. Shift \$1m to Kaupoe Ph2</b>
6	Hawaii Palaniwai (Nan Inc. Master Development)	40	40							\$ 7,000,000				4th Q FY2024 (Apr-June 2024)		RFP/R3 Nan Inc. donated 10 acres of 725-acre entitled mixed-use development adjacent to Oahu Airport to DHH. Also developing 26 kupuna housing and 64 multi-family transitional rental units for DHH. Using LHTC and \$15.75 million in NAHASDA funding. \$10 million water system installed with 50% of capacity going to DHH portion. EIS, AEL, BAEI completed. Master plan community also includes more residential units, business park, open space, Dry Forest Preserve, "University Village Town Center" with retail, shopping and commercial amenities and a regional park. Infrastructure cost is \$175k per unit. HHC approved 3/7/21/24. 3/20/24: Chair says use 100% NAHASDA funding \$22,760,000. No Act 279 funds. <b>NOT ENCUMBERED YET. Shift \$2m to Grove Farm PER. \$5m to NOAA.</b>
7	Hawaii Panama Residential Units - Elena Road (DHH, open land)	600		600						\$ 1,000,000.00		\$ 147,000,000		4th Q FY2024 (Apr-June 2024)		DHH already owns land. Ph1 150 units, Ph2 150 units, Ph3 150 units, Ph4 150 units at 10,000sf lots. Costs based on Rough Order of Magnitude estimate from Kiebert dated 12/15/2023. Seeking federal funding for sewer improvements. Budget initial phase 1 only for first 150 units and backbone infrastructure for FY24. Budget \$50m for remaining 450 units in FY25. Funding for soft costs. ** Need to check if ch343 pass. May need HUD ER for NAHASDA funds.
<b>MAUI COUNTY</b>																

DRAFT MATRIX SUBJECT TO CHANGE PENDING HHC APPROVAL

DEPARTMENT OF HAWAIIAN HOME LANDS						ACT 279 IMPLEMENTATION HHC approved Feb 21, 2024		Unencumbered FY23 Funds* \$ 56,789,300 Unencumbered FY24 Funds* \$ 33,240,790		Sept 2024 P.I.G. Reallocated funds* \$ 82,000,000		Unencumbered Funds Represents x units lost* 328 New Units Gained* 1,290					
Island	FY23 Subd/Vision/Project	Lots	Phase I	Phase II	Activity	Act 279 Implementation Budget (Strategic)		Encumbrance Status as of Nov. 30, 2023						Projected Encumbrance Date	Projected Completion Date for 1st Home	Status	
						FY 2023	FY 2024	Encumbered FY23	Projected Encumbrance FY24 per approved Strategic Plan	Proposed Encumbrance FY24 new HD Amended Strategic Plan	Sept 2024 P.I.G.	Projected Deferral FY25 Subject to Leg Funding	Federal Funds Received				
8	Lanai Lanai Residence Lots Offsite Infrastructure	75		75	Planning and Design	\$ 2,000,000			\$ 2,000,000						already encumbered for offsite development		Contract with Bowers-Kubota executed, Request to Release Act 279 funds submitted to BAF and Gov in September 2023. Allotment approved on Nov. 8, 2023. Contract in process for certification. Considering partnering with Maui County - adjacent project
9	Honolulu Hooehua Scattered Lots	28		20	Site Construction		\$ 3,800,000		\$ 3,800,000						4th Q FY2024 (Apr-June 2024)* If funds available		Draft EA in process for 1st Quarter 2024 (paid for with CIP funds). <b>Move funds from Waiuku to cover this project in FY24</b>
10	Molokai Nawas Ag Subdivision	18			Site Construction		\$ 6,000,000		\$ 6,000,000						4th Q FY2024 (Apr-June 2024)* If funds available		FONSI and Final EA October 2023. Designs in process; not scheduled for 1st Quarter 2024. FONSI and Final EA scheduled HHC approval November 2023. Construction requires approximately \$20M for 60 awarded Nawa Ag lots \$20M will leave June 30, 2024. 18 lots to be awarded, scattered amongst awarded lots. <b>Move funds from Waiuku to cover this project in FY24</b>
11	Maui Pu'uuhona Homestead Subdivision	161	161		Site Construction	\$ 17,500,000		\$ 17,171,844							already encumbered, under construction	1Q FY 2025 (July 2024). Complete 161 homes 1Q FY 2025	Construction Contract Awarded to Metli Kupono Builders, \$17,171,844. Notice to proceed effective May 15, 2023. Groundbreaking May 24, 2023. Chat directing developer to provide LIHC financed single-family rentals with option to purchase, turnkey lots, Habitat, owner-builder lots. Community initiative to award name of subdivision from Pu'uuhona Homestead to Pu'uuhona Homestead. Anticipated developer requesting interim home construction financing. Processing archaeological monitoring show found old drainage ditch, which may increase costs.
	Maui Pu'uuhona Homestead Subdivision (Offsite Water Tank)				Design/ Site Construction			\$ 5,500,000							already encumbered.	1Q 2025 (July 2024 start construction)	Developer preparing plans and specifications for IFO in Fall 2023, subject to County DHS approval of construction plans and storage agreements. Proposed change from concrete tank to stainless steel tank will save construction cost. Expect savings from this project.
12	Maui Honokowai Subdivision Ag Ph. 1	50		50	Design/Site Construction	\$ 5,000,000		\$ 1,470,000			\$ 3,530,000				already encumbered. Design underway	Start lot development 3Q FY2025 (Jan 2025)	Survey and design in process. Containing design work on R-1 water easements and engineering. Amending scope of work to include access from Honopilihi Highway, and establishment of sewer manholes at Honokowai maui boundary.
	Maui Leialii 1B Offsite Water				Site Construction	\$ 15,000,000		\$ 15,000,000									Offsite water tank, booster pump and transmission needed to provide potable water and fire protection to Leialii 1B Increment 2, 95 single family lots. Cost is exclusive of \$9,000,000 CIP appropriation for highway improvements and HHFC DUBF funding \$10,000,000 for Honokowai Water Well development. RFQ went out Dec 2023, responses due next month. ** Andrew to submit application to CWRM**
13	Maui Leialii 1B - Subdivision	181	181		Dev Agrmt	\$ 68,000,000		\$ 68,000,000		\$ 20,000,000					4th Q FY2024 (Apr-June 2024)	4th Q FY2026 (Apr-June 2026)	181 single family lots in lieu of 86 single family and 157 multi-family units. LOD proposes to prepare RFQ to wrap around Leialii Offsite water, highway improvements and Leialii 1B subdivision. Initial focus on construction of 86 single family lots in Leialii 1B, Increment 1. FONSI and Final EA approved by HHC on October 16, 2023. Request release of funds in 4th Q FY24. <b>increase by \$20M from Waiehu Mauka: \$88M.</b>
14	Maui Waiuku (DDC LLC)	207	207		Atng/ Dev Agrmt			\$ 12,338,800			\$ 32,700,000				already encumbered. Environmental assessment underway. Draft EA to be reviewed by HHC in Feb	4th Q 2027 (Apr-June 2027)	Acquisition: \$5,200,000 Source: Act 279 Development: \$39,838,800 Source: Act 279 Development Agreement executed, funds encumbered. ** Developer will seek LHFC in Feb 2025 to get infrastructure costs down (need to amend dev agreement to allow). <b>Reduce encumbered amount of \$45,038,800 by \$32,700,000 to fund Anahola(\$8m), Nalwa(\$6m) &amp; Hooehua (\$3.8m) and \$25m for Construction Financing. Kalani to check if funds were unencumbered as discussed/approved in Feb by HHC.</b>

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Island	FY23 Subdivision/Project	Lots	Phase I	Phase II	Activity	Act 279 Implementation Budget (Strategic)		Encumbrance Status as of Nov. 30, 2023										
						FY 2023	FY 2024	Unencumbered FY23	Projected Encumbrance FY24 per approved Strategic Plan	Proposed Encumbrance FY23 new PD Amended Strategic Plan	Sept 2024 P.I.G.	Projected Deferral FY25 Subject to Leg Funding	Federal Funds Received	Projected Encumbrance Date	Projected Completion Date for 1st Home	Status		
15	Maua	Waiahu Maaka (DOC-3 LLC)	311	161	150	Acq/ Dev Agmt			\$ 93,866,417							already encumbered. Acquisition completed Dec 2023. Offsite infrastructure in process.	4thQ 2026 (Apr-June 2026)	Acquisition: \$13,240,000. Source: Act 279 Development: \$61,628,417. Source: Act 279 \$93,866,417 unencumbered FY23. Development Agreement executed, funds encumbered. ** Developer will seek LINTC in Feb 2025 to get infrastructure (bids down) (need to amend dev agreements to allow). Funds not needed now so unencumber \$38,759,300 for RKII (\$60m). Due Diligence (\$2m), legal (\$4m) leaving \$55,109,117. Seek replacement funds in future.
	Maua	Kamalani Land Acquisition (~400 SF units)								\$ 10,500,000						RFP#2 Kamalani 2/3.		
16	Maua	Kamalani Infrastructure/Phase 1 (150 or 400 SF units)	400	150	250	Dev Agmt				\$ 98,122,129			\$ 33,872,696			4thQ FY2024 (Apr-June 2024)	1Q FY2026 (July 2025)	Kamalani Redevelopment, grading, fill, water tank/transmission, roadway and utilities. Homes to be built in two phases. 150 units in Ph1, 250 units in Ph2. Backbone infrastructure to be built in Phase 1. Initial 150 single-family units (60 LINTC units). Remaining 250 units (60 LINTC) to be built in future pending funding.
	CITY AND COUNTY OF HONOLULU																	
	Oahu	Kauea, Phase 2				Acq	\$ 8,250,000		\$ 8,250,000									Acquisition completed.
17	Oahu	Kauea, Phase 2	60	60		Dev Agmt	\$ 14,750,000			\$ 13,871,321	\$ 2,088,679							Development Agreement awarded to Mark Development. Negotiations in progress; amount subject to change. Request to Release Act 279 funds submitted to BAF and Gov in September 2023. Allotment approved on Nov. 8, 2023. Anticipate developer requesting interim home construction financing from Act 279 funds. Final DA = \$13,891,321 (includes traffic signal and small playground/open space community requested). ** Change to \$5m, adjust DA to be 100% LINTC Rent to Own HHDG award to cover infrastructure costs. Give Mark Dev site control. May substitute \$5m with NAHASDA funds. <b>NOT ENCUMBERED YET, increase by \$2m from EKIIA &amp; Kuu Papaikou (new total: \$15,691,321).</b>
	Oahu	East Kapiolani IIA	300		300	Dev Agmt	\$ 14,000,000			\$ 1,000,000								** Do conceptual planning for site. Plans Pacific had done conceptual plans previously. Multi-family townhomes, potentially LINTC. Kapiolani/functional housing to be run by Lunalilo. Issuance of Request for Proposals (RFP) planned. <b>NOT ENCUMBERED YET. Shift to Kauea Phase 2. NAHASDA can pay for planning for IIA and LDAs (\$70)</b>
19	Oahu	East Kapiolani II Master-planned Community (Backbone Infrastructure)	700	450	250	Design infrastructure, RD, BE, BF, traffic, B-C house construction	\$ 24,000,000	\$ 88,000,000	\$ 33,000	\$ 140,813,000		\$ 60,000,000	\$ 3,700,000					RFP issued 8/7/23 incorporating backbone infrastructure. East Kapiolani II-C, II-D, II-E, and II-F. Responses due 9/6/23. Responses received; undergoing informal review for recommendation to CHRS. Request to release Act 279 funds submitted to BAF and Gov in September 2023. Allotment approved on Nov. 8, 2023. Anticipate developer requesting interim home construction financing from Act 279 funds. New developed lots increase from 421 to 573. B-C house construction on 127 lots. Final DA = \$204,513,000. <b>Defer infrastructure construction for HF (-250 units to be designed/phased) estimated at \$60m** Replacing \$3.7m with USDA grant money received</b>
	Oahu	Maui Development	300		200	Dev Agmt	\$ 50,000,000					\$ 10,000,000						FOHSE and Final EA October 2023. Designs in process; bid scheduled for 1st Quarter 2024. Need to review site for sewer/damage (new increased site costs made development prohibitive).
21	Oahu	Ewa Beach (former NOAA site)	000		500	Dev Agmt	\$ 48,000,000				\$ 5,000,000	\$ 48,000,000						RFP. Access, sewer, drainage and traffic issues. Addressing Sea Level Rise and other issues will increase construction costs significantly from original estimate and significantly reduce useable area. <b>Shift \$5m from Palamauu</b>
22	Oahu	Ewa Village (Homesite Phase Home) (5-6 units)				Acq/Dev Agmt												Removed from list
	Oahu	NEW PROJECT ACQUISITION	1200	500	700	Acq/ Dev Agmt					\$ 60,000,000							Potential acquisition: \$44.8m. Pre-dev agreement: \$15m

DEPARTMENT OF HAWAIIAN HOME LANDS						ACT 279 IMPLEMENTATION HHC approved Feb 23, 2024		Unencumbered FY23 funds= \$ 56,759,300 Unencumbered FY24 funds= \$ 33,240,700		Sept 2024 P.I.G. Reallocated funds= \$ 92,000,000.00						
						Unencumbered Funds represents x units lost= 328		New Units Gained= 1,200								
						Act 279 Implementation Budget (Strategic)		Encumbrance Status as of Nov. 30, 2023								
Island	FY23 Subdivision/Project	Lots	Phase I	Phase II	Activity	FY 2023	FY 2024	Encumbered FY23	Projected Encumbrance FY24 per approved Strategic Plan	Proposed Encumbrance FY24-new PIG Amended Strategic Plan	Sept 2024 P.I.G.	Projected Deferral FY25 Subject to Leg Funding	Federal Funds Received	Projected Encumbrance Date	Projected Completion Date for 1st Home	Status
23	Oahu	Waialae (M&L Camp Development Group, LLC)	108	108	Acq/Dev Agmt					\$ 24,240,700						Acquisition \$1,990,000 Source: Act 279 Development: \$12,368,633 Source: Act 279 Negotiating Development Agreement amount increased. Request to Release Act 279 funds submitted to B&F and Gov in September 2023. Allotment approved on Nov. 8, 2023. <b>DA total = \$24,240,700. **Need HHC approval for budget increase from originally planned \$20,754,000** Cost may be reduced by LHHC covering part of infrastructure costs. AG reviewing DA. <b>NOT ENCUMBERED YET</b></b>
24	Oahu	K5 Marina 1 of 10A1 and Acquisition	18	18						\$ 7,000,000						RF#1 2.88 acres. Potential for 20-25 SF condo homes, (\$1.5m acquisition, \$1m for grading). Check sewer capacity. Requesting release of \$1million funds which lapse June 30, 2024
KAMAI COUNTY																
25	Kauai	Hanapepe Residence Lots, Phase 2	82	82	Site Construction	\$ 23,000,000		\$ 17,800,126								Bids open on 12/21/22. Contract awarded to Hawaiian Dredging on on 12/29/22. Groundbreaking August 23. Supply chain issues, start in 1st Quarter 2024. Issue RFP for design, construction, financing and marketing of 82 houses. RFP let on October 6, 2023. Pre-submittal conference on October 13, 2023. Submittal of Qualifications due Nov. 3, 2023. Reviewed developer qualifications. Awarded developer Mark Development in December 2023. Act 279 funds used for \$17,800,126 site work for 82 lots. LHHC Rent to Own Project. May provide \$5 million in NAHASDA funds to increase viability of HHDC application.
26	Kauai	Anahulu-Kulaunu Phase 1 Parcel	115	115	Site Construction		\$ 5,000,000			\$ 5,000,000				4thQ FY2024 (Apr-June 2024)* If funds available. <b>Move funds from Waialua to cover this project in FY24</b>		Design in process. Preliminary road and drainage network by end of 2024.
	Kauai	Grove Farm Isenberg parcel Land Acquisition								\$ 26,684,168	\$ 2,000,000			4thQ FY2024 (Apr-June 2024)		RF#43 295.488 Acres with 1000 SF units and 100 SA planned in 4 phases. <b>Shift \$2m from Palamanui for PER/Infrastructure.</b>
27	Kauai	Grove Farm Isenberg parcel Phase 1 Development (1600 SF & 100 SA of 1100 units)	1100	300	250	Dev Agmt						\$ 71,042,460				RF#43 Predevelopment/backbone infrastructure and Phase 1 of 250 SF units and 50 SA lots. Phase 2 250 SF. Phase 3 will be 250 SF units and 50 SA lots. Phase 4 250 SF units. This will be built based on available infrastructure completion and additional funding. Expand existing water plant, transmission lines and tank. Package sewer system for 1st phase of housing. <b>NAHASDA pay for EIS/ERR/AIS and planning (PBR).</b>
28	Statewide	Land/Project Acquisition			Professional Services			\$ 1,500,000								Project management contract with Bowers+Kubota.
	Statewide	Stratforded Lots	200	200						\$ 2,000,000				4thQ FY2024 (Apr-June 2024)	4thQ FY2025 (Apr-June 2025)	Scattered unwarded lots in various existing homesteads for award. Dev Agmt being processed.
	Statewide	Land/Project Acquisition			Acq/Dev Agmt	\$ 35,000,000										RFP let in November 2022. Eight offers received. Details of five accepted offers below, subject to DA negotiation.
	Statewide	DUE DILIGENCE INVESTIGATION									\$ 2,000,000					<b>Cover prelim engineering analysis/fit studies/ALTA Surveys/Topos of potential acquisitions. Shift \$2m from Waiehu Mauka.</b>
	Statewide	OUTSIDE LEGAL COUNSEL									\$ 1,000,000					<b>Acquisitions/Development Agreements/CC&amp;Rs</b>
	Statewide	Project Contingencies			various			\$ 3,000,000								Project contingency amounts for encumbered projects in FY 23. Request to Release Act 279 funds submitted to B&F and Gov in September 2023. Allotment approved on Nov 8, 2023
	Statewide	Project Financing/Partnerships (Public/Public, Public/Private)			Vertical construction	\$ 30,000,000				\$ 25,000,000	\$ 75,000,000					Interim house construction financing in order to reduce house pricing. Developers are in process of submitting requests for interim house construction financing. NAHASDA funds may be used to support LHHC funded Rent with Option to Purchase programs. <b>Move funds from Waialua to fund \$25m for construction financing</b>

DEPARTMENT OF HAWAIIAN HOME LANDS						Unencumbered FY23 Funds= \$ 58,759,300		Sept 2024 P.I.G. Reallocated Funds= \$ 92,000,000.00		Unencumbered FY24 Funds= \$ 33,240,700		Unencumbered Funds represents x units lost= 329		New Units Gained= 1,200		
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Statewide	Individual Assistance				Applcmt financing					\$ 7,000,000						Leveraging funds with CDFIs funding awards to help individual leasees with loans.
	<b>TOTAL</b>	<b>8,128</b>	<b>2,890</b>	<b>4,362</b>		<b>\$ 172,750,000</b>	<b>\$ 367,250,000</b>	<b>\$ 159,941,367</b>	<b>\$ 96,000,000</b>	<b>\$ 355,300,000</b>	<b>\$ 92,000,000</b>	<b>\$ 821,366,208</b>				11/17/23 \$172,750M Allotment released by Governor. 6/27/23 \$21.0M Allotment released by Governor.
<b>Total Estimated Remaining Encumbrances</b>								<b>\$ 192,541,367</b>	<b>\$ 249,941,367</b>	<b>\$ 800,241,373</b>	<b>\$ 892,241,373</b>	<b>\$ 1,221,599,063</b>				<b>Budget Shortfall if all projects encumbered beyond FY24</b>
												<b>\$ 621,599,000</b>				

	Sept 2024 Adjustment	\$ (58,759,300.00)	\$ (33,240,700)
	\$35,103,117 remain for Waialeale, Maunaloa		
	<b>FROM</b>	<b>TO</b>	
Waialeale	\$ 58,759,300.00	\$ 58,759,300	New Project \$ 99,600,000
Kauai Papahāna	\$ 1,000,000.00	\$ 1,000,000	
Maunaloa	\$ 7,000,000.00	\$ 7,000,000	
East Kapihāhā DA	\$ 1,000,000.00	\$ 1,000,000	
Waialeale Hill Camp	\$ 24,240,700.00	\$ 12,240,700	
		\$ 2,000,000	Dir Disgrace \$ 2,000,000
		\$ 1,000,000	Legal \$ 1,000,000
		\$ 2,000,000	Lease 1B \$ 20,000,000
		\$ 2,000,000	Kaupoa \$ 2,000,000
		\$ 5,000,000	Ewa Beach \$ 5,000,000
		\$ 20,000,000	Grove Farm \$ 2,000,000
	<b>\$ 92,000,000.00</b>	<b>\$ 92,000,000</b>	<b>\$ 92,000,000</b>



# HAWAIIAN HOME LANDS

HAWAIIAN HOMES COMMISSION · DEPARTMENT OF HAWAIIAN HOME LANDS

## **ACT279**

Permitted Interaction Group

October 21, 2024

DEPARTMENT OF HAWAIIAN HOME LANDS

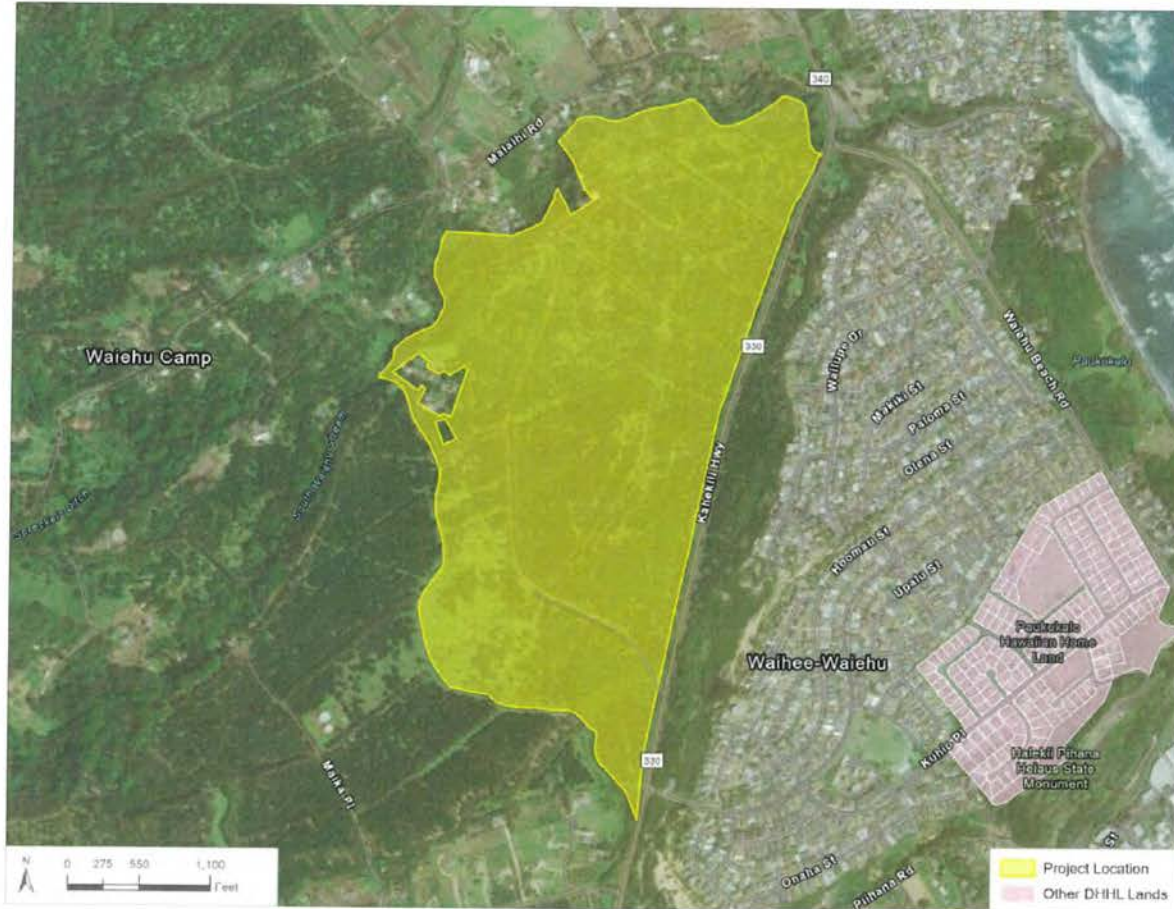


Sept 2024 Adjustment		\$ (38,759,300.00)*		\$ (33,240,700)	
		\$35,109,117 remain for Waiehu Mauka*			
		<b>FROM</b>	<b>TO</b>		
a	Waiehu Mauka	\$ 58,759,300.00*	\$ 58,759,300	New Project	f
b	Kuu Papaikou	\$ 1,000,000.00	\$ 1,000,000	New Project	
c	Pāalamanui	\$ 7,000,000.00	\$ 7,000,000	New Project	
d	East Kapolei 2A	\$ 1,000,000.00	\$ 1,000,000	New Project	
e	Waialua Mill Camp	\$ 24,240,700.00	\$ 12,240,700	New Project	
			\$ 2,000,000	Due Diligence	
			\$ 1,000,000	Legal	
g			\$ 20,000,000	Leiali'i 1B	
h			\$ 2,000,000	Kaupe'a Ph. 2	
i			\$ 5,000,000	Ewa Beach	
j			\$ 2,000,000	Lihu'e (Grove Farm )	\$ 32,000,000
		\$ 92,000,000.00	\$ 92,000,000		\$ 92,000,000

\* \$93,868,417 (encumbered) - \$38,759,300 (for new acquisition) = \$55,109,117 (remaining for Waiehu Mauka)



a. \$93.8M - <\$38.79M> = \$55.1M



**MAUI COUNTY:** Waiehu Mauka  
**\$93.8M** (ACT279)  
**MAUI:** Residential  
(3,945 Waitlist)

PHASES	UNITS (311)
Waiehu Mauka	311





## b. <\$1M>



**HAWAI'I COUNTY:** Papaikou

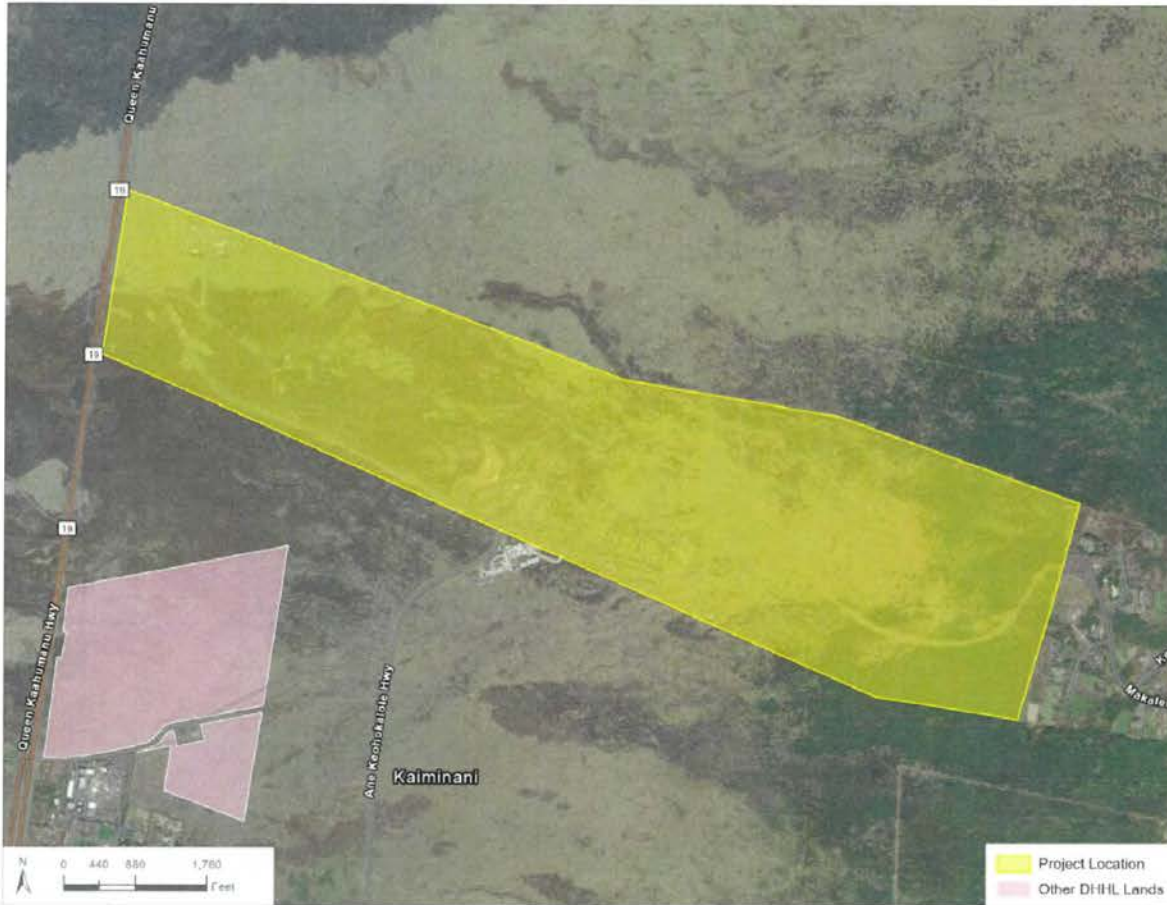
**\$0M** (ACT279)

**HAWAI'I:** Residential  
(6,031 Waitlist)

PHASES	UNITS (220)
Acquisition & Development Agreement	220



c. <\$7M>



**HAWAI'I COUNTY:** Pāalamanui

**\$7M** (ACT279)

**HAWAI'I:** Residential  
(6,031 Waitlist)

PHASES	UNITS (40)
Sitework	40



d. <\$1M>

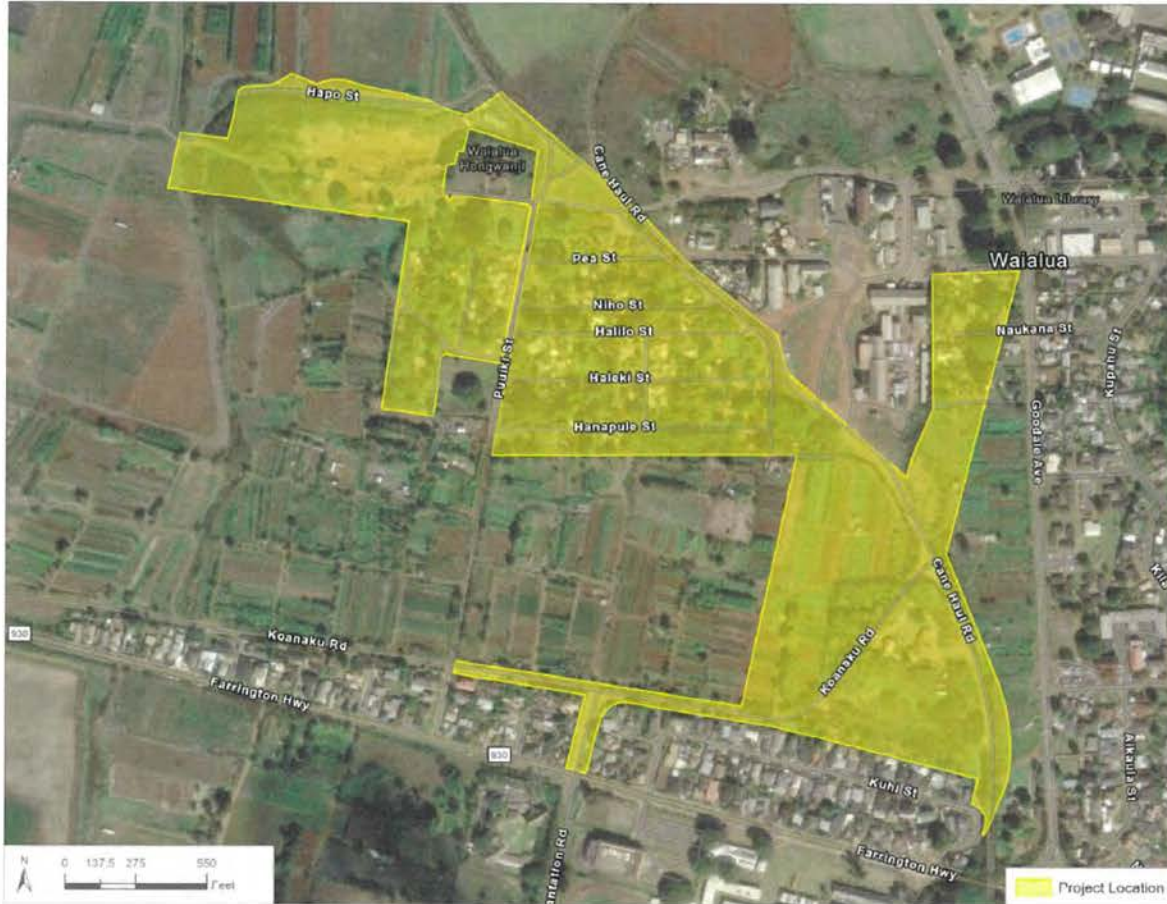


CCH: East Kapolei  
**\$141.8M** (ACT279)  
O'AHU: Residential  
(11,407 Waitlist)

PHASES	UNITS (700)
Ka'uluokaha'i	700



e. \$24.2M = <\$12.2M> + <\$12M>

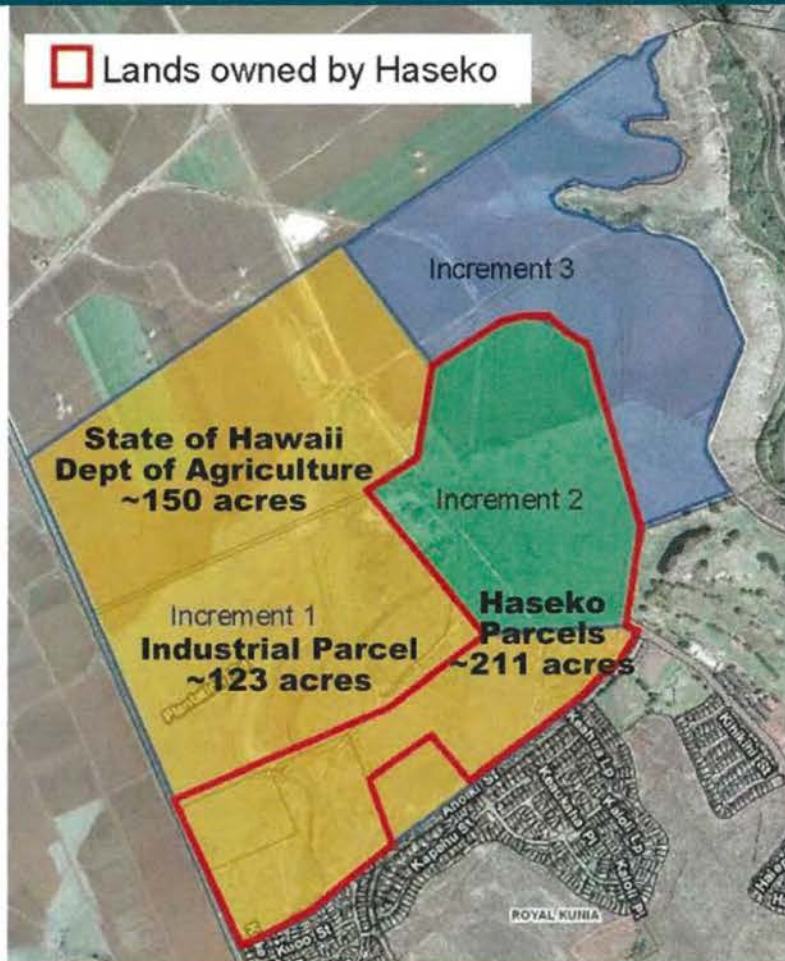


CCH: Waialua Mill Camp  
**\$24.2M** (ACT279)  
O'AHU: Residential  
(11,407 Waitlist)

PHASES	UNITS (108)
Waialua Mill Camp	108



f. +\$60M



CCH: Kunia

**\$0M** (ACT279)

OAHU: Residential  
(11,407 Waitlist)

PHASES	UNITS (1200)
Kunia (Phase 1) Acquisition and Preliminary Development Agreement	500



g. + \$20M



MAUI COUNTY: Leialoi

**\$83M**

MAUI: Residential  
(3,945 Waitlist)

PHASES	UNITS (181)
Leialoi 1B Subdivision & Offsite Water	181



# h. + \$2M



CCH: Kaupē'a  
**\$21.9M** (ACT279)  
O'AHU: Residential  
(11,407 Waitlist)

PHASES	UNITS (60)
Kaupē'a	60



# i. \$5M



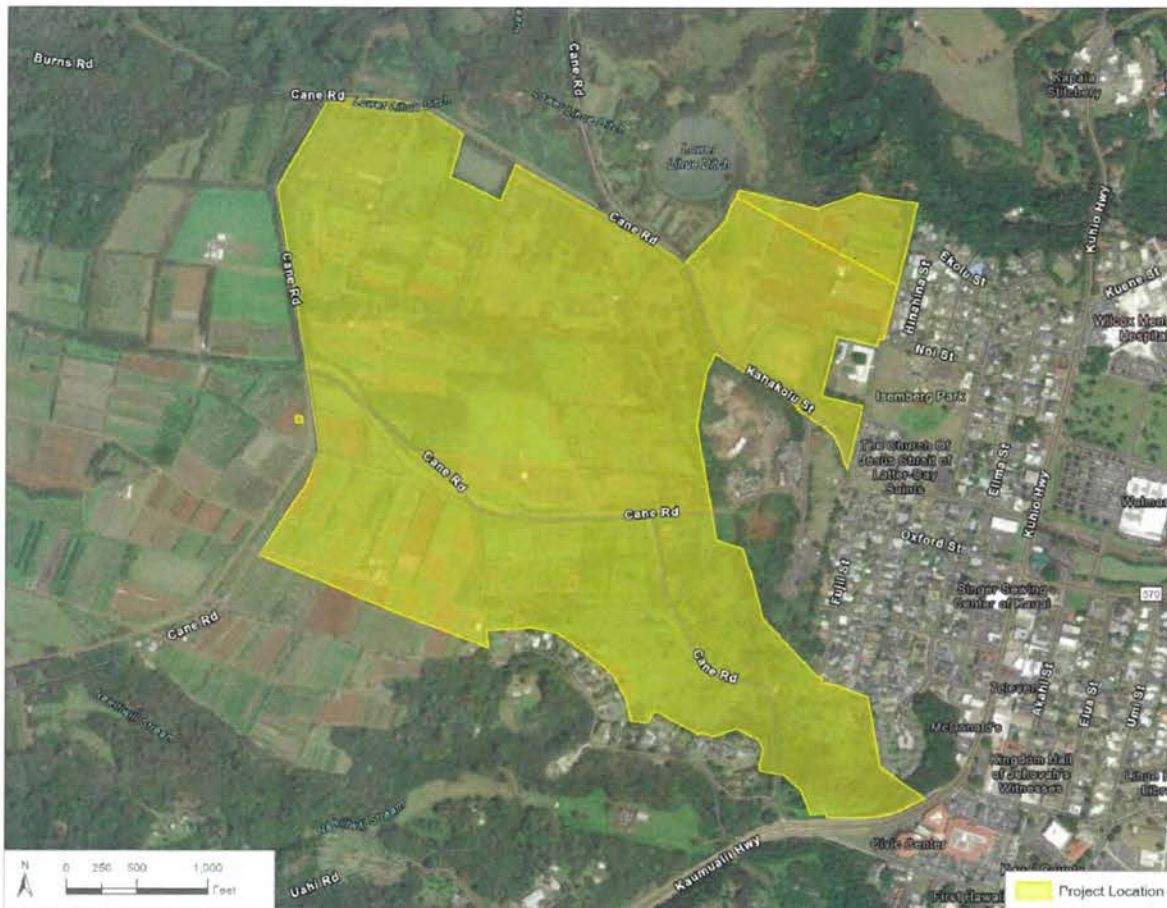
CCH: 'Ewa Beach NOAA Site  
**\$0M** (ACT279)  
 O'AHU: Residential  
 (11,407 Waitlist)

PHASES	UNITS (380)
'Ewa Beach (former NOAA Site)	380





j. +\$2M



Kaua'i County: Lihue  
**\$23.3M** (ACT279)  
KAUA'I: Residential  
(1,727 Waitlist)

PHASES	UNITS (1100)
Grove Farm – Isenberg Acquisition and Preliminary Studies	300

DEPARTMENT OF HAWAIIAN HOME LANDS

STATE OF HAWAI'I  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21 – October 22, 2024

To: Chairman and Members, Hawaiian Homes Commission  
From: David Hoke, Administrator, Enforcement Unit  
Subject: For Information Only – Monthly Enforcement Unit Efforts and Statistics  
(September 9, 2024 – October 13, 2024)

**RECOMMENDED ACTIONS:**

None. For information only.

**DISCUSSION:**

Requests for Investigations: 17

- Oahu: 10
- Maui: 0
- Kauai: 1
- East Hawaii: 3
- West Hawaii: 0
- Molokai: 0
- Lanai: 0
- Office of the Chair: 1
- LMD: 2
- LDD: 0

Total reports generated in the calendar year: 187

Personnel Update, Staff Development:

- Enforcement Unit Assistant, Ronica Ann “Annie” Ibarra retiring on 10/31/24
- 10/7/24 – 10/9/24 – All investigators completed Crime Prevention Through Environmental Design (CPTED) advanced course. Professional Designation good through 10/11/28.

Events and Operations:

- 9/23/24 - HPD/Prosecutor’s Office/Waianae Valley Association Event “Blue Lights and Ice Cream”
- 9/27/24 - Kauluokahai NSW walk

### Beneficiary Engagement:

- Ekklesia Neighborhood Security Watch (NSW)
- Maku'u Farmers Association
- Keaukaha - Panaewa Farmers Association NSW
- Kauluokahai NSW
- Waianae Valley Homestead Association

### Interagency Collaboration:

- State of Hawaii Attorney General Investigations
- Honolulu Prosecutor, Steve Alm
- County Police (HPD – D8 Narco/Vice, CPT, HCPD – CPT, KPD)
- US Probation Office
- US Marshals Service - Fugitive Recovery Task Force
- State of Hawaii Emergency Management
- Federal Emergency Management Agency

### Vacant Home Initiative:

Waimanalo: 33 total properties identified as possible vacant homes

- Lessees were found to be deceased and now pending succession: 8
- Pending transfer with HSD: 1
- Lessees who received their leases within this year: 2
- Non-Response: 1
- Removed from list as they showed sufficient evidence the lot in question is occupied and maintained: 1
- Lots in DHHL inventory: 2
- Working with NAHASDA: 2
- Notices of Violations Sent: 16
  - Responses to Notice of Violations with commitments to clean up property: 10
  - Deadlines for response have yet to expire: 5
  - No Response: 1

### Pilot program update:

- 0 new report of organized criminal activity in the various homesteads that fall into the area of the pilot program.
- 10 reports have been submitted to HPD since the pilot program began on January 1, 2024, with 7 being unsubstantiated, 1 confirmed, and 2 pending a disposition from HPD.
- HPD Crime Mapping Tool was not working as of 10/14/24.

Hawaiian Homes Commission Meeting Packet  
October 21 & 22, 2024  
Grand Naniloa Hotel, Sandalwood Ballroom,  
Hilo, Hawaii

# D ITEMS

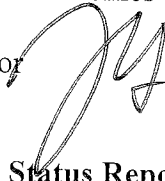
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Juan Garcia, HSD Administrator  
Homestead Services Division



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

October 21, 2024

SUBJECT: Homestead Lease and Application Totals and Monthly Activity Reports

LEASE ACTIVITY REPORT

Month through September 30, 2024

	As of 8/31/24	Add	Cancel	As of 9/30/24
Residential	8,512	0	1	8,511
Agricultural	1,106	0	0	1,106
Pastoral	438	0	0	438
<b>Total</b>	<b>10,056</b>	<b>0</b>	<b>1</b>	<b>10,055</b>

The cumulative number of Converted Undivided Interest Lessees represents an increase of 574 families moving into homes. Their Undivided Interest lease was converted to a regular homestead lease.

	As of 8/31/24	Converted	Rescinded/ Surrendered/ Cancelled/	As of 9/30/24
Undivided	735	0	0	735

Balance as of 9/30/2024:

Awarded	1,434
Relocated to UNDV	7
Reinstated to UNDV	1
Rescinded	123
Surrendered	6
Cancelled	4
Converted	574
Balance to Convert	<b>735</b>



**Statewide Lease Application and Applicant Totals  
as of October 1, 2024**

ISLAND	AC	AREA / TYPE	9/1/2024			10/1/2024						
			TOTALS	ADDS	DELETES	TOTALS						
O'ahu	113	Nānākuli Res	152	1	1	152	0.97%	<b>O'AHU APP TYPE TOTALS</b> <u>Agr</u> + <u>Pas</u> + <u>Res</u> = <b>15,696</b> 26.74%    0.00%    73.26%    100.00%				
	123	Papakōlea / Kewalo Res	64	1	1	64	0.41%					
	133	Waimānalo Res	516	3	3	516	3.29%					
	143	Wai'anae Res	132	0	0	132	0.84%					
	191	O'ahu Islandwide Agr	4,197	7	3	4,201	26.74%					
	193	O'ahu Islandwide Res	10,635	11	29	10,617	67.76%					
		<b>Total O'ahu Apps</b>	<b>15,696</b>	<b>23</b>	<b>37</b>	<b>15,682</b>	<b>100.00%</b>					
Maui	213	Paukūkalo Res	50	0	0	50	0.53%	<b>MAUI APP TYPE TOTALS</b> <u>Agr</u> + <u>Pas</u> + <u>Res</u> = <b>9,438</b> 51.22%    6.60%    42.18%    100.00%				
	221	Kula Agr	4	0	0	4	0.04%					
	222	Kula Pas	3	0	0	3	0.03%					
	291	Maui Islandwide Agr	4,830	7	4	4,833	51.15%					
	292	Maui Islandwide Pas	620	4	1	623	6.59%					
	293	Maui Islandwide Res	3,931	11	6	3,936	41.66%					
		<b>Total Maui Apps</b>	<b>9,438</b>	<b>22</b>	<b>11</b>	<b>9,449</b>	<b>100.00%</b>					
Hawai'i	313	Keaukaha / Waiākea Res	65	2	2	65	0.42%	<b>HAWAII APP TYPE TOTALS</b> <u>Agr</u> + <u>Pas</u> + <u>Res</u> = <b>15,531</b> 47.77%    13.10%    39.13%    100.00%				
	321	Pana'ewa Agr	13	0	0	13	0.08%					
	333	Kawaihae Res	15	0	0	15	0.10%					
	341	Waimea Agr	9	0	0	9	0.06%					
	342	Waimea Pas	45	4	4	45	0.29%					
	343	Waimea Res	44	0	0	44	0.28%					
	391	Hawai'i Islandwide Agr	7,397	8	11	7,394	47.63%					
	392	Hawai'i Islandwide Pas	1,989	3	3	1,989	12.81%					
	393	Hawai'i Islandwide Res	5,954	5	10	5,949	38.32%					
			<b>Total Hawai'i Apps</b>	<b>15,531</b>	<b>22</b>	<b>30</b>	<b>15,523</b>					<b>100.00%</b>
Kaua'i	511	Anahola Agr	3	0	0	3	0.07%	<b>KAUAI APP TYPE TOTALS</b> <u>Agr</u> + <u>Pas</u> + <u>Res</u> = <b>4,407</b> 52.76%    7.71%    39.53%    100.00%				
	512	Anahola Pas	19	0	0	19	0.43%					
	513	Anahola Res	39	0	0	39	0.88%					
	523	Kekaha Res	8	0	0	8	0.18%					
	532	Pu'u 'Ōpae Pas	7	1	1	7	0.16%					
	591	Kaua'i Islandwide Agr	2,322	2	2	2,322	52.68%					
	592	Kaua'i Islandwide Pas	314	0	1	313	7.10%					
	593	Kaua'i Islandwide Res	1,695	4	2	1,697	38.50%					
		<b>Total Kaua'i Apps</b>	<b>4,407</b>	<b>7</b>	<b>6</b>	<b>4,408</b>	<b>100.00%</b>					
Moloka'i	613	Kalama'ula Res	3	0	0	3	0.14%	<b>MOLOKA'I APP TYPE TOTALS</b> <u>Agr</u> + <u>Pas</u> + <u>Res</u> = <b>2,165</b> 52.75%    9.33%    37.92%    100.00%				
	621	Ho'olehua Agr	17	0	0	17	0.79%					
	622	Ho'olehua Pas	1	0	0	1	0.05%					
	623	Ho'olehua Res	7	0	0	7	0.32%					
	633	Kapa'akea Res	6	0	0	6	0.28%					
	643	One Ali'i Res	1	0	0	1	0.05%					
	691	Moloka'i Islandwide Agr	1,125	2	3	1,124	51.92%					
	692	Moloka'i Islandwide Pas	201	0	0	201	9.28%					
693	Moloka'i Islandwide Res	804	1	0	805	37.18%						
		<b>Total Moloka'i Apps</b>	<b>2,165</b>	<b>3</b>	<b>3</b>	<b>2,165</b>	<b>100.00%</b>					
Lāna'i	713	Lāna'i Res	70	0	0	70	100.00%	<b>LĀNA'I APP TYPE TOTALS</b> <u>Agr</u> + <u>Pas</u> + <u>Res</u> = <b>70</b> 0.00%    0.00%    100.00%    100.00%				
		<b>Total Lāna'i Apps</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>100.00%</b>					

STATEWIDE TOTALS				STATEWIDE APP TYPE TOTALS		
9/1/2024	Adds	Deletes	10/1/2024	Agr	Pas	Res
47,307	77	87	47,297	19,917	3,199	24,191



## DHHL Applicant Summary as of October 1, 2024

Individuals with only <b>RESIDENTIAL</b> applications:	6,419	21.73%
Individuals with only <b>AGRICULTURAL</b> applications:	4,619	15.64%
Individuals with only <b>PASTORAL</b> applications:	746	2.53%
Individuals with <b>RESIDENTIAL</b> and <b>AGRICULTURAL</b> applications:	15,301	51.80%
Individuals with <b>RESIDENTIAL</b> and <b>PASTORAL</b> applications:	2,455	8.31%
<b>*Total Number of DHHL APPLICANTS:</b>	<b>29,540</b>	<b>100.00%</b>

\* The number of applicants in each category is determined by a "unique identifier" (i.e., SSN) which ensures that each applicant is counted only once even if the individual holds the maximum two lease applications and appears twice on the DHHL waitlist.

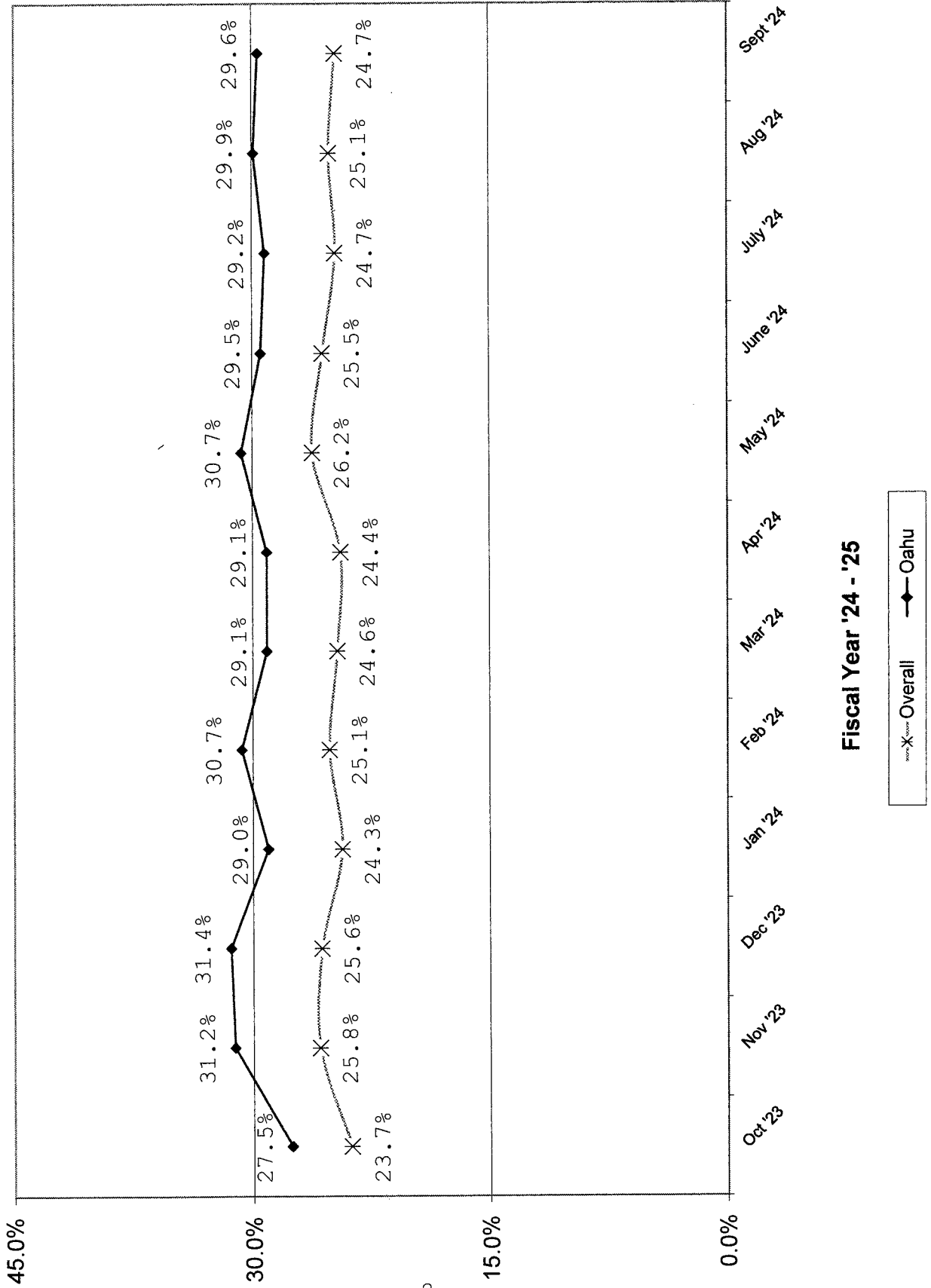
**DELINQUENCY REPORT - STATEWIDE**  
October 21, 2024  
(\$Thousands)

	Total Outstanding		Total Delinquency		30 Days (low)		60 Days (Medium)		90 Days (High)		180 Days (Severe)		% of Totals			
	No.	Amt. (000s)	No.	Amt. (000s)	No.	Amt. (000s)	No.	Amt. (000s)	No.	Amt. (000s)	No.	Amt. (000s)	No.	Amt. (000s)	No.	\$
<b>DIRECT LOANS</b>																
OAHU	354	36,061	103	10,692	13	862	7	920	13	1,175	70	7,735	29.1%	29.6%		
EAST HAWAII	186	10,892	50	3,445	2	130	0	0	9	552	39	2,764	26.9%	31.6%		
WEST HAWAII	76	7,826	8	1,072	5	661	1	166	0	0	2	244	10.5%	13.7%		
MOLOKAI	76	6,479	14	646	2	161	1	64	1	78	10	343	18.4%	10.0%		
KAUAI	90	8,071	14	1,052	2	142	3	368	2	147	7	395	15.6%	13.0%		
MAUI	111	15,251	28	4,027	1	89	2	67	4	528	21	3,343	25.2%	26.4%		
<b>TOTAL DIRECT</b>	<b>893</b>	<b>84,580</b>	<b>217</b>	<b>20,933</b>	<b>25</b>	<b>2,045</b>	<b>14</b>	<b>1,586</b>	<b>29</b>	<b>2,479</b>	<b>149</b>	<b>14,823</b>	<b>24.3%</b>	<b>24.7%</b>		
	<b>100.0%</b>	<b>100.0%</b>	<b>24.3%</b>	<b>24.7%</b>	<b>2.8%</b>	<b>2.4%</b>	<b>1.6%</b>	<b>1.9%</b>	<b>3.2%</b>	<b>2.9%</b>	<b>16.7%</b>	<b>17.5%</b>				
<b>Advances (including RPT)</b>	<b>230</b>	<b>5,894</b>	<b>230</b>	<b>5,894</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,894</b>	<b>0</b>	<b>0</b>	<b>100%</b>	<b>100%</b>		
<b>DHHL LOANS &amp; Advances</b>	<b>1,123</b>	<b>90,475</b>	<b>447</b>	<b>26,828</b>	<b>25</b>	<b>2,045</b>	<b>14</b>	<b>1,586</b>	<b>259</b>	<b>8,374</b>	<b>149</b>	<b>14,823</b>	<b>39.8%</b>	<b>29.7%</b>		
<b>LOAN GUARANTEES as of June 30, 2024</b>																
SBA	2	67	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%		
USDA-RD	274	35,831	43	6,613	0	0	0	0	43	6,613	0	0	15.7%	18.5%		
Habitat for Humanity	32	893	16	429	0	0	0	0	16	429	0	0	50.0%	48.0%		
Maui County	5	74	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%		
Nanakuli NHS	1	7	1	7	0	0	0	0	1	7	0	0	100.0%	100.0%		
City & County	10	204	10	204	0	0	0	0	10	204	0	0	100.0%	100.0%		
FHA Interim	6	1,366	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%		
OHA	1	6	1	6	0	0	0	0	1	6	0	0	100.0%	100.0%		
<b>TOTAL GUARANTEE</b>	<b>331</b>	<b>38,448</b>	<b>71</b>	<b>7,259</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>71</b>	<b>7,259</b>	<b>0</b>	<b>0</b>	<b>21.5%</b>	<b>18.9%</b>		
PMI Loans	116	15,109	3	312	2	185	0	0	1	127	0	0	2.6%	2.1%		
<b>HUD REASSIGNED for Recovery</b>	<b>112</b>	<b>12,060</b>	<b>92</b>	<b>10,463</b>	<b>1</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>145</b>	<b>88</b>	<b>10,299</b>	<b>82.1%</b>	<b>86.8%</b>		
FHA Insured Loans	2,909	529,341	188	31,229	0	0	0	0	188	31,229	0	0	6.5%	5.9%		
<b>TOTAL INS. LOANS</b>	<b>3,137</b>	<b>556,510</b>	<b>283</b>	<b>42,004</b>	<b>3</b>	<b>204</b>	<b>0</b>	<b>0</b>	<b>192</b>	<b>31,501</b>	<b>88</b>	<b>10,299</b>	<b>9.0%</b>	<b>7.5%</b>		
<b>OVERALL TOTALS(EXC Adv/RPT's)</b>	<b>4,361</b>	<b>679,538</b>	<b>571</b>	<b>70,196</b>	<b>28</b>	<b>2,249</b>	<b>14</b>	<b>1,586</b>	<b>292</b>	<b>41,239</b>	<b>237</b>	<b>25,122</b>	<b>13.1%</b>	<b>10.3%</b>		
<b>ADJUSTED TOTALS</b>	<b>4,591</b>	<b>685,432</b>	<b>801</b>	<b>76,091</b>	<b>28</b>	<b>2,249</b>	<b>14</b>	<b>1,586</b>	<b>522</b>	<b>47,133</b>	<b>237</b>	<b>25,122</b>	<b>11.1%</b>	<b>11.1%</b>		

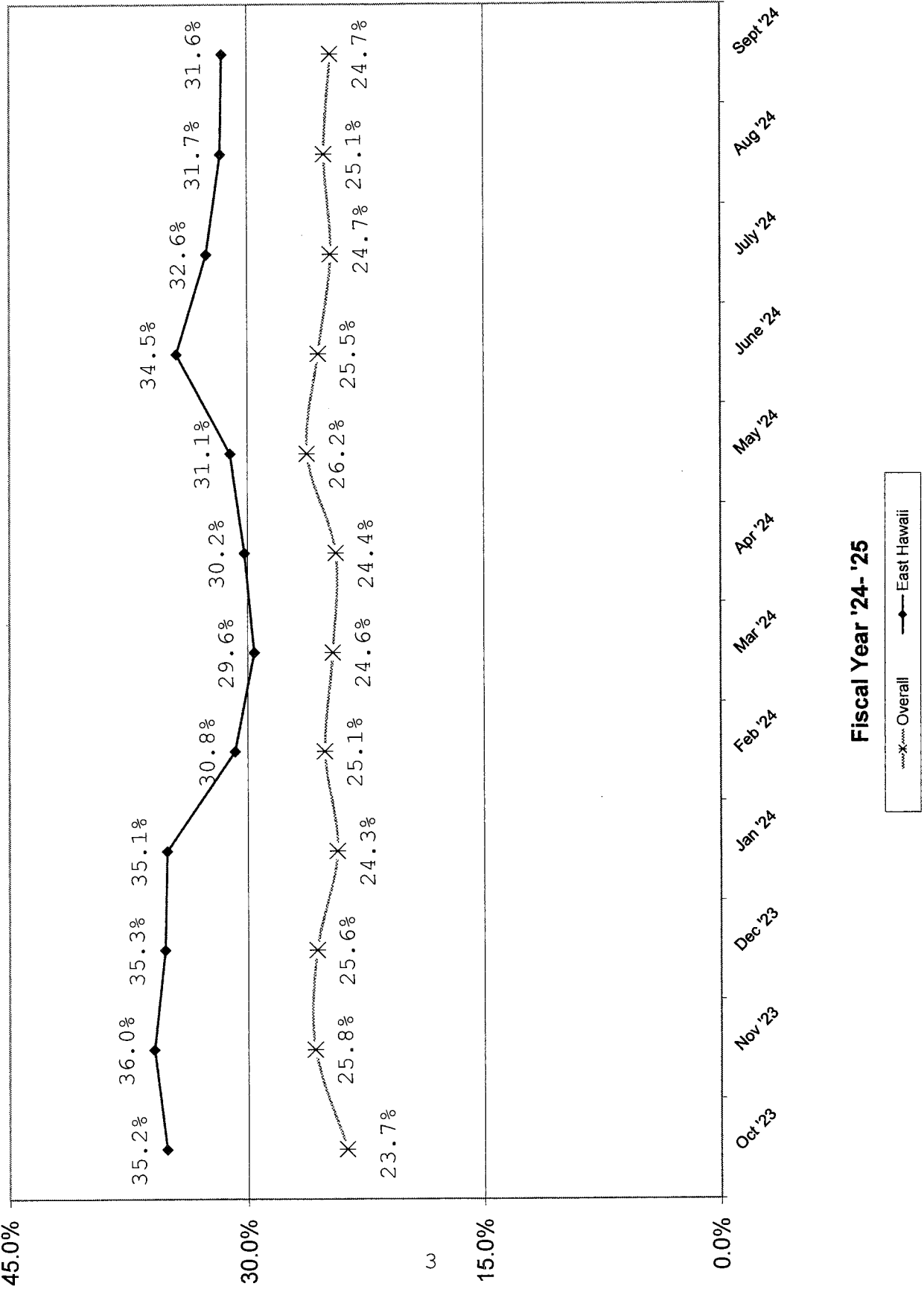
Note: HUD 184A loan program has 517 loans, with a total outstanding principal balance of \$110,117,159 as of June 30, 2024. 10 Loans, totaling \$2,402,108 are delinquent.

The deferred interest for 408 loans comes out to \$1,958,381.20 as of 9/30/2024.

**OAHU**  
**Direct Loans**  
**Delinquency Ratio Report**



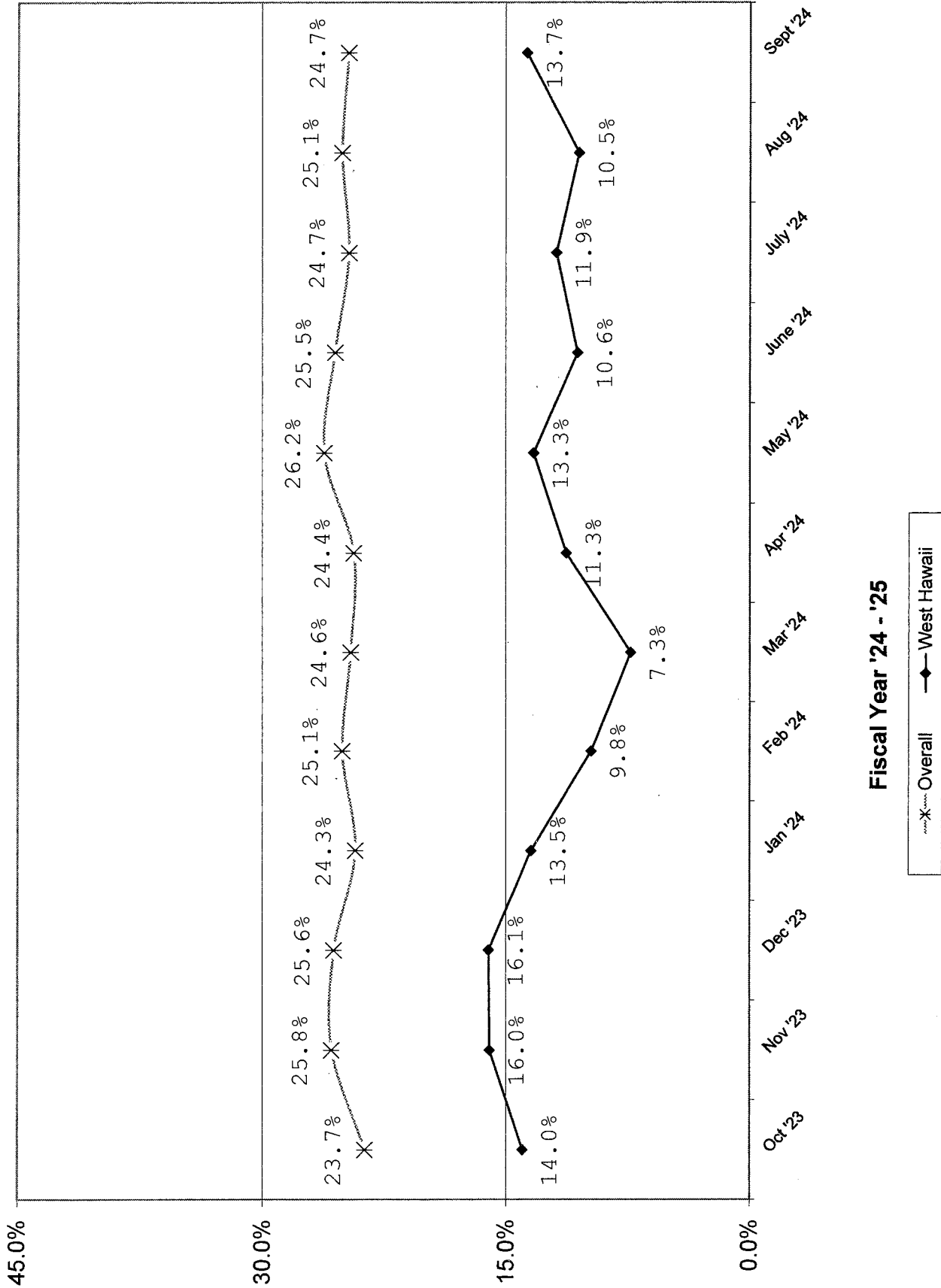
**EAST HAWAII  
Direct Loans  
Delinquency Ratio Report**



**Fiscal Year '24- '25**

Overall — East Hawaii

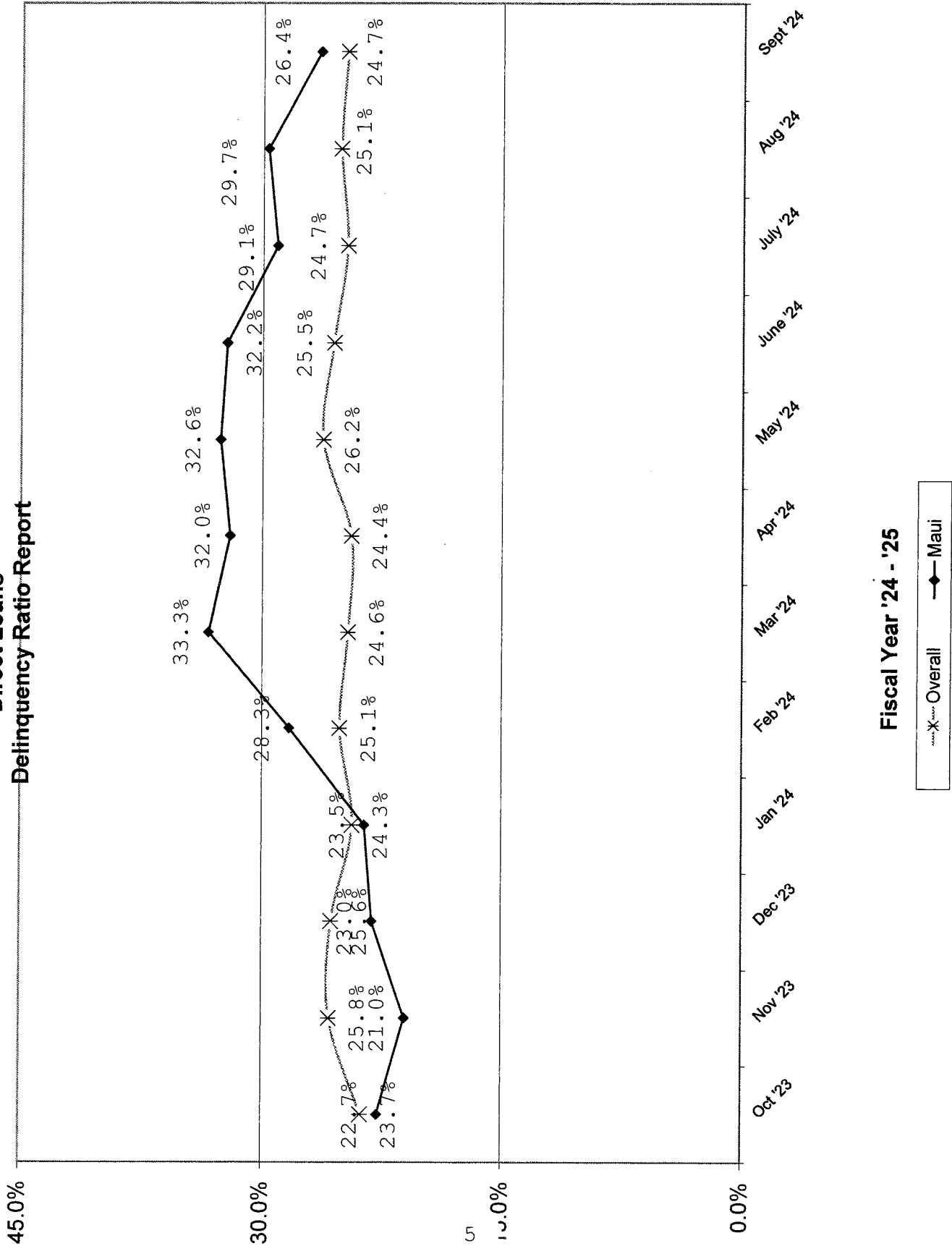
**WEST HAWAII**  
**Direct Loans**  
**Delinquency Ratio Report**



**Fiscal Year '24 - '25**

x Overall    ◆ West Hawaii

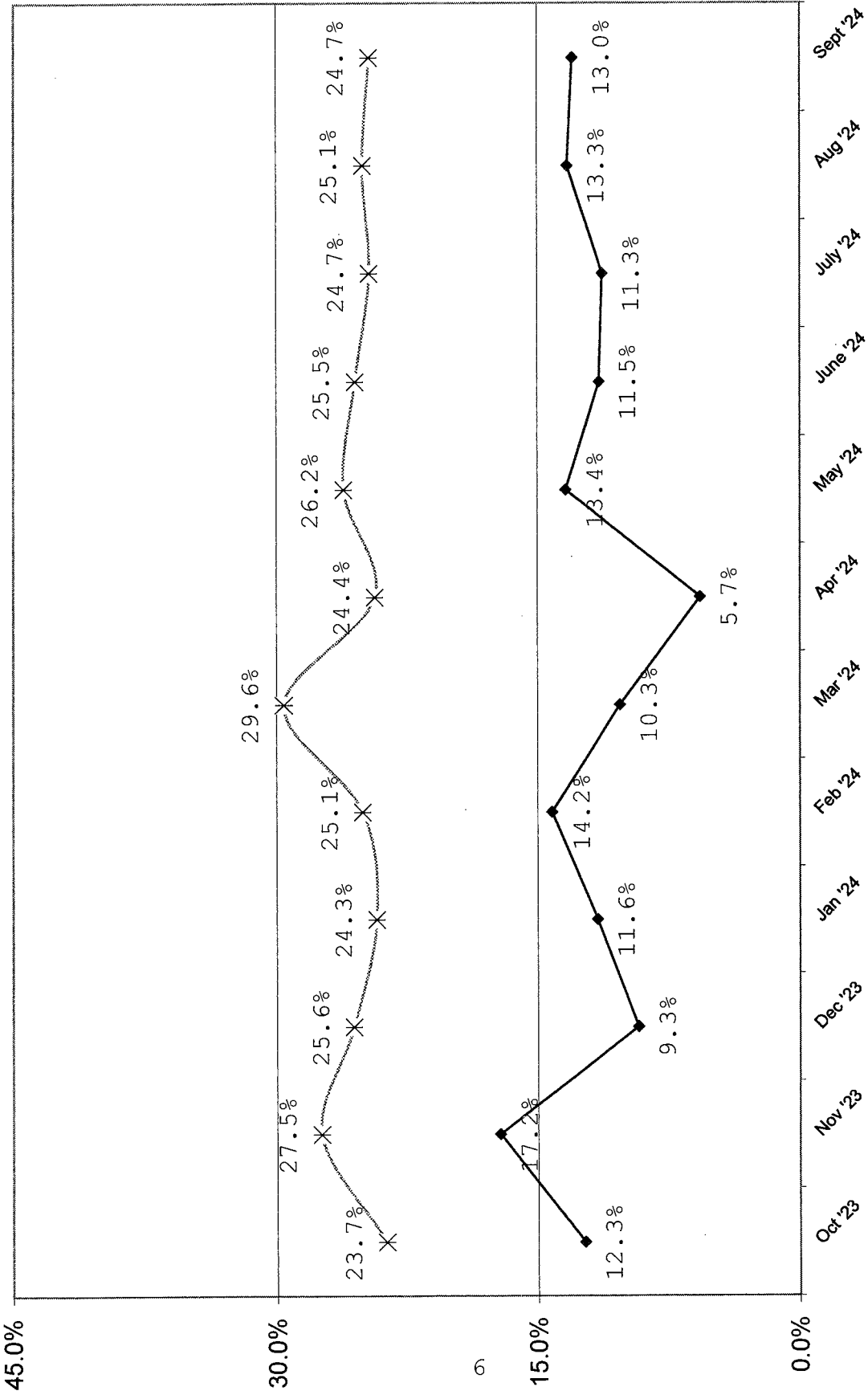
**MAUI**  
**Direct Loans**  
**Delinquency Ratio Report**



Fiscal Year '24 - '25

.....x..... Overall    —◆— Maui

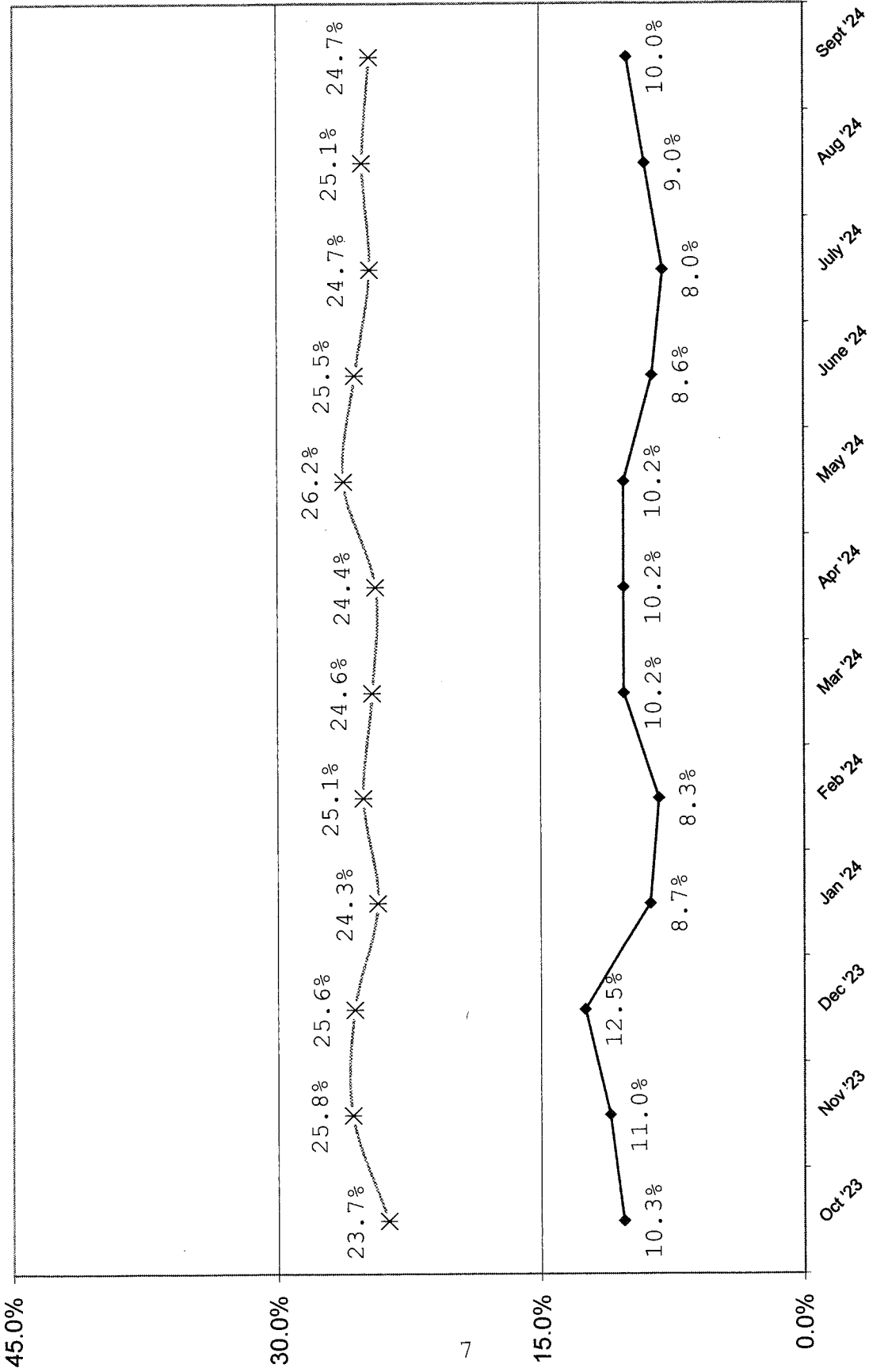
**KAUAI**  
**Direct Loans**  
**Delinquency Ratio Report**



**Fiscal Year '24 - '25**

x Overall    ◆ Kauai

**MOLOKAI**  
**Direct Loans**  
**Delinquency Ratio Report**



**Fiscal Year '24 - '25**

---X--- Overall    —◆— Molokai



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator  
Homestead Services Division

FROM: Dean Oshiro, Loan Services Manager

SUBJECT: **Approval of Consent to Mortgage**

RECOMMENDED MOTION/ACTION

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

DISCUSSION

<u>PROPERTY</u>	<u>LESSEE</u>	<u>LENDER</u>	<u>LOAN AMOUNT</u>
<u>OAHU</u>			
Waimanalo Lease No. 3157 TMK: 1-4-1-017:016	NAKAMURA, Hapaki R. K. (Cash-out Refinance) FHA	HomeStreet Bank	\$ 475,865
Maluohai Lease No. 12780 TMK: 1-9-1-120:101	KALEIKINI, Melvin K. (Cash-out Refinance) FHA	Click n' Close, Inc.	\$ 374,199
Kanehili Lease No. 11845 TMK: 1-9-1-153-104	KALAMA, Tasia M. (Cash-out Refinance) FHA	HighTechLending Inc.	\$ 428,175
Waianae Lease No. 6764 TMK: 1-8-5-031:071	PUULEI, Trudy (Cash-out Refinance) FHA	HighTechLending Inc.	\$ 350,325

KAUAI

Anahola Lease No. 8697 TMK: 4-4-8-019:019	RAQUEL, Kapua O. (Cash-out Refinance) FHA	Bank of Hawaii	\$ 550,000
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HAWAII

Waiakea Lease No. 6386 TMK: 3-2-2-059:067	YOCKMAN, Robert K. Y. T. (Purchase) VA	Department of Veterans Affairs	\$ 390,000
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Puupulehu Lease No. 7043 TMK: 3-6-4-032:016	KAMAUU, Howard W. Jr. (Construction) VA	Department of Veterans Affairs	\$ 660,000
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Lalamilo Lease No. 12544 TMK: 3-6-6-004:130	MCCANDLESS, Pomaikai (Purchase) FHA	V.I.P. Mortgage Inc.	\$ 438,731
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Kawaihae Lease No. 9665 TMK: 3-6-1-007:040	II, Morgan K. (Purchase) FHA	V.I.P. Mortgage Inc.	\$ 154,400
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Kawaihae Lease No. 7226 TMK: 3-6-1-009:026	SMITH, Cyd L. (Purchase) FHA	V.I.P. Mortgage Inc.	\$ 400,668
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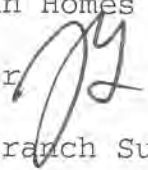

<u>RECAP</u>	<u>NO.</u>		<u>FHA</u> <u>AMOUNT</u>		<u>NO.</u>	<u>VA</u> <u>AMOUNT</u>
FY Ending 6/30/24	88	\$	32,647,026		23	\$ 6,684,116
Prior Months	27	\$	10,793,849		2	\$ 710,000
This Month	<u>8</u>		<u>3,172,363</u>		<u>2</u>	<u>1,050,000</u>
Total FY '24-25	35	\$	13,966,212		4	\$ 1,760,000

			<u>HUD 184A</u> <u>AMOUNT</u>		<u>USDA-RD</u> <u>AMOUNT</u>
FY ENDING 6/30/24	18	\$	7,258,802	3	\$ 1,380,787
Prior Months	5	\$	1,879,800	0	\$ 0
This Month	<u>0</u>		<u>0</u>	<u>0</u>	<u>0</u>
Total FY '24-25	5	\$	1,879,800	0	\$ 0

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission  
THROUGH: Juan Garcia, HSD Administrator   
FROM: Nicole F. Bell, Application Branch Supervisor   
Homestead Services Division  
SUBJECT: **Approval of Homestead Application Transfers/Cancellations**

RECOMMENDED MOTION/ACTION

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

DISCUSSION

1. Requests of Applicants to Transfer

OAHU ISLANDWIDE AGRICULTURAL LEASE LIST

DEGUZMAN, David A., Jr.	10/04/2006	HAWAII	AGR	07/18/2024
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OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

MAKA, Dayna	04/10/2015	MAUI	RES	06/07/2024
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HAWAII ISLANDWIDE PASTORAL LEASE LIST

DAMAS, Loretta L.	04/04/2019	HAWAII	AGR	06/19/2024
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## 2. Deceased Applicants

### HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

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DELARIES, Loretta L.                      Applicant's date of death occurred on 10/04/1990, which is prior to the 10/26/1998 amendment of the HAR section 10-3-8, which allows for qualified successors to participate in the Public Notice process. Remove application dated 12/08/1979.

## 3. Awards of Leases

### OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

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AKANA, Tehani M.                              Assigned Residential Lease #5600, Lot 82 in Lualualei, Oahu dated 08/28/2024. Remove application dated 07/09/2004.

PAIKAI, Dana R.                                Assigned Residential Lease #9792, Lot 13832 in Maluohai, Oahu dated 12/09/2022. Remove application dated 06/18/2013.

RAMSEYER, Richard I.K.                      Assigned Residential Lease #8821, Lot 19 in Waimanalo, Oahu dated 01/12/2023. Remove application dated 06/20/2003.

### HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

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AKAU HEW LEN, Beatrice J.C.U.              Assigned Residential Lease #5628, Lot 31 in Lualualei, Oahu dated 02/04/2020. Remove application dated 05/16/1979.

KAEHA, Bernadine U.                         Assigned Residential Lease #9958, Lot 8 in Waianae, Oahu dated 04/12/2024. Remove application dated 11/29/1988.

KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

ESPINUEVA, Chelsea A. Assigned Residential Lease #13075, Lot 4 in Kauluokahai, Oahu dated 08/29/2024. Remove application dated 03/30/2015.

4. Native Hawaiian Qualification

NONE FOR SUBMITTAL

5. Voluntary Cancellation

NONE FOR SUBMITTAL

6. Successorship

OAHU ISLANDWIDE AGRICULTURAL LEASE LIST

STANLEY, Alallen K.F. Succeeded to Oahu Islandwide Agricultural application of Parent, Joellyn L. Stanley dated 03/31/1986. Remove application dated 04/18/2023.

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

STANLEY, Alallen K.F. Succeeded to Oahu Islandwide Residential application of Parent, Joellyn L. Stanley dated 04/24/1984. Remove application dated 04/18/2023.

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

KAAIALIII, Thomas K.S. Succeeded to Oahu Islandwide Agricultural application of Sibling, Darlene H. West dated 02/12/1988. Remove application dated 01/12/1990.

KEOPUHIWA, Puanani N.

Succeeded to Hawaii Islandwide Agricultural application of Grandparent, Violet K. Goins dated 07/19/1993. Remove application dated 07/16/2001.

YAMAMOTO, Colin K.P.

Succeeded to Hawaii Islandwide Agricultural application of Grandparent, Edith L. Kanakaole dated 04/28/1981. Remove application dated 07/15/2004.

HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

YAMAMOTO, Colin K.P.

Succeeded to Hawaii Islandwide Residential application of Grandparent, Edith L. Kanakaole dated 04/28/1981. Remove application dated 07/15/2004.

KAUAI ISLANDWIDE AGRICULTURAL LEASE LIST

THOMAS, Shelley K.K.

Succeeded to Molokai Islandwide Agricultural application of Parent, Milton J.K. Place dated 11/16/1998. Remove application dated 10/05/2005.

KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

KAAIALII, Thomas K.S.

Succeeded to Oahu Islandwide Residential application of Sibling, Darlene H. West dated 02/12/1988. Remove application dated 07/18/1980.

THOMAS, Shelley K.K.

Succeeded to Molokai Islandwide Residential application of Parent, Milton J.K. Place dated 01/23/2009. Remove application dated 10/05/2005.

7. Additional Acreage

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

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KEKUA, John C., Jr.

Transferred through  
 Successorship Agricultural  
 Lease Assignment #06268, Lot  
 #169B in Panaewa, Hawaii  
 dated 10/21/2011. Remove  
 associated application dated  
 12/29/2000.

8. HHC Adjustments

NONE FOR SUBMITTAL

Last Month's Transaction Total	40
Last Month's Cumulative FY 2023-2024 Transaction Total	468
Transfers from Island to Island	3
Deceased	1
Cancellations:	
Awards of Leases	7
NHQ	0
Voluntary Cancellations	0
Successorship	9
Additional Acreage	1
HHC Adjustments	0
This Month's Transaction Total	21
<b>This Month's Cumulative FY 2024-2025 Transaction Total</b>	<b>489</b>



**ITEM D - 3 - EXHIBIT**  
**HOMESTEAD APPLICATION TRANSFERS / CANCELLATIONS**

<b><u>APPLICANT</u></b>	<b><u>AREA</u></b>
AKANA, Tehani M.	Oahu IW Res
AKAU HEW LEN, Beatrice J.C.U.	Hawaii IW Res
DAMAS, Lorretta L.	Hawaii IW Pas to Hawaii IW Agr
DEGUZMAN, David A., Jr.	Oahu IW Agr to Hawaii IW Agr
DELARIES, Loretta L.	Hawaii IW Res
ESPINUEVA, Chelsea A.	Kauai IW Res
KAAIALII, Thomas K.S.	Hawaii IW Agr
KAAIALII, Thomas K.S.	Kauai IW Res
KAEHA, Bernadine U.	Hawaii IW Res
KEKUA, John C., Jr.	Hawaii IW Agr
KEOPUHIWA, Puanani N.	Hawaii IW Agr
MAKA, Dayna	Oahu IW Res to Maui IW Res
PAIKAI, Dana R.	Oahu IW Res
RAMSEYER, Richard I.K.	Oahu IW Res
STANLEY, Alallen K.F.	Oahu IW Agr
STANLEY, Alallen K.F.	Oahu IW Res
THOMAS, Shelley K.K.	Kauai IW Agr
THOMAS, Shelley K.K.	Kauai IW Res
YAMAMOTO, Colin K.P.	Hawaii IW Agr
YAMAMOTO, Colin K.P.	Hawaii IW Res

\* IW = Islandwide

**ITEM D - 4- EXHIBIT**  
**QUALIFIED HOMESTEAD APPLICANTS FOR APPROVAL**

<b><u>APPLICANT</u></b>	<b><u>AREA</u></b>
ADKINS, Vivian P.	Waimanalo Area / Oahu IW Res
AHUNA, Moses J.K.	Keaukaha / Waiakea Hawaii IW Res
AIWOHI, Alma K.	Maui IW Agr
AKE, Cheryl	Waimanalo Area / Oahu IW Res
AKIONA, Norman P.	Maui IW Agr
ANDERSON, Margaret	Waimanalo Area / Oahu IW Res
BOLLIG, Wilhelmina	Waimanalo Area / Oahu IW Res
BUSH, Louis K.	Maui IW Res
CHANDLER, William Jr.	Waimanalo Area / Oahu IW Res
FENUMIAI, Sasha B.K.K.K.	Oahu IW Res
FORD, Calvin L.	Waimea Area / Hawaii IW Pas
HALE, Manuel K.	Papakolea / Kewalo Area / Oahu IW Res
KANEAPUA, Joseph K.	Waimea Area / Hawaii IW Pas
LARITA, Lillian L.K.	Hawaii IW Res
MAHOE, Kaleb-Joshua H.K.H.	Hawaii IW Agr
MAHOE, Kaleb-Joshua H.K.H.	Hawaii IW Res

MAHOE, Koral-Jade W.O.H.	Hawaii IW Agr
MAHOE, Koral-Jade W.O.H.	Hawaii IW Res
MILLER, Ralph W., III	Hawaii IW Agr
MILLER, Ralph W., III	Hawaii IW Res
MARIANO, Richard	Molokai IW Agr
MARIANO, Richard	Molokai IW Res
MAXWELL, Benjamin K.	Maui IW Res
MERSBERG, Norah S.	Waimea Area / Hawaii IW Pas
NAMAKAEHA, Brennan K.L.	Kauai IW Pas
NAMAKAEHA, Brennan K.L.	Kauai IW Res
PEKELO, Hale V.L., Sr.	Waimanalo Area / Oahu IW Res
PINAO, Cushman	Waimanalo Area / Oahu IW Res
POMAIKAI, Stanley	Waianae Area / Oahu IW Res
PUAHALA, Ahonui T.S.H.	Hawaii IW Agr
PUAHALA, Ahonui T.S.H.	Hawaii IW Res
PUAHALA, Anela K.	Hawaii IW Agr
PUAHALA, Anela K.	Hawaii IW Res
PUAHALA, Koapaka K.K.	Hawaii IW Agr
PUAHALA, Koapaka K.K.	Hawaii IW Res
PUNACHELE, Maestro	Waimanalo Area / Oahu IW Res
VIEIRA, Eddie Francis	Waimea Area / Hawaii IW Pas

\* IW = Islandwide

**ITEM D - 5 - EXHIBIT**  
**COMMISSION DESIGNATION OF SUCCESSORS - PUBLIC NOTICE 2023**

**APPLICANT**

AINA, Wallace III  
GAISON, Blane K.  
KAAIALII, Thomas K.S.  
KAAIALII, Thomas K.S.  
MEDEIROS, Jessie Harmony M.  
PUOU, Eunice P.  
STANLEY, Alallen K.F.  
STANLEY, Alallen K.F.  
THOMAS, Shelley K.K.  
THOMAS, Shelley K.K.  
VIERRA-AKANA, Alisa-Celine K.  
VIERRA-AKANA, Alisa-Celine K.  
YAMAMOTO, Colin K.P.  
YAMAMOTO, Colin K.P.

**AREA**

Maui IW Agr  
Maui IW Res  
Oahu IW Agr  
Oahu IW Res  
Waianae Area / Oahu IW Res  
Hawaii IW Pas  
Oahu IW Agr  
Oahu IW Res  
Molokai IW Agr  
Molokai IW Res  
Kauai IW Agr  
Kauai IW Res  
Hawaii IW Agr  
Hawaii IW Res

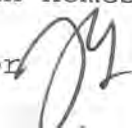
\* IW = Islandwide


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator 

FROM: Nicole F. Bell, Application Branch Supervisor   
Homestead Services Division

SUBJECT: **Approval to Certify Applications of Qualified Applicants for the month of September 2024**

RECOMMENDED MOTION/ACTION

To approve the certification of applications of qualified applicants for the month of September 2024. The Department has verified the native Hawaiian blood quantum requirement of each applicant according to section 10-3-2 of the Hawaii Administrative Rules.

DISCUSSION

At its October 2020 regular meeting, the Hawaii Homes Commission adopted the recommendation of the HHC Investigative Committee on the Native Hawaiian Qualification Process to recall to the HHC, pursuant to Hawaii Administrative Rules § 10-2-16(a), the authority to accept the Native Hawaiian Quantum (NHQ) determination for an individuals as a function requiring the exercise of judgement or discretion. The recommendation included a process to implement the Commission's review and acceptance of NHQ determinations. These applicants have been deemed by the Department to have met the native Hawaiian blood quantum requirement through the kumu 'ohana process.

PAPAKOLEA / KEWALO AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

HALE, Manuel K. 08/13/1953

WAIMANALO AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

PUNAHELE, Maestro 03/23/1964

BOLLIG, Wilhelmina	04/07/1971
ADKINS, Vivian P.	05/14/1971
PEKELO, Hale V.L., Sr.	11/02/1971
AKE, Cheryl	12/27/1971
CHANDLER, William Jr.	06/05/1972
PINAO, Cushman	06/19/1973
ANDERSON, Margaret	01/23/1974

WAIANA E AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

POMAIKAI, Stanley	11/22/1976
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OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

FENUMIAI, Sasha B.K.K.K.	08/09/2024
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MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

AIWOHI, Alma K.	07/11/2024
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AKIONA, Norman P.	07/15/2024
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MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

MAXWELL, Benjamin K.	07/17/2024
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BUSH, Louis K.	07/22/2024
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KEAUKAHA / WAIAKEA AREA / HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

AHUNA, Moses J.K.	10/12/1963
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WAIMEA AREA / HAWAII ISLANDWIDE PASTORAL LEASE LIST

FORD, Calvin L.	06/11/1952
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KANEAPUA, Joseph K.	06/11/1952
MERSBERG, Norah S.	06/11/1952
VIEIRA, Eddie Francis	06/11/1952

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

PUAHALA, Ahonui T.S.H.	06/19/2024
PUAHALA, Anela K.	06/19/2024
PUAHALA, Koapaka K.K.	06/19/2024
MAHOE, Kaleb-Joshua H.K.H.	06/26/2024
MAHOE, Koral-Jade W.O.H.	06/26/2024
MILLER, Ralph W., III	07/15/2024

HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

LARITA, Lillian L.K.	12/04/1978
PUAHALA, Ahonui T.S.H.	06/19/2024
PUAHALA, Anela K.	06/19/2024
PUAHALA, Koapaka K.K.	06/19/2024
MAHOE, Kaleb-Joshua H.K.H.	06/26/2024
MAHOE, Koral-Jade W.O.H.	06/26/2024
MILLER, Ralph W., III	07/15/2024

KAUAI ISLANDWIDE PASTORAL LEASE LIST

NAMAKAEHA, Brennan K.L.	06/26/2024
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KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

NAMAKAEHA, Brennan K.L.	06/26/2024
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MOLOKAI ISLANDWIDE AGRICULTURAL LEASE LIST

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MARIANO, Richard

06/10/2013

MOLOKAI ISLANDWIDE RESIDENTIAL LEASE LIST

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MARIANO, Richard

06/10/2013


Previous Cumulative Total for Current FY	176
Current Month's Total	37
<b>Fiscal Year Total: July 2024-June 2025</b>	<b>213</b>


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator 

FROM: Nicole F. Bell, Application Branch Supervisor   
Homestead Services Division

SUBJECT: **Commission Designation of Successors to Application Rights - Public Notice November 2023**

RECOMMENDED MOTION/ACTION

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

2. To approve the certification of applications to successorship rights of qualified successors. The Department has verified the native Hawaiian blood quantum requirement of each prospective successor according to section 10-3-2 of the Hawaii Administrative Rules.

DISCUSSION

The following qualified applicants passed away on or after October 26, 1998, without naming qualified successors. 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. Requests to succeed to the decedents' application rights were submitted within the required 180 days following the last date of publication. Prospective successors were the sole respondents and are deemed by the Department to have met the requirements of successorship according to section 10-3-8(b) of the *Hawaii Administrative Rules*. HSD recommends approval of the following designees:

1.Deceased Applicant: Theresa L. Medeiros  
Date of death: July 9, 2006  
Successor to app rights: Jessie Harmony M. Medeiros  
Relationship to decedent: Child  
Island: Waianae Area / Oahu  
Type: Islandwide Residential  
Date of Application: September 13, 1976  
Date of Public Notice: November 2023

2a. Deceased Applicant: Joellyn L. Stanley  
Date of death: September 25, 2022  
Successor to app rights: Alallen K.F. Stanley  
Relationship to decedent: Child  
Island: Oahu  
Type: Islandwide Agricultural  
Date of Application: March 31, 1986  
Date of Public Notice: November 2023

2b. Island: Oahu  
Type: Islandwide Residential  
Date of Application: April 24, 1984

3a. Deceased Applicant: Darlene H. West  
Date of death: June 26, 2022  
Successor to app rights: Thomas K.S. Kaaialii  
Relationship to decedent: Sibling  
Island: Oahu  
Type: Islandwide Agricultural  
Date of Application: February 12, 1988  
Date of Public Notice: November 2023

3b. Island: Oahu  
Type: Islandwide Residential  
Date of Application: February 12, 1988

4.Deceased Applicant: George W. Gaison  
Date of death: January 10, 2006  
Successor to app rights: Blane K. Gaison  
Relationship to decedent: Child  
Island: Maui  
Type: Islandwide Residential  
Date of Application: October 21, 1987  
Date of Public Notice: November 2023



5. Deceased Applicant: Quirin B.K. Salvador  
Date of death: September 17, 2022  
Successor to app rights: Wallace Aina III  
Relationship to decedent: Nephew  
Island: Maui  
Type: Islandwide Agricultural  
Date of Application: November 26, 2007  
Date of Public Notice: November 2023

6a. Deceased Applicant: Edith L. Kanakaole  
Date of death: November 27, 2022  
Successor to app rights: Colin K.P. Yamamoto  
Relationship to decedent: Grandchild  
Island: Hawaii  
Type: Islandwide Agricultural  
Date of Application: April 28, 1981  
Date of Public Notice: November 2023

6b. Island: Hawaii  
Type: Islandwide Residential  
Date of Application: April 28, 1981

7. Deceased Applicant: Eunice P. Puou  
Date of death: February 9, 2017  
Successor to app rights: Lesley K. Puou  
Relationship to decedent: Child  
Island: Hawaii  
Type: Islandwide Pastoral  
Date of Application: December 10, 1987  
Date of Public Notice: November 2023

8a. Deceased Applicant: Stephen H. Akana  
Date of death: July 3, 2022  
Successor to app rights: Alisa-Celine K. Vierra-Akana  
Relationship to decedent: Child  
Island: Kauai  
Type: Islandwide Agricultural  
Date of Application: November 15, 1990  
Date of Public Notice: November 2023

8b. Island: Kauai  
Type: Islandwide Residential  
Date of Application: November 15, 1990

9a. Deceased Applicant: Milton J.K. Place  
 Date of death: July 30, 2018  
 Successor to app rights: Shelley K.K. Thomas  
 Relationship to decedent: Child  
 Island: Molokai  
 Type: Islandwide Agricultural  
 Date of Application: November 16, 1998  
 Date of Public Notice: November 2023

9b. Island: Molokai  
 Type: Islandwide Residential  
 Date of Application: January 23, 2009

Previous Cumulative Total for Current FY	32
Current Month's Total	14
<b>Fiscal Year Total: July 2024-June 2025</b>	<b>46</b>

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator  
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor  
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

1. 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.

2. To approve and accept that the transferees are of no less than the required 25% or 50% Hawaiian ancestry as appropriate pursuant to Section 208, Hawaiian Homes Commission Act, 1920, as amended.

DISCUSSION

Thirteen (13) assignments of lease.

1. Lessee Name: Gail N. Camacho  
Agr. Lease No. 136, Lot No. 19  
Lease Date: 12/1/1924  
Area: Hoolehua, Molokai  
Property Sold & Amount: No, N/A  
Improvements: 2 bedroom, 1 bath dwelling

Transferee Name: Edward K. Naki, Jr.  
Relationship: Nephew  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Giving lease to relative."

2. Lessee Name: Paul Christian  
Res. Lease No. 2119-Z, Lot No. 128  
Lease Date: 6/29/1949  
Area: Kewalo, Oahu  
Property Sold & Amount: Yes, \$490,000.00  
Improvements: 3 bedroom, 1-1/2 bath dwelling

Transferee Name: Kainalu J. Maikui Ah Mook Sang  
Relationship: None  
Loan Assumption: No  
Applicant: Yes, Oahu IW Res., 1/7/2015

Reason for Transfer: "Medical reasons." Special Condition:  
Transferee to obtain funds to pay purchase price.

3. Lessee Name: Gertrude B. Haia  
Agr. Lease No. 12993, Lot No. 117  
Lease Date: To be determined  
Area: Makuu, Hawaii  
Property Sold & Amount: Yes, \$326,980.00  
Improvements: 3 bedroom, 2-1/2 bath dwelling

Transferee Name: Robert R. K. Perreira  
Relationship: Son  
Loan Assumption: No  
Applicant: No

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

4. Lessee Name: Glenn T. Hottman  
Res. Lease No. 12293, Lot No. 9  
Lease Date: 7/30/2010  
Area: Hikina, Maui,  
Property Sold & Amount: Yes, \$680,000.00  
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Allen N. Purdy  
Relationship: None  
Loan Assumption: No  
Applicant: No

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

5. Lessee Name: Dawn H. Kahaleuahi  
Res. Lease No. 1738, Lot No. 19  
Lease Date: 7/29/1946  
Area: Nanakuli, Oahu  
Property Sold & Amount: No, N/A  
Improvements: 3 bedroom, 1-1/2 bath dwelling

Transferee Name: Richard L. Kahaleuahi, Jr.  
Relationship: Brother  
Loan Assumption: No  
Applicant: Yes, Oahu IW Res., 02/23/2011

Reason for Transfer: "Giving lease to relative."

6. Lessee Name: Corina L. Kaleiohi  
Res. Lease No. 4314, Lot No. 67  
Lease Date: 6/29/1977  
Area: Anahola, Kauai  
Property Sold & Amount: Yes, \$190,000.00  
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Benjamin W. O. Kuhaulua, III  
Relationship: None  
Loan Assumption: No  
Applicant: No

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

7. Lessee Name: Benjamin W. O. Kuhaulua, III  
Res. Lease No. 4314, Lot No. 67  
Lease Date: 6/29/1977  
Area: Anahola, Kauai  
Property Sold & Amount: Yes, \$190,000.00  
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: TracyLynne H. O. Boteilho  
Relationship: Daughter  
Loan Assumption: No  
Applicant: No

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

8. Lessee Name: Robin P. Ngalu, Jr.  
Res. Lease No. 2740, Lot No. 41  
Lease Date: 12/18/1952  
Area: Kapaakea, Molokai  
Property Sold & Amount: No, N/A  
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Vaita A. Tupola  
Relationship: Sister  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Giving lease to relative."

9. Lessee Name: Jill P. Rodrigues  
Res. Lease No. 8402, Lot No. 111  
Lease Date: 10/1/1995  
Area: PKE, Oahu  
Property Sold & Amount: Yes, \$525,000.00  
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Leslie C. Gohier  
Relationship: None  
Loan Assumption: No  
Applicant: Yes, Oahu IW Res., 12/19/1988

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

10. Lessee Name: Linda P. York  
Res. Lease No. 7584, Lot No. 188  
Lease Date: 2/7/2002  
Area: Waiohuli, Maui  
Property Sold & Amount: Yes, \$500,000.00  
Improvements: 1 bedroom, 1 bath dwelling

Transferee Name: Beverly H. N. Masuda  
Relationship: None  
Loan Assumption: No  
Applicant: Yes, Maui IW Res., 10/16/2023

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

11. Lessee Name: Allen N. Purdy  
Res. Lease No. 10546, Lot No. UNDV249  
Lease Date: 6/18/2005  
Area: Waiohuli, Maui  
Property Sold & Amount: No, N/A  
Improvements: None

Transferee Name: Creighton T. H. Purdy  
Relationship: Son  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Giving lease to relative."

12. Lessee Name: Kaeo K. Rowland  
Res. Lease No. 12521, Lot No. UNDV202  
Lease Date: 12/6/2008  
Area: Kapolei, Oahu  
Property Sold & Amount: No, N/A  
Improvements: None

Transferee Name: Kaleo K. K. S. Quartero  
Relationship: Brother  
Loan Assumption: No  
Applicant: Yes, Oahu IW Res., 8/19/2020

Reason for Transfer: "Giving lease to relative"

13. Lessee Name: Joseph-Donald K. Lovell  
Res. Lease No. 11588, Lot No. 18700-A  
Lease Date: To be determined  
Area: Kanehili, Oahu  
Property Sold & Amount: No, N/A  
Improvements: None

Transferee Name: Joerdan M. Lovell  
Relationship: Daughter  
Loan Assumption: No  
Applicant: Yes, Oahu IW Res., 5/3/2024

Reason for Transfer: "Giving lease to relative"

Assignments for the Month of October `24	13
Previous FY '24 - '25 balance	<u>48</u>
FY '24 - '25 total to date	61
Assignments for FY '23 - '24	107





STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor   
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

To approve the amendment of the leasehold interest listed below.

DISCUSSION

Fourteen (14) amendments of lease.

1. Lessee: Howard M. Ahina, Jr.  
Res. Lease No.: 4849  
Lot No., Area, Island: 88-E, Hoolehua, Molokai  
Amendment: To amend the property description and lot number, due to final subdivison approval.  
(Successorship)
  
2. Lessee: Beverly K. Amaral  
Res. Lease No.: 12866  
Lot No., Area, Island: 149, Kauluokahai, Oahu  
Amendment: To amend the lease tenancy from tenants by the entirety to tenant in severalty due to the death of the entirety, and to update the property description.  
(Successorship)

3. Lessee: Charles K. Auwae  
 Res. Lease No.: 1228  
 Lot No., Area, Island: 47, Keaukaha, Hawaii  
 Amendment: To extend the lease term to an aggregate term of 199 years, and to incorporate the currently used terms, conditions, and covenants to the lease. (Amendment to extend the term)
4. Lessee: Ruby L. Chai  
 Res. Lease No.: 3707  
 Lot No., Area, Island: 12-B, Nanakuli, Oahu  
 Amendment: To amend the lease title and lessor name, and to update the property description. (Successorship)
5. Lessee: Paul Christian  
 Res. Lease No.: 2119-Z  
 Lot No., Area, Island: 128, Kewalo, Oahu  
 Amendment: To amend the lease to update the property description, to extend the lease term to an aggregate term of 199 years, and to incorporate the currently used terms, conditions, and covenants to the lease. (Transfer)
6. Lessee: Rowin A. H. Chun  
 Res. Lease No.: 10331  
 Lot No., Area, Island: UNDV034, Waiohuli, Maui  
 Amendment: To amend the lease tenancy from joint tenants to tenant in severalty due to the death of a joint tenant. (Successorship)

7. Lessee: Davelyn C. Clark  
 Res. Lease No.: 7649  
 Lot No., Area, Island: 318, Waiohuli, Maui  
 Amendment: To amend the lease tenancy from tenants by the entirety to tenant in severalty due to the death of the entirety. (Successorship)
8. Lessee: Ruby P. Cummings  
 Res. Lease No.: 3865  
 Lot No., Area, Island: 15, Anahola, Kauai  
 Amendment: To amend the lease title and lessor's name, to incorporate the currently used terms, conditions, and covenants to the lease, and to extend the lease term to an aggregate term of 199 years. (Successorship)
9. Lessee: Kealoha K-Aloha  
 Res. Lease No.: 1245  
 Lot No., Area, Island: 198, Keaukaha, Hawaii  
 Amendment: To amend the lease to extend the lease term to an aggregate term of 199 years. (Amendment to extend the term)
10. Lessee: Esther E. Keohuloa  
 Agr. Lease No.: 3035  
 Lot No., Area, Island: 120-D, Hoolehua, Molokai  
 Amendment: To amend the lease to update the property description, to extend the lease term to an aggregate term of 199 years, and to incorporate the currently used terms, conditions, and covenants to the lease. (Successorship)

11. Lessee: Lucretia L. Lindsey  
Pas. Lease No.: 2686-A  
Lot No., Area, Island: 2, Nienie, Hawaii  
Amendment: To amend the lease title and lessor's name, to update the property description, to incorporate the currently used terms, conditions, and covenants to the lease, and to extend the lease term to an aggregate term of 199 years. (Transfer of a portion)
12. Lessee: Joseph-Donald K. Lovell  
Res. Lease No.: 11588  
Lot No., Area, Island: UNDV045, Kanehili, Oahu  
Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval. (UI Conversion)
13. Lessee: Robin P. Ngalu Jr.  
Res. Lease No.: 2740  
Lot No., Area, Island: 41, Kapaakea, Molokai  
Amendment: To amend the lease to extend the lease term to an aggregate term of 199 years. (Transfer)
14. Lessee: Maile-Ann Zsupnik  
Res. Lease No.: 2666  
Lot No., Area, Island: 85, Kuhio Village, Hawaii  
Amendment: To amend the lease to incorporate the currently used terms, conditions, and covenants to the lease. (Transfer)


Amendments for the Month of October '24	14
Previous FY '24 - '25 balance	<u>45</u>
FY '24 - '25 total to date	59
Amendments for FY '23 - '24	66


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor   
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

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

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

DISCUSSION

Eleven (11) non-exclusive licenses.

1. Lessee: Shannell L. Agabin  
Res. Lease No.: 9682  
Lot No., Area, Island: 93, Waianae, Oahu  
Permittee: Sunrun Installation Services
  
2. Lessee: Beverly K. Amaral  
Res. Lease No.: 12866  
Lot No., Area, Island: 149, Kauluokahai, Oahu  
Permittee: Holu Hou Energy, LLC

3. Lessee: Connie L. K. Castaneda  
Res. Lease No.: 11326  
Lot No., Area, Island: 32, Kekaha, Kauai  
Permittee: Sunrun Installation Services
  
4. Lessee: Mahealani J. Fernandez  
Res. Lease No.: 9414  
Lot No., Area, Island: 101, Kaniohale, Hawaii  
Permittee: Sunrun Installation Services
  
5. Lessee: Mandee P. Kahalehoe  
Res. Lease No.: 12210  
Lot No., Area, Island: 62, Waiehu 4, Maui  
Permittee: Sunrun Installation Services
  
6. Lessee: Russell K. Keao  
Res. Lease No.: 7770  
Lot No., Area, Island: D, Waimanalo, Oahu  
Permittee: Holu Hou Energy, LLC
  
7. Lessee: Lindo K. T. Matsu, III  
Res. Lease No.: 9841  
Lot No., Area, Island: 188, Kawaihae, Hawaii  
Permittee: Sunrun Installation Services
  
8. Lessee: Moses M. K. Pakaki  
Res. Lease No.: 5351  
Lot No., Area, Island: 100, Waianae, Oahu  
Permittee: Sunrun Installation Services
  
9. Lessee: Samuel P. Spencer  
Res. Lease No.: 8597  
Lot No., Area, Island: 22, Nanakuli, Oahu  
Permittee: Sunrun Installation Services
  
10. Lessee: Rudy L. Tripp, Jr  
Res. Lease No.: 8657  
Lot No., Area, Island: 11, Nanakuli, Oahu  
Permittee: Sunrun Installation Services

11. Lessee: Daniel C. Yuen  
Res. Lease No.: 12189  
Lot No., Area, Island: 89, Waiehu 4, Maui  
Permittee: Sunrun Installation Services


Non-Exclusive License for the Month of October '24	11
Previous FY '24 - '25 balance	<u>53</u>
FY '24 - '25 total to date	64
Non-Exclusive License for FY '23 - '24	279


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission  
Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator   
Homestead Services Division

FROM: James W. Du Pont, West Hawaii District Supervisor   
Homestead Services Division

SUBJECT: Request for Extension of Deadline to Sign  
Successorship Documents - **SHELBY E.E.O. HOOKAHI**,  
Residential Lot Lease No. 7248, Lot No. 49,  
Kawaihae, Hawaii

RECOMMENDED MOTION/ACTION

To approve the extension of the Deadline, for Andrew A.M. Bento, Jr. ("Andrew") to sign the Transfer Through Successorship lease documents to succeed to the interest of the above lease of Shelby E.E.O. Hookahi, from March 31, 2024 to December 31, 2024.

DISCUSSION

The Commission approved the Designation of Successor from Shelby E.E.O. Hookahi to Andrew on December 18, 2023 (See Exhibit A).

The deadline to sign said documents expired on March 31, 2024.

Andrew failed to sign the aforementioned documents on or before the deadline of March 31, 2024. The Department is requesting an extension of the deadline to December 31, 2024.

The department notified Andrew via voicemail on January 2, 2024, about conditions attached to his acceptance of the lease successorship. One of the conditions was addressing the real property tax delinquency in the amount of \$3,725.71. Unfortunately, there was no response from him at that time.

ITEM NO. D-9



Unbeknownst to the department, Andrew contacted the Real Property Tax Office at the same time. He inquired about his options regarding the delinquency.

The Tax Office emailed the Department on January 8, 2024, about their conversation with Andrew. There were discussions about a proposed repayment plan where Andrew agreed to make \$100/month payments toward the delinquency.


On February 26, 2024, the Department provided information to the Tax Office regarding the previous lessee. They agreed to adjust the taxes to \$1,004.30.

On June 28, 2024, the repayment plan between the County and Andrew was finalized. The first payment of \$100 was made on June 27, 2024. According to the Tax Office the current balance on taxes are \$835.97 projected as of October 31, 2024.

The Department requests approval of its recommendation.

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

January 16, 2024

TO: Chairman and Members, Hawaiian Homes Commission  
THRU: Juan Garcia, Administrator   
Homestead Services Division  
FROM: James W. DuPont, WHDO District Supervisor  
Homestead Services Division  
SUBJECT: **Commission Designation of Successor – SHELBY E.E.O. HOOKAHI,  
Residential Lease No. 7248, Lot No. 49, Kawaihae, Hawaii**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Andrew A.M. Bento, Jr (Andrew), as successor, to Residential Lease No. 7248, Lot No. 49, Kawaihae, Hawaii (Lease), for the remaining term of the Lease.
2. To approve and accept that Andrew, is no less than the required 25% Hawaiian ancestry and therefore is a qualified successor pursuant to Section 209 of the Hawaiian Homes Commission Act of 1920, as amended.
3. To stipulate that Andrew's right and interest in the Lease does not vest until Andrew has signed that: (i) Transfer Through Successorship of Lease, (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Andrew does not sign all such documents on or before **March 31, 2024** (the Deadline) that the Commission's selection of Andrew as a successor is automatically revoked;
4. To authorize the Department to extend the Deadline up to 60 days for good cause;
5. To declare that if Andrew's selection as a successor is revoked; then under Section 209 (a) of the Hawaiian Homes Commission Act, as amended, "the lease shall resume its status as unleased Hawaiian Home Lands the department is authorized to lease the land to a native Hawaiian as provided by the Act.

ITEM NO. D-12  
ITEM NO. D-9  
EXHIBIT A

DISCUSSION

Shelby E.E. O. Ho'okahi (Decedent) was awarded the Lease by way of a Transfer Through Successorship and Amendment to Lease commencing on September 1, 2017.

On November 19, 2019, the Decedent passed away without designating a successor to her leasehold interest.

In compliance with the Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, Hawaii Tribune Herald, West Hawaii Today, Maui New, and The Garden Island newspapers on December 2, 9, 16, 23, 2020 to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claim to the Lease.

The Department received a successorship claim from the Decedent's brother, Andrew A.M. Bento, Jr., dated March 6, 2021 and officially received on March 30, 2021. Andrew has been determined to be at least of 25% Hawaiian ancestry and eligible for successorship to the Lease.

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

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the 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.

There are no improvements on the residential homestead lot and there is no outstanding loan attached to lease.

The Lease rent is current. The real property taxes are delinquent in the amount of \$1,102.20. Andrew has begun discussions with the Department of Finance to negotiate a repayment plan. He has agreed to pay a minimum of \$100 per month until the delinquency is repaid in full.


The Department requests approval of its recommendation.


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission  
Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator   
Homestead Services Division

FROM: James W. Du Pont, West Hawaii District Supervisor   
Homestead Services Division

SUBJECT: Request for Extension of Deadline to Sign  
Successorship Documents - **REBECCA TOMAS**, Residential  
Lot Lease No. 3747, Lot No. 82, Kuhio Village,  
Hawaii

RECOMMENDED MOTION/ACTION

To approve the extension of the Deadline, for Ryan N. Tomas ("Ryan") to sign the Transfer Through Successorship lease documents to succeed to the interest of the above lease of Rebecca Tomas, from August 31, 2024 to December 31, 2024.

DISCUSSION

The Commission approved the Designation of Successor from Rebecca Tomas to Ryan on June 17, 2024 (See Exhibit A).

The deadline to sign said documents expired on August 31, 2024.



Ryan failed to sign the aforementioned documents on or before the deadline of August 31, 2024. The Department is requesting an extension of the deadline to December 31, 2024.

The Department requests approval of its recommendation.

ITEM NO. D-10

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 17, 2024

TO: Chairman and Members, Hawaiian Homes Commission  
THROUGH: Juan Garcia, HSD Administrator   
Homestead Services Division  
FROM: James W. Du Pont, West Hawaii District Supervisor   
Homestead Services Division  
SUBJECT: **Commission Designation of Successor - REBECCA TOMAS  
Residential Lot Lease No. 3747, Lot No. 82  
Kuhio Village, Hawaii**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Ryan N. Tomas (Ryan) as successor to Residential Lease No. 3747, Lot No. 82, situated in Kuhio Village, Hawaii (Lease), for the remaining term of the Lease; and
2. To approve and accept that Ryan is no less than the required 25% Hawaiian ancestry and is therefore a qualified successor pursuant to Section 209 of the Hawaiian Homes Commission Act, 1920, as amended;
3. To stipulate that Ryan's successorship rights and interest in the Lease do not vest until Ryan has signed that: (i) Transfer Through Successorship of Lease; (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Ryan does not sign all such documents on or before **August 31, 2024** (the Deadline) that the Commission's selection of Ryan as successor is automatically revoked;
4. To authorize the Department to extend the Deadline up to 60 days for good cause; and
5. To declare that if Ryan's selection as the successor is revoked, the Commission will consider other successorship claims to the leasehold interest received prior to

ITEM NO. D-13  
ITEM NO. D-10  
EXHIBIT A

the public notice closing date of April 7, 2023; and if there are no eligible successors from these respondents, then under Section 209(a) of the Hawaiian Homes Commission Act, 1920, as amended, "...the land subject to the lease shall resume its status as unleased Hawaiian home lands and the department is authorized to lease the land to a native Hawaiian as provided by the Act;" and

6. To amend the lease title and Lessors' name, to update the property description to incorporate the currently used terms, covenants, and conditions of the lease.

#### DISCUSSION

Rebecca Tomas (Decedent) received the Lease commencing on May 31, 1969.

On September 7, 2020, the Decedent passed away naming her son, Schanen I. Tomas, as her primary successor. Unfortunately, Schanen passed away on May 17, 2022, leaving no named successor to the Lease.

Pursuant to Administrative Rule 10-3-63, the Department published legal notices in the Honolulu Star Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News, and The Garden Island newspapers on December 7, 14, 21, and 28, 2022, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claims to the Lease.

On January 10, 2023, the Department received a successorship claim from the Decedent's grandson, Ryan, who has been determined to be of at least 25% Hawaiian ancestry and is thus eligible for successorship to the lease.

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

1. Husband or wife; or

2. If there is no husband or wife, then the children;  
or
3. If there is no husband, wife, or child, then the  
grandchildren; or
4. If there is no husband, wife, child, or grandchild,  
then the brothers or sisters; or
5. If there is no husband, wife, child, or 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.

Improvements to the homestead lot consist of a 5-bedroom, 1-bath, single family dwelling, which was constructed in 1962.

There is no mortgage on the home. The lease rent and real property tax is current.

The Department requests approval of its recommendation.





STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission  
Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator   
Homestead Services Division

FROM: James W. Du Pont, West Hawaii District Supervisor   
Homestead Services Division

SUBJECT: Request for Extension of Deadline to Sign  
Successorship Documents - **MARVIN K. MEDEIROS**,  
Agricultural Lot Lease No. 4978, Lot No. 17, Waimea,  
Hawaii

RECOMMENDED MOTION/ACTION

To approve the extension of the Deadline, for Clarice K. Medeiros ("Clarice") to sign the Transfer Through Successorship lease documents to succeed to the interest of the above lease of Marvin K. Medeiros, from August 31, 2024 to December 31, 2024.

DISCUSSION

The Commission approved the Designation of Successor from Marvin K. Medeiros to Clarice on June 17, 2024 (See Exhibit A).

The deadline to sign said documents expired on August 31, 2024.



Clarice failed to sign the aforementioned documents on or before the deadline of August 31, 2024. The Department is requesting an extension of the deadline to December 31, 2024.

The Department requests approval of its recommendation.

ITEM NO. D-11

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 17, 2024

TO: Chairman and Members, Hawaiian Homes Commission  
THROUGH: Juan Garcia, HSD Administrator   
Homestead Services Division  
FROM: James W. Du Pont, West Hawaii District Supervisor   
Homestead Services Division  
SUBJECT: **Commission Designation of Successor - MARVIN K.  
MEDEIROS, Agricultural Lot Lease No. 4978, Lot No. 17  
Waimea, Hawaii**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Clarice K. Medeiros (Clarice) as successor to Agricultural Lease No. 4978, Lot No. 17, situated in Waimea, Hawaii (Lease), for the remaining term of the Lease; and
2. To approve and accept that Clarice is no less than the required 25% Hawaiian ancestry and is therefore a qualified successor pursuant to Section 209 of the Hawaiian Homes Commission Act, 1920, as amended;
3. To stipulate that Clarice's successorship rights and interest in the Lease do not vest until Clarice has signed that: (i) Transfer Through Successorship of Lease; (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Clarice does not sign all such documents on or before **August 31, 2024** (the Deadline) that the Commission's selection of Clarice as successor is automatically revoked;
4. To authorize the Department to extend the Deadline up to 60 days for good cause; and
5. To declare that if Clarice's selection as the successor is revoked, the Commission will consider other successorship claims to the leasehold interest received prior to

ITEM NO. D-14  
ITEM NO. D-11  
EXHIBIT A

the public notice closing date of April 7, 2022; and if there are no eligible successors from these respondents, then under Section 209(a) of the Hawaiian Homes Commission Act, 1920, as amended, "...the land subject to the lease shall resume its status as unleased Hawaiian home lands and the department is authorized to lease the land to a native Hawaiian as provided by the Act;" and

6. To amend the lease title and Lessors' name, to update the property description to incorporate the currently used terms, covenants, and conditions of the lease.

#### DISCUSSION

Marvin K. Medeiros (Decedent) received the Lease commencing on December 14, 1979.

On December 13, 2019, the Decedent passed leaving no named successor to the Lease.

Pursuant to Administrative Rule 10-3-63, the Department published legal notices in the Honolulu Star Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News, and The Garden Island newspapers on December 7, 14, 21, and 28, 2021, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claims to the Lease.

On January 14, 2022, the Department received a successorship claim from the Decedent's sister, Clarice, who has been determined to be of at least 25% Hawaiian ancestry and is thus eligible for successorship to the lease.

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

1. Husband or wife; or
2. If there is no husband or wife, then the children;  
or

3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the brothers or sisters; or
5. If there is no husband, wife, child, or 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.

There are no improvements on the lot.

The lease rent and real property tax is current.


The Department requests approval of its recommendation.

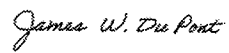
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

THROUGH: James Du Pont, Homestead District Supervisor II   
Homestead Services Division

FROM: Bryan Jeremiah, EHDO District Supervisor Bryan Jeremiah  
Homestead Services Division Bryan Jeremiah (Oct 9, 2024 12:47 HST)

SUBJECT: **Commission Designation of Successor - Eno Gerard,  
Residential Lease No. 8100, Lot No. 70, Waiakea, Hawaii**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Kekela Gerard Dowsett (Kekela) as successor to Residential Lease No. 8100, Lot No. 70, Waiakea, Hawaii (Lease) for the remaining term of the Lease;
2. To approve and accept that Kekela is of no less than the required 25% Hawaiian ancestry and is therefore a qualified successor pursuant to Section 209 of the Hawaiian Homes Commission Act, 1920, as amended;
3. To stipulate that Kekela's successorship right and interest in the Lease do not vest until Kekela has signed that: (i) Transfer Through Successorship of Lease; (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Kekela does not sign all such documents on or before **December 31, 2024** (the Deadline), that the Commission's selection of Kekela as a successor is automatically revoked;
4. To authorize the Department to extend the Deadline up to 60 days for good cause; and
5. To declare that if Kekela's selection as a successor is revoked; then under Section 209 (a) of the Hawaiian Homes Commission Act, 1920, as amended, "...the land subject to the lease shall resume its status as unleased Hawaiian Home Lands and the department is authorized to lease the land to a native Hawaiian as provided by the Act."

## DISCUSSION

Eno Gerard (Decedent) received the Lease by way of an Assignment of Lease and Consent on September 13, 2005.

On February 23, 1999, the Decedent named her son Gerard Kekoaokaaina Cole as successor to the lease. Gerard was deemed ineligible for successorship to the lease as he did not meet the minimum 25% blood quantum.

On December 7, 2016, the Decedent passed away.

On February 6, 2017, the Department received the decedent's death certificate.

In compliance with Administrative Rule 10-3-63, the Department published legal notices in the Honolulu Star-Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News and The Garden Island newspapers on June 8, 15, 22 and 29, 2022, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claims to the Lease.

The Department received a successorship claim from the Decedent's grandson, Kekela Gerard Dowsett (Kekela), who has been determined to be of at least 25% Hawaiian ancestry and eligible for successorship to the Lease.

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

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the 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.

Improvements to the homestead lot consist of a 3-bedroom and 1-bath, single-family dwelling, which was constructed in 1969. The Decedent's son Gerard Cole currently resides in the home. Kekela is aware of the occupancy requirement upon his designation.

There is an outstanding mortgage with the Department dated September 13, 2005 with an original loan amount of \$43,738.37. Kekela is aware of the outstanding loan and has agreed to accept the obligation should he be designated as successor.

The lease rent account is delinquent in the amount of \$1.00. The real property tax is paid current.


The Department requests approval of its recommendation.

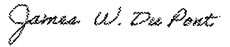
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

THROUGH: James Du Pont, Homestead District Supervisor II   
Homestead Services Division

FROM: Bryan Jeremiah, EHDO District Supervisor Bryan Jeremiah  
Homestead Services Division Bryan Jeremiah (Oct 9, 2024 12:47 HST)

SUBJECT: **Commission Designation of Successor - Eno Gerard,  
Agricultural Lease No. 6417, Lot No. U1-16, Makuu,  
Hawaii**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Kekela Gerard Dowsett (Kekela) as successor to Agricultural Lease No. 6417, Lot No. U1-16, Makuu, Hawaii (Lease) for the remaining term of the Lease;

2. To approve and accept that Kekela is of no less than the required 25% Hawaiian ancestry and is therefore a qualified successor pursuant to Section 209 of the Hawaiian Homes Commission Act, 1920, as amended;

3. To stipulate that Kekela's successorship right and interest in the Lease do not vest until Kekela has signed that: (i) Transfer Through Successorship of Lease; (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Kekela does not sign all such documents on or before **December 31, 2024** (the Deadline), that the Commission's selection of Kekela as a successor is automatically revoked;

4. To authorize the Department to extend the Deadline up to 60 days for good cause; and

5. To declare that if Kekela's selection as a successor is revoked; then under Section 209 (a) of the Hawaiian Homes Commission Act, 1920, as amended, "...the land subject to the lease shall resume its status as unleased Hawaiian Home Lands and the department is authorized to lease the land to a



native Hawaiian as provided by the Act.”

DISCUSSION

Eno Gerard (Decedent) received the Lease by way of an Assignment of Lease and Consent on March 1, 1987.

On April 14, 2003, the Decedent named her daughter Kaulana Kelii Fraser as successor to the lease. Kaulana was deemed ineligible for successorship to the lease as she did not meet the minimum 25% blood quantum.

On December 7, 2016, the Decedent passed away.

On February 6, 2017, the Department received the decedent's death certificate.

In compliance with Administrative Rule 10-3-63, the Department published legal notices in the Honolulu Star-Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News and The Garden Island newspapers on June 8, 15, 22 and 29, 2022, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claims to the Lease.

The Department received a successorship claim from the Decedent's grandson, Kekela Gerard Dowsett (Kekela), who has been determined to be of at least 25% Hawaiian ancestry and eligible for successorship to the Lease.

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

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the 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.

There are no improvements to the parcel.

There are no outstanding loans, and the lease rent account is delinquent in the amount of \$1.00. The real property tax is paid current.


The Department requests approval of its recommendation.

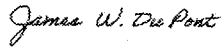
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21, 2024

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

THROUGH: James Du Pont, Homestead District Supervisor II   
Homestead Services Division

FROM: Bryan Jeremiah, EHDO District Supervisor Bryan Jeremiah  
Homestead Services Division Bryan Jeremiah (Oct 9, 2024 12:47 HST)

SUBJECT: **Commission Designation of Successor - Marie Kelson,  
Residential Lease No. 3304, Lot No. 57, Waiakea, Hawaii**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Albert Joseph Kelson (Albert) as successor to Residential Lease No. 3304, Lot No. 57, Waiakea, Hawaii (Lease) for the remaining term of the Lease;

2. To approve and accept that Albert is of no less than the required 25% Hawaiian ancestry and is therefore a qualified successor pursuant to Section 209 of the Hawaiian Homes Commission Act, 1920, as amended;

3. To stipulate that Albert's successorship right and interest in the Lease do not vest until Albert has signed that: (i) Transfer Through Successorship of Lease; (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Albert does not sign all such documents on or before **December 31, 2024** (the Deadline), that the Commission's selection of Albert as a successor is automatically revoked;

4. To authorize the Department to extend the Deadline up to 60 days for good cause; and

5. To declare that if Albert's selection as a successor is revoked; then under Section 209 (a) of the Hawaiian Homes Commission Act, 1920, as amended, "...the land subject to the lease shall resume its status as unleased Hawaiian Home Lands and the department is authorized to lease the land to a native Hawaiian as provided by the Act."

## DISCUSSION

Marie Kelson (Decedent) received the Lease by way of an Assignment of Lease and Consent on January 23, 1968.

On June 15, 2023, the Decedent passed away without naming a successor to her lease.

On August 3, 2023, the Department received the decedent's death certificate.

In compliance with Administrative Rule 10-3-63, the Department published legal notices in the Honolulu Star-Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News and The Garden Island newspapers on December 7, 14, 21 and 28, 2022, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claims to the Lease.

The Department received a successorship claim from the Decedent's spouse, Albert Joseph Kelson (Albert), who has been determined to be of at least 25% Hawaiian ancestry and eligible for successorship to the Lease.

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

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the 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.

Improvements to the homestead lot consist of a 3-bedroom and 1-bath, single-family dwelling, which was constructed in 1966. Albert is presently living in the house.

There are no outstanding loans, and the real property tax and lease rent account are current.

The Department requests approval of its recommendation.

Hawaiian Homes Commission Meeting Packet  
October 21 & 22, 2024  
Grand Naniloa Hotel, Sandalwood Ballroom,  
Hilo, Hawaii

# E ITEMS



**HAWAIIAN HOME LANDS**

HAWAIIAN HOMES COMMISSION · DEPARTMENT OF HAWAIIAN HOME LANDS

# **EAST HAWAII Projects Update**

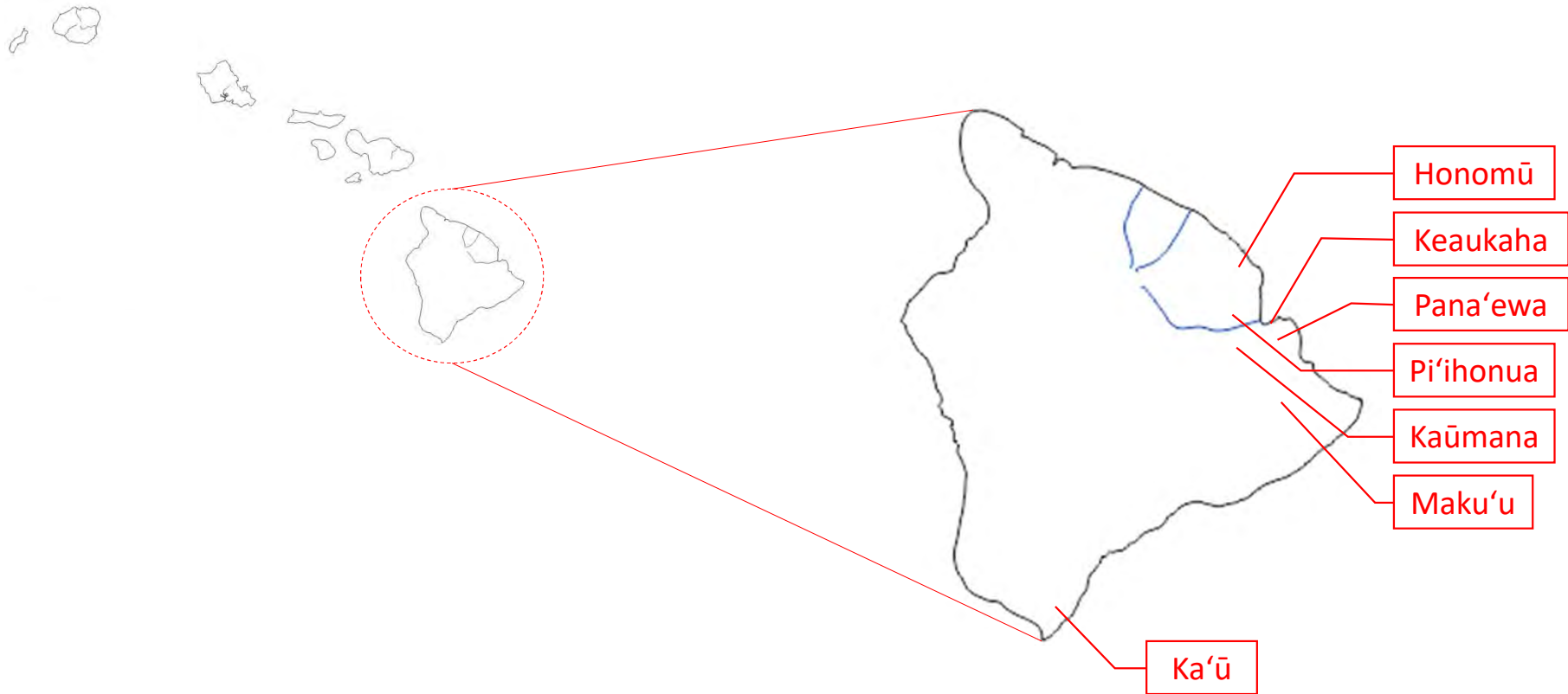
**LAND DEVELOPMENT DIVISION**

**Item E-1 For Information Only**

**October 21-22, 2024**

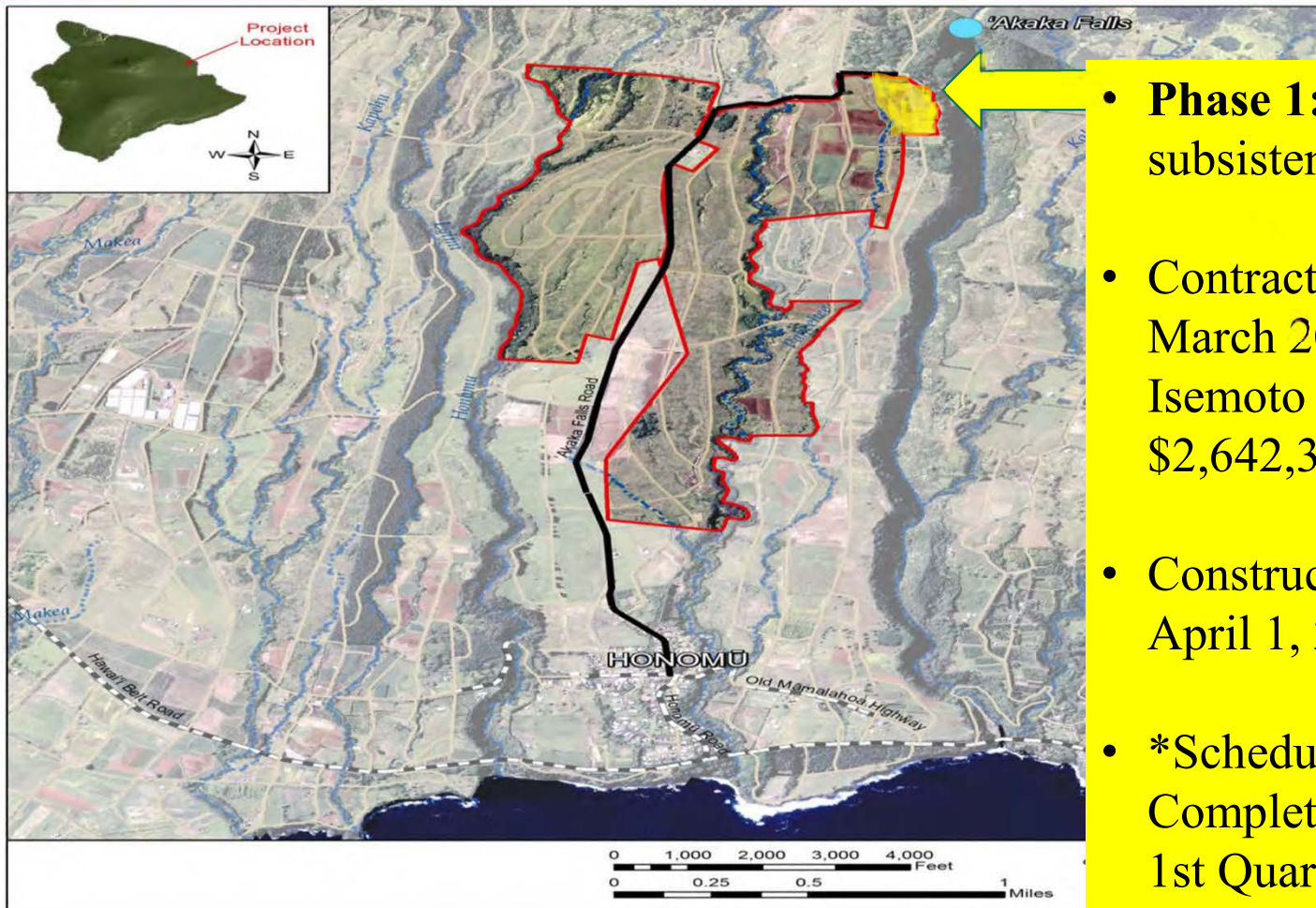


# ISLAND OF HAWAI'I – East Hawai'i Projects





# Honomū Subsistence Agriculture Phase 1



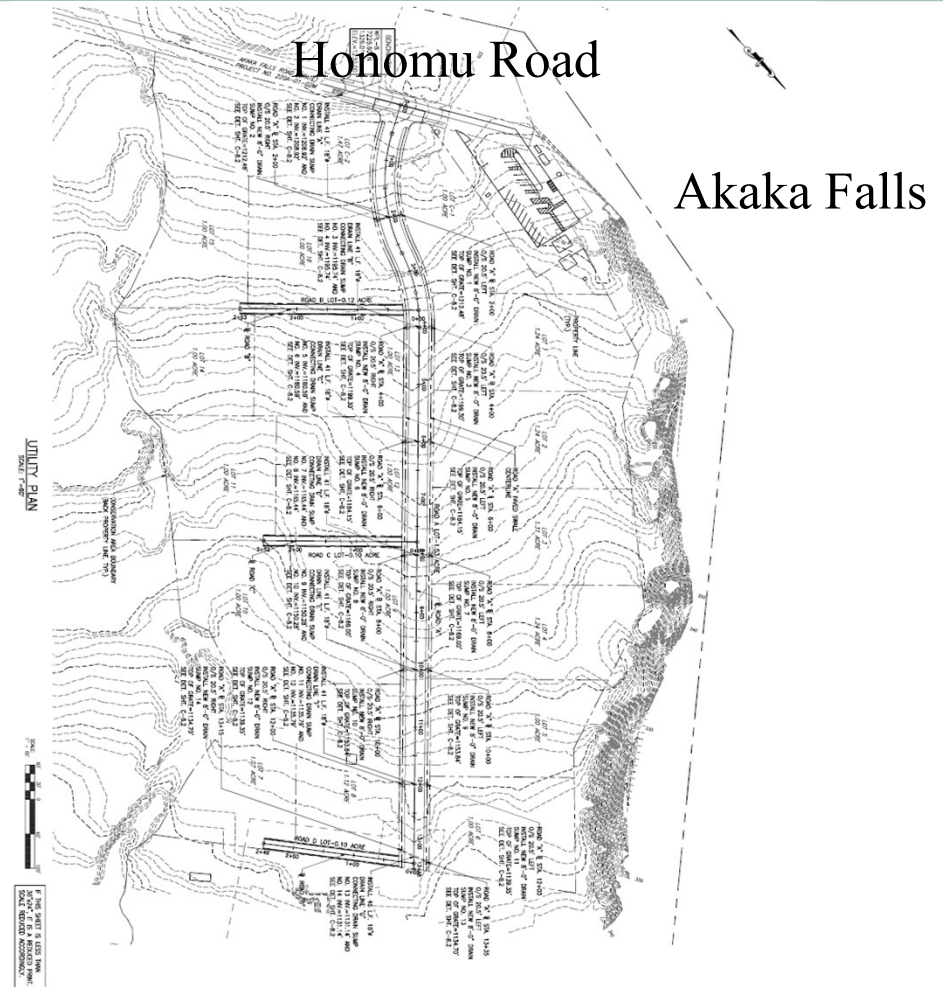
- **Phase 1:** 16 one-acre subsistence ag lots
- Contract awarded in March 2021 to Isemoto Contracting: \$2,642,388
- Construction started April 1, 2022
- \*Scheduled Completion Date: 1st Quarter 2024

\*Schedules subject to change

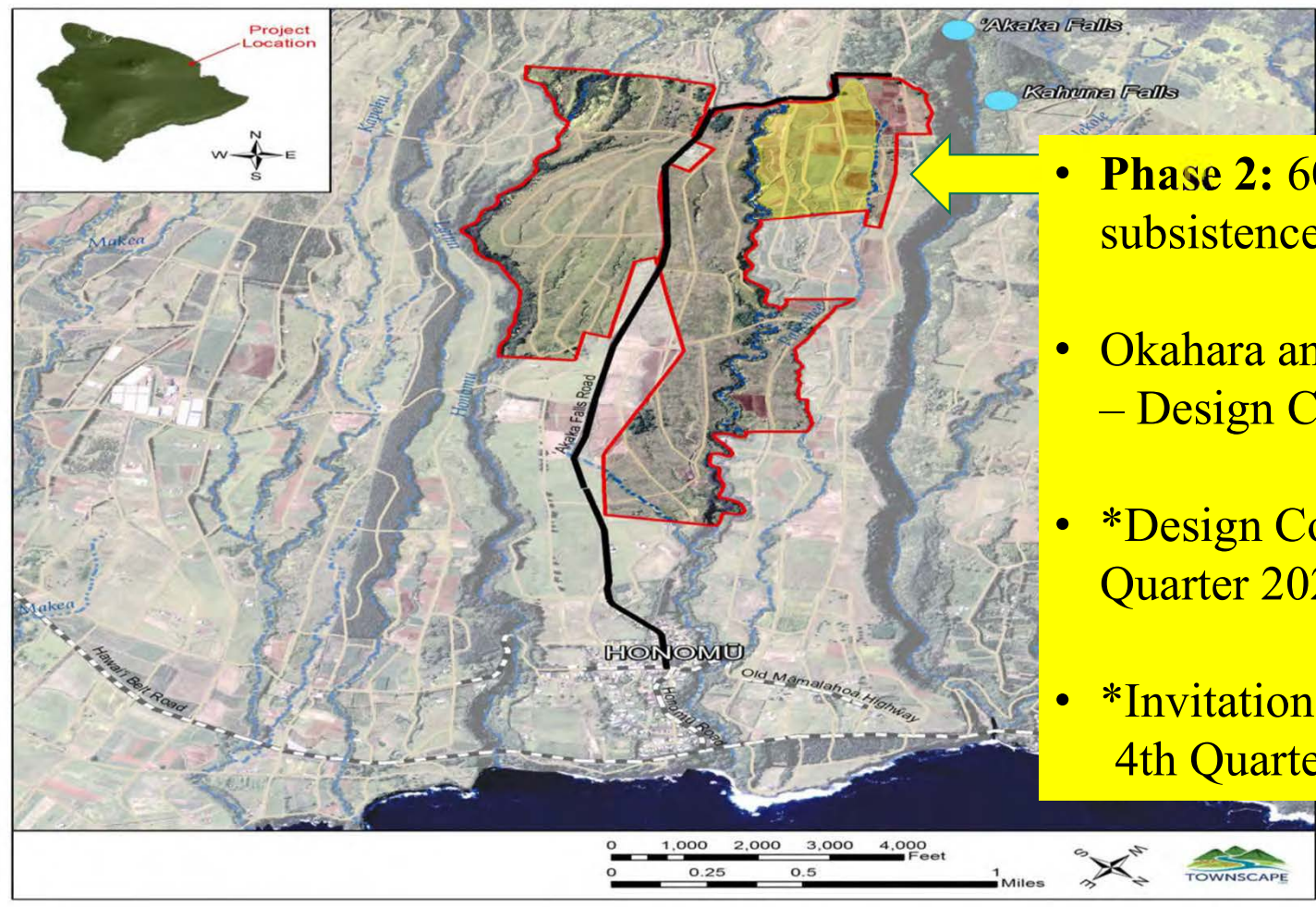
# Honomū Subsistence Agriculture Phase 1

16 Subsistence Agriculture lots for award

Minimum lot size: 1 acre



# Honomū Subsistence Agriculture Phase 2



- **Phase 2:** 60 one-acre subsistence ag lots
- Okahara and Associates, Inc – Design Consultant
- \*Design Completion: 3rd Quarter 2024
- \*Invitation for bid: 4th Quarter 2024

\*Schedule subject to change

# Honomū Subsistence Agriculture Phase 2

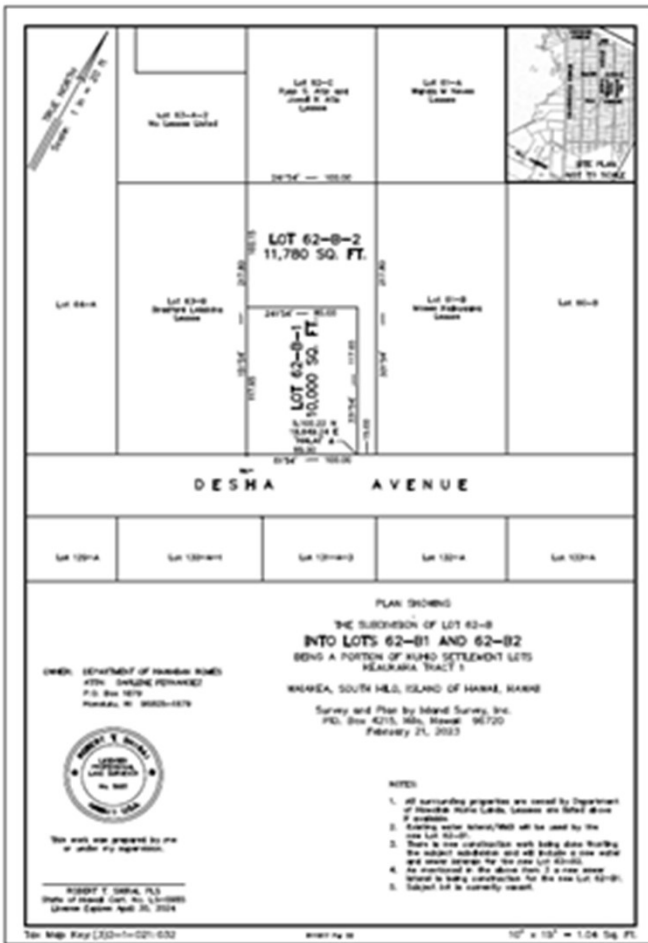
60 one-acre Lots  
for Award



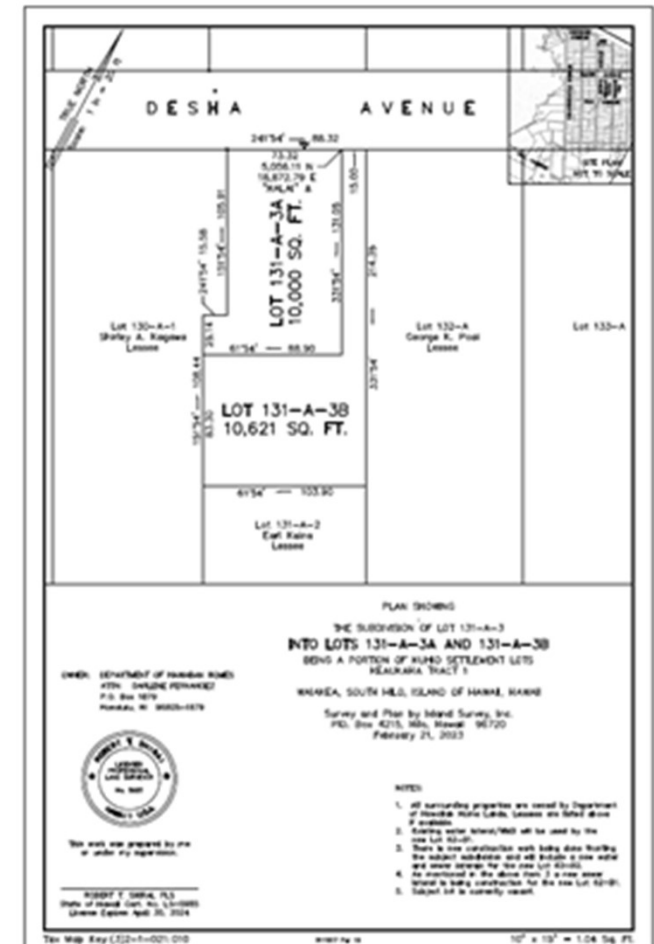
**Preliminary Layout,  
Subject to Change  
including but not  
limited to  
topography, soils,  
drainage, flora,  
fauna, and historic  
properties.**



# Keaukaha Lot 62-B and 131A Subdivision



- Lots are scheduled for subdivision after the demolition permit is closed out.
- The 4 lots will have access to water, sewer communication and electricity.





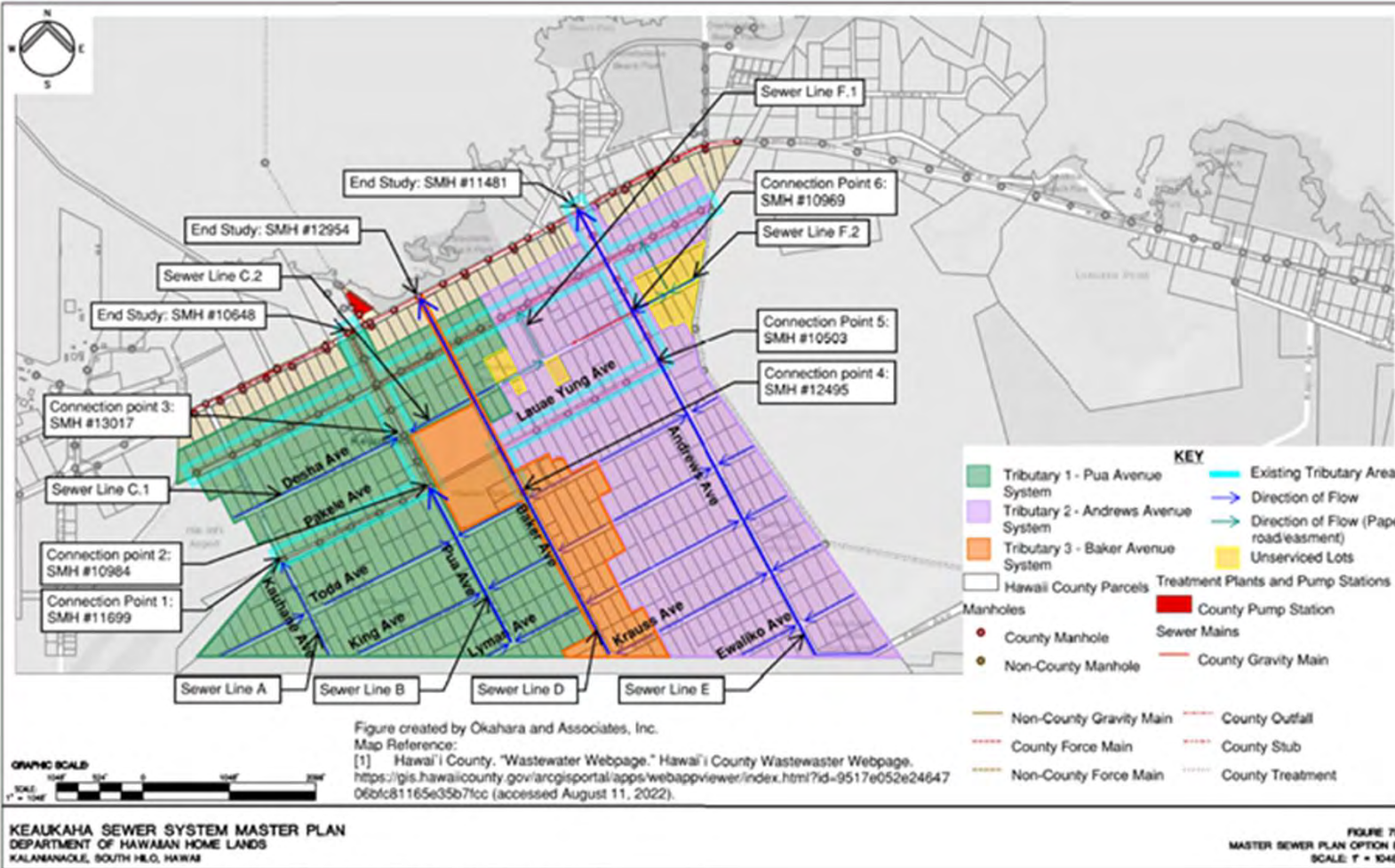
# Keaukaha Sewer Master Plan

Designer:  
Okahara &  
Associates Inc.

Phased work  
coordinated with  
with County of  
Hawaii and State  
Dept. of Health

Estimated Budget:

\$20-\$25 Million





# Keaukaha Phase 1 Sewer Improvements



Trenching for rerouting DWS waterline affecting several sewer laterals



Sewerline installed but not turned over to County until we resolve MOA and fees.



# Cesspool Investigation

## **Background :**

Act 125, Session Laws of Hawaii, 2017 requires upgrade and conversion to Individual Wastewater System (septic system), or sewer connection of all cesspools by 2050, unless exempted. Proximity to ground water, stream, or ocean may require an aerobic treatment unit, subject to Department of Health approval.

**Objective:** Confirm homestead lots with cesspools. Of over 2,500 cesspools statewide, over 900 cesspools on DHHL properties on Hawaii Island.

## **Scope of Work:**

- Ground and drone survey and identification of DHHL lots with existing cesspools on DHHL Hawaii Island project areas, including Keaukaha (over 200 cesspools) and Panaewa (over 300 cesspools).
- An assessment report on and data base, consistent with Cesspool Investigations, statewide.
- Ground survey schedule pending completion of other DHHL homesteads, statewide.





# Hawaii Community College Model Homes Project

- February 2022
  - Hawaiian Homes Commission Approved 5-Year Agreement Renewal
- July 2022
  - 5-Year Agreement Executed with Hawaii Community College
- Current DHHL Model Home (Fiscal Year 2024-2025)
  - 25 model homes completed in Keaukaha
  - 1 model home delayed construction May 2024. To be completed May 2025.
  - 1 model home currently preparing for 2024-2025. To be completed May 2025.



# Hawaii Community College Model Homes Project

Puhi Bay

Current Home No. 26 (Rendering)  
360 Nahalea Ave.

Home No. 25  
354 Nahalea Ave.

Home No. 24  
76 Andrews Ave.

Home No. 23  
371 Lauae Yung Ave.

Home No. 22  
369 Lauae Yung Ave.

Streets shown: KALANIA AVE, BAKER AVE, NAHALEA AVE, DESHA AVE, ANDREWS AVE, PUAAVE.



# Hawaii Community College Model Homes Project

HCC Home No. 25  
354 Nahale-A Ave.  
(Completed May 2023)





# Hawai'i Island Structure Demolition Project

- Multiple structure demolitions due to deterioration, hazardous materials and structures without proper permitting.

Estimated remediation costs outweighed the appraised value.

- 6 properties in Keaukaha
  - 1 property in Panaewa
- Island Demo, Inc.
    - Demolition & Clearing started March 2024
    - Work Completed by August 2024
    - Currently working to close out contract



# East Hawai'i Demolition Project, Keaukaha





# East Hawai'i Demolition Project, Pana`ewa





# Panaewa Lot 184 Subdivision

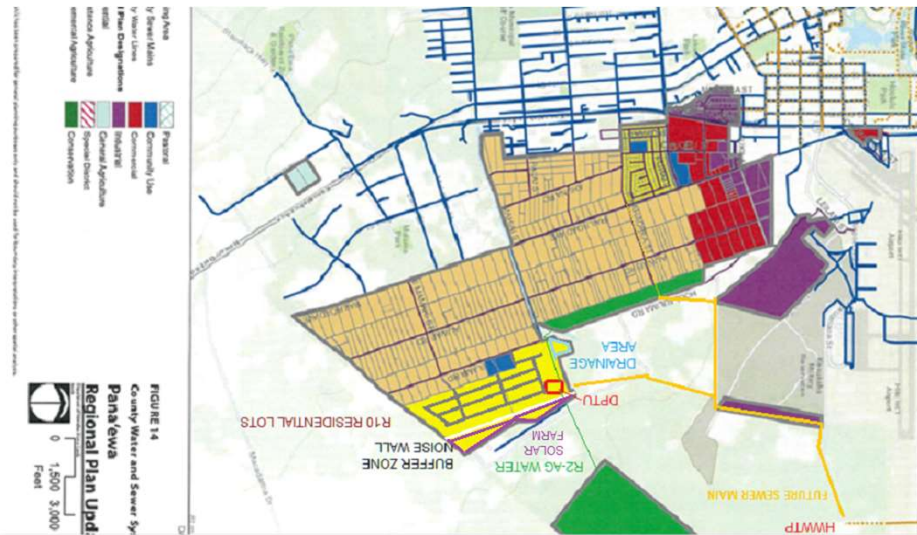


Lot 184 is a 10 acre parcel that the Lessee has returned a portion of land for us to develop 6 additional subsistence-ag lots and a waterline connection under the roadway

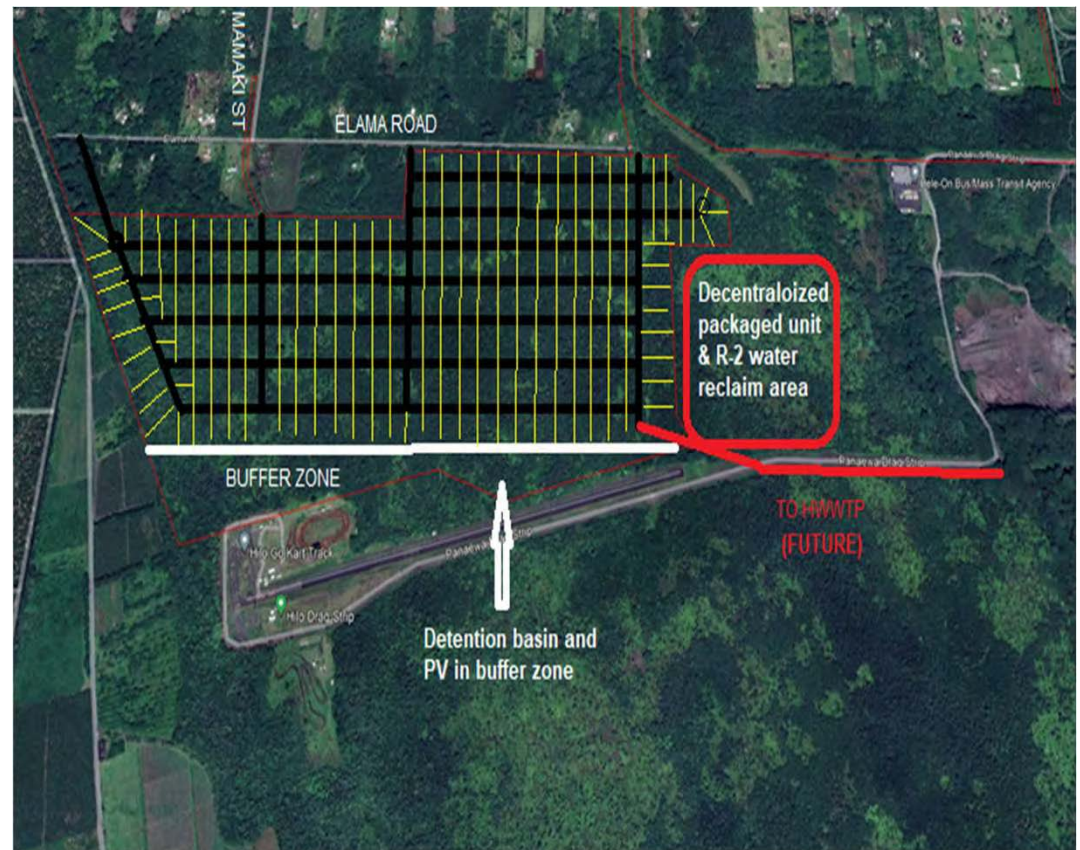


Bidding of project is subject to funding

# Panaewa Elama Road Subdivision



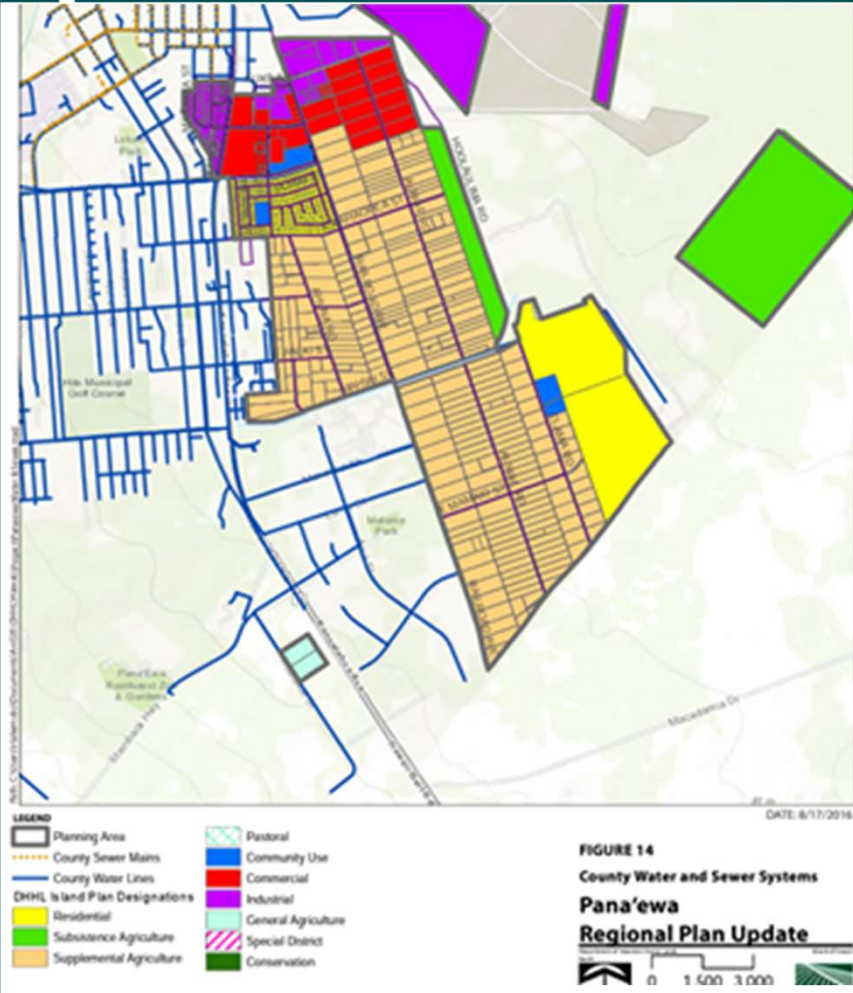
Proposed lot development on 2 parcels (approx. 334 acres) zoned for residential use to create approx. 600 lots in 4 phases with pending future connection to the HWWTP after upgrades are made.







# Pana'ewa Regional Plan 2017

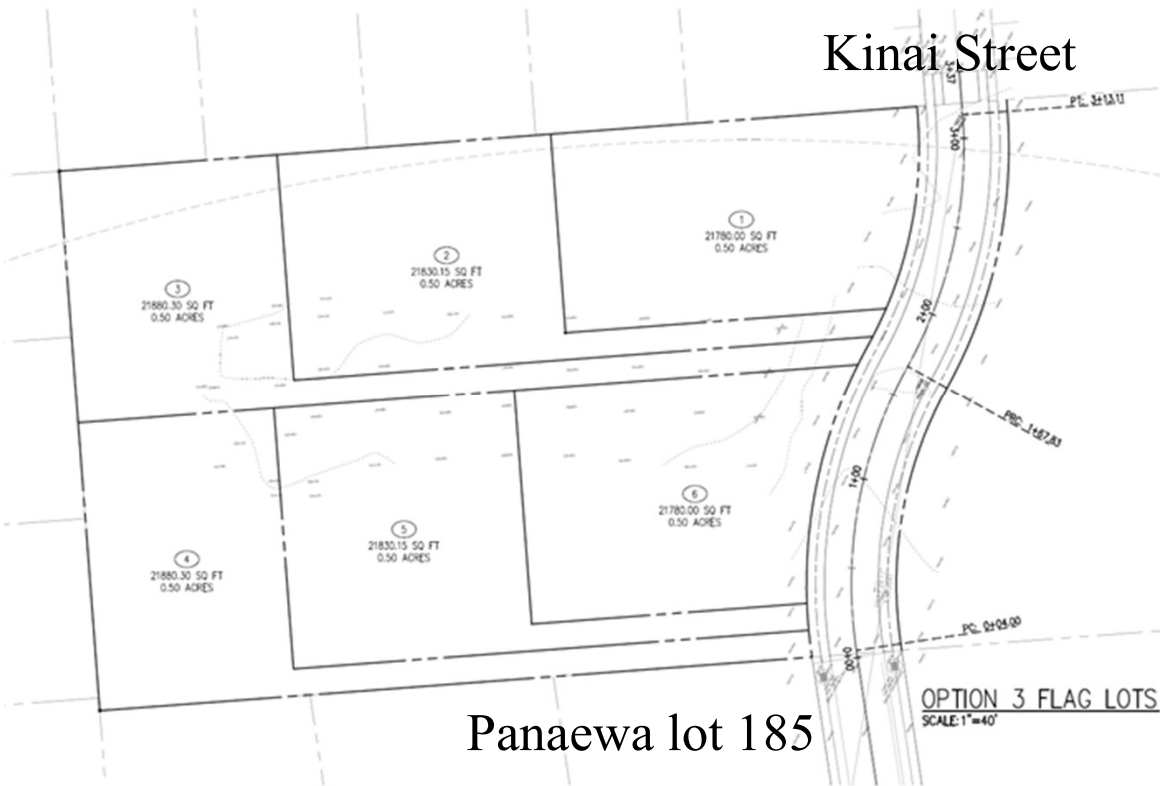


Discussion with County of Hawaii – Dept. of Environmental Management on future extension of sewer lines to develop more lots.



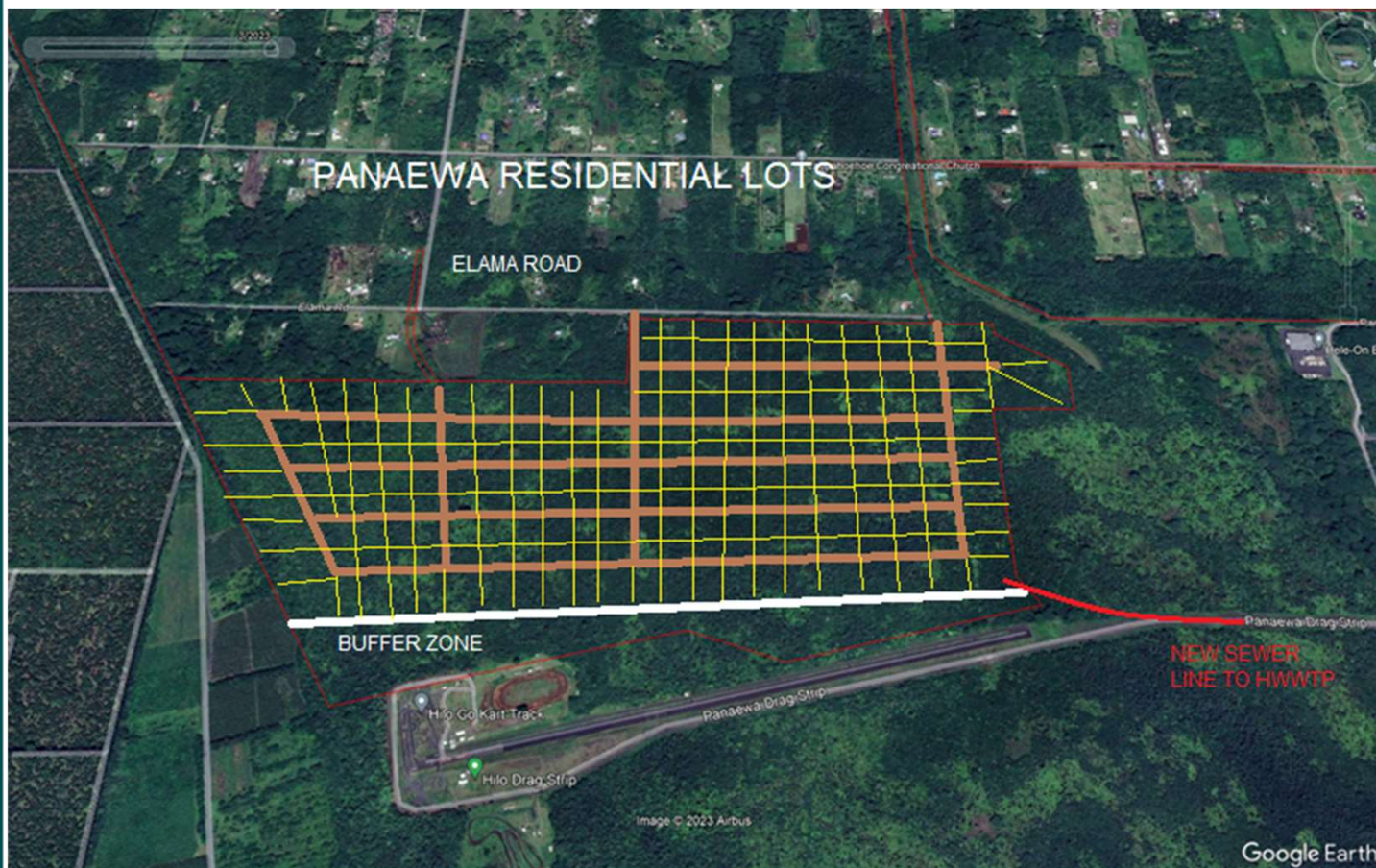
# Pana'ewa Lot 184

- Design plans for 6 half-acre Subsistence Ag lots with Kinai St. connection



Supplemental EA and Surveying will be scheduled to start in October 2023. Permitting and bidding in Spring 2024.

# Pana'ewa Elama Road Subdivision Proposed



If sewer line infrastructure installed from HWWTP to the Elama Road Subdivision approx. 300 Residential Lots can be developed. Water and Electrical power is available

Drawback is having the drag strip nearby where a buffer zone of trees should be left in place due to noise.

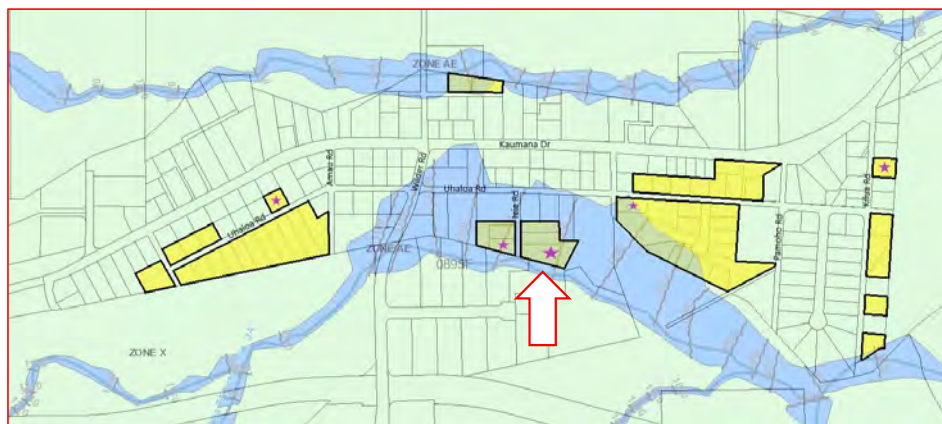
# Pana'ewa Auwae Road Subdivision Proposed



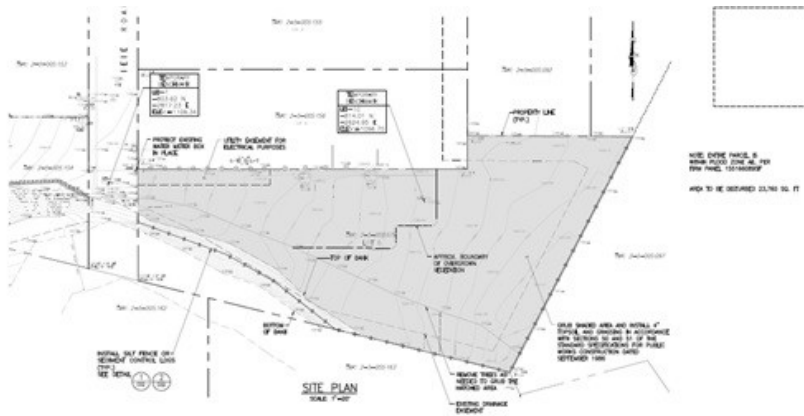
Auwae Road has four – 10-acre lots which can be subdivided to create 48 subsistence-ag lots.

Development required funding.

# Kaumana Subdivision Lot Rehabilitation



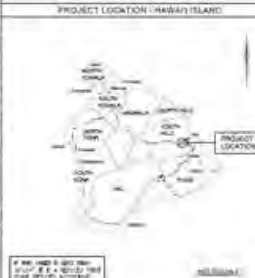

 Flood Hazard Area



## KAUMANA SUBDIVISION LOT REHABILITATION

JOB NO: PS-22-LDD-014  
KAUMANA, SOUTH HILO, HAWAII  
TMK: (3) 2-5-005:079

DEPARTMENT OF HAWAIIAN HOMELANDS  
LAND DEVELOPMENT DIVISION  
91-5420 KAPOLEI PARKWAY  
KAPOLEI, HI 96707

<p>PROJECT LOCATION (HAWAII ISLAND)</p> 	<p>PROJECT SITE VICINITY MAP</p> 	<p>CONSULTANTS</p> <table border="0"> <tr> <td style="width: 50%;"> <p>OWNER/ENGINEER DEPARTMENT OF HAWAIIAN HOMELANDS LAND DEVELOPMENT DIVISION</p> </td> <td style="width: 50%;"> <p>REGISTERED PROFESSIONAL ENGINEER KONG HOON LEE, P.E. KONG HOON LEE &amp; ASSOCIATES, INC. 1000 KAPOLEI PARKWAY, SUITE 200 KAPOLEI, HI 96707</p> </td> </tr> <tr> <td colspan="2"> <p>LAND SURVEYOR KONG HOON LEE, P.E. KONG HOON LEE &amp; ASSOCIATES, INC. 1000 KAPOLEI PARKWAY, SUITE 200 KAPOLEI, HI 96707</p> </td> </tr> </table>	<p>OWNER/ENGINEER DEPARTMENT OF HAWAIIAN HOMELANDS LAND DEVELOPMENT DIVISION</p>	<p>REGISTERED PROFESSIONAL ENGINEER KONG HOON LEE, P.E. KONG HOON LEE &amp; ASSOCIATES, INC. 1000 KAPOLEI PARKWAY, SUITE 200 KAPOLEI, HI 96707</p>	<p>LAND SURVEYOR KONG HOON LEE, P.E. KONG HOON LEE &amp; ASSOCIATES, INC. 1000 KAPOLEI PARKWAY, SUITE 200 KAPOLEI, HI 96707</p>	
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<p>LAND SURVEYOR KONG HOON LEE, P.E. KONG HOON LEE &amp; ASSOCIATES, INC. 1000 KAPOLEI PARKWAY, SUITE 200 KAPOLEI, HI 96707</p>						

NOTE: Lot 6 is approx. 27,416 square feet but is within the 100-year flood zone. DHHL plans to fill the lot above base flood elevation for safety purposes.



# Kaumana Subdivision Lot Rehabilitation

Construction to begin in Spring 2024. Work completed in August, lawn maint. thru September



## BEFORE

Large albizia trees to be removed and graded for a more usable area



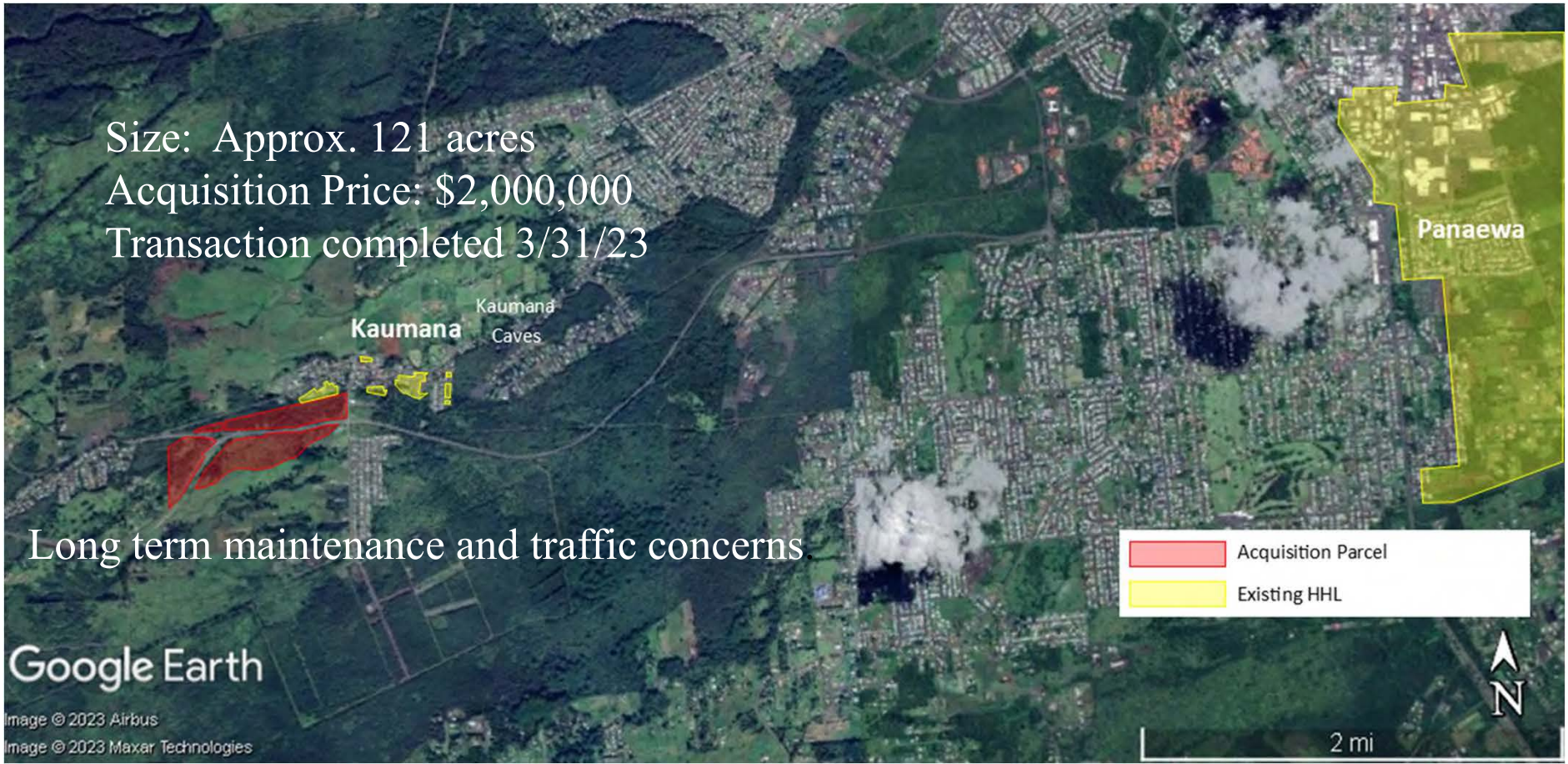
## AFTER

New grade adjustment wall with fence installed with fill material to level lot.



# Kaumana Land Acquisition

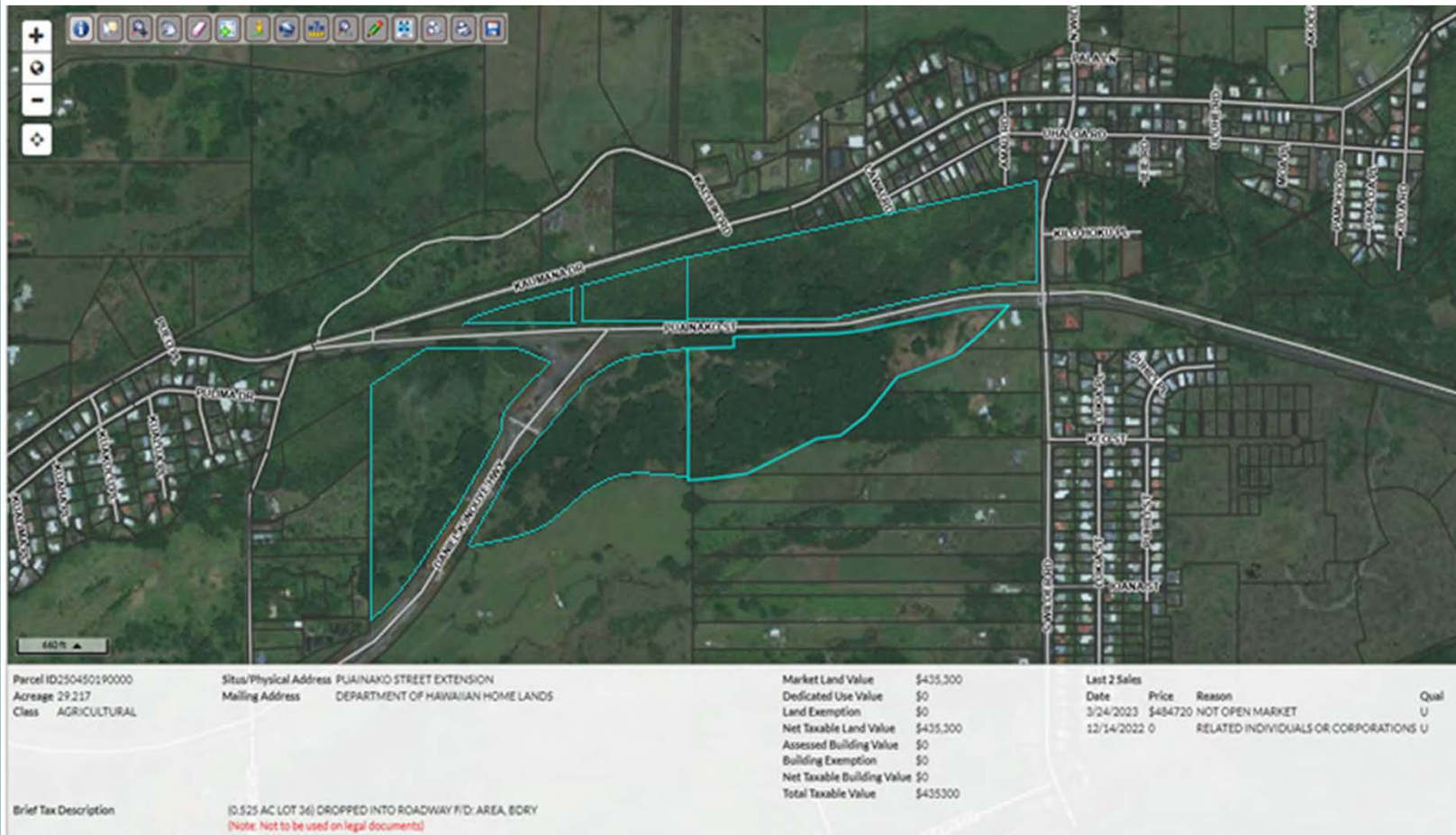
Size: Approx. 121 acres  
Acquisition Price: \$2,000,000  
Transaction completed 3/31/23



Long term maintenance and traffic concerns



# Kaumana Land Acquisition



Approx. 121 acres of land acquired on 3/31/23 for \$2,000,000 including Puainako Street Extension improvements.





# Pi'ihonua Homestead Proposed

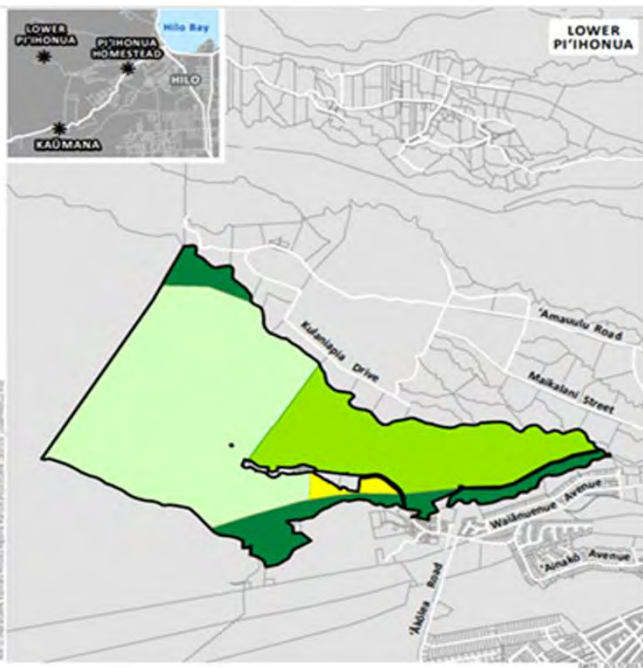
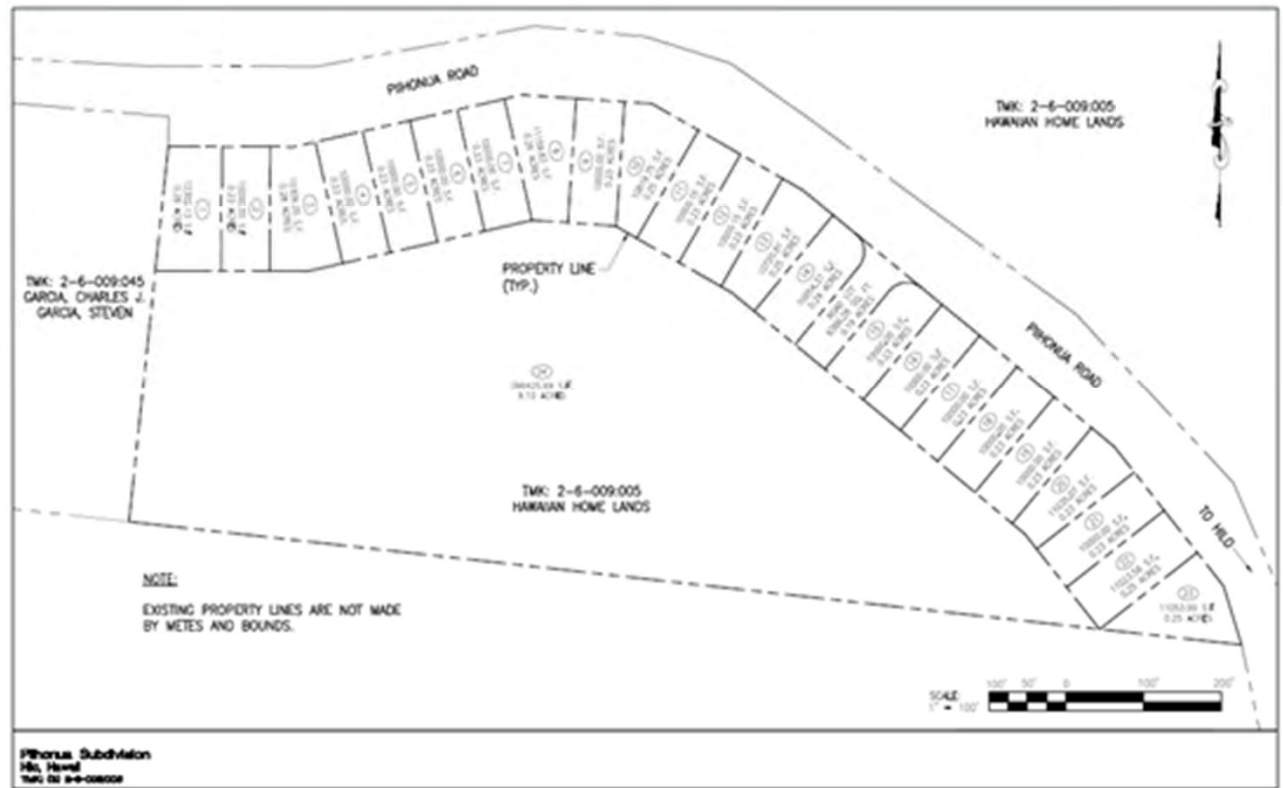
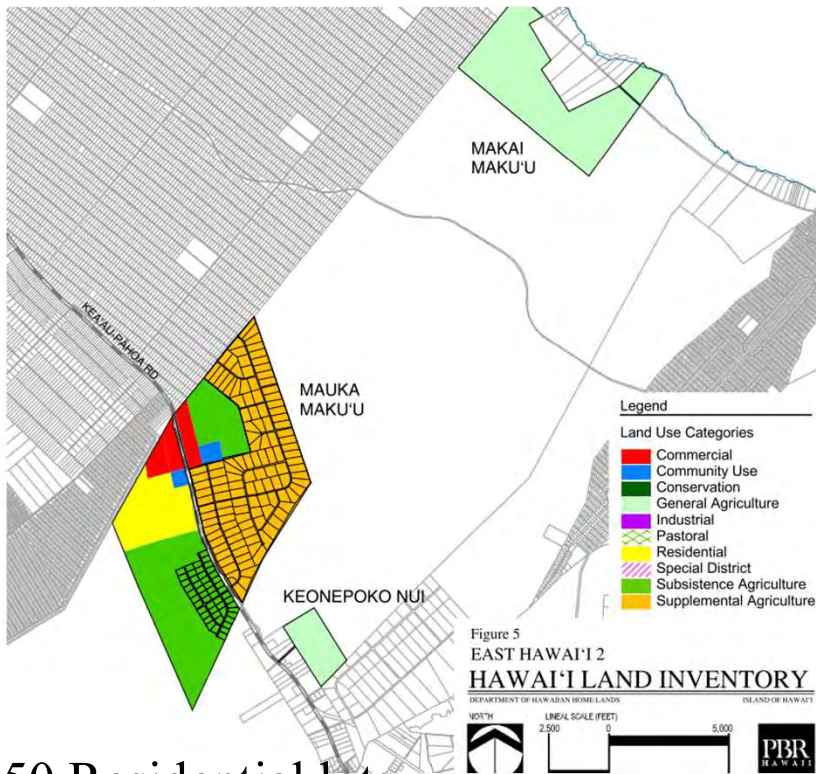


Figure 9  
DHHL Island Plan Land Use Designations  
DHHL Kaūmana-Pi'ihonua Regional Plan  
Department of Hawaiian Home Lands  
Scale: 1" = 1,000'

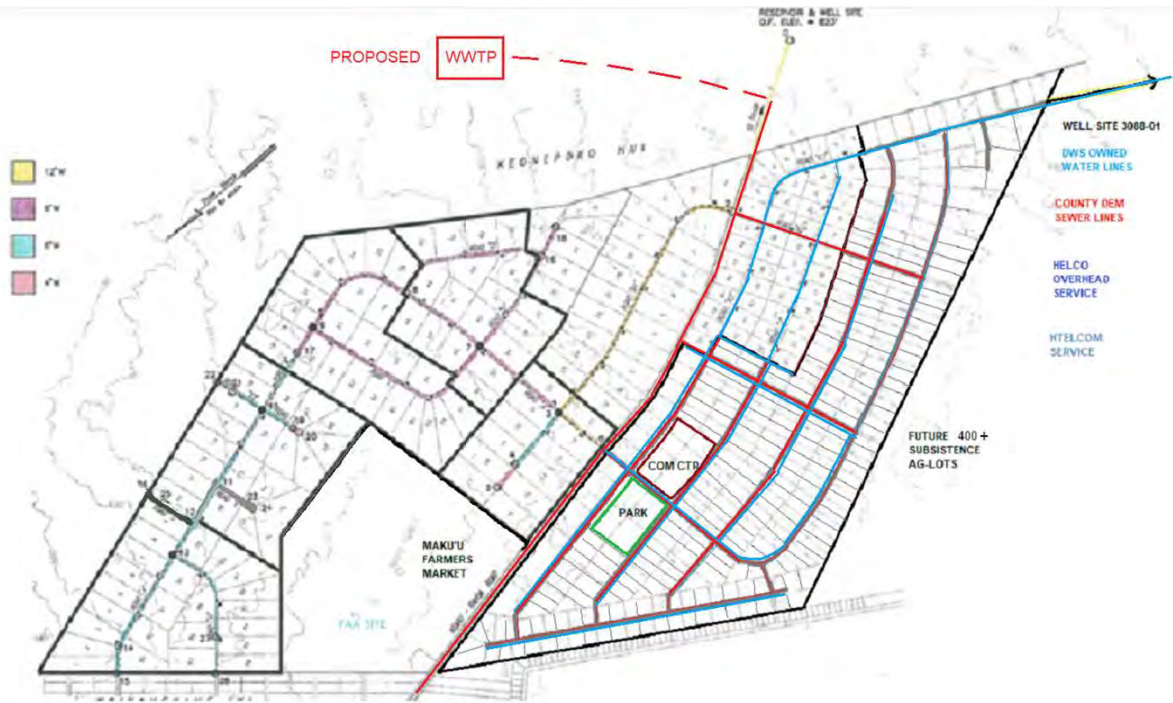


Environmental assessment funding is subject to FY26 Budget Request to the Legislature. Currently, 22 (10,000 sf) residential lots along Pi'ihonua Road are planned for Phase 1.

# Maku'u Residential Subdivision



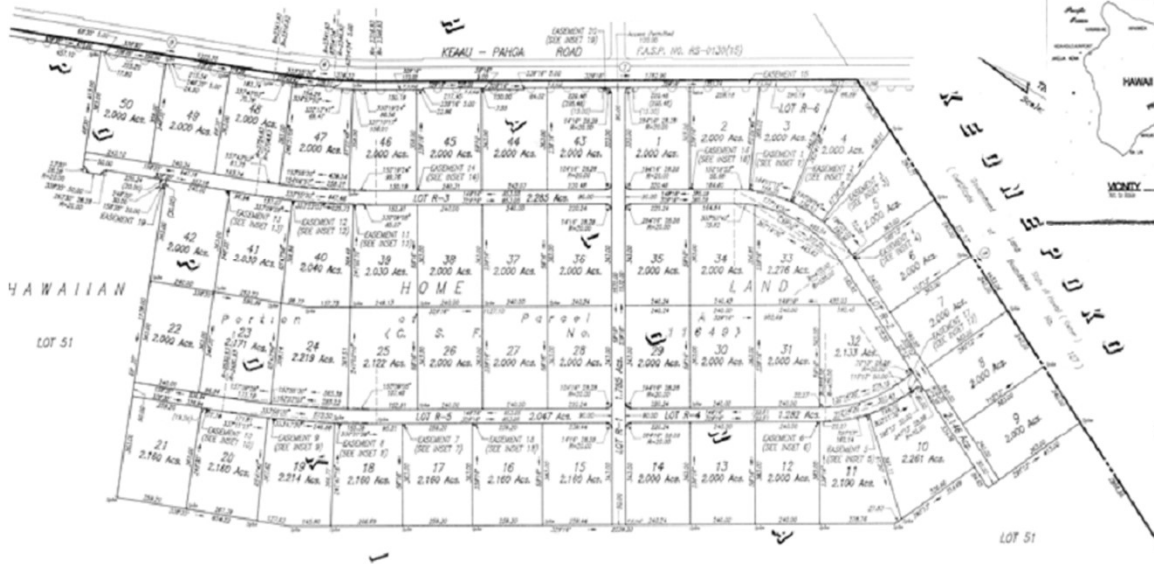
50 Residential lots



Discussion with County of Hawaii – Dept. of Environmental Management on future WWTP in the Puna area.

# Maku'u Pressure Test and Chlorination

- Waterlines installed over 20 years ago on the Mauka side of Hwy 130 will undergo pressure testing to locate any leaks after years of earthquakes and eruptions.



PLANS FOR  
**MAKU'U AGRICULTURAL LOTS  
 PRESSURE TESTING AND CHLORINATION**  
 AT MAKU'U, POPOKI AND HALONA, PUNA, ISLAND OF HAWAII, HAWAII  
 TAX MAP KEY: 3RD DIVISION 1-5-119-051  
 SUBMISSION APPLICATION NUMBER + 95-39 AND 94-125  
 DEPARTMENT OF PUBLIC WORKS FOLDER NUMBER: 15147-A AND 15148  
 SEPTEMBER 2024

**IFB-25-HHL-008**

**ESH**

LOCATION MAP	SHEET INDEX	APPROVED																																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SHEET NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TITLE SHEET</td> </tr> <tr> <td>1</td> <td>NOTES</td> </tr> <tr> <td>1</td> <td>GENERAL PLAN</td> </tr> <tr> <td>40-41</td> <td>WALKER STREET</td> </tr> <tr> <td>40-42</td> <td>WALKER STREET - WATER PLANS</td> </tr> <tr> <td>40-43</td> <td>WALKER STREET</td> </tr> <tr> <td>40-44</td> <td>WALKER STREET</td> </tr> <tr> <td>40-45</td> <td>WALKER STREET</td> </tr> <tr> <td>40-46</td> <td>WALKER STREET</td> </tr> <tr> <td>40-47</td> <td>WALKER STREET</td> </tr> <tr> <td>40-48</td> <td>WALKER STREET</td> </tr> <tr> <td>40-49</td> <td>WALKER STREET</td> </tr> <tr> <td>40-50</td> <td>WALKER STREET</td> </tr> </tbody> </table>	SHEET NO.	DESCRIPTION	1	TITLE SHEET	1	NOTES	1	GENERAL PLAN	40-41	WALKER STREET	40-42	WALKER STREET - WATER PLANS	40-43	WALKER STREET	40-44	WALKER STREET	40-45	WALKER STREET	40-46	WALKER STREET	40-47	WALKER STREET	40-48	WALKER STREET	40-49	WALKER STREET	40-50	WALKER STREET	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>APPROVED</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>9/15/24</td> </tr> <tr> <td></td> <td>9/15/24</td> </tr> <tr> <td></td> <td>9/15/24</td> </tr> <tr> <td></td> <td>9/15/24</td> </tr> </tbody> </table>	APPROVED	DATE		9/15/24		9/15/24		9/15/24		9/15/24
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All 50 lots should have access to potable water after chlorination.  
 Bid out in November 2024

# Maku'u High Pressure Waterline in Ag/Farm Lots

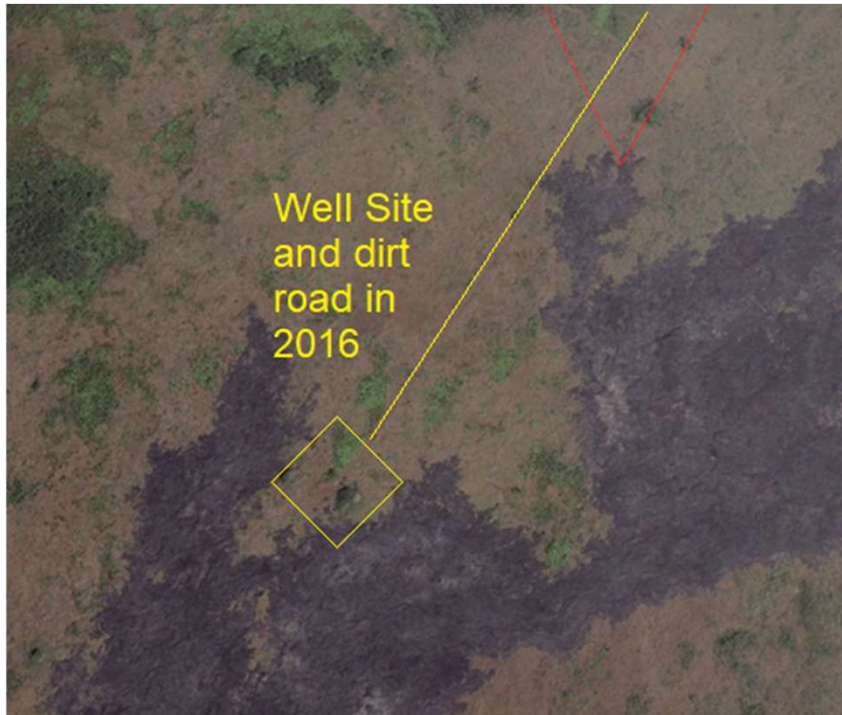


## High Pressure Waterline Test and Chlorination

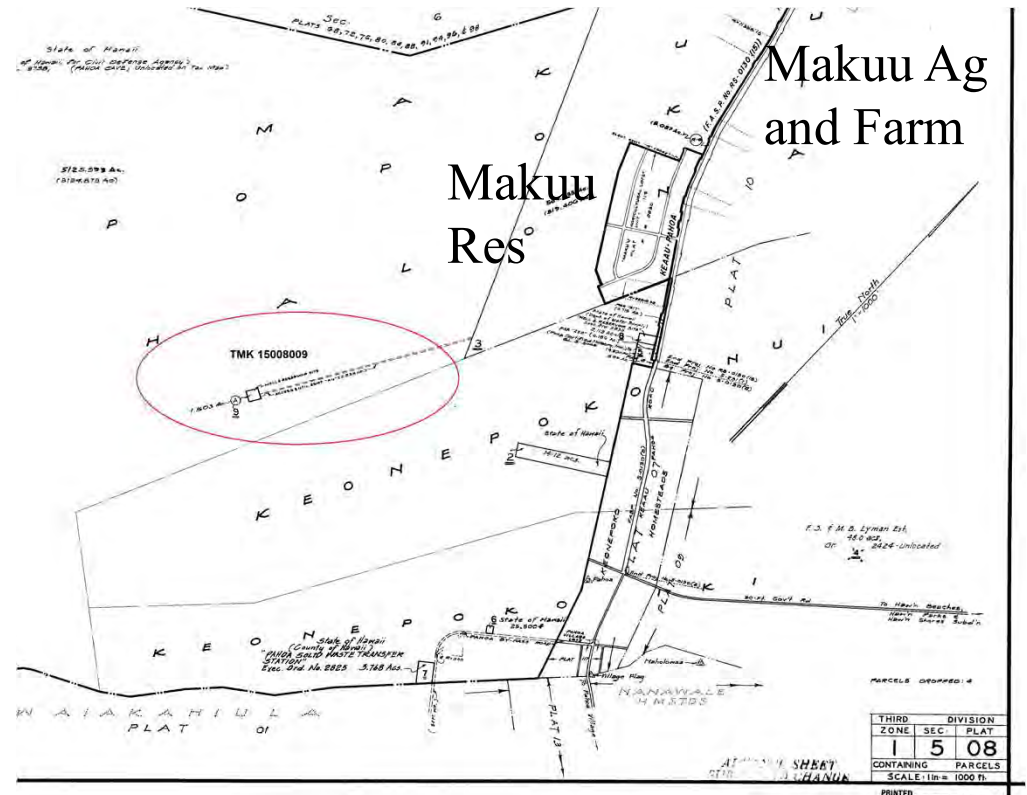
- Contractor: Drainpipe Plumbing & Solar
- Cost: \$206,007 to repair leaks and replace air relief valves.
- All lots makai of Hwy 130 Keaau-Pahoia Rd. now have access to potable water serviced by DWS.
- 32 two-acre Agriculture Lots can be offered for award.
- 21 five-acre Farm Lots can be offered for award.



# Maku'u Well Site



Well Site  
and dirt  
road in  
2016

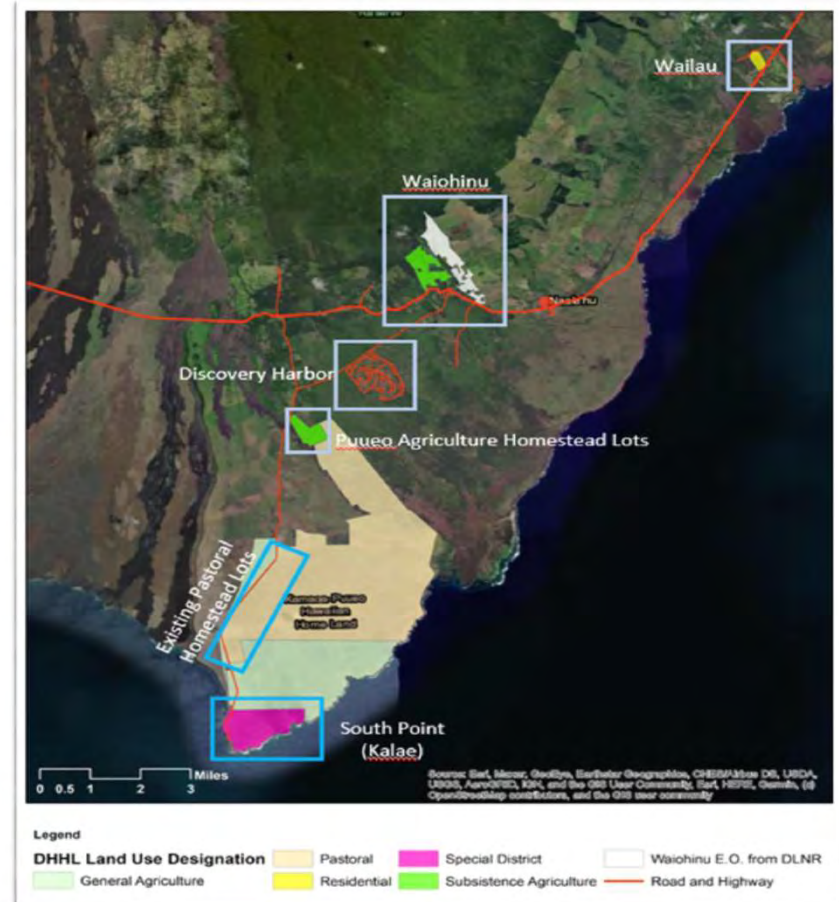


Exploring partnership with COH-DWS on joint application for Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) funding.



# Puu'eo Agriculture Lots

- 25 Puu'eo Agriculture lots Offered for award in 1986, under “Acceleration Program”
- 12 Puu'eo Agriculture lots awarded with no infrastructure.
- FY 24 Development Budget sets aside \$6,000,000 for planning, design and construction of infrastructure.
- Waiohinu land not conveyed to DHHL. New lots not possible at this time.





# Discovery Harbour

Naalehu, Kau, Island of Hawaii

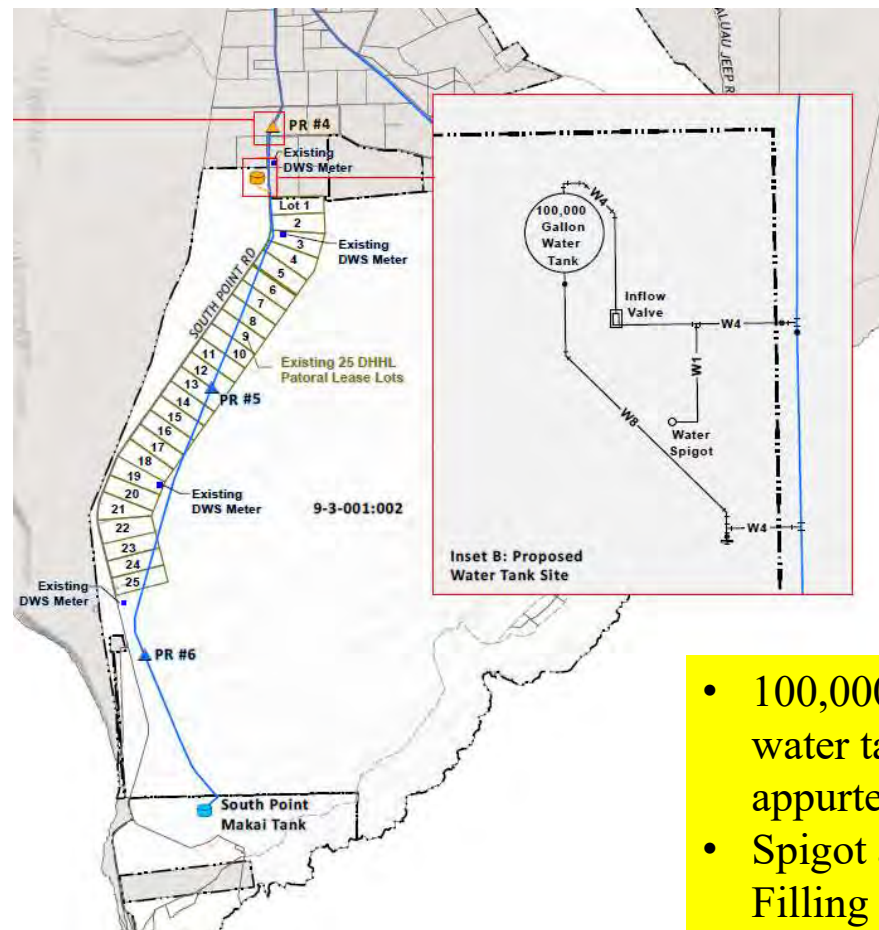
Total DHHL Properties: 40 scattered lots



- 3 leases occupied
- 1 lot in process
- 36 lots available for new residential awards

# Ka'ū Water System Improvements – Phase 1

- 100,000 gallon water storage tank and appurtenances, including a water filling station with spigot, on Hawaiian Home Lands.
- Construction Contract
  - Executed: 6/1/2021
  - Isemoto Contracting Co., Ltd.
  - \$2,736,327.00
- Construction
  - Started: January 2023
  - Scheduled Completion: December 2023



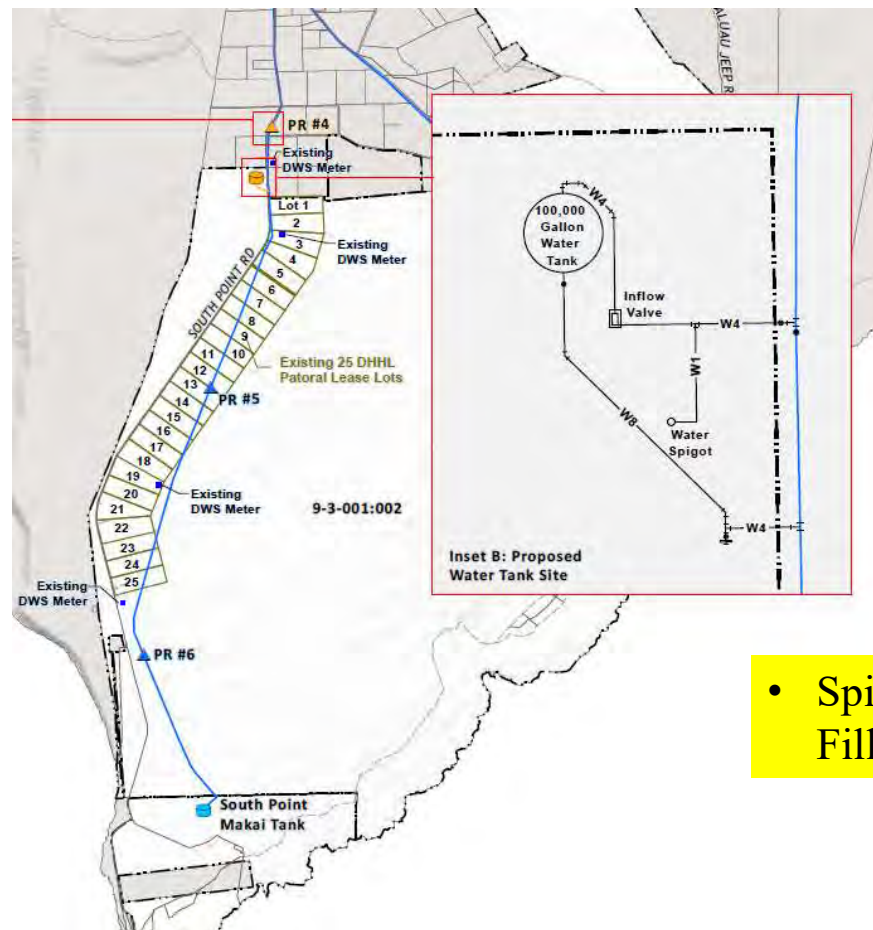
- 100,000 gallon water tank with appurtenances.
- Spigot at Water Filling Station.





# Ka'ū Water System Improvements – Water Filling Station

- Distribution Plan, construction as needed, and implementation
- Design and Construction Contracts
  - To be determined

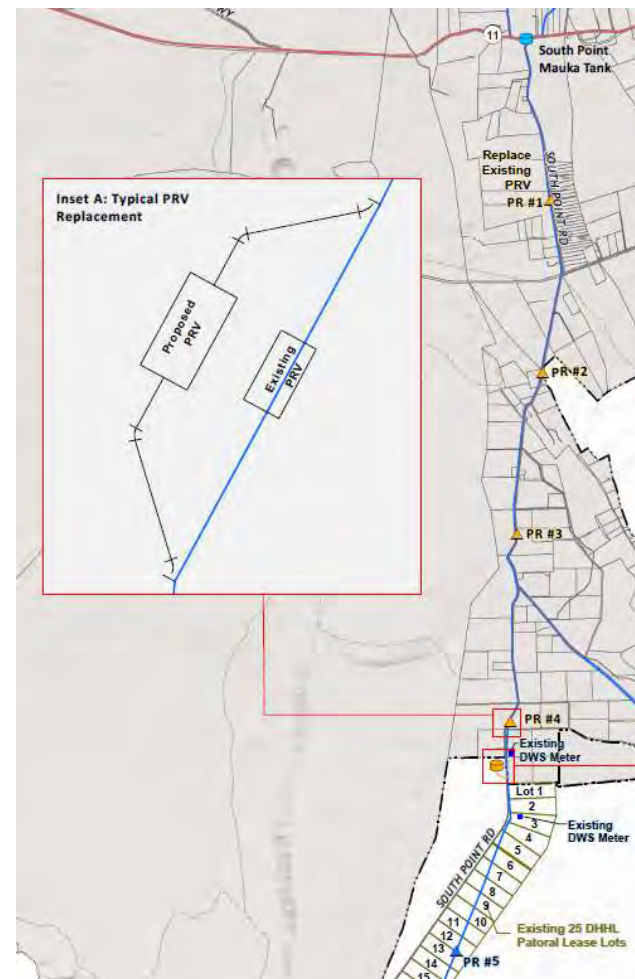


• Spigot at Water Filling Station.

\*Schedule subject to change

# Ka'ū Water System Improvements– Phase 2

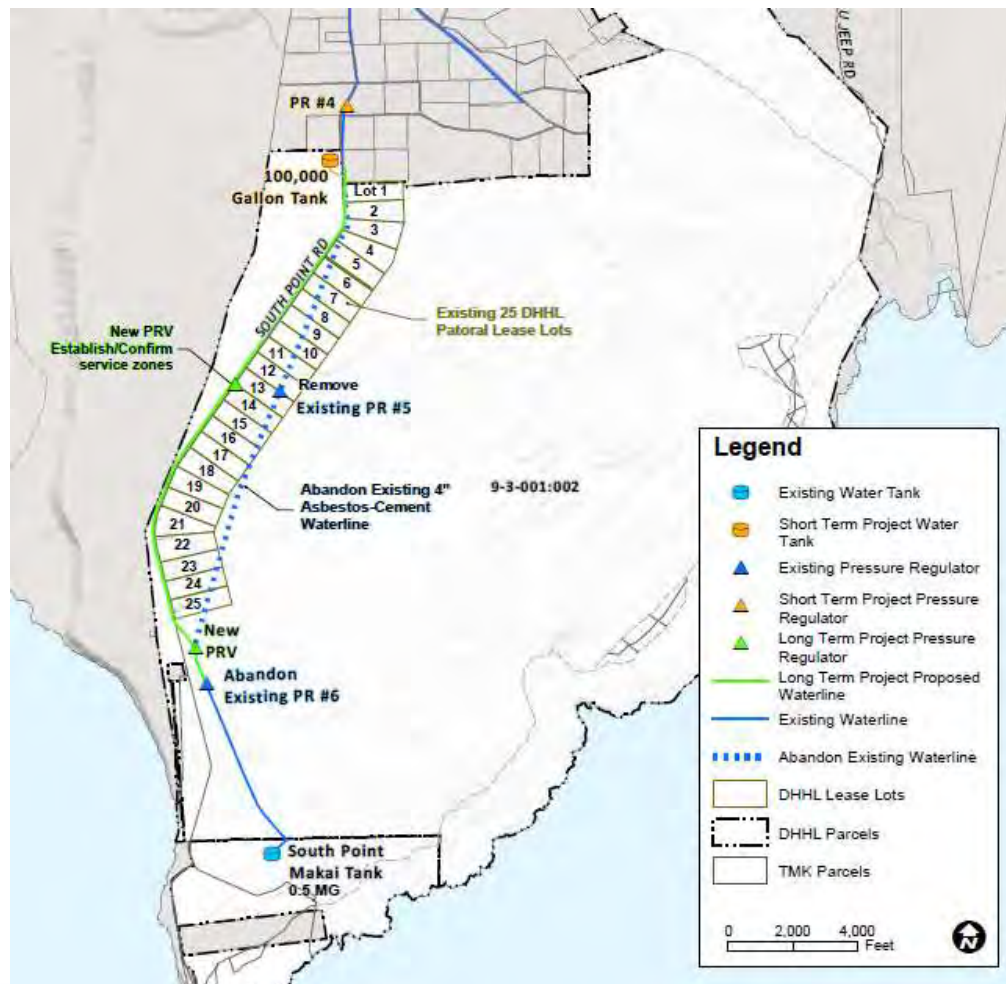
- Replacement/upgrade of Pressure Regulating Valve Stations (PRV/PR)
  - PR #1
  - PR #2
  - PR #3
  - PR #4
- \$60,000 Design/Consulting contract
  - Group 70 International, Inc.
  - Archaeological sub consultant: Keala Pono Consulting
- Estimated Construction Cost: \$500,000
- Pending Issues
  - Permission to access (DWS easement) private properties
  - Or re-assessment of project/approach



- PRV Upgrade/Replacement

# Ka'ū Water System Improvements – Future Phase(s)

- Relocate existing waterline from within lots, to the South Point Road right-of-way.
- Improve South Point Road to County of Hawaii standards and subdivide pastoral lots.
- Install water laterals for water meters to each of the 25 Pastoral Lots.
- Estimated cost: \$20,000,000.00
- Proposed request to Legislature in Fiscal Supplemental Budget 2024-2025





# EAST HAWAI'I SCATTERED LOTS

## Scattered Lots

(Renovation/New Construction)

Total Lots: 8

Renovation: 4

Demo/New: 3

New: 1





# Honomū / Maku'u – Lot Selection

## ORIENTATION MEETING

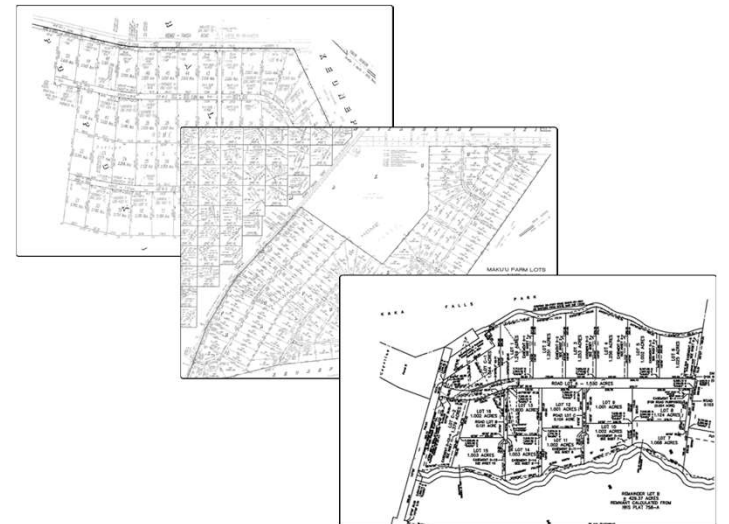
<b>Date</b>	Saturday, November 2, 2024
<b>Location</b>	Keaukaha Elementary School Cafeteria 240 Desha Avenue, Hilo, Hawaii 96720
<b>Parking</b>	Parking is limited. Additional parking may be available in nearby streets.
<b>Virtual</b>	See Zoom Information below.

### Session 1 – Last names letters A to K only

<b>Time</b>	9:30 to 11:30 am (Registration 8:30am)
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### Session 2 – Last names letters L to Z only

<b>Time</b>	1:00 to 3:00 am (Registration 12:30pm)
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# Mahalo



DEPARTMENT OF HAWAIIAN HOME LANDS

[www.dhhl.hawaii.gov](http://www.dhhl.hawaii.gov)


Hawaiian Homes Commission Meeting Packet  
October 21 & 22, 2024  
Grand Naniloa Hotel, Sandalwood Ballroom,  
Hilo, Hawaii


# F ITEMS

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairman and Members, Hawaiian Homes Commission

Thru: Linda Chinn, Acting Administrator  
Land Management Division  for

From: Peter “Kahana” Albinio, Jr., Income Properties Manager  
Land Management Division 

Subject: Approval to Annual Renewal of Right of Entry Permit(s) and Conversion to Revocable Permits, East, Central and South Hawaii Island

RECOMMENDED MOTION/ACTION: That the Hawaiian Homes Commission (HHC) approves the following actions while developing a process to making short-term agricultural and pastoral land dispositions available to beneficiaries:

- A) Renew all East, Central and South Hawaii Island Right of Entry Permits as listed on Exhibit “A” and identified by approximate location on the Hawaii Island Map Exhibit “A-1” that are in compliance and issued temporary approvals, as of November 1, 2024.
- B) Pursuant to the Hawaiian Homes Commission approval of LMD Agenda Item No. F-1, at its regularly scheduled monthly meeting held on April 21-22, 2024, all renewed Right of Entry Permit(s) that have met compliance in accordance with its respective agreement shall be converted to Revocable Permits. Inspection report is referenced under Exhibit “B” attached hereto.
- C) The revocable permit annual renewal period shall be on a month-to-month basis, for up to twelve (12) months, or at the next scheduled HHC meeting on East Hawaii island whichever occurs sooner but no longer than October 31, 2025.
- D) Authorize the Chairman to negotiate and set forth other terms and conditions that may be deemed to be appropriate and necessary.

DISCUSSION

This submittal represents annual renewals for all East, Central and South Hawaii Island ROE permit(s) only, which shall effectively expire on October 31, 2024. As a means of maintaining a process by which PERMITEE’S can be assured that their permits have been renewed, notification letters will be transmitted accordingly.

For information purposes Exhibit “A” references all Right of Entry Permits in East, Central and South Hawaii Island by order of acreage, land use, and commencement date. These permits will



be converted to Revocable Permits. While these Right of Entry Permits generate additional revenue to the Trust, their primary purpose is to allow DHHL to efficiently manage its lands through short-term dispositions. These are typically for land(s) not needed for longer-term dispositions, such as homesteading or general leases, over a 20-year time period or as dictated by DHHL's respective island plans. DHHL's total Hawaii Island land inventory covers approximately 127,000 acres<sup>1</sup> or 63% of DHHL's statewide inventory. The short-term disposition(s) within the Eastern, Central, and Southern portions cover approximately 8,670.0 acres or approximately 7.0% of its inventory.

Revocable Permits assist in maintaining a presence on DHHL lands, thereby reducing costs associated with land management activities such as signage, landscaping, fencing, trash removal, and preventing trespassing on unencumbered lands. Permittees are required to assume responsibility for the land, post insurance, indemnify the department, and manage and maintain the land.

In 2013, during the interim process approved by the HHC, all RPs that complied with the terms and conditions of their permits were converted to Right-of-Entry (ROE) permits until the new RP Program was approved and adopted. ROE permits are intended for short-term dispositions prior to other longer-term arrangements and should be used on an as-needed basis for specific projects. They are not suitable for the month-to-month use of Hawaiian home lands.

With the approval of the new Revocable Permit Program, the Land Management Division (LMD) recommended that all Right-of-Entry (ROE) permits carried over from the old program, as well as those issued or renewed under the Interim Process, be converted to Revocable Permits. This is the appropriate documentation for the short-term dispositions authorized under Section 171-55, HRS, as amended

Staff have conducted site visits to all ROE Permit parcels on the South, Central and Eastern of Hawaii Islands, and confirms full compliance, and recommends converting these permits to Revocable Permits.

The table below reflects the revenue generated from ROE permits on Hawaii Island, which is almost 2.0% (\$48,920) of the ROE total revenues (\$2,565,486) that DHHL received statewide. The Eastern, Central, and Southern portions of Hawaii Island holds 12 of the 145 ROE permits Statewide. These permittees fall under a variety of land use purposes with the most being pastoral.

---

<sup>1</sup> DHHL Hawaii Island Plan – Final Report, PBR Hawaii, May 2002

<b>FY 2024</b>		Total
Agriculture	\$264	2
Caretaker/Landscape	\$1,508	2
Commercial	\$30,240	1
Community	\$240	2
Industrial	\$0	-
Office	\$0	-
Pastoral	\$17,610	5
Preservation	\$0	-
Recreation	\$0	-
Research	\$0	-
Stabling	\$0	-
	\$49,920	12

<b>FY 2025</b>		Total
Agriculture	\$264	2
Caretaker/Landscape	\$1,508	2
Commercial	\$30,240	1
Community	\$240	2
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Office	\$0	-
Pastoral	\$17,610	5
Preservation	\$0	-
Recreation	\$0	-
Research	\$0	-
Stabling	\$0	-
	\$48,920	12

LMD respectfully recommends increasing rental rates that meet the methodology as described under the new revocable permit program and deemed as necessary. Increases if applied do fluctuate to meet the methodology of calculation.

**AUTHORITY / LEGAL REFERENCE:**

§171-55, Hawaii Revised Statutes, as amended, a “permit on a month-to-month basis may continue for a period not to exceed one year from the date of issuance; provided that the commission may allow the permit to continue on a month-to-month basis for additional one-year periods.”

**RECOMMENDATION:**

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

NO.	ACRE	USE	PERMITTEE	LOCATION	TMK	Date Started	Current Annual Rent	Proposed Annual Rent	Comments: rent amount and reasons (site issues - insufficient/no infrastructure, no legal access, substandard lot size or irregular shape, etc.) why no long-term disposition
465	280.00	Pastoral	Gilbert Medeiros, Jr.	Kamaoa-Pueo	(3) 9-3-001:002(P)	2/9/1998	\$504	-	Rent is current; portion of a larger parcel that is designated for General Ag use. Insufficient infrastructure. Irregular shape.
473	2250.00	Pastoral	Dean Kanoho	Kamaoa-Pueo	(3) 9-3-001:002(P)	7/15/2004	\$3,156	-	Rent is current; portion of a larger parcel that is designated for General Ag use. Insufficient infrastructure. Irregular shape.
477	2.00	Agricultural	Guy Kanoho	Humu'uila	(3) 3-8-001:007(P)	2/26/2007	\$264	-	Rent is current; portion of a larger parcel that is designated for General Ag use.
478	300.00	Pastoral	Awana-Mattos	Honolulu	(3) 2-8-011:011 (P)	2/1/2010	\$5,220	-	Rent is current; portion of a larger parcel that is designated for General Ag use.
481	2.21	Landscape	Ginger Patch Center	Waiakea	(3) 2-2-060:001	8/2/2010	\$1,508	-	Rent is current; portion of a larger parcel that is designated for industrial use. Insufficient infrastructure. Irregular shape.
482	1.00	Community	Keaukaha Panaeewa Farmers Association	Panaeewa	(3) 2-1-025:091 (P)	2/1/2011	\$240	-	Rent is current; portion of a larger parcel that is designated for Commercial use. Insufficient infrastructure. Irregular shape.
610	5000.00	Pastoral	Native Hawaiian General Services	Kamaoa-Pueo	(3) 9-3-001:002(P)	6/1/2004	\$6,300	-	Rent is current; portion of a larger parcel that is designated for General Ag use. Insufficient infrastructure. Irregular shape.
467	326.76	Pastoral	Parnel Hanoa	Waiohinu	(3) 9-5-019:016 & 9-5-005:002	1/26/2000	\$1,488	-	Rent is current; parcel designated for General Ag Use. Insufficient infrastructure; irregular shape
692	0.620	Commercial	Connect Point Church	Waiakea	(3) 2-2-060:049	11/18/2019	\$30,240	-	Rent is current; parcel designated for industrial Use. Offering for industrial use forthcoming.
716	300.00	Caretaker	Malama Ka'Alina Hana Ka'Alina, Inc.	Keaukaha	(3) 2-1-013:001 (P)	10/1/2022	\$0	-	Rent is grants; parcel designated for Agricultural Use. Due diligence studies ongoing to offer as subsistence ag.
721	5.00	Agricultural	Ka'u Hawaiian Home Lands Association	Waiohinu	(3) 9-5-005:003 (P)	3/27/2023	\$0	-	Rent is grants; parcel designated for Agricultural Use. Due diligence studies ongoing to offer as subsistence ag.
729	10.40	Community	Hana Laulima Lahui 'O Ka'u	Waiohinu	(3) 9-5-005:003 (P)	9/26/2023	\$0	-	

\* Deneotes Beneficiary

**EXHIBIT "A"**  
**Item No. F-1**

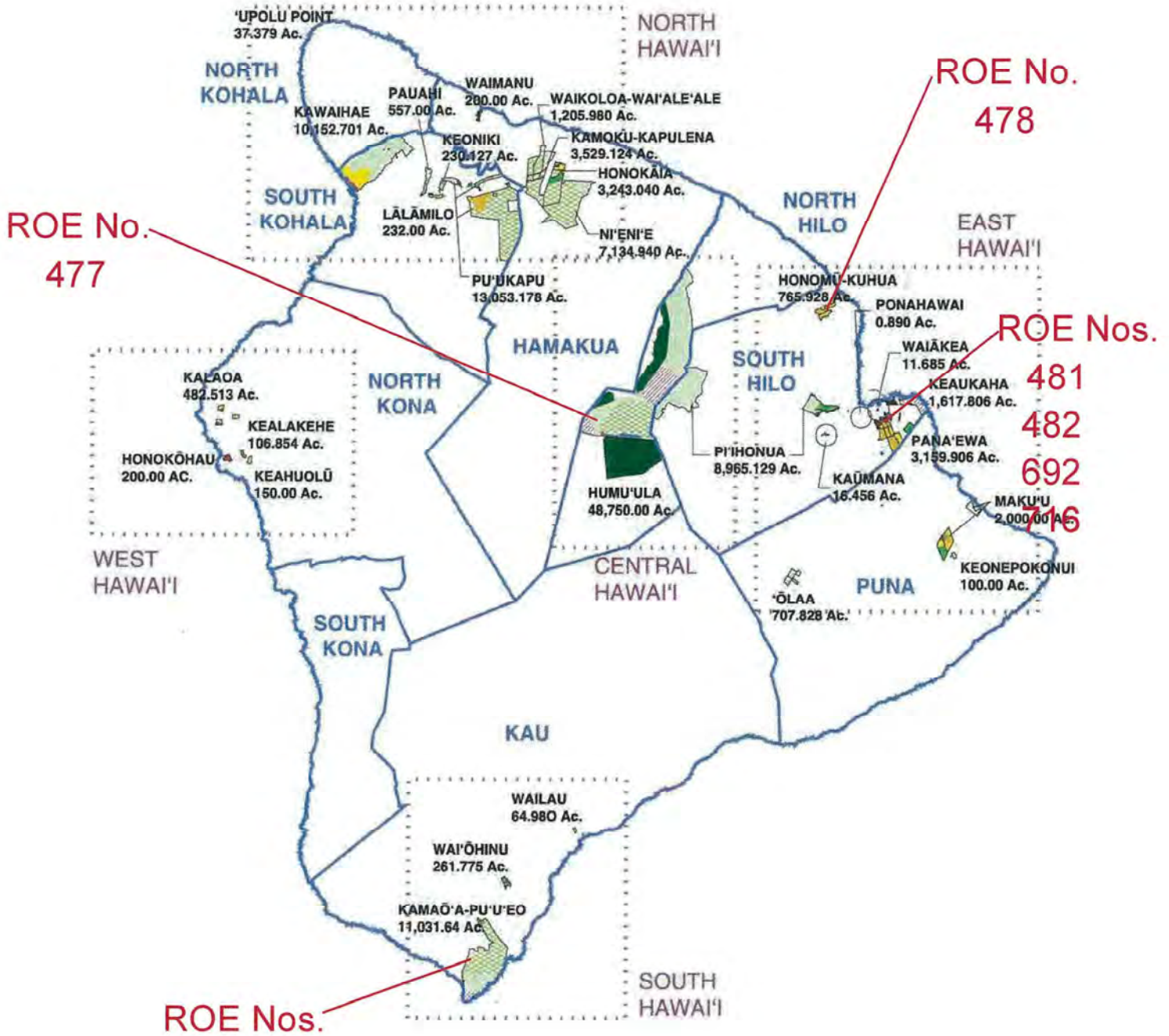


Figure 1  
 Locational Map  
**HAWAII LAND INVENTORY**  
 DEPARTMENT OF HAWAIIAN HOME LANDS ISLAND OF HAWAII

NORTH  
 NFAI SCALE (FEET)  
 0 40,000 80,000

PBR HAWAII  
 MAY 2002

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

**EXHIBIT "B"**  
**ITEM NO. F-1**

**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.: 465</b>	<b>ADDRESS:</b>	<b>BY: Kahana Albinio</b>
<b>NAME: Gilbert Medeiros, Jr.</b>	<b>TMK/ZONING: (3) 9-3-001:002(P)</b>	<b>PERMITTED USE: Pastoral</b>
<b>LOCATION: Kamaoa-Puueo</b>	<b>AREA: 280.0 Acres</b>	<b>COI/BOND: Compliant</b>
<b>RENTAL CURRENT: Current</b>	<b>DCCA COMPLIANT: N/A</b>	<b>DATE: 9/9/2024</b>

Department of Hawaiian Home Lands

ITEM		ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:					
1. Repair/Painting		N/A			
2. Fence or wall		N/A			
3. Site work		N/A			
4. Tenant sign(s)		N/A			
5. Other Information					
GENERAL					
1. Landscaping		N/A			
2. Housekeeping		N/A			
3. Parking/Driveway		N/A			
4. Land Use Compliance		N/A			
5. Environmental Compliance Concerns		N/A			
6. Other Information					
SUBLESSEE(S) OF RECORD					



**PROPERTY INSPECTION REPORT**

<b>GL/LI/ROE/ RP NO.:</b> 473	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Dean Kaniho	<b>TMK/ZONING:</b> (3) 9-3-001:002(P)	<b>PERMITTED USE:</b> Pastoral
<b>LOCATION:</b> Kamaoa-Puueo	<b>AREA:</b> 2250.0 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				





**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.:</b> 477	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Guy Kaniho	<b>TMK/ZONING:</b> (3) 3-8-001:007(P)	<b>PERMITTED USE:</b> Agricultural
<b>LOCATION:</b> Humu'ula	<b>AREA:</b> 2.0 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				

Department of Hawaiian Home Lands



**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.:</b> 478	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Awana-Mattos	<b>TMK/ZONING:</b> (3) 2-8-011:011 (p)	<b>PERMITTED USE:</b> Pastoral
<b>LOCATION:</b> Honomu	<b>AREA:</b> 300.0 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
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3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				



**PROPERTY INSPECTION REPORT**

<b>GL/LI/ROE/ RP NO.:</b> 481	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Ginger Patch Center	<b>TMK/ZONING:</b> (3) 2-2-060:001	<b>PERMITTED USE:</b> Landscape
<b>LOCATION:</b> Waiakea	<b>AREA:</b> 2.21 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				



**PROPERTY INSPECTION REPORT**

<b>GL/LI/ROE/RP NO.:</b> 482	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Keaukaha Panaewa Farmers Association	<b>TMK/ZONING:</b> (3) 2-1-025:091 (p)	<b>PERMITTED USE:</b> Community
<b>LOCATION:</b> Panaewa	<b>AREA:</b> 1.0 Acre	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
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3. Site work	N/A			
4. Tenant sign(s)	N/A			
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4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				





Māori ōhanga  
Māori Means  
More Than Earns

Panat'ewa Farmers  
Market

**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.: 610</b>	<b>ADDRESS:</b>	<b>BY: Kahana Albinio</b>
<b>NAME: Native Hawaiian General Services</b>	<b>TMK/ZONING: (3) 9-3-001:002(P)</b>	<b>PERMITTED USE: Pastoral</b>
<b>LOCATION: Kamaoa-Puueo</b>	<b>AREA: 5000.0 Acres</b>	<b>COI/BOND: Compliant</b>
<b>RENTAL CURRENT: Current</b>	<b>DCCA COMPLIANT: N/A</b>	<b>DATE: 9/9/2024</b>

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				

Department of Hawaiian Home Lands



**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.:</b> 467	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Parnel Hanoa	<b>TMK/ZONING:</b> (3) 9-5-019:016 & 9-5-005:002	<b>PERMITTED USE:</b> Pastoral
<b>LOCATION:</b> Waiohinu	<b>AREA:</b> 326.76 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				



**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.: 692</b>	<b>ADDRESS:</b>	<b>BY: Kahana Albinio</b>
<b>NAME: Connect Point Church</b>	<b>TMK/ZONING: (3) 2-2-060:049</b>	<b>PERMITTED USE: Commercial</b>
<b>LOCATION: Waiakea</b>	<b>AREA: 0.620 Acres</b>	<b>COI/BOND: Compliant</b>
<b>RENTAL CURRENT: Current</b>	<b>DCCA COMPLIANT: N/A</b>	<b>DATE: 9/9/2024</b>

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				

  
**CONNECT POINT CHURCH**



**PROPERTY INSPECTION REPORT**

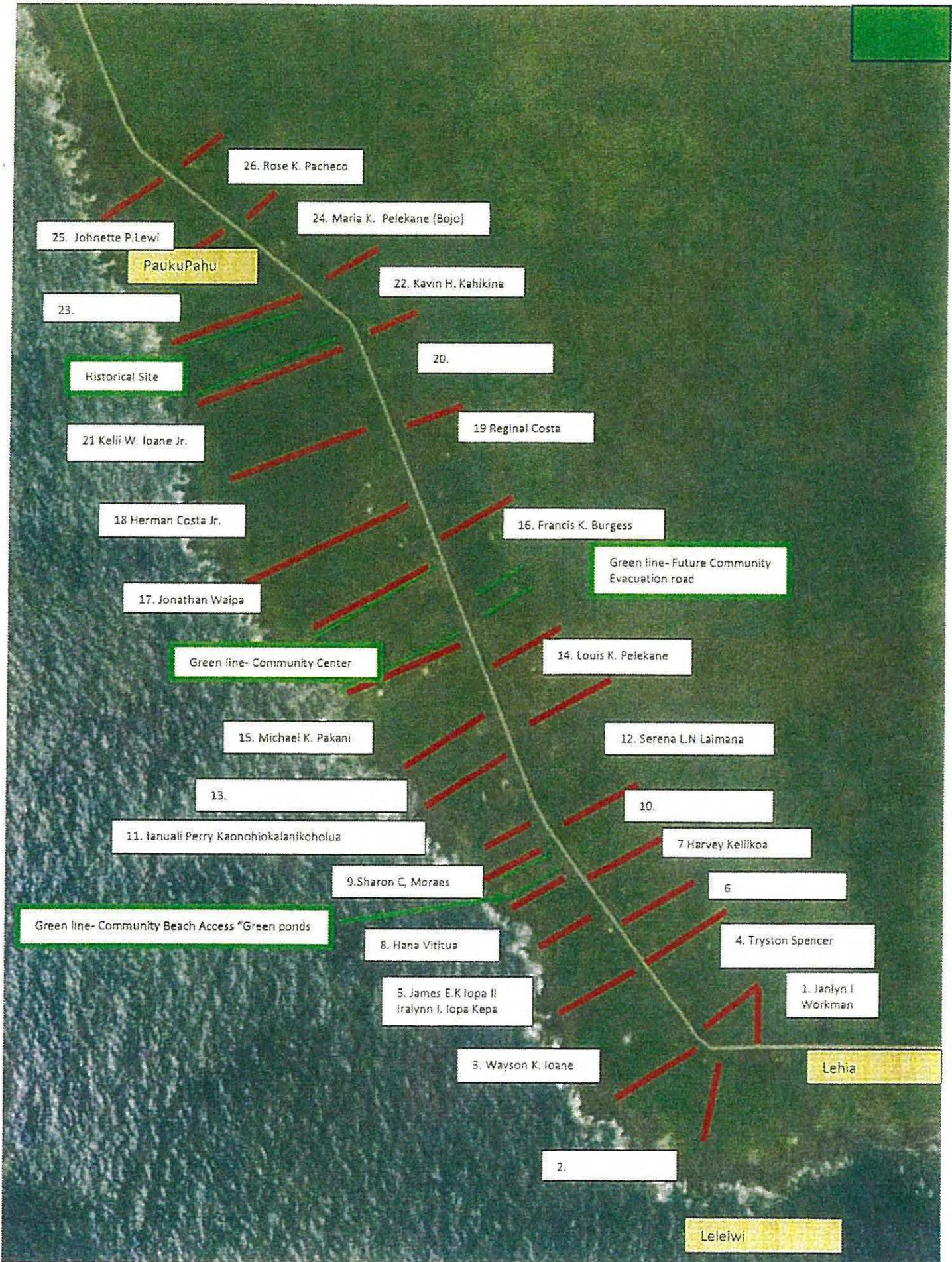
<b>GL/LI(ROE)RP NO.:</b> 716	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Malama Ka'Aina Hana Ka'Aina, Inc.	<b>TMK/ZONING:</b> (3) 2-1-013:001 (p)	<b>PERMITTED USE:</b> Caretaker
<b>LOCATION:</b> Keaukaha	<b>AREA:</b> 300.0 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				

Department of Hawaiian Home Lands



# King's Landing. M.A.H.A Residential Map

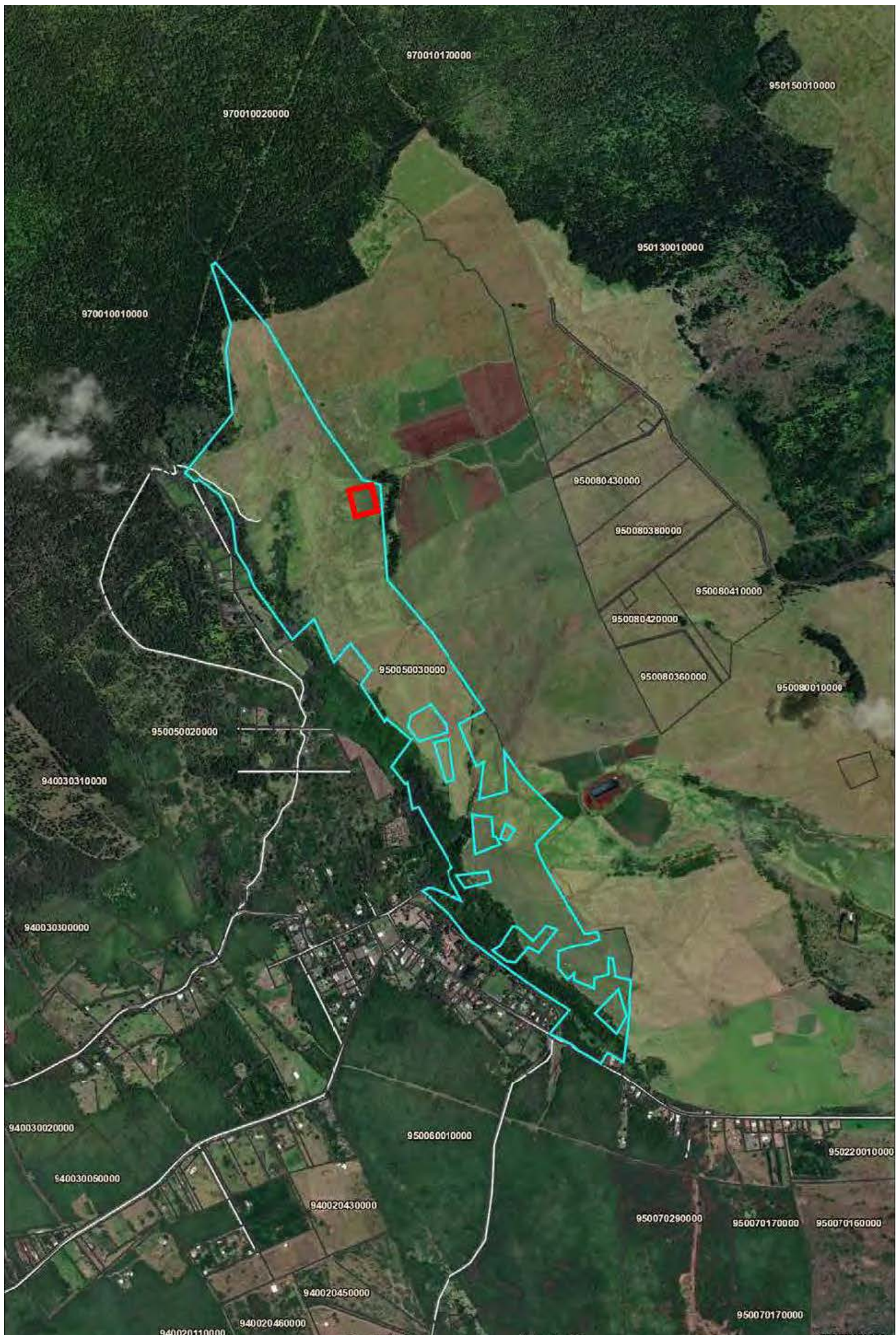


**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.:</b> 721	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Ka'u Hawaiian Home Lands Association	<b>TMK/ZONING:</b> (3) 9-5-005:003 (p)	<b>PERMITTED USE:</b> Agriculture
<b>LOCATION:</b> Waiohinu	<b>AREA:</b> 5.0 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				



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**PROPERTY INSPECTION REPORT**

<b>GL/LI(ROE)RP NO.:</b> 729	<b>ADDRESS:</b>	<b>BY:</b> Kahana Albinio
<b>NAME:</b> Hana Lalima Lahui 'O Ka'u	<b>TMK/ZONING:</b> (3) 9-5-005:003 (p)	<b>PERMITTED USE:</b> Caretaker
<b>LOCATION:</b> Waiohinu	<b>AREA:</b> 10.4 Acres	<b>COI/BOND:</b> Compliant
<b>RENTAL CURRENT:</b> Current	<b>DCCA COMPLIANT:</b> N/A	<b>DATE:</b> 9/9/2024

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
<b>BUILDINGS, IMPROVEMENTS &amp; OPERATIONS:</b>				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Information				
<b>GENERAL</b>				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns	N/A			
6. Other Information				
<b>SUBLESSEE(S) OF RECORD</b>				



STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator  
Land Management Division  $\swarrow$   $\mathcal{A}$  for

From: Peter “Kahana” Albinio, Jr., Income Properties Manager  
Land Management Division  $\swarrow$   $\mathcal{A}$

Subject: Approval to Authorize Land Management Division (LMD) to negotiate a Developer’s Agreement in accordance with HRS 171.36.5, for the prospective Extension of Lease Term to General Lease No. 202, Prince Kuhio Plaza, LLC, Waiakea, Hawaii, Island, TMK No. (3) 2-2-047:006: 066: & :073

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (“HHC”) grant its approval to authorize LMD to negotiate a Development Agreement for the prospective Extension of Lease Term and modification of the ground lease rent, as authorized under **§171-36.5 Commercial, industrial, resort, mixed-use, or government leases; extension of term**, Hawaii Revised Statutes (“HRS”), as amended, so that the aggregate of the original sixty-five (65)-year term and the extended 40-year term span a total of one hundred five (105) years, for GL No. 202, located within the Waiakea, Island of Hawaii.

Under HRS § 171-36.5, the Commission may extend the rental period of a commercial lease upon its approval of a Development Agreement proposed by the lessee or by the lessee and developer to make substantial improvements to the existing improvements. LMD requests the Commission to authorize the negotiation of a Development Agreement with the current lessee Prince Kuhio Plaza, LLC to facilitate a prospective extension of GL No. 202 as authorized under HRS § 171-36.5.

The prospective extension of lease term will be subject to the following conditions:

1. After a Development Agreement is negotiated with LMD, lessee or the lessee and developer shall submit plans and specifications to the Commission for the total development as proposed to determine:
  - (a) Whether the development proposed in the development agreement is of sufficient worth and value to justify the extension of the lease;
  - (b) The estimated period of time necessary to complete the improvements and expected date of completion of the improvements;

- (c) The minimum revised annual rent based on the fair market value of the lands to be developed, as determined by an appraiser for the Commission and, if deemed appropriate by an appraiser, the appropriate percentage of rent where gross receipts exceed a specified amount.

No lease extension shall be approved until the Commission and the lessee or the lessee and developer mutually agree to the terms and conditions of the development agreement.

- 2. No construction shall commence until the lessee or the lessee and developer have filed with DHHL a sufficient bond conditioned upon the full and faithful performance of all the terms and conditions of the development agreement.
- 3. Any extension of a lease pursuant to this section shall be based upon the substantial improvements to be made and shall be for a period no longer than forty (40) years. No lease shall be transferable or assignable throughout the first ten years of the extended term, except by devise, bequest, intestate succession, a collateral assignment of lease or other security granted to a leasehold mortgagee in connection with leasehold financing by a lessee, a change in direct ownership of less than fifty per cent of a lessee that is a company or entity, a change in indirect ownership of a lessee that is a company or entity, or by operation of law. The prohibition on assignments and transfer of leases shall include a prohibition on conveyances of leases. During subsequent periods of the extended term of the lease, the lease may be assigned or transferred, subject to approval by the Hawaiian Homes Commission.
- 4. The applicant for a lease extension shall pay all costs and expenses incurred by the department in connection with processing, analyzing, or negotiating any lease extension request, lease document, or development agreement under this section; and
- 5. "Substantial improvements" means any renovation, rehabilitation, reconstruction, or construction of existing improvements, including minimum requirements for off-site and on-site improvements, the cost of which equals or exceeds thirty percent of the market value of the existing improvements, that the lessee or the lessee and developer installs, constructs, and completes by the date of completion of the total development.

**DISCUSSION:**

**Pertinent GL Information:**

General Lessee:	Prince Kuhio Plaza, LLC (“PKP”)
Location:	Hilo, Hawaii Island
TMK No./Land Area:	(3) 2-2-047:006, :066, & :076 (See Exhibit “A”)
Land Area:	38.975 Acres (1,697,765 sq.ft.)
Term:	Sixty-five (65) years; 10/1/1977 – 09/30/2042
Rent:	Annaul Rent                      \$884,931.15 = \$292,792.44 (base rent) +

\$592,138.71(additional ground rent)

Zoning Designation: Industrial-Commercial Mixed Use (MCX)

Character of Use Shopping Mall

In September 2022, LMD presented an informational submittal under Agenda Item No. F-5 (see attached Exhibit “B”). This outlined the Lessee’s intent to request a lease extension in accordance with ACT 236, enacted by the 2021 Hawaii Legislature, which amends Section 171-36.5 of the Hawaii Revised Statutes regarding lease restrictions.

If the motion recommended in this submittal is approved, LMD staff will proceed with negotiations based on the terms and conditions outlined in HRS 171-36.5. Once all necessary information is obtained and requirements are met, LMD will submit a request to the Commission for approval of the Development Agreement and prospective lease extension.

AUTHORIZATION

Act 236, enacted into law by the 2021 Hawaii Legislature, amends Section 171-36.5, Hawaii Revised Statutes, relating to Lease restriction; generally, §171-36.5, Hawaii Revised Statutes, as amended, allows for extension to a lease term.

Section 204-(a)(2) of the Hawaiian Homes Commission Act, 1920, as amended, reads in part “in the management of any retained available lands not required for leasing under Section 207(a), the Department may dispose of those lands or any improvement thereon to the public, including native Hawaiians on the same terms, conditions, restrictions and uses applicable to the disposition of public lands as provided in Chapter 171, Hawaii Revised Statutes, provided that the Department may not sell such lands or dispose of such lands in fee simple except as authorized in Section 205 of this Act.”

Section 10-4-1 of the Department Administrative Rules, as amended, states in part that “...The department may lease, license or otherwise deal with any available lands as may not be immediately needed for the purposes of the Act as provided by Section 204(a)(2) of the act and Chapter 171, HRS, upon such terms and conditions it may deem fair reasonable.”

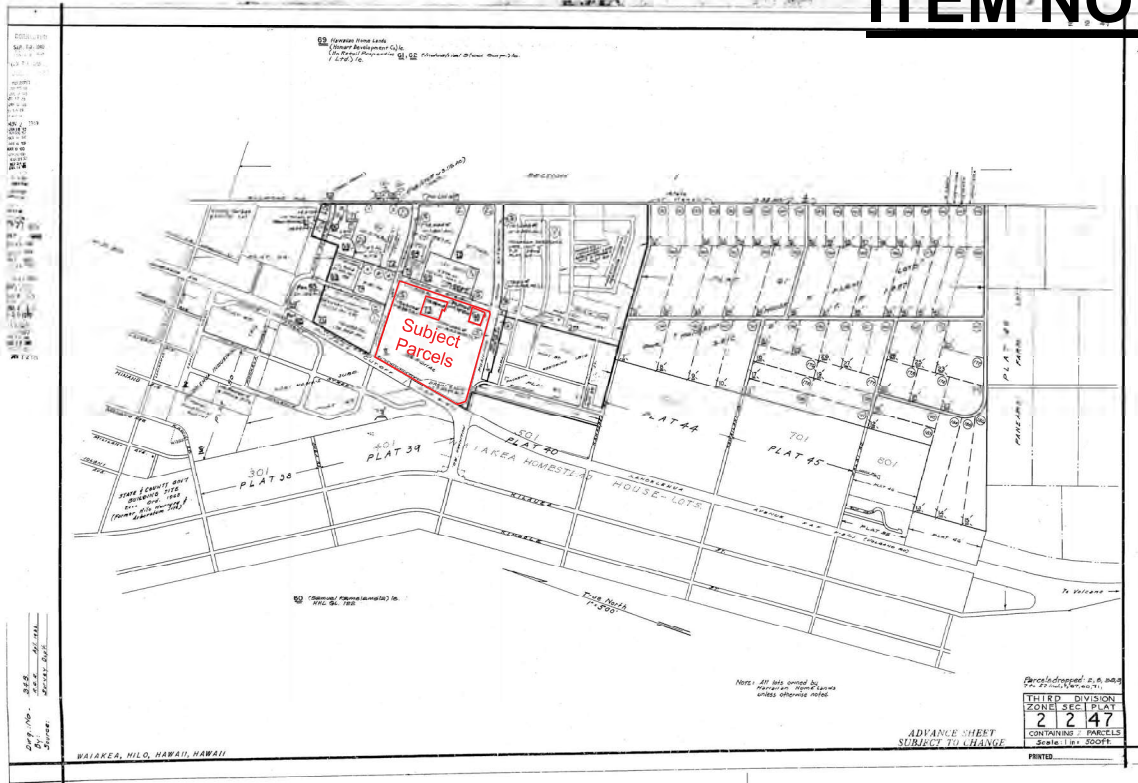
RECOMMENDATION

Land Management Division respectfully recommends approval of the requested motion/action as stated.



# EXHIBIT "A"

## ITEM NO. F-2



# EXHIBIT "B"

## ITEM NO. F-2

### DISCUSSION

Commissioner Awo stated he understands that the ask is for a long-term disposition with a commitment to do the environmental assessment later. B. Hall stated they understand the practice is to complete Chapter 343 prior to any land disposition. The intent is to complete that, and they are hopeful of achieving a preliminary general lease award, a pledge, or strong support from the Commission that they like what they see. They want a general lease disposition sooner than later. They want the opportunity that the two organizations had in 2010 to get the general lease. If this body has changed the policy, then the association is obligated to follow the policy, but if it is within the Commission's discretion to offer the general lease to the association now, the association will take it.

Commissioner Teruya asked if they were in a due diligence mode to get the preliminary disposition. B. Hall stated ever since they received the right of entry back in 2019, that put the association in a due diligence process. She stated the expiration date for the ROE is December 2022, and in January 2023, the association wants to move forward on another ROE or do a full presentation in November to obtain a preliminary general lease disposition.

K. Albinio stated finalizing the environmental assessment was one of the conditions the association had to accomplish, and they have not finished it yet but are going through it.

S. Matsunaga stated they are currently constructing Waiohuli Phase 2A and waiting for the county and state approval to break ground on the project. Phase 2B is in design and going out to bid next year. It is in a different area from the WHHA's proposal. S. Matsunaga stated he is curious about what the water program could be. He stated that LDD is looking for other water sources in the upcountry area because DHHL has 5,000 acres there. He stated the Department needs to start thinking about that and are willing to collaborate with the resources the community has and what the Department has. He thinks it is good to work with the Planning Office to look at the EMI sources and additional Well sources, including what the Waiohuli Association is looking at.

The Department has an agreement with the county with half a million gallons of the source. There are 200 lots in UI development, and he thinks that would exhaust the resource.

**Public testimony by Kamaile Makekai:** She stated she is one of the original landowners of Keokeo-Waiohuli. She asked if the Commission is aware that the underground pu'u that flows from the top of the mountain to Kaho'olawe is not stable. She asked why the association was asking for a lease from people who do not own the land. Chair Aila stopped her and stated that it was a jurisdictional issue and the venue for this was the land court.

**ITEM F-5 For Information Only – Implementation of Act 236 SLH 2021 and request for extension of General Lease No. 202, Prince Kuhio Plaza, LLC, Waiakea, Hawai'i Island, TMK: (3) 2-2-047:006: 066: & :073**

### RECOMMENDED MOTION/ACTION

None. For Information Only. Acting Land Management Division Administrator Kahana Albinio presented the following:

- Background regarding the Department's implementation of Act 236, SLH 2021
  - July 6, 2021, became law without the Governor's signature, pursuant to Article III, §16, State Constitution (see exhibit A)

- September 6, 2022, Prince Kuhio Plaza Ground Lease Extension Application (Exhibit B)
- Lease extension for General Lease 202. (Current status)
  - TMK (3) 2-2-047:006: 066: & :073
  - 38.975 acres: (1,697,765 sq. ft.)
  - Sixty-five (65) years: 10/1/1977 to 9/30/2042
  - Annual Rent: \$713,660.47 = \$292,792.50 (base rent) + \$420,867.97 (additional ground rent)
  - Zoning Designation: Industrial-Commercial Mixed Use (MCX)
  - The character of Use: Shopping Mall

The General Manager of the Prince Kuhio Plaza, Daniel Kea, offered a slide presentation.

When the larger retailers want to make several millions of dollars of investment to build, they want to amortize that across multiple years, but with the limited lease term, PKP is not able to do that, and that is why they are asking for a 40-year extension.

Note: Slide presentation attached.

#### DISCUSSION

Commissioner Neves asked what their plans for improvement are and what kind of development they are looking at. D. Kea stated there is a development plan, \$9 million for construction buildout and tenant spaces, and most of them are inline. Chair Aila asked what is inline versus the opposite. D. Kea stated inline means anything where you are walking inside the mall, and you see those spaces inside. Out parcels would be like the Hilo Hattie building, which is a separate building. A second development plan is a parcel restaurant.

Commissioner Kaleikini asked if there would be more discussion on the implementation of Act 236. K. Albinio stated he understands that the Attorney General's office is of the opinion that the Department does not need concurrence from the Department of Interior (DOI) because it is an amendment to the revised statute 171.

Commissioner Ka`upu stated he is in favor of the extension that is sought on the lease. K. Albinio stated it would be the first one we would be venturing into. Chair Aila stated it is also the first one that the Department anticipates getting an application for if we do not have one.

Commissioner Ka`upu stated there is a risk that the user/tenant is taking because the Commission is asserting to grant an extension which, in theory, could be challenged, but the user is willing to put money down to reserve and assert this benefit. Chair Aila stated he would agree in terms of the briefing received.

DAG Lambert stated there is a different section, not the one created by this law. Section 171-3.6, which was amended 2-years ago, specifically limits general leases to 65-year terms. The Legislature amended it to allow for an aggregate of 75 years, allowing for ten more years on general leases. The Department of Interior took a look at this bill and stated for DHHL to use it, regardless of the fact that it was an amendment to Chapter 171 and not the Hawaiian Homes Commission Act; DOI stated it is subject to their concurrence. For DHHL to use Chapter 171-3.6 as amended, it needed to go to Congress for concurrence. The Attorney General's office disagreed with that. That is what the reference to DOI means.

As far as Act 236 goes, it may have passed without DOI realizing that it actually allows for a much longer term than 75 years. There are different conditions in the way that it is drafted, so it is not just a real extension. There must be approval of a development agreement proposed by the lessee or developer for substantial improvements to the existing improvements. It is not just a general lessee asking for an extension to do what they have been doing all the time. There must be much more to it, according to what was passed in this particular Act. There was no action by the local DOI.

Chair Aila stated the Department is not in agreement with the DOI, but it is in agreement with the Attorney General's advice that the consent of Congress is not required in this case because the land disposition law will change and not the Hawaiian Homes Commission Act.

DAG Lambert stated this is for informational purposes only, but she advised going into executive session because the Commission is going into things that probably should not be discussed in open session.

Commissioner Awo asked about internet shopping and its impact on retail and how it affects WHHA to stay viable. D. Kea stated they had done cross-development with more green space and more lifestyle stuff like entertainment and fitness. He stated they have also looked at brick-and-mortar stores so people can return items bought online at the brick-and-mortar store instead of shipping them. He stated they are actually up sales-wise.

## **LAND DEVELOPMENT DIVISION**

**ITEM E-3 For Information Only – Progress Report on Honokowai Water System Improvements and Draft Environmental Assessment, District of Lahaina, Maui Island, Hawai'i; TMK Nos. (2) 4-4-002:008 (por.), 009 (por.), 010 (por.), 012 (por.), 016 (por.), 018 (por.), (2) 4-4-003:013 (por.), and (2) 4-4-004:002 (por.)**

### RECOMMENDED MOTION/ACTION

None. For Information Only. Acting Land Development Division Administrator Stewart Matsunaga presented the following:

S. Matsunaga stated the intent is to come back to the Commission with the draft environmental assessment in early 2023, which is subject to the archaeological survey which is going on now. Since the Commission meeting is on Maui, he felt it appropriate to share this with the Commission and the community. He stated Item E-5 touches on the location of the Water System. After Items E-4 and E-5, the PowerPoint can be shown.

### DISCUSSION

**Public testimony** by Kamaile Makekau. She stated assuming DHHL owned the land in 1986, and there was a Circuit Court decision with Meyer Urioka and her family, the Paki family. She stated, according to that meeting it states that "any and all conflict that is opposed on this property, (indiscernible)" she stated there is a promissory note that is a public record stating, "the Makekau/Paki family owns this land, and it cannot be resolute." K. Makekau read from the documents she held.

Chair Aila relayed to K. Makekau that the item being discussed is the water system improvement. She stated she was getting to that. With regards to what she was reading, Chair Aila stated it is a piece of property, that is, kuleana, which is in the middle of the Department's property, so this

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

September 19-20, 2022

To: Chairman and Members, Hawaiian Homes Commission

From: Peter “Kahana” Albinio Jr., Acting Administrator  
Land Management Division *KA*

Subject: For Information Only – Implementation of Act 236 SLH 2021 and request for extension of General Lease No. 202, Prince Kuhio Plaza, LLC, Waiakea, Hawaii Island, TMK No. (3) 2-2-047:006: 066: & :073

RECOMMENDED MOTIO/ACTION:

None; For Information Only

BACKGROUND INFORMATION

The purpose of this informational briefing is to provide the Hawaiian Homes Commission (“HHC”) with 1) background regarding the departments implementation of Act 236, SLH 2021 and 2) GL 202 request for lease extension.

The following is a chronology of the significant events to date:

July 6, 2021	Became law on July 6, 2021, without the Governor’s signature, pursuant to Art. III, §16, State Constitution.). (See Exhibit “A”)
September 6, 2022	Prince Kuhio Plaza Ground Lease Extension Application. (See Exhibit “B”)
	Power Point Presentation by Mr. Daniel Kea, General Manager, PKP (See Exhibit “C”)

CURRENT STATUS:

General Lessee: Prince Kuhio Plaza, LLC

Location: Hilo, Hawaii Island

TMK No./Land Area: (3) 2-2-047:006, :066, & :076

Land Area: 38.975 Acres (1,697,765 sq.ft.)

September 2022

Term: Sixty-five (65) years; 10/1/1977 – 09/30/2042

Rent: Annual Rent \$713,660.47 = \$292,792.50 (base rent) +  
\$420,867.97 (additional  
ground rent)

Zoning Designation: Industrial-Commercial Mixed Use (MCX)

Character of Use Shopping Mall

**Exhibit "A"**  
**Item No. F-5**

**ACT 236**

H.B. NO. 499

A Bill for an Act Relating to Lease Extensions on Public Land.

*Be It Enacted by the Legislature of the State of Hawaii:*

SECTION 1. The legislature finds that many of the leases for commercial, industrial, resort, mixed-use, and government properties on public land

statewide may be nearing the end of the lease term. Faced with the uncertainty of continued tenancy, lessees have little incentive to make major investments in infrastructural improvements and ensure the long-term maintenance of the facilities. As a result, the infrastructure on these properties has been deteriorating.

The legislature finds that business lessees typically sell or assign their leases that are nearing the end of the lease terms at a discount. The legislature further finds that it would be unfair to the prior assignors of the leases if the State granted extensions of leases that previously could not be extended under existing law or lease terms to the newly assigned lessees who acquired their leases at a discount due to short remaining lease terms.

The purpose of this Act is to authorize the board of land and natural resources to extend commercial, industrial, resort, mixed-use, or government leases, other than those to which the University of Hawaii is a party, that have not been sold or assigned within the last ten years, for lessees who commit to substantial improvement to the existing improvements.

SECTION 2. Chapter 171, Hawaii Revised Statutes, is amended by adding a new section to part II to be appropriately designated and to read as follows:

**“§171- Commercial, industrial, resort, mixed-use, or government leases; extension of term.** (a) Notwithstanding section 171-36, for leases that have not been assigned or transferred within ten years prior to receipt of an application for a lease extension submitted pursuant to this section, the board may extend the rental period of a lease of public lands for commercial use, industrial use, resort use, mixed-use, or government use upon the board’s approval of a development agreement proposed by the lessee or by the lessee and developer to make substantial improvements to the existing improvements. For the purposes of this subsection, “assigned or transferred” shall not include:

- (1) A sale or change in ownership of a lessee that is a company or entity; or
  - (2) A collateral assignment of lease or other security granted to a leasehold mortgagee in connection with leasehold financing by a lessee.
- (b) Before entering into a development agreement, the lessee or the lessee and developer shall submit to the board the plans and specifications for the total development proposed. The board shall review the plans and specifications and determine:
- (1) Whether the development proposed in the development agreement is of sufficient worth and value to justify the extension of the lease;
  - (2) The estimated period of time necessary to complete the improvements and expected date of completion of the improvements; and
  - (3) The minimum revised annual rent based on the fair market value of the lands to be developed, as determined by an appraiser for the board and, if deemed appropriate by an appraiser, the appropriate percentage of rent where gross receipts exceed a specified amount.

No lease extension shall be approved until the board and the lessee or the lessee and developer mutually agree to the terms and conditions of the development agreement.

(c) No construction shall commence until the lessee or the lessee and developer have filed with the board a sufficient bond conditioned upon the full and faithful performance of all the terms and conditions of the development agreement.

(d) Any extension of a lease pursuant to this section shall be based upon the substantial improvements to be made and shall be for a period no longer than forty years. No lease shall be transferable or assignable throughout the first



ten years of the extended term, except by devise, bequest, intestate succession, a collateral assignment of lease or other security granted to a leasehold mortgagee in connection with leasehold financing by a lessee, a change in direct ownership of less than fifty per cent of a lessee that is a company or entity, a change in indirect ownership of a lessee that is a company or entity, or by operation of law. The prohibition on assignments and transfer of leases shall include a prohibition on conveyances of leases. During subsequent periods of the extended term of the lease, the lease may be assigned or transferred, subject to approval by the board.

(e) The applicant for a lease extension shall pay all costs and expenses incurred by the department in connection with processing, analyzing, or negotiating any lease extension request, lease document, or development agreement under this section.

(f) As used in this section:

“Government use” means a development undertaken under a lease held by any agency or department of the State or its political subdivisions other than the University of Hawaii or any department, agency, or administratively attached entity of the University of Hawaii system.

“Mixed-use” means a development that combines two or more of the following uses in a single project: commercial use, resort use, multifamily residential use, or government use.

“Resort use” means a development that:

- (1) Provides transient accommodations as defined in section 237D-1 and related services, which may include a front desk, housekeeping, food and beverage, room service, and other services customarily associated with transient accommodations; and
- (2) Where at least seventy-five per cent of the living or sleeping quarters are used solely for transient accommodations for the term of any lease extension.

“Substantial improvements” means any renovation, rehabilitation, reconstruction, or construction of existing improvements, including minimum requirements for off-site and on-site improvements, the cost of which equals or exceeds thirty per cent of the market value of the existing improvements, that the lessee or the lessee and developer installs, constructs, and completes by the date of completion of the total development.”

SECTION 3. New statutory material is underscored.<sup>1</sup>

SECTION 4. This Act shall take effect upon its approval.

(Became law on July 6, 2021, without the Governor’s signature, pursuant to Art. III, §16, State Constitution.)

**Note**

1. Edited pursuant to HRS §23G-16.5.

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# A BILL FOR AN ACT

RELATING TO LEASE EXTENSIONS ON PUBLIC LAND.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that many of the leases  
2 for commercial, industrial, resort, mixed-use, and government  
3 properties on public land statewide may be nearing the end of  
4 the lease term. Faced with the uncertainty of continued  
5 tenancy, lessees have little incentive to make major investments  
6 in infrastructural improvements and ensure the long-term  
7 maintenance of the facilities. As a result, the infrastructure  
8 on these properties has been deteriorating.

9           The legislature finds that business lessees typically sell  
10 or assign their leases that are nearing the end of the lease  
11 terms at a discount. The legislature further finds that it  
12 would be unfair to the prior assignors of the leases if the  
13 State granted extensions of leases that previously could not be  
14 extended under existing law or lease terms to the newly assigned  
15 lessees who acquired their leases at a discount due to short  
16 remaining lease terms.



1           The purpose of this Act is to authorize the board of land  
2 and natural resources to extend commercial, industrial, resort,  
3 mixed-use, or government leases, other than those to which the  
4 University of Hawaii is a party, that have not been sold or  
5 assigned within the last ten years, for lessees who commit to  
6 substantial improvement to the existing improvements.

7           SECTION 2. Chapter 171, Hawaii Revised Statutes, is  
8 amended by adding a new section to part II to be appropriately  
9 designated and to read as follows:

10           "§171- Commercial, industrial, resort, mixed-use, or  
11 government leases; extension of term. (a) Notwithstanding  
12 section 171-36, for leases that have not been assigned or  
13 transferred within ten years prior to receipt of an application  
14 for a lease extension submitted pursuant to this section, the  
15 board may extend the rental period of a lease of public lands  
16 for commercial use, industrial use, resort use, mixed-use, or  
17 government use upon the board's approval of a development  
18 agreement proposed by the lessee or by the lessee and developer  
19 to make substantial improvements to the existing improvements.  
20 For the purposes of this subsection, "assigned or transferred"  
21 shall not include:



1       (1) A sale or change in ownership of a lessee that is a  
2           company or entity; or

3       (2) A collateral assignment of lease or other security  
4           granted to a leasehold mortgagee in connection with  
5           leasehold financing by a lessee.

6       (b) Before entering into a development agreement, the  
7       lessee or the lessee and developer shall submit to the board the  
8       plans and specifications for the total development proposed.

9       The board shall review the plans and specifications and  
10       determine:

11       (1) Whether the development proposed in the development  
12           agreement is of sufficient worth and value to justify  
13           the extension of the lease;

14       (2) The estimated period of time necessary to complete the  
15           improvements and expected date of completion of the  
16           improvements; and

17       (3) The minimum revised annual rent based on the fair  
18           market value of the lands to be developed, as  
19           determined by an appraiser for the board and, if  
20           deemed appropriate by an appraiser, the appropriate



1 percentage of rent where gross receipts exceed a  
2 specified amount.

3 No lease extension shall be approved until the board and  
4 the lessee or the lessee and developer mutually agree to the  
5 terms and conditions of the development agreement.

6 (c) No construction shall commence until the lessee or the  
7 lessee and developer have filed with the board a sufficient bond  
8 conditioned upon the full and faithful performance of all the  
9 terms and conditions of the development agreement.

10 (d) Any extension of a lease pursuant to this section  
11 shall be based upon the substantial improvements to be made and  
12 shall be for a period no longer than forty years. No lease  
13 shall be transferable or assignable throughout the first ten  
14 years of the extended term, except by devise, bequest, intestate  
15 succession, a collateral assignment of lease or other security  
16 granted to a leasehold mortgagee in connection with leasehold  
17 financing by a lessee, a change in direct ownership of less than  
18 fifty per cent of a lessee that is a company or entity, a change  
19 in indirect ownership of a lessee that is a company or entity,  
20 or by operation of law. The prohibition on assignments and  
21 transfer of leases shall include a prohibition on conveyances of



1 leases. During subsequent periods of the extended term of the  
2 lease, the lease may be assigned or transferred, subject to  
3 approval by the board.

4 (e) The applicant for a lease extension shall pay all  
5 costs and expenses incurred by the department in connection with  
6 processing, analyzing, or negotiating any lease extension  
7 request, lease document, or development agreement under this  
8 section.

9 (f) As used in this section:

10 "Government use" means a development undertaken under a  
11 lease held by any agency or department of the State or its  
12 political subdivisions other than the University of Hawaii or  
13 any department, agency, or administratively attached entity of  
14 the University of Hawaii system.

15 "Mixed-use" means a development that combines two or more  
16 of the following uses in a single project: commercial use,  
17 resort use, multifamily residential use, or government use.

18 "Resort use" means a development that:

19 (1) Provides transient accommodations as defined in  
20 section 237D-1 and related services, which may include  
21 a front desk, housekeeping, food and beverage, room



1           service, and other services customarily associated  
2           with transient accommodations; and  
3       (2) Where at least seventy-five per cent of the living or  
4           sleeping quarters are used solely for transient  
5           accommodations for the term of any lease extension.

6           "Substantial improvements" means any renovation,  
7 rehabilitation, reconstruction, or construction of existing  
8 improvements, including minimum requirements for off-site and  
9 on-site improvements, the cost of which equals or exceeds  
10 thirty per cent of the market value of the existing  
11 improvements, that the lessee or the lessee and developer  
12 installs, constructs, and completes by the date of completion of  
13 the total development."

14           SECTION 3. New statutory material is underscored.

15           SECTION 4. This Act shall take effect upon its approval.



# H.B. NO. 499

H.D. 2  
S.D. 2  
C.D. 1

**Report Title:**

Public Lands; Lease Extension; Development Agreement

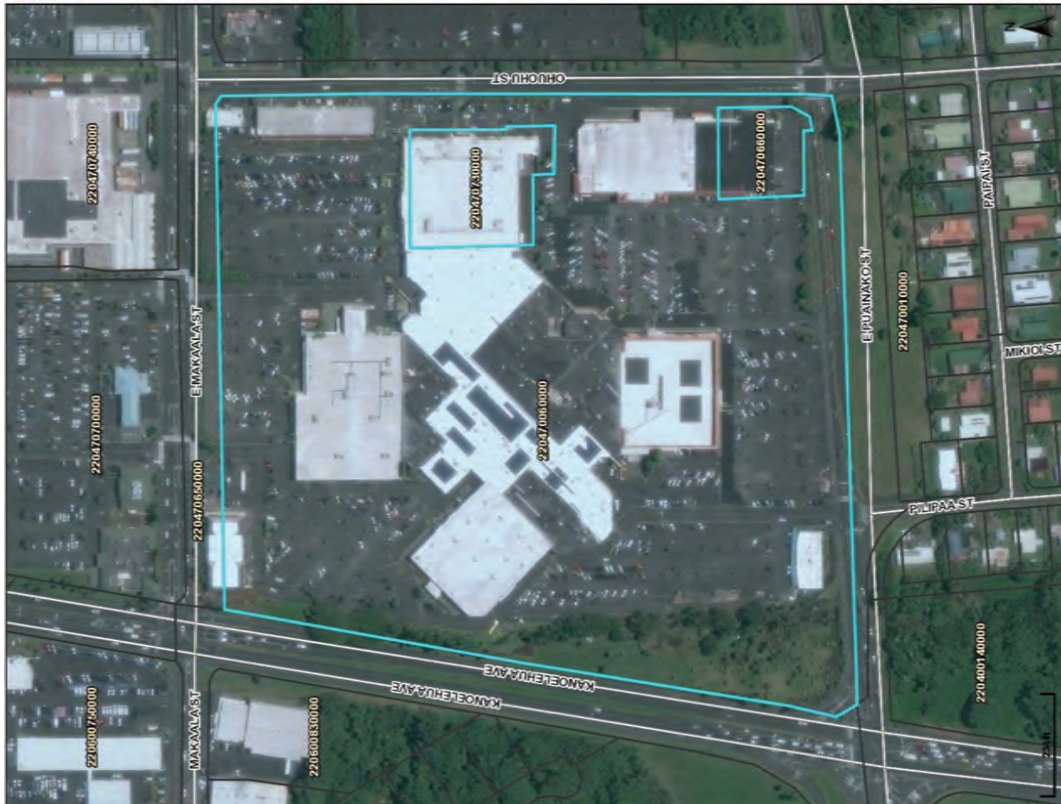
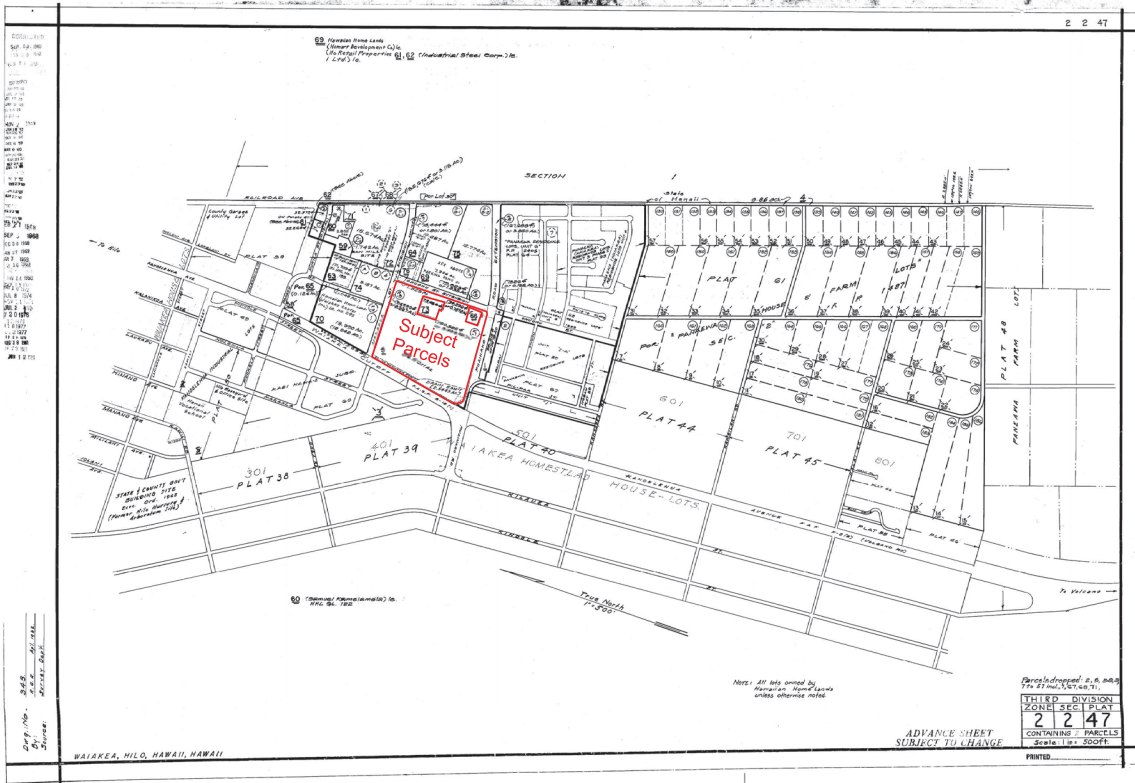
**Description:**

Authorizes the board of land and natural resources to extend certain leases of public lands for commercial, industrial, resort, mixed-use, or government use upon approval of a proposed development agreement to make substantial improvements to the existing improvements. (CD1)

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*







# Exhibit "B"

## Item No. F-5

### PKP Ground Lease Extension Application

<b>Applicant/Lessee</b>	Prince Kuhio Plaza, LLC, ultimate successor-in-interest to Orchid Isle Group								
<b>Request</b>	<p>An extension of General Lease No. 202, and related Parking Easement No. 01, for 40 years, commencing on October 1, 2042 and expiring on September 30, 2082, year for an aggregate term (initial term plus all extensions) of 105 years.</p> <p>Lessee is requesting this ground lease extension to satisfy lender requirements. Current mortgage expires July 6, 2023, at which time only 19 years will remain on the ground lease term. Lessee will be unable to obtain replacement financing without a longer ground lease term.</p>								
<b>Location</b>	<p>Leasehold: That certain parcel of land situated on the east side of Kanoelehua Avenue at Waiakea, South Hilo, Hawaii, being a portion of the Hawaiian Home Land of Panaewa, Tract I.</p> <p>Parking Easement: That certain parcel of land being a portion of Lot 3-A situated on the east side of Ohuohu Street at Waiakea, South Hilo, Hawaii, being a portion of the Hawaiian Home Land of Panaewa.</p>								
<b>Area</b>	38.9753 acres + 5.25 acre parking easement								
<b>Character of Use</b>	Enclosed shopping mall								
<b>Term of Lease</b>	<p>Original Ground Lease Term 53 years; October 1, 1977 through September 30, 2030.</p> <p>On September 30, 1992 the term was extended by 12 years through September 30, 2042</p> <p>Lessee is requesting further 40-year extension through September 30, 2082</p>								
<b>Current Annual Rental (YE 9/30/2021)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Base Ground Rent</td> <td style="text-align: right;">\$292,792.50</td> </tr> <tr> <td>Additional Ground Rent</td> <td style="text-align: right;">\$420,867.97</td> </tr> <tr> <td>Parking Ground Rent</td> <td style="text-align: right;">\$127,440.00</td> </tr> <tr> <td><b>Total Ground Rent Paid</b></td> <td style="text-align: right;"><b>\$841,100.47</b></td> </tr> </table>	Base Ground Rent	\$292,792.50	Additional Ground Rent	\$420,867.97	Parking Ground Rent	\$127,440.00	<b>Total Ground Rent Paid</b>	<b>\$841,100.47</b>
Base Ground Rent	\$292,792.50								
Additional Ground Rent	\$420,867.97								
Parking Ground Rent	\$127,440.00								
<b>Total Ground Rent Paid</b>	<b>\$841,100.47</b>								
<b>Previous Extension</b>	The Board previously approved a 12-year extension for the period October 1, 2030 through September 30, 2042. The rent can be reset on October 1 of 2030 and 2036 during this extended term.								
<b>History or Ground Lease Discussions and Proposed Improvements</b>	<p>From 2012-2018 Lessee had ongoing discussions with DHHL with the hopes of progressing towards a lease extension.</p> <p>From 2017-2021, Lessee spent over \$19 million on property improvements with the expectation that these funds would be considered part of the required improvements for a ground lease extension. These improvements included development of a new outparcel, interior renovations, and build out of tenant suites as further detailed on the attached Development Plan.</p> <p>Over the next five years, from 2022-2026, Lessee is projecting to spend over \$14.5 million on further property improvements as detailed on the attached Development Plan.</p> <p><b><i>In total this spend equates to 84% of the market value of the property, far above the 30% required for a ground lease extension.</i></b></p>								

**Prince Kuhio Plaza  
Development Plan**

**General Lease No.** 202  
**Lessee:** Prince Kuhio Plaza, LLC, ultimate successor-in-interest to Orchid Isle Group

Appraised Market Value of As-Is Improvements as of August 10, 2021 \$40,000,000  
 Required Improvements (30%) of Market Value \$12,000,000

<b>Improvements Recently Completed (2017-2021)</b>	<b>Costs</b>
PKP Plaza Redevelopment	\$3,114,845
Redevelop fmr Sports Authority	\$6,896,474
Construction/Buildout of Tenant Suites	\$4,500,737
Aesthetic Upgrades	\$44,233
Site Work	\$135,254
Life Safety	\$867,071
Structure Repairs/Improvements	\$415,033
Equipment	\$65,398
Lighting	\$10,545
Electric	\$43,274
HVAC	\$113,103
Parking Lot	\$630,936
Plumbing	\$956,870
Roof	\$1,319,334
Signage	\$8,555
Sidewalk Refurbishment	\$29,126
<b>Total Cost of Recent Improvements (2017-2021)</b>	<b>\$19,150,787</b>

<b>Proposed Improvements (2022-2026)</b>	<b>Costs</b>
Construction/Buildout of Tenant Suites	\$9,295,601
New Restaurant Outlot	\$3,690,000
Maka'ala Street Exit Improvements	\$150,000
Equipment	\$50,873
Lighting	\$204,442
Electric	\$40,183
HVAC	\$263,910
Parking Lot	\$79,377
Roof	\$5,948
Signage	\$16,982
Building	\$36,579
Fencing	\$55,000
Weatherproofing	\$187,000
Network Upgrades	\$79,200
Phone System	\$10,000
Life Safety	\$20,600
Office Refresh	\$60,000
Water Fountain Replacement	\$4,000
Security Equipment	\$313,366
<b>Total Cost of Proposed Improvements (2022-2026)</b>	<b>\$14,563,061</b>

Total Improvement Spend 2017-2016 **\$33,713,849**  
 Total Spend as % of Market Value **84%**

**Brookfield**  
Properties

# Prince Kuhio Plaza

Hilo, Hawaii

**Exhibit "C"**  
**Item No. F-5**



## Prince Kuhio Plaza Overview

Prince Kuhio Plaza is a long standing pillar of the Hilo community and a major economic driver on the Big Island. As the largest indoor shopping center on the Big Island of Hawaii, the property boasts more than 60 dining, retail, entertainment, and service options. Brookfield Properties, the long-term owner of Prince Kuhio Plaza, has consistently invested in maintenance and upgrades of the property, maintained a vibrant array of retailers and service providers and provided important community events and services.

Located along the Mamalahoa Highway in Hilo, the center serves the residents of East Hawaii and is home to many destination retailers including the Big Island's only TJ Maxx, Tractor Supply Store, Hot Topic, American Eagle, Kay Jewelers, Spencer Gifts, Old Navy and Maui Tacos.

Visitors can catch new releases at the only cinema in East Hawaii, enjoy dining options such as Starbucks, KFC, Zippy's, IHOP and Genki Sushi, and shop at retailers including Macy's, Bath & Body Works, Petco, Hawaiian Island Creations and many more.

Additionally, Prince Kuhio Plaza offers a variety of daily needs and service offerings for the Hilo community including US Renal Care (opening 2022), Longs Drugs, HFS Credit Union, First Hawaiian Bank, Kuhio Dental Group, Maika'i Veterinary Clinic, US Armed Forces and the Social Security Administration.

Visitors also can experience seasonal events such as craft fairs, signature community events, entertainment by local artists and musicians, COVID testing/vaccine pop-ups as well as visit the Big Island Hall of Fame, located within the center.

# Economic Impact of Prince Kuhio Plaza

# Economic Impact

**Prince Kuhio Plaza has a significant economic impact on the island of Hawaii:**

**Annual Property Taxes Paid (2020): \$757,899**

- Highest property tax payer on the east side of the Island
- One of the highest property tax payers on entire Island

**Annual General Excise Tax Paid (2020): \$5,058,494**

- Estimated to be surpassed only by Costco and Walmart

**Employment (2019, pre-COVID): 1500 employees**

- Including 600 full time and 900 part time
- The largest source of employment on the Big Island- ahead of Four Seasons (1,300), Maua Kea Beach Hotel (1,100), Hilton Waikoloa Village (920) and KTA Super Stores (850)

**Estimated Annual Wages Paid (2020): \$34,786,500**

- For 1500 employees, based on average local retail wages

**Annual Payroll Taxes Paid (2020): \$10,400,000**

**Contribution to DHHL Income (2020): \$614,147**

- Representing over 10% of the General Lease income received on the Big Island

# Direct Benefit to DHHL Beneficiaries

**In addition to the economic and community impact of Prince Kuhio Plaza, the long-term ground lease provides direct benefits to the DHHL beneficiaries:**

**Annual payments of \$100K**

- Part of our annual lease payments is allocated to...(need to clarify/verify this)

**Designated Space and Usage in the mall for beneficiaries:**

- Merrie Monarch craft fair
- Preference for Hawaiian-owned businesses

**Maka'ala Ingress/Egress Improvements:**

- As part of our development plan, Brookfield will commit to work with the municipalities, and commit up to \$150K for improvements, to the Maka'ala street exits in order to improve traffic flow



# Recently Completed Major Capital Investments

# Prince Kuhio Plaza Improvement Projects

In 2016, Brookfield Properties completed a \$6M aesthetic interior renovation of the mall which included new tile floors, furniture in all common areas, column wraps, and lighting

Before



After



# Prince Kuhio Plaza Improvement Projects

In 2016 we also demolished the "Hilo Hattie building" at a cost of \$5M to make way for new retailers such as Verizon Wireless and Genki Sush

Before



After



# Prince Kuhio Plaza Improvement Projects

In 2018, another \$7M was expended to re-lease the former Sports Authority premises to TJ Maxx and Petco



Before



After



# Prince Kuhio Plaza Improvement Projects

In 2020, another \$3.1M was spent on tenant improvements and landlord work to lease the former Safeway outparcel to Tractor Supply Company.

**Before**



**After**



# Community Events

# Prince Kuhio Plaza Events

Prince Kuhio Plaza is centrally located in the main shopping area in Hilo, making it an ideal location to host community events and entertainment. Additionally, being the only enclosed shopping center on the island further solidifies the property as the best event space due to Hilo's ever changing weather.

Prince Kuhio Plaza hosts more than 50 events per year, making it a gathering place for the community. The property takes great pride in knowing that it is the premier venue for hosting events and supporting the Hilo community.

Events range from large to small and include the following:

- Monthly performances by both Hilo and Pahoa Kapuna groups
- School performances
- The Armed Forces band that plays annually during Kamehameha week
- Performances by acclaimed local artists such as Ben Kaili, Bruddah Walter, and Komakakino
- Chinese New Year celebrations
- Walk for the Cure event for The Arthritis Foundation
- Merry Monarch and Mother's Day Craft Fairs

# Prince Kuhio Plaza COVID-19

Prince Kuhio Plaza was used as a testing site many times throughout the pandemic, and ~1.5K doses of the COVID-19 vaccine were administered on site from May through July





# Chinese New Year Celebration

Pre COVID-19, Prince Kuhio Plaza hosted an annual traditional lion dance to ward off evil spirits and bless the tenants with good fortune and blessings for the New Year. About 80% of mall tenants participated and attendance exceeded 1,500



# Walk to Cure Arthritis

Due to its prime location in Hilo, Prince Kuhio Plaza hosts a variety of non-profit organization events, including the Arthritis Foundation's Walk for the Cure event



## Walk to Cure Arthritis® National Sponsors



# Merrie Monarch Craft Fair

One of the biggest annual events in Hilo is the Merrie Monarch Craft Fair. Prince Kuhio Plaza is a favorite host location because it is indoors, air conditioned and has become “the spot” for some of Hawaii’s most unique and iconic vendors including Manaola, Hawaii’s Finest, Missing Polynesia, and Nahe Waihine. With around 45 vendors and crafters from around the state, Merrie Monarch week draws thousands of customers to the mall each day



# Mother's Day Craft Fair

This annual three day craft fair host several local vendors selling gift for mothers on their special day. One of the main vendors is Carmela Orchids who also vends during Valentine's Day week



# UHH-Daniel K. Inouye College of Pharmacy Health Fair

This annual event drives large numbers of people to see booths run by the students in the College of Pharmacy, various vendors in the health field, as well as informational booths and even free health screenings



# Kris Fuchigami's Ukulele Contest

This annual event is sponsored by Kris Fuchigami and several local stores to promote the ukulele and entertain the public



# Christmas Events

There are many events for Christmas, and they go from the second week in November all the way to Christmas day. Events include: photos with Santa, pet nights for photos with your pets, COH-RSVP gift wrapping, Junior Achievement of Hawaii Island Trade Show, Laulima Giving Program hosted by KHON2, and a holiday craft fair



# Big Island Sports Hall of Fame

The Big Island Sports Hall of Fame leases a wall in the mall's common area for their display. This popular attraction hosts their inductee ceremonies in the mall in front of the wall when new athletes are inducted into the Hall of Fame







STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21 & 22, 2024

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator  
Land Management Division  for

From: Joseph Kualii Camara, Property Development Agent   
Land Management Division

Subject: Approval to Issuance of a Non-Exclusive License as Easement to Parker Ranch Inc. for access Through DHHL lands to Parker Ranch Waipunalei Property, Hawaii Island, TMK: (3)-3-8-001:009 (por.)

**APPLICANT:**

Parker Ranch, Inc.

**RECOMMENDED MOTION/ACTION:**

That the Hawaiian Homes Commission approve the issuance of a non-exclusive, 20-year easement License as delineated in Exhibit "A", of Hawaii, for a 1.38-Acre (60,000 Sq. ft) portion of that certain parcel of Hawaiian home lands identified by TMK (3) 3-8-001:009 (por.), traversing over Department of Hawaiian Home Lands ("DHHL") situated at Humuula, subject to the following conditions:

1. Licensee shall remit a non-refundable processing and document fee in the amount of \$275.00;
2. fee will be \$10,000;
3. License easement will be issued for 20 years, and shall become effective upon expiration of current easement License 636, expiring on April 30, 2025;
4. The license shall not be assignable to a third party;
5. Any construction or alteration of the easement area shall require the DHHL approval;
6. The license easement document shall be subject to other standard terms and conditions of similar licenses issued by DHHL;
7. The Chairman of the HHC is authorized to impose such other conditions deemed prudent and necessary; and

8. The license easement document will contain the standard terms and conditions and shall be subject to review and approval by the Department of the Attorney General.

**LOCATION:**

Portion of Hawaiian Home Lands situated in Humuula, Island of Hawaii, Tax Map Key (3) 3-8-001:009 (por.).

**Affected Land Area:**

Easement: 60,000 square feet, consisting of a 4,000 ft long access corridor 15 feet wide through 4-wheel drive former pasture See: Exhibit "A".

**DISCUSSION:**

**Background**

On July 22, 2005, DHHL License 636 was issued to Parker Ranch Inc. (PRI) for 52,800 sq. ft. non-exclusive 20-year access easement through DHHL parcel (3) 3-8-001:009 for access to Parker Ranch Waipunalei parcel (3) 3-7-001:003. On May 30, 2024, in anticipation of expiration of License 636, PRI submitted written request for renewal of License, providing needed access to PRI lands.

Historically, even prior to the Hawaiian Homes Commission Act, access to PRI Waipunalei parcel primarily has and continues to be via Mana/Keanakolu Road and through what is now DHHL parcel (3) 3-8-001:009 along the Maulua Trail system, which has changed over the years but generally follows the License easement route.

PRI is using its Waipunalei property, which has been used in the past for cattle production, as the main project site for its new forestry program. The DHHL parcel and area which the current and proposed License access easement passes through is planned for Sustainable Koa Forestry in the Aina Mauna Legacy Program 2009.

**LAND USE DESIGNATION:**

Agricultural

**CURRENT STATUS:**

Actively used for access purposes by PRI under DHHL License 636, See Exhibit "B". DHHL Aina Mauna Legacy Program 2009, area K1, Sustainable Koa Forestry.

**CHARACTER OF USE:**

Former pasture, koa forestry site

## **CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:**

### **Triggers:**

Use of State Lands

### **Exemption Class No. & Description:**

The direct, cumulative, and potential impacts of the action described have been considered pursuant to Chapter 343, Hawaii Revised Statutes and Chapter 11-200, Hawaii Administrative Rules. There are no planned construction actions or alteration of the property anticipated by use of former pasture roads for an access easement. Land use will continue as is it currently used under License 636 . Since the action as proposed is determined to have minimal or no significant impact on the environment it would therefore be exempt from the preparation of an environmental assessment.

## **CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS**

DHHL Aina Mauna Legacy Program (2009)

The recommended disposition is consistent with the following goals and objectives:

Goals:

- Conserve natural and cultural resources and endangered species

Having neighboring landowners who are also engaging in native forest restoration with koa creates a larger contiguous landscape for habitat for endangered forest birds like the iiwi and creates a larger contiguous forested landscape enhancing watershed function.

- Address reforestation and restoration of the ecosystem

DHHL and PRI staff implement similar projects on adjacent properties and share experiences, challenges, technology and resources like koa seed. Success and or challenges with koa forestry on PRI lands informs DHHL with site specific knowledge and experiences to better implement successful koa forestry projects

- Identify and secure partners to sustain activities

DHHL and PRI are both members of the Mauna Kea Watershed Alliance, a voluntary watershed partnership consisting of partnering landowners with 1000 acres or more above 2000 ft elevation on Mauna Kea. Partners share plans, experiences and collaborate on grant funding applications and other projects based on voluntary participation by each partner.

### **Fee:**

Fee for License is recommended to be a one-time fee of \$10,000 for 20 years. Current License 636 fee is \$5,000, new recommended License fee represents a 100% increase in License fee. Property rental assessment of 8% of the assessed land value as a yearly fee for the portion of Parcel 3-8-001:009 over the 20-year term would yield \$2,009, or only 20% of the proposed License fee.

Assessment Year	TMK	Property Class	Land Area (approx. sq ft)	Land Area (acres)	Assessed Land Value
2024	38001009	Agricultural	230,432,400	5,290	4,822,800
2024	38001009	Agricultural	60,000	1.38	1,255.76

Of the combined 5,290-acres of parcel 3-8-001:009, licensee is requesting non-exclusive use of approximately 1.38-acres or 60,000 square feet. Based on the county tax assessed value as referenced above, the value of 1.38 acres would be \$1,255.76. A fair market value fee of 8% for exclusive annual rental of 1.38 acres would be for \$100.46. 20 years of rental would total \$2009.22. The proposed rate of \$10,000 is nearly 5 times the fair market value for exclusive use of DHHL parcel. PRI use of land is not exclusive, does not include any construction or alteration of the land.

**JUSTIFICATION:**

This license will allow non-exclusive use and access of the easement by DHHL PRI, allowing critical access to neighboring landowner along access route that has been utilized for over 100 years. Having responsible neighbors in the remote area has and will continue to benefit DHHL by notification of fire hazards, trespassing and vandalism issues, and other benefits of having additional eyes on the land. PRI and DHHL are both member of Mauna Kea Watershed Alliance and have similar goals and management of adjacent lands and providing feasible access through DHHL lands promotes open communication and partnership between adjacent landowners.

**AUTHORITY:**

§ 207(c)(1)(A) of the Hawaiian Homes Commission Act, 1920, as amended, authorizes the department to grant licenses for the use of Hawaiian Home Lands for public purposes.

§ 10-4-21 of the DHHL Administrative Rules requires the applicant to pay for all costs incurred by the department for the processing of a license application, including a non-refundable processing fee of \$200.00. It also allows for a rental to be charged should the use benefit other than the department or native Hawaiians.

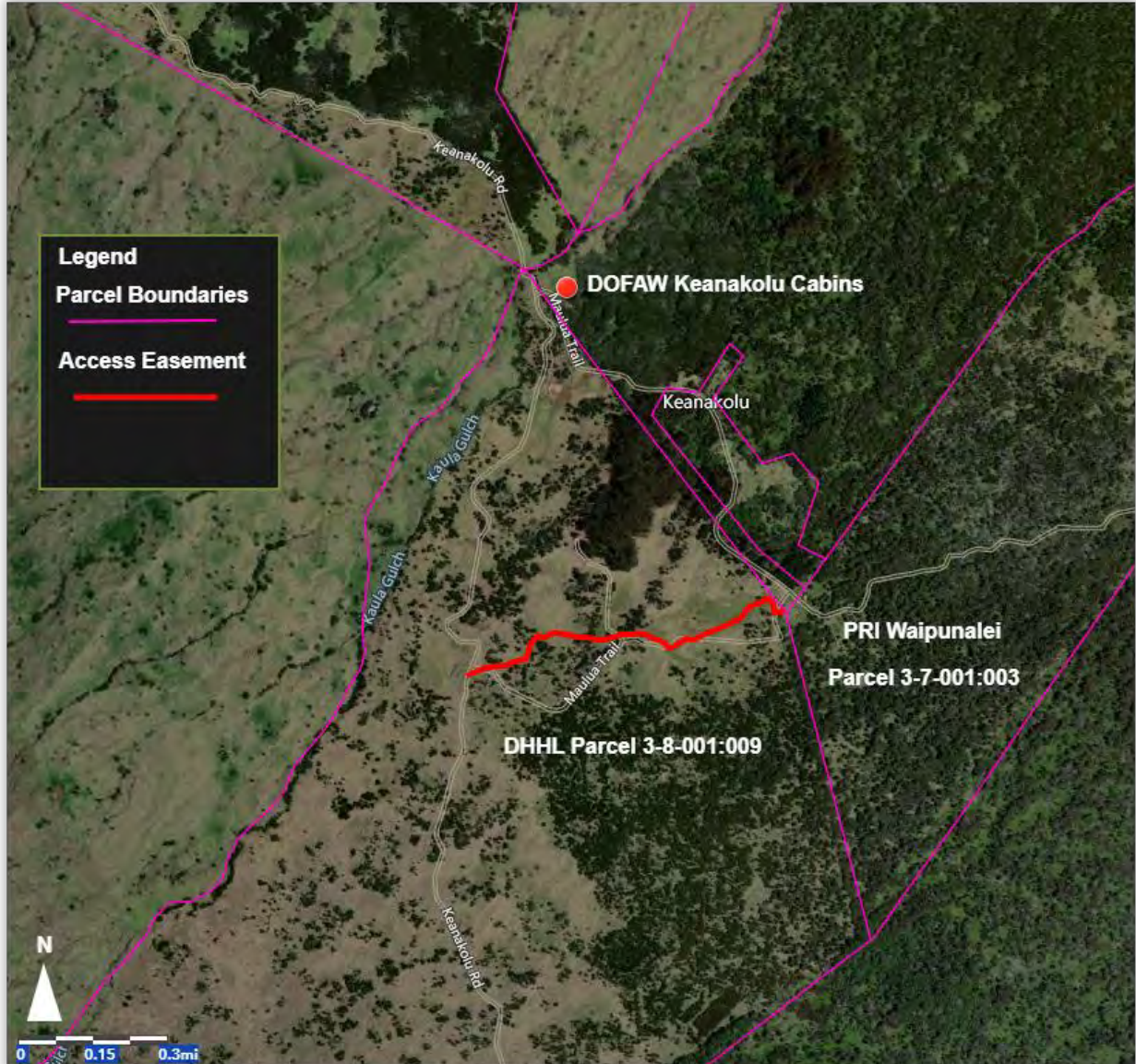
§ 10-4-22 of the DHHL Administrative Rules authorizes the issuance of licenses for public purposes, as easements in perpetuity or shorter term, subject to the easement being reverted to the department upon termination or abandonment.

**RECOMMENDATION:**

Land Management Division recommends approval of the requested motion/action as stated.

Exhibit A

Current and Proposed Replacement License 636 Easement





May 30<sup>th</sup> , 2024

**Re: Renewal of License Easement No. 636**

Aloha,

License Easement No. 636 (License) was issued on July 22, 2005, by the Department of Hawaiian Home Lands (DHHL) in favor of Parker Ranch, Inc. (PRI) to allow vehicular and horse access from Mana Road through DHHL parcel on TMK: (3) 3-8-001-009 to PRI's Waipunalei parcel on TMK: (3) 3-7-001-003. The 21-year term for the License is set to expire on July 22, 2025.

By this letter, PRI is requesting a renewal of the License for an additional 21-year term from July 22, 2025 to July 22, 2046. For your reference, attached is a copy of the License, including a redline map showing the approximate location of the easement in relation to both parties' properties.

We look forward to receiving instructions from DHHL on the processing of this License extension request. Please feel free to contact me at 808-430-8464, should you have any questions.

Mahalo,

By:

A handwritten signature in black ink, appearing to read "Zachary Judd", is written over a solid horizontal line.

Name: Zachary Judd

Its: Authorized Agent

LINDA LINGLE  
GOVERNOR  
STATE OF HAWAII



MICAH A. KANE  
CHAIRMAN  
HAWAIIAN HOMES COMMISSION

BEN HENDERSON  
DEPUTY TO THE CHAIRMAN

KAULANA H. PARK  
EXECUTIVE ASSISTANT

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

P.O. BOX 1879  
HONOLULU, HAWAII 96805

June 30, 2005

Mr. Brandi Beaudet  
Land Resources & Facilities Mgr.  
Parker Ranch  
67-1435 Mamalahoa Highway  
Kamuela, Hawaii 96743

Dear Mr. Beaudet:

Subject: License Easement No. 636, Humuula, Hawaii

Enclosed please find three (3) copies of License Easement No. 636 documenting the grant of an access easement to Parker Ranch, Inc. through Hawaiian home lands at Humuula, Hawaii.

Please sign, have the signature acknowledged by a notary public, and return all copies to this office for further processing. A fully executed copy will be returned for your file. Thank you for the payment of the one-time license fee of \$5,000.00 together with the processing/documentation fee of \$175.00.

Should you have any questions, please call me at 808-587-6434.

Aloha and mahalo,

Linda Chinn, Administrator  
Land Management Division

Enc.

LINDA LINGLE  
GOVERNOR  
STATE OF HAWAII



MICAH A. KANE  
CHAIRMAN  
HAWAIIAN HOMES COMMISSION

BEN HENDERSON  
DEPUTY TO THE CHAIRMAN

KAULANA H. PARK  
EXECUTIVE ASSISTANT

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

P.O. BOX 1879  
HONOLULU, HAWAII 96805

July 22, 2005

Mr. Brandi Beaudet  
Land Resources & Facilities Mgr.  
Parker Ranch  
67-1435 Mamalahoa Highway  
Kamuela, Hawaii 96743

Dear Mr. Beaudet:

Subject: License Easement No. 636, Humuula, Hawaii

Enclosed please find two (2) fully executed copies of License Easement No. 636 documenting the grant of an access easement to Parker Ranch, Inc. through Hawaiian home lands at Humuula, Hawaii.

Should you have any questions, please call me at 808-587-6434.

Aloha and mahalo,

Linda Chinn, Administrator  
Land Management Division

Enc.



---

After Recordation Return By: Mail ( ) Pickup ( ) To:

---

Affects Tax Map Key: Third Division, 3-8-01:09 (por.)

LICENSE EASEMENT NO. **636**  
(Non-Exclusive Right)

between

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
as Licensor

and

PARKER RANCH, INC.  
as Licensee

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

LICENSE EASEMENT NO. **636**  
(Non-Exclusive Right)

THIS LICENSE made and issued this 22nd day of July, 2005, by the State of Hawaii, DEPARTMENT OF HAWAIIAN HOME LANDS, whose principal place of business is 1099 Alakea Street, Suite 2000, Honolulu, Hawaii and whose mailing address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter called "LICENSOR," and PARKER RANCH, INC., whose principal place of business and mailing address is 67-1435 Mamalahoa Highway, Kamuela, Hawaii 96743, hereinafter called "LICENSEE."

WITNESSETH THAT:

LICENSOR, pursuant to the authority granted to it by §207(c)(1) of the Hawaiian Homes Commission Act, 1920, as amended (HHCA), is authorized to grant licenses as easements for railroads, telephone lines, electric power and light lines, gas mains and the like.

LICENSOR has determined that the easement established herein will provide access through an existing 4-wheel drive road from Keanakolu Road to LICENSEE'S Waipunalei parcel. The access is limited to vehicular and horses only.

NOW THEREFORE, LICENSOR, in consideration of the rent to be paid and the terms, covenants and conditions herein contained on the part of LICENSEE to be kept, observed and performed, hereby grants and conveys unto LICENSEE, and its successors and assigns, a right and privilege to use, for ingress and egress purposes only, the 4-wheel dirt road through LICENSOR'S land shown in red in Exhibit "A," and described in Exhibit "B," said easement being approximately 52,800 square feet in size, further identified as a portion of Tax Map Key No. (3) 3-8-01:09, attached hereto and incorporated herein by reference (the "easement area").

THE TERMS AND CONDITIONS upon which LICENSOR grants the aforesaid right and privilege are as follows:

1. Term. The term of this License is TWENTY-ONE (21) year, commencing on May 1, 2004 and terminating on April 30,

2025, unless this License is sooner terminated as hereinafter provided.

2. License Fee. The license fee for the term of this License shall be a one-time payment of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS ONLY.

3. Use. LICENSEE shall not use the premises for any purpose other than for ingress and egress from Keanakolu Road to LICENSEE'S Waipunalei parcel through an existing 4-wheel drive road south of the Parker Ranch cabin.

4. Taxes, Assessments and Utilities. LICENSEE shall, pay, when due, all taxes, rates, assessments, charges, and other outgoings of every nature and kind whatsoever, including all charges for utility services, which shall during the term of this License be lawfully charged, assessed, imposed, or become due and payable upon or on account of the premises and the improvements now on or hereafter erected thereon.

5. Condemnation. If at any time during the term of this License the easement area across which the License extends, or any part thereof, shall be condemned or taken for any public project by any governmental authority, LICENSEE shall have the right to claim and recover from the condemning authority, but not from LICENSOR, such compensation as is payable for the License and for LICENSEE'S appliances and equipment, if any, used in connection with this License, which shall be payable to LICENSEE as its interest appears.

6. Abandonment. In the event the easement area, hereby granted, shall be abandoned or shall remain unused for the purpose granted for a continuous period of one year, all rights granted hereunder shall terminate, and LICENSEE will remove its appliances, equipment, and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements, if any, LICENSOR hereby consenting and agreeing to such removal. Failure of LICENSEE to remove its appliances, equipment and improvements and/or to restore the land within 90 days after notification to do same from LICENSOR by certified mail at LICENSEE'S last known address, will constitute a breach and LICENSOR may remove LICENSEE'S appliances, equipment and improvements and/or restore the land to a condition similar to that existing immediately prior to the time of installation and LICENSEE will reimburse LICENSOR for

all reasonable costs in connection with the removal and/or restoration.

7. Relocation. If LICENSOR shall determine that the continued exercise of the easement rights granted constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, LICENSOR shall have the right to terminate the easement granted to the extent necessary to eliminate such interference, provided, that it shall grant to LICENSEE a substitute easement within the reasonable vicinity to permit LICENSEE to effect relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions as contained in this License. The cost of any such relocation shall be borne by LICENSOR.

8. Breach. If LICENSEE shall fail to observe or perform any of the covenants, terms, and conditions herein contained, and on its part to be observed and performed, LICENSOR shall deliver written notice of the breach or default by service as provided by section 634-35 or 634-36, Hawaii Revised Statutes, or by registered mail or certified mail to LICENSEE at its last known address, making demand upon LICENSEE to cure or remedy the breach or default within sixty (60) days from the date of the receipt of the notice. Upon failure of LICENSEE to cure or remedy the breach or default within the time period provided herein or within such additional period as LICENSOR may allow for good cause, LICENSOR may terminate this License without prejudice to any other remedy or right of action.

9. Right To Enter. LICENSOR or the County, and the agents or representatives thereof, shall have the right to enter and cross any portion of the easement area for the purpose of performing any public or official duties, provided, that in the exercise of such rights, LICENSOR or the County shall not interfere unreasonably with LICENSEE or LICENSEE'S use and enjoyment of the easement area.

10. Maintenance and Repair. During the term of this License, LICENSEE shall at its expense repair and maintain any the premises with all necessary reparations and amendments whatsoever; shall keep the premises and all improvements thereon in a strictly clean and sanitary condition and shall comply with all laws, ordinances, rules and regulations of the Federal, State, County or municipal governments that are applicable to the premises and improvements; and shall allow LICENSOR or its agents, at all reasonable times, free access to the premises for the purpose of examining the same or determining whether the

conditions herein are being fully observed and performed, and shall make good, or commence to make good, at its own cost and expense all defects within sixty (60) days after the mailing of written notice by registered mail to the last known address of LICENSEE.

11. Waste: Unlawful Use. LICENSEE shall not do or commit or permit or suffer to be done, any willful or voluntary waste or destruction in and upon the premises, any nuisance, or any unlawful or improper use of the premises.

12. Non-Discrimination. LICENSEE shall not use the premises, nor permit the premises to be used in support of any policy that unlawfully discriminates against anyone based upon creed, color, national origin, sex or a physical handicap. LICENSEE shall not practice any unlawful discrimination based upon creed, color, national origin, sex or a physical handicap.

13. Default of Licensee. It is expressly agreed that this License is contingent upon the continuing condition that if LICENSEE after a thirty (30) day demand, fails to observe or perform substantially the provisions contained herein, and if LICENSEE does not commence to cure, and diligently continue to attempt to cure, such default within sixty (60) days after delivery by LICENSOR of a written notice of such failure by personal service or by certified mail to LICENSEE; or if LICENSEE becomes bankrupt, insolvent or files any debtor proceedings or takes or has taken against it for good cause any proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Act seeking readjustment, rearrangement, postponement, composition or reduction of LICENSEE'S debts, liabilities or obligations; then in any such event LICENSOR may at its option cancel this License and thereupon take immediate possession of the premises, after a reasonable time or right of action which LICENSOR may have.

14. Assignment. Except as expressly provided in this License, this License is not transferable. At no time during the term of the License, shall LICENSEE assign, mortgage or pledge its interest in this License or its interest in the improvements now or hereafter erected on the premises without the prior written consent of LICENSOR, which consent will not be withheld unreasonably.

15. Insurance. LICENSEE shall, within thirty (30) days from the date of execution of this License, provide LICENSOR with evidence of a general comprehensive public liability

insurance policy covering the premises in an amount of not less than One Million Dollars (\$1,000,000) and One Hundred Thousand Dollars (\$100,000) for property loss or damages, naming LICENSOR as additional insured.

16. Surrender. Upon the expiration of this License, or its sooner termination as herein provided, LICENSEE shall peaceably and quietly leave, surrender and deliver to LICENSOR possession of the premises. Without limiting LICENSEE'S rights to insurance and condemnation proceeds, LICENSEE shall have the option to surrender this License where the portion damaged or taken renders the remainder unsuitable for the use or uses for which the premises were licensed.

17. Native Hawaiian Rights. LICENSOR warrants that it has made a good faith effort to determine whether native Hawaiian traditional and customary rights have been exercised on the property and has found no evidence of such exercise.

18. Costs of Litigation. In case either party shall, without any fault on its part, be made a party to any litigation commenced by or against the other (other than condemnation proceedings), the party at fault shall pay all costs, including reasonable attorney's fees and expenses incurred by or imposed on the other. The prevailing party in any dispute between the parties shall be entitled to recover its attorney's fees.

19. Definition of Premises. The word "premises" when it appears herein includes and shall be deemed to include the lands described above and all buildings and improvements whenever and wherever erected or placed thereon.

20. Miscellaneous.

a. Consents. Whenever under the terms of this License the consent or approval of either party shall be required, such consent or approval shall not be unreasonably or arbitrarily withheld. If the party receiving any request or consent or approval shall fail to act upon such request within sixty-five (65) days after receipt of written request therefor, such consent or approval shall be presumed to have been given.

b. Bind and Inure. This License shall be binding upon and inure to the benefit of LICENSOR and LICENSEE

and their respective personal representatives, successors, successors-in-trust and assigns.

c. Applicable Law; Severability. This License shall be governed by and interpreted in accordance with the laws of the State of Hawaii. If any provision of this License is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

d. Paragraph Headings. The headings of paragraphs in this License are inserted only for convenience and shall in no way define, describe or limit the scope or intent or any provision of this License.

e. Incorporation of Agreements. This License incorporates all agreements between the parties relating to the subject matter hereof, and supersedes all other prior oral or written letters, agreements or understandings relating to the subject matter hereof. This License may not be modified or amended, not any of the provisions hereof waived, except by an instrument in writing signed by the parties hereto.

f. Counterparts. The parties hereto agree that this License may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. In making proof of this License, it shall not be necessary to produce or account for more than one such counterpart. For all purposes, including, without limitation, recordation and delivery of this License, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.


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

Approved by the HHC  
at its meeting held on  
April 27, 2004

State of Hawaii  
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:



Deputy Attorney General  
State of Hawaii

By   
Micah A. Kane, Chairman  
Hawaiian Homes Commission

LICENSOR

PARKER RANCH, INC.

By   
Its President & CEO

LICENSEE



STATE OF HAWAII                    )  
  )  SS:  
COUNTY OF HAWAII                )

On this 13th day of July, 2005. before me appeared CHRIS J. KANAZAWA, to me personally known, who being by me duly sworn, did say that he is/are the President and Chief Executive Officer of PARKER RANCH, INC., and that the instrument was signed and sealed in behalf of PARKER RANCH, INC. and said CHRIS J. KANAZAWA and --- acknowledged the instrument to be the free act and deed of PARKER RANCH, INC.

*gs*

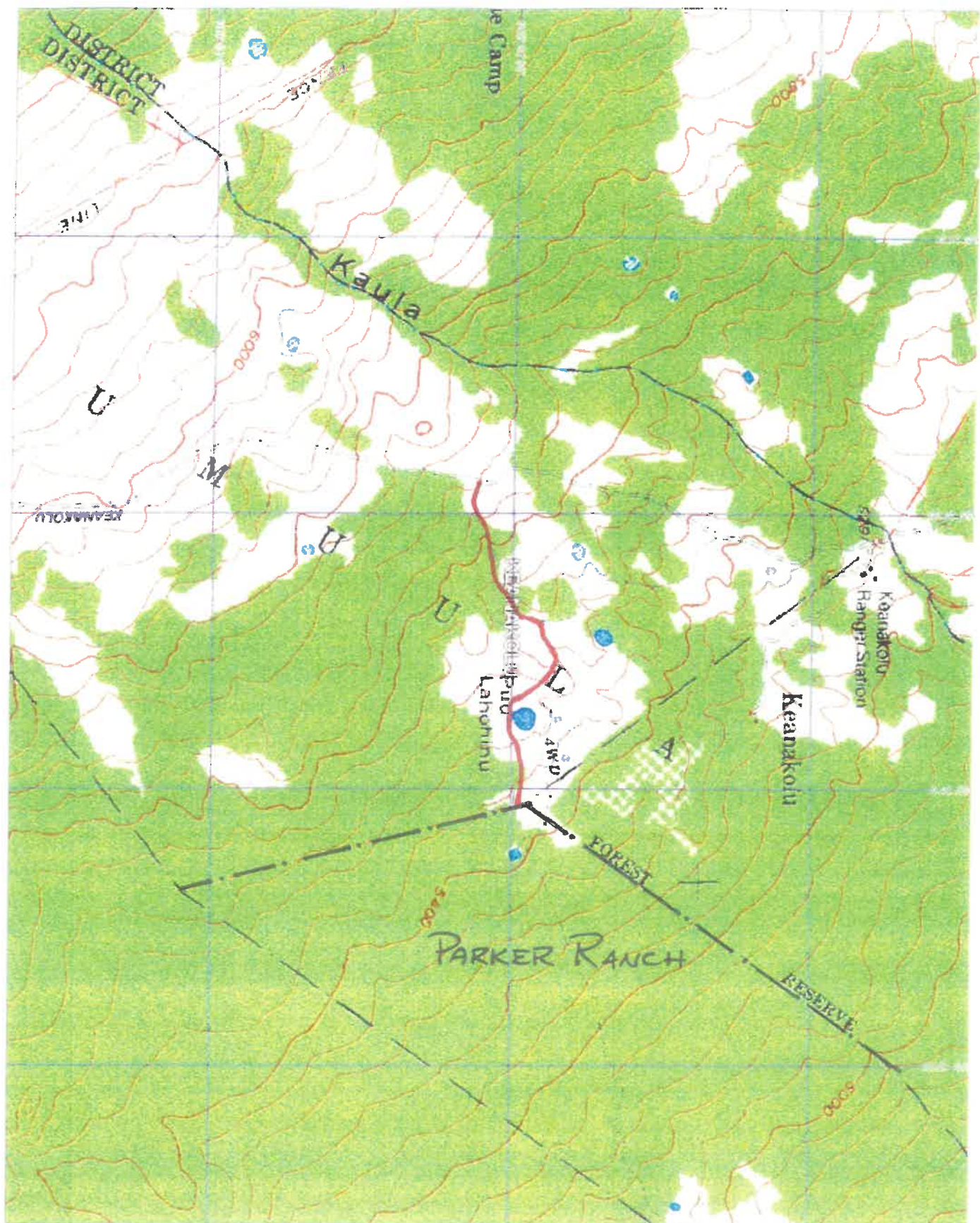


Notary Public, State of Hawaii

EYDIE M.T. TREUTLER

(Print Name of Notary Public)

My Commission expires 12/19/2006



## **EXHIBIT "B"**

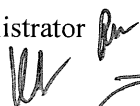

The road easement being requested is following an existing jeep road that is accessible from Keanakolu Road. The entrance of the jeep road is at GPS coordinates N19 54 25.4W155 20 34.6. From this point the jeep road meanders below, through the pasture lands, as shown as the red-line drawing in Exhibit "A". The intersection of the jeep road with the property line is at USGS Map coordinates N19 54'31.7" and W155 19'58.4".


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator  
Land Management Division   
Kalei Young, Supervising Land Agent  
Land Management Division 

From: Shelly Carreira, Land Agent   
Land Management Division

Subject: Approval to Issue Licenses for the Management of the Molokai Veterans and Homestead Residents' Center, Ho'olehua, Molokai, TMK (2) 5-2-015:053 (por.)

RECOMMENDED MOTION/ACTION:

1. That the Hawaiian Homes Commission grant its approval to issue a temporary license agreement to the Molokai Homestead Farmers Alliance for approximately 24,101 square feet (more or less) of Hawaiian home lands TMK: (2) 5-2-015:053 (por.) located in Ho'olehua, Molokai for the purpose of interim administrative, fiscal, and physical management and maintenance of the Ho'olehua Veterans and Homesteader Residents' Center, while providing technical assistance and administrative support to the proposed long-term licensee, the Homestead Association of Veterans.
  - A. The standard terms and conditions of the most current license agreement form, as may be amended from time to time;
  - B. The term of the license agreement is for six (6) months commencing upon execution of the license document. LICENSEE and LICENSOR may mutually agree to extend the term of the license for an additional six (6) month period. The term extension is subject to approval by the Chairman of the Hawaiian Homes Commission and subject to further technical assistance and administrative support needed by the Homestead Association of Veterans;
  - C. The fee for the interim term shall be gratis;
  - D. The non-refundable processing and documentation fee of \$275.00 shall be waived;
  - E. LICENSEE shall assist the Homesteader Association of Veterans with developing Standard Operating Procedures for the purpose of utilizing space to offer programs and services that will benefit veterans and homestead beneficiaries, including but not limited to space rentals for revenue generating purposes;
  - F. At minimum, LICENSEE shall afford the Ho'olehua Homesteaders Association the first rights for scheduling the following events:
    - i. Monthly Board Meeting

- ii. General Membership Meeting
- iii. Monthly Farmers Market

The fee for the activities listed in section F. i, ii, iii, shall be consistent with the established user fees set forth in the Standard Operating Procedures;

G. LICENSOR shall pay all utility cost during the interim period;

H. LICENSEE shall be responsible for providing physical and fiscal management of the subject areas and facilities to include:

- i. Coordinating reservations for use of the facility.
- ii. Coordinating kitchen use for users. The kitchen is not certified for commercial food preparations. The kitchen shall be managed in accordance with current Department of Health rules and regulations.
- iii. Collecting and managing the user fees.
- iv. Collecting and refunding security deposits.
- v. Checking users in and out of the facilities.
- vi. Interior cleaning, janitorial services, maintenance, repair and cleaning of the grounds and common areas of premises after use, including all necessary cleaning supplies, paper products, trash receptacles and bags.
- vii. Maintaining facility equipment and appliances in accordance with instructions identified in the Operations Manuals, Foodservice Equipment.
- viii. Procuring and maintaining the services of a handyman for minor repairs to the facility.
- ix. Service and maintenance of fire suppression equipment, such as portable fire extinguishers and smoke detectors that may be located within the licensed premises.
- x. Service, maintenance, and repairs of solar photovoltaic system.
- xi. Establish and maintain service for refuse pick up and disposal.
- xii. Operations, maintenance, and repairs for the facility security system.
- xiii. LICENSEE shall coordinate large scale events with the Lanikeha Center managers to avoid potential scheduling conflicts.

I. LICENSEE shall be responsible for managing and maintaining the premises and any and all equipment and personal property of LICENSEE upon the premises in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling of disposal of all trash, garbage and all other refuse resulting from its activities on the premises;

J. The service and consumption of alcohol beverages is not permitted on the license premises;

K. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts.

2. That the Hawaiian Homes Commission grant its approval to issue a license agreement to the Homestead Association of Veterans for approximately 24,101 square feet (more or less) of Hawaiian home lands TMK: (2) 5-2-015:053 (por.) located in Ho'olehua, Molokai for the purpose of long-term administrative, fiscal, and physical management and maintenance of the Ho'olehua Veterans and Homesteader Residents' Center to be entered into after the expiration of the temporary interim license.

A. The term of the license agreement shall be for 5-years commencing upon the execution of the license document. The license may be extended by the Hawaiian Homes Commission for an

additional five (5) year period provided that LICENSEE has satisfactorily fulfilled the purpose for which the license was issued. LICENSEE must apply for a license extension six (6) months prior to the expiration of the term;

- B. The annual fee for the term of this license agreement shall be \$240.00 and payable in monthly installments;
- C. The non-refundable processing and documentation fee of \$275.00 shall be waived;
- D. LICENSEE shall be responsible to pay all taxes, assessments, utility, security, and telecommunication services;
- E. At minimum, LICENSEE shall afford the Ho'olehua Homesteaders Association the first rights for scheduling the following events:
  - i. Monthly Board Meeting
  - ii. General Membership Meeting
  - iii. Monthly Farmers Market

The fee for the activities listed in section E. i, ii, iii, shall be consistent with the established user fees set forth in the Standard Operating Procedures;

- F. LICENSEE shall be responsible for managing and maintaining the premises and any and all equipment and personal property of LICENSEE upon the premises in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling of disposal of all trash, garbage and all other refuse resulting from its activities on the premises;
- G. As part of the LICENSOR'S regular review of LICENSEE activities, LICENSEE shall submit an Annual Progress Report to the LICENSOR each year on the anniversary date of license commencement. The Annual Progress Report shall document the LICENSEE'S activities of the previous year and shall include, but not be limited to the following:
  - i. LICENSEE shall work with LICENSOR to identify specific reporting requirements and applicable metrics to monitor progress towards achieving the LICENSEE'S charitable purposes. Minimum reporting requirements shall include the number of beneficiaries served and a description of how LICENSEE has been serving beneficiaries of the Hawaiian Homes Commission Act of 1921, as amended.
  - ii. A financial report that includes standard annual financial statements and the LICENSEE'S IRS 990 Form for the preceding fiscal year, as well as a budget for the following year, shall be included in the Annual Progress Report.
  - iii. Letters from the boards of homestead community associations, other community nonprofits, and any other community-based community organization within the respective service area. Letters shall include information on whether the LICENSEE has satisfactorily provided programs and services to beneficiaries in the respective year of the Annual Progress Report.
- H. LICENSEE shall be responsible for providing physical and fiscal management of the subject areas and facilities to include:
  - i. Coordinating reservations for use of the facility.

- ii. Coordinating kitchen use for users. The kitchen is not certified for commercial food preparations. The kitchen shall be managed in accordance with current Department of Health rules and regulations.
- iii. Collecting and managing the user fees.
- iv. Collecting and refunding security deposits.
- v. Checking users in and out of the facilities.
- vi. Interior cleaning, janitorial services, maintenance, repair and cleaning of the grounds and common areas of premises after use, including all necessary cleaning supplies, paper products, trash receptacles and bags.
- vii. Maintaining facility equipment and appliances in accordance with instructions identified in the Operations Manuals, Foodservice Equipment.
- viii. Procuring and maintaining the services of a handyman for minor repairs to the facility.
- ix. Service and maintenance of fire suppression equipment, such as portable fire extinguishers and smoke detectors that may be located within the licensed premises.
  - x. Service, maintenance, and repairs of solar photovoltaic system.
  - xi. Establish and maintain service for refuse pick up and disposal.
  - xii. Operations, maintenance, and repairs for the facility security system.
- xiii. LICENSEE shall coordinate large scale events with the Lanikeha Center managers to avoid scheduling conflicts.

- I. The service and consumption of alcohol beverages is not permitted on the licensed premise; and
- J. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts.

LOCATION:

Portion of Hawaiian home lands situated in Ho’olehua, Island of Molokai, identified as TMK: (2) 5-2-015:053 (See Exhibit “A”)

AREA:

24,101.0 square feet (more or less)

BACKGROUND/DISCUSSION

The State Department of Defense (DoD) was allocated Capital Improvement Project (CIP) funding for building a new veterans center in Ho’olehua, but DoD did not have available lands for the project. The Department of Hawaiian Home Lands (DHHL) agreed to accept the CIP funding and build the center on Hawaiian home lands, see State House Bill 1900 HD1 SD2 CD1 attached as Exhibit “B”. The project consists of building a new community facility to serve the needs of both the Molokai veterans and Molokai beneficiaries by improving health, medical and social services and providing spaces for community gatherings and food preparation. DHHL Land Development Division (LDD) is overseeing the construction project as Land Management Division (LMD) prepares for occupancy.

At its meeting of April 22, 2024, the Hawaiian Homes Commission deferred its decision on Land Management Division’s submittal Item No. F-5 regarding the Molokai Veterans Caring for Veterans (MVCFV) management of the Ho’olehua Veterans and Homestead Residents’ Center (Center). The deferral was based on public testimony and to allow time for the MVCFV to resolve ongoing leadership issues and other pending matters.

Molokai Commissioner Lasua initiated discussions with various stakeholders for an alternative management solution thus resulting in the proposed short-term and longer-term management approach. These discussions helped move management decisions forward. The Molokai Homestead Farmers Alliance (MHFA) has 8+ years of experience managing the Lanikeha Community Center and therefore approval on the short-term license will allow the MHFA to manage the Center on an interim basis while providing technical assistance to support the Homestead Association for Veterans as they prepare for a longer-term management roll.

In consideration of the Ho'olehua Homesteaders Association request for reassurance that they will be able to calendar specific events at the Center, a provision allowing first rights to schedule have been incorporated into the terms and conditions for both short- and long-term management.

Approval on the requested motion will allow Center management necessary for implementing programs and services that benefit veterans, homesteaders, and the larger community.

#### HRS CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Triggers:

Use of State Lands

Ho'olehua Veterans and Homestead Residents' Community Center, Final Environmental Assessment, prepared for Department of Hawaiian Home Lands by G70, 2018.  
(2018-11-08-MO-FEA)

#### CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

The recommended disposition is consistent with the following plans, policies, and programs:

- 1) DHHL General Plan Update (Final Draft, November 2022) goals:

Goal HC-2A: Partner with homestead communities, non-profits, government agencies, and ali'i trusts to provide needed services to communities.

Goal ED-1: Provide economic opportunities for beneficiaries on Hawaiian home lands.

Goal ED-1F: Explore partnerships to utilize Hawaiian home lands to provide economic opportunities for beneficiaries.

- 2) Molokai Island Plan, June 2005

- Land Use Designation: Community Use, June 2005, Figure 7.2, Ho'olehua-Pala'au Land Use Alternative

- 3) Regional Plan: The proposed use of Hawaiian Home Lands is not identified as a regional priority project in the Molokai Regional Plan dated 2019.

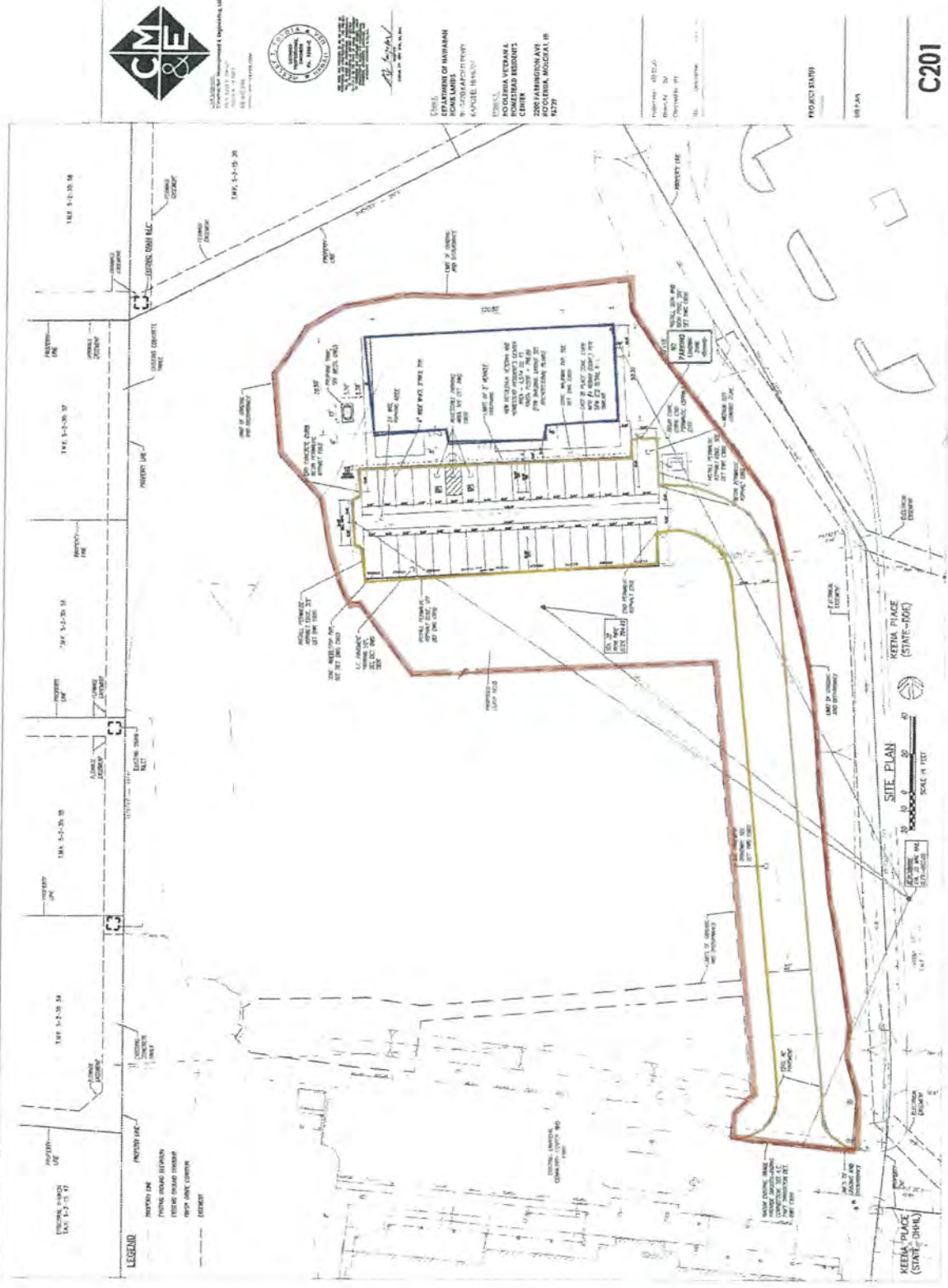
#### AUTHORITY

§207(c)(1)(A) of the Hawaiian Homes Commission Act, 1920, as amended, authorizes the department to grant licenses for the use of Hawaiian Home Lands for public purposes.

#### RECOMMENDATION

Land Management Division respectfully recommends approval of the requested motion/action as stated.





Client: DEPARTMENT OF INDIAN AFFAIRS  
SICILIANI'S  
10100 PAPERWAY  
SCOTTSDALE, AZ 85257

Project: PO BOX 8841  
PO BOX 8841  
PO BOX 8841  
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PO BOX 8841  
PO BOX 8841  
PO BOX 8841  
PO BOX 8841

Author: RRS/ADJ  
Date: 11/20/10  
Revision: 01  
Drawing No: 11000002.DWG  
Scale: As Shown  
Drawing Title: SITE PLAN

PROJECT NAME: PO BOX 8841

DRAWN BY: RRS

C201

ITEM NO. F-5  
EXHIBIT "A"

CAPITAL IMPROVEMENT PROJECTS

ITEM NO.	CAPITAL PROJECT NO.	TITLE	EXPENDING AGENCY	APPROPRIATIONS (IN 000'S)			
				FISCAL YEAR 2017-2018	M O F	FISCAL YEAR 2018-2019	M O F

1							
2	29.05.	MOLOKAI VETERANS CENTER, MOLOKAI					
3							
4		PLANS, DESIGN, CONSTRUCTION AND					
5		EQUIPMENT FOR PARKING LOT PORTABLE					
6		FACILITY AND INSTALLATION OF SEPTIC TANK					
7		AND PHOTOVOLTAIC SYSTEM; GROUND AND SITE					
8		IMPROVEMENTS; EQUIPMENT AND APPURTENANCES					
9		IN HOOLEHUA TO PROVIDE SERVICES TO					
10		VETERANS AND HOMESTEAD RESIDENTS. THE					
11		LEGISLATURE FINDS AND DECLARES THAT THE					
12		APPROPRIATION IS IN THE PUBLIC INTEREST					
13		AND FOR THE PUBLIC'S HEALTH, SAFETY AND					
14		GENERAL WELFARE OF THE STATE.					
15		PLANS					1
16		DESIGN					998
17		CONSTRUCTION					3,000
18		EQUIPMENT					1
19		TOTAL FUNDING	HHL		C		4,000 C
20							

21	29.06.	WAIANAE COAST PARALLEL ROUTE, OAHU					
22							
23		PLANS, LAND ACQUISITION, DESIGN,					
24		CONSTRUCTION, AND EQUIPMENT FOR PARALLEL					
25		ROUTE FOR THE WAIANAE COAST, INCLUDING					
26		BUT NOT LIMITED TO SAFETY IMPROVEMENTS,					
27		SYSTEM PRESERVATION, AND					
28		TRAFFIC/CONGESTION RELIEF.					
29		PLANS					1
30		LAND					1
31		DESIGN					497
32		CONSTRUCTION					1,500
33		EQUIPMENT					1
34		TOTAL FUNDING	HHL		C		2,000 C

35

36



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21 & 22, 2024

To: Chairman and Members, Hawaiian Homes Commission

Thru: Linda Chinn, Acting Administrator Land Management Division <sup>for</sup>  
↳A

From: Joseph Kualii Camara, Property Development Agent, Land Management Division jc

Subject: Agenda Item F-4, For Information Only -- 'Āina Mauna Legacy Program Updates

**RECOMMENDED MOTION/ACTION**

For information only.

**Discussion**

The purpose of this update is to provide the HHC with information related to the implementation of the 'Āina Mauna Legacy Program Plan and related on-going DHHL management activities in its Humu`ula/Pi`ihonua tract on the island of Hawaii.

*'Āina Mauna Legacy Program Plan Purpose*

The purpose of the 'Āina Mauna Legacy Program Plan (the "Plan"), as adopted by the Hawaiian Homes Commission ("HHC") in 2009, is to restore and conserve the trust resources that exist in the region that include, but are not limited to, the Native Hawaiian koa forest, sensitive environmental resources, and other cultural and historic resources.

The Humu`ula/Pi`ihonua area is composed of approximately 56,200-acres of Hawaiian Home Lands (HHL), located on the northeast slopes of Mauna Kea and Mauna Loa. See Maps on Pages 3 and 4. The Humu`ula/Pi`ihonua lands are the largest contiguous parcel under the jurisdiction of the HHC and encompass over a quarter of the lands in the HHL trust. The lands of Humu`ula and Pi`ihonua represent some of the most important native forest areas remaining in the HHL trust.

*Power Point Presentation and Discussion*

The following topics will be covered in a Power Point presentation to inform the HHC and discuss the progress of `Āina Mauna Legacy Program implementation in 2022-2024.

### **Gorse Control Activities**

- Yearly gorse control efforts
  - Helicopter Control
  - Heavy Machinery Control

### **Koa Forestry and Planning**

- Sustainable Koa Forestry Grant and Project
- Potential for Koa Harvests

### **Watershed Management and Reforestation Efforts**

- **Uau Fence**
- Piihonua Mauka
- Kanakaleonui Bird Corridor
- Mamane Restoration

### **Cattle Removal Efforts and Challenges**

- Limited/Restricted Cattle removal since September of 2022
  - Discussion on efforts thus far since 2020
- Importance of feral cattle removal to all aspects of Aina Mauna Legacy Program
- Discuss planned renewal of efforts to remove cattle

### **Enforcement issues**

- Enforcement issues and how they impede implementation of Aina Mauna Legacy Program.

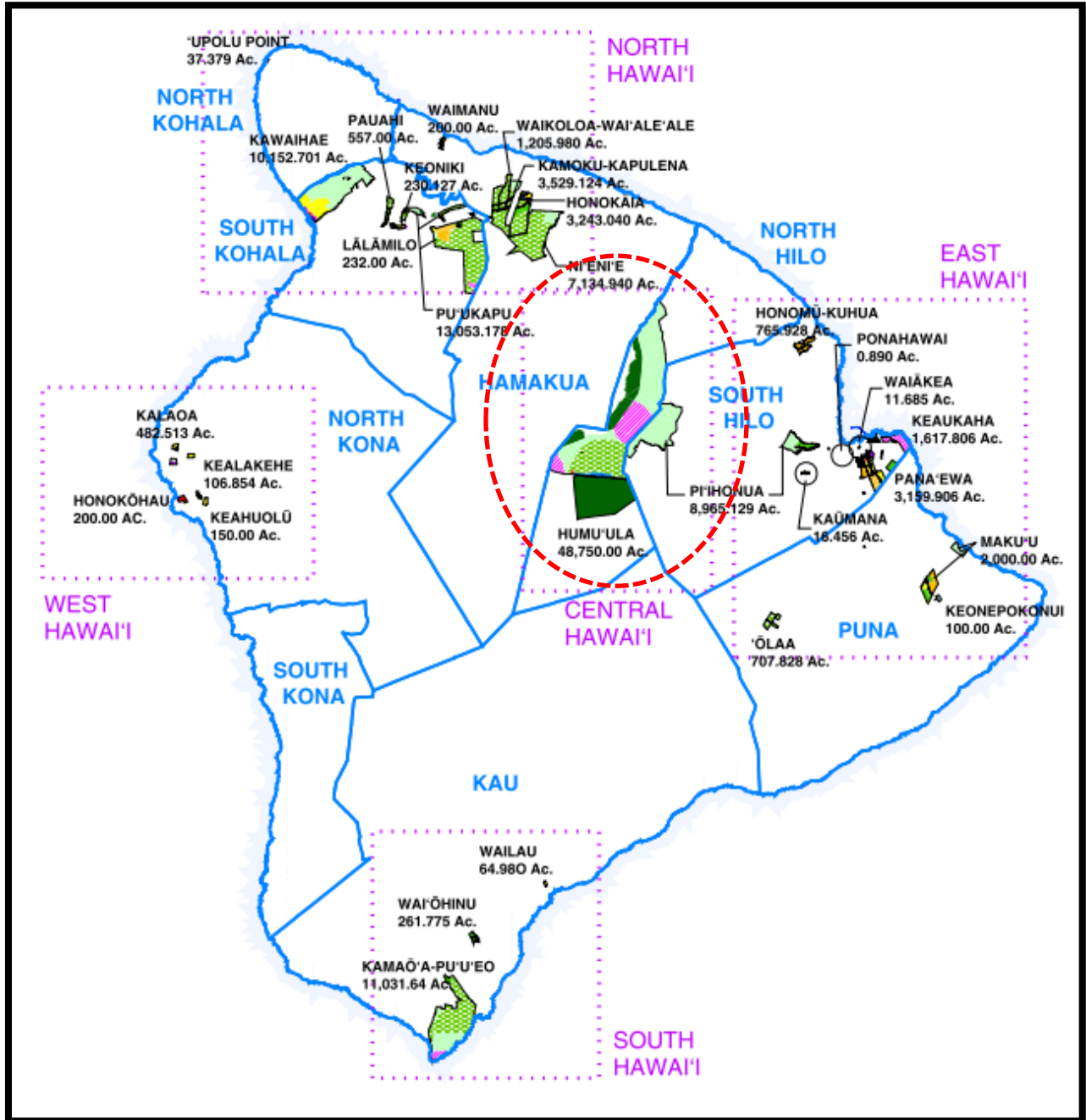
## **RECOMMENDATION**

For information only. Aina Mauna Legacy Plan can be found on DHHL website online at:

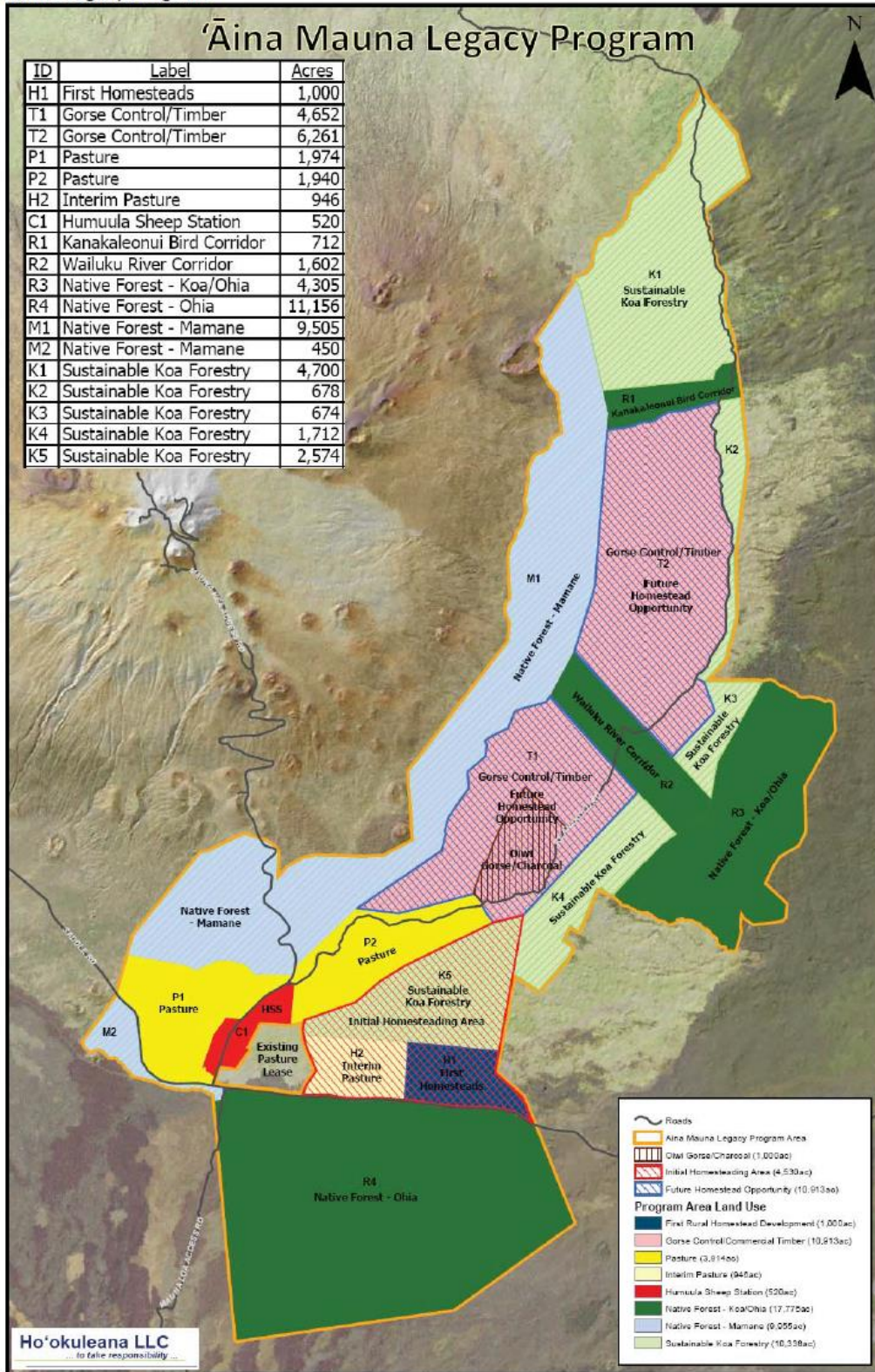
[https://dhhl.hawaii.gov/wp-content/uploads/2011/05/Aina\\_Mauna\\_Legacy\\_Program\\_FINAL.pdf](https://dhhl.hawaii.gov/wp-content/uploads/2011/05/Aina_Mauna_Legacy_Program_FINAL.pdf)

**DHHL LANDS OF HAWAII ISLAND**

**AINA MAUNA LANDS OF HUMUULA AND PIIHONUA – RED CIRCLE**



‘Āina Mauna Legacy Program

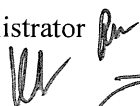




STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator  
Land Management Division   
Kalei Young, Supervising Land Agent  
Land Management Division 

From: Shelly Carreira, Land Agent   
Land Management Division

Subject: Approval to Issue Licenses for the Management of the Molokai Veterans and Homestead Residents' Center, Ho'olehua, Molokai, TMK (2) 5-2-015:053 (por.)

RECOMMENDED MOTION/ACTION:

1. That the Hawaiian Homes Commission grant its approval to issue a temporary license agreement to the Molokai Homestead Farmers Alliance for approximately 24,101 square feet (more or less) of Hawaiian home lands TMK: (2) 5-2-015:053 (por.) located in Ho'olehua, Molokai for the purpose of interim administrative, fiscal, and physical management and maintenance of the Ho'olehua Veterans and Homesteader Residents' Center, while providing technical assistance and administrative support to the proposed long-term licensee, the Homestead Association of Veterans.
  - A. The standard terms and conditions of the most current license agreement form, as may be amended from time to time;
  - B. The term of the license agreement is for six (6) months commencing upon execution of the license document. LICENSEE and LICENSOR may mutually agree to extend the term of the license for an additional six (6) month period. The term extension is subject to approval by the Chairman of the Hawaiian Homes Commission and subject to further technical assistance and administrative support needed by the Homestead Association of Veterans;
  - C. The fee for the interim term shall be gratis;
  - D. The non-refundable processing and documentation fee of \$275.00 shall be waived;
  - E. LICENSEE shall assist the Homesteader Association of Veterans with developing Standard Operating Procedures for the purpose of utilizing space to offer programs and services that will benefit veterans and homestead beneficiaries, including but not limited to space rentals for revenue generating purposes;
  - F. At minimum, LICENSEE shall afford the Ho'olehua Homesteaders Association the first rights for scheduling the following events:
    - i. Monthly Board Meeting

- ii. General Membership Meeting
- iii. Monthly Farmers Market

The fee for the activities listed in section F. i, ii, iii, shall be consistent with the established user fees set forth in the Standard Operating Procedures;

G. LICENSOR shall pay all utility cost during the interim period;

H. LICENSEE shall be responsible for providing physical and fiscal management of the subject areas and facilities to include:

- i. Coordinating reservations for use of the facility.
- ii. Coordinating kitchen use for users. The kitchen is not certified for commercial food preparations. The kitchen shall be managed in accordance with current Department of Health rules and regulations.
- iii. Collecting and managing the user fees.
- iv. Collecting and refunding security deposits.
- v. Checking users in and out of the facilities.
- vi. Interior cleaning, janitorial services, maintenance, repair and cleaning of the grounds and common areas of premises after use, including all necessary cleaning supplies, paper products, trash receptacles and bags.
- vii. Maintaining facility equipment and appliances in accordance with instructions identified in the Operations Manuals, Foodservice Equipment.
- viii. Procuring and maintaining the services of a handyman for minor repairs to the facility.
- ix. Service and maintenance of fire suppression equipment, such as portable fire extinguishers and smoke detectors that may be located within the licensed premises.
- x. Service, maintenance, and repairs of solar photovoltaic system.
- xi. Establish and maintain service for refuse pick up and disposal.
- xii. Operations, maintenance, and repairs for the facility security system.
- xiii. LICENSEE shall coordinate large scale events with the Lanikeha Center managers to avoid potential scheduling conflicts.

I. LICENSEE shall be responsible for managing and maintaining the premises and any and all equipment and personal property of LICENSEE upon the premises in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling of disposal of all trash, garbage and all other refuse resulting from its activities on the premises;

J. The service and consumption of alcohol beverages is not permitted on the license premises;

K. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts.

2. That the Hawaiian Homes Commission grant its approval to issue a license agreement to the Homestead Association of Veterans for approximately 24,101 square feet (more or less) of Hawaiian home lands TMK: (2) 5-2-015:053 (por.) located in Ho'olehua, Molokai for the purpose of long-term administrative, fiscal, and physical management and maintenance of the Ho'olehua Veterans and Homesteader Residents' Center to be entered into after the expiration of the temporary interim license.

A. The term of the license agreement shall be for 5-years commencing upon the execution of the license document. The license may be extended by the Hawaiian Homes Commission for an



additional five (5) year period provided that LICENSEE has satisfactorily fulfilled the purpose for which the license was issued. LICENSEE must apply for a license extension six (6) months prior to the expiration of the term;

- B. The annual fee for the term of this license agreement shall be \$240.00 and payable in monthly installments;
- C. The non-refundable processing and documentation fee of \$275.00 shall be waived;
- D. LICENSEE shall be responsible to pay all taxes, assessments, utility, security, and telecommunication services;
- E. At minimum, LICENSEE shall afford the Ho'olehua Homesteaders Association the first rights for scheduling the following events:
  - i. Monthly Board Meeting
  - ii. General Membership Meeting
  - iii. Monthly Farmers Market

The fee for the activities listed in section E. i, ii, iii, shall be consistent with the established user fees set forth in the Standard Operating Procedures;

- F. LICENSEE shall be responsible for managing and maintaining the premises and any and all equipment and personal property of LICENSEE upon the premises in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling of disposal of all trash, garbage and all other refuse resulting from its activities on the premises;
- G. As part of the LICENSOR'S regular review of LICENSEE activities, LICENSEE shall submit an Annual Progress Report to the LICENSOR each year on the anniversary date of license commencement. The Annual Progress Report shall document the LICENSEE'S activities of the previous year and shall include, but not be limited to the following:
  - i. LICENSEE shall work with LICENSOR to identify specific reporting requirements and applicable metrics to monitor progress towards achieving the LICENSEE'S charitable purposes. Minimum reporting requirements shall include the number of beneficiaries served and a description of how LICENSEE has been serving beneficiaries of the Hawaiian Homes Commission Act of 1921, as amended.
  - ii. A financial report that includes standard annual financial statements and the LICENSEE'S IRS 990 Form for the preceding fiscal year, as well as a budget for the following year, shall be included in the Annual Progress Report.
  - iii. Letters from the boards of homestead community associations, other community nonprofits, and any other community-based community organization within the respective service area. Letters shall include information on whether the LICENSEE has satisfactorily provided programs and services to beneficiaries in the respective year of the Annual Progress Report.
- H. LICENSEE shall be responsible for providing physical and fiscal management of the subject areas and facilities to include:
  - i. Coordinating reservations for use of the facility.

- ii. Coordinating kitchen use for users. The kitchen is not certified for commercial food preparations. The kitchen shall be managed in accordance with current Department of Health rules and regulations.
- iii. Collecting and managing the user fees.
- iv. Collecting and refunding security deposits.
- v. Checking users in and out of the facilities.
- vi. Interior cleaning, janitorial services, maintenance, repair and cleaning of the grounds and common areas of premises after use, including all necessary cleaning supplies, paper products, trash receptacles and bags.
- vii. Maintaining facility equipment and appliances in accordance with instructions identified in the Operations Manuals, Foodservice Equipment.
- viii. Procuring and maintaining the services of a handyman for minor repairs to the facility.
- ix. Service and maintenance of fire suppression equipment, such as portable fire extinguishers and smoke detectors that may be located within the licensed premises.
  - x. Service, maintenance, and repairs of solar photovoltaic system.
  - xi. Establish and maintain service for refuse pick up and disposal.
  - xii. Operations, maintenance, and repairs for the facility security system.
- xiii. LICENSEE shall coordinate large scale events with the Lanikeha Center managers to avoid scheduling conflicts.

- I. The service and consumption of alcohol beverages is not permitted on the licensed premise; and
- J. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts.

LOCATION:

Portion of Hawaiian home lands situated in Ho’olehua, Island of Molokai, identified as TMK: (2) 5-2-015:053 (See Exhibit “A”)

AREA:

24,101.0 square feet (more or less)

BACKGROUND/DISCUSSION

The State Department of Defense (DoD) was allocated Capital Improvement Project (CIP) funding for building a new veterans center in Ho’olehua, but DoD did not have available lands for the project. The Department of Hawaiian Home Lands (DHHL) agreed to accept the CIP funding and build the center on Hawaiian home lands, see State House Bill 1900 HD1 SD2 CD1 attached as Exhibit “B”. The project consists of building a new community facility to serve the needs of both the Molokai veterans and Molokai beneficiaries by improving health, medical and social services and providing spaces for community gatherings and food preparation. DHHL Land Development Division (LDD) is overseeing the construction project as Land Management Division (LMD) prepares for occupancy.

At its meeting of April 22, 2024, the Hawaiian Homes Commission deferred its decision on Land Management Division’s submittal Item No. F-5 regarding the Molokai Veterans Caring for Veterans (MVCFV) management of the Ho’olehua Veterans and Homestead Residents’ Center (Center). The deferral was based on public testimony and to allow time for the MVCFV to resolve ongoing leadership issues and other pending matters.

Molokai Commissioner Lasua initiated discussions with various stakeholders for an alternative management solution thus resulting in the proposed short-term and longer-term management approach. These discussions helped move management decisions forward. The Molokai Homestead Farmers Alliance (MHFA) has 8+ years of experience managing the Lanikeha Community Center and therefore approval on the short-term license will allow the MHFA to manage the Center on an interim basis while providing technical assistance to support the Homestead Association for Veterans as they prepare for a longer-term management roll.

In consideration of the Ho'olehua Homesteaders Association request for reassurance that they will be able to calendar specific events at the Center, a provision allowing first rights to schedule have been incorporated into the terms and conditions for both short- and long-term management.

Approval on the requested motion will allow Center management necessary for implementing programs and services that benefit veterans, homesteaders, and the larger community.

#### HRS CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Triggers:

Use of State Lands

Ho'olehua Veterans and Homestead Residents' Community Center, Final Environmental Assessment, prepared for Department of Hawaiian Home Lands by G70, 2018.  
(2018-11-08-MO-FEA)

#### CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

The recommended disposition is consistent with the following plans, policies, and programs:

- 1) DHHL General Plan Update (Final Draft, November 2022) goals:

Goal HC-2A: Partner with homestead communities, non-profits, government agencies, and ali'i trusts to provide needed services to communities.

Goal ED-1: Provide economic opportunities for beneficiaries on Hawaiian home lands.

Goal ED-1F: Explore partnerships to utilize Hawaiian home lands to provide economic opportunities for beneficiaries.

- 2) Molokai Island Plan, June 2005

- Land Use Designation: Community Use, June 2005, Figure 7.2, Ho'olehua-Pala'au Land Use Alternative

- 3) Regional Plan: The proposed use of Hawaiian Home Lands is not identified as a regional priority project in the Molokai Regional Plan dated 2019.

#### AUTHORITY

§207(c)(1)(A) of the Hawaiian Homes Commission Act, 1920, as amended, authorizes the department to grant licenses for the use of Hawaiian Home Lands for public purposes.

#### RECOMMENDATION

Land Management Division respectfully recommends approval of the requested motion/action as stated.



CENTRAL MISSISSIPPI ASSOCIATES & ENGINEERS, INC.  
 1423 E. MAIN STREET, SUITE 300  
 MEMPHIS, TENNESSEE 38103  
 TEL: 901.527.1423  
 FAX: 901.527.1424  
 WWW.CM&E.COM



**Kenneth E. Smith**  
 LICENSE NO. 4312 (A)  
 CIVIL ENGINEER  
 STATE OF TENNESSEE  
 EXPIRES 12/31/2023

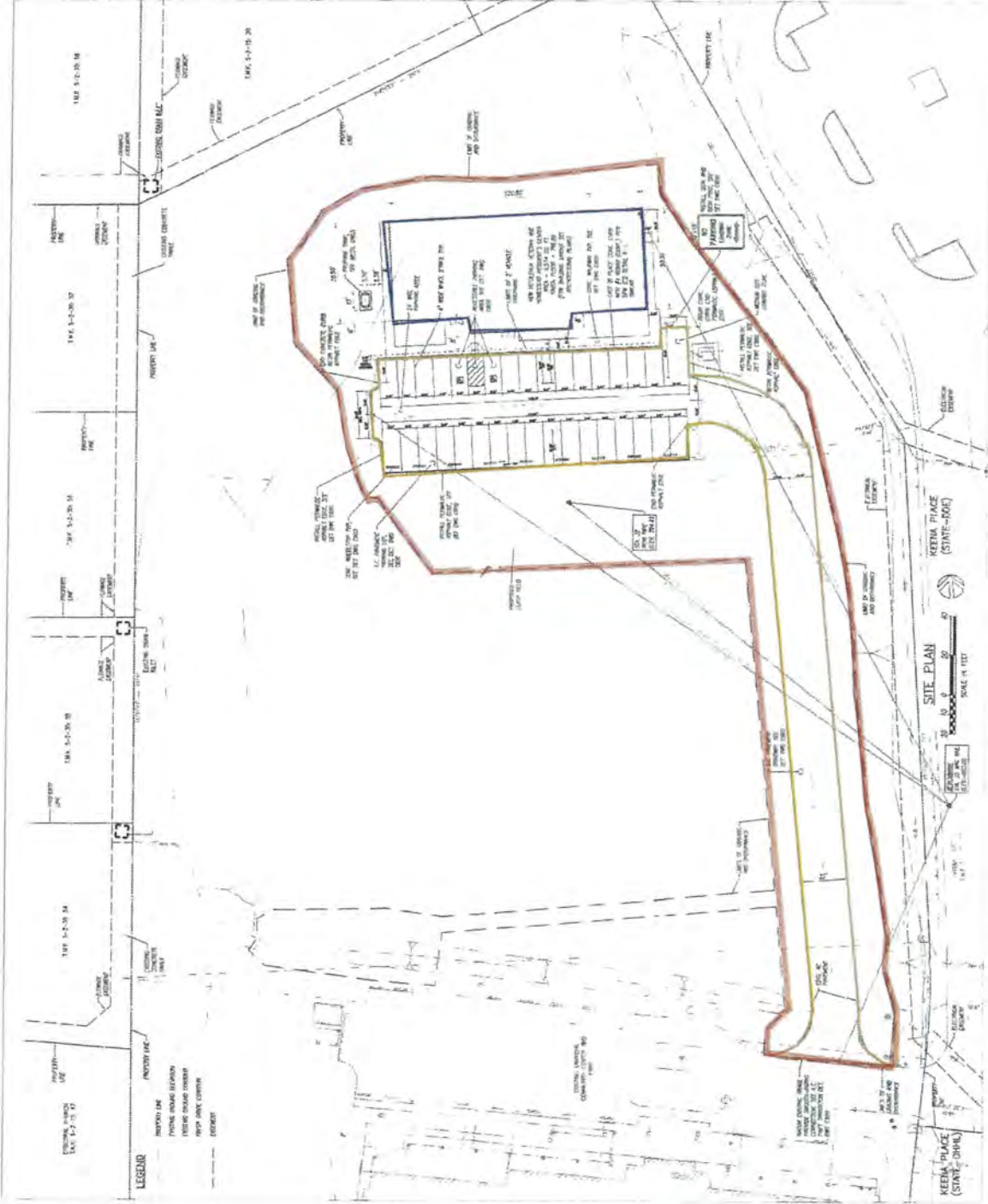
**STATE OF MISSISSIPPI**  
 DEPARTMENT OF REVENUE  
 800 N. GADSDEN BOULEVARD  
 JACKSON, MISSISSIPPI 39201  
 PHONE: 601.261.1234  
 FAX: 601.261.1235  
 WWW.DOR.STATE.MI.US

**PO BOX 943807**  
 JACKSON, MISSISSIPPI 39294  
**PO BOX 943808**  
 JACKSON, MISSISSIPPI 39294  
**PO BOX 943809**  
 JACKSON, MISSISSIPPI 39294

License No: 4312 (A)  
 Exp. Date: 12/31/2023  
 Issued: 12/31/2020  
 State: MS

PROJECT NAME:  
 087 JAN

**C201**



**ITEM NO. F-5**  
**EXHIBIT "A"**

CAPITAL IMPROVEMENT PROJECTS

ITEM NO.	CAPITAL PROJECT NO.	TITLE	EXPENDING AGENCY	APPROPRIATIONS (IN 000'S)			
				FISCAL YEAR 2017-2018	M O F	FISCAL YEAR 2018-2019	M O F

1							
2	29.05.	MOLOKAI VETERANS CENTER, MOLOKAI					
3							
4		PLANS, DESIGN, CONSTRUCTION AND					
5		EQUIPMENT FOR PARKING LOT PORTABLE					
6		FACILITY AND INSTALLATION OF SEPTIC TANK					
7		AND PHOTOVOLTAIC SYSTEM; GROUND AND SITE					
8		IMPROVEMENTS; EQUIPMENT AND APPURTENANCES					
9		IN HOOLEHUA TO PROVIDE SERVICES TO					
10		VETERANS AND HOMESTEAD RESIDENTS. THE					
11		LEGISLATURE FINDS AND DECLARES THAT THE					
12		APPROPRIATION IS IN THE PUBLIC INTEREST					
13		AND FOR THE PUBLIC'S HEALTH, SAFETY AND					
14		GENERAL WELFARE OF THE STATE.					
15		PLANS					1
16		DESIGN					998
17		CONSTRUCTION					3,000
18		EQUIPMENT					1
19		TOTAL FUNDING	HHL		C		4,000 C
20							

21	29.06.	WAIANAE COAST PARALLEL ROUTE, OAHU					
22							
23		PLANS, LAND ACQUISITION, DESIGN,					
24		CONSTRUCTION, AND EQUIPMENT FOR PARALLEL					
25		ROUTE FOR THE WAIANAE COAST, INCLUDING					
26		BUT NOT LIMITED TO SAFETY IMPROVEMENTS,					
27		SYSTEM PRESERVATION, AND					
28		TRAFFIC/CONGESTION RELIEF.					
29		PLANS					1
30		LAND					1
31		DESIGN					497
32		CONSTRUCTION					1,500
33		EQUIPMENT					1
34		TOTAL FUNDING	HHL		C		2,000 C

35

36



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator  
Land Management Division *VA*

Kalei Young, Supervising Land Agent *KY*  
Land Management Division

From: Shelly Carreira, Land Agent *SC*  
Land Management Division

Subject: Approval to Issue Right of Entry Permit, Nā Pua A Lunalilo, Kalama'ula, Molokai Island, TMKS: (2) 5-2-009:012 (por.) & (2) 5-2-008:094 (por.)

APPLICANT:

Nā Pua A Lunalilo "PERMITTEE"

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) grant its approval to issue a Right of Entry (ROE) permit to Nā Pua A Lunalilo for approximately 10.0 acres (more or less) of Hawaiian home lands TMK: (2) 5-2-009:012 (por.) & (2) 5-2-008:094 (por.) for the purpose of conducting due diligence studies including but not limited to project master plan, business plan, and related Chapter 343, HRS and Chapter 6E, HRS compliance requirements.

1. Authorize the issuance of a Right of Entry permit to PERMITTEE covering the subject area under the terms and conditions cited below, which are by this reference incorporated herein and further subject to the following:
  - A. The standard terms and conditions of the most current right of entry permit form, as may be amended from time to time;
  - B. The term of the Right of Entry shall be month to month for up to twelve (12) months, commencing upon execution, with the option for four additional twelve (12) month extensions at the sole discretion of PERMITTOR;
  - C. The fee for the term of this ROE shall be gratis;
  - D. PERMITTEE shall submit a Master Plan. Master plan shall include but not be limited to:
    - i. Narrative description that clearly articulates permittee's project goals for the project area and detailed description of each proposed programmatic element and land use by the permittee.

- ii. Site plan drawing at scale of the project area depicting conceptual size and location of proposed improvements and programmatic use of the project area.
  - iii. Subdivision plan with metes and bounds description showing subdivision and lot consolidation of the affected lots.
- E. PERMITTEE shall submit a Project Business Plan. The Project Business Plan shall include a description of expense and income budget (start-up/initial costs, operating budget, reserve fund, fundraising campaign). Business plan shall identify rough order of magnitude (ROM) cost for all capital improvements proposed by permittee to the premises including off-site infrastructure. Business plan shall include ROM cost for operation and maintenance expenses. Business plan shall include ROM for programmatic expenses including but not limited to staff salary and compensation. Business plan shall identify potential revenue sources and reasonably justified estimated revenue projections from each of these sources.
- F. PERMITTEE shall consult with and work closely with PERMITTOR on completing HRS Chapter 343 and HRS Chapter 6E compliance documentations and studies. If HRS Chapter 343 Environmental Assessment or Environmental Impact Statement is required, approval of these documents is subject to the review and approval of the Hawaiian Homes Commission. HRS Chapter 6E compliance is subject to the approval/concurrence of the Department of Land Natural Resources State Historic Preservation Division.
- G. As part of the PERMITTOR's regular review of PERMITTEE activities, and in exchange for the gratis ROE fee, PERMITTEE shall submit a bi-annual progress report to the PERMITTOR (every six months) starting from the ROE permit commencement date. The bi-annual progress reports shall document the PERMITTEE's activities of the previous period and shall include but not be limited to the following:
- i. Timeline and schedule to complete due diligence studies as described in Sections D thru G of this agreement. Timeline and schedule should identify major milestones in the completion of due diligence studies.
  - ii. Description of major activities related to the project timeline and schedule that were conducted and/or completed in the six-month period.
  - iii. Progress report shall also include description of circumstances that may affect the permittee's timeline and schedule for completion of due diligence studies.
  - iv. Progress report shall identify any professional service provider or third-party assisting the permittee in the completion of due diligence studies.
- H. The documentation and processing fee shall be waived;
- I. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts;
2. Declare that, after considering the potential effects of the proposed ROE disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR the due diligence studies conducted will probably have minimal or no significant effect on the environment.

LOCATION:

Portion of Hawaiian home lands situated in Kalama'ula, Island of Molokai, identified as TMK: (2) 5-2-009:012 (por.) & (2) 5-2-008:094 (por.) (See Exhibit "A")

October 2024

AREA:

10.0 acres

BACKGROUND/DISCUSSION:

A proposal titled "The Residences at Kalama'ula: A Pilot Affordable Rental Housing Solution for Hawaiian Home Lands Kūpuna Beneficiaries" has been submitted to the Department of Hawaiian Home Lands for consideration. The proposed project is a collaborative effort involving key partnerships with the King Lunalilo Trust and Kalaniana'ole Development LLC. King Lunalilo Trust, through its nonprofit affiliate Nā Pua A Lunalilo, will serve as the property manager, ensuring the project's goals align with its mission to care for native Hawaiian elders. Kalaniana'ole Development LLC, while a new entity, benefits from the extensive expertise of its members, who have significant experience in affordable housing development, ensuring high standards of quality and affordability.

The Residences at Kalama'ula addresses the critical housing needs of kūpuna within the Kalama'ula Homestead community and those on the waitlist. The proposed project will provide 47 affordable one-bedroom rental units and one two-bedroom manager's unit, offering a supportive and culturally enriched living environment. Key aspects include addressing the needs of kūpuna on the DHHL waitlist, responding to significant market demand, garnering strong community support, incorporating sustainable practices, securing diverse funding sources, and aligning with the objectives of the Hawaiian Homes Commission Act (HHCA). The full proposal is attached as Exhibit "B".

Kalama'ula is the oldest homestead in Hawai'i, home to many kūpuna, including direct descendants of the original homesteaders. This community faces the challenge of an aging population, which requires thoughtful and supportive housing solutions. Many kūpuna remain in their homes despite physical and financial difficulties. The physical upkeep of a home can become overwhelming for kūpuna living on fixed incomes. The Kalama'ula kūpuna housing project addresses these challenges by providing affordable, supportive, and culturally enriched housing options for the aging population within the homestead.

While existing homesteaders continue to age, there is a substantial waitlist of native Hawaiian families and individuals seeking housing. Kūpuna represent the largest and most vulnerable group on this waitlist, often living on fixed incomes and facing home maintenance and accessibility issues. The current housing market on Moloka'i does not adequately meet the needs of kūpuna. Affordable rental units that are culturally appropriate and equipped with supportive services are extremely limited. The Residences at Kalama'ula will address this gap by providing 47 affordable rental units specifically for kūpuna, along with a two-bedroom manager's unit to ensure onsite management and support.

The project has garnered strong community support, as evidenced by the Kalama'ula Kūpuna Housing Project Survey conducted in partnership with the Kalama'ula Homesteaders Association. Among the 140 respondents, 88% were in favor of the project, highlighting its potential to meet critical community needs. The involvement of the Kalama'ula Homesteaders Association in the planning and design phases ensures that community needs and cultural values are thoroughly incorporated, demonstrating the importance and viability of this initiative.

The Nā Pua A Lunalilo desires a long-term general lease disposition for the development and management of the Residences at Kalama'ula and submitted its Non-Profit Organization Application for Long-Term Use of DHHL Lands, see attached Exhibit "C". Approval on the requested motion will allow Nā Pua A Lunalilo site access necessary to complete due diligence requirements.



CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

The recommended disposition is consistent with the following plans, policies, and programs:

1) DHHL General Plan Update (November 2022) goals:

Goal HS-1B: Prioritize housing for beneficiaries before considering other uses of Trust lands.

Goal HS-2: Provide a mix of housing opportunities that reflect the needs and desires of native Hawaiian beneficiaries.

Goal HS-2A: Provide a variety of residential types that match beneficiary needs in terms of housing products (owner-builder, turnkey, self-help, etc.), types of housing units (single family, multi-family, kupuna housing, rental, etc.) and financing.

2) Molokai Island Plan, June 2005

- Land Use Designation: Community Use, June 2005, Figure 5.2, Kalama'ula Land Use Plan

3) Regional Plan: The proposed use of Hawaiian Home Lands is not identified as a regional priority project in the Molokai Regional Plan dated 2019.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with the Department of Hawaiian Home Lands Comprehensive Exemption List as reviewed and concurred upon by the Environmental Council on March 3, 2021, the Right of Entry permit is exempt from the preparation of an environmental assessment pursuant to Exemption Class #5, "Basic data collection, research, experimental management, and resource evaluation activities which do not result in serious or major disturbances to an environmental resource."

RECOMMENDATION

Land Management Division respectfully recommends approval of the requested motion/action as stated.



ITEM NO. F-6  
EXHIBIT "A"

# **The Residences at Kalamaula**

## **A Pilot Affordable Rental Housing Solution for Hawaiian Home Lands Kūpuna Beneficiaries**

A Proposal to Approve the Issuance of a Long Term 65-Year General Lease

Prepared by:

Keola Dean, CEO, King Lunalilo Trust  
Patti Tancayo, CEO, Kalaniana'ole Development  
Lehua Kauka, President, Kalama'ula Homestead Association

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**ITEM NO. F-6  
EXHIBIT "B"**

## **Executive Summary**

The Residences at Kalama'ula project is an affordable rental solution that addresses the urgent need for culturally appropriate affordable housing for native Hawaiian kūpuna. It seeks to resolve the critical issue of kūpuna spending their final years on the DHHL waitlist in poor living conditions and aging homesteaders who can no longer manage the physical and financial responsibilities of owning a home. This project provides a supportive living environment that fosters independence, well-being, and the perpetuation of Hawaiian cultural practices for kūpuna on the Department of Hawaiian Home Lands (DHHL) homestead waitlist and existing kūpuna homesteaders.

Kalaniana'ole Development will develop the project, led by a Hawaiian Home Land beneficiary, who has assembled a team experienced in infrastructure, construction, finance, real estate law, architecture, entitlements, permitting, and development to ensure the housing project meets high standards of quality and affordability. Kalaniana'ole Development will coordinate all aspects of the process: planning, financing, and construction of the project, leveraging their expertise in Low-Income Housing Tax Credits (LIHTC) and other affordable housing financing tools.

King Lunalilo Trust, through its organization Na Pua O Lunalilo, is dedicated to perpetuating the legacy of King William Charles Lunalilo by providing compassionate care and housing for elderly Native Hawaiians. This mission aligns with the goals of The Residences at Kalama'ula project, ensuring that kūpuna have access to supportive and culturally appropriate living conditions. Na Pua O Lunalilo will serve as the property manager, and after the LIHTC compliance period, it will take over the property from the investor, ensuring the continuity of the project's goals.

Securing approval from the Hawaiian Home Lands Commission (HHLC) for a 65-year general lease is required for the implementation of The Residences at Kalama'ula project by Na Pua O Lunalilo. This approval under Hawaii Revised Statute 171-43.1, is a regulatory step to ensure the project's legal compliance and enable its development.

## **Introduction**

The Kalamaula Homestead, established in 1922, is the oldest homestead in the state. Kalamaula is home to many kūpuna, including direct descendants of the original homesteaders. A significant portion of its residents are now in their senior years, similar to those in other homesteads on the island. This aging demographic brings about unique challenges that necessitate thoughtful and supportive housing solutions. The aging population in Kalamaula mirrors the broader trend seen across Hawai'i and other homesteads, where kūpuna face increasing difficulties in maintaining their homes, both physically and financially. Moreover, many kūpuna on the Department of Hawaiian Home Lands (DHHL) waitlist are living in overcrowded and unaffordable housing conditions. Many of these kūpuna are beyond their peak earning years, making it unrealistic for them to afford to build on a homestead award. Therefore, the proposed kupuna housing project aims to address the needs of both current homesteaders and those on the waitlist by providing affordable and culturally appropriate housing solutions.

## **Alignment with the Hawaiian Homes Commission Act (HHCA)**

The Residences at Kalama'ula project aligns with the Hawaiian Homes Commission Act (HHCA) by addressing the housing needs of native Hawaiian elders. This alignment is evident in the following aspects:

1. Fulfilling the Purposes of the HHCA:
  - As declared by Congress in Section 101(a), the policy of the HHCA is “to enable native Hawaiians to return to their lands in order to fully support self-sufficiency for native Hawaiians [...] and the preservation of the values, traditions, and culture of native Hawaiians.” The The Residences at Kalama'ula project directly contributes to these purposes by offering options for affordable, secure, and culturally appropriate housing for native Hawaiian elders who are beneficiaries of the Department of Hawaiian Home Lands (DHHL).
2. Meeting Eligibility Requirements:
  - The project targets native Hawaiian kūpuna who are on the DHHL waitlist or are existing kūpuna homesteaders on Molokai. This prioritization ensures that the housing is a community-based development to benefit those most in need, in strict adherence to the eligibility criteria outlined in the HHCA.
3. Utilization of Hawaiian Home Lands:
  - The land for the The Residences at Kalama'ula project will be maintained under the ownership of DHHL. This usage aligns with the HHCA's intention to reserve lands for the benefit of native Hawaiians, ensuring that the property remains dedicated to supporting their housing needs in perpetuity.
4. Cultural Preservation and Community Engagement:
  - The project incorporates spaces and programs designed to preserve and promote Hawaiian culture, such as areas for storytelling, lauhala weaving, hula, and traditional healing practices. By fostering these cultural activities, the project

supports the HHCA's broader objective of cultural preservation and community strengthening among native Hawaiians.

5. Sustainable Ownership and Management:
  - Initially, tax credit investors will own the improvements to ensure compliance with funding requirements. However, the long-term plan involves transitioning ownership to a partnership between the Kalama'ula Homesteaders Association and Nā Pua A Lunalilo (a nonprofit affiliate of the King Lunalilo Trust), reflecting a sustainable model that builds economic self-sufficiency within the native Hawaiian community, as envisioned by the HHCA.
6. Provision of Supportive Services:
  - The project includes supportive services tailored to the needs of kūpuna, such as healthcare and cultural programs. This holistic approach not only addresses housing needs but also enhances the overall well-being of residents, aligning with the HHCA's commitment to improving the quality of life for native Hawaiians.
7. Economic and Employment Opportunities:
  - The development and operation of the The Residences at Kalama'ula project will create employment opportunities for the local community. The project will hire property management and maintenance staff from the local native Hawaiian community, thereby supporting economic development and self-sufficiency among native Hawaiians, in line with the HHCA's goals.
8. Community-Based Development and Environmental Stewardship:
  - Throughout the planning and development phases, the project has actively involved the Kalama'ula Homesteaders Association, ensuring that community input shapes the project. Additionally, environmental assessments and sustainable practices are integral to the project's implementation, reflecting the HHCA's emphasis on responsible land stewardship.

By aligning with these core principles, the The Residences at Kalama'ula project exemplifies the spirit and objectives of the Hawaiian Homes Commission Act. This is a forward-thinking initiative that honors the legacy of the HHCA by providing essential housing solutions while preserving cultural values and promoting community welfare.

## Overview

Located behind Kūlana 'Ōiwi in Kalama'ula, the project will develop 47 rental housing units, one manager's unit and a large resource building with pewa (connection) spaces that link residents to Hawaiian culture and community. The project emphasizes health, wellness, and cultural heritage, with common areas and amenities that support traditional Hawaiian practices and foster connections with the island community. This will be a centerpiece where kūpuna experience love (aloha), respect (kūpono), and care (mālama). Additionally, the transfer of knowledge ('ike) to the broader community, especially benefiting children, will ensure the project's ongoing vibrancy and activity.

## **Key Objectives**

The Residences at Kalama'ula project is committed to addressing the housing and cultural needs of native Hawaiian elders through a multifaceted approach.

1. **Affordable Housing:** Provide rental units with rents capped at 30% of the renter's household income with NAHASDA rental assistance, ensuring financial accessibility for all eligible kūpuna.
2. **Cultural Preservation:** Promote Hawaiian cultural activities through spaces and programs for storytelling, 'ukulele playing, hula, traditional healing practices, genealogy, traditional crafts, Hawaiian food preparation, and more.
3. **Kūpuna Services:** Offer support services, including wellness programs (such as lomi lomi massages, haircuts and ho'oponopono sessions), healthcare referrals, and social work assistance.
4. **Community Engagement:** Involve the local community and organizations in planning and implementation to meet the needs and preferences of the kūpuna and to facilitate the transfer of knowledge ('ike) to the community and children.

## **Significance as a Pilot Project**

As a pilot project, the Kalama'ula Residences initiative will serve as a model for kūpuna affordable rental developments on homesteads across Hawai'i. It demonstrates the effectiveness of integrating cultural practices into housing projects, providing a blueprint for scalable and sustainable solutions to the housing challenges faced by native Hawaiian elders.

## **Need for Kūpuna Rental Housing**

The urgency for developing kūpuna rental housing on Moloka'i for homesteaders and waitlist applicants cannot be overstated. The 2020 DHHL Applicant Survey Report reveals that there are 1,431 applicants on the waitlist for Moloka'i. These applicants include individuals seeking residential, agricultural, and pastoral lots, as many homesteaders put a dwelling on their agricultural or pastoral land and use it as their primary residence. Of these applicants, 75% have incomes at or below 60% of the Area Median Income (AMI), equating to approximately 1,073 individuals facing significant financial constraints. Further analysis shows that 808 applicants will be 62 years or older within four years. Among this group, 75% have incomes at or below 60% AMI, which translates to about 606 eligible project applicants. This population is particularly vulnerable due to their limited earning potential and financial resources, making it unlikely for them to secure mortgages to build on a homestead award. Consequently, they either rent in a tight, often unaffordable market or live in poor conditions. With 1,073 applicants having incomes at or below 60% AMI and 606 of them being 62 years or older within the next four years, *The Residences at Kalama'ula* project is well justified and addresses a significant community need.

## **A Moloka'i Vision: Aligning with the DHHL Moloka'i Regional Plan**

The vision for this The Residences at Kalama'ula project was initiated by Aunty Stacey Crivello, a Kalama'ula Homesteader. About nine years ago, while serving as a county councilwoman, Aunty Stacey discussed a potential project with Patti Tancayo, an affordable housing developer and DHHL beneficiary, who was born and raised in Ho'olehua homestead on Moloka'i. King Lunalilo Trust (KLT), through its CEO Keola Dean, who was raised on Nānākuli Homestead, was brought on board as property manager and proposed lessee with its 501(c)(3) Na Pua A Lunalilo with a mission of addressing housing issues of native Hawaiians. KLT's vision is "to create thriving kūpuna communities, ensuring that elders receive not only physical care but also social, cultural, and spiritual support to lead vibrant lives. The strategic plan for 2017-2027 includes expanding these services across the Hawaiian Islands to reach more kūpuna and their families."

Over the past two years, extensive meetings were held with the Kalama'ula Homestead president, Lehua Kauka, the Kalama'ula Homestead board, homestead members, and various community groups to understand the specific needs of the Moloka'i community. This project is envisioned as the first of ten The Residences at Kalama'ula projects that Kalaniana'ole Development and King Lunalilo Trust hopes to develop in collaboration with homestead communities throughout the state.

The 2007 and 2010 Moloka'i Regional Plans emphasized the development of the The Residences at Kalama'ula in Kūlana 'Ōiwi. In 2007, KHA identified land parcels numbered 5-2-008:012 and 5-2-008:094 for this purpose. Although the The Residences at Kalama'ula project is not explicitly listed in the 2019 Moloka'i Regional Plan, it aligns with the overarching goals and strategies outlined in the plan. The 2019 Moloka'i Regional Plan emphasizes the need for sustainable and culturally appropriate development that addresses the housing needs of native Hawaiians. The Residences at Kalama'ula project embodies these principles by:

**Addressing Housing Shortages:** The project directly tackles the significant housing demand identified in the DHHL waitlist data, providing much-needed affordable housing for kūpuna.

**Cultural Continuity:** By incorporating Hawaiian cultural elements and community involvement, the project ensures that residents can maintain their cultural practices and pass them on to future generations.

**Community Engagement:** The development process involved extensive consultation with local community groups and leaders, ensuring that the project reflects the community's needs and aspirations.



**Support Services:** The project will offer tailored program services that meet the specific needs of Moloka'i's kūpuna beneficiaries, aligning with the plan's goal of providing supportive environments for residents.

**Sustainability:** The project aims to be a model of sustainable development, using resources efficiently and fostering a supportive community environment, in line with the sustainable development objectives of the Moloka'i Regional Plan.

For the first time in the history of the Hawaiian Home Lands (HHL), a large-scale housing & community development project is being planned and executed by a homestead association and a beneficiary-led development company in partnership with a Hawaiian trust whose mission is to care for kūpuna. This collective partnership meets one of the purposes of the Hawaiian Home Act, which is self-determination. By addressing these critical areas, The Residences at Kalama'ula project supports the broader vision of the Moloka'i Regional Plan, contributing to the well-being and cultural continuity of the native Hawaiian community on Moloka'i.

## **Kalama'ula Homestead Association Partnership**

The name "Kalama'ula" translates to "red rays of the sun," reflecting the natural beauty and vibrant sunsets of the area. Developed in 1921 as the first Hawaiian homestead community, Kalama'ula set the precedent for future homestead developments. The Kalama'ula Homesteaders Association (KHA), founded in 1961 and a non-profit since 2010, is the oldest homestead association in Hawai'i. KHA's mission includes promoting educational advancement, improving community health, and preserving Hawai'i's natural environment through traditional stewardship methods. Over the years, KHA has been involved in numerous community projects, demonstrating its commitment to the well-being and cultural heritage of its community.

On March 19, 2024, KHA approved several resolutions to support a Kalama'ula kupuna housing project. These resolutions ensure the project's success and sustainability while addressing the unique needs of the kūpuna community. Key resolutions include hiring onsite staff from the Kalama'ula Homestead, Kalaniana'ole Development providing funding for one community project up to \$100,000, and hiring a development associate to assist with the project's development and construction. Additionally, KHA will be actively involved in the planning and design of the project, ensuring community needs and cultural values are incorporated. A complete Community Benefits Package is further described in EXHIBIT A.

Since the approval of these resolutions, Kalaniana'ole Development has conducted two planning sessions: a charrette workshop to gather initial feedback on design elements and an informational session on low-income housing tax credit financing.

KHA wishes to partner with Kalaniana'ole Development and King Lunalilo Trust and supports the grant to King Lunalilo Trust of a general lease to facilitate the project's planning. These resolutions and collaborative efforts reflect KHA's dedication to creating a supportive, culturally enriched living

environment for native Hawaiian elders while fostering community involvement and ensuring the project's long-term sustainability. See EXHIBIT B – KHA Resolution.

## **King Lunalilo Trust**

Established in 1874, the King Lunalilo Trust is dedicated to honoring the legacy of King William Charles Lunalilo, the sixth monarch of the Kingdom of Hawai'i. The Trust's primary mission is to provide care and accommodation for Native Hawaiians in need, particularly focusing on the elderly. Recognizing the importance of providing shelter and care for kupuna, King Lunalilo was the first Ali'i to bequeath his estate to benefit the lāhui. Lunalilo Home opened its doors to kūpuna and others in need in 1883. Over the years, the Trust has expanded its services to include various programs supporting the well-being and dignity of Native Hawaiian elders. As a key partner for The Residences at Kalamaula project, the Trust aims to expand its services to meet the broad mission set by King Lunalilo by developing affordable, culturally appropriate housing that fosters a sense of community and cultural continuity for the kupuna on Molokai.

## **Kalaniana'ole Development LLC**

Kalaniana'ole Development LLC is a real estate development firm dedicated to creating affordable housing solutions tailored to the needs of native Hawaiian communities. With a strong commitment to cultural sensitivity and sustainability, Kalaniana'ole Development collaborates closely with homestead organizations and stakeholders to ensure their projects are beneficial and respectful to the communities they serve. For The Residences at Kalamaula project, Kalaniana'ole Development brings extensive experience in affordable housing and a deep understanding of the unique challenges faced by native Hawaiians. Their goal is to provide high-quality, affordable rental units that support the independence and well-being of kupuna while preserving and promoting Hawaiian cultural practices and values.

## **Kalama'ula Kūpuna Housing Project Survey**

The Kalama'ula Kūpuna Housing Project Survey, conducted in partnership with the Kalama'ula Homestead Association, demonstrated strong community support for the proposed kūpuna rental housing project. Among the 140 respondents, 88% were in favor of the project, underscoring its potential to meet critical community needs. Key factors contributing to the overwhelming support included affordability (81%), location (59%), and community impact (49%).

Conducted over a month-long period from April 9 to May 8, 2024, the survey was designed and executed in a culturally sensitive manner. The partnership with the Kalama'ula Homestead Association ensured that the survey was administered by individuals who have a deep understanding of and respect for the Molokai culture and kūpuna. This approach was crucial as it allowed for the collection of information in a way that an outside entity would not have been able to achieve, ensuring that the voices and concerns of the community and kūpuna were captured respectfully and accurately. See EXHIBIT C – Survey Results & Data.

KHA board members, along with the CEOs of the King Lunalilo Trust and Kālanianaʻōle Development, physically canvassed the Kalamaʻula Homestead and Home Pūmehana, explaining the project and answering questions before administering the survey. The FAQ and survey forms were also distributed through the Molokai Rural Health Community Associations' Kūpuna Program and public health nurses in Kaunakakai. Additionally, an online version of the survey was made available via the Kalamaʻula Homestead Association's Facebook page and email, ensuring accessibility for all interested parties.

The survey findings, presented to the KHA board on June 21, 2024, highlighted a substantial interest in cultural activities aimed at teaching Hawaiian culture to children at the housing project. Activities such as Molokai storytelling (23%), 'ukulele playing (19%), laulau/mea 'ai (19%), lei making (17%), and hula (12%) garnered significant interest. Many respondents also suggested additional areas of cultural engagement, including kapa making, sewing, genealogy, gardening, and 'ōlelo Hawai'i.

These results support the project's vision of cultural perpetuation and community engagement, affirming the importance of integrating cultural practices and educational activities into the housing development. The strong community backing and detailed insights from the survey reinforce the project's alignment with the needs and values of the Kalamaʻula community, ensuring that the kūpuna rental housing will not only provide affordable housing but also serve as a vibrant cultural hub for future generations.

## **Project Description**

### **Location and Site Details (Kūlana 'Ōiwi)**

The Residences at Kalamaula is located approximately 2 miles west of Kaunakakai, the main town on Molokai. This prime location offers convenient access to shops, grocery stores, and Molokai General Hospital. The area features gentle slopes, making it ideal for residential development, with the added potential of ocean views that enhance the living experience. See EXHIBIT D.

### **Description of the Housing Units**

The project will include 47 one-bedroom units and 1 two-bedroom unit designated for a resident manager. Each unit will be thoughtfully designed with accessibility features to cater to the needs of kūpuna, ensuring safety and ease of mobility. The housing units will be designed with Hawaiian architectural elements and details, aligning with cultural expectations and fostering belonging among the residents.

### **Common Areas and Amenities**

The Residences at Kalama'ula project will offer a large community space or spaces for various kūpuna programs, encouraging social interaction and community bonding. Additionally, there will

be outdoor gathering spaces and beautifully landscaped areas for relaxation and cultural activities. The project will also feature an interpretive program highlighting petroglyphs identified in an Archaeological Inventory Survey (AIS). These petroglyphs will be preserved and showcased as part of the storytelling program to honor and perpetuate Hawaiian history, culture, and traditions.

### **Program Services**

The Residences at Kalama'ula Project will feature a range of tailored program services designed to enhance the well-being and cultural connection of our residents. These services will be provided by the Molokai Rural Health Community Association Kūpuna Services Program, an organization with extensive experience serving over 900 kūpuna on Moloka'i, including more than 200 Hawaiian Home Lands beneficiaries. The program will include traditional Hawaiian activities and wellness programs, such as hula and 'ukulele lessons, lā'au lapa'au (traditional Hawaiian medicine) workshops, and lomi lomi massages, which promote physical and mental health. Additionally, ho'oponopono sessions for personal guidance and conflict resolution, as well as mo'olelo (storytelling) and genealogy workshops, will help preserve and share the rich history of our kūpuna and their families.

In addition to these cultural programs, the project will provide practical support activities like traditional Hawaiian food preparation, 'ulu 'ae (traditional crafts) classes, and net throwing and repair workshops. The inclusion of these activities ensures that our kūpuna remain active and engaged while fostering intergenerational connections by involving children from the Moloka'i community. The Molokai Rural Health Community Association Kūpuna Services Program is committed to bringing their expertise and resources to The Residences at Kalama'ula, creating a vibrant, culturally enriching environment that honors and perpetuates Hawaiian traditions, ultimately enhancing the quality of life for our kūpuna. See Exhibit E – Program Service Provider.

### **Sustainability and Environmental Considerations**

Committed to sustainability, the project incorporates energy-efficient systems and materials to minimize environmental impact. Water conservation measures, such as low-flow fixtures and rainwater harvesting systems, are implemented to ensure responsible use of natural resources. Native Hawaiian plants will be used in the landscaping to support local biodiversity and maintain the natural beauty of the area. Additionally, solar panels will be installed to harness renewable energy, further reducing the carbon footprint of the project. These sustainability efforts align with the broader goal of preserving the environment for future generations while providing a comfortable and culturally rich living space for the kūpuna

### **Budget and Financial Plan**

The projected budget for The Residences at Kalama'ula project is \$31,120,000. This estimate is based on past experience with similar projects and the expertise of our general contractor, Nan

Shin, who is an integral part of our development team. The budget covers all aspects of construction, operational, and maintenance costs:

**Construction Costs:** This includes the expenses for building 47 one-bedroom units, 1 two-bedroom unit for a resident manager, community spaces, outdoor gathering areas, landscaping, and infrastructure development.

**Operational Costs:** Operational costs will be modeled after similar projects on other neighbor islands, such as Kauai and Maui. These costs include utilities, staffing, program management, and day-to-day operations.

**Maintenance Costs:** Regular maintenance to ensure the longevity and safety of the housing units and common areas, including repairs, landscaping, and upkeep of cultural heritage sites like the petroglyphs.

## Funding Sources

The project will be financed through a combination of sources:

**Low-Income Housing Tax Credits (LIHTC):** These tax credits will provide a substantial portion of the funding, making the project viable for investors.

**Bonds:** Tax exempt bonds will be issued to raise capital for construction and initial operations.

**Rental Housing Revolving Fund (RHRF):** This state fund will provide additional financial support for affordable housing projects.

**Permanent Financing:** Long-term loans and mortgages will be secured to ensure the project's financial stability over time.

**NAHASDA Funds:** We will request funds from the Native American Housing Assistance and Self-Determination Act to support housing development for native Hawaiian communities.

See EXHIBIT F - Letter of interest from American Savings Bank, CREA, & Hunt Capital

### Additional Funding Sources

To complement the primary funding sources, the development team will seek grants, donations, and partnerships with various organizations, including:

**Kamehameha Schools:** Known for supporting educational and community development initiatives for native Hawaiians.

**Office of Hawaiian Affairs:** A key organization in funding projects that benefit native Hawaiian communities.

**Hawaii Community Foundation:** Provides grants for community-based projects across Hawaii.

**County of Maui:** Local government support through grants and incentives for affordable housing projects.

## **Financial Sustainability Plan**

Ensuring the long-term financial sustainability of The Residences at Kalama'ula project involves several key strategies. First, the project will leverage diverse funding streams by combining federal, state, and private funding sources, reducing reliance on any single source of income. This approach provides a more stable and resilient financial foundation. Second, operational efficiencies will be achieved through effective management practices, drawing on the successful experiences of similar projects on Kauai and Maui. These best practices will minimize costs while maintaining high standards of service.

Additionally, ongoing community partnerships with local organizations will provide valuable resources and support for program initiatives, further reducing operational costs. Establishing a maintenance reserve fund will ensure that the property remains in good condition over the long term without compromising financial stability. This proactive measure will cover repair and upkeep expenses, safeguarding the project's infrastructure. Finally, conducting regular financial reviews will allow for periodic assessments of the project's financial health. These reviews will enable the management team to make necessary adjustments to maintain budgetary control.

## **Development Team**

*Patti Tancayo, Kalaniana'ole Development, CEO*

Patti Tancayo is a leader in community and housing development, with over 35 years of dedicated service. Her expertise lies in creating housing opportunities for low-income families across Hawai'i, showcasing her deep commitment to community upliftment and sustainable economic progression. Patti's remarkable journey includes leading initiatives that have generated investments exceeding \$500 million. Her diverse portfolio encompasses single-family residences, multi-family units, and mid-rise developments, reflecting her profound grasp of Hawai'i's housing landscape.

During her tenure at the Office of Hawaiian Affairs (OHA) as its Housing Specialist, Patti focused on providing programs and products for Hawaiian Home Land beneficiaries. She established self-help and Habitat for Humanity programs, helping families replace homes that had fallen into severe disrepair. She also helped establish a \$20 million Habitat for Humanity Loan Fund. Patti formed key alliances with major financial institutions, including Fannie Mae, First Hawaiian Bank,

and Bank of Hawaii. These partnerships were crucial in launching significant housing programs such as the OHA 103 \$100 million secondary mortgage initiative. Patti's hands-on methodology ensures comprehensive oversight of development projects from their genesis to completion. She is not just a developer but a fervent advocate for the prosperity and well-being of native Hawaiians. Patti also possesses a keen understanding of financing on trust lands, further enhancing her capability to deliver impactful housing solutions for the community.

*Nan Chul Shin, Kalaniana'ole Development, Chairman*

Nan Chul Shin is the founder and driving force behind Nan Inc., one of Hawaii's most prominent construction companies and the new owner of Grace Pacific. His visionary leadership and commitment to excellence have significantly shaped Hawaiian construction and development. Born in South Korea, Nan moved to Hawai'i and founded Nan Inc. in 1990. Under his guidance, Nan Inc. has grown exponentially, undertaking a wide array of projects, from commercial and residential developments to large-scale public works. Nan Inc. has a \$3.5 billion bonding capacity which extends to Kalaniana'ole Development.

Nan's expertise in construction is deeply connected to understanding Hawai'i's unique cultural and environmental context. This sensitivity is evident in all of Nan Inc.'s projects, including the Villages of Laiopua. His approach combines modern construction techniques with respect for local traditions and landscapes, ensuring that every development is functional, sustainable, and culturally resonant.

*Christian O'Connor, Kalaniana'ole Development, Director of Development*

Christian O'Connor brings a wealth of experience from his diverse career in commercial, industrial, housing, and community development. His recent role as Regional Vice President of Development at The Michaels Organization involved all aspects of the development cycle, particularly focusing on the company's portfolio in Hawai'i.

At Coastal Rim Properties in Honolulu, Christian successfully managed a \$72 million affordable LIHTC residential tower and oversaw major projects totaling 861 residential units. Additionally, during his tenure with Kamehameha Schools, he was instrumental in implementing the Our Kaka'ako Master Plan, which led to the development of Salt Shopping Center and the creation of the night market, driving community engagement and revitalizing the area.

In the last six years, Christian has been involved with the development of projects totaling 2,141 residential units, with a combined value of approximately \$1.12 billion. His career includes managing complex negotiations and contractual arrangements worth approximately \$1 billion. His academic journey at the University of Virginia laid the groundwork for his professional path.

*Sun-Ik Ham, Kalaniana'ole Development, Director of Architectural Planning & Design*

Sun-Ik Ham is a trained architect with an impressive academic and professional background. He earned his Bachelor's degree from Berkeley and a Master's in Architecture from the University of Pennsylvania. Sun-Ik's career includes a notable tenure at Samsung Construction, where he served as the lead project manager for the CEO of Samsung, showcasing his exceptional skills in managing large-scale construction projects.

At Nan Inc., Sun-Ik contributed significantly to The Park on Keeaumoku, blending aesthetic appeal with functional design. His expertise designing beautiful, affordable homes is invaluable. His work integrates innovative architectural practices with practical, sustainable living solutions, making him a pivotal figure in developing affordable and aesthetically pleasing housing in Hawai'i.

*Wyeth Matsubara, Kalaniana'ole Development, Legal Counsel*

Wyeth Matsubara, a distinguished alumnus of the University of Hartford and California Western School of Law, joined Nan Inc. in 2015. He initially served as a Business Development Manager while contributing to the Legal team. Demonstrating exceptional skills, Wyeth ascended to Vice President in 2018. His responsibilities include estimating, legal management, addressing protests, and spearheading development and financing strategies.

Wyeth's expertise in business strategy, contracts, and negotiations is instrumental in both project and corporate meetings. His public relations involvement has been vital in enhancing the company's community engagement and external relations. His comprehensive approach and diverse skill set make him an invaluable asset to the team and a key contributor to the company's ongoing success.

*Keola Dean, King Lunalilo Trust, CEO*

Keola Dean brings a wealth of experience in health care policy and complex funding structures, making him exceptionally qualified to oversee the proposed The Residences at Kalama'ula project. An alumnus of the Kamehameha Schools, Dean graduated from Harvard University and later earned his law degree from Stanford University, equipping him with a strong academic foundation. At Lunalilo Home, he has successfully managed operations under stringent healthcare regulations, akin to those governing Low-Income Housing Tax Credits (LIHTC) and other subsidized housing funds. His proficiency in securing and managing diverse funding sources, including government appropriations, grants, and private donations, demonstrates his capability to ensure financial sustainability and compliance with all funding requirements.

Dean's leadership at Lunalilo Home, an institution dedicated to providing culturally sensitive care for native Hawaiian elders, aligns perfectly with the goals of The Residences at Kalama'ula project. His focus on integrating native Hawaiian culture into daily operations ensures that the housing environment will meet residents' physical needs while enriching their cultural and social lives. Dean's proven track record in elder care management, combined with his adeptness at handling complex regulatory and financial challenges, makes him exceptionally qualified to lead the property management for this kūpuna rental housing initiative.



### *Elizabeth Kauka, Kalamaula Homestead, President*

Elizabeth Kauka, better known as Lehua Kauka, was born on the Island of Oahu and raised on the Island of Moloka'i since she was just days old. Her 'ohana was part of the original 20 residential lot lessees in Kalamaula, Moloka'i, Lot #37. Although she does not currently reside at her family's original lot, she still lives in Kalamaula, in its newest Hawaiian Homestead subdivision.

Lehua currently works for the State of Hawaii, Department of Education, and has been a teacher for the past 10 years. Previously, she worked for five years in the Corporate Office of the Las Vegas Sands Corporation as an Executive Secretary for the Vice President of IT in Las Vegas, Nevada. She later became the IT department's Compliance Administrator/SOX Auditor, traveling to Macau, China, to assist with SOX audits. Her corporate experience includes international travel to countries such as China, Thailand, Canada, Belgium, Germany, Mexico, and states like California and New York.

Despite her extensive travels and corporate achievements, Lehua felt a strong connection to her Hawaiian roots and returned to Hawaii in 2012. She now serves as the President of the Kalamaula Homesteaders Association. Lehua is dedicated to sharing the knowledge gained from her professional experiences, travels, and kupuna to make the Kalamaula Community a thriving place for future generations to enjoy and malama.

### **Community and Political Support**

The Residences at Kalama'ula project has received widespread support from various stakeholders, including community leaders, political representatives, and cultural advocates. This growing support reflects the urgent need for kūpuna housing and the project's alignment with the values of the Moloka'i community.

Notably, State Senator Lynn DeCoite has provided a strong endorsement, highlighting the project's cultural sensitivity and its importance in addressing the housing crisis for Native Hawaiian kūpuna (See Exhibit G - Letters of Support). Additional letters of support from community organizations, public officials, and other stakeholders are expected and will further demonstrate the broad backing for this critical initiative.

As further letters of support are received, they will be included in the appendices to underscore the ongoing community engagement and collective commitment to making this project a reality.

### **Conclusion**

This Kūpuna rental housing project is a significant step forward in addressing the housing needs of native Hawaiian elders. By providing affordable, culturally appropriate housing in a supportive community environment, this project will enhance the quality of life for kūpuna and preserve their dignity and independence. Strong community support and strategic partnerships with Molokai organizations confirm the importance and viability of this initiative. The project's integration of

cultural preservation activities and comprehensive support services ensures that it not only meets basic housing needs but also enriches the lives of its residents through the perpetuation of Hawaiian traditions and community engagement.

The potential impact of this project extends beyond its immediate benefits. As a pilot project, The Residences at Kalama'ula initiative serves as a model for future kūpuna rental developments. By demonstrating the effectiveness of combining diverse funding streams, efficient operational practices, and strong community partnerships, this project sets a precedent for sustainable and culturally sensitive housing solutions. The lessons learned and successes achieved here will inform and inspire similar initiatives across the Hawaiian Islands, promoting a broader vision of holistic support for native Hawaiian elders.

In envisioning the future of The Residences at Kalama'ula, this project lays the groundwork for expanded efforts to address the unique needs of elder communities. By prioritizing affordability, cultural relevance, and comprehensive support services, future projects can build on this model to create vibrant, self-sustaining communities that honor and uplift kūpuna. The Residences at Kalama'ula project not only addresses a critical need but also embodies a vision of community resilience and cultural continuity that will benefit generations to come.

This historic, beneficiary-led initiative exemplifies the principle of self-determination as enshrined in the Hawaiian Home Lands Act. It underscores the power of beneficiary leadership and community-driven development. By placing the homestead at the forefront, the project showcases the effectiveness of empowering beneficiaries to shape their own future. This effort goes beyond providing housing; it builds a foundation for a resilient, culturally rich community that exemplifies the strengths and capabilities of self-determined native Hawaiian communities.

## **Appendices**

Exhibit A - Community Benefits Package

Exhibit B - KHA Resolution 03192024

Exhibit C - Survey results and data

Exhibit D - Conceptual plans

Exhibit E - Program Service Provider

Exhibit F - LOI for Permanent & Construction Financing and LIHTC Equity

Exhibit G – Letters of Support

## Exhibit A - Community Benefits Package



636 Laumaka Street, Honolulu, HI 96819



King Lunalilo Trust

501 Kekāuluohi Street, Honolulu, HI 96825

August 3, 2024

Lehua Kauka, President  
Kalama'ula Homestead Association  
Kaunakakai, HI 96748

**SUBJECT: HOMESTEAD COMMUNITY BENEFITS PACKAGE**

Dear Ms. Kauka and the Kalama'ula Homestead Association:

We are pleased to submit this Letter of Intent to outline the Homestead Community Benefits Package associated with the proposed Residences at Kalama'ula project. Our organizations, Kalaniana'ole Development and the King Lunalilo Trust, are committed to ensuring that this development not only provides much-needed housing solutions for kūpuna but also brings significant benefits to the Kalama'ula community.

### 1. Employment Opportunities

Kalaniana'ole Development is dedicated to fostering local talent and building community capacity. During the construction phase of The Residences at Kalama'ula, we will hire an assistant development specialist from within the Kalama'ula Homestead community. This position is designed to provide hands-on experience, enhancing the individual's skills and knowledge in construction management, community engagement, and project oversight. By building local expertise, we will empower community members to take on future leadership roles in similar initiatives.

### 2. Financial Support

To further support the Kalama'ula Homestead community, Kalaniana'ole Development will contribute \$100,000 to fund a community project of its choice. This financial support will be managed and overseen by the assistant development specialist, ensuring that the project is implemented effectively and in line with the community's needs and aspirations. Whether this initiative involves infrastructure improvements, cultural preservation activities, or educational programs, our goal is to enhance the quality of life for all residents.

### 3. Local Hiring Commitment

Nā Pua A Lunalilo is committed to maximizing local employment opportunities. Kalama‘ula and other homesteads will have first priority for property management and maintenance positions. By prioritizing homestead hiring, we aim to create an economic stimulus that supports self-sufficiency and economic growth. This approach ensures that the benefits of the project are felt directly by those it is designed to serve.

### 4. Housing Priority

In recognition of the deep roots and strong connections within the Kalama‘ula community, priority for housing in The Residences at Kalama‘ula will be given to current residents of Kalama‘ula. The next priority will be given to residents from other Molokai homesteads, followed by individuals on the DHHL waitlist with a preference for those with ties to Molokai. This prioritization underscores our commitment to addressing the immediate housing needs of kūpuna within your community first.

### 5. Local Construction Jobs

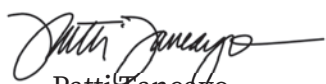
We are dedicated to supporting the local economy during the construction phase by sourcing construction and subcontracting jobs from the Molokai community first. This commitment not only provides employment opportunities but also ensures that the project leverages local expertise and resources, fostering a sense of ownership and pride in the development. Utilizing local contractors helps to keep economic benefits within the community and strengthens local businesses.

### 6. Art and Culture Grant


To celebrate and preserve the rich cultural heritage of the Kalama‘ula Homestead, Kalaniana‘ole Development will provide a \$10,000 grant to fund an art project led by a Molokai artist selected by the Kalama‘ula Homestead Association. This initiative will involve community participation, encouraging residents to engage in the creation of art that reflects their shared history and values. The resulting artwork will serve as a lasting symbol of the community's cultural identity and collective spirit.

We believe that these commitments will significantly benefit the Kalama‘ula Homestead community, ensuring that the Residences at Kalama‘ula project is not only a housing solution but also a catalyst for economic, cultural, and social development. We look forward to working closely with the Kalamaula Homestead Association to bring this vision to life.

Sincerely,



Patti Tancayo  
Chief Executive Officer  
Kalaniana‘ole Development, LLC



Keolamaikalani Dean  
Chief Executive Officer  
King Lunalilo Trust

Exhibit B -  
Kalamaula Homestead Association  
Resolution

## RESOLUTIONS

### KALAMA'ULA HOMESTEADERS ASSOCIATION

March 19, 2024

WHEREAS, the Kalama'ula Homesteaders Association (KHA) is the Hawaiian Home Lands Lessee Association of the Kalama'ula Homestead community.

WHEREAS, the 2005 Molokai Island Plan and the 2007 Molokai Regional Plan referred to kupuna housing on the Kūlana 'Ōiwi campus.

WHEREAS, prior to 2007, KHA had contemplated the land parcels numbered 5-2-009:012 and 5-2-008:094 (the Lots) to be the site for the kupuna housing on the Kūlana 'Ōiwi campus.

WHEREAS, King Lunalilo Trust & Home (Lunalilo) is the estate of the sixth monarch of the Kingdom of Hawai'i, William Charles Lunalilo, with the purpose to erect a building or buildings for the use and accommodation of kanaka 'ōiwi in need, giving preference to kupuna.

WHEREAS, Kalaniana'ole Development LLC (Kalaniana'ole) is a real estate development company with a purpose of building affordable kupuna housing on Hawaiian Home Lands.

WHEREAS, KHA met with Lunalilo and Kalaniana'ole on March 19, 2024 to discuss planning, financing, design, and eventual operation of a 40-unit kupuna rental housing on the Lots (the Kūlana 'Ōiwi Kupuna Housing).

WHEREAS, KHA and Lunalilo have agreed that all on-site staff at the Kūlana 'Ōiwi Kupuna Housing will be employees of Lunalilo, hired from the KHA community.

WHEREAS, KHA and Kalaniana'ole have agreed that Kalaniana'ole will hire one (1) development associate from the KHA community to assist in the development and construction of the kupuna housing project,

WHEREAS, Kalaniana'ole have agreed to provide funding for one community project of KHA's choice in the Kalamaula Homestead area of up to \$100,000;

WHEREAS, KHA will be involved and have input in the planning and design of the kupuna housing project;

**NOW, THEREFORE, BE IT RESOLVED**, that KHA wishes to build the Kūlana 'Ōiwi Kupuna Housing in partnership with Lunalilo and Kalaniana'ole Development LLC and financed by Low-Income Housing Tax Credits (LIHTC), the Rental Housing Revolving Fund (RHRF), and such other sources of funding as appropriate (collectively, the Financing).


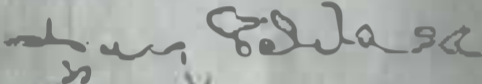
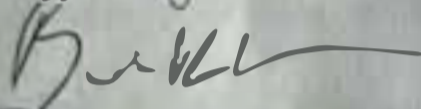
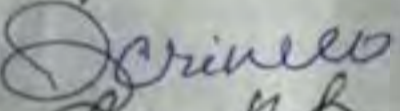
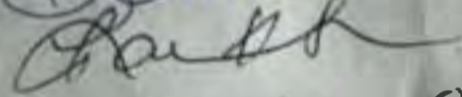

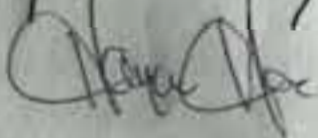
**BE IT FURTHER RESOLVED**, that KHA wishes that the Department of Hawaiian Home Lands grant to Lunalilo a right of entry to complete studies and environmental assessments;

**BE IT FURTHER RESOLVED** that KHA fully endorses and supports a proposal submitted to the Hawaiian Home Commission on behalf of Lunalilo Homes' non-profit entity, Na Pua O Lunalilo. This proposal seeks to secure a 65-year general lease to facilitate the planning, development, and construction of a kupuna housing project, as permitted under Hawaii Revised Statute 171-43.1.

BE IT FURTHER RESOLVED that as a requirement of KHA's endorsement and support of this project, at the end of the 15-year Low-Income Housing Tax Credit compliance period, KHA will be a partner and owner of kupuaa project with Na Pua O Lunalilo;

This Board Resolution was duly passed at a meeting of the Board of Members of the Kalamaula Homestead Association, held in accordance with the bylaws of the Association, on XXX, 2024

The undersigned, being all the Board Members of the Kalamaula Homestead Association, hereby agree to and adopt the foregoing resolution as of the date of the meeting specified above.

Board Members's Name	Signature	Date
Elizabeth Kauka		3/26/2024
Henry Paleka		June 17/2024
Brent Nakihēi		June 21, 2024
Spicy Crivello		6/21/2024
Laurence K. Lasa		7/2/2024
Monique Ocampo		6/21/24
Hamanu Howe		6/21/24



## Exhibit C - Survey Results and Data



Report  
to the Board of Directors of the  
Kalama'ula Homestead Association  
on the  
Results  
of the  
Kalama'ula  
Kūpuna Housing  
Survey  
June 21, 2024

## Summary Results

A survey, conducted in collaboration with the Kalama‘ula Homestead Association Board (the Board), found overwhelming support for kūpuna rental housing: 88% of everyone surveyed were in support with margin of error +/- 5% (at 95% confidence). Support remained very high when respondents were categorized into three groups by residence: 89% support of the Kalama‘ula Homestead, 83% support of the other Molokai Homestead, and 90% support of the remaining Molokai residents, with margin of error. The primary factors that led respondents to support or not support the project were affordability (81%), location (59%), and community impact (49%). A sizable majority expressed interest in the project for themselves or a family member (59%).

In addition, the areas of greatest interest for teaching Hawaiian culture to children at the kūpuna housing campus were Molokai storytelling (23%), ‘ukulele playing (19%), laulau/mea ‘ai (19%), lei making (17%), and hula (12%). However, every area generated interest, and many offered additional areas of interest, such as kapa making, sewing, genealogy, gardening, and ‘ōlelo Hawai‘i.

## Background

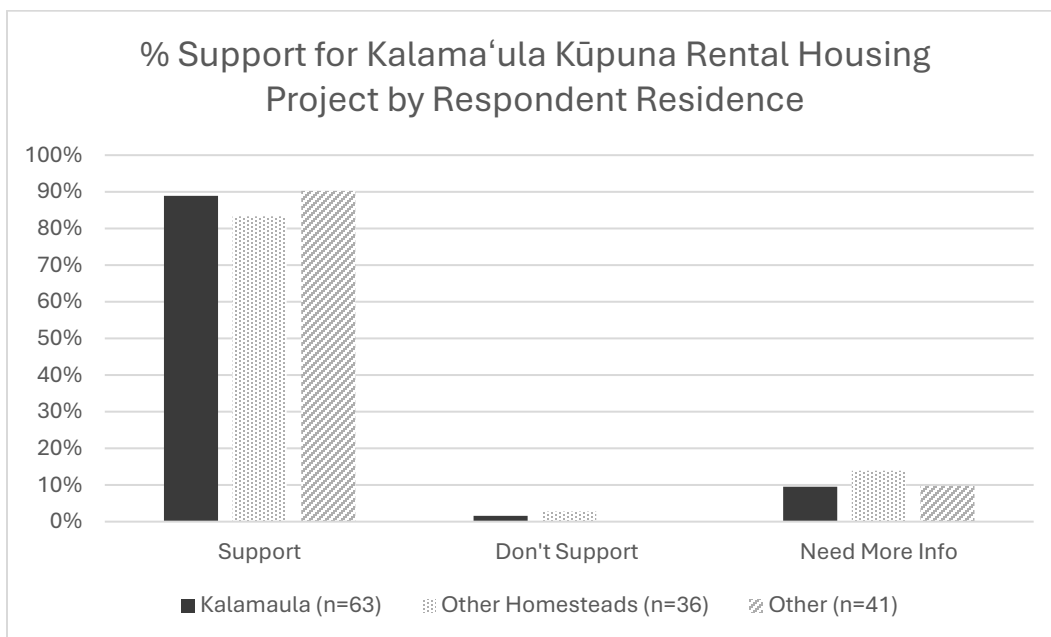
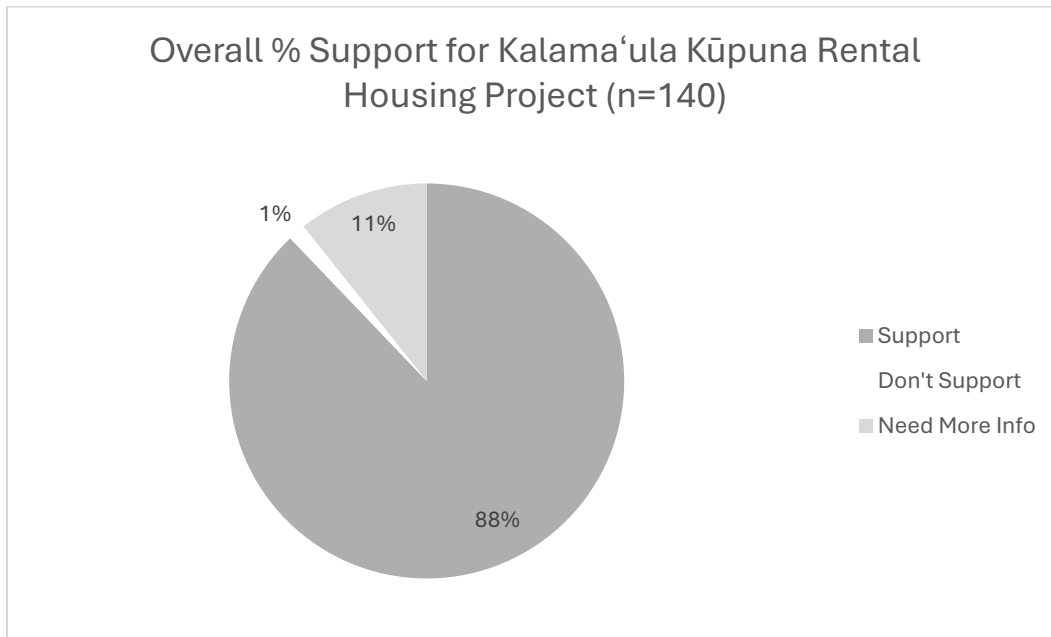
In March 2024, the Board asked the King Lunalilo Trust (KLT) and Kalaniana‘ole Development (KD) to help create and conduct a survey to determine the level of support in the community for the kūpuna rental housing project that KLT and KD proposed for the mauka portion of the Kūlana ‘Ōiwi parcel, on Hawaiian Homestead land within Kalama‘ula. KLT and KD developed a one-page FAQ ([Appendix A](#)) and a one-page Survey ([Appendix B](#)) for this purpose. After reviewing the FAQ and the Survey, the Board asked KLT and KD to return to Molokai to conduct the survey with Board members.

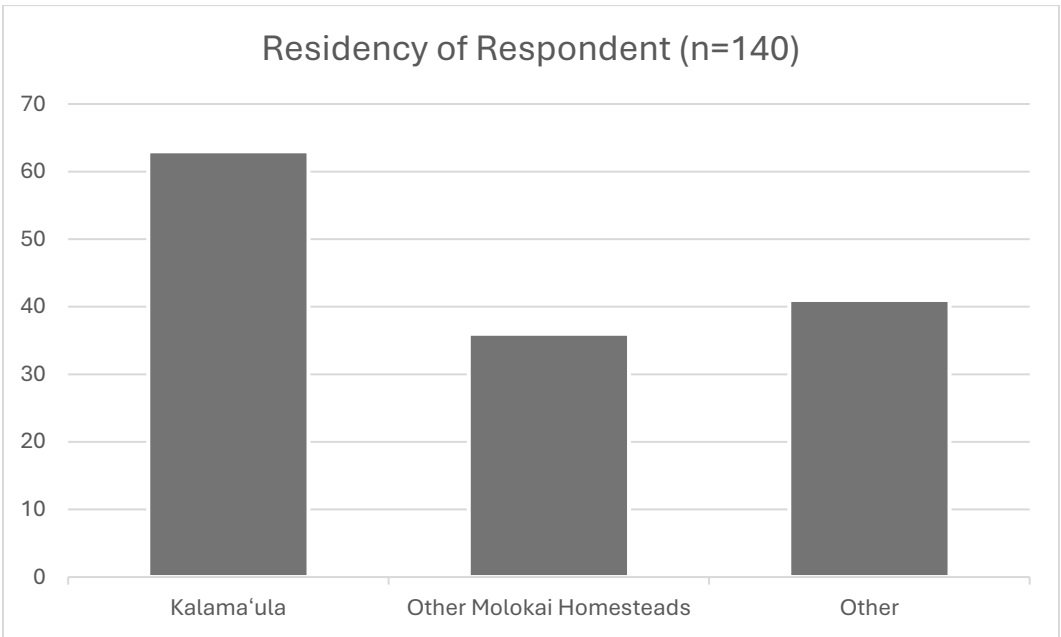
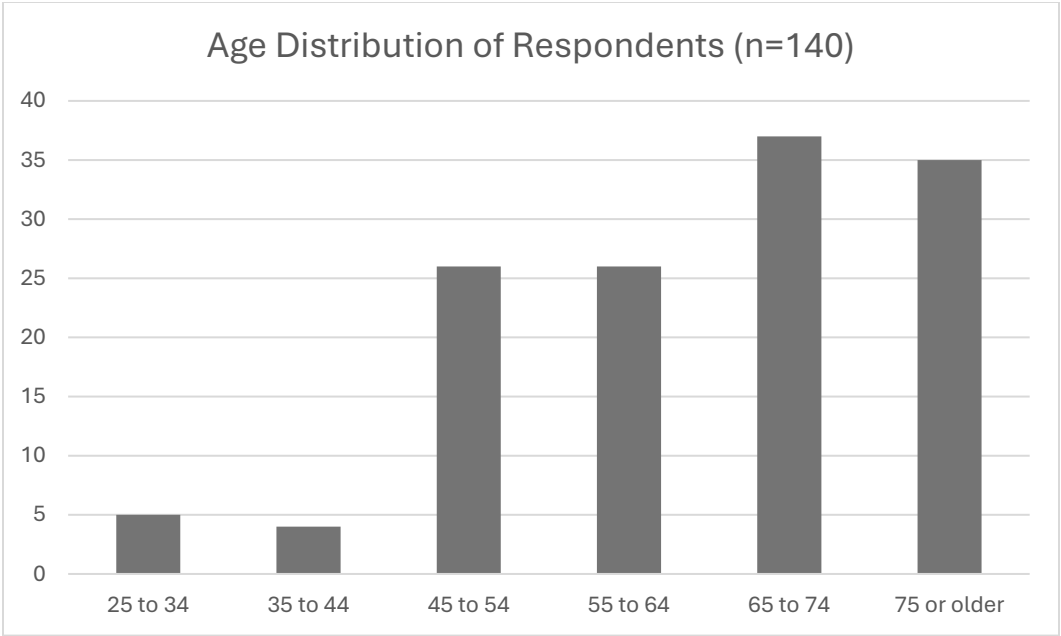
## Methodology

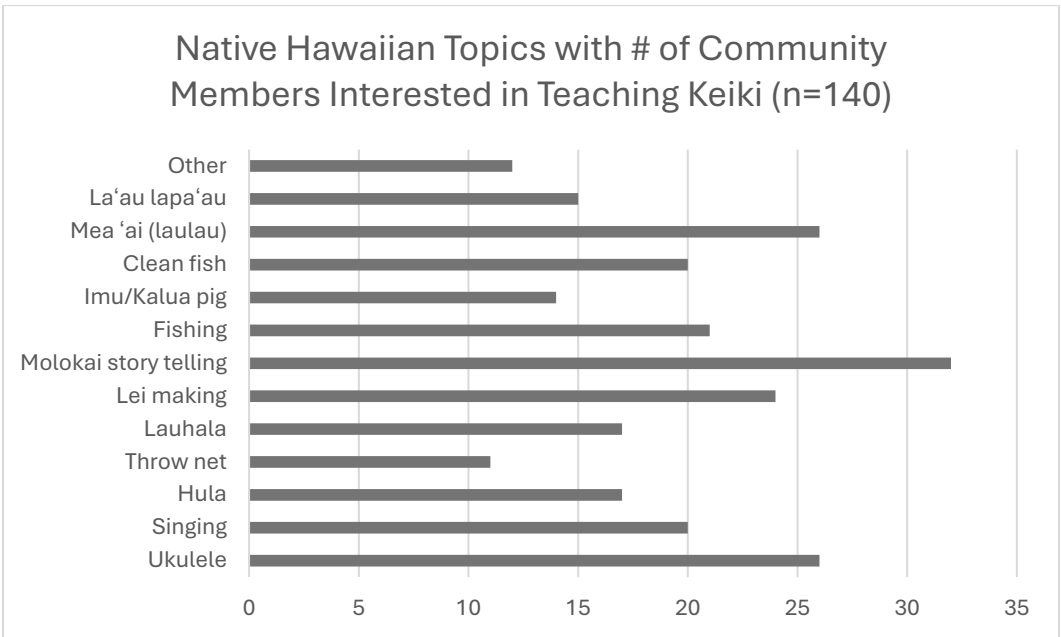
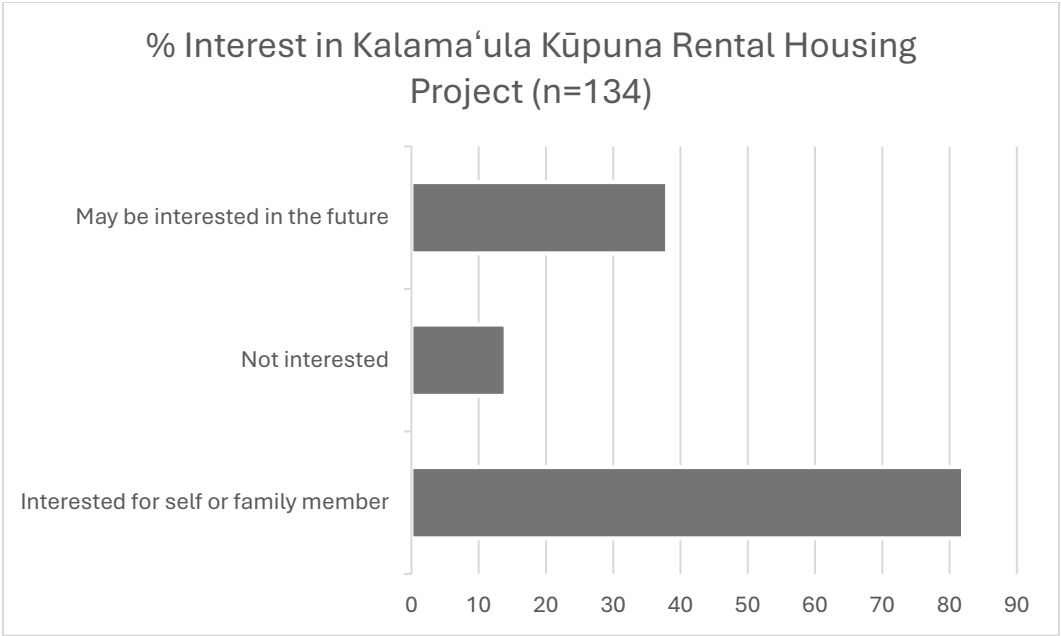
On April 9, 2024, the survey began. Board members, the CEO of KLT, and the CEO of KD physically canvassed the Kalama‘ula Homestead and Home Pumehana, explaining the project with the FAQ, answering any questions raised, and then asking the questions on the survey. For some kūpuna respondents, the persons asking the questions on the survey also physically recorded the kūpuna’s answers. Copies of the FAQ and the Survey were also left with the Molokai Rural Health Community Association’s Kupuna Program and various public health nurses in Kaunakakai, who understood that the FAQ needed to be given before the Survey could be completed. In addition, an online version of the Survey was created and made available via the Board’s Facebook page and emailed to

anyone who expressed an interest. For Kalama‘ula Homestead respondents, we also attempted to verify their residency in Kalama‘ula either with community members or with property tax records; 60 of 63 Kalama‘ula respondents were verified. The Board also physically counted the number of developed lots in Kalama‘ula: approximately 105. The survey concluded on May 8, 2024.

## Results







# Frequently Asked Questions (FAQ) Kupuna Rental Housing April 9, 2024



## 1. What is this kupuna rental housing proposal?

King Lunalilo Trust (Lunalilo), with our developer Kalaniana'ole Development, wants to build 40 units of rental housing on the mauka portion of the Kūlana 'Ōiwi campus for DHHL beneficiaries 55 and older. Rent would be capped at 30% of the renter's household income if eligible under DHHL's NAHASDA rental assistance program.

## 2. Why build kupuna rental housing?

Native Hawaiian kūpuna are at the highest risk of houselessness. Many kūpuna on the DHHL waitlist will never be able to buy a homestead; some are houseless. Many kupuna who live in their own Hawaiian Homestead homes cannot take care of their houses anymore, and their houses are falling into disrepair. With kupuna rental housing, all of these kupuna can live with safety and dignity in a community where they can walk to visit their neighbors and where kupuna services can be brought to them.

## 3. Why is Lunalilo doing this?

Kūpuna are at the biggest risk of houselessness, and Lunalilo is working to be part of the solution. Lunalilo will develop and serve as property manager for kupuna rental housing, in partnership with the Kalama'ula Homesteaders Association. We will hire and train property management and maintenance staff from the local community. We will also work to bring kupuna-support services to campus. In addition, as we have done at Lunalilo Home, we will work hard to bring the larger community to campus and, where appropriate, help the resident kūpuna pass their *'ike* (knowledge) to the next generations.

## 4. What makes this different from other kupuna housing projects?

A distinctive feature of this project is the incorporation of *pewa* spaces on campus. In Hawaiian language and culture, *pewa* refers to butterfly patches used to mend cracked bowls and canoes. These *pewa* spaces will play a symbolic yet pivotal role in connecting, strengthening, and transferring essential Hawaiian traditions across generations, from storytelling (*mo'olelo*) and lauhala weaving, to mele (music), hula (dance), *la'au lapa'au* (traditional healing), and more.

## 5. Who will own this kupuna rental housing?

The land will always be owned by DHHL. As for the buildings, tax credit investors will own them for the first 15 years. During this time, Lunalilo will ensure compliance with tax credit and rental assistance rules and landlord-tenant laws, while also keeping the buildings maintained. Lunalilo will also establish an advisory arrangement with the Kalama'ula Homesteaders Association to ensure that the Kalama'ula kupuna housing is responsive to community concerns and needs. After the first 15 years, Lunalilo is proposing to jointly own the buildings with the Kalama'ula Homesteaders Association. Lunalilo will continue to be responsible for legal compliance and maintenance of the buildings, and the Homesteaders

Association will help hold Lunalilo accountable – to ensure that this innovative kupuna housing campus is taken care of into perpetuity for the benefit of the kūpuna.



King Lunalilo Trust



Name: \_\_\_\_\_

Date: \_\_\_\_\_

Homestead & Lot #/Address: \_\_\_\_\_

1. What is your connection to Kalamaula Homestead?

- I am a Kalamaula Homesteader/lessee.
- I live in a Kalamaula Homestead household.
- I am a successor of a Kalamaula Homestead.
- I am on the Hawaiian Home Lands waitlist.
- Other (please specify): \_\_\_\_\_

2. What is your age and birthday

\_\_\_\_\_

3. Interest in Kupuna Rental Housing project:

- I am interested in the Kupuna Rental Housing project for myself or a family member.
- I am not interested in the Kupuna Rental Housing project.
- I may be interested in the future.

4. Would you like the option of having meals prepared for you if you lived at the kupuna project?

- Yes
- No

5. If you lived at the kupuna project would you want to teach something about our culture once a month to the children of Molokai? If so, what would you be interested in teaching?

- Ukulele
- Singing
- Hula
- Throw net
- Lauhala
- Lei making
- Molokai story telling
- Fishing
- Kalua pig/Imu
- Clean fish
- Mea 'ai (e.g. Laulau)
- La'au lapa'au
- Other (describe) \_\_\_\_\_

6. Support for the Kupuna Housing Project:

- I support the development of the kupuna housing project.
- I do not support the development of the kupuna housing project.
- I need more information to decide.

7. What are your primary considerations for supporting or not supporting this project? (Select all that apply)

- Affordability
- Location
- Community Impact
- Design and Amenities
- Environmental Considerations
- Other (please specify): \_\_\_\_\_

8. Would you like to be involved in the planning process for the kupuna housing project?

- Yes, I would like to be involved.
- No, I would not like to be involved.
- Maybe, I need more information.

9. Household Income

a. If single, Is your income over \$48,660?

- Yes
- No

b. If a couple, is your combined income over \$55,620?

- Yes
- No

## Exhibit D - Conceptual Plans



**KALAMAULA LUNALILO  
HAWAIIAN HOMESTEAD  
KUPUNA HOUSING - MOLOKAI**

612 Mauna Loa Hwy, Kaunakakai, HI

**Kalaniana'ole Development**

## Summary of Archaeological Inventory Survey

### 50-60-06-1660

“It is recommended that the site be preserved for interpretive display.”

### 50-60-06-1661

“It is recommended that a community history project be carried out to record the remembrances of the Molokai Kupuna, now in their 60s, who attended the old Kalunakakai School.”

“No human remains were found.”





Exhibitions



Concert



Bonfire



Village Fete



Local Market Day

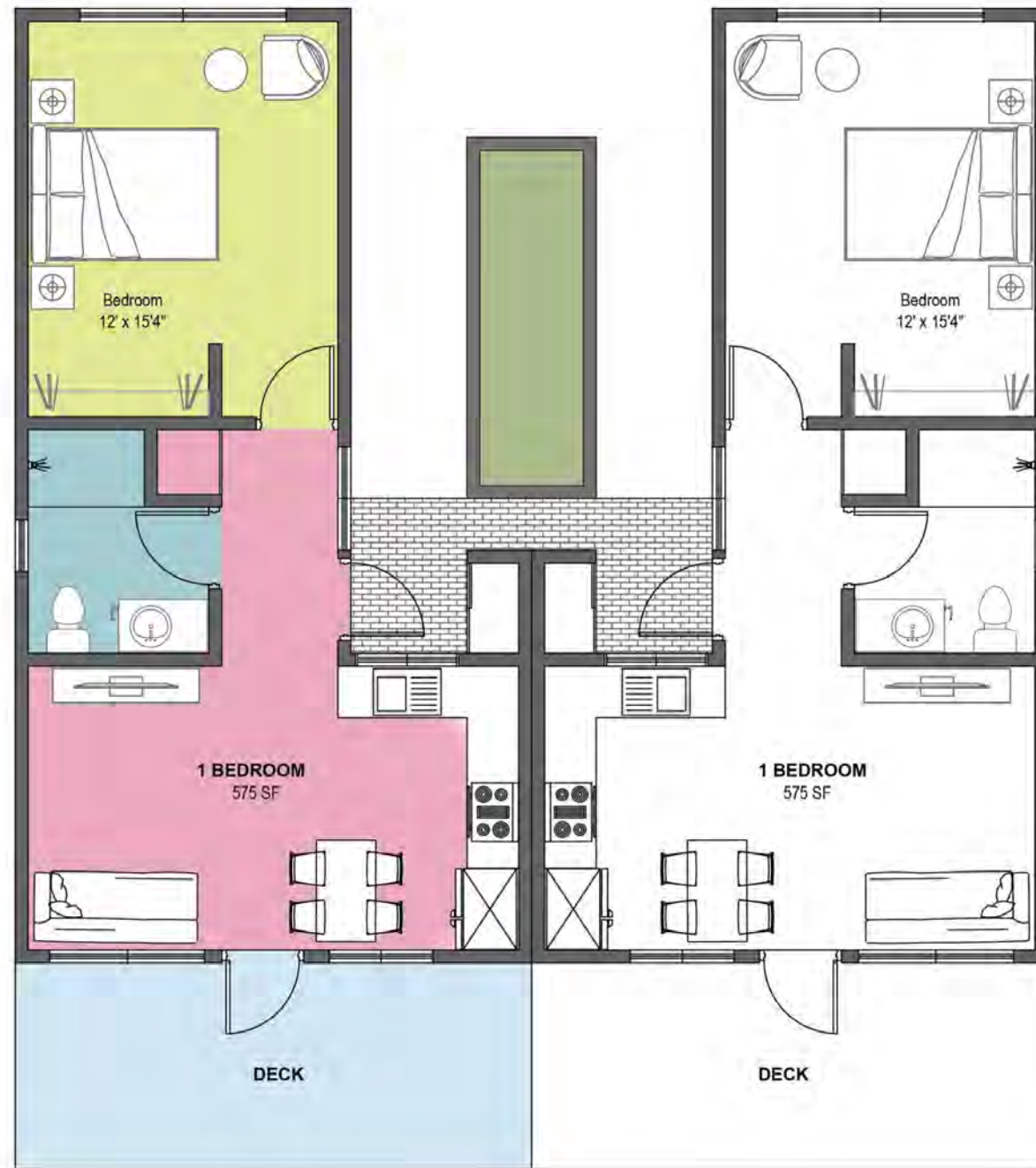


Recreations



Kulan 'Owi





## Exhibit E - Program Service Provider





# *Molokai Rural Health* ..... **COMMUNITY ASSOCIATION**

August 1, 2024

Chairman Kali Watson  
Hawaiian Home Lands Commission  
91-5410 Kapolei Parkway  
Kapolei, Hawaii 96707

Dear Chairman Watson and Commissioners,

I am writing on behalf of the Molokai Rural Health Community Association Kupuna Services Program to express our strong support for the proposed Kalamaula Kūpuna affordable housing project on the island of Moloka'i. We recognize the importance of nurturing our kūpuna and are committed to coordinating activities that honor our Hawaiian heritage and strengthen our connection to our 'āina and community.

Our organization currently serves over 900 kūpuna on our island with care, respect, and engaging activities. More than 200 of these individuals are beneficiaries of the Hawaiian Home Lands trust. We understand the significance of the Kalamaula Kūpuna project, viewing it not just as a housing initiative but as a vital effort to preserve and perpetuate our culture and traditions. With this in mind, we pledge our support and resources to provide program services at the Kalamaula project.

Molokai Kūpuna Services will work closely with the residents and community to implement tailored cultural and wellness programs. These programs will include, but are not limited to, the following activities:

- **Hula & Ukulele Lessons:** Connecting participants with traditions that have shaped our island and culture for generations.
- **Lā'au Lapa'au (Traditional Hawaiian Medicine) Workshops:** Promoting health and wellness through ancestral knowledge.
- **Lomi Lomi Massages:** Offering therapeutic massages to enhance health, wellness, and circulation, particularly for managing diabetes.
- **Ho'oponopono Sessions:** Providing one-on-one discussions to address health concerns and connect individuals with various services and financial programs.
- **Mo'olelo (Storytelling) & Genealogy:** Sharing the rich tapestry of our island's history and providing assistance in researching ancestry.
- **'Ulu 'Ae (Traditional Crafts) Classes:** Encouraging the practice and preservation of our traditional crafts for future generations.

- **Hawaiian Food Preparation:** Honoring culinary traditions such as imu and laulau.
- **Traditional Practices:** Engaging in activities like net throwing and repair, embodying our cultural heritage.
- **Malama Sessions:** Offering health and wellness activities, including grooming and clothing support.

Where possible, we will include the children of Moloka'i in our programs so that traditions, culture, and history can be passed on and transferred to the next generation. This will keep the spirit of our culture alive and ensure our kūpuna remain active and engaged.

We believe these activities will significantly enhance the quality of life for our kūpuna, serving as a bridge between past and future generations and reinforcing the values and traditions that define us as Hawaiians.

Kūpuna Services is enthusiastic about collaborating with both residents and the homestead communities to bring these enriching programs to life. We look forward to contributing to the success of the Kalamaula Kūpuna project and are committed to making a meaningful impact.

Please accept this letter as a testament to our support and dedication to this initiative.

Me ka ha'aha'a,



Kunlei Arce

Program Coordinator

DHHL Beneficiary, Ho'olehua Homesteader

Exhibit F -

LOI for Permanent & Construction Financing

LOI for Low Income Housing Tax Credits



PO Box 2300  
Honolulu, HI 96804-2300

August 5, 2024

Honorable Kali Watson, Chairperson  
Department of Hawaiian Home Lands  
c/o Kalaniana'ole Development, LLC  
524 Keawe, Street 502  
Honolulu, Hawaii 96813

Regarding: 65-Year General Lease for the Residences at Kalama'ula

Aloha Mr. Watson:

American Savings Bank ("ASB") has been in discussions with Kalaniana'ole Development, LLC ("Kalaniana'ole") on exploring how to get involved in the financing of various low-income affordable projects. One of these projects is the proposed 47-unit affordable rental project called the Residences at Kalama'ula (the "Project") on Moloka'i for Hawaiian Home Lands kupuna beneficiaries.

We are supportive of Kalaniana'ole's efforts to seek a 65-year general lease from the Hawaiian Home Lands Commission that would enable the development of this project.

We are prepared to work with Kalaniana'ole after the lease is awarded to help arrange a senior construction and permanent loan financing facility for this project which has an estimated total development cost of \$31,120,000. This financing would be in conjunction with a low-income housing tax credit bond issuance for the Project.

We believe this project will have a significant positive impact on the community and we look forward to being a part of the team to make the Residences at Kalama'ula a reality.

Please do not hesitate to contact me if you have any questions or would like to discuss this further.

Mahalo & Aloha,

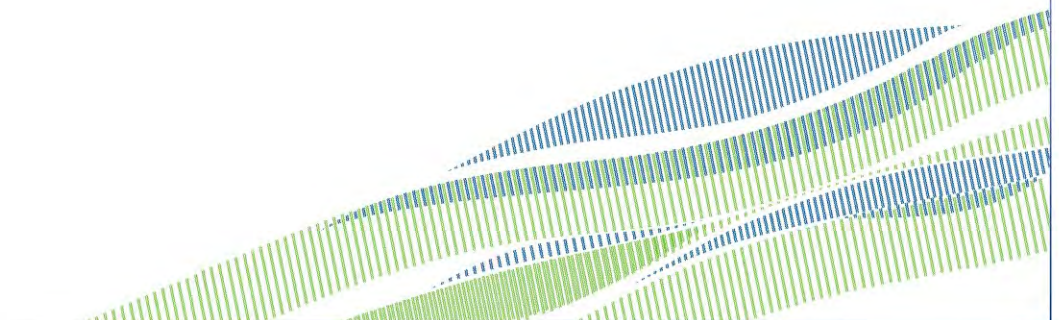
American Savings Bank

A handwritten signature in black ink that reads "Alvin Takahashi".

Alvin Takahashi  
Its Vice President & Relationship Manager  
Commercial Real Estate Loans



Member FDIC





September 10, 2024

Kali Watson, Chairman  
Hawaiian Home Lands Commission  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

Dear Chairman Watson,

At CREA, our mission is centered on the belief that opportunity begins with a safe place to call home. For over two decades, we have dedicated ourselves to creating and preserving affordable housing opportunities across the country, partnering with various stakeholders to ensure that we contribute meaningfully to the communities we serve.

Our company has had the distinct privilege of working alongside Patti Tancayo, CEO of Kalaniana'ole Development, who is working with a new affordable housing development company with strong financial backing and a team with extensive experience in Hawai'i. Patti has consistently demonstrated an unwavering commitment to the development of affordable housing, and her leadership in this area has been invaluable. She has successfully worked to close projects with CREA, and her thorough understanding of both the development and investment aspects of affordable housing makes her a trusted and respected partner in this space.

As an affordable housing investment company, CREA understands the growing need for integrated services across the development and investment spectrums. Patti's leadership, combined with the deep expertise of the Kalaniana'ole Development team in the Hawai'i market, provides confidence that Kalaniana'ole Development's projects, under Patti's guidance, not only will help meet critical housing needs but are also aligned with the values we uphold at CREA — to create lasting, positive impacts in the communities we serve.

We are very interested in continuing our partnership with Patti Tancayo and fostering a relationship with Kalaniana'ole Development as a syndicator for future affordable housing projects. CREA is confident in the success of future developments under Patti's leadership, and we are eager to support her efforts in bringing these projects to fruition.

Should you have any questions or require further information, please feel free to contact me at [rshea@creallc.com](mailto:rshea@creallc.com) or (760) 504 3244.

Sincerely,  
Richard Shea  
Senior Vice President, Originator  
CREA, LLC

A handwritten signature in blue ink, appearing to read "Richard Shea", written over a horizontal line.



September 25, 2024

**Kali Watson, Chair**

Honorable Commissioners  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
P.O. Box 1879  
Honolulu, Hawaii 96805

**SUBJECT: RESIDENCES AT KALAMAULA**

Dear Chair Watson and Honorable Commissioners,

On behalf of Hunt Capital Partners, I am pleased to express our strong support for Na Pua O Lunalilo in their efforts to secure a long-term general lease from the Hawaiian Homes Commission for The Residences at Kalama'ula project. Having previously collaborated with Patti Tancayo through other entities, we have seen firsthand her commitment to providing quality affordable housing. We are now eager to work with her in her role as the leader of Kalaniana'ole Development, alongside Na Pua O Lunalilo, to help bring this project to life.

Hunt Capital Partners is particularly interested in providing Low-Income Housing Tax Credit (LIHTC) equity to The Residences at Kalama'ula, which represents an innovative and culturally significant solution to meet the housing needs of Native Hawaiian kūpuna. By supporting Na Pua O Lunalilo in obtaining this long-term lease, we believe this project will be well-positioned to deliver long-lasting benefits to the community.

With over \$3.3 billion raised in tax credit equity (nearly \$0.5 billion in Hawai'i) and more than 75,000 affordable homes developed across the country, Hunt Capital Partners brings a wealth of experience in structuring and financing LIHTC projects. We are committed to ensuring that The Residences at Kalama'ula not only meets the housing needs of kūpuna but also fosters a culturally vibrant community that honors Hawaiian traditions and values.

We fully support Na Pua O Lunalilo in securing the lease necessary for this project and are ready to collaborate with Kalaniana'ole Development and all stakeholders involved to make this vision a reality. Please feel free to reach out if you have any questions or would like to discuss Hunt Capital Partners' involvement further.

Mahalo for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dana Mayo', is written over the word 'Sincerely,'.

**Dana Mayo**  
Executive Managing Director  
Hunt Capital Partners

## Exhibit G –Letters of Support



## The Senate Ka 'Aha Kenekoa

STATE CAPITOL  
HONOLULU, HAWAII 96813

September 24, 2024

Kali Watson  
Chairman  
Hawaiian Home Lands Commission  
P.O. Box 1879  
Honolulu, HI 96805

Dear Chairman Watson,

I am writing to express my unwavering support for the Kalamaula Homestead Association's kūpuna housing project, "The Residences at Kalama'ula," on Moloka'i. As the State Senator representing Moloka'i and someone who was raised on homestead land, I have witnessed firsthand the need for affordable, culturally appropriate housing for our kūpuna. This project represents a significant step toward addressing that need and ensuring that our kūpuna can age with dignity in a community that respects and honors their cultural heritage.

I am particularly proud to support this initiative, as it is being developed by my long-time friend and fellow homesteader, Patti Tancayo, who serves as the CEO of Kalaniana'ole Development. Patti and I have known each other since our high school days on Moloka'i, and we both share a deep commitment to our community and our cultural values. Patti's leadership and experience in affordable housing development ensures that this project will be executed with the highest standards of care and cultural sensitivity, aligning with the values we both grew up with on the homestead.

The need for this project is clear. Currently, 1,431 applicants are on the Department of Hawaiian Home Lands (DHHL) waitlist for Moloka'i, with 75% of them earning incomes at or below 60% of the Area Median Income. Of these, 808 applicants will be 62 years or older in the next four years. The kūpuna housing project will provide much-needed relief to these individuals, ensuring that they have access to affordable housing in a culturally supportive environment.

A recent survey conducted by the Kalamaula Homestead Association found overwhelming community support for this project, with 88% of respondents in favor of the kūpuna housing. The survey also highlighted the community's desire for cultural integration in the project, with residents looking forward to Hawaiian storytelling, lei making, and other traditional practices being part of the living environment. This reflects the project's deeper mission — not just to provide housing, but to create a vibrant, culturally enriched community where kūpuna can pass on their knowledge to younger generations.



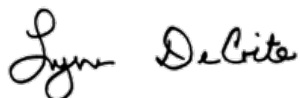
In addition to the housing and cultural aspects, this project will offer a range of supportive services designed to enhance the well-being of our kūpuna. From wellness programs such as lomi lomi massage and ho‘oponopono sessions to healthcare referrals, the services will ensure that residents have everything they need to live healthy and fulfilling lives. The inclusion of these services, along with the cultural programs, makes this project truly unique and vital for our kūpuna.

I also believe that the partnership with King Lunalilo Trust as the property management company is an excellent fit for this project. King Lunalilo Trust has a long-standing mission to care for Native Hawaiian kūpuna, and their experience in managing kūpuna-focused housing ensures that the Residences at Kalama‘ula will be managed with the utmost care, respect, and cultural sensitivity. Their involvement guarantees that this project will not only meet the physical housing needs of kūpuna but will also foster a nurturing environment that honors their cultural heritage and community ties.

Chairman Watson, I respectfully urge you to support the Residences at Kalama‘ula as it moves forward. This project will be a model for future kūpuna housing developments, providing a blueprint for how we can care for our kūpuna while preserving the cultural traditions that make our community strong.

Mahalo for your consideration and for your continued dedication to addressing the needs of our Native Hawaiian people. If you have any questions regarding my support for this project, please feel free to contact me directly at (808) 587-7225.

Respectfully with Aloha,



**Lynn DeCoite**

Chair, Senate Committee on Energy, Economic Development and Tourism.

Hawaii State Senate

7<sup>th</sup> District

**Senator Lynn DeCoite**  
**Assistant Majority Floor Leader**

**Chair, Senate Committee on Energy, Economic Development and Tourism (EET)**

District 7: Makawao (Sprecklesville, Pukalani, Makawao, Olinda, Pulehu, Kula, Waiohuli, Keokea, Ulupalakua, portion of Keoneoio, Paia, Lower Paia, Haiku, Pauwela, Ulumalu, Huelo, Kailua), Wailuku (portion of Kahului), Hana (Keanae, Wailua, Nahiku, Hana, Hokuula, Hamoa, Puuki, Haou, Muolea, Kipahulu, Kaupo); Islands of

Kaho‘olawe, Molokini, Lana‘i, Moloka‘i  
State Capitol, Room 230, Honolulu, HI 96813  
Phone: (808) 587-7225 Fax: (808) 587-7230  
Email Address: [sendecoite@capitol.hawaii.gov](mailto:sendecoite@capitol.hawaii.gov)

**Department of Hawaiian Home Lands**  
**NON-PROFIT ORGANIZATION APPLICATION FOR LONG-TERM USE OF DHHL LANDS**  
**Application**  
**INSTRUCTIONS**

**PURPOSE OF APPLICATION**

The Hawaiian Homes Commission Act (HHCA) Section 204(2) and 207(c) authorizes DHHL to dispose of lands for non-homesteading purposes on the same terms, conditions, restrictions, and uses applicable to the disposition of public lands as provided in Hawaii Revised Statutes (HRS) Chapter 171. HRS 171-43.1 authorizes DHHL to dispose of lands to eleemosynary organizations by direct negotiation without requiring a competitive solicitation process.

Per HRS 171-43.1, eleemosynary organizations must be certified to be tax exempt under sections 501(c)(1) or 501(c)(3) of the Internal Revenue Code of 1986, as amended. The lands shall be used by such eleemosynary organizations for the purposes for which their charter was issued and for which they were certified by the Internal Revenue Service.

**This application is meant for IRS 501(c)(1) or IRS(501)(c)(3) non-profit organizations that are interested in long-term utilization of DHHL land for the purposes of providing programs and services to DHHL beneficiaries to further their rehabilitation and well-being.**

This application is NOT meant for:

- For-profit entities and for-profit purposes. For-profit proposals must go through a different process that requires a competitive solicitation process as outlined in HRS Chapter 171.
- Individual use of Hawaiian Home Lands
- Organizations and individuals that are interested in use or access of Hawaiian Home Lands for less than 30-days (short-term use). Interested organizations or individuals interested in short-term use of Hawaiian Home Lands should contact the DHHL Land Management Division for a Limited Right-of-Entry Permit application.

**APPLICATION PROCESS**

There are two main parts to this application process: (1) Completion of Pre-Application Form and (2) Application.

**Part I -- Pre-Application Form**

Pre-application intended to minimize risk of investing significant time and resources for the applicant and give DHHL a better idea about proposal and applicant potential capacity to implement.

The Pre-Application Project Proposal Form also ensures that the proposed area of use is consistent with DHHL Island Plan Land Use Designations. DHHL Island Plans can be found at: <http://dhhl.hawaii.gov/po/island-plans/> DHHL will **only** be accepting proposals for its lands that

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NON-PROFIT ORGANIZATION APPLICATION FOR LONG-TERM USE OF DHHL LANDS  
Application  
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are designated for (1) Community Use, (2) General Agriculture, (3) Conservation, or (4) Special District.

The Pre-Application Project Proposal Form will also help DHHL determine whether the proposed project requires a DHHL beneficiary consultation meeting. Project proposals that are identified as priority projects in DHHL Regional Plans do **not** require additional DHHL beneficiary consultation.

**NOTE TO POTENTIAL APPLICANTS: DHHL funding and staff technical assistance is NOT guaranteed. DHHL might consider providing funding assistance to projects that can attract other sources of funding. Projects that rely primarily on DHHL resources (other than land) for implementation will not be considered.**

**Submitting the Pre-Application Packet**

There are questions on the Pre-Application Form that can be filled out on the form. However, the majority of the questions on the form will require typed written responses on a separate page. When answering questions on a separate page, please indicate the question number and question you are responding to prior to your written response.

**Overview of the Pre-Application Form**

There are four sections to the Pre-Application Form:

1. **Applicant Information** – This section helps DHHL identify **who** the applicant organization is and the applicant organization's history and experience with providing programs and services to DHHL beneficiaries.
2. **Project Information** – This section helps DHHL identify **what** the project is, **why** the project is needed, and **how** it will benefit DHHL and its beneficiaries. The section also asks whether the proposed project is a DHHL Regional Plan Priority Project to determine beneficiary support for the project. If it is not a DHHL Regional Plan Priority Project, additional beneficiary consultation is needed to determine beneficiary support for the project.
3. **Project Location** – This section helps DHHL identify **where** the project is located. DHHL will make determinations whether the proposed project is consistent with its Island Plan Land Use Designation and whether the proposed project is a compatible use with the surrounding area.
4. **Timeframe** – This section helps DHHL identify **when** and **how long** the applicant's proposed project will take to implement. More importantly, it helps DHHL and the applicant to identify major benchmarks and phases in the proposed project.

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A completed Pre-Application Packet must include:

- Signed Application Instructions Form (See the bottom of this form)
- Filled-out and signed Pre-Application Form
- Enclosed with the filled-out and signed Pre-Application Form, on separate pages, applicant responses to the information requested on the Pre-Application Form.

Please submit your pre-application packet either via mail to:

**DHHL Land Management Division  
91-5420 Kapolei Parkway  
Kapolei, HI 96707**

**Part II --APPLICATION**

After DHHL review of a completed Pre-Application Project Proposal and positive recommendation by staff is made, and if comments from beneficiary consultation meetings are positive, staff will make a recommendation to the Hawaiian Homes Commission to approve a Right-of-Entry Permit for the applicant to access DHHL land to conduct further due diligence work. Terms and conditions of the ROE permit will also be negotiated with the applicant at this time. The due diligence work is project dependent but typically consists of:

- Master Plan
- Business Plan
- HRS Chapter 343 Environmental Assessment or Environmental Impact Statement

**NOTE TO POTENTIAL APPLICANTS: DHHL funding and staff technical assistance is NOT guaranteed to complete any of the above due diligence work. DHHL might consider providing funding assistance to projects that can attract other sources of funding. Projects that rely primarily on DHHL resources (other than land) for implementation will not be considered.**

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**ISSUANCE OF A LONG-TERM DISPOSITION (License or General Lease)**

After successful completion of the due diligence studies, DHHL will negotiate terms and conditions of a long-term disposition with the applicant and make a recommendation to the HHC for approval of a long-term disposition. Please note, each disposition will most likely include a set of special conditions that must be fulfilled by the applicant. Special conditions will be unique for each project and will be negotiated between DHHL and the applicant.

In addition to special conditions, **standard conditions** that will be included in every disposition instrument include:

- Requiring the licensee or lessee to possess a valid limited liability insurance policy that can cover up to \$1 million in damages to DHHL property or persons that are accidentally injured on DHHL land;
- Requiring the licensee or lessee to comply with all applicable federal, state, and county laws;
- Realistic project milestones that demonstrate the growing capacity of the licensee or lessee; this may include limiting the size of the area that was originally requested by the applicant in the pre-application form to a smaller more manageable size in the first several years of the license or lease and gradually increasing the size of the area in the license or lease over time as project milestones are reached.
- Requiring the licensee or lessee to demonstrate that it is proactively making its best effort to recruit more DHHL beneficiaries to participate in the programs and services being provided on the DHHL property for which it has a license or lease to.


**DHHL has a fiduciary responsibility to ensure that the applicant's use of DHHL property does not harm DHHL's ability to help other current and future beneficiaries. Please note that the special conditions and standard conditions that are included in dispositions are meant to mitigate harm to the DHHL Trust from unforeseen and/or unfortunate incidences that may occur on the licensed or leased property and ensure that all interested DHHL beneficiaries may participate in programs or services being offered through the use of DHHL property by the applicant.**

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**APPLICATION PROCESS ESTIMATED TIMEFRAME**

Application Step	Timeframe	Responsible Entity
1. DHHL receives pre-application packet and notifies applicant if pre-application packet is complete	Up to 30 days	LMD
2. DHHL reviews completed project proposal and schedules review meeting with applicant to review questions, concerns, staff may have	Up to 90 days	PO & LMD
3. DHHL schedules beneficiary consultation meeting if project is <u>not</u> a regional plan priority project.  The applicant's pre-application will be placed on the DHHL Land Management Division webpage for public review.	Meeting scheduled 3 months before on island HHC meeting. For example, if you are applying for DHHL land on Kauai, the beneficiary consultation meeting would be scheduled 3 months before the HHC meeting on Kauai.  HHC meeting calendar go to:  <a href="http://dhhl.hawaii.gov/hhc/">http://dhhl.hawaii.gov/hhc/</a>	PO & Applicant
4. HHC ROE approval for due diligence	3 months after beneficiary consultation meeting	LMD & HHC
5. Conduct due diligence studies*	12-24 months	Applicant*
6. HHC approves FONSI	TBD	PO & HHC
7. HHC approves long-term disposition	TBD	LMD & HHC
8. Monitoring and reporting	TBD	Applicant & PO & LMD

**[To be signed by person identified in Pre-Application Form Question #1]** I hereby acknowledge that I have read and understand the above application instructions. I understand that this form is being submitted electronically and my typed name on the signature line will qualify as my signature for purposes of the above certification.

Signature:   
 Printed Name: Ian Heilbron  
 Organization: Nā Pua A Lunalilo

Date: September 11, 2024  
 Title: Administrator



STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
P. O. BOX 1879  
HONOLULU, HAWAII 96829

Department of Hawaiian Home Lands  
**NON-PROFIT ORGANIZATION APPLICATION FOR  
LONG-TERM USE OF DHHL LANDS**

**PRE-APPLICATION FORM**

*This form should be used by non-profit organizations who are interested in securing a long-term license agreement for the use of DHHL lands to better serve native Hawaiian beneficiaries, their families, and the homestead community. Please review the Pre-Application Guidelines and Instructions document before you fill out this form because it provides detailed instructions and it explains all the steps involved in securing a long-term license agreement.*

**APPLICANT INFORMATION**

**Name of Organization:** Nā Pua A Lunalilo

Date of Incorporation: April 27, 2023

IRS Tax-Exempt #: 93-2260527

1. Please identify one individual who will be the point of contact for this application:

Contact Name: Ian Heilbron

Title: Administrator

Email Address: ian@lunalilo.org

Phone: 808-348-0901

2. What is the mission/vision of your organization?

*[Please provide your typed responses on a separate page]*

3. Please describe the history of your organization.

*[Please provide your typed responses on a separate page]*

4. How has your organization previously served beneficiaries of the Hawaiian Homes Commission Act?

*[Please provide your typed responses on a separate page]*

5. Describe past experiences, projects, or programs in the last five years that illustrate consistency with your organization's mission/vision statement.

*[Please provide your typed responses on a separate page]*

6. Please provide references (name and contact information) and/or Letters of Support for this application for non-homestead use of Hawaiian Home Lands.

*[Please provide your typed responses on a separate page]*

7. If you are developing your project in partnership with another organization(s), please describe the roles and responsibilities of each organization during project development, implementation, and long-term management.

*[Please provide your typed responses on a separate page]*

**PROJECT INFORMATION**

- 8. Describe the project. What are your project goals and objectives? What kinds of activities, programs, and/or services will you provide? Describe the need for your project and how it will benefit the DHHL trust, homestead lessees, and/or waitlist applicants.  
*[Please provide your typed responses on a separate page]*
- 9. Please share your current thinking about the following project elements:
  - a. The planning process and your efforts to include beneficiaries.
  - b. Beneficiary involvement throughout the duration of the project.
  - c. Design and construction costs for major improvements (if any).
  - d. Long-term management and operation of project facilities and the requested land area.
  - e. Long-term maintenance and repairs.*[Please provide your typed responses on a separate page]*
- 10. Is the proposed project a Regional Plan Priority Project? YES  NO
- 11. How do you intend to secure funding and other needed resources for the project?  
*[Please provide your typed responses on a separate page]*


**PROJECT LOCATION**

- 12. Identify the parcel(s) of land your organization is requesting.  
Tax Map Key Number(s): (2) 5-2-09:12 and (2) 5-2-8:94 Acres: 10  
Homestead Area: Kalama'ula Homestead Regional Plan Area: Moloka'i  
Island Plan Land Use Designation: *check all that apply below*  
Community Use  General Agriculture  Conservation  Special District  Other
- 13. Please attach a map that marks the boundaries of the area of land you are requesting. Please also identify on a separate map the conceptual layout and siting of proposed uses.
- 14. What are the existing uses in the surrounding area? Please describe how your proposed use is consistent with the existing surrounding uses.  
*[Please provide your typed responses on a separate page]*
- 15. Why do you want to implement your project at this site? Describe the characteristics of the site and surrounding area that make it an ideal location for your project.  
*[Please provide your typed responses on a separate page]*

**TIMEFRAME**

- 16. What is the general timeframe for implementing the project (estimated years)? Please identify major benchmarks and phases.  
*[Please provide your typed responses on a separate page]*

I hereby acknowledge that I have read this application and certify that the information provided in our responses are correct. I understand that this form is being submitted electronically and my typed name on the signature line will qualify as my signature for purposes of the above certification.

Signature:  Date: September 11, 2024  
 Printed Name: Ian Heilbron Title: Administrator  
 Organization: Nā Pua A Lunalilo



**ADDENDUM: RESPONSES FOR NON-PROFIT APPLICATION FOR LONG-TERM USE OF DHHL LANDS**

**APPLICANT INFORMATION**

**Name of Organization:** Nā Pua A Lunalilo

**Date of Incorporation:** April 27, 2023

**IRS Tax-Exempt #:** 93-2260527

**1. Please identify one individual who will be the point of contact for this application.**

Contact Name: Ian Heilbron

Title: Administrator

Email Address: ian@lunalilo.org

Phone: (808) 348-0901

**2. What is the mission of Na Pua A Lunalilo?**

The mission of Nā Pua A Lunalilo, a nonprofit affiliate of the King Lunalilo Trust, is rooted in the legacy of King William Charles Lunalilo, the sixth monarch of the Hawaiian Kingdom, who dedicated his estate to the shelter and care of kūpuna and other kanaka 'ōiwi (Native Hawaiians) in need. Nā Pua A Lunalilo strives to perpetuate this legacy by providing compassionate care, affordable housing, and kupuna support services, grounded in Native Hawaiian culture and values. This grounding ensures that all of the services provided by Nā Pua A Lunalilo foster kupuna dignity, independence, and connection to culture as a source of resilience and healing. This grounding also ensures that Nā Pua A Lunalilo services are holistic, addressing the physical, emotional, social, spiritual, and cultural needs of kūpuna, with a focus on enriching kupuna lives through cultural practices and community engagement.

**3. Please describe the history of the organization.**

Nā Pua A Lunalilo is a recently established affiliate of the King Lunalilo Trust, which was created by Lunalilo's will after his passing in 1874. Known as the People's King, Lunalilo was the first member of the royal families of Hawai'i to dedicate his estate to a public purpose: in this case, the care and shelter of the elderly and those in need. Lunalilo Home opened in 1883, to provide shelter and care to the poor, destitute, and infirm, with a preference for kūpuna. Over time, the scope of the Trust expanded to address not only the immediate physical needs of kūpuna but also their social, cultural, and spiritual well-being. The Trust's evolution reflects its commitment to holistically serving the most vulnerable in the Native Hawaiian community. Today, Nā Pua A Lunalilo continues this legacy through initiatives such as The Residences at Kalama'ula, an affordable rental housing project that respects the dignity of kūpuna and brings supportive services to help them live meaningful lives enriched by Hawaiian values.

#### **4. How has your organization previously served beneficiaries of the Hawaiian Homes Commission Act?**

Nā Pua A Lunalilo was created to support the mission of King Lunalilo Trust, as given by King Lunalilo to provide shelter and care to Native Hawaiians in need. Many of the beneficiaries of the Hawaiian Homes Commission Act (HHCA) would qualify as intended beneficiaries of the will of King Lunalilo. With its focus on holistic care and support, grounded in Native Hawaiian culture and values, Nā Pua A Lunalilo and the Trust directly align with the HHCA's objectives of supporting Native Hawaiian self-sufficiency and cultural preservation. A prime example is The Residences at Kalama'ula project, which provides affordable housing for kūpuna who are beneficiaries of the HHCA. This project addresses the critical housing needs of kūpuna on the DHHL waitlist and existing homesteaders, offering them a secure, culturally rich living environment that enables them to thrive while maintaining connection to their cultural roots.

#### **5. Describe past experiences, projects, or programs in the last five years that illustrate consistency with the organization's mission/vision statement.**

While Nā Pua A Lunalilo was created in 2023 and received notification from the IRS of its tax-exempt status in 2024, King Lunalilo Trust has operated Lunalilo Home since 1883, providing shelter and care to Native Hawaiians in need. As early as the 1920s, Lunalilo Home was recognized as a place of Native Hawaiian rejuvenation and vitality, a result of kūpuna from the different islands supporting and learning from each other. Since reopening in 2002 after renovations, Lunalilo Home has been licensed and provided care as an Adult Residential Care Home and an Adult Day Care program. Lunalilo Home actively fosters relationships with Native Hawaiian communities across the islands, who visit the Lunalilo Home campus to bring mele, hula, lomilomi, lā'au lapa'au, lauhala weaving, lei making, and more to the resident kūpuna. The Residences at Kalama'ula is a continuation of King Lunalilo Trust's mission to provide kūpuna with an environment that nourishes their physical, emotional, and spiritual well-being while preserving and perpetuating Hawaiian traditions.

#### **6. Provide references and/or letters of support for this application for non-homestead use of Hawaiian Home Lands.**

In support of this application for non-homestead use of Hawaiian Home Lands, we have secured letters of support from key financial and development partners.

The most important source of support for this non-homestead use of Hawaiian Home Lands is the Kalama'ula Homesteaders Association, which voted to support this project after numerous information sessions and community meetings with leaders of both King Lunalilo Trust and Kalaniana'ole Development LLC.

American Savings Bank (ASB) has a letter of support reflecting their commitment to help finance The Residences at Kalama'ula project by arranging a senior construction and permanent loan financing facility. The letter from ASB underscores the bank's confidence in the project's positive impact on the community and its alignment with the long-term goals of

providing affordable housing to Native Hawaiian kūpuna. This strong financial backing reinforces the viability and importance of the project.

Additionally, CREA, LLC, an affordable housing investment company, has provided a letter of support that emphasizes their interest in serving as a syndicator for the project. CREA's long-standing partnership with Patti Tancayo, CEO of Kalaniana'ole Development LLC, highlights their confidence in the success of The Residences at Kalama'ula. CREA's mission aligns with the goals of this project, ensuring the development of much-needed affordable housing for kūpuna while also bringing critical financial and operational expertise to the table. With CREA's experience and commitment, this project is well-positioned to meet its objectives and deliver lasting benefits to the Moloka'i community.

The support of the Kalama'ula Homesteaders Association is critical to the success of, and reflects the community's support for, this project. In addition, the strong endorsements from both American Savings Bank and CREA, LLC, not only provide essential financial backing but also reinforce the credibility and sustainability of The Residences at Kalama'ula project.

**7. If you are developing your project in partnership with another organization(s), describe the roles and responsibilities of each organization during project development, implementation, and long-term management.**

The Residences at Kalama'ula project represents a collaborative effort between Nā Pua A Lunalilo, Kalaniana'ole Development LLC, and the Kalama'ula Homesteaders Association. Each organization plays a distinct and critical role in ensuring the success of the project:

- **Na Pua A Lunalilo** will serve as the lessee and property manager, overseeing day-to-day operations, ensuring that kūpuna residents receive the highest level of care, and maintaining the cultural integrity of the facility. The organization will also manage the long-term maintenance and repairs of the facility.
- **Kalaniana'ole Development** is responsible for the planning, financing, and construction of the project. As an experienced affordable housing developer, Kalaniana'ole Development will coordinate the design and building process, leveraging its expertise in Low-Income Housing Tax Credits and other financing tools.
- **The Kalama'ula Homesteaders Association** will be actively involved in the planning and design stages, ensuring that the project reflects the cultural values and specific needs of the community. Their role will also include facilitating community engagement and supporting the project's cultural programming.

## PROJECT INFORMATION

### **8. Describe the project. What are the project goals and objectives? What kinds of activities, programs, and/or services will you provide? Describe the need for your project and how it will benefit the DHHL trust, homestead lessees, and/or waitlist applicants.**

The Residences at Kalama'ula project is an innovative pilot program designed to address the urgent need for culturally appropriate and affordable housing for Native Hawaiian kūpuna, especially those on the DHHL waitlist. Here is a comprehensive breakdown of the project's key aspects:

#### Project Goals and Objectives:

1. **Affordable Housing:** The primary goal is to provide kūpuna with 47 one-bedroom rental units and 1 manager's unit, with rents capped at 30% of household income. This will ensure housing accessibility for kūpuna on fixed or limited incomes.
2. **Cultural Preservation:** A significant objective is to foster cultural continuity. The project will incorporate spaces and activities that promote Hawaiian culture, such as storytelling (mo'olelo), hula, lauhala weaving, and traditional healing practices.
3. **Supportive Services:** The project aims to offer support services that enhance kūpuna's well-being. These include wellness programs, healthcare referrals, lomi lomi massages, ho'oponopono sessions, and practical support through social work assistance.
4. **Community Engagement:** The project involves community organizations in planning and decision-making. There will also be opportunities for kūpuna to transfer knowledge to younger generations through cultural activities.

#### Programs and Services Provided:

1. **Cultural Activities:** The program will offer hula and ukulele lessons, lā'au lapa'au (traditional Hawaiian medicine) workshops, lomi lomi massages, genealogy, and mo'olelo (storytelling) sessions to preserve Hawaiian traditions.
2. **Practical Support:** Kūpuna will also engage in classes like net throwing, Hawaiian food preparation (laulau, imu), and traditional crafts. The intergenerational nature of these activities encourages involvement from the broader Moloka'i community.

#### The Need for the Project:

The project responds to the significant need for kūpuna housing. Many kūpuna on the DHHL waitlist face overcrowded or substandard housing conditions and lack the financial resources to maintain their homes. The 2020 DHHL Applicant Report shows that of the 1,431 applicants on Moloka'i's residential waitlist, about 75% have incomes at or below 60% of the Area Median Income (AMI). Approximately 606 individuals from this group will be eligible for the project as they are 62 years or older within the next four years. This demographic is particularly vulnerable due to their limited earning potential.

Benefits to DHHL Trust, Homestead Lessees, and Waitlist Applicants:

1. **Supports DHHL's Mission:** The project aligns with the Hawaiian Homes Commission Act (HHCA), which prioritizes returning Native Hawaiians to their lands and promoting self-sufficiency. The project meets this goal by providing affordable housing while preserving cultural values.
2. **Promotes Community Involvement:** By integrating cultural activities and health services, the project enriches the lives of residents and enhances community bonds. Additionally, it creates economic opportunities through local employment, contributing to the financial self-sufficiency of the community.
3. **Acts as a Model for Future Projects:** As a pilot project, it serves as a blueprint for future kūpuna housing developments across the state, demonstrating how culturally integrated housing can address broader housing challenges.

This comprehensive housing project not only addresses immediate housing shortages but also strengthens community ties and preserves cultural traditions for generations to come.

**9. Please share your current thinking about the following project elements:**

**a. The planning process and your efforts to include beneficiaries.**

The planning process for The Residences at Kalama‘ula has been highly inclusive, with multiple opportunities for beneficiary engagement. The development team conducted community meetings, charrette workshops, and informational sessions, providing kūpuna and community members with avenues to express their needs and contribute to the project planning. The Kalama‘ula Homesteaders Association also worked with King Lunalilo Trust and Kalaniana‘ole Development LLC to conduct a survey, which found significant support in the community for this project. This collaborative approach ensures that the development aligns with the community's cultural values and practical needs. This involvement from the beginning fosters a strong sense of ownership and trust, which is crucial for long-term success.

**b. Beneficiary involvement throughout the duration of the project.**

Beneficiaries will remain actively involved throughout the project's duration. The Kalama‘ula Homesteaders Association will continue to oversee cultural programming and ensure that community feedback continues to inform project implementation. Nā Pua A Lunalilo, with its strong cultural ties, will manage the day-to-day operations and logistics for cultural programs, while the Kalama‘ula Homesteaders Association will focus on maintaining community connection through cultural programs.

**c. Design and construction costs for major improvements.**

The projected budget for The Residences at Kalama‘ula is approximately \$31.1 million. This estimate covers all aspects of construction, including 47 one-bedroom units, one manager’s unit, community spaces, outdoor gathering areas, and landscaping. The budget is based on the experience and expertise of Nan Inc., the general contractor for the project. Financing for the project will be secured through Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds, the Rental Housing Revolving Fund (RHRF), and other federal and state funding sources.

**d. Long-term management and operation of project facilities and the requested land area.**

Nā Pua A Lunalilo will be responsible for the long-term management and operation of The Residences at Kalama‘ula. Their experience managing kūpuna services positions them well to ensure that residents receive the care and support they need in a culturally enriched environment. The organization will implement operational practices from its successful track record in elder care while ensuring the project’s financial sustainability through careful budgeting and ongoing community involvement.

**e. Long-term maintenance and repairs.**

Long-term maintenance and repairs will be supported through a dedicated maintenance reserve fund, ensuring the property remains in good condition. Regular financial reviews will help track maintenance needs and ensure that repairs are conducted promptly and efficiently. Nā Pua A Lunalilo will also oversee these efforts to maintain the facility’s infrastructure and cultural integrity

**10. Is the proposed project a Regional Plan Priority Project? Yes or No**

The Residences at Kalama‘ula aligns with the overarching goals and priorities outlined in the Moloka‘i Regional Plan. While not explicitly listed as a priority in the 2019 plan, the project addresses key regional objectives, including providing culturally appropriate, sustainable housing for kūpuna. The project is supported by both the Kalama‘ula Homesteaders Association and community members, further reinforcing its importance as a regional initiative.

**PROJECT LOCATION**

**11. How do you intend to secure funding and other needed resources for the project?**

Funding for The Residences at Kalama‘ula will be secured through a combination of Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds, and grants from the Rental Housing Revolving Fund (RHRF), Native American Housing Assistance and Self-Determination Act (NAHASDA) funds, and other state and federal resources. Additional grants and donations will be sought from community organizations and foundations. American Savings Bank has

conveyed their support for the project, indicating their readiness to provide senior construction and permanent loan financing. CREA, a leading federal and state credit syndicator, has also provided a letter of support, strengthening our ability to secure federal tax credit equity for the project.

Patti Tancayo, a seasoned LIHTC developer with a proven track record of successfully securing tax credit equity, brings her extensive experience to the project, further enhancing the potential for success. With NAHASDA financing integrated into the funding stack, the project is anticipated to meet all necessary criteria, positioning it as a highly competitive application for available tax credits and financing.

**12. Identify the parcel(s) of land your organization is requesting.**

- **a. TMK#:** (2) 5-2-09:12 and (2) 5-2-8:94
- **b. Acres:** 10 acres
- **c. Homestead Area:** Kalama'ula Homestead
- **d. Regional Plan Area:** Moloka'i
- **e. Use:** Community

**13. Attach map.**

The map of the requested land parcels is included in the project's appendices, specifically in Exhibit E of our project proposal, which provides a conceptual site plan. This exhibit details the location and layout of The Residences at Kalama'ula, showcasing the planned development area and its relation to the surrounding community.

**14. What are the existing uses in the surrounding area? Describe how your proposed use is consistent with the existing surrounding uses.**

The surrounding area of the Kalama'ula Homestead is primarily residential and situated in the heart of the homestead subdivisions. Key landmarks include Coconut Grove and Kalaniana'ole Hall. Kalama'ula is the oldest homestead community in Hawai'i, home to many kūpuna and their descendants, fostering a deep sense of cultural and historical significance.

The Residences at Kalama'ula will be located behind Kūlana 'Ōiwi, a central location for cultural, educational, and community activities. This location complements the existing uses by providing a residential environment tailored to the needs of kūpuna. The project is fully consistent with the area's surrounding residential and community-centered nature, offering affordable, supportive housing while enhancing the community's commitment to preserving and fostering Hawaiian cultural practices. By being located near Kūlana 'Ōiwi and other community landmarks, The Residences will encourage cultural engagement, provide access to vital services, and strengthen the social fabric of the Kalama'ula Homestead.

**15. Why do you want to implement your project at this site? Describe the characteristics of the site and surrounding area that make it an ideal location for your project.**

The Kalama'ula Homestead is ideal for The Residences at Kalama'ula project due to its historical significance, existing kūpuna population, and proximity to essential services. As the oldest homestead in Hawaii, Kalama'ula is home to many kūpuna, including direct descendants of the original homesteaders. This deep historical and cultural connection makes it a fitting site for a project that seeks to honor and support kūpuna through affordable housing and culturally enriching programs.

Additionally, the homestead is located near Kaunakakai, Moloka'i's main town, which provides convenient access to key services such as grocery stores, shops, and Moloka'i General Hospital. These amenities are crucial for kūpuna, who may have mobility issues or need regular medical care. The area's natural beauty, including gentle slopes and ocean views, further enhances its suitability as a supportive living environment. These characteristics make Kalama'ula practical and an inspiring location where kūpuna can thrive while maintaining strong ties to their cultural heritage.

**16. What is the general timeframe for implementing the project? Please identify major benchmarks and phases.**

*Phase 1: Site Control (October 2024)*

This phase involves securing site control so that investment in planning, designing, infrastructure studies, soil analysis, and marketing can proceed.

*Phase 2: LIHTC Consolidated Application Submittal (February 2025)*

The application for Low-Income Housing Tax Credits (LIHTC) will be submitted during this phase. This is a highly competitive and complex process that requires the coordination of numerous activities.

To submit a successful LIHTC application, several critical components must be in place, including:

**Architectural Designs:** Finalizing detailed architectural plans and renderings that meet the cultural and functional needs of kūpuna residents while ensuring compliance with all local building codes and accessibility standards.

**Environmental and Cultural Assessments:** Completing necessary environmental reviews, including Phase I environmental site assessments and cultural impact studies, to ensure the project respects and preserves Hawaiian cultural heritage.

**Market Analysis:** A comprehensive market study to demonstrate the demand for affordable kūpuna housing in the area. This includes demographic analyses, housing needs assessments, and occupancy forecasts.



Soil Appraisals and Geotechnical Reports: Conduct soil tests and geotechnical evaluations to ensure the site is suitable for construction and to identify any potential challenges related to the land.

Financial Feasibility: Prepare detailed financial projections, including operating budgets, construction costs, and revenue forecasts. This also involves securing letters of interest from financial partners and tax credit investors.

Community Support and Engagement: Continued outreach to the local community to gather input and ensure the project aligns with community needs and values. This phase often includes formal letters of support from key stakeholders and community organizations.

Permitting and Zoning Approvals: Ensuring that all necessary zoning approvals and building permits are secured or in process to meet local regulatory requirements.

Partnership Agreements: Finalizing partnerships with key project stakeholders, including property managers, cultural service providers, and financing partners. This often involves legal documentation and contracts for roles during and after construction.

Submitting the LIHTC application requires comprehensive documentation that addresses these areas, along with detailed narratives explaining how the project will serve kūpuna and meet the requirements of the LIHTC program. Successfully navigating this phase is crucial for securing the tax credits needed to make the project financially viable.

### Phase 3: LIHTC Award & Project Financial Closing (August 2025 to March 2026)

If successful, LIHTC awards will be announced in August 2025. This phase will also include finalizing various funding sources, such as LIHTC, tax-exempt bonds, Rental Housing Revolving Fund (RHRF), NAHASDA, and private donations. Building permits and insurance will also be secured at this stage.

### Phase 4: Construction (March 2026 to December 2026)

Following financial closing, construction will begin on 47 one-bedroom units, a manager's unit, and community spaces. This includes infrastructure development and landscaping. Construction is estimated to take 6 to 9 months.

### Phase 5: Certification of Occupancy and Lease-Up (January 2027)

After construction, the project will open for occupancy. Nā Pua A Lunalilo will oversee property management and implement culturally enriching programs for residents, ensuring a smooth transition for kūpuna into their new homes.

**STATE OF HAWAII**  
**DEPARTMENT OF HAWAIIAN HOME LANDS**

October 21-22, 2024

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator   
Land Management Division

From: Kaipo Duncan, Land Agent   
Land Management Division

Subject: Approval to Issue a Right of Entry Permit to DCI Paradise LLC, Hilton Garden Inn-Wailua Bay, Wailua, Kauai, TMK: (4) 3-9-006:009 (Por.)

**APPLICANT:**

DCI Paradise LLC, "PERMITTEE"

**RECOMMENDED MOTION/ACTION:**

That the Hawaiian Homes Commission (HHC) grant its approval to issue a five (5) year Right of Entry (ROE) permit, to DCI Paradise LLC covering the subject area as identified and described below for the purpose of parking motor vehicles for Hilton Garden Inn-Wailua Bay hotel employees, guests, and hotel visitors (See Exhibit A).

Approval of this ROE is subject to the following conditions:

1. The approximately 20 acre Premises shall be used by the PERMITTEE for the purpose of motor vehicle parking only. No sub-rental or other uses shall be permitted without the prior written consent of PERMITTOR;
2. Monthly fee for the Premises shall be gratis in return for the PERMITTEE cutting four (4) fuel breaks (See Exhibit B) every six (6) months at a cost of approximately \$40,000.00 per year. Also, cutting of trees, shrubery, and grass near the hotel and Leho Drive for better visibility by drivers entering and exiting the hotel premises;
3. PERMITTEE shall be required to pay a non-refundable processing and documentation fee of \$175.00;
4. PERMITTEE shall provide proof of a commercial general liability insurance policy of no less than \$2,000,000.00 for each occurrence, naming the DHHL as additional insured;
5. PERMITTEE shall comply with all applicable governmental laws, rules, regulations, and procedures relating to the operation and activities under this permit. Upon termination of this Permit, PERMITTEE shall be responsible for environmental testing and subsequent clean-up of

any contamination or hazardous materials found on the site that may have been caused by PERMITTEE'S use;

6. PERMITTEE agrees to rent the Premises in "as is" condition and shall maintain the Premises in a neat and clean condition, including trimming overgrown vegetation and disposing of trash on a regular basis. No new construction shall be allowed without prior approval of PERMITTOR. No major alteration or addition of any kind shall be made to the Premises unless plans are first submitted and approved by PERMITTOR;
7. All hazardous and/or toxic materials, including cars, trucks, and heavy equipment containing hazardous and/toxic materials, that could cause contamination of the soil or ground water must be stored on impermeable surface, such as concrete or asphalt pavement. Such surface must be maintained in good repair and approved by PERMITTOR prior to PERMITTEE occupying the Premises. Major equipment repair or servicing shall not be allowed;
8. PERMITTEE shall take reasonable measures in preventing any hazardous materials from leaching on the Premises;
9. PERMITTEE agrees to pay for all the costs of establishing utility services to the property and pay for all consumption of utilities on the Premises, should PERMITTEE'S use require such utility services;
10. PERMITTEE shall be solely responsible for the security of all items stored on the Premises. PERMITTEE shall be allowed to install a security fencing, however, if PERMITTEE intends to install other types of security systems, PERMITTEE must first request and obtain PERMITTOR'S written approval;
11. No residential use shall be permitted, including temporary overnight camping. However, PERMITTEE shall be allowed to provide a shelter for security personnel, if such persons are hired for security purposes;
12. PERMITTEE shall be allowed to fence the Premises and place a temporary structure on the property provided said structure is used as a security office. PERMITTOR reserves the right to limit the number of structures or require removal if the structure is not maintained in good condition. No new construction shall be allowed without prior approval from PERMITTOR. No major alteration or addition of any kind shall be made to the Premises unless plans are first submitted and approved by PERMITTOR;
13. Prior to vacating the Premises, PERMITTEE shall remove, at PERMITTEE'S expense, all of the PERMITTEE'S equipment, constructed improvements, trash, goods and materials and restore the area to a condition as good as or better than that which existed prior to PERMITTEE'S use. PERMITTEE shall also notify PERMITTOR to do a site inspection when PERMITTEE has completed removal;
14. PERMITTEE shall cease construction activity if any Archaeological sites or artifacts are found on site. If any are suspected in the area the PERMITTEE shall use a Cultural monitor during any clearing or laying of gravel. The PERMITTOR is not aware of any current Archaeological sites or artifacts on the premises;
15. The Chairman of the Hawaiian Homes Commisison shall be allowed to extend the ROE permit for two (2) additional five (5) year periods;

16. Other standard terms and conditions of similar permits issued by PERMITTOR, such as liability insurance, site maintenance and real property tax payments;
17. The ROE agreement shall be subject to the review and approval of the Department of the Attorney General; and
18. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission (HHC) to best serve the interest of the Hawaiian Home Lands Trust.

**LOCATION:**

Portion of Hawaiian home lands situated in Wailua, Island of Kauai, as further identified as TMK: (4) 3-9-006:009 (Por.) (See Exhibit B).

**AREA:**

Approximately 20 acres of a 41.15 acre parcel (Northerly half of parcel).

**BACKGROUND/DISCUSSION:**

Pursuant to the attached letter dated October 1, 2024 (See Exhibit A), DCI Paradies LLC is requesting use of a portion of the subject Hawaiian home lands parcel in Wailua, Kauai for the purpose of parking motor vehicles for hotel employees, guests, and visitors of the Hilton Garden Inn-Wailua Bay. The area is approximately 20 acres of the Northerly half of the DHHL parcel and is located across the street from Leho Drive and the hotel's main entrance. Currently the hotel does not have adequate motor vehicle parking on their existing DHHL General Lease hotel site especially during large events and when the hotel is 100% occupied. This is an inconvenience to hotel employees, guests, and patrons.

The 41.15 acre DHHL parcel the hotel intends to use has a history of fires, illegal trespassers taking up occupancy, and illegal dumping. The Kauai Fire Department (KFD) has requested DHHL cut four (4) fuel breaks on this site to assist fire fighters with putting out fires. It is estimated about every other summer a fire is started on this property.

Having a presence in this area will help DHHL tremendously by deterring the illegal trespassing and dumping while having the fuel breaks maintained. The Land Management Division is requesting a gratis rental to DCI Paradise LLC in return for their presence on the property and cutting the four (4) fuel breaks every six (6) months at a cost of about \$40,000.00 per year. DCI Paradise LLC will also cut trees, shrubbery, and grass on the parcel in areas where visibility is poor for motor vehicle drivers on Leho Drive to prevent car and pedestrian accidents.

**PLANNING AREA:**

Wailua, Island of Kauai

**LAND USE DESIGNATION:**

Commercial

**CHARACTER OF USE:**

Commercial

**CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS**

The recommended disposition is consistent with the following General Plan goals and objectives:

DHHL General Plan (2002) goals and objectives:

***Land and Resource Management***

Goals:

- Be responsible, long-term stewards of the Trust's lands and the natural, historic and community resources located on these lands.

Objectives:

- Manage interim land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.

**AUTHORITY**

Hawaii Revised Statutes, Section 171-55 Permits.

**RECOMMENDATION**

Land Management Division (LMD) recommends approval of the requested motion/action as stated.

## DCI PARADISE LLC

133 E. Saint Joseph Street  
Arcadia, California 91006

October 1st, 2024

Department of Hawaiian Home Lands  
State of Hawaii  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707  
Attention: Mr. Kaipo Duncan

Re: Use and Maintenance of Portions of Tax Map Key: (4) 3-9-006-009, Kapaa, Hawaii

Dear Mr. Duncan:

As you know, DCI Paradise LLC, a Hawaii limited liability company ("DCIP"), is the Department of Hawaiian Home Lands ("DHHL") lessee of TMK: (4) 3-9-006-016 and 019. The property is the site of the Hilton Garden Inn located at 3-5920 Kuhio Highway, Kapaa, Hawaii (the "Hotel").

Reference is made to certain real property owned by DHHL, being TMK: (4) 3-9-006-009, area 45.152 acres ("Parcel 9"). Parcel 9 is adjacent to the Hotel. This is to confirm that DCIP is prepared to enter into a right of entry agreement with DHHL (the "Right of Entry") for the use and maintenance of portions of Parcel 9 on the following terms:

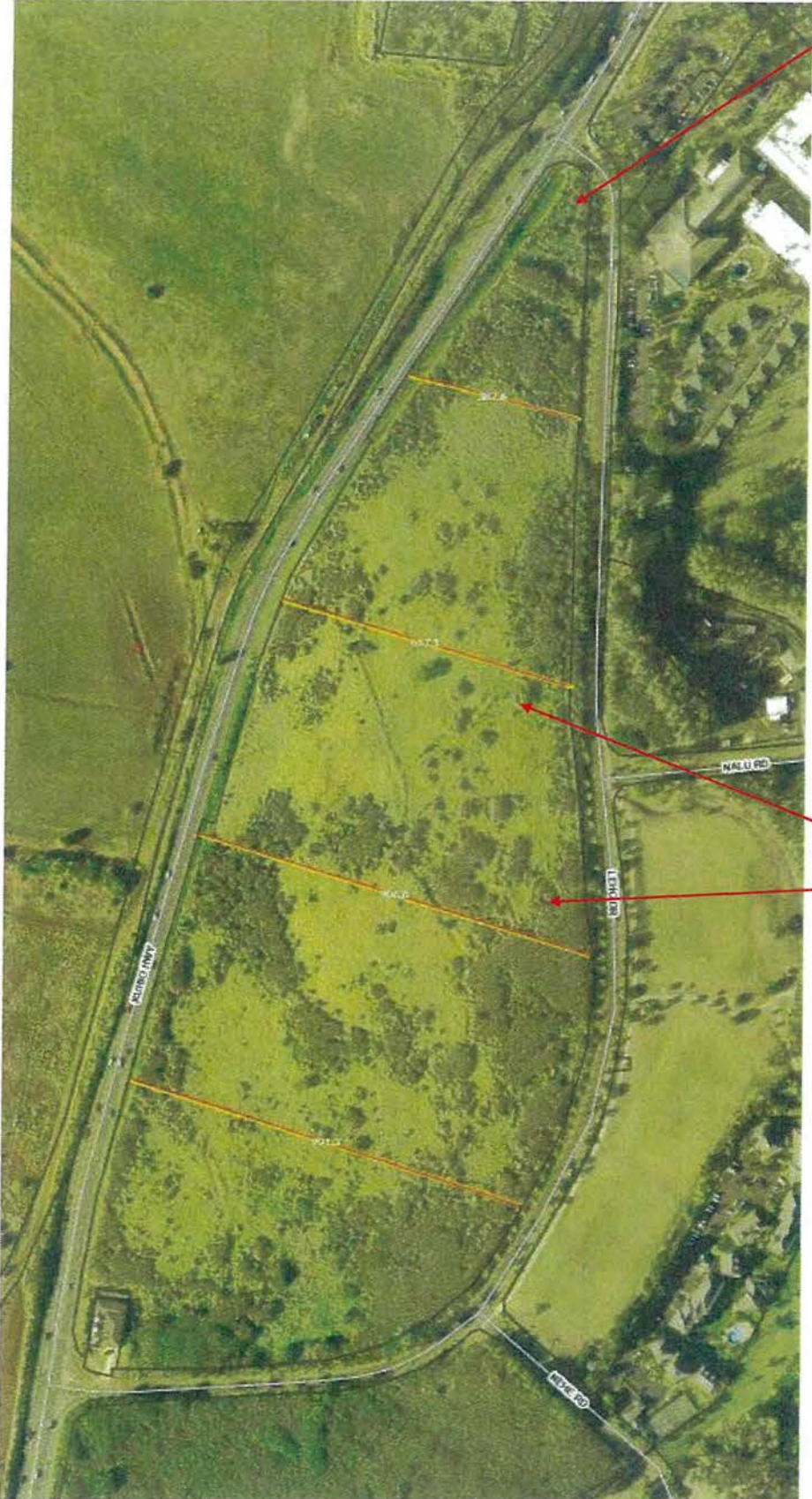
1. DCIP would have the right to improve and use portions of Parcel 9 on a daily basis for vehicular parking, including parking by Hotel employees, guests and other persons coming to the Hotel premises. The locations of the parking areas on Parcel 9 would be approximately as shown on the enclosed site plan. The improvements to be made by DCIP would include the installation of a gravel surface for parking.

2. In consideration of DCIP's use rights on Parcel 9 as described above, DCIP would agree, at its expense, to periodically cut and remove (i) the vegetation within four firebreaks on Parcel 9 as required by the Kauai Fire Department, each firebreak being approximately fifty feet wide as shown on the enclosed site plan, and (ii) the vegetation within the northern tip of Parcel 9 approximately as shown on the enclosed site plan. DCIP would not be required to pay DHHL any fee or other charge for DCIP's use rights on Parcel 9 as described above.

3. The Right of Entry would be for a term of three years; provided that DCIP would have two options to extend the term, each option to extend being for a period of five years on the

**Site Plan**

**Trim brush at the corner of Leho & Kuhio to improve visibility**



**Fire Lanes are designated in red on MAP**

**Possible location for Parking**

**EXHIBIT "B"**

**ITEM NO. F-8**

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairman and Members, Hawaiian Homes Commission

Thru: Linda Chinn, Acting Administrator  
Land Management Division *WC*

From: Kalei Young, Supervising Land Agent *KY*  
Land Management Division

Subject: Terminate General lease No. S-4920, Pacific Diving Industries, Inc.  
Mapunapuna, Island of O'ahu, TMK No. (1) 1-1-064:034

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission approve the following:

1. Terminate General Lease No. S-4290 issued to Pacific Diving Industries, Inc. a Hawaii Corporation, on TMK: (1) 1-1-064:034, located in Mapunapuna, Oahu for failure to pay lease rent owing in the amount of \$33,786.00 during the period of February 2024 through September 2024 as required by General Lease No. S-4290.
2. Authorize the Department of the Attorney General to initiate legal proceedings against Pacific Diving Industries, Inc, if necessary to initiate legal proceedings against Pacific Diving Industries, Inc. if necessary to enforce the termination of and forfeiture of General Lease No. S-4290 and collection of delinquent rent and other obligations.
3. Authorize the Chairman to immediately initiate redispotion the property in order to avoid squatters from overrunning & destroying the value of the building, then redispotion this industrial parcel via the standard General Lease disposition procedure that shall include but not be limited to: a) setting of all appropriate terms & conditions in accordance with the the requirements of Chapter 171 of the HRS, as amended, or section 220.5 of the Hawaiian Homes Commission Act of 1920, as amended; b) expend budgeted funds to conduct an appraisal report on the subject parcel which is designated for non-residential industrial development; c) and to retain an outside legal counsel, if necessary, in the lease negotiation of the final terms and conditions of the lease agreement.

BACKGROUND/DISCUSSION

General Lease No. S-4290 was originally awarded to Albert Kobayashi, Inc, in March of 1970 for a 40 year term. In December of 2002, the said lease was amended and assigned to Pacific Diving Industries, Inc. Additionally, the said lease was amended to extend the lease term for an additional 15 years. The new termination date is March 12, 2025.



Location: 2670 Kilihau Street, Mapunapuna, Oahu  
TMK No. (1) 1-1-064:034  
Land Area 20,787 *s.f.* ,  
Improvement 5,000 *s.f.* Industrial warehouse and office space  
Current Rent \$3,754 per month.

On May 20, 2024 a Notice of Default was sent to the owner (see Exhibit "A" attached) which allowed the tenant 60 days to cure the default.

On September 27, a Notice of Termination sent to the owner (see Exhibit "B" attached) as the tenant did not comply with our May 20, 2024 notice of default.

In both instances stated above, the lessee avoided service from the United States Postal Service, so DHHL's Enforcement Officers posted the said letters at the business address to show the Judge/Court that we attempted good faith efforts to serve proper notice (see attached).

#### RECOMMENDATION

Land Management Division respectfully recommends approval of the requested motion/action as stated.

JOSH GREEN, M.D.  
GOVERNOR  
STATE OF HAWAII  
*Ka Ika 'Āina o ka Moku 'Āina  
'o Hawai'i*

SYLVIA J. LUKE  
LT. GOVERNOR  
STATE OF HAWAII  
*Ka Hope Kia 'Āina o ka Moku 'Āina  
'o Hawai'i*



KALI WATSON  
CHAIRPERSON, HHC  
*Ka Luna Ho'okele*

KATIE L. DUCATT  
DEPUTY TO THE CHAIR  
*Ka Hope Luna Ho'okele*

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

*Ka 'Oihana 'Āina Ho'opulapula Hawai'i*

P. O. BOX 1879  
HONOLULU, HAWAII 96805

May 20, 2024

COPY

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
7019 1640 4759 7193

Mr. Bradley York  
Pacific Diving Industries, Inc.  
2670 Kilihau St.  
Honolulu, HI 96819

Dear Mr. York

NOTICE OF DEFAULT

Subject: General Lease No. S-4290, TMK (1) 1 -1-064:034  
Mapunapuna, Oahu

NOTICE IS HEREBY GIVEN, pursuant to Section 171-20, Hawaii Revised Statutes, as amended, and the terms & conditions of General Lease No. S-4290, that you are in default of your lease for the following:

1. Sanitation. Page 5 paragraph 5 states, "the Lessee shall keep the demised premises and improvements in a strictly clean, sanitary, and orderly condition." (see attached picture)
2. Failure to lease pay rent for the period covering February 2024 through May 2024 in the amount of \$15,016.00 (see attached ledger).

DEMAND IS HEREBY MADE that you remedy this default within 60 days from receipt of this Notice. The Hawaiian Homes Commission may order the termination of your lease and exercise such rights as the commission has under the law or the terms of your lease.

The Department must retain a Certified Public Accountant to prepare a cash flow statement if the default is not cured within 30 days of receipt of this letter Notice. This cash flow statement

EXHIBIT "A"

Pacific Diving Industries, Inc.  
May 20, 2024  
Page 2

COPY

complies with the covenants of the Department of Hawaiian Home Lands' General Bond Resolution. All costs and expenses as a result of this action will be borne by you even if this default is cured within the sixty (60) day time period.

If the above-noted default has been cured prior to the receipt of this notice, kindly disregard it. Should you have any questions feel free to contact Supervising Land Agent, Kalei Young at (808) 620-9463 or by email at [ward.k.young@hawaii.gov](mailto:ward.k.young@hawaii.gov).

Aloha,

A handwritten signature in cursive script that reads "Kali Watson". The signature is written in black ink and is positioned above the printed name and title.

Kali Watson, Chairman  
Hawaiian Homes Commission

**TO:** LINDA CHINN, A/ADMINISTRATOR, LMD, DHHL  
**FROM:** KIP AKANA, ENFORCEMENT OFFICER, OCH, DHHL  
**VIA:** DAVID HOKE, ENFORCEMENT UNIT SUPERVISOR, OCH, DHHL  
**SUBJECT:** PERSONAL SERVICE – DHHL NOTICE OF DEFAULT ADDRESSED TO MR. BRADLEY YORK, 2670 KILIHOU STREET, HONOLULU, HAWAII, 96819 – GENERAL LEASE NO. S-4290, TMK (1) 1-1-064:034

**ASSIGNMENT / ARRIVAL:**

On May 24, 2024, at 1102 hours, DHHL Property Development Specialist, Russell Kaupu, requested that the DHHL Enforcement Unit attempt to effect personal service of a DHHL Notice of Default letter addressed to Bradley York.

On May 28, 2024, at 0850 hours, DHHL Enforcement Unit Investigator, Nicholas Bolan, and this Officer arrived on scene.

**REQUEST FOR ENFORCEMENT / DHHL NOTICE OF DEFAULT:**

On May 28, 2024, at 0900 hours, DHHL LMD A/Administrator, Linda Chinn, submitted a Request for Enforcement. Attached to the request is a copy of the "Notice of Default" letter signed by DHHL Chairman, Kali Watson, addressed to Mr. Bradley York.

For further information, refer to attached request and "Notice of Default" letter addressed to Mr. Bradley York. Exhibits A1-A3

**OFFICER'S ACTIONS / OBSERVATIONS:**

Upon arrival, I observed the parcel, located at the above-mentioned address, to appear to be in a state of disarray. There is a blue door located on the makai side of the warehouse bearing the sign "Pacific Diving Industries". The driveway leading to the blue door is cluttered with miscellaneous personal effects. The warehouse is located on the "mauka / ewa" corner of Kilihou Street where the street bends. Parked on the corner of the street is a large "flatbed" which appears to pose a traffic hazard for motorists.

The sidewalk area located on the "Diamond Head" side of the property is obstructed by what appears to be a homeless encampment that is attached to the fencing of the parcel in question. Bolan spoke with an adult local female who resides in this encampment. The female stated that she is homeless and has been living at the location for several months.

The property appeared to be secured. However, from the sidewalk, this Officer observed the warehouse area to be cluttered with miscellaneous personal effects.

Bolan and I announced our presence and knocked on the front door to the property. There was no response.

**SERVICE EFFECTED / NOTICE POSTED:**

On May 28, 2024, at 0900 hours, I posted the DHHL Notice of Default on the front door of the property.

For further information, refer to attached HHL Form 0082 and time-stamped photos (2) of the posting. Exhibit B1-B3

**PHOTOS:**

Refer to attached time-stamped photos (12) taken by Enforcement Unit personnel to view photos of the property and surrounding area. Exhibit C1-C12

**ADDITIONAL INFORMATION:**

The female who resides in the homeless encampment on the "Diamond Head" side of the parcel in question provided Bolan with a possible phone number for Mr. Bradley York. The number she provided is (808) 463-9918.

LMD may want to notify HPD of the existing traffic hazards and obstruction of county sidewalks that may be occurring as a result of the activities and management of the parcel in question.

**DISPOSITION:** Report submitted to LMD for perusal and further action.



KIP AKANA / ENFORCEMENT UNIT INVESTIGATOR

MAY 28, 2024 / 1120 HOURS

 FOR

DAVID HOKE / ENFORCEMENT UNIT ADMINISTRATOR



DEPARTMENT OF HAWAIIAN HOME LANDS

### REQUEST FOR ENFORCEMENT TEAM

Date of Request: 5/29/2024 Initial Request:  Follow-up Request:

Requestor: Kalei Young Request deadline: \_\_\_\_\_

Approved by Administrator: Linda Chinn

Type of Request:  Investigation  Site Visit  Occupancy Check  
 Other: Serve Notice of Default

**LESSEE INFORMATION** (if applicable)

Name: Pacific Diving Industries

Address: 2646 Kilihau Street

Phone No.: \_\_\_\_\_

Lease No.: S-4290 Lot No.: \_\_\_\_\_

TMK: (1) 1-1-064:034

Lease attached:  (if applicable)

**COMPLAINANT INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Lessee:  Yes  No

**ALLEGED LEASE VIOLATIONS:** (explain in detail all violations, pertinent/background information and attach necessary documentation)

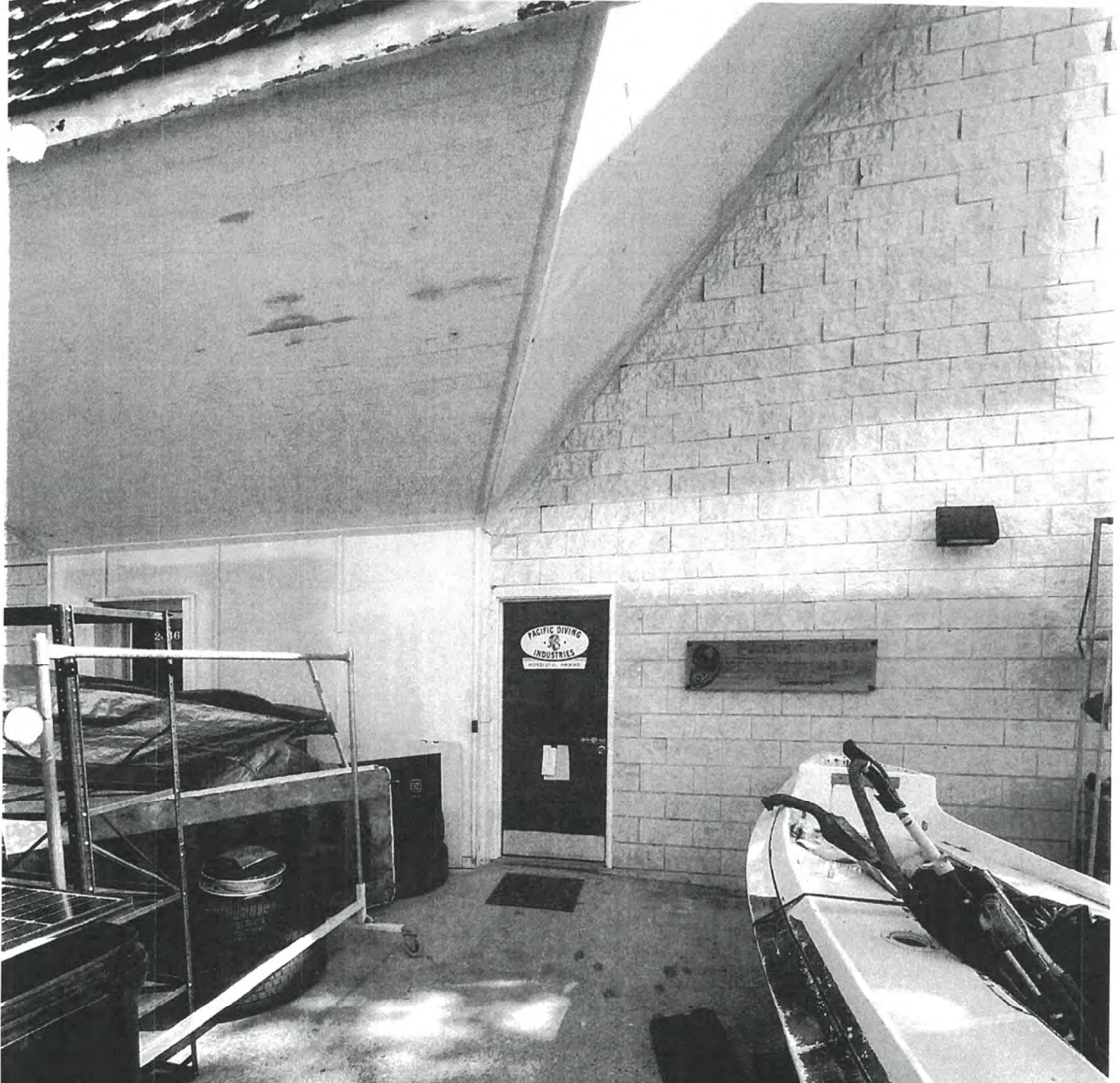
**SUMMARY OF REQUEST:** (explain in detail)

General Lessee not accepting Certified Mail

Eteam to assist to hand deliver notice or post notice on door as served. 60 days to cure period to start from this date.

Received on: \_\_\_\_\_

Report No: \_\_\_\_\_



Network: May 28, 2024 at 9:00:03 AM HST  
Local: May 28, 2024 at 9:00:03 AM HST  
N 21° 20' 6.733", W 157° 53' 41.655"  
2646 Kilihau St  
Honolulu HI 96819  
United States



MIC Strategy 1022  
Public Dining Improvements, LLC  
2646 Kilihau St  
Hon. HI 96819

STATEMENT OF SERVICE DELIVERY

Starting with the date \_\_\_\_\_  
I certify through \_\_\_\_\_  
I agree and declare that the contents of this  
of above, since the party could not be  
not certain and where it is possible to find  
DATE/TIME SIGNED \_\_\_\_\_

BEWARE

Network: May 28, 2024 at 8:59:56 AM HST  
Local: May 28, 2024 at 8:59:56 AM HST  
N 21° 20' 6.733", W 157° 53' 41.655"  
2646 Kilihau St  
Honolulu HI 96819  
United States

HONOLULU MAKAI  
RICHMOND ST  
Keolu Lagoon  
Beach Park

B3



**JOSH GREEN, M.D.**  
GOVERNOR  
STATE OF HAWAII  
*Ka Hope Kū'āina o ka Ikaika o Hawai'i*

**SYLVIA J. LUKE**  
LT. GOVERNOR  
STATE OF HAWAII  
*Ka Hope Kū'āina o ka Moku'āina o Hawai'i*



**KALI WATSON**  
CHAIRPERSON, HRC  
*Ka Luna Ho'okele*

**KATIE L. LAMBERT**  
DEPUTY TO THE CHAIR  
*Ka Hope Luna Ho'okele*

**STATE OF HAWAII**  
**DEPARTMENT OF HAWAIIAN HOME LANDS**  
*Ka 'Oihana 'Āina Ho'opulapula Hawai'i*

P. O. BOX 1879  
HONOLULU, HAWAII 96805

September 27, 2024

COPY

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
7020 1290 0001 4044 4475

Mr. Bradley York  
Pacific Diving Industries, Inc.  
2670 Kilihau Street  
Honolulu, HI 96819

Dear Mr York:

NOTICE OF TERMINATION

Subject: General Lease No. S4290, TMK: (1)1-1-064:034  
Mapunapuna, Oahu

NOTICE IS HEREBY GIVEN: The Department of Hawaiian Home Lands (DHHL) will pursue termination of General Lease No. S4290 for failure to pay lease rent in the amount of \$33,786.00 during the period of February 2024 through September 2024, as required by General Lease No. S4290.

A Notice of Default was issued on May 20, 2024 (Exhibit "A"). The May 20, 2024 Notice was posted at the subject premises on May 28, 2024 and United States postal records also indicate your receipt of the Notice on May 28, 2024. Demand was made by the Notice of Default that you cure the delinquency within 60 days of receipt of the Notice. The 60 day period has elapsed without cure.

Hawaii Revised Statutes (HRS) section 171-39 provides that any lease may be terminated upon violation of any condition or term of the lease and that DHHL may take possession. Pursuant to section 171-39, HRS, the DHHL will recommend termination of General Lease No. S4290 to the Hawaiian Homes Commission at its next regular meeting on October 21-22, 2024.

You may appear before the Hawaiian Homes Commission on October 21, 2024. The meeting will begin on 9:30 AM at the Grand Naniloa Hotel, Sandalwood Room and via Zoom, 93 Banyan Drive, Hilo, Hawaii 96720.

EXHIBIT "B"

Pacific Diving Industries, Inc.  
September 27, 2024  
Page 2

COPY

Should you have any questions, feel free to contact Supervising Land Agent, Kalei Young, at 808.730.0337 or by email at [ward.k.young@hawaii.gov](mailto:ward.k.young@hawaii.gov).

Aloha,



Kali Watson, Chairperson  
Hawaiian Homes Commission

EXHIBIT "B"

COPY

Department of Hawaiian Home Lands

Account Details

09.29.40 AM 26-SEP-24

Customer: PACIFIC DIVING INDUSTRIES

Account #	Class	Trx #	Trx Date	GL Date	Due Date	Original Amt	Balance	Status	Comments	Reverse
1	GL4290oa	85634	12-AUG-2016	12-AUG-2016	01-SEP-2016	3,754.00	0.00	Closed		
2	GL4290oa	85961	07-SEP-2016	07-SEP-2016	01-OCT-2016	3,754.00	0.00	Closed		
3	GL4290oa	86408	12-OCT-2016	12-OCT-2016	01-NOV-2016	3,754.00	0.00	Closed		
4	GL4290oa	86861	10-NOV-2016	10-NOV-2016	01-DEC-2016	3,754.00	0.00	Closed		
5	GL4290oa	87299	12-DEC-2016	12-DEC-2016	01-JAN-2017	3,754.00	0.00	Closed		
6	GL4290oa	87681	12-JAN-2017	12-JAN-2017	01-FEB-2017	3,754.00	0.00	Closed		
7	GL4290oa	88248	10-FEB-2017	10-FEB-2017	01-MAR-2017	3,754.00	0.00	Closed		
8	GL4290oa	88644	10-MAR-2017	10-MAR-2017	01-APR-2017	3,754.00	0.00	Closed		
9	GL4290oa	89039	12-APR-2017	12-APR-2017	01-MAY-2017	3,754.00	0.00	Closed		
10	GL4290oa	89483	08-MAY-2017	08-MAY-2017	01-JUN-2017	3,754.00	0.00	Closed		
11	GL4290oa	89892	12-JUN-2017	12-JUN-2017	01-JUL-2017	3,754.00	0.00	Closed		
12	GL4290oa	90249	10-JUL-2017	10-JUL-2017	01-AUG-2017	3,754.00	0.00	Closed		
13	GL4290oa	90692	10-AUG-2017	10-AUG-2017	01-SEP-2017	3,754.00	0.00	Closed		
14	GL4290oa	91120	05-SEP-2017	05-SEP-2017	01-OCT-2017	3,754.00	0.00	Closed		
15	GL4290oa	91592	02-OCT-2017	02-OCT-2017	01-NOV-2017	3,754.00	0.00	Closed		
16	GL4290oa	92038	10-NOV-2017	10-NOV-2017	01-DEC-2017	3,754.00	0.00	Closed		
17	GL4290oa	92456	12-DEC-2017	12-DEC-2017	01-JAN-2018	3,754.00	0.00	Closed		
18	GL4290oa	92871	05-JAN-2018	05-JAN-2018	01-FEB-2018	3,754.00	0.00	Closed		
19	GL4290oa	93312	01-FEB-2018	01-FEB-2018	01-MAR-2018	3,754.00	0.00	Closed		
20	GL4290oa	93780	12-MAR-2018	12-MAR-2018	01-APR-2018	3,754.00	0.00	Closed		
21	GL4290oa	94198	09-APR-2018	09-APR-2018	01-MAY-2018	3,754.00	0.00	Closed		
22	GL4290oa	94587	07-MAY-2018	07-MAY-2018	01-JUN-2018	3,754.00	0.00	Closed		
23	GL4290oa	94967	12-JUN-2018	12-JUN-2018	01-JUL-2018	3,754.00	0.00	Closed		
24	GL4290oa	95389	12-JUL-2018	12-JUL-2018	01-AUG-2018	3,754.00	0.00	Closed		
25	GL4290oa	95795	08-AUG-2018	08-AUG-2018	01-SEP-2018	3,754.00	0.00	Closed		
26	GL4290oa	96206	06-SEP-2018	06-SEP-2018	01-OCT-2018	3,754.00	0.00	Closed		
27	GL4290oa	96685	12-OCT-2018	12-OCT-2018	01-NOV-2018	3,754.00	0.00	Closed		
28	GL4290oa	97078	12-NOV-2018	12-NOV-2018	01-DEC-2018	3,754.00	0.00	Closed		
29	GL4290oa	97481	12-DEC-2018	12-DEC-2018	01-JAN-2019	3,754.00	0.00	Closed		
30	GL4290oa	97821	08-JAN-2019	08-JAN-2019	01-FEB-2019	3,754.00	0.00	Closed		
31	GL4290oa	98223	11-FEB-2019	11-FEB-2019	01-MAR-2019	3,754.00	0.00	Closed		
32	GL4290oa	98595	12-MAR-2019	12-MAR-2019	01-APR-2019	3,754.00	0.00	Closed		
33	GL4290oa	98890	05-APR-2019	05-APR-2019	01-MAY-2019	3,754.00	0.00	Closed		

EXHIBIT "B"

COPY

Account #	Class	Trx #	Trx Date	GL Date	Due Date	Original Amt	Balance	Status	Comments	Reverse
34	GL4290oa	99262	12-MAY-2019	12-MAY-2019	01-JUN-2019	3,754.00	0.00	Closed		
35	GL4290oa	99575	29-MAY-2019	29-MAY-2019	01-JUL-2019	3,754.00	0.00	Closed		
36	GL4290oa	99985	12-JUL-2019	12-JUL-2019	01-AUG-2019	3,754.00	0.00	Closed		
37	GL4290oa	100290	06-AUG-2019	06-AUG-2019	01-SEP-2019	3,754.00	0.00	Closed		
38	GL4290oa	100654	06-SEP-2019	06-SEP-2019	01-OCT-2019	3,754.00	0.00	Closed		
39	GL4290oa	101027	09-OCT-2019	09-OCT-2019	01-NOV-2019	3,754.00	0.00	Closed		
40	GL4290oa	101390	12-NOV-2019	12-NOV-2019	01-DEC-2019	3,754.00	0.00	Closed		
41	GL4290oa	101737	06-DEC-2019	06-DEC-2019	01-JAN-2020	3,754.00	0.00	Closed		
42	GL4290oa	102125	08-JAN-2020	08-JAN-2020	01-FEB-2020	3,754.00	0.00	Closed		
43	GL4290oa	102468	07-FEB-2020	07-FEB-2020	01-MAR-2020	3,754.00	0.00	Closed		
44	GL4290oa	102883	12-MAR-2020	12-MAR-2020	01-APR-2020	3,754.00	0.00	Closed		
45	GL4290oa	103259	06-APR-2020	06-APR-2020	01-MAY-2020	3,754.00	0.00	Closed		
46	GL4290oa	103598	06-MAY-2020	06-MAY-2020	01-JUN-2020	3,754.00	0.00	Closed		
47	GL4290oa	103960	12-JUN-2020	12-JUN-2020	01-JUL-2020	3,754.00	0.00	Closed		
48	GL4290oa	104297	07-JUL-2020	07-JUL-2020	01-AUG-2020	3,754.00	0.00	Closed		
49	GL4290oa	104774	12-AUG-2020	12-AUG-2020	01-SEP-2020	3,754.00	0.00	Closed		
50	GL4290oa	105162	11-SEP-2020	11-SEP-2020	01-OCT-2020	3,754.00	0.00	Closed		
51	GL4290oa	105582	10-OCT-2020	10-OCT-2020	01-NOV-2020	3,754.00	0.00	Closed		
52	GL4290oa	105961	12-NOV-2020	12-NOV-2020	01-DEC-2020	3,754.00	0.00	Closed		
53	GL4290oa	106260	11-DEC-2020	11-DEC-2020	01-JAN-2021	3,754.00	0.00	Closed		
54	GL4290oa	106621	11-JAN-2021	11-JAN-2021	01-FEB-2021	3,754.00	0.00	Closed		
55	GL4290oa	107063	12-FEB-2021	12-FEB-2021	01-MAR-2021	3,754.00	0.00	Closed		
56	GL4290oa	107374	05-MAR-2021	05-MAR-2021	01-APR-2021	3,754.00	0.00	Closed		
57	GL4290oa	107856	12-APR-2021	12-APR-2021	01-MAY-2021	3,754.00	0.00	Closed		
58	GL4290oa	108196	10-MAY-2021	10-MAY-2021	01-JUN-2021	3,754.00	0.00	Closed		
59	GL4290oa	108637	09-JUN-2021	09-JUN-2021	01-JUL-2021	3,754.00	0.00	Closed		
60	GL4290oa	109036	12-JUL-2021	12-JUL-2021	01-AUG-2021	3,754.00	0.00	Closed		
61	GL4290oa	109437	06-AUG-2021	06-AUG-2021	01-SEP-2021	3,754.00	0.00	Closed		
62	GL4290oa	109787	11-SEP-2021	11-SEP-2021	01-OCT-2021	3,754.00	0.00	Closed		
63	GL4290oa	110155	12-OCT-2021	12-OCT-2021	01-NOV-2021	3,754.00	0.00	Closed		
64	GL4290oa	110447	12-NOV-2021	12-NOV-2021	01-DEC-2021	3,754.00	0.00	Closed		
65	GL4290oa	110847	10-DEC-2021	10-DEC-2021	01-JAN-2022	3,754.00	0.00	Closed		
66	GL4290oa	111197	12-JAN-2022	12-JAN-2022	01-FEB-2022	3,754.00	0.00	Closed		
67	GL4290oa	111562	12-FEB-2022	12-FEB-2022	01-MAR-2022	3,754.00	0.00	Closed		
68	GL4290oa	111867	05-MAR-2022	05-MAR-2022	01-APR-2022	3,754.00	0.00	Closed		
69	GL4290oa	112249	12-APR-2022	12-APR-2022	01-MAY-2022	3,754.00	0.00	Closed		
70	GL4290oa	112529	27-APR-2022	27-APR-2022	01-JUN-2022	3,754.00	0.00	Closed		
71	GL4290oa	112802	13-MAY-2022	13-MAY-2022	01-JUL-2022	3,754.00	0.00	Closed		

Account "B"

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Account #	Class	Trx #	Trx Date	GL Date	Due Date	Original Amt	Balance	Status	Comments	Reverse
72	GL4290oa	113241	11-JUL-2022	11-JUL-2022	01-AUG-2022	3,754.00	0.00	Closed		
73	GL4290oa	113544	09-AUG-2022	09-AUG-2022	01-SEP-2022	3,754.00	0.00	Closed		
74	GL4290oa	113850	31-AUG-2022	31-AUG-2022	01-OCT-2022	3,754.00	0.00	Closed		
75	GL4290oa	114207	30-SEP-2022	30-SEP-2022	01-NOV-2022	3,754.00	0.00	Closed		
76	GL4290oa	114541	20-OCT-2022	20-OCT-2022	01-DEC-2022	3,754.00	0.00	Closed		
77	GL4290oa	114936	01-DEC-2022	01-DEC-2022	01-JAN-2023	3,754.00	0.00	Closed		
78	GL4290oa	115291	07-JAN-2023	07-JAN-2023	01-FEB-2023	3,754.00	0.00	Closed		
79	GL4290oa	115724	08-FEB-2023	08-FEB-2023	01-MAR-2023	3,754.00	0.00	Closed		
80	GL4290oa	116064	06-MAR-2023	06-MAR-2023	01-APR-2023	3,754.00	0.00	Closed		
81	GL4290oa	116425	03-APR-2023	03-APR-2023	01-MAY-2023	3,754.00	0.00	Closed		
82	GL4290oa	116899	29-APR-2023	29-APR-2023	01-JUN-2023	3,754.00	0.00	Closed		
83	GL4290oa	117284	12-JUN-2023	12-JUN-2023	01-JUL-2023	3,754.00	0.00	Closed		
84	GL4290oa	117759	12-JUL-2023	12-JUL-2023	01-AUG-2023	3,754.00	0.00	Closed		
85	GL4290oa	118206	11-AUG-2023	11-AUG-2023	01-SEP-2023	3,754.00	0.00	Closed		
86	GL4290oa	118505	08-SEP-2023	08-SEP-2023	01-OCT-2023	3,754.00	0.00	Closed		
87	GL4290oa	119074	12-OCT-2023	12-OCT-2023	01-NOV-2023	3,754.00	0.00	Closed		
88	GL4290oa	119430	11-NOV-2023	11-NOV-2023	01-DEC-2023	3,754.00	0.00	Closed		
89	GL4290oa	119813	12-DEC-2023	12-DEC-2023	01-JAN-2024	3,754.00	0.00	Closed		
90	GL4290oa	120200	12-JAN-2024	12-JAN-2024	01-FEB-2024	3,754.00	3,754.00	Open		
91	GL4290oa	120568	10-FEB-2024	10-FEB-2024	01-MAR-2024	3,754.00	3,754.00	Open		
92	GL4290oa	120922	12-MAR-2024	12-MAR-2024	01-APR-2024	3,754.00	3,754.00	Open		
93	GL4290oa	121325	29-MAR-2024	29-MAR-2024	01-MAY-2024	3,754.00	3,754.00	Open		
94	GL4290oa	121768	10-MAY-2024	10-MAY-2024	01-JUN-2024	3,754.00	3,754.00	Open		
95	GL4290oa	122131	12-JUN-2024	12-JUN-2024	01-JUL-2024	3,754.00	3,754.00	Open		
96	GL4290oa	122474	12-JUL-2024	12-JUL-2024	01-AUG-2024	3,754.00	3,754.00	Open		
97	GL4290oa	122982	12-AUG-2024	12-AUG-2024	01-SEP-2024	3,754.00	3,754.00	Open		
98	GL4290oa	123275	12-SEP-2024	12-SEP-2024	01-OCT-2024	3,754.00	3,754.00	Open		
99										
<b>Sub Total</b>						<b>367,892.00</b>	<b>33,786.00</b>			

EXHIBIT 'B'

Hawaiian Homes Commission Meeting Packet  
October 21 & 22, 2024  
Grand Naniloa Hotel, Sandalwood Ballroom,  
Hilo, Hawaii

# G ITEMS

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21 & 22, 2024

To: Chairman and Members, Hawaiian Homes Commission  
From: Cherie-Noelle Ka'anana, Water Program Specialist  
Through: Andrew H. Choy, Planning Program Manager  
Subject: Approval of the Authorization for the Chairperson to Sign the Stipulation Agreement for the Release of Kaua`i Island Utility Cooperative from their Obligations in the Waimea Watershed Agreement

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) authorizes the Chairperson to execute on behalf of the Department of Hawaiian Home Lands (DHHL) a Stipulation Agreement regarding the 2017 Waimea Watershed Agreement (WWA), and to take other actions as may be necessary to protect the interests of the trust in this regard.

DISCUSSION

***Water and Land in the Waimea Kaua'i Area***

Stream waters from tributaries of the Waimea River, Kaua'i have since time immemorial supported the exercise of traditional and customary native Hawaiian practices in West Kaua'i, including kalo cultivation and gathering. Since the development of the Koke`e Ditch System in the 1920s, water diverted from these tributaries irrigated fields of the Kekaha Sugar Company, including lands around Pu`u `Ōpae, the latter of which were set aside for homesteading under the Hawaiian Homes Commission Act.

As of 2024, DHHL has a homestead beneficiary leasing pastoral lands above Pu`u `Ōpae and a homesteader organization licensing lands for agricultural and related purposes around Pu`u `Ōpae.

## ***The Waimea Watershed Agreement and the West Kaua'i Energy Project***

As has been the case across Hawai'i following the demise of sugar, in this area there has also been extensive planning for and conflict over the possible use of the lands and waters formerly used to cultivate sugar cane. In 2013, the Po'ai Wai Ola/West Kaua'i Watershed Alliance (PWO) petitioned the Commission on Water Resource Management (CWRM) to amend the Interim Instream Flow Standards<sup>1</sup> (IIFSS) for the Waimea River, Kaua'i. Culminating years of work, in 2015 DHHL filed a petition with CWRM to reserve 33.145 million gallons a day (mgd) of surface water from these systems for future homesteading uses of our lands in and around Pu'u 'Ōpae.

In lieu of immediately entering into a contested case hearing over the proposed IIFSS and reservations, CWRM and the parties entered into a mediation to address the multiple complex issues related to water allocation in the Waimea watershed. Participants in this mediation included the Agribusiness Development Corporation (ADC), their tenants the Kekaha Agricultural Association (KAA), and the Kaua'i Island Utility Cooperative (KIUC). KIUC was a party because they sought to develop a pumped storage and flow through hydroelectric project utilizing lands controlled by DHHL, ADC, other Departments and divisions of the State, as well as water from the Koke'e Ditch System. That proposed project was called the West Kaua'i Energy Project (WKEP).

After a successful mediation process, on April 18, 2017, the parties (including DHHL) entered into the Waimea Watershed Agreement (WWA) (see Attachment A). Among other matters that agreement supported a revised reservation request by DHHL for 6.9 million gallons a day of water that was subsequently approved by CWRM. It also provided that KIUC would quickly implement immediate modifications to the stream diversions ("Phase I modifications"), to be followed with permanent modifications if the WKEP was implemented.

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<sup>1</sup> "'Instream flow standard' means a quantity or flow of water or depth of water which is required to be present at a specific location in a stream system at certain specified times of the year to protect fishery, wildlife, recreational, aesthetic, scenic, and other beneficial instream uses." HRS 174C-3 (portion).



### ***Discontinuation of the WKEP***

For a number of complex reasons, on December 13, 2023 KIUC announced they would be discontinuing active development of the flow-through portion of the WKEP. However, KIUC remains obligated to complete the Phase I Modifications of the stream intakes as outlined in 2017 WWA. These modifications are designed so the IIFS for Waiakōali, Kawaiakōi, Kaua'ikinānā, and Kōke'e will be met. (This immediate matter was briefed in an August 2024 submittal on Kaua'i Water Projects and Issues to the HHC.)

### ***Dispute and Negotiations over the Phase I Modifications***

To fulfill their obligations, KIUC submitted a Stream Channel Alteration Permit Application (SCAP) and Stream Diversion Works Permit Application (SDWP) to the CWRM for approval to proceed with Phase I Modifications. However, the KAA and the ADC raised objections during the CWRM meeting, expressing concerns about the proposed designs. These concerns included potential maintenance difficulties, adverse environmental impacts, and disruptions to water delivery from Kōke'e Ditch to the DHHL and its tenants. DHHL at the meeting also expressed its concern with the potential disruptions to water delivery. The CWRM approved the SCAP but deferred the SDWP to allow for further discussions among all relevant parties.

Following CWRM's deferral, KIUC, KAA, DHHL, CWRM, and Earthjustice (EJ), representing PWO, engaged in regular discussions to address the Phase I Modifications and related issues. KAA subsequently proposed alternative modifications and sought funding from KIUC in lieu of KIUC implementing the original Phase I design. The timeline of the letters exchanged between KIUC and KAA regarding funding estimates and proposed offers are summarized in Table 1, below.

**Table 1: Timeline of KIUC and KAA's Letters**

<b>Date</b>	<b>Event</b>
30 April 2024	KAA provided cost estimates and comparisons to KIUC regarding KAA's proposed Phase One Modifications and the initial 2018 Phase One Modifications
1 May 2024	KIUC sent an offer of \$500,000 to KAA for the original estimated cost of the 2018 Modifications
20 May 2024	KAA responded to KIUC's offer, disputing that the estimate of the 2018 Modifications would have increased and requesting that KIUC provide an up-to-date cost estimate
2 August 2024	KIUC sent KAA an updated offer of \$650,000
19 August 2024	KAA responded to KIUC's offer, relaying that basic components essential to completing the 2018 Phase One Modifications were omitted by KIUC and requested they be included
3 September 2024	KIUC sent a counteroffer of \$775,000
10 September 2024	After meeting with ADC, DHHL, EJ, and CWRM, KAA sent a response to KIUC to accept their offer with terms
17 September 2024	KIUC sent a response accepting KAA's terms and conditions

***Proposed Stipulation***

KIUC and KAA reached an agreement in principle in September 2024, with KIUC committing \$775,000 under specific conditions:

- **Condition A:** ADC, KAA, DHHL, and/or the PWO obtain any further necessary internal approvals from their respective clients, Boards of Directors, Commission, etc.
- **Condition B:** KIUC and KAA enter into a written agreement regarding the transfer of KIUC's obligations under the WWA to KAA, as appropriate.

- **Condition C:** KIUC and the WWA parties enter into a written stipulation as to the release of KIUC's obligations under the WWA and withdrawal of KIUC from the WWA.

The proposed stipulation agreement has three major provisions:

- KIUC is only obligated to address Phase I Modifications
- KIUC is transferring its obligations to KAA and ADC via a separate agreement
- The parties to the agreement consent to the above

### ***DHHL's Interests & Duties***

Two documents will implement this new agreement: (1) a Stipulation Agreement that all WMA parties will sign to release KIUC from its obligations and allow it to leave the WMA, (2) a Transfer Agreement that will transfer KIUC's obligations to KAA. DHHL is a required signatory of the Stipulation Agreement. As of the deadline of these submittals, all the parties have commented on the draft stipulation agreement. Staff believes the agreement will be substantially similar to the version attached to this submittal (see Attachment B). An alternate version provided by ADC that has not been reviewed by the parties is also attached to this submittal (see Attachment C).

Staff recommends that is in the interest of the Department and our beneficiaries that this agreement go forward. KAA will modify the diversions in such a way that will facilitate their continued delivery of water to our beneficiaries on the ditch system. Approval of the recommended action will allow DHHL to meet its duties under Conditions A and C, above. In addition, consideration and approval of this action will assure consistency with the HHC's Water Policy Plan, Policy No. 4, in which DHHL must "Affirmatively communicate our decisions, our reasoning, and our performance in managing, stewarding, and using water before and after making major water decisions."

### **RECOMMENDATION**

DHHL staff respectfully requests approval of the action as provided.

Attachment A - Waimea Watershed Agreement  
Attachment B - Current Draft of the Stipulation Agreement  
Attachment C - Alternate Draft of the Stipulation Agreement

MEDIATION AGREEMENT  
FOR THE WAIMEA WATERSHED AREA

This Mediation Agreement is entered into this 18<sup>th</sup> day of April, 2017, by and between the parties hereto to present reasonable interim instream flow standards to the Commission on Water Resource Management ("Commission") for its consideration in an effort to resolve disputes arising out of the diversion of water from the Waimea River and its tributaries, and to avoid protracted and time and resource consuming litigation.

WITNESSETH:

WHEREAS, on July 24, 2013, Pō'ai Wai Ola/West Kaua'i Watershed Alliance filed a Combined Petition to Amend the Interim Instream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste, which concerns the Waimea Watershed in Waimea, Island of Kaua'i, Hawai'i;

WHEREAS, on May 27, 2014, the Commission engaged Element Environmental, LLC to develop an inventory of the stream system, water uses, and water users of the Waimea River and its headwaters and tributaries, and to conduct an appropriate investigation of the water systems and the water resources in the area;

WHEREAS, during 2015, the Commission sought and received information on water uses from the agricultural interests and the Department of Hawaiian Home Lands ("DHHL");

WHEREAS, in October, 2015, the Commissioners, Commission staff, and interested parties familiarized themselves with the stream system and non-stream uses-by visiting the area over two days;

WHEREAS, on November 17, 2015, DHHL filed with the Commission a Petition for Reservation of Surface Water of 33.145 MGD;

WHEREAS, also during 2015, in light of the fact that similar petitions have historically taken decades to resolve, the Commission staff approached various parties having an interest in this area and its waters to consider participating in a mediation of the issues involved;

WHEREAS, in December, 2015, the Commission approved engaging a mediator to assist in reaching an agreement between the parties that would be acceptable to the Commission to resolve the issues in the Waimea watershed;

WHEREAS, at its February 16, 2016 duly-noticed meeting, the Commission approved the terms of reference for the mediation, and subsequently, the services of the Collaborative Leaders Network were engaged to conduct the mediation, led by its President, Robert Alm; and

WHEREAS, during November, 2016, a set of controlled releases of water was undertaken by the Commission staff and the parties to assist in the resolution of the issues in this matter.

NOW, THEREFORE, the parties have reached the following points of agreement for consideration and approval by the Commission to guide the Commission staff and these parties in their respective and cooperative handling of the area's water resources in the coming years, and to amend the current interim instream flow standards of the Waimea River, its headwaters and its tributaries:

1. The Waimea Watershed Agreement which is attached hereto as Exhibit A.
2. In light of this agreement, it is also agreed that:
  - A. Pō'ai Wai Ola/West Kaua'i Watershed Alliance's Combined Petition to Amend the Interim Stream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste (filed July 24, 2013) will be considered to be resolved.
  - B. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed.
3. The terms of this Agreement are submitted to the Commission for consideration and approval. By executing this Agreement, each party represents to the Commission its acknowledgement that, based upon the information obtained to date on stream flows, ditch flows, beneficial in-stream uses and non-stream uses, each party has weighed the importance of the present and potential uses of water, including the economic impact of restricting such uses.
4. The parties recognize and respect the intent of the Water Code, Chapter 174C, H.R.S., and the Commission, including to obtain maximum beneficial use of the waters of the State for purposes such as domestic uses, aquaculture uses, irrigation and other agricultural uses, power development, and commercial and industrial uses, as long as there is adequate provision for the protection of traditional and customary Hawaiian rights, the protection and procreation of fish and wildlife, the maintenance of proper ecological balance and scenic beauty, and the preservation and enhancement of waters of the State for municipal uses, public recreation, public water supply, agriculture, and navigation.
5. Mediation communications and confidential information protected by the Commission's mediation rules, H.A.R. § 13-167-90, and the Uniform Mediation Act, H.R.S. ch. 658H, shall remain confidential regardless of the Commission's decision on this Agreement.
6. This Agreement shall be effective; and interim instream flows shall be established, if at all, upon approval of its terms by the Commission.

Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.

PŌ'AI WAI OLA/  
WEST KAUAI WATERSHED ALLIANCE

STATE OF HAWAII, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By:  
Its

*[Handwritten Signature]*

By:  
Its

STATE OF HAWAII, DEPT. OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE  
ASSOCIATION

By:  
Its

By:  
Its

KAUAI ISLAND UTILITY  
COOPERATIVE


By:  
Its

*Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.*

PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its

By:  \_\_\_\_\_  
Its

STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its

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PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

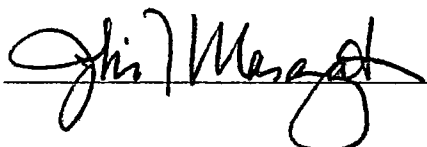
STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By:  \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its



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PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

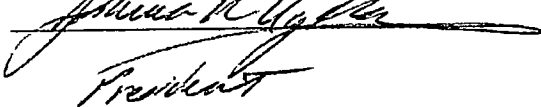
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STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its

By:   
Its  
President

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its

*Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.*

PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: David J. Burnett  
Its CEO

## WAIMEA WATERSHED AGREEMENT

- A. Statement of Guiding Principles
- B. Modification of Diversions
- C. Permits and Approval
- D. IIFS Numbers
- E. Monitoring Stations
- F. Operating Protocols
- G. Infrastructure Agreements

## A. STATEMENT OF GUIDING PRINCIPLES

The following guiding principles underlie this agreement and all phases of its execution:

1. All streams will be allowed to run from the mountain to the sea and no diversion will ever be a total diversion again.
2. Any diversion of water from a stream must be justified with no more water taken than is needed for other beneficial uses, and even then, the health of the stream must be preserved at all times. All waters not needed at any given time belong in the stream and the IIFS numbers are the minimum amounts to be provided.
3. Agriculture and renewable energy are beneficial uses of water diverted from these streams.
4. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed. The parties acknowledge DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code.
5. The ditch systems owned by the State of Hawaii's Agribusiness Development Corporation (ADC), and currently operated by the Kekaha Agriculture Association (KAA), will continue to be maintained to allow for both present and future uses.
6. Kaua'i Island Utility Cooperative (KIUC) will be allowed to complete due diligence on a set of energy projects supported by the Kokee Ditch System, and, if the energy projects are built, will receive from the Kokee ditch system a rolling average of 11 mgd to support both (1) the Puu Opaie project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, supra) that are to be served by the project infrastructure, with the understanding that the KIUC project is intended to serve both energy and agricultural uses which will enable the Commission to review the water needs of both systems with the goal of reducing the diversion of water into the Kekaha Ditch system. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming the IIFSs are met first. The term "rolling average" as used in this agreement means an average to account for intra and inter annual fluctuation.
7. If KIUC does build the energy projects, it will assume substantial responsibility for much of the Kokee ditch system and related facilities as specified in this agreement.

## B. MODIFICATIONS OF THE DIVERSIONS

Throughout this Agreement, all references to days are to calendar days.

All plans for the modification of any diversion shall be subject to review and approval by the Commission or its staff prior to any modification taking place. When plans are submitted to the Commission, a copy will be provided to each other party to this agreement.

KIUC will modify all diversions in the Kokee Ditch necessary to ensure the stream flow provided for in this agreement, as follows: KIUC will file with the Commission and any other pertinent regulatory agency its modification plans within one hundred thirty-five (135) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

If KIUC does not receive (1) the understandings from ADC set forth in Section C by April 30, 2017, and/or (2) the understandings from DHHL set forth in Section C within ninety (90) days of the Commission's approval of this agreement, KIUC shall have the option to withdraw from its responsibilities and obligations under this agreement. If KIUC opts to withdraw, it will notify the Commission and all the parties to this agreement. If KIUC does not exercise its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission, KIUC shall proceed with the modification plans in accordance with the paragraph immediately above.

ADC (either itself or through its licensee KAA) will modify all other diversions relating to the Kekaha Ditch system and specifically those associated with the Koaie and Waiahulu streams and the Waimea diversion necessary to ensure the stream flow provided for in this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans within forty-five (45) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

All modifications will be done in a manner that provides for water flowing over it, provides for a wetted path upstream and downstream such that adult forms can migrate upstream and larval forms can migrate downstream, and minimizes entrainment of native species to the maximum extent practicable.

If any modification requires an Environmental Assessment, an Environmental Impact Statement or other permitting or approvals, the filing of those must occur within ninety (90) days of notification by the Commission or other pertinent regulatory agency of the need for such actions.

If KIUC exercises its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission, ADC (either itself or through its licensee KAA) will be responsible for the modifications to the Kokee Ditch diversions necessary to comply with this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans for the Kokee Ditch

diversions within forty-five (45) days of KIUC's notice of withdrawal. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

### C. PERMITS AND APPROVALS

In order to develop its renewable energy project(s), KIUC will need to obtain a number of permits and approvals from various governmental agencies, and compliance with the requirements of HRS Chapter 343 will be necessary prior to agency action on those permits and approvals. Nothing in this agreement obliges any government agency to grant any of those permits or approvals. Each permitting and approving agency needs to exercise its discretion without regard to this agreement. None of the signatory governmental agencies to this agreement issue the permits and approvals that KIUC will need for this project other than those provided for in this agreement.

In order to allow KIUC to move forward with its project(s), KIUC needs to know that it will have the ability to perform its due diligence (engineering, biological, and archaeological) on the project; that infrastructure for the project(s) will be available in the event that KIUC ultimately receives the permits and approvals necessary for its project(s); and the financial terms for access to and use of that infrastructure in the event that KIUC ultimately receives the permits and approvals necessary for its project(s).

If KIUC does not have in place (1) the understandings from ADC set forth below by April 30, 2017, and/or (2) the understandings from DHHL set forth below within ninety (90) days of the Commission's approval of this agreement, KIUC reserves the right to withdraw from its responsibilities and obligations under this agreement. If KIUC chooses to do so, it will notify the Commission, and all the parties to this agreement, that it is doing so and will then be relieved of all obligations under this agreement, subject to KIUC's duty to proceed with the diversion modification plans in accordance with Section B if KIUC does not exercise its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission.

It is understood that, in order to facilitate this agreement, Pō'ai Wai Ola/West Kaua'i Watershed Alliance will forbear from contesting or challenging ADC's or DHHL's decisions with respect to the understandings described in this section.

#### THE UNDERSTANDINGS ARE AS FOLLOWS:

##### From ADC to KIUC:

1. A license, with an option for a lease, for the following infrastructure:
  - a. The diversions on the Kokee Ditch at Waiakoali, Kawaikoi, Kauaikinana and Kokee and all the ephemeral diversions on the Kokee ditch system.
  - b. The Kokee Ditch from the diversions to the Puu Moe Divide.

- c. The Mana Reservoir.
- d. The land needed for construction of the Mana powerhouse located adjacent to the Mana Reservoir.

The license or lease shall provide for the water for KIUC under this agreement and approved by the Commission subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171-58.

The financial terms of the license/leases shall be binding on KIUC and ADC if the required permits and approval are issued and the project is developed.

2. Easements as follows:

- a. The Kokee Ditch access roads for the purposes of ditch access and maintenance.
- b. The Mana Reservoir access road for the purpose of access to the Mana Reservoir, powerhouse and substation.
- c. A short-term easement for the construction of a pressurized pipeline segment on the Mana Plain with a long-term easement for maintenance of the pipeline.
- d. A short-term easement for the construction of the Puu Opae project powerhouse and substation adjacent to the Mana reservoir.
- e. A long-term easement for the Puu Opae project electrical transmission lines and pressurized pipeline.

From DHHL to KIUC:

1. A right of entry (“ROE”) to be issued to conduct all engineering, biological and archaeological studies necessary to support regulatory requirements for the project.
2. Within ninety days (90) of the approval of this agreement by the Commission, the DHHL will notify KIUC as to whether it will issue a 65-year lease for the land and infrastructure (Puu Opae Reservoir) to KIUC subject to HRS § 171-95.3, the Hawaiian Homes Commission Act, as amended, and Hawaiian Homes Commission policies, if KIUC complies with HRS Chapter 343 and receives the necessary approvals and permits for the construction of the Puu Opae project. Once approved, and subject to the above, the financial terms and conditions will be binding on KIUC and DHHL.
3. If the lease to KIUC described above is issued by the DHHL, it will

- a. include the provision of a rolling average of 11 mgd of water subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171-58 and subject to meeting the water needs of DHHL as set forth in any water reservation the Commission may grant.
- b. grant a short-term easement for the pressurized pipeline and a buried transmission line construction and the rehabilitation of the Puu Opae Reservoir.
- c. grant a long-term easement for the maintenance of the pipeline, the buried transmission line and the access roads.
- d. will include the Puu Opae Reservoir and land adjacent to the reservoir (less than three acres) for the project powerhouse.

#### D. IIFS NUMBERS

Based on the submissions by the parties and the analysis by the Commission staff, the following IIFS numbers are agreed to in two phases.

Phase One will go into effect upon the approval of this agreement by the Commission. As part of Phase One, the parties agree to immediately take steps to restore flows to the maximum extent possible (e.g., by removing a board or lifting a gate) while working on the structural modifications pursuant to the deadlines set forth in Section B.

Phase Two goes into effect if and when the KIUC energy project goes into service.

#### PHASE ONE:

##### Kokee Irrigation System

1. The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch.
2. For the Kauaikinana, Kawaikoi, and Waiakoali streams, the IIFS below each diversion is the following:

<u>Stream</u>	<u>IIFS</u>
Kokee	natural flow
Kauaikinana	0.7 mgd
Kawaikoi	4.9 mgd
Waiakoali	1.4 mgd

##### Kekaha Irrigation System

1. The IIFS for the Koaie Stream below the Koaie Diversion will be 2 mgd.



2. The IIFS for the Waimea Stream below the Waiahulu Diversion will be 8 mgd.
3. The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume.

PHASE TWO:

Kokee Irrigation System

1. The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch except for flows greater than 1.2 mgd, in which the IIFS is 1.2 mgd.
2. For the Kauaikinana, Kawaikoi, and Waiakoali streams, for flows less than or equal to the established values listed in the table below, the IIFS below each diversion is two-thirds (66.6%) of the flow in the stream; for flows greater than the established values listed below, the IIFS below each diversion is the value given.

Stream	Established value	IIFS	IIFS if stream flow is below or equal to established value	IIFS if streamflow is above the established value
Kokee	0.2	Natural flow up to 1.2	n/a	n/a
Kauaikinana	1.2		2/3 of stream flow	0.6
Kawaikoi	6.4		2/3 of stream flow	4.0
Waiakoali	1.3		2/3 of stream flow	0.8

All water flows above these numbers may be used by KIUC in support of its project.

Kekaha Irrigation System

1. The IIFS for Koaie Stream below the Koaie Diversion will be 2 mgd.
2. The IIFS for Waimea Stream below the Waiahulu Diversion will be 8 mgd.
3. The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume subject to Commission review of its ongoing need based on the water coming to the plain through the KIUC project as provided in paragraph 10 of the Operating Protocols section, infra.

If Phase Two goes into operation, the Commission will examine the amounts being diverted at Koaie and at Waiahulu with goal of increasing the total IIFS numbers for these two streams.

## E. MONITORING STATIONS

Monitoring stations will be put in place to measure the amount of water coming into the ditches and the amount of water going into the streams below the diversions on a continuous real-time basis.

KIUC, assuming that it receives the understandings called for in the Permits and Approvals section of this agreement, will install and maintain monitoring equipment at the existing flow gauging location immediately above the Puu Lua Reservoir and for the following streams:

Waiakoali

Kawaikoi

Kauaikinana

Kokee

ADC (either itself or through its licensee KAA), if the Commission approves this agreement, will install and maintain monitoring equipment for the following streams:

Waiahulu

Koaie

Waimea at the Mauka hydroelectric plant

The information gathered by these stations shall be made available to all parties at the same time.

The Commission and the U.S. Geological Survey may install and maintain its own monitoring equipment along the streams and/or ditches in the watershed.

If the KIUC project does not receive the understandings called for in the Permits and Approvals section, the monitoring equipment will be installed and maintained by ADC (either itself or through its licensee KAA). If the KIUC project ultimately does not proceed, ADC (either itself or through its licensee KAA) will assume responsibility for the monitoring equipment.

## F. OPERATING PROTOCOLS

The goal of the Waimea water systems is to preserve the life of the streams and their aquatic resources while allowing for agricultural and renewable energy uses to co-exist with the streams.

In the operation of these systems the intent is to have instantaneous daily decisions made on where the water in any given stream would go between the streams and the ditches:

1. Flow in the stream has the highest priority and water should flow at the highest possible level with diversions only as needed for other uses with the IIFS numbers being the minimum amounts to be provided.
2. Stated otherwise, when water is not presently needed for other uses such as expanded agricultural uses or future energy projects, the water must remain in the streams.
3. Current agricultural uses by ADC (and its licensees) will continue to be provided with the water needed for their operations. Each month, ADC (either itself or through its licensee KAA) will report monthly water usage volumes for agricultural and non-agricultural uses, monthly total cultivated acres, and a list of crop types. Each year, ADC (by itself or through its licensee KAA) will report annual cultivated acres by crop type.
4. Water for the kalo farmers on the Menehune Ditch will continue to be provided by one or both ditch systems.
5. Water for agricultural uses by ADC (and its licensees) and water for uses by the DHHL (and its lessees and licensees) in accordance with DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code will be provided so long as the amounts involved are reasonable in their consumption levels and in relation to the water provided to the streams. In that regard, the need to plant less water intensive crops and the importance of using efficient water delivery methods will be taken into account as well as the availability of R-1 water and well water.
6. If one or more hydro projects are developed by KIUC on the Kokee Ditch System, KIUC will receive from the Kokee ditch a rolling average of 11 mgd to support both (1) the Puu Opae project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, supra) that are to be served by the project infrastructure. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming the IIFSs are met first. In its project, KIUC will leave enough water in the ditch past the Puu Moe Divide to meet the needs of users of ditch water below that point.

7. Controlled releases and biological studies will be part of any protocol to help determine the best ongoing uses of water.
8. To the extent not otherwise provided by the above uses, the Commission may consider a request to allow a minimum flow of water to maintain the ditch systems to the extent necessary to ensure their ongoing structural integrity.
9. The Waiawa power plant will be allowed to operate in its current manner for no more than three years from the approval of this agreement after which it must be either decommissioned or repowered to operate using such waters as are reasonably related to agricultural (as opposed to energy) uses. Specifically, after three years, no more than 10 mgd can be diverted in the Kekaha Ditch at Hukipo Flume unless reasonable agricultural uses require more water and the Commission finds that such additional waters can be provided consistent with the IIFS numbers it has set.

If Phase Two goes into operation, the Commission will reexamine the amounts diverted to reduce them to take into account the energy and agricultural uses served by the KIUC project.

The execution of these protocols will be the responsibility of ADC (either itself or through its licensee KAA), and of KIUC. KIUC, if it receives the understandings provided for in the Permits and Approvals section above, may contract with other entities to carry out its responsibilities under this agreement.

If there is any dispute in the operation of the protocols, it shall be brought to the Commission for resolution.

## G. INFRASTRUCTURE AGREEMENTS

### PHASE ONE: CURRENT OPERATIONS

Unless and until the energy projects proposed by KIUC receive all required approvals and Phase Two is implemented, the current system will be maintained by the ADC, and its licensee KAA, and the State agencies involved in the case of the impacted dams and reservoirs, subject to the provisions of this agreement, including those pertaining to the modification of diversions and the installation of monitoring equipment.

### PHASE TWO: THE ENERGY PROJECTS

If KIUC receives the understandings required in the Permits and Approvals section; finds that the project is feasible to undertake and finance; and gets the approval of the Public Utilities Commission for the energy projects, KIUC may build and/or rehabilitate one or more energy projects in the Waimea Watershed area.

If KIUC proceeds, it will assume significant responsibility for the infrastructure on the systems involved. This section sets forth the infrastructure for which KIUC (and any firms it employs) will be responsible:

1. The Ditches

KIUC will operate, upgrade, alter or repair as appropriate, and maintain:

- a. The Kokee Ditch including the ditch, flumes and tunnels, beginning at the Waiakoali Intake to the Puu Moe Divide, including the Kauhao sluice gate and the weir gate at the Divide; and any pressurized piping KIUC installs involving the ditch and the reservoirs named below including between the Divide and the Puu Opae Reservoir. (KIUC will not be responsible for the ditch from the Divide to the Kitano Reservoir.)

2. Diversions

KIUC will operate, repair and maintain the following diversions:

- a. Waiakoali
- b. Kawaikoi
- c. Kauaikinana
- d. Kokee
- e. All active ephemeral stream diversions. Kumuela 1-5, Nawaiamaka and Halemanu on the Kokee Ditch.

ADC (either itself or through its licensee KAA) will operate, repair and maintain the following diversions:

- f. Waiahulu
- g. Koaie
- h. Waimea

3. Roadways

KIUC will repair and maintain the roadways which pertain to the operations of the Kokee Ditch.

- a. The jeep roadway extending from the Kokee Highway to the Puu Lua Reservoir;

- b. The jeep road extending from the Kokee Highway to the Puu Opae Reservoir;
- c. The jeep road extending from the DHHL/DLNR gate on the Mana Plain to the Puu Opae Reservoir;
- d. Ditch maintenance roads along the Kokee Ditch;
- e. All other jeep roads and ditch trails necessary to access, maintain and operate the ditch systems that are under KIUC's control.

The assumption of responsibility for the roadways by KIUC does not change existing access rights or in any way alter their status as public or private roads.

In carrying out the operation, upgrade, repair and maintenance to the ditches, diversions and roadways as described above in this section, KIUC and ADC (and any other firm employed by the same) shall not interfere with the quiet enjoyment of the DHHL lessees and licensees.

4. Control Equipment

KIUC will operate the Puu Opae Energy Project(s), the streamflow gauging equipment on the Kokee Ditch and pertinent streams, the Puu Lua Reservoir, the Puu Opae Reservoir and the Mana Reservoir.

5. Hydroelectric Plants

KIUC will operate, repair and maintain the hydro plants developed as part of the Puu Opae energy project:

6. Dams and Reservoirs

KIUC will rehabilitate the following reservoirs pursuant to the State of Hawaii dam safety standards and undertake the operation and maintenance of each through the life of the Puu Opae project.

- a. Puu Lua Reservoir
- b. Puu Opae Reservoir
- c. Mana Reservoir

7. Pressurized Piping

KIUC will construct and maintain the following segments of pressurized pipeline:

- a. Between the Puu Moe Divide and the Puu Opae Reservoir;
- b. Between the Puu Opae and Mana Reservoirs.

8. Pumping Stations

ADC will continue to operate and maintain the Kawaiele and Nohili Pumping Stations.

9. Monitoring Stations

KIUC will operate and maintain the equipment discussed in the Monitoring Stations section above.

10. Agreements to Operate

The cost of all of KIUC's undertakings pursuant to this agreement will be negotiated directly between KIUC and the agencies involved.

11. Infrastructure Covered

Any infrastructure not covered by this agreement will be presumed to be handled by whoever is handling it today. This agreement covers only the specific infrastructure discussed in it.

**STIPULATION REGARDING KAUAI ISLAND UTILITY COOPERATIVE RELEASE  
OF OBLIGATIONS UNDER THE MEDIATION AGREEMENT FOR THE  
WAIMEA WATERSHED**

This Stipulation Regarding Kauai Island Utility Cooperative Release of Obligations Under the Mediation Agreement for the Waimea Watershed (“Stipulation”) is submitted on this \_\_\_ day of \_\_\_\_\_ 2024 to the State of Hawaii Commission on Water Resource Management (“CWRM”) by the State of Hawaii Department of Hawaiian Home Lands (“DHHL”), the State of Hawaii Agribusiness Development Corporation (“ADC”), the Kekaha Agriculture Association (“KAA”), the Kauai Island Utility Cooperative (“KIUC”), and the Po‘ai Wai Ola/West Kauai Watershed Alliance (“PWO”) (collectively, “Stipulation Parties”).

**RECITALS**

**PWO Petition and Mediation Agreement**

On July 24, 2013, PWO filed a Petition to Amend the Interim Instream Flow Standards for the Waimea River and Its Headwaters and Tributaries (“PWO Petition”) with the State of Hawaii Commission on Water Resource Management (“CWRM”). The PWO Petition was subsequently subject to formal mediation involving the Stipulation Parties. On April 18, 2017, the Stipulation Parties entered into the Mediation Agreement for the Waimea Watershed Area (“Mediation Agreement”), which was subsequently approved by the Order Approving the Mediation Agreement for the Waimea Watershed Area issued by CWRM on May 16, 2017. The Mediation Agreement is attached as Attachment \_\_\_ and incorporated into this Stipulation by reference. The Mediation Agreement consists of Sections A through G which are discussed below as they pertain to this Stipulation.

**Mediation Agreement Sections**

The Mediation Agreement organized rights and obligations into two phases: Phase One went “into effect upon the approval” of the Mediation Agreement and Phase Two would go “into effect if and when the KIUC energy project goes into service.”

Under section B, “Modification of the Diversions,” KIUC “will modify all diversions in the Kokee Ditch necessary to ensure the stream flow provided for” in the Mediation Agreement (“Section B Obligation”).

Under Section E, “Monitoring Stations,” KIUC “assuming it receives the understandings called for in the Permits and Approvals section” of the Mediation Agreement (i.e., Section C of the Mediation Agreement) “will install and maintain monitoring equipment” on or near the Puu Lua Reservoir and the Waiakoali, Kawaikoi, Kauaikinana, and Koke‘e streams (“Section E Obligation”).

Under Section G, “Infrastructure Agreements,” there are the following obligations which are referred to collectively as the “Section G Obligation”: (1) under subsection “Phase One: Current Operations,” it is stated that “[u]nless and until the energy projects proposed by KIUC receive all required approvals and Phase Two is implemented, the current system will be maintained by the ADC, and its licensee KAA . . . subject to the provisions of this agreement,



including those pertaining to modification of diversions and the installation of monitoring agreement”; and (2) under subsection “Phase Two: The Energy Projects,” it is stated that if KIUC obtains certain approvals it may proceed with the KIUC Energy Projects, and if it does so KIUC “will assume significant responsibility for the infrastructure on the systems involved [i.e., the Koke‘e Ditch System and the Kekaha Ditch System],” including infrastructure described in Section G as “The Ditches,” “Diversions,” “Roadways,” “Control Equipment,” “Hydroelectric Plants,” “Dams and Reservoirs,” “Pressurized Piping,” “Pumping Stations,” “Monitoring Stations,” and “Agreements to Operate.”

On December 14, 2023, KIUC issued a public announcement stating that it “will discontinue active development of the flow-through hydroelectric portions of its West Kauai Energy Project” (“WKEP”).

## **AGREEMENT**

Based on the foregoing, the Stipulation Parties agree as follows:

1. KIUC has no duties, obligations or responsibilities as to the Section B Obligation (diversion modifications) and the Section E Obligation (monitoring) in part because, concurrent with this Stipulation, KIUC, ADC and KAA have entered into a written agreement (“Transfer Agreement”) pursuant to which KIUC will transfer to KAA, and KAA will assume all duties, obligations or responsibilities for, the Section B Obligation and the Section E Obligation, as further described in the “Kekaha Agriculture Association Proposed Modifications to Kokee Ditch Diversions, Waimea Watershed Agreement, October 4, 2024 (“Scope of Work”). The Scope of Work is attached as Attachment \_\_\_ and fully incorporated into this Stipulation. A copy of the Transfer Agreement is attached as Attachment \_\_\_.

2. KIUC has no duties, obligations or responsibilities responsibility for the Section G Obligation because KIUC has ceased active development of the WKEP and it is not completed at this time, the obligation arises only in Phase Two, and Phase Two has not come into effect at this time.

3. KIUC has no other no duties, obligations or responsibilities for which it is solely and directly responsible under any other sections of the Mediation Agreement (i.e., Sections A, C, D, and F) because (i) those sections do not state any obligation for which KIUC is solely and directly responsible, and/or (ii) KIUC has ceased active development of the WKEP and it is not completed at this time, and therefore Phase Two has not come into effect at this time.

4. At this time, and based on the foregoing, KIUC has no duties, obligations or responsibilities under the Mediation Agreement, and thus the Stipulation Parties hereby stipulate and agree, subject to approval by CWRM, (i) that KIUC is released from its duties, obligations and responsibilities under the Mediation Agreement, consistent with this Stipulation, and (ii) that KIUC may withdraw, and hereby does withdraw, from the Mediation Agreement. The Stipulation Parties release KIUC and its respective agents, successors, assigns, subsidiaries, affiliates, representatives, employees, contractors, board members, officers, directors, attorneys, and members from any and all claims, actions, causes of action, suits, damages, attorneys’ fees,

expenses, fees, or costs relating to or arising from the Mediation Agreement, whether known or unknown and whether based in contract, tort, or equity.

5. The Stipulation Parties represent and warrant that the person executing this Stipulation on behalf of each respective party is duly authorized to do so.

PŌ‘AI WAI OLA/  
WEST KAUA‘I WATERSHED ALLIANCE

STATE OF HAWAII, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its  
Date

By: \_\_\_\_\_  
Its  
Date

STATE OF HAWAII, DEPT. OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its  
Date

By: \_\_\_\_\_  
Its  
Date

KAUA‘I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its  
Date

STIPULATION AND AGREEMENT BETWEEN THE PARTIES  
TO THE APRIL 18, 2017 WAIMEA WATERSHED AGREEMENT

Pō'ai Wai Ola/West Kaua'i Watershed Alliance (Pō'ai Wai Ola), the State of Hawai'i, Agribusiness Development Corporation (ADC), the State of Hawai'i, Department of Hawaiian Home Lands (DHHL), the Kekaha Agriculture Association (KAA) as a licensee of ADC pursuant to the "Restated and Amended Memorandum of Agreement Between the State of Hawaii Agribusiness Development Corporation and Kekaha Agriculture Association" entered into on August 29, 2008, amending the Agreement dated April 1, 2007 (MOA), and the Kaua'i Island Utility Cooperative (KIUC) as the "Parties" to the April 18, 2017 Waimea Watershed Agreement (WWA), approved by the Order Approving the Mediation Agreement for the Waimea Watershed Area by the State of Hawai'i, Department of Land and Natural Resources, Commission on Water Resource Management (CWRM) on May 16, 2017,

DO HEREBY STIPULATE AND AGREE as follows:

1. On December 13, 2023, KIUC gave notice to the Parties that the energy project known as the West Kauai Energy Project (WKEP), which formed the basis of KIUC's participation in the WWA, would not be constructed as originally designed. *See* Exhibit A, attached hereto and incorporated herein by reference.
2. As part of its participation in the WWA, KIUC was responsible for performing certain infrastructure modifications, and the installation and maintenance of stream monitoring equipment identified as KIUC's "Phase One" obligations in the WWA. *See* Exhibit B, attached hereto and incorporated herein by reference.
3. The Parties understand, acknowledge, and agree that Phase Two of the WWA will never be implemented.
4. KIUC has requested that Pō'ai Wai Ola, ADC, DHHL and KAA as ADC's licensee under the MOA consent to its withdrawal from the WWA.
5. KIUC has confirmed its commitment to ensure that its obligations as documented in Phase One of the WWA are performed.
6. KIUC has offered monetary compensation to ADC, or its licensee KAA, to allow its release from KIUC's Phase One obligations, by providing the means to ensure completion of the infrastructure modifications and installation of the monitoring stations required by the WWA.
7. Upon consideration of KIUC's offer of monetary compensation, KAA, as ADC's licensee, developed and submitted plans to the Parties that will achieve the WWA's Phase One requirements, without construction of elements of the previously approved plan that has been rendered unnecessary due to the elimination of Phase Two. KAA's Plan is attached hereto as Exhibit C and incorporated herein by reference.

8. ADC, KAA, DHHL, and Pō'ai Wai Ola have met and agreed that KAA's Plan, as attached hereto as Exhibit C, will achieve the results desired to be met through implementation of Phase One of the April 18, 2017 WWA.
9. ADC, KAA, DHHL, and Pō'ai Wai Ola desire to replace KIUC's previously approved CWRM Plan with KAA's Phase One plan, and do hereby collectively approve the implementation of KAA's Plan as attached hereto as Exhibit C.
10. ADC accepts responsibility for KIUC's Phase One obligations under the WWA to construct, modify, and maintain the irrigation system, diversions, and monitoring infrastructure as of the date this Stipulation and Agreement is approved by CWRM.
11. KIUC remains liable for its duties, obligations, and responsibilities under the April 18, 2017 WWA until the date this Stipulation and Agreement is approved by CWRM.
12. ADC, either itself or through its licensee KAA, will implement the requirements previously assigned to KIUC in Phase One of the WWA, as documented in Exhibit D, attached hereto and incorporated herein by reference, which eliminates KIUC's obligations and responsibilities under the April 18, 2017 WWA. Materials to be deleted have been stricken through; materials to be added have been underlined.
13. Based upon ADC's assumption of KIUC's duties, obligations and responsibilities under Phase One of the April 18, 2017 WWA, as documented in Exhibit D, and as amended by KAA's Plans as documented in Exhibit C, the Parties hereto stipulate and agree that KIUC may withdraw from participation in the WWA effective upon approval of this Stipulation and Agreement by CRWM.
14. This Stipulation and Agreement was approved by the ADC Board of Director's at its meeting on \_\_\_\_\_ and will become effective upon approval of the State of Hawai'i, Commission on Water Resource Management.
15. This Stipulation and Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument. The Parties agree that this Stipulation and Agreement may be executed by original signature or electronic signature, and the signature pages transmitted by facsimile, scan and email, or other electronic transmission. The delivery of such electronic signature pages shall constitute effective execution and delivery. The effectiveness of this Stipulation and Agreement shall not be affected by the non-electronic delivery of any manually signed signature page.
16. The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party is duly authorized to do so.

*[Remainder of this page intentionally left blank; signature page follows.]*

STIPULATED AND AGREED TO BY:

Pō'ai Wai Ola/West Kaua'i Watershed Alliance

State of Hawai'i, Agribusiness Development Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Executive Director  
Dated: \_\_\_\_\_

State of Hawai'i, Department of Hawaiian Home Lands

Kekaha Agriculture Association

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: President  
Dated: \_\_\_\_\_

Kauai Island Utility Cooperative, as evidenced by its signature below, shall withdraw from the WWA upon CWRM's approval and as of the effective date set forth below.

KIUC By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

Withdrawal of KIUC from the WWA and substitution of KAA's Plan for Phase One Approved by the Commission on Water Resource Management:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

Effective Date: \_\_\_\_\_



FOR IMMEDIATE RELEASE

12/13/2023

Contact: Beth Amaro

808.246.4348

bamaro@kiuc.coop

## **Project Delays Jeopardize West Kaua'i Energy Project Scaled-Back Version of WKEP Under Evaluation**

*Līhu'e, Kaua'i, HI – 12/13/2023* – Kaua'i Island Utility Cooperative (KIUC) and its partner AES will discontinue active development of the flow-through hydroelectric portions of its West Kaua'i Energy Project (WKEP) due to litigation-caused delays, project uncertainty, and cost increases. KIUC will consider the feasibility of a scaled-back design including only the solar pumped storage hydro portion of the proposed renewable project, but that portion of the more than \$250 million project is also at risk of cancellation. The fallback project would reduce power production by roughly 25% and eliminate water delivery for agriculture on lands owned by the Department of Hawaiian Home Lands (DHHL) and the Agribusiness Development Corporation (ADC). It would also significantly slow KIUC's movement toward its goal of 100% renewable energy production by 2033.

Delays caused by lawsuits filed by Earthjustice have resulted in critical project deadlines being missed due to continued project uncertainty. The latest lawsuit, filed in February, challenges environmental approvals obtained for the project. Previously, Earthjustice filed a lawsuit challenging the Hawai'i Public Utility Commission's approval of the purchase power agreement related to the project.

WKEP has been studied and pursued by KIUC since 2012. It is being developed by AES, which will build and operate the project if the solar pumped storage hydro portion proceeds. Electricity produced by WKEP would be purchased by KIUC under a power purchase agreement (PPA). As originally proposed, WKEP would have used both flow-through and pumped storage hydro technology to bring KIUC to more than 80% renewable generation.

The flow-through portion of the project was dependent on diverting water from four streams in Kōke'e via a rehabilitated Kōke'e ditch irrigation system. KIUC committed to complete Phase 1 modifications to the diversions in accordance with the landmark 2017 Waimea Mediation Agreement (WMA). Those modifications at the Waiakōali, Kawaikōi, Kaua'ikinana and Kōke'e intakes will be performed whether or not the WKEP project proceeds. However, Phase 2 diversion modifications will not be implemented.

## **EXHIBIT A**

Without the flow-through hydroelectric portion, development efforts will no longer include:

1. Rehabilitation of Pu'u Lua Reservoir, which was to provide additional storage for the project.
2. Rehabilitation of the Kōke'e Ditch System.
3. Delivery of water for irrigation and other purposes to users along the Kōke'e Ditch, including the Department of Hawaiian Homelands (Mauka Village, Mauka Pastoral tenants and Pu'u 'Ōpae tenants), ADC (Mauka and Mānā Plain tenants), and DLNR.

Whether or not the remaining solar pumped storage hydro portion of WKEP moves forward will depend on continued interest in participating in the project from DHHL and ADC, and financial feasibility based on cost increases as a result of changes in market conditions and the delayed implementation. In the reduced configuration, energy generation would be accomplished by utilizing solar to pump water uphill from Mānā Reservoir (located on ADC land) to Pu'u 'Ōpae Reservoir (located on DHHL land) during the day, allowing for controlled discharge downhill at night and during non-solar periods. A 20-megawatt powerhouse to be constructed at Mānā Reservoir would be the project's primary generation source.

"While it's unfortunate that the full potential of the environmental, social and economic benefits of WKEP will not be realized, we retain hope WKEP will still be an important piece of KIUC's renewable portfolio," said KIUC's President and Chief Executive Officer, David Bissell.

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1

MEDIATION AGREEMENT  
FOR THE WAIMEA WATERSHED AREA

This Mediation Agreement is entered into this 18<sup>th</sup> day of April, 2017, by and between the parties hereto to present reasonable interim instream flow standards to the Commission on Water Resource Management ("Commission") for its consideration in an effort to resolve disputes arising out of the diversion of water from the Waimea River and its tributaries, and to avoid protracted and time and resource consuming litigation.

WITNESSETH:

WHEREAS, on July 24, 2013, Pō'ai Wai Ola/West Kaua'i Watershed Alliance filed a Combined Petition to Amend the Interim Instream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste, which concerns the Waimea Watershed in Waimea, Island of Kaua'i, Hawai'i;

WHEREAS, on May 27, 2014, the Commission engaged Element Environmental, LLC to develop an inventory of the stream system, water uses, and water users of the Waimea River and its headwaters and tributaries, and to conduct an appropriate investigation of the water systems and the water resources in the area;

WHEREAS, during 2015, the Commission sought and received information on water uses from the agricultural interests and the Department of Hawaiian Home Lands ("DHHL");

WHEREAS, in October, 2015, the Commissioners, Commission staff, and interested parties familiarized themselves with the stream system and non-stream uses by visiting the area over two days;

WHEREAS, on November 17, 2015, DHHL filed with the Commission a Petition for Reservation of Surface Water of 33.145 MGD;

WHEREAS, also during 2015, in light of the fact that similar petitions have historically taken decades to resolve, the Commission staff approached various parties having an interest in this area and its waters to consider participating in a mediation of the issues involved;

WHEREAS, in December, 2015, the Commission approved engaging a mediator to assist in reaching an agreement between the parties that would be acceptable to the Commission to resolve the issues in the Waimea watershed;

WHEREAS, at its February 16, 2016 duly-noticed meeting, the Commission approved the terms of reference for the mediation, and subsequently, the services of the Collaborative Leaders Network were engaged to conduct the mediation, led by its President, Robert Alm; and

WHEREAS, during November, 2016, a set of controlled releases of water was undertaken by the Commission staff and the parties to assist in the resolution of the issues in this matter.

**EXHIBIT B**



NOW, THEREFORE, the parties have reached the following points of agreement for consideration and approval by the Commission to guide the Commission staff and these parties in their respective and cooperative handling of the area's water resources in the coming years, and to amend the current interim instream flow standards of the Waimea River, its headwaters and its tributaries:

1. The Waimea Watershed Agreement which is attached hereto as Exhibit A.
2. In light of this agreement, it is also agreed that:
  - A. Pō'ai Wai Ola/West Kaua'i Watershed Alliance's Combined Petition to Amend the Interim Stream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste (filed July 24, 2013) will be considered to be resolved.
  - B. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed.
3. The terms of this Agreement are submitted to the Commission for consideration and approval. By executing this Agreement, each party represents to the Commission its acknowledgement that, based upon the information obtained to date on stream flows, ditch flows, beneficial in-stream uses and non-stream uses, each party has weighed the importance of the present and potential uses of water, including the economic impact of restricting such uses.
4. The parties recognize and respect the intent of the Water Code, Chapter 174C, H.R.S., and the Commission, including to obtain maximum beneficial use of the waters of the State for purposes such as domestic uses, aquaculture uses, irrigation and other agricultural uses, power development, and commercial and industrial uses, as long as there is adequate provision for the protection of traditional and customary Hawaiian rights, the protection and procreation of fish and wildlife, the maintenance of proper ecological balance and scenic beauty, and the preservation and enhancement of waters of the State for municipal uses, public recreation, public water supply, agriculture, and navigation.
5. Mediation communications and confidential information protected by the Commission's mediation rules, H.A.R. § 13-167-90, and the Uniform Mediation Act, H.R.S. ch. 658H, shall remain confidential regardless of the Commission's decision on this Agreement.
6. This Agreement shall be effective, and interim instream flows shall be established, if at all, upon approval of its terms by the Commission.

Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgment, contribution, and agreement to each of the terms set forth above.

PO'AI WAI OLA/  
WEST KAUA'I WATERSHED ALLIANCE

STATE OF HAWAII, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: *[Handwritten Signature]*  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF HAWAII, DEPT. OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE  
ASSOCIATION

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its \_\_\_\_\_

*Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.*

PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its

By:  \_\_\_\_\_  
Its

STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its

*Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.*

PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

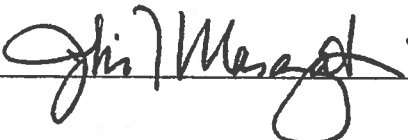
STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By:  \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its

*Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.*

PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION


By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its

By:   
Its  
*President*

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: \_\_\_\_\_  
Its

*Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.*

PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

STATE OF HAWAI'I, DEPT OF  
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

KAUA'I ISLAND UTILITY  
COOPERATIVE

By: David J. Binell  
Its CEO

## **WAIMEA WATERSHED AGREEMENT**

- A. Statement of Guiding Principles**
- B. Modification of Diversions**
- C. Permits and Approval**
- D. IIFS Numbers**
- E. Monitoring Stations**
- F. Operating Protocols**
- G. Infrastructure Agreements**

## A. STATEMENT OF GUIDING PRINCIPLES

The following guiding principles underlie this agreement and all phases of its execution:

1. All streams will be allowed to run from the mountain to the sea and no diversion will ever be a total diversion again.
2. Any diversion of water from a stream must be justified with no more water taken than is needed for other beneficial uses, and even then, the health of the stream must be preserved at all times. All waters not needed at any given time belong in the stream and the IIFS numbers are the minimum amounts to be provided.
3. Agriculture and renewable energy are beneficial uses of water diverted from these streams.
4. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed. The parties acknowledge DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code.
5. The ditch systems owned by the State of Hawaii's Agribusiness Development Corporation (ADC), and currently operated by the Kekaha Agriculture Association (KAA), will continue to be maintained to allow for both present and future uses.
6. Kaua'i Island Utility Cooperative (KIUC) will be allowed to complete due diligence on a set of energy projects supported by the Kokee Ditch System, and, if the energy projects are built, will receive from the Kokee ditch system a rolling average of 11 mgd to support both (1) the Puu Opae project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, supra) that are to be served by the project infrastructure, with the understanding that the KIUC project is intended to serve both energy and agricultural uses which will enable the Commission to review the water needs of both systems with the goal of reducing the diversion of water into the Kekaha Ditch system. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming the IIFSs are met first. The term "rolling average" as used in this agreement means an average to account for intra and inter annual fluctuation.
7. If KIUC does build the energy projects, it will assume substantial responsibility for much of the Kokee ditch system and related facilities as specified in this agreement.



## B. MODIFICATIONS OF THE DIVERSIONS

Throughout this Agreement, all references to days are to calendar days.

All plans for the modification of any diversion shall be subject to review and approval by the Commission or its staff prior to any modification taking place. When plans are submitted to the Commission, a copy will be provided to each other party to this agreement.

KIUC will modify all diversions in the Kokee Ditch necessary to ensure the stream flow provided for in this agreement, as follows: KIUC will file with the Commission and any other pertinent regulatory agency its modification plans within one hundred thirty-five (135) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

If KIUC does not receive (1) the understandings from ADC set forth in Section C by April 30, 2017, and/or (2) the understandings from DHHL set forth in Section C within ninety (90) days of the Commission's approval of this agreement, KIUC shall have the option to withdraw from its responsibilities and obligations under this agreement. If KIUC opts to withdraw, it will notify the Commission and all the parties to this agreement. If KIUC does not exercise its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission, KIUC shall proceed with the modification plans in accordance with the paragraph immediately above.

ADC (either itself or through its licensee KAA) will modify all other diversions relating to the Kekaha Ditch system and specifically those associated with the Koaie and Waiahulu streams and the Waimea diversion necessary to ensure the stream flow provided for in this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans within forty-five (45) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

All modifications will be done in a manner that provides for water flowing over it, provides for a wetted path upstream and downstream such that adult forms can migrate upstream and larval forms can migrate downstream, and minimizes entrainment of native species to the maximum extent practicable.

If any modification requires an Environmental Assessment, an Environmental Impact Statement or other permitting or approvals, the filing of those must occur within ninety (90) days of notification by the Commission or other pertinent regulatory agency of the need for such actions.

If KIUC exercises its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission, ADC (either itself or through its licensee KAA) will be responsible for the modifications to the Kokee Ditch diversions necessary to comply with this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans for the Kokee Ditch

diversions within forty-five (45) days of KIUC's notice of withdrawal. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

### C. PERMITS AND APPROVALS

In order to develop its renewable energy project(s), KIUC will need to obtain a number of permits and approvals from various governmental agencies, and compliance with the requirements of HRS Chapter 343 will be necessary prior to agency action on those permits and approvals. Nothing in this agreement obliges any government agency to grant any of those permits or approvals. Each permitting and approving agency needs to exercise its discretion without regard to this agreement. None of the signatory governmental agencies to this agreement issue the permits and approvals that KIUC will need for this project other than those provided for in this agreement.

In order to allow KIUC to move forward with its project(s), KIUC needs to know that it will have the ability to perform its due diligence (engineering, biological, and archaeological) on the project; that infrastructure for the project(s) will be available in the event that KIUC ultimately receives the permits and approvals necessary for its project(s); and the financial terms for access to and use of that infrastructure in the event that KIUC ultimately receives the permits and approvals necessary for its project(s).

If KIUC does not have in place (1) the understandings from ADC set forth below by April 30, 2017, and/or (2) the understandings from DHHL set forth below within ninety (90) days of the Commission's approval of this agreement, KIUC reserves the right to withdraw from its responsibilities and obligations under this agreement. If KIUC chooses to do so, it will notify the Commission, and all the parties to this agreement, that it is doing so and will then be relieved of all obligations under this agreement, subject to KIUC's duty to proceed with the diversion modification plans in accordance with Section B if KIUC does not exercise its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission.

It is understood that, in order to facilitate this agreement, Pō'ai Wai Ola/West Kaua'i Watershed Alliance will forbear from contesting or challenging ADC's or DHHL's decisions with respect to the understandings described in this section.

#### THE UNDERSTANDINGS ARE AS FOLLOWS:

##### From ADC to KIUC:

1. A license, with an option for a lease, for the following infrastructure:
  - a. The diversions on the Kokee Ditch at Waiakoali, Kawaikoi, Kauaikinana and Kokee and all the ephemeral diversions on the Kokee ditch system.
  - b. The Kokee Ditch from the diversions to the Puu Moe Divide.

- c. The Mana Reservoir.
- d. The land needed for construction of the Mana powerhouse located adjacent to the Mana Reservoir.

The license or lease shall provide for the water for KIUC under this agreement and approved by the Commission subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171-58.

The financial terms of the license/leases shall be binding on KIUC and ADC if the required permits and approval are issued and the project is developed.

2. Easements as follows:

- a. The Kokee Ditch access roads for the purposes of ditch access and maintenance.
- b. The Mana Reservoir access road for the purpose of access to the Mana Reservoir, powerhouse and substation.
- c. A short-term easement for the construction of a pressurized pipeline segment on the Mana Plain with a long-term easement for maintenance of the pipeline.
- d. A short-term easement for the construction of the Puu Opae project powerhouse and substation adjacent to the Mana reservoir.
- e. A long-term easement for the Puu Opae project electrical transmission lines and pressurized pipeline.

From DHHL to KIUC:

1. A right of entry ("ROE") to be issued to conduct all engineering, biological and archaeological studies necessary to support regulatory requirements for the project.
2. Within ninety days (90) of the approval of this agreement by the Commission, the DHHL will notify KIUC as to whether it will issue a 65-year lease for the land and infrastructure (Puu Opae Reservoir) to KIUC subject to HRS § 171-95.3, the Hawaiian Homes Commission Act, as amended, and Hawaiian Homes Commission policies, if KIUC complies with HRS Chapter 343 and receives the necessary approvals and permits for the construction of the Puu Opae project. Once approved, and subject to the above, the financial terms and conditions will be binding on KIUC and DHHL.
3. If the lease to KIUC described above is issued by the DHHL, it will

- a. include the provision of a rolling average of 11 mgd of water subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171-58 and subject to meeting the water needs of DHHL as set forth in any water reservation the Commission may grant.
- b. grant a short-term easement for the pressurized pipeline and a buried transmission line construction and the rehabilitation of the Puu Opae Reservoir.
- c. grant a long-term easement for the maintenance of the pipeline, the buried transmission line and the access roads.
- d. will include the Puu Opae Reservoir and land adjacent to the reservoir (less than three acres) for the project powerhouse.

**D. IIFS NUMBERS**

Based on the submissions by the parties and the analysis by the Commission staff, the following IIFS numbers are agreed to in two phases.

Phase One will go into effect upon the approval of this agreement by the Commission. As part of Phase One, the parties agree to immediately take steps to restore flows to the maximum extent possible (e.g., by removing a board or lifting a gate) while working on the structural modifications pursuant to the deadlines set forth in Section B.

Phase Two goes into effect if and when the KIUC energy project goes into service.

PHASE ONE:

Kokee Irrigation System

- 1. The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch.
- 2. For the Kauaikinana, Kawaikoi, and Waiakoali streams, the IIFS below each diversion is the following:

<u>Stream</u>	<u>IIFS</u>
Kokee	natural flow
Kauaikinana	0.7 mgd
Kawaikoi	4.9 mgd
Waiakoali	1.4 mgd

Kekaha Irrigation System

- 1. The IIFS for the Koaie Stream below the Koaie Diversion will be 2 mgd.

2. The IIFS for the Waimea Stream below the Waiahulu Diversion will be 8 mgd.
3. The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume.

**PHASE TWO:**

**Kokee Irrigation System**

1. The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch except for flows greater than 1.2 mgd, in which the IIFS is 1.2 mgd.
2. For the Kauaikinana, Kawaikoi, and Waiakoali streams, for flows less than or equal to the established values listed in the table below, the IIFS below each diversion is two-thirds (66.6%) of the flow in the stream; for flows greater than the established values listed below, the IIFS below each diversion is the value given.

Stream	Established value	IIFS	IIFS if stream flow is below or equal to established value	IIFS if streamflow is above the established value
Kokee	0.2	Natural flow up to 1.2	n/a	n/a
Kauaikinana	1.2		2/3 of stream flow	0.6
Kawaikoi	6.4		2/3 of stream flow	4.0
Waiakoali	1.3		2/3 of stream flow	0.8

All water flows above these numbers may be used by KIUC in support of its project.

**Kekaha Irrigation System**

1. The IIFS for Koaie Stream below the Koaie Diversion will be 2 mgd.
2. The IIFS for Waimea Stream below the Waiahulu Diversion will be 8 mgd.
3. The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume subject to Commission review of its ongoing need based on the water coming to the plain through the KIUC project as provided in paragraph 10 of the Operating Protocols section, infra.

If Phase Two goes into operation, the Commission will examine the amounts being diverted at Koaie and at Waiahulu with goal of increasing the total IIFS numbers for these two streams.

## E. MONITORING STATIONS

Monitoring stations will be put in place to measure the amount of water coming into the ditches and the amount of water going into the streams below the diversions on a continuous real-time basis.

KIUC, assuming that it receives the understandings called for in the Permits and Approvals section of this agreement, will install and maintain monitoring equipment at the existing flow gauging location immediately above the Puu Lua Reservoir and for the following streams:

Waiakoali

Kawaikoi

Kauaikinana

Kokee

ADC (either itself or through its licensee KAA), if the Commission approves this agreement, will install and maintain monitoring equipment for the following streams:

Waiahulu

Koaie

Waimea at the Mauka hydroelectric plant

The information gathered by these stations shall be made available to all parties at the same time.

The Commission and the U.S. Geological Survey may install and maintain its own monitoring equipment along the streams and/or ditches in the watershed.

If the KIUC project does not receive the understandings called for in the Permits and Approvals section, the monitoring equipment will be installed and maintained by ADC (either itself or through its licensee KAA). If the KIUC project ultimately does not proceed, ADC (either itself or through its licensee KAA) will assume responsibility for the monitoring equipment.

## **F. OPERATING PROTOCOLS**

The goal of the Waimea water systems is to preserve the life of the streams and their aquatic resources while allowing for agricultural and renewable energy uses to co-exist with the streams.

In the operation of these systems the intent is to have instantaneous daily decisions made on where the water in any given stream would go between the streams and the ditches:

1. Flow in the stream has the highest priority and water should flow at the highest possible level with diversions only as needed for other uses with the IIFS numbers being the minimum amounts to be provided.
2. Stated otherwise, when water is not presently needed for other uses such as expanded agricultural uses or future energy projects, the water must remain in the streams.
3. Current agricultural uses by ADC (and its licensees) will continue to be provided with the water needed for their operations. Each month, ADC (either itself or through its licensee KAA) will report monthly water usage volumes for agricultural and non-agricultural uses, monthly total cultivated acres, and a list of crop types. Each year, ADC (by itself or through its licensee KAA) will report annual cultivated acres by crop type.
4. Water for the kalo farmers on the Menehune Ditch will continue to be provided by one or both ditch systems.
5. Water for agricultural uses by ADC (and its licensees) and water for uses by the DHHL (and its lessees and licensees) in accordance with DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code will be provided so long as the amounts involved are reasonable in their consumption levels and in relation to the water provided to the streams. In that regard, the need to plant less water intensive crops and the importance of using efficient water delivery methods will be taken into account as well as the availability of R-1 water and well water.
6. If one or more hydro projects are developed by KIUC on the Kokee Ditch System, KIUC will receive from the Kokee ditch a rolling average of 11 mgd to support both (1) the Puu Opae project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, supra) that are to be served by the project infrastructure. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming the IIFSs are met first. In its project, KIUC will leave enough water in the ditch past the Puu Moe Divide to meet the needs of users of ditch water below that point.

7. Controlled releases and biological studies will be part of any protocol to help determine the best ongoing uses of water.
8. To the extent not otherwise provided by the above uses, the Commission may consider a request to allow a minimum flow of water to maintain the ditch systems to the extent necessary to ensure their ongoing structural integrity.
9. The Waiawa power plant will be allowed to operate in its current manner for no more than three years from the approval of this agreement after which it must be either decommissioned or repowered to operate using such waters as are reasonably related to agricultural (as opposed to energy) uses. Specifically, after three years, no more than 10 mgd can be diverted in the Kekaha Ditch at Hukipo Flume unless reasonable agricultural uses require more water and the Commission finds that such additional waters can be provided consistent with the IIFS numbers it has set.

If Phase Two goes into operation, the Commission will reexamine the amounts diverted to reduce them to take into account the energy and agricultural uses served by the KIUC project.

The execution of these protocols will be the responsibility of ADC (either itself or through its licensee KAA), and of KIUC. KIUC, if it receives the understandings provided for in the Permits and Approvals section above, may contract with other entities to carry out its responsibilities under this agreement.

If there is any dispute in the operation of the protocols, it shall be brought to the Commission for resolution.

## G. INFRASTRUCTURE AGREEMENTS

### PHASE ONE: CURRENT OPERATIONS

Unless and until the energy projects proposed by KIUC receive all required approvals and Phase Two is implemented, the current system will be maintained by the ADC, and its licensee KAA, and the State agencies involved in the case of the impacted dams and reservoirs, subject to the provisions of this agreement, including those pertaining to the modification of diversions and the installation of monitoring equipment.

### PHASE TWO: THE ENERGY PROJECTS

If KIUC receives the understandings required in the Permits and Approvals section; finds that the project is feasible to undertake and finance; and gets the approval of the Public Utilities Commission for the energy projects, KIUC may build and/or rehabilitate one or more energy projects in the Waimea Watershed area.



If KIUC proceeds, it will assume significant responsibility for the infrastructure on the systems involved. This section sets forth the infrastructure for which KIUC (and any firms it employs) will be responsible:

1. The Ditches

KIUC will operate, upgrade, alter or repair as appropriate, and maintain:

- a. The Kokee Ditch including the ditch, flumes and tunnels, beginning at the Waiakoali Intake to the Puu Moe Divide, including the Kauhao sluice gate and the weir gate at the Divide; and any pressurized piping KIUC installs involving the ditch and the reservoirs named below including between the Divide and the Puu Opae Reservoir. (KIUC will not be responsible for the ditch from the Divide to the Kitano Reservoir.)

2. Diversions

KIUC will operate, repair and maintain the following diversions:

- a. Waiakoali
- b. Kawaikoi
- c. Kauaikinana
- d. Kokee
- e. All active ephemeral stream diversions. Kumuela 1-5, Nawaiamaka and Halemanu on the Kokee Ditch.

ADC (either itself or through its licensee KAA) will operate, repair and maintain the following diversions:

- f. Waiahulu
- g. Koaie
- h. Waimea

3. Roadways

KIUC will repair and maintain the roadways which pertain to the operations of the Kokee Ditch.

- a. The jeep roadway extending from the Kokee Highway to the Puu Lua Reservoir;

- b. The jeep road extending from the Kokee Highway to the Puu Opae Reservoir;
- c. The jeep road extending from the DHHL/DLNR gate on the Mana Plain to the Puu Opae Reservoir;
- d. Ditch maintenance roads along the Kokee Ditch;
- e. All other jeep roads and ditch trails necessary to access, maintain and operate the ditch systems that are under KIUC's control.

The assumption of responsibility for the roadways by KIUC does not change existing access rights or in any way alter their status as public or private roads.

In carrying out the operation, upgrade, repair and maintenance to the ditches, diversions and roadways as described above in this section, KIUC and ADC (and any other firm employed by the same) shall not interfere with the quiet enjoyment of the DHHL lessees and licensees.

4. Control Equipment

KIUC will operate the Puu Opae Energy Project(s), the streamflow gauging equipment on the Kokee Ditch and pertinent streams, the Puu Lua Reservoir, the Puu Opae Reservoir and the Mana Reservoir.

5. Hydroelectric Plants

KIUC will operate, repair and maintain the hydro plants developed as part of the Puu Opae energy project:

6. Dams and Reservoirs

KIUC will rehabilitate the following reservoirs pursuant to the State of Hawaii dam safety standards and undertake the operation and maintenance of each through the life of the Puu Opae project.

- a. Puu Lua Reservoir
- b. Puu Opae Reservoir
- c. Mana Reservoir

7. Pressurized Piping

KIUC will construct and maintain the following segments of pressurized pipeline:

- a. Between the Puu Moe Divide and the Puu Opaе Reservoir;
- b. Between the Puu Opaе and Mana Reservoirs.

8. Pumping Stations

ADC will continue to operate and maintain the Kawaiele and Nohili Pumping Stations.

9. Monitoring Stations

KIUC will operate and maintain the equipment discussed in the Monitoring Stations section above.

10. Agreements to Operate

The cost of all of KIUC's undertakings pursuant to this agreement will be negotiated directly between KIUC and the agencies involved.

11. Infrastructure Covered

Any infrastructure not covered by this agreement will be presumed to be handled by whoever is handling it today. This agreement covers only the specific infrastructure discussed in it.

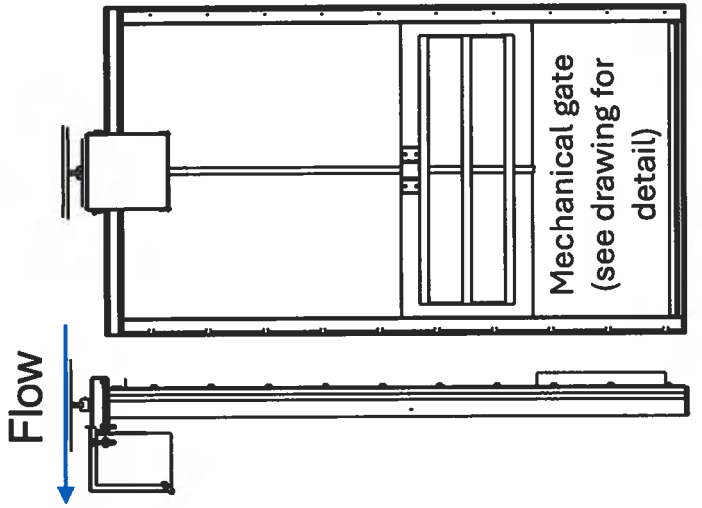
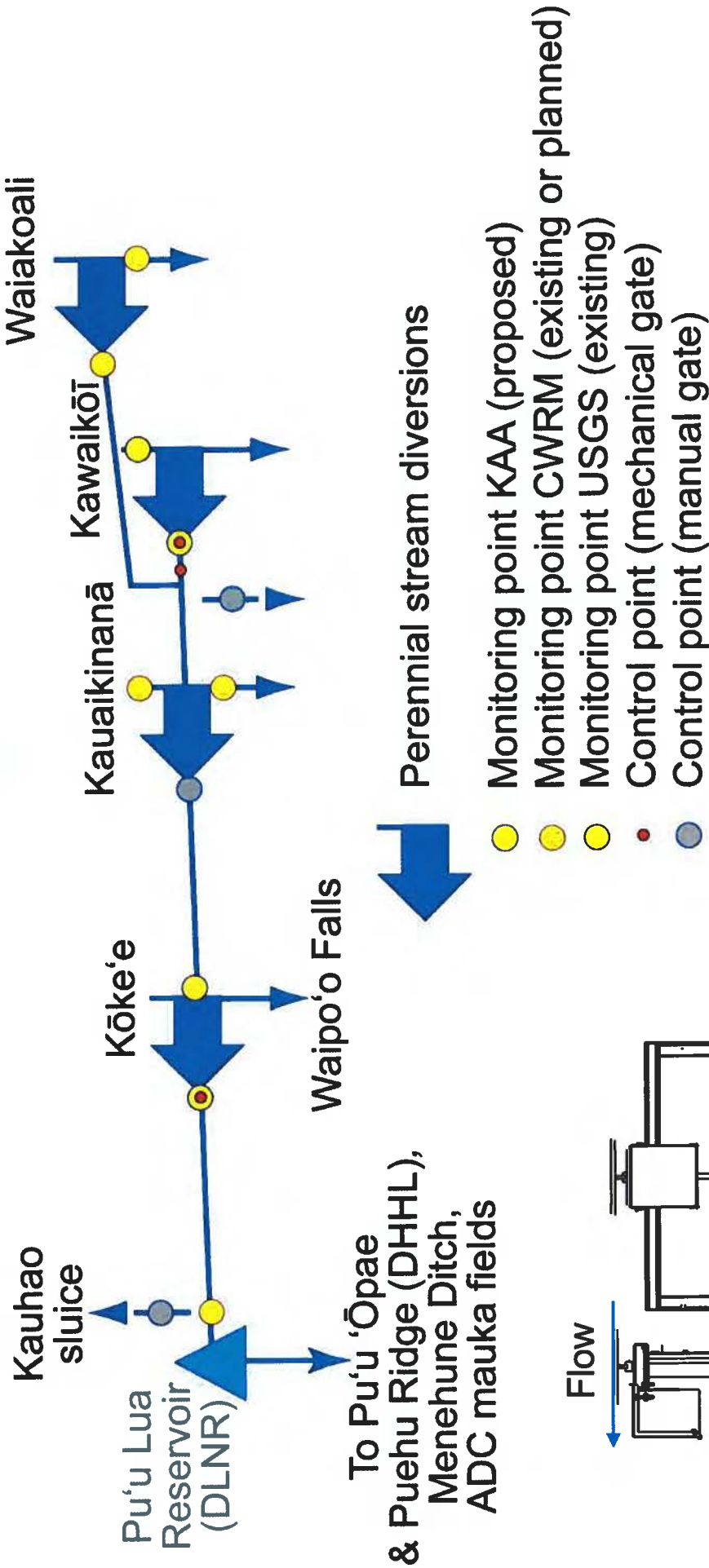
**Kekaha Agriculture Association**

**Proposed Modifications to Kokee Ditch Diversions**

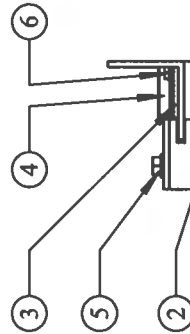
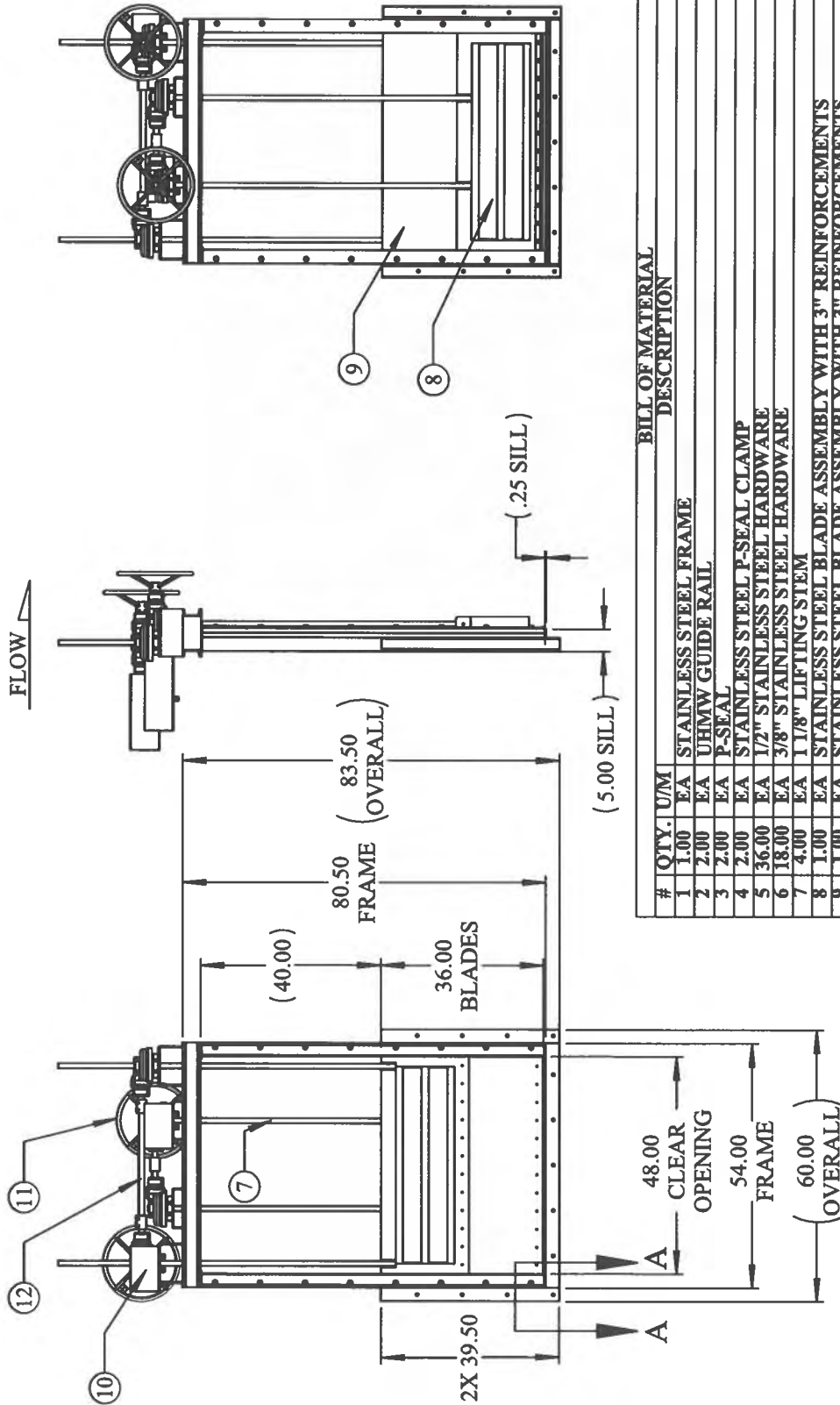
**Waimea Watershed Agreement  
Phase 1**

**October 4, 2024**

**EXHIBIT C**



FLOW



SECTION A-A  
SCALE 1 : 8

#	QTY.	U/M	DESCRIPTION	NOTE
1	1.00	EA	STAINLESS STEEL FRAME	
2	2.00	EA	UHMW GUIDE RAIL	
3	2.00	EA	P-SEAL	
4	2.00	EA	STAINLESS STEEL P-SEAL CLAMP	
5	36.00	EA	1/2" STAINLESS STEEL HARDWARE	
6	18.00	EA	3/8" STAINLESS STEEL HARDWARE	
7	4.00	EA	1 1/8" LIFTING STEM	
8	1.00	EA	STAINLESS STEEL BLADE ASSEMBLY WITH 3" REINFORCEMENTS	
9	1.00	EA	STAINLESS STEEL BLADE ASSEMBLY WITH 3" REINFORCEMENTS	
10	2.00	EA	GEAR BOX MOUNTED WT-200 ACTUATOR	
11	2.00	EA	16" HAND WHEEL	
12	2.00	EA	DRIVE SHAFT AND COUPLER ASSEMBLY	

UNLESS OTHERWISE NOTED  
DIMENSIONS AND TOLERANCES  
ARE IN INCHES, STANDARD  
TOLERANCES:  
.XX = +/- .01  
.XXX = +/- .005  
XXX° = +/- 1°

**Watch Technologies, Inc.**  
2185 NE Spalding Dr. #10 Office: 541.472.8095  
Grants Pass, Or 97526 Cell: 541.660.3182

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<b>NAME:</b>	<b>DATE:</b>	<b>JOB:</b>	<b>JOB NO.:</b>
REUTER	04/20/20	SPLIT GATE	200021A
<b>APPROV.:</b>		<b>CUSTOMER:</b>	FLUSH MOUNT, DUAL ACTUATED SPLIT GATE ASSEMBLY
<b>RELEASE:</b>		<b>SCALE:</b>	SHT. 1 OF 1 REV.: A

# Modifications to Kōke'e Diversions

## Waiakoali Stream



**KIUC**

**KAA**

**New Ditch Intake Headwall with 36" wide stoplog bay**

Replace stoplog bay with remotely controlled sluice gate

**Spillway Release Gate with 18" wide by 12" deep release point cut in top of diversion**

Replace release point in top of diversion (invert at 3423.46 ft) with stilling well with trash rack and 8" diameter hole with invert at 3421 ft

**New Weir for Flow Measurement in ditch**

Previously installed by CWRM in ditch

CWRM gage in steam below diversion

# Kawaikōi Stream



**KIUC**

**KAA**

**New Trash Rack**

Redesign for cage-type trash rack with catwalk

**Earthen Cofferdam with 30" diameter culvert and slide gate braced to down-ditch side of existing concrete headwall**

Install remotely controlled sluice gate on down-ditch side of existing concrete headwall and sensors in ditch, gate and pool

**Replace existing slide gate with stop logs and install water level recorder in ditch**

Replace existing gate and screen at tunnel entrance



## Kauaikinanā Stream



**KIUC**

**KAA**

**Tunnel Head Gate**, rehabilitate existing wooden gate, frame and hoist

*Pending availability of future funding*

**Spillway Slot Insert** fabricate new steel bulkhead

Spillway stoplogs previously converted to underflow by KAA

CWRM gage above confluence of ditch and, gage below diversion

Purchase Gate Assy with other gates

Future KAA Improvements  
~Install remote control gate  
~Sensor at gate, pond, KKoi flow

## Kōke'e Stream



**KIUC**

**KAA**

**New Ditch Bulkhead, HDPE Pipe Flume and Flow Measurement**

**Tunnel Head Gate,**  
rehabilitate existing wooden gate, frame and hoist

**Spillway Slot,** insert Twenty-four inches (24") of stoplogs

Install water level sensor and rate section up-ditch from pool

Replace wooden gate with remotely controlled sluice gate with sensor to balance amount of water leaving the pool with the amount entering and install water level sensor

Spillway stoplogs previously adjusted by KAA

**Pu'u Lua**



**KIUC**

**KA**

**Reestablish former (USGS) ditch gauge site, rehabilitate control weir and install new measurement equipment**

Previously installed by CWRM

**Cost summary and prioritization for KODIS modifications**

Priority	Location	Task / Item(s)	Cost*	Total cost	Completed**	Alternative to KIUC P1 modification	Included in KIUC P1 modifications	Redundant KIUC P1 modification
<b>Kawaikoi</b>								
1		Clear and prep area	\$ 18,192		Q2 2025		X	
1		Install screen at headwall / concrete footing	\$ 67,794		Q3 2025		X	
1		Install gate at headwall / concrete supports	\$ 95,200		Q3 2025	X		
1		New screen at tunnel gate	\$ 25,790		Q3 2025	X		
1		New gate at tunnel	\$ 101,059		Q3 2025	X		
		Replace existing tunnel gate with stop logs						X
1		Install sensors in ditch, gate & pool	\$ 26,300		Q3 2025		X	
		Earthen Cofferdam						X
				<b>\$334,335</b>				
<b>Waiakoali</b>								
2		Clear and prep area	\$ 3,080		Q2 2026		X	
2		Cut hole in diversion	\$ 8,080		Q2 2025	X		
		Spillway Release Gate						X
		Ditch intake headwall with stoplog bay						X
4		Install trash screen at hole	\$ 17,080		Q2 2026	X		
4		Install new screen in ditch	\$ 22,510		Q2 2026	X		
4		Install gate and solar panel	\$ 91,125		Q2 2026	X	X	
		Install sensor in ditch			Previously installed by CWRM		X	
		Install sensor in stream below diversion			Previously installed by CWRM	X		
				<b>\$141,874</b>				
<b>Kokee</b>								
3		Clear and prep area and mobilize	\$ 20,040		Q2 2025		X	
		Install ditch headwall and HDPE pipe						X
3		Remove existing gate and replace with new	\$ 97,949		Q3 2025	X		
		Rehabilitate existing gate						X
3		Install sensor in ditch before pond	\$ 17,800		Q3 2025		X	
		Adjust height of stoplogs in spillway			Previously implemented by KAA		X	
3		Install sensor in tunnel	\$ 13,440		Q3 2025	X		
				<b>\$149,229</b>				
<b>Kauaikinana</b>								
1		Purchase gate assembly and sensors		\$50,000	Q2 2025			
				<b>\$50,000</b>				
<b>Total Direct Cost</b>			<b>\$675,438</b>					
<b>Contingency @ 12.8%</b>				<b>\$99,562</b>				
				<b>\$ 775,000</b>				
<b>Puu Lua gauge</b>								
		Install sensor in Ditch					X	
<b>Kauhao</b>								
		Refurbish existing gate		\$ 30,000			NO	
<b>Kauaikinana</b>								
		Clear and prep area		\$ 6,160			X	
		Refurbish screen		\$ 7,080			X	
		Install gate and solar panel		\$ 46,100			X	
		Install sensor in pond		\$ 15,440			X	
		Install sensors in tunnel and gate		\$ 18,940		X		
<b>CFF***</b>				<b>\$ 93,719</b>				
		Adjust height of stoplogs in spillway					X	
		Install sensor in stream below diversion				X		

\*2024 pricing \*\*Estimated baring unforeseen circumstances \*\*\*Contingent on future funding

KAA timeline and actions for KODIS modifications

	2025				2026		Accomplishes P1 modifications
	Q4	Q1	Q2	Q3	Q4	Q1	
	Place order for gates						
Kawaikoi		Clear and prep area		Install headwall screen Install headwall gate Install tunnel screen Install tunnel gate Install monitoring devices Test monitoring devices	Ongoing monitoring by USGS		YES KAA begins reporting
Waiakoali		Clear and prep area Cut hole in diversion		Install screen over hole Install screen in ditch Install gate Secure existing monitoring equipment	Ongoing monitoring & reporting by CWRM		YES Scheduled for work not completed in 2025
Kōke'e		Clear and prep area		Install tunnel gate Install monitoring devices Test monitoring devices			YES KAA begins reporting
Kauaikinana					Ongoing monitoring & reporting by CWRM		YES
Kahhao					KAA / ADC to develop proposal(s) for funding new tunnel gate and monitoring		Additional
Puu Lua gauge					Clear and prep area Rebuild screw gate		YES
Puu Lua reservoir					Ongoing monitoring & reporting by CWRM		Additional
					KAA / ADC to develop proposal(s) for funding to replace outlet valve		Additional

MEDIATION AGREEMENT  
FOR THE WAIMEA WATERSHED AREA

This Mediation Agreement is entered into this 18th day of April, 2017, by and between the parties hereto to present reasonable interim instream flow standards to the Commission on Water Resource Management (“Commission”) for its consideration in an effort to resolve disputes arising out of the diversion of water from the Waimea River and its tributaries, and to avoid protracted and time and resource consuming litigation.

WITNESSETH:

WHEREAS, on July 24, 2013, Pō‘ai Wai Ola/West Kaua‘i Watershed Alliance filed a Combined Petition to Amend the Interim Instream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste, which concerns the Waimea Watershed in Waimea, Island of Kaua‘i, Hawai‘i;

WHEREAS, on May 27, 2014, the Commission engaged Element Environmental, LLC to develop an inventory of the stream system, water uses, and water users of the Waimea River and its headwaters and tributaries, and to conduct an appropriate investigation of the water systems and the water resources in the area;

WHEREAS, during 2015, the Commission sought and received information on water uses from the agricultural interests and the Department of Hawaiian Home Lands (“DHHL”);

WHEREAS, in October, 2015, the Commissioners, Commission staff, and interested parties familiarized themselves with the stream system and non-stream uses by visiting the area over two days;

WHEREAS, on November 17, 2015, DHHL filed with the Commission a Petition for Reservation of Surface Water of 33.145 MGD;

WHEREAS, also during 2015, in light of the fact that similar petitions have historically taken decades to resolve, the Commission staff approached various parties having an interest in this area and its waters to consider participating in a mediation of the issues involved;

WHEREAS, in December, 2015, the Commission approved engaging a mediator to assist in reaching an agreement between the parties that would be acceptable to the Commission to resolve the issues in the Waimea watershed;

WHEREAS, at its February 16, 2016 duly-noticed meeting, the Commission approved the terms of reference for the mediation, and subsequently, the services of the Collaborative Leaders Network were engaged to conduct the mediation, led by its President, Robert Alm; and

WHEREAS, during November, 2016, a set of controlled releases of water was undertaken by the Commission staff and the parties to assist in the resolution of the issues in this matter.

**EXHIBIT D**

NOW, THEREFORE, the parties have reached the following points of agreement for consideration and approval by the Commission to guide the Commission staff and these parties in their respective and cooperative handling of the area's water resources in the coming years, and to amend the current interim instream flow standards of the Waimea River, its headwaters and its tributaries:

1. The Waimea Watershed Agreement which is attached hereto as Exhibit A.
2. In light of this agreement, it is also agreed that:
  - A. Pō'ai Wai Ola/West Kaua'i Watershed Alliance's Combined Petition to Amend the Interim Stream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste (filed July 24, 2013) will be considered to be resolved.
  - B. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed.
3. The terms of this Agreement are submitted to the Commission for consideration and approval. By executing this Agreement, each party represents to the Commission its acknowledgement that, based upon the information obtained to date on stream flows, ditch flows, beneficial in-stream uses and non-stream uses, each party has weighed the importance of the present and potential uses of water, including the economic impact of restricting such uses.
4. The parties recognize and respect the intent of the Water Code, Chapter 174C, H.R.S., and the Commission, including to obtain maximum beneficial use of the waters of the State for purposes such as domestic uses, aquaculture uses, irrigation and other agricultural uses, power development, and commercial and industrial uses, as long as there is adequate provision for the protection of traditional and customary Hawaiian rights, the protection and procreation of fish and wildlife, the maintenance of proper ecological balance and scenic beauty, and the preservation and enhancement of waters of the State for municipal uses, public recreation, public water supply, agriculture, and navigation.
5. Mediation communications and confidential information protected by the Commission's mediation rules, H.A.R. § 13-167-90, and the Uniform Mediation Act, H.R.S. ch. 658H, shall remain confidential regardless of the Commission's decision on this Agreement.
6. This Agreement shall be effective, and interim instream flows shall be established, if at all, upon approval of its terms by the Commission.

*Wherefore, the parties their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above, as amended.*

PŌ'AI WAI OLA/WEST KAUA'I  
WATERSHED ALLIANCE

By: \_\_\_\_\_  
Its  
Date:

STATE OF HAWAI'I, DEPARTMENT  
OF HAWAIIAN HOME LANDS

By: \_\_\_\_\_  
Its  
Date:

STATE OF HAWAI'I, AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its  
Date:

KEKAHA AGRICULTURE ASSOCIATION

By: \_\_\_\_\_  
Its  
Date:



## WAIMEA WATERSHED AGREEMENT

- A. Statement of Guiding Principles
- B. Modification of Diversions
- C. Permits and Approval
- D. IIFS Numbers
- E. Monitoring Stations
- F. Operating Protocols
- G. Infrastructure Agreements

## A. STATEMENT OF GUIDING PRINCIPLES

The following guiding principles underlie this agreement and all phases of its execution:

1. All streams will be allowed to run from the mountain to the sea and no diversion will ever be a total diversion again.
2. Any diversion of water from a stream must be justified with no more water taken than is needed for other beneficial uses, and even then, the health of the stream must be preserved at all times. All waters not needed at any given time belong in the stream and the IIFS numbers are the minimum amounts to be provided.
3. Agriculture and renewable energy are beneficial uses of water diverted from these streams.
4. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed. The parties acknowledge DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code.
5. The ditch systems owned by the State of Hawaii's Agribusiness Development Corporation (ADC), and currently operated by the Kekaha Agriculture Association (KAA), will continue to be maintained to allow for both present and future uses.
6. ~~Kaua'i Island Utility Cooperative (KIUC) will be allowed to complete due diligence on a set of energy projects supported by the Kokee Ditch System, and, if the energy projects are built, will receive from the Kokee ditch system a rolling average of 11 mgd to support both (1) the Puu Opae project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, supra) that are to be served by the project infrastructure, with the understanding that the KIUC project is intended to serve both energy and agricultural uses which will enable the Commission to review the water needs of both systems with the goal of reducing the diversion of water into the Kekaha Ditch system. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming that the IIFSs are met first. The term "rolling average" as used in this agreement means an average to account for intra and inter annual fluctuations.~~
7. ~~If KIUC does build the energy projects, it will assume substantial responsibility for much of the Kokee ditch system and related facilities as specified in this agreement.~~

## B. MODIFICATIONS OF THE DIVERSIONS

Throughout this Agreement, all references to days are to calendar days.

All plans for the modification of any diversion shall be subject to review and approval by the Commission or its staff prior to any modification taking place. When plans are submitted to the Commission, a copy will be provided to each other party to this agreement.

~~KIUC ADC will modify all diversions in the Kokee Ditch necessary to ensure the stream flow provided for in this agreement, as follows: KIUC will file with the Commission and any other pertinent regulatory agency its modification plans within one hundred thirty five (135) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.~~

~~If KIUC does not receive (1) the understandings from ADC set forth in Section C by April 30, 2017, and/or (2) the understandings from DHHL set forth in Section C within ninety (90) days of the Commission's approval of this agreement, KIUC shall have the option to withdraw from its responsibilities and obligations under this agreement. If KIUC opts to withdraw, it will notify the Commission and all the parties to this agreement. If KIUC does not exercise its option to withdraw within one hundred (100) days after the approval of this agreement by the Commission, KIUC shall proceed with the modification plans in accordance with the paragraph immediately above.~~

ADC (either itself or through its licensee KAA) will modify all other diversions relating to the Kekaha Ditch system and specifically those associated with the Koaie and Waiahulu streams and the Waimea diversion necessary to ensure the stream flow provided for in this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans within forty-five (45) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

All modifications will be done in a manner that provides for water flowing over it, provides for a wetted path upstream and downstream such that adult forms can migrate upstream and larval forms can migrate downstream, and minimizes entrainment of native species to the maximum extent practicable.

If any modification requires an Environmental Assessment, an Environmental Impact Statement or other permitting or approvals, the filing of those must occur within ninety (90) days of notification by the Commission or other pertinent regulatory agency of the need for such actions.

~~If KIUC exercises its option to withdraw within one hundred (100) days after the approval of this agreement by the Commission, ADC (either itself or through its licensee KAA) will be responsible for the modifications to the Kokee Ditch diversions necessary to comply with this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans for the Kokee Ditch~~

~~diversions within forty five (45) days of KIUC's notice of withdrawal. Work on the modifications will begin within forty five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.~~

### C. PERMITS AND APPROVALS

~~In order to develop its renewable energy project(s), KIUC will need to obtain a A number of permits and approvals from various governmental agencies, and compliance with the requirements of HRS Chapter 343 will be necessary prior to agency action on those permits and approvals. Nothing in this agreement obliges any government agency to grant any of those permits or approvals. Each permitting and approving agency needs to exercise its discretion without regard to this agreement. None of the signatory governmental agencies to this agreement issue the permits and approvals that KIUC will needed for this project other than those provided for in this agreement.~~

~~In order to allow KIUC to move forward with its project(s), KIUC needs to know that it will have the ability to perform its due diligence (engineering, biological, and archaeological) on the project; that infrastructure for the project(s) will be available in the event that KIUC ultimately receives the permits and approvals necessary for its project(s); and the financial terms for access to and use of that infrastructure in the event that KIUC ultimately receives the permits and approvals necessary for its project(s).~~

~~If KIUC does not have in place (1) the understandings from ADC set forth below by April 30, 2017, and/or (2) the understandings from DHHL set forth below within ninety (90) days of the Commission's approval of this agreement, KIUC reserves the right to withdraw from its responsibilities and obligations under this agreement. If KIUC chooses to do so, it will notify the Commission, and all the parties to this agreement, that it is doing so and will then be relieved of all obligations under this agreement, subject to KIUC's duty to proceed with the diversion modification plans in accordance with Section B if KIUC does not exercise its option to withdraw within one hundred (100) days after the approval of this agreement by the Commission.~~

It is understood that, in order to facilitate this agreement, Pō'ai Wai Ola/West Kaua'i Watershed Alliance will forbear from contesting or challenging ADC's or DHHL's decisions with respect to the understandings described in this section.

#### ~~THE UNDERSTANDINGS ARE AS FOLLOWS:~~

##### From ADC to KIUC:

1. ~~A license, with an option for a lease, for the following infrastructure:~~
  - a. ~~— The diversions on the Kokee Ditch at Waikoali, Kawaikoi, Kauaikinana and Kokee and all the ephemeral diversions on the Kokee ditch system.~~
  - b. ~~— The Kokee Ditch from the diversions to the Puu Moe Divide.~~

- ~~c. The Mana Reservoir.~~
- ~~d. The land needed for construction of the Mana powerhouse located adjacent to the Mana Reservoir.~~

~~The license or lease shall provide for the water for KIUC under this agreement and approved by the Commission subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171.58.~~

~~The financial terms of the license/leases shall be binding on KIUC and ADC if the required permits and approval are issued and the project is developed.~~

2. ~~Easements as follows:~~

- ~~a. The Kokee Ditch access roads for the purposes of ditch access and maintenance.~~
- ~~b. The Mana Reservoir access road for the purpose of access to the Mana Reservoir, powerhouse and substation.~~
- ~~c. A short term easement for the construction of a pressurized pipeline segment on the Mana Plain with a long term easement for maintenance of the pipeline.~~
- ~~d. A short term easement for the construction of the Puu Opae project powerhouse and substation adjacent to the Mana reservoir.~~
- ~~e. A long term easement for the Puu Opae project electrical transmission lines and pressurized pipeline.~~

From DHHL to KIUC:

- 1. ~~A right of entry (“ROE”) to be issued to conduct all engineering, biological and archaeological studies necessary to support regulatory requirements for the project.~~
- 2. ~~Within ninety days (90) of the approval of this agreement by the Commission, the DHHL will notify KIUC as to whether it will issue a 65-year lease for the land and infrastructure (Puu Opae Reservoir) to KIUC subject to HRS § 171-95.3, the Hawaiian Homes Commission Act, as amended, and Hawaiian Homes Commission policies, if KIUC complies with HRS Chapter 343 and receives the necessary approvals and permits for the construction of the Puu Opae project. Once approved, and subject to the above, the financial terms and conditions will be binding on KIUC and DHHL.~~
- 3. ~~If the lease to KIUC described above is issued by the DHHL, it will~~

- ~~a. include the provision of a rolling average of 11 mgd of water subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171-58 and subject to meeting the water needs of DHHL as set forth in any water reservation the Commission may grant.~~
- ~~b. grant a short term easement for the pressurized pipeline and a buried transmission line construction and the rehabilitation of the Puu Opae Reservoir.~~
- ~~c. grant a long term easement for the maintenance of the pipeline, the buried transmission line and the access roads.~~
- ~~d. will include the Puu Opae Reservoir and land adjacent to the reservoir (less than three acres) for the project powerhouse.~~

#### D. IIFS NUMBERS

Based on the submissions by the parties and the analysis by the Commission staff, the following IIFS numbers are agreed to ~~in two phases.~~

~~Phase One~~ The IIFS numbers will go into effect upon the approval of this agreement by the Commission. ~~As part of Phase One, the~~ The parties agree to immediately take steps to restore flows to the maximum extent possible (e.g., by removing a board or lifting a gate) while working on the structural modifications ~~pursuant to the deadlines set forth in Section B.~~

~~Phase Two goes into effect if and when the KHJC energy project goes into service.~~

#### PHASE ONE:

##### Kokee Irrigation System

1. The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch.
2. For the Kauaikinana, Kawaikoi, and Waiakoali streams, the IIFS below each diversion is the following:

<u>Stream</u>	<u>IIFS</u>
Kokee	natural flow
Kauaikinana	0.7 mgd
Kawaikoi	4.9 mgd
Waiakoali	1.4 mgd

##### Kekaha Irrigation System

1. The IIFS for the Koaie Stream below the Koaie Diversion will be 2 mgd.

2. The IIFS for the Waimea Stream below the Waiahulu Diversion will be 8 mgd.
3. The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume.

PHASE TWO:

Kokee Irrigation System

1. ~~The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch except for flows greater than 1.2 mgd, in which the IIFS is 1.2 mgd.~~
2. ~~For the Kauaikinana, Kawaikoi, and Waiakoali streams, for flows less than or equal to the established values listed in the table below, the IIFS below each diversion is two thirds (66.6<sup>0</sup>/0) of the flow in the stream; for flows greater than the established values listed below, the IIFS below each diversion is the value given.~~

<del>Stream</del>	<del>Established value</del>	<del>IIFS</del>	<del>IIFS if stream flow is below or equal to established value</del>	<del>IIFS if streamflow is above the established value</del>
<del>Kokee</del>	<del>0.2</del>	<del>Natural flow up to 1.2</del>	<del>n/a</del>	<del>n/a</del>
<del>Kauaikinana</del>	<del>1.2</del>		<del>2/3 of stream flow</del>	<del>0.6</del>
<del>Kawaikoi</del>	<del>6.4</del>		<del>2/3 of stream flow</del>	<del>4.0</del>
<del>Waiakoali</del>	<del>1.3</del>		<del>2/3 of stream flow</del>	<del>0.8</del>

~~All water flows above these numbers may be used by KIUC in support of its project.~~

Kekaha Irrigation System

1. ~~The IIFS for Koaie Stream below the Koaie Diversion will be 2 mgd.~~
2. ~~The IIFS for Waimea Stream below the Waiahulu Diversion will be 8 mgd.~~
3. ~~The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume subject to Commission review of its ongoing need based on the water coming to the plain through the KIUC project as provided in paragraph 10 of the Operating Protocols section, infra.~~

~~If Phase Two goes into operation, the Commission will examine the amounts being diverted at Koaie and at Waiahulu with goal of increasing the total IFS numbers for these two streams.~~

E. MONITORING STATIONS

Monitoring stations will be put in place to measure the amount of water coming into the ditches and the amount of water going into the streams below the diversions on a continuous real-time basis.

~~KIUC, assuming that it receives the understandings called for in the Permits and Approvals section of this agreement, ADC (either itself or through its licensee KAA), if the Commission approves this agreement, will install and maintain monitoring equipment at the existing flow gauging location immediately above the Puu Lua Reservoir and for the following streams:~~

Waiakoali

Kawaikoi

Kauaikinana

Kokee

~~ADC (either itself or through its licensee KAA), if the Commission approves this agreement, will install and maintain monitoring equipment for the following streams:~~

Waiahulu

Koaie

Waimea at the Mauka hydroelectric plant

The information gathered by these stations shall be made available to all parties at the same time.

The Commission and the U.S. Geological Survey may install and maintain its own monitoring equipment along the streams and/or ditches in the watershed.

~~If the KIUC project does not receive the understandings called for in the Permits and Approvals section, the monitoring equipment will be installed and maintained by ADC (either itself or through its licensee KAA). If the KIUC project ultimately does not proceed, ADC (either itself or through its licensee KAA) will assume responsibility for the monitoring equipment.~~



## F. OPERATING PROTOCOLS

The goal of the Waimea water systems is to preserve the life of the streams and their aquatic resources while allowing for agricultural and renewable energy uses to co-exist with the streams.

In the operation of these systems the intent is to have instantaneous daily decisions made on where the water in any given stream would go between the streams and the ditches:

1. Flow in the stream has the highest priority and water should flow at the highest possible level with diversions only as needed for other uses with the IIFS numbers being the minimum amounts to be provided.
2. Stated otherwise, when water is not presently needed for other uses such as expanded agricultural uses or future energy projects, the water must remain in the streams.
3. Current agricultural uses by ADC (and its licensees) will continue to be provided with the water needed for their operations. Each month, ADC (either itself or through its licensee KAA) will report monthly water usage volumes for agricultural and non-agricultural uses, monthly total cultivated acres, and a list of crop types. Each year, ADC (by itself or through its licensee KAA) will report annual cultivated acres by crop type.
4. Water for the kalo farmers on the Menehune Ditch will continue to be provided by one or both ditch systems.
5. Water for agricultural uses by ADC (and its licensees) and water for uses by the DHHL (and its lessees and licensees) in accordance with DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code will be provided so long as the amounts involved are reasonable in their consumption levels and in relation to the water provided to the streams. In that regard, the need to plant less water intensive crops and the importance of using efficient water delivery methods will be taken into account as well as the availability of R-1 water and well water.
6. ~~If one or more hydro projects are developed by KIUC on the Kokee Ditch System, KIUC will receive from the Kokee ditch a rolling average of 11 mgd to support both (1) the Puu Opae project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, supra) that are to be served by the project infrastructure. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming the IIFSs are met first. In its project, KIUC will leave enough water in the ditch past the Puu Moe Divide to meet the needs of users of ditch water below that point.~~

7. Controlled releases and biological studies will be part of any protocol to help determine the best ongoing uses of water.
8. To the extent not otherwise provided by the above uses, the Commission may consider a request to allow a minimum flow of water to maintain the ditch systems to the extent necessary to ensure their ongoing structural integrity.
9. The Waiawa power plant will be allowed to operate in its current manner for no more than three years from the approval of this agreement after which it must be either decommissioned or repowered to operate using such waters as are reasonably related to agricultural (as opposed to energy) uses. Specifically, after three years, no more than 10 mgd can be diverted in the Kekaha Ditch at Hukipo Flume unless reasonable agricultural uses require more water and the Commission finds that such additional waters can be provided consistent with the IIFS numbers it has set.

~~If Phase Two goes into operation, the Commission will reexamine the diverted to reduce them to take into account the energy and agricultural uses served by the KIUC project.~~

The execution of these protocols will be the responsibility of ADC (either itself or through its licensee KAA), ~~and of KIUC. KIUC, if it receives the understandings provided for in the Permits and Approvals section above,~~ ADC may contract with other entities to carry out its responsibilities under this agreement.

If there is any dispute in the operation of the protocols, it shall be brought to the Commission for resolution.

## G. INFRASTRUCTURE AGREEMENTS

### PHASE ONE: CURRENT OPERATIONS

~~Unless and until the energy projects proposed by KIUC receive all required approvals and Phase Two is implemented, the current~~ The system will be maintained by the ADC, and its licensee KAA, and the State agencies involved in the case of the impacted dams and reservoirs, subject to the provisions of this agreement, including those pertaining to the modification of diversions and the installation of monitoring equipment.

### PHASE TWO: THE ENERGY PROJECTS

~~If KIUC receives the understandings required in the Permits and Approvals section; finds that the project is feasible to undertake and finance; and gets the approval of the Public Utilities Commission for the energy projects, KIUC may build and/or rehabilitate one or more energy projects in the Waimea Watershed area.~~

If KIUC proceeds, it will assume significant responsibility for the infrastructure on the systems involved. This section sets forth the infrastructure for which KIUC (and any firms it employs) will be responsible:

1. The Ditches

KIUC will operate, upgrade, alter or repair as appropriate, and maintain:

- a. ~~The Kokee Ditch including the ditch, flumes and tunnels, beginning at the Waiakoali Intake to the Puu Moe Divide, including the Kauhao sluice gate and the weir gate at the Divide; and any pressurized piping KIUC installs involving the ditch and the reservoirs named below including between the Divide and the Puu Opae Reservoir. (KIUC will not be responsible for the ditch from the Divide to the Kitano Reservoir.)~~

2. Diversions

KIUC will operate, repair and maintain the following diversions:

- a. ~~Waikoloa~~
- b. ~~Kawaikoi~~
- c. ~~Kauaikinana~~
- d. ~~Kokee~~
- e. ~~All active ephemeral stream diversions. Kumuela 1-5, Nawaiamaka and Halemanu on the Kokee Ditch.~~

ADC (either itself or through its licensee KAA) will operate, repair and maintain the following diversions:

- f. ~~Waiahulu~~
- g. ~~Koaie~~
- h. ~~Waimea~~

3. Roadways

KIUC will repair and maintain the roadways which pertain to the operations of the Kokee Ditch.

- a. ~~The jeep roadway extending from the Kokee Highway to the Puu Lua Reservoir;~~

- ~~b. The jeep road extending from the Kokee Highway to the Puu Opae Reservoir;~~
- ~~e. The jeep road extending from the DHHL/DLNR gate on the Mana Plain to the Puu Opae Reservoir;~~
- ~~d. Ditch maintenance roads along the Kokee Ditch;~~
- ~~e. All other jeep roads and ditch frails necessary to access, maintain and operate the ditch systems that are under KIUC's control.~~

~~The assumption of responsibility for the roadways by KIUC does not change existing access rights or in any way alter their status as public or private roads.~~

~~In carrying out the operation, upgrade, repair and maintenance to the ditches, diversions and roadways as described above in this section, KIUC and ADC (and any other firm employed by the same) shall not interfere with the quiet enjoyment of the DHHL lessees and licensees.~~

~~4. Control Equipment~~

~~KIUC will operate the Puu Opae Energy Project(s), the streamflow gauging equipment on the Kokee Ditch and pertinent streams, the Puu Lua Reservoir, the Puu Opae Reservoir and the Mana Reservoir.~~

~~5. Hydroelectric Plants~~

~~KIUC will operate, repair and maintain the hydro plants developed as part of the Puu Opae energy project:~~

~~6. Dams and Reservoirs~~

~~KIUC will rehabilitate the following reservoirs pursuant to the State of Hawaii dam safety standards and undertake the operation and maintenance of each through the life of the Puu Opae project.~~

- ~~a. Puu Lua Reservoir~~
- ~~b. Puu Opae Reservoir~~
- ~~c. Mana Reservoir~~

~~7. Pressurized Piping~~

~~KIUC will construct and maintain the following segments of pressurized pipeline:~~

a. ~~Between the Puu Moe Divide and the Puu Opae Reservoir;~~

b. ~~Between the Puu Opae and Mana Reservoirs.~~

8. ~~Pumping Stations~~

~~ADC will continue to operate and maintain the Kawaiele and Nohili Pumping Stations.~~

9. ~~Monitoring Stations~~

~~KIUC will operate and maintain the equipment discussed in the Monitoring Stations section above.~~

10. ~~Agreements to Operate~~

~~The cost of all of KIUC's undertakings pursuant to this agreement will be negotiated directly between KIUC and the agencies involved.~~

11. ~~Infrastructure Covered~~

~~Any infrastructure not covered by this agreement will be presumed to be handled by whoever is handling it today. This agreement covers only the specific infrastructure discussed in it.~~

MATERIALS TO BE DELETED HAVE BEEN STRICKEN THROUGH; MATERIALS TO BE ADDED HAVE BEEN UNDERLINED.

STATE OF HAWAI`I  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairman and Members, Hawaiian Homes Commission  
Through: Julie-Ann Cachola, Acting Planning Program Manager  
From: Lillie Makaila, Planner  
Subject: For Information Only - Status Update on Plan  
Implementation in the East Hawai`i Region and Hazard  
Mitigation Efforts on Hawai`i Island

Recommended Action

For information only. No action required.

Background

Per the directive of the Chairman, the Planning Office will be providing the Hawaiian Homes Commission (HHC) with updates of the respective DHHL geographic region in which the HHC conducts its monthly community meeting. The purpose of the monthly update is to provide the HHC with information related to prior policies and/or plans previously adopted by the HHC specific to that particular geographic region.

A status report of DHHL's progress in implementing these policies/plans is also included for the HHC's consideration. For October 2024, the Planning Office will be providing an update to the HHC for East Hawai`i as well as Island-wide efforts for Hazard Mitigation.

Discussion

EXISTING PLANS & IMPLEMENTATION STATUS

Hawai`i Island Plan Policies Related to East Hawai`i

The purpose of each DHHL Island Plan is to (1) assign land use designations for land holdings on each island, (2) establish land use goals and objectives of the General Plan specific to

each island, and (3) identify island-wide needs, opportunities, and priorities. The Hawai`i Island Plan was adopted by the HHC in 2002. The 2002 Hawai`i Island Plan delineated five planning regions on Hawai`i Island, North, East, South, West, and Central. (see maps, Exhibit A). For the purposes of this informational submittal, Planning Office will be focusing on the lands in the East and South regions.

*Table 1 - Land Use Designations for HHL in East Hawai'i*

Land Use Designation	Acres	Percent of Total
Residential	1,001	4.5%
Subsistence Agriculture	1,968	9.1%
Supplemental Agriculture	3,019	13.8%
Pastoral	7,832	35.7%
Community Use	90	0.4%
General Agriculture	4,970	22.7%
Commercial	346	1.5%
Industrial	364	1.6%
Conservation	240	1.2%
Special District	2,058	9.5%
TOTAL	21,888	100%

#### Hawai`i Island Plan Implementation Status

The Hawai`i Island Plan identified seven priority tracts for homestead development across the entire island. The priority tracts were further broken down into two development phases, Phase I (priority) and Phase II. In the East and South Region, only the Lower Pi`ihonua tract was identified as a Phase I priority for new homestead development. The Pana`ewa tract in the East Region and the Wailau tract in the South region were identified as Phase II priorities for new homestead development.

The Hawai`i Island Plan is in the process of an update. Beneficiary consultation meetings began in August of this year and a comment period followed, which closed on September 30. A total of three (3) rounds of beneficiary consultations will be conducted to gather input & guidance from our Hawai`i Island beneficiaries. The update is expected to be completed next fall and will include two briefings to the HHC, one with a draft of the update and one more with the final plan for HHC adoption.

## Honomū

DHHL initiated the planning and development process for new agriculture homesteads in its Honomū Tract in 2017. A Honomū Master Plan & Final Environmental Assessment was completed in 2019. Staff also requested HHC approval to amend the Hawai'i Island Plan land use designation for the DHHL Honomū tract. The original designation in the 2002 Hawai'i Island Plan for the Honomū tract was Supplemental Agriculture (756 acres) and was amended from Supplemental Agriculture to a mix of land use designations including Subsistence Agriculture (417 acres), Community Use (10 acres), Conservation (250 acres), Commercial (3 acres) and Special District use (40 acres). Planning Office staff will be in attendance for the upcoming Orientation Meeting for the Award Offering for Phase I, totaling sixteen (16) lots, scheduled for Saturday November 2, 2024. More about Honomū's planned development is covered in the Land Development Division's update.

## King's Landing

At its February 2022 regular meeting, the Hawaiian Homes Commission adopted the recommendations of the HHC Investigative Committee on King's Landing (Exhibit A). One of the recommendations of the Committee was to:

"Conduct the necessary due diligence to identify if homesteading is a viable option considering sea level rise and other environmental concerns and the anticipated length of occupancy of the land by homestead lessees, which is 199 years with an approved lease extension...As part of the due diligence process, staff should render a recommendation to the Commission as to whether King's Landing should be set aside for award as kuleana homestead lots, consistent with section 10-3-30, Hawaii Administrative Rules (HAR)..."

The Planning Office has worked to implement the Committee's recommendation by initiating a Kuleana Homestead Settlement Plan process for King's Landing in accordance with HAR 10-3-30. The Planning Office, with the assistance of a consultant, conducted due diligence studies and prepared a Kuleana Homestead Settlement Plan for King's Landing as well as an Environmental Assessment in accordance with HRS 343. The Final Environmental Assessment (FEA) was accepted by this Commission in September of this year. Following the acceptance of the FEA, it was



published in the October 8, 2024 issue of the Environmental Notice (found online here): [https://files.hawaii.gov/dbedt/erp/The\\_Environmental\\_Notice/2024-10-08-TEN.pdf](https://files.hawaii.gov/dbedt/erp/The_Environmental_Notice/2024-10-08-TEN.pdf))

## Regional Plan Updates

The FY24 budget for the Planning Office included funding to update three (3) regional plans on Hawai'i Island including two (2) regional plans in East Hawai'i. Consultants have been selected to complete the Waimea Nui, Maku'u and Keaukaha Regional Plan Updates. The FY25 budget for the Planning Office included funding to update the Ka'ū Regional Plan. The Planning Office is currently in the procurement process to select a consultant to complete the plan.

Planning Office staff have worked hard to improve the update process for our regional plans in order to provide more opportunity for beneficiary engagement, including increasing the number of beneficiary consultation meetings from three (3) to four (4) meetings and creating a priority project selection period which offers four (4) ways for our beneficiaries to participate in selection of those priority projects: online survey, hardcopy mailer, via telephone and email. We have seen significant increases in participation for selection of priority projects using this methodology, including 105 participants in selecting the priority projects for the update to the Kawaihae Regional Plan and 100 participants in the update to the Waimānalo Regional Plan. We are grateful for all of the participation we have received in recent updates and are hopeful that these options will also allow for robust beneficiary consultation with the planned updates to the Waimea Nui, Maku'u, Keaukaha and Ka'ū Regional Plans.

There is a total of 23 DHHL Regional Plans across the pae'āina. Regional Plan Updates come before the Commission twice, once in Draft format for information only, and once in Final format for adoption. These regional plans help DHHL staff and this Commission to better understand each of our homestead regions, and they help to direct DHHL resources, both staff time and funding, towards the priorities identified by our beneficiaries in each region. It is of the utmost importance that both the Department and this Commission prioritize the implementation of these priority projects and address the needs and concerns of our homestead regions.

DHHL Regional Plans Implementation Status

There are five DHHL regional plans in the East Hawai`i region. The implementation status of each of these plans is described below. Tables 2-6 below identify the "project champion" as well as summarizes the status of each regional plan priority project.

*Keaukaha Regional Plan*

The *Keaukaha* Regional Plan was adopted by the HHC in December 2010. Outreach with beneficiaries in the region through the planning process identified one priority project, the Keaukaha Hawaiian Community Pavilion.

Table 2: KEAUKAHA REGIONAL PLAN PRIORITY PROJECT	PROJECT CHAMPION	STATUS
Keaukaha Hawaiian Community Pavilion	KCA	In Progress. Conceptual design and drawings have been completed. NAHASDA assisted with NEPA EA. KCA would like to proceed with pavilion by Puhi Bay as a first step. DHHL to provide technical assistance as needed for pavilion. Last meeting between DHHL and KCA project representatives was in 2019 to discuss HRS 343 compliance.

The Keaukaha Regional Plan is scheduled to begin the update process early in 2025.

*Maku`u Regional Plan*

The Maku`u Regional Plan was adopted by the HHC in December, 2010. Outreach with beneficiaries in the region through the planning process identified the following priority projects:

- (1) Maku`u Farmers' Association Community Center

- (2) Maku`u Offsite Water System Phase 2
- (3) Sustainability & Renewable Energy Initiatives
- (4) Farm Plans, Capacity Building & Promotion of Agriculture
- (5) Lease Enforcement Provisions

Table 3: MAKU`U REGIONAL PLAN PRIORITY PROJECT	PROJECT CHAMPION	STATUS
Maku`u Farmers' Association Community Center - Site Preparation	MFA	In Progress. Completed HRS 343 EA in 2011. MFA is working on funding for construction.
Maku`u Offsite Water System Phase 2	DHHL	DHHL resumed discussion with Hawaii County DWS on a well development agreement. Project was in development but put on-hold due to 2015 lava flow. DHHL is exploring a partnership agreement with the County and funding opportunities to support water development.
Sustainability and Renewable Energy Initiatives	MFA	Not started.
Farm Plans, Capacity Building, and Promotion of Agriculture	MFA	CTAHR technical assistance is available to Maku`u lessees via a CTAHR Extension Agent.
Lease Enforcement Provisions	DHHL	In Progress. DHHL staff discovered 300+ abandoned vehicles on three (3) adjacent homestead lots in Maku`u in 2020. DHHL & the County partnered to remove these abandoned vehicles & debris that same year. The Enforcement Unit continues to actively respond to all cases that come to their attention.

The update process for the Maku`u Regional Plan is scheduled to begin in early 2025.

*Pana`ewa Regional Plan*

The Pana`ewa Regional Plan Update was adopted by the HHC in January 2017. Outreach with beneficiaries in the region through the planning process identified the following priority projects:

- (1) Project Kamoleao (12-acre community parcel)
- (2) Pana`ewa Park & Family Center Management
- (3) Agricultural Capacity Building - Marketing & Training Center
- (4) Traffic Calming & Safety Improvements on Railroad Avenue and Auwae Avenue
- (5) Hawai`i Island Plan Update for East Hawai`i

Table 4: PANA`EWA REGIONAL PLAN PRIORITY PROJECT	PROJECT CHAMPION	STATUS
Project Kamoleao	PHHLCA	In Progress. HHC approved project FEA FONSI September 2018.
Pana`ewa Park & Family Center	PHHLCA /DHHL / County Parks	In Progress. HHC approved issuance of license with County Parks and Recreation in 2016 subject to the County working out a park use agreement with PHHLCA. County, DHHL, and PHHLCA held an initial meeting in March 2017 to discuss the agreement.
Agricultural Capacity Building Marketing and Training Center	KPFA / DHHL	In Progress. UH-CTAHR CES agent has provided technical assistance and training to Pana`ewa agriculture homestead lessees. KPFA received a DHHL Regional Plan Priority Project Grant in FY 21 to develop master plan for Farmer's market site and FY 22 grant to complete an EA for master plan. KPFA also received federal funding for its farmers' market in 2022. KPFA submitted a land use request to DHHL to expand the area of its farmers' market from one (1) acre to 10.66 acres, the entirety of the DHHL parcel where the KPFA Farmer's Market is currently located. An ROE was approved by the HHC in January 2023 for due diligence. A Draft of the

Table 4: PANA`EWA REGIONAL PLAN PRIORITY PROJECT	PROJECT CHAMPION	STATUS
		EA was brought to the HHC in March 2023 for information only. The Final EA was issued a Finding of No Significant Impact (FONSI) by this Commission in June 2023.
Traffic Calming & Safety Improvements on Railroad Avenue and Auwae Avenue	DHHL / County / KPFA	KPFA conducted a meeting with County DPW-Traffic Division to assess options in addressing issue. DHHL sent a letter to State and County officials in August 2023 reminding them of the position that the HHC took in the adoption of the Pana`ewa Regional Plan update in 2017 regarding the beneficiaries' request that a Puna bypass or alternate route not be designed to go through an existing DHHL homestead community. Proposed Puna bypass routes have indicated the use of Railroad Ave., which would put undue stress on the existing homestead community and increase traffic and safety hazards for homesteaders.
Hawai`i Island Plan Update for East Hawai`i	DHHL	In Progress. Funds were budgeted in FY 23 to update the entire Hawaii Island Plan. The planning process for the update to the Hawai`i Island Plan began in August 2023 and is scheduled to be completed in Fall 2025

*Ka`ū Regional Plan*

The Ka`ū Regional Plan was adopted by the HHC in May 2012. Outreach with beneficiaries in the region through the planning process identified the following priority projects:

- (1) Support Development of Affordable Homestead Alternatives in Ka`ū
- (2) Create a Ka`ū Homestead Community Association
- (3) Obtain Additional Water for Homestead Lots in Kamā`oa, Pu`u`eo, and Wai`ōhinu
- (4) Protect and Preserve Cultural Sites & Natural Resources in Kamā`oa
- (5) Agriculture Homestead Leases at Wai`ōhinu and Pursue Partnership with DLNR for Hawaiian Homesteading

Table 5: KA`Ū REGIONAL PLAN PRIORITY PROJECT	PROJECT CHAMPION	STATUS
Support Development of Affordable Homestead Alternatives in Ka`ū	DHHL	DHHL has 40 residential lots in Discovery Harbor in Ka`ū, a huge majority of which are still vacant. At recent beneficiary consultations, DHHL beneficiaries shared personal experience where Ka`ū beneficiaries attempted to accept an award offer but expressed that the acceptance process was so challenging that they gave up. This needs more study from the PLO to see if we can better assist our beneficiaries or better streamline this process.
Create a Ka`ū Homestead Community Association	Ka`ū Beneficiaries	Completed. The Ka`ū Hawaiian Homestead Association was created in 2013 and received IRS 501c3 status.
Obtain Additional Water for Homestead Lots in Kamā`oa, Pu`u`eo, and Wai`ōhinu	DHHL	In Progress. DHHL completed Ka`ū Water Assessment. DHHL received \$1.5 million in CIP funds from legislature in FY 19 for plan, design, and construction. DHHL Phase I improvements are in progress and scheduled to be completed this year. Phase I includes a storage tank and filling station. Phase 2 has been contracted for design and archaeological work. Future phases will be necessary to install water laterals and meters for each of the 25 pastoral lots located along South Point Road that have been awaiting water since the 1980's.
Protect and Preserve Cultural Sites and Natural Resources in Kamā`oa	DHHL/Ka`ū	In Progress. South Point Resources Management Plan was adopted October 2016. HHC approved FONSI for Plan May 2018. HHC approved \$100k for South Point management in FY 22 budget. DHHL issued a procurement



Table 5: KA`Ū REGIONAL PLAN PRIORITY PROJECT	PROJECT CHAMPION	STATUS
		solicitation for security services at South Point in 2019 & 2020. No interested offerors submitted proposals for the solicitation. DHHL contracted an archaeological firm in 2021 to assist with developing a Standard Operating Procedure for community stewardship of Pu`u Ali`i Burial Mound. A site visit and review of the Draft NAGPRA POA and DHHL SOPs was conducted with lineal & cultural descendants & beneficiaries in December 2023. The Final versions are expected to be shared with stakeholders in the coming months.
Agriculture Homestead Leases at Wai`ōhinu	DHHL	In Progress. The BLNR approved transfer of the 380-acre Wai`ōhinu parcel to DHHL via Executive Order (EO) in February 2018. EO transfer to DHHL from DLNR completed and DHHL assumed day-to-day management of parcel in 2021. HHC approved a ROE Permit to the KHHA for agriculture education programs in May 2022 for a 5-acre portion. The AG opined that the title for these lands needs to be transferred to DHHL in order for 99-year homestead leases to be issued.

The Ka`ū Regional Plan is scheduled to begin the update process in early 2025.

*Kaūmana-Pi`ihonua Regional Plan*

The Kaūmana-Pi`ihonua Regional Plan was adopted by the HHC in May 2017. Outreach with beneficiaries in the region through the planning process identified the following priority projects:

- (1) Kaūmana-Pi`ihonua Community Center

- (2) Agriculture Sustainability - Community Pasture
- (3) Community Tool Shed and Work Days
- (4) Pest-Control Mitigation and Removal (Kaūmana Only)

Table 6: KAŪMANA-PI`IHONUA REGIONAL PLAN PRIORITY PROJECT	PROJECT CHAMPION	STATUS
Kaūmana-Pi`ihonua Community Center	Kaūmana & Pi`ihonua Associations and DHHL	In progress. Kaūmana and Pi`ihonua communities are looking at pursuing funding opportunities and potential sites.
Agriculture Sustainability - Community Pasture	Kaūmana & Pi`ihonua Associations and DHHL	In progress. Pi`ihonua association consulted with the Molokai community pasture group. Kaūmana and Pi`ihonua submitted land use request to DHHL in 2021 for community pasture area identified in the regional plan. Request being reviewed by DHHL staff.
Community Tool-Shed and Work Days	DHHL	Not Started.
Pest-Control Mitigation and Removal (Kaūmana Only)	Kaūmana Association	Not Started.

## ISLAND-WIDE HAZARD MITIGATION

### *Firebreak Project*

Following the wildfires in August 2023 that threatened homesteaders in Lahaina, Kohala and Ka'ū, DHHL increased its efforts to mitigate wildfire risk. Funding was provided by the State Department of Transportation (SDOT) for the firebreak in Kawaihae. DHHL's Land Management Division (LMD) provided funds for the firebreaks in Ka'ū, and 'Āina Mauna funds were used for the firebreaks on the 'Āina Mauna lands. All of these projects were completed with the oversight of LMD staff. Approximately 4 miles of firebreaks were created in Kawaihae near our Kailapa homestead. Figures 1-3 below show the firebreaks that were created following the August 2023 wildfires.

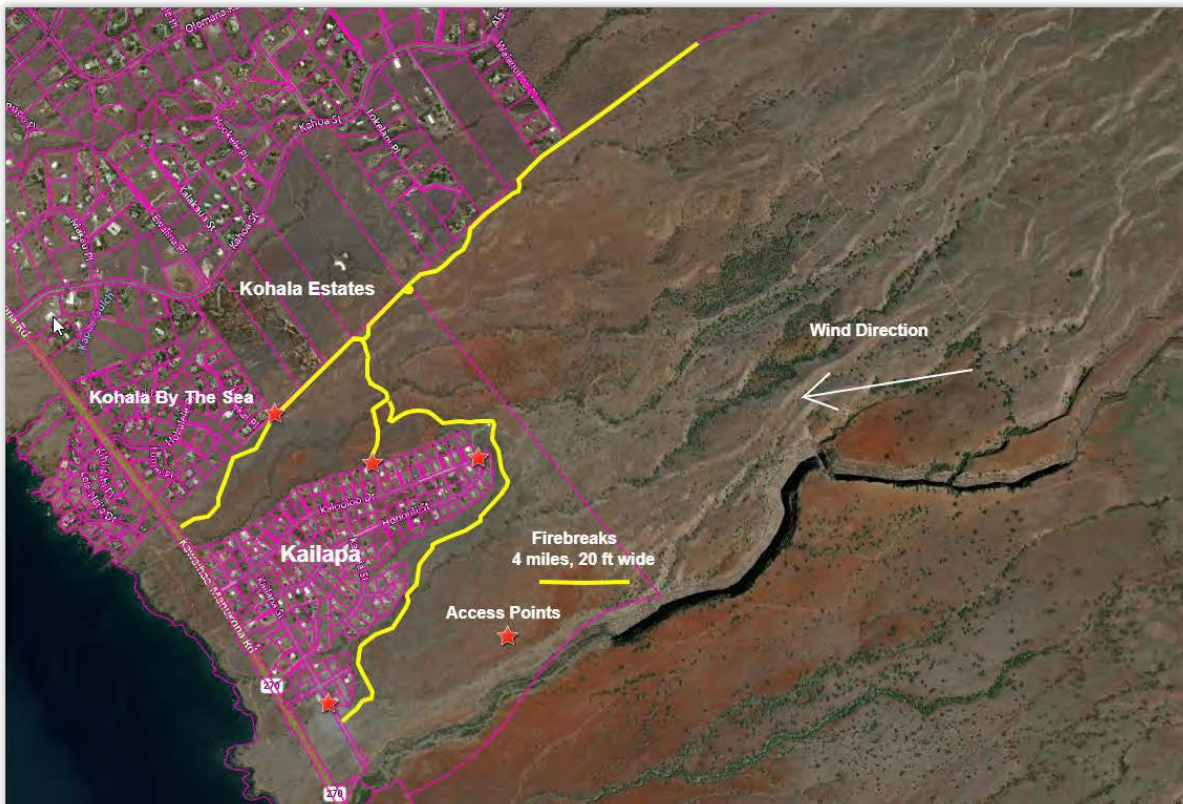


Figure 1 - Kawaihae Firebreak Map

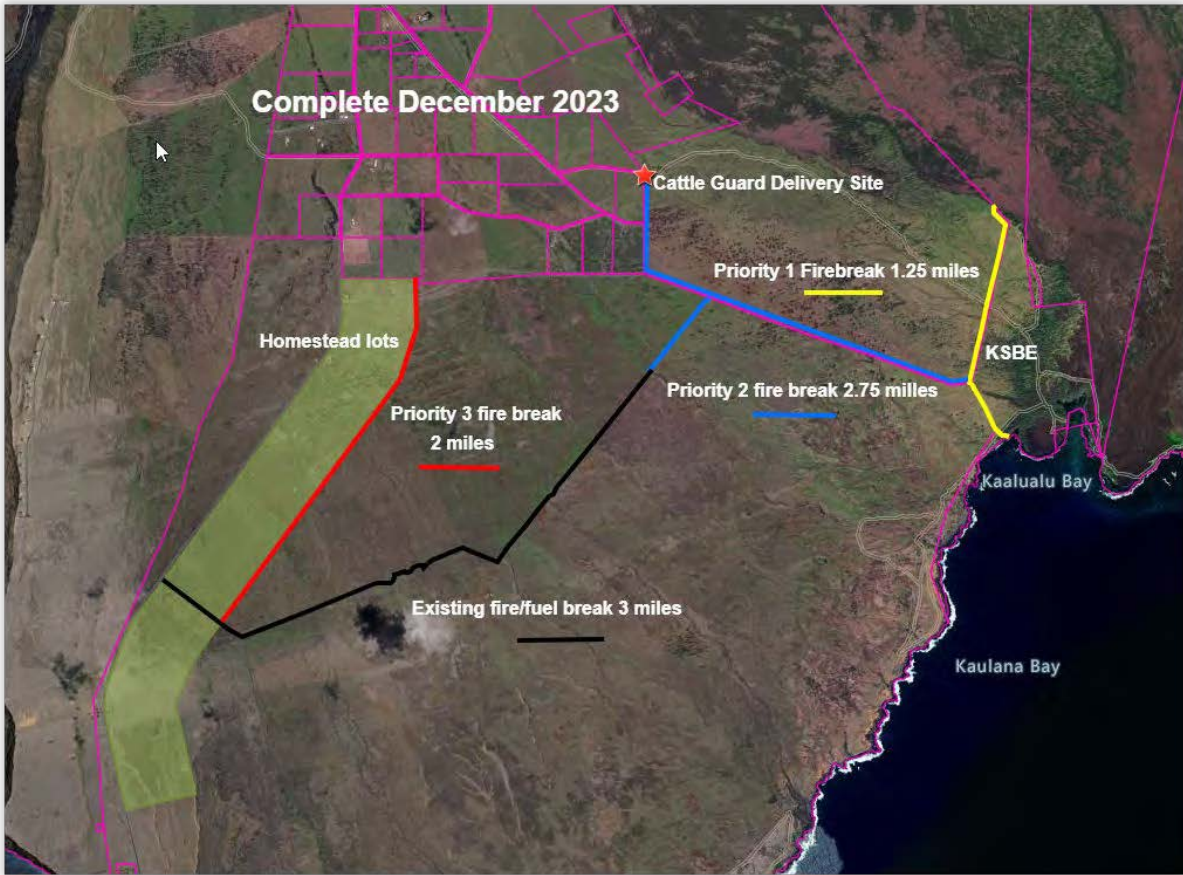


Figure 2 - Kaū Firebreak Map



Figure 3 – ‘Āina Mauna Firebreak Map

The Pacific Fire Exchange compiled fire perimeter data between 1999-2022 and ignition points from 2005-2020. Statewide fire risk areas are available through the Hawai'i Statewide GIS Program. The Planning Office's GIS Specialist worked to download the available data, mirror the symbology, and add our land inventory layers to the maps. These maps are included as Exhibit B.

*Waimea Nui Emergency Operations Center Project*

In September 2023, DHHL was awarded a grant from the Department of Defense, Office of Local Defense Community Cooperation for the Waimea Nui Emergency Operations Center (EOC) project totaling just over \$6.8M in federal funds. This project is sited on the Waimea Nui Community Initiative Parcel, a 161-acre parcel in Pu'ukapu designated for community use. This project will be implemented in collaboration with the Waimea Nui Community Development Corporation (CDC) and will include paving two miles of road, installing 1500 feet of an 8' lateral water line, supporting the installation of electric and telecom lines and constructing a 7,000 sq. ft. steel structure to house

the Emergency Operations Center. This structure will be a warehouse facility that will house the equipment and supplies for emergency response to hazards, including wildfire, and will also include software that allows for real-time aerial imagery of the wildfire that can be used to better coordinate emergency response between all the relevant agencies and entities in the Kohala region including, State, County and Army personnel. Construction is scheduled to start in November of this year.

*DHHL Kohala Moku Marine Sediment Reduction Project*

The State of Hawai'i Department of Hawaiian Homelands (DHHL), in collaboration with the University of Hawai'i Sea Grant College Program (Hawai'i Sea Grant), have worked to develop a plan to mitigate and reduce the terrestrial erosion from DHHL lands in Kawaihae and resulting sedimentation of the reef and nearshore coastal ecosystems of Kohala. The planned mitigation efforts are based on years of planning, research, and management in collaborative efforts including Kohala Coastal and Kohala Watershed Partnerships.

The Nearshore Marine ecosystems of Kohala have been severely impacted by erosion and sedimentation due to overgrazing, fires and other human related land uses. Pelekane and Honokoa Watersheds have been identified as primary and major sources of marine sedimentation of the Kohala coast from Pelekane Bay to Upolu Point. Runoff and erosion from DHHL lands in Kawaihae contribute significant amounts of sediment to both Pelekane Bay and Honokoa Gulch, making the responsible management of DHHL lands vital to the health of the Kohala coast marine environment. DHHL expects to receive \$2M in grant funding from NOAA for this project.

Marine Sediment Reduction will be accomplished by:

- Excluding feral goats from Honokoa Gulch and riparian areas through 45,000 feet of ungulate fencing.
- Establishing a 5-mile firebreak protecting Kawaihae communities as well as the Honokoa Watershed from fire, which contributes greatly to erosion by eliminating vegetation.
- Providing 11,000 feet of fencing infrastructure to support vegetation management and wildfire mitigation through grazing of 310 acres surrounding the Kailapa community.

Four-foot high woven (hog) wire fencing would be installed on both sides of Honokoa gulch approximately 300 feet from the gulch edge. On the south side of Honokoa a 20-foot-wide firebreak would be installed with heavy machinery prior to fencing along fence alignment to protect Kawaihae communities from fire and as an access way for Honokoa Corridor construction and long-term management. See Figure 4 below.

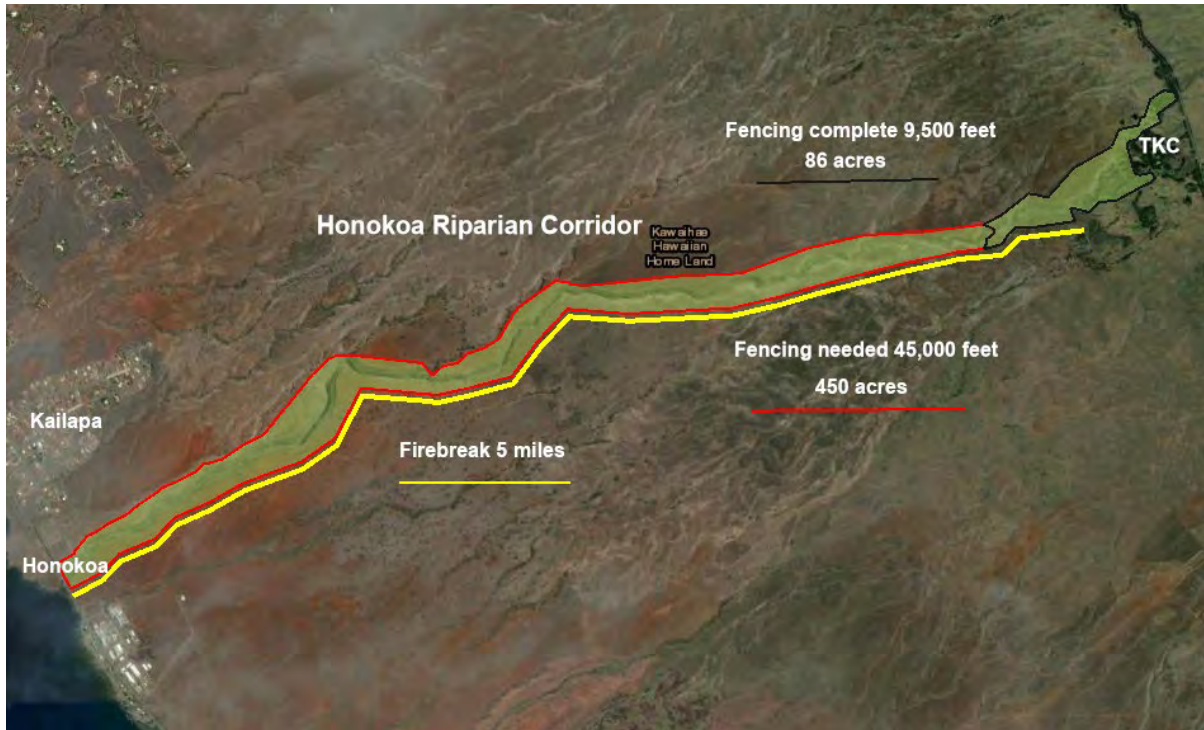


Figure 4 - Honokoa Riparian Corridor

The Kawaihae Community has been identified as extremely high risk due to dry and windy conditions and its location on the wildland/urban interface. Kawaihae has experienced many fires that have threatened homes and property. Currently the vegetation surrounding the DHHL Kailapa community is unmanaged. Besides threatening homes and property, fire-burned landscapes have been shown to greatly increase erosion, and sediment surrounding Kailapa flow into Kai'ōpae and Honokoa streams. By installing fencing infrastructure and working with the community to find a partner to manage grazing, fire fuels can be managed long-term while producing food and empowering the community to manage the land surrounding their homes.

Four-foot high woven (hog) wire fence would be installed along homestead lease boundaries, creating a 310-acre pasture.

Community members or partners would obtain and manage livestock at their own expense including identifying a water source for livestock. Heavy duty, wide entrance gates will be needed to secure the area from trespass, contain livestock, and provide suitable access for emergency vehicles and machinery. See Figure 5 below.



Figure 5 - Kailapa Fire Fuels Pasture

### Next Steps

The Planning Office is in the process of procuring a consultant this fall to assist in the preparation of a Disaster Preparedness/Hazard Mitigation/Community Resilience Plan for Hawaiian Home Lands, statewide. Planning is anticipated to begin in late 2025 or early 2026.

### Recommendation

For information only. No action required.



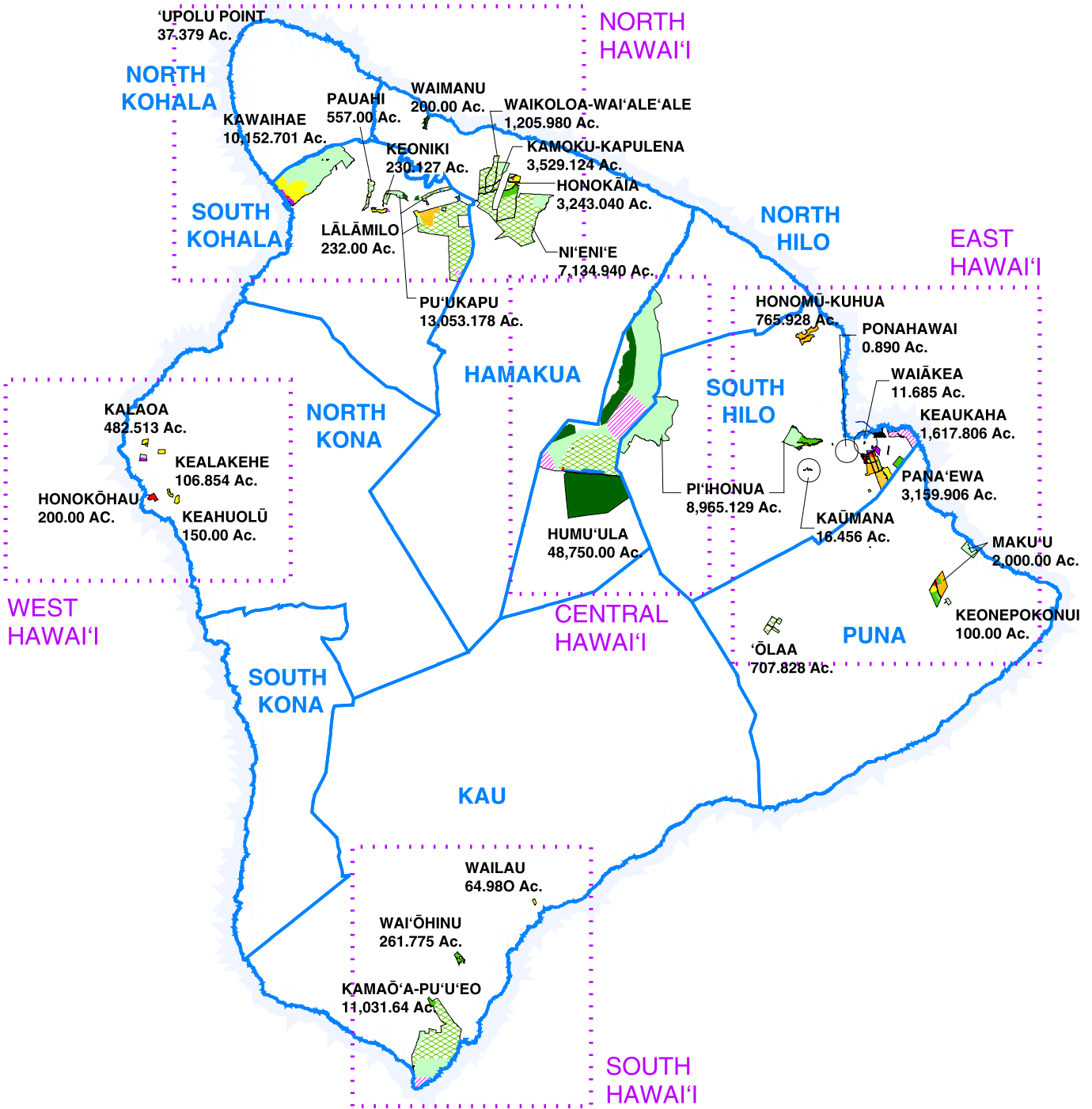


Figure 1  
 Locational Map  
**HAWAII LAND INVENTORY**  
 DEPARTMENT OF HAWAIIAN HOME LANDS ISLAND OF HAWAII

NORTH

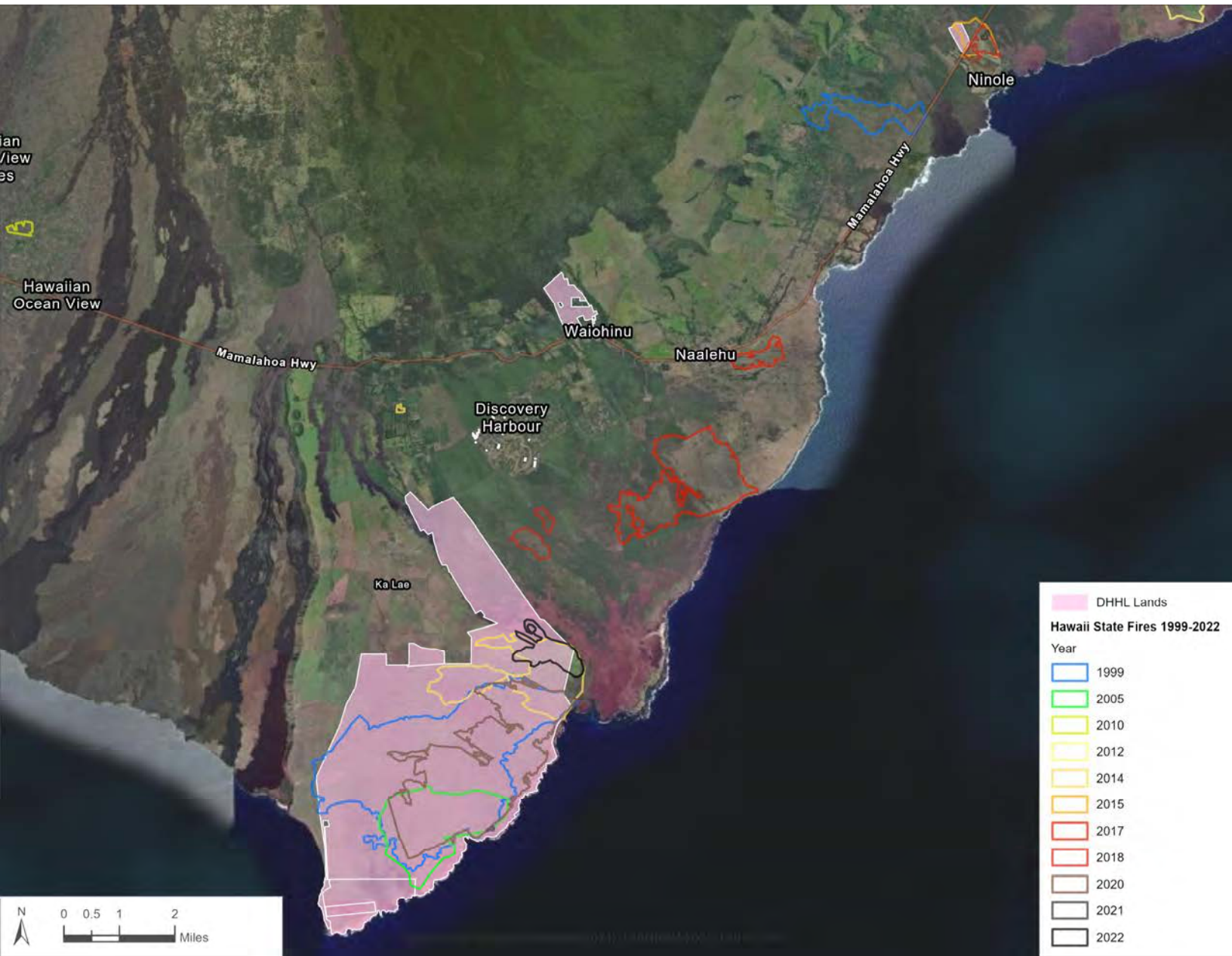
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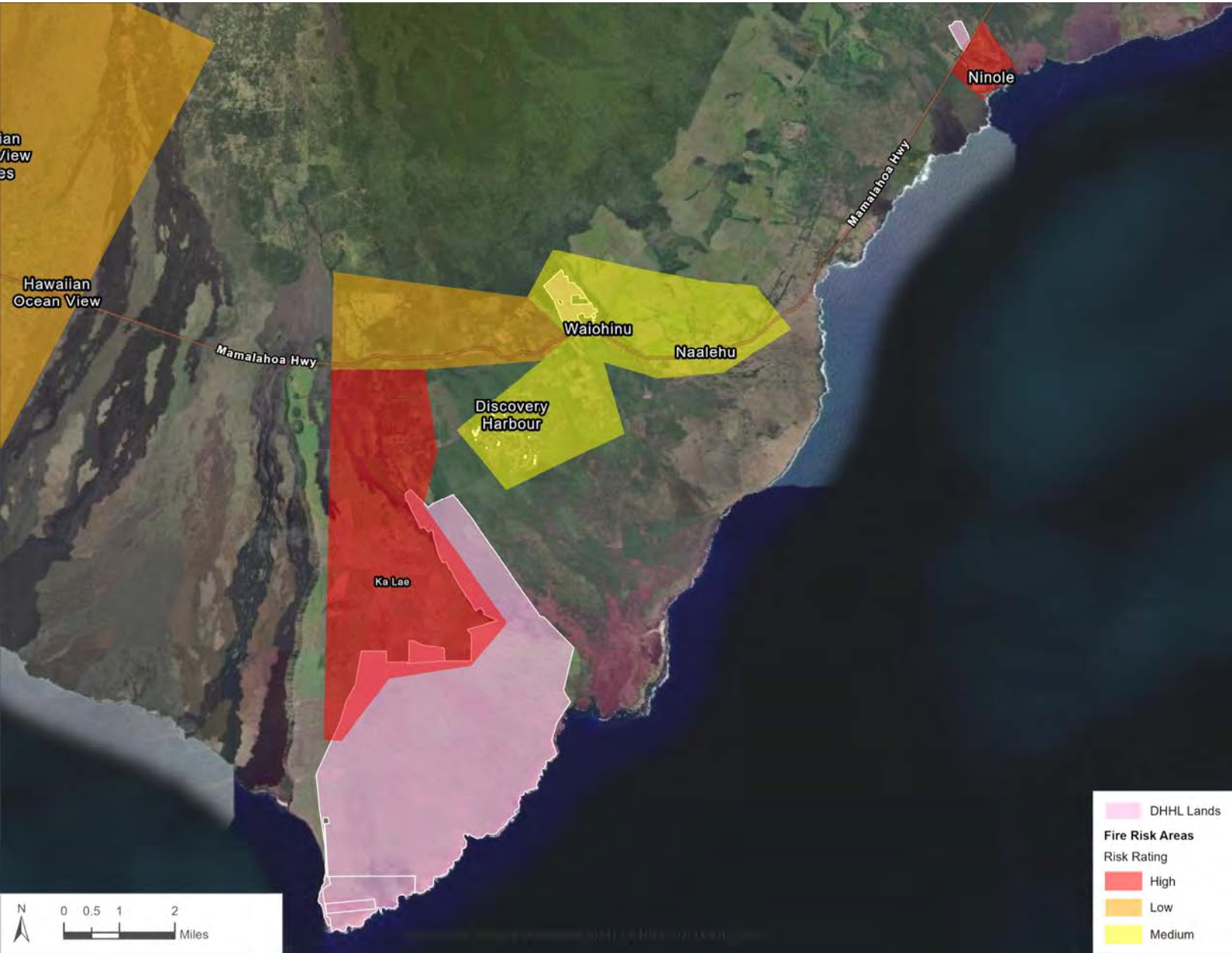
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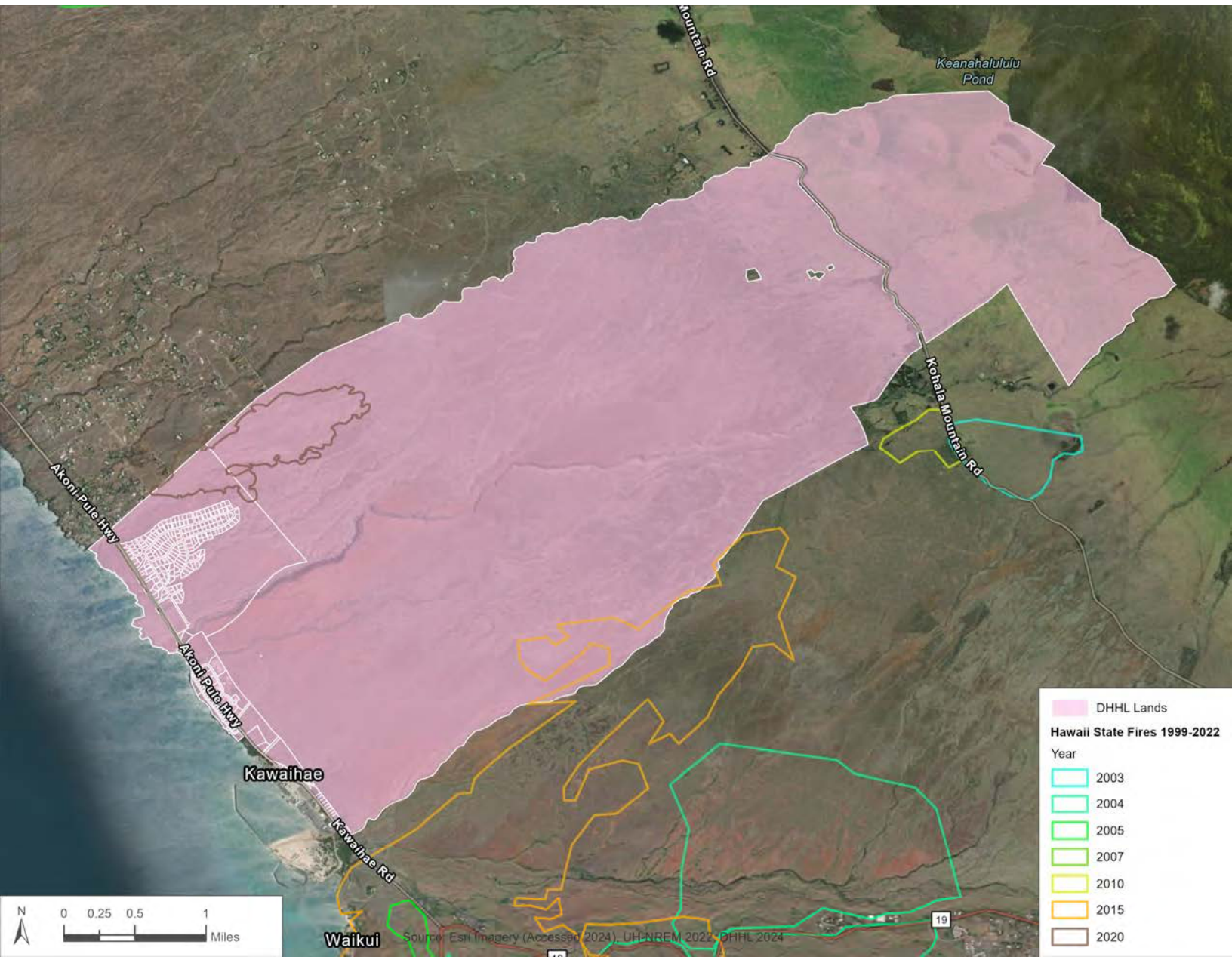
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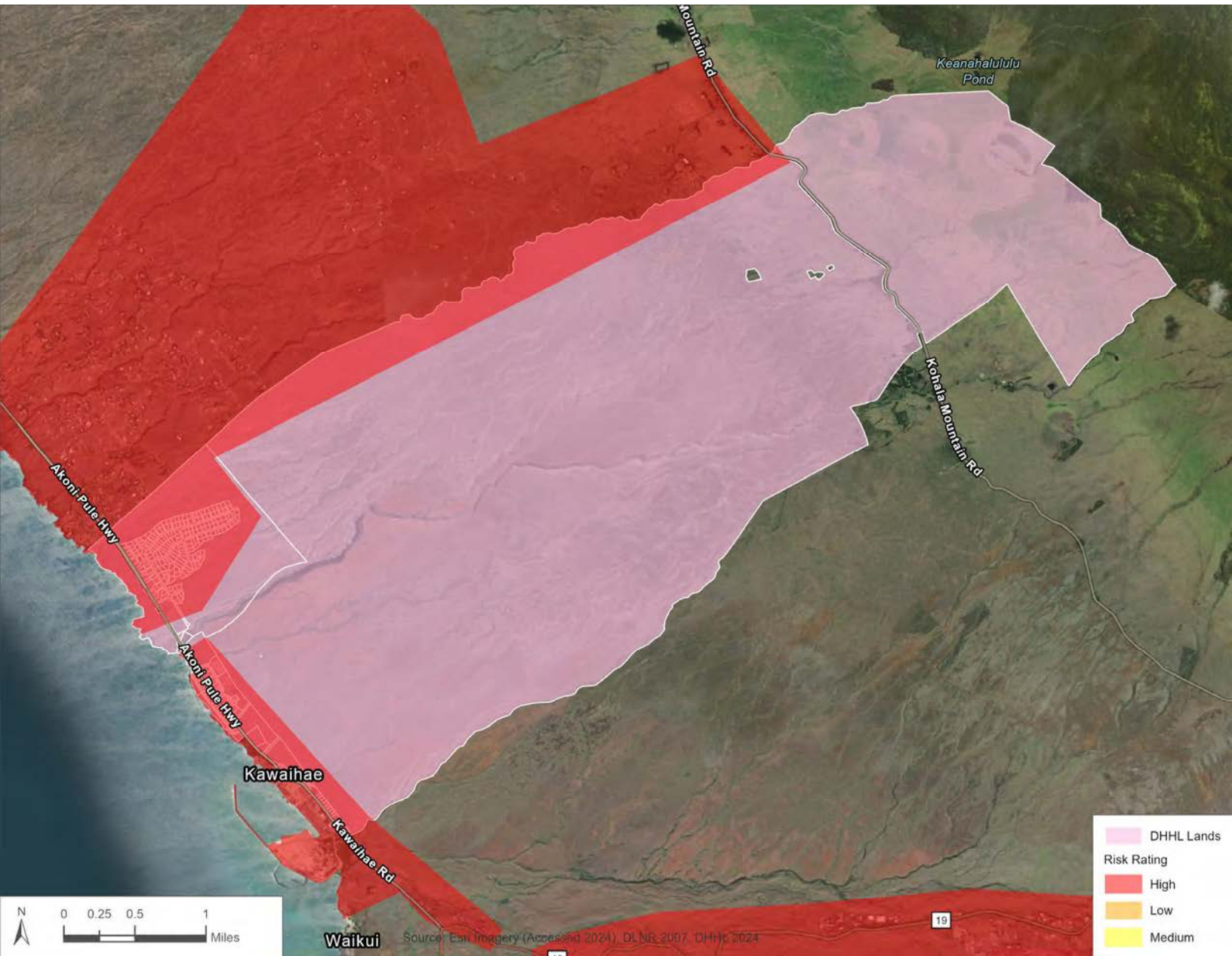
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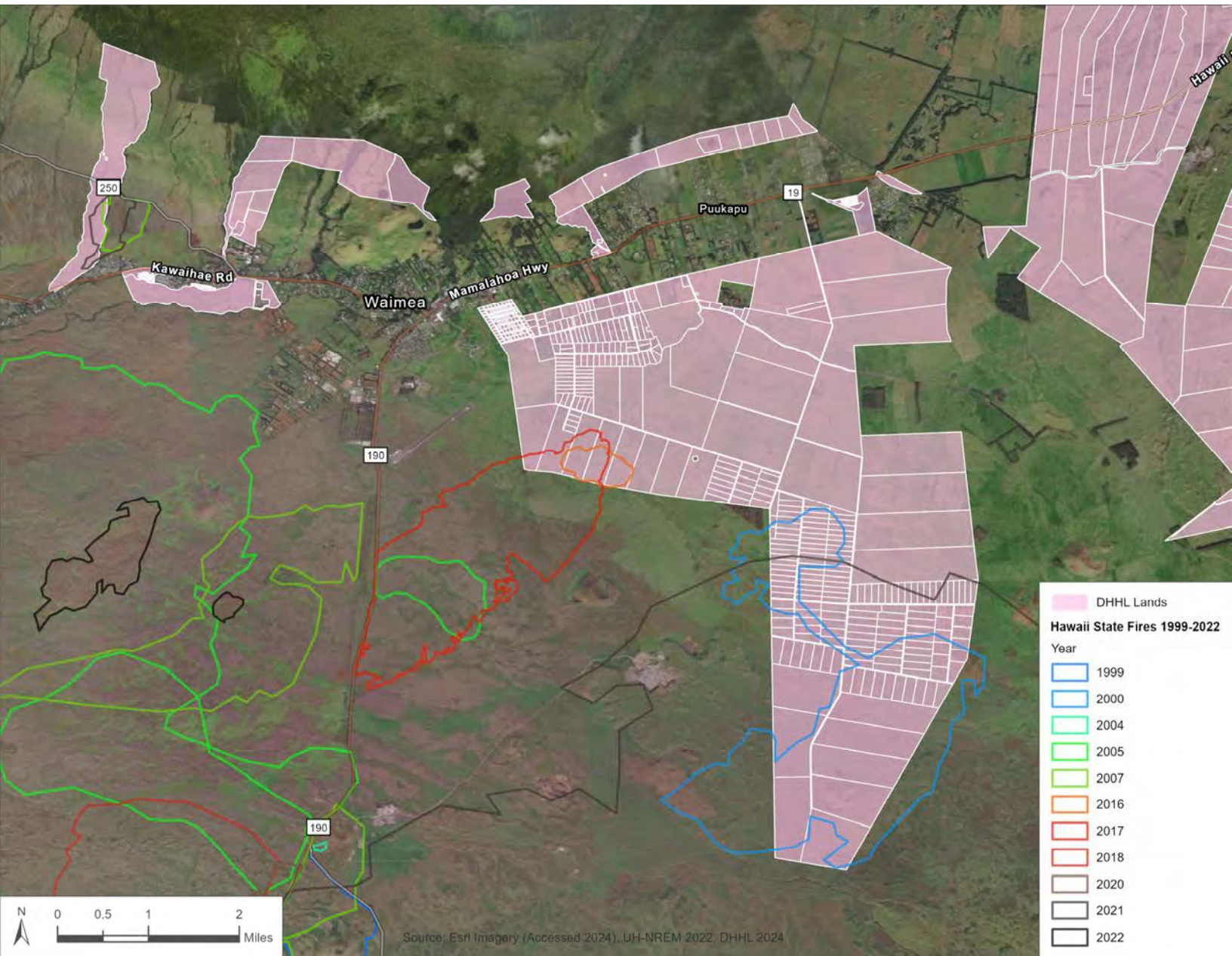


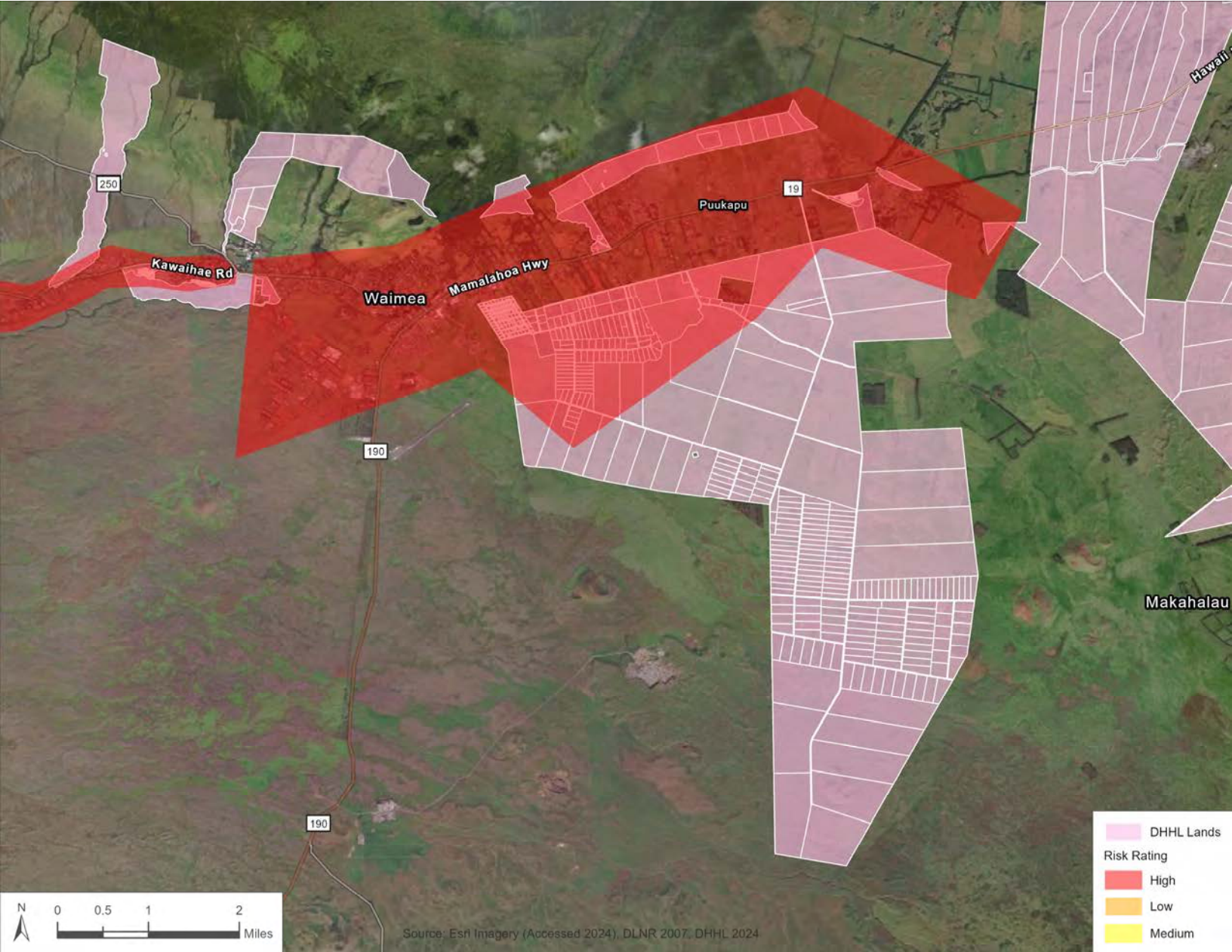














STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21 & 22, 2024

To: Chairman and Members, Hawaiian Homes Commission (HHC)  
From: Cherie-Noelle Ka'anana, Water Program Specialist  
Through: Andrew H. Choy, Planning Program Manager  
Subject: East Hawai'i Water Projects Update

RECOMMENDED MOTION/ACTION

None; for information only.

DISCUSSION

This submittal to the Hawaiian Homes Commission (HHC) provides an update of water issues and projects of significance to beneficiaries and the Department of Hawaiian Home Lands (DHHL) in East Hawai'i. It is submitted in furtherance of the HHC Water Policy Plan (WPP) Goal 1, to "Affirmatively communicate with beneficiaries regarding water decisions, performance, and water rights on a regional and annual basis."

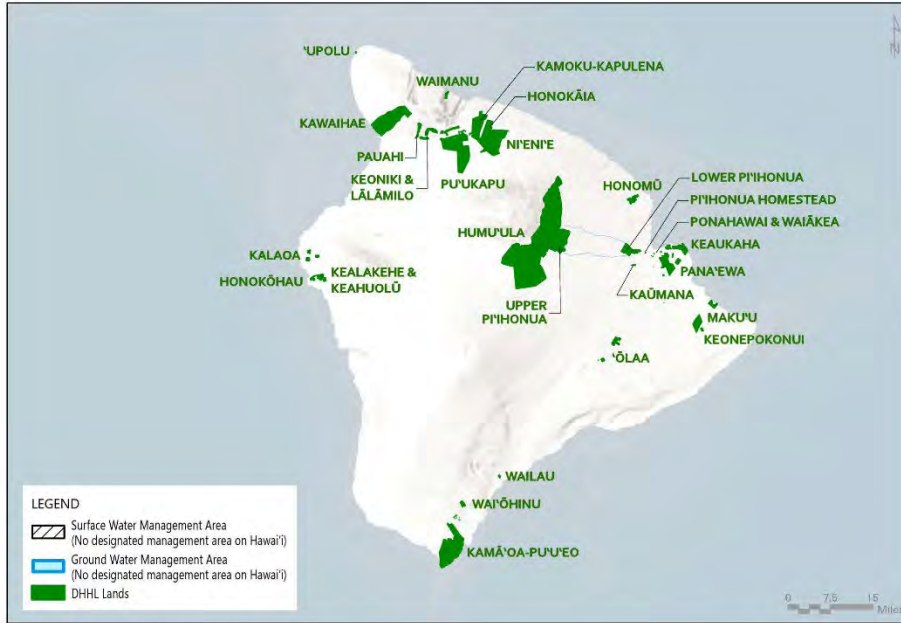
This submittal is also prepared in the context of our overall efforts to fulfill the responsibilities of the HHC and DHHL as they relate to water. An overview of this context is included as Attachment A: BACKGROUND AND OVERVIEW OF HHC AND DHHL WATER KULEANA.

A general overview of DHHL tracts and implementation of plans DHHL is provided in the status update on Plan Implementation in East Hawai'i. This submittal focuses on the following:

- I. DHHL Water Demands and Reservations
- II. Update on the Wailuku River proposed state water lease
- III. Update on proposed state water leases in Ka`ū
- IV. Ka`ū Water Filling Station
- V. Changes in the State's Permitting Process for Well Construction Pump Installation Permits

VI. Related Work with Beneficiaries and Capacity Building to Secure Water Resources and Address Water Issues

Figure 1. Map of DHHL Lands in East Hawai'i



DESIGNATED WATER MANAGEMENT AREAS  
ISLAND OF HAWAII

DEAR COMMISSION OF WATER RESOURCE MANAGEMENT | 5-17-2023



**I. DHHL Water Demands and Reservations**

As described in more detail in Attachment A, water reservations are a means for the Commission on Water Resource Management (CWRM) to protect or set aside water for DHHL future needs in various areas. While converting these reservations into “wet water” flowing into homesteads requires planning, financing, environmental review, and design, securing reservations for our future use remains a critical step in securing water for future homesteads and related DHHL needs.

***DHHL Calculation of Future Water Needs***

The DHHL Planning Office, in cooperation with other parts of DHHL and other agencies, calculates future water needs for all of our tracts by first reviewing the land use designations made by the HHC through the General Plan<sup>1</sup>, in the DHHL Island Plans<sup>2</sup>, and Regional Plans<sup>3</sup>, as well as any detailed development

<sup>1</sup> [221123-DHHL-General-Plan-Final-Draft\\_Adopted.pdf \(hawaii.gov\)](#)

<sup>2</sup> [Microsoft Word - inside cover.doc \(hawaii.gov\)](#)

<sup>3</sup> [Department of Hawaiian Home Lands | Kaua'i Regional Plans](#)

plans that are created as tracts move into homestead and other development. Other information about land characteristics in each tract that could impact future water demands is also considered.

Each particular land use designation for a tract (e.g. residential, commercial, pastoral), and any supporting information in the respective plans (e.g. acreage or unit counts) are then used, along with applicable water demand standards, to calculate water demands. Applicable water demand standards include:

- County water system standards<sup>4</sup> for the respective county in which the tract is located;
- For general agricultural land use designations, standards in the current approved state Agricultural Water Use and Development Plan<sup>5</sup>, unless more specific information is available from other CWRM determinations for the particular area
- Lo'i kalo water demands as determined by the Office of Hawaiian Affairs and the US Geological Survey in the 2007 study<sup>6</sup> of water use in wetland kalo cultivation.

A comprehensive examination of plans and land use designations across all tracts, along with associated water demands, was undertaken by DHHL and staff and consultants with the Department of Land and Natural Resources Engineering Division for the 2017 State Water Projects Plan (SWPP), adopted by CWRM in May 2017. A subsequent update to the SWPP adopted by CWRM in 2020<sup>7</sup> also included all of the previous calculate demands for DHHL. The notable difference between the calculations in the SWPP and ultimate DHHL needs is that the SWPP looks at a 20-year time demand, but DHHL needs go beyond that time horizon.

### ***DHHL Water Needs East Hawai'i Tracts***

Based on the data in the 2020 SWPP and other regional plans, the potable and non-potable 20-year projections of medium range water needs for DHHL's East Hawai'i tracts are as follows (in millions of gallons per day [MGD]). *This notably does not*

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<sup>4</sup> [Water System Standards - Board of Water Supply](#)

<sup>5</sup> [Cover Page - Dec 04.jpg \(hawaii.gov\)](#)

<sup>6</sup> [Water Use in Wetland Kalo Cultivation in Hawai'i \(usgs.gov\)](#)

<sup>7</sup> [swpp2020.pdf \(hawaii.gov\)](#)

include long term non-potable irrigation demands, which the SWPP calculated but did not consider as "twenty-year demands".

**Table 1. DHHL Water Needs for East Hawai'i**

<b>Tract</b>	<b>Potable (MGD)</b>	<b>Non-potable (MGD)</b>	<b>Total</b>
Keaukaha/Waiākea/Pana`ewa	1.6880	1.3838	3.0718
Lower Pi`ihonua	0.1400	1.5946	1.7346
Honomū-Kuhua	0.0832	2.2610	2.3442
Maku`u-Keonepoko	0.6600	3.3830	4.0430
`Ōla`a-Kurtistown	0.0377		0.0377
Humu`ula-Pi`ihonua	0.2496	4.3720	4.6216
<b>Totals</b>	<b>2.8585</b>	<b>12.9944</b>	<b>15.8529</b>

***Existing East Hawai'i DHHL Water Reservations by CWRM***

CWRM can act to reserve water for DHHL on its own action, when petitioned for action by DHHL, or when required in response to a request for another party to lease or license state waters under HRS 171-58. In designated water management areas, CWRM has adopted reservations of water through a rule making process under HRS 174C-49(d). For non-designated areas, CWRM has reserved water during regular meetings under HRS 174C-101. Based on a request by DHHL and by CWRM action, the following reservations have been secured. Water was reserved from either the Aquifer System Area underlying each tract(a Ground Water Hydrologic Unit (GWHU) or the Surface Water Hydrologic Unit (SWHU) in which our lands lie.

**Table 2. DHHL Reservations Granted by CWRM**

<b>Aquifer System Area</b>	<b>Date of Reservation</b>	<b>MGD Reserved</b>
Wailuku SWHU	3/17/2020	1.6
Hakalau GWHU	9/18/2018	0.083
Onomea GWHU	9/18/2018	0.25
Hilo GWHU	9/18/2018	0.492
Kea`au GWHU	9/18/2018	1.336
`Ōla`a GWHU	9/18/2018	0.025
Pāhoa GWHU	9/18/2018	0.66

## ***Limitations of Reservations of Water***

Reserving adequate water for the future needs of DHHL is mandated by the state Water Code (HRS Ch 174C), and progress on establishing reservations adds important legal protections to beneficiaries' future water needs. However, there are limits to what reservations are (and are not), and the kinds of issues that they can address. While water reservations set aside some water for allocation by the Commission on Water Resource Management (CWRM) to any other party, there are limits:

- Reservations do not instantly result in "wet water" being available to DHHL and beneficiaries. Water development requires:
  - Funding for water exploration and development
  - Environmental review
  - Development of source, storage, and transmission
  - Development of operations plans or agreements
- In Water Management Areas (WMAs) of the state there is an enforcement mechanism for protecting DHHL uses and reservations because all required Water Use Permits are "subject to the rights of DHHL". There are, however, no WMAs on Hawai'i island.

## **II. Update on Wailuku River (Hilo) Proposed State Water Leases**

In previous submittals on East Hawai'i water projects and issues, the HHC and beneficiaries have been briefed on a long standing request by the Hawai'i Electric Light Company (HELCO) to secure a long-term lease of water from the state to continue to operate a hydroelectric plant on the Wailuku River in Hilo. The previous long term water license expired and use has been extended via month to month revocable permits. HELCO has sought to convert their revocable permits to long term leases under HRS § 171-58. During this process DHHL has worked to protect related rights held by the HHC, DHHL, and beneficiaries. HRS section 171-58 (g) requires that:

The department of land and natural resources shall notify the department of Hawaiian home lands of its intent to execute any new lease, or to renew any existing lease of water rights. After consultation with affected beneficiaries, these departments shall jointly develop a reservation of water rights sufficient to support current and future homestead needs. Any lease of water rights or renewal shall be subject to the rights of the

department of Hawaiian home lands as provided by section 221 of the Hawaiian Homes Commission Act.

The DHHL and its beneficiaries have three distinct interests when proposed water leases under HRS § 171-58 are sought by private parties and considered by the BLNR:

- First, DHHL has a right to have water reserved for its future use before any lease is issued;
- Second, our beneficiaries may exercise constitutionally protected traditional and customary practices relate to the water that the state seeks to lease; and
- Third, there is a constitutional right to thirty percent (30%) of the revenue generated by water leases.

DHHL staff and consultants have been working closely since 2016 with our beneficiaries, staff from the Department of Land and Natural Resources (DLNR), and other potential lessors in order to protect all these rights, with some but not complete success. These actions and outcomes are described respectively below:

*Water reservations.* A water reservation set aside is a set aside of water for current and foreseeable development and use, in this case by DHHL. On August 15, 2017, a Beneficiary Consultation Meeting was held in Hilo to discuss HELCO's desire to continue to use the water to operate the two hydroelectric plants at lower Pi`ihonua. The Beneficiary Consultation Report & Recommendations for DHHL's water reservation was approved by the HHC at its October 2017 meeting. This surface water reservation was considered by Commission on Water Resource Management (CWRM) and was approved on March 17, 2020, for 1.6 mgd.

*Traditional and customary rights that may be impacted by the proposed lease.* In the particular case of the water lease sought here, DHHL is currently unaware of any such practices, or rights associated with these practices, that could be affected. This is due in large part because of the significant abundance of water in this River. The published final Environmental Assessment developed by HELCO was reviewed by DHHL and identified no such rights. DHHL does not anticipate any particular actions in this instance on that issue.

*30% of water lease revenue.* DHHL has extensively discussed with HELCO how DHHL is entitled by Constitutional provision to 30% of the revenue generated by state water leases (Hawai`i Constitution Article XII Section I). DHHL has advocated for a

costs-avoided method whereby charge for the license would be a function of the amount HELCO saves by using hydroelectric sources rather than another power source such as oil. In August of 2022, the Board of Land and Natural Resources (BLNR) considered the long-term lease and DHHL requested a contested case hearing (CCH) on the matter. The BLNR denied the CCH request at that hearing and approved the lease.

While DLNR staff have approval to announce a public auction for this lease, this has not occurred as of this writing. DLNR staff believe that a public announcement of auction should occur within the next twelve months.

The manner in which the BLNR set the lease revenue excluded a charge for watershed management from being part of the base rent. Subsequently to the denial of our CCH, DHHL has requested from the Attorney General an opinion regarding the exclusion of that revenue from being part of what is due to DHHL.

### **III. Update on Proposed State Water Licenses in Ka`ū**

In the same process under state law described above, private land owners and water users have been seeking the conversion of revocable permits to long term leases for various water sources emanating from state lands in Ka`ū. A beneficiary consultation report and authorization to seek reservations of water for DHHL lands was accepted and passed by the HHC in October 2019. See Submittal G-3 from the October 2019 HHC meeting for further information.

The Covid-19 Pandemic, loss of DHHL water staff, shifting priorities in the Land Division of DLNR, and other matters led to a long stall on progress towards issuing these leases. Given the long time laps, the Planning Office intends to renew beneficiary outreach on these matters prior to requesting the needed reservations from CWRM. DHHL staff have remained in contact with the relevant DLNR staff to help ensure inclusion of the Department and our beneficiaries when those matters resume.

### **IV. Ka`ū Water Filling Station**

The Kamā`oa Pastoral Lots in Ka`ū, comprising of 25 lots at approximately 25 acres each, currently have 24 lessees facing challenges due to limited water availability for pastoral activities. These lots were awarded as a part of the "acceleration" period and were originally intended to have

access to necessary infrastructure. Beneficiaries have expressed the need for the completion of this project for decades.

The Hawai'i County Department of Water Supply (DWS) operates a public water system that extends through the lots, and currently serves four meters on beneficiary lots. To assist the DWS in providing water to our beneficiaries, DHHL has received Capital Improvement Funds from the State Legislature for the design and construction of Ka'u Water System Improvements.

The Land Development Division is currently constructing Phase I of these improvements. This phase involves the installation of a 100,000-gallon concrete reservoir as an improvement to the DWS water system and a new meter for DHHL to become a customer of the DWS. The meter will service a filling station that is intended as a temporary solution to provide non-potable water to the 24 Kamā'oa lessees until individual water laterals can be established. Future Phases will make improvements to the system, increasing the system's capacity, realigning the water main (to within the roadway right-of-way, and out of the lots) and installing laterals for the Kamā'oa pastoral lots to have water meters to each lot.

In October 2024, the Planning Office conducted outreach to gather additional feedback on filling station preferences. Lessees expressed a desire for a rapid fill option to fill their large water totes and water trucks, as a 5/8-inch spigot would take a long time for each individual lessee to fill. Based on this information, the project will include the construction of a 5,000-gallon water holding tank and a two-inch hose to facilitate efficient water delivery, which will remain owned and maintained by DHHL. A common preference among lessees is to utilize the filling station twice a week. Water rates are anticipated to align with DWS water rates and will require an amendment to the Hawai'i Administrative Rules and an adoption of a water rate schedule. This phase of project remains in progress and aims to conclude as soon as possible. This is highly desired by our Ka'u beneficiaries and will require DHHL to continue to work on allocating resources, both staff time and funding, to implement Phase II.

**V. Changes the State's Permitting Process for Wells and how that Impacts Beneficiary Rights**

In 2023 a proposed commercial water bottling plant was proposed for Hilo, but subsequently the proposal was withdrawn.



This was the second time in this area there was a proposed plan to develop water from a "deep confined aquifer", a layer of confined fresh water that lies below salt water in this area that if unimpeded flows to springs below the ocean surface off shore. Some controversy and concern that arose with this proposal is resonant with issues raised regarding plans to develop municipal scale wells in North Kona to exploit similar deep confined aquifers in that area.

These unprecedented proposals gave rise to beneficiary interest in how the state currently characterizes aquifers in East Hawai`i, how it approves wells into those water sources, and how DHHL, HHC, and beneficiary concerns and rights can be considered. This final section updates the initial briefing on these issues addressed in the 2023 East Hawai`i Water Projects update to the HHC.

### ***How CWRM characterizes East Hawai`i Aquifers***

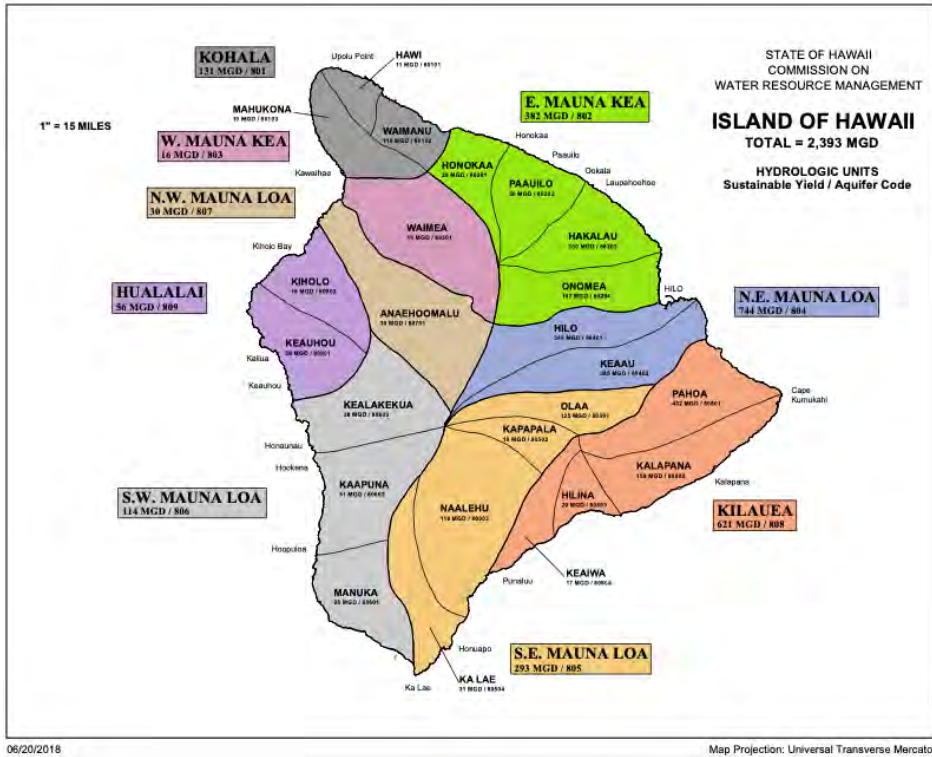
While East Hawai`i is famous for both its abundant fresh water and its young and complex geology, the state CWRM characterizes and sets Sustainable Yields for aquifers in this area in much of the same way it does across the archipelago.

The CWRM sets aquifer boundaries - their best estimation of distinct groundwater basins - in a part of the Hawai`i Water Plan called the Water Resources Protection Plan. It draws those lines on maps based on geological features that can be seen on the land surface. Their aquifer map of Hawai`i Island appears below as Figure 2.

They also calculate Sustainable Yields(SY) for each of those aquifers. They assume all ground water in each aquifer is a "basal aquifer" - fresh water floating on salt water. They then use a simple math equation to estimate what percentage of "recharge" - water like rain or fog that flows into the ground - can be withdrawn from wells in the area before those wells would begin to draw up salty water below the fresh water.

This assumption that all water is in a basal lens misses unique characteristics of an area like lava tubes, deep confined waters, and other areas higher in the mountains where areas of harder lava or ash may impede ground water flow. It does not explicitly account for a number of things, like variations in rainfall, in where and how deep and large wells are, and other matters.

Figure 2. CWRM Hydrologic Units, Island of Hawai'i



**How CWRM manages wells into East Hawai'i Aquifers**

In all areas of the state, CWRM requires anyone wanting to develop a well or install or replace a well pump to receive a Well Construction / Pump Installation Permit (WCPIP). Until recently however (addressed more below), those permits have been reviewed only by CWRM staff, received minimal public notice, and not required the proposed user to analyze how their uses may impact Public Trust uses of water, such as DHHL's reservations.

Only in "Designated" water management areas - none of which exist on Hawai'i Island - are well developers also required to receive a Water Use Permit. Unlike the WCPIPs, these permits are publicly noticed and decided on, and require analysis of how their uses may impact Public Trust uses of water, such as DHHL's reservations.

**Deep Confined Aquifers**

Recent drilling projects, particularly in areas like Keauhou (Kona) and Hilo on Hawai'i island, have identified deep confined aquifers containing freshwater below saltwater. These aquifers are characterized by their high pressure. Deep confined aquifers

are thought to form when rainwater infiltrates through permeable layers of rock and becomes trapped beneath impermeable layers, such as lava or ash. Some parties have contended these poorly investigated aquifers represent a significant untapped resource, with the potential to provide a reliable and sustainable source of water, especially in areas facing water scarcity.

However, there is much still unknown about these types of aquifers in Hawai`i. Some studies have indicated the waters withdrawn from these exploratory wells fell as rain or fog drip hundreds or thousands of years ago. No specific management and development strategies have been proposed or adopted.

### ***Challenges related to Deep Confined Aquifers***

The existing regulatory framework of CWRM - which treats nearly all aquifers as basal aquifers and all wells plans solely as engineering documents - is not designed to address the unique characteristics of deep confined aquifers. The future sustainable management of these aquifers is not addressed by current processes.

Of particular note, the development of deep confined aquifers raises important questions related to Native Hawaiian rights and cultural practices. The extraction of groundwater from deep confined aquifers may have complex but unknown environmental impacts. With no reliable information about the potential sustainable yield of these aquifers, some of which underline Hawaiian Home Lands, there is no way to analyze whether proposed commercial or municipal uses might negatively impact the rights of beneficiaries, the Department, or the HHC to water. And, as these processes have been implemented behind closed doors until recently, there has been no reliable mechanism for beneficiaries, the Department, or the HHC to review or even be aware of these proposals.

### ***New processes for approval of Well Construction / Pump Installation Permits***

The process by which only CWRM staff reviewed WCPIPs and they received minimal public notice originated in the 1990s, soon after CWRM was created. However, on December 19, 2023 CWRM reconsidered and altered the "delegated authority" of the CWRM Chair and their staff to approve WCPIPs. On June 18, 2024, CWRM staff proposed further modifications of existing delegation to the CWRM Chairperson.

While previously all wells in non-designated areas were treated as if all authority to approve them was delegated to the CWRM Chairperson, this proposed altered delegation was to be limited to:

- Well construction (but not pump installation) permits;
- Wells in compliance with the Hawai`i Well Construction and Pump Installation Standards for pumps less than 27 gallons per minute (gpm);
- Acceptance of applications for initial review;
- Permit extensions; and
- Well Completion reports and certificates.

At the June CWRM meeting, DHHL staff requested deferral and that DHHL be consulted on the item, as DHHL is both a water purveyor and public trust user of water. DHHL staff recommended in the absence of a deferral, that the proposed action be amended to include an additional stipulation to conditions that require Commission approval in scenarios for, "pumps in aquifers where the DHHL has a water reservation." Upon hearing testimony, CWRM approved the motion to defer the submittal to allow staff time to consult with DHHL on the recommendations DHHL provided, including completing additional work requested by the Commission.

Following this deferral, CWRM staff coordinated with DHHL staff to review DHHL's concerns and suggestions. DHHL raised two primary issues: (1) transparency and (2) impacts to DHHL's rights. On July 23, 2024, CWRM staff returned to the Commission with an updated submittal including their additional outreach with DHHL staff and CWRM's proposed actions.

- CWRM agreed to not delegate permits in aquifers where DHHL has a reservation. CWRM will send DHHL all well construction and pump installation permits in aquifers where DHHL has a reservation for review. If issues come up upon review, staff can then take those permits where there are concerns to the CWRM for approval, instead of being directly delegated to the Chairperson.

While new procedural guides are needed for deep confined aquifers, this procedural change provides a chance for comment on permits for all aquifers possibly impacting DHHL, including deep confined aquifers beneath DHHL lands.

**VI. Related Work with Beneficiaries and Capacity Building to Secure Water Resources and Address Water Issues**

In June of 2022, the Hawai'i County Council considered a proposed charter amendment that, among other matters, would have required that a member of the Hawai'i County Board of Water Supply also be a DHHL beneficiary. While the proposal to include this as a charter amendment on the ballot did not survive second reading, it brought about significant engaged testimony from beneficiaries and a high-level county discussion of the relationship between the county and DHHL on water development. In response to the consideration of the proposed charter amendment, beneficiary leadership suggested specific training for beneficiaries on how to prepare for, apply for, and serve on water related boards and commissions, to help ensure DHHL perspectives and beneficiary voices are represented.

Working with the William S Richardson School of Law's Ka Huli Ao Center for Excellence in Native Hawaiian Law, pilot training was designed and scheduled, and opened to an inaugural cohort from across the islands in the autumn of 2023 via Zoom. The training focuses on tools and resources in four parts: Part 1: Foundations for Building Effective Kahawai Pono; Part 2: A Legal Toolkit for Kahawai Pono - Wai and the Public Trust; Part 3: A Legal Toolkit for a Kahawai Pono - Traditional and Customary Native Hawaiian Practices; and Part 4: Kahawai Pono and their Departments.

Beneficiary interest for the training sessions has been strong, resulting in four cohorts completing the training sessions. Homestead organization leaders will be notified when applications for the next cohort (in Spring 2025) are open.

**RECOMMENDATION**

None; for information only.

## BACKGROUND AND OVERVIEW OF HHC AND DHHL WATER KULEANA

The purpose of this document is to review the water rights and responsibilities (kuleana) of the Hawaiian Homes Commission (HHC) and Department of Hawaiian Home Lands (DHHL). It is meant to be a stand-alone review document for those interested in these matters as well as a standing attachment to submittals on water issues presented to the HHC, updated from time to time.

The HHC and DHHL have four primary water responsibilities:

1. To plan for fulfilling existing and future water needs;
2. To advocate for water rights;
3. To develop water sources; and
4. To manage water systems

To help fulfill these responsibilities, DHHL has distinct water rights based on the Hawaiian Homes Commission Act (HHCA), the Hawai'i State Constitution (HSC), Hawai'i Revised Statutes (HRS), Attorney General's opinions and court cases. These water rights are tools that the Hawaiian Homes Commission (HHC) can use as needed. Evaluating which tool/right is best to use depends on the opportunities at hand and the costs (financial and otherwise) of asserting that tool/right.

The Department has developed three educational handouts which help explain separate aspects of these issues posted on the Department's website:

- The "Lehua Handout" has a summary of these HHC and DHHL water kuleana;
- The "Koa Handout" summarizes the HHC Water Policy Plan (WPP); and
- The "Kalo Handout" summarizes the record on appeal of the decisions of the Commission on Water Resource Management (CWRM), and as they are the trustees of water in Hawai'i, their decision making has significant impacts on the rights of the Department and our ability to fulfill the WPP.

The next sections go into some additional detail, prior to describing how DHHL interacts with CWRM and implements the HHC WPP. It is organized around the four responsibilities reviewed above, pairing the first two (planning and advocacy) due to their significant overlap in activity.

## **Planning for Water Needs and Advocating for Water Rights**

The Department's Water Planning and Advocacy Kuleana include the need to continuously determine the future water needs for all of the `āina ho`opulapula and then seek water reservations from CWRM to set aside sufficient water to meet those needs.

### *What are water reservations?*

Water can be "reserved" - set aside and not allocated to other users - by the CWRM, implementing its powers under the state Water Code, HRS 174C. These powers were conveyed by the Legislature in 1990, in part out of acknowledgement that it can take years between the HHC determining a proposed use of land and the land being developed for that use, due primarily to the lack of capital funds needed for development. Absent water reservations, other competing public and private sector developers can (and in many cases have) developed most or all of the easily available water in an area, either precluding DHHL development or significantly increasing the costs of water development. Reservations are one tool to address that problem.

There are two distinct methods by which CWRM can reserve water. In Water Management Areas (WMAs) - parts of the state which are subjected to a higher level of permitting scrutiny for surface or ground water allocation - water reservations are adopted through rule making. Currently all of O`ahu except for the Wai`anae Aquifer Sector Area, all ground water on the island of Molokai, the `Īao Aquifer of Maui, and groundwater in West Maui are designated as Ground WMAs. The surface waters of Nā Wai `Ehā and the surface waters related to the Lahaina Aquifer Sector Area, both on Maui, are designated as Surface WMAs.

Because of this rule making requirement as well as the permitting requirements in WMAs - which require that all water use permits are subject to the rights of DHHL - the protection of DHHL water rights are more robust in WMAs.

In non-WMAs, the CWRM can simply take action to vote, by a majority of its seven members, to reserve water for DHHL. Reservations by rule and by simple CWRM action are supposed to be included in all elements of the Hawai`i Water Plan, including the Water Resources Protection Plan (WRPP), the State Water Projects Plan (SWPP), and the County Water Use and Development Plans (WUDPs).

The actions that trigger CWRM consideration of DHHL water reservation needs vary. The state water code (HRS 174C) in section 101(a) requires that: "Decisions of the commission on water resource management relating to the planning for, regulation, management, and conservation of water resources in the State shall, to the extent applicable and consistent with other legal requirements and authority, incorporate and protect adequate reserves of water for current and foreseeable development and use of Hawaiian home lands as set forth in section 221 of the Hawaiian Homes Commission Act."

Some of the most common triggers for adopting DHHL reservations have been related to adoptions of parts of the Hawai'i Water Plan. Most of the groundwater reservations currently held were adopted following the acceptance by CWRM of the 2017 SWPP update.

Another key trigger has been when CWRM has adopted new Interim Instream Flow Standards (IIFSs), which are science and fact based determinations of the minimum amount of water that should remain in a stream before any off-stream uses of water are allowed. The original IIFSs adopted by CWRM around Hawai'i in 1988 were "status quo" standards, only protecting the amount of water in the stream at that time. Since most streams across Hawai'i in 1988 were diverted, and these historic diversions usually took 100% of the flow on non-rainy days, this has meant that there have been few or no legal protections for public trust uses of surface water. For decades after this action, communities around Hawai'i have petitioned CWRM to adopt IIFSs that protect public trust uses of water, including DHHL needs; this has led to well-known litigation such as the Waiāhole and Nā Wai `Ehā cases. In recent years the CWRM has begun to proactively propose IIFS on its own, and has worked with DHHL to propose associated reservations at the same time.

Actions by the Board of Land and Natural Resources (BLNR) can also trigger the adoption of reservations for DHHL. HRS 171-58, which governs the issuance of water leases by the state, specifies in part (g) that "Any lease of water rights or renewal shall be subject to the rights of the department of Hawaiian home lands as provided by section 221 of the Hawaiian Homes Commission Act." In the case of the EMI system requests, DHHL's reservation consideration is triggered by the current owners of EMI seeking a long-term lease of water.



### *Limits to reservations*

While water reservations are an important policy tool available to DHHL, CWRM, and the HHC, they have limitations. Some of these include:

- Previously, reservation requests by DHHL have been delayed or denied by CWRM staff for unclear reasons
- Reservations do not provide immediate access to "wet water"
- Developing water will still require:
  - Capital Improvement Plan (CIP) funds
  - Detailed design and environmental review
  - Developing source, storage, transmission
  - Agreement with County or others for operation
- In geographically large aquifer systems, locations to develop water can still be remote from DHHL tracts
- The enforceability of reservations, particularly in non-WMAs, has not been legally tested
- DHHL along with CWRM will need to monitor other developments potential impact on DHHL reservations

### *Water License Receipts*

As mentioned above, the issuing of water licenses by the state can be a trigger for the DHHL to seek a water reservation from a particular source proposed for license. Receipts are to be deposited into the Native Hawaiian Rehabilitation Fund, which is the source of revenue for grants to homestead organizations. This arrangement originated in the HHCA as it was passed in 1921, and are codified including in [HSC Art. XII, § 1.](#)

Historically revenue from the licensing of water was significant; however, with the decline of large plantations, along with choices made by the Land Division of the Department of Land and Natural Resources, water license revenue has declined significantly. There are instances around Hawai'i where water originates from state land and currently there is no proposal to issue a water license.

### *Public Trust Status*

As the key Trustee and lead agency in managing water, CWRM is critical in helping DHHL preserve and implement its rights to water. However, since the passage of the Water Code in 1987, a number of significant court decisions have made on appeals of decisions by the CWRM. That record will be discussed in more

detail below. Of significance here is that the courts have identified over a series of cases four "public trust uses" of water, which are to have priority, over private, commercial uses of water. While they are not specifically listed as such under the Water Code, the courts identified these based on interpreting the Code, the specific circumstances of the cases they were ruling on, as well as the long legal history of water law dating back to the Kingdom. Along with Appurtenant Rights - four Public Trust Purposes are:

- Maintaining water in its natural state;
- Water used in the exercise of the traditional and customary practices of native Hawaiians;
- Water reserved for or used by DHHL; and
- The domestic needs of the general public.

Appurtenant water rights refer to the water necessary for the use of kuleana parcels at the time kuleana awards were made - and they enjoy the same high level of priority as the four purposes above.

Private, municipal, and commercial uses of water are not prohibited. However, when CWRM or other agencies make decisions, they need to follow particular processes to ensure that public trust purposes of water are provided for.

As one of the protected public trust uses of water, the DHHL has a particular responsibility to protect that status, as well as to not bring harm to the other public trust uses of water. One way in which DHHL does this is to consider and pursue alternate sources of water when its uses may impact another public trust use of water. Another is to help defend all public trust uses against private commercial uses that could harm its own and other public trust uses.

### **Water Source Development**

Even after the Department has secured water reservations as discussed above, efforts must be made to develop water sources to enable homesteading. In addition to the general powers that state departments have to expend funds and manage programs, DHHL has particular powers related to water source development.

The most commonly used of these is the power to issue leases or licenses to trust lands. Very frequently, DHHL will develop some combination of water source, storage, and transmission, and then lease, license, or otherwise dedicate

those to the Board or Department of Water Supply of the county these lands lie in. In exchange, DHHL, receives a certain number of water credits, which can be used and exchanged for water meters at a future time. Water credits have also been obtained in the past by other parts of the state government developing wells and assigning credits to the DHHL, as well as through litigation.

While it has never used the power, the HHC also has the power to bring eminent domain proceedings against private parties to obtain sites with water sources. It can also "demand" access to state controlled water systems, but like condemnation has not exercised this power.

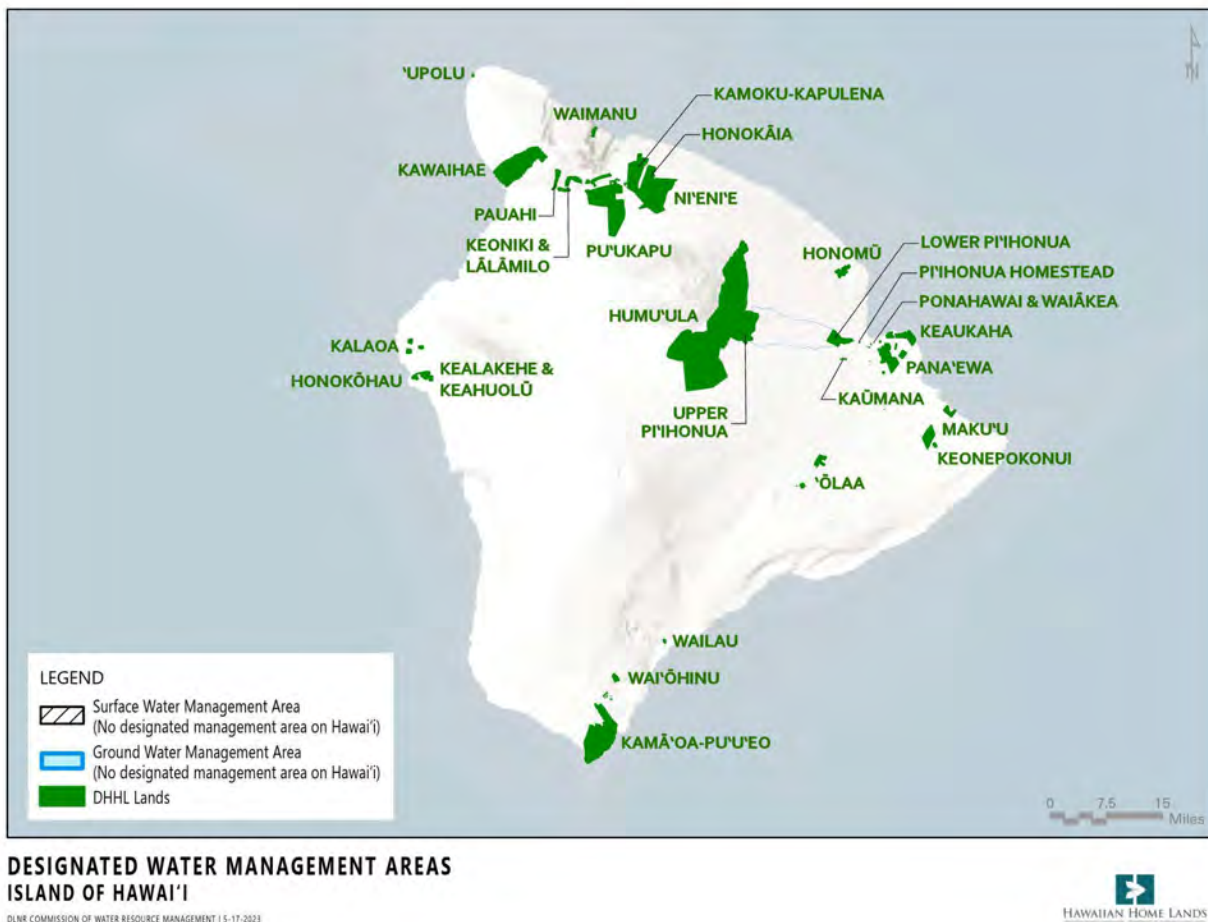
As discussed above in the review of water reservations, in Designated Water Management Areas (WMAs), all users of water must obtain a "water use permit" from CWRM. By law those permits are conditioned on the rights of the DHHL. Generally, however, DHHS lands do not coincide with existing WMAs. See Figure 1, below, showing WMAs and DHHL lands on Hawai`i Island.

#### **Water System Management**

The last major water kuleana that DHHL has is the ability to develop and manage water systems directly. DHHL currently manages four systems on Molokai, Kaua`i and Hawai`i Islands.

#### **The Commission on Water Resource Management (CWRM) Record on Appeal**

While the HHC, DHHL and its beneficiaries have particular and significant water rights as described above, we are largely dependent on CWRM and protecting those rights. Unfortunately, since passage of the code in 1987, it has been a very mixed history. DHHL and beneficiaries have frequently had to go to court to challenge decisions of CWRM. Refer to the handouts on the DHHL website regarding water policy. The most successful instances have been when the DHHL and beneficiaries have worked closely together on those efforts. It is notable that beneficiaries on the island of Molokai have led the way, and the resulting cases have helped the courts describe the significance of DHHL water rights.



**Figure 1. DHHL Lands and Water Management Areas on Hawai`i island. There are currently no designated water management areas on the island of Hawai`i.**

### **HHC Water Policy Plan (WPP)**

In order to consistently make water decisions and protect the trust's water interests, in 2014 the HHC passed a Water Policy Plan (WPP) under the General Plan. This was adopted after two years of research, and two rounds of beneficiary consultation across the archipelago. It is to our knowledge, the first policy regarding water decisions passed by the HHC since passage of the HHCA in 1921. The WPP is also posted on the Department's website.

The WPP is comprised of a number of distinct sections. The first section, a vision statement, comes directly from Section 101 of the HHCA. The Mission statement derives from the different water kuleana described above. The next section is on Values and describes four Hawaiian values key to the proper management of water. This is followed by twelve policies to

guide water decisions. The core of the WPP are nineteen goals identified by beneficiaries, staff, and the HHC to be the focus of DHHL water activities, with four identified as priority goals. These are:

1. Affirmatively communicate with beneficiaries regarding water decisions, performance, and water rights on a regional and annual basis.
2. Aggressively, proactively, consistently and comprehensively advocate for the kuleana of the beneficiaries, the DHHL, and the HHC to water before all relevant agencies and entities.
3. Develop and manage a Water Assets Inventory (WAI).
4. Support watershed protection and restoration on DHHL lands and source areas for DHHL water.

The final substantive portions of the WPP includes a statement on the delegation of authorities, which includes a requirement for the submission to the HHC by the DHHL an annual report on accomplishments as well as a plan for the coming fiscal year. Legal authorities, related plans, and legal references are also included.

In conclusion, DHHL has significant water kuleana - responsibilities and rights - that it can bring to bear in order to bring water to lands across the `āina ho`opulapula and to fulfill the goals of the HHCA. The primary areas of this work are for water planning, advocacy, source development, and system management. The CWRM and the Counties are critical partners to help achieve our goals. The HHC has adopted the WPP as the key policy guidance for this work. The WPP requires a number of actions from DHHL, including annual plans of work, reports on achievements, and annual regional updates on water issues and projects.

STATE OF HAWAI'I  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2024

To: Chairman and Members, Hawaiian Homes Commission  
From: Andrew H. Choy, Planning Program Manager  
Subject: (For Information Only) Anticipated Finding of No  
Significant Impact for the Waiohuli Economic  
Development Opportunity (WE DO) Draft  
Environmental Assessment, TMK (2)-2-2-002:014 &  
(2)-2-2-028:181, Waiohuli Ahupua'a, Makawao, Maui

Recommended Action

For Information Only. No action required.

Discussion

The purpose of this informational briefing is to update the HHC on the status of the Draft Environmental Assessment (DEA) for the Waiohuli Hawaiian Homesteader's Economic Development Plan, "Waiohuli Economic Development Opportunity, "WE DO", and provide the HHC an opportunity to provide comments on the DEA prior to publication in the Environmental Review Program's Environmental Notice Bulletin in November, 2024.

Background

The Waiohuli Economic Development Opportunities (WE DO) Plan is the next step for the Waiohuli Hawaiian Homesteaders Association's (WHHA) long range vision and intentional actions toward economic self-sufficiency. This vision, long held by the community was articulated many years ago with the publication of a development plan for a community center and park complex. The realization of the community center has been a significant milestone and testament to this community and their ability to do. WE DO is a progression of this success.

WE DO has been initiated with a Right of Entry (ROE) agreement between the WHHA and the Department of Hawaiian Home Lands (DHHL), within the Tax Map Keys (TMK) (2) 2-2-028:181 (portion) and (2) 2-2-002:014 (portion). This 150-acre site has been identified for community development and use

In November, 2018, the WHHA established the Waiohuli Economic Opportunities initiative or WE DO and requested a land disposition from DHHL. In 2019, Beneficiary consultation lead by the WHHA was conducted and in August of that year the Commission approved Right of Entry (ROE) to 150 acres so that the WHHA could conduct due diligence for the purposes of WE DO. In 2021, the Governor approved and \$80M Special Purpose Revenue Bond. In 2022, upon preliminary planning the WE DO Vision, Conceptual Plan, and Business Plan were presented to the HHC. A general lease was secured in 2022 and technical studies and pre-consultation with agencies and individuals for the DEA commenced. Upon completion of the technical studies and pre-consultation process, the DEA was prepared in 2024.

#### WE DO Summary

The purpose of the WE DO plan is to provide short and long term economic opportunities from the development of a master planned community. The approach is to create community-based jobs in the development of the land (construction, operations, and maintenance of housing, community uses, and infrastructure). Community uses include those that can build capacity in career development and entrepreneurial and small business incubation and support. To achieve the approach, public/private resources (funds, mentoring) are proposed to be leveraged.

In summary the Land Use Plan defines proposed infrastructure and land development areas that could be built to include:

- Up to 40 acres of single family residential
- Up to 5 acres of multi-family residential
- Up to 10 acres of kūpuna housing
- A community health center
- Cultural center
- Agriculture development center
- Well site with utility management center
- Native dryland forest restoration areas
- Energy development (solar)
- Greenways and trails

## DEA Summary

The DEA assesses the potential environmental impact of the WE DO Conceptual Plan under a potential full buildout scenario. The following discussion summarizes the analysis of the DEA assessment of the project's impact to various resources.

### *Natural Resources*

A natural resources assessment encompassing the project area was conducted in February 2024 as part of the planning process for the environmental assessment. The natural resources assessment found that the project site was primarily dominated by non-native species and the native plant habitat identified during the survey were highly impacted by human activities, non-native ungulates, and introduced non-native plant species. The dominant species observed were non-native Guinea grass and buffelgrass. Wiliwili groves were observed in the more makai areas of the site. Native plant species observed during the natural resources assessment include:

*Doryopteris decipiens*, *Erythrina sandwicensis*, and *Sicyos pachycarpus*. Indigeous species found were *Pellaea ternifolia*, *Ipomoea indica*, *Sida fallax*, *Oxalis corniculata*, *Plumbago zeylanica*, *Dodonaea viscosa*, and *Waltheria indica*. No endangered or threatened flora and fauna were observed during the survey. It is recommended that the makai portion of the project site be utilized as a preserve for the wiliwili forest and possibly an outplanting site for other native dryland species.

During pre-consultation with the State Department of Land and Natural Resources (DLNR), DLNR staff provided information on the Hawaiian Hoary Bat, the impact of outdoor lighting on seabirds; and suggested mitigation measures for the Nene goose, pueo, and the Blackburn's Sphinx moth should these species be encountered within the project area. Those mitigation measures will be considered during project implementation.

### *Historic and Cultural Resources*

An Archaeological Literature Review and Field Inspection (LRFI) was prepared in June 2024 for the environmental assessment. The field inspection was



conducted for the project site to evaluate proposed construction for facilities, infrastructure, or any potential alteration of the ground surface. The field inspection included a pedestrian survey with the intention of relocating or identifying any new surface archaeological features. The LRFI study had following findings and recommendations:

1. Only one archaeological feature was documented. This feature was identified as a Post-Contact cattle wall located along a portion of the northern boundary of the Project Site. The observed wall is constructed of basalt cobbles and incorporated bedrock outcrops within its alignment.
2. The LRFI documents archaeological surveys conducted in the project area since the 1980's, noting earlier studies going back to the early 1900's. The LRFI reports that a site map prepared with a 1989 survey suggests that at least six historic properties fall within the project area. However, because of technological limitations carried out by efforts at a time without Global Positioning Systems (GPS), it is difficult to correlate locations with high confidence.
3. The report notes that known heiau in the region have been located or confirmed as destroyed and based on the patterns of previous studies finding ritual sites or burials is relatively unlikely. However, it is more likely that there could be additional historic properties associated with ranching and dryland farming, although none were found during field inspection.
4. An Archaeological Inventory Survey (AIS) is recommended for the project area.

WHA and DHHL will work with SHPD on documentation of the site to ensure compliance with HRS 6-E relating to historic resources.

For inadvertent finds during construction, the construction documents will include a provision that should remains such as artifacts, burials, concentrations of shell or charcoal or artifacts be encountered during construction activities, work will cease immediately in the immediate vicinity of the find and the find will be protected. The

construction contractor will immediately contact SHPD, which will assess the significance of the find and recommend appropriate mitigation measures if necessary.

*Infrastructure -- Traffic*

A Transportation Impact Analysis Report (TIAR) was conducted in April 2024 to assess the impact of a potential full buildout scenario. The addition of projected traffic to the intersections in the vicinity of the site is not expected to result in any significant operational issues. All intersections are anticipated to operate at LOS D during peak hours, except for eastbound left turn traffic at Kula Highway/ Lauie Drive intersection, which is projected to operate at LOS E. Some of the minor stop-controlled approaches at the Kula Highway intersections with Kekaulike Avenue and Pueo Drive are anticipated to operate at LOS E/F, however all movements are anticipated to operate under capacity. Due to the high volume of left-turns from the Kula Highway / Lauie Drive intersection onto Kula Highway, it is recommended that a traffic signal or median refuge lane be considered. Installing a traffic signal can improve the LOS at the intersection to a B and with a median refuge lane traffic is projected to operate at LOS C or better across both peak hours. While some of the intersections near the project site are projected to have a lower LOS than currently experienced, some of the impact can be attributed to regional population growth expected to occur over the next 20 years.

*Infrastructure - Water & Wastewater*

The project site is located within the Kama'ole Aquifer system, part of the Central sector, with a sustainable yield of 11 million gallons per day (MGD). There is no existing water infrastructure servicing the site. The Project is not anticipated to be connected to the existing municipal water system and will develop a private water system to service its needs. During initial phases, the Project may require connections to existing municipal water until a private water system is developed. There is an existing 8- inch, located at the end of Lauie Drive, abutting the Site on the eastern end near the Waiohuli Community Center. The proposed water demand under a potential full buildout scenario is estimated at an average of 357,610 gallons per day (gpd) for domestic use with a maximum daily demand of 536,415 gpd. The maximum fire flow

demand to service the Project is anticipated to be 2,000 gallons per minute (gpm).

Under a potential full buildout scenario, the total anticipated wastewater flow would be approximately 102,765 gpd. The proposed Project will require the installation of Individual Wastewater System (IWS) facilities to support the proposed training facilities and the potential for residential development on the Site under the potential full buildout scenario. The IWS will conform to all requirements under Chapter 11-62 of the State Department of Health's Administrative Rules regarding wastewater. Other recommendations from the preliminary engineering report include a new Wastewater Treatment Facility (WWTF) at the western end of the Site with gravity sewer lines to collect and convey wastewater flows and development of pre-manufactured package plant facilities to treat wastewater in small communities.

#### *Drainage*

The proposed Project under the potential full buildout scenario will increase the existing stormwater runoff due to addition of impervious surfaces such as building roofs, pavement and concrete walkways. While the Project will increase runoff, it is not anticipated to generate any adverse drainage effects on downstream properties and roadways.

Under the proposed full buildout design, drainage improvements will include retention of runoff volume generated by the Project to reduce stormwater runoff into the downstream properties. Retention basins will also mitigate the potential for sediments contained in the runoff from impacting downstream properties and eventually the ocean. Additionally, a drainage system will include a series of grated drain inlets with drain lines to collect and convey surface stormwater into the gulches surrounding the Site.

A contiguous natural green space corridor will also be incorporated into the Project that is designed to follow existing land contours. The green space buffer abutting the gulches will provide ecosystem services by maintaining natural drainage to minimize erosion, facilitate flood control, and preserve natural habitat corridors for wildlife. The green space corridor will also offer a

natural buffer between the proposed development areas and the gulches that form the boundaries of the Site.

The onsite drainage system and surface retention basins incorporated in the Project will be based on Maui County Drainage Standards with capacity to manage stormwater flows equal to the 50-year, 1-hour runoff volume increase based on projected generation from the impervious surfaces proposed by the Project.

#### *DHHL Planning System Consistency*

The 2004 DHHL Maui Island Plan land use designation of the project area is for general agriculture and conservation. The Maui Island Plan was prepared in 2004. It has not yet been updated to reflect the new land use designations that were established with the General Plan update of 2023. Thus, the DHHL land use designations for the Project Site are outdated, but until changed, remain the official designations for the site. The proposed uses of the Project area are more consistent with the Community Use land use designation. At the completion of the final environmental assessment, it is recommended that the HHC amend the Maui Island Plan designation for the site to Community Use.

Based upon the analysis completed in the DEA, staff anticipates a finding of no significant impact for the Waiohuli Economic Development Opportunity (WE DO) Plan. This determination is based upon the 13 criteria of significance that approving agencies must consider as specified in HAR 11-200.1-13.

*(1) Involves an irrevocable commitment of any natural, cultural, or historical resource;*

Discussion: The project does not irrevocably commit any natural, cultural, or historic resources. A consultative process and evaluation of historic and cultural resources was conducted to evaluate potential impacts and is still ongoing to ensure the proposed design elements will preserve historic resources. Any potential adverse impacts to the lands and/or historic resources with the Project Site will be mitigated as appropriate through the HRS 6E-8 (Historic Preservation) process in continued consultation with SHPD.

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

Discussion: The proposed project does not significantly curtail beneficial uses of the environment. The proposed land uses have been designed to preserve natural drainageways within the existing gulches with green spaces to create a natural buffer along the boundary of the Project Site.

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

Discussion: Compliance with Chapter 344, HRS is documented at length in Draft Environmental Assessment. The investment in infrastructure improvements is intended to support the Waiohuli community by creating economic opportunities and fostering self-sufficiency.

*(4) Substantially affects the economic or social welfare or cultural practices of the community or State;*

Discussion: The proposed project is directly supportive of the economy and social welfare. The main propose and goals are to provide short- and long-term economic opportunities that will foster greater self-sufficiency for the people of upcountry Maui through capacity building and jobs homegrown at the by creating will make the community a more vibrant area for commerce, cultural practices, and recreational uses in the surrounding area.

*(5) Substantially affects public health;*

Discussion: Under the potential full buildout scenario, the proposed would offer social services and health services with the Project Site for the local community that they would otherwise need to seek elsewhere. As a result, the Waiohuli community members will not need to travel to other parts of the island to seek these services.

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

Discussion: Secondary impacts are expected to be beneficial as the potential full buildout scenario will provide additional housing to serve the Native Hawaiian community. This will have a marginal impact on the population of Upcountry Maui.

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

Discussion: Environmental quality will not be degraded by the project. Beneficial environmental impacts of the proposed land uses have been designed to maintain natural drainageways and preserve the natural environment. Impacts from construction are temporary and mitigatable with best management practices.

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

Discussion: Individually and cumulatively, this project is not expected to have a considerable impact on the environment as discussed throughout this document. The land uses on the Project Site have been designed to preserve the natural drainageways along the gulches forming the boundary of the property. Secondary beneficial impacts will be provided through the proposed solar farm. By developing renewable energy sources to serve the community, the project will contribute to broader goals of mitigating environmental impacts caused by fossil fuel based energy generation.

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

Discussion: The Project Site does not contain habitat for threatened or endangered species. Recommended best practices for avoidance of impacts to avian species and the Hawaiian hoary bat will be incorporated into the project.

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

Discussion: The project is expected to have secondary beneficial impacts to air quality by providing renewable energy sources to serve the community. There may be short-term direct and indirect impacts related to air quality that could potentially occur during construction. However, these construction-related impacts will be minimized and confined to the immediate vicinity of the site and BMPs will be implemented to limit localized impacts.

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

Discussion: Due to the location of the Project Site far from any coastal areas, there are no direct potential impacts expected related to climate change, such as seal level rise and coastal erosion. The proposed project has included some sustainable design that takes into consideration the projected increase in flood frequency from extreme rain events by preserving natural drainageways along the gulches.

*(12) Substantially affects scenic vistas and view planes, during day or night, identified in County or State plans or studies;*

Discussion: The impact on scenic vistas and view planes after completion of the project are considered to be marginal. The Project Site comprises a gradual slope from east to west and the impact on visual planes from surrounding land uses will be minimal as most of the surrounding area is comprised of vacant land.

*(13) Requires substantial energy consumption or emits substantial greenhouse gases.*

Discussion: The proposed project includes development of

renewable energy sources from a solar farm which will contribute toward County goals for reducing fossil fuel energy consumption and carbon production.

Next-Steps

The following is a list of next-steps for the environmental review.

- November 2024: publish Environmental Notice
- Nov-Dec 2024: 30-day public comment period
- December 2024: Revise DEA per public comments received
- January 2025: Seek HHC approval on FEA and FONSI

Recommendation

For information only. No action required.





# Waiohuli Economic Development Opportunities

Draft Environmental Assessment –  
Anticipated Finding of No Significant Impact  
(Submitted Pursuant to Hawaii Revised Statutes, Chapter 343)

**Prepared for:**

Department of Hawaiian Home Lands



DEPARTMENT OF HAWAIIAN HOME LANDS

**Prepared by:**



**NOVEMBER 2024**



# Waiohuli Economic Development Opportunities

*Draft Environmental Assessment –  
Anticipated Finding of No Significant Impact  
(Submitted Pursuant to Hawai‘i Revised Statutes, Chapter 343)*

Prepared for:

Department of Hawaiian Home Lands

Prepared by:



November 2024

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## SUMMARY

<b>Project Name:</b>	Waiohuli Economic Development Opportunities (Figure 1)
<b>Location:</b>	Waiohuli, Island and County of Maui See Figure 2 and Figure 3
<b>Judicial District:</b>	Makawao
<b>Tax Map Key (TMK):</b>	(2) 2-2-028:181; and (2) 2-2-002:014 See Figure 4
<b>Land Area Affected:</b>	Approximately 150 acres
<b>Applicant:</b>	Waiohuli Hawaiian Homesteaders Association, Inc.
<b>Determining Agency:</b>	State of Hawai'i, Department of Hawaiian Home Lands (DHHL)
<b>Landowner:</b>	Department of Hawaiian Home Lands
<b>Existing Development:</b>	Vacant
<b>Proposed Action:</b>	Economic development initiatives, training sites, infrastructure, and roadways
<b>Current Land Use Designations:</b>	<i>State Land Use:</i> Agricultural (Figure 5) <i>DHHL Maui Island Plan:</i> General Agriculture, and Conservation (Figure 6) <i>County Zoning:</i> Agriculture (AG) (Figure 7) <i>Special Management Area (SMA):</i> Not Within SMA
<b>Alternatives Considered:</b>	<ol style="list-style-type: none"><li>1. WE DO</li><li>2. Alternatives Identified in Maui Island Plan</li><li>3. No Action</li></ol>
<b>Potential Impacts and Mitigation Measures:</b>	Any potential adverse impacts would be mitigated as follows: Short-term construction impacts to air quality, noise, solid waste generation, traffic, parking, storm water quality/quantity are anticipated. The Applicant will address these impacts through compliance with County and State rules, regulations, permit, and variance requirements regarding fugitive dust, community noise control, and non-point source discharges. In addition, best

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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management practices will be implemented which include structural and non-structural controls designed to inhibit run-off, erosion, and fugitive dust.

Long-term impacts are anticipated to be beneficial in that the project will create training sites for development of the lands to support the surrounding community.

#### **Permits & Approvals**

- Land Use Designation Updates (DHHL)
- Grading/Building Permits (Maui County)
- Historic Preservation HRS 6E-8 (SHPD)
- HRS Chapter 195D (DOFAW) (DAR)
- National Pollutant Discharge Elimination System (NPDES) Permit (DOH)
- Community Noise Permit (DOH)
- Noise Variance (DOH)
- Disability and Communication Access Board (DCAB) Document Review for ADA Compliance (DOH)
- National Historic Preservation Act - Section 106 (SHPD); if a federal nexus is identified
- Endangered Species Act – Section 7 (USFWS, NOAA-NMFS); if a federal nexus is identified

#### **Anticipated Determination:**

Finding of No Significant Impact (FONSI)

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## **LIST OF ACRONYMS & ABBREVIATIONS**

ADA	Americans with Disabilities Act
ALISH	Agricultural Lands of Importance to the State of Hawaii
amsl	Above mean sea level
ASEA	Aquifer Sector Area
ASYA	Aquifer System Area
BMPs	Best Management Practices
CDP	Census Designated Place
CFR	Code of Federal Regulations
CIA	Cultural Impact Assessment
CZM	Coastal Zone Management
DAGS	Department of Accounting and General Services,
DAR	Division of Aquatic Resources, Department of Land and Natural Resources, State of Hawaii
DBEDT	Department of Business, Economic Development, and Tourism, State of Hawaii
DHS	Department of Human Services, State of Hawaii
DLIR	Department of Labor and Industrial Relations, State of Hawaii
DLNR	Department of Land and Natural Resources, State of Hawaii
DOE	Department of Education, State of Hawaii
DOFAW	Division of Forestry and Wildlife, Department of Land and Natural Resources, State of Hawaii
DOH	Department of Health, State of Hawaii
DPW	Department of Public Works, Maui County
DWS	Department of Water Supply, Maui County
EA	Environmental Assessment
EFH	Essential Fish Habitat
EPA	Environmental Policy Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
FONSI	Finding of No Significant Impact
GPD	Gallons per Day
HAR	Hawaii Administrative Rules
HDOT	Department of Transportation, State of Hawaii
HRHP	Hawaii Register of Historic Places
HRS	Hawaii Revised Statutes
IPAC	Information for Planning and Consultation
LID	Low Impact Development
LOS	Level of service

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LRFI	Literature Review and Field Investigation
LSB	Land Study Bureau, University of Hawaii
LUC	State of Hawaii Land Use Commission
MCC	Maui County Code
mgd	Million gallons per day
mph	Miles per hour
msl	Mean Sea Level
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
NMFS	National Marine Fisheries Service
NOAA	National Oceanic Atmospheric Administration
NPDES	National Pollutant Discharge Elimination Systems
NRCS	Natural Resources Conservation Service, USDA
NRHP	National Register of Historic Places
OPSD	Office of Planning and Sustainable Development, State of Hawaii
PacIOOS	Pacific Island Ocean Observing System
PEP	U.S. Census Population Estimates Program
PER	Preliminary Engineering Report
ROW	Right-of-way
SIHP	State Inventory of Historic Places
SHPD	State of Hawaii Historic Preservation Division
SLR	Sea Level Rise
SMA	Special Management Area
TIAR	Transportation Impact Assessment Report
TMK	Tax Map Key
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
WHHA	Waiohuli Hawaiian Homesteaders Association

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## 1 INTRODUCTION

Waiohuli Hawaiian Homesteaders Association, Inc. (WHHA), in partnership with Pueo Development, is proposing the development of short- and long-term economic opportunities that will foster greater self-sufficiency for the people of upcountry Maui through capacity building and locally-derived job development. The Applicant proposes a public-private collaboration to combine traditional construction of a conceptual plan development with community-based job opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for the Waiohuli community.

The Project Site is located on vacant land parcels identified as TMKs (2) 2-2-028:181 and (2) 2-2-002:014. The cumulative area described is hereinafter referred to as the “Project Site” or “Site.”

The Project Site is in the ahupua‘a of Waiohuli, and the Judicial District of Makawao. This area is located in the Census Designated Place (CDP) of Kēōkea, which is notable because addresses in Hawai‘i typically use CDP place of city, county or ahupua‘a and CDP names are often used colloquially to describe places. Therefore, the place may be referred to in conversation as Kēōkea, although it is located within the contemporary ahupua‘a of Waiohuli. The Project Site is immediately adjacent to, and could be considered an extension of the subdivision known as Kēōkea-Waiohuli. Area references also include “Kula”, a general name for the western uplands of East Maui or “Upcountry” Maui.

The use of State lands or funds triggers the requirement to assess the environmental impacts of the proposed action pursuant to Hawai‘i Revised Statutes (HRS) Chapter 343.

### 1.1 LANDOWNER

DHHL is the fee simple landowner and will lease homestead lots to its beneficiaries, homestead associations, and/or other tenants.

### 1.2 PROPOSING AGENCY

The Proposing Agency is the Waiohuli Hawaiian Homesteaders Association, Inc..

**Contact:** Waiohuli Hawaiian Homesteaders Association, Inc.  
ATTN: NAME  
ADDRESS LINE 1  
ADDRESS LINE 2  
Phone: (808) XXX-XXXX

### **1.3 DETERMINING AGENCY**

The State of Hawai'i, Department of Hawaiian Home Lands (DHHL) will determine the significance of impacts pursuant to HRS Chapter 343-5(b).

**Contact:** Department of Hawaiian Home Lands  
ATTN: NAME  
ADDRESS LINE 1  
ADDRESS LINE 2  
Phone: (808) XXX-XXXX

### **1.4 ENVIRONMENTAL CONSULTANT**

PBR HAWAI'I & Associates, Inc. is the environmental planning consultant.

**Contact:** PBR HAWAI'I & Associates, Inc.  
ATTN: Dave Simpson, Planner  
1001 Bishop Street, Suite 650  
Honolulu, HI 96813  
Telephone: (808) 521-5631

### **1.5 COMPLIANCE WITH STATE OF HAWAI'I ENVIRONMENTAL LAWS**

Preparation of an EA is being undertaken to meet the applicable requirements of Chapter 343, HRS and Title 11, Chapter 200.1, Hawai'i Administrative Rules (HAR). Section 343-5, HRS establishes nine "triggers" that require the completion of an EA. The proposed Project will involve the use of State or County lands and/or funds, which is one of the triggers listed under §343-5(a)(1). This EA has thus been prepared to consider the impacts of the proposed action on the human and natural environment.

Under the provisions of §343-5 (b), HRS and based on the significance criteria set forth under Section 11-200.1-13(b), HAR, DHHL expects to determine, through its judgment and experience, that the Proposed Action will not have a significant effect and therefore does not require preparation of an Environmental Impact Statement (EIS).

In the event that the Proposed Action uses Federal funds, DHHL will comply with the requirements of the National Environmental Policy Act by a separate document.

### **1.6 STUDIES CONTRIBUTING TO THIS EA**

The information contained in this report has been developed from site visits, consultation with local officials and community members, information available regarding the characteristics of the proposed Project Site and surrounding areas, and technical studies. A full list of references can be found in Section 9 and the appendices to this document include the complete technical studies providing more detailed assessment contributing to this report.



## **2 PROJECT DESCRIPTION**

### **2.1 BACKGROUND INFORMATION**

The Waiohuli Economic Development Opportunities (WE DO) Plan is the next step for the Waiohuli Hawaiian Homesteaders Association's (WHHA) long range vision and intentional actions toward economic self-sufficiency. This vision, long held by the community, was articulated many years ago with the publication of a development plan for a community center and park complex.

The realization of the community center has been a significant milestone and testament to this community and their abilities. WE DO is a progression of this success. WE DO has been initiated with a Right of Entry (ROE) agreement between the WHHA and the Department of Hawaiian Home Lands (DHHL), and the Project Site has been identified for community development and use. The WE DO vision and aspirations are summarized in a presentation to Hawaiian Homes Commission Presentation (Appendix A).

#### **2.1.1 Location and Property Description**

The Project Site is located in the Waiohuli Undivided Interest subdivision, Waiohuli ahupua'a, Makawao District, Island and County of Maui (see Figure 2). The Site is approximately 1.75 miles north of the town of Kēōkea abutting the Waiohuli Community Center on the eastern boundary of the property. The Site is comprised of Tax Map Keys (TMK) (2) 2-2-028:181 (portion) and (2) 2-2-002:014 (portion) totaling approximately 150 acres. Upcountry Maui is home to rural areas, and significant agricultural uses. The Waiohuli area features mild climates and moderate temperatures ranging from 46°-85° F. The area receives its comfortable temperatures from prevailing trade winds from a westerly direction.

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Figure 1  
Conceptual Land Use Plan

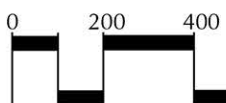
**WE DO**

Waiohuli Hawaiian Homesteaders Association Inc.

Island of Maui








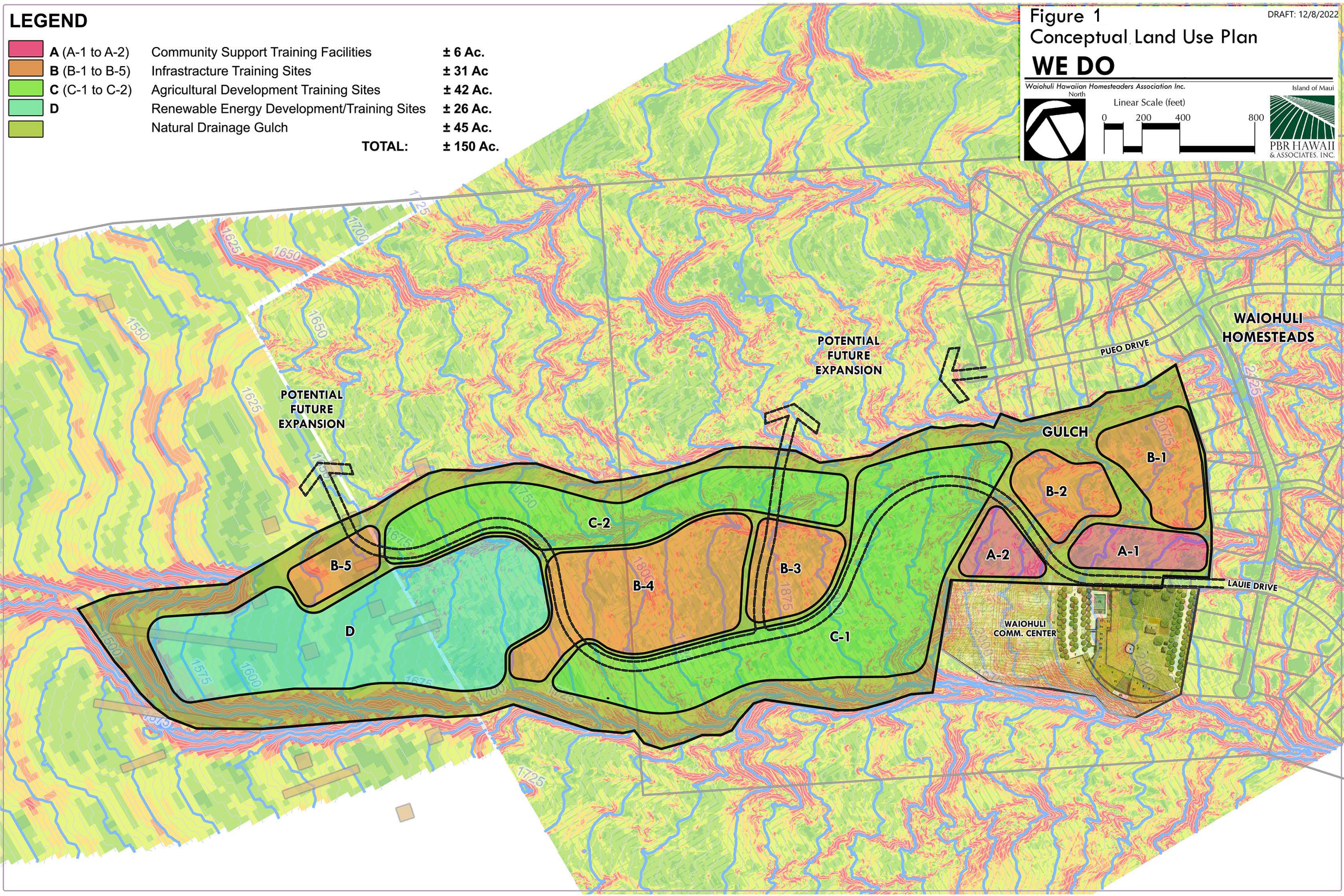
Linear Scale (feet)



PBR HAWAII  
& ASSOCIATES, INC.

**LEGEND**

	<b>A (A-1 to A-2)</b>	Community Support Training Facilities	± 6 Ac.
	<b>B (B-1 to B-5)</b>	Infrastructure Training Sites	± 31 Ac.
	<b>C (C-1 to C-2)</b>	Agricultural Development Training Sites	± 42 Ac.
	<b>D</b>	Renewable Energy Development/Training Sites	± 26 Ac.
		Natural Drainage Gulch	± 45 Ac.
<b>TOTAL:</b>			<b>± 150 Ac.</b>



POTENTIAL  
FUTURE  
EXPANSION

POTENTIAL  
FUTURE  
EXPANSION

GULCH

WAIOHULI  
HOMESTEADS

PUEO DRIVE

LAUIE DRIVE

WAIOHULI  
COMM. CENTER

B-5

D

C-2

B-4

B-3

C-1

A-2

A-1

B-2

B-1

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**Legend**

- Project Area
- Roadways
- TMK

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008.

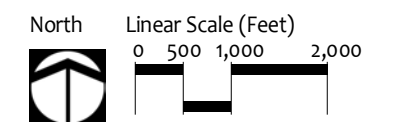
Disclaimer: This graphic has been prepared for general planning purposes only.



Figure 2 DATE: 8/1/2024

Regional Location Map

**WE DO**



Island of Maui





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**Legend**

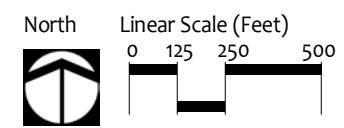
-  Project Area
-  Roadways
-  TMK

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008.

Disclaimer: This graphic has been prepared for general planning purposes only.

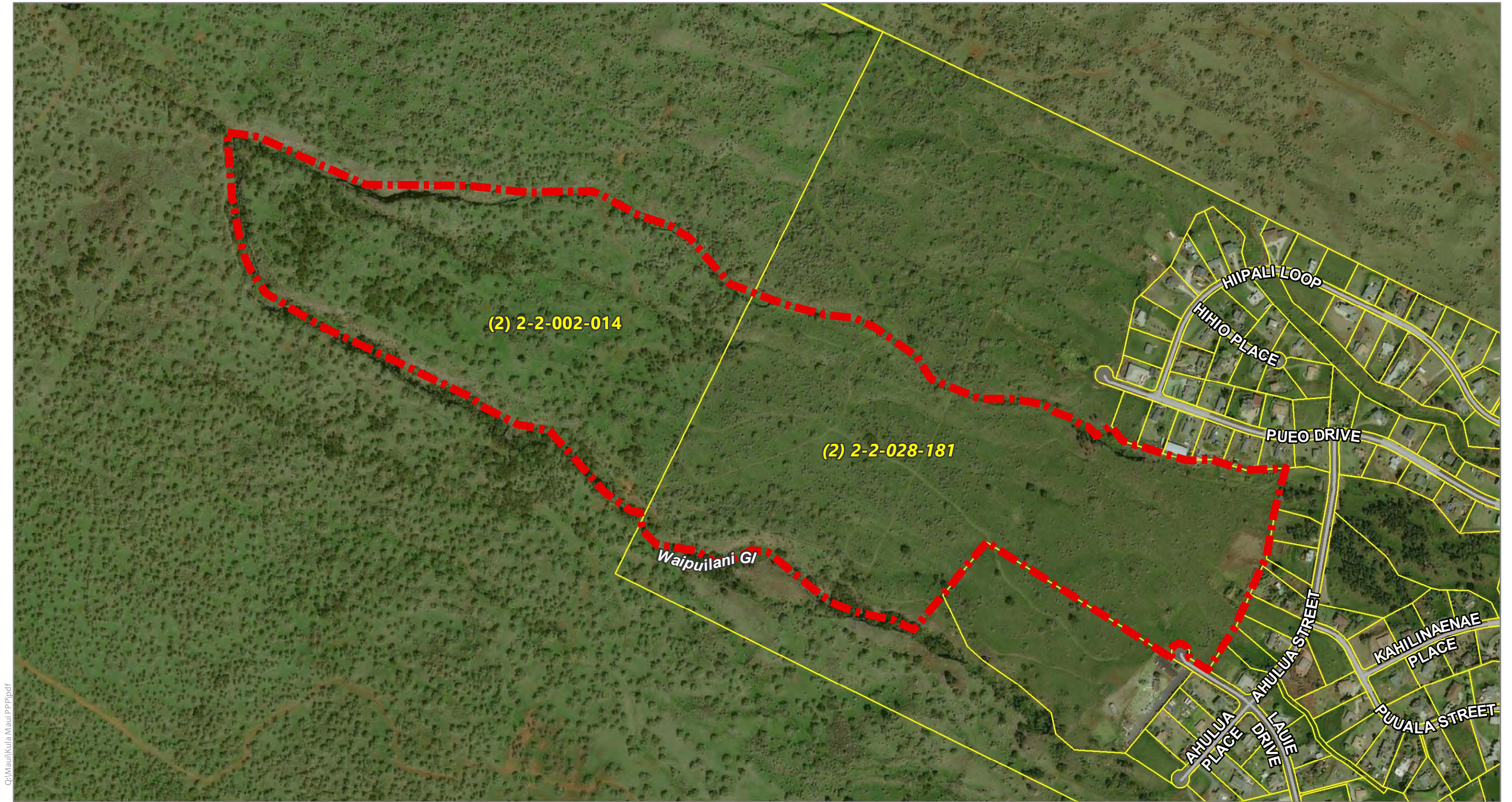
Figure 3  
Aerial Map  
**WE DO**

DATE: 8/1/2024



Island of Maui





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**Legend**

-  Project Area
-  Roadways
-  TMK

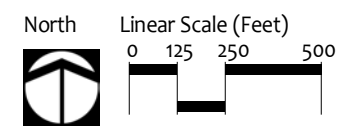
Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008.

Disclaimer: This graphic has been prepared for general planning purposes only.

Figure 4 DATE: 8/1/2024

**Tax Map Key (TMK)**

**WE DO**



Island of Maui



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### **2.1.2 Existing Land Use Designations**

Current land use designations for the proposed Project:

- *State Land Use: Agriculture (Figure 5)*
- *DHHL Maui Island Plan: General Agriculture, and Conservation (Figure 6)*
- *County Zoning: Agriculture (AG) (Figure 7)*
- *Special Management Area (SMA): Not Within SMA*

### **2.1.3 Surrounding Land Uses**

The approximately 150-acre Site, identified as TMKs (2) 2-2-002-014 and (2) 2-2-028-181, generally slopes mauka to makai (east to west) from elevation 2,125 feet to elevation 1,490 feet.

The Site is located northwest of the Kēōkea community and borders the existing Waiohuli Community Center and a residential neighborhood to the east and southeast. Lands to the north, south and west of the Site are all vacant with shrubbery and other natural vegetation. Views from the site are expansive. See Figure 8.

See Figure 9 for photographs of the Project Site.

## **2.2 PURPOSE AND NEED**

Pursuant to DHHL’s mission<sup>1</sup>, the purpose of the project is to build capacity and economic development for the Waiohuli community. Goals for the project include:

- Maximize use of the existing Waiohuli Community Center as a space for job training, business incubation, and production.
- Develop a flexible space (indoor and outdoor) for capacity building in the trades.
- Staff the educational and community facilities with persons trained on site.
- Create career mentoring and employment opportunities in multiple fields of expertise and services.
- Leverage public resources and services to secure deliberate, sustainable private communities and expertise to provide the best, affordable, and timely development solutions possible.
- Propose land uses that are consistent and complimentary with the DHHL’s Waiohuli Regional Plan and land use designations.

---

<sup>1</sup> It is DHHL’s mission “to manage the Hawaiian Home Lands trust effectively and to develop and deliver lands to native Hawaiians. We will partner with others towards developing self-sufficient and healthy communities.”

## **2.3 PROJECT DESCRIPTION**

The project is a public-private collaboration to combine traditional construction of a development plan with community-based job opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for the Waiohuli community. While the purpose of the project is to build capacity and economic development for the Waiohuli community, the project has been assessed under a potential full buildout scenario to gain a comprehensive understanding of all possible impacts in compliance with HRS Chapter 343. Figure 1 illustrates the conceptual site plan.

A description of the anticipated land uses follows.

### **Community Support Training Facilities**

An area of the Site designated to the Community Support Training Facilities is proposed to be located near the roadway entrance along both sides of the Lau'ie Drive extension, comprising a total of 6 acres. This component of the plan will complement the existing Waiohuli Community Center abutting these areas to offer community facilities, social services and other resources for the broader Waiohuli region. Potential uses could include recreational spaces, educational and workforce training facilities, multi-purpose functional spaces, as well as health and wellness facilities that feature both traditional Hawaiian healing practices and western medical services. Community support training facilities and concepts will be developed to align with the desired needs of the community and will be invaluable for the Waiohuli region, given the remoteness of the community.

### **Infrastructure Training Sites**

Three segments of the Site, totaling approximately 31 acres, will be utilized as the Infrastructure Training Sites. This includes areas on the far eastern end of the Site near the Lau'ie Drive entrance, a segment in the central portion of the Site, and an area near the far western end of the Site. These areas will primarily serve as a component of the plan that will support job training related to infrastructure construction. Infrastructure development through job training facilities could eventually provide the means for future growth within the Site. Within the Infrastructure Training Sites in the central portion of the Site, a water well capable of 350 gallons per minute (gpm) production is proposed. The proposed yield and pumping capacity were determined based on estimated water demand outlined by a groundwater feasibility study conducted in 2022 to evaluate potential build out of the Site if community development is considered in the future. The segment on the far western end of the Site is being considered to develop wastewater treatment package plant scalable to the proposed uses to serve the community support training facilities and will be designed with capacity to serve potential future growth on the Site if desired by the Waiohuli community.

### **Agriculture Development Training Sites**

The Agriculture Development Training Sites will comprise approximately 42 acres, stretching along the northern and southern portions of the Site, as well as a central portion makai of the existing Waiohuli Community Center. This segment of the Site will primarily provide space for educational facilities and job training in the agricultural industry rooted in indigenous knowledge and traditional Hawaiian farming. Agriculture cultivated in these areas will also be a resource for the community and serve as an opportunity to build on indigenous knowledge cultivating native plants using traditional Hawaiian farming techniques. Agricultural development on the Site will also offer economic opportunities for commercial development to generate revenue streams for the Waiohuli community.

### **Renewable Energy Development/Training Sites**

A large 26.4-acre segment along the western boundary of the Site has been planned as an opportunity to for training focused on renewable energy development that could also support potential future growth on the Site and the neighboring communities.

### **Natural Drainage Gulch Areas**

A contiguous natural green space corridor will be incorporated into the conceptual plan that is designed to follow existing land contours. The green space buffer abutting the gulches will provide ecosystem services by maintaining natural drainage to minimize erosion, facilitate flood control, and preserve natural habitat corridors for wildlife. The green space corridor will also offer a natural buffer between the proposed development areas and the gulches that form the boundaries of the Site as well as providing natural spaces separating plan elements.

## **2.4 DEVELOPMENT TIMETABLE AND PRELIMINARY COSTS**

The project is expected to be completed in phases as funds and capacity are made available, completion of necessary land use approvals, and construction permits. Construction costs are estimated to be approximately \$ 280 million in 2024 dollars.





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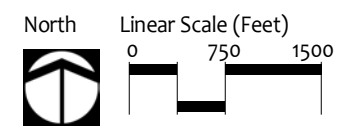
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DATE: 8/1/2024

**Legend**

- |   |  |
|---|--|
|  Project Area | <b>State Land Use Districts</b>  |
|  TMK          |  Agricultural |
|   |  Rural        |

**Figure 5**  
**State Land Use Districts**  
**WE DO**

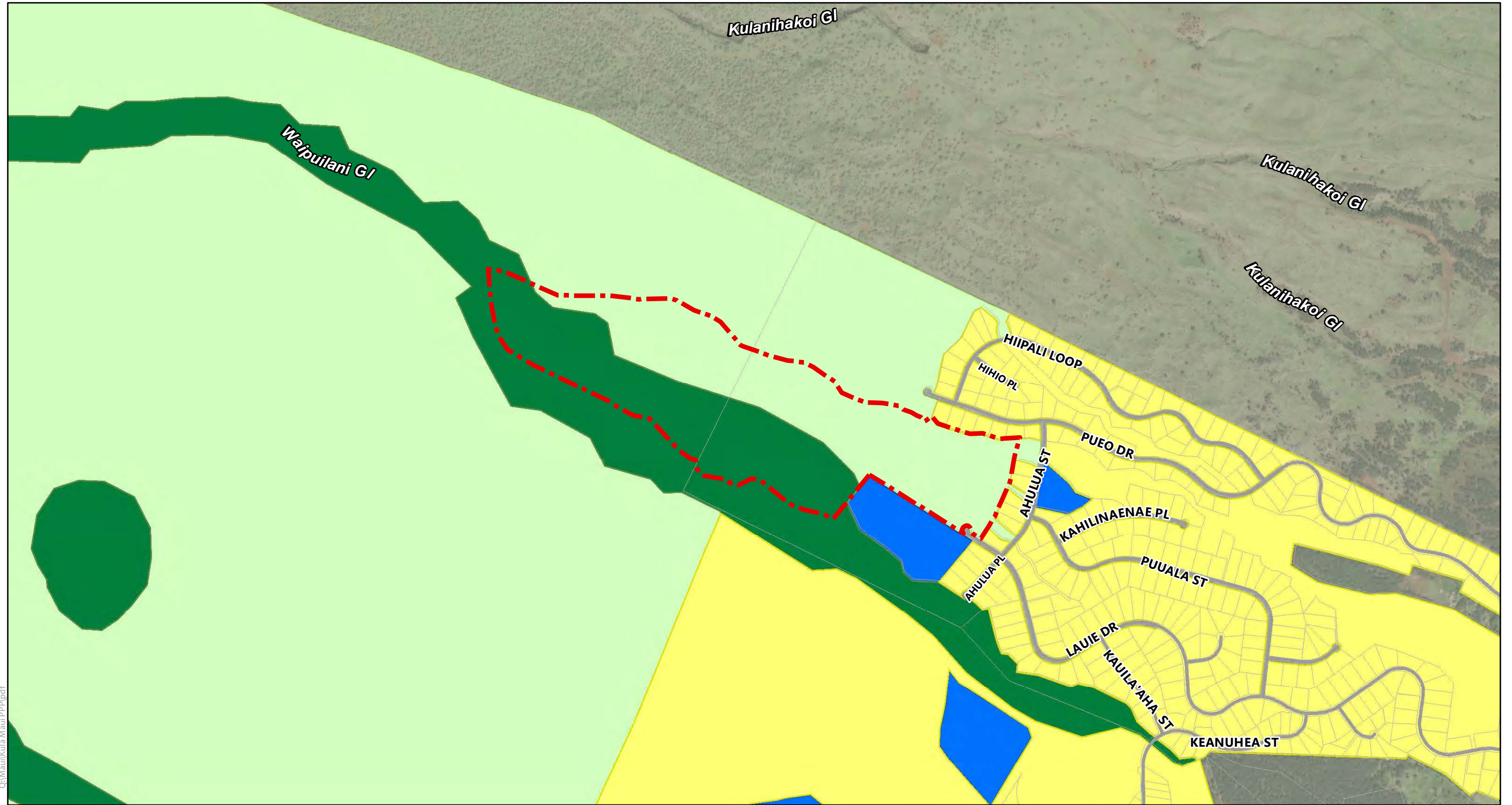


Island of Maui



Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008. State Land Use Commission, 2020.

Disclaimer: This graphic has been prepared for general planning purposes only.



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**Legend**

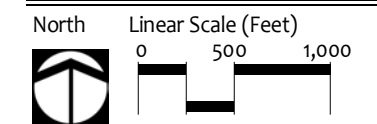
- |              |                              |                     |
|--------------|------------------------------|---------------------|
| Project Area | <b>DHHL Maui Island Plan</b> | General Agriculture |
| Roadways     | Community Use                | Residential         |
| TMK          | Conservation                 |                     |

Source: ESRI online basemap. County of Maui, 2019.  
 Disclaimer: This graphic has been prepared for general planning purposes only.

Figure 6  
 DHHL Land Use Designation  
 (Maui Island Plan, 2019)

DATE: 8/1/2024

**WE DO**





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**Legend**

- Project Area
- Roadways
- TMK
- Zoning**
- AG Agriculture
- (road)

Source: ESRI online basemap. County of Maui, 2016 & 2021 & 2023. DLNR DAR, 2008.

Disclaimer: This graphic has been prepared for general planning purposes only.

Figure 7  
Maui County Zoning  
**WE DO**

DATE: 8/1/2024

North Linear Scale (Feet)

0 125 250 500

Island of Maui



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**Legend**

- Project Area
- Roadways
- TMK

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008.

Disclaimer: This graphic has been prepared for general planning purposes only.

Figure 8 DATE: 8/1/2024

**Surrounding Uses Map**

**WE DO**

North Linear Scale (Feet) Island of Maui

0 500 1,000 2,000 PBR HAWAII & ASSOCIATES, INC.



Figure 9: Site Photographs

(Insert Figure 9 Page 2)

### **3 DESCRIPTION OF THE NATURAL ENVIRONMENT, POTENTIAL IMPACTS, AND MITIGATION MEASURES**

This section describes existing conditions of the natural environment, potential impacts related to Proposed Project, and mitigation measures to minimize impacts.

#### **3.1 CLIMATE**

The climate of Maui varies greatly due to its diverse climate resulting from the range of topography and unique geographic features. The island experiences a tropical climate, characterized by warm temperatures year-round with a wet and dry season. Northeast trade winds typically occur during the day, while winds from the southwest typically occur during the night due to cold air drainage from the mountains. (Giambelluca, et al., 2014).

Kēōkea, located in the Upcountry region on the slopes of Haleakalā, has a subtropical highland climate. Sitting at an elevation of around 2,860 feet (870 meters), Kēōkea experiences cooler temperatures compared to coastal areas, typically ranging from 64°F to 72°F (18°C to 20°C). The area receives moderate rainfall averaging a mean annual rainfall of 20.2 inches, contributing to lush vegetation and agricultural activity. Rainfall is more common in the winter months (November to March), while the summer months (April to October) are relatively drier. The cooler temperatures and pleasant climate make Kēōkea a popular destination for those seeking a reprieve from the warmer coastal areas (Giambelluca, et al., 2013).

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

It is anticipated that the Project will cause no significant impacts to the climate. Any potential impacts during construction will be mitigated to the best degree possible in compliance with all applicable laws. After completion under a potential full build-out scenario, the Project is not anticipated to have a significant impact on the climate.

#### **3.2 GEOLOGY AND TOPOGRAPHY**

The island of Maui was built by two major volcanoes, the West Maui Mountains, the older volcano also known as Mauna Kahālāwai, and Haleakalā, the more recently active volcano. The Site is located on the western slope of Haleakalā, a dormant volcano that last erupted around 1790. The approximately 150-acre Site generally slopes mauka to makai (east to west) from elevation 2,125 feet to elevation 1,490 feet (Figure 10).

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The proposed project has been conceptualized in a manner that conforms to Waiohuli's contours. Situated on lands between two gulches, development sites are located on lands with less slope to minimize grading. The renewable energy training sites and the proposed solar farm are located downslope from development training areas and other land uses within the Site at a position to

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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avoid glint and glare to areas within the Site and other nearby community uses. Nevertheless, site slopes are significant and geotechnical investigation is recommended prior to design and siting of any structures. The conceptual land use plan has been designed to maintain existing topographic features that preserve the natural drainageways within the gulches. A contiguous natural green space corridor will be incorporated into the conceptual plan that is designed to follow existing land contours. The green space buffer abutting the gulches will provide ecosystem services by maintaining natural drainage to minimize erosion. Proposed grading for the project will be in conformance with the Maui County Grading Ordinance and will involve consultation with a civil engineer. To minimize potential impacts, grading will be segmented and appropriate measures will be taken to maintain compliance with Chapter 20.08 (Soil Erosion and Sedimentation Control) of the Maui County Code (MCC).

### **3.3 SOILS**

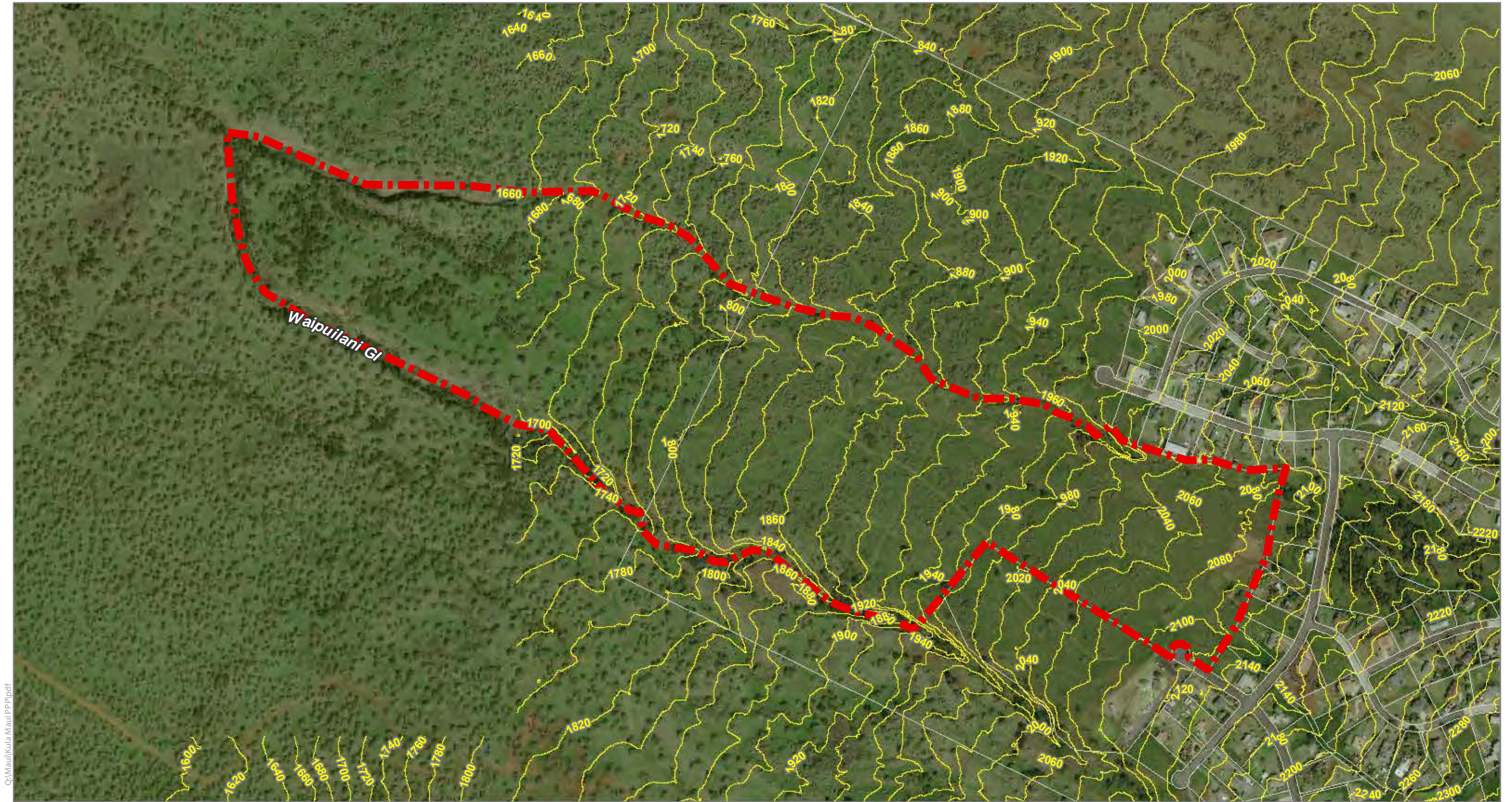
There are three (3) soil suitability studies prepared for Hawai'i that illustrate and describe the physical attributes of land and the relative productivity of different land types for agricultural production. These studies are: 1) the U.S. Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Soil Survey; 2) the University of Hawai'i Land Study Bureau (LSB) Detailed Land Classification; and 3) the State of Hawai'i Department of Agriculture's Agricultural Lands of Importance to the State of Hawai'i (ALISH) system.

#### **3.3.1 NRCS Soil Survey**

The USDA Natural Resources Conservation Service (NRCS) prepared the *Soil Survey of the Island of Hawai'i, State of Hawai'i* in 1973. This survey was patterned after a soil classification procedure adopted for nationwide, uniform application. Soil types are described according to characteristics such as permeability and water capacity, corrosivity, shrink/swell potential, and erosion hazards, as well as their suitability for a variety of commercial crops and agricultural uses.

According to the NRCS survey, all the soil within the Project Site are classified as Kamaole Very Stony Silt Loam (KGKC), 3-15% slope (Figure 11).

The Kamaole series consists of well-drained soils on uplands on the island of Maui. These soils developed in volcanic ash and are gently to moderately sloping. Elevations typically range from 1,500 to 2,800 feet. The natural vegetation consists of bermudagrass, castorbean, false mallow, feather fingergrass, and kiawe. These soils have traditionally been used for pasture and wildlife habitat. The surface layer is dark brown and dark reddish-brown silt loam and silty clay loam about 8 inches thick. This soil type has an agricultural capability classification of VI<sub>1</sub> if non-irrigated (pasture group 3). Runoff is slow to medium with moderate permeability and the erosion hazard is slight to moderate.



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**Legend**

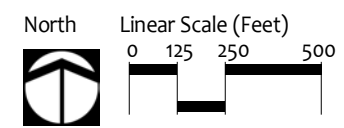
-  Project Area
-  TMK
-  20ft Topography

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008.

Disclaimer: This graphic has been prepared for general planning purposes only.

Figure 10  
Topography  
**WE DO**

DATE: 8/1/2024








Island of Maui





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**Legend**


- |   |   |
|---|---|
|  Project Area | <b>NRCS Soil Classification</b>   |
|  Roadways     |  KGKC: Kamaole very stony silt loam, 3 to 15 percent slopes                              |
|  TMK          |  WID2: Waiakoa extremely stony silty clay loam, 3 to 25 percent slopes, eroded, MLRA 157 |

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008. USDA NRCS, 2020.

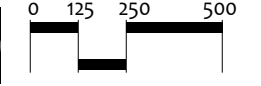
Disclaimer: This graphic has been prepared for general planning purposes only.

Figure 11  
NRCS Soil Survey  
**WE DO**  
DATE: 8/1/2024


North



Linear Scale (Feet)



Island of Maui



### **3.3.2 LSB Detailed Land Classification**

The LSB Detailed Land Classification evaluates the quality or productive capacity of certain lands for selected crops and overall suitability in agricultural use for non-urbanized lands, which was conducted from 1965 through 1972. The study uses a five-class productivity rating system with “A” representing the highest productivity and “E” the lowest. This series of reports were produced with the intention of developing a land inventory and productivity evaluation based on statewide “standards” of crop yields and levels of management.

The Project Site is classified as “C” (Fair) under the LSB system (Figure 12).

### **3.3.3 Agricultural Lands of Importance to the State of Hawai‘i**

The Agricultural Lands of Importance to the State of Hawai‘i (ALISH) classification system is based primarily, but not exclusively, on soil characteristics, the criteria for classification of lands, and the inventory of prime farm lands that meet the criteria or similar criteria for the respective classes in the national NRCS classification system. The ALISH system identifies and maps three broad classes of agricultural land – Prime, Unique, and Other Important Agricultural Land, as well as Unclassified Land.

The soils within the Project Site are “Other” under the ALISH system (Figure 13).

## ***POTENTIAL IMPACTS AND MITIGATION MEASURES***

Potential impacts and possible mitigation measures include:

- Agricultural Lands. The Project Site is classified as “fair” and “other” respectively under the LSB and ALISH classification systems, which determines agricultural productivity and/or significant agricultural lands. Implementation of the proposed Project will not significantly reduce the inventory of productive lands available for agricultural uses, and will not have short-term, long-term, direct, or indirect impacts on the inventory of productive agricultural lands available on Maui. The Project also includes opportunities for developing traditional agricultural practices for training facilities and will therefore utilize the productive lands as a means of restoring culturally significant agriculture.
- Construction Impacts. The proposed Project will require land disturbance activities during construction, which has the potential for short-term impacts consistent with construction activities. During construction and grading phases for the Project, there is potential for fugitive dust generation and soil erosion within the Project Site. All construction activities will be done in compliance with applicable Federal, State, and County regulations and rules for strict erosion control measures, including State Water Quality Standards as specified in HAR, Chapter 11-54 Water Quality Standards and Chapter 11-55 Water Pollution Control, Department of Health (DOH).

## Waiohuli Economic Development Opportunities

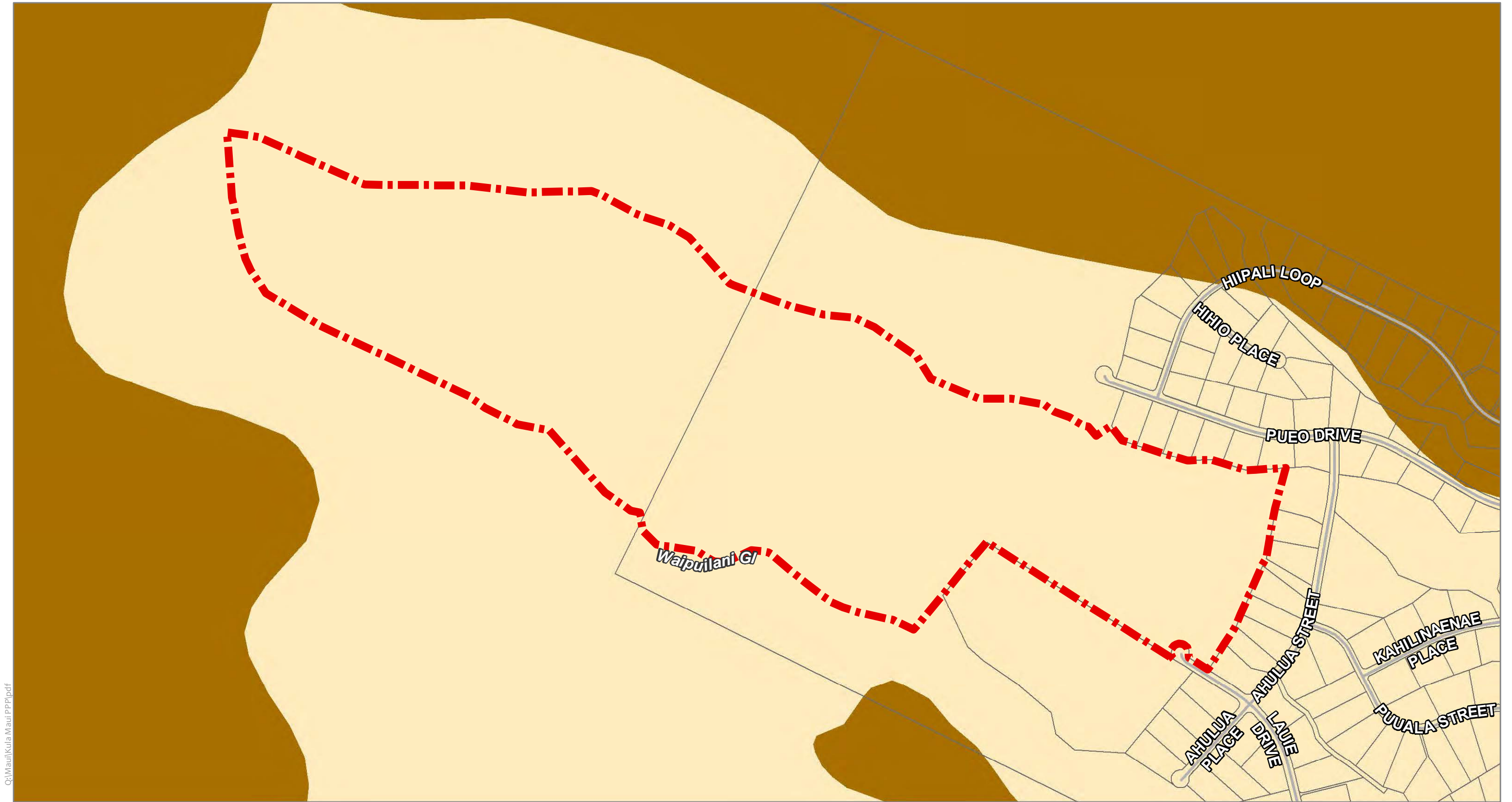
### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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Prior to issuance of a grading permit by the County of Maui, an erosion control plan and Best Management Practices (BMPs) required for the National Pollutant Discharge Elimination System (NPDES) permit will be prepared describing the implementation of appropriate storm water runoff and/or soil disturbance mitigation and erosion control measures during construction activities. After construction, establishment of landscaping and/or other design features will provide long-term erosion control for unpaved areas. Measures to control erosion during construction and grading may include:

- Minimizing the time of construction;
- Constructing drainage control features early in phasing;
- Using temporary area sprinklers in non-active construction areas when ground cover is removed;
- Providing a water truck on-site during the construction period to provide for immediate sprinkling, as needed;
- Using temporary berms and cut-off ditches, where needed, for erosion control;
- Watering graded areas when construction activity for each day has ceased;
- Grassing or planting all cut and fill slopes immediately after grading work has been completed; and
- Installing silt screens, where appropriate.





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**Legend**








	Project Area	<b>LSB Land Classification</b>
	Roadways	 C - Fair
	TMK	 E - Very Poor

Figure 12  
 LSB Detailed Land Classification  
**WE DO**

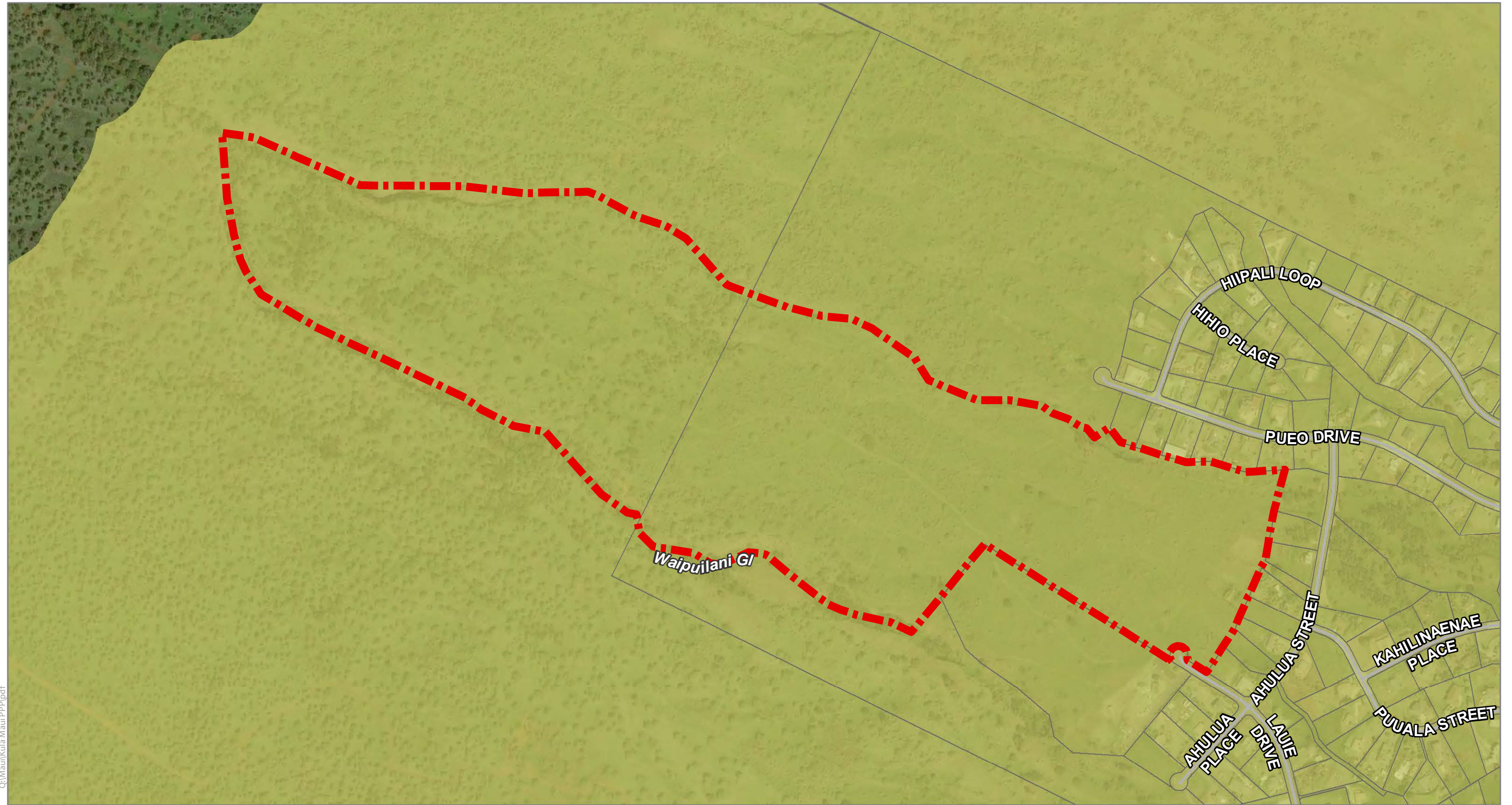
DATE: 8/1/2024

North  Linear Scale (Feet)

0 125 250 500

Island of Maui 

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008. University of Hawaii Land Study Bureau, 1967, digitized by State OP, 2012.  
 Disclaimer: This graphic has been prepared for general planning purposes only.



**Legend**

- Project Area **ALISH**
- Other ALISH
- Roadways
- TMK

Figure 13  
 Agricultural Lands of Importance  
 to the State of Hawaii

DATE: 8/1/2024

**WE DO**

North Linear Scale (Feet)

0 125 250 500

Island of Maui

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008. State Department of Agriculture, 1977, digitized by OP.  
 Disclaimer: This graphic has been prepared for general planning purposes only.

### **3.4 HYDROLOGY AND DRAINAGE**

#### **Ground Water**

Maui County contains five major water systems, all of which are operated by the Department of Water Supply (DWS): Central Maui, Upcountry Maui, West Maui, East Maui, and Moloka'i. Water sources consist of streams (surface water) and aquifers (groundwater). The majority of the water supplied by DWS comes from groundwater as it is typically reliable and abundant and less expensive to purify than surface water (County of Maui, 2010).

The Maui Island Water Use and Development Plan (WUDP) provides a plan for the management, use, and protection of water resources on Maui by all water users over a 20-year period. As a component to the statewide Hawai'i Water Plan, each county prepares a WUDP. The Draft Maui WUDP Update was prepared by the DWS. The Update was approved by the Board of Water Supply in January 2019 and was submitted to the Maui County Council for adoption by ordinance in March 2019.

The State Department of Agriculture oversees and promotes diversified agriculture and state-owned irrigation systems. The 2004 Agricultural Water Use and Development Plan (AWUDP) projected demand to 2020 on lands served by major irrigation systems which include the East Maui and Upcountry Maui irrigation Systems.

To identify and describe these aquifers, the DOH classifies groundwater under an aquifer coding system. According to the WUDP, the Site is located within the Central Aquifer Sector.

To protect the quality of Hawai'i's underground drinking water sources from physical, chemical, radioactive, and/or biological contamination that could originate from injection well activity, the DOH Safe Drinking Water Branch administers the Underground Injection Control (UIC) program. DOH Administrative Rules, Title 11, Chapter 23 provides conditions governing the location, construction, and operation of injection wells so that injected fluids do not migrate and pollute underground sources of drinking water. The boundary between exempted aquifers and underground sources of drinking water is generally referred to as the UIC Line. Restrictions on injection wells differ, depending on whether the area is mauka or makai of the UIC line.

#### **Surface Water & Wetlands**

There are no wetlands on or near the Site, according to the National Wetlands Inventory (USFWS, 2022). The Site's western (makai) boundary is located approximately three miles from the nearest coastline. This coastline is classified as Class A water. According to the DOH Water Quality Standards, "It is the objective of class A waters that their use for recreational purposes and aesthetic enjoyment be permitted as long as it is compatible with the protection and propagation of fish, shellfish, and wildlife, and with recreation in and on these waters" (§11-54-03, HAR).

The State of Hawai'i's General Policy of Water Quality Antidegradation (§11-54-1.1, HAR) states that the level of water quality necessary to protect existing uses shall be maintained and

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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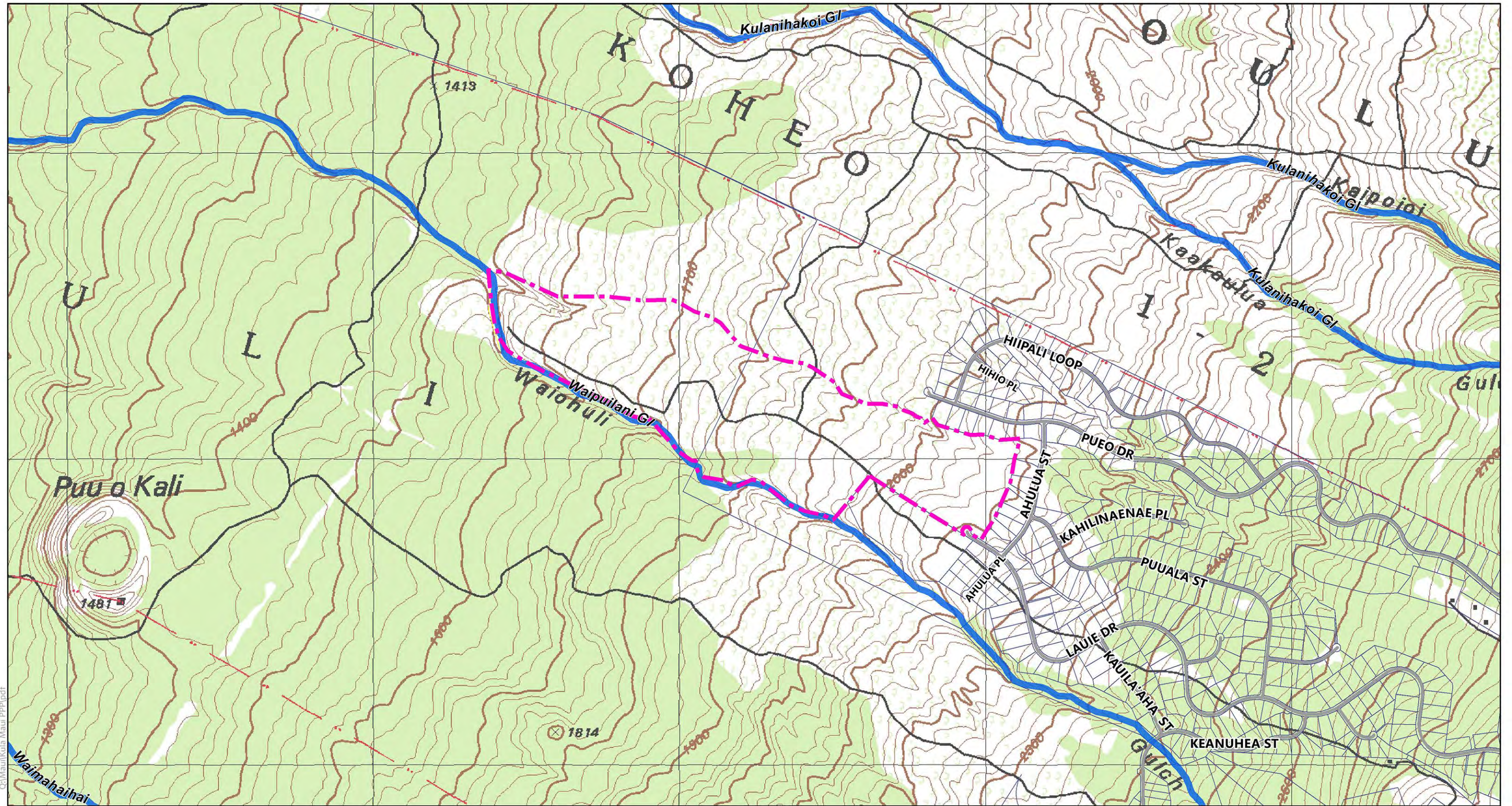
protected. In the case that water quality exceeds levels necessary to protect aquatic habitats, water quality may not be degraded without director approval.

All discharges related to construction and/or operation activities within the Site must comply with the Water Quality Standards, specified in HAR, Chapter 11-54, and/or permitting requirements, specified in HAR, Chapter 11-55.

See Figure 14 for a map of surface water and wetlands near the Project Site.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

Under the potential full buildout scenario, the Project will increase the existing stormwater runoff due to addition of impervious surfaces such as building roofs, pavement and concrete walkways. While the Project will increase runoff, it is not anticipated to generate any adverse drainage effects on downstream properties and/or roadways. A contiguous natural green space corridor will be incorporated into the conceptual plan that is designed to follow existing land contours. The green space buffer abutting the gulches will provide ecosystem services by maintaining natural drainage to minimize erosion, facilitate flood control, and preserve natural habitat corridors for wildlife. The proposed drainage improvements will also include a series of drain inlets with accompanying drain lines to collect and convey the increased stormwater runoff into the gulches surrounding the Project Site. Please see Section 4.7.3 for more details on proposed drainage improvements.



**Legend**

- - - Project Area
- Stream
- Roadways
- Non-Perennial
- TMK

Source: USGS Map. County of Maui, 2016 & 2021. DLNR DAR, 2008.  
 Disclaimer: This graphic has been prepared for general planning purposes only.

Figure 14  
 Surface Water Map

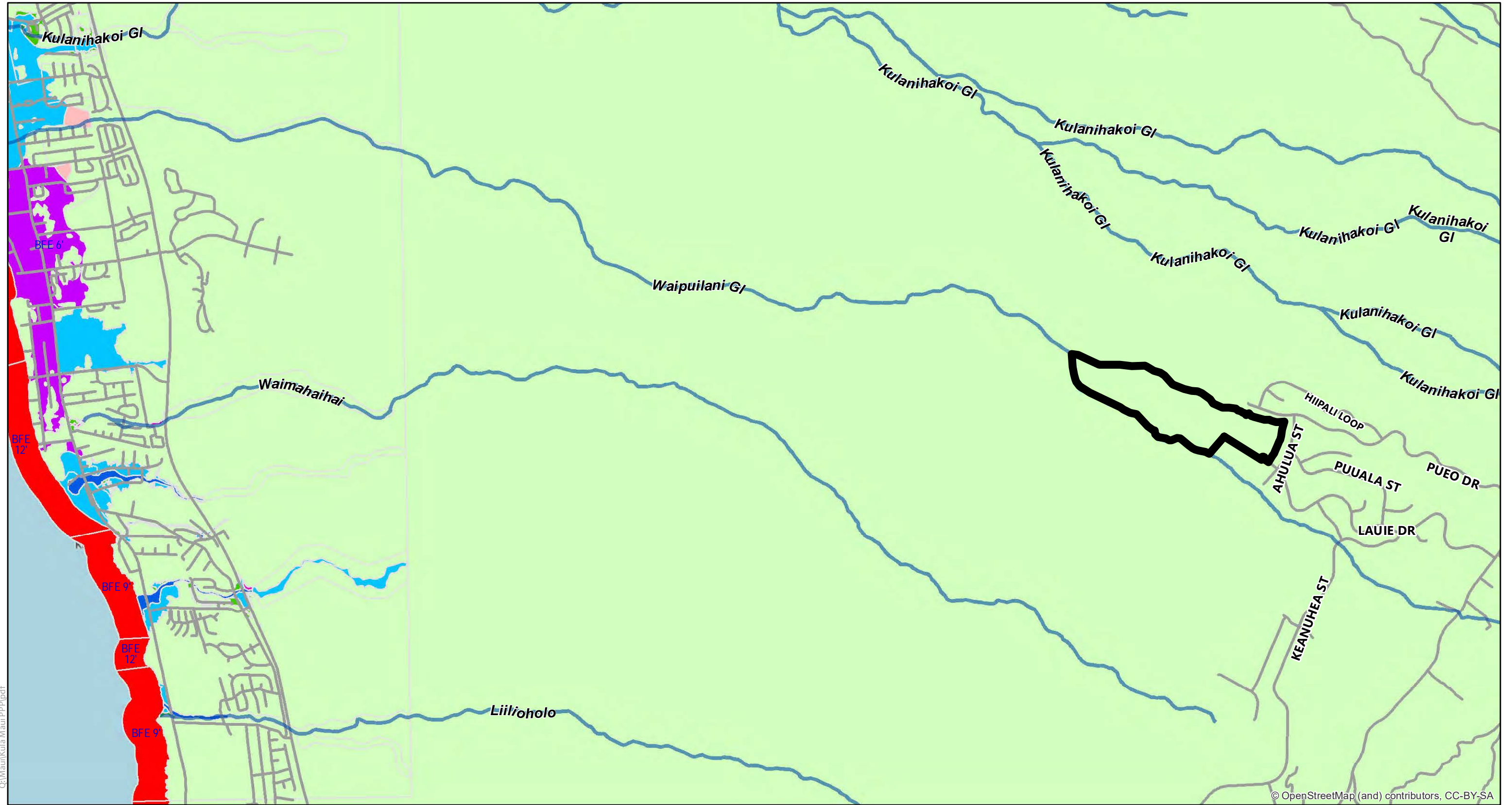
DATE: 8/29/2022

**WE DO**

North Linear Scale (Feet)

0 500 1,000

Island of Maui



© OpenStreetMap (and) contributors, CC-BY-SA  
DATE: 8/1/2024

**Legend**

- Project Area
- Stream
- Roadways
- Flood Hazard Areas**
- A: 1%-Annual-Chance Flood, no BFE
- AE: 1%-Annual-Chance Flood, with BFE
- AO: 1%-Annual-Chance Flood, Flood Depths of 1-3ft, Average Depths Determined
- VE: 1%-Annual-Chance Coastal Flood, with BFE
- AH: 1%-Annual-Chance Flood, Flood Depths of 1-3ft, with BFE
- XS: 0.2%-Annual-Chance Flood
- X: Outside 0.2%-Annual-Chance Floodplain
- AEF: Floodway Areas in AE

Figure 15  
Flood Insurance Rate Map (FIRM)

**WE DO**

North Linear Scale (Feet)  
0 1,250 2,500

Island of Maui

Source: ESRI online basemap. County of Maui, 2016 & 2021. DLNR DAR, 2008. FEMA Flood Map Service Center, 2021.  
Disclaimer: This graphic has been prepared for general planning purposes only.

### **3.5 NATURAL HAZARDS**

Maui is susceptible to potential natural hazards, such as flooding, tsunamis, hurricanes, earthquakes, and wildfires. This section provides an analysis of the Project Site's vulnerability to such hazards.

#### **3.5.1 Flooding**

The Federal Emergency Management Agency (FEMA) publishes flood information through the National Flood Insurance Program (NFIP) in the form of Flood Insurance Rate Maps (FIRM). These maps are used by government and insurance agencies to determine the relative potential for damage during flood events. According to the Flood Insurance Rate Map (FIRM) Panel 1500030595E, effective September 24, 2009, prepared by the Federal Emergency Management Agency (FEMA), National Flood Insurance Program, the Site is located within Zone X. Zone X indicates an area of minimal flood hazard with a less than 1 percent chance flood event. See Figure 15.

#### **3.5.2 Tsunami**

The Project Site is located at a very high elevation and is therefore not located within the tsunami evacuation zone. There is no threat of tsunami hazards and the Site is far away from any evacuation routes.

#### **3.5.3 Hurricanes**

The Hawaiian Islands are seasonally affected by Pacific hurricanes from the late summer to early winter months. During hurricanes and storm conditions, high winds cause strong uplift forces on structures, particularly on roofs. Wind-driven materials and debris can attain high velocity and cause devastating property damage and harm to life and limb. It is difficult to predict these natural occurrences, but it is reasonable to assume that future events will occur. While direct hits from hurricanes are not common, the vulnerability of Maui to potential hurricane impacts is possible. Due to the higher elevation, the Project Site could be vulnerable to wind patterns that would be especially dangerous in the unlikely event of a direct hit from a powerful storm. The possibility of extreme hurricane may increase as climate change drives more unpredictable weather patterns in the future.

#### **3.5.4 Earthquakes**

In Hawai'i, most earthquakes are linked to volcanic activity, unlike in other places where a shift in tectonic plates is often the cause of an earthquake. Each year, thousands of earthquakes occur in Hawai'i, but the vast majority are so small they are detectable only with highly sensitive instruments. However, moderate and disastrous earthquakes have occurred in the islands, particularly on Hawai'i Island, due to its geologically active nature.

The Project Site is subject to a minimal level of seismic risk although some minor impacts may result under a potential significant event on the neighboring island of Hawai'i. FEMA identifies

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earthquake hazards using seismic design categories (SDCs) that range from A (lowest risk) to E (highest risk). According to FEMA earthquake hazard maps, the Project Site is not identified as a risk (FEMA, 2020).

#### **3.5.5 Volcanic Hazards**

Volcanic hazards include lava flows and emission of volcanic gases (vog). The island of Maui has not experienced lava flows in over a century and the island's volcanoes are considered to be dormant. Volcanic gases, which are visible as a fog known as vog, are emitted during all types of eruptions on neighboring Hawai'i Island. Any hazard posed by volcanic gases is greatest immediately downwind from active vents; the concentration of such gases diminishes quickly as they mix with air and are carried by winds away from the source (USGS, 1997). The prevailing northeasterly trade wind flow tends to push vog and airborne particulates away from Maui. However, the amount of vog and other airborne particulates can significantly increase during periods when the winds are from the southwest.

#### **3.5.6 Wildfires**

The wildfires that occurred in Maui on August 2023 are one of the deadliest US wildfires in recent years. Hurricane winds and dry grasslands intensified the fires occurring in multiple locations within the island such as Olinda, Kula, Pūlehu, and Lāhainā (Pacific Disaster Center, 2023). The wildfires devastated Lāhainā the most, leaving 98 people dead, 2,100 acres burned, and 2,142 structures damaged or destroyed (Pacific Disaster Center, 2023). It will cost almost 6 billion to rebuild Lāhainā (Pacific Disaster Center, 2023).

Makai of the WEDO project site, the wildfires in Kula burned 678 acres of land and 19 homes (County of Maui, 2023). Currently, nonnative fire prone grasses and shrubs create a significant hazard as they can become fire prone in drought conditions (Hawai'i Wildfire Management Organization, 2014). WEDO provides an opportunity to revegetate the site with native plants and trees that support watershed health to reduce the risk of wildfires.

### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The proposed project has been designed to mitigate potential flooding-related impacts to the Project Site by preserving the natural drainageways formed by the gulches along the boundaries of the property. In addition, the proposed design includes green spaces buffers as well along the boundary to further protect the existing drainageways.

Tsunami and hurricane hazards are unlikely to have an impact on the Project Site due to the distance from coastal areas, and therefore will not require any specific mitigation measures.

While the project will not contribute to the risk factors associated with wildfires, the recent history related to these hazards may require additional protocols for implementing efficient evacuation routes under the potential full-buildout scenario. The Applicant will work with local officials to mitigate the risks associated with wildfire hazards.



### **3.6 CLIMATE CHANGE**

Climatic trends which include rising air temperatures, decreasing prevailing northeasterly trade winds, increasing temperatures, and decreasing precipitation. Research also indicates that while Hawai'i may see an overall decline in rainfall, it will occur with heavier rainfall events (UH Sea Grant, 2014). The effects of climate change include impacts to stream base flows which in turn, are predicted to adversely affect aquifer recharge and freshwater availability (University of Hawai'i Sea Grant, 2014). Additionally, scientists have observed that all of the Hawaiian Islands have seen longer periods of drought in recent years. While models predict a variety of effects from changing rainfall patterns, if drought events increase in duration or frequency, there is a likelihood of increased stress to aquifers and increased risk of wildfire. Localized changes in precipitation and temperature, increased storm frequency and intensity, and marine water inundation due to sea level rise, is projected to affect Hawai'i over the coming decades.

#### ***POTENTIAL IMPACTS AND MITIGATION MEASURES***

Due to the location of the Project Site, the climate change impacts such as drought, wildfire, and severe storms are more likely to affect the proposed project than climate change impacts such as Sea Level Rise.

To minimize risk of adverse effects to life and property, the proposed project is designed to preserve natural drainage conditions at the existing gulches bounding the property. Impacts related to climate change in the form of heavy rain events and flooding are mitigated by providing drainage improvements and preserving natural buffers with the design of green spaces along the boundary with the existing gulches to reduce localized flooding. The addition of buffers at the gulches also serve to provide fire breaks to help protect the community in the event of wildfire.

In an effort to mitigate future climate change, the project aims to provide a self-sufficient community and alternative energy sources with renewable solar technology.

### **3.7 FLORA AND FAUNA**

A natural resources assessment was conducted in February 2024, documenting the current plant and animal species within the project area (Appendix B). The assessment included plant and animal surveys conducted over three days with focus on the areas with habitat that had a higher probability of encountering natives. This report includes recommendations and mitigations for native species located within the project area that could possibly be utilizing the habitats in and around the project area. See Figure 16 for a map of critical habitats near the Project Site.

In addition to the natural resources assessment, the archaeological literature review prepared for evaluation of historic resources provides information about site vegetation prior to human disturbance (Appendix C). The native vegetation before human impact would likely have been lowland dry and mesic forest, woodland, and shrubland and the site is near the transition to montane dry and mesic forest and woodland ecosystem at higher elevation.

A pre-assessment consultation was conducted from December 2023 through August 2024 with the Hawai'i Department of Land and Natural Resources (DLNR) Division of Forestry and Wildlife (DOFAW) and Division of Aquatic Resources (DAR). The purpose of the pre-assessment consultation was to identify potential project impacts on plant and animal species.

#### **3.7.1 Flora**

There are three main vegetation types found within the project area; panicum-cactus grassland occur in the upper elevation areas; disturbed dryland forest in the lower elevation areas, and gulch vegetation. The Project Site has experienced disturbances to the natural native habitat over the past couple centuries. Non-native species have been introduced over time, which now dominate much of the area.

The dominant species in the upper grassland areas are non-native Guinea grass and buffelgrass. The mauka portion of the Project Site is particularly dominated by non-native species and the native plant habitat identified during the survey were highly impacted by human activities, non-native ungulates, and introduced non-native plants. In the disturbed dryland forest, wiliwili is the dominant tree species, and occur in extensive groves. The ground in this area does not appear to have been as disturbed as in the mauka areas of the site. Understory is dominated by non-native grasses. The gulches are rocky and in places up to 100 feet deep. A variety of tree species are found on the gulch sides, and some natives were observed. A total of 80 nonnative species were identified on the Site. Ten native indigenous species were documented as follows: *Doryopteris decipiens*, *Erythrina sandwicensis*, and *Sicyos pachycarpus*. Indigenous species found were *Pellaea ternifolia*, *Ipomoea indica*, *Sida fallax*, *Oxalis corniculata*, *Plumbago zeylanica*, *Dodonaea viscosa*, and *Waltheria indica*. An inventory of the plant species encountered, including their distributional status in the Hawaiian Islands (endemic, indigenous, or naturalized exotics) is found within the Natural Resources Assessment (Appendix B). There were no species documented within the survey area that are listed as endangered or threatened under the federal or State of Hawai'i endangered species statues.

## **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The biological evaluation concluded that no threatened or endangered botanical resources will be impacted by the project. It is recommended that the makai portion of the project site be utilized as a preserve for the wiliwili forest and possibly an outplanting site for other native dryland species. The Project will incorporate these recommendations and design the renewable energy solar farm site to preserve the existing wiliwili trees located near the western end of the Project Site.

### **3.7.2 Fauna**

#### **3.7.2.1 Avian Species**

A total of 14 avian species were identified during the biological evaluation. Among those observed, only one native bird species was identified: the koa'e kea (*Phaethon lepturus*). However, it is probable that other native bird species may utilize the habitats within the Project Site, such as the Pacific Golden-plover or kōlea (*Pluvialis fulva*) and Hawaiian Short-eared owl or pueo (*Asio flammeus sandwichensis*).

The most prevalent birds were Zebra Dove (*Geopelia striata*), Common Myna (*Acridotheris tristis*), house finch (*Haemorhous mexicanus*), and scalybreasted munia (*Lonchura punctulata*).

None of the extant endemic endangered waterbird species were recorded on site as there is no habitat that any of the waterbird species would utilize for foraging or nesting in the project area.

#### **Hawaiian Short-Eared Owl**

Pueo are active during the day and are commonly seen hovering or soaring over open areas. Although there is limited information regarding the breeding of this species, nests have been found throughout the year. There were no pueo observed during the biological evaluation.

#### **Hawaiian Goose**

Although the Hawaiian Goose or Nēnē (*Branta sanvicensis*) were not observed in the project area and the sites habitat is not conducive for foraging and/or loafing, most human impacts to the species revolve around vehicular interactions or human feeding and disturbance.

#### **Hawaiian Seabirds**

Hawaiian seabirds may traverse the Project Site at night during the breeding, nesting, and fledging seasons (March 1 through December 15). Seabird fallout primarily occurs during the fledging season (September 15 through December 15) as chicks will fledge from their nests and use the moonlight to guide them to the ocean. Artificial lights, including those used during nighttime construction, can disorient seabirds and cause them to fall to the ground from exhaustion. While grounded, the birds are at increased risk of being attacked by predators, hit by automobiles, or starvation. Mammalian Resources

There were no native terrestrial species identified during the biological evaluation. Non native terrestrial species include, axis deer (*Axis axis*) and Feral pigs (*Sus scrofa*), Domestic dogs (*Canis familiaris*), cats (*Felis catus*), Small Indian mongoose (*Urva auropunctata*), roof rat (*Rattus*

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*rattus*), brown rat (*Rattus norvegicus*), Polynesian rat (*Rattus exulans hawaiiensis*), and European house mouse (*Mus musculus domesticus*).

Although the Hawaiian Hoary bat (‘ōpe‘ape‘a) was not detected during the survey, the native bat species is known to occur in this area. The Hawaiian hoary bat can be found in trees or shrubs 15 feet high or taller and will forage for insects from three to 500 feet above the ground. They are known to forage and roost in a wide range of habitats including forest.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

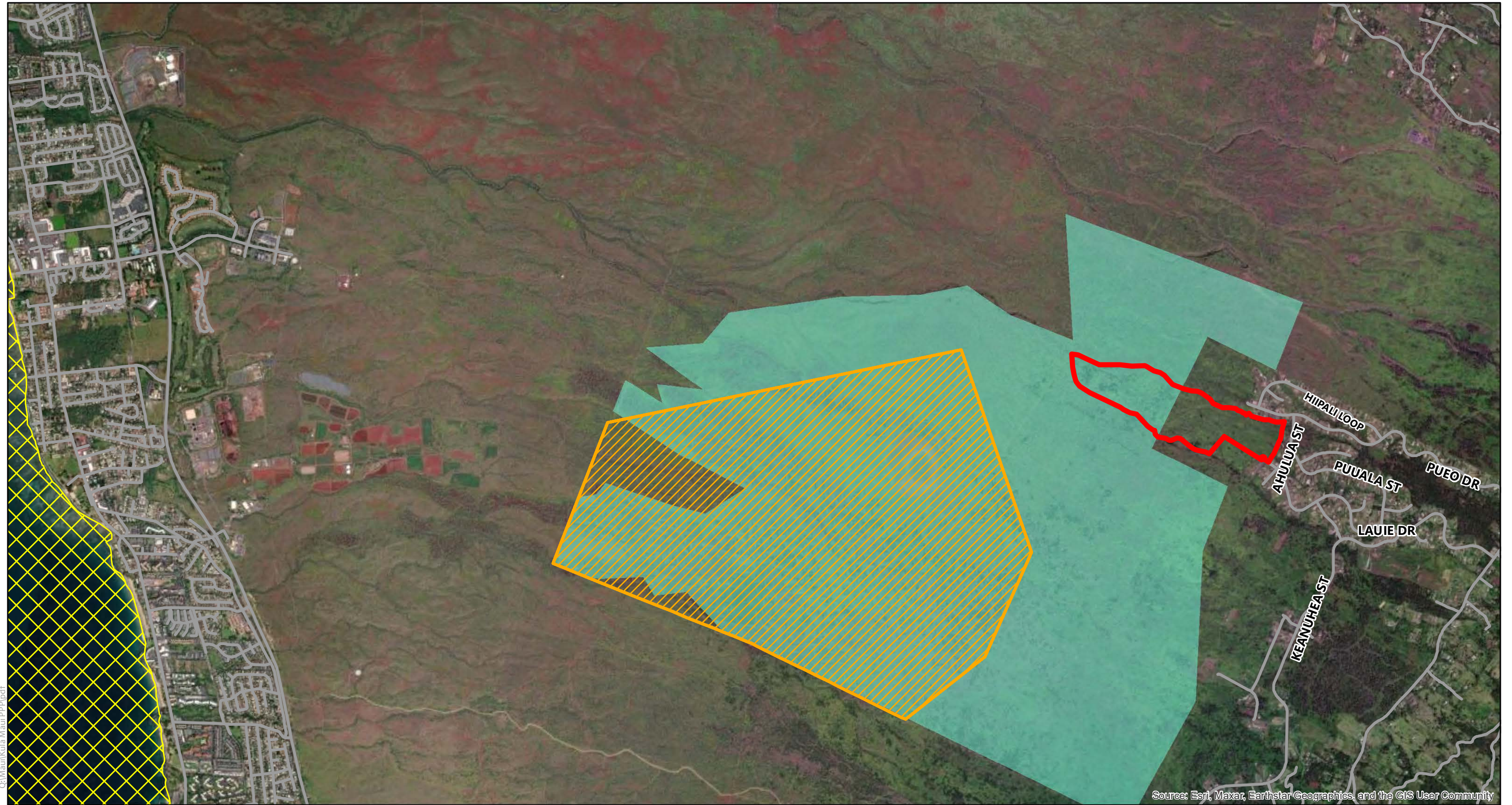
While theAlthough unlikely to impact native species, the following avoidance and minimization measures will be implemented.

To avoid impacts to the Hawaiian hoary bat, woody vegetation taller than 15 feet will not be cleared during the bat pupping season between June 1 and September 15. Barbed wire will not be used within the project site.

To minimize impacts to the Hawaiian Goose, the following measures will be taken:

- Don't feed birds especially if they approach for handouts.
- Secure all food rubbish in close trash receptacles.
- Establish a 15 mile an hour speed limit within the site.

To mitigate against seabird fallout, nighttime construction will be avoided. Automatic motion sensors switches and controls on all permanent outdoor lighting should be turned off when human activity is not occurring in the area.



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community  
DATE: 8/1/2024



**Legend**

- Project Area
- NOAA Hawaiian Monk Seal Critical Habitat
- USFWS Plants Critical Habitat
- USFWS Animals and Insects Critical Habitats
- Roadways

Figure 16  
Critical Habitat  
**WE DO**

North Linear Scale (Feet) Island of Maui

0 1,250 2,500

Source: ESRI online basemap. County of Maui, 2013 & 2016 & 2021. DLNR DAR, 2008. NOAA, 2022. USFWS, 2023.  
Disclaimer: This graphic has been prepared for general planning purposes only.

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## **4 DESCRIPTION OF THE HUMAN ENVIRONMENT, POTENTIAL IMPACTS, AND MITIGATION MEASURES**

This section describes the existing conditions of the human environment, preliminary potential impacts of the proposed Project, and preliminary mitigation measures to minimize any impacts.

### **4.1 HISTORIC RESOURCES**

An Archaeological Literature Review and Field Inspection (LRFI) was conducted by Scientific Consultant Services, Inc. (SCS) in June 2024 (Appendix C). Its purpose is to provide in brief a history of relevant archaeological inventories in the ahupua'a. The literature review documents prior archaeological reports pertaining to the project area and the vicinity, so as to determine what type of archaeological sites have been documented. It is also intended to gain an understanding of what archaeological features or sites are likely to be documented on the site or nearby the site. The field inspection was conducted by pedestrian survey to identify and surface archaeological features and to investigate the potential to impacts from the proposed project on those features. The LRFI also makes recommendations for future investigative work.

The LRFI provides historical setting, including traditional political boundaries; a description of traditional economy and political systems; and how settlement, economy, land management, and political systems changed through early contact with western explorers and later settlement.

The LRFI documents archaeological surveys conducted in the project area since the 1980's, noting earlier studies going back to the early 1900's. The LRFI reports that a site map prepared with a 1989 survey suggests that at least six historic properties fall within the project area (see Appendix C, Figure 8). It is noted in the LRFI that because of technological limitations carried out by efforts at a time without Global Positioning Systems (GPS), it is difficult to correlate locations with high confidence.

The field inspection included a pedestrian survey with the intention of relocating or identifying any new surface archaeological features. Only one archaeological feature was documented. This feature was identified as a Post-Contact cattle wall located along a portion of the northern boundary of the Project Site. The observed wall is constructed of basalt cobbles and incorporated bedrock outcrops within its alignment. The report opines that this feature may be one that was previously documented in 1987 and 1989 surveys or that it may be a newly identified historic property. The report notes that known heiau in the region have been located or confirmed as destroyed and based on the patterns of previous studies finding ritual sites or burials is relatively unlikely. However, it is more likely that there could be additional historic properties associated with ranching and dryland farming, although none were found during field inspection. Archaeological Inventory Survey (AIS) is recommended for the project area.

## **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The proposed project includes opportunities for housing, job creation, and power generation through development of the site. It is assumed that development of the site will involve ground disturbance which could impact previously recorded or yet to be inventoried archaeological features. To avoid, minimize, or mitigate (as needed) impacts to archaeological resources, the project proponents must maintain compliance with State of Hawai'i laws and regulations that protect such resources (Chapter 6E, Hawai'i Revised Statutes). DHHL and future project proponents will consult with the State Historic Preservation Division (SHPD) to determine the appropriate path forward to investigate the site for archaeological features for further evaluation of impacts and necessary mitigations in compliance with the law.

### **4.2 CULTURAL PRACTICES**

A cultural impact assessment (CIA) was conducted by Nohopapa Hawai'i, LLC to identify cultural practices that may occur in the area and any potential effects the project may have on these practices (Appendix D).

#### **EXISTING CONDITIONS**

The Project Site is located within the uplands of Waiohuli ahupua'a, in the moku (traditional district) of Kula, known today as the district of Makawao. The Project Site is situated on the lower slopes of Haleakalā, known in Hawaiian traditions as the "House of the sun". Waiohuli is described by historians as a "land division, gulch, and village" whose literal translation is said to mean "water of change," although this contrasts with the current arid conditions of the Kula region. (Handy, Handy, and Pukui 1972:510,511). Many kama'āina assert that long ago, a thriving river flowed through the ahupua'a. Despite the present scarcity of water, numerous accounts recognize Waiohuli as a wahi kūpuna historically cultivated for 'uala (sweet potato). The mo'olelo (stories) of Waiohuli's cultivated uplands reveal how they provided essential resources for the community to thrive in such a dry environment. The agricultural lands, alongside various wahi kūpuna, including heiau (religious sites), emphasize the cultural significance and interconnectivity of the Project Site to its surrounding landscape.

The location of the Kula Moku and the Waiohuli Ahupua'a is featured on some of the earliest Hawaiian maps depicting traditional land divisions like moku and ahupua'a. The Kula Moku appears on both the 1837 and 1838 maps of the pae 'āina (archipelago), engraved by Kalama at Lahainaluna Seminary, Maui. Primarily, the Kula lands were dedicated to agriculture, with dryland farming being especially suited to the area's climate (Handy, Handy, and Pukui 1972:272). While kalo was cultivated here, 'uala was the most prevalent crop, thriving in the local terrain and environment.

During the Great Māhele of 1848, approximately 'āpana, or parcels of kuleana lands in the Waiohuli Ahupua'a, were awarded to thirteen individuals: Eeka, Hoopiopio, Kahulukaai, Keawe,



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Kekeleiauku, Konoia, Luheluhe, Ohai, Paele, Palekai, Puana, Uli, and Wahinealii. The Māhele records indicate that most of these parcels were described as “kula” or open pastoral lands. The LCA (No. 6738) granted to Luheluhe included three ‘āpana, with the first being a one-acre parcel located in the ‘ili ‘āina (division of ahupua‘a) of Kahilinaenae, noted as a kula parcel with a pāhale (house dwelling). Luheluhe’s third ‘āpana is found in the ‘ili ‘āina of Pueo, described as an “uala liilii,” covering 2.25 acres. Here, ‘uala liilii could refer to a small patch where sweet potatoes were grown. Ohai received three ‘āpana under LCA (No. 6705), with the second being a 0.43-acre parcel located in the ‘ili ‘āina of Luakini, described as a pāhale. It is evident that these lands have historically served primarily for farming and housing.

Settlement, land use, and commerce in the nineteenth century in Waiohuli and the adjacent ahupua‘a of Kēōkea were heavily influenced by the growth of the Pacific whaling industry, the California gold rush, and the establishment of the sugar industry. From 1825 to 1870, Native Hawaiians and other Pacific Islanders played a pivotal role in the whaling trade (LaCroix 2019:69). In Kula, including the area of Waiohuli and the Project Site, the whaling industry spurred the establishment of agricultural industries focused on producing potatoes and other goods in demand by foreigners (Clark 1989:47; La Croix 2019:102). “The arrival of whalers in the 1840s created significant demand for Irish and sweet potatoes, which were sold from Lāhainā aboard ships” (Department of Hawaiian Home Lands 2010:11). Primarily Hakka Chinese immigrants from Kwangtung Province settled in Kula, influencing land use and settlement patterns around Waiohuli. In the 1840s and 1850s, these Chinese farmers subleased Hawaiian Government Crown Lands in Kula from Hawaiian or haole (foreigner) ranchers to grow Irish potatoes for export to California, especially during the Gold Rush, earning Kula the nickname “Nu Kaleponi” (New California) (Mark 1975:1-3). By the 1880s, Kula Crown Lands, including Waiohuli, transitioned into cattle ranches and pasturelands. Following the illegal overthrow of the Hawaiian Kingdom by the United States, Curtis Piehu laukeya’s 1894 Biennial Report of the Commissioners of Crown Lands described the combined 6003 acres of Waihouli and Kēōkea Ahupua‘a as “the choicest land in this district” and “the most valuable” Crown Lands on Maui.

Throughout the mid to late 1800s, much of Kula was leased for cattle grazing and ranching. Following World War I, in 1911, Kula lands, which had predominantly been leased by Hawaiian and Chinese families, were opened for purchase by the Territorial Government of Hawai‘i. This shift, compounded by severe drought, led to the out-migration of many Chinese families and an influx of new settlers into the community (Mark 1975:34).

Today, ranching continues to be a vital activity in Kula and the surrounding area. Ka‘onoulu Ranch, Haleakalā Ranch, and Ulupalakua Ranch currently operate in the Kula Moku and border the Waiohuli area. As ranch lands transitioned into homesteads, 6,112 acres of the Waiohuli Ahupua‘a were designated as home lands under the Department of Hawaiian Home Lands. The DHHL Waiohuli Homestead lots are located ma kai of the Kula Highway, forming a significant part of the upper Kula community where many Native Hawaiian families now call Waiohuli home.

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Nohopapa Hawai'i's ethnographic interview conducted with Kekai Kapu, Perry Artates, Napua Silva, Edward Lokomaika'i Palenapa Brown, and Clifford Santos Jr. included invaluable community insights, highlighting the following:

- a) Shared deep-rooted connections to Waiohuli and Kēōkea, with Kekai emphasizing his family's generational ties to Lāhainā and Waiohuli as pivotal to his identity and future plans. Each participant reflected a strong sense of place, underscoring the significance of their ancestral lands for their families.
- b) All interviewees highlighted the importance of self-sufficiency in their communities. Perry described Kēōkea as a rural area where multicultural residents relied on local resources due to the distance of stores, fostering a sustainable lifestyle. Clifford echoed this sentiment by sharing his experience of cultivating kalo and other native foods on his homestead.
- c) Cultural practices and traditions were central to the discussions. Napua, as a kumu hula, and Clifford, as a cultural practitioner, both expressed the importance of passing down knowledge and practices to future generations, ensuring the continuity of their heritage.
- d) The significance of the landscape and natural resources in Waiohuli was a recurring theme. Napua highlighted the area's historical connection to water sources, while Lokomaika'i noted the spiritual and historical importance of the land, referring to his ancestors' efforts to protect it.
- e) Each participant expressed a commitment to caring for Waiohuli and its cultural sites. Kekai's family has worked with state and federal agencies to protect archaeological findings, while Clifford and Lokomaika'i actively maintain the area, showcasing a shared responsibility toward the land and its history.
- f) The interviewees emphasized the vital role of community and family ties in their connection to the land. They articulated a collective responsibility to mālama (care for) the 'āina, ensuring that future generations can thrive in Waiohuli and continue the traditions that define their identity.

The vision for Waiohuli Economic Development Opportunities heavily invests in fostering self-sufficiency and sustainability, as articulated in the collaborative project, which combines traditional master planning with community-based job opportunities in infrastructure, agricultural cultivation, renewable energy, and water source development.

## Waiohuli Economic Development Opportunities

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#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

Based on evidence provided in the cultural impact assessment, Nohopapa Hawai'i, LLC determined that the Project will not have significant impacts on wahi kūpuna and other cultural resources and practices as a result of the proposed activities. The findings based on consultation with cultural practitioners found that they did not have any specific recommendations to make regarding the Project. The consultation determined that the Project could have a positive impact on cultural practices and community sustainability through the integration of resource management and land stewardship. The integration of traditional agricultural practices and resource management proposed with the Project would foster more robust cultural significance for the Project Site. Implementation of this integration of cultural practices and land stewardship is recommended to further the growth of the Native Hawaiian community and residents of Waiohuli.

#### **4.3 NOISE**

Ambient noise in the Project Site is consistent with natural sounds associated with undeveloped lands in Upcountry Maui. Within the portion of the Project Site abutting the existing community center and nearby residential properties there is also low-grade noise connected to human activity and marginal traffic sounds from the nearby parking area and roadways.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

Under a potential full-buildout scenario, the project is expected to generate moderate noise impacts typically associated with community uses. The noise impact are anticipated to include human activity and other related noises, such as automobile uses and commercial activity. These noise impacts are expected to be nominal and will be fairly consistent with land uses in the surrounding residential area and abutting community center.

During construction, the proposed action may result in short-term noise impacts generated by construction activities. In the long-term, noise will be consistent with conditions common in a rural community district, including motor vehicle traffic, human interactions, recreational uses and other activities related to proposed community uses.

The project will comply with all permissible community noise standards in accordance with the State DOH Administrative Rules, Title 11, Chapter 46 "Community Noise Control" regulations. Increased noise activity due to construction will be mostly limited to daytime hours and will be confined to the construction period, however, nighttime construction may be required as well. The use of pile drivers, hoe rams, jack hammers 25 pounds or heavier, and high-pressure sprayers may be required during certain construction phases. However, this will be restricted to 7:00am to 3:00pm, Monday through Friday to the best degree possible. Construction equipment and on-site vehicles or devices requiring exhaust of gas or air must be equipped with mufflers. In addition, construction activities must satisfy the DOH's vehicle noise requirement.

#### **4.4 AIR QUALITY**

Air quality on Maui is impacted by emissions from motor vehicles, industrial uses, and natural sources. Comparatively, the air quality in Upcountry Maui is less impacted by adverse human-induced emissions from these sources. The main source of industrial-based emissions are power plants fueled by oil, which emit SO<sub>2</sub>, nitrogen oxides, and particulate matter into the atmosphere. Oil-based automobiles emit CO, nitrogen oxides and hydrocarbons (an ozone precursor), as well as smaller amounts of other pollutants including particulates. Natural volcanic emissions of sulfur dioxide also impact air quality, which convert into particulate sulfate and causes volcanic haze (vog) in the area during occasional episodes of southerly Kona winds. Vog concentrations are primarily dependent on the amount of volcanic emissions, the distance from the source vents, and the wind direction and speed on a given day. When trade winds are absent, which occurs most often during the winter months, East Hawai'i, the entire island or the entire state can be impacted by vog.

The State maintains one air monitoring station on the island of Maui, located at Hale Pi'ilani Park in Kīhei. According to DOH ambient air quality data, the quality of air on Maui is considered to be "Good." The prevailing northeasterly trade winds tend to disperse pollutants away Upcountry Maui decreasing the concentration of pollution in the area. However, the amount of particulates and other air pollutants can significantly increase during periods when the winds shift to a southwesterly direction. Overall, the air quality within the Project Site and the surrounding area is generally considered to be good.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The proposed project is not anticipated to have a significant impact on air quality locally or in the broader region. There may be some temporary impacts during construction but these are anticipated to be minimal and will be mitigated with best management practices (BMPs). The Applicant will comply with all applicable regulations related to air quality control and will coordinate with relevant agencies.

#### **4.5 VISUAL RESOURCES**

The Project Site is located on the westerly slopes of Haleakalā, this region falls within the County's Makawao-Pukalani-Kula Community Plan region. The Kēōkea/Waiohuli area boasts extensive open space and rolling green hills, with the summit of Haleakalā rising above to the east. To the west, there are views of the ocean and the West Maui Mountains, while coastal and ocean views are also visible to the north and south (State of Hawaii, Department of Hawaiian Home Lands, 2004). In addition to the expansive views from the site, the lower portions of the site contains extensive groves of wilwili trees.

## **POTENTIAL IMPACTS AND MITIGATION MEASURES**

Under the potential full buildout scenario, the Project will include new buildings and facilities to what is now a site vacant of development. However, the Project is anticipated to have minimal impacts on visual resources and views to the mountains and ocean due to its topography. While the potential full buildout scenario would transform the area with the construction of the Project, the land uses have been designed to preserve natural topography to the best degree possible and will also include sufficient buffers along the boundaries of the gulches. Any structures and buildings constructed under the potential full buildout will be designed to conform with existing communities in the Waiohuli area. To protect the groves of wiliwili trees, it is recommended that the makai portion of the project site be utilized as a preserve for the wiliwili forest and possibly an outplanting site for other native dryland species.

### **4.6 TRANSPORTATION**

#### **4.6.1 Roadways and Traffic**

A Transportation Impact Analysis Report (TIAR) was conducted by Austin, Tsutsumi & Associates, Inc. (ATA) to analyze the potential impacts of the proposed project to the surrounding transportation system, including roadways, traffic patterns, and pedestrian and bicycle facilities (see Appendix E). Manual transportation volume turning movement counts and observations were conducted in April 2024.

#### **EXISTING CONDITIONS**

##### **Roadway Conditions**

The weekday AM and PM peak hours of traffic were determined to occur between 6:45-7:45 AM and 3:30 PM- 4:30 PM, during both peak hours intersections operated acceptably at Level of Service (LOS) B or better. The Project Site is comprised of seven roadways, below are brief descriptions of each roadway.

**Kaamana Street** is a two-way, two-lane roadway that provides connection to residences in the study area. This roadway begins to the west with its intersection with Keanuhea Street and continues eastward until its intersection with Kula Highway.

**Kekaulike Avenue** is a two-way, two-lane roadway that begins to the southwest at its intersection with Kula Highway and extends northeast until at its intersection with Haleakalā Highway, where the roadway continues northward as Haleakalā Highway.

**Kula Highway** is generally a north-south, two-way, two-lane roadway. This roadway begins to the south near Ulupalakua School & Ranch (where it transitions from Pi'ilani Highway) and extends northward until it transitions to Haleakalā Highway north of its intersection with Makaena Place.

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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**Lauie Drive** is a two-way, two-lane roadway that begins to the east at its intersection with Kula Highway and extends westward until it ends in a cul-de-sac near the Waiohuli Community Center.

**Polipoli Road** is a two-way, two-lane unstriped roadway that begins to the west at its intersection with Polipoli Road and extends to the southeast until it ends in a cul-de-sac to the southeast of its intersection with Middle Road.

**Pueo Drive** is a two-way, two-lane roadway that begins to the east at its intersection with Kula Highway and extends westward until it ends in a cul-de-sac to the west of its intersection with Hiipali Loop.

**Thompson Road** is generally a two-way, two-lane roadway that begins to the north at its intersection with Kula Highway and extends southward until it transitions to Kēōkea Place, which ultimately provides access to Kula Hospital & Clinic and loops around to connect back to Kula Highway. The posted speed limit is 15 in the vicinity of the Project.

### **Bicycle and Pedestrian Facilities**

There are no existing sidewalks within the Project Site and no sidewalks along Kula Highway or Lauie Drive.

There are no existing bicycle facilities within the Project Site as the land is vacant. There are also no existing bicycle facilities in the surrounding community other than the shared roadway signage along Kekaulike Avenue between Haleakalā Crater Road and Kula Highway. Under current conditions, bicyclists must share the roadway with vehicular traffic. A proposed shared roadway sign is proposed along Kula Highway between Kekaulike Avenue/ Haleakalā Highway and Pi'ilani Highway.

### **Transit**

Maui Bus is the County of Maui's primary form of public transit that offers fixed-route transit in the Maui area. The Project Site is served by the Kula Islander (Route 39), which provides service between Kula Hospital and the transit hub at Queen Ka'ahumanu Shopping Center in Kahului. The nearest existing stop to the Project is the Lauie Drive/Ahulua Street stop.

### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The TIAR evaluated potential conditions under the potential full buildout scenario, if selected by the community.

Projections for Base Year 2024 were based upon the Maui Regional Travel Demand Model. As a result of the development in the area, the annual growth rate along Kula Highway was 0.64% per year and the traffic along Kula Highway is projected to significantly increase to 215-415 trips in each direction.

Projected impacts under a future year of 2044 with a potential full buildout of the site and anticipated that the project would generate approximately 252 trips during AM peak hours and approximately 392 trips during PM peak hours.

## Waiohuli Economic Development Opportunities

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Within the Project Site all intersections are anticipated to operate at LOS D during peak hours, except for eastbound left turn traffic at Kula Highway/ Lauie Drive intersection, which is projected to operate at LOS E. Some of the minor stop-controlled approaches at the Kula Highway intersections with Kekaulike Avenue and Pueo Drive are anticipated to operate at LOS E/F, however all movements are anticipated to operate under capacity. Due to the high volume of left-turns from Kula Highway/ Lauie Drive intersection onto Kula Highway, it is recommended that a traffic signal or median refuge lane be considered. Installing a traffic signal can improve the LOS at the intersection to a B and with a median refuge lane traffic is projected to operate at LOS C or better across both peak hours. When considering traffic signal or median refuge, design parameters such as laneage, right of way should be considered.

#### **4.6.2 Airports**

The Project Site is located approximately 11.5 miles geographically from Kahului Airport.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

There are no anticipated impacts expected from the proposed project to the Kahului Airport.

### **4.7 INFRASTRUCTURE AND UTILITIES**

R. T. Tanaka Engineers, Inc. (Tanaka) prepared a Preliminary Engineering Report (PER) for the proposed Project. The evaluation of the Project was based on a potential full buildout scenario, if selected by the Waiohuli community. The findings of the report are summarized in the sections below. See Appendix F for the full engineering report.

#### **4.7.1 Water System**

The County of Maui, Department of Water Supply (DWS) has a water system in the vicinity of the Site, which is part of the Upper Kula Water System. The existing water system closest to the Site comprises a single 8-inch waterline located at the end of Lauie Drive, abutting the Site on the eastern end near the Waiohuli Community Center.

To investigate the feasibility of a viable private water supply for the Project, a water engineering consultant was contracted to evaluate an onsite test well and to research information from the State of Hawai'i Commission on Water Resource Management. The onsite test well (Well No. 6-4422-001) has been instructive to determine the feasibility of developing a groundwater source to service the Project. According to the *Groundwater Resources Feasibility Study for the Waiohuli Hawaiian Homesteaders Association Community Economic Plan* prepared by INTERA in 2019 (Appendix G), the Site is located on the Kama'ole Aquifer, State Aquifer Code 60304 of East Maui. This aquifer has a Sustainable Yield of 11 mgd, which was established by the Commission on Water Resource Management (CWRM) and the 2021 12-month moving average (MAV) pumpage was approximately 3 mgd. There are 181 drilled wells, dug wells, and tunnels in the aquifer, with the majority of the wells drilled near the coast. The primary groundwater resource is basal. Groundwater basal aquifers are the most important sources of freshwater supply in Hawai'i.

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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The County of Maui Department of Water Supply (DWS) was provided with an opportunity to comment during pre-consultation and provided a response on December 1<sup>st</sup>, 2023. DWS provided the following comments:

*No comments. Project is exempt from residential workforce housing agreement.*

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The Project is not anticipated to be connected to the existing municipal water system and will develop a private water system to service its needs. During initial phases, the Project may require connections to existing municipal water until a private water system is developed. The proposed private water system will be provided for domestic use, irrigation and fire protection. An onsite test well (Well No. 6-4422-001) has been employed to determine the feasibility of developing a groundwater source to service the Project.

The proposed water demand under a potential full buildout scenario is estimated at an average of 357,610 gallons per day (gpd) for domestic use with a maximum daily demand of 536,415 gpd. The maximum fire flow demand to service the Project is anticipated to be 2,000 gallons per minute (gpm). The combined water demand based on maximum daily demand and fire flow is anticipated to be 2,386 gpm under the potential full buildout scenario. Fire hydrants will be designed and spaced based on DWS standards to offer sufficient fire protection for the Project.

According to the feasibility study, there is adequate water supply to meet the maximum water demand of the proposed Project with possible residential development under a potential full buildout scenario (INTERA, 2019). It is further anticipated that a single well will provide sufficient capacity for the proposed demand. The feasibility study further found that there are no known organic contaminants or detected sources of contamination near the Site. However, new development upgradient and close to the Site could impact groundwater quality and an investigation of nitrate levels is recommended before developing the source due to sewage disposal systems in the area. The aquifer underlying the Site provides a sufficient yield at an acceptable water quality level for potable purposes under current conditions. However, additional land development that relies on groundwater pumping could impact groundwater levels in the aquifer and contribute to groundwater level declines underlying the Site. WHHA will work with local developers and planners in the area to minimize potential impacts from groundwater development to ensure groundwater quality is not impacted and groundwater levels do not decline.

Recommended improvements to meet water requirements for the proposed Project include:

1. Installation of new well with a pump (secondary well may be required for contingency)
2. Construction of a storage tank or reservoir with capacity to meet maximum daily demand
3. Installation of waterline infrastructure (including laterals, fire hydrants and transmission lines to storage tanks)
4. Conceptual offsite water system (including storage tanks and transmission lines)



## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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The Project is anticipated to utilize best practices for water conservation throughout the Site, including landscaping that incorporates drought-tolerant native plants and other water efficient landscape design techniques. Various water conservation technology and design should be implemented in the development and construction of community support training facilities such as rainwater catchment systems, non-potable water use, water-efficient fixtures and monitoring systems to track water use. See Figure 17 for a map of the proposed water system.

#### **4.7.2 Wastewater System**

There is no existing wastewater infrastructure in the vicinity of the Project Site.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

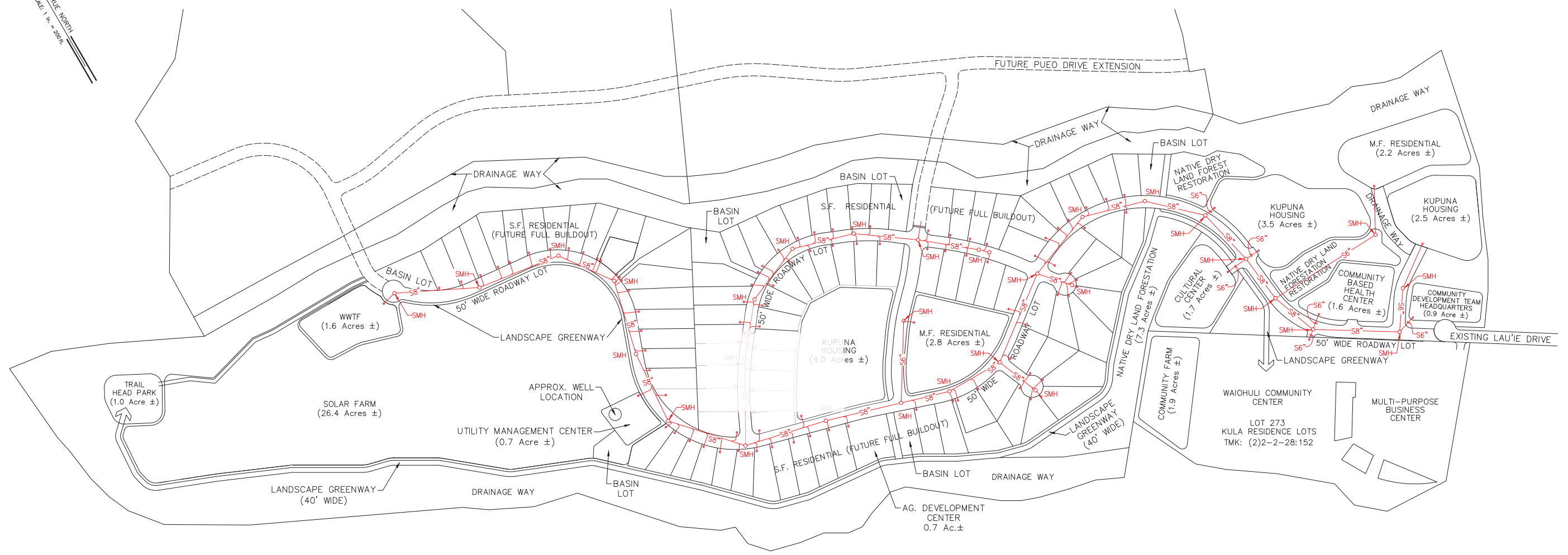
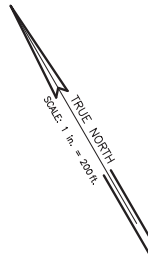
Under a potential full buildout scenario, the total anticipated wastewater flow would be approximately 102,765 gpd. To meet the wastewater capacity required, the Project will consider three wastewater improvement options recommended in the preliminary engineering report to support the projected demand under the potential full buildout. The options include:

1. Installation of Individual Wastewater System (IWS) facilities
2. Installation of a new Wastewater Treatment Facility (WWTF) at the western end of the Site with gravity sewer lines to collect and convey wastewater flows
3. Develop pre-manufactured package plant facilities to treat wastewater in small communities to accommodate

At a minimum, the proposed Project will require the installation of Individual Wastewater System (IWS) facilities to support the proposed training facilities and the potential for residential development on the Site. The IWS will conform to all requirements under Chapter 11-62 of the State Department of Health's Administrative Rules regarding wastewater. The preliminary estimated cost to install the recommended wastewater system under a potential full build out is approximately \$10,481,675. See Figure 18 for a map of the proposed wastewater system.

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**LEGEND:**  
 ○ SEWER MANHOLE (SMH)  
 — 8" PVC SEWERLINE AND SIZE  
 — PROPOSED SEWER LATERAL

**CONCEPTUAL SEWER SYSTEM SITE PLAN**  
**WAIOHULI ECONOMIC DEVELOPMENT OPPORTUNITIES (WE DO)**  
**"POTENTIAL FULL BUILDOUT" (TOTAL AREA= 150 ACRES ±)**



**Figure 18**

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## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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#### **4.7.3 Drainage System**

Stormwater runoff generated from the Project Site sheet-flows downhill in a westerly direction and into the Waiohuli Gulch. There is no existing drainage system or retention system onsite as the land is vacant undeveloped naturally occurring conditions. The Project Site is not impacted by offsite stormwater runoff from adjacent properties as runoff collecting on the existing mauka single family lots are collected by drainage swales and grated drain inlets and then conveyed to existing gulches north and south of the Site.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The proposed Project under the potential full buildout scenario will increase the existing stormwater runoff due to addition of impervious surfaces such as building roofs, pavement and concrete walkways. While the Project will increase runoff, it is not anticipated to generate any adverse drainage effects on downstream properties and roadways.

Drainage improvements recommended by the preliminary engineering report include retention of runoff volume generated by the Project to reduce stormwater runoff into the downstream properties. Retention basins will also mitigate the potential for sediments contained in the runoff from impacting downstream properties and eventually the ocean. Additionally, a drainage system will include a series of grated drain inlets with drain lines to collect and convey surface stormwater into the gulches surrounding the Site. A contiguous natural green space corridor will also be incorporated into the Project that is designed to follow existing land contours. The green space buffer abutting the gulches will provide ecosystem services by maintaining natural drainage to minimize erosion, facilitate flood control, and preserve natural habitat corridors for wildlife. The green space corridor will also offer a natural buffer between the proposed development areas and the gulches that form the boundaries of the Site as well as providing natural spaces separating various master plan elements.

The onsite drainage system and surface retention basins incorporated in the Project will be based on Maui County Drainage Standards with capacity to manage stormwater flows equal to the 50-year, 1-hour runoff volume increase based on projected generation from the impervious surfaces proposed by the Project. See Figure 19 for a map of the proposed drainage system

#### **4.7.4 Electrical and Telecommunication Utilities**

Utilities in the vicinity of the Project Site include existing overhead electrical and telephone facilities along the mauka portion of Hawaiian Home Lands (Kula Residence Lots Subdivision) near the eastern boundary of the Site. These existing facilities currently service adjacent and nearby existing developments.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

Under the potential full buildout scenario, the Project is anticipated to utilize connections to the existing overhead facilities currently servicing the neighboring residential lots. Within the Project

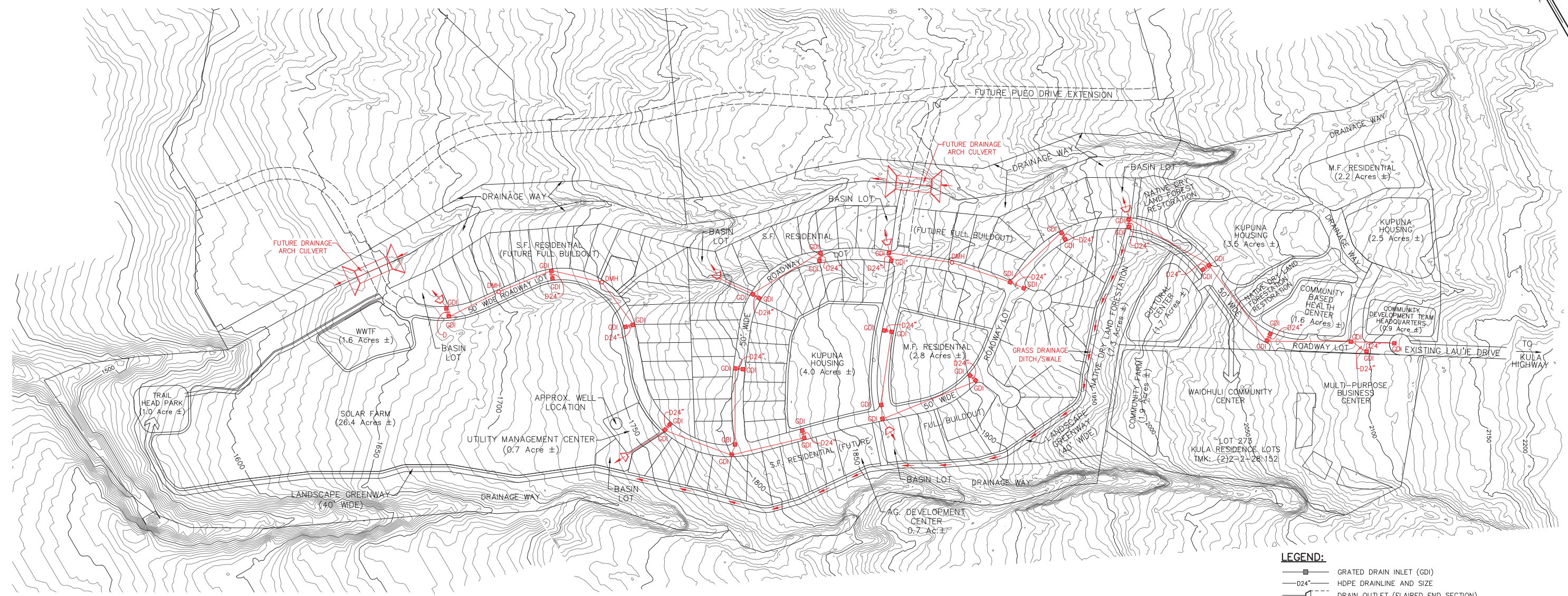
## **Waiohuli Economic Development Opportunities**

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Site, electrical and telecommunications facilities may include underground installation for onsite utilities.

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**LEGEND:**

—■—	GRATED DRAIN INLET (GDI)
—D24\"/>	HDPE DRAINLINE AND SIZE
—○—	DRAIN OUTLET (FLAIRED END SECTION)
—○—	DRAIN MANHOLE (DMH)
→	DRAINAGE FLOW
—2100	EXISTING CONTOUR

# CONCEPTUAL DRAINAGE SYSTEM SITE PLAN

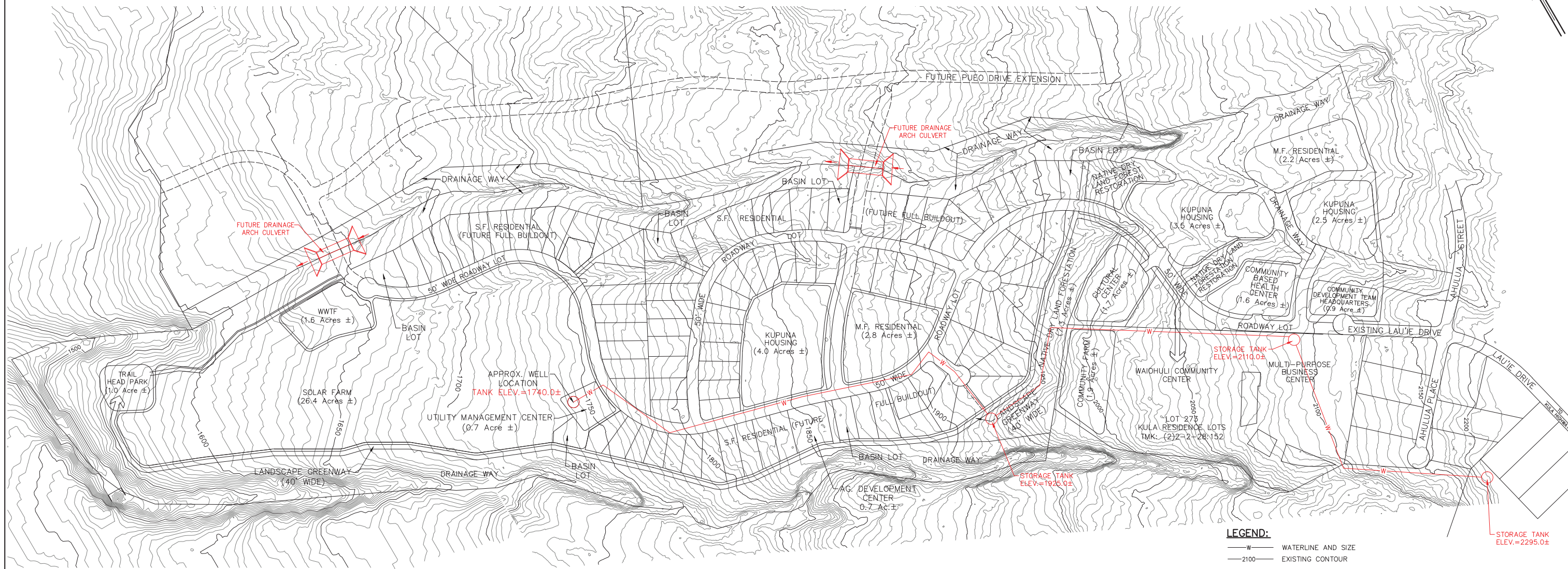
## WAIOHULI ECONOMIC DEVELOPMENT OPPORTUNITIES (WE DO)

### "POTENTIAL FULL BUILDOUT" (TOTAL AREA= 150 ACRES ±)

Figure 19



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**LEGEND:**  
 -W- WATERLINE AND SIZE  
 -2100- EXISTING CONTOUR

## CONCEPTUAL OFFSITE WATER SYSTEM PLAN

### WAIOHULI ECONOMIC DEVELOPMENT OPPORTUNITIES (WE DO) "POTENTIAL FULL BUILDOUT" (TOTAL AREA= 150 ACRES ±)



**Figure 19**



## 4.8 SOCIO-ECONOMIC CHARACTERISTICS

The County of Maui has experienced steady population growth in recent decades, increasing 6.4% between the decennial US Census counts in 2010 and 2020. Over this period, the county’s population increased from 154,930 in 2010 to a total of 164,836 in 2020. This growth almost neared the State’s overall population change, which increased by 7% over the same timeframe. The County of Maui has also continued steady growth based on US Census estimates for 2022 while the State has experienced a slight population decrease during these years. Based on the 2020 Census, the Kēōkea Census Designated Place (CDP) maintained a total population of 2,645, which was is an 89% increase from the 1,394 recorded in 2010 and represents roughly 1.6% of the total population for the county. The Kēōkea CDP also has a relatively dense population with 824 people per square mile, which is significantly more concentrated compared to the county-wide 140.5 people per square mile reflected in the 2020 Census. The average household size for Kēōkea is roughly 3.86 persons per household, slightly more than the 3 persons in the County of Maui. In addition to the decennial census counts, population data estimates are provided for the vintage year 2022 from the U.S. Census Population Estimates Program (PEP) Quick Facts portal and the American Community Survey 5-Year Estimates (2017-2021) shown in ~~Table 4-1~~ Table 45 below.

Table 4-1: Population Data

Characteristic	Kēōkea CDP	County of Maui	State of Hawai‘i
Total population (2021)	2,645	164,568	1,453,498
% of population under 18	25.90%	21.70%	21.40%
% of population 65 years and over	14.70%	18.60%	18.50%
Total Population (2021)	2,645	164,568	1,453,498
Households (2017-2021)	686	53,919	478,413
Persons per household, (2017-2021)	3.86	3	2.95
Total Housing Units (2017-2021)	731	71,318	556,937
Owner Occupied Housing Unit Rate (2017-2021)	85.30%	63.90%	61.0%
Population per square mile (2020)	824.0	140.5	226.6
Mean travel time to work (minutes) (2017-2021)	35.1	21.9	26.8

## Waiohuli Economic Development Opportunities

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DHHL's Kēōkea-Waiohuli Tract is the largest of three DHHL holdings within the Maui Island Plan's Upcountry planning region. This tract consists of 6,112 acres of the 6,154.0 acre Upcountry holdings (State of Hawai'i Department of Hawaiian Home Lands, 2004).

DHHL's Kēōkea-Waiohuli Tract offers tremendous economic development and community capacity building opportunities. Currently, three homestead areas are under phased development: 1) the Kula Residence Lots subdivision; 2) the Kēōkea Farm Lots; and 3) the Waiohuli Undivided Interest subdivision. The DHHL Kēōkea-Waiohuli Tract has the potential to be the largest homestead region on Maui.

Agencies at both the State and County level were provided with an opportunity to comment during preconsultation. The County Department of Housing and Human Concerns (DHHC) provided a response on November 14<sup>th</sup>, 2023. DHHC provided the following comments:

*No comments. Project is exempt from residential workforce housing agreement.*

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The proposed project has the potential for residential development on the Site in the future if desired by the Waiohuli community. In addition, the project is anticipated to provide community-based job opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for Waiohuli. The proposed project is not expected to significantly impact population growth in the broader region and will not create additional strain on other area facilities as a direct impact of the project. However, under a full-build out scenario, the Project may result in a moderate population increase for the community by providing new homesteading opportunities for native Hawaiians on the Maui homestead waitlist.

## **4.9 PUBLIC SERVICES AND FACILITIES**

### **4.9.1 Public Schools**

The only public school under the jurisdiction of the State Department of Education (DOE) within the vicinity of the Project Site is Kula Elementary School.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

No significant impacts are anticipated. While the project does include opportunities for residential development in the future, the proposed development will not increase the number of school-aged children in the region in the short term. During construction, the project will generate noise and may generate dust and appropriate measures will be taken to minimize these potential impacts to schools in the area. However, the closest school to the Project Site is approximately 2.6 miles away and impacts to public schools is not expected during construction.

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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#### **4.9.2 Police, Fire and Medical Services**

##### **Police Protection**

The Project Site is located in the Wailuku District and the closest police station is located approximately 21.5 miles away in Wailuku. The County of Maui Police Department was provided with an opportunity to comment during pre-consultation and provided a response on November 20<sup>th</sup>, 2023. The Police Department stated they have no objections to the project and reiterated the need for compliance with all applicable County codes and State laws during construction.

##### **Fire Protection**

The Project Site is located in the Kula District and the closest fire station in the Kula Fire Station, located approximately 4.2 miles away in Kula. The County of Maui Fire Department was provided with an opportunity to comment during pre-consultation and provided a response on December 20<sup>th</sup>, 2023. The Fire Department provided the following comments:

- 1. Water supply for fire protection shall be provided prior to the location and construction of buildings. Water supply for fire protection shall have a minimum flow of 2000 gallons per minute for a two-hour duration with hydrant spacing a maximum of 250 feet between hydrants. Dead-ends shall have a hydrant within 125 feet. Once construction of buildings are planned, there shall be at least one hydrant within 400 feet of any building to be constructed.*
- 2. Service roads to proposed properties shall have a clear width of 20 feet, with an all-weather surface relative to grade. Any dead-end roads if greater than 150 feet in length, shall be provided with an approved fire apparatus turn-around. All turns and required turnarounds shall have an outside turning radius of 40.5 feet. The maximum grade for the service roads shall meet Dept of Public Works standards. Service roads with a width of 20 to 27 feet require No Parking signs on both sides of the street. Service roads with a width of 28 to 34 feet, parking is allowed on only one side of the street. Service roads with a width of 36 feet or larger, parking is allowed on both sides of the street.*

##### **Medical Services**

The Project Site is located approximately 3.1 miles from Kula Hospital.

#### **POTENTIAL IMPACTS AND MITIGATION MEASURES**

The project will comply with all applicable County codes and State laws during construction. After completion of the Project under the potential full buildout scenario, the Project Site will be designed to support emergency services, including appropriate roadway design for access throughout the Site and adequate spacing for turnaround necessary to accommodate emergency vehicles. The proposed water system will include accommodations for fire protection and fire hydrants will be designed and spaced based on DWS standards to offer sufficient fire protection

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

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across the Site. The proposed conceptual plan also includes a community-based health center to provide both traditional Hawaiian healing practices and western medical services.

#### **4.9.3 Recreational Facilities**

There are not existing recreational facilities as the land is undeveloped, vacant land.

#### ***POTENTIAL IMPACTS AND MITIGATION MEASURES***

The Project is not anticipated to have a significant impact on parks or other recreational facilities in the surrounding area. Recreational spaces within the Project will include walking paths and green space along the southern boundary of the Site. Recreational green spaces and the proposed greenway trails will also connect to the proposed trailhead at the western end of the Site where a small one-acre park is proposed.

## **5 LAND USE CONFORMANCE**

State of Hawai'i, Department of Hawaiian Home Lands, and County of Hawai'i land use plans, policies, and ordinances relevant to the Proposed Project are described below.

### **5.1 DHHL PLANNING SYSTEM**

The Hawaiian Homes Commission Act (Sections 204 and 206), which has been incorporated into Article XII of the Hawai'i State Constitution, vests DHHL with exclusive authority to control its lands, and the anticipated land uses are generally consistent with the Department's existing Maui Island Plan.

In 2004, DHHL adopted the (DHHL) Maui Island Plan which examined all DHHL land in terms of development constraints and opportunities and other criteria, in order to assign appropriate Land Use Designations to each parcel (State of Hawaii, Department of Hawaiian Home Lands, 2004).

Across the islands, kuleana lands slowly disappeared since the days of the Māhele. In 1940, only 35% of these lands had survived, and by 1980, only 19% remained. Areas that were impacted the most included plantation districts where large-scale farms slowly surrounded and impeded natural resources.

In 1992, the Federal Government reallocated money and additional lands to the Hawaiian Home Lands program "as compensation for the state's improper or unauthorized use or transfer of 30,000 acres of Hawaiian home lands since statehood in 1959". This process resulted in \$13.8 million "set aside for DHHL to develop more homes and agricultural lots for native Hawaiians,".

DHHL provides long-term and comprehensive land use planning for the trust holdings in support of the Hawaiian Homes Commission, the Department, and its beneficiaries in realizing the agency's mission, goals, and objectives. The planning system includes three tiers: a General Plan that identifies long term goals, articulates vision, and organizes priorities; Island Plans, such as the Maui Island Plan referenced throughout this document, which focus on island-specific land use projections; and, Regional Plans and Area Development Plans which address issues and opportunities relative to existing homestead communities.

#### **5.1.1 Hawai'i Administrative Rules Chapter 10-7**

In 2019, new Administrative Rules were adopted allowing rentals on Hawaiian Home Lands. The new rules offer opportunities for beneficiaries who are waiting for homesteads, or those who otherwise could not afford or may desire other housing types. The rental housing rules allow for housing types such as multi-family rental housing, kupuna housing, and transitional or supportive housing (State of Hawaii, 2019).

## Waiohuli Economic Development Opportunities

### *Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

#### 5.1.2 DHHL General Plan

DHHL’s General Plan was updated in 2022 (State of Hawaii, Department of Hawaiian Home Lands, 2022). The updated plan identifies new policies, land use designations, and proposes a new approach to land use designations with updated criteria. The updated designations in the General Plan include 13 designations in total. The new designations include:

- DHHL Kuleana
- Stewardship
- Community Agriculture
- Renewable Energy

During the General Plan creation process, DHHL beneficiary consultation resulted in the suggestion of removing the “General Agriculture” designation from the 2002 Plan and replace it with a land use designation that better describes its intent. Previously, lands designated as General Agriculture were undeveloped lands that were not slated for immediate development but were in need of an interim use designation until higher and better uses were identified. In its stead, a new land use designation called “DHHL Kuleana” homestead lots was suggested during beneficiary consultation (see table below for description) for homestead use.

The added criteria in determining the most fitting land use designation includes climate change hazards, critical habitats, archaeological sites, flood risk, and State and County Land Use Designations.

<b>Homestead Uses</b>	<b>Description</b>
<b>Residential</b>	Residential lot subdivisions built to County standards in areas close to existing infrastructure. Subdistricts may be established for multi-generational and single family housing types.
<b>Subsistence Agriculture</b>	Small lot agriculture in areas close to existing infrastructure. Lifestyle areas intended to allow for home consumption of agricultural products.
<b>Supplemental Agriculture</b>	Large lot agriculture intended to provide opportunities for agricultural production for supplemental income and home use. Agricultural plan required.
<b>Pastoral</b>	Large lot agriculture specifically for pastoral uses. Ranch plan and fencing required.

**Waiohuli Economic Development Opportunities**

*Draft Environmental Assessment / Anticipated Finding of No Significant Impact*

<b>DHHL Kuleana (new)</b>	Raw (without infrastructure) lots intended for “off-grid” subsistence lifestyles to allow for more choices as to how lessees wish to develop their lots. Must participate in maintenance of the right-of-way to the Kuleana Homestead tract.
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<b>Non-Homestead Uses</b>	<b>Description</b>
<b>Community Use</b>	Common areas for community uses and public facilities. Includes space for parks and recreation, cultural activities, community based economic development, utilities, and other public facilities and amenities.
<b>Community Agriculture (new)</b>	Common areas used for the cultivation of fruits, vegetables, plants, flowers, or herbs by multiple users. The land must be served by a water supply sufficient to support the cultivation practices used on the site.
<b>Commercial</b>	Lands suitable for a concentration of commercial activities.
<b>Industrial</b>	Lands suitable for processing, construction, manufacturing, transportation, wholesale, warehousing, and other industrial activities.
<b>Renewable Energy (new)</b>	Lands suitable for siting projects for the generation and transmission of renewable energy.
<b>Stewardship (new)</b>	Land not currently used for homesteading. Allow uses that maintain or enhance the value and condition of the land to the benefit of beneficiaries and the Trust. May serve as an interim use until opportunities for higher and better uses become available.
<b>Conservation</b>	Environmentally sensitive areas. Lands with watersheds, endangered species, critical habitats, sensitive historic and cultural sites, other environmental factors. Very limited uses.
<b>Special District</b>	Areas requiring special attention because of unusual opportunities and/or constraints. <i>Subdistricts include: hazard areas, open spaces/greenways, cultural resources.</i>

### **5.1.3 DHHL Maui Island Plan**

The Maui Island Plan, like all DHHL Island Plans asserts the Hawaiian Homes Commission's authority to designate land uses for Hawaiian Home Lands. The Maui Island Plan identifies priority areas for homestead development based upon homestead applicant preferences and site analysis to identify lands most suitable for development.

The Maui Island Plan was prepared in 2004. It has not yet been updated to reflect the new land use designations that were established with the General Plan update of 2023. Thus, the DHHL land use designations for the Project Site in Figure 6 are outdated, but until changed, remain the official designations for the site.

Kēōkea / Waiohuli is discussed within the Maui Island plan as a strategic opportunity to meet the housing needs of DHHL beneficiaries.

According to a beneficiary survey conducted at the time, a majority (39.2%) expressed a preference for the Upcountry region, indicating a pressing demand for approximately 1,111 additional residential units. Among the DHHL inventory, Kēōkea/Waiohuli stands out as the most suitable site for developing these residential homesteads, leveraging existing infrastructure to support future growth.

The Maui Island Plan identifies that current infrastructure, including the Kula Residential Lots Unit 1 and the planned Unit 2 in-fill, as well as the proposed Kēōkea Farm Lots subdivisions allows for shared infrastructure, including access points from Kula Highway and existing water and electric systems, which will significantly reduce overall development costs.

Two alternative development scenarios were presented in the 2004 Maui Island Plan for Kēōkea/Waiohuli. Both alternatives promoted the development of 1,111 residential lots, mixed with, community use areas, and subsistence and general agriculture, consistent with DHHL Land Use Designations at the time. The primary difference between the two scenarios in the Maui Island Plan was the lot size for low-density residential housing set at either a one-half acre (Maui Island Plan Alternative 1) or an acre (Maui Island Plan Alternative 2). To achieve the larger lot sizes in the second scenario, the land area dedicated to residential development was expanded and the overall land area dedicated to development was doubled in size. The Maui Island Plan ultimately recommends the one-half acre lot size development scenario because the less land-intensive layout would mean lower development costs.

### **5.1.4 Chapter 343, Hawaii Revised Statutes**

Compliance with Chapter 343, HRS is required as described in Section 1.5.

### **5.1.5 State Land Use Law, Chapter 205, Hawai'i Revised Statutes**

The State Land Use Law (Chapter 205, HRS), establishes the State Land Use Commission (LUC) and authorizes this body to designate all lands in the state into one of four Districts: Urban, Rural, Agricultural, or Conservation. The Project Site is located within the Agricultural District (Figure 5).



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However, as discussed previously, the Hawaiian Homes Commission Act (Sections 204 and 206), which has been incorporated into Article XII of the Hawai'i State Constitution, vests DHHL with exclusive authority to control its lands.

#### 5.1.6 Coastal Zone Management Act, Chapter 205A, Hawai'i Revised Statutes

All lands in Hawai'i are located in the Coastal Zone as defined by the U.S. government. The U.S. Congress enacted the Coastal Zone Management (CZM) Act to assist states in better managing coastal and estuarine environments. The act provides grants to states that develop and implement federally-approved CZM plans. The State of Hawai'i's CZM Act Program was enacted pursuant to Chapter 205A, HRS. The program outlines management objectives centered around ten areas: 1) Recreational Resources; 2) Historic Resources; 3) Scenic and Open Space Resources; 4) Coastal Ecosystems; 5) Economic Uses; 6) Coastal Hazards; 7) Managing Development; 8) Public Participation in Coastal Management; 9) Beach Protection; and 10) Marine Resources. All lands within the State of Hawai'i fall within the CZM area.

Table 5-1: Hawai'i Coastal Zone Management Program, Chapter 205A, HRS

<b>COASTAL ZONE MANAGEMENT ACT, CHAPTER 205A, HRS</b> (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	<b>S</b>	<b>N/ S</b>	<b>N/ A</b>
<b>Recreational Resources</b>			
<b>Objective:</b> (A) Provide coastal recreational opportunities accessible to the public.			
<b>Policies:</b>			
• Improve coordination and funding of coastal recreational planning and management; and			<b>X</b>
• Provide adequate, accessible, and diverse recreational opportunities in the coastal zone management area by:			<b>X</b>
a. Protecting coastal resources uniquely suited for recreational activities that cannot be provided in other areas;			<b>X</b>
b. Requiring restoration of coastal resources that have significant recreational and ecosystem value, including but not limited to coral reefs, surfing sites, fishponds, sand beaches, and coastal dunes, when these resources will be unavoidably damaged by development; or requiring monetary compensation to the State for recreation when restoration is not feasible or desirable;			<b>X</b>
c. Providing and managing adequate public access, consistent with conservation of natural resources, to and along shorelines with recreational value;			<b>X</b>
d. Providing an adequate supply of shoreline parks and other recreational facilities suitable for public recreation;			<b>X</b>

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<b>COASTAL ZONE MANAGEMENT ACT, CHAPTER 205A, HRS</b> (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	<b>S</b>	<b>N/ S</b>	<b>N/ A</b>
e. Ensuring public recreational uses of county, state, and federally owned or controlled shoreline lands and waters having recreational value consistent with public safety standards and conservation of natural resources;			<b>X</b>
f. Adopting water quality standards and regulating point and nonpoint sources of pollution to protect, and where feasible, restore the recreational value of coastal waters;	<b>X</b>		
g. Developing new shoreline recreational opportunities, where appropriate, such as artificial lagoons, artificial beaches, and artificial reefs for surfing and fishing; and			<b>X</b>
h. Encouraging reasonable dedication of shoreline areas with recreational value for public use as part of discretionary approvals or permits by the land use commission, board of land and natural resources, and county authorities; and crediting such dedication against the requirements of section 46-6.			<b>X</b>
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as it will ensure that all discharges related to construction and/or operation activities within the Site comply with Water Quality Standards.</b>			
<b>Historic Resources</b>			
<b>Objective:</b> (A) Protect, preserve, and, where desirable, restore those natural and manmade historic and prehistoric resources in the coastal zone management area that are significant in Hawaiian and American history and culture.			
<b>Policies:</b>			
(1) Identify and analyze significant archaeological resources;	<b>X</b>		
(2) Maximize information retention through preservation of remains and artifacts or salvage operations; and	<b>X</b>		
(3) Support state goals for protection, restoration, interpretation, and display of historic resources.	<b>X</b>		
<b>Discussion: Archaeological surveys have previously been conducted on the lands, identifying historic resources primarily on the western portions of the Site. Information gained from prior reports have been mapped and the proper archaeological team will be present when any ground-disturbing activity takes place. DHHL and its contractors will comply with all State and County laws and rules regarding the preservation of archaeological and historic sites. If any undocumented historic sites such as walls, platforms, pavements and mounds, or remains such as artifacts, burials, concentrations of shell or charcoal or artifacts are inadvertently encountered during construction activities, work will cease immediately in the</b>			

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COASTAL ZONE MANAGEMENT ACT, CHAPTER 205A, HRS (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	S	N/ S	N/ A
<b>vicinity of the find and the find will be protected. The contractor(s) will immediately contact the State Historic Preservation Division, which will assess the significance of the find and recommend appropriate mitigation measures, if necessary.</b>			
<b>Scenic and Open Space Resources</b>			
<b>Objective:</b> (A) Protect, preserve, and, where desirable, restore or improve the quality of coastal scenic and open space resources.			
<b>Policies:</b>			
(1) Identify valued scenic resources in the coastal zone management area;			<b>X</b>
(2) Ensure that new developments are compatible with their visual environment by designing and locating those developments to minimize the alteration of natural landforms and existing public views to and along the shoreline;	<b>X</b>		
(3) Preserve, maintain, and, where desirable, improve and restore shoreline open space and scenic resources; and	<b>X</b>		
(4) Encourage those developments that are not coastal dependent to locate in inland areas.			<b>X</b>
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as the project site and proposed facilities have been conceptualized in a manner that conforms to Waiohuli’s contours. Situated on lands between two gulches, development sites are located on lands with less slope to minimize grading and alteration of natural landforms.</b>			
<b>Coastal Ecosystems</b>			
<b>Objective:</b> (A) Protect valuable coastal ecosystems, including reefs, beaches, and coastal dunes, from disruption and minimize adverse impacts on all coastal ecosystems.			
<b>Policies:</b>			
(1) Exercise an overall conservation ethic, and practice stewardship in the protection, use, and development of marine and coastal resources;			<b>X</b>
(2) Improve the technical basis for natural resource management;			<b>X</b>
(3) Preserve valuable coastal ecosystems of significant biological or economic importance, including reefs, beaches, and dunes;			<b>X</b>
(4) Minimize disruption or degradation of coastal water ecosystems by effective regulation of stream diversions, channelization, and similar land and water uses, recognizing competing water needs; and			<b>X</b>
(5) Promote water quantity and quality planning and management practices that reflect the tolerance of fresh water and marine ecosystems and maintain and enhance water quality through the development and	<b>X</b>		

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implementation of point and nonpoint source water pollution control measures.			
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as the green space buffer along the gulches will provide natural drainage to improve water quality for stormwater discharge from the Project Site.</b>			
<b>Economic Uses</b>			
<b>Objective:</b> (A) Provide public or private facilities and improvements important to the State's economy in suitable locations.			
<b>Policies:</b>			
(1) Concentrate coastal dependent development in appropriate areas;			<b>X</b>
(2) Ensure that coastal dependent development and coastal related development are located, designed, and constructed to minimize exposure to coastal hazards and adverse social, visual, and environmental impacts in the coastal zone management area; and			<b>X</b>
(3) Direct the location and expansion of coastal development to areas designated and used for that development and permit reasonable long-term growth at those areas, and permit coastal development outside of designated areas when:			<b>X</b>
a. Use of designated locations is not feasible;			<b>X</b>
b. Adverse environmental effects and risks from coastal hazards are minimized; and			<b>X</b>
c. The development is important to the State's economy.	<b>X</b>		
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as its primary goal is to create community based economic opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for the Waiohuli community.</b>			
<b>Coastal Hazards</b>			
<b>Objective:</b> (A) Reduce hazard to life and property from coastal hazards.			
<b>Policies:</b>			
(1) Develop and communicate adequate information about the risks of coastal hazards;			<b>X</b>
(2) Control development, including planning and zoning control, in areas subject to coastal hazards;			<b>X</b>
(3) Ensure that developments comply with requirements of the National Flood Insurance Program; and			<b>X</b>
(4) Prevent coastal flooding from inland projects.			<b>X</b>

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<b>Discussion: N/A</b>						
<b>Managing Development</b>						
<b>Objective:</b> (A) Improve the development review process, communication, and public participation in the management of coastal resources and hazards.						
<b>Policies:</b>						
(1) Use, implement, and enforce existing law effectively to the maximum extent possible in managing present and future coastal zone development;						<b>X</b>
(2) Facilitate timely processing of applications for development permits and resolve overlapping or conflicting permit requirements; and						<b>X</b>
(3) Communicate the potential short and long-term impacts of proposed significant coastal developments early in their life cycle and in terms understandable to the public to facilitate public participation in the planning and review process.						<b>X</b>
<b>Discussion: N/A</b>						
<b>Public Participation</b>						
<b>Objective:</b> (A) Stimulate public awareness, education, and participation in coastal management.						
<b>Policies:</b>						
(1) Promote public involvement in coastal zone management processes;						<b>X</b>
(2) Disseminate information on coastal management issues by means of educational materials, published reports, staff contact, and public workshops for persons and organizations concerned with coastal issues, developments, and government activities; and						<b>X</b>
(3) Organize workshops, policy dialogues, and site-specific mediations to respond to coastal issues and conflicts.						<b>X</b>
<b>Discussion: N/A</b>						
<b>Beach and Coastal Dune Protection</b>						
<b>Objectives:</b> (A) Protect beaches and coastal dunes for: <ul style="list-style-type: none"> <li>i. Public use and recreation;</li> <li>ii. The benefit of coastal ecosystems; and</li> <li>iii. Use as natural buffers against coastal hazards; and</li> </ul> (B) Coordinate and fund beach management and protection.						
<b>Policies:</b>						

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(1) Locate new structures inland from the shoreline setback to conserve open space, minimize interference with natural shoreline processes, and minimize loss of improvements due to erosion;			<b>X</b>
(2) Prohibit construction of private shoreline hardening structures, including seawalls and revetments, at sites having sand beaches and at sites where shoreline hardening structures interfere with existing recreational and waterline activities;			<b>X</b>
(3) Minimize the construction of public shoreline hardening structures, including seawalls and revetments, at sites having sand beaches and at sites where shoreline hardening structures interfere with existing recreational and waterline activities;			<b>X</b>
(4) Minimize grading of and damage to coastal dunes;			<b>X</b>
(5) Prohibit private property owners from creating a public nuisance by inducing or cultivating the private property owner's vegetation in a beach transit corridor; and			<b>X</b>
(6) Prohibit private property owners from creating a public nuisance by allowing the private property owner's unmaintained vegetation to interfere or encroach upon a beach transit corridor; and			<b>X</b>
<b>Discussion: N/A</b>			
<b>Marine and Coastal Resources</b>			
<b>Objective:</b> (A) Promote the protection, use, and development of marine and coastal resources to assure their sustainability.			
<b>Policies:</b>			
(1) Ensure that the use and development of marine and coastal resources are ecologically and environmentally sound and economically beneficial;			<b>X</b>
(2) Coordinate the management of marine and coastal resources and activities to improve effectiveness and efficiency;			<b>X</b>
(3) Assert and articulate the interests of the State as a partner with federal agencies in the sound management of ocean resources within the United States exclusive economic zone;			<b>X</b>
(4) Promote research, study, and understanding of ocean and coastal processes, impacts of climate change and sea level rise, marine life, and other ocean resources to acquire and inventory information necessary to understand how coastal development activities relate to and impact ocean and coastal resources; and			<b>X</b>

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(5) Encourage research and development of new, innovative technologies for exploring, using, or protecting marine and coastal resources.			<b>X</b>
<b>Discussion: N/A</b>			

**5.1.7 Hawai'i State Plan, Chapter 226, HRS**

The Hawai'i State Plan directs State agencies to prepare functional plans for their respective program areas. There are 14 State Functional Plans that serve as the primary implementing vehicle for the goals, objectives, and policies of the Hawaii State Plan.

Table 5-2: Hawaii State Plan, Chapter 226, HRS

<b>HAWAII STATE PLAN, CHAPTER 226, HRS – PART I. OVERALL THEME, GOALS, OBJECTIVES AND POLICIES</b> (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	<b>S</b>	<b>N/S</b>	<b>N/A</b>
<b>HRS § 226-1: Findings and Purpose</b>			
<b>HRS § 226-2: Definitions</b>			
<b>HRS § 226-3: Overall Theme</b>			
<b>HRS § 226-4: State Goals.</b> In order to guarantee, for the present and future generations, those elements of choice and mobility that insure that individuals and groups may approach their desired levels of self-reliance and self-determination, it shall be the goal of the State to achieve: (1) A strong, viable economy, characterized by stability, diversity and growth that enables fulfillment of the needs and expectations of Hawaii's present and future generations.	<b>X</b>		
(2) A desired physical environment, characterized by beauty, cleanliness, quiet, stable natural systems, and uniqueness, that enhances the mental and physical well-being of the people.	<b>X</b>		
(3) Physical, social and economic well-being, for individuals and families in Hawaii, that nourishes a sense of community responsibility, of caring and of participation in community life.	<b>X</b>		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, creating a desired physical environment to promote the physical, social, and economic well-being of the community. The proposed project will provide short- and long-term economic opportunities that will foster greater self-sufficiency for the people of upcountry Maui through capacity building and jobs homegrown at the Project Site.</b>			
<b>HRS § 226-5: Objectives and policies for population.</b>			
<b>Objective:</b> It shall be the objective in planning for the State's population to guide population growth to be consistent with the achievement of physical, economic and social objectives contained in this chapter.			
<b>Policies:</b>			
(1) Manage population growth statewide in a manner that provides increased opportunities for Hawaii's people to pursue their physical, social and economic aspirations while recognizing the unique needs of each County.	<b>X</b>		
(2) Encourage an increase in economic activities and employment opportunities on the neighbor islands consistent with community needs and desires.	<b>X</b>		
(3) Promote increased opportunities for Hawaii's people to pursue their socio-economic aspirations throughout the islands.	<b>X</b>		

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(4) Encourage research activities and public awareness programs to foster an understanding of Hawaii's limited capacity to accommodate population needs and to address concerns resulting from an increase in Hawaii's population.			X
(5) Encourage federal actions and coordination among major governmental agencies to promote a more balanced distribution of immigrants among the states, provided that such actions do not prevent the reunion of immediate family members.			X
(6) Pursue an increase in federal assistance for states with a greater proportion of foreign immigrants relative to their state's population.			X
(7) Plan the development and availability of land and water resources in a coordinated manner so as to provide for the desired levels of growth in each geographic area.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it will offer local economic and community capacity building opportunities to ensure that residents are able to raise their families in Hawai'i.</b>			
<b>HRS § 226-6: Objectives and policies for the economy in general.</b>			
<b>Objectives:</b> Planning for the State's economy in general shall be directed toward achievement of the following objectives:			
(1) Increased and diversified employment opportunities to achieve full employment, increased income and job choice, and improved living standards for Hawaii's people, while at the same time stimulating the development and expansion of economic activities capitalizing on defense, dual-use, and science and technology assets, particularly on the neighbor islands where employment opportunities may be limited.	X		
(2) A steadily growing and diversified economic base that is not overly dependent on a few industries, and includes the development and expansion of industries on the neighbor islands.	X		
<b>Policies:</b>			
(1) Promote and encourage entrepreneurship within Hawaii by residents and nonresidents of the State.	X		
(2) Expand Hawaii's national and international marketing, communication, and organizational ties, to increase the State's capacity to adjust to and capitalize upon economic changes and opportunities occurring outside the State.			X
(3) Promote Hawaii as an attractive market for environmentally and socially sound investment activities that benefit Hawaii's people.	X		
(4) Transform and maintain Hawaii as a place that welcomes and facilitates innovative activity that may lead to commercial opportunities.	X		
(5) Promote innovative activity that may pose initial risks, but ultimately contribute to the economy of Hawaii	X		
(6) Seek broader outlets for new or expanded Hawaii business investments.			X
(7) Expand existing markets and penetrate new markets for Hawaii's products and services.			X
(8) Assure that the basic economic needs of Hawaii's people are maintained in the event of disruptions in overseas transportation.	X		
(9) Strive to achieve a level of construction activity responsive to, and consistent with, state growth objectives.	X		
(10) Encourage the formation of cooperatives and other favorable marketing arrangements at the local or regional level to assist Hawaii's small scale producers, manufacturers, and distributors.	X		
(11) Encourage labor-intensive activities that are economically satisfying and which offer opportunities for upward mobility.	X		



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(12) Encourage innovative activities that may not be labor-intensive, but may otherwise contribute to the economy of Hawaii.	X		
(13) Foster greater cooperation and coordination between the government and private sectors in developing Hawaii's employment and economic growth opportunities.	X		
(14) Stimulate the development and expansion of economic activities which will benefit areas with substantial or expected employment problems.	X		
(15) Maintain acceptable working conditions and standards for Hawaii's workers.	X		
(16) Provide equal employment opportunities for all segments of Hawaii's population through affirmative action and nondiscrimination measures.	X		
(17) Stimulate the development and expansion of economic activities capitalizing on defense, dual-use, and science and technology assets, particularly on the neighbor islands where employment opportunities may be limited.			X
(18) Encourage businesses that have favorable financial multiplier effects within Hawaii's economy, particularly with respect to emerging industries in science and technology.			X
(19) Promote and protect intangible resources in Hawaii, such as scenic beauty and the aloha spirit, which are vital to a healthy economy.	X		
(20) Increase effective communication between the educational community and the private sector to develop relevant curricula and training programs to meet future employment needs in general, and requirements of new or innovative potential growth industries in particular.	X		
(21) Foster a business climate in Hawaii—including attitudes, tax and regulatory policies, and financial and technical assistance programs—that is conducive to the expansion of existing enterprises and the creation and attraction of new business and industry.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the vision for WE DO is to provide community-based job opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for the Waiohuli community.</b>			
<b>HRS § 226-7: Objectives and policies for the economy - agriculture</b>			
<b>Objectives:</b> Planning for the State's economy with regard to agriculture shall be directed towards achievement of the following objectives:			
(1) Viability of Hawaii's sugar and pineapple industries.			X
(2) Growth and development of diversified agriculture throughout the State.	X		
(3) An agriculture industry that continues to constitute a dynamic and essential component of Hawaii's strategic, economic, and social well-being.	X		
<b>Policies:</b>			
(1) Establish a clear direction for Hawaii's agriculture through stakeholder commitment and advocacy.	X		
(2) Encourage agriculture by making best use of natural resources.	X		
(3) Provide the governor and the legislature with information and options needed for prudent decision making for the development of agriculture.			X
(4) Establish strong relationships between the agricultural and visitor industries for mutual marketing benefits.			X
(5) Foster increased public awareness and understanding of the contributions and benefits of agriculture as a major sector of Hawaii's economy.	X		
(6) Seek the enactment and retention of federal and state legislation that benefits Hawaii's agricultural industries.			X

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(7) Strengthen diversified agriculture by developing an effective promotion, marketing, and distribution system between Hawaii's producers and consumer markets locally, on the continental United States, and internationally.	X		
(8) Support research and development activities that provide greater efficiency and economic productivity in agriculture.			X
(9) Enhance agricultural growth by providing public incentives and encouraging private initiatives.			X
(10) Assure the availability of agriculturally suitable lands with adequate water to accommodate present and future needs.	X		
(11) Increase the attractiveness and opportunities for an agricultural education and livelihood.	X		
(12) Expand Hawaii's agricultural base by promoting growth and development of flowers, tropical fruits and plants, livestock, feed grains, forestry, food crops, aquaculture, and other potential enterprises.	X		
(13) Promote economically competitive activities that increase Hawaii's agricultural self-sufficiency.	X		
(14) Promote and assist in the establishment of sound financial programs for diversified agriculture.	X		
(15) Institute and support programs and activities to assist the entry of displaced agricultural workers into alternative agricultural or other employment.	X		
(16) Facilitate the transition of agricultural lands in economically nonfeasible agricultural production to economically viable agricultural uses.	X		
(17) Perpetuate, promote, and increase use of traditional Hawaiian farming systems, such as the use of loko ia, mala, and irrigated loi, and growth of traditional Hawaiian crops, such as kalo, uala, and ulu.	X		
(18) Increase and develop small-scale farms.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the 42 acres of agriculture development training sites will provide space for educational facilities and job training in the agricultural industry rooted in indigenous knowledge and traditional Hawaiian farming. Agricultural development on the Site will also offer economic opportunities for commercial development to generate revenue streams for the Waiohuli community.</b>			
<b>HRS § 226-8: Objectives and policies for the economy – visitor industry</b>			
<b>Objectives:</b> Planning for the State's economy with regard to the visitor industry shall be directed towards the achievement of the objective of a visitor industry that constitutes a major component of steady growth for Hawaii's economy.			
<b>Policies:</b>			
(1) Support and assist in the promotion of Hawaii's visitor attractions and facilities.			X
(2) Ensure that visitor industry activities are in keeping with the social, economic, and physical needs and aspirations of Hawaii's people.			X
(3) Improve the quality of existing visitor destination areas.			X
(4) Encourage cooperation and coordination between the government and private sectors in developing and maintaining well-designed, adequately serviced visitor industry and related developments which are sensitive to neighboring communities and activities.			X
(5) Develop the industry in a manner that will continue to provide new job opportunities and steady employment for Hawaii's people.			X
(6) Provide opportunities for Hawaii's people to obtain job training and education that will allow for upward mobility within the visitor industry.			X

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(7) Foster a recognition of the contribution of the visitor industry to Hawaii's economy and the need to perpetuate the aloha spirit.			X
(8) Foster an understanding by visitors of the aloha spirit and of the unique and sensitive character of Hawaii's cultures and values.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-9: Objective and policies for the economy – federal expenditures</b>			
<b>Objective:</b> Planning for the State's economy with regard to federal expenditures shall be directed towards achievement of the objective of a stable federal investment base as an integral component of Hawaii's economy.			
<b>Policies:</b>			
(1) Encourage the sustained flow of federal expenditures in Hawaii that generates long-term government civilian employment.			X
(2) Promote Hawaii's supportive role in national defense.			X
(3) Promote the development of federally supported activities in Hawaii that respect statewide economic concerns, are sensitive to community needs, and minimize adverse impacts on Hawaii's environment.			X
(4) Increase opportunities for entry and advancement of Hawaii's people into federal government service.			X
(5) Promote federal use of local commodities, services, and facilities available in Hawaii.			X
(6) Strengthen federal-state-county communication and coordination in all federal activities that affect Hawaii.			X
(7) Pursue the return of federally controlled lands in Hawaii that are not required for either the defense of the nation or for other purposes of national importance, and promote the mutually beneficial exchanges of land between federal agencies, the State, and the counties.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-10: Objectives and policies for the economy – potential growth and innovative activities.</b>			
<b>Objective:</b> Planning for the State's economy with regard to potential growth activities shall be directed towards achievement of the objective of development and expansion of potential growth activities that serve to increase and diversify Hawaii's economic base.			
<b>Policies:</b>			
(1) Facilitate investment and employment growth in economic activities that have the potential to expand and diversify Hawaii's economy, including but not limited to diversified agriculture, aquaculture, renewable energy development, creative media, health care, and science and technology-based sectors.	X		
(2) Facilitate investment in innovative activity that may pose risks or be less labor-intensive than other traditional business activity, but if successful, will generate revenue in Hawaii through the export of services or products or substitution of imported services or products;			X
(3) Encourage entrepreneurship in innovative activity by academic researchers and instructors who may not have the background, skill, or initial inclination to commercially exploit their discoveries or achievements.			X
(4) Recognize that innovative activity is not exclusively dependent upon individuals with advanced formal education, but that many self-taught, motivated individuals are able, willing, sufficiently knowledgeable, and equipped with the attitude necessary to undertake innovative activity.	X		
(5) Increase the opportunities for investors in innovative activity and talent engaged in innovative activity to personally meet and interact at cultural, art, entertainment, culinary, athletic, or visitor-oriented events without a business focus;	X		

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(6) Expand Hawaii's capacity to attract and service international programs and activities that generate employment for Hawaii's people.	X		
(7) Enhance and promote Hawaii's role as a center for international relations, trade, finance, services, technology, education, culture, and the arts.	X		
(8) Accelerate research and development of new energy-related industries based on wind, solar, ocean, underground resources, and solid waste.	X		
(9) Promote Hawaii's geographic, environmental, social, and technological advantages to attract new or innovative economic activities into the State.	X		
(10) Provide public incentives and encourage private initiative to attract new or innovative industries that best support Hawaii's social, economic, physical, and environmental objectives.	X		
(11) Increase research and the development of ocean-related economic activities such as mining, food production, and scientific research.	X		
(12) Develop, promote, and support research and educational and training programs that will enhance Hawaii's ability to attract and develop economic activities of benefit to Hawaii.	X		
(13) Foster a broader public recognition and understanding of the potential benefits of new or innovative growth-oriented industry in Hawaii.	X		
(14) Encourage the development and implementation of joint federal and state initiatives to attract federal programs and projects that will support Hawaii's social, economic, physical, and environmental objectives.	X		
(15) Increase research and development of businesses and services in the telecommunications and information industries.			X
(16) Foster the research and development of non-fossil fuel and energy efficient modes of transportation.			X
(17) Recognize and promote health care and health care information technology as growth industries.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the educational and workforce training facilities have the potential to diversify Hawaii's economy and workforce in infrastructure, agricultural cultivation, community services, renewable energy, and water source development.</b>			
<b>HRS § 226-10.5: Objectives and policies for the economy – information industry</b>			
<b>Objective:</b> Planning for the State's economy with regard to telecommunications and information technology shall be directed toward recognizing that broadband and wireless communication capability and infrastructure are foundations for an innovative economy and positioning Hawaii as a leader in broadband and wireless communications and applications in the Pacific Region.			
<b>Policies:</b>			
(1) Encourage the continued development and expansion of the telecommunications infrastructure serving Hawaii to accommodate future growth in the information industry;			X
(2) Facilitate the development of new business and service ventures in the information industry which will provide employment opportunities for the people of Hawaii;			X
(3) Encourage greater cooperation between the public and private sectors in developing and maintaining a well- designed information industry;			X
(4) Ensure that the development of new businesses and services in the industry are in keeping with the social, economic, and physical needs and aspirations of Hawaii's people;			X
(5) Provide opportunities for Hawaii's people to obtain job training and education that will allow for upward mobility within the information industry;			X

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(6) Foster a recognition of the contribution of the information industry to Hawaii's economy; and			X
(7) Assist in the promotion of Hawaii as a broker, creator, and processor of information in the Pacific.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-11: Objectives and policies for the physical environment – land-based, shoreline, and marine resources.</b>			
<b>Objectives:</b> Planning for the State's physical environment shall be directed towards achievement of the objective of enhancement of Hawaii's scenic assets, natural beauty, and multi-cultural/historical resources.			
(1) Prudent use of Hawaii's land-based, shoreline, and marine resources.	X		
(2) Effective protection of Hawaii's unique and fragile environmental resources.	X		
<b>Policies:</b>			
(1) Exercise an overall conservation ethic in the use of Hawaii's natural resources.	X		
(2) Ensure compatibility between land-based and water-based activities and natural resources and ecological systems.	X		
(3) Take into account the physical attributes of areas when planning and designing activities and facilities.	X		
(4) Manage natural resources and environs to encourage their beneficial and multiple use without generating costly or irreparable environmental damage.	X		
(5) Consider multiple uses in watershed areas, provided such uses do not detrimentally affect water quality and recharge functions.	X		
(6) Encourage the protection of rare or endangered plant and animal species and habitats native to Hawaii.	X		
(7) Provide public incentives that encourage private actions to protect significant natural resources from degradation or unnecessary depletion.			X
(8) Pursue compatible relationships among activities, facilities, and natural resources.	X		
(9) Promote increased accessibility and prudent use of inland and shoreline areas for public recreational, educational, and scientific purposes.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the project site and proposed facilities have been conceptualized in a manner that conforms to Waiohuli's contours to minimize grading and alteration of natural landforms. In addition, the landscaping of the site will include native plants and trees that support watershed health.</b>			
<b>HRS § 226-12: Objectives and policies for the physical environment – scenic, natural beauty, and historic resources.</b>			
<b>Objective:</b> Planning for the State's physical environment shall be directed towards achievement of the objective of enhancement of Hawaii's scenic assets, natural beauty, and multi-cultural/historical resources.			
<b>Policies:</b>			
(1) Promote the preservation and restoration of significant natural and historic resources.	X		
(2) Provide incentives to maintain and enhance historic, cultural, and scenic amenities.	X		
(3) Promote the preservation of views and vistas to enhance the visual and aesthetic enjoyment of mountains, ocean, scenic landscapes, and other natural features.	X		
(4) Protect those special areas, structures, and elements that are an integral and functional part of Hawaii's ethnic and cultural heritage.	X		
(5) Encourage the design of developments and activities that complement the natural beauty of the islands.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the project aims to preserve Hawaii's culture along with any significant natural or historic resources.</b>			

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<b>HRS § 226-13: Objectives and policies for the physical environment – land, air, and water quality.</b>			
<b>Objectives:</b> Planning for the State’s physical environment with regard to land, air, and water quality shall be directed towards achievement of the following objectives:			
(1) Maintenance and pursuit of improved quality in Hawaii's land, air, and water resources.	X		
(2) Greater public awareness and appreciation of Hawaii's environmental resources.	X		
<b>Policies:</b>			
(1) Foster educational activities that promote a better understanding of Hawaii’s limited environmental resources.	X		
(2) Promote the proper management of Hawaii’s land and water resources.	X		
(3) Promote effective measures to achieve desired quality in Hawaii's surface, ground, and coastal waters.	X		
(4) Encourage actions to maintain or improve aural and air quality levels to enhance the health and well-being of Hawaii's people.			X
(5) Reduce the threat to life and property from erosion, flooding, tsunamis, hurricanes, earthquakes, volcanic eruptions, and other natural or man-induced hazards and disasters.	X		
(6) Encourage design and construction practices that enhance the physical qualities of Hawaii's communities.	X		
(7) Encourage urban developments in close proximity to existing services and facilities.			X
(8) Foster recognition of the importance and value of the land, air, and water resources to Hawaii’s people, their cultures and visitors.	X		
<b>Discussion:</b> The proposed project is supportive of the State’s goals as stated above, as the project will protect and maintain water quality by reducing the sediment and other non-point source pollutants to downstream coastal waters. In addition, to minimize as much as possible the extraction of water from the groundwater system, the WE DO plan conceptualizes using best practices for water conservation throughout the Site, including landscaping that incorporates drought-tolerant native plants and other water efficient landscape design techniques. Water conservation technology and design should be implemented in the development and construction of the community support training facilities such as rainwater catchment systems, non-potable water use, water-efficient fixtures and monitoring systems to track water use. The green space buffer abutting the gulches will provide ecosystem services by maintaining natural drainage to minimize erosion, facilitate flood control, and preserve natural habitat corridors for wildlife.			
<b>HRS § 226-14: Objective and policies for facility systems – in general</b>			
<b>Objective:</b> Planning for the State's facility systems in general shall be directed towards achievement of the objective of water, transportation, waste disposal, and energy and telecommunication systems that support statewide social, economic, and physical objectives.			
<b>Policies:</b>			
(1) Accommodate the needs of Hawaii's people through coordination of facility systems and capital improvement priorities in consonance with state and county plans.			X
(2) Encourage flexibility in the design and development of facility systems to promote prudent use of resources and accommodate changing public demands and priorities.			X
(3) Ensure that required facility systems can be supported within resource capacities and at reasonable cost to the user.			X
(4) Pursue alternative methods of financing programs and projects and cost-saving techniques in the planning, construction, and maintenance of facility systems.			X
<b>Discussion:</b> N/A			
<b>HRS § 226-15: Objectives and policies for facility systems – solid and liquid wastes.</b>			

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<b>Objectives:</b> Planning for the State’s facility systems with regard to solid and liquid wastes shall be directed towards the achievement of the following objectives:			
(1) Maintenance of basic public health and sanitation standards relating to treatment and disposal of solid and liquid wastes.	X		
(2) Provision of adequate sewerage facilities for physical and economic activities that alleviate problems in housing, employment, mobility, and other areas.	X		
<b>Policies:</b>			
(1) Encourage the adequate development of sewerage facilities that complement planned growth.	X		
(2) Promote re-use and recycling to reduce solid and liquid wastes and employ a conservation ethic.			X
(3) Promote research to develop more efficient and economical treatment and disposal of solid and liquid wastes.			X
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as WE DO is considering developing a wastewater treatment package plant to serve the community support training facilities and will be designed with capacity to serve potential future growth on the Site if desired by the Waiohuli community.</b>			
<b>HRS § 226-16: Objectives and policies for facility systems – water.</b>			
<b>Objective:</b> Planning for the State’s facility systems with regard to water shall be directed towards achievement of the objective of the provision of water to adequately accommodate domestic, agricultural, commercial, industrial, recreational, and other needs within resource capacities.			
<b>Policies:</b>			
(1) Coordinate development of land use activities with existing and potential water supply.	X		
(2) Support research and development of alternative methods to meet future water requirements well in advance of anticipated needs.	X		
(3) Reclaim and encourage the productive use of runoff water and wastewater discharges.			X
(4) Assist in improving the quality, efficiency, service, and storage capabilities of water systems for domestic and agricultural use.	X		
(5) Support water supply services to areas experiencing critical water problems.			X
(6) Promote water conservation programs and practices in government, private industry, and the general public to help ensure adequate water to meet long-term needs.			X
<b>Discussion: The proposed project is supportive of the State’s goals as stated above , as the WE DO plan conceptualizes using best practices for water conservation throughout the Site, including landscaping that incorporates drought-tolerant native plants and other water efficient landscape design techniques to minimize as much as possible the extraction of water from the groundwater system. Water conservation technology and design will be implemented in the development and construction of the community support training facilities such as rainwater catchment systems, non-potable water use, water-efficient fixtures, and monitoring systems to track water use.</b>			
<b>At a minimum, the proposed project will require the installation of Individual Wastewater System (IWS) facilities to support the proposed community support training facilities and the potential for residential development on the Site in the future if desired by the Waiohuli community.</b>			
<b>HRS § 226-17: Objectives and policies for facility systems – transportation.</b>			
<b>Objective:</b> Planning for the State's facility systems with regard to energy shall be directed toward the achievement of the following objectives, giving due consideration to all:			

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(1) An integrated multi-modal transportation system that services statewide needs and promotes the efficient, economical, safe, and convenient movement of people and goods.			X
(2) A statewide transportation system that is consistent with and will accommodate planned growth objectives throughout the State.			X
<b>Policies:</b>			
(1) Design, program, and develop a multi-modal system in conformance with desired growth and physical development as stated in this chapter;			X
(2) Coordinate state, county, federal, and private transportation activities and programs toward the achievement of statewide objectives;			X
(3) Encourage a reasonable distribution of financial responsibilities for transportation among participating governmental and private parties;			X
(4) Provide for improved accessibility to shipping, docking, and storage facilities;			X
(5) Promote a reasonable level and variety of mass transportation services that adequately meet statewide and community needs;			X
(6) Encourage transportation systems that serve to accommodate present and future development needs of communities;			X
(7) Encourage a variety of carriers to offer increased opportunities and advantages to interisland movement of people and goods;			X
(8) Increase the capacities of airport and harbor systems and support facilities to effectively accommodate transshipment and storage needs;			X
(9) Encourage the development of transportation systems and programs which would assist statewide economic growth and diversification;			X
(10) Encourage the design and development of transportation systems sensitive to the needs of affected communities and the quality of Hawaii's natural environment;			X
(11) Encourage safe and convenient use of low-cost, energy-efficient, non-polluting means of transportation;			X
(12) Coordinate intergovernmental land use and transportation planning activities to ensure the timely delivery of supporting transportation infrastructure in order to accommodate planned growth objectives; and			X
(13) Encourage diversification of transportation modes and infrastructure to promote alternate fuels and energy efficiency.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-18: Objectives and policies for facility systems – energy.</b>			
<b>Objectives:</b> Planning for the State's facility systems with regard to energy shall be directed toward the achievement of the following objectives, giving due consideration to all:			
(1) Dependable, efficient, and economical statewide energy systems capable of supporting the needs of the people;	X		
(2) Increased energy security and self-sufficiency through the reduction and ultimate elimination of Hawaii's dependence on imported fuels for electrical generation and ground transportation;			X
(3) Greater diversification of energy generation in the face of threats to Hawaii's energy supplies and systems;			X
(4) Reduction, avoidance, or sequestration of greenhouse gas emissions from energy supply and use; and			X
(5) Utility models that make the social and financial interests of Hawaii's utility customers a priority.			X
<b>Policies:</b>			



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(1) Support research and development as well as promote the use of renewable energy sources;	X		
(2) Ensure that the combination of energy supplies and energy-saving systems is sufficient to support the demands of growth;			X
(3) Base decisions of least-cost supply-side and demand-side energy resource options on a comparison of their total costs and benefits when a least-cost is determined by a reasonably comprehensive, quantitative, and qualitative accounting of their long-term, direct and indirect economic, environmental, social, cultural, and public health costs and benefits;			X
(4) Promote all cost-effective conservation of power and fuel supplies through measures including:			X
(A) Development of cost-effective demand-side management programs;			X
(B) Education;			X
(C) Adoption of energy-efficient practices and technologies; and	X		
(D) Increasing energy efficiency and decreasing energy use in public infrastructure;	X		
(5) Ensure, to the extent that new supply-side resources are needed, that the development or expansion of energy systems utilizes the least-cost energy supply option and maximizes efficient technologies;			X
(6) Support research, development, demonstration, and use of energy efficiency, load management, and other demand-side management programs, practices, and technologies;			X
(7) Promote alternate fuels and transportation energy efficiency;			X
(8) Support actions that reduce, avoid, or sequester greenhouse gases in utility, transportation, and industrial sector applications;			X
(9) Support actions that reduce, avoid, or sequester Hawaii’s greenhouse gas emissions through agriculture and forestry initiatives;	X		
(10) Provide priority handling and processing for all state and county permits required for renewable energy projects;			X
(11) Ensure that liquefied natural gas is used only as a cost-effective transitional, limited-term replacement of petroleum for electricity generation and does not impede the development and use of other cost-effective renewable energy sources; and			X
(12) Promote the development of indigenous geothermal energy resources that are located on public trust land as an affordable and reliable source of firm power for Hawaii.			X
<b>Discussion: The proposed project is supportive of the State’s goals as stated above , as a large 26.4-acre segment of the Site is planned to be a renewable energy solar farm that could also support potential future growth on the Site and the neighboring communities.</b>			
<b>HRS § 226-18.5: Objectives and policies for facility systems—telecommunications.</b>			
<b>Objective:</b> Planning for the State’s telecommunications facility systems shall be directed towards the achievement of dependable, efficient, and economical statewide telecommunications systems capable of supporting the needs of the people.			
<b>Policies:</b>			
(1) Facilitate research and development of telecommunications systems and resources;			X
(2) Encourage public and private sector efforts to develop means for adequate, ongoing telecommunications planning;			X
(3) Promote efficient management and use of existing telecommunications systems and services; and			X

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(4) Facilitate the development of education and training of telecommunications personnel.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-19: Objectives and policies for socio-cultural advancement – housing.</b>			
<b>Objectives:</b> Planning for the State's socio-cultural advancement with regard to housing shall be directed toward the achievement of the following objectives:			
(1) Greater opportunities for Hawaii's people to secure reasonably priced, safe, sanitary, and livable homes, located in suitable environments that satisfactorily accommodate the needs and desires of families and individuals, through collaboration and cooperation between government and nonprofit and for-profit developers to ensure that more affordable housing is made available to very low-, low- and moderate-income segments of Hawaii's population.			X
(2) The orderly development of residential areas sensitive to community needs and other land uses.	X		
(3) The development and provision of affordable rental housing by the State to meet the housing needs of Hawaii's people.			X
<b>Policies:</b>			
(1) Effectively accommodate the housing needs of Hawaii's people.			X
(2) Stimulate and promote feasible approaches that increase housing choices for low-income, moderate-income, and gap-group households.			X
(3) Increase homeownership and rental opportunities and choices in terms of quality, location, cost, densities, style, and size of housing.			X
(4) Promote appropriate improvement, rehabilitation, and maintenance of existing housing units and residential areas.			X
(5) Promote design and location of housing developments taking into account the physical setting, accessibility to public facilities and services, and other concerns of existing communities and surrounding areas.			X
(6) Facilitate the use of available vacant, developable, and underutilized urban lands for housing.			X
(7) Foster a variety of lifestyles traditional to Hawaii through the design and maintenance of neighborhoods that reflect the culture and values of the community.	X		
(8) Promote research and development of methods to reduce the cost of housing construction in Hawaii.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the community support training facilities will foster lifestyles traditional to Hawaii and will reflect the cultural values of the community. If desired by the Waiohuli community there is potential for residential development.</b>			
<b>HRS § 226-20: Objectives and policies for socio-cultural advancement – health</b>			
<b>Objectives:</b> Planning for the State's socio-cultural advancement with regard to health shall be directed towards achievement of the following objectives:			
(1) Fulfillment of basic individual health needs of the general public.	X		
(2) Maintenance of sanitary and environmentally healthful conditions in Hawaii's communities.	X		
<b>Policies:</b>			
(1) Provide adequate and accessible services and facilities for prevention and treatment of physical and mental health problems, including substance abuse.			X

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(2) Encourage improved cooperation among public and private sectors in the provision of health care to accommodate the total health needs of individuals throughout the State.			X
(3) Encourage public and private efforts to develop and promote statewide and local strategies to reduce health care and related insurance costs.			X
(4) Foster an awareness of the need for personal health maintenance and preventive health care through education and other measures.			X
(5) Provide programs, services, and activities that ensure environmentally healthful and sanitary conditions.			X
(6) Improve the State’s capabilities in preventing contamination by pesticides and other potentially hazardous substances through increased coordination, education, monitoring, and enforcement.			X
(7) Prioritize programs, services, interventions, and activities that address identified social determinants of health to improve native Hawaiian health and well-being consistent with the United States Congress’ declaration of policy as codified in title 42 United States Code section 11702, and to reduce health disparities of disproportionately affected demographics, including native Hawaiians, other Pacific Islanders, and Filipinos. The prioritization of affected demographic groups other than native Hawaiians may be reviewed every ten years and revised based on the best available epidemiological and public health data.			X
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as the community support training facilities has the potential to expand into a community-based health center that features kūpuna services along with both traditional Hawaiian healing practices and western medical services.</b>			
<b>HRS § 226-21: Objectives and policies for socio-cultural advancement – education.</b>			
<b>Objectives:</b> Planning for the State's socio-cultural advancement with regard to education shall be directed towards achievement of the objective of the provision of a variety of educational opportunities to enable individuals to fulfill their needs, responsibilities, and aspirations.			
<b>Policies:</b>			
(1) Support educational programs and activities that enhance personal development, physical fitness, recreation, and cultural pursuits of all groups.	X		
(2) Ensure the provision of adequate and accessible educational services and facilities that are designed to meet individual and community needs.	X		
(3) Provide appropriate educational opportunities for groups with special needs.			X
(4) Promote educational programs which enhance understanding of Hawaii's cultural heritage.	X		
(5) Provide higher educational opportunities that enable Hawaii's people to adapt to changing employment demands.	X		
(6) Assist individuals, especially those experiencing critical employment problems or barriers, or undergoing employment transitions, by providing appropriate employment training programs and other related educational opportunities.	X		
(7) Promote programs and activities that facilitate the acquisition of basic skills, such as reading, writing, computing, listening, speaking, and reasoning.	X		
(8) Emphasize quality educational programs in Hawaii's institutions to promote academic excellence.	X		
(9) Support research programs and activities that enhance the education programs of the State.			X
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as the community support training facilities and concepts will be developed to align with the desired needs of the community and will be invaluable for the Waiohuli region, given the remoteness of the community. In addition, the training facilities</b>			

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<b>will create community-based job opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for the Waiohuli community.</b>			
<b>HRS § 226-22: Objective and policies for socio-cultural advancement – social services</b>			
<b>Objective:</b> Planning for the State's socio-cultural advancement with regard to social services shall be directed towards the achievement of the objective of improved public and private social services and activities that enable individuals, families, and groups to become more self-reliant and confident to improve their well-being.			
<b>Policies:</b>			
(1) Assist individuals, especially those in need of attaining a minimally adequate standard of living and those confronted by social and economic hardship conditions, through social services and activities within the State's fiscal capacities.	X		
(2) Promote coordination and integrative approaches among public and private agencies and programs to jointly address social problems that will enable individuals, families, and groups to deal effectively with social problems and to enhance their participation in society.			X
(3) Facilitate the adjustment of new residents, especially recently arrived immigrants, into Hawaii's communities.			X
(4) Promote alternatives to institutional care in the provision of long-term care for elder and disabled populations.	X		
(5) Support public and private efforts to prevent domestic abuse and child molestation, and assist victims of abuse and neglect.			X
(6) Promote programs which assist people in need of family planning services to enable them to meet their needs.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the community support training facilities has the potential to expand into a community-based health center that features kūpuna services, social services, along with wellness and medical services.</b>			
<b>HRS § 226-23: Objectives and policies for socio-cultural advancement – leisure.</b>			
<b>Objective:</b> Planning for the State's socio-cultural advancement with regard to leisure shall be directed towards the achievement of the objective of the adequate provision of resources to accommodate diverse cultural, artistic, and recreational needs for present and future generations.			
<b>Policies:</b>			
(1) Foster and preserve Hawaii's multi-cultural heritage through supportive cultural, artistic, recreational, and humanities-oriented programs and activities.	X		
(2) Provide a wide range of activities and facilities to fulfill the cultural, artistic, and recreational needs of all diverse and special groups effectively and efficiently.	X		
(3) Enhance the enjoyment of recreational experiences through safety and security measures, educational opportunities, and improved facility design and maintenance.	X		
(4) Promote the recreational and educational potential of natural resources having scenic, open space, cultural, historical, geological, or biological values while ensuring that their inherent values are preserved.	X		
(5) Ensure opportunities for everyone to use and enjoy Hawaii's recreational resources.	X		
(6) Assure the availability of sufficient resources to provide for future cultural, artistic, and recreational needs.	X		
(7) Provide adequate and accessible physical fitness programs to promote the physical and mental well-being of Hawaii's people.			X
(8) Increase opportunities for appreciation and participation in the creative arts, including the literary, theatrical, visual, musical, folk, and traditional art forms.	X		

## Waiohuli Economic Development Opportunities

### Draft Environmental Assessment / Anticipated Finding of No Significant Impact

HAWAII STATE PLAN, CHAPTER 226, HRS – PART I. OVERALL THEME, GOALS, OBJECTIVES AND POLICIES (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	S	N/S	N/A
(9) Encourage the development of creative expression in the artistic disciplines to enable all segments of Hawaii's population to participate in the creative arts.	X		
(10) Assure adequate access to significant natural and cultural resources in public ownership.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the potential uses of the site include recreational spaces, and space for Hawaiian cultural services.</b>			
<b>HRS § 226-24: Objective and policies for socio-cultural advancement – individual rights and personal well-being.</b>			
<b>Objective:</b> Planning for the State's socio-cultural advancement with regard to individual rights and personal well-being shall be directed towards achievement of the objective of increased opportunities and protection of individual rights to enable individuals to fulfill their socio-economic needs and aspirations.			
<b>Policies:</b>			
(1) Provide effective services and activities that protect individuals from criminal acts and unfair practices and that alleviate the consequences of criminal acts in order to foster a safe and secure environment.			X
(2) Uphold and protect the national and state constitutional rights of every individual.			X
(3) Assure access to, and availability of, legal assistance, consumer protection, and other public services which strive to attain social justice.			X
(4) Ensure equal opportunities for individual participation in society.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-25: Objectives and policies for socio-cultural advancement – culture.</b>			
<b>Objective:</b> Planning for the State's socio-cultural advancement with regard to culture shall be directed toward the achievement of the objective of enhancement of cultural identities, traditions, values, customs, and arts of Hawaii's people.			
<b>Policies:</b>			
(1) Foster increased knowledge and understanding of Hawaii's ethnic and cultural heritages and the history of Hawaii.	X		
(2) Support activities and conditions that promote cultural values, customs, and arts that enrich the lifestyles of Hawaii's people and which are sensitive and responsive to family and community needs.	X		
(3) Encourage increased awareness of the effects of proposed public and private actions on the integrity and quality of cultural and community lifestyles in Hawaii.			X
(4) Encourage the essence of the aloha spirit in people's daily activities to promote harmonious relationships among Hawaii's people and visitors.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the community support training facilities will foster lifestyles traditional to Hawaii and will reflect the cultural values of the community.</b>			
<b>HRS § 226-26: Objectives and policies for socio-cultural advancement – public safety.</b>			
<b>Objectives:</b> Planning for the State's socio-cultural advancement with regard to public safety shall be directed towards the achievement of the following objectives:			
(1) Assurance of public safety and adequate protection of life and property for all people.	X		
(2) Optimum organizational readiness and capability in all phases of emergency management to maintain the strength, resources, and social and economic well-being of the community in the event of civil disruptions, wars, natural disasters, and other major disturbances.	X		
(3) Promotion of a sense of community responsibility for the welfare and safety of Hawaii's people.	X		
<b>Policies related to public safety:</b>			

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(1) Ensure that public safety programs are effective and responsive to community needs.	X		
(2) Encourage increased community awareness and participation in public safety programs.			X
<b><i>Policies related to criminal justice:</i></b>			
(1) Support criminal justice programs aimed at preventing and curtailing criminal activities.			X
(2) Develop a coordinated, systematic approach to criminal justice administration among all criminal justice agencies.			X
(3) Provide a range of correctional resources which may include facilities and alternatives to traditional incarceration in order to address the varied security needs of the community and successfully reintegrate offenders into the community.			X
<b><i>Policies related to emergency management:</i></b>			
(1) Ensure that responsible organizations are in a proper state of readiness to respond to major war-related, natural, or technological disasters and civil disturbances at all times.	X		
(2) Enhance the coordination between emergency management programs throughout the State.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the proposed development incorporates measures to enhance public safety.</b>			
<b>HRS § 226-27: Objectives and policies for socio-cultural advancement – government.</b>			
<b><i>Objectives:</i></b> Planning the State's socio-cultural advancement with regard to government shall be directed towards the achievement of the following objectives:			
(1) Efficient, effective, and responsive government services at all levels in the State.			X
(2) Fiscal integrity, responsibility, and efficiency in the state government and county governments.			X
<b><i>Policies:</i></b>			
(1) Provide for necessary public goods and services not assumed by the private sector.			X
(2) Pursue an openness and responsiveness in government that permits the flow of public information, interaction, and response.			X
(3) Minimize the size of government to that necessary to be effective.			X
(4) Stimulate the responsibility in citizens to productively participate in government for a better Hawaii.			X
(5) Assure that government attitudes, actions, and services are sensitive to community needs and concerns.			X
(6) Provide for a balanced fiscal budget.			X
(7) Improve the fiscal budgeting and management system of the State.			X
(8) Promote the consolidation of state and county governmental functions to increase the effective and efficient delivery of government programs and services and to eliminate duplicative services wherever feasible.			X
<b>Discussion: N/A</b>			
<b>HAWAII STATE PLAN, CHAPTER 226, HRS – PART III. PRIORITY GUIDELINES</b>			
<b>HRS § 226-101: Purpose.</b> The purpose of this part is to establish overall priority guidelines to address areas of statewide concern.			
<b>HRS § 226-102: Overall direction.</b> The State shall strive to improve the quality of life for Hawaii's present and future present and future population through the pursuit of desirable courses of action in five major areas of			

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statewide concern which merit priority attention: economic development, population growth and land resource management, affordable housing, crime and criminal justice, and quality education.			
<b>HRS § 226-103: Economic priority guidelines.</b>			
(a) Priority guidelines to stimulate economic growth and encourage business expansion and development to provide needed jobs for Hawaii’s people and achieve a stable and diversified economy:			
(1) Seek a variety of means to increase the availability of investment capital for new and expanding enterprises.	X		
(A) Encourage investments which:	X		
(i) Reflect long term commitments to the State;	X		
(ii) Rely on economic linkages within the local economy;	X		
(iii) Diversify the economy;	X		
(iv) Reinvest in the local economy;	X		
(v) Are sensitive to community needs and priorities; and	X		
(vi) Demonstrate a commitment to provide management opportunities to Hawaii residents.	X		
(B) Encourage investments in innovative activities that have a nexus to the State, such as:	X		
(i) Present or former residents acting as entrepreneurs or principals;			X
(ii) Academic support from an institution of higher education in Hawaii;			X
(iii) Investment interest from Hawaii residents;			X
(iv) Resources unique to Hawaii that are required for innovative activity; and			X
(v) Complementary or supportive industries or government programs or projects.	X		
(2) Encourage the expansion of technological research to assist industry development and support the development and commercialization of technological advancements.			X
(3) Improve the quality, accessibility, and range of services provided by government to business, including data and reference services and assistance in complying with governmental regulations.			X
(4) Seek to ensure that state business tax and labor laws and administrative policies are equitable, rational, and predictable.			X
(5) Streamline the building and development permit and review process, and eliminate or consolidate other burdensome or duplicative governmental requirements imposed on business, where public health, safety and welfare would not be adversely affected.			X
(6) Encourage the formation of cooperatives and other favorable marketing or distribution arrangements at the regional or local level to assist Hawaii’s small-scale producers, manufacturers, and distributors.			X
(7) Continue to seek legislation to protect Hawaii from transportation interruptions between Hawaii and the continental United States.			X
(8) Provide public incentives and encourage private initiative to develop and attract industries which promise long-term growth potentials and which have the following characteristics:	X		
(A) An industry that can take advantage of Hawaii’s unique location and available physical and human resources.	X		

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(B) A clean industry that would have minimal adverse effects on Hawaii's environment.	X		
(C) An industry that is willing to hire and train Hawaii's people to meet the industry's labor needs at all levels of employment.	X		
(D) An industry that would provide reasonable income and steady employment.	X		
(9) Support and encourage, through educational and technical assistance programs and other means, expanded opportunities for employee ownership and participation in Hawaii business.			X
(10) Enhance the quality of Hawaii's labor force and develop and maintain career opportunities for Hawaii's people through the following actions:	X		
(A) Expand vocational training in diversified agriculture, aquaculture, information industry, and other areas where growth is desired and feasible.	X		
(B) Encourage more effective career counseling and guidance in high schools and post-secondary institutions to inform students of present and future career opportunities.			X
(C) Allocate educational resources to career areas where high employment is expected and where growth of new industries is desired.			X
(D) Promote career opportunities in all industries for Hawaii's people by encouraging firms doing business in the State to hire residents.	X		
(E) Promote greater public and private sector cooperation in determining industrial training needs and in developing relevant curricula and on- the-job training opportunities.	X		
(F) Provide retraining programs and other support services to assist entry of displaced workers into alternative employment.	X		
<b>(b) Priority guidelines to promote the economic health and quality of the visitor industry:</b>			
(1) Promote visitor satisfaction by fostering an environment which enhances the Aloha Spirit and minimizes inconveniences to Hawaii's residents and visitors.			X
(2) Encourage the development and maintenance of well-designed, adequately serviced hotels and resort destination areas which are sensitive to neighboring communities and activities and which provide for adequate shoreline setbacks and beach access.			X
(3) Support appropriate capital improvements to enhance the quality of existing resort destination areas and provide incentives to encourage investment in upgrading, repair, and maintenance of visitor facilities.			X
(4) Encourage visitor industry practices and activities which respect, preserve, and enhance Hawaii's significant natural, scenic, historic, and cultural resources.			X
(5) Develop and maintain career opportunities in the visitor industry for Hawaii's people, with emphasis on managerial positions.			X
(6) Support and coordinate tourism promotion abroad to enhance Hawaii's share of existing and potential visitor markets.			X
(7) Maintain and encourage a more favorable resort investment climate consistent with the objectives of this chapter.			X
(8) Support law enforcement activities that provide a safer environment for both visitors and residents alike.			X



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(9) Coordinate visitor industry activities and promotions to business visitors through the state network of advanced data communication techniques.			X
<b>(c) Priority guidelines to promote the continued viability of the sugar and pineapple industries:</b>			
(1) Provide adequate agricultural lands to support the economic viability of the sugar and pineapple industries.			X
(2) Continue efforts to maintain federal support to provide stable sugar prices high enough to allow profitable operations in Hawaii.			X
(3) Support research and development, as appropriate, to improve the quality and production of sugar and pineapple crops.			X
<b>(d) Priority guidelines to promote the growth and development of diversified agriculture and aquaculture:</b>			
(1) Identify, conserve, and protect agricultural and aquacultural lands of importance and initiate affirmative and comprehensive programs to promote economically productive agricultural and aquacultural uses of such lands.	X		
(2) Assist in providing adequate, reasonably priced water for agricultural activities.			X
(3) Encourage public and private investment to increase water supply and to improve transmission, storage, and irrigation facilities in support of diversified agriculture and aquaculture.			X
(4) Assist in the formation and operation of production and marketing associations and cooperatives to reduce production and marketing costs.			X
(5) Encourage and assist with the development of a waterborne and airborne freight and cargo system capable of meeting the needs of Hawaii's agricultural community.			X
(6) Seek favorable freight rates for Hawaii's agricultural products from interisland and overseas transportation operators.			X
(7) Encourage the development and expansion of agricultural and aquacultural activities which offer long-term economic growth potential and employment opportunities.	X		
(8) Continue the development of agricultural parks and other programs to assist small independent farmers in securing agricultural lands and loans.			X
(9) Require agricultural uses in agricultural subdivisions and closely monitor the uses in these subdivisions.			X
(10) Support the continuation of land currently in use for diversified agriculture.	X		
(11) Encourage residents and visitors to support Hawaii's farmers by purchasing locally grown food and food products.	X		
<b>(e) Priority guidelines for water use and development:</b>			
(1) Maintain and improve water conservation programs to reduce the overall water consumption rate.			X
(2) Encourage the improvement of irrigation technology and promote the use of nonpotable water for agricultural and landscaping purposes.			X
(3) Increase the support for research and development of economically feasible alternative water sources.			X
(4) Explore alternative funding sources and approaches to support future water development programs and water system improvements.			X
<b>(f) Priority guidelines for energy use and development:</b>			
(a) Encourage the development, demonstration, and commercialization of renewable energy sources.	X		

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(b) Initiate, maintain, and improve energy conservation programs aimed at reducing energy waste and increasing public awareness of the need to conserve energy.	X		
(c) Provide incentives to encourage the use of energy conserving technology in residential, industrial, and other buildings.			X
(d) Encourage the development and use of energy conserving and cost-efficient transportation systems.			X
<b>(g) Priority guidelines to promote the development of the information industry:</b>			
(1) Establish an information network that will serve as the catalyst for establishing a viable information industry in Hawaii.			X
(2) Encourage the development of services such as financial data processing, a products and services exchange, foreign language translations, telemarketing, teleconferencing, a twenty-four-hour international stock exchange, international banking, and a Pacific Rim management center.			X
(3) Encourage the development of small businesses in the information field such as software development, the development of new information systems and peripherals, data conversion and data entry services, and home or cottage services such as computer programming, secretarial, and accounting services.			X
(4) Encourage the development or expansion of educational and training opportunities for residents in the information and telecommunications fields.			X
(5) Encourage research activities, including legal research in the information and telecommunications fields.			X
(6) Support promotional activities to market Hawaii's information industry services.			X
(7) Encourage the location or co-location of telecommunication or wireless information relay facilities in the community, including public areas, where scientific evidence indicates that the public health safety, and welfare would not be adversely affected.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the vision for WE DO is to provide community-based job opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for the Waiohuli community.</b>			
<b>HRS § 226-104: Population growth and land resources priority guidelines.</b>			
<b>(a) Priority guidelines to effect desired statewide growth and distribution:</b>			
(1) Encourage planning and resource management to ensure that population growth rates throughout the State are consistent with available and planned resource capacities and reflect the needs and desires of Hawaii's people.			X
(2) Manage a growth rate for Hawaii's economy that will parallel future employment needs for Hawaii's people.			X
(3) Ensure that adequate support services and facilities are provided to accommodate the desired distribution of future growth throughout the State.	X		
(4) Encourage major state and federal investments and services to promote economic development and private investment to the neighbor islands, as appropriate.			X
(5) Explore the possibility of making available urban land, low-interest loans, and housing subsidies to encourage the provision of housing to support selective economic and population growth on the neighbor islands.			X

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(6) Seek federal funds and other funding sources outside the State for research, program development, and training to provide future employment opportunities on the neighbor islands.			X
(7) Support the development of high technology parks on the neighbor islands.			X
<b>(b) Priority guidelines for regional growth distribution and land resource utilization:</b>			
(1) Encourage urban growth primarily to existing urban areas where adequate public facilities are already available or can be provided with reasonable public expenditures, and away from areas where other important benefits are present, such as protection of important agricultural land or preservation of lifestyles.	X		
(2) Make available marginal or nonessential agricultural lands for appropriate urban uses while maintaining agricultural lands of importance in the agricultural district.			X
(3) Restrict development when drafting of water would result in exceeding the sustainable yield or in significantly diminishing the recharge capacity of any groundwater area.			X
(4) Encourage restriction of new urban development in areas where water is insufficient from any source for both agricultural and domestic use.			X
(5) In order to preserve green belts, give priority to state capital-improvement funds which encourage location of urban development within existing urban areas except where compelling public interest dictates development of a noncontiguous new urban core.			X
(6) Seek participation from the private sector for the cost of building infrastructure and utilities, and maintaining open spaces.			X
(7) Pursue rehabilitation of appropriate urban areas.			X
(8) Support the redevelopment of Kakaako into a viable residential, industrial, and commercial community.			X
(9) Direct future urban development away from critical environmental areas or impose mitigating measures so that negative impacts on the environment would be minimized.			X
(10) Identify critical environmental areas in Hawaii to include but not be limited to the following: watershed and recharge areas; wildlife habitats (on land and in the ocean); areas with endangered species of plants and wildlife; natural streams and water bodies; scenic and recreational shoreline resources; open space and natural areas; historic and cultural sites; areas particularly sensitive to reduction in water and air quality; and scenic resources.			X
(11) Identify all areas where priority should be given to preserving rural character and lifestyle.			X
(12) Utilize Hawaii's limited land resources wisely, providing adequate land to accommodate projected population and economic growth needs while ensuring the protection of the environment and the availability of the shoreline, conservation lands, and other limited resources for future generations.	X		
(13) Protect and enhance Hawaii's shoreline, open spaces, and scenic resources.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the WEDO project will support economic growth needs by providing space for economic opportunities and job training. The site has the potential for residential development on the Site in the future if desired by the Waiohuli community.</b>			
<b>HRS § 226-105: Crime and criminal justice.</b>			
Priority guidelines in the area of crime and criminal justice:			

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(1) Support law enforcement activities and other criminal justice efforts that are directed to provide a safer environment.			X
(2) Target state and local resources on efforts to reduce the incidence of violent crime and on programs relating to the apprehension and prosecution of repeat offenders.			X
(3) Support community and neighborhood program initiatives that enable residents to assist law enforcement agencies in preventing criminal activities.			X
(4) Reduce overcrowding or substandard conditions in correctional facilities through a comprehensive approach among all criminal justice agencies which may include sentencing law revisions and use of alternative sanctions other than incarceration for persons who pose no danger to their community.			X
(5) Provide a range of appropriate sanctions for juvenile offenders, including community-based programs and other alternative sanctions.			X
(6) Increase public and private efforts to assist witnesses and victims of crimes and to minimize the costs of victimization.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-106: Affordable housing.</b>			
Priority guidelines for the provision of affordable housing:			
(1) Seek to use marginal or nonessential agricultural land and public land to meet housing needs of low- and moderate-income and gap-group households.			X
(2) Encourage the use of alternative construction and development methods as a means of reducing production costs.			X
(3) Improve information and analysis relative to land availability and suitability for housing.			X
(4) Create incentives for development which would increase home ownership and rental opportunities for Hawaii's low- and moderate-income households, gap-group households, and residents with special needs.			X
(5) Encourage continued support for government or private housing programs that provide low interest mortgages to Hawaii's people for the purchase of initial owner-occupied housing.			X
(6) Encourage public and private sector cooperation in the development of rental housing alternatives.			X
(7) Encourage improved coordination between various agencies and levels of government to deal with housing policies and regulations.			X
(8) Give higher priority to the provision of quality housing that is affordable for Hawaii's residents and less priority to development of housing intended primarily for individuals outside of Hawaii.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-107: Quality education.</b>			
Priority guidelines to promote quality education:			
(1) Pursue effective programs which reflect the varied district, school, and student needs to strengthen basic skills achievement;			X
(2) Continue emphasis on general education "core" requirements to provide common background to students and essential support to other university programs;			X
(3) Initiate efforts to improve the quality of education by improving the capabilities of the education work force;			X
(4) Promote increased opportunities for greater autonomy and flexibility of educational institutions in their decision-making responsibilities;			X

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(5) Increase and improve the use of information technology in education by the availability of telecommunications equipment for:			X
(A) The electronic exchange of information;			X
(B) Statewide electronic mail; and			X
(C) Access to the Internet.			X
Encourage programs that increase the public's awareness and understanding of the impact of information technologies on our lives;			X
(6) Pursue the establishment of Hawaii's public and private universities and colleges as research and training centers of the Pacific;			X
(7) Develop resources and programs for early childhood education;			X
(8) Explore alternatives for funding and delivery of educational services to improve the overall quality of education; and			X
(9) Strengthen and expand educational programs and services for students with special needs.			X
<b>Discussion: N/A</b>			
<b>HRS § 226-108: Sustainability.</b>			
Priority guidelines and principles to promote sustainability shall include:			
(1) Encouraging balanced economic, social, community, and environmental priorities;	X		
(2) Encouraging planning that respects and promotes living within the natural resources and limits of the State;	X		
(3) Promoting a diversified and dynamic economy;	X		
(4) Encouraging respect for the host culture;	X		
(5) Promoting decisions based on meeting the needs of the present without compromising the needs of future generations;	X		
(6) Considering the principles of the ahupuaa system; and	X		
(7) Emphasizing that everyone, including individuals, families, communities, businesses, and government, has the responsibility for achieving a sustainable Hawaii.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as the WEDO project focuses on creating economic and environmental sustainability for the Waiohuli community.</b>			
<b>HRS § 226-109: Climate change adaptation priority guidelines.</b>			
Priority guidelines to prepare the State to address the impacts of climate change, including impacts to the areas of agriculture; conservation lands; coastal and nearshore marine areas; natural and cultural resources; education; energy; higher education; health; historic preservation; water resources; the built environment, such as housing, recreation, transportation; and the economy shall:			
(1) Ensure that Hawaii's people are educated, informed, and aware of the impacts climate change may have on their communities;			X
(2) Encourage community stewardship groups and local stakeholders to participate in planning and implementation of climate change policies;			X
(3) Invest in continued monitoring and research of Hawaii's climate and the impacts of climate change on the State;			X
(4) Consider native Hawaiian traditional knowledge and practices in planning for the impacts of climate change;	X		
(5) Encourage the preservation and restoration of natural landscape features, such as coral reefs, beaches and dunes, forests, streams, floodplains, and wetlands, that have the inherent capacity to avoid, minimize, or mitigate the impacts of climate change;	X		

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(6) Explore adaptation strategies that moderate harm or exploit beneficial opportunities in response to actual or expected climate change impacts to the natural and built environments;	X		
(7) Promote sector resilience in areas such as water, roads, airports, and public health, by encouraging the identification of climate change threats, assessment of potential consequences, and evaluation of adaptation options;	X		
(8) Foster cross-jurisdictional collaboration between county, state, and federal agencies and partnerships between government and private entities and other nongovernmental entities, including nonprofit entities;			X
(9) Use management and implementation approaches that encourage the continual collection, evaluation, and integration of new information and strategies into new and existing practices, policies, and plans; and			X
(10) Encourage planning and management of the natural and built environments that effectively integrate climate change policy.			X
<b>Discussion: The proposed project is supportive of the State’s goals as stated above, as the WEDO project aims to preserve the natural environment and sustainability.</b>			

#### 5.1.8 Hawaii State Environmental Policy, Chapter 344, HRS

The State Environmental Policy provides guidelines for agencies to create and maintain conditions under which humanity and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of the people of Hawaii. The environmental Guidelines (§344-4, HRS) suggest that insofar as practical, the development of programs consider: population; land, water, mineral, visual, air, and other natural resources; flora and fauna; parks, recreation, and open space; economic development; transportation; energy; community life and housing; education and culture; and, citizen participation. The Project’s consistency with the State Environmental Policy is outlined in the table below:

Table 5-3: Hawaii State Environmental Policy and Guidelines, Chapter 344-3 and 344-4, HRS

State Environmental Policy, Chapter 344, Hawaii Revised Statutes (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	S	N/S	N/A
<b>STATE ENVIRONMENTAL POLICY</b>			
<b>§344-3 Environmental policy.</b> It shall be the policy of the State, through its programs, authorities, and resources to:			
(1) Conserve the natural resources, so that land, water, mineral, visual, air and other natural resources are protected by controlling pollution, by preserving or augmenting natural resources, and by safeguarding the State’s unique natural environmental characteristics in a manner which will foster and promote the general welfare, create and maintain conditions under which humanity and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of the people of Hawaii.			X
(2) Enhance the quality of life by:			
(A) Setting population limits so that the interaction between the natural and artificial environments and the population is mutually beneficial;			X

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(B) Creating opportunities for the residents of Hawaii to improve their quality of life through diverse economic activities which are stable and in balance with the physical and social environments;			X
(C) Establishing communities which provide a sense of identity, wise use of land, efficient transportation, and aesthetic and social satisfaction in harmony with the natural environment which is uniquely Hawaiian; and	X		
(D) Establishing a commitment on the part of each person to protect and enhance Hawaii's environment and reduce the drain on nonrenewable resources.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it has been designed to preserve natural resources in the area, including buffer areas along the existing gulches and drainageways surrounding the Site. The Project includes proposed renewable energy sources to help reduce the drain on nonrenewable resources.</b>			
<b>GUIDELINES</b>			
<b>§344-4 Guidelines.</b> In pursuance of the state policy to conserve the natural resources and enhance the quality of life, all agencies, in the development of programs, shall, insofar as practicable, consider the following guidelines:			
(1) Population.			
(A) Recognize population impact as a major factor in environmental degradation and adopt guidelines to alleviate this impact and minimize future degradation;	X		
(B) Recognize optimum population levels for counties and districts within the State, keeping in mind that these will change with technology and circumstance, and adopt guidelines to limit population to the levels determined.			X
<b>Discussion: The Project has been designed to mitigate environmental degradation by preserving natural drainageways and the inclusion on natural buffer areas.</b>			
(2) Land, water, mineral, visual, air, and other natural resources.			
(A) Encourage management practices which conserve and fully utilize all natural resources;	X		
(B) Promote irrigation and waste water management practices which conserve and fully utilize vital water resources;			X
(C) Promote the recycling of waste water;			X
(D) Encourage management practices which conserve and protect watersheds and water sources, forest, and open space areas;	X		
(E) Establish and maintain natural area preserves, wildlife preserves, forest reserves, marine preserves, and unique ecological preserves;	X		
(F) Maintain an integrated system of state land use planning which coordinates the state and county general plans;			X
(G) Promote the optimal use of solid wastes through programs of waste prevention, energy resource recovery, and recycling so that all our wastes become utilized.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it is anticipated to include water conservation measures in the design, including landscaping that incorporates drought-tolerant native plants and other water efficient landscape design techniques. The Project also includes protection of the watersheds and natural drainageways by maintaining natural buffer areas and the anticipated preservation of the wiliwili forest identified through consultation with the biological consultant.</b>			

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<b>State Environmental Policy, Chapter 344, Hawaii Revised Statutes</b> (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	S	N/S	N/A
(3) Flora and fauna.			
(A) Protect endangered species of indigenous plants and animals and introduce new plants or animals only upon assurance of negligible ecological hazard; and	X		
(B) Foster the planting of native as well as other trees, shrubs, and flowering plants compatible to the enhancement of our environment.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it includes an anticipated preserve for the wiliwili forest identified through consultation with the biological consultant. The anticipated landscaping throughout the Site will incorporate drought-tolerant native plants.</b>			
(4) Parks, recreation, and open space.			
(A) Establish, preserve and maintain scenic, historic, cultural, park and recreation areas, including the shorelines, for public recreational, educational, and scientific uses;	X		
(B) Protect the shorelines of the State from encroachment of artificial improvements, structures, and activities; and			X
(C) Promote open space in view of its natural beauty not only as a natural resource but as an ennobling, living environment for its people.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it includes recreational spaces with walking paths and green space along the natural buffer area surrounding the Site. The proposed greenway trails will also connect to the proposed trailhead at the western end of the Site where a small one-acre park is proposed.</b>			
(5) Economic development.			
(A) Encourage industries in Hawaii which would be in harmony with our environment;	X		
(B) Promote and foster the agricultural industry of the State; and preserve and conserve productive agricultural lands;	X		
(C) Encourage federal activities in Hawaii to protect the environment;			X
(D) Encourage all industries including the fishing, aquaculture, oceanography, recreation, and forest products industries to protect the environment;			X
(E) Establish visitor destination areas with planning controls which shall include but not be limited to the number of rooms;			X
(F) Promote and foster the aquaculture industry of the State; and preserve and conserve productive aquacultural lands.			X
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it includes community-based economic opportunities for agricultural cultivation rooted in indigenous knowledge and traditional Hawaiian farming and renewable energy that promotes long-term economic sustainability.</b>			
(6) Transportation.			
(A) Encourage transportation systems in harmony with the lifestyle of the people and environment of the State;			X
(B) Adopt guidelines to alleviate environmental degradation caused by motor vehicles;			X
(C) Encourage public and private vehicles and transportation systems to conserve energy, reduce pollution emission, including noise, and provide safe and convenient accommodations for their users.			X
<b>Discussion: N/A</b>			
(7) Energy.			
(A) Encourage the efficient use of energy resources.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it includes renewable energy that promotes localized sustainability.</b>			



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<b>State Environmental Policy, Chapter 344, Hawaii Revised Statutes</b> (Key: S = Supportive, N/S = Not Supportive, N/A = Not Applicable)	S	N/S	N/A
(8) Community life and housing.			
(A) Foster lifestyles compatible with the environment; preserve the variety of lifestyles traditional to Hawaii through the design and maintenance of neighborhoods which reflect the culture and mores of the community;	X		
(B) Develop communities which provide a sense of identity and social satisfaction in harmony with the environment and provide internal opportunities for shopping, employment, education, and recreation;	X		
(C) Encourage the reduction of environmental pollution which may degrade a community;			X
(D) Foster safe, sanitary, and decent homes;			X
(E) Recognize community appearances as major economic and aesthetic assets of the counties and the State; encourage green belts, plantings, and landscape plans and designs in urban areas; and preserve and promote mountain-to-ocean vistas.	X		
<b>Discussion: The proposed project is supportive of the State's goals as stated above, as it will promotes a cohesive community compatible with the environment and surrounding area.</b>			
(9) Education and culture.			
(A) Foster culture and the arts and promote their linkage to the enhancement of the environment;			X
(B) Encourage both formal and informal environmental education to all age groups.			X
<b>Discussion: N/A</b>			
(10) Citizen participation.			
(A) Encourage all individuals in the State to adopt a moral ethic to respect the natural environment; to reduce waste and excessive consumption; and to fulfill the responsibility as trustees of the environment for the present and succeeding generations; and			X
(B) Provide for expanding citizen participation in the decision making process so it continually embraces more citizens and more issues.			X
<b>Discussion: N/A</b>			

## 5.2 MAUI COUNTY

County-specific land use plans and ordinances pertaining to the Project include the General Plan and the zoning code. DHHL maintains land use authority over the lands they own and steward. These lands are subject to DHHL land use designations. The Maui County land use program is discussed here for reference.

### 5.2.1 Maui Island Plan

The County of Maui's of Maui Island Plan(MIP) is the policy document for the long-range comprehensive development of the Island of Maui that indicates urban and rural growth areas where development is intended and will be supported. Among the purposes of the MIP are to guide the pattern of development in County of Maui and the direction for future growth, the economy, and social and environmental decisions on the island through 2030. The MIP

## Waiohuli Economic Development Opportunities

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undergoes a comprehensive review periodically, with the last plan being completed and adopted in 2012.

#### **5.2.2 Maui County Zoning**

The County zoning code (MCC Chapter 19) regulates the type and intensity of uses in the State Land Use Agricultural District and can specify in more detail the permissible uses and intensity in the State Land Use Agricultural District consistent with the State Land Use law (HRS Chapter 205). The Project Site is zoned Agriculture District (AG) (see Figure 7).

### **5.3 APPROVALS AND PERMITS**

A listing of anticipated State and County permits and approvals required for the Proposed Project is presented below.

Table 5-4: Anticipated Approvals and Permits

<b>Permit/Approval</b>	<b>Responsible Agency</b>
Land Use Designation Updates	DHHL
Grading/Building Permits	County Department of Public Works
HRS Chapter 6E Historic Preservation Review	State Historic Preservation Division
HRS Chapter 195D	Department of Natural Resources Division of Forestry and Wildlife (DOFAW); Division of Aquatic Resources (DAR)
National Pollutant Discharge Elimination System (NPDES) Permit	State Department of Health
Noise Permit	State Department of Health
Noise Variance	State Department of Health
Disability and Communication Access Board (DCAB) Document Review (ADA Compliance)	State Department of Health

## **6 ALTERNATIVES**

This section identifies and analyzes reasonable alternatives that could attain the objectives of the proposed action.

### **6.1 ALTERNATIVE #1: WE DO (PREFERRED ALTERNATIVE)**

The preferred alternative is the development scenario that combines development and construction with community-based job opportunities derived from development of infrastructure, agricultural cultivation, renewable energy, and water source development to create long-term economic sustainability for the community in which it is located. The preferred alternative is described in section 2.3 and includes: community training facilities, infrastructure training and implementation sites, agricultural training sites, renewable energy training and implementation sites, opportunities for water resource development and distribution, and opportunities for community conservation. has been described in detail throughout this Environmental Assessment. It has been selected because it will serve to not only provide housing for DHHL Beneficiaries, but also provide economic development opportunities and capacity building to the community.

### **6.2 ALTERNATIVE #2: DHHL MAUI ISLAND PLAN LAND USES FOR PROJECT SITE**

Two alternative development scenarios were presented in the 2004 Maui Island Plan. Both alternatives included a mix of low density residential, community use areas, and subsistence and general agriculture, consistent with DHHL Land Use Designations at the time. The primary difference between the two alternatives in the Maui Island Plan was the lot size for low-density residential housing set at either a one-half acre (Maui Island Plan Alternative 1) or an acre (Maui Island Plan Alternative 2). The larger lot sizes in Maui Island Plan Alternative 2, expanded the residential development area and reduced the area available for agriculture.

The development scenarios put forth in the Maui Island Plan have become outdated as DHHL has moved toward land uses that increase density with recent changes to Administrative Rules permitting rental and multifamily housing and aligning land uses identified in the 2022 General Plan Update. The two scenarios presented in the Maui Island Plan do not advance the potential for long-term local economic development and capacity building that the preferred alternative does. It may be possible under a strictly residential development plan to hire local contractors with local employees to construct housing, but these jobs will move naturally to new locations as the Project Site is built out. A development scheme that does not involve some service or commercial activity and no business start up or training spaces will offer no long-term employment opportunities, no long-term mentoring opportunities, and no long-term opportunities for business incubation.

### **6.3 ALTERNATIVE #3: NO ACTION**

This alternative involves making no land use changes to the Project Site. The purpose of this project to provide short- and long-term economic opportunities for the Waiohuli community to foster self-sufficiency and potential future use for community development would therefore be unmet. The land would remain vacant.

## **7 FINDINGS AND ANTICIPATED DETERMINATION**

To determine whether development of the Proposed Project could be expected to have a significant impact on the physical and human environment, all alternatives and expected consequences of the Proposed Project have been evaluated, including potential primary, secondary, short-range, long-range, and cumulative impacts. Based on this evaluation, the HDOT anticipates issuing a FONSI. The supporting rationale for this finding is presented in this chapter.

### **7.1 SIGNIFICANCE CRITERIA**

Based upon the previous information presented in this document the proposed permitting and construction of the Project will likely have no significant environmental impacts. This determination is based upon the 13 Significance Criteria outlined in Chapter 343, HRS, as amended and Title 11 Chapter 200.1-13 HAR 1996, discussed below.

*(1) Involves an irrevocable commitment of any natural, cultural, or historical resource;*

**Discussion:** The project does not irrevocably commit any natural, cultural, or historic resources. A consultative process and evaluation of historic and cultural resources was conducted to evaluate potential impacts and is still ongoing to ensure the proposed design elements will preserve historic resources. Any potential adverse impacts to the lands and/or historic resources with the Project Site will be mitigated as appropriate through the HRS 6E-8 (Historic Preservation) process in continued consultation with SHPD.

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

**Discussion:** The proposed project does not significantly curtail beneficial uses of the environment. The proposed land uses have been designed to preserve natural drainageways within the existing gulches with green spaces to create a natural buffer along the boundary of the Project Site.

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

**Discussion:** Compliance with Chapter 344, HRS is documented at length in Chapter 5.1.5 of this document. The investment in infrastructure improvements is intended to support the Waiohuli community by creating economic opportunities and fostering self-sufficiency.

*(4) Substantially affects the economic or social welfare or cultural practices of the community or State;*

**Discussion:** The proposed project is directly supportive of the economy and social welfare. The main propose and goals are to provide short- and long-term economic opportunities that will foster greater self-sufficiency for the people of upcountry Maui through capacity building and

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jobs homegrown at the by creating will make the community a more vibrant area for commerce, cultural practices, and recreational uses in the surrounding area.

(5) *Substantially affects public health;*

**Discussion:** Under the potential full buildout scenario, the proposed would offer social services and health services with the Project Site for the local community that they would otherwise need to seek elsewhere. As a result, the Waiohuli community members will not need to travel to other parts of the island to seek these services.

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

**Discussion:** Secondary impacts are expected to be beneficial as the potential full buildout scenario will provide additional housing to serve the Native Hawaiian community. This will have a marginal impact on the population of Upcountry Maui.

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

**Discussion:** Environmental quality will not be degraded by the project. Beneficial environmental impacts of the proposed land uses have been designed to maintain natural drainageways and preserve the natural environment. Impacts from construction are temporary and mitigatable with best management practices.

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

**Discussion:** Individually and cumulatively, this project is not expected to have a considerable impact on the environment as discussed throughout this document. The land uses on the Project Site have been designed to preserve the natural drainageways along the gulches forming the boundary of the property. Secondary beneficial impacts will be provided through the proposed solar farm. By developing renewable energy sources to serve the community, the project will contribute to broader goals of mitigating environmental impacts caused by fossil fuel based energy generation.

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

**Discussion:** The Project Site does not contain habitat for threatened or endangered species. Recommended best practices for avoidance of impacts to avian species and the Hawaiian hoary bat will be incorporated into the project.

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

**Discussion:** The project is expected to have secondary beneficial impacts to air quality by providing renewable energy sources to serve the community. There may be short-term direct and indirect impacts related to air quality that could potentially occur during construction.

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However, these construction-related impacts will be minimized and confined to the immediate vicinity of the site and BMPs will be implemented to limit localized impacts.

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

**Discussion:** Due to the location of the Project Site far from any coastal areas, there are no direct potential impacts expected related to climate change, such as sea level rise and coastal erosion. The proposed project has included some sustainable design that takes into consideration the projected increase in flood frequency from extreme rain events by preserving natural drainageways along the gulches.

*(12) Substantially affects scenic vistas and view planes, during day or night, identified in County or State plans or studies; or,*

**Discussion:** The impact on scenic vistas and view planes after completion of the project are considered to be marginal. The Project Site comprises a gradual slope from east to west and the impact on visual planes from surrounding land uses will be minimal as most of the surrounding area is comprised of vacant land.

*(13) Requires substantial energy consumption or emits substantial greenhouse gases.*

**Discussion:** The proposed project includes development of renewable energy sources from a solar farm which will contribute toward County goals for reducing fossil fuel energy consumption and carbon production.

## 7.2 ANTICIPATED DETERMINATION

On the basis of impacts and mitigation measures examined in this document and analyzed under the above criteria, it is determined that the Project will not have a significant effect on the physical or human environments. HDOT anticipates a FONSI, pursuant to Chapter 343, HRS and Title 11, Chapter 200.1, HAR.

## 8 CONSULTATION

### 8.1 EARLY CONSULTATION

A pre-assessment consultation was conducted from December 2023 through August 2024 prior to preparation of the Draft EA. The purpose of the pre-assessment consultation was to consult with agencies, organizations and individuals with technical expertise, or an interest that might be affected by the proposed Project. This process is part of the scoping process for the Draft EA. Comments and input received during this period were used to identify environmental issues and concerns to be addressed in the Draft EA, which in turn will undergo a 30-day public comment period.

The following agencies, organizations, and individuals were sent pre-assessment consultation letters. Those that provided written comments (either by hardcopy or email) are highlighted in **bold** and *italics*. Copies of the written comments and responses are reproduced in Appendix H.

#### 8.1.1 State of Hawai'i

- Department of Agriculture
- ***Department of Accounting and General Services***
- Department of Business, Economic Development & Tourism
- DBEDT - Hawai'i State Energy Office / Strategic Industries Division
- ***DBEDT - Land Use Commission***
- ***DBEDT - Office of Planning & Sustainable Development***
- ***Department of Defense - Engineering Office***
- ***Department of Education***
- Department of Health
- Department of Health, Environmental Health Administration
- ***Department of Health - Clean Air Branch***
- Department of Health - Clean Water Branch
- Department of Health - Environmental Management Division
- Department of Health - Wastewater Branch
- Department of Health - Safe Drinking Water Branch
- ***Department of Health - Solid & Hazardous Waste Branch***
- Department of Health - Hazard Evaluation & Emergency Response Office
- Department of Health - Environmental Health Services Division
- Department of Health - Indoor and Radiological Health Branch
- Department of Health - Sanitation Branch
- ***Department of Health - Maui District Health Program Office***
- Department of Health Public Health Nursing
- ***Department of Human Services***
- Department of Labor and Industrial Relations
- Department of Land and Natural Resources



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- DLNR - State Historic Preservation Division
- DLNR - Land Division
- DLNR Commission on Water Resource Management
- DLNR Division of Aquatic Resources
- DLNR Division of Boating & Ocean Recreation
- **DLNR DOFAW**
- DLNR DOFAW Na Ala Hele
- **DLNR Engineering Division**
- DLNR Office of Conservation & Coastal Lands
- **Department of Public Safety**
- **Department of Transportation**
- Department of Transportation, Airports Division - Engineering Branch
- Department of Transportation - Harbors
- Department of Transportation - Highways
- Department of Transportation, Highways Division, Planning Branch
- Department of Transportation, Statewide Transportation Planning Office
- Department of Transportation – Airports, Maui District
- Department of Transportation - Highways, Maui District
- Hawai'i Housing Finance and Development Corporation
- Hawai'i Public Housing Authority
- Hawai'i Tourism Authority
- Hawai'i State Judiciary
- Office of Hawaiian Affairs

#### **8.1.2 Maui County**

- Department of Environmental Management
- **Department of Housing and Human Concerns**
- Department of Management
- **Department of Parks and Recreation**
- Department of Planning
- Department of Public Works
- Department of Transportation
- **Department of Water Supply**
- Maui Planning Commission
- **Fire Department**
- **Police Department**
- Maui Metropolitan Planning Organization
- Maui Redevelopment Agency

#### **8.1.3 Elected Officials**

- Mayor Richard Bissen

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- State Senator Lynn DeCoite
- State Representative Kyle Yamashita
- Council Member Yuki Lei Sugimura

#### **8.1.4 Community Groups and Neighboring Properties**

- Maui Tomorrow Foundation, Inc.
- Maui Historical Society
- Aha Moku o Maui Inc.
- Wailuku Community Association
- Hawai'i Wildfire Management Organization
- Maui Cultural Lands, Inc.
- Maui Native Hawaiian Chamber of Commerce
- Council for Native Hawaiian Advancement
- Native Hawaiian Legal Corporation
- Kamehameha Schools Maui Campus
- Ka 'Ohana O Kahikinui Inc.
- Kēōkea Homestead Farms Lots Association
- Waiohuli Hawaiian Homesteaders Association, Inc.
- Pa'upena Community Development Corporation

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STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

October 21 & 22, 2024

To: Chairman and Members, Hawaiian Homes Commission

From: Julie Cachola, Planner  
Planning Office

Subject: For Information Only — Draft Administrative Rules Relating  
to Lineal Descendants

RECOMMENDED MOTION/ACTION:

This submittal will be distributed under separate cover.

Hawaiian Homes Commission Meeting Packet  
October 21 & 22, 2024  
Grand Naniloa Hotel, Sandalwood Ballroom, Hilo,  
Hawaii

# J ITEMS

Hawaiian Homes Commission  
J Agenda Requests to Address the Commission  
October 22, 2024

- J-1 Jojo Tanimoto – Kawaihae Concerns
- J-2 Dell Otsuka - Ka'ū Leases and Liability
- J-3 Dean Kaniho – Ka'ū Leases and Liability
- J-4 Lauae Kekahuna- Maku'u Farmers Association
- J-5 Emily Naeole – Maku'u Farmers Association
- J-6 Kauai Almeida – Pana'ewa Hawaiian Home Lands Community Association
- J-7 Pat Kahawaiolaa -Keaukaha Concerns
- J-8 Candice Fargas - Ka'ū Lease Concerns
- J-9 Bill Brown – Pana'ewa Community Alliance
- J-10 Ainaaloha Ioane – MAHA (Malama ka Aina Hana ka Aina)
- J-11 Bo Kahui – La'i'Ōpua Community Development Corporation
- J-12 John M. Rickel – Kanehili Community Association
- J-13 Michelei Tancayo – Leiali'i SDU Approval
- J-14 Sierra Nakea Enos – Lease Cancellation
- J-15 Bushrod Meyers – Various Concerns
- J-16 Kahaunani Mahoe Theone & Chanel Josiah – Hawai'i Community Lending
- J-17 Liliana Napoleon – Nā'iwa Homestead Association
- J-18 Walter Ritte – Molokai Concerns
- J-19 Kekoa Enomoto – Pa'upena Community Development Corporation
- J-20 Blossom Feiteira – Act 279 Projects
- J-21 De Mont Manaole -Indigent Beneficiaries





**From:** [Tolentino, Kristina M](#)  
**To:** [Dell Otsuka](#)  
**Cc:** [Burrows-Nuuuanu, Leatrice W](#)  
**Subject:** Commission Secretary Contact  
**Date:** Tuesday, August 13, 2024 10:58:45 AM  
**Attachments:** [image001.png](#)

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Hi Dell,

Im so sorry I just heard your voicemail about sending you the commission contact information again to be on the agenda. Here you go.

Leah Burrows-Nunuanu  
(808) 730-0158  
[leatrice.w.burrows-nuuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuuanu@hawaii.gov)

*Sincerely,*

*Kristina Tolentino*

Homestead Assistant II  
Dept. Of Hawaiian Home Lands  
East Hawaii Division Office  
160 Baker Avenue  
Hilo, HI 96720  
P: (808) 974-4252  
F: (808) 974-4355  
Email: [Kristina.M.Tolentino@hawaii.gov](mailto:Kristina.M.Tolentino@hawaii.gov)



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**From:** [Makaila, Lilliane K](mailto:Lilliane.K.Makaila@hawaii.gov)  
**To:** [Burrows-Nuuanu, Leatrice W](mailto:Leatrice.W.Burrows-Nuuanu@hawaii.gov)  
**Subject:** RE: J Agenda  
**Date:** Friday, October 4, 2024 11:19:32 AM  
**Attachments:** [image002.png](#)

---

Mahalo Leah! Please add to the J-Agenda:

Dean Kaniho – Ka'ū leases and liability

You're the best!!!

~Lillie



Planner  
DHHL Planning Office  
(808) 620-9484

---

**From:** Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)>  
**Sent:** Friday, October 4, 2024 10:15 AM  
**To:** Makaila, Lilliane K <[lilliane.k.makaila@hawaii.gov](mailto:lilliane.k.makaila@hawaii.gov)>  
**Subject:** RE: J Agenda

Aloha e Lillie,

Mahalo nui! Please forward their names. I will list them on the J Agenda.

Happy Friday,



Leah Burrows-Nuuanu  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, HI 96707  
Phone: 808 730 0158  
Email: [Leatrice.W.Burrows-Nuuanu@hawaii.gov](mailto:Leatrice.W.Burrows-Nuuanu@hawaii.gov)

---

**From:** Makaila, Lilliane K <[lilliane.k.makaila@hawaii.gov](mailto:lilliane.k.makaila@hawaii.gov)>  
**Sent:** Wednesday, October 2, 2024 6:47 PM  
**To:** Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)>  
**Subject:** J Agenda

Aloha Leah,

I had a phone call from a couple of our Ka'ū beneficiaries and they had had some trouble yesterday figuring out how to get on the J Agenda for this months meeting. I wanted to check with you to see if we could add them to the J Agenda still? Please let me know if that's still possible!



From: Maku'u Farmers Association  
To: Burrows-Nuuanu, Leatrice W  
Cc: Leila Kealoha; 'O Maku'u ke Kahua CC  
Subject: Re: [EXTERNAL] Re: May 21, 2024 - J Agenda Confirmation  
Date: Wednesday, July 31, 2024 6:31:05 AM  
Attachments: image005.png  
image007.png

Aloha Leatrice  
I am just circling back about the October Commission meeting to ensure that MFHHA will be placed on the agenda.  
Mahalo  
Leila

On Tue, May 7, 2024 at 9:29 AM Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

Aloha e Leila,

Mahalo for letting us know. Yes, I'll add you to the October J Agenda. Can you do me a favor and remind me when we get closer? Just to confirm.

Mahalo, Leah



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](mailto:Leatrice.W.Burrows-Nuuanu@hawaii.gov)

**From:** Leila Kealoha <[kealohaainallc@gmail.com](mailto:kealohaainallc@gmail.com)>  
**Sent:** Tuesday, May 07, 2024 9:26 AM  
**To:** Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)>  
**Cc:** Maku'u Farmers Association <[makuufarmersassociation@gmail.com](mailto:makuufarmersassociation@gmail.com)>; 'O Maku'u ke Kahua CC <[omakuukekahuacc@gmail.com](mailto:omakuukekahuacc@gmail.com)>  
**Subject:** [EXTERNAL] Re: May 21, 2024 - J Agenda Confirmation

Aloha Leatrice,

I have a prior engagement on May 21. Can we get on the agenda for Hilo in October? If needed we will request for an earlier month.

Mahalo

Leila

On Mon, May 6, 2024 at 10:44 AM Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

Aloha e Leila,

Mahalo for your email. Unfortunately, only the Chairman lists action items which are prepared by DHHL staff and vetted by the attorney general's office (limiting liability to DHHL and the trust).

I have you listed on the J Agenda for May 21, 2024. Agendas will be filed and forwarded on Tuesday, May 14, 2024. Please forward any written testimony for the meeting packets by Monday, May 13, 2024.

Mahalo, Leah

**From:** Maku'u Farmers Association <[makuufarmersassociation@gmail.com](mailto:makuufarmersassociation@gmail.com)>  
**Sent:** Wednesday, May 1, 2024 7:34 AM  
**To:** 'O Maku'u ke Kahua CC <[omakuukekahuacc@gmail.com](mailto:omakuukekahuacc@gmail.com)>  
**Cc:** Akana, Kip B <[kip.b.akana@hawaii.gov](mailto:kip.b.akana@hawaii.gov)>; Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)>; Fronda, R. Kalani <[roderick.k.fronda@hawaii.gov](mailto:roderick.k.fronda@hawaii.gov)>; Hoke, David <[david.j.hoke@hawaii.gov](mailto:david.j.hoke@hawaii.gov)>; Leila Kealoha <[kealohaainallc@gmail.com](mailto:kealohaainallc@gmail.com)>  
**Subject:** Re: [EXTERNAL] Re: Maku'u Farmers Hawaiian Homesteads

Aloha Kākou

Mahalo Laua'e for sharing this information. I have ccd Leatrice on this email as we are asking to be placed on the agenda for the October commission meeting and not the "J" agenda please. These issues have gone on long enough! We will be speaking about the long-standing issues within our homesteads.

Malama Pono

Leila Kealoha



After we left Maes lot to meet the cops at Cubas lot. The machete girl was spotted on the main highway going toward pahoia town. Cops took a look around the property and left after supporting conversations.

Tuesday 4/30/24 As I am making my way to take my daughter to school there these two vans trying to take up residency on the road. fronting Mae Jeweks property. Cops were called and came to meet me at this residence at 7:48am. Officer then approached violet and these vans.



Soon after around 8:04am. the same two vans relocated to Cubas lot as seen in the pic below.



In all we would like to help assist in any way possible for this squatter to be permanently removed from the property. We understand that we need to await the process however we are willing to gather any data needed to support this effort of removal.

Mahalo nui,

Lauae



**From:** Leila Kealoha  
**To:** Burrows-Nuuanu, Leatrice W  
**Cc:** Maku'u Farmers Association; 'O Maku'u ke Kahua CC  
**Subject:** Re: [EXTERNAL] Re: May 21, 2024 - J Agenda Confirmation  
**Date:** Tuesday, October 1, 2024 9:49:04 AM  
**Attachments:** [image001.png](#)  
[image005.png](#)

Aloha Leatrice,  
Can you also please put Auntie Emily Naeole on the agenda right before or after me please. Also, Laua'e will be sharing with me as well. We will get the packets for the commissioners out to you folks by the 14th.  
Mahalo  
Leila

On Sat, Sep 28, 2024 at 5:55 PM Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)> wrote:

Aloha e Leila,

Mahalo for your email. You are confirmed for the October HHC meeting's J Agenda on Tuesday, October 22, 2024. The agenda will be filed on October 15, and emailed to you later that evening. If you have anything for the Commission packets, please email it to me by Monday, October 14.

Mahalo, Leah

---

**From:** Maku'u Farmers Association <[makuufarmersassociation@gmail.com](mailto:makuufarmersassociation@gmail.com)>  
**Sent:** Saturday, September 28, 2024 9:12 AM  
**To:** Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)>  
**Cc:** Leila Kealoha <[kealohaainallc@gmail.com](mailto:kealohaainallc@gmail.com)>; 'O Maku'u ke Kahua CC <[omakuukekahuacc@gmail.com](mailto:omakuukekahuacc@gmail.com)>  
**Subject:** Re: [EXTERNAL] Re: May 21, 2024 - J Agenda Confirmation

Aloha Leatrice

Can you please confirm we are on the regular agenda to address Maku'u Homesteads.

Mahalo

Leila

On Wed, Jul 31, 2024 at 6:30 AM Maku'u Farmers Association <[makuufarmersassociation@gmail.com](mailto:makuufarmersassociation@gmail.com)> wrote:

Aloha Leatrice

I am just circling back about the October Commission meeting to ensure that MFHHA will be placed on the agenda.

Mahalo

Leila

On Tue, May 7, 2024 at 9:29 AM Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)> wrote:

Aloha e Leila,

Mahalo for letting us know. Yes, I'll add you to the October J Agenda. Can you do me a favor and remind me when we get closer? Just to confirm.

Mahalo, Leah



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](mailto:Leatrice.W.Burrows-Nuuanu@hawaii.gov)

---

**From:** Leila Kealoha <[kealohaainallc@gmail.com](mailto:kealohaainallc@gmail.com)>  
**Sent:** Tuesday, May 07, 2024 9:26 AM  
**To:** Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)>  
**Cc:** Maku'u Farmers Association <[makuufarmersassociation@gmail.com](mailto:makuufarmersassociation@gmail.com)>; 'O Maku'u ke Kahua CC <[omakuukekahuacc@gmail.com](mailto:omakuukekahuacc@gmail.com)>  
**Subject:** [EXTERNAL] Re: May 21, 2024 - J Agenda Confirmation

Aloha Leatrice,

I have a prior engagement on May 21. Can we get on the agenda for Hilo in October? If needed we will request for an earlier month.

Mahalo

Leila



9/23/24

Garry and Candice Kaawa  
PO Box 755  
Naalehu, HI. 96772

Bryan Jeremiah  
Representative, Department of Hawaiian Home Lands  
160 Baker Avenue  
Hilo, HI 96720

Commission Members  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

Dear Mr. Jeremiah and Commission Members,

I am writing to bring to your attention an urgent and ongoing issue concerning my family's lease and the challenges we are facing with Native Hawaiian General Services (NHGS) and its representative, Jackie Kalua'u. This situation has escalated, affecting not only my family but several other families within the Ka'u community, and it is critical that the Department of Hawaiian Home Lands (DHHL) intervenes.

At the start of this agreement, NHGS, under the leadership of Jackie Kalua'u, was acquiring thousands of acres from DHHL – initially around 5000 acres. However, DHHL determined that such a large amount of land was too much for one individual or entity to manage. As a result, to secure the lease, Kalua'u was required to involve the Ka'u families. Fifteen families, including ours entered into this venture with NHGS. Over the past 20 years, we have worked hard to uphold our part of the agreement, helping with land management and ensuring that the land is properly cared for. At that time, the lease agreement, under the help of Linda Chin and later Kahana, of DHHL a key component of this agreement was the commitment from NHGS to support the Ka'u ranchers and families, includes putting them on the land.

Our family has leased a 263-acre parcel as part of this agreement. In exchange for the lease, NHGS was supposed to provide infrastructure support, such as installing three 10,000 gallon water tanks. However, only one of water tanks is being operational, another one of those tanks are in our 263 acres, we have asked to replace the liner so we can get the tank back up and going, but Kalua'u told us no he will be removing the tank off of our lease land.

Over the years, we, along with several other families, have faced repeated challenges and conflicts and accusations with Jackie Kalua'u. These issues have escalated, with Kalua'u

forcing multiple families off the land without proper notice or cause. Recently Christine Beck was removed under questionable circumstances, and now it is happening to us. Despite paying my lease until October, we have been given 30 days to vacate the property via text message, which is unreasonable.

Despite these efforts, we have experienced numerous problems with Jackie Kalua'u's management with DDHL. One of the most pressing issues is his control over the water supply. Kalua'u has repeatedly shut off the water when a bill is late by just a few days, leaving our animals and land to suffer. Even though the water may be paid just days after the due date, we often have to wait until Kalua'u returns from Kona to unlock the water meter, during which time we are forced to haul water ourselves to sustain the animals. This practice is punitive and does not consider the well-being of the animals, which are the ones truly affected.

The pattern of harassment is unacceptable. Jackie Kalua'u has repeatedly accused my family of stealing his cattle without evidence of any sort. We have been ranching responsibly for years, and despite the challenges, we have always acted in good faith and tried to maintain an open line of communication. We have text message records showing these accusations. On several occasions, Kalua'u has entered our property and removed cattle with permission out of good faith him stating that those were his cows or his nephews cows.

Furthermore, overtime, our lease costs have dramatically increased—if not doubled, then likely tripled. Despite these rising costs, our family has continued to contribute to the lands management. When fire breaks out in the area, my family mobilizes, brings in bikes, shovels, manpower, to fight alongside the fire department. We also bring in bulldozers, and we do not charge for this service. We do it for our commitment to our Ka'u family ranchers and to ensure the safety of the land, the animals, and the community.

Unfortunately, the situation with Jackie Kalua'u has worsened over time. His management of NHGS has become increasingly problematic. He fails to hold regular meetings with us, keeps us in the dark about the structure and members of NHGS's board, and continues to threaten and harass families involved. He has also made unfounded accusations about cattle theft, despite the fact that we have always acted responsibly and have no need to take anyone else's livestock. These accusations are not only false but have created unnecessary tension and stress for our family.

We need DDHL to step in and address these issues. NHGS claims to be a non profit, yet its actions suggest otherwise. Kalua'u's mismanagement and his treatment of the Ka'u families have caused significant harm and without intervention, more families will be displaced, and the land will suffer. Our family along with others has contributed to the maintenance and protection of this land for nearly two decades. We need transparency, accountability, and a solution that protects the rights of the families who are truly invested in the stewardship of the land. Kalua'u has stated and I quote, "NHGS didn't sign up for

Hobby ranching 20 years ago. They were full time ranchers on the wait list. For Hobby ranchers, you know who you are, you have 30 days to remove yourself and take all your belongings. Several Hobby ranchers since been evicted. My observation of a Hobby Rancher: a) Minimum acreage 5 to 15 and no large acreage cause, they cant manage. b) doesn't care about there neighbors. c) don't check their water. D) doesn't care if their water spills over e) don't fix fence and in general just doesn't care. Fulltime ranchers do care cause its there passion."

Who is NHGS to judge what kind of rancher is suppose to be on the land? There are not much fulltime ranchers out there unless it is a business for you. It is not a business for us we have jobs and families YES, but it is a life style. Does life get ahead of us sometimes,? YES. But we have good communication with our neighbors who have become Ohana. And at that point we work together.

Additionally, during the pandemic, we used our resources to slaughter cattle and donate meat to the Ka'u community through the Hope Diamond Ministries, which provides meals to local families. This was done out of a sense of duty and care for our people, NOT FOR PROFIT. As we continue to move forward with our life style and us losing this land we will have to give up a lot of our cattle for we do not have the means to keep them all. But as that point who suffers off of this mis management of the land, the animals and the families that we continue to help.

We respectfully request DHHL to conduct a thorough investigation into these matters and a solution that ensures the rights and well-being of the Ka'u families are protected. We are not the first family to experience this mistreatment and without intervention, we will not be the last.

Thank you for your time and consideration. We look forward to your prompt response and assistance in resolving these issues.

Sincerely,

Garry and Candice Kaawa



**From:** [dhl.icro1@hawaii.gov](mailto:dhl.icro1@hawaii.gov)  
**To:** [Burrows-Nuuuanu, Leatrice W](#)  
**Subject:** New submission from Submit Agendized Testimony  
**Date:** Monday, September 30, 2024 10:13:28 PM

---

<b>Name</b>
BILL BROWN
<b>Email</b>
<a href="mailto:pca_5202013@aol.com">pca_5202013@aol.com</a>
<b>Please Identify Agenda Item(s):</b>
Pana'ewa Community Alliance & Pana'ewa Hawaiian Home Lands Community Association
<b>Pick One:</b>
Oral/Live Virtual Only - Enter N/A Below
<b>Message</b>
N/A





**From:** [MAHA INC](#)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Subject:** Re: [EXTERNAL] J-Agenda  
**Date:** Tuesday, September 10, 2024 12:07:01 PM

---

Thank you Leah,

Yes please add me to J Agenda for October!  
Yeah it's in Hilo, see you then!

Aina Ioane

Sent from my iPhone

> On Sep 10, 2024, at 11:04 AM, Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)> wrote:  
>  
> Aloha e Aina,  
> E kala mai! the J Agenda deadline was last week (2 weeks before the meeting). Feel free to sign up for public testimony on agendized items. The Kuleana action is listed on this agenda.  
> Shall I add you to the J agenda for October? The Commission is on Hawai'i Island. Sandalwood room at the Naniloa on October 21 & 22.  
>  
> Mahalo, Leah  
> -----Original Message-----  
> From: MAHA INC <[mahainc2020@gmail.com](mailto:mahainc2020@gmail.com)>  
> Sent: Tuesday, September 10, 2024 11:01 AM  
> To: Burrows-Nuuanu, Leatrice W <[leatrice.w.burrows-nuuanu@hawaii.gov](mailto:leatrice.w.burrows-nuuanu@hawaii.gov)>  
> Subject: [EXTERNAL] J-Agenda  
>  
> Aloha Leah,  
>  
> Do I have time to sign up for J Agenda for this months meeting?  
>  
> If so, can I please sign up under "MAHA Kings Landing community Concerns)  
>  
> Thank you  
> Ainaaloha Ioane  
>  
> Sent from my iPhone



**From:** [Craig Bo Kahui](#)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Cc:** [Dora Aio](#); [Sharleen Kahumoku](#); [Sam Walker](#); [Makaila, Lilliane K](#); [Choy, Andrew H](#); [Melissa Kahui](#)  
**Subject:** [EXTERNAL] Request to be placed on the J agenda  
**Date:** Wednesday, October 2, 2024 8:47:34 AM

---

Aloha,  
On behalf of Laiopua CDC, we would like to be on the Oct. J agenda.  
Mahalo  
Please advise  
Bo Kahui, ED  
LCDC



THE RICKEL LAW FIRM, P.C.  
A PROFESSIONAL CORPORATION

HARRY RICKEL (1876-1965)  
EDWARD P. MARSCHNER (1881-1960)

JOHN MARSCHNER RICKEL\*  
(586) 415-8700, (808) 427-9757

\* SHAREHOLDER ADMITTED IN HAWAII, MICHIGAN,  
ILLINOIS, MISSOURI, KENTUCKY, VIRGINIA and  
DISTRICT OF COLUMBIA  
\*\* ASSOCIATE ADMITTED IN MICHIGAN

ATTORNEYS AT LAW  
(586) 415-6600  
A CENTENNIAL LAW FIRM  
SINCE 1899

PHYSICAL ADDRESS  
WATERFRONT PLAZA, STE 7400  
500 ALA MOANA BLVD  
HONOLULU, HI 96813

MAILING ADDRESS  
P.O. BOX 36200  
GROSSE POINTE FARMS, MI 48236-0200  
JRICKEL@RICKELLAW.COM

September 17, 2024

Hawaiian Homes Commission  
Kali Watson, Chairman  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

RE: Lien assignment of delinquent accounts.

Dear Chairman,

If it please the Commission, John M. Rickel of The Rickel Law Firm, P.C. requests to be heard at the next meeting scheduled for October 22, 2024 at 9:30 AM. This request is in regard to the process for assigning liens to the units of delinquent owners in the Kanehili Community Association and the Commission's approval thereof.

Association assessments are integral to the regular operation and proper maintenance of community properties. Without them, the everyday lives of residents in the community can be negatively impacted through deferred maintenance, delayed repairs, and diminished services, among other concerns.

The following units of the Kanehili Community Association are in arrears and their owners are delinquent in their lawful assessments. With liens, foreclosures could be sought for the following addresses:

<u>Address:</u>	<u>Owed/Lien Approval Sought:</u>
• 91-294 Kaapuwai Pl	\$ 2,098.00
• 91-1359 Kekahili St.	\$ 4,250.00
• 91-1145 Kealiiahouni St.	\$ 6,449.27
• 91-1055 Kealiiahouni St.	\$ 15,133.06
• 91-1123 Kealiiahouni St.	\$ 10,590.37
• 91-1266 Kumaaiuku St.	\$ 10,916.84
• 91-1088 Kahalepouli St.	\$ 12,741.71
• 91-1260 Kaneoneo St.	\$ 9,958.83
• 91-1378 Kekahili St.	\$ 12,366.06
• 91-1006 Ka'apuwai St.	\$ 12,890.34
• 91-1070 Kamakahahelei St.	\$ 2,182.00
• 91-1200 Kaneoneo St. #291	\$ 7,926.47
• 91-1332 Kekahili St.	\$ 4,134.00
• 91-1052 Kahalepouli St.	\$ 1,869.00

• 91-1089 Kahalepouli St.	\$ 3,839.00
• 91-1160 Kealiihouni St.	\$ 2,644.00
• 91-1291 Kekahili St.	\$ 3,076.00
• 91-1293 Kekahili St.	\$ 4,070.00
• 91-1385 Kinoiki St.	\$ 3,460.00
• <u>91-1270 Kumaaike St.</u>	<u>\$ 3,979.00</u>
○ Total	\$ 134,573.95

These delinquent accounts represent a direct loss of \$134,573.95 in the operating budget and available funds of Kanehili Community Association. We hereby ask that you grant our request to be heard at your next meeting, October 22, 2024 at 9:30 AM.

Thank you for your assistance.

Respectfully submitted,

THE RICKEL LAW FIRM/P.C.

---

John M. Rickel  
Attorney for Kanehili Community Association

THE RICKEL LAW FIRM, P.C.  
JOHN M. RICKEL, HI #009840  
PO Box 36200  
Grosse Pointe Farms, MI 48236-0200  
Telephone: (586) 415-6600  
Fax: (586) 415-0092  
Email: jrickel@rickellaw.com

Attorney for Petitioner Kanehili Community  
Association

**BEFORE THE HAWAIIAN HOMES COMMISSION  
STATE OF HAWAII**

IN THE MATTER OF Kanehili Community  
Association's Request For Relief Via Lien  
Enforcement.

JOHN M. RICKEL, ATTORNEY FOR  
KANEHILI COMMUNITY ASSOCIATION,

Petitioner, and

HAWAIIAN HOMES COMMISSION,

Respondent.

**KANEHILI COMMUNITY  
ASSOCIATION'S REQUEST FOR  
RELIEF VIA LIEN ENFORCEMENT**

CHAIRMAN: KALI WATSON

COMMISSIONERS: SANOE MARFIL

WALT KANEAKUA

ARCHIE KALEPA

PAULINE NAMU'O

LAWRENCE LASUA

DENNIS NEVES

MICHAEL KALEIKINI

MAKAI FREITAS

**KANEHILI COMMUNITY ASSOCIATION'S REQUEST FOR RELIEF VIA  
LIEN ENFORCEMENT**

COMES NOW Plaintiff KANEHILI COMMUNITY ASSOCIATION ("Association")  
before this Honorable HAWAIIAN HOMES COMMISSION of the STATE OF HAWAII  
("Commission"), by and through counsel, The Rickel Law Firm, P.C., John Rickel appearing, and  
for its presentation to this panel of commissioners, states as follows:

## I. PARTIES

1. The Association is a planned community association existing under the laws of the State of Hawaii and situated within the City and County of Honolulu, State of Hawaii, and is subject, but not limited to, § 421J *Planned Community Associations* of the Hawaii Revised Statutes (“HRS”) and § 201.6 *Community based governance on Hawaiian home lands* of the Hawaiian Homes Commission Act, 1920 (“HHCA”).

2. The Association was created by and through the Department of Hawaiian Home Lands (“DHHL”) in 2009 as a Master-planned community.

3. The Association was established by, among other things, the *Declaration of Covenants, Conditions and Restrictions for Kanehili* (“DCC&R”) recorded on May 8, 2009 with the Assistant Registrar of the Land Court for the State of Hawaii (“Land Court”) as Document No. 3856048, noted on Transfer Certificate of Title No. 830719, as amended (**Exhibit 1**), and by the *By-Laws of the Kanehili Community Association*, recorded on January 6, 2016 with the Bureau of Conveyances of the State of Hawaii (“Bureau”) as Document No. A-58490690, as amended, (together “Governing Documents”), (**Exhibit 2**).

4. Delinquent owners are and were members of the Association. The delinquent owners are enumerated henceforth in the accompanied ledgers (**Exhibit 3**).

## II. JURISDICTION

5. The Commission has jurisdiction over this matter pursuant, but not limited to, the Association’s *DCC&R; Article IV: Covenant of Assessments; 4.08 Effect on Nonpayment of Assessments: Remedies of the Association; subsection (d)*: “Record the lien against the Tenant’s lease interest in the Lot and the improvements thereon at the Department of Hawaiian Home Lands



*with the consent of the Hawaiian Homes Commission.*” **Emphasis added.**

6. The Commission has jurisdiction over this matter pursuant, but not limited to, § 216 - 217 of the HHCA.

7. Venue before the Commission is appropriate pursuant, but not limited to, the HHCA and the Association’s DCC&R.

### **III. FACTS COMMON TO ALL CAUSES OF ACTION**

8. According to HRS § 421J-10.5, the expenses of administering planned community associations are assessed against owners of, and shall constitute liens against, properties in said associations and may be enforced by foreclosing said liens.

9. Pursuant to the Leasehold, the properties are encumbered by the Governing Documents.

10. The Governing Documents specifically provide that owners of properties within the Association shall be charged certain costs, expenses, fees, and assessments as fully defined therein.

11. The DHHL *Lessee Handbook* reinforces and outlines lessees obligations to both the DHHL and homestead associations, such as Kanehili, in “*Part Five: Homestead Associations; Declarations, Covenants, Conditions, and Restrictions (DCC&R)*”. Page 26 of the aforementioned section states both “If you reside on a homestead community with established DCC&Rs, membership to the association is required, which may constitute the *payment of membership fees*” and “If an association member fails to comply with any rules set forth in the DCC&Rs, the homestead association’s Board of Directors has the right to impose monetary fines upon the lessee for violation of DCC&Rs. Furthermore, *the unpaid amount of fines against the lessee shall*

*constitute a lien against the residential lot which may subject to lease cancellation.”* **Emphasis added. (Exhibit 4).**

12. The delinquent owners have refused, failed and neglected to pay regular assessments, late fees, and other costs assessed against the properties as they became due and are now in default of their payments, although repeated request for payment has been made by the Association.

13. These assessments and late fees continue to accumulate monthly and constitute a lien against the properties which may be subject to lease cancellation of the Lot by the Commission and foreclosure on the Dwelling Unit by the Association.

14. HHCA § 216(d) provides for, and allows this Commission the ability to “...enforce any lien by declaring the borrower's interest in the property subject to the lien to be forfeited, any lease held by the borrower canceled, and shall thereupon order such leasehold premises vacated and the property subject to the lien surrendered within a reasonable time.”

15. Pursuant to *DCC&R; Article IV: Covenant of Assessments; 4.08 Effect on Nonpayment of Assessments: Remedies of the Association; subsection (c)(d)*, The Association may “Foreclose the lien against the Dwelling Unit located on the Tenant’s Lot. Such lien may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a foreclosure of a security interest under the laws of Hawaii; and Record the lien against the Tenant’s lease interest in the Lot and the improvements thereon at the Department of Hawaiian Home Lands with the consent of the Hawaiian Homes Commission.”

16. As of October 11, 2024 delinquent owners have failed and neglected to pay regular assessments, late fees, and other costs in the amount of \$136,324.47 that was due to the Association under the Governing Documents. When accounting for the statute of limitations on collectible

balances, the Association is now only able to recoup \$132,058.56, as demonstrated in Exhibit 3. More delinquent dues owed to the association are lost daily due to these statutes. Although repeated request for payment has been made by the Association to the delinquent owners, the non-paying group of owners is expanding and financial survival of the Association is now at risk.

17. As presented to the Commission during the July 21, 2020 Hawaiian Homes Commission regular meeting in the *Homesteads with DCCRs* PowerPoint presentation (**Exhibit 5**); the Association was one of twelve associations created by and through the DHHL that is governed by a DCC&R.

18. Of those twelve associations, six are understood to be inactive and considered administratively dissolved due to vacant positions and lack of current filings with the Hawaiian Department of Commerce and Consumer Affairs.

19. Of those six that were effectively administratively dissolved, the homesteads and the properties thereon were still bound to the DCC&Rs, with fees theoretically still being assessed and owed, although unenforced, uncollected, and not administered.

20. These associations are not the responsibility of The Rickel Law Firm, P.C., but could be the subject of collection.

21. This lack of administration has caused confusion among the residents of those communities over rights, responsibilities, maintenance of infrastructure and community property for the remaining six still operable associations.

22. The 2008 *DHHL Lessee Survey; Table 6: Problems in Homestead Communities* shows that when lessees were asked about community quality and maintenance 68% reported loose animals in the community, 46% reported abandoned cars and trash, 44% reported nowhere for children to play, and 39% reported yards not being maintained. (**Exhibit 6**).

23. In the 2020 *DHHL Beneficiaries Study Lessee Report*; Table B-12 shows 42.5% of lessees reported plumbing problems. Another 13% reported sewage problems. 41% reported structural problems, and 64.2% reported the need for exterior work (**Exhibit 7**).

24. All of the items outlined in paragraphs 22 and 23 are exactly the kind of issues that fully funded and functioning planned community associations can address.

25. Table E-3 of the 2020 report shows 83% of all Kanehili residents agreeing or strongly agreeing with the statement. “I like living in a Homestead community with established rules that everyone follows (a DCCR).” Table E-1 shows 87.1% of residents agree or strongly agree that “Homestead communities work better with strong resident participation.” (**Exhibit 7**).

26. Table B-4 of the 2020 report, shows a median household income of \$74,954.00. This represents an increase of \$15,354.00 over 2014 totals. (**Exhibit 7**)

27. It appears there is not resident inability to pay, but rather an unwillingness to pay. When some homeowners do not pay, an unintentional educational issue results in training neighbors not to pay their assessments.

28. Kanehili Community Association wishes to avoid this negative outcome by remaining financially solvent through a combination of enforcement mechanisms, including, but not limited to, liens, lease cancellations, and foreclosures.

29. Assumpsit judgments have been granted against some delinquent owners, but Assumpsit judgments lack any meaningful economic enforcement mechanism with which to collect. Execution against personal property is generally unobtainable in excess of the Sherriff’s cost of execution.

30. Petitioner requests that, if granted the desired liens against the properties, and the delinquent owners still do not respond with payment, that this Commission indicate its preference

for method of relief, e.g. lease cancellation; or foreclosure sale to a new leaseholder; or new occupancy at the direction of the Commission; or other such method as this Commission deems proper and desirable. The Kanehili Community Association is agreeable to whatever remedy is desired by the Commission which permits continuation of the Association mission.

WHEREFORE, KANEHILI COMMUNITY ASSOCIATION requests:

A. That this honorable Commission grants consent to liens upon the properties of the aforementioned delinquent owners in an effort to induce payments and make the Association financially whole;

B. That in the absence of the aforementioned payments, the DHHL use said liens to subject the residential Lots to lease cancellation and/or allow foreclosure of the Dwelling Units upon the Lot by the Association.

C. That the Association may have such other and further relief as may be just and proper in the circumstance, including additional attorney's fees incurred and accruing monthly assessment charges.

D. That, if granted the desired liens against the properties, and the delinquent owners still do not respond with payment, that this Commission indicate its preference for method of relief, e.g. lease cancellation; foreclosure sale to a new leaseholder; new occupancy at the direction of the Commission; or other such method as this Commission deems proper.

DATED: Honolulu, Hawaii, October 11, 2024.

Respectfully submitted,



JOHN M. RICKEL, HI #009840

Attorney for Petitioner Kanehili Community Association

# Exhibit 1

Governing Documents

*Declaration of Covenants, Conditions, and Restrictions for Kanehili*

Article IV, Section 4.08 referenced above

NO



L-494 STATE OF HAWAII  
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ASSISTANT REGISTRAR

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Total Pages: 37

**KĀNĀWAI**

**(DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS) ✓**

**FOR KĀNEHILI**

**KĀNĀWAI**  
**(DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS)**

**FOR KĀNEHILI**

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subjected to this Kānāwai on the first day of the month following the Close of Escrow of the Lot to a Class A Member. The first Annual General Assessment and Service Assessment (if any) shall be adjusted according to the number of months remaining in the calendar year.

**4.05 Repair and Replacement Reserve.** As a part of any Annual Assessment, the Board of Directors shall obtain from Tenants contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve ("Reserve Fund"). Such contributions shall be paid monthly or at such time as Annual Assessments are due and shall be in an amount to be designated from time to time by the Board of Directors. All of the funds shall be deposited in an account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America or certificates of deposit in a federally insured lending institution. The replacement reserve may be expended only for the purpose of the replacement and repair of the Common Area. The Board of Directors shall specifically ensure that the Reserve Fund is adequately funded at all times to cover the cost of all necessary maintenance, repair or replacement of all of the private roads under its control within the Association. These funds shall be specifically earmarked for that purpose. In order to ensure that adequate funds are reserved for this purpose, the Board shall commission periodic inspections of all of the Association's private roads at least every three (3) years and adjust the funds held in the Reserve Fund to cover any needed or anticipated maintenance, repairs or replacement of the Association's roads.

**4.06 Initial Assessment For Working Fund.** A one-time assessment ("Initial Assessment") equal to one hundred and no/100 Dollars (\$100.00) is hereby levied against each initial Tenant for the Lot leased by a Tenant, which Initial Assessment shall be paid by such Tenant to the Association at the Close of Escrow. Such Initial Assessment shall be utilized for commencing business of the Association and providing the necessary working fund for it.

**4.07 Notice and Due Dates.** Written notice specifying (a) the amount of each Annual General Assessment, Services Assessment and Special Assessment, and (b) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Tenants of each Lot subject thereto. Each installment of an Annual General Assessment, Services Assessment and Special Assessment shall be due on the first day of each assessment period as defined by the Board of Directors.

**4.08 Effect on Nonpayment of Assessments: Remedies of the Association.** Any Assessment not paid within ten (10) days after the due date shall be delinquent and the Association may exercise any or all of the following remedies:

(a) Charge interest and a late fee (as determined by the Board) for Assessments which are not received by the tenth (10th) day of the assessment period;

(b) Bring an action at law or in equity against the Tenants of the Lot to collect the same;

(c) Foreclose the lien against the Dwelling Unit located on the Tenant's Lot. Such lien may be enforced by the Association in the same manner and to the same extent and

subject to the same procedures as in the case of a foreclosure of a security interest under the laws of Hawaii; and

(d) Record the lien against the Tenant's lease interest in the Lot and the improvements thereon at the Department of Hawaiian Home Lands with the consent of the Hawaiian Homes Commission.

The Tenant personally obligated to pay the delinquent Assessment shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred by the Association in connection with the collection of such Assessment.

#### **4.09 Default in Payment of Assessments.**

(a) Each Assessment under this Article IV, shall be separate, distinct and personal debt and obligation of the Member against whose Lot the Assessment is made; provided, however, that no Member shall have any personal liability for the payment of the debts and liabilities of the Association or for damage to any Common Area or any Lot not caused by such Member. Each Member by acceptance of a Lease of a Lot, whether or not so expressed in any such Lease, is deemed to covenant and agree to pay such Assessment to the Association. If the Member does not pay an installment of an Assessment when due, the Member shall be deemed in default and the amount of the unpaid Assessment, together with the amount of any subsequent unpaid Assessments, interest thereon at twelve percent (12%) per annum plus costs, including reasonable attorneys' fees, shall be and become a lien upon the Member's lease interest in such Lot and the improvements thereon upon recordation by the Association of a notice of default. Such lien shall be subordinate to the lien of any First Mortgage upon the Lot and/or Dwelling Unit; provided, however, that no Mortgagee shall be required to collect any Assessment on a Lot. The Member's failure to pay an Assessment shall not be deemed or constitute a default under any Mortgage, unless otherwise provided in said Mortgage.

(b) The sale or transfer of any lease interest in the Lot and/or the improvements thereon shall be conditioned upon the payment, satisfaction and discharge of the lien for delinquent payments of Assessments which became due prior to such sale or transfer, and no such sale or transfer shall relieve such Lot or the purchaser or transfer from the obligation to pay prospective Assessments. The Association may record such notice of default within ninety (90) days following occurrence of such default and shall commence proceedings to enforce such lien within six (6) months following recordation. The Association may seek satisfaction of the lien in accordance with rules and processes of DHHL, including the Kānāwai Enforcement Procedures. The Association may also maintain a suit to recover a money judgment for unpaid Assessments and such remedies shall be in addition to any other remedies provided by law for the enforcement of such Assessment obligation.

(c) Upon the request of an Association Member, the Association shall execute a certificate stating the amount of the unpaid Assessments secured by the lien upon any leasehold interest in the Lot and/or Dwelling Unit thereon. Such certificate and the fee for furnishing such certificate shall be conclusive upon the Association.

**4.10 Delinquency.** Any Assessment provided for in this Kānāwai which is not paid when such Assessment is due (the “delinquency date”) and fees and charges described herein may be recovered if an Assessment becomes delinquent. The Association may, at its option and without waiving any of its judicial rights against such Tenant, pursue any available remedies, including, without limitation, bringing an action at law against the Tenant personally obligated to pay the same. Each Tenant vests in the Association, or its assigns, the right and power to bring all actions at law against such Tenant or other Tenants for the collection of such delinquent Assessments.

**4.11 Certificate of Payment.** The Association shall, upon written request by Tenant, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Annual General Assessments, Services Assessments and Special Assessments, if any, on a specified Lot have been paid. The Association shall furnish said certificate within ten (10) days of receipt of the written request. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

**4.12 Subordination of the Lien to Mortgages.** The lien of the Annual General Assessments, Services Assessments and Special Assessments provided for herein shall be subordinate only to the lien of any First Mortgage. The transfer of the Lease of any Lot shall not affect the lien of such Assessments. The sale or transfer of the lease interest in the Lot and/or any improvements thereon shall be conditioned upon the payment, satisfaction and discharge of the lien for delinquent payments of Assessments which became due prior to such sale or transfer. No sale or transfer shall relieve the Tenant of such Lot from liability as to any Assessments thereafter becoming due or from the lien thereof.

#### **Article V: Design Review and Design Committee**

**5.01 Composition and Appointment.** A Design Review and Covenants Committee (the “Design Committee”) may be appointed by the Board of Directors; provided that the Design Committee shall consist of three (3) members initially appointed by the Declarant and shall not be required to meet any qualification for membership on the Design Committee. A designated employee or representative of the Declarant may sit ex-officio as a non-voting member of the Design Committee. The following persons are hereby designated as the initial Design Committee members:

1. Larry Sumida
2. Darrell Ing
3. Juan Garcia

The initial Design Committee members shall hold office until such time as they resign, or are removed or until a successor has been appointed as provided in this document.

From and after the date of the first annual meeting of the Association until the expiration of the Development Period, Declarant may appoint one (1) of the members of the Design Committee, which shall initially consist of three (3) members, but may thereafter be increased or

# Exhibit 2

Governing Documents

*Bylaws of the Kanehili Community Association*

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Kānehili Community Association  
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Condominium Map No. 1460

No. of Pages 33

BYLAWS  
OF THE  
KĀNEHILI COMMUNITY ASSOCIATION

**BYLAWS  
OF THE  
KĀNEHILI COMMUNITY ASSOCIATION**

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## BYLAWS

### OF

## KĀNEHILI COMMUNITY ASSOCIATION

### ARTICLE 1. GENERAL PROVISIONS

**Section 1.1. Name.** The name of the association is Kānehili Community Association, a nonprofit corporation incorporated under the laws of the State of Hawai'i ("Association"). The principal office of the Association shall be at such place in the City and County of Honolulu, Hawai'i ("County"), as the Board of Directors may designate from time to time.

**Section 1.2. Definitions.** Unless expressly indicated to the contrary, the terms used herein shall have the following meanings:

(a) **Kānāwai.** "Kānāwai" shall mean and refer to that certain Kānāwai (Declaration of Covenants, Conditions and Restrictions) for Kānehili, dated \_\_\_\_\_, 2009, and recorded in the Official Records, and all amendments thereto. X

(b) **Total Voting Power.** "Total Voting Power" shall mean and refer to that number of votes which is equal to the difference between (a) the total number of votes in the Association, and (b) the number of votes as to which voting rights are suspended at the time of the subject meeting (or action taken without a meeting) in accordance with these Bylaws.

(c) **Additional Terms.** The defined terms used in these Bylaws shall have the meaning designated in the Kānāwai unless otherwise indicated herein.

**Section 1.3. Purpose.** The Association has been formed for the purpose of exercising the powers and performing the duties of the Association set forth in these Bylaws, the Articles of Incorporation of the Association ("Articles") and the Kānāwai.

### ARTICLE 2. MEMBERSHIP AND VOTING RIGHTS

**Section 2.1. Membership and Voting.** Membership and voting rights shall be as set forth in Article III of the Kānāwai, which Article is incorporated herein by this reference. Notwithstanding anything in these Bylaws to the contrary, amendment of this Article 2 shall be accomplished as set forth in Article X of the Kānāwai rather than the amendment provisions contained herein. Whenever these Bylaws, the Kānāwai or the Articles require the vote or assent of a stated number of Tenants or Members, the provisions of Article III of the Kānāwai shall govern as to the total number of available votes, the number of votes a Tenant is entitled to cast at the meeting, and the manner in which the vote attributable to a Lot having more than one (1) Tenant shall be cast.

#### Section 2.2. Voting by Members.

(a) **Voting Rights of Members.** Every Tenant who is the lessee of Record of a Lot which is subject to Assessment shall be a Class A Member of the Association.

Membership shall be appurtenant to and may not be separated from any Lot which is subject to Assessment.

(i) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the Members for each Lot leased by such Class A Member. Any Class A Member who is in violation of this Kānāwai, as determined by the Board in accordance with the provisions hereof, shall not be entitled to vote during any period in which such violation continues. If a Lot shall be leased by more than one Tenant, such Tenants shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot as to each matter properly submitted to the Members.

(b) Cumulative Voting. Cumulative voting shall not be allowed for any matter to be decided by the Membership, including, without limitation, the election of Directors.

(c) Notice of Agenda for Member Meetings. The Association shall, no fewer than ten (10) days, or more than sixty (60) days, prior to the annual or any special meeting of the Association, disseminate the agenda ("Agenda") for such meeting to each of the Tenants of the Lots and such other information as may be available on the matters to be voted upon at such meeting. The distribution of the Agenda shall constitute notice to the Membership and shall include, without limitation, any matter for which the consent of the Class A Membership is required under the Kānāwai or under these Bylaws.

(d) Voting Results. The Secretary of the Association, or the person designated as the inspector of the election, shall tabulate the total number of votes cast by the Class A Members and Class B Members, in order to determine whether the necessary approvals have been obtained. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein shall be deemed to be binding upon all Tenants and their respective successors and assigns.

### **ARTICLE 3. MEMBERSHIP ASSESSMENTS AND RIGHTS**

**Section 3.1. Membership Assessments.** Assessments provided for in the Kānāwai shall be paid by the Members at the time, in the manner and subject to the conditions and limitations set forth in the Kānāwai, and the Board shall fix, levy, collect and enforce such Assessments at the time, in the manner and subject to the limitations set forth in the Kānāwai.

**Section 3.2. Enforcement; Rights.** For the purpose of enforcing and collecting Assessments, the Association shall have the rights set forth in the Kānāwai, which rights shall be enforceable by the Board, acting on behalf of the Association, in the manner set forth in the Kānāwai and the Kānāwai Enforcement Procedures. The Board also shall have and be entitled to exercise all other rights and remedies set forth in the Kānāwai or otherwise provided for at law or in equity.

### **ARTICLE 4. MEMBERSHIP RIGHTS AND PRIVILEGES**

**Section 4.1. Rights and Privileges of Members.** No Member shall have the right, without the prior approval of the Board, to exercise any of the powers or to perform any of the acts delegated to the Board by these Bylaws or the Kānāwai. Each Member shall have all of the

rights and privileges granted to the Members by these Bylaws and the Kānāwai, subject to such limitations as may be imposed in accordance therewith.

**Section 4.2. Rules.** Upon notice and hearing, the Board may establish such rules, regulations and prerequisite conditions to the use of the Lots, Common Area, and the facilities thereon, as the Board, in its sole discretion, deems appropriate, so long only as such rules, regulations and conditions do not materially abridge the rights of Members as set forth in the Kānāwai. Upon notice and hearing, the Board may establish rules, regulations, and fees for, and prerequisite conditions to the use of, the Common Area and facilities thereon by persons who are not Members or Members' guests. Upon notice and hearing, the Board may determine whether admission and/or other fees shall be charged for the use of any portion of the Common Area. Any such admission or other fees (as distinguished from Assessments) shall apply equally to all Members of the Association (but need not be the same as such fees for persons who are not Members) and shall be used first by the Association for expenses of maintenance, repair and operation of any such portion of the Common Area, the use of which is subject to an admission or other fee set by the Board, until all monies derived from such admissions and fees have been expended therefor.

**Section 4.3. Certificates of Compliance.** Any Tenant, either upon written request and/or resolution set forth by the Board, and payment of such reasonable charge as the Board may require, shall be entitled to a statement certifying as to the amount of any unpaid Assessments, fines or other charges, if any, against such Tenant's Lot. Such certification shall be binding on the Association as of the date thereof.

**Section 4.4. Enforcement.**

(a) In addition to such other rights as are specifically granted under the Kānāwai, the Board shall have the power to impose reasonable fines, which shall constitute a personal obligation of the violating Tenant, and to suspend an Tenant's vote or right to use the Common Area for violation of any duty or restriction imposed under the Kānāwai, these Bylaws, or any House Rules. In addition, the Board may suspend any services provided by the Association to a Tenant or the Tenant's Lot if the Tenant is more than thirty (30) days delinquent in paying any Assessment or other charges owed to the Association. In the event that any occupant of a Lot violates the Kānāwai, these Bylaws, or a House Rule and a fine is imposed, the fine shall be assessed against the Tenant of such Lot. The failure of the Board to enforce any provision of the Kānāwai, these Bylaws, or any Association Rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fifteen (15) days within which the alleged violator may present a written request to management, if any, or the Board of Directors appealing the violation/sanction. If a challenge is not made within the stated appeal period, the sanction stated in the notice shall be imposed; provided, management or the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the stated period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(c) Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Kānāwai, these Bylaws, or the other Governing Documents in accordance with the Kānāwai Enforcement Procedures, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the dispute resolution procedures set forth in the Kānāwai, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Tenant or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

## ARTICLE 5. MEETINGS OF THE ASSOCIATION

**Section 5.1. Place of Meeting; Attendance.** All meetings of the Association shall be held within the Community or as close thereto as may be practical. All Members of the Association may attend (and each First Mortgagee may designate in writing a representative to attend) all meetings of the Association.

**Section 5.2. Annual Meetings of the Association.** The first annual meeting of the Association shall be held within one (1) year following the Close of Escrow of the first Lease for a Lot by DHHL. The annual meetings of the Association shall be held each year in the same month (or as near in time thereto as reasonably practical) in which the first annual meeting was held commencing with the year immediately following the year during which the first annual meeting was held. At the first annual meeting and at subsequent annual meetings, the Directors shall be elected in accordance with the requirements of these Bylaws. The Directors also may transact such other business of the Association as may come properly before them at such annual meetings.


**Section 5.3. Special Meetings of the Association.** Special meetings of the Association, for any purpose or purposes whatsoever, shall be called by the Secretary upon either a vote by a majority of the Board or receipt of a petition signed by Members representing at least ten percent (10%) of the Total Voting Power, provided that no special meeting may be held or called prior to the first annual meeting.


The notice of any special meeting shall be given within five (5) days after such action by the Board or receipt of such petition. The special meeting shall normally be held not less than thirty-five (35) days or more than ninety (90) days after such action by the Board or receipt of the petition. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5.4. Notice of Meetings.** Written notice of each annual and each special meeting of the Association shall be given by, or at the direction of, the Secretary of the Association by mailing a copy of such notice by first-class mail, postage prepaid, and/or by any other means approved by the Board which is reasonably calculated to give notice of such meeting (e.g., transmission by facsimile or e-mail, as set forth below). Except in emergency situations, not less than ten (10) days nor more than sixty (60) days notice of any annual or special meeting shall be given. The notice for a special meeting of the Association shall specify

IN WITNESS WHEREOF, the KĀNEHILI COMMUNITY ASSOCIATION has caused this instrument to be duly executed this 20<sup>th</sup> day of June, 2015.

KĀNEHILI COMMUNITY ASSOCIATION

By   
Printed Name: Randall H. Akau  
Its President

By   
Printed Name: Larry GALDEIRA  
Its TREASURER

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 20th day of June, 2015, before me appeared Randall H. Akau, to me personally known or satisfactorily proved to me to be the person described in and who executed the within instrument, who being by me duly sworn, did say that he/she is the President of Kānehili Community Association, that said instrument, a thirty-three (33) page BYLAWS OF THE KĀNEHILI COMMUNITY ASSOCIATION dated June 20, 2015, was signed on behalf of said association by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said association. Said association has no seal.

(Stamp or Seal)

Cherylann L. Lee 6-20-15  
Notary Signature Date  
Typed or Printed Name: Cherylann L. Lee  
Notary Public, State of Hawaii, First Circuit  
My Commission Expires: June 20, 2017

**NOTARY PUBLIC CERTIFICATION**

Name: Cherylann L. Lee, First Circuit  
Doc Description: Bylaws of the Kānehili Community Association (Stamp or Seal)  
No. of Pages: 33 Date of Doc: June 20, 2015

Cherylann L. Lee 6-20-15  
Notary Signature Date

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 20th day of June, 2015, before me appeared Jamy Galdeira, to me personally known or satisfactorily proved to me to be the person described in and who executed the within instrument, who being by me duly sworn, did say that he/she is the Treasurer of Kānehili Community Association, that said instrument, a thirty-three (33 ) page BYLAWS OF THE KĀNEHILI COMMUNITY ASSOCIATION dated June 20, 2015, was signed on behalf of said association by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said association. Said association has no seal.

(Stamp or Seal)

Cherylann L. Lee 6-20-15  
Notary Signature Date  
Typed or Printed Name: Cherylann L. Lee  
Notary Public, State of Hawaii, First Circuit  
My Commission Expires: June 20, 2017

<b>NOTARY PUBLIC CERTIFICATION</b>	
Name: <u>Cherylann L. Lee</u> , First Circuit	
Doc Description: <u>Bylaws of the Kānehili Community Association</u>	(Stamp or Seal)
No. of Pages: <u>33</u> Date of Doc: <u>June 20, 2015</u>	
<u>Cherylann L. Lee</u> <u>6-20-15</u> Notary Signature Date	

## Exhibit "A"

### Kānehili Community Association Land Court Condominium Map No. 1460 List of Current Transfer Certificate of Title Numbers\*

Lot No.	TCT No.
18291	830719
18292	830719
18293	830719
18294	830719
18295	830719
18296	830719
18297	830719
18298	830719
18299	830719
18300	830719
18301	830719
18302	830719
18303	830719
18304	830719
18305	830719
18306	830719
18307	830719
18308	830719
18309	830719
18310	830719
18311	830719
18312	830719
18313	830719
18314	830719
18315	830719
18316	830719
18317	830719
18318	830719
18319	830719
18320	830719
18321	830719
18322	830719
18323	830719
18324	830719
18325	830719
18326	830719

Lot No.	TCT No.
18327	830719
18328	830719
18329	830719
18330	830719
18331	830719
18332	830719
18333	830719
18334	830719
18335	830719
18336	830719
18337	830719
18338	830719
18339	830719
18340	830719
18341	830719
18342	830719
18343	830719
18344	830719
18345	830719
18346	830719
18347	830719
18348	830719
18349	830719
18350	830719
18351	830719
18352	830719
18353	830719
18354	830719
18355	830719
18356	830719
18357	830719
18358	830719
18359	830719
18360	830719
18361	830719
18362	830719

\*Kānehili Community Association is a Hawaiian Home Lands property. All Kānehili Community Association lots have the same Transfer Certificate of Title Number issued to the State of Hawaii, Department of Hawaiian Home Lands



Exhibit "A"

Kānehili Community Association  
Land Court Condominium Map No. 1460  
List of Current Transfer Certificate of Title Numbers\*

Lot No.	TCT No.
18363	830719
18364	830719
18365	830719
18366	830719
18367	830719
18368	830719
18369	830719
18370	830719
18371	830719
18372	830719
18373	830719
18374	830719
18375	830719
18376	830719
18377	830719
18378	830719
18379	830719
18380	830719
18381	830719
18382	830719
18383	830719
18384	830719
18385	830719
18386	830719
18387	830719
18388	830719
18389	830719
18390	830719
18391	830719
18392	830719
18393	830719
18394	830719
18395	830719
18396	830719
18397	830719
18398	830719

Lot No.	TCT No.
18399	830719
18400	830719
18401	830719
18402	830719
18403	830719
18404	830719
18405	830719
18406	830719
18407	830719
18408	830719
18409	830719
18410	830719
18411	830719
18412	830719
18413	830719
18414	830719
18415	830719
18416	830719
18417	830719
18418	830719
18419	830719
18420	830719
18421	830719
18422	830719
18423	830719
18424	830719
18425	830719
18426	830719
18427	830719
18428	830719
18429	830719
18430	830719
18431	830719
18432	830719
18433	830719
18434	830719

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## Exhibit "A"

### Kānehili Community Association Land Court Condominium Map No. 1460 List of Current Transfer Certificate of Title Numbers\*

Lot No.	TCT No.
18435	830719
18436	830719
18437	830719
18438	830719
18439	830719
18440	830719
18441	830719
18442	830719
18443	830719
18444	830719
18445	830719
18446	830719
18447	830719
18448	830719
18449	830719
18450	830719
18451	830719
18452	830719
18453	830719
18454	830719
18455	830719
18456	830719
18457	830719
18458	830719
18459	830719
18460	830719
18461	830719
18462	830719
18463	830719
18464	830719
18465	830719
18466	830719
18467	830719
18468	830719
18469	830719
18470	830719

Lot No.	TCT No.
18471	830719
18472	830719
18473	830719
18474	830719
18475	830719
18476	830719
18477	830719
18478	830719
18479	830719
18480	830719
18481	830719
18482	830719
18483	830719
18484	830719
18485	830719
18486	830719
18487	830719
18488	830719
18489	830719
18490	830719
18491	830719
18492	830719
18493	830719
18494	830719
18495	830719
18496	830719
18497	830719
18498	830719
18499	830719
18500	830719
18501	830719
18502	830719
18503	830719
18504	830719
18505	830719
18506	830719

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Exhibit "A"

Kānehili Community Association  
Land Court Condominium Map No. 1460  
List of Current Transfer Certificate of Title Numbers\*

Lot No.	TCT No.
18507	830719
18508	830719
18509	830719
18510	830719
18511	830719
18512	830719
18513	830719
18514	830719
18515	830719
18516	830719
18517	830719
18518	830719
18519	830719
18520	830719
18521	830719
18522	830719
18523	830719
18524	830719
18525	830719
18526	830719
18527	830719
18528	830719
18529	830719
18530	830719
18531	830719
18532	830719
18533	830719
18534	830719
18535	830719
18536	830719
18537	830719
18538	830719
18539	830719
18540	830719
18541	830719
18542	830719

Lot No.	TCT No.
18543	830719
18544	830719
18545	830719
18546	830719
18547	830719
18548	830719
18549	830719
18550	830719
18551	830719
18552	830719
18553	830719
18554	830719
18555	830719
18556	830719
18557	830719
18558	830719
18559	830719
18560	830719
18561	830719
18562	830719
18563	830719
18564	830719
18565	830719
18566	830719
18567	830719
18568	830719
18569	830719
18570	830719
18571	830719
18572	830719
18573	830719
18574	830719
18575	830719
18576	830719
18577	830719
18578	830719

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**Exhibit "A"**

**Kānehili Community Association  
Land Court Condominium Map No. 1460  
List of Current Transfer Certificate of Title Numbers\***

Lot No.	TCT No.
18579	830719
18580	830719
18581	830719
18582	830719
18583	830719
18584	830719
18585	830719
18586	830719
18587	830719
18588	830719
18589	830719
18590	830719
18591	830719
18592	830719
18593	830719
18594	830719
18595	830719
18596	830719
18597	830719
18598	830719
18599	830719
18600	830719
18601	830719
18602	830719
18603	830719
18604	830719
18605	830719
18606	830719
18607	830719
18608	830719
18609	830719
18610	830719
18611	830719
18612	830719
18613	830719
18614	830719

Lot No.	TCT No.
18615	830719
18616	830719
18617	830719
18618	830719
18619	830719
18620	830719
18621	830719
18622	830719
18623	830719
18624	830719
18625	830719
18626	830719
18627	830719
18628	830719
18629	830719
18630	830719
18631	830719
18632	830719
18633	830719
18634	830719
18635	830719
18636	830719
18637	830719
18638	830719
18639	830719
18640	830719
18641	830719
18642	830719
18643	830719
18644	830719
18645	830719
18646	830719
18647	830719
18648	830719
18649	830719
18650	830719

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## Exhibit "A"

### Kānehili Community Association Land Court Condominium Map No. 1460 List of Current Transfer Certificate of Title Numbers\*

Lot No.	TCT No.
18651	830719
18652	830719
18653	830719
18654	830719
18655	830719
18656	830719
18657	830719
18658	830719
18659	830719
18660	830719
18661	830719
18662	830719
18663	830719
18664	830719
18665	830719
18666	830719
18667	830719
18668	830719
18669	830719
18670	830719
18671	830719
18672	830719
18673	830719
18674	830719
18675	830719
18676	830719
18677	830719
18678	830719
18679	830719
18680	830719
18681	830719
18682	830719
18683	830719
18684	830719
18685	830719
18686	830719

Lot No.	TCT No.
18687	830719
18688	830719
18689	830719
18690	830719
18691	830719
18692	830719
18693	830719
18697	830719

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# Exhibit 3

*Kanehili Balance Statements*

### Total Dues Left Unpaid

<u>Address:</u>	<u>Owed/Lien Approval Sought:</u>
• 91-1055 Kealiiahonui St., Kapolei, HI 96706	\$15,262.06
• 91-1378 Kekahili St., Kapolei, HI 96707	\$12,505.06
• 91-1088 Kahalepouli St., Kapolei, HI 96707	\$12,460.71
• 91-1266 Kumaaku St., Kapolei, HI 96706	\$10,962.84
• 91-1006 Ka'apuwai St., Kapolei, HI 96707	\$13,030.34
• 91-1260 Kaneoneo St., Kapolei, HI 96707	\$9,988.83
• 91-1123 Kealiiahonui St., Kapolei, HI 96707	\$10,729.37
• 91-1200 Kaneoneo St. #291, Kapolei, HI 96707	\$8,065.47
• 91-1145 Keali'iahonui St., Kapolei, HI 96707	\$6,399.27
• 91-1359 Kekahili St., Kapolei, HI 96707	\$4,310.52
• 91-1332 Kekahili St., Kapolei, HI 96707	\$4,264.00
• 91-1293 Kekahili St., Kapolei, HI 96707	\$4,199.00
• 91-1270 Kumaaku St., Kapolei, HI 96707	\$4,108.00
• 91-1089 Kahalepouli St., Kapolei, HI 96707	\$3,969.00
• 91-1385 Kinoiki St., Kapolei, HI 96707	\$3,589.00
• 91-1291 Kekahili St., Kapolei, HI 96707	\$3,205.00
• 91-1160 Kealiiahonui St., Kapolei, HI 96707	\$2,808.00
• 91-1070 Kamahahelei St., Kapolei, HI 96707	\$2,312.00
• 91-294 Kaapuwai Pl., Kapolei, HI 96707	\$2,228.00
• <u>91-1052 Kahalepouli St., Kapolei, HI 96707</u>	<u>\$1,928.00</u>
○ Total:	\$136,324.47

### Collectible Within the Statute of Limitations

<u>Address:</u>	<u>Owed/Lien Approval Sought:</u>
• 91-1055 Kealiihonui St., Kapolei, HI 96706	\$15,192.06
• 91-1378 Kekahili St., Kapolei, HI 96707	\$12,505.06
• 91-1088 Kahalepouli St., Kapolei, HI 96707	\$12,460.71
• 91-1266 Kumaaku St., Kapolei, HI 96706	\$10,962.84
• 91-1006 Ka'apuwai St., Kapolei, HI 96707	\$10,504.85
• 91-1260 Kaneoneo St., Kapolei, HI 96707	\$9,988.83
• 91-1123 Kealiihonui St., Kapolei, HI 96707	\$9,088.95
• 91-1200 Kaneoneo St. #291, Kapolei, HI 96707	\$8,065.47
• 91-1145 Keali'iahonui St., Kapolei, HI 96707	\$6,369.27
• 91-1359 Kekahili St., Kapolei, HI 96707	\$4,310.52
• 91-1332 Kekahili St., Kapolei, HI 96707	\$4,264.00
• 91-1293 Kekahili St., Kapolei, HI 96707	\$4,199.00
• 91-1270 Kumaaku St., Kapolei, HI 96707	\$4,108.00
• 91-1089 Kahalepouli St., Kapolei, HI 96707	\$3,969.00
• 91-1385 Kinoiki St., Kapolei, HI 96707	\$3,589.00
• 91-1291 Kekahili St., Kapolei, HI 96707	\$3,205.00
• 91-1160 Kealiihonui St., Kapolei, HI 96707	\$2,808.00
• 91-1070 Kamahahelei St., Kapolei, HI 96707	\$2,312.00
• 91-294 Kaapuwai Pl., Kapolei, HI 96707	\$2,228.00
• <u>91-1052 Kahalepouli St., Kapolei, HI 96707</u>	<u>\$1,928.00</u>
○ Total:	\$132,058.56



## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1055 Kealiiahonui St., Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
10/13/2018	Late Fee - Late Charges	\$10.00		\$10.00
11/01/2018	Dues - Maintenance Fee	\$30.00		\$40.00
11/13/2018	Late Fee - Late Charges	\$10.00		\$50.00
11/30/2018	Legal Fee - Legal Fee Reimbursement	\$38.74		\$88.74
12/01/2018	Dues - Maintenance Fee	\$30.00		\$118.74
12/13/2018	Late Fee - Late Charges	\$10.00		\$128.74
01/01/2019	Dues - Maintenance Fee	\$30.00		\$158.74
01/13/2019	Late Fee - Late Charges	\$10.00		\$168.74
02/01/2019	Dues - Maintenance Fee	\$30.00		\$198.74
02/13/2019	Late Fee - Late Charges	\$10.00		\$208.74
03/01/2019	Dues - Maintenance Fee	\$30.00		\$238.74
03/12/2019	Legal Fee - Legal Fee Reimbursement	\$96.07		\$334.81
03/13/2019	Late Fee - Late Charges	\$10.00		\$344.81
04/01/2019	Dues - Maintenance Fee	\$30.00		\$374.81
04/09/2019	Legal Fee - Legal Fee Reimbursement	\$73.82		\$448.63
04/13/2019	Late Fee - Late Charges	\$10.00		\$458.63
05/01/2019	Dues - Maintenance Fee	\$30.00		\$488.63
05/13/2019	Late Fee - Late Charges	\$10.00		\$498.63
06/01/2019	Dues - Maintenance Fee	\$30.00		\$528.63
06/13/2019	Late Fee - Late Charges	\$10.00		\$538.63
07/01/2019	Dues - Maintenance Fee	\$30.00		\$568.63
07/13/2019	Late Fee - Late Charges	\$10.00		\$578.63
07/17/2019	Legal Fee - Legal Fee Reimbursement	\$330.29		\$908.92
08/01/2019	Dues - Maintenance Fee	\$30.00		\$938.92
08/13/2019	Late Fee - Late Charges	\$10.00		\$948.92
09/01/2019	Dues - Maintenance Fee	\$30.00		\$978.92
09/13/2019	Late Fee - Late Charges	\$10.00		\$988.92
10/01/2019	Dues - Maintenance Fee	\$30.00		\$1,018.92
10/04/2019	Legal Fee - Legal Fee Reimbursement	\$52.36		\$1,071.28
10/13/2019	Late Fee - Late Charges	\$10.00		\$1,081.28
10/18/2019	Legal Fee - Legal Fee Reimbursement	\$158.64		\$1,239.92
11/01/2019	Dues - Maintenance Fee	\$30.00		\$1,269.92
11/13/2019	Late Fee - Late Charges	\$10.00		\$1,279.92
12/01/2019	Dues - Maintenance Fee	\$30.00		\$1,309.92
12/13/2019	Late Fee - Late Charges	\$10.00		\$1,319.92
01/01/2020	Dues - Maintenance Fee	\$35.00		\$1,354.92
01/13/2020	Late Fee - Late Charges	\$10.00		\$1,364.92
02/01/2020	Dues - Maintenance Fee	\$35.00		\$1,399.92
02/13/2020	Late Fee - Late Charges	\$10.00		\$1,409.92
02/14/2020	Legal Fee - Legal Fee Reimbursement	\$1,570.60		\$2,980.52
03/01/2020	Dues - Maintenance Fee	\$35.00		\$3,015.52
03/13/2020	Late Fee - Late Charges	\$10.00		\$3,025.52
04/01/2020	Dues - Maintenance Fee	\$35.00		\$3,060.52
04/13/2020	Late Fee - Late Charges	\$10.00		\$3,070.52
04/30/2020	Waiver - 04/2020 WAIVED PER BOARD		\$10.00	\$3,060.52
05/01/2020	Dues - Maintenance Fee	\$35.00		\$3,095.52
05/12/2020	Waiver - Waived Per Board		\$10.00	\$3,085.52
05/13/2020	Late Fee - Late Charges	\$10.00		\$3,095.52
06/01/2020	Dues - Maintenance Fee	\$35.00		\$3,130.52
06/13/2020	Late Fee - Late Charges	\$10.00		\$3,140.52
07/01/2020	Dues - Maintenance Fee	\$35.00		\$3,175.52
07/13/2020	Late Fee - Late Charges	\$10.00		\$3,185.52
07/13/2020	Waiver - 07/2020 WAIVED PER BOARD		\$10.00	\$3,175.52

07/15/2020	Waiver - 06/2020 WAIVED PER BOARD		\$10.00	\$3,165.52
07/31/2020	Legal Fee - Legal Fee Reimbursement	\$242.93		\$3,408.45
08/01/2020	Dues - Maintenance Fee	\$35.00		\$3,443.45
08/11/2020	Waiver - 06/2020 WAIVED PER BOARD		\$10.00	\$3,433.45
08/13/2020	Late Fee - Late Charges	\$10.00		\$3,443.45
08/28/2020	Legal Fee - Legal Fee Reimbursement	\$26.18		\$3,469.63
09/01/2020	Dues - Maintenance Fee	\$35.00		\$3,504.63
09/13/2020	Late Fee - Late Charges	\$10.00		\$3,514.63
10/01/2020	Dues - Maintenance Fee	\$35.00		\$3,549.63
10/13/2020	Late Fee - Late Charges	\$10.00		\$3,559.63
10/23/2020	Legal Fee - Legal Fee Reimbursement	\$893.28		\$4,452.91
11/01/2020	Dues - Maintenance Fee	\$35.00		\$4,487.91
11/06/2020	Legal Fee - Legal Fee Reimbursement	\$195.94		\$4,683.85
11/13/2020	Late Fee - Late Charges	\$10.00		\$4,693.85
12/01/2020	Dues - Maintenance Fee	\$35.00		\$4,728.85
12/11/2020	Legal Fee - Legal Fee Reimbursement	\$38.22		\$4,767.07
12/13/2020	Late Fee - Late Charges	\$10.00		\$4,777.07
01/01/2021	Dues - Maintenance Fee	\$35.00		\$4,812.07
01/13/2021	Late Fee - Late Charges	\$10.00		\$4,822.07
02/01/2021	Dues - Maintenance Fee	\$35.00		\$4,857.07
02/13/2021	Late Fee - Late Charges	\$10.00		\$4,867.07
02/26/2021	Legal Fee - Legal Fee Reimbursement	\$2,792.23		\$7,659.30
03/01/2021	Dues - Maintenance Fee	\$35.00		\$7,694.30
03/05/2021	Legal Fee - Legal Fee Reimbursement	\$209.32		\$7,903.62
03/13/2021	Late Fee - Late Charges	\$10.00		\$7,913.62
04/01/2021	Dues - Maintenance Fee	\$35.00		\$7,948.62
04/13/2021	Late Fee - Late Charges	\$10.00		\$7,958.62
04/16/2021	Legal Fee - Legal Fee Reimbursement	\$26.18		\$7,984.80
05/01/2021	Dues - Maintenance Fee	\$35.00		\$8,019.80
05/13/2021	Late Fee - Late Charges	\$10.00		\$8,029.80
05/26/2021	Legal Fee - Legal Fee Reimbursement	\$134.03		\$8,163.83
06/01/2021	Dues - Maintenance Fee	\$35.00		\$8,198.83
06/13/2021	Late Fee - Late Charges	\$10.00		\$8,208.83
06/30/2021	Legal Fee - Legal Fee Reimbursement	\$519.16		\$8,727.99
07/01/2021	Dues - Maintenance Fee	\$35.00		\$8,762.99
07/13/2021	Late Fee - Late Charges	\$10.00		\$8,772.99
07/16/2021	Fine - Fines	\$50.00		\$8,822.99
08/01/2021	Dues - Maintenance Fee	\$35.00		\$8,857.99
08/13/2021	Late Fee - Late Charges	\$10.00		\$8,867.99
09/01/2021	Dues - Maintenance Fee	\$35.00		\$8,902.99
09/13/2021	Late Fee - Late Charges	\$10.00		\$8,912.99
09/17/2021	Fine - Fines	\$25.00		\$8,937.99
10/01/2021	Fine - Fines	\$25.00		\$8,962.99
10/01/2021	Dues - Maintenance Fee	\$35.00		\$8,997.99
10/13/2021	Late Fee - Late Charges	\$10.00		\$9,007.99
10/29/2021	Legal Fee - Legal Fee Reimbursement	\$547.12		\$9,555.11
11/01/2021	Dues - Maintenance Fee	\$35.00		\$9,590.11
11/13/2021	Late Fee - Late Charges	\$10.00		\$9,600.11
12/01/2021	Dues - Maintenance Fee	\$35.00		\$9,635.11
12/13/2021	Late Fee - Late Charges	\$10.00		\$9,645.11
12/17/2021	Legal Fee - Legal Fee Reimbursement	\$577.12		\$10,222.23
01/01/2022	Dues - Maintenance Fee	\$35.00		\$10,257.23
01/13/2022	Late Fee - Late Charges	\$10.00		\$10,267.23
02/01/2022	Dues - Maintenance Fee	\$35.00		\$10,302.23
02/13/2022	Late Fee - Late Charges	\$10.00		\$10,312.23
03/01/2022	Dues - Maintenance Fee	\$35.00		\$10,347.23
03/13/2022	Late Fee - Late Charges	\$10.00		\$10,357.23
04/01/2022	Dues - Maintenance Fee	\$35.00		\$10,392.23
04/13/2022	Late Fee - Late Charges	\$10.00		\$10,402.23
05/01/2022	Dues - Maintenance Fee	\$35.00		\$10,437.23
05/13/2022	Late Fee - Late Charges	\$10.00		\$10,447.23
06/01/2022	Dues - Maintenance Fee	\$35.00		\$10,482.23
06/13/2022	Late Fee - Late Charges	\$10.00		\$10,492.23
07/01/2022	Dues - Maintenance Fee	\$35.00		\$10,527.23
07/13/2022	Late Fee - Late Charges	\$10.00		\$10,537.23
08/01/2022	Dues - Maintenance Fee	\$35.00		\$10,572.23
08/13/2022	Late Fee - Late Charges	\$10.00		\$10,582.23

09/01/2022	Dues - Maintenance Fee	\$35.00	\$10,617.23
09/13/2022	Late Fee - Late Charges	\$10.00	\$10,627.23
10/01/2022	Dues - Maintenance Fee	\$35.00	\$10,662.23
10/13/2022	Late Fee - Late Charges	\$10.00	\$10,672.23
11/01/2022	Dues - Maintenance Fee	\$35.00	\$10,707.23
11/13/2022	Late Fee - Late Charges	\$10.00	\$10,717.23
12/01/2022	Dues - Maintenance Fee	\$35.00	\$10,752.23
12/13/2022	Late Fee - Late Charges	\$10.00	\$10,762.23
01/01/2023	Dues - Maintenance Fee	\$35.00	\$10,797.23
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$7.00	\$10,804.23
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$10,805.23
01/03/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$295.00	\$11,100.23
01/13/2023	Late Fee - Late Charges	\$10.00	\$11,110.23
01/17/2023	Legal Collection Expense - Mailing expense to send INVOICE by Mail	\$1.00	\$11,111.23
02/01/2023	Dues - Maintenance Fee	\$35.00	\$11,146.23
02/13/2023	Late Fee - Late Charges	\$10.00	\$11,156.23
02/17/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$11,157.23
02/17/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00	\$11,166.23
02/17/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$11,291.23
03/01/2023	Dues - Maintenance Fee	\$35.00	\$11,326.23
03/13/2023	Late Fee - Late Charges	\$10.00	\$11,336.23
04/01/2023	Dues - Maintenance Fee	\$35.00	\$11,371.23
04/11/2023	Late Fee - Late Charges	\$10.00	\$11,381.23
05/01/2023	Dues - Maintenance Fee	\$35.00	\$11,416.23
05/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$11,485.23
05/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$11,500.23
05/10/2023	Late Fee - Late Charges	\$10.00	\$11,510.23
06/01/2023	Dues - Maintenance Fee	\$35.00	\$11,545.23
06/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$11,614.23
06/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$11,629.23
06/10/2023	Late Fee - Late Charges	\$10.00	\$11,639.23
07/01/2023	Dues - Maintenance Fee	\$35.00	\$11,674.23
07/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$11,743.23
07/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$11,758.23
07/10/2023	Late Fee - Late Charges	\$10.00	\$11,768.23
08/01/2023	Dues - Maintenance Fee	\$35.00	\$11,803.23
08/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$11,872.23
08/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$11,887.23
08/10/2023	Late Fee - Late Charges	\$10.00	\$11,897.23
09/01/2023	Dues - Maintenance Fee	\$35.00	\$11,932.23
09/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$12,001.23
09/07/2023	Legal Collection Fee - Review security interest, timing, need to file complaint to stop statute of limitations losses which is recommendation to Board	\$495.00	\$12,496.23
09/07/2023	Legal Collection Expense - Mailing expense to send CONDO LIEN by Mail	\$1.00	\$12,497.23
09/07/2023	Legal Collection Expense - Mailing expense to send CONDO LIEN by Certified	\$9.00	\$12,506.23
09/07/2023	Legal Collection Fee - Lien Letter Fee	\$150.00	\$12,656.23
09/07/2023	Legal Collection Expense - Lien Recording Expenses	\$45.00	\$12,701.23
09/07/2023	Legal Collection Fee - Lien Preparation Fee	\$545.00	\$13,246.23
09/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$13,261.23
09/10/2023	Late Fee - Late Charges	\$10.00	\$13,271.23
09/20/2023	Legal Collection Expense - Mailing expense to send CUSTOM LETTER by Mail	\$1.00	\$13,272.23
09/29/2023	Fine - Fine NTC 9/28/23 Trash	\$25.00	\$13,297.23
09/29/2023	Legal Collection Fee - Review assumpsit case and judgment.	\$66.67	\$13,363.90
09/29/2023	Legal Collection Expense - eCourt Kokua Documents	\$6.16	\$13,370.06
10/01/2023	Dues - Maintenance Fee	\$35.00	\$13,405.06
10/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$13,474.06
10/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$13,489.06
10/10/2023	Late Fee - Late Charges	\$10.00	\$13,499.06
10/17/2023	Legal Collection Expense - Mailing expense to send FORECLOSURE	\$9.00	\$13,508.06

	INTENT by Certified			
10/17/2023	Legal Collection Expense - Mailing expense to send FORECLOSURE INTENT by Mail	\$1.00		\$13,509.06
10/17/2023	Legal Collection Expense - Mailing expense to send FORECLOSURE INTENT by Certified	\$9.00		\$13,518.06
10/17/2023	Legal Collection Expense - Mailing expense to send FORECLOSURE INTENT by Mail	\$1.00		\$13,519.06
10/17/2023	Legal Collection Fee - Intent to Foreclose Letter Fee	\$125.00		\$13,644.06
11/01/2023	Dues - Maintenance Fee	\$35.00		\$13,679.06
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$13,748.06
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$13,763.06
11/10/2023	Late Fee - Late Charges	\$10.00		\$13,773.06
12/01/2023	Dues - Maintenance Fee	\$35.00		\$13,808.06
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$13,877.06
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$13,892.06
12/10/2023	Late Fee - Late Charges	\$10.00		\$13,902.06
01/01/2024	Dues - Maintenance Fee	\$35.00		\$13,937.06
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$14,006.06
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$14,021.06
01/10/2024	Late Fee - Late Charges	\$10.00		\$14,031.06
02/01/2024	Dues - Maintenance Fee	\$35.00		\$14,066.06
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$14,135.06
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$14,150.06
02/10/2024	Late Fee - Late Charges	\$10.00		\$14,160.06
03/01/2024	Dues - Maintenance Fee	\$35.00		\$14,195.06
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$14,264.06
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$14,279.06
03/10/2024	Late Fee - Late Charges	\$10.00		\$14,289.06
04/01/2024	Dues - Maintenance Fee	\$35.00		\$14,324.06
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$14,393.06
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$14,408.06
04/10/2024	Late Fee - Late Charges	\$10.00		\$14,418.06
05/01/2024	Dues - Maintenance Fee	\$35.00		\$14,453.06
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$14,522.06
05/07/2024	Fine - NTC2 5/3/24 Trash Bins	\$25.00		\$14,547.06
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$14,562.06
05/10/2024	Late Fee - Late Charges	\$10.00		\$14,572.06
06/01/2024	Dues - Maintenance Fee	\$35.00		\$14,607.06
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$14,676.06
06/10/2024	Late Fee - Late Charges	\$10.00		\$14,686.06
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$14,701.06
07/01/2024	Dues - Maintenance Fee	\$35.00		\$14,736.06
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$14,805.06
08/01/2024	Dues - Maintenance Fee	\$35.00		\$14,840.06
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$14,909.06
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$14,924.06
08/10/2024	Late Fee - Late Charges	\$10.00		\$14,934.06
09/01/2024	Dues - Maintenance Fee	\$35.00		\$14,969.06
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$15,038.06
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$15,053.06
09/10/2024	Late Fee - Late Charges	\$10.00		\$15,063.06
10/01/2024	Dues - Maintenance Fee	\$35.00		\$15,098.06
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$15,167.06
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$15,182.06
10/10/2024	Late Fee - Late Charges	\$10.00		\$15,192.06
Association Ledger Balance: \$0.00		Owner Balance <b>\$15,192.06</b>		

Statement generated by the ONYX Case Management System (id:15244)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1378 Kekahili St., Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
01/01/2016	Dues - Maintenance Fee	\$30.00		\$30.00
01/13/2016	Late Fee - Late Charges	\$10.00		\$40.00
02/01/2016	Dues - Maintenance Fee	\$30.00		\$70.00
02/13/2016	Late Fee - Late Charges	\$10.00		\$80.00
03/01/2016	Dues - Maintenance Fee	\$30.00		\$110.00
03/13/2016	Late Fee - Late Charges	\$10.00		\$120.00
04/01/2016	Dues - Maintenance Fee	\$30.00		\$150.00
04/13/2016	Late Fee - Late Charges	\$10.00		\$160.00
05/01/2016	Dues - Maintenance Fee	\$30.00		\$190.00
05/13/2016	Late Fee - Late Charges	\$10.00		\$200.00
06/01/2016	Dues - Maintenance Fee	\$30.00		\$230.00
06/13/2016	Late Fee - Late Charges	\$10.00		\$240.00
07/01/2016	Dues - Maintenance Fee	\$30.00		\$270.00
07/13/2016	Late Fee - Late Charges	\$10.00		\$280.00
07/22/2016	Fine - Fines	\$25.00		\$305.00
08/01/2016	Dues - Maintenance Fee	\$30.00		\$335.00
08/10/2016	Fine - Fines	\$50.00		\$385.00
08/13/2016	Late Fee - Late Charges	\$10.00		\$395.00
09/01/2016	Dues - Maintenance Fee	\$30.00		\$425.00
09/02/2016	Legal Fee - Legal Fee Reimbursement	\$108.88		\$533.88
09/13/2016	Late Fee - Late Charges	\$10.00		\$543.88
10/01/2016	Dues - Maintenance Fee	\$30.00		\$573.88
10/13/2016	Late Fee - Late Charges	\$10.00		\$583.88
10/18/2016	CHECK		\$4.17	\$579.71
11/01/2016	Dues - Maintenance Fee	\$30.00		\$609.71
11/13/2016	Late Fee - Late Charges	\$10.00		\$619.71
11/14/2016	CHECK		\$4.90	\$614.81
12/01/2016	Dues - Maintenance Fee	\$30.00		\$644.81
12/13/2016	Late Fee - Late Charges	\$10.00		\$654.81
01/01/2017	Dues - Maintenance Fee	\$30.00		\$684.81
01/13/2017	Late Fee - Late Charges	\$10.00		\$694.81
02/01/2017	Dues - Maintenance Fee	\$30.00		\$724.81
02/13/2017	Late Fee - Late Charges	\$10.00		\$734.81
03/01/2017	Dues - Maintenance Fee	\$30.00		\$764.81
03/13/2017	Late Fee - Late Charges	\$10.00		\$774.81
04/01/2017	Dues - Maintenance Fee	\$30.00		\$804.81
04/10/2017	Legal Fee - Legal Fee Reimbursement	\$314.14		\$1,118.95
04/13/2017	Late Fee - Late Charges	\$10.00		\$1,128.95
05/01/2017	Dues - Maintenance Fee	\$30.00		\$1,158.95
05/13/2017	Late Fee - Late Charges	\$10.00		\$1,168.95
06/01/2017	Dues - Maintenance Fee	\$30.00		\$1,198.95
06/13/2017	Late Fee - Late Charges	\$10.00		\$1,208.95
07/01/2017	Dues - Maintenance Fee	\$30.00		\$1,238.95
07/13/2017	Late Fee - Late Charges	\$10.00		\$1,248.95
08/01/2017	Dues - Maintenance Fee	\$30.00		\$1,278.95
08/13/2017	Late Fee - Late Charges	\$10.00		\$1,288.95
09/01/2017	Dues - Maintenance Fee	\$30.00		\$1,318.95
09/13/2017	Late Fee - Late Charges	\$10.00		\$1,328.95
10/01/2017	Dues - Maintenance Fee	\$30.00		\$1,358.95
10/13/2017	Late Fee - Late Charges	\$10.00		\$1,368.95
11/01/2017	Dues - Maintenance Fee	\$30.00		\$1,398.95
11/13/2017	Late Fee - Late Charges	\$10.00		\$1,408.95
12/01/2017	Dues - Maintenance Fee	\$30.00		\$1,438.95

12/13/2017	Late Fee - Late Charges	\$10.00		\$1,448.95
01/01/2018	Dues - Maintenance Fee	\$30.00		\$1,478.95
01/13/2018	Late Fee - Late Charges	\$10.00		\$1,488.95
02/01/2018	Dues - Maintenance Fee	\$30.00		\$1,518.95
02/13/2018	Late Fee - Late Charges	\$10.00		\$1,528.95
03/01/2018	Dues - Maintenance Fee	\$30.00		\$1,558.95
03/13/2018	Late Fee - Late Charges	\$10.00		\$1,568.95
04/01/2018	Dues - Maintenance Fee	\$30.00		\$1,598.95
04/13/2018	Late Fee - Late Charges	\$10.00		\$1,608.95
05/01/2018	Dues - Maintenance Fee	\$30.00		\$1,638.95
05/13/2018	Late Fee - Late Charges	\$10.00		\$1,648.95
06/01/2018	Dues - Maintenance Fee	\$30.00		\$1,678.95
06/13/2018	Late Fee - Late Charges	\$10.00		\$1,688.95
07/01/2018	Dues - Maintenance Fee	\$30.00		\$1,718.95
07/13/2018	Late Fee - Late Charges	\$10.00		\$1,728.95
08/01/2018	Dues - Maintenance Fee	\$30.00		\$1,758.95
08/13/2018	Late Fee - Late Charges	\$10.00		\$1,768.95
09/01/2018	Dues - Maintenance Fee	\$30.00		\$1,798.95
09/13/2018	Late Fee - Late Charges	\$10.00		\$1,808.95
10/01/2018	Dues - Maintenance Fee	\$30.00		\$1,838.95
10/13/2018	Late Fee - Late Charges	\$10.00		\$1,848.95
11/01/2018	Dues - Maintenance Fee	\$30.00		\$1,878.95
11/13/2018	Late Fee - Late Charges	\$10.00		\$1,888.95
12/01/2018	Dues - Maintenance Fee	\$30.00		\$1,918.95
12/13/2018	Late Fee - Late Charges	\$10.00		\$1,928.95
01/01/2019	Dues - Maintenance Fee	\$30.00		\$1,958.95
01/13/2019	Late Fee - Late Charges	\$10.00		\$1,968.95
01/16/2019	CHECK		\$30.00	\$1,938.95
02/01/2019	Dues - Maintenance Fee	\$30.00		\$1,968.95
02/13/2019	Late Fee - Late Charges	\$10.00		\$1,978.95
02/15/2019	CHECK		\$30.00	\$1,948.95
03/01/2019	Dues - Maintenance Fee	\$30.00		\$1,978.95
03/13/2019	Late Fee - Late Charges	\$10.00		\$1,988.95
04/01/2019	Dues - Maintenance Fee	\$30.00		\$2,018.95
04/13/2019	Late Fee - Late Charges	\$10.00		\$2,028.95
05/01/2019	Dues - Maintenance Fee	\$30.00		\$2,058.95
05/13/2019	Late Fee - Late Charges	\$10.00		\$2,068.95
06/01/2019	Dues - Maintenance Fee	\$30.00		\$2,098.95
06/13/2019	Late Fee - Late Charges	\$10.00		\$2,108.95
07/01/2019	Dues - Maintenance Fee	\$30.00		\$2,138.95
07/13/2019	Late Fee - Late Charges	\$10.00		\$2,148.95
07/17/2019	Legal Fee - Legal Fee Reimbursement	\$244.58		\$2,393.53
08/01/2019	Dues - Maintenance Fee	\$30.00		\$2,423.53
08/13/2019	Late Fee - Late Charges	\$10.00		\$2,433.53
09/01/2019	Dues - Maintenance Fee	\$30.00		\$2,463.53
09/13/2019	Late Fee - Late Charges	\$10.00		\$2,473.53
10/01/2019	Dues - Maintenance Fee	\$30.00		\$2,503.53
10/04/2019	Legal Fee - Legal Fee Reimbursement	\$207.93		\$2,711.46
10/13/2019	Late Fee - Late Charges	\$10.00		\$2,721.46
10/18/2019	Legal Fee - Legal Fee Reimbursement	\$26.18		\$2,747.64
11/01/2019	Dues - Maintenance Fee	\$30.00		\$2,777.64
11/13/2019	Late Fee - Late Charges	\$10.00		\$2,787.64
12/01/2019	Dues - Maintenance Fee	\$30.00		\$2,817.64
12/13/2019	Late Fee - Late Charges	\$10.00		\$2,827.64
12/31/2019	Legal Fee - Legal Fee Reimbursement	\$13.09		\$2,840.73
01/01/2020	Dues - Maintenance Fee	\$35.00		\$2,875.73
01/13/2020	Late Fee - Late Charges	\$10.00		\$2,885.73
02/01/2020	Dues - Maintenance Fee	\$35.00		\$2,920.73
02/13/2020	Late Fee - Late Charges	\$10.00		\$2,930.73
02/14/2020	Legal Fee - Legal Fee Reimbursement	\$13.09		\$2,943.82
03/01/2020	Dues - Maintenance Fee	\$35.00		\$2,978.82
03/13/2020	Late Fee - Late Charges	\$10.00		\$2,988.82
04/01/2020	Dues - Maintenance Fee	\$35.00		\$3,023.82
04/13/2020	Late Fee - Late Charges	\$10.00		\$3,033.82
04/30/2020	Waiver - 04/2020 WAIVED PER BOARD		\$10.00	\$3,023.82
05/01/2020	Dues - Maintenance Fee	\$35.00		\$3,058.82
05/12/2020	Waiver - Waived Per Board		\$10.00	\$3,048.82

05/13/2020	Late Fee - Late Charges	\$10.00		\$3,058.82
06/01/2020	Dues - Maintenance Fee	\$35.00		\$3,093.82
06/13/2020	Late Fee - Late Charges	\$10.00		\$3,103.82
06/19/2020	Legal Fee - Legal Fee Reimbursement	\$51.31		\$3,155.13
07/01/2020	Dues - Maintenance Fee	\$35.00		\$3,190.13
07/13/2020	Late Fee - Late Charges	\$10.00		\$3,200.13
07/13/2020	Waiver - 07/2020 WAIVED PER BOARD		\$10.00	\$3,190.13
07/15/2020	Waiver - 06/2020 WAIVED PER BOARD		\$10.00	\$3,180.13
08/01/2020	Dues - Maintenance Fee	\$35.00		\$3,215.13
08/11/2020	Waiver - 08/2020 Waiver Per Board		\$10.00	\$3,205.13
08/13/2020	Late Fee - Late Charges	\$10.00		\$3,215.13
09/01/2020	Dues - Maintenance Fee	\$35.00		\$3,250.13
09/13/2020	Late Fee - Late Charges	\$10.00		\$3,260.13
10/01/2020	Dues - Maintenance Fee	\$35.00		\$3,295.13
10/13/2020	Late Fee - Late Charges	\$10.00		\$3,305.13
10/23/2020	Legal Fee - Legal Fee Reimbursement	\$13.09		\$3,318.22
11/01/2020	Dues - Maintenance Fee	\$35.00		\$3,353.22
11/13/2020	Late Fee - Late Charges	\$10.00		\$3,363.22
12/01/2020	Dues - Maintenance Fee	\$35.00		\$3,398.22
12/13/2020	Late Fee - Late Charges	\$10.00		\$3,408.22
01/01/2021	Dues - Maintenance Fee	\$35.00		\$3,443.22
01/13/2021	Late Fee - Late Charges	\$10.00		\$3,453.22
02/01/2021	Dues - Maintenance Fee	\$35.00		\$3,488.22
02/13/2021	Late Fee - Late Charges	\$10.00		\$3,498.22
03/01/2021	Dues - Maintenance Fee	\$35.00		\$3,533.22
03/13/2021	Late Fee - Late Charges	\$10.00		\$3,543.22
04/01/2021	Dues - Maintenance Fee	\$35.00		\$3,578.22
04/13/2021	Late Fee - Late Charges	\$10.00		\$3,588.22
05/01/2021	Dues - Maintenance Fee	\$35.00		\$3,623.22
05/13/2021	Late Fee - Late Charges	\$10.00		\$3,633.22
06/01/2021	Dues - Maintenance Fee	\$35.00		\$3,668.22
06/13/2021	Late Fee - Late Charges	\$10.00		\$3,678.22
07/01/2021	Dues - Maintenance Fee	\$35.00		\$3,713.22
07/09/2021	Legal Fee - Legal Fee Reimbursement	\$13.09		\$3,726.31
07/13/2021	Late Fee - Late Charges	\$10.00		\$3,736.31
08/01/2021	Dues - Maintenance Fee	\$35.00		\$3,771.31
08/04/2021	Legal Fee - Legal Fee Reimbursement	\$52.36		\$3,823.67
08/04/2021	Waiver - ADJ M&R INV #34939		\$4.17	\$3,819.50
08/13/2021	Late Fee - Late Charges	\$10.00		\$3,829.50
09/01/2021	Dues - Maintenance Fee	\$35.00		\$3,864.50
09/13/2021	Late Fee - Late Charges	\$10.00		\$3,874.50
10/01/2021	Dues - Maintenance Fee	\$35.00		\$3,909.50
10/13/2021	Late Fee - Late Charges	\$10.00		\$3,919.50
10/29/2021	Legal Fee - Legal Fee Reimbursement	\$10.47		\$3,929.97
11/01/2021	Dues - Maintenance Fee	\$35.00		\$3,964.97
11/13/2021	Late Fee - Late Charges	\$10.00		\$3,974.97
12/01/2021	Dues - Maintenance Fee	\$35.00		\$4,009.97
12/13/2021	Late Fee - Late Charges	\$10.00		\$4,019.97
12/17/2021	Legal Fee - Legal Fee Reimbursement	\$26.18		\$4,046.15
01/01/2022	Dues - Maintenance Fee	\$35.00		\$4,081.15
01/13/2022	Late Fee - Late Charges	\$10.00		\$4,091.15
02/01/2022	Dues - Maintenance Fee	\$35.00		\$4,126.15
02/11/2022	Legal Fee - Legal Fee Reimbursement	\$684.26		\$4,810.41
02/13/2022	Late Fee - Late Charges	\$10.00		\$4,820.41
03/01/2022	Dues - Maintenance Fee	\$35.00		\$4,855.41
03/11/2022	Legal Fee - Legal Fee Reimbursement	\$388.58		\$5,243.99
03/13/2022	Late Fee - Late Charges	\$10.00		\$5,253.99
04/01/2022	Dues - Maintenance Fee	\$35.00		\$5,288.99
04/08/2022	Legal Fee - Legal Fee Reimbursement	\$252.57		\$5,541.56
04/13/2022	Late Fee - Late Charges	\$10.00		\$5,551.56
05/01/2022	Dues - Maintenance Fee	\$35.00		\$5,586.56
05/06/2022	Legal Fee - Legal Fee Reimbursement	\$13.09		\$5,599.65
05/13/2022	Late Fee - Late Charges	\$10.00		\$5,609.65
06/01/2022	Dues - Maintenance Fee	\$35.00		\$5,644.65
06/13/2022	Late Fee - Late Charges	\$10.00		\$5,654.65
07/01/2022	Dues - Maintenance Fee	\$35.00		\$5,689.65
07/13/2022	Late Fee - Late Charges	\$10.00		\$5,699.65

08/01/2022	Dues - Maintenance Fee	\$35.00	\$5,734.65
08/05/2022	Legal Fee - Legal Fee Reimbursement	\$1,539.79	\$7,274.44
08/13/2022	Late Fee - Late Charges	\$10.00	\$7,284.44
09/01/2022	Dues - Maintenance Fee	\$35.00	\$7,319.44
09/09/2022	Legal Fee - Legal Fee Reimbursement	\$189.53	\$7,508.97
09/13/2022	Late Fee - Late Charges	\$10.00	\$7,518.97
09/21/2022	Legal Fee - Legal Fee Reimbursement	\$388.73	\$7,907.70
09/21/2022	Legal Fee - Legal Fee Reimbursement	\$189.53	\$8,097.23
10/01/2022	Dues - Maintenance Fee	\$35.00	\$8,132.23
10/13/2022	Late Fee - Late Charges	\$10.00	\$8,142.23
11/01/2022	Dues - Maintenance Fee	\$35.00	\$8,177.23
11/13/2022	Late Fee - Late Charges	\$10.00	\$8,187.23
12/01/2022	Dues - Maintenance Fee	\$35.00	\$8,222.23
12/13/2022	Late Fee - Late Charges	\$10.00	\$8,232.23
01/01/2023	Dues - Maintenance Fee	\$35.00	\$8,267.23
01/03/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$295.00	\$8,562.23
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$8,563.23
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$7.00	\$8,570.23
01/11/2023	Late Fee - Late Charges	\$10.00	\$8,580.23
01/27/2023	Legal Collection Fee - Loss of Assessments remedy: Payment Plan possibility 1 year or less since Association is not legally authorized to loan money for more than one year; Possible conventional sale of the unit; Re-mortgage; Home equity loan? Other loan; Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession; rent diversion possibility; reach-out to Obligor; Recommendation available to Board of Directors	\$695.00	\$9,275.23
02/01/2023	Dues - Maintenance Fee	\$35.00	\$9,310.23
02/13/2023	Late Fee - Late Charges	\$10.00	\$9,320.23
03/01/2023	Dues - Maintenance Fee	\$35.00	\$9,355.23
03/02/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$9,480.23
03/02/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00	\$9,489.23
03/02/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$9,490.23
03/11/2023	Late Fee - Late Charges	\$10.00	\$9,500.23
04/01/2023	Dues - Maintenance Fee	\$35.00	\$9,535.23
04/11/2023	Late Fee - Late Charges	\$10.00	\$9,545.23
04/21/2023	Legal Collection Fee - Identify and locate security interests with their priority, analysis of Association claim, estimate fair market value of security interests and unit value, position of Association compared to other junior and senior Liens, estimate time to possession and then net value, evaluate rent diversion possibility, Timing Recommendation available to Board of Directors.	\$580.00	\$10,125.23
05/01/2023	Dues - Maintenance Fee	\$35.00	\$10,160.23
05/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$10,229.23
05/10/2023	Late Fee - Late Charges	\$10.00	\$10,239.23
05/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$10,254.23
06/01/2023	Dues - Maintenance Fee	\$35.00	\$10,289.23
06/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$10,358.23
06/10/2023	Late Fee - Late Charges	\$10.00	\$10,368.23
06/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$10,383.23
07/01/2023	Dues - Maintenance Fee	\$35.00	\$10,418.23
07/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$10,487.23
07/10/2023	Late Fee - Late Charges	\$10.00	\$10,497.23
07/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$10,512.23
08/01/2023	Dues - Maintenance Fee	\$35.00	\$10,547.23
08/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$10,616.23
08/10/2023	Late Fee - Late Charges	\$10.00	\$10,626.23
08/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$10,641.23
09/01/2023	Dues - Maintenance Fee	\$35.00	\$10,676.23
09/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$10,745.23
09/10/2023	Late Fee - Late Charges	\$10.00	\$10,755.23
09/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$10,770.23
09/29/2023	Legal Collection Fee - Review assumpsit case and judgment.	\$66.67	\$10,836.90
09/29/2023	Legal Collection Expense - eCourt Kokua Documents	\$6.16	\$10,843.06



10/01/2023	Dues - Maintenance Fee	\$35.00		\$10,878.06
10/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$10,947.06
10/10/2023	Late Fee - Late Charges	\$10.00		\$10,957.06
10/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$10,972.06
11/01/2023	Dues - Maintenance Fee	\$35.00		\$11,007.06
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,076.06
11/10/2023	Late Fee - Late Charges	\$10.00		\$11,086.06
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,101.06
12/01/2023	Dues - Maintenance Fee	\$35.00		\$11,136.06
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,205.06
12/10/2023	Late Fee - Late Charges	\$10.00		\$11,215.06
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,230.06
01/01/2024	Dues - Maintenance Fee	\$35.00		\$11,265.06
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,334.06
01/10/2024	Late Fee - Late Charges	\$10.00		\$11,344.06
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,359.06
02/01/2024	Dues - Maintenance Fee	\$35.00		\$11,394.06
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,463.06
02/10/2024	Late Fee - Late Charges	\$10.00		\$11,473.06
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,488.06
03/01/2024	Dues - Maintenance Fee	\$35.00		\$11,523.06
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,592.06
03/10/2024	Late Fee - Late Charges	\$10.00		\$11,602.06
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,617.06
04/01/2024	Dues - Maintenance Fee	\$35.00		\$11,652.06
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$11,721.06
04/10/2024	Late Fee - Late Charges	\$10.00		\$11,731.06
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$11,746.06
05/01/2024	Dues - Maintenance Fee	\$35.00		\$11,781.06
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$11,850.06
05/10/2024	Late Fee - Late Charges	\$10.00		\$11,860.06
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$11,875.06
06/01/2024	Dues - Maintenance Fee	\$35.00		\$11,910.06
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$11,979.06
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$11,994.06
06/10/2024	Late Fee - Late Charges	\$10.00		\$12,004.06
07/01/2024	Dues - Maintenance Fee	\$35.00		\$12,039.06
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,108.06
07/11/2024	Late Fee - Late Fee	\$10.00		\$12,118.06
08/01/2024	Dues - Maintenance Fee	\$35.00		\$12,153.06
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,222.06
08/10/2024	Late Fee - Late Charges	\$10.00		\$12,232.06
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,247.06
09/01/2024	Dues - Maintenance Fee	\$35.00		\$12,282.06
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,351.06
09/10/2024	Late Fee - Late Charges	\$10.00		\$12,361.06
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,376.06
10/01/2024	Dues - Maintenance Fee	\$35.00		\$12,411.06
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,480.06
10/10/2024	Late Fee - Late Charges	\$10.00		\$12,490.06
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,505.06
Association Ledger Balance: \$0.00		Owner Balance \$12,505.06		

Statement generated by the ONYX Case Management System (id:15250)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1088 Kahalepouli St., Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
01/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$30.00
01/22/2015	Late Fee - Prior Agent Bal	\$180.00		\$210.00
01/22/2015	Legal Fee - Legal Fee Reimb; Prior Agent Bal	\$104.71		\$314.71
01/22/2015	Dues - Maintenance Fee; Prior Agent Bal	\$825.00		\$1,139.71
02/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,169.71
03/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,199.71
04/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,229.71
05/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,259.71
05/05/2015	Waiver - RC WAIVED 04/14-07/14 LF		\$40.00	\$1,219.71
06/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,249.71
07/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,279.71
07/13/2015	Late Fee - LATE CHARGES	\$10.00		\$1,289.71
08/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,319.71
08/13/2015	Late Fee - LATE CHARGES	\$10.00		\$1,329.71
09/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,359.71
09/13/2015	Late Fee - LATE CHARGES	\$10.00		\$1,369.71
10/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,399.71
10/13/2015	Late Fee - LATE CHARGES	\$10.00		\$1,409.71
11/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,439.71
11/13/2015	Late Fee - LATE CHARGES	\$10.00		\$1,449.71
12/01/2015	Association Other Fee - Maintenance Fee	\$30.00		\$1,479.71
12/13/2015	Late Fee - LATE CHARGES	\$10.00		\$1,489.71
01/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,519.71
01/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,529.71
01/22/2016	Legal Fee - Legal Fee Reimb	\$104.71		\$1,634.42
02/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,664.42
02/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,674.42
03/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,704.42
03/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,714.42
04/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,744.42
04/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,754.42
05/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,784.42
05/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,794.42
06/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,824.42
06/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,834.42
07/01/2016	Legal Fee - Legal Fee Reimb	\$35.08		\$1,869.50
07/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,899.50
07/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,909.50
08/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$1,939.50
08/13/2016	Late Fee - LATE CHARGES	\$10.00		\$1,949.50
08/18/2016	Legal Fee - Legal Fee Reimb	\$37.70		\$1,987.20
09/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$2,017.20
09/02/2016	Legal Fee - Legal fee Reimbursement	\$81.68		\$2,098.88
09/13/2016	Late Fee - LATE CHARGES	\$10.00		\$2,108.88
10/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$2,138.88
10/13/2016	Late Fee - LATE CHARGES	\$10.00		\$2,148.88
11/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$2,178.88
11/13/2016	Late Fee - LATE CHARGES	\$10.00		\$2,188.88
12/01/2016	Association Other Fee - Maintenance Fee	\$30.00		\$2,218.88
12/13/2016	Late Fee - LATE CHARGES	\$10.00		\$2,228.88
01/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,258.88
01/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,268.88
02/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,298.88

02/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,308.88
03/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,338.88
03/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,348.88
04/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,378.88
04/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,388.88
05/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,418.88
05/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,428.88
06/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,458.88
06/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,468.88
07/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,498.88
07/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,508.88
08/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,538.88
08/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,548.88
09/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,578.88
09/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,588.88
10/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,618.88
10/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,628.88
11/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,658.88
11/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,668.88
12/01/2017	Association Other Fee - Maintenance Fee	\$30.00		\$2,698.88
12/13/2017	Late Fee - LATE CHARGES	\$10.00		\$2,708.88
01/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$2,738.88
01/13/2018	Late Fee - LATE CHARGES	\$10.00		\$2,748.88
02/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$2,778.88
02/13/2018	Late Fee - LATE CHARGES	\$10.00		\$2,788.88
03/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$2,818.88
03/13/2018	Late Fee - LATE CHARGES	\$10.00		\$2,828.88
04/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$2,858.88
04/13/2018	Late Fee - LATE CHARGES	\$10.00		\$2,868.88
05/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$2,898.88
05/13/2018	Late Fee - LATE CHARGES	\$10.00		\$2,908.88
06/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$2,938.88
06/13/2018	Late Fee - LATE CHARGES	\$10.00		\$2,948.88
07/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$2,978.88
07/13/2018	Late Fee - LATE CHARGES	\$10.00		\$2,988.88
08/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$3,018.88
08/13/2018	Late Fee - LATE CHARGES	\$10.00		\$3,028.88
09/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$3,058.88
09/13/2018	Late Fee - LATE CHARGES	\$10.00		\$3,068.88
10/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$3,098.88
10/13/2018	Late Fee - LATE CHARGES	\$10.00		\$3,108.88
11/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$3,138.88
11/13/2018	Late Fee - LATE CHARGES	\$10.00		\$3,148.88
11/30/2018	Legal Fee - Legal fee Reimbursement	\$38.74		\$3,187.62
12/01/2018	Association Other Fee - Maintenance Fee	\$30.00		\$3,217.62
12/13/2018	Late Fee - LATE CHARGES	\$10.00		\$3,227.62
01/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,257.62
01/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,267.62
02/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,297.62
02/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,307.62
03/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,337.62
03/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,347.62
04/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,377.62
04/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,387.62
05/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,417.62
05/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,427.62
06/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,457.62
06/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,467.62
07/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,497.62
07/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,507.62
08/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,537.62
08/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,547.62
09/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,577.62
09/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,587.62
09/16/2019	Waiver - RVRS B#1688973		\$104.71	\$3,482.91
10/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,512.91
10/04/2019	Legal Fee - Legal Fee Reimb	\$378.00		\$3,890.91

10/04/2019	DIRECT TO ASSOC 495		\$380.00	\$3,510.91
10/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,520.91
10/18/2019	Legal Fee - Legal fee Reimbursement	\$62.83		\$3,583.74
11/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,613.74
11/07/2019	DIRECT TO ASSOC 496		\$380.00	\$3,233.74
11/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,243.74
11/22/2019	Fine - C/B 11/20 ARTCL VI Sec 6.08	\$25.00		\$3,268.74
12/01/2019	Association Other Fee - Maintenance Fee	\$30.00		\$3,298.74
12/13/2019	Late Fee - LATE CHARGES	\$10.00		\$3,308.74
12/31/2019	Legal Fee - Legal Fee Reimbursement	\$16.63		\$3,325.37
01/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$3,360.37
01/13/2020	Late Fee - LATE CHARGES	\$10.00		\$3,370.37
01/24/2020	Fine - 2ND NTC 1/22 ARTC VI Sec 6.6	\$25.00		\$3,395.37
01/24/2020	Late Fee - Legal Fee Reimbursement	\$16.63		\$3,412.00
02/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$3,447.00
02/13/2020	Late Fee - LATE CHARGES	\$10.00		\$3,457.00
02/14/2020	Fine - 2ND NTC 1/22 ARTC VI Sec 6.6	\$50.00		\$3,507.00
02/14/2020	Late Fee - Legal Fee Reimbursement	\$523.16		\$4,030.16
03/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,065.16
03/06/2020	Legal Fee - Legal Fee Reimbursement	\$51.50		\$4,116.66
03/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,126.66
04/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,161.66
04/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,171.66
04/30/2020	Waiver - Waived per board		\$10.00	\$4,161.66
05/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,196.66
05/12/2020	Waiver - Late fee waived		\$10.00	\$4,186.66
05/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,196.66
06/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,231.66
06/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,241.66
07/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,276.66
07/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,286.66
07/13/2020	Waiver - RC WAIVED		\$10.00	\$4,276.66
07/15/2020	Waiver - Waived Late Fee		\$10.00	\$4,266.66
08/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,301.66
08/11/2020	Waiver - Late fee waived		\$10.00	\$4,291.66
08/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,301.66
09/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,336.66
09/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,346.66
10/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,381.66
10/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,391.66
10/23/2020	Legal Fee - Legal Fee Reimbursement	\$294.20		\$4,685.86
11/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,720.86
11/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,730.86
12/01/2020	Association Other Fee - Maintenance Fee	\$35.00		\$4,765.86
12/13/2020	Late Fee - LATE CHARGES	\$10.00		\$4,775.86
01/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$4,810.86
01/13/2021	Late Fee - LATE CHARGES	\$10.00		\$4,820.86
02/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$4,855.86
02/10/2021	DIRECT TO ASSOC LBX 02/10/2021		\$105.00	\$4,750.86
02/13/2021	Late Fee - LATE CHARGES	\$10.00		\$4,760.86
02/26/2021	Legal Fee - Legal Fee Reimbursement	\$41.88		\$4,802.74
03/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$4,837.74
03/13/2021	Late Fee - LATE CHARGES	\$10.00		\$4,847.74
04/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$4,882.74
04/13/2021	Late Fee - LATE CHARGES	\$10.00		\$4,892.74
05/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$4,927.74
05/13/2021	Late Fee - LATE CHARGES	\$10.00		\$4,937.74
06/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$4,972.74
06/13/2021	Late Fee - LATE CHARGES	\$10.00		\$4,982.74
07/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$5,017.74
07/09/2021	Legal Fee - Legal Fee Reimbursement	\$13.09		\$5,030.83
07/13/2021	Late Fee - LATE CHARGES	\$10.00		\$5,040.83
08/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$5,075.83
08/13/2021	Late Fee - LATE CHARGES	\$10.00		\$5,085.83
09/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$5,120.83
09/13/2021	Late Fee - LATE CHARGES	\$10.00		\$5,130.83
10/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$5,165.83

10/13/2021	Late Fee - LATE CHARGES	\$10.00		\$5,175.83
10/29/2021	Legal Fee - Legal Fee Reimbursement	\$166.80		\$5,342.63
11/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$5,377.63
11/12/2021	Waiver - Late Charges Write Off		\$190.00	\$5,187.63
11/12/2021	Waiver - Legal Fee Write Off		\$104.71	\$5,082.92
11/12/2021	Waiver - Maintenance fee write off		\$1,155.00	\$3,927.92
11/13/2021	Late Fee - LATE CHARGES	\$10.00		\$3,937.92
12/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$3,972.92
12/13/2021	Late Fee - LATE CHARGES	\$10.00		\$3,982.92
12/17/2021	Legal Fee - Legal Fee Reimbursement	\$251.18		\$4,234.10
01/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$4,269.10
01/13/2022	Late Fee - LATE CHARGES	\$10.00		\$4,279.10
02/01/2022	Legal Fee - Legal Fee Reimbursement	\$395.81		\$4,674.91
02/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$4,709.91
02/11/2022	Legal Fee - Legal Fee Reimbursement	\$261.54		\$4,971.45
02/13/2022	Late Fee - LATE CHARGES	\$10.00		\$4,981.45
03/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$5,016.45
03/11/2022	Legal Fee - Legal Fee Reimbursement	\$28.27		\$5,044.72
03/13/2022	Late Fee - LATE CHARGES	\$10.00		\$5,054.72
04/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$5,089.72
04/08/2022	Legal Fee - Legal Fee Reimbursement	\$237.43		\$5,327.15
04/13/2022	Late Fee - LATE CHARGES	\$10.00		\$5,337.15
05/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$5,372.15
05/06/2022	Legal Fee - Legal Fee Reimbursement	\$292.88		\$5,665.03
05/13/2022	Late Fee - LATE CHARGES	\$10.00		\$5,675.03
06/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$5,710.03
06/13/2022	Late Fee - LATE CHARGES	\$10.00		\$5,720.03
07/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$5,755.03
07/13/2022	Late Fee - LATE CHARGES	\$10.00		\$5,765.03
08/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$5,800.03
08/05/2022	Legal Fee - Legal Fee Reimbursement	\$2,266.86		\$8,066.89
08/13/2022	Late Fee - LATE CHARGES	\$10.00		\$8,076.89
09/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$8,111.89
09/09/2022	Legal Fee - Legal Fee Reimbursement	\$265.97		\$8,377.86
09/13/2022	Late Fee - LATE CHARGES	\$10.00		\$8,387.86
09/21/2022	Legal Fee - Legal Fee Reimbursement	\$219.76		\$8,607.62
09/21/2022	Legal Fee - Legal Fee Reimbursement	\$265.97		\$8,873.59
09/21/2022	Legal Fee - Legal Fee Reimbursement	\$271.67		\$9,145.26
09/21/2022	Legal Fee - Legal Fee Reimbursement	\$0.22		\$9,145.48
09/21/2022	Legal Fee - Legal Fee Reimbursement	\$2.43		\$9,147.91
09/21/2022	Waiver - Legal fee reimbursement RVRS M&R INV		\$523.16	\$8,624.75
10/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$8,659.75
10/13/2022	Late Fee - LATE CHARGES	\$10.00		\$8,669.75
11/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$8,704.75
11/13/2022	Late Fee - LATE CHARGES	\$10.00		\$8,714.75
12/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$8,749.75
12/12/2022	Late Fee - Late Fee	\$10.00		\$8,759.75
12/16/2022	Legal Fee - Legal Fee Reimbursment	\$10.47		\$8,770.22
01/01/2023	Dues - Maintenance Fee	\$35.00		\$8,805.22
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$7.00		\$8,812.22
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$8,813.22
01/03/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$295.00		\$9,108.22
01/11/2023	Late Fee - Late Fee	\$10.00		\$9,118.22
01/12/2023	Legal Collection Fee - In addressing remedy for Community Association loss of delinquent Assessments, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the delinquent owner as a preferred remedy. Other possibilities are Re-Mortgage, Home equity loan, or Other loan. Alternative resolution is a Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed for delinquent owner to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a	\$695.00		\$9,813.22

	corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are a cash source legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs in cash. The Association tries to avoid conflicting interests, of using money from owners who pay assessments timely, to pay for Association cash obligations incurred originating from delinquent assessment owners. Recommendation available to the Board of Directors.			
02/01/2023	Dues - Maint Fee	\$35.00		\$9,848.22
02/13/2023	Late Fee - Late Fee	\$10.00		\$9,858.22
03/01/2023	Dues - Maint Fee	\$35.00		\$9,893.22
03/02/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$9,894.22
03/02/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00		\$9,903.22
03/02/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$10,028.22
03/13/2023	Late Fee - Late Fee	\$10.00		\$10,038.22
03/29/2023	Legal Collection Fee - Identify and locate security interests with their priority, analysis of Association claim, estimate fair market value of security interests and unit value, position of Association compared to other junior and senior Liens, estimate time to possession and then net value, evaluate rent diversion possibility, Timing Recommendation available to Board of Directors.	\$595.00		\$10,633.22
04/01/2023	Dues - Maintenance Fee	\$35.00		\$10,668.22
04/11/2023	Late Fee - Late Fee	\$10.00		\$10,678.22
05/01/2023	Dues - Maintenance Fee	\$35.00		\$10,713.22
05/11/2023	Late Fee - Late Fee	\$10.00		\$10,723.22
05/16/2023	DIRECT TO ASSOC LB10		\$210.00	\$10,513.22
06/01/2023	Dues - Maintenance Fee	\$35.00		\$10,548.22
06/11/2023	Late Fee - Late Fee	\$10.00		\$10,558.22
06/27/2023	Fine - FINE NTC2 6/22/23 CAR	\$25.00		\$10,583.22
07/01/2023	Dues - Maintenance Fee	\$35.00		\$10,618.22
07/11/2023	Late Fee - Late Fee	\$10.00		\$10,628.22
07/21/2023	Fine - FINE NTC3 7/20/23 CAR PARKED	\$50.00		\$10,678.22
08/01/2023	Dues - Maintenance Fee	\$35.00		\$10,713.22
08/11/2023	Late Fee - Late Fee	\$10.00		\$10,723.22
09/01/2023	Dues - Maintenance Fee	\$35.00		\$10,758.22
09/12/2023	Late Fee - Late Fee	\$10.00		\$10,768.22
09/28/2023	VISA 14439555		\$100.00	\$10,668.22
09/29/2023	Legal Collection Expense - eCourt Kookua Documents	\$6.16		\$10,674.38
09/29/2023	Legal Collection Fee - Review assumpsit case and judgment.	\$33.33		\$10,707.71
10/01/2023	Dues - Maintenance Fee	\$35.00		\$10,742.71
10/03/2023	Legal Collection Fee - Identify and locate initial Exhibits, Complaint paragraphs selection; security interest priority ladder reviewed with extinguishment of Association security interest and likely net-equity estimated at pin-pointed timing; "when to file" Summons and Complaint Recommendation available to Board of Directors.	\$540.00		\$11,282.71
10/11/2023	Late Fee - Late Fee	\$10.00		\$11,292.71
11/01/2023	Dues - Maintenance Fee	\$35.00		\$11,327.71
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,396.71
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,411.71
11/10/2023	Late Fee - Late Charges	\$10.00		\$11,421.71
12/01/2023	Dues - Maintenance Fee	\$35.00		\$11,456.71
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,525.71
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,540.71
12/10/2023	Late Fee - Late Charges	\$10.00		\$11,550.71
01/01/2024	Dues - Maintenance Fee	\$35.00		\$11,585.71
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,654.71
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,669.71
01/10/2024	Late Fee - Late Charges	\$10.00		\$11,679.71
02/01/2024	Dues - Maintenance Fee	\$35.00		\$11,714.71
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,783.71
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,798.71
02/10/2024	Late Fee - Late Charges	\$10.00		\$11,808.71
03/01/2024	Dues - Maintenance Fee	\$35.00		\$11,843.71
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$11,912.71
03/04/2024	DIRECT TO ASSOC LB128 - LBX 03/04/2024		\$420.00	\$11,492.71

03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$11,507.71
03/10/2024	Late Fee - Late Charges	\$10.00		\$11,517.71
04/01/2024	Dues - Maintenance Fee	\$35.00		\$11,552.71
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$11,621.71
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$11,636.71
04/10/2024	Late Fee - Late Charges	\$10.00		\$11,646.71
04/24/2024	Legal Collection Fee - Complaint preparation planning and review of current security interests ladder with current equity estimate determination and evaluation of estimated Surplus if any, with Complaint-trigger Recommendation available to Board of Directors.	\$475.00		\$12,121.71
05/01/2024	Dues - Maintenance Fee	\$35.00		\$12,156.71
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,225.71
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,240.71
05/10/2024	Late Fee - Late Charges	\$10.00		\$12,250.71
06/01/2024	Dues - Maintenance Fee	\$35.00		\$12,285.71
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,354.71
06/10/2024	Late Fee - Late Charges	\$10.00		\$12,364.71
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,379.71
07/01/2024	Dues - Maintenance Fee	\$35.00		\$12,414.71
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,483.71
07/11/2024	Late Fee - Late Fee	\$10.00		\$12,493.71
08/01/2024	Dues - Maintenance Fee	\$35.00		\$12,528.71
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,597.71
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,612.71
08/10/2024	Late Fee - Late Charges	\$10.00		\$12,622.71
09/01/2024	Dues - Maintenance Fee	\$35.00		\$12,657.71
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,726.71
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,741.71
09/10/2024	Late Fee - Late Charges	\$10.00		\$12,751.71
09/24/2024	DIRECT TO ASSOC LBX 09/24/2024		\$420.00	\$12,331.71
10/01/2024	Dues - Maintenance Fee	\$35.00		\$12,366.71
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$12,435.71
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$12,450.71
10/10/2024	Late Fee - Late Charges	\$10.00		\$12,460.71
Association Ledger Balance: \$0.00		Owner Balance \$12,460.71		

Statement generated by the ONYX Case Management System (id:15248)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1266 Kumaaike St., Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
01/01/2016	Dues - Maintenance Fee	\$30.00		\$30.00
01/12/2016	Late Fee - Late Charges	\$10.00		\$40.00
02/01/2016	Dues - Maintenance Fee	\$30.00		\$70.00
02/12/2016	Late Fee - Late Charges	\$10.00		\$80.00
03/01/2016	Dues - Maintenance Fee	\$30.00		\$110.00
03/09/2016	<b>DIRECT TO ASSOC CC6</b>		\$120.00	<b>-\$10.00</b>
04/01/2016	Dues - Maintenance Fee	\$30.00		\$20.00
04/05/2016	<b>DIRECT TO ASSOC</b>		\$120.00	<b>-\$100.00</b>
05/01/2016	Dues - Maintenance Fee	\$30.00		-\$70.00
06/01/2016	Dues - Maintenance Fee	\$30.00		-\$40.00
07/01/2016	Dues - Maintenance Fee	\$30.00		-\$10.00
07/05/2016	<b>DIRECT TO ASSOC CC12</b>		\$120.00	<b>-\$130.00</b>
08/01/2016	Dues - Maintenance Fee	\$30.00		-\$100.00
09/01/2016	Dues - Maintenance Fee	\$30.00		-\$70.00
10/01/2016	Dues - Maintenance Fee	\$30.00		-\$40.00
11/01/2016	Dues - Maintenance Fee	\$30.00		-\$10.00
12/01/2016	Dues - Maintenance Fee	\$30.00		\$20.00
12/12/2016	Late Fee - Late Charges	\$10.00		\$30.00
01/01/2017	Dues - Maintenance Fee	\$30.00		\$60.00
01/12/2017	Late Fee - Late Charges	\$10.00		\$70.00
02/01/2017	Dues - Maintenance Fee	\$30.00		\$100.00
02/12/2017	Late Fee - Late Charges	\$10.00		\$110.00
03/01/2017	Dues - Maintenance Fee	\$30.00		\$140.00
03/12/2017	Late Fee - Late Charges	\$10.00		\$150.00
04/01/2017	Dues - Maintenance Fee	\$30.00		\$180.00
04/06/2017	<b>DIRECT TO ASSOC CC8</b>		\$100.00	<b>\$80.00</b>
04/12/2017	Late Fee - Late Charges	\$10.00		\$90.00
05/01/2017	Dues - Maintenance Fee	\$30.00		\$120.00
05/12/2017	Late Fee - Late Charges	\$10.00		\$130.00
06/01/2017	Dues - Maintenance Fee	\$30.00		\$160.00
06/12/2017	Late Fee - Late Charges	\$10.00		\$170.00
07/01/2017	Dues - Maintenance Fee	\$30.00		\$200.00
07/12/2017	Late Fee - Late Charges	\$10.00		\$210.00
08/01/2017	Dues - Maintenance Fee	\$30.00		\$240.00
08/12/2017	Late Fee - Late Charges	\$10.00		\$250.00
09/01/2017	Dues - Maintenance Fee	\$30.00		\$280.00
09/12/2017	Late Fee - Late Charges	\$10.00		\$290.00
10/01/2017	Dues - Maintenance Fee	\$30.00		\$320.00
10/12/2017	Late Fee - Late Charges	\$10.00		\$330.00
11/01/2017	Dues - Maintenance Fee	\$30.00		\$360.00
11/12/2017	Late Fee - Late Charges	\$10.00		\$370.00
12/01/2017	Dues - Maintenance Fee	\$30.00		\$400.00
12/12/2017	Late Fee - Late Charges	\$10.00		\$410.00
01/01/2018	Dues - Maintenance Fee	\$30.00		\$440.00
01/12/2018	Late Fee - Late Charges	\$10.00		\$450.00
02/01/2018	Dues - Maintenance Fee	\$30.00		\$480.00
02/12/2018	Late Fee - Late Charges	\$10.00		\$490.00
03/01/2018	Dues - Maintenance Fee	\$30.00		\$520.00
03/12/2018	Late Fee - Late Charges	\$10.00		\$530.00
04/01/2018	Dues - Maintenance Fee	\$30.00		\$560.00
04/12/2018	Late Fee - Late Charges	\$10.00		\$570.00
05/01/2018	Dues - Maintenance Fee	\$30.00		\$600.00
05/12/2018	Late Fee - Late Charges	\$10.00		\$610.00



05/15/2018	Legal Fee - LEGAL FEE REIMB	\$157.07		\$767.07
06/01/2018	Dues - Maintenance Fee	\$30.00		\$797.07
06/12/2018	Late Fee - Late Charges	\$10.00		\$807.07
07/01/2018	Dues - Maintenance Fee	\$30.00		\$837.07
07/12/2018	Late Fee - Late Charges	\$10.00		\$847.07
08/01/2018	Dues - Maintenance Fee	\$30.00		\$877.07
08/12/2018	Late Fee - Late Charges	\$10.00		\$887.07
09/01/2018	Dues - Maintenance Fee	\$30.00		\$917.07
09/12/2018	Late Fee - Late Charges	\$10.00		\$927.07
10/01/2018	Dues - Maintenance Fee	\$30.00		\$957.07
10/12/2018	Late Fee - Late Charges	\$10.00		\$967.07
11/01/2018	Dues - Maintenance Fee	\$30.00		\$997.07
11/12/2018	Late Fee - Late Charges	\$10.00		\$1,007.07
12/01/2018	Dues - Maintenance Fee	\$30.00		\$1,037.07
12/12/2018	Late Fee - Late Charges	\$10.00		\$1,047.07
01/01/2019	Dues - Maintenance Fee	\$30.00		\$1,077.07
01/12/2019	Late Fee - Late Charges	\$10.00		\$1,087.07
02/01/2019	Dues - Maintenance Fee	\$30.00		\$1,117.07
02/12/2019	Late Fee - Late Charges	\$10.00		\$1,127.07
03/01/2019	Dues - Maintenance Fee	\$30.00		\$1,157.07
03/12/2019	Late Fee - Late Charges	\$10.00		\$1,167.07
04/01/2019	Dues - Maintenance Fee	\$30.00		\$1,197.07
04/12/2019	Late Fee - Late Charges	\$10.00		\$1,207.07
05/01/2019	Dues - Maintenance Fee	\$30.00		\$1,237.07
05/12/2019	Late Fee - Late Charges	\$10.00		\$1,247.07
06/01/2019	Dues - Maintenance Fee	\$30.00		\$1,277.07
06/12/2019	Late Fee - Late Charges	\$10.00		\$1,287.07
07/01/2019	Dues - Maintenance Fee	\$30.00		\$1,317.07
07/12/2019	Late Fee - Late Charges	\$10.00		\$1,327.07
08/01/2019	Dues - Maintenance Fee	\$30.00		\$1,357.07
08/12/2019	Late Fee - Late Charges	\$10.00		\$1,367.07
09/01/2019	Dues - Maintenance Fee	\$30.00		\$1,397.07
09/12/2019	Late Fee - Late Charges	\$10.00		\$1,407.07
10/01/2019	Dues - Maintenance Fee	\$30.00		\$1,437.07
10/04/2019	Legal Fee - C/B M&R 8/12 INV #61256	\$268.14		\$1,705.21
10/12/2019	Late Fee - Late Charges	\$10.00		\$1,715.21
10/18/2019	Legal Fee - LEGAL FEE REIMB	\$26.18		\$1,741.39
11/01/2019	Dues - Maintenance Fee	\$30.00		\$1,771.39
11/12/2019	Late Fee - Late Charges	\$10.00		\$1,781.39
12/01/2019	Dues - Maintenance Fee	\$30.00		\$1,811.39
12/12/2019	Late Fee - Late Charges	\$10.00		\$1,821.39
01/01/2020	Dues - Maintenance Fee	\$35.00		\$1,856.39
01/07/2020	<b>DIRECT TO ASSOC LBX LEGAL FEE REIMB</b>		<b>\$35.00</b>	<b>\$1,821.39</b>
01/12/2020	Late Fee - Late Charges	\$10.00		\$1,831.39
02/01/2020	Dues - Maintenance Fee	\$35.00		\$1,866.39
02/10/2020	<b>DIRECT TO ASSOC LBX LEGAL FEE REIMB</b>		<b>\$35.00</b>	<b>\$1,831.39</b>
02/12/2020	Late Fee - Late Charges	\$10.00		\$1,841.39
03/01/2020	Dues - Maintenance Fee	\$35.00		\$1,876.39
03/04/2020	<b>DIRECT TO ASSOC LB10</b>		<b>\$35.00</b>	<b>\$1,841.39</b>
03/06/2020	Legal Fee - LEGAL FEE REIMB	\$13.09		\$1,854.48
03/12/2020	Late Fee - Late Charges	\$10.00		\$1,864.48
04/01/2020	Dues - Maintenance Fee	\$35.00		\$1,899.48
04/20/2020	<b>DIRECT TO ASSOC LB27</b>		<b>\$35.00</b>	<b>\$1,864.48</b>
05/01/2020	Dues - Maintenance Fee	\$35.00		\$1,899.48
05/08/2020	<b>DIRECT TO ASSOC LB28 LEGAL FEE REIMB</b>		<b>\$70.00</b>	<b>\$1,829.48</b>
06/01/2020	Dues - Maintenance Fee	\$35.00		\$1,864.48
06/08/2020	<b>DIRECT TO ASSOC LB22 LEGAL FEE REIMB</b>		<b>\$70.00</b>	<b>\$1,794.48</b>
06/29/2020	<b>DIRECT TO ASSOC LB3 - LEGAL FEE REIMB</b>		<b>\$70.00</b>	<b>\$1,724.48</b>
07/01/2020	Dues - Maintenance Fee	\$35.00		\$1,759.48
08/01/2020	Dues - Maintenance Fee	\$35.00		\$1,794.48
09/01/2020	Dues - Maintenance Fee	\$35.00		\$1,829.48
09/12/2020	Late Fee - Late Charges	\$10.00		\$1,839.48
09/30/2020	<b>DIRECT TO ASSOC LB10 LEGAL FEE REIMB</b>		<b>\$70.00</b>	<b>\$1,769.48</b>
10/01/2020	Dues - Maintenance Fee	\$35.00		\$1,804.48
10/12/2020	Late Fee - Late Charges	\$10.00		\$1,814.48
11/01/2020	Dues - Maintenance Fee	\$35.00		\$1,849.48
11/06/2020	Legal Fee - LEGAL FEE REIMB	\$270.86		\$2,120.34

11/12/2020	Late Fee - Late Charges	\$10.00	\$2,130.34
12/01/2020	Dues - Maintenance Fee	\$35.00	\$2,165.34
12/11/2020	Legal Fee - LEGAL FEE REIMB	\$10.47	\$2,175.81
12/12/2020	Late Fee - Late Charges	\$10.00	\$2,185.81
01/01/2021	Dues - Maintenance Fee	\$35.00	\$2,220.81
01/12/2021	Late Fee - Late Charges	\$10.00	\$2,230.81
01/15/2021	Association Other Fee - Return Check Fee	\$35.00	\$2,265.81
02/01/2021	Dues - Maintenance Fee	\$35.00	\$2,300.81
02/12/2021	Late Fee - Late Charges	\$10.00	\$2,310.81
02/26/2021	Dues - LEGAL FEE REIMB	\$41.88	\$2,352.69
03/01/2021	Dues - Maintenance Fee	\$35.00	\$2,387.69
03/12/2021	Late Fee - Late Charges	\$10.00	\$2,397.69
04/01/2021	Dues - Maintenance Fee	\$35.00	\$2,432.69
04/12/2021	Late Fee - Late Charges	\$10.00	\$2,442.69
05/01/2021	Dues - Maintenance Fee	\$35.00	\$2,477.69
05/12/2021	Late Fee - Late Charges	\$10.00	\$2,487.69
06/01/2021	Dues - Maintenance Fee	\$35.00	\$2,522.69
06/12/2021	Late Fee - Late Charges	\$10.00	\$2,532.69
07/01/2021	Dues - Maintenance Fee	\$35.00	\$2,567.69
07/09/2021	Legal Fee - LEGAL FEE REIMB	\$13.09	\$2,580.78
07/12/2021	Late Fee - Late Charges	\$10.00	\$2,590.78
08/01/2021	Dues - Maintenance Fee	\$35.00	\$2,625.78
08/12/2021	Late Fee - Late Charges	\$10.00	\$2,635.78
09/01/2021	Dues - Maintenance Fee	\$35.00	\$2,670.78
09/12/2021	Late Fee - Late Charges	\$10.00	\$2,680.78
10/01/2021	Dues - Maintenance Fee	\$35.00	\$2,715.78
10/12/2021	Late Fee - Late Charges	\$10.00	\$2,725.78
10/29/2021	Legal Fee - LEGAL FEE REIMB	\$166.80	\$2,892.58
11/01/2021	Dues - Maintenance Fee	\$35.00	\$2,927.58
11/12/2021	Late Fee - Late Charges	\$10.00	\$2,937.58
12/01/2021	Dues - Maintenance Fee	\$35.00	\$2,972.58
12/12/2021	Late Fee - Late Charges	\$10.00	\$2,982.58
12/17/2021	Legal Fee - LEGAL FEE REIMB	\$76.18	\$3,058.76
01/01/2022	Dues - Maintenance Fee	\$35.00	\$3,093.76
01/12/2022	Late Fee - Late Charges	\$10.00	\$3,103.76
02/01/2022	Legal Fee - LEGAL FEE REIMB	\$330.37	\$3,434.13
02/01/2022	Dues - Maintenance Fee	\$35.00	\$3,469.13
02/11/2022	Legal Fee - LEGAL FEE REIMB	\$320.18	\$3,789.31
02/12/2022	Late Fee - Late Charges	\$10.00	\$3,799.31
03/01/2022	Dues - Maintenance Fee	\$35.00	\$3,834.31
03/11/2022	Legal Fee - LEGAL FEE REIMB	\$298.74	\$4,133.05
03/12/2022	Late Fee - Late Charges	\$10.00	\$4,143.05
04/01/2022	Dues - Maintenance Fee	\$35.00	\$4,178.05
04/08/2022	Legal Fee - LEGAL FEE REIMB	\$318.02	\$4,496.07
04/12/2022	Late Fee - Late Charges	\$10.00	\$4,506.07
05/01/2022	Dues - Maintenance Fee	\$35.00	\$4,541.07
05/12/2022	Late Fee - Late Charges	\$10.00	\$4,551.07
06/01/2022	Dues - Maintenance Fee	\$35.00	\$4,586.07
06/12/2022	Late Fee - Late Charges	\$10.00	\$4,596.07
07/01/2022	Late Fee - Late Fee	\$10.00	\$4,606.07
07/01/2022	Dues - Maintenance Fee	\$35.00	\$4,641.07
08/01/2022	Dues - Maintenance Fee	\$35.00	\$4,676.07
08/05/2022	Legal Fee - LEGAL FEE REIMB	\$1,358.64	\$6,034.71
08/11/2022	Late Fee - Late Fee	\$10.00	\$6,044.71
09/01/2022	Dues - Maintenance Fee	\$35.00	\$6,079.71
09/09/2022	Legal Fee - LEGAL FEE REIMB	\$162.83	\$6,242.54
09/13/2022	Late Fee - Late Fee	\$10.00	\$6,252.54
10/01/2022	Dues - Maintenance Fee	\$35.00	\$6,287.54
10/12/2022	Late Fee - Late Fee	\$10.00	\$6,297.54
11/01/2022	Dues - Maintenance Fee	\$35.00	\$6,332.54
11/14/2022	Late Fee - Late Fee	\$10.00	\$6,342.54
12/01/2022	Dues - Maintenance Fee	\$35.00	\$6,377.54
12/12/2022	Late Fee - Late Fee	\$10.00	\$6,387.54
12/16/2022	Legal Fee - LEGAL FEE REIMB	\$10.47	\$6,398.01
01/01/2023	Dues - Maintenance Fee	\$35.00	\$6,433.01
01/11/2023	Late Fee - Late Fee	\$10.00	\$6,443.01
01/31/2023	Legal Collection Expense - Mailing expense to send	\$1.00	\$6,444.01

	CONDO_INITIAL_LETTER by Mail			
01/31/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$6,453.01
01/31/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$6,848.01
02/01/2023	Dues - Maintenance Fee	\$35.00		\$6,883.01
02/13/2023	Late Fee - Late Fee	\$10.00		\$6,893.01
02/19/2023	Legal Collection Fee - In addressing remedy for Community Association loss of delinquent Assessments, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the delinquent owner as a preferred remedy. Other possibilities are Re-Mortgage, Home equity loan, or Other loan. Alternative resolution is a Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed for delinquent owner to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are a cash source legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs in cash. The Association tries to avoid conflicting interests, of using money from owners who pay assessments timely, to pay for Association cash obligations incurred originating from delinquent assessment owners. Recommendation available to the Board of Directors.	\$695.00		\$7,588.01
03/01/2023	Dues - Maintenance Fee	\$35.00		\$7,623.01
03/13/2023	Late Fee - Late Fee	\$10.00		\$7,633.01
03/23/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$7,634.01
03/23/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00		\$7,643.01
03/23/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$7,768.01
04/01/2023	Dues - Maintenance Fee	\$35.00		\$7,803.01
04/11/2023	Late Fee - Late Fee	\$10.00		\$7,813.01
05/01/2023	Dues - Maintenance Fee	\$35.00		\$7,848.01
05/10/2023	Late Fee - Late Charges	\$10.00		\$7,858.01
05/22/2023	Legal Collection Fee - Identify and locate security interests with their priority, analysis of Association claim, estimate fair market value of security interests and unit value, position of Association compared to other junior and senior Liens, estimate time to possession and then net value, evaluate rent diversion possibility, Timing Recommendation available to Board of Directors.	\$580.00		\$8,438.01
06/01/2023	Dues - Maintenance Fee	\$35.00		\$8,473.01
06/10/2023	Late Fee - Late Charges	\$10.00		\$8,483.01
07/01/2023	Dues - Maintenance Fee	\$35.00		\$8,518.01
07/10/2023	Late Fee - Late Charges	\$10.00		\$8,528.01
08/01/2023	Dues - Maintenance Fee	\$35.00		\$8,563.01
08/10/2023	Late Fee - Late Charges	\$10.00		\$8,573.01
09/01/2023	Dues - Maintenance Fee	\$35.00		\$8,608.01
09/10/2023	Late Fee - Late Charges	\$10.00		\$8,618.01
09/29/2023	Legal Collection Fee - Review assumpsit case and judgment.	\$66.67		\$8,684.68
09/29/2023	Legal Collection Expense - eCourt Kookua Documents	\$6.16		\$8,690.84
10/01/2023	Dues - Maintenance Fee	\$35.00		\$8,725.84
10/10/2023	Late Fee - Late Charges	\$10.00		\$8,735.84
10/30/2023	Legal Collection Fee - Identify and locate initial Exhibits, Complaint paragraphs selection; security interest priority ladder reviewed with extinguishment of Association security interest and likely net-equity estimated at pin-pointed timing; "when to file" Summons and Complaint Recommendation available to Board of Directors.	\$430.00		\$9,165.84
11/01/2023	Dues - Maintenance Fee	\$35.00		\$9,200.84
11/10/2023	Late Fee - Late Charges	\$10.00		\$9,210.84
12/01/2023	Dues - Maintenance Fee	\$35.00		\$9,245.84
12/10/2023	Late Fee - Late Charges	\$10.00		\$9,255.84
01/01/2024	Dues - Maintenance Fee	\$35.00		\$9,290.84
01/10/2024	Late Fee - Late Charges	\$10.00		\$9,300.84
01/15/2024	Legal Collection Expense - Mailing expense to send CONDO LIEN by	\$1.00		\$9,301.84

	Mail			
01/15/2024	Legal Collection Fee - Lien Letter Fee	\$150.00		\$9,451.84
01/15/2024	Legal Collection Expense - Lien Recording Expenses	\$45.00		\$9,496.84
01/15/2024	Legal Collection Fee - Lien Preparation Fee	\$545.00		\$10,041.84
02/01/2024	Dues - Maintenance Fee	\$35.00		\$10,076.84
02/09/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$10,077.84
02/10/2024	Late Fee - Late Charges	\$10.00		\$10,087.84
03/01/2024	Dues - Maintenance Fee	\$35.00		\$10,122.84
03/10/2024	Late Fee - Late Charges	\$10.00		\$10,132.84
03/29/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$10,133.84
04/01/2024	Dues - Maintenance Fee	\$35.00		\$10,168.84
04/10/2024	Late Fee - Late Charges	\$10.00		\$10,178.84
05/01/2024	Dues - Maintenance Fee	\$35.00		\$10,213.84
05/10/2024	Late Fee - Late Charges	\$10.00		\$10,223.84
05/22/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$10,224.84
05/28/2024	Legal Collection Fee - Complaint preparation planning and review of current security interests ladder with current equity estimate determination and evaluation of estimated Surplus if any, with Complaint-trigger Recommendation available to Board of Directors.	\$510.00		\$10,734.84
06/01/2024	Dues - Maintenance Fee	\$35.00		\$10,769.84
06/10/2024	Late Fee - Late Charges	\$10.00		\$10,779.84
07/01/2024	Dues - Maintenance Fee	\$35.00		\$10,814.84
07/09/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$10,815.84
07/11/2024	Late Fee - Late Charges	\$10.00		\$10,825.84
08/01/2024	Dues - Maintenance Fee	\$35.00		\$10,860.84
08/10/2024	Late Fee - Late Charges	\$10.00		\$10,870.84
08/19/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$10,871.84
09/01/2024	Dues - Maintenance Fee	\$35.00		\$10,906.84
09/10/2024	Late Fee - Late Charges	\$10.00		\$10,916.84
10/01/2024	Dues - Maintenance Fee	\$35.00		\$10,951.84
10/08/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$10,952.84
10/10/2024	Late Fee - Late Charges	\$10.00		\$10,962.84
		Association Ledger Balance: \$0.00		Owner Balance <b>\$10,962.84</b>

Statement generated by the ONYX Case Management System (id:15246)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1006 Ka'apuwai St., Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
10/13/2018	Late Fee - Late Charges	\$10.00		\$10.00
11/01/2018	Dues - Maintenance Fee	\$30.00		\$40.00
11/13/2018	Late Fee - Late Charges	\$10.00		\$50.00
11/30/2018	Legal Fee - Legal Fee Reimbursement - MNR	\$38.74		\$88.74
12/01/2018	Dues - Maintenance Fee	\$30.00		\$118.74
12/13/2018	Late Fee - Late Charges	\$10.00		\$128.74
01/01/2019	Dues - Maintenance Fee	\$30.00		\$158.74
01/13/2019	Late Fee - Late Charges	\$10.00		\$168.74
02/01/2019	Dues - Maintenance Fee	\$30.00		\$198.74
02/13/2019	Late Fee - Late Charges	\$10.00		\$208.74
03/01/2019	Dues - Maintenance Fee	\$30.00		\$238.74
03/13/2019	Late Fee - Late Charges	\$10.00		\$248.74
04/01/2019	Dues - Maintenance Fee	\$30.00		\$278.74
04/13/2019	Late Fee - Late Charges	\$10.00		\$288.74
05/01/2019	Dues - Maintenance Fee	\$30.00		\$318.74
05/13/2019	Late Fee - Late Charges	\$10.00		\$328.74
06/01/2019	Dues - Maintenance Fee	\$30.00		\$358.74
06/13/2019	Late Fee - Late Charges	\$10.00		\$368.74
07/01/2019	Dues - Maintenance Fee	\$30.00		\$398.74
07/13/2019	Late Fee - Late Charges	\$10.00		\$408.74
08/01/2019	Dues - Maintenance Fee	\$30.00		\$438.74
08/13/2019	Late Fee - Late Charges	\$10.00		\$448.74
09/01/2019	Dues - Maintenance Fee	\$30.00		\$478.74
09/13/2019	Late Fee - Late Charges	\$10.00		\$488.74
10/01/2019	Dues - Maintenance Fee	\$30.00		\$518.74
10/04/2019	Legal Fee - Legal Fee Reimbursement - MNR	\$153.13		\$671.87
10/13/2019	Late Fee - Late Charges	\$10.00		\$681.87
10/18/2019	Legal Fee - Legal Fee Reimbursement - MNR	\$103.14		\$785.01
11/01/2019	Dues - Maintenance Fee	\$30.00		\$815.01
11/13/2019	Late Fee - Late Charges	\$10.00		\$825.01
12/01/2019	Dues - Maintenance Fee	\$30.00		\$855.01
12/13/2019	Late Fee - Late Charges	\$10.00		\$865.01
12/31/2019	Legal Fee - C/B M&R 11/20 INV # 63255	\$52.36		\$917.37
01/01/2020	Dues - Maintenance Fee	\$35.00		\$952.37
01/13/2020	Late Fee - Late Charges	\$10.00		\$962.37
02/01/2020	Dues - Maintenance Fee	\$35.00		\$997.37
02/13/2020	Late Fee - Late Charges	\$10.00		\$1,007.37
02/14/2020	Legal Fee - Legal Fee Reimbursement - MNR	\$233.26		\$1,240.63
03/01/2020	Dues - Maintenance Fee	\$35.00		\$1,275.63
03/13/2020	Late Fee - Late Charges	\$10.00		\$1,285.63
04/01/2020	Dues - Maintenance Fee	\$35.00		\$1,320.63
04/13/2020	Late Fee - Late Charges	\$10.00		\$1,330.63
04/30/2020	Waiver - 04/2020 Waived Per Board		\$10.00	\$1,320.63
05/01/2020	Dues - Maintenance Fee	\$35.00		\$1,355.63
05/12/2020	Waiver - Waived by Board		\$10.00	\$1,345.63
05/13/2020	Late Fee - Late Charges	\$10.00		\$1,355.63
06/01/2020	Dues - Maintenance Fee	\$35.00		\$1,390.63
06/13/2020	Late Fee - Late Charges	\$10.00		\$1,400.63
07/01/2020	Dues - Maintenance Fee	\$35.00		\$1,435.63
07/13/2020	Late Fee - Late Charges	\$10.00		\$1,445.63
07/13/2020	Waiver - 07/2020 Waived Per Board		\$10.00	\$1,435.63
07/15/2020	Waiver - 06/2020 Waived Per Board		\$10.00	\$1,425.63
08/01/2020	Dues - Maintenance Fee	\$35.00		\$1,460.63

08/11/2020	Waiver - 08/2020 Waived by Board		\$10.00	\$1,450.63
08/13/2020	Late Fee - Late Charges	\$10.00		\$1,460.63
09/01/2020	Dues - Maintenance Fee	\$35.00		\$1,495.63
09/13/2020	Late Fee - Late Charges	\$10.00		\$1,505.63
10/01/2020	Dues - Maintenance Fee	\$35.00		\$1,540.63
10/13/2020	Late Fee - Late Charges	\$10.00		\$1,550.63
10/23/2020	Legal Fee - Legal Fee Reimbursement - MNR	\$1,134.55		\$2,685.18
11/01/2020	Dues - Maintenance Fee	\$35.00		\$2,720.18
11/06/2020	Legal Fee - Legal Fee Reimbursement - MNR	\$159.03		\$2,879.21
11/13/2020	Late Fee - Late Charges	\$10.00		\$2,889.21
12/01/2020	Dues - Maintenance Fee	\$35.00		\$2,924.21
12/11/2020	Legal Fee - Legal Fee Reimbursement - MNR	\$496.81		\$3,421.02
12/13/2020	Late Fee - Late Charges	\$10.00		\$3,431.02
01/01/2021	Dues - Maintenance Fee	\$35.00		\$3,466.02
01/13/2021	Late Fee - Late Charges	\$10.00		\$3,476.02
01/15/2021	Waiver - LBX 01/15/2021		\$70.00	\$3,406.02
02/01/2021	Dues - Maintenance Fee	\$35.00		\$3,441.02
02/13/2021	Late Fee - Late Charges	\$10.00		\$3,451.02
03/01/2021	Dues - Maintenance Fee	\$35.00		\$3,486.02
03/05/2021	Legal Fee - Legal Fee Reimbursement - MNR	\$436.99		\$3,923.01
03/13/2021	Late Fee - Late Charges	\$10.00		\$3,933.01
04/01/2021	Dues - Maintenance Fee	\$35.00		\$3,968.01
04/13/2021	Late Fee - Late Charges	\$10.00		\$3,978.01
04/16/2021	Legal Fee - Legal Fee Reimbursement - MNR	\$26.18		\$4,004.19
05/01/2021	Dues - Maintenance Fee	\$35.00		\$4,039.19
05/07/2021	Legal Fee - C/B MRLO 04/19 INV#74111	\$26.18		\$4,065.37
05/13/2021	Late Fee - Late Charges	\$10.00		\$4,075.37
06/01/2021	Dues - Maintenance Fee	\$35.00		\$4,110.37
06/13/2021	Late Fee - Late Charges	\$10.00		\$4,120.37
06/18/2021	Fine - Fine 2nd NTC Weeds 6/14/21	\$25.00		\$4,145.37
07/01/2021	Dues - Maintenance Fee	\$35.00		\$4,180.37
07/13/2021	Late Fee - Late Charges	\$10.00		\$4,190.37
08/01/2021	Dues - Maintenance Fee	\$35.00		\$4,225.37
08/13/2021	Late Fee - Late Charges	\$10.00		\$4,235.37
09/01/2021	Dues - Maintenance Fee	\$35.00		\$4,270.37
09/13/2021	Late Fee - Late Charges	\$10.00		\$4,280.37
10/01/2021	Dues - Maintenance Fee	\$35.00		\$4,315.37
10/13/2021	Late Fee - Late Charges	\$10.00		\$4,325.37
11/01/2021	Dues - Maintenance Fee	\$35.00		\$4,360.37
11/13/2021	Late Fee - Late Charges	\$10.00		\$4,370.37
12/01/2021	Dues - Maintenance Fee	\$35.00		\$4,405.37
12/13/2021	Late Fee - Late Charges	\$10.00		\$4,415.37
12/13/2021	Waiver - EC 51 Kanehili Comm Association		\$600.00	\$3,815.37
01/01/2022	Dues - Maintenance Fee	\$35.00		\$3,850.37
01/11/2022	Legal Fee - RVRS B#2902750	\$600.00		\$4,450.37
01/13/2022	Late Fee - Late Charges	\$10.00		\$4,460.37
02/01/2022	Dues - Maintenance Fee	\$35.00		\$4,495.37
02/13/2022	Late Fee - Late Charges	\$10.00		\$4,505.37
03/01/2022	Dues - Maintenance Fee	\$35.00		\$4,540.37
03/11/2022	Waiver - ADJ - MRL&O INV #60541 6/30		\$11.09	\$4,529.28
03/13/2022	Late Fee - Late Charges	\$10.00		\$4,539.28
04/01/2022	Dues - Maintenance Fee	\$35.00		\$4,574.28
04/08/2022	Legal Fee - Legal Fee Reimbursement - MNR	\$807.12		\$5,381.40
04/13/2022	Late Fee - Late Charges	\$10.00		\$5,391.40
05/01/2022	Dues - Maintenance Fee	\$35.00		\$5,426.40
05/06/2022	Legal Fee - CB MRLO 4/25/22 INV83366	\$309.42		\$5,735.82
05/13/2022	Late Fee - Late Charges	\$10.00		\$5,745.82
06/01/2022	Dues - Maintenance Fee	\$35.00		\$5,780.82
06/13/2022	Late Fee - Late Charges	\$10.00		\$5,790.82
07/01/2022	Dues - Maintenance Fee	\$35.00		\$5,825.82
07/13/2022	Late Fee - Late Charges	\$10.00		\$5,835.82
08/01/2022	Dues - Maintenance Fee	\$35.00		\$5,870.82
08/13/2022	Late Fee - Late Charges	\$10.00		\$5,880.82
09/01/2022	Dues - Maintenance Fee	\$35.00		\$5,915.82
09/09/2022	Legal Fee - Legal Fee Reimbursement - MNR	\$473.82		\$6,389.64
09/13/2022	Late Fee - Late Charges	\$10.00		\$6,399.64
10/01/2022	Dues - Maintenance Fee	\$35.00		\$6,434.64

10/07/2022	Legal Fee - Legal Fee Reimbursement - MNR	\$51.31	\$6,485.95
10/13/2022	Late Fee - Late Charges	\$10.00	\$6,495.95
11/01/2022	Dues - Maintenance Fee	\$35.00	\$6,530.95
11/13/2022	Late Fee - Late Charges	\$10.00	\$6,540.95
12/01/2022	Dues - Maintenance Fee	\$35.00	\$6,575.95
12/13/2022	Late Fee - Late Charges	\$10.00	\$6,585.95
01/01/2023	Dues - Maintenance Fee	\$35.00	\$6,620.95
01/03/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$295.00	\$6,915.95
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$6,916.95
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$7.00	\$6,923.95
01/11/2023	Late Fee - Late Charges	\$10.00	\$6,933.95
01/26/2023	Legal Collection Fee - In addressing remedy for Community Association loss of delinquent Assessments, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the delinquent owner as a preferred remedy. Other possibilities are Re-Mortgage, Home equity loan, or Other loan. Alternative resolution is a Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed for delinquent owner to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are a cash source legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs in cash. The Association tries to avoid conflicting interests, of using money from owners who pay assessments timely, to pay for Association cash obligations incurred originating from delinquent assessment owners. Recommendation available to the Board of Directors.	\$695.00	\$7,628.95
02/01/2023	Dues - Maintenance Fee	\$35.00	\$7,663.95
02/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,732.95
02/13/2023	Late Fee - Late Charges	\$10.00	\$7,742.95
02/21/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$7,867.95
02/21/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00	\$7,876.95
02/21/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$7,877.95
03/01/2023	Dues - Maintenance Fee	\$35.00	\$7,912.95
03/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,981.95
03/13/2023	Late Fee - Late Charges	\$10.00	\$7,991.95
04/01/2023	Dues - Maintenance Fee	\$35.00	\$8,026.95
04/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,095.95
04/10/2023	Late Fee - Late Charges	\$10.00	\$8,105.95
04/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,120.95
05/01/2023	Dues - Maintenance Fee	\$35.00	\$8,155.95
05/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,224.95
05/10/2023	Late Fee - Late Charges	\$10.00	\$8,234.95
05/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,249.95
06/01/2023	Dues - Maintenance Fee	\$35.00	\$8,284.95
06/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,353.95
06/10/2023	Late Fee - Late Charges	\$10.00	\$8,363.95
06/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,378.95
07/01/2023	Dues - Maintenance Fee	\$35.00	\$8,413.95
07/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,482.95
07/10/2023	Late Fee - Late Charges	\$10.00	\$8,492.95
07/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,507.95
08/01/2023	Dues - Maintenance Fee	\$35.00	\$8,542.95
08/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,611.95
08/10/2023	Late Fee - Late Charges	\$10.00	\$8,621.95
08/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,636.95
09/01/2023	Dues - Maintenance Fee	\$35.00	\$8,671.95
09/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,740.95
09/10/2023	Late Fee - Late Charges	\$10.00	\$8,750.95

09/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,765.95
09/29/2023	Legal Collection Expense - eCourt Kokua Documents	\$9.23	\$8,775.18
09/29/2023	Legal Collection Fee - Review assumpsit case.	\$66.67	\$8,841.85
10/01/2023	Dues - Maintenance Fee	\$35.00	\$8,876.85
10/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,945.85
10/10/2023	Late Fee - Late Charges	\$10.00	\$8,955.85
10/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,970.85
11/01/2023	Dues - Maintenance Fee	\$35.00	\$9,005.85
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$9,074.85
11/10/2023	Late Fee - Late Charges	\$10.00	\$9,084.85
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$9,099.85
12/01/2023	Dues - Maintenance Fee	\$35.00	\$9,134.85
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$9,203.85
12/10/2023	Late Fee - Late Charges	\$10.00	\$9,213.85
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$9,228.85
01/01/2024	Dues - Maintenance Fee	\$35.00	\$9,263.85
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$9,332.85
01/10/2024	Late Fee - Late Charges	\$10.00	\$9,342.85
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$9,357.85
02/01/2024	Dues - Maintenance Fee	\$35.00	\$9,392.85
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$9,461.85
02/10/2024	Late Fee - Late Charges	\$10.00	\$9,471.85
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$9,486.85
03/01/2024	Dues - Maintenance Fee	\$35.00	\$9,521.85
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$9,590.85
03/10/2024	Late Fee - Late Charges	\$10.00	\$9,600.85
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$9,615.85
04/01/2024	Dues - Maintenance Fee	\$35.00	\$9,650.85
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$9,719.85
04/10/2024	Late Fee - Late Charges	\$10.00	\$9,729.85
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$9,744.85
05/01/2024	Dues - Maintenance Fee	\$35.00	\$9,779.85
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$9,848.85
05/10/2024	Late Fee - Late Charges	\$10.00	\$9,858.85
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$9,873.85
06/01/2024	Dues - Maintenance Fee	\$35.00	\$9,908.85
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$9,977.85
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$9,992.85
06/10/2024	Late Fee - Late Charges	\$10.00	\$10,002.85
07/01/2024	Dues - Maintenance Fee	\$35.00	\$10,037.85
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$10,106.85
07/10/2024	Late Fee - Late Charges	\$10.00	\$10,116.85
08/01/2024	Dues - Maintenance Fee	\$35.00	\$10,151.85
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$10,220.85
08/10/2024	Late Fee - Late Charges	\$10.00	\$10,230.85
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$10,245.85
09/01/2024	Dues - Maintenance Fee	\$35.00	\$10,280.85
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$10,349.85
09/10/2024	Late Fee - Late Charges	\$10.00	\$10,359.85
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$10,374.85
10/01/2024	Dues - Maintenance Fee	\$35.00	\$10,409.85
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$10,478.85
10/08/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00	\$10,479.85
10/10/2024	Late Fee - Late Charges	\$10.00	\$10,489.85
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$10,504.85
Association Ledger Balance: \$0.00		Owner Balance <b>\$10,504.85</b>	

Statement generated by the ONYX Case Management System (id:15251)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1260 Kaneoneo St., Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
03/01/2018	Dues - Maintenance Fee	\$30.00		\$30.00
03/13/2018	Late Fee - Late Charges	\$10.00		\$40.00
04/01/2018	Dues - Maintenance Fee	\$30.00		\$70.00
04/13/2018	Late Fee - Late Charges	\$10.00		\$80.00
05/01/2018	Dues - Maintenance Fee	\$30.00		\$110.00
05/13/2018	Late Fee - Late Charges	\$10.00		\$120.00
06/01/2018	Dues - Maintenance Fee	\$30.00		\$150.00
06/13/2018	Late Fee - Late Charges	\$10.00		\$160.00
07/01/2018	Dues - Maintenance Fee	\$30.00		\$190.00
07/13/2018	Late Fee - Late Charges	\$10.00		\$200.00
08/01/2018	Dues - Maintenance Fee	\$30.00		\$230.00
08/13/2018	Late Fee - Late Charges	\$10.00		\$240.00
09/01/2018	Dues - Maintenance Fee	\$30.00		\$270.00
09/13/2018	Late Fee - Late Charges	\$10.00		\$280.00
10/01/2018	Dues - Maintenance Fee	\$30.00		\$310.00
10/13/2018	Late Fee - Late Charges	\$10.00		\$320.00
11/01/2018	Dues - Maintenance Fee	\$30.00		\$350.00
11/13/2018	Late Fee - Late Charges	\$10.00		\$360.00
12/01/2018	Dues - Maintenance Fee	\$30.00		\$390.00
12/13/2018	Late Fee - Late Charges	\$10.00		\$400.00
01/01/2019	Dues - Maintenance Fee	\$30.00		\$430.00
01/13/2019	Late Fee - Late Charges	\$10.00		\$440.00
02/01/2019	Dues - Maintenance Fee	\$30.00		\$470.00
02/13/2019	Late Fee - Late Charges	\$10.00		\$480.00
03/01/2019	Dues - Maintenance Fee	\$30.00		\$510.00
03/13/2019	Late Fee - Late Charges	\$10.00		\$520.00
04/01/2019	Dues - Maintenance Fee	\$30.00		\$550.00
04/13/2019	Late Fee - Late Charges	\$10.00		\$560.00
05/01/2019	Dues - Maintenance Fee	\$30.00		\$590.00
05/13/2019	Late Fee - Late Charges	\$10.00		\$600.00
06/01/2019	Dues - Maintenance Fee	\$30.00		\$630.00
06/13/2019	Late Fee - Late Charges	\$10.00		\$640.00
07/01/2019	Dues - Maintenance Fee	\$30.00		\$670.00
07/13/2019	Late Fee - Late Charges	\$10.00		\$680.00
07/17/2019	Legal Fee - Legal Fee Reimb	\$396.41		\$1,076.41
08/01/2019	Dues - Maintenance Fee	\$30.00		\$1,106.41
08/13/2019	Late Fee - Late Charges	\$10.00		\$1,116.41
09/01/2019	Dues - Maintenance Fee	\$30.00		\$1,146.41
09/13/2019	Late Fee - Late Charges	\$10.00		\$1,156.41
10/01/2019	Dues - Maintenance Fee	\$30.00		\$1,186.41
10/04/2019	Legal Fee - Legal Fee Reimb	\$10.47		\$1,196.88
10/13/2019	Late Fee - Late Charges	\$10.00		\$1,206.88
10/18/2019	Legal Fee - Legal Fee Reimb	\$219.43		\$1,426.31
11/01/2019	Dues - Maintenance Fee	\$30.00		\$1,456.31
11/13/2019	Late Fee - Late Charges	\$10.00		\$1,466.31
12/01/2019	Dues - Maintenance Fee	\$30.00		\$1,496.31
12/13/2019	Late Fee - Late Charges	\$10.00		\$1,506.31
12/31/2019	Legal Fee - Legal Fee Reimb	\$269.08		\$1,775.39
01/01/2020	Dues - Maintenance Fee	\$35.00		\$1,810.39
01/13/2020	Late Fee - Late Charges	\$10.00		\$1,820.39
01/24/2020	Legal Fee - Legal Fee Reimb	\$23.56		\$1,843.95
02/01/2020	Dues - Maintenance Fee	\$35.00		\$1,878.95
02/13/2020	Late Fee - Late Charges	\$10.00		\$1,888.95

02/14/2020	Legal Fee - Legal Fee Reimb	\$26.18		\$1,915.13
03/01/2020	Dues - Maintenance Fee	\$35.00		\$1,950.13
03/13/2020	Late Fee - Late Charges	\$10.00		\$1,960.13
04/01/2020	Dues - Maintenance Fee	\$35.00		\$1,995.13
04/13/2020	Late Fee - Late Charges	\$10.00		\$2,005.13
04/30/2020	Waiver - Late Charges		\$10.00	\$1,995.13
05/01/2020	Dues - Maintenance Fee	\$35.00		\$2,030.13
05/12/2020	Waiver - Late Charges		\$10.00	\$2,020.13
05/13/2020	Late Fee - Late Charges	\$10.00		\$2,030.13
06/01/2020	Dues - Maintenance Fee	\$35.00		\$2,065.13
06/13/2020	Late Fee - Late Charges	\$10.00		\$2,075.13
07/01/2020	Dues - Maintenance Fee	\$35.00		\$2,110.13
07/13/2020	Late Fee - Late Charges	\$10.00		\$2,120.13
07/15/2020	Waiver - Late Charges		\$20.00	\$2,100.13
08/01/2020	Dues - Maintenance Fee	\$35.00		\$2,135.13
08/11/2020	Waiver - 08/2020 Waived Per Board		\$10.00	\$2,125.13
08/13/2020	Late Fee - Late Charges	\$10.00		\$2,135.13
09/01/2020	Dues - Maintenance Fee	\$35.00		\$2,170.13
09/09/2020	Legal Fee - Legal Fee Reimb	\$442.40		\$2,612.53
09/13/2020	Late Fee - Late Charges	\$10.00		\$2,622.53
10/01/2020	Dues - Maintenance Fee	\$35.00		\$2,657.53
10/13/2020	Late Fee - Late Charges	\$10.00		\$2,667.53
10/23/2020	Legal Fee - Legal Fee Reimb	\$13.09		\$2,680.62
11/01/2020	Dues - Maintenance Fee	\$35.00		\$2,715.62
11/13/2020	Late Fee - Late Charges	\$10.00		\$2,725.62
12/01/2020	Dues - Maintenance Fee	\$35.00		\$2,760.62
12/13/2020	Late Fee - Late Charges	\$10.00		\$2,770.62
01/01/2021	Dues - Maintenance Fee	\$35.00		\$2,805.62
01/13/2021	Late Fee - Late Charges	\$10.00		\$2,815.62
02/01/2021	Dues - Maintenance Fee	\$35.00		\$2,850.62
02/13/2021	Late Fee - Late Charges	\$10.00		\$2,860.62
03/01/2021	Dues - Maintenance Fee	\$35.00		\$2,895.62
03/13/2021	Late Fee - Late Charges	\$10.00		\$2,905.62
04/01/2021	Dues - Maintenance Fee	\$35.00		\$2,940.62
04/13/2021	Late Fee - Late Charges	\$10.00		\$2,950.62
05/01/2021	Dues - Maintenance Fee	\$35.00		\$2,985.62
05/13/2021	Late Fee - Late Charges	\$10.00		\$2,995.62
06/01/2021	Dues - Maintenance Fee	\$35.00		\$3,030.62
06/13/2021	Late Fee - Late Charges	\$10.00		\$3,040.62
07/01/2021	Dues - Maintenance Fee	\$35.00		\$3,075.62
07/09/2021	Legal Fee - Legal Fee Reimb	\$13.09		\$3,088.71
07/13/2021	Late Fee - Late Charges	\$10.00		\$3,098.71
08/01/2021	Dues - Maintenance Fee	\$35.00		\$3,133.71
08/13/2021	Late Fee - Late Charges	\$10.00		\$3,143.71
09/01/2021	Dues - Maintenance Fee	\$35.00		\$3,178.71
09/13/2021	Late Fee - Late Charges	\$10.00		\$3,188.71
10/01/2021	Dues - Maintenance Fee	\$35.00		\$3,223.71
10/13/2021	Late Fee - Late Charges	\$10.00		\$3,233.71
10/29/2021	Legal Fee - Legal Fee Reimb	\$166.80		\$3,400.51
11/01/2021	Dues - Maintenance Fee	\$35.00		\$3,435.51
11/12/2021	Waiver - CM Write Off		\$50.00	\$3,385.51
11/12/2021	Waiver - CM Write Off		\$314.00	\$3,071.51
11/13/2021	Late Fee - Late Charges	\$10.00		\$3,081.51
12/01/2021	Dues - Maintenance Fee	\$35.00		\$3,116.51
12/13/2021	Late Fee - Late Charges	\$10.00		\$3,126.51
12/17/2021	Legal Fee - Legal Fee Reimb	\$76.18		\$3,202.69
01/01/2022	Dues - Maintenance Fee	\$35.00		\$3,237.69
01/13/2022	Late Fee - Late Charges	\$10.00		\$3,247.69
02/01/2022	Legal Fee - Legal Fee Reimb	\$414.14		\$3,661.83
02/01/2022	Dues - Maintenance Fee	\$35.00		\$3,696.83
02/11/2022	Legal Fee - Legal Fee Reimb	\$306.04		\$4,002.87
02/13/2022	Late Fee - Late Charges	\$10.00		\$4,012.87
03/01/2022	Dues - Maintenance Fee	\$35.00		\$4,047.87
03/11/2022	Legal Fee - Legal Fee Reimb	\$37.70		\$4,085.57
03/13/2022	Late Fee - Late Charges	\$10.00		\$4,095.57
04/01/2022	Dues - Maintenance Fee	\$35.00		\$4,130.57
04/08/2022	Legal Fee - Legal Fee Reimb	\$172.36		\$4,302.93

04/13/2022	Late Fee - Late Charges	\$10.00	\$4,312.93
05/01/2022	Dues - Maintenance Fee	\$35.00	\$4,347.93
05/06/2022	Legal Fee - Legal Fee Reimb	\$336.02	\$4,683.95
05/13/2022	Late Fee - Late Charges	\$10.00	\$4,693.95
06/01/2022	Dues - Maintenance Fee	\$35.00	\$4,728.95
06/09/2022	Legal Fee - Legal Fee Reimb	\$175.50	\$4,904.45
06/13/2022	Late Fee - Late Charges	\$10.00	\$4,914.45
07/01/2022	Dues - Maintenance Fee	\$35.00	\$4,949.45
07/08/2022	Legal Fee - Legal Fee Reimb	\$98.95	\$5,048.40
07/13/2022	Late Fee - Late Charges	\$10.00	\$5,058.40
07/21/2022	Fine - Fines	\$25.00	\$5,083.40
08/01/2022	Dues - Maintenance Fee	\$35.00	\$5,118.40
08/05/2022	Legal Fee - Legal Fee Reimb	\$57.07	\$5,175.47
08/13/2022	Late Fee - Late Charges	\$10.00	\$5,185.47
09/01/2022	Dues - Maintenance Fee	\$35.00	\$5,220.47
10/01/2022	Dues - Maintenance Fee	\$35.00	\$5,255.47
10/07/2022	Legal Fee - Legal Fee Reimb	\$525.69	\$5,781.16
10/12/2022	Late Fee - Late Charges	\$10.00	\$5,791.16
11/01/2022	Dues - Maintenance Fee	\$35.00	\$5,826.16
11/14/2022	Late Fee - Late Charges	\$10.00	\$5,836.16
12/01/2022	Dues - Maintenance Fee	\$35.00	\$5,871.16
12/21/2022	Late Fee - Late Charges	\$10.00	\$5,881.16
01/01/2023	Dues - Maintenance Fee	\$35.00	\$5,916.16
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$7.00	\$5,923.16
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$5,924.16
01/03/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$295.00	\$6,219.16
01/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$6,288.16
01/11/2023	Late Fee - Late Charges	\$10.00	\$6,298.16
01/20/2023	Legal Collection Fee - In addressing remedy for Community Association loss of delinquent Assessments, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the delinquent owner as a preferred remedy. Other possibilities are Re-Mortgage, Home equity loan, or Other loan. Alternative resolution is a Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed for delinquent owner to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are a cash source legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs in cash. The Association tries to avoid conflicting interests, of using money from owners who pay assessments timely, to pay for Association cash obligations incurred originating from delinquent assessment owners. Recommendation available to the Board of Directors.	\$695.00	\$6,993.16
02/01/2023	Dues - Maintenance Fee	\$35.00	\$7,028.16
02/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,097.16
02/13/2023	Late Fee - Late Charges	\$10.00	\$7,107.16
03/01/2023	Dues - Maintenance Fee	\$35.00	\$7,142.16
03/02/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$7,143.16
03/02/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00	\$7,152.16
03/02/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$7,277.16
03/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,346.16
03/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,361.16
03/10/2023	Late Fee - Late Charges	\$10.00	\$7,371.16
04/01/2023	Dues - Maintenance Fee	\$35.00	\$7,406.16
04/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,475.16
04/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,490.16
04/10/2023	Late Fee - Late Charges	\$10.00	\$7,500.16
04/20/2023	Legal Collection Fee - Identify and locate security interests with their	\$480.00	\$7,980.16

	priority, analysis of Association claim, estimate fair market value of security interests and unit value, position of Association compared to other junior and senior Liens, estimate time to possession and then net value, evaluate rent diversion possibility, Timing Recommendation available to Board of Directors.			
05/01/2023	Dues - Maintenance Fee	\$35.00		\$8,015.16
05/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,084.16
05/04/2023	<b>BANK CHECK 0500095873</b>		\$50.00	\$8,034.16
05/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,049.16
05/10/2023	Late Fee - Late Charges	\$10.00		\$8,059.16
05/22/2023	<b>DIRECT TO ASSOC 9149</b>		\$35.00	\$8,024.16
06/01/2023	Dues - Maintenance Fee	\$35.00		\$8,059.16
06/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,128.16
06/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,143.16
06/10/2023	Late Fee - Late Charges	\$10.00		\$8,153.16
07/01/2023	Dues - Maintenance Fee	\$35.00		\$8,188.16
07/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,257.16
07/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,272.16
07/10/2023	Late Fee - Late Charges	\$10.00		\$8,282.16
08/01/2023	Dues - Maintenance Fee	\$35.00		\$8,317.16
08/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,386.16
08/07/2023	<b>CHECK 924559</b>		\$100.00	\$8,286.16
08/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,301.16
08/10/2023	Late Fee - Late Charges	\$10.00		\$8,311.16
09/01/2023	Dues - Maintenance Fee	\$35.00		\$8,346.16
09/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,415.16
09/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,430.16
09/10/2023	Late Fee - Late Charges	\$10.00		\$8,440.16
09/12/2023	<b>CERTIFIED CHECK 500104253</b>		\$100.00	\$8,340.16
09/29/2023	Legal Collection Fee - Review assumpsit case.	\$66.67		\$8,406.83
10/01/2023	Dues - Maintenance Fee	\$35.00		\$8,441.83
10/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,510.83
10/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,525.83
10/10/2023	Late Fee - Late Charges	\$10.00		\$8,535.83
11/01/2023	Dues - Maintenance Fee	\$35.00		\$8,570.83
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,639.83
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,654.83
11/10/2023	Late Fee - Late Charges	\$10.00		\$8,664.83
11/20/2023	<b>CERTIFIED CHECK 500108081</b>		\$100.00	\$8,564.83
12/01/2023	Dues - Maintenance Fee	\$35.00		\$8,599.83
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,668.83
12/07/2023	Fine - FINE NTC1 12/4/23 ENCROACHING	\$25.00		\$8,693.83
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,708.83
12/10/2023	Late Fee - Late Charges	\$10.00		\$8,718.83
01/01/2024	Dues - Maintenance Fee	\$35.00		\$8,753.83
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,822.83
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,837.83
01/10/2024	Late Fee - Late Charges	\$10.00		\$8,847.83
01/16/2024	<b>CERTIFIED CHECK 500111978</b>		\$100.00	\$8,747.83
02/01/2024	Dues - Maintenance Fee	\$35.00		\$8,782.83
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,851.83
02/08/2024	<b>CERTIFIED CHECK 569191</b>		\$100.00	\$8,751.83
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,766.83
02/10/2024	Late Fee - Late Charges	\$10.00		\$8,776.83
03/01/2024	Dues - Maintenance Fee	\$35.00		\$8,811.83
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$8,880.83
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$8,895.83
03/10/2024	Late Fee - Late Charges	\$10.00		\$8,905.83
04/01/2024	Dues - Maintenance Fee	\$35.00		\$8,940.83
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$9,009.83
04/05/2024	<b>CERTIFIED CHECK 500117964</b>		\$100.00	\$8,909.83
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,924.83
04/10/2024	Late Fee - Late Charges	\$10.00		\$8,934.83
05/01/2024	Dues - Maintenance Fee	\$35.00		\$8,969.83
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$9,038.83
05/06/2024	<b>CERTIFIED CHECK 500120300</b>		\$100.00	\$8,938.83
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,953.83

05/10/2024	Late Fee - Late Charges	\$10.00		\$8,963.83
06/01/2024	Dues - Maintenance Fee	\$35.00		\$8,998.83
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$9,067.83
06/10/2024	Late Fee - Late Charges	\$10.00		\$9,077.83
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$9,092.83
07/01/2024	Dues - Maintenance Fee	\$35.00		\$9,127.83
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$9,196.83
07/11/2024	Late Fee - LATE CHARGES	\$10.00		\$9,206.83
08/01/2024	Dues - Maintenance Fee	\$35.00		\$9,241.83
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$9,310.83
08/05/2024	<b>CERTIFIED CHECK 500126213</b>		<b>\$100.00</b>	<b>\$9,210.83</b>
08/06/2024	Legal Collection Fee - Identify and locate initial Exhibits, Complaint paragraphs selection; security interest priority ladder reviewed with extinguishment of Association security interest and likely net-equity estimated at pin-pointed timing; "when to file" Summons and Complaint Recommendation available to Board of Directors.	\$595.00		\$9,805.83
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$9,820.83
08/10/2024	Late Fee - Late Charges	\$10.00		\$9,830.83
09/01/2024	Dues - Maintenance Fee	\$35.00		\$9,865.83
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$9,934.83
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$9,949.83
09/10/2024	Late Fee - Late Charges	\$10.00		\$9,959.83
10/01/2024	Dues - Maintenance Fee	\$35.00		\$9,994.83
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$10,063.83
10/07/2024	<b>CERTIFIED CHECK 500130174</b>		<b>\$100.00</b>	<b>\$9,963.83</b>
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$9,978.83
10/10/2024	Late Fee - Late Charges	\$10.00		\$9,988.83
		Association Ledger Balance: \$0.00		Owner Balance <b>\$9,988.83</b>

Statement generated by the ONYX Case Management System (id:15249)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1123 Kealiiahonui St., Kaploei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
10/13/2018	Late Fee - Late Charges	\$10.00		\$10.00
11/01/2018	Dues - Maintenance Fee	\$30.00		\$40.00
11/13/2018	Late Fee - Late Charges	\$10.00		\$50.00
12/01/2018	Dues - Maintenance Fee	\$30.00		\$80.00
12/13/2018	Late Fee - Late Charges	\$10.00		\$90.00
01/01/2019	Dues - Maintenance Fee	\$30.00		\$120.00
01/13/2019	Late Fee - Late Charges	\$10.00		\$130.00
02/01/2019	Dues - Maintenance Fee	\$30.00		\$160.00
02/13/2019	Late Fee - Late Charges	\$10.00		\$170.00
03/01/2019	Dues - Maintenance Fee	\$30.00		\$200.00
03/13/2019	Late Fee - Late Charges	\$10.00		\$210.00
04/01/2019	Dues - Maintenance Fee	\$30.00		\$240.00
04/13/2019	Late Fee - Late Charges	\$10.00		\$250.00
05/01/2019	Dues - Maintenance Fee	\$30.00		\$280.00
05/13/2019	Late Fee - Late Charges	\$10.00		\$290.00
06/01/2019	Dues - Maintenance Fee	\$30.00		\$320.00
06/13/2019	Late Fee - Late Charges	\$10.00		\$330.00
07/01/2019	Dues - Maintenance Fee	\$30.00		\$360.00
07/13/2019	Late Fee - Late Charges	\$10.00		\$370.00
08/01/2019	Dues - Maintenance Fee	\$30.00		\$400.00
08/13/2019	Late Fee - Late Charges	\$10.00		\$410.00
09/01/2019	Dues - Maintenance Fee	\$30.00		\$440.00
09/13/2019	Late Fee - Late Charges	\$10.00		\$450.00
10/01/2019	Dues - Maintenance Fee	\$30.00		\$480.00
10/04/2019	Legal Fee - Legal Fee Reimbursement	\$210.55		\$690.55
10/11/2019	Legal Fee - Legal Fee Reimbursement	\$26.18		\$716.73
10/13/2019	Late Fee - Late Charges	\$10.00		\$726.73
11/01/2019	Dues - Maintenance Fee	\$30.00		\$756.73
11/13/2019	Late Fee - Late Charges	\$10.00		\$766.73
12/01/2019	Dues - Maintenance Fee	\$30.00		\$796.73
12/13/2019	Late Fee - Late Charges	\$10.00		\$806.73
12/31/2019	Legal Fee - Legal Fee Reimbursement	\$13.09		\$819.82
01/01/2020	Dues - Maintenance Fee	\$35.00		\$854.82
01/13/2020	Late Fee - Late Charges	\$10.00		\$864.82
02/01/2020	Dues - Maintenance Fee	\$35.00		\$899.82
02/13/2020	Late Fee - Late Charges	\$10.00		\$909.82
02/14/2020	Legal Fee - Legal Fee Reimbursement	\$262.68		\$1,172.50
03/01/2020	Dues - Maintenance Fee	\$35.00		\$1,207.50
03/13/2020	Late Fee - Late Charges	\$10.00		\$1,217.50
04/01/2020	Dues - Maintenance Fee	\$35.00		\$1,252.50
04/13/2020	Late Fee - Late Charges	\$10.00		\$1,262.50
04/30/2020	Waiver - Waived Per Board		\$10.00	\$1,252.50
05/01/2020	Dues - Maintenance Fee	\$35.00		\$1,287.50
05/12/2020	Waiver - Waived Per Board		\$10.00	\$1,277.50
05/13/2020	Late Fee - Late Charges	\$10.00		\$1,287.50
06/01/2020	Dues - Maintenance Fee	\$35.00		\$1,322.50
06/13/2020	Late Fee - Late Charges	\$10.00		\$1,332.50
06/19/2020	Legal Fee - Legal Fee Reimbursement	\$103.66		\$1,436.16
07/01/2020	Dues - Maintenance Fee	\$35.00		\$1,471.16
07/13/2020	Late Fee - Late Charges	\$10.00		\$1,481.16
07/13/2020	Waiver - Waived Per Board		\$10.00	\$1,471.16
07/15/2020	Waiver - Waived Per Board		\$10.00	\$1,461.16
08/01/2020	Dues - Maintenance Fee	\$35.00		\$1,496.16

08/11/2020	Waiver - Waived Per Board		\$10.00	\$1,486.16
08/13/2020	Late Fee - Late Charges	\$10.00		\$1,496.16
09/01/2020	Dues - Maintenance Fee	\$35.00		\$1,531.16
09/13/2020	Late Fee - Late Charges	\$10.00		\$1,541.16
10/01/2020	Dues - Maintenance Fee	\$35.00		\$1,576.16
10/13/2020	Late Fee - Late Charges	\$10.00		\$1,586.16
10/23/2020	Legal Fee - Legal Fee Reimbursement	\$26.18		\$1,612.34
11/01/2020	Dues - Maintenance Fee	\$35.00		\$1,647.34
11/13/2020	Late Fee - Late Charges	\$10.00		\$1,657.34
12/01/2020	Dues - Maintenance Fee	\$35.00		\$1,692.34
12/13/2020	Late Fee - Late Charges	\$10.00		\$1,702.34
01/01/2021	Dues - Maintenance Fee	\$35.00		\$1,737.34
01/13/2021	Late Fee - Late Charges	\$10.00		\$1,747.34
02/01/2021	Dues - Maintenance Fee	\$35.00		\$1,782.34
02/13/2021	Late Fee - Late Charges	\$10.00		\$1,792.34
03/01/2021	Dues - Maintenance Fee	\$35.00		\$1,827.34
03/13/2021	Late Fee - Late Charges	\$10.00		\$1,837.34
04/01/2021	Dues - Maintenance Fee	\$35.00		\$1,872.34
04/13/2021	Late Fee - Late Charges	\$10.00		\$1,882.34
05/01/2021	Dues - Maintenance Fee	\$35.00		\$1,917.34
05/13/2021	Late Fee - Late Charges	\$10.00		\$1,927.34
06/01/2021	Dues - Maintenance Fee	\$35.00		\$1,962.34
06/13/2021	Late Fee - Late Charges	\$10.00		\$1,972.34
06/30/2021	Legal Fee - Legal Fee Reimbursement	\$13.09		\$1,985.43
07/01/2021	Dues - Maintenance Fee	\$35.00		\$2,020.43
07/13/2021	Late Fee - Late Charges	\$10.00		\$2,030.43
07/30/2021	Legal Fee - Legal Fee Reimbursement	\$52.36		\$2,082.79
07/30/2021	Legal Fee - Legal Fee Reimbursement	\$253.37		\$2,336.16
07/30/2021	Waiver - RVRS MRL&O INV #64642		\$262.68	\$2,073.48
08/01/2021	Dues - Maintenance Fee	\$35.00		\$2,108.48
08/13/2021	Late Fee - Late Charges	\$10.00		\$2,118.48
09/01/2021	Dues - Maintenance Fee	\$35.00		\$2,153.48
09/13/2021	Late Fee - Late Charges	\$10.00		\$2,163.48
10/01/2021	Dues - Maintenance Fee	\$35.00		\$2,198.48
10/13/2021	Late Fee - Late Charges	\$10.00		\$2,208.48
11/01/2021	Dues - Maintenance Fee	\$35.00		\$2,243.48
11/12/2021	Waiver - Write Off		\$20.00	\$2,223.48
11/12/2021	Waiver - Write Off		\$110.00	\$2,113.48
11/13/2021	Late Fee - Late Charges	\$10.00		\$2,123.48
12/01/2021	Dues - Maintenance Fee	\$35.00		\$2,158.48
12/13/2021	Late Fee - Late Charges	\$10.00		\$2,168.48
12/17/2021	Legal Fee - Legal Fee Reimbursement	\$28.80		\$2,197.28
01/01/2022	Dues - Maintenance Fee	\$35.00		\$2,232.28
01/13/2022	Late Fee - Late Charges	\$10.00		\$2,242.28
02/01/2022	Legal Fee - Legal Fee Reimbursement	\$358.64		\$2,600.92
02/01/2022	Dues - Maintenance Fee	\$35.00		\$2,635.92
02/11/2022	Legal Fee - Legal Fee Reimbursement	\$291.39		\$2,927.31
02/13/2022	Late Fee - Late Charges	\$10.00		\$2,937.31
03/01/2022	Dues - Maintenance Fee	\$35.00		\$2,972.31
03/11/2022	Legal Fee - Legal Fee Reimbursement	\$627.44		\$3,599.75
03/13/2022	Late Fee - Late Charges	\$10.00		\$3,609.75
04/01/2022	Dues - Maintenance Fee	\$35.00		\$3,644.75
04/08/2022	Legal Fee - Legal Fee Reimbursement	\$26.18		\$3,670.93
04/13/2022	Late Fee - Late Charges	\$10.00		\$3,680.93
05/01/2022	Dues - Maintenance Fee	\$35.00		\$3,715.93
05/13/2022	Late Fee - Late Charges	\$10.00		\$3,725.93
06/01/2022	Dues - Maintenance Fee	\$35.00		\$3,760.93
06/13/2022	Late Fee - Late Charges	\$10.00		\$3,770.93
07/01/2022	Dues - Maintenance Fee	\$35.00		\$3,805.93
07/08/2022	Legal Fee - Legal Fee Reimbursement	\$1,028.80		\$4,834.73
07/13/2022	Late Fee - Late Charges	\$10.00		\$4,844.73
08/01/2022	Dues - Maintenance Fee	\$35.00		\$4,879.73
08/05/2022	Legal Fee - Legal Fee Reimbursement	\$83.25		\$4,962.98
08/13/2022	Late Fee - Late Charges	\$10.00		\$4,972.98
09/01/2022	Dues - Maintenance Fee	\$35.00		\$5,007.98
09/09/2022	Legal Fee - Legal Fee Reimbursement	\$1,147.34		\$6,155.32
09/13/2022	Late Fee - Late Charges	\$10.00		\$6,165.32

10/01/2022	Dues - Maintenance Fee	\$35.00	\$6,200.32
10/07/2022	Legal Fee - Legal Fee Reimbursement	\$10.47	\$6,210.79
10/13/2022	Late Fee - Late Charges	\$10.00	\$6,220.79
11/01/2022	Dues - Maintenance Fee	\$35.00	\$6,255.79
11/13/2022	Late Fee - Late Charges	\$10.00	\$6,265.79
12/01/2022	Dues - Maintenance Fee	\$35.00	\$6,300.79
12/13/2022	Late Fee - Late Charges	\$10.00	\$6,310.79
01/01/2023	Dues - Maintenance Fee	\$35.00	\$6,345.79
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$7.00	\$6,352.79
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$6,353.79
01/03/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$295.00	\$6,648.79
01/11/2023	Late Fee - Late Charges	\$10.00	\$6,658.79
02/01/2023	Dues - Maintenance Fee	\$35.00	\$6,693.79
02/07/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$6,694.79
02/07/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00	\$6,703.79
02/07/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$6,828.79
02/13/2023	Late Fee - Late Charges	\$10.00	\$6,838.79
03/01/2023	Dues - Maintenance Fee	\$35.00	\$6,873.79
03/13/2023	Late Fee - Late Charges	\$10.00	\$6,883.79
04/01/2023	Dues - Maintenance Fee	\$35.00	\$6,918.79
04/11/2023	Late Fee - Late Charges	\$10.00	\$6,928.79
05/01/2023	Dues - Maintenance Fee	\$35.00	\$6,963.79
05/11/2023	Late Fee - Late Charges	\$10.00	\$6,973.79
06/01/2023	Dues - Maintenance Fee	\$35.00	\$7,008.79
06/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,023.79
06/10/2023	Late Fee - Late Charges	\$10.00	\$7,033.79
07/01/2023	Dues - Maintenance Fee	\$35.00	\$7,068.79
07/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,137.79
07/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,152.79
07/10/2023	Late Fee - Late Charges	\$10.00	\$7,162.79
08/01/2023	Dues - Maintenance Fee	\$35.00	\$7,197.79
08/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,266.79
08/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,281.79
08/10/2023	Late Fee - Late Charges	\$10.00	\$7,291.79
09/01/2023	Dues - Maintenance Fee	\$35.00	\$7,326.79
09/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,395.79
09/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,410.79
09/10/2023	Late Fee - Late Charges	\$10.00	\$7,420.79
09/29/2023	Legal Collection Expense - eCourt Kokua Documents	\$6.16	\$7,426.95
10/01/2023	Dues - Maintenance Fee	\$35.00	\$7,461.95
10/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,530.95
10/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,545.95
10/10/2023	Late Fee - Late Charges	\$10.00	\$7,555.95
11/01/2023	Dues - Maintenance Fee	\$35.00	\$7,590.95
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,659.95
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,674.95
11/10/2023	Late Fee - Late Charges	\$10.00	\$7,684.95
12/01/2023	Dues - Maintenance Fee	\$35.00	\$7,719.95
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,788.95
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,803.95
12/10/2023	Late Fee - Late Charges	\$10.00	\$7,813.95
01/01/2024	Dues - Maintenance Fee	\$35.00	\$7,848.95
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$7,917.95
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$7,932.95
01/10/2024	Late Fee - Late Charges	\$10.00	\$7,942.95
02/01/2024	Dues - Maintenance Fee	\$35.00	\$7,977.95
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,046.95
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,061.95
02/10/2024	Late Fee - Late Charges	\$10.00	\$8,071.95
03/01/2024	Dues - Maintenance Fee	\$35.00	\$8,106.95
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$8,175.95
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$8,190.95
03/10/2024	Late Fee - Late Charges	\$10.00	\$8,200.95



04/01/2024	Dues - Maintenance Fee	\$35.00		\$8,235.95
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$8,304.95
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,319.95
04/10/2024	Late Fee - Late Charges	\$10.00		\$8,329.95
05/01/2024	Dues - Maintenance Fee	\$35.00		\$8,364.95
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$8,433.95
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,448.95
05/10/2024	Late Fee - Late Charges	\$10.00		\$8,458.95
06/01/2024	Dues - Maintenance Fee	\$35.00		\$8,493.95
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$8,562.95
06/10/2024	Late Fee - Late Charges	\$10.00		\$8,572.95
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,587.95
07/01/2024	Dues - Maintenance Fee	\$35.00		\$8,622.95
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$8,691.95
07/10/2024	Late Fee - Late Charges	\$10.00		\$8,701.95
08/01/2024	Dues - Maintenance Fee	\$35.00		\$8,736.95
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$8,805.95
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,820.95
08/10/2024	Late Fee - Late Charges	\$10.00		\$8,830.95
09/01/2024	Dues - Maintenance Fee	\$35.00		\$8,865.95
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$8,934.95
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,949.95
09/10/2024	Late Fee - Late Charges	\$10.00		\$8,959.95
10/01/2024	Dues - Maintenance Fee	\$35.00		\$8,994.95
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$9,063.95
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$9,078.95
10/10/2024	Late Fee - Late Charges	\$10.00		\$9,088.95
		Association Ledger Balance: \$0.00		Owner Balance <b>\$9,088.95</b>

Statement generated by the ONYX Case Management System (id:15245)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1200 Kaneoneo St, #291, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
01/01/2015	Dues - Maintenance Fee	\$30.00		\$30.00
01/22/2015	Dues - Maintenance Fee	\$95.00		\$125.00
01/22/2015	Late Fee - Late Charges	\$20.00		\$145.00
02/01/2015	Dues - Maintenance Fee	\$30.00		\$175.00
03/01/2015	Dues - Maintenance Fee	\$30.00		\$205.00
04/01/2015	Dues - Maintenance Fee	\$30.00		\$235.00
05/01/2015	Dues - Maintenance Fee	\$30.00		\$265.00
05/06/2015	Waiver - Waive late fees		\$20.00	\$245.00
06/01/2015	Dues - Maintenance Fee	\$30.00		\$275.00
07/01/2015	Dues - Maintenance Fee	\$30.00		\$305.00
07/13/2015	Late Fee - Late Charges	\$10.00		\$315.00
08/01/2015	Dues - Maintenance Fee	\$30.00		\$345.00
08/11/2015	Late Fee - Late Charges	\$10.00		\$355.00
09/01/2015	Dues - Maintenance Fee	\$30.00		\$385.00
09/11/2015	Late Fee - Late Charges	\$10.00		\$395.00
10/01/2015	Dues - Maintenance Fee	\$30.00		\$425.00
10/13/2015	Late Fee - Late Charges	\$10.00		\$435.00
11/01/2015	Dues - Maintenance Fee	\$30.00		\$465.00
11/12/2015	Late Fee - Late Charges	\$10.00		\$475.00
12/01/2015	Dues - Maintenance Fee	\$30.00		\$505.00
12/11/2015	Late Fee - Late Charges	\$10.00		\$515.00
01/01/2016	Dues - Maintenance Fee	\$30.00		\$545.00
01/12/2016	Late Fee - Late Charges	\$10.00		\$555.00
01/31/2016	Legal Fee - Legal Fee Reimbursement	\$26.18		\$581.18
02/01/2016	Dues - Maintenance Fee	\$30.00		\$611.18
02/11/2016	Late Fee - Late Charges	\$10.00		\$621.18
03/01/2016	Dues - Maintenance Fee	\$30.00		\$651.18
03/11/2016	Late Fee - Late Charges	\$10.00		\$661.18
04/01/2016	Dues - Maintenance Fee	\$30.00		\$691.18
04/12/2016	Late Fee - Late Charges	\$10.00		\$701.18
05/01/2016	Dues - Maintenance Fee	\$30.00		\$731.18
05/11/2016	Late Fee - Late Charges	\$10.00		\$741.18
06/01/2016	Dues - Maintenance Fee	\$30.00		\$771.18
06/13/2016	Late Fee - Late Charges	\$10.00		\$781.18
07/01/2016	Dues - Maintenance Fee	\$30.00		\$811.18
07/01/2016	Legal Fee - Legal Fee Reimbursement	\$104.71		\$915.89
07/12/2016	Late Fee - Late Charges	\$10.00		\$925.89
08/01/2016	Dues - Maintenance Fee	\$30.00		\$955.89
08/11/2016	Late Fee - Late Charges	\$10.00		\$965.89
09/01/2016	Dues - Maintenance Fee	\$30.00		\$995.89
09/02/2016	Legal Fee - Legal Fee Reimbursement	\$59.69		\$1,055.58
09/12/2016	Late Fee - Late Charges	\$10.00		\$1,065.58
10/01/2016	Dues - Maintenance Fee	\$30.00		\$1,095.58
10/12/2016	Late Fee - Late Charges	\$10.00		\$1,105.58
11/01/2016	Dues - Maintenance Fee	\$30.00		\$1,135.58
11/14/2016	Late Fee - Late Charges	\$10.00		\$1,145.58
12/01/2016	Dues - Maintenance Fee	\$30.00		\$1,175.58
12/12/2016	Late Fee - Late Charges	\$10.00		\$1,185.58
01/01/2017	Dues - Maintenance Fee	\$30.00		\$1,215.58
01/11/2017	Late Fee - Late Charges	\$10.00		\$1,225.58
02/01/2017	Dues - Maintenance Fee	\$30.00		\$1,255.58
02/13/2017	Late Fee - Late Charges	\$10.00		\$1,265.58
03/01/2017	Dues - Maintenance Fee	\$30.00		\$1,295.58

03/13/2017	Late Fee - Late Charges	\$10.00		\$1,305.58
04/01/2017	Dues - Maintenance Fee	\$30.00		\$1,335.58
04/11/2017	Late Fee - Late Charges	\$10.00		\$1,345.58
05/01/2017	Dues - Maintenance Fee	\$30.00		\$1,375.58
05/11/2017	Late Fee - Late Charges	\$10.00		\$1,385.58
06/01/2017	Dues - Maintenance Fee	\$30.00		\$1,415.58
06/08/2017	Waiver - Legal Fee Reimbursement		\$100.00	\$1,315.58
06/13/2017	Late Fee - Late Charges	\$10.00		\$1,325.58
07/01/2017	Dues - Maintenance Fee	\$30.00		\$1,355.58
07/10/2017	Waiver - Waive late fees		\$9.42	\$1,346.16
07/10/2017	Waiver - Legal Fee Reimbursement		\$90.58	\$1,255.58
07/11/2017	Legal Fee - Legal Fee Reimbursement	\$50.26		\$1,305.84
07/11/2017	Late Fee - Late Charges	\$10.00		\$1,315.84
07/28/2017	Legal Fee - Legal Fee Reimbursement	\$20.94		\$1,336.78
08/01/2017	Dues - Maintenance Fee	\$30.00		\$1,366.78
08/11/2017	Late Fee - Late Charges	\$10.00		\$1,376.78
09/01/2017	Dues - Maintenance Fee	\$30.00		\$1,406.78
09/12/2017	Late Fee - Late Charges	\$10.00		\$1,416.78
09/18/2017	Waiver - Legal Fee Reimbursement		\$50.00	\$1,366.78
09/25/2017	Legal Fee - Legal Fee Reimbursement	\$21.36		\$1,388.14
10/01/2017	Dues - Maintenance Fee	\$30.00		\$1,418.14
10/11/2017	Late Fee - Late Charges	\$10.00		\$1,428.14
11/01/2017	Dues - Maintenance Fee	\$30.00		\$1,458.14
11/13/2017	Waiver - Waive late fees		\$10.00	\$1,448.14
11/15/2017	Waiver - Waive late fees		\$57.44	\$1,390.70
11/15/2017	Waiver - Legal Fee Reimbursement		\$42.56	\$1,348.14
11/22/2017	Legal Fee - Legal Fee Reimbursement	\$21.57		\$1,369.71
12/01/2017	Dues - Maintenance Fee	\$30.00		\$1,399.71
12/12/2017	Late Fee - Late Charges	\$10.00		\$1,409.71
01/01/2018	Dues - Maintenance Fee	\$30.00		\$1,439.71
01/11/2018	Late Fee - Late Charges	\$10.00		\$1,449.71
01/24/2018	Legal Fee - Legal Fee Reimbursement	\$21.57		\$1,471.28
02/01/2018	Dues - Maintenance Fee	\$30.00		\$1,501.28
02/12/2018	Late Fee - Late Charges	\$10.00		\$1,511.28
03/01/2018	Dues - Maintenance Fee	\$30.00		\$1,541.28
03/12/2018	Late Fee - Late Charges	\$10.00		\$1,551.28
04/01/2018	Dues - Maintenance Fee	\$30.00		\$1,581.28
04/11/2018	Late Fee - Late Charges	\$10.00		\$1,591.28
05/01/2018	Dues - Maintenance Fee	\$30.00		\$1,621.28
05/11/2018	Late Fee - Late Charges	\$10.00		\$1,631.28
06/01/2018	Dues - Maintenance Fee	\$30.00		\$1,661.28
06/13/2018	Late Fee - Late Charges	\$10.00		\$1,671.28
07/01/2018	Dues - Maintenance Fee	\$30.00		\$1,701.28
07/11/2018	Late Fee - Late Charges	\$10.00		\$1,711.28
08/01/2018	Dues - Maintenance Fee	\$30.00		\$1,741.28
08/13/2018	Late Fee - Late Charges	\$10.00		\$1,751.28
09/01/2018	Dues - Maintenance Fee	\$30.00		\$1,781.28
09/11/2018	Late Fee - Late Charges	\$10.00		\$1,791.28
10/01/2018	Dues - Maintenance Fee	\$30.00		\$1,821.28
10/11/2018	Late Fee - Late Charges	\$10.00		\$1,831.28
11/01/2018	Dues - Maintenance Fee	\$30.00		\$1,861.28
11/13/2018	Late Fee - Late Charges	\$10.00		\$1,871.28
12/01/2018	Dues - Maintenance Fee	\$30.00		\$1,901.28
12/11/2018	Late Fee - Late Charges	\$10.00		\$1,911.28
01/01/2019	Dues - Maintenance Fee	\$30.00		\$1,941.28
01/11/2019	Late Fee - Late Charges	\$10.00		\$1,951.28
02/01/2019	Dues - Maintenance Fee	\$30.00		\$1,981.28
02/12/2019	Late Fee - Late Charges	\$10.00		\$1,991.28
03/01/2019	Dues - Maintenance Fee	\$30.00		\$2,021.28
03/12/2019	Late Fee - Late Charges	\$10.00		\$2,031.28
04/01/2019	Dues - Maintenance Fee	\$30.00		\$2,061.28
04/11/2019	Late Fee - Late Charges	\$10.00		\$2,071.28
05/01/2019	Dues - Maintenance Fee	\$30.00		\$2,101.28
05/13/2019	Late Fee - Late Charges	\$10.00		\$2,111.28
06/01/2019	Dues - Maintenance Fee	\$30.00		\$2,141.28
06/12/2019	Late Fee - Late Charges	\$10.00		\$2,151.28
07/01/2019	Dues - Maintenance Fee	\$30.00		\$2,181.28

07/11/2019	Late Fee - Late Charges	\$10.00		\$2,191.28
07/17/2019	Legal Fee - Legal Fee Reimbursement	\$207.93		\$2,399.21
08/01/2019	Dues - Maintenance Fee	\$30.00		\$2,429.21
08/12/2019	Late Fee - Late Charges	\$10.00		\$2,439.21
09/01/2019	Dues - Maintenance Fee	\$30.00		\$2,469.21
09/11/2019	Late Fee - Late Charges	\$10.00		\$2,479.21
10/01/2019	Dues - Maintenance Fee	\$30.00		\$2,509.21
10/04/2019	Legal Fee - Legal Fee Reimbursement	\$90.44		\$2,599.65
10/11/2019	Late Fee - Late Charges	\$10.00		\$2,609.65
10/18/2019	Legal Fee - Legal Fee Reimbursement	\$52.36		\$2,662.01
11/01/2019	Dues - Maintenance Fee	\$30.00		\$2,692.01
11/13/2019	Late Fee - Late Charges	\$10.00		\$2,702.01
12/01/2019	Dues - Maintenance Fee	\$30.00		\$2,732.01
12/11/2019	Late Fee - Late Charges	\$10.00		\$2,742.01
01/01/2020	Dues - Maintenance Fee	\$35.00		\$2,777.01
01/13/2020	Late Fee - Late Charges	\$10.00		\$2,787.01
02/01/2020	Dues - Maintenance Fee	\$35.00		\$2,822.01
02/11/2020	Late Fee - Late Charges	\$10.00		\$2,832.01
02/14/2020	Legal Fee - Legal Fee Reimbursement	\$26.18		\$2,858.19
03/01/2020	Dues - Maintenance Fee	\$35.00		\$2,893.19
03/11/2020	Late Fee - Late Charges	\$10.00		\$2,903.19
04/01/2020	Dues - Maintenance Fee	\$35.00		\$2,938.19
04/13/2020	Late Fee - Late Charges	\$10.00		\$2,948.19
04/30/2020	Waiver - Waive late fees		\$10.00	\$2,938.19
05/01/2020	Dues - Maintenance Fee	\$35.00		\$2,973.19
05/12/2020	Late Fee - Late Charges	\$10.00		\$2,983.19
05/12/2020	Waiver - Waive late fees		\$10.00	\$2,973.19
06/01/2020	Dues - Maintenance Fee	\$35.00		\$3,008.19
06/12/2020	Late Fee - Late Charges	\$10.00		\$3,018.19
06/19/2020	Fine - Fines	\$25.00		\$3,043.19
07/01/2020	Dues - Maintenance Fee	\$35.00		\$3,078.19
07/13/2020	Late Fee - Late Charges	\$10.00		\$3,088.19
07/13/2020	DIRECT TO ASSOC CASH693		\$25.00	\$3,063.19
07/13/2020	Waiver - Waive late fees		\$10.00	\$3,053.19
07/15/2020	Waiver - Waive late fees		\$10.00	\$3,043.19
08/01/2020	Dues - Maintenance Fee	\$35.00		\$3,078.19
08/11/2020	Late Fee - Late Charges	\$10.00		\$3,088.19
08/11/2020	Waiver - Waive late fees		\$10.00	\$3,078.19
09/01/2020	Dues - Maintenance Fee	\$35.00		\$3,113.19
09/11/2020	Late Fee - Late Charges	\$10.00		\$3,123.19
10/01/2020	Dues - Maintenance Fee	\$35.00		\$3,158.19
10/13/2020	Late Fee - Late Charges	\$10.00		\$3,168.19
10/23/2020	Legal Fee - Legal Fee Reimbursement	\$26.18		\$3,194.37
11/01/2020	Dues - Maintenance Fee	\$35.00		\$3,229.37
11/12/2020	Late Fee - Late Charges	\$10.00		\$3,239.37
12/01/2020	Dues - Maintenance Fee	\$35.00		\$3,274.37
12/11/2020	Late Fee - Late Charges	\$10.00		\$3,284.37
01/01/2021	Dues - Maintenance Fee	\$35.00		\$3,319.37
01/12/2021	Late Fee - Late Charges	\$10.00		\$3,329.37
02/01/2021	Dues - Maintenance Fee	\$35.00		\$3,364.37
02/11/2021	Late Fee - Late Charges	\$10.00		\$3,374.37
03/01/2021	Dues - Maintenance Fee	\$35.00		\$3,409.37
03/11/2021	Late Fee - Late Charges	\$10.00		\$3,419.37
04/01/2021	Dues - Maintenance Fee	\$35.00		\$3,454.37
04/12/2021	Late Fee - Late Charges	\$10.00		\$3,464.37
05/01/2021	Dues - Maintenance Fee	\$35.00		\$3,499.37
05/11/2021	Late Fee - Late Charges	\$10.00		\$3,509.37
06/01/2021	Dues - Maintenance Fee	\$35.00		\$3,544.37
06/14/2021	Late Fee - Late Charges	\$10.00		\$3,554.37
07/01/2021	Dues - Maintenance Fee	\$35.00		\$3,589.37
07/09/2021	Legal Fee - Legal Fee Reimbursement	\$13.09		\$3,602.46
07/12/2021	Late Fee - Late Charges	\$10.00		\$3,612.46
08/01/2021	Dues - Maintenance Fee	\$35.00		\$3,647.46
08/11/2021	Late Fee - Late Charges	\$10.00		\$3,657.46
08/18/2021	Waiver - Maintenance Fee		\$420.00	\$3,237.46
09/01/2021	Dues - Maintenance Fee	\$35.00		\$3,272.46
09/13/2021	Late Fee - Late Charges	\$10.00		\$3,282.46

10/01/2021	Dues - Maintenance Fee	\$35.00		\$3,317.46
10/13/2021	Late Fee - Late Charges	\$10.00		\$3,327.46
11/01/2021	Dues - Maintenance Fee	\$35.00		\$3,362.46
11/12/2021	Late Fee - Late Charges	\$10.00		\$3,372.46
11/23/2021	Legal Fee - Legal Fee Reimbursement	\$347.78		\$3,720.24
11/23/2021	Legal Fee - Legal Fee Reimbursement	\$97.05		\$3,817.29
12/01/2021	Dues - Maintenance Fee	\$35.00		\$3,852.29
12/13/2021	Late Fee - Late Charges	\$10.00		\$3,862.29
12/17/2021	Legal Fee - Legal Fee Reimbursement	\$26.18		\$3,888.47
01/01/2022	Dues - Maintenance Fee	\$35.00		\$3,923.47
01/11/2022	Late Fee - Late Charges	\$10.00		\$3,933.47
01/13/2022	Fine - Fines	\$50.00		\$3,983.47
02/01/2022	Dues - Maintenance Fee	\$35.00		\$4,018.47
02/01/2022	Legal Fee - Legal Fee Reimbursement	\$350.27		\$4,368.74
02/04/2022	Waiver - Legal Fee Reimbursement		\$70.00	\$4,298.74
02/11/2022	Legal Fee - Legal Fee Reimbursement	\$12.77		\$4,311.51
02/11/2022	Late Fee - Late Charges	\$10.00		\$4,321.51
03/01/2022	Dues - Maintenance Fee	\$35.00		\$4,356.51
03/11/2022	Late Fee - Late Charges	\$10.00		\$4,366.51
04/01/2022	Dues - Maintenance Fee	\$35.00		\$4,401.51
04/12/2022	Late Fee - Late Charges	\$10.00		\$4,411.51
05/01/2022	Dues - Maintenance Fee	\$35.00		\$4,446.51
05/06/2022	Legal Fee - Legal Fee Reimbursement	\$117.80		\$4,564.31
05/11/2022	Late Fee - Late Charges	\$10.00		\$4,574.31
05/26/2022	Waiver - Legal Fee Reimbursement		\$70.00	\$4,504.31
06/01/2022	Dues - Maintenance Fee	\$35.00		\$4,539.31
06/09/2022	Legal Fee - Legal Fee Reimbursement	\$333.10		\$4,872.41
06/14/2022	Late Fee - Late Charges	\$10.00		\$4,882.41
06/28/2022	Waiver - Legal Fee Reimbursement		\$70.00	\$4,812.41
07/01/2022	Dues - Maintenance Fee	\$35.00		\$4,847.41
07/01/2022	Fine - Fines	\$25.00		\$4,872.41
07/12/2022	Late Fee - Late Charges	\$10.00		\$4,882.41
07/20/2022	Waiver - Adjust Stat of Limit		\$140.00	\$4,742.41
07/20/2022	Waiver - Adjust Stat of Limit		\$130.89	\$4,611.52
07/20/2022	Waiver - Adjust Stat of Limit		\$695.00	\$3,916.52
08/01/2022	Dues - Maintenance Fee	\$35.00		\$3,951.52
08/01/2022	Fine - Fines	\$50.00		\$4,001.52
08/11/2022	Late Fee - Late Charges	\$10.00		\$4,011.52
09/01/2022	Dues - Maintenance Fee	\$35.00		\$4,046.52
09/09/2022	Legal Fee - Legal Fee Reimbursement	\$114.45		\$4,160.97
09/13/2022	Late Fee - Late Charges	\$10.00		\$4,170.97
10/01/2022	Dues - Maintenance Fee	\$35.00		\$4,205.97
10/03/2022	DIRECT TO ASSOC LB26		\$70.00	\$4,135.97
10/05/2022	Fine - Fines	\$25.00		\$4,160.97
10/07/2022	Legal Fee - Legal Fee Reimbursement	\$55.50		\$4,216.47
10/12/2022	Late Fee - Late Charges	\$10.00		\$4,226.47
11/01/2022	Dues - Maintenance Fee	\$35.00		\$4,261.47
11/14/2022	Late Fee - Late Charges	\$10.00		\$4,271.47
11/15/2022	Fine - Fines	\$50.00		\$4,321.47
12/01/2022	Dues - Maintenance Fee	\$35.00		\$4,356.47
12/12/2022	Late Fee - Late Charges	\$10.00		\$4,366.47
12/22/2022	Fine - Fines	\$25.00		\$4,391.47
12/23/2022	DIRECT TO ASSOC LB6		\$70.00	\$4,321.47
01/01/2023	Dues - Maintenance Fee	\$35.00		\$4,356.47
01/11/2023	Late Fee - Late Charges	\$10.00		\$4,366.47
02/01/2023	Dues - Maintenance Fee	\$35.00		\$4,401.47
02/09/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$4,796.47
02/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$4,805.47
02/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$4,806.47
02/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$4,815.47
02/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$4,816.47
02/10/2023	Late Fee - Late Charges	\$10.00		\$4,826.47
03/01/2023	Dues - Maintenance Fee	\$35.00		\$4,861.47

03/10/2023	Late Fee - Late Charges	\$10.00		\$4,871.47
03/10/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan. Alternatively Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs, and tries to avoid using money from owners who pay assessments timely, to pay for obligations due to delinquent assessment owners. Recommendation available to the Board of Directors.	\$695.00		\$5,566.47
04/01/2023	Dues - Maintenance Fee	\$35.00		\$5,601.47
04/10/2023	Late Fee - Late Charges	\$10.00		\$5,611.47
04/10/2023	Legal Collection Expense - Mailing expense to send CONTACT REQUEST LETTER by Mail	\$1.00		\$5,612.47
04/10/2023	Legal Collection Expense - Mailing expense to send CONTACT REQUEST LETTER by Mail	\$1.00		\$5,613.47
05/01/2023	Dues - Maintenance Fee	\$35.00		\$5,648.47
05/10/2023	Late Fee - Late Charges	\$10.00		\$5,658.47
05/16/2023	Legal Collection Expense - Mailing expense to send CONTACT REQUEST LETTER by Mail	\$1.00		\$5,659.47
05/16/2023	Legal Collection Expense - Mailing expense to send CONTACT REQUEST LETTER by Mail	\$1.00		\$5,660.47
06/01/2023	Dues - Maintenance Fee	\$35.00		\$5,695.47
06/10/2023	Late Fee - Late Charges	\$10.00		\$5,705.47
07/01/2023	Dues - Maintenance Fee	\$35.00		\$5,740.47
07/03/2023	Legal Collection Expense - Mailing expense to send CONTACT REQUEST LETTER by Mail	\$1.00		\$5,741.47
07/10/2023	Late Fee - Late Charges	\$10.00		\$5,751.47
08/01/2023	Dues - Maintenance Fee	\$35.00		\$5,786.47
08/08/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$5,911.47
08/08/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$5,912.47
08/08/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00		\$5,921.47
08/08/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$5,922.47
08/10/2023	Late Fee - Late Charges	\$10.00		\$5,932.47
09/01/2023	Dues - Maintenance Fee	\$35.00		\$5,967.47
09/01/2023	Legal Collection Fee - Identify and locate security interests with their priority, analysis of Association claim, estimate fair market value of security interests and unit value, position of Association compared to senior Liens, estimate time to possession and then net value, evaluate rent diversion possibility, Timing Recommendation available to Board of Directors.	\$510.00		\$6,477.47
09/10/2023	Late Fee - Late Charges	\$10.00		\$6,487.47
10/01/2023	Dues - Maintenance Fee	\$35.00		\$6,522.47
10/10/2023	Late Fee - Late Charges	\$10.00		\$6,532.47
11/01/2023	Dues - Maintenance Fee	\$35.00		\$6,567.47
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$6,636.47
11/10/2023	Late Fee - Late Charges	\$10.00		\$6,646.47
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$6,661.47
12/01/2023	Dues - Maintenance Fee	\$35.00		\$6,696.47
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$6,765.47
12/10/2023	Late Fee - Late Charges	\$10.00		\$6,775.47
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$6,790.47
01/01/2024	Dues - Maintenance Fee	\$35.00		\$6,825.47
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$6,894.47
01/10/2024	Late Fee - Late Charges	\$10.00		\$6,904.47

01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$6,919.47
02/01/2024	Dues - Maintenance Fee	\$35.00		\$6,954.47
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$7,023.47
02/10/2024	Late Fee - Late Charges	\$10.00		\$7,033.47
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$7,048.47
03/01/2024	Dues - Maintenance Fee	\$35.00		\$7,083.47
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$7,152.47
03/10/2024	Late Fee - Late Charges	\$10.00		\$7,162.47
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$7,177.47
04/01/2024	Dues - Maintenance Fee	\$35.00		\$7,212.47
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$7,281.47
04/10/2024	Late Fee - Late Charges	\$10.00		\$7,291.47
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$7,306.47
05/01/2024	Dues - Maintenance Fee	\$35.00		\$7,341.47
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$7,410.47
05/10/2024	Late Fee - Late Charges	\$10.00		\$7,420.47
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$7,435.47
06/01/2024	Dues - Maintenance Fee	\$35.00		\$7,470.47
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$7,539.47
06/10/2024	Late Fee - Late Charges	\$10.00		\$7,549.47
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$7,564.47
07/01/2024	Dues - Maintenance Fee	\$35.00		\$7,599.47
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$7,668.47
07/10/2024	Late Fee - Late Charges	\$10.00		\$7,678.47
08/01/2024	Dues - Maintenance Fee	\$35.00		\$7,713.47
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$7,782.47
08/10/2024	Late Fee - Late Charges	\$10.00		\$7,792.47
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$7,807.47
09/01/2024	Dues - Maintenance Fee	\$35.00		\$7,842.47
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$7,911.47
09/10/2024	Late Fee - Late Charges	\$10.00		\$7,921.47
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$7,936.47
10/01/2024	Dues - Maintenance Fee	\$35.00		\$7,971.47
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$8,040.47
10/10/2024	Late Fee - Late Charges	\$10.00		\$8,050.47
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$8,065.47
Association Ledger Balance: \$0.00				Owner Balance <b>\$8,065.47</b>

Statement generated by the ONYX Case Management System (id:15331)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1145 Keali'iahonui St., Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
10/13/2018	Late Fee - Late Charges	\$10.00		\$10.00
11/01/2018	Dues - Maintenance Fees	\$30.00		\$40.00
11/13/2018	Late Fee - Late Charges	\$10.00		\$50.00
11/30/2018	Legal Fee - M&R INV #55562	\$38.74		\$88.74
12/01/2018	Dues - Maintenance Fees	\$30.00		\$118.74
12/13/2018	Late Fee - Late Charges	\$10.00		\$128.74
01/01/2019	Dues - Maintenance Fees	\$30.00		\$158.74
01/13/2019	Late Fee - Late Charges	\$10.00		\$168.74
02/01/2019	Dues - Maintenance Fees	\$30.00		\$198.74
02/13/2019	Late Fee - Late Charges	\$10.00		\$208.74
03/01/2019	Dues - Maintenance Fees	\$30.00		\$238.74
03/13/2019	Late Fee - Late Charges	\$10.00		\$248.74
04/01/2019	Dues - Maintenance Fees	\$30.00		\$278.74
04/09/2019	Legal Fee - C/B LGL MR&LO #58193 3/28	\$39.27		\$318.01
04/13/2019	Late Fee - Late Charges	\$10.00		\$328.01
05/01/2019	Dues - Maintenance Fees	\$30.00		\$358.01
05/13/2019	Late Fee - Late Charges	\$10.00		\$368.01
06/01/2019	Dues - Maintenance Fees	\$30.00		\$398.01
06/13/2019	Late Fee - Late Charges	\$10.00		\$408.01
07/01/2019	Dues - Maintenance Fees	\$30.00		\$438.01
07/13/2019	Late Fee - Late Charges	\$10.00		\$448.01
08/01/2019	Dues - Maintenance Fees	\$30.00		\$478.01
08/13/2019	Late Fee - Late Charges	\$10.00		\$488.01
09/01/2019	Dues - Maintenance Fees	\$30.00		\$518.01
09/13/2019	Late Fee - Late Charges	\$10.00		\$528.01
10/01/2019	Dues - Maintenance Fees	\$30.00		\$558.01
10/13/2019	Late Fee - Late Charges	\$10.00		\$568.01
10/18/2019	Legal Fee - C/B M&R 9/15 INV \$61902	\$257.99		\$826.00
11/01/2019	Dues - Maintenance Fees	\$30.00		\$856.00
11/13/2019	Late Fee - Late Charges	\$10.00		\$866.00
12/01/2019	Dues - Maintenance Fees	\$30.00		\$896.00
12/13/2019	Late Fee - Late Charges	\$10.00		\$906.00
12/31/2019	Legal Fee - C/B M&R 11/20 INV # 63246	\$26.18		\$932.18
01/01/2020	Dues - Maintenance Fee	\$35.00		\$967.18
01/13/2020	Late Fee - Late Charges	\$10.00		\$977.18
02/01/2020	Dues - Maintenance Fee	\$35.00		\$1,012.18
02/13/2020	Late Fee - Late Charges	\$10.00		\$1,022.18
02/14/2020	Legal Fee - M&R 1/21/2020 INV #64649	\$26.18		\$1,048.36
03/01/2020	Dues - Maintenance Fee	\$35.00		\$1,083.36
03/13/2020	Late Fee - Late Charges	\$10.00		\$1,093.36
04/01/2020	Dues - Maintenance Fee	\$35.00		\$1,128.36
04/13/2020	Late Fee - Late Charges	\$10.00		\$1,138.36
04/30/2020	Waiver - 04/2020 Waived Per Board		\$10.00	\$1,128.36
05/01/2020	Dues - Maintenance Fee	\$35.00		\$1,163.36
05/12/2020	Waiver - Waived per Board		\$10.00	\$1,153.36
05/13/2020	Late Fee - Late Charges	\$10.00		\$1,163.36
06/01/2020	Dues - Maintenance Fee	\$35.00		\$1,198.36
06/13/2020	Late Fee - Late Charges	\$10.00		\$1,208.36
07/01/2020	Dues - Maintenance Fee	\$35.00		\$1,243.36
07/02/2020	Fine - CB FINE/70120/ART III SEC 4	\$25.00		\$1,268.36
07/13/2020	Late Fee - Late Charges	\$10.00		\$1,278.36
07/13/2020	Waiver - 07/2020 Waived per Board		\$10.00	\$1,268.36
07/15/2020	Waiver - 06/2020 Waived Per Board		\$10.00	\$1,258.36



08/01/2020	Dues - Maintenance Fee	\$35.00		\$1,293.36
08/11/2020	Waiver - 08/2020 Waived Per Board		\$10.00	\$1,283.36
08/13/2020	Late Fee - Late Charges	\$10.00		\$1,293.36
09/01/2020	Dues - Maintenance Fee	\$35.00		\$1,328.36
09/13/2020	Late Fee - Late Charges	\$10.00		\$1,338.36
10/01/2020	Dues - Maintenance Fee	\$35.00		\$1,373.36
10/13/2020	Late Fee - Late Charges	\$10.00		\$1,383.36
10/23/2020	Legal Fee - CB MRLO/0919/20/INV#69968	\$13.09		\$1,396.45
11/01/2020	Dues - Maintenance Fee	\$35.00		\$1,431.45
11/13/2020	Late Fee - Late Charges	\$10.00		\$1,441.45
12/01/2020	Dues - Maintenance Fee	\$35.00		\$1,476.45
12/13/2020	Late Fee - Late Charges	\$10.00		\$1,486.45
01/01/2021	Dues - Maintenance Fee	\$35.00		\$1,521.45
01/13/2021	Late Fee - Late Charges	\$10.00		\$1,531.45
02/01/2021	Dues - Maintenance Fee	\$35.00		\$1,566.45
02/13/2021	Late Fee - Late Charges	\$10.00		\$1,576.45
03/01/2021	Dues - Maintenance Fee	\$35.00		\$1,611.45
03/13/2021	Late Fee - Late Charges	\$10.00		\$1,621.45
04/01/2021	Dues - Maintenance Fee	\$35.00		\$1,656.45
04/13/2021	Late Fee - Late Charges	\$10.00		\$1,666.45
05/01/2021	Dues - Maintenance Fee	\$35.00		\$1,701.45
05/13/2021	Late Fee - Late Charges	\$10.00		\$1,711.45
06/01/2021	Dues - Maintenance Fee	\$35.00		\$1,746.45
06/13/2021	Late Fee - Late Charges	\$10.00		\$1,756.45
07/01/2021	Dues - Maintenance Fee	\$35.00		\$1,791.45
07/09/2021	Legal Fee - C/B MRLO 6/21 INV#76184	\$13.09		\$1,804.54
07/13/2021	Late Fee - Late Charges	\$10.00		\$1,814.54
08/01/2021	Dues - Maintenance Fee	\$35.00		\$1,849.54
08/04/2021	Legal Fee - MRL&O INV #60534	\$256.72		\$2,106.26
08/04/2021	Legal Fee - MRL&O INV #58602	\$77.22		\$2,183.48
08/04/2021	Waiver - RVRS MRL&O INV #61902		\$257.99	\$1,925.49
08/13/2021	Late Fee - Late Charges	\$10.00		\$1,935.49
09/01/2021	Dues - Maintenance Fee	\$35.00		\$1,970.49
09/13/2021	Late Fee - Late Charges	\$10.00		\$1,980.49
10/01/2021	Dues - Maintenance Fee	\$35.00		\$2,015.49
10/13/2021	Dues - Reclass	\$10.00		\$2,025.49
10/13/2021	Late Fee - Late Charges	\$10.00		\$2,035.49
10/13/2021	Waiver - RECLASS		\$10.00	\$2,025.49
10/29/2021	Legal Fee - C/B MRLO 10/19 INV#778967	\$10.47		\$2,035.96
11/01/2021	Dues - Maintenance Fee	\$35.00		\$2,070.96
11/12/2021	Waiver - WRITE OFF		\$25.00	\$2,045.96
11/12/2021	Waiver - WRITE OFF		\$104.71	\$1,941.25
11/12/2021	Waiver - WRITE OFF		\$215.00	\$1,726.25
11/12/2021	Waiver - WRITE OFF		\$1,245.00	\$481.25
11/13/2021	Late Fee - Late Charges	\$10.00		\$491.25
12/01/2021	Dues - Maintenance Fee	\$35.00		\$526.25
12/13/2021	Late Fee - Late Charges	\$10.00		\$536.25
12/17/2021	Legal Fee - CB MRLO 11/30 INV#79704	\$28.80		\$565.05
01/01/2022	Dues - Maintenance Fee	\$35.00		\$600.05
01/13/2022	Late Fee - Late Charges	\$10.00		\$610.05
02/01/2022	Legal Fee - CB MRL&O 12/29/21 INV80312	\$423.56		\$1,033.61
02/01/2022	Dues - Maintenance Fee	\$35.00		\$1,068.61
02/11/2022	Legal Fee - CB MRLO 1/28/22 INV81051	\$315.47		\$1,384.08
02/13/2022	Late Fee - Late Charges	\$10.00		\$1,394.08
03/01/2022	Dues - Maintenance Fee	\$35.00		\$1,429.08
03/11/2022	Legal Fee - CB MRLO 2/24/22 INV81667	\$47.12		\$1,476.20
03/13/2022	Late Fee - Late Charges	\$10.00		\$1,486.20
03/28/2022	Waiver - 4215 Kanehili Comm Assoc		\$500.00	\$986.20
04/01/2022	Dues - Maintenance Fee	\$35.00		\$1,021.20
04/08/2022	Legal Fee - CB MRL&O 3/29/22 INV82709	\$243.25		\$1,264.45
04/13/2022	Late Fee - Late Charges	\$10.00		\$1,274.45
04/29/2022	Waiver - 2662 Kanehili Comm Assoc		\$40.00	\$1,234.45
04/29/2022	Waiver - 2662 Kanehili Comm Assoc		\$210.00	\$1,024.45
04/29/2022	Waiver - 2661 Kanehili Comm Assoc		\$250.00	\$774.45
05/01/2022	Dues - Maintenance Fee	\$35.00		\$809.45
05/06/2022	Legal Fee - CB MRLO 4/25/22 INV83359	\$143.98		\$953.43
05/13/2022	Late Fee - Late Charges	\$10.00		\$963.43

06/01/2022	Dues - Maintenance Fee	\$35.00		\$998.43
06/13/2022	Late Fee - Late Charges	\$10.00		\$1,008.43
06/17/2022	Waiver - 0345 Kanehili Comm Assoc		\$250.00	\$758.43
07/01/2022	Dues - Maintenance Fee	\$35.00		\$793.43
07/13/2022	Late Fee - Late Charges	\$10.00		\$803.43
08/01/2022	Dues - Maintenance Fee	\$35.00		\$838.43
08/05/2022	Legal Fee - CB MRLO 7/25/22 INV85187	\$13.09		\$851.52
08/13/2022	Late Fee - Late Charges	\$10.00		\$861.52
09/01/2022	Dues - Maintenance Fee	\$35.00		\$896.52
09/09/2022	Legal Fee - CB MRLO 8/26/22 #85745	\$207.33		\$1,103.85
09/13/2022	Late Fee - Late Charges	\$10.00		\$1,113.85
10/01/2022	Dues - Maintenance Fee	\$35.00		\$1,148.85
10/07/2022	Legal Fee - CB MRL&O 9/20/22 #86323	\$71.52		\$1,220.37
10/13/2022	Late Fee - Late Charges	\$10.00		\$1,230.37
11/01/2022	Dues - Maintenance Fee	\$35.00		\$1,265.37
11/13/2022	Late Fee - Late Charges	\$10.00		\$1,275.37
12/01/2022	Dues - Maintenance Fee	\$35.00		\$1,310.37
12/13/2022	Late Fee - Late Charges	\$10.00		\$1,320.37
01/01/2023	Dues - Maintenance Fee	\$35.00		\$1,355.37
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$7.00		\$1,362.37
01/03/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,363.37
01/03/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$295.00		\$1,658.37
01/10/2023	Legal Collection Fee - In addressing remedy for Community Association loss of delinquent Assessments, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the delinquent owner as a preferred remedy. Other possibilities are Re-Mortgage, Home equity loan, or Other loan. Alternative resolution is a Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed for delinquent owner to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are a cash source legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs in cash. The Association tries to avoid conflicting interests, of using money from owners who pay assessments timely, to pay for Association cash obligations incurred originating from delinquent assessment owners. Recommendation available to the Board of Directors.	\$695.00		\$2,353.37
01/11/2023	Late Fee - Late Fee	\$10.00		\$2,363.37
02/01/2023	Dues - Maintenance Fee	\$35.00		\$2,398.37
02/10/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,399.37
02/10/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Certified	\$9.00		\$2,408.37
02/10/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$2,533.37
02/13/2023	Late Fee - Late Fee	\$10.00		\$2,543.37
03/01/2023	Dues - Maintenance Fee	\$35.00		\$2,578.37
03/11/2023	Late Fee - Late Charges	\$10.00		\$2,588.37
03/22/2023	Legal Collection Fee - Identify and locate security interests with their priority, analysis of Association claim, estimate fair market value of security interests and unit value, position of Association compared to other junior and senior Liens, estimate time to possession and then net value, evaluate rent diversion possibility, Timing Recommendation available to Board of Directors.	\$590.00		\$3,178.37
04/01/2023	Dues - Maintenance Fees	\$35.00		\$3,213.37
04/11/2023	Late Fee - Late Charges	\$10.00		\$3,223.37
04/17/2023	Legal Collection Fee - Complaint preparation planning and review of current security interests ladder with current equity estimate determination and evaluation of estimated Surplus if any, with Complaint-trigger Recommendation available to Board of Directors.	\$370.00		\$3,593.37
05/01/2023	Dues - Maintenance Fees	\$35.00		\$3,628.37

05/11/2023	Late Fee - Late Charges	\$10.00	\$3,638.37
06/01/2023	Dues - Maintenance Fees	\$35.00	\$3,673.37
06/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,688.37
06/11/2023	Late Fee - Late Charge	\$10.00	\$3,698.37
07/01/2023	Dues - Maintenance Fee	\$35.00	\$3,733.37
07/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$3,802.37
07/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,817.37
07/11/2023	Late Fee - Late Charge	\$10.00	\$3,827.37
08/01/2023	Dues - Maintenance Fee	\$35.00	\$3,862.37
08/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$3,931.37
08/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,946.37
08/11/2023	Late Fee - Late Charge	\$10.00	\$3,956.37
09/01/2023	Dues - Maintenance Fee	\$35.00	\$3,991.37
09/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$4,060.37
09/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$4,075.37
09/10/2023	Late Fee - Late Charges	\$10.00	\$4,085.37
09/29/2023	Legal Collection Fee - Identify and locate initial Exhibits, Complaint paragraphs selection; security interest priority ladder reviewed with extinguishment of Association security interest and likely net-equity estimated at pin-pointed timing; "when to file" Summons and Complaint Recommendation available to Board of Directors.	\$480.00	\$4,565.37
09/29/2023	Legal Collection Fee - Review assumpsit case.	\$66.67	\$4,632.04
09/29/2023	Legal Collection Expense - eCourt Kokua Documents	\$9.23	\$4,641.27
10/01/2023	Dues - Maintenance Fee	\$35.00	\$4,676.27
10/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$4,745.27
10/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$4,760.27
10/10/2023	Late Fee - Late Charges	\$10.00	\$4,770.27
11/01/2023	Dues - Maintenance Fee	\$35.00	\$4,805.27
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$4,874.27
11/10/2023	Late Fee - Late Charges	\$10.00	\$4,884.27
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$4,899.27
12/01/2023	Dues - Maintenance Fee	\$35.00	\$4,934.27
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$5,003.27
12/10/2023	Late Fee - Late Charges	\$10.00	\$5,013.27
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$5,028.27
01/01/2024	Dues - Maintenance Fee	\$35.00	\$5,063.27
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$5,132.27
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$5,147.27
01/10/2024	Late Fee - Late Charges	\$10.00	\$5,157.27
02/01/2024	Dues - Maintenance Fee	\$35.00	\$5,192.27
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$5,261.27
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$5,276.27
02/10/2024	Late Fee - Late Charges	\$10.00	\$5,286.27
03/01/2024	Dues - Maintenance Fee	\$35.00	\$5,321.27
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$5,390.27
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$5,405.27
03/12/2024	Late Fee - Late Charges	\$10.00	\$5,415.27
04/01/2024	Dues - Maintenance Fee	\$35.00	\$5,450.27
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$5,519.27
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$5,534.27
04/10/2024	Late Fee - Late Charges	\$10.00	\$5,544.27
05/01/2024	Dues - Maintenance Fee	\$35.00	\$5,579.27
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$5,648.27
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$5,663.27
05/10/2024	Late Fee - Late Charges	\$10.00	\$5,673.27
06/01/2024	Dues - Maintenance Fee	\$35.00	\$5,708.27
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$5,777.27
06/10/2024	Late Fee - Late Charges	\$10.00	\$5,787.27
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$5,802.27
07/01/2024	Dues - Maintenance Fee	\$35.00	\$5,837.27
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$5,906.27
08/01/2024	Dues - Maintenance Fee	\$35.00	\$5,941.27
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$6,010.27
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$6,025.27
08/10/2024	Late Fee - Late Charges	\$10.00	\$6,035.27
09/01/2024	Dues - Maintenance Fee	\$35.00	\$6,070.27
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$6,139.27

09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$6,154.27
09/10/2024	Late Fee - Late Charges	\$10.00		\$6,164.27
09/17/2024	Legal Collection Fee - Review court docs, meeting with John Rickel, Contact Hawaiian Homes Commission	\$75.00		\$6,239.27
10/01/2024	Dues - Maintenance Fee	\$35.00		\$6,274.27
10/04/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$6,275.27
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$6,344.27
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$6,359.27
10/10/2024	Late Fee - Late Charges	\$10.00		\$6,369.27
Association Ledger Balance: \$0.00      Owner Balance <b>\$6,369.27</b>				

Statement generated by the ONYX Case Management System (id:15247)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1359 Kekahili St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
01/01/2015	Dues - Maintenance Fee	\$30.00		\$30.00
01/22/2015	Fine - Fines	\$75.00		\$105.00
01/22/2015	Late Fee - Late Charges	\$85.00		\$190.00
01/22/2015	Legal Fee - Legal Fee Reimbursement	\$120.42		\$310.42
01/22/2015	Dues - Maintenance Fee	\$570.00		\$880.42
02/01/2015	Dues - Maintenance Fee	\$30.00		\$910.42
03/01/2015	Dues - Maintenance Fee	\$30.00		\$940.42
04/01/2015	Dues - Maintenance Fee	\$30.00		\$970.42
05/01/2015	Dues - Maintenance Fee	\$30.00		\$1,000.42
05/06/2015	Waiver - Late Charges Waived		\$40.00	\$960.42
06/01/2015	Dues - Maintenance Fee	\$30.00		\$990.42
07/01/2015	Dues - Maintenance Fee	\$30.00		\$1,020.42
07/13/2015	Late Fee - Late Charges	\$10.00		\$1,030.42
08/01/2015	Dues - Maintenance Fee	\$30.00		\$1,060.42
08/11/2015	Late Fee - Late Charges	\$10.00		\$1,070.42
09/01/2015	Dues - Maintenance Fee	\$30.00		\$1,100.42
09/11/2015	Late Fee - Late Charges	\$10.00		\$1,110.42
10/01/2015	Dues - Maintenance Fee	\$30.00		\$1,140.42
10/13/2015	Late Fee - Late Charges	\$10.00		\$1,150.42
11/01/2015	Dues - Maintenance Fee	\$30.00		\$1,180.42
11/12/2015	Late Fee - Late Charges	\$10.00		\$1,190.42
12/01/2015	Dues - Maintenance Fee	\$30.00		\$1,220.42
12/11/2015	Late Fee - Late Charges	\$10.00		\$1,230.42
01/01/2016	Dues - Maintenance Fee	\$30.00		\$1,260.42
01/12/2016	Late Fee - Late Charges	\$10.00		\$1,270.42
02/01/2016	Dues - Maintenance Fee	\$30.00		\$1,300.42
02/11/2016	Late Fee - Late Charges	\$10.00		\$1,310.42
03/01/2016	Dues - Maintenance Fee	\$30.00		\$1,340.42
03/11/2016	Late Fee - Late Charges	\$10.00		\$1,350.42
04/01/2016	Dues - Maintenance Fee	\$30.00		\$1,380.42
04/12/2016	Late Fee - Late Charges	\$10.00		\$1,390.42
05/01/2016	Dues - Maintenance Fee	\$30.00		\$1,420.42
05/11/2016	Late Fee - Late Charges	\$10.00		\$1,430.42
05/26/2016	DIRECT TO ASSOC 1470286		\$200.00	\$1,230.42
06/01/2016	Dues - Maintenance Fee	\$30.00		\$1,260.42
06/13/2016	Late Fee - Late Charges	\$10.00		\$1,270.42
07/01/2016	Legal Fee - Legal Fee Reimbursement	\$19.37		\$1,289.79
07/01/2016	Dues - Maintenance Fee	\$30.00		\$1,319.79
07/12/2016	Late Fee - Late Charges	\$10.00		\$1,329.79
07/22/2016	Fine - Fines	\$25.00		\$1,354.79
08/01/2016	Dues - Maintenance Fee	\$30.00		\$1,384.79
08/04/2016	DIRECT TO ASSOC 1515148		\$240.00	\$1,144.79
08/11/2016	Late Fee - Late Charges	\$10.00		\$1,154.79
08/18/2016	Legal Fee - Legal Fee Reimbursement	\$104.71		\$1,259.50
08/18/2016	Legal Fee - Legal Fee Reimbursement	\$43.98		\$1,303.48
09/01/2016	Dues - Maintenance Fee	\$30.00		\$1,333.48
09/02/2016	Legal Fee - Legal Fee Reimbursement	\$43.98		\$1,377.46
09/12/2016	Late Fee - Late Charges	\$10.00		\$1,387.46
09/12/2016	DIRECT TO ASSOC CC21		\$120.00	\$1,267.46
10/01/2016	Dues - Maintenance Fee	\$30.00		\$1,297.46
10/12/2016	Late Fee - Late Charges	\$10.00		\$1,307.46
10/19/2016	Fine - Fines	\$25.00		\$1,332.46
11/01/2016	Dues - Maintenance Fee	\$30.00		\$1,362.46

11/14/2016	Late Fee - Late Charges	\$10.00		\$1,372.46
11/14/2016	Legal Fee - Legal Fee Reimbursement	\$24.08		\$1,396.54
12/01/2016	Dues - Maintenance Fee	\$30.00		\$1,426.54
12/02/2016	Legal Fee - Legal Fee Reimbursement	\$24.08		\$1,450.62
12/06/2016	Fine - Fines	\$25.00		\$1,475.62
12/12/2016	Late Fee - Late Charges	\$10.00		\$1,485.62
12/23/2016	Fine - Fines	\$50.00		\$1,535.62
01/01/2017	Dues - Maintenance Fee	\$30.00		\$1,565.62
01/11/2017	Late Fee - Late Charges	\$10.00		\$1,575.62
01/13/2017	Legal Fee - Legal Fee Reimbursement	\$58.64		\$1,634.26
01/31/2017	<b>DIRECT TO ASSOC CC39</b>		\$200.00	<b>\$1,434.26</b>
02/01/2017	Dues - Maintenance Fee	\$30.00		\$1,464.26
02/06/2017	Legal Fee - Legal Fee Reimbursement	\$12.04		\$1,476.30
02/13/2017	Late Fee - Late Charges	\$10.00		\$1,486.30
03/01/2017	Dues - Maintenance Fee	\$30.00		\$1,516.30
03/07/2017	Legal Fee - Legal Fee Reimbursement	\$12.04		\$1,528.34
03/13/2017	Late Fee - Late Charges	\$10.00		\$1,538.34
03/14/2017	Waiver - Late Charges Waived		\$10.00	<b>\$1,528.34</b>
03/29/2017	<b>DIRECT TO ASSOC CC30</b>		\$150.00	<b>\$1,378.34</b>
04/01/2017	Dues - Maintenance Fee	\$30.00		\$1,408.34
04/10/2017	Legal Fee - Legal Fee Reimbursement	\$12.04		\$1,420.38
04/10/2017	Legal Fee - Legal Fee Reimbursement	\$314.14		\$1,734.52
04/11/2017	Late Fee - Late Charges	\$10.00		\$1,744.52
04/11/2017	Waiver - Late Charges Waived		\$10.00	<b>\$1,734.52</b>
05/01/2017	Dues - Maintenance Fee	\$30.00		\$1,764.52
05/01/2017	<b>DIRECT TO ASSOC CC42</b>		\$150.00	<b>\$1,614.52</b>
05/11/2017	Late Fee - Late Charges	\$10.00		\$1,624.52
06/01/2017	Dues - Maintenance Fee	\$30.00		\$1,654.52
06/02/2017	<b>DIRECT TO ASSOC CC32</b>		\$150.00	<b>\$1,504.52</b>
06/13/2017	Late Fee - Late Charges	\$10.00		\$1,514.52
07/01/2017	Dues - Maintenance Fee	\$30.00		\$1,544.52
07/03/2017	<b>DIRECT TO ASSOC EC63</b>		\$150.00	<b>\$1,394.52</b>
07/11/2017	Late Fee - Late Charges	\$10.00		\$1,404.52
07/11/2017	Waiver - Late Charges Waived		\$10.00	<b>\$1,394.52</b>
08/01/2017	Dues - Maintenance Fee	\$30.00		\$1,424.52
08/02/2017	<b>DIRECT TO ASSOC CC58</b>		\$150.00	<b>\$1,274.52</b>
08/11/2017	Late Fee - Late Charges	\$10.00		\$1,284.52
08/11/2017	Waiver - Late Charges Waived		\$10.00	<b>\$1,274.52</b>
09/01/2017	Dues - Maintenance Fee	\$30.00		\$1,304.52
09/05/2017	<b>DIRECT TO ASSOC CC34</b>		\$150.00	<b>\$1,154.52</b>
09/12/2017	Late Fee - Late Charges	\$10.00		\$1,164.52
09/12/2017	Waiver - Late Charges Waived		\$10.00	<b>\$1,154.52</b>
10/01/2017	Dues - Maintenance Fee	\$30.00		\$1,184.52
10/03/2017	<b>DIRECT TO ASSOC CC68</b>		\$150.00	<b>\$1,034.52</b>
10/11/2017	Late Fee - Late Charges	\$10.00		\$1,044.52
11/01/2017	Dues - Maintenance Fee	\$30.00		\$1,074.52
11/06/2017	<b>DIRECT TO ASSOC CC33</b>		\$150.00	<b>\$924.52</b>
11/13/2017	Late Fee - Late Charges	\$10.00		\$934.52
11/13/2017	Waiver - Late Charges Waived		\$10.00	<b>\$924.52</b>
11/13/2017	Waiver - Maintenance Fee Waived		\$10.00	<b>\$914.52</b>
11/27/2017	Fine - Fines	\$25.00		\$939.52
12/01/2017	Dues - Maintenance Fee	\$30.00		\$969.52
12/12/2017	Late Fee - Late Charges	\$10.00		\$979.52
12/15/2017	<b>DIRECT TO ASSOC CC63</b>		\$150.00	<b>\$829.52</b>
01/01/2018	Dues - Maintenance Fee	\$30.00		\$859.52
01/11/2018	Late Fee - Late Charges	\$10.00		\$869.52
01/17/2018	<b>DIRECT TO ASSOC CC15</b>		\$150.00	<b>\$719.52</b>
02/01/2018	Dues - Maintenance Fee	\$30.00		\$749.52
02/12/2018	Late Fee - Late Charges	\$10.00		\$759.52
03/01/2018	Dues - Maintenance Fee	\$30.00		\$789.52
03/06/2018	Late Fee - Late Charges	\$10.00		\$799.52
03/06/2018	Waiver - Late Charges Waived		\$20.00	<b>\$779.52</b>
03/06/2018	Waiver - Maintenance Fee Waived		\$10.00	<b>\$769.52</b>
03/12/2018	Late Fee - Late Charges	\$10.00		\$779.52
03/12/2018	<b>DIRECT TO ASSOC CC22</b>		\$250.00	<b>\$529.52</b>
04/01/2018	Dues - Maintenance Fee	\$30.00		\$559.52
04/11/2018	Dues - Late Charges	\$10.00		\$569.52

04/20/2018	Late Fee - Late Charges	\$30.00		\$599.52
04/20/2018	<b>DIRECT TO ASSOC CC9</b>		\$150.00	\$449.52
04/20/2018	Waiver - Late Charges Waived		\$10.00	\$439.52
04/20/2018	Waiver - Maintenance Fee Waived		\$30.00	\$409.52
04/20/2018	Waiver - Late Charges Waived		\$20.00	\$389.52
05/01/2018	Dues - Maintenance Fee	\$30.00		\$419.52
05/11/2018	Late Fee - Late Charges	\$10.00		\$429.52
05/18/2018	<b>DIRECT TO ASSOC EC16</b>		\$150.00	\$279.52
05/24/2018	Late Fee - Late Charges	\$10.00		\$289.52
05/24/2018	Dues - Maintenance Fee	\$140.00		\$429.52
06/01/2018	Dues - Maintenance Fee	\$30.00		\$459.52
06/05/2018	<b>DIRECT TO ASSOC CC49</b>		\$150.00	\$309.52
06/11/2018	Waiver - Late Charges Waived		\$10.00	\$299.52
06/13/2018	Late Fee - Late Charges	\$10.00		\$309.52
07/01/2018	Dues - Maintenance Fee	\$30.00		\$339.52
07/02/2018	<b>DIRECT TO ASSOC CC59</b>		\$150.00	\$189.52
07/11/2018	Late Fee - Late Charges	\$10.00		\$199.52
07/11/2018	Waiver - Late Charges Waived		\$10.00	\$189.52
07/19/2018	Fine - Fines	\$25.00		\$214.52
07/31/2018	<b>DIRECT TO ASSOC CC70</b>		\$150.00	\$64.52
08/01/2018	Dues - Maintenance Fee	\$30.00		\$94.52
08/07/2018	Fine - Fines	\$50.00		\$144.52
08/13/2018	Late Fee - Late Charges	\$10.00		\$154.52
08/27/2018	<b>DIRECT TO ASSOC CC1</b>		\$50.00	\$104.52
09/01/2018	Dues - Maintenance Fee	\$30.00		\$134.52
09/11/2018	Late Fee - Late Charges	\$10.00		\$144.52
10/01/2018	Dues - Maintenance Fee	\$30.00		\$174.52
10/11/2018	Late Fee - Late Charges	\$10.00		\$184.52
11/01/2018	Dues - Maintenance Fee	\$30.00		\$214.52
11/13/2018	Late Fee - Late Charges	\$10.00		\$224.52
11/29/2018	<b>DIRECT TO ASSOC CC7</b>		\$80.00	\$144.52
12/01/2018	Dues - Maintenance Fee	\$30.00		\$174.52
12/11/2018	Late Fee - Late Charges	\$10.00		\$184.52
01/01/2019	Dues - Maintenance Fee	\$30.00		\$214.52
01/11/2019	Late Fee - Late Charges	\$10.00		\$224.52
02/01/2019	Dues - Maintenance Fee	\$30.00		\$254.52
02/12/2019	Late Fee - Late Charges	\$10.00		\$264.52
03/01/2019	Dues - Maintenance Fee	\$30.00		\$294.52
03/08/2019	<b>DIRECT TO ASSOC CC23</b>		\$100.00	\$194.52
03/12/2019	Late Fee - Late Charges	\$10.00		\$204.52
03/12/2019	Waiver - Late Charges Waived		\$80.00	\$124.52
03/13/2019	Late Fee - Late Charges	\$70.00		\$194.52
03/13/2019	Waiver - Maintenance Fee Waived		\$70.00	\$124.52
04/01/2019	Dues - Maintenance Fee	\$30.00		\$154.52
04/11/2019	Late Fee - Late Charges	\$10.00		\$164.52
05/01/2019	Dues - Maintenance Fee	\$30.00		\$194.52
05/13/2019	Late Fee - Late Charges	\$10.00		\$204.52
06/01/2019	Dues - Maintenance Fee	\$30.00		\$234.52
06/12/2019	Late Fee - Late Charges	\$10.00		\$244.52
07/01/2019	Dues - Maintenance Fee	\$30.00		\$274.52
07/09/2019	Late Fee - Late Charges	\$30.00		\$304.52
07/09/2019	<b>DIRECT TO ASSOC CC60</b>		\$125.00	\$179.52
07/09/2019	Waiver - Late Charges Waived		\$40.00	\$139.52
07/09/2019	Waiver - Maintenance Fee Waived		\$30.00	\$109.52
07/11/2019	Late Fee - Late Charges	\$10.00		\$119.52
08/01/2019	Dues - Maintenance Fee	\$30.00		\$149.52
08/12/2019	Late Fee - Late Charges	\$10.00		\$159.52
09/01/2019	Dues - Maintenance Fee	\$30.00		\$189.52
09/11/2019	Late Fee - Late Charges	\$10.00		\$199.52
10/01/2019	Dues - Maintenance Fee	\$30.00		\$229.52
10/11/2019	Late Fee - Late Charges	\$10.00		\$239.52
11/01/2019	Dues - Maintenance Fee	\$30.00		\$269.52
11/13/2019	Late Fee - Late Charges	\$10.00		\$279.52
12/01/2019	Dues - Maintenance Fee	\$30.00		\$309.52
12/11/2019	Late Fee - Late Charges	\$10.00		\$319.52
01/01/2020	Dues - Maintenance Fee	\$35.00		\$354.52
01/13/2020	Late Fee - Late Charges	\$10.00		\$364.52

02/01/2020	Dues - Maintenance Fee	\$35.00		\$399.52
02/11/2020	Late Fee - Late Charges	\$10.00		\$409.52
03/01/2020	Dues - Maintenance Fee	\$35.00		\$444.52
03/11/2020	Late Fee - Late Charges	\$10.00		\$454.52
04/01/2020	Dues - Maintenance Fee	\$35.00		\$489.52
04/13/2020	Late Fee - Late Charges	\$10.00		\$499.52
04/30/2020	Waiver - Late Charges Waived		\$10.00	\$489.52
05/01/2020	Dues - Maintenance Fee	\$35.00		\$524.52
05/12/2020	Late Fee - Late Charges	\$10.00		\$534.52
05/12/2020	Waiver - Late Charges Waived		\$10.00	\$524.52
06/01/2020	Dues - Maintenance Fee	\$35.00		\$559.52
06/12/2020	Late Fee - Late Charges	\$10.00		\$569.52
07/01/2020	Dues - Maintenance Fee	\$35.00		\$604.52
07/13/2020	Late Fee - Late Charges	\$10.00		\$614.52
07/13/2020	Waiver - Late Charges Waived		\$10.00	\$604.52
07/15/2020	Waiver - Late Charges Waived		\$10.00	\$594.52
08/01/2020	Dues - Maintenance Fee	\$35.00		\$629.52
08/11/2020	Late Fee - Late Charges	\$10.00		\$639.52
08/11/2020	Waiver - Late Charges Waived		\$10.00	\$629.52
09/01/2020	Dues - Maintenance Fee	\$35.00		\$664.52
09/11/2020	Late Fee - Late Charges	\$10.00		\$674.52
10/01/2020	Dues - Maintenance Fee	\$35.00		\$709.52
10/13/2020	Late Fee - Late Charges	\$10.00		\$719.52
11/01/2020	Dues - Maintenance Fee	\$35.00		\$754.52
11/12/2020	Late Fee - Late Charges	\$10.00		\$764.52
12/01/2020	Dues - Maintenance Fee	\$35.00		\$799.52
12/11/2020	Late Fee - Late Charges	\$10.00		\$809.52
01/01/2021	Dues - Maintenance Fee	\$35.00		\$844.52
01/12/2021	Late Fee - Late Charges	\$10.00		\$854.52
02/01/2021	Dues - Maintenance Fee	\$35.00		\$889.52
02/11/2021	Late Fee - Late Charges	\$10.00		\$899.52
03/01/2021	Dues - Maintenance Fee	\$35.00		\$934.52
03/11/2021	Late Fee - Late Charges	\$10.00		\$944.52
04/01/2021	Dues - Maintenance Fee	\$35.00		\$979.52
04/12/2021	Late Fee - Late Charges	\$10.00		\$989.52
05/01/2021	Dues - Maintenance Fee	\$35.00		\$1,024.52
05/11/2021	Late Fee - Late Charges	\$10.00		\$1,034.52
06/01/2021	Dues - Maintenance Fee	\$35.00		\$1,069.52
06/14/2021	Late Fee - Late Charges	\$10.00		\$1,079.52
07/01/2021	Dues - Maintenance Fee	\$35.00		\$1,114.52
07/12/2021	Late Fee - Late Charges	\$10.00		\$1,124.52
08/01/2021	Dues - Maintenance Fee	\$35.00		\$1,159.52
08/11/2021	Late Fee - Late Charges	\$10.00		\$1,169.52
09/01/2021	Dues - Maintenance Fee	\$35.00		\$1,204.52
09/13/2021	Late Fee - Late Charges	\$10.00		\$1,214.52
09/22/2021	Late Fee - Late Charges	\$200.00		\$1,414.52
09/22/2021	DIRECT TO ASSOC CC3		\$200.00	\$1,214.52
09/22/2021	Waiver - Late Charges Waived		\$210.00	\$1,004.52
09/22/2021	Waiver - Maintenance Fee Waived		\$200.00	\$804.52
10/01/2021	Dues - Maintenance Fee	\$35.00		\$839.52
10/13/2021	Late Fee - Late Charges	\$10.00		\$849.52
11/01/2021	Dues - Maintenance Fee	\$35.00		\$884.52
11/12/2021	Late Fee - Late Charges	\$10.00		\$894.52
12/01/2021	Dues - Maintenance Fee	\$35.00		\$929.52
12/13/2021	Late Fee - Late Charges	\$10.00		\$939.52
12/20/2021	DIRECT TO ASSOC CC3		\$200.00	\$739.52
01/01/2022	Dues - Maintenance Fee	\$35.00		\$774.52
01/11/2022	Late Fee - Late Charges	\$10.00		\$784.52
02/01/2022	Dues - Maintenance Fee	\$35.00		\$819.52
02/11/2022	Late Fee - Late Charges	\$10.00		\$829.52
03/01/2022	Dues - Maintenance Fee	\$35.00		\$864.52
03/11/2022	Late Fee - Late Charges	\$10.00		\$874.52
04/01/2022	Dues - Maintenance Fee	\$35.00		\$909.52
04/12/2022	Late Fee - Late Charges	\$10.00		\$919.52
05/01/2022	Dues - Maintenance Fee	\$35.00		\$954.52
05/11/2022	Late Fee - Late Charges	\$10.00		\$964.52
06/01/2022	Dues - Maintenance Fee	\$35.00		\$999.52



06/14/2022	Late Fee - Late Charges	\$10.00	\$1,009.52
07/01/2022	Dues - Maintenance Fee	\$35.00	\$1,044.52
07/12/2022	Late Fee - Late Charges	\$10.00	\$1,054.52
08/01/2022	Dues - Maintenance Fee	\$35.00	\$1,089.52
08/11/2022	Late Fee - Late Charges	\$10.00	\$1,099.52
09/01/2022	Dues - Maintenance Fee	\$35.00	\$1,134.52
10/01/2022	Dues - Maintenance Fee	\$35.00	\$1,169.52
10/12/2022	Late Fee - Late Charges	\$10.00	\$1,179.52
11/01/2022	Dues - Maintenance Fee	\$35.00	\$1,214.52
11/14/2022	Late Fee - Late Charges	\$10.00	\$1,224.52
12/01/2022	Dues - Maintenance Fee	\$35.00	\$1,259.52
12/12/2022	Late Fee - Late Charges	\$10.00	\$1,269.52
01/01/2023	Dues - Maintenance Fee	\$35.00	\$1,304.52
01/11/2023	Late Fee - Late Charges	\$10.00	\$1,314.52
02/01/2023	Dues - Maintenance Fee	\$35.00	\$1,349.52
02/13/2023	Late Fee - Late Charges	\$10.00	\$1,359.52
03/01/2023	Dues - Maintenance Fee	\$35.00	\$1,394.52
03/13/2023	Late Fee - Late Charges	\$10.00	\$1,404.52
04/01/2023	Dues - Maintenance Fee	\$35.00	\$1,439.52
04/11/2023	Late Fee - Late Charges	\$10.00	\$1,449.52
05/01/2023	Dues - Maintenance Fee	\$35.00	\$1,484.52
05/11/2023	Late Fee - Late Charges	\$10.00	\$1,494.52
06/01/2023	Dues - Maintenance Fee	\$35.00	\$1,529.52
06/13/2023	Late Fee - Late Charges	\$10.00	\$1,539.52
07/01/2023	Dues - Maintenance Fee	\$35.00	\$1,574.52
07/11/2023	Late Fee - Late Charges	\$10.00	\$1,584.52
08/01/2023	Dues - Maintenance Fee	\$35.00	\$1,619.52
08/11/2023	Late Fee - Late Charges	\$10.00	\$1,629.52
09/01/2023	Dues - Maintenance Fee	\$35.00	\$1,664.52
09/12/2023	Late Fee - Late Charges	\$10.00	\$1,674.52
10/01/2023	Dues - Maintenance FEE	\$35.00	\$1,709.52
10/10/2023	Late Fee - Late Charges	\$10.00	\$1,719.52
10/12/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$1,720.52
10/12/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00	\$1,729.52
10/12/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00	\$2,124.52
11/01/2023	Dues - Maintenance Fee	\$35.00	\$2,159.52
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$2,228.52
11/10/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, assessment made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession. Alternatively a Payment Plan possibility up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor legal authorization of being authorized to loan money for more than one year. Recommendation available to Board of Directors.	\$595.00	\$2,823.52
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$2,838.52
11/10/2023	Late Fee - Late Charges	\$10.00	\$2,848.52
12/01/2023	Dues - Maintenance Fee	\$35.00	\$2,883.52
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$2,952.52
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$2,967.52
12/10/2023	Late Fee - Late Charges	\$10.00	\$2,977.52
12/26/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$2,978.52
12/26/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$3,103.52
01/01/2024	Dues - Maintenance Fee	\$35.00	\$3,138.52
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$3,207.52
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,222.52
01/10/2024	Late Fee - Late Charges	\$10.00	\$3,232.52
02/01/2024	Dues - Maintenance Fee	\$35.00	\$3,267.52
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$3,336.52
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,351.52
02/10/2024	Late Fee - Late Charges	\$10.00	\$3,361.52

03/01/2024	Dues - Maintenance Fee	\$35.00		\$3,396.52
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,465.52
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,480.52
03/10/2024	Late Fee - Late Charges	\$10.00		\$3,490.52
04/01/2024	Dues - Maintenance Fee	\$35.00		\$3,525.52
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,594.52
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,609.52
04/10/2024	Late Fee - Late Charges	\$10.00		\$3,619.52
05/01/2024	Dues - Maintenance Fee	\$35.00		\$3,654.52
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,723.52
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,738.52
05/10/2024	Late Fee - Late Charges	\$10.00		\$3,748.52
06/01/2024	Dues - Maintenance Fee	\$35.00		\$3,783.52
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,852.52
06/10/2024	Late Fee - Late Charges	\$10.00		\$3,862.52
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,877.52
07/01/2024	Dues - Maintenance Fee	\$35.00		\$3,912.52
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,981.52
07/11/2024	Late Fee - Late Charges	\$10.00		\$3,991.52
07/31/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,992.52
08/01/2024	Dues - Maintenance Fee	\$35.00		\$4,027.52
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,096.52
08/09/2024	<b>DIRECT TO ASSOC SP 08/09/2024</b>		<b>\$35.00</b>	<b>\$4,061.52</b>
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,076.52
08/10/2024	Late Fee - Late Charges	\$10.00		\$4,086.52
09/01/2024	Dues - Maintenance Fee	\$35.00		\$4,121.52
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,190.52
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,205.52
09/10/2024	Late Fee - Late Charges	\$10.00		\$4,215.52
09/10/2024	<b>DIRECT TO ASSOC SP 09/10/2024</b>		<b>\$35.00</b>	<b>\$4,180.52</b>
09/27/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$4,181.52
10/01/2024	Dues - Maintenance Fee	\$35.00		\$4,216.52
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,285.52
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,300.52
10/10/2024	Late Fee - Late Charges	\$10.00		\$4,310.52
<b>Association Ledger Balance: \$0.00</b>				
<b>Owner Balance \$4,310.52</b>				

Statement generated by the ONYX Case Management System (id:15777)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1332 Kekahili St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
02/01/2018	Dues - Maintenance Fee	\$30.00		\$30.00
02/12/2018	Late Fee - Late Charges	\$10.00		\$40.00
03/01/2018	Dues - Maintenance Fee	\$30.00		\$70.00
03/02/2018	<b>DIRECT TO ASSOC LB32</b>		<b>\$370.00</b>	<b>\$-300.00</b>
04/01/2018	Dues - Maintenance Fee	\$30.00		\$-270.00
05/01/2018	Dues - Maintenance Fee	\$30.00		\$-240.00
06/01/2018	Dues - Maintenance Fee	\$30.00		\$-210.00
07/01/2018	Dues - Maintenance Fee	\$30.00		\$-180.00
08/01/2018	Dues - Maintenance Fee	\$30.00		\$-150.00
09/01/2018	Dues - Maintenance Fee	\$30.00		\$-120.00
10/01/2018	Dues - Maintenance Fee	\$30.00		\$-90.00
11/01/2018	Dues - Maintenance Fee	\$30.00		\$-60.00
12/01/2018	Dues - Maintenance Fee	\$30.00		\$-30.00
01/01/2019	Dues - Maintenance Fee	\$30.00		\$0.00
01/24/2019	<b>DIRECT TO ASSOC EC4</b>		<b>\$360.00</b>	<b>\$-360.00</b>
02/01/2019	Dues - Maintenance Fee	\$30.00		\$-330.00
03/01/2019	Dues - Maintenance Fee	\$30.00		\$-300.00
04/01/2019	Dues - Maintenance Fee	\$30.00		\$-270.00
05/01/2019	Dues - Maintenance Fee	\$30.00		\$-240.00
06/01/2019	Dues - Maintenance Fee	\$30.00		\$-210.00
07/01/2019	Dues - Maintenance Fee	\$30.00		\$-180.00
08/01/2019	Dues - Maintenance Fee	\$30.00		\$-150.00
09/01/2019	Dues - Maintenance Fee	\$30.00		\$-120.00
10/01/2019	Dues - Maintenance Fee	\$30.00		\$-90.00
11/01/2019	Dues - Maintenance Fee	\$30.00		\$-60.00
12/01/2019	Dues - Maintenance Fee	\$30.00		\$-30.00
01/01/2020	Dues - Maintenance Fee	\$35.00		\$5.00
02/01/2020	Dues - Maintenance Fee	\$35.00		\$40.00
02/11/2020	Late Fee - Late Charges	\$10.00		\$50.00
03/01/2020	Dues - Maintenance Fee	\$35.00		\$85.00
03/11/2020	Late Fee - Late Charges	\$10.00		\$95.00
04/01/2020	Dues - Maintenance Fee	\$35.00		\$130.00
04/13/2020	Late Fee - Late Charges	\$10.00		\$140.00
04/30/2020	<b>Waiver - Late Charges Waived</b>		<b>\$10.00</b>	<b>\$130.00</b>
05/01/2020	Dues - Maintenance Fee	\$35.00		\$165.00
05/12/2020	Late Fee - Late Charges	\$10.00		\$175.00
05/12/2020	<b>Waiver - Late Charges Waived</b>		<b>\$10.00</b>	<b>\$165.00</b>
06/01/2020	Dues - Maintenance Fee	\$35.00		\$200.00
06/12/2020	Late Fee - Late Charges	\$10.00		\$210.00
07/01/2020	Dues - Maintenance Fee	\$35.00		\$245.00
07/13/2020	Late Fee - Late Charges	\$10.00		\$255.00
07/13/2020	<b>Waiver - Late Charges Waived</b>		<b>\$10.00</b>	<b>\$245.00</b>
07/15/2020	<b>Waiver - Late Charges Waived</b>		<b>\$10.00</b>	<b>\$235.00</b>
08/01/2020	Dues - Maintenance Fee	\$35.00		\$270.00
08/11/2020	Late Fee - Late Charges	\$10.00		\$280.00
08/11/2020	<b>Waiver - Late Charges Waived</b>		<b>\$10.00</b>	<b>\$270.00</b>
09/01/2020	Dues - Maintenance Fee	\$35.00		\$305.00
09/11/2020	Late Fee - Late Charges	\$10.00		\$315.00
10/01/2020	Dues - Maintenance Fee	\$35.00		\$350.00
10/13/2020	Late Fee - Late Charges	\$10.00		\$360.00
11/01/2020	Dues - Maintenance Fee	\$35.00		\$395.00
11/12/2020	Late Fee - Late Charges	\$10.00		\$405.00
12/01/2020	Dues - Maintenance Fee	\$35.00		\$440.00

12/11/2020	Late Fee - Late Charges	\$10.00		\$450.00
01/01/2021	Dues - Maintenance Fee	\$35.00		\$485.00
01/12/2021	Late Fee - Late Charges	\$10.00		\$495.00
02/01/2021	Dues - Maintenance Fee	\$35.00		\$530.00
02/11/2021	Late Fee - Late Charges	\$10.00		\$540.00
03/01/2021	Dues - Maintenance Fee	\$35.00		\$575.00
03/11/2021	Late Fee - Late Charges	\$10.00		\$585.00
04/01/2021	Dues - Maintenance Fee	\$35.00		\$620.00
04/12/2021	Late Fee - Late Charges	\$10.00		\$630.00
05/01/2021	Dues - Maintenance Fee	\$35.00		\$665.00
05/11/2021	Late Fee - Late Charges	\$10.00		\$675.00
05/28/2021	Fine - Fines	\$50.00		\$725.00
06/01/2021	Dues - Maintenance Fee	\$35.00		\$760.00
06/14/2021	Late Fee - Late Charges	\$10.00		\$770.00
07/01/2021	Dues - Maintenance Fee	\$35.00		\$805.00
07/12/2021	Late Fee - Late Charges	\$10.00		\$815.00
08/01/2021	Dues - Maintenance Fee	\$35.00		\$850.00
08/11/2021	Late Fee - Late Charges	\$10.00		\$860.00
09/01/2021	Dues - Maintenance Fee	\$35.00		\$895.00
09/13/2021	Late Fee - Late Charges	\$10.00		\$905.00
10/01/2021	Dues - Maintenance Fee	\$35.00		\$940.00
10/13/2021	Late Fee - Late Charges	\$10.00		\$950.00
11/01/2021	Dues - Maintenance Fee	\$35.00		\$985.00
11/12/2021	Late Fee - Late Charges	\$10.00		\$995.00
12/01/2021	Dues - Maintenance Fee	\$35.00		\$1,030.00
12/13/2021	Late Fee - Late Charges	\$10.00		\$1,040.00
01/01/2022	Dues - Maintenance Fee	\$35.00		\$1,075.00
01/11/2022	Late Fee - Late Charges	\$10.00		\$1,085.00
01/21/2022	Waiver - Maintenance Fee Waived		\$105.00	\$980.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$1,015.00
02/11/2022	Late Fee - Late Charges	\$10.00		\$1,025.00
03/01/2022	Dues - Maintenance Fee	\$35.00		\$1,060.00
03/07/2022	Waiver - Late Charges Waived		\$80.00	\$980.00
03/07/2022	Waiver - Maintenance Fee Waived		\$175.00	\$805.00
03/11/2022	Late Fee - Late Charges	\$10.00		\$815.00
04/01/2022	Dues - Maintenance Fee	\$35.00		\$850.00
04/12/2022	Late Fee - Late Charges	\$10.00		\$860.00
05/01/2022	Dues - Maintenance Fee	\$35.00		\$895.00
05/11/2022	Late Fee - Late Charges	\$10.00		\$905.00
06/01/2022	Dues - Maintenance Fee	\$35.00		\$940.00
06/14/2022	Late Fee - Late Charges	\$10.00		\$950.00
07/01/2022	Dues - Maintenance Fee	\$35.00		\$985.00
07/12/2022	Late Fee - Late Charges	\$10.00		\$995.00
08/01/2022	Dues - Maintenance Fee	\$35.00		\$1,030.00
08/11/2022	Late Fee - Late Charges	\$10.00		\$1,040.00
09/01/2022	Dues - Maintenance Fee	\$35.00		\$1,075.00
09/13/2022	Late Fee - Late Charges	\$10.00		\$1,085.00
10/01/2022	Dues - Maintenance Fee	\$35.00		\$1,120.00
10/12/2022	Late Fee - Late Charges	\$10.00		\$1,130.00
11/01/2022	Dues - Maintenance Fee	\$35.00		\$1,165.00
11/14/2022	Late Fee - Late Charges	\$10.00		\$1,175.00
12/01/2022	Dues - Maintenance Fee	\$35.00		\$1,210.00
12/12/2022	Late Fee - Late Charges	\$10.00		\$1,220.00
01/01/2023	Dues - Maintenance Fee	\$35.00		\$1,255.00
01/11/2023	Late Fee - Late Charges	\$10.00		\$1,265.00
02/01/2023	Dues - Maintenance Fee	\$35.00		\$1,300.00
02/13/2023	Late Fee - Late Charges	\$10.00		\$1,310.00
03/01/2023	Dues - Maintenance Fee	\$35.00		\$1,345.00
03/13/2023	Late Fee - Late Charges	\$10.00		\$1,355.00
04/01/2023	Dues - Maintenance Fee	\$35.00		\$1,390.00
04/11/2023	Late Fee - Late Charges	\$10.00		\$1,400.00
05/01/2023	Dues - Maintenance Fee	\$35.00		\$1,435.00
05/11/2023	Late Fee - Late Charges	\$10.00		\$1,445.00
06/01/2023	Dues - Maintenance Fee	\$35.00		\$1,480.00
06/13/2023	Late Fee - Late Charges	\$10.00		\$1,490.00
07/01/2023	Dues - Maintenance Fee	\$35.00		\$1,525.00
07/11/2023	Late Fee - Late Charges	\$10.00		\$1,535.00

08/01/2023	Dues - Maintenance Fee	\$35.00	\$1,570.00
08/11/2023	Late Fee - Late Charges	\$10.00	\$1,580.00
09/01/2023	Dues - Maintenance Fee	\$35.00	\$1,615.00
09/12/2023	Late Fee - Late Charges	\$10.00	\$1,625.00
10/01/2023	Dues - Maintenance Fee	\$35.00	\$1,660.00
10/06/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$1,661.00
10/06/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00	\$1,670.00
10/06/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00	\$2,065.00
10/10/2023	Late Fee - Late Charges	\$10.00	\$2,075.00
11/01/2023	Dues - Maintenance Fee	\$35.00	\$2,110.00
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$2,179.00
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$2,194.00
11/10/2023	Late Fee - Late Charges	\$10.00	\$2,204.00
11/21/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$2,205.00
11/21/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$2,330.00
12/01/2023	Dues - Maintenance Fee	\$35.00	\$2,365.00
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$2,434.00
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$2,449.00
12/10/2023	Late Fee - Late Charges	\$10.00	\$2,459.00
12/11/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, assessment made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession. Alternatively a Payment Plan possibility up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor legal authorization of being authorized to loan money for more than one year. Recommendation available to Board of Directors.	\$525.00	\$2,984.00
01/01/2024	Dues - Maintenance Fee	\$35.00	\$3,019.00
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$3,088.00
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,103.00
01/10/2024	Late Fee - Late Charges	\$10.00	\$3,113.00
02/01/2024	Dues - Maintenance Fee	\$35.00	\$3,148.00
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$3,217.00
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,232.00
02/10/2024	Late Fee - Late Charges	\$10.00	\$3,242.00
03/01/2024	Dues - Maintenance Fee	\$35.00	\$3,277.00
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$3,346.00
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$3,361.00
03/10/2024	Late Fee - Late Charges	\$10.00	\$3,371.00
03/15/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00	\$3,372.00
04/01/2024	Dues - Maintenance Fee	\$35.00	\$3,407.00
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$3,476.00
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$3,491.00
04/10/2024	Late Fee - Late Charges	\$10.00	\$3,501.00
05/01/2024	Dues - Maintenance Fee	\$35.00	\$3,536.00
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$3,605.00
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$3,620.00
05/10/2024	Late Fee - Late Charges	\$10.00	\$3,630.00
05/29/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00	\$3,631.00
06/01/2024	Dues - Maintenance Fee	\$35.00	\$3,666.00
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$3,735.00
06/10/2024	Late Fee - Late Charges	\$10.00	\$3,745.00
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00	\$3,760.00
07/01/2024	Dues - Maintenance Fee	\$35.00	\$3,795.00
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00	\$3,864.00
07/11/2024	Late Fee - Late Charges	\$10.00	\$3,874.00
07/11/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00	\$3,875.00
08/01/2024	Dues - Maintenance Fee	\$35.00	\$3,910.00

08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,979.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,994.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$4,004.00
08/26/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$4,005.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$4,040.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,109.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,124.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$4,134.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$4,169.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,238.00
10/09/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$4,239.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,254.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$4,264.00
		Association Ledger Balance: \$0.00		Owner Balance <b>\$4,264.00</b>

Statement generated by the ONYX Case Management System (id:15781)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1293 Kekahili St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
05/15/2020	Association Other Fee - Start Up Fees	\$100.00		\$100.00
05/15/2020	<b>DIRECT TO ASSOC ES1897</b>		\$90.00	\$10.00
05/15/2020	<b>DIRECT TO ASSOC ES1898</b>		\$100.00	\$-90.00
06/02/2020	Dues - Maintenance Fee	\$35.00		\$-55.00
07/02/2020	Dues - Maintenance Fee	\$35.00		\$-20.00
08/02/2020	Dues - Maintenance Fee	\$35.00		\$15.00
09/01/2020	Dues - Maintenance Fee	\$35.00		\$50.00
09/11/2020	Late Fee - Late Charges	\$10.00		\$60.00
10/01/2020	Late Fee - Late Charges	\$10.00		\$70.00
10/13/2020	Dues - Maintenance Fee	\$35.00		\$105.00
11/01/2020	Late Fee - Late Charges	\$10.00		\$115.00
11/12/2020	Dues - Maintenance Fee	\$35.00		\$150.00
12/01/2020	Late Fee - Late Charges	\$10.00		\$160.00
12/11/2020	Dues - Maintenance Fee	\$35.00		\$195.00
01/01/2021	Late Fee - Late Charges	\$10.00		\$205.00
01/12/2021	Dues - Maintenance Fee	\$35.00		\$240.00
02/01/2021	Late Fee - Late Charges	\$10.00		\$250.00
02/11/2021	Dues - Maintenance Fee	\$35.00		\$285.00
03/01/2021	Late Fee - Late Charges	\$10.00		\$295.00
03/01/2021	Dues - Maintenance Fee	\$35.00		\$330.00
04/01/2021	Late Fee - Late Charges	\$10.00		\$340.00
04/12/2021	Dues - Maintenance Fee	\$35.00		\$375.00
05/01/2021	Late Fee - Late Charges	\$10.00		\$385.00
05/11/2021	Dues - Maintenance Fee	\$35.00		\$420.00
06/01/2021	Late Fee - Late Charges	\$10.00		\$430.00
06/14/2021	Dues - Maintenance Fee	\$35.00		\$465.00
07/01/2021	Late Fee - Late Charges	\$10.00		\$475.00
07/12/2021	Dues - Maintenance Fee	\$35.00		\$510.00
08/01/2021	Late Fee - Late Charges	\$10.00		\$520.00
08/11/2021	Dues - Maintenance Fee	\$35.00		\$555.00
09/01/2021	Late Fee - Late Charges	\$10.00		\$565.00
09/13/2021	Dues - Maintenance Fee	\$35.00		\$600.00
10/01/2021	Late Fee - Late Charges	\$10.00		\$610.00
10/13/2021	Dues - Maintenance Fee	\$35.00		\$645.00
11/01/2021	Late Fee - Late Charges	\$10.00		\$655.00
11/12/2021	Dues - Maintenance Fee	\$35.00		\$690.00
12/01/2021	Late Fee - Late Charges	\$10.00		\$700.00
12/13/2021	Dues - Maintenance Fee	\$35.00		\$735.00
01/01/2022	Dues - Maintenance Fee	\$35.00		\$770.00
01/11/2022	Late Fee - Late Charges	\$10.00		\$780.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$815.00
02/11/2022	Late Fee - Late Charges	\$10.00		\$825.00
03/01/2022	Dues - Maintenance Fee	\$35.00		\$860.00
03/11/2022	Late Fee - Late Charges	\$10.00		\$870.00
04/01/2022	Dues - Maintenance Fee	\$35.00		\$905.00
04/12/2022	Late Fee - Late Charges	\$10.00		\$915.00
05/01/2022	Dues - Maintenance Fee	\$35.00		\$950.00
05/11/2022	Late Fee - Late Charges	\$10.00		\$960.00
06/01/2022	Dues - Maintenance Fee	\$35.00		\$995.00
06/14/2022	Late Fee - Late Charges	\$10.00		\$1,005.00
07/01/2022	Dues - Maintenance Fee	\$35.00		\$1,040.00
07/12/2022	Late Fee - Late Charges	\$10.00		\$1,050.00
08/01/2022	Dues - Maintenance Fee	\$35.00		\$1,085.00

08/11/2022	Late Fee - Late Charges	\$10.00		\$1,095.00
09/01/2022	Dues - Maintenance Fee	\$35.00		\$1,130.00
09/13/2022	Late Fee - Late Charges	\$10.00		\$1,140.00
10/01/2022	Dues - Maintenance Fee	\$35.00		\$1,175.00
10/12/2022	Late Fee - Late Charges	\$10.00		\$1,185.00
11/01/2022	Dues - Maintenance Fee	\$35.00		\$1,220.00
11/14/2022	Late Fee - Late Charges	\$10.00		\$1,230.00
12/01/2022	Dues - Maintenance Fee	\$35.00		\$1,265.00
12/12/2022	Late Fee - Late Charges	\$10.00		\$1,275.00
01/01/2023	Dues - Maintenance Fee	\$35.00		\$1,310.00
01/11/2023	Late Fee - Late Charges	\$10.00		\$1,320.00
02/01/2023	Dues - Maintenance Fee	\$35.00		\$1,355.00
02/13/2023	Late Fee - Late Charges	\$10.00		\$1,365.00
03/01/2023	Dues - Maintenance Fee	\$35.00		\$1,400.00
03/13/2023	Late Fee - Late Charges	\$10.00		\$1,410.00
04/01/2023	Dues - Maintenance Fee	\$35.00		\$1,445.00
04/11/2023	Late Fee - Late Charges	\$10.00		\$1,455.00
05/01/2023	Dues - Maintenance Fee	\$35.00		\$1,490.00
05/11/2023	Late Fee - Late Charges	\$10.00		\$1,500.00
06/01/2023	Dues - Maintenance Fee	\$35.00		\$1,535.00
06/13/2023	Late Fee - Late Charges	\$10.00		\$1,545.00
07/01/2023	Dues - Maintenance Fee	\$35.00		\$1,580.00
07/11/2023	Late Fee - Late Charges	\$10.00		\$1,590.00
08/01/2023	Dues - Maintenance Fee	\$35.00		\$1,625.00
08/11/2023	Late Fee - Late Charges	\$10.00		\$1,635.00
09/01/2023	Dues - Maintenance Fee	\$35.00		\$1,670.00
09/12/2023	Late Fee - Late Charges	\$10.00		\$1,680.00
10/01/2023	Dues - Maintenance Fee	\$35.00		\$1,715.00
10/05/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$2,110.00
10/05/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$2,119.00
10/05/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$2,120.00
10/05/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$2,129.00
10/05/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$2,130.00
10/10/2023	Late Fee - Late Charges	\$10.00		\$2,140.00
11/01/2023	Dues - Maintenance Fee	\$35.00		\$2,175.00
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,244.00
11/10/2023	Late Fee - Late Charges	\$10.00		\$2,254.00
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,269.00
11/17/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$2,394.00
11/17/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,395.00
11/17/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,396.00
12/01/2023	Dues - Maintenance Fee	\$35.00		\$2,431.00
12/01/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, assessment made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession. Alternatively a Payment Plan possibility up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor legal authorization of being authorized to loan money for more than one year. Recommendation available to Board of Directors.	\$395.00		\$2,826.00
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,895.00
12/10/2023	Late Fee - Late Charges	\$10.00		\$2,905.00
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,920.00
01/01/2024	Dues - Maintenance Fee	\$35.00		\$2,955.00
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,024.00
01/10/2024	Late Fee - Late Charges	\$10.00		\$3,034.00
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,049.00
02/01/2024	Dues - Maintenance Fee	\$35.00		\$3,084.00



02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,153.00
02/10/2024	Late Fee - Late Charges	\$10.00		\$3,163.00
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,178.00
03/01/2024	Dues - Maintenance Fee	\$35.00		\$3,213.00
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,282.00
03/10/2024	Late Fee - Late Charges	\$10.00		\$3,292.00
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,307.00
04/01/2024	Dues - Maintenance Fee	\$35.00		\$3,342.00
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,411.00
04/10/2024	Late Fee - Late Charges	\$10.00		\$3,421.00
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,436.00
04/25/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,437.00
05/01/2024	Dues - Maintenance Fee	\$35.00		\$3,472.00
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,541.00
05/10/2024	Late Fee - Late Charges	\$10.00		\$3,551.00
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,566.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$3,601.00
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,670.00
06/10/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,671.00
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,686.00
06/10/2024	Late Fee - Late Charges	\$10.00		\$3,696.00
07/01/2024	Dues - Maintenance Fee	\$35.00		\$3,731.00
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,800.00
07/11/2024	Late Fee - LATE CHARGES	\$10.00		\$3,810.00
07/23/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,811.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$3,846.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,915.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$3,925.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,940.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$3,975.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,044.00
09/04/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$4,045.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$4,055.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,070.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$4,105.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,174.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$4,184.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,199.00
Association Ledger Balance: \$0.00			Owner Balance	<b>\$4,199.00</b>

Statement generated by the ONYX Case Management System (id:15779)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1270 Kumaaike St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
05/01/2021	Dues - Maintenance Fee	\$35.00		\$35.00
05/11/2021	Late Fee - Late Charge	\$10.00		\$45.00
06/01/2021	Dues - Maintenance Fee	\$35.00		\$80.00
06/09/2021	<b>DIRECT TO ASSOC CC29</b>		\$100.00	\$-20.00
07/01/2021	Dues - Maintenance Fee	\$35.00		\$15.00
07/01/2021	Waiver - Waive 03/21 & 05/21 Late charges		\$20.00	\$-5.00
07/30/2021	Late Fee - Late Fees Reclass	\$20.00		\$15.00
07/30/2021	Waiver - Reclass Maintenance Fee		\$20.00	\$-5.00
08/01/2021	Dues - Maintenance Fee	\$35.00		\$30.00
08/11/2021	Late Fee - Late Charge	\$10.00		\$40.00
08/21/2021	Fine - NTC2 081921 Excavator In Yard	\$25.00		\$65.00
09/01/2021	Dues - Maintenance Fee	\$35.00		\$100.00
09/03/2021	Fine - NTC2 08/19 Remove Excavator	\$25.00		\$125.00
09/11/2021	Late Fee - Late Charge	\$10.00		\$135.00
09/17/2021	Fine - NTC3 09/09/21 Remove Excavator	\$50.00		\$185.00
10/01/2021	Dues - Maintenance Fee	\$35.00		\$220.00
10/11/2021	Late Fee - Late Charge	\$10.00		\$230.00
10/18/2021	Late Fee - Late Charge	\$30.00		\$260.00
10/18/2021	<b>DIRECT TO ASSOC CC 10/18/2021</b>		\$100.00	\$160.00
10/18/2021	Waiver - Reclass Fines		\$30.00	\$130.00
11/01/2021	Dues - Maintenance Fee	\$35.00		\$165.00
11/11/2021	Late Fee - Late Charge	\$10.00		\$175.00
12/01/2021	Dues - Maintenance Fee	\$35.00		\$210.00
12/06/2021	<b>DIRECT TO ASSOC CC30</b>		\$150.00	\$60.00
12/11/2021	Late Fee - Late Charge	\$10.00		\$70.00
01/01/2022	Dues - Maintenance Fee	\$35.00		\$105.00
01/11/2022	Late Fee - Late Charge	\$10.00		\$115.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$150.00
02/11/2022	Late Fee - Late Charge	\$10.00		\$160.00
03/01/2022	Dues - Maintenance Fee	\$35.00		\$195.00
03/11/2022	Late Fee - Late Charge	\$10.00		\$205.00
03/18/2022	Fine - 03/03/2022 Weeds Growing Out	\$25.00		\$230.00
03/18/2022	Fine - 03/03/2022 Trash Cans Store	\$25.00		\$255.00
03/18/2022	Fine - 03/03/2022 Trash Cans	\$25.00		\$280.00
03/24/2022	Fine - CB Fine 03/21/2022 Inoperable Vehicle	\$25.00		\$305.00
03/24/2022	Fine - CB Fine 03/21/2022 Trash Can	\$50.00		\$355.00
03/24/2022	Fine - CB Fine 03/21/2022 Trailer	\$50.00		\$405.00
03/24/2022	Fine - CB Fine 03/21/2022 Overgrown Weeds	\$50.00		\$455.00
03/24/2022	Fine - 03/21/2022 Dismantled Fence	\$25.00		\$480.00
04/01/2022	Dues - Maintenance Fee	\$35.00		\$515.00
04/11/2022	Late Fee - Late Charge	\$10.00		\$525.00
04/26/2022	Fine - CB Fine Fence 04/26/2022	\$50.00		\$575.00
05/01/2022	Dues - Maintenance Fee	\$35.00		\$610.00
05/11/2022	Late Fee - Late Charge	\$10.00		\$620.00
05/16/2022	Fine - Fines Reclass	\$140.00		\$760.00
05/16/2022	Late Fee - Late Fee Reclass	\$10.00		\$770.00
05/16/2022	Late Fee - Late Fee Reclass	\$50.00		\$820.00
05/16/2022	<b>DIRECT TO ASSOC CC28</b>		\$200.00	\$620.00
05/16/2022	Waiver - Late Charges Waived		\$50.00	\$570.00
05/24/2022	Waiver - Reclass Maintenance Fee		\$200.00	\$370.00
06/01/2022	Fine - CB Fine 05/17/2022 Trash Can	\$25.00		\$395.00
06/01/2022	Fine - CB Fine 05/17/2022 Trailer on Side	\$25.00		\$420.00
06/01/2022	Dues - Maintenance Fee	\$35.00		\$455.00

06/11/2022	Late Fee - Late Charge	\$10.00		\$465.00
06/14/2022	Fine - Reclass	\$70.00		\$535.00
06/14/2022	Late Fee - Late Charge Reclass	\$20.00		\$555.00
06/14/2022	<b>DIRECT TO ASSOC CC53</b>		\$270.00	\$285.00
06/14/2022	Waiver - Reclass Fines		\$20.00	\$265.00
06/14/2022	Waiver - Reclass Maintenance Fee		\$70.00	\$195.00
07/01/2022	Fine - CB Fine 06/26/2022	\$50.00		\$245.00
07/01/2022	Fine - CB Fine 06/13/2022 Trailer Parked	\$50.00		\$295.00
07/01/2022	Fine - CB Fine 06/13/2022 Trash	\$50.00		\$345.00
07/01/2022	Fine - CB Fine 06/13/2022	\$25.00		\$370.00
07/01/2022	Dues - Maintenance Fee	\$35.00		\$405.00
07/11/2022	Late Fee - Late Charge	\$10.00		\$415.00
08/01/2022	Dues - Maintenance Fee	\$35.00		\$450.00
08/11/2022	Late Fee - Late Charge	\$10.00		\$460.00
08/29/2022	Fine - Fine 08/22/2022 Trash Cans	\$50.00		\$510.00
08/29/2022	Fine - Fine 08/22/2022 Trailer	\$50.00		\$560.00
09/01/2022	Fine - NTC1 08/04/2022 Trash Can	\$25.00		\$585.00
09/01/2022	Fine - NTC1 08/04/2022 Trailer on Roadway	\$25.00		\$610.00
09/01/2022	Dues - Maintenance Fee	\$35.00		\$645.00
09/11/2022	Late Fee - Late Charge	\$10.00		\$655.00
10/01/2022	Dues - Maintenance Fee	\$35.00		\$690.00
10/05/2022	Fine - Fine NTC2 10/04/2022 Bob Cat	\$25.00		\$715.00
10/05/2022	Fine - Fine NTC2 10/04/2022 Trailer	\$25.00		\$740.00
10/05/2022	Fine - Fine NTC2 10/04/2022 Trash	\$25.00		\$765.00
10/11/2022	Late Fee - Late Charge	\$10.00		\$775.00
11/01/2022	Dues - Maintenance Fee	\$35.00		\$810.00
11/11/2022	Late Fee - Late Charge	\$10.00		\$820.00
11/15/2022	Fine - Fine 11/10/2022 Trash Can	\$50.00		\$870.00
11/15/2022	Fine - Fine 11/10/2022 Trailer	\$50.00		\$920.00
11/15/2022	Fine - Fine 11/10/2022 Bob Cat	\$50.00		\$970.00
12/01/2022	Dues - Maintenance Fee	\$35.00		\$1,005.00
12/11/2022	Late Fee - Late Charge	\$10.00		\$1,015.00
12/22/2022	Fine - Fine NTC2 12/20/2022 Weeds	\$25.00		\$1,040.00
12/22/2022	Fine - Fine NTC2 12/20/2022 Excavator	\$25.00		\$1,065.00
12/22/2022	Fine - Fine NTC2 12/20/2022 Trash Can	\$25.00		\$1,090.00
01/01/2023	Dues - Maintenance Fee	\$35.00		\$1,125.00
01/11/2023	Late Fee - Late Charge	\$10.00		\$1,135.00
01/13/2023	Fine - Fine NTC3 01/11/223 Bob Cat	\$50.00		\$1,185.00
01/13/2023	Fine - Fine NTC3 01/11/2023 Trash	\$50.00		\$1,235.00
02/01/2023	Dues - Maintenance Fee	\$35.00		\$1,270.00
02/11/2023	Late Fee - Late Charge	\$10.00		\$1,280.00
03/01/2023	Dues - Maintenance Fee	\$35.00		\$1,315.00
03/11/2023	Late Fee - Late Charge	\$10.00		\$1,325.00
03/17/2023	Fine - Fine NTC3 Trash Can 03/10/2023	\$50.00		\$1,375.00
04/01/2023	Dues - Maintenance Fee	\$35.00		\$1,410.00
04/05/2023	Fine - Fine NTC2 Fence 03/29/2023	\$25.00		\$1,435.00
04/11/2023	Late Fee - Late Charge	\$10.00		\$1,445.00
04/13/2023	Fine - Fine NTC2 04/12/2023 CAR	\$25.00		\$1,470.00
05/01/2023	Dues - Maintenance Fee	\$35.00		\$1,505.00
05/11/2023	Late Fee - Late Charge	\$10.00		\$1,515.00
06/01/2023	Dues - Maintenance Fee	\$35.00		\$1,550.00
06/11/2023	Late Fee - Late Charge	\$10.00		\$1,560.00
07/01/2023	Dues - Maintenance Fee	\$35.00		\$1,595.00
07/11/2023	Late Fee - Late Charge	\$10.00		\$1,605.00
08/01/2023	Dues - Maintenance Fee	\$35.00		\$1,640.00
08/11/2023	Late Fee - Late Charge	\$10.00		\$1,650.00
09/01/2023	Dues - Maintenance Fee	\$35.00		\$1,685.00
09/11/2023	Late Fee - Late Charge	\$10.00		\$1,695.00
10/01/2023	Dues - Maintenance Fee	\$35.00		\$1,730.00
10/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,731.00
10/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,740.00
10/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,741.00
10/09/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,750.00

10/09/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$2,145.00
10/10/2023	Late Fee - Late Charges	\$10.00		\$2,155.00
11/01/2023	Dues - Maintenance Fee	\$35.00		\$2,190.00
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,259.00
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,274.00
11/10/2023	Late Fee - Late Charges	\$10.00		\$2,284.00
11/14/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, assessment made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession. Alternatively a Payment Plan possibility up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor legal authorization of being authorized to loan money for more than one year. Recommendation available to Board of Directors.	\$295.00		\$2,579.00
11/14/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,580.00
11/14/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$2,705.00
12/01/2023	Dues - Maintenance Fee	\$35.00		\$2,740.00
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,809.00
12/07/2023	VISA 15452143		\$400.00	\$2,409.00
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,424.00
12/10/2023	Late Fee - Late Charges	\$10.00		\$2,434.00
01/01/2024	Dues - Maintenance Fee	\$35.00		\$2,469.00
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,538.00
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,553.00
01/10/2024	Late Fee - Late Charges	\$10.00		\$2,563.00
01/12/2024	Legal Collection Fee - Identify and locate security interests with their priority, estimate fair market value of security interests and unit value, estimate time to possession and then net value, evaluate rent diversion possibility, Recommendation available to Board of Directors	\$395.00		\$2,958.00
02/01/2024	Dues - Maintenance Fee	\$35.00		\$2,993.00
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,062.00
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,077.00
02/10/2024	Late Fee - Late Charges	\$10.00		\$3,087.00
03/01/2024	Dues - Maintenance Fee	\$35.00		\$3,122.00
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,191.00
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,206.00
03/10/2024	Late Fee - Late Charges	\$10.00		\$3,216.00
04/01/2024	Dues - Maintenance Fee	\$35.00		\$3,251.00
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,320.00
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,335.00
04/10/2024	Late Fee - Late Charges	\$10.00		\$3,345.00
04/25/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,346.00
05/01/2024	Dues - Maintenance Fee	\$35.00		\$3,381.00
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,450.00
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,465.00
05/10/2024	Late Fee - Late Charges	\$10.00		\$3,475.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$3,510.00
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,579.00
06/10/2024	Late Fee - Late Charges	\$10.00		\$3,589.00
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,604.00
06/10/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,605.00
07/01/2024	Dues - Maintenance Fee	\$35.00		\$3,640.00
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,709.00
07/11/2024	Late Fee - LATE CHARGES	\$10.00		\$3,719.00
07/23/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,720.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$3,755.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,824.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,839.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$3,849.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$3,884.00

09/04/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,885.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,954.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,969.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$3,979.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$4,014.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$4,083.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$4,098.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$4,108.00
		Association Ledger Balance: \$0.00		Owner Balance <b>\$4,108.00</b>

Statement generated by the ONYX Case Management System (id:15778)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1089 Kahalepouli St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
12/01/2018	Dues - Maintenance Fee	\$30.00		\$30.00
12/10/2018	Late Fee - Late Charge	\$10.00		\$40.00
01/01/2019	Dues - Maintenance Fee	\$30.00		\$70.00
01/10/2019	Late Fee - Late Charge	\$10.00		\$80.00
02/01/2019	Dues - Maintenance Fee	\$30.00		\$110.00
02/07/2019	<b>DIRECT TO ASSOC LB24</b>		\$80.00	\$30.00
03/01/2019	Dues - Maintenance Fee	\$30.00		\$60.00
03/07/2019	<b>DIRECT TO ASSOC LB36</b>		\$30.00	\$30.00
04/01/2019	Dues - Maintenance Fee	\$30.00		\$60.00
04/11/2019	Late Fee - Late Charge	\$10.00		\$70.00
05/01/2019	Dues - Maintenance Fee	\$30.00		\$100.00
05/11/2019	Late Fee - Late Charge	\$10.00		\$110.00
05/14/2019	<b>DIRECT TO ASSOC LB31</b>		\$60.00	\$50.00
06/01/2019	Dues - Maintenance Fee	\$30.00		\$80.00
06/11/2019	Late Fee - Late Charge	\$10.00		\$90.00
06/17/2019	<b>DIRECT TO ASSOC LB28</b>		\$30.00	\$60.00
07/01/2019	Dues - Maintenance Fee	\$30.00		\$90.00
07/11/2019	Late Fee - Late Charge	\$10.00		\$100.00
08/01/2019	Dues - Maintenance Fee	\$30.00		\$130.00
08/11/2019	Late Fee - Late Charge	\$10.00		\$140.00
08/21/2019	<b>DIRECT TO ASSOC LB8</b>		\$100.00	\$40.00
09/01/2019	Dues - Maintenance Fee	\$30.00		\$70.00
09/11/2019	Late Fee - Late Charge	\$10.00		\$80.00
10/01/2019	Dues - Maintenance Fee	\$30.00		\$110.00
10/11/2019	Late Fee - Late Charge	\$10.00		\$120.00
11/01/2019	Dues - Maintenance Fee	\$30.00		\$150.00
11/11/2019	Late Fee - Late Charge	\$10.00		\$160.00
11/25/2019	<b>DIRECT TO ASSOC LB10</b>		\$120.00	\$40.00
12/01/2019	Dues - Maintenance Fee	\$30.00		\$70.00
12/11/2019	Late Fee - Late Charge	\$10.00		\$80.00
01/01/2020	Dues - Maintenance Fee	\$35.00		\$115.00
01/11/2020	Late Fee - Late Charge	\$10.00		\$125.00
02/01/2020	Dues - Maintenance Fee	\$35.00		\$160.00
02/11/2020	Late Fee - Late Charge	\$10.00		\$170.00
03/01/2020	Dues - Maintenance Fee	\$35.00		\$205.00
03/11/2020	Late Fee - Late Charge	\$10.00		\$215.00
03/27/2020	<b>DIRECT TO ASSOC LB47</b>		\$140.00	\$75.00
04/01/2020	Dues - Maintenance Fee	\$35.00		\$110.00
04/11/2020	Late Fee - Late Charge	\$10.00		\$120.00
04/30/2020	<b>Waiver - Waive Late Charge Per Board</b>		\$10.00	\$110.00
05/01/2020	Dues - Maintenance Fee	\$35.00		\$145.00
05/11/2020	Late Fee - Late Charge	\$10.00		\$155.00
05/12/2020	<b>Waiver - Waive Late Charge Per Board</b>		\$10.00	\$145.00
05/12/2020	<b>Waiver - Waive Late Charge Per Board</b>		\$10.00	\$135.00
05/26/2020	<b>DIRECT TO ASSOC LB45</b>		\$70.00	\$65.00
06/01/2020	Dues - Maintenance Fee	\$35.00		\$100.00
06/11/2020	Late Fee - Late Charge	\$10.00		\$110.00
07/01/2020	Dues - Maintenance Fee	\$35.00		\$145.00
07/11/2020	Late Fee - Late Charge	\$10.00		\$155.00
07/13/2020	<b>Waiver - Waive Late Charge Per Board</b>		\$10.00	\$145.00
07/15/2020	<b>Waiver - Waive Late Charge Per Board</b>		\$10.00	\$135.00
08/01/2020	Dues - Maintenance Fee	\$35.00		\$170.00
08/11/2020	Late Fee - Late Charge	\$10.00		\$180.00

08/11/2020	Waiver - Waive Late Charge Per Board		\$10.00	\$170.00
08/14/2020	Late Fee - Late Charges Reclass	\$10.00		\$180.00
08/14/2020	DIRECT TO ASSOC LB8		\$70.00	\$110.00
08/14/2020	DIRECT TO ASSOC Reclass		\$10.00	\$100.00
09/01/2020	Dues - Maintenance Fee	\$35.00		\$135.00
09/11/2020	Dues - Late Charge	\$10.00		\$145.00
09/11/2020	Late Fee - Late Charge	\$10.00		\$155.00
10/01/2020	Dues - Maintenance Fee	\$35.00		\$190.00
10/11/2020	Dues - Late Charge	\$10.00		\$200.00
11/01/2020	Dues - Maintenance Fee	\$35.00		\$235.00
11/11/2020	Dues - Late Charge	\$10.00		\$245.00
12/01/2020	Dues - Maintenance Fee	\$35.00		\$280.00
12/11/2020	Dues - Late Charge	\$10.00		\$290.00
01/01/2021	Dues - Maintenance Fee	\$35.00		\$325.00
01/11/2021	Dues - Late Charge	\$10.00		\$335.00
02/01/2021	Dues - Maintenance Fee	\$35.00		\$370.00
02/11/2021	Dues - Late Charge	\$10.00		\$380.00
03/01/2021	Dues - Maintenance Fee	\$35.00		\$415.00
03/11/2021	Dues - Late Charge	\$10.00		\$425.00
04/01/2021	Dues - Maintenance Fee	\$35.00		\$460.00
04/11/2021	Dues - Late Charge	\$10.00		\$470.00
05/01/2021	Dues - Maintenance Fee	\$35.00		\$505.00
05/11/2021	Dues - Late Charge	\$10.00		\$515.00
06/01/2021	Dues - Maintenance Fee	\$35.00		\$550.00
06/11/2021	Dues - Late Charge	\$10.00		\$560.00
07/01/2021	Dues - Maintenance Fee	\$35.00		\$595.00
07/11/2021	Dues - Late Charge	\$10.00		\$605.00
08/01/2021	Dues - Maintenance Fee	\$35.00		\$640.00
08/11/2021	Dues - Late Charge	\$10.00		\$650.00
09/01/2021	Dues - Maintenance Fee	\$35.00		\$685.00
09/11/2021	Dues - Late Charge	\$10.00		\$695.00
10/01/2021	Dues - Maintenance Fee	\$35.00		\$730.00
10/11/2021	Dues - Late Charge	\$10.00		\$740.00
11/01/2021	Dues - Maintenance Fee	\$35.00		\$775.00
11/11/2021	Dues - Late Charge	\$10.00		\$785.00
11/12/2021	Fine - CB Fine 11/04/21 Design Approval	\$50.00		\$835.00
12/01/2021	Dues - Maintenance Fee	\$35.00		\$870.00
12/11/2021	Dues - Late Charge	\$10.00		\$880.00
01/01/2022	Dues - Maintenance Fee	\$35.00		\$915.00
01/11/2022	Dues - Late Charge	\$10.00		\$925.00
01/21/2022	DIRECT TO ASSOC 2450		\$35.00	\$890.00
01/21/2022	DIRECT TO ASSOC 2458		\$35.00	\$855.00
01/21/2022	DIRECT TO ASSOC 2456		\$35.00	\$820.00
01/21/2022	DIRECT TO ASSOC 2459		\$35.00	\$785.00
01/21/2022	DIRECT TO ASSOC 2452		\$35.00	\$750.00
01/21/2022	DIRECT TO ASSOC 2460		\$35.00	\$715.00
01/21/2022	DIRECT TO ASSOC 2455		\$35.00	\$680.00
01/21/2022	DIRECT TO ASSOC 2457		\$35.00	\$645.00
01/21/2022	DIRECT TO ASSOC 2454		\$35.00	\$610.00
01/21/2022	DIRECT TO ASSOC 5360		\$35.00	\$575.00
01/25/2022	DIRECT TO ASSOC 2449		\$35.00	\$540.00
01/25/2022	DIRECT TO ASSOC 2451		\$35.00	\$505.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$540.00
02/11/2022	Dues - Late Charge	\$10.00		\$550.00
03/01/2022	Dues - Maintenance Fee	\$35.00		\$585.00
03/11/2022	Dues - Late Charge	\$10.00		\$595.00
03/31/2022	Late Fee - Late Charges Reclass	\$105.00		\$700.00
03/31/2022	DIRECT TO ASSOC Reclass Maint Fee		\$105.00	\$595.00
03/31/2022	Waiver - Waive Late Charge Per Board		\$120.00	\$475.00
04/01/2022	Dues - Maintenance Fee	\$35.00		\$510.00
04/11/2022	Dues - Late Charge	\$10.00		\$520.00
05/01/2022	Dues - Maintenance Fee	\$35.00		\$555.00
05/11/2022	Dues - Late Charge	\$10.00		\$565.00
06/01/2022	Dues - Maintenance Fee	\$35.00		\$600.00
06/11/2022	Dues - Late Charge	\$10.00		\$610.00
07/01/2022	Dues - Maintenance Fee	\$35.00		\$645.00
07/11/2022	Dues - Late Charge	\$10.00		\$655.00

08/01/2022	Dues - Maintenance Fee	\$35.00	\$690.00
08/11/2022	Dues - Late Charge	\$10.00	\$700.00
09/01/2022	Dues - Maintenance Fee	\$35.00	\$735.00
09/11/2022	Dues - Late Charge	\$10.00	\$745.00
10/01/2022	Dues - Maintenance Fee	\$35.00	\$780.00
10/11/2022	Dues - Late Charge	\$10.00	\$790.00
11/01/2022	Dues - Maintenance Fee	\$35.00	\$825.00
11/11/2022	Dues - Late Charge	\$10.00	\$835.00
12/01/2022	Dues - Maintenance Fee	\$35.00	\$870.00
12/11/2022	Dues - Late Charge	\$10.00	\$880.00
01/01/2023	Dues - Maintenance Fee	\$35.00	\$915.00
01/11/2023	Dues - Late Charge	\$10.00	\$925.00
02/01/2023	Dues - Maintenance Fee	\$35.00	\$960.00
02/11/2023	Dues - Late Charge	\$10.00	\$970.00
03/01/2023	Dues - Maintenance Fee	\$35.00	\$1,005.00
03/11/2023	Dues - Late Charge	\$10.00	\$1,015.00
04/01/2023	Dues - Maintenance Fee	\$35.00	\$1,050.00
04/11/2023	Dues - Late Charge	\$10.00	\$1,060.00
05/01/2023	Dues - Maintenance Fee	\$35.00	\$1,095.00
05/11/2023	Dues - Late Charge	\$10.00	\$1,105.00
06/01/2023	Dues - Maintenance Fee	\$35.00	\$1,140.00
06/11/2023	Dues - Late Charge	\$10.00	\$1,150.00
07/01/2023	Dues - Maintenance Fee	\$35.00	\$1,185.00
07/11/2023	Dues - Late Charge	\$10.00	\$1,195.00
08/01/2023	Dues - Maintenance Fee	\$35.00	\$1,230.00
08/11/2023	Dues - Late Charge	\$10.00	\$1,240.00
09/01/2023	Dues - Maintenance Fee	\$35.00	\$1,275.00
09/11/2023	Dues - Late Charge	\$10.00	\$1,285.00
10/01/2023	Dues - Maintenance Fee	\$35.00	\$1,320.00
10/04/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$1,321.00
10/04/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$1,322.00
10/04/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00	\$1,331.00
10/04/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00	\$1,332.00
10/04/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00	\$1,341.00
10/04/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00	\$1,736.00
10/10/2023	Late Fee - Late Charges	\$10.00	\$1,746.00
11/01/2023	Dues - Maintenance Fee	\$35.00	\$1,781.00
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$1,850.00
11/06/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, assessment made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession. Alternatively a Payment Plan possibility up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor legal authorization of being authorized to loan money for more than one year. Recommendation available to Board of Directors.	\$595.00	\$2,445.00
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$2,460.00
11/10/2023	Late Fee - Late Charges	\$10.00	\$2,470.00
11/14/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00	\$2,471.00
11/14/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00	\$2,596.00
12/01/2023	Dues - Maintenance Fee	\$35.00	\$2,631.00
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00	\$2,700.00
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$2,715.00
12/10/2023	Late Fee - Late Charges	\$10.00	\$2,725.00
01/01/2024	Dues - Maintenance Fee	\$35.00	\$2,760.00
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00	\$2,829.00
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00	\$2,844.00
01/10/2024	Late Fee - Late Charges	\$10.00	\$2,854.00



02/01/2024	Dues - Maintenance Fee	\$35.00		\$2,889.00
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,958.00
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,973.00
02/10/2024	Late Fee - Late Charges	\$10.00		\$2,983.00
03/01/2024	Dues - Maintenance Fee	\$35.00		\$3,018.00
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,087.00
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,102.00
03/10/2024	Late Fee - Late Charges	\$10.00		\$3,112.00
04/01/2024	Dues - Maintenance Fee	\$35.00		\$3,147.00
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,216.00
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,231.00
04/10/2024	Late Fee - Late Charges	\$10.00		\$3,241.00
05/01/2024	Dues - Maintenance Fee	\$35.00		\$3,276.00
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,345.00
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,360.00
05/10/2024	Late Fee - Late Charges	\$10.00		\$3,370.00
05/22/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,371.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$3,406.00
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,475.00
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,490.00
06/10/2024	Late Fee - Late Charges	\$10.00		\$3,500.00
06/17/2024	DIRECT TO ASSOC PA LBX 06/17/2024		\$35.00	\$3,465.00
07/01/2024	Dues - Maintenance Fee	\$35.00		\$3,500.00
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,569.00
07/08/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,570.00
07/10/2024	Late Fee - Late Charges	\$10.00		\$3,580.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$3,615.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,684.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,699.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$3,709.00
08/22/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,710.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$3,745.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,814.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,829.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$3,839.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$3,874.00
10/04/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,875.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,944.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,959.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$3,969.00
Association Ledger Balance: \$0.00			Owner Balance	\$3,969.00

Statement generated by the ONYX Case Management System (id:15776)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1385 Kinoiki S, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
10/22/2021	Fine - NTC3 10/18 Concrete Pour	\$50.00		\$50.00
11/01/2021	Dues - Maintenance Fee	\$35.00		\$85.00
11/10/2021	Fine - Reclass	\$35.00		\$120.00
11/10/2021	<b>DIRECT TO ASSOC CC6</b>		\$35.00	\$85.00
11/10/2021	<b>Waiver - Reclass Maintenance Fee</b>		\$35.00	\$50.00
11/12/2021	Late Fee - Late Charge	\$10.00		\$60.00
11/30/2021	<b>Waiver - Waived Late Charge</b>		\$10.00	\$50.00
12/01/2021	Dues - Maintenance Fee	\$35.00		\$85.00
12/12/2021	Late Fee - Late Charge	\$10.00		\$95.00
12/17/2021	Fine - Fine 12/14/2021 No Approval Concrete	\$50.00		\$145.00
12/17/2021	Fine - Fine 12/14/2021 No Approval Concrete	\$50.00		\$195.00
12/17/2021	Fine - Fine 12/14/2021 No Approval Concrete	\$50.00		\$245.00
12/31/2021	<b>Waiver - Fine Adjustment</b>		\$100.00	\$145.00
01/01/2022	Dues - Maintenance Fee	\$35.00		\$180.00
01/11/2022	<b>DIRECT TO ASSOC CC68</b>		\$35.00	\$145.00
01/12/2022	Late Fee - Late Charge	\$10.00		\$155.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$190.00
02/12/2022	Late Fee - Late Charge	\$10.00		\$200.00
02/28/2022	Fine - Reclass 01/11/2022 Pmt	\$15.00		\$215.00
02/28/2022	Late Fee - Late Fee Reclass 01/11/2022 Pmt	\$20.00		\$235.00
02/28/2022	<b>Waiver - Reclass 01/11/2022 Payment</b>		\$35.00	\$200.00
02/28/2022	<b>Waiver - Late Fee Adjustment 01/2022</b>		\$10.00	\$190.00
03/01/2022	Dues - Maintenance Fee	\$35.00		\$225.00
03/12/2022	Late Fee - Late Charge	\$10.00		\$235.00
03/18/2022	Fine - CB Fine 2nd Notice 02/16	\$25.00		\$260.00
03/18/2022	Fine - Fine 03/03/2022 No Approval	\$50.00		\$310.00
04/01/2022	Dues - Maintenance Fee	\$35.00		\$345.00
04/12/2022	Late Fee - Late Charge	\$10.00		\$355.00
04/15/2022	Fine - CB Fine 040822 Section F.IV	\$25.00		\$380.00
04/26/2022	Fine - CB Fine Concrete 04/26/22	\$50.00		\$430.00
05/01/2022	Dues - Maintenance Fee	\$35.00		\$465.00
05/09/2022	Fine - Reclass Fines	\$140.00		\$605.00
05/09/2022	<b>DIRECT TO ASSOC CC 5378</b>		\$140.00	\$465.00
05/09/2022	<b>DIRECT TO ASSOC CC5360</b>		\$40.00	\$425.00
05/09/2022	<b>Waiver - Reclass Maintenance Fee</b>		\$140.00	\$285.00
05/12/2022	Late Fee - Late Charge	\$10.00		\$295.00
06/01/2022	Fine - CB Fine 05/17/2022 Parking	\$25.00		\$320.00
06/01/2022	Dues - Maintenance Fee	\$35.00		\$355.00
06/12/2022	Late Fee - Late Charge	\$10.00		\$365.00
07/01/2022	Fine - CB Fine 06/27/2022 Concrete Pour	\$25.00		\$390.00
07/01/2022	Dues - Maintenance Fee	\$35.00		\$425.00
07/12/2022	Late Fee - Late Charge	\$10.00		\$435.00
08/01/2022	Fine - CB Fine 07/13/2022 Unapproved Concrete	\$50.00		\$485.00
08/01/2022	Dues - Maintenance Fee	\$35.00		\$520.00
08/12/2022	Late Fee - Late Charge	\$10.00		\$530.00
08/29/2022	Fine - Fine 08/22/2022 No Approval	\$25.00		\$555.00
09/01/2022	Dues - Maintenance Fee	\$35.00		\$590.00
09/12/2022	Late Fee - Late Charge	\$10.00		\$600.00
09/20/2022	Fine - Fine 09/19/2022 No Approval	\$50.00		\$650.00
10/01/2022	Dues - Maintenance Fee	\$35.00		\$685.00
10/12/2022	Late Fee - Late Charge	\$10.00		\$695.00
11/01/2022	Dues - Maintenance Fee	\$35.00		\$730.00
11/12/2022	Late Fee - Late Charge	\$10.00		\$740.00

12/01/2022	Dues - Maintenance Fee	\$35.00		\$775.00
12/12/2022	Late Fee - Late Charge	\$10.00		\$785.00
12/22/2022	Fine - Fine NTC2 12/20/2022 Concrete	\$25.00		\$810.00
01/01/2023	Dues - Maintenance Fee	\$35.00		\$845.00
01/12/2023	Late Fee - Late Charge	\$10.00		\$855.00
01/13/2023	Fine - Fine NTC3 01/11/2023 Concrete	\$50.00		\$905.00
02/01/2023	Dues - Maintenance Fee	\$35.00		\$940.00
02/12/2023	Late Fee - Late Charge	\$10.00		\$950.00
03/01/2023	Dues - Maintenance Fee	\$35.00		\$985.00
03/12/2023	Late Fee - Late Charge	\$10.00		\$995.00
03/17/2023	Fine - Fine NTC3 Concrete 03/10/2023	\$50.00		\$1,045.00
04/01/2023	Dues - Maintenance Fee	\$35.00		\$1,080.00
04/12/2023	Late Fee - Late Charge	\$10.00		\$1,090.00
05/01/2023	Dues - Maintenance Fee	\$35.00		\$1,125.00
05/04/2023	Fine - Fine NTC2 05/02/2023 No Approval	\$25.00		\$1,150.00
05/12/2023	Late Fee - Late Charge	\$10.00		\$1,160.00
06/01/2023	Dues - Maintenance Fee	\$35.00		\$1,195.00
06/09/2023	Fine - Fine NTC3 06/08/2023 No Approval	\$50.00		\$1,245.00
06/12/2023	Late Fee - Late Charge	\$10.00		\$1,255.00
07/01/2023	Dues - Maintenance Fee	\$35.00		\$1,290.00
07/12/2023	Late Fee - Late Charge	\$10.00		\$1,300.00
07/21/2023	Fine - Fine NTC2 07/20/2023 No Approval	\$25.00		\$1,325.00
08/01/2023	Dues - Maintenance Fee	\$35.00		\$1,360.00
08/11/2023	Fine - Fine NTC2 08/10/2023 No Approval	\$50.00		\$1,410.00
08/12/2023	Late Fee - Late Charge	\$10.00		\$1,420.00
09/01/2023	Dues - Maintenance Fee	\$35.00		\$1,455.00
09/12/2023	Late Fee - Late Charge	\$10.00		\$1,465.00
09/29/2023	Fine - Fine NTC2 09/28/2023 No Approval	\$25.00		\$1,490.00
10/01/2023	Dues - Maintenance Fee	\$35.00		\$1,525.00
10/02/2023	Fine - Fine NTC2 CONCRETE 09/07/2023	\$25.00		\$1,550.00
10/04/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,551.00
10/04/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,560.00
10/04/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$1,955.00
10/10/2023	Late Fee - Late Charges	\$10.00		\$1,965.00
11/01/2023	Dues - Maintenance Fee	\$35.00		\$2,000.00
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,069.00
11/07/2023	Fine - Fine NTC3 11/03/2023 NO	\$50.00		\$2,119.00
11/07/2023	<b>DIRECT TO ASSOC CC 11/07/2023</b>		<b>\$35.00</b>	<b>\$2,084.00</b>
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,099.00
11/10/2023	Late Fee - Late Charges	\$10.00		\$2,109.00
11/30/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, assessment made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession. Alternatively a Payment Plan possibility up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor legal authorization of being authorized to loan money for more than one year. Recommendation available to Board of Directors.	\$595.00		\$2,704.00
11/30/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,705.00
11/30/2023	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,706.00
11/30/2023	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$2,831.00
12/01/2023	Dues - Maintenance Fee	\$35.00		\$2,866.00
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$2,935.00
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$2,950.00
12/10/2023	Late Fee - Late Charges	\$10.00		\$2,960.00
01/01/2024	Dues - Maintenance Fee	\$35.00		\$2,995.00
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,064.00
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,079.00
01/10/2024	Late Fee - Late Charges	\$10.00		\$3,089.00
01/11/2024	<b>DIRECT TO ASSOC CC 01/11/2024</b>		<b>\$200.00</b>	<b>\$2,889.00</b>

01/19/2024	Fine - Fine NTC2 CONCRETE 01/17/2024	\$25.00		\$2,914.00
01/31/2024	Fine - NTC3 2/1/24 Unapprovd Concrete	\$50.00		\$2,964.00
02/01/2024	Dues - Maintenance Fee	\$35.00		\$2,999.00
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,068.00
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,083.00
02/10/2024	Late Fee - Late Charges	\$10.00		\$3,093.00
03/01/2024	Dues - Maintenance Fee	\$35.00		\$3,128.00
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$3,197.00
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$3,212.00
03/10/2024	Late Fee - Late Charges	\$10.00		\$3,222.00
04/01/2024	Dues - Maintenance Fee	\$35.00		\$3,257.00
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,326.00
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,341.00
04/10/2024	Late Fee - Late Charges	\$10.00		\$3,351.00
04/17/2024	Fine - FINES	\$25.00		\$3,376.00
04/25/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,377.00
05/01/2024	Dues - Maintenance Fee	\$35.00		\$3,412.00
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,481.00
05/06/2024	<b>DIRECT TO ASSOC PA CC 05/06/2024</b>		<b>\$400.00</b>	<b>\$3,081.00</b>
05/07/2024	Fine - FINES	\$50.00		\$3,131.00
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,146.00
05/10/2024	Late Fee - Late Charges	\$10.00		\$3,156.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$3,191.00
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,260.00
06/10/2024	Late Fee - Late Charges	\$10.00		\$3,270.00
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,285.00
06/10/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,286.00
07/01/2024	Dues - Maintenance Fee	\$35.00		\$3,321.00
07/03/2024	<b>DIRECT TO ASSOC PA CC 07/03/2024</b>		<b>\$100.00</b>	<b>\$3,221.00</b>
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,290.00
07/11/2024	Late Fee - LATE CHARGES	\$10.00		\$3,300.00
07/23/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,301.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$3,336.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,405.00
08/05/2024	<b>DIRECT TO ASSOC PA CC 08/05/2024</b>		<b>\$100.00</b>	<b>\$3,305.00</b>
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,320.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$3,330.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$3,365.00
09/04/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$3,366.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,435.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,450.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$3,460.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$3,495.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,564.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,579.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$3,589.00
Association Ledger Balance: \$0.00			Owner Balance	<b>\$3,589.00</b>

Statement generated by the ONYX Case Management System (id:15775)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1291 Kekahili St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
09/01/2021	Dues - Maintenance Fee	\$35.00		\$35.00
09/13/2021	Late Fee - Late Charges	\$10.00		\$45.00
09/17/2021	Association Other Fee - FINE 9/16 SAFETY VEHIC VIOL	\$100.00		\$145.00
10/01/2021	Dues - Maintenance Fee	\$35.00		\$180.00
10/13/2021	Fine - Reclass	\$50.00		\$230.00
10/13/2021	Late Fee - Late Charges	\$20.00		\$250.00
10/13/2021	Late Fee - Late Charges	\$10.00		\$260.00
10/13/2021	<b>DIRECT TO ASSOC CC54</b>		\$70.00	\$190.00
10/13/2021	Waiver - Waive Late Charges		\$20.00	\$170.00
10/13/2021	Waiver - Reclass Maintenance Fee		\$70.00	\$100.00
11/01/2021	Dues - Maintenance Fee	\$35.00		\$135.00
11/08/2021	Fine - Reclass	\$70.00		\$205.00
11/08/2021	<b>DIRECT TO ASSOC CC56</b>		\$70.00	\$135.00
11/08/2021	Waiver - Reclass Maintenance Fee		\$70.00	\$65.00
11/11/2021	Waiver - Waive Late Charges		\$10.00	\$55.00
11/13/2021	Late Fee - Late Charges	\$10.00		\$65.00
12/01/2021	Dues - Maintenance Fee	\$35.00		\$100.00
01/01/2022	Dues - Maintenance Fee	\$35.00		\$135.00
01/04/2022	<b>DIRECT TO ASSOC CC29</b>		\$35.00	\$100.00
01/11/2022	Late Fee - Late Charges	\$10.00		\$110.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$145.00
02/07/2022	<b>DIRECT TO ASSOC CC29</b>		\$70.00	\$75.00
02/11/2022	Late Fee - Late Charges	\$10.00		\$85.00
02/28/2022	Fine - Reclass	\$95.00		\$180.00
02/28/2022	Late Fee - Reclass	\$10.00		\$190.00
02/28/2022	Waiver - Waive Late Charges		\$20.00	\$170.00
02/28/2022	Waiver - Reclass Maintenance Fee		\$10.00	\$160.00
02/28/2022	Waiver - Reclass Maintenance Fee		\$95.00	\$65.00
03/01/2022	Dues - Maintenance Fee	\$35.00		\$100.00
04/01/2022	Dues - Maintenance Fee	\$35.00		\$135.00
04/12/2022	Late Fee - Late Charges	\$10.00		\$145.00
05/01/2022	Dues - Maintenance Fee	\$35.00		\$180.00
05/12/2022	Late Fee - Late Charges	\$10.00		\$190.00
06/01/2022	Dues - Maintenance Fee	\$35.00		\$225.00
06/12/2022	Late Fee - Late Charges	\$10.00		\$235.00
07/01/2022	Dues - Maintenance Fee	\$35.00		\$270.00
07/12/2022	Late Fee - Late Charges	\$10.00		\$280.00
08/01/2022	Dues - Maintenance Fee	\$35.00		\$315.00
08/12/2022	Late Fee - Late Charges	\$10.00		\$325.00
09/01/2022	Dues - Maintenance Fee	\$35.00		\$360.00
09/12/2022	Late Fee - Late Charges	\$10.00		\$370.00
10/01/2022	Dues - Maintenance Fee	\$35.00		\$405.00
10/12/2022	Late Fee - Late Charges	\$10.00		\$415.00
11/01/2022	Dues - Maintenance Fee	\$35.00		\$450.00
11/12/2022	Late Fee - Late Charges	\$10.00		\$460.00
12/01/2022	Dues - Maintenance Fee	\$35.00		\$495.00
12/12/2022	Late Fee - Late Charges	\$10.00		\$505.00
01/01/2023	Dues - Maintenance Fee	\$35.00		\$540.00
01/12/2023	Late Fee - Late Charges	\$10.00		\$550.00
02/01/2023	Dues - Maintenance Fee	\$35.00		\$585.00
02/12/2023	Late Fee - Late Charges	\$10.00		\$595.00
03/01/2023	Dues - Maintenance Fee	\$35.00		\$630.00
03/12/2023	Late Fee - Late Charges	\$10.00		\$640.00

04/01/2023	Dues - Maintenance Fee	\$35.00		\$675.00
04/12/2023	Late Fee - Late Charges	\$10.00		\$685.00
05/01/2023	Dues - Maintenance Fee	\$35.00		\$720.00
05/12/2023	Late Fee - Late Charges	\$10.00		\$730.00
06/01/2023	Dues - Maintenance Fee	\$35.00		\$765.00
06/12/2023	Late Fee - Late Charges	\$10.00		\$775.00
07/01/2023	Dues - Maintenance Fee	\$35.00		\$810.00
07/12/2023	Late Fee - Late Charges	\$10.00		\$820.00
08/01/2023	Dues - Maintenance Fee	\$35.00		\$855.00
08/12/2023	Late Fee - Late Charges	\$10.00		\$865.00
09/01/2023	Dues - Maintenance Fee	\$35.00		\$900.00
09/12/2023	Late Fee - Late Charges	\$10.00		\$910.00
10/01/2023	Dues - Maintenance Fee	\$35.00		\$945.00
10/12/2023	Late Fee - Late Charges	\$10.00		\$955.00
11/01/2023	Dues - Maintenance Fee	\$35.00		\$990.00
11/12/2023	Late Fee - Late Charges	\$10.00		\$1,000.00
12/01/2023	Dues - Maintenance Fee	\$35.00		\$1,035.00
12/12/2023	Late Fee - Late Charges	\$10.00		\$1,045.00
01/01/2024	Dues - Maintenance Fee	\$35.00		\$1,080.00
01/12/2024	Late Fee - Late Charges	\$10.00		\$1,090.00
02/01/2024	Dues - Maintenance Fee	\$35.00		\$1,125.00
02/12/2024	Late Fee - Late Charges	\$10.00		\$1,135.00
03/01/2024	Dues - Maintenance Fee	\$35.00		\$1,170.00
03/06/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,171.00
03/06/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,180.00
03/06/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,181.00
03/06/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,190.00
03/06/2024	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$1,585.00
03/10/2024	Late Fee - Late Charges	\$10.00		\$1,595.00
03/22/2024	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs, and tries to avoid using money from owners who pay assessments timely, to pay for obligations for delinquent assessment owners. Recommendation available to the Board of Directors.	\$595.00		\$2,190.00
04/01/2024	Dues - Maintenance Fee	\$35.00		\$2,225.00
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,294.00
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,309.00
04/10/2024	Late Fee - Late Charges	\$10.00		\$2,319.00
04/12/2024	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,320.00
04/12/2024	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$2,445.00
05/01/2024	Dues - Maintenance Fee	\$35.00		\$2,480.00
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,549.00
05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,564.00
05/10/2024	Late Fee - Late Charges	\$10.00		\$2,574.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$2,609.00
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,678.00
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,693.00
06/12/2024	Late Fee - Late Charges	\$10.00		\$2,703.00
07/01/2024	Dues - Maintenance Fee	\$35.00		\$2,738.00
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,807.00
07/11/2024	Late Fee - Late Charges	\$10.00		\$2,817.00

07/29/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$2,818.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$2,853.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,922.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,937.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$2,947.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$2,982.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,051.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,066.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$3,076.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$3,111.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$3,180.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$3,195.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$3,205.00
Association Ledger Balance: \$0.00			Owner Balance	<b>\$3,205.00</b>

Statement generated by the ONYX Case Management System (id:16000)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1160 Kealiiahonui St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
06/12/2022	Late Fee - Late Fee	\$10.00		\$10.00
06/12/2022	Dues - Maintenance Fee	\$35.00		\$45.00
07/12/2022	Late Fee - Late Fee	\$10.00		\$55.00
07/12/2022	Dues - Maintenance Fee	\$35.00		\$90.00
08/12/2022	Late Fee - Late Fee	\$10.00		\$100.00
08/12/2022	Dues - Maintenance Fee	\$35.00		\$135.00
09/12/2022	Late Fee - Late Fee	\$10.00		\$145.00
09/12/2022	Dues - Maintenance Fee	\$35.00		\$180.00
10/12/2022	Late Fee - Late Fee	\$10.00		\$190.00
10/12/2022	Dues - Maintenance Fee	\$35.00		\$225.00
11/12/2022	Late Fee - Late Fee	\$10.00		\$235.00
11/12/2022	Dues - Maintenance Fee	\$35.00		\$270.00
12/12/2022	Late Fee - Late Fee	\$10.00		\$280.00
12/12/2022	Dues - Maintenance Fee	\$35.00		\$315.00
01/01/2023	Dues - Maintenance Fee	\$35.00		\$350.00
01/05/2023	Late Fee - Late Fee	\$10.00		\$360.00
02/01/2023	Dues - Maintenance Fee	\$35.00		\$395.00
02/05/2023	Late Fee - Late Fee	\$10.00		\$405.00
03/01/2023	Dues - Maintenance Fee	\$35.00		\$440.00
03/05/2023	Late Fee - Late Fee	\$10.00		\$450.00
04/01/2023	Dues - Maintenance Fee	\$35.00		\$485.00
04/05/2023	Late Fee - Late Fee	\$10.00		\$495.00
05/01/2023	Dues - Maintenance Fee	\$35.00		\$530.00
05/05/2023	Late Fee - Late Fee	\$10.00		\$540.00
06/01/2023	Dues - Maintenance Fee	\$35.00		\$575.00
06/14/2023	Late Fee - Late Fee	\$10.00		\$585.00
07/01/2023	Dues - Maintenance Fee	\$35.00		\$620.00
07/12/2023	Late Fee - Late Fee	\$10.00		\$630.00
08/01/2023	Dues - Maintenance Fee	\$35.00		\$665.00
08/11/2023	Late Fee - Late Fee	\$10.00		\$675.00
09/01/2023	Dues - Maintenance Fee	\$35.00		\$710.00
09/13/2023	Late Fee - Late Fee	\$10.00		\$720.00
10/01/2023	Dues - Maintenance Fee	\$35.00		\$755.00
10/02/2023	Fine - FINE NTC2 PLNTR 09/07/23	\$25.00		\$780.00
10/12/2023	Late Fee - Late Fee	\$10.00		\$790.00
11/01/2023	Dues - Maintenance Fee	\$35.00		\$825.00
11/14/2023	Late Fee - Late Fee	\$10.00		\$835.00
12/01/2023	Dues - Maintenance Fee	\$35.00		\$870.00
12/12/2023	Late Fee - Late Fee	\$10.00		\$880.00
01/01/2024	Dues - Maintenance Fee	\$35.00		\$915.00
01/11/2024	Late Fee - Late Fee	\$10.00		\$925.00
02/01/2024	Dues - Maintenance Fee	\$35.00		\$960.00
02/13/2024	Late Fee - Late Fee	\$10.00		\$970.00
03/01/2024	Dues - Maintenance Fee	\$35.00		\$1,005.00
03/13/2024	Late Fee - Late Fee	\$10.00		\$1,015.00
04/01/2024	Dues - Maintenance Fee	\$35.00		\$1,050.00
04/11/2024	Late Fee - Late Fee	\$10.00		\$1,060.00
05/01/2024	Dues - Maintenance Fee	\$35.00		\$1,095.00
05/11/2024	Late Fee - Late Fee	\$10.00		\$1,105.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$1,140.00
06/06/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,141.00
06/06/2024	Legal Collection Expense - Mailing expense to send	\$9.00		\$1,150.00



CONDO_INITIAL_LETTER by Certified				
06/06/2024	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$1,545.00
06/13/2024	Late Fee - Late Fee	\$10.00		\$1,555.00
06/14/2024	Legal Collection Fee - In addressing remedy for Community Association loss of delinquent Assessments, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan. Alternatively Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs, and tries to avoid using money from owners who pay assessments timely, to pay for obligations due to delinquent assessment owners. Recommendation available to the Board of Directors.	\$695.00		\$2,250.00
07/01/2024	Dues - Maintenance Fee	\$35.00		\$2,285.00
07/09/2024	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$2,286.00
07/09/2024	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$2,411.00
07/11/2024	Late Fee - Late Fee	\$10.00		\$2,421.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$2,456.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,525.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,540.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$2,550.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$2,585.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,654.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,669.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$2,679.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$2,714.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,783.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,798.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$2,808.00
Association Ledger Balance: \$0.00		Owner Balance <b>\$2,808.00</b>		

Statement generated by the ONYX Case Management System (id:16093)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1070 Kamakahalei St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
10/01/2020	Dues - Maintenance Fee	\$35.00		\$35.00
10/13/2020	Late Fee - Late Charges	\$10.00		\$45.00
11/01/2020	Dues - Maintenance Fee	\$35.00		\$80.00
11/12/2020	Late Fee - Late Charges	\$10.00		\$90.00
12/01/2020	Dues - Maintenance Fee	\$35.00		\$125.00
12/03/2020	<b>DIRECT TO ASSOC LB79</b>		<b>\$500.00</b>	<b>-\$375.00</b>
01/01/2021	Dues - Maintenance Fee	\$35.00		-\$340.00
02/01/2021	Dues - Maintenance Fee	\$35.00		-\$305.00
03/01/2021	Dues - Maintenance Fee	\$35.00		-\$270.00
04/01/2021	Dues - Maintenance Fee	\$35.00		-\$235.00
05/01/2021	Dues - Maintenance Fee	\$35.00		-\$200.00
06/01/2021	Dues - Maintenance Fee	\$35.00		-\$165.00
07/01/2021	Dues - Maintenance Fee	\$35.00		-\$130.00
08/01/2021	Dues - Maintenance Fee	\$35.00		-\$95.00
09/01/2021	Dues - Maintenance Fee	\$35.00		-\$60.00
10/01/2021	Dues - Maintenance Fee	\$35.00		-\$25.00
11/01/2021	Dues - Maintenance Fee	\$35.00		\$10.00
12/01/2021	Dues - Maintenance Fee	\$35.00		\$45.00
12/13/2021	Late Fee - Late Charges	\$10.00		\$55.00
01/01/2022	Dues - Maintenance Fee	\$35.00		\$90.00
01/11/2022	Late Fee - Late Charges	\$10.00		\$100.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$135.00
02/11/2022	Late Fee - Late Charges	\$10.00		\$145.00
03/01/2022	Dues - Maintenance Fee	\$35.00		\$180.00
03/11/2022	Late Fee - Late Charges	\$10.00		\$190.00
04/01/2022	Dues - Maintenance Fee	\$35.00		\$225.00
04/12/2022	Late Fee - Late Charges	\$10.00		\$235.00
05/01/2022	Dues - Maintenance Fee	\$35.00		\$270.00
05/11/2022	Late Fee - Late Charges	\$10.00		\$280.00
06/01/2022	Dues - Maintenance Fee	\$35.00		\$315.00
06/14/2022	Late Fee - Late Charges	\$10.00		\$325.00
07/01/2022	Dues - Maintenance Fee	\$35.00		\$360.00
07/12/2022	Late Fee - Late Charges	\$10.00		\$370.00
08/01/2022	Dues - Maintenance Fee	\$35.00		\$405.00
08/11/2022	Late Fee - Late Charges	\$10.00		\$415.00
09/01/2022	Dues - Maintenance Fee	\$35.00		\$450.00
09/13/2022	Late Fee - Late Charges	\$10.00		\$460.00
10/01/2022	Dues - Maintenance Fee	\$35.00		\$495.00
10/12/2022	Late Fee - Late Charges	\$10.00		\$505.00
11/01/2022	Dues - Maintenance Fee	\$35.00		\$540.00
11/14/2022	Late Fee - Late Charges	\$10.00		\$550.00
12/01/2022	Dues - Maintenance Fee	\$35.00		\$585.00
12/12/2022	Late Fee - Late Charges	\$10.00		\$595.00
01/01/2023	Dues - Maintenance Fee	\$35.00		\$630.00
01/11/2023	Late Fee - Late Charges	\$10.00		\$640.00
02/01/2023	Dues - Maintenance Fee	\$35.00		\$675.00
02/13/2023	Late Fee - Late Charges	\$10.00		\$685.00
03/01/2023	Dues - Maintenance Fee	\$35.00		\$720.00
03/13/2023	Late Fee - Late Charges	\$10.00		\$730.00
04/01/2023	Dues - Maintenance Fee	\$35.00		\$765.00
04/11/2023	Late Fee - Late Charges	\$10.00		\$775.00
05/01/2023	Dues - Maintenance Fee	\$35.00		\$810.00
05/11/2023	Late Fee - Late Charges	\$10.00		\$820.00

06/01/2023	Dues - Maintenance Fee	\$35.00		\$855.00
06/13/2023	Late Fee - Late Charges	\$10.00		\$865.00
07/01/2023	Dues - Maintenance Fee	\$35.00		\$900.00
07/11/2023	Late Fee - Late Charges	\$10.00		\$910.00
08/01/2023	Dues - Maintenance Fee	\$35.00		\$945.00
08/11/2023	Late Fee - Late Charges	\$10.00		\$955.00
09/01/2023	Dues - Maintenance Fee	\$35.00		\$990.00
09/12/2023	Late Fee - Late Charges	\$10.00		\$1,000.00
10/01/2023	Dues - Maintenance Fee	\$35.00		\$1,035.00
10/06/2023	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$1,430.00
10/06/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,439.00
10/06/2023	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,440.00
10/10/2023	Late Fee - Late Charges	\$10.00		\$1,450.00
10/19/2023	<b>DIRECT TO ASSOC PA 1243</b>		<b>\$1,000.00</b>	<b>\$450.00</b>
11/01/2023	Dues - Maintenance Fee	\$35.00		\$485.00
11/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$554.00
11/10/2023	Late Fee - Late Charges	\$10.00		\$564.00
11/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$579.00
11/13/2023	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$580.00
12/01/2023	Dues - Maintenance Fee	\$35.00		\$615.00
12/01/2023	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$616.00
12/04/2023	Legal Collection Fee - Collection Administration Fee	\$69.00		\$685.00
12/10/2023	Late Fee - Late Charges	\$10.00		\$695.00
12/10/2023	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$710.00
12/10/2023	Legal Collection Fee - In addressing Community Association loss of Assessments remedy, assessment made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan; or Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession. Alternatively a Payment Plan possibility up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor legal authorization of being authorized to loan money for more than one year. Recommendation available to Board of Directors.	\$195.00		\$905.00
01/01/2024	Dues - Maintenance Fee	\$35.00		\$940.00
01/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$1,009.00
01/10/2024	Late Fee - Late Charges	\$10.00		\$1,019.00
01/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$1,034.00
01/15/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$1,035.00
01/26/2024	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$1,160.00
01/26/2024	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$1,161.00
02/01/2024	Dues - Maintenance Fee	\$35.00		\$1,196.00
02/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$1,265.00
02/10/2024	Late Fee - Late Charges	\$10.00		\$1,275.00
02/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$1,290.00
03/01/2024	Dues - Maintenance Fee	\$35.00		\$1,325.00
03/04/2024	Legal Collection Fee - Collection Administration Fee	\$69.00		\$1,394.00
03/10/2024	Late Fee - Late Charges	\$10.00		\$1,404.00
03/10/2024	Legal Collection Fee - County Research and Monitoring Fee	\$15.00		\$1,419.00
03/14/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$1,420.00
04/01/2024	Dues - Maintenance Fee	\$35.00		\$1,455.00
04/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,524.00
04/10/2024	Late Fee - Late Charges	\$10.00		\$1,534.00
04/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$1,549.00
05/01/2024	Dues - Maintenance Fee	\$35.00		\$1,584.00
05/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,653.00
05/08/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$1,654.00
05/10/2024	Late Fee - Late Charges	\$10.00		\$1,664.00

05/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$1,679.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$1,714.00
06/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,783.00
06/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$1,798.00
06/10/2024	Late Fee - Late Charges	\$10.00		\$1,808.00
06/24/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$1,809.00
07/01/2024	Dues - Maintenance Fee	\$35.00		\$1,844.00
07/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,913.00
07/11/2024	Late Fee - Late Charges	\$10.00		\$1,923.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$1,958.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,027.00
08/06/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$2,028.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$2,038.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,053.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$2,088.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,157.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$2,167.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,182.00
09/23/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$2,183.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$2,218.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,287.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$2,297.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,312.00
		Association Ledger Balance: \$0.00		Owner Balance <b>\$2,312.00</b>

Statement generated by the ONYX Case Management System (id:15780)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-294 kaapuwai PL, kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
04/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$35.00
04/12/2021	Late Fee - Late Charges	\$10.00		\$45.00
05/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$80.00
05/12/2021	Late Fee - Late Charges	\$10.00		\$90.00
06/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$125.00
06/12/2021	Late Fee - Late Charges	\$10.00		\$135.00
07/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$170.00
07/12/2021	Late Fee - Late Charges	\$10.00		\$180.00
08/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$215.00
08/12/2021	Late Fee - Late Charges	\$10.00		\$225.00
09/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$260.00
09/12/2021	Late Fee - Late Charges	\$10.00		\$270.00
09/29/2021	Late Fee - Late Charges	\$60.00		\$330.00
09/29/2021	DIRECT TO ASSOC CC 09/29/2021		\$125.00	\$205.00
09/29/2021	DIRECT TO ASSOC WAIVED		\$60.00	\$145.00
09/29/2021	DIRECT TO ASSOC RECLASS		\$60.00	\$85.00
10/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$120.00
10/12/2021	Late Fee - Late Charges	\$10.00		\$130.00
11/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$165.00
11/12/2021	Late Fee - Late Charges	\$10.00		\$175.00
12/01/2021	Association Other Fee - Maintenance Fee	\$35.00		\$210.00
12/01/2021	Late Fee - Late Charges	\$10.00		\$220.00
01/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$255.00
01/01/2022	Late Fee - Late Charges	\$10.00		\$265.00
02/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$300.00
02/01/2022	Late Fee - Late Charges	\$10.00		\$310.00
03/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$345.00
03/01/2022	Late Fee - Late Charges	\$10.00		\$355.00
04/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$390.00
04/01/2022	Late Fee - Late Charges	\$10.00		\$400.00
05/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$435.00
05/01/2022	Late Fee - Late Charges	\$10.00		\$445.00
06/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$480.00
06/01/2022	Late Fee - Late Charges	\$10.00		\$490.00
06/01/2022	DIRECT TO ASSOC CASH5686 KANEHILI COMM		\$200.00	\$290.00
07/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$325.00
07/01/2022	Late Fee - Late Charges	\$10.00		\$335.00
08/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$370.00
08/01/2022	Late Fee - Late Charges	\$10.00		\$380.00
09/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$415.00
09/01/2022	Late Fee - Late Charges	\$10.00		\$425.00
10/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$460.00
10/01/2022	Late Fee - Late Charges	\$10.00		\$470.00
11/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$505.00
11/01/2022	Late Fee - Late Charges	\$10.00		\$515.00
12/01/2022	Association Other Fee - Maintenance Fee	\$35.00		\$550.00
12/01/2022	Late Fee - Late Charges	\$10.00		\$560.00
01/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$595.00
01/01/2023	Late Fee - Late Charges	\$10.00		\$605.00
02/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$640.00
02/01/2023	Late Fee - Late Charges	\$10.00		\$650.00
03/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$685.00
03/01/2023	Late Fee - Late Charges	\$10.00		\$695.00

04/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$730.00
04/01/2023	Late Fee - Late Charges	\$10.00		\$740.00
05/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$775.00
05/01/2023	Late Fee - Late Charges	\$10.00		\$785.00
06/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$820.00
06/01/2023	Late Fee - Late Charges	\$10.00		\$830.00
07/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$865.00
07/01/2023	Late Fee - Late Charges	\$10.00		\$875.00
08/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$910.00
08/01/2023	Late Fee - Late Charges	\$10.00		\$920.00
09/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$955.00
09/01/2023	Late Fee - Late Charges	\$10.00		\$965.00
10/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$1,000.00
10/01/2023	Late Fee - Late Charges	\$10.00		\$1,010.00
10/03/2023	<b>DIRECT TO ASSOC CASH6260 KANEHILI COMM</b>		<b>\$200.00</b>	<b>\$810.00</b>
11/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$845.00
11/01/2023	Late Fee - Late Charges	\$10.00		\$855.00
12/01/2023	Association Other Fee - Maintenance Fee	\$35.00		\$890.00
12/01/2023	Late Fee - Late Charges	\$10.00		\$900.00
01/01/2024	Association Other Fee - Maintenance Fee	\$35.00		\$935.00
01/01/2024	Late Fee - Late Charges	\$10.00		\$945.00
02/01/2024	Association Other Fee - Maintenance Fee	\$35.00		\$980.00
02/01/2024	Late Fee - Late Charges	\$10.00		\$990.00
03/01/2024	Association Other Fee - Maintenance Fee	\$35.00		\$1,025.00
03/01/2024	Late Fee - Late Charges	\$10.00		\$1,035.00
04/01/2024	Association Other Fee - Maintenance Fee	\$35.00		\$1,070.00
04/01/2024	Late Fee - Late Charges	\$10.00		\$1,080.00
05/01/2024	Association Other Fee - Maintenance Fee	\$35.00		\$1,115.00
05/01/2024	Late Fee - Late Charges	\$10.00		\$1,125.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$1,160.00
06/06/2024	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$1,555.00
06/06/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,564.00
06/12/2024	Late Fee - Late Charges	\$10.00		\$1,574.00
06/14/2024	Legal Collection Fee - In addressing remedy for Community Association loss of delinquent Assessments, analysis is made here of full payment from owner current assets, or full payment out of conventional sale of the unit which achieves the largest recovery of equity for the owner as a preferred remedy. Other possibilities are Re-Mortgage; Home equity loan; Other loan. Alternatively Deed-in-lieu of Foreclosure coupled with Land Contract/Contract for Deed to retain Possession, but a subsequent default in payment could result in forfeiture of the delinquent owner equity, if any, however title in Association is security allowing very long term payment for title re-purchase. Alternatively a Payment Plan up to 1 year might be a possibility as a Receivable, because Associations do not have a corporate purpose nor State legal approval as being authorized to loan money long-term. Banks are legally authorized to loan money for extended periods of time. The Association has the legal obligation to pay its Operations and Maintenance costs, and tries to avoid using money from owners who pay assessments timely, to pay for obligations due to delinquent assessment owners. Recommendation available to the Board of Directors.	\$695.00		\$2,269.00
06/19/2024	<b>DIRECT TO ASSOC CASH4914 KANEHILI COMM</b>		<b>\$600.00</b>	<b>\$1,669.00</b>
07/01/2024	Dues - Maintenance Fee	\$35.00		\$1,704.00
07/09/2024	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$1,829.00
07/09/2024	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$1,830.00
07/11/2024	Late Fee - Late Charges	\$10.00		\$1,840.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$1,875.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,944.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$1,954.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$1,969.00
09/01/2024	Dues - Maintenance Fee	\$35.00		\$2,004.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,073.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$2,083.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,098.00
10/01/2024	Dues - Maintenance Fee	\$35.00		\$2,133.00

10/01/2024	Legal Collection Expense - Mailing expense to send PERIODIC REMINDER LETTER by Mail	\$1.00		\$2,134.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$2,203.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$2,213.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$2,228.00
Association Ledger Balance: \$0.00				
			Owner Balance <b>\$2,228.00</b>	

Statement generated by the ONYX Case Management System (id:16092)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## STATEMENT OF ACCOUNT (w/ Assoc balance)

**ASSOCIATION:**

Kanehili Community Association

**PROPERTY ADDRESS:**

91-1052 Kahalepouli St, Kapolei, HI 96707

October 10, 2024

Date	Description	Charged	Paid	Balance NONE
11/15/2021	Dues - Maintenance Fee - RET PMT-NSF SPAY 11/10/21	\$35.00		\$35.00
12/13/2021	Late Fee - Late Charges	\$10.00		\$45.00
01/13/2022	Late Fee - Late Charges	\$10.00		\$55.00
02/01/2022	Dues - Maintenance Fee	\$35.00		\$90.00
02/13/2022	Late Fee - Late Charges	\$10.00		\$100.00
02/15/2022	Dues - Maintenance Fee	\$35.00		\$135.00
03/13/2022	Late Fee - Late Charges	\$10.00		\$145.00
04/12/2022	Late Fee - Late Charges	\$10.00		\$155.00
04/13/2022	Late Fee - Late Charges	\$5.00		\$160.00
04/13/2022	Late Fee - Late Charges - RET SPAY PMT NSF 04/11/22	\$30.00		\$190.00
05/12/2022	Late Fee - Late Charges - RET PMT NSF SPAY 5/10/222	\$35.00		\$225.00
05/13/2022	Late Fee - Late Charges	\$10.00		\$235.00
06/13/2022	Late Fee - Late Charges	\$10.00		\$245.00
07/13/2022	Late Fee - Late Charges	\$10.00		\$255.00
08/13/2022	Late Fee - Late Charges	\$10.00		\$265.00
10/12/2022	Dues - Maintenance Fee - RTN SPAY 10/11 NSF	\$35.00		\$300.00
10/13/2022	Late Fee - Late Charges	\$10.00		\$310.00
10/17/2022	Dues - Maintenance Fee	\$35.00		\$345.00
11/14/2022	Late Fee - Late Charges	\$10.00		\$355.00
12/14/2022	Late Fee - Late Charges	\$10.00		\$365.00
01/10/2023	Dues - Maintenance Fee	\$35.00		\$400.00
01/14/2023	Late Fee - Late Charges	\$10.00		\$410.00
02/10/2023	Dues - Maintenance Fee	\$35.00		\$445.00
02/14/2023	Late Fee - Late Charges	\$10.00		\$455.00
03/10/2023	Dues - Maintenance Fee	\$35.00		\$490.00
03/14/2023	Late Fee - Late Charges	\$10.00		\$500.00
04/10/2023	Dues - Maintenance Fee	\$35.00		\$535.00
04/14/2023	Late Fee - Late Charges	\$10.00		\$545.00
05/10/2023	Dues - Maintenance Fee	\$35.00		\$580.00
05/14/2023	Late Fee - Late Charges	\$10.00		\$590.00
06/10/2023	Dues - Maintenance Fee	\$35.00		\$625.00
06/14/2023	Late Fee - Late Charges	\$10.00		\$635.00
07/10/2023	Dues - Maintenance Fee	\$35.00		\$670.00
07/14/2023	Late Fee - Late Charges	\$10.00		\$680.00
08/10/2023	Dues - Maintenance Fee	\$35.00		\$715.00
08/14/2023	Late Fee - Late Charges	\$10.00		\$725.00
09/10/2023	Dues - Maintenance Fee	\$35.00		\$760.00
09/14/2023	Late Fee - Late Charges	\$10.00		\$770.00
10/10/2023	Dues - Maintenance Fee	\$35.00		\$805.00
10/14/2023	Late Fee - Late Charges	\$10.00		\$815.00
11/10/2023	Dues - Maintenance Fee	\$35.00		\$850.00
11/14/2023	Late Fee - Late Charges	\$10.00		\$860.00
12/10/2023	Dues - Maintenance Fee	\$35.00		\$895.00
12/14/2023	Late Fee - Late Charges	\$10.00		\$905.00
01/10/2024	Dues - Maintenance Fee	\$35.00		\$940.00
01/14/2024	Late Fee - Late Charges	\$10.00		\$950.00
02/10/2024	Dues - Maintenance Fee	\$35.00		\$985.00
02/14/2024	Late Fee - Late Charges	\$10.00		\$995.00
03/10/2024	Dues - Maintenance Fee	\$35.00		\$1,030.00
03/14/2024	Late Fee - Late Charges	\$10.00		\$1,040.00
04/10/2024	Dues - Maintenance Fee	\$35.00		\$1,075.00
04/10/2024	DIRECT TO ASSOC SP 04/10/2024		\$35.00	\$1,040.00
04/14/2024	Late Fee - Late Charges	\$10.00		\$1,050.00



05/10/2024	Dues - Maintenance Fee	\$35.00		\$1,085.00
05/10/2024	<b>DIRECT TO ASSOC SP 05/10/2024</b>		<b>\$35.00</b>	<b>\$1,050.00</b>
05/14/2024	Late Fee - Late Charges	\$10.00		\$1,060.00
06/01/2024	Dues - Maintenance Fee	\$35.00		\$1,095.00
06/05/2024	Legal Collection Fee - Collection Placement and Initial Demand Fee	\$395.00		\$1,490.00
06/05/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Certified	\$9.00		\$1,499.00
06/05/2024	Legal Collection Expense - Mailing expense to send CONDO_INITIAL_LETTER by Mail	\$1.00		\$1,500.00
06/10/2024	Late Fee - Late Charges	\$10.00		\$1,510.00
06/10/2024	<b>DIRECT TO ASSOC SP 06/10/2024</b>		<b>\$35.00</b>	<b>\$1,475.00</b>
07/01/2024	Dues - Maintenance Fee	\$35.00		\$1,510.00
07/09/2024	Legal Collection Fee - Generation of the Condo pre-Lien letter.	\$125.00		\$1,635.00
07/09/2024	Legal Collection Expense - Mailing expense to send CONDO_PRE_LIEN_LETTER by Mail	\$1.00		\$1,636.00
07/10/2024	<b>DIRECT TO ASSOC SP 07/10/2024</b>		<b>\$35.00</b>	<b>\$1,601.00</b>
07/11/2024	Late Fee - Late Charges	\$10.00		\$1,611.00
08/01/2024	Dues - Maintenance Fee	\$35.00		\$1,646.00
08/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,715.00
08/10/2024	Late Fee - Late Charges	\$10.00		\$1,725.00
08/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$1,740.00
08/10/2024	<b>DIRECT TO ASSOC SP 08/10/2024</b>		<b>\$35.00</b>	<b>\$1,705.00</b>
09/01/2024	Dues - Maintenance Fee	\$35.00		\$1,740.00
09/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,809.00
09/10/2024	Late Fee - Late Charges	\$10.00		\$1,819.00
09/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$1,834.00
09/10/2024	<b>DIRECT TO ASSOC SP 09/10/2024</b>		<b>\$35.00</b>	<b>\$1,799.00</b>
10/01/2024	Dues - Maintenance Fee	\$35.00		\$1,834.00
10/04/2024	Legal Collection Fee - Collection Services Fee	\$69.00		\$1,903.00
10/10/2024	Late Fee - Late Charges	\$10.00		\$1,913.00
10/10/2024	Legal Collection Fee - County Research & Monitoring Fee	\$15.00		\$1,928.00
Association Ledger Balance: \$0.00			Owner Balance	<b>\$1,928.00</b>

Statement generated by the ONYX Case Management System (id:16091)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



# Exhibit 4

Department of Hawaiian Home Lands

*Lessee Handbook*

Pages 25-26 referenced above



## PART FIVE

# Homestead associations

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A bonafide homestead community association can apply for membership into the State Council of Hawaiian Homestead Associations (SCHHA) by submitting a letter to the president of the ahupua‘a of the island to which the homestead community association is located. Consequently, the president of the ahupua‘a will submit a letter of request for membership into the SCHHA to the Chairman. Membership is voted on by SCHHA members at quarterly meetings, special meetings or the SCHHA’s annual convention. Membership with the SCHHA is optional.

In 1987, SCHHA was established to provide a mechanism through which homesteaders could effectively voice their mana‘o on matters and issues of concern to all homesteaders. Since 1987, the SCHHA has grown and transitioned into a viable statewide homestead community-based organization consisting of 24 organizations representing over 30,000 homesteaders. There are however, several homestead associations that have chosen not be a member of the SCHHA.

The SCHHA is governed by a five-member Executive Council responsible for policy and decision-making. The Executive Council members are the presidents of each Island Council or ahupua‘a.

For more information, please call the DHHL main office at 586-3834 or visit SCHHA’s website at:

<http://www.schha.com>

## DECLARATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS (DCC&Rs)

In certain homestead communities, a set of rules and guidelines are established for the operation and maintenance of a homestead community. These rules and guidelines are called DCC&Rs.

DCC&Rs help a homestead community to enhance and protect the value, desirability, and attractiveness of the homestead community, create mutual and equitable servitude upon each lessee, and create reciprocal rights and obligations with current and future lessees.

A community association controls and enforces the DCC&Rs to preserve, maintain, enhance and protect the value of property and amenities within a homestead community. The DCC&R, in turn, determines the structure of a community association and establish obligations and responsibilities of its members, elected officers, and directors.

If you reside on a homestead community with established DCC&Rs, membership to the association is required, which may constitute the payment of membership fees. Lessees are responsible for adherence to any provisions set forth in the DCC&Rs, which ensures rights of enjoyment, access and maintenance of common areas, and compliance to specific restrictions.

If an association member fails to comply with any rules set forth in the DCC&Rs, the homestead association's Board of Directors has the right to impose monetary fines upon the lessee for violation of DCC&Rs. Furthermore, the unpaid amount of fines against the lessee shall constitute a lien against the residential lot which may subject to lease cancellation. Should a violation occur, specific policies and procedures are covered in the DCC&Rs regarding due process, violation notification, penalties, and proceedings.

Since DCC&Rs are governed by the community association, the association's Board of Directors has the right to add, revise, or amend any section of the DCC&Rs.

## HUI KĀKO'O 'ĀINA HO'OPULAPULA

Hui Kāko'o is a non-profit organization that was formed to provide applicants with an organization to support the applicants' interests during the period they await a lease award.

For more information on Hui Kāko'o, please call the DHHL main office at 586-3834.

# Exhibit 5

Department of Hawaiian Home Lands

*July 21, 2020 PowerPoint Presentation “Homesteads with DCCRs”*







HAWAIIAN HOME LANDS  
HAWAIIAN HOMES COMMISSION  
DEPARTMENT OF HAWAIIAN HOME LANDS

# Homesteads with DCCRs

**Hawaiian Homes Commission**

**Item G-5**

**July 21, 2020**

# Agenda

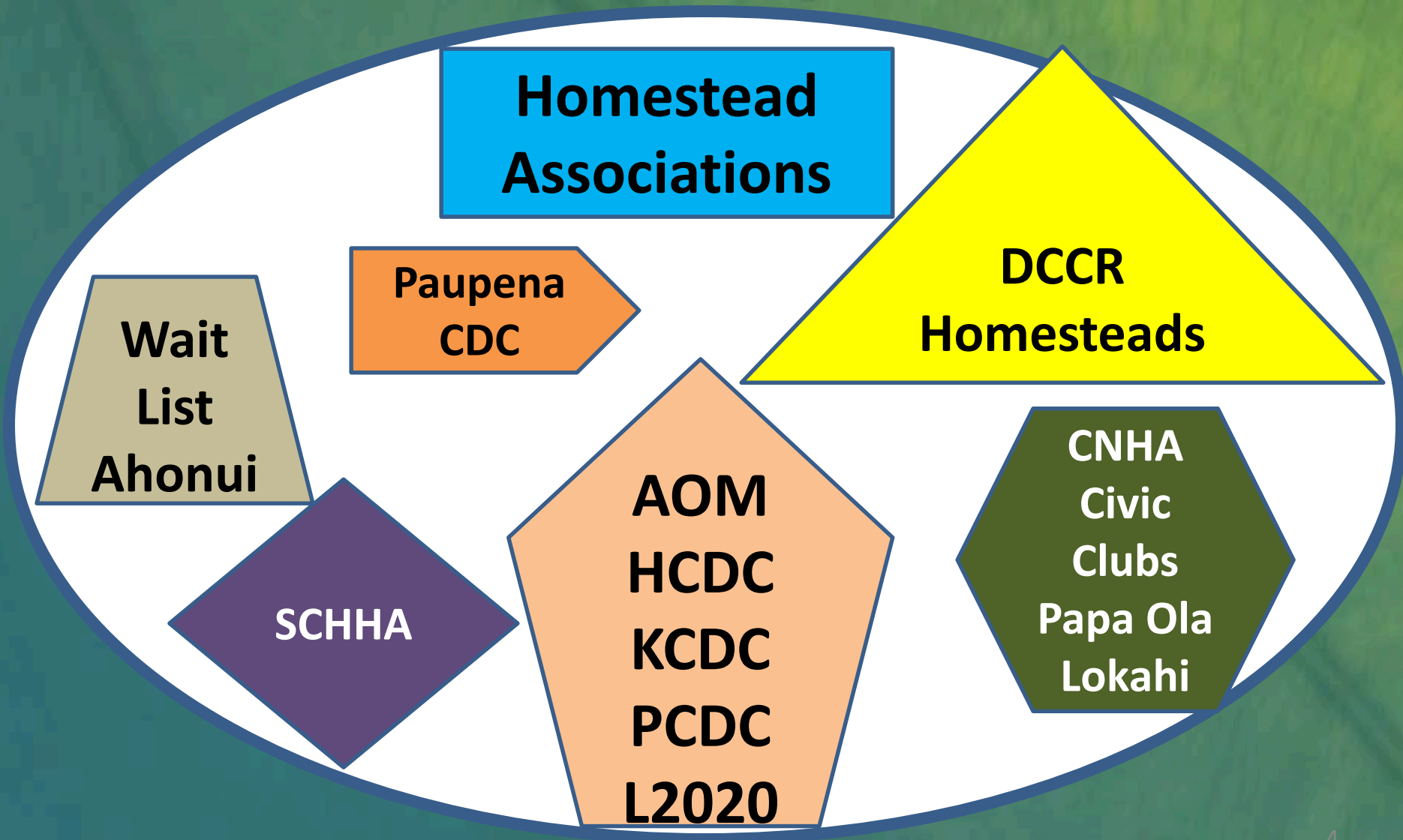
- **Background**
  - **Definitions: DCCR and Planned Community Assoc**
  - **Who, What, Where, When, Why**
- **Key differences: DCCRs on Hawaiian Home Lands and DCCRs on fee simple land**
- **DHHL Experience: Implementation Challenges**
- **Moving Forward**

# Definitions

- **DCCRs** – Declaration of Covenants, Conditions and Restrictions
- **Planned Community Association** – a specific type of nonprofit, by law, requires homeowners to automatically be members; mandatory dues and assessments to operate the association; and documents (ie DCCRs) that bind homeowners

# Nonprofits come in all shapes and sizes

## Function before Form



# DCCR Homesteads

Different types



**DHHL  
Acquired  
Properties (6)  
(HHFDC)**

**DHHL created ones  
(12)**

# The “Planned Community Association”

## A particular type of nonprofit

### 3 basic types:

- Planned community
- Condominium
- Apartment

### 3 characteristics:

- Automatic membership
- Documents that bind homeowners
- Mandatory dues and assessments to operate the association

# Who, What, When, Where, Why

## WHY

Master-planned communities and  
opportunity for homesteads to self-manage

**WHERE:** Statewide, except Moloka'i

## WHEN

1995 (Princess Kahanu) – 2009 (Kānehili)

# Who, What, When, Where, Why

## WHAT

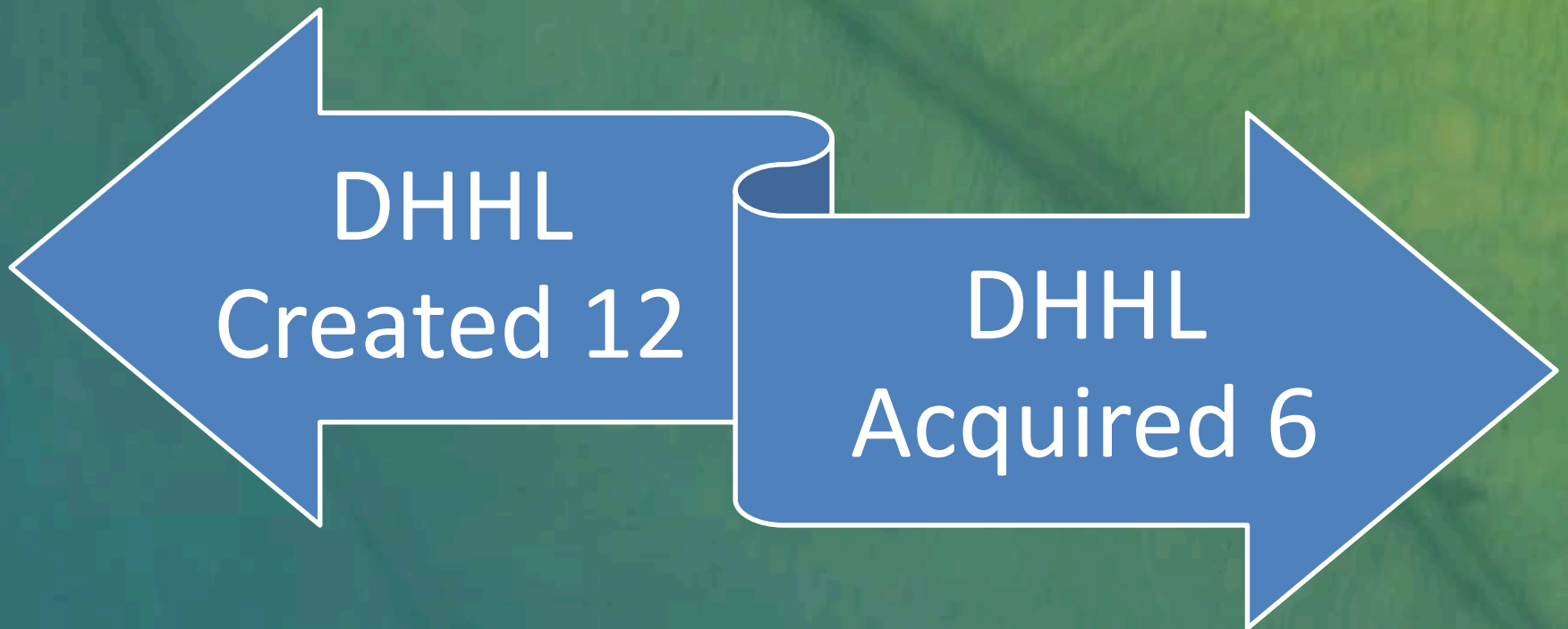
DHHL created 12 DCCR Homesteads  
and DHHL acquired 6 properties  
with DCCRs

TOTAL 18 properties

2,309 lessees (23% of total lessees)



# Total of 18 properties with DCCRs

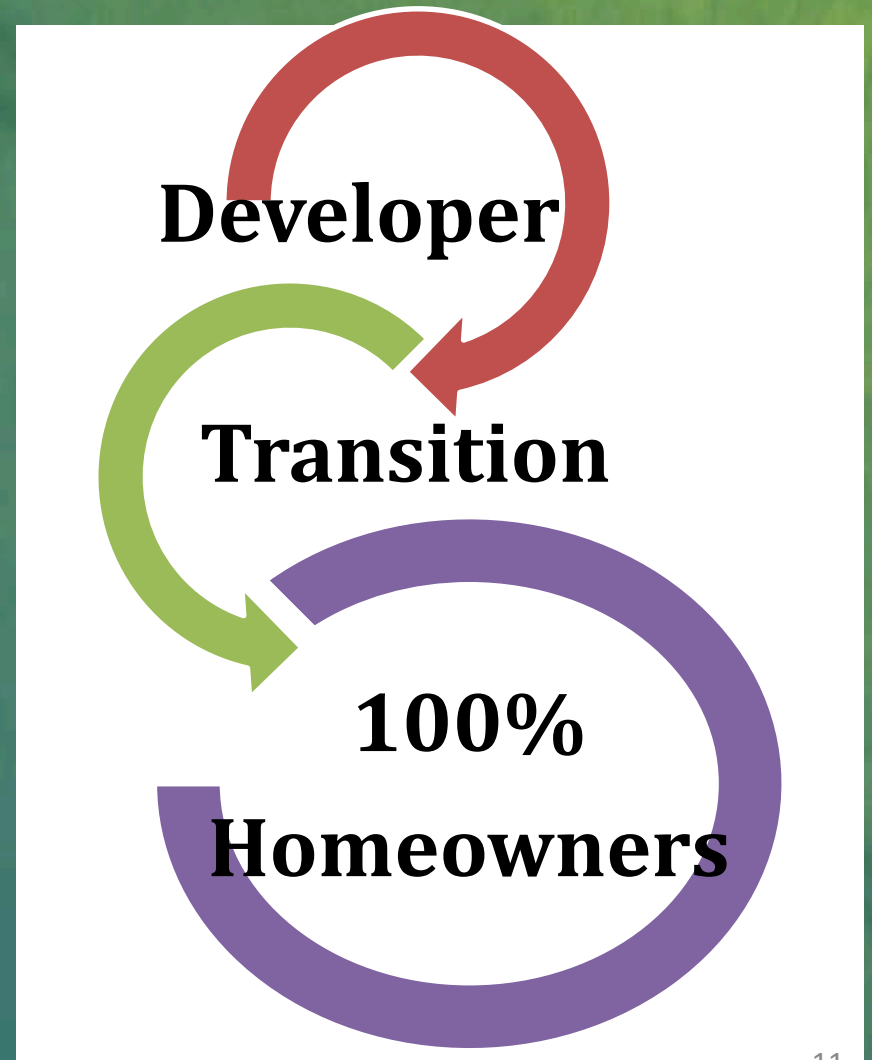
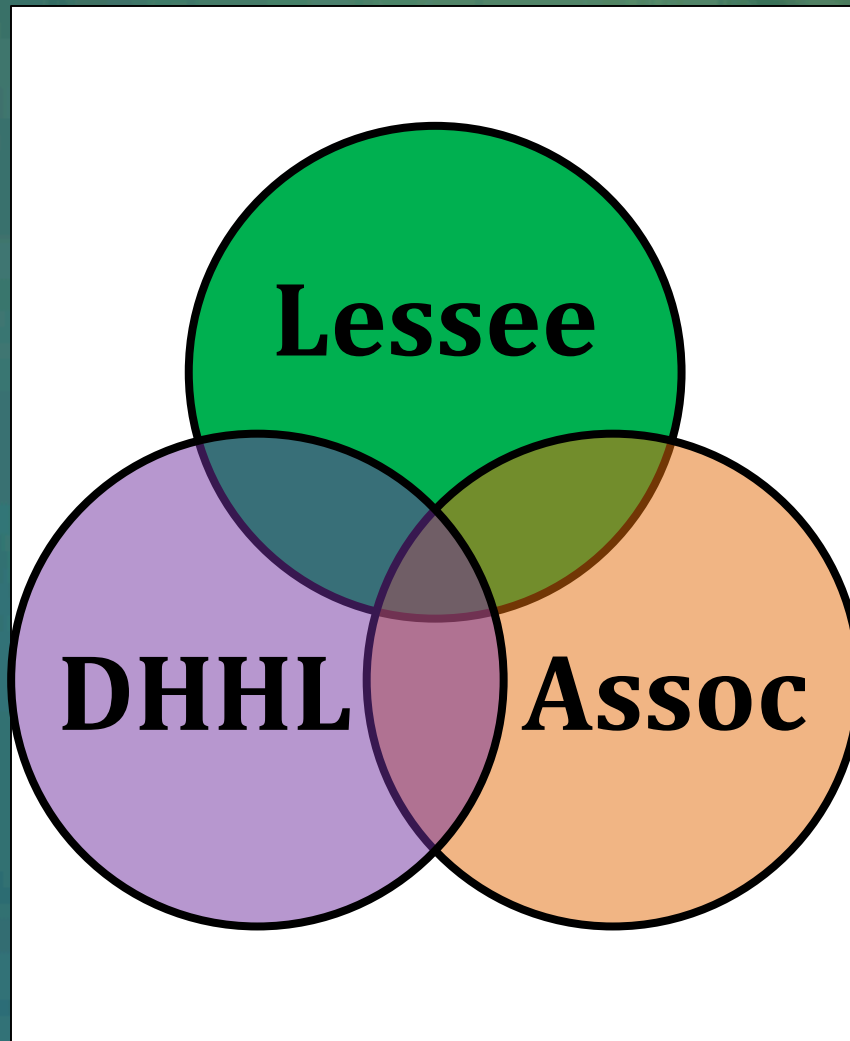


# WHO are these DCCR Homesteads

Refer to Tables 1 (page 2) and Table 2 (page 5)

OAHU	MAUI	KAUAI	HAWAII
Kalāwahine	Kahikinui	Pi'ilani Mai Ke Kai	<b>Discovery Harbor</b>
<b>Kaupe'a</b>	<b>Leiali'i</b>		<b>La'i 'Ōpua</b>
Kaupuni	Waiehu Kou 2		Lālāmilo
Kumuhau and Kaka'ina	Waiehu Kou 3		
<b>Malu'ōhai</b>	Waiehu Kou 4		
Princess Kahanu	LĀNĀ'I DCCR status unknown		
<b>Waiāhole</b>	MOLOKA'I (none)		

# Key Differences



# Key Differences

Refer to Table 3 on page 7

## Fee Simple

- Fee simple
- Project based on market studies –SFH, MFH, facilities
- Developer in, then out
- Buyer: general public
- Infrastructure
- DCCRs based on market studies, buyer preferences

## Hawaiian Home Lands

- Leasehold
- SFH only, with or without facilities
- DHHL remains
- Buyer: HHCA beneficiaries only
- Infrastructure maintenance unclear
- DCCRs templated

# Key Differences (continued)

Refer to Table 3 on page 7

## Fee Simple

- Developer sets up Assoc, transitions, leaves
- Rarely does Assoc decline
- Assoc self-manages and self-governs

## Hawaiian Home Lands

- DHHL partially set up the Assoc, transitioned, continued to assist Assoc, as resources allowed
- Assocication decline. At least half have inactive boards.
- New Rules tie Assoc and DHHL in DCCR enforcement

# DHHL Implementation Challenges

- Enforcement
- Declining association membership participation
- Management of community facilities
- Inconsistent programmatic implementation and support



HAWAIIAN HOME LANDS  
HAWAIIAN HOMES COMMISSION  
DEPARTMENT OF HAWAIIAN HOME LANDS

# Moving Forward

# Next Steps

## **Policy level: Function before Form**

- **Re-visit goals and objectives of the DCCR model**
- **Applicability to Kuleana Homesteads**  
**Explore options**
- **Determine level of support to Associations**

## **Department level:**

- **Clarify Division roles and responsibilities**
- **Develop procedures**

## **Community outreach**

- **Community Outreach on the New Admin Rules**
- **Choose to opt-in**



# Long Term Programmatic Framework

- **Involve community throughout process**
- **Concept phase – research and analysis**
- **Formulate policy – seek HHC action**
- **Operational Plan**
  - **Clear division roles and responsibilities**
  - **Procedures**

**THEN IMPLEMENT**

- **Monitor, Evaluate, Adjust**



HAWAIIAN HOME LANDS  
HAWAIIAN HOMES COMMISSION  
DEPARTMENT OF HAWAIIAN HOME LANDS

***Mahalo!***

# Exhibit 6

Department of Hawaiian Home Lands

*2008 DHHL Lessee Survey; Table 6: Problems in Homestead Communities*

## COMMUNITY PROBLEMS

Even in communities rated as favorably as the Hawaiian Homestead communities, there were some problems identified. Those issues within communities expanded slightly from what presented in the 2003 survey. Each lessee respondent was asked to rate the list of items as a big problem, a small problem, sometimes a problem, or not a problem at all. Table 6 shows the results of that inquiry among lessees who rated the issues as a big problem.

**Table 6: Problems in Homestead Communities**

	2003 Lessee Problem <sup>a</sup>	2008 Lessee Problem <sup>a</sup>
<b>Neighborhood Problems</b>		
<b>Community Quality &amp; Maintenance</b>		
Dogs running loose	48%	68%
Abandoned cars or trash in yards	47%	46%
Nowhere for the children to play	43%	44%
Yards not being maintained	42%	39%
<b>Crime in the Community</b>		
Drug dealers living in the neighborhood	58%	29%
Drugs being sold in the neighborhood	58%	29%
Crime/violence in the neighborhood		19%
<b>Community Organization</b>		
No enforcement of community rules	41%	33%
Lack of community guidelines	33%	24%
Lack of community association	27%	20%
<b>Community Structure</b>		
Homes not being maintained	40%	37%
Lots that are still vacant	29%	28%
Houses vacant for too long	32%	22%
Too many non-homeowners	28%	16%

a. Percent of survey respondents who said that each item was either a “small problem” or a “big problem” in their neighborhood.

The most serious community problem cited by current lessees was dogs running in their neighborhoods. Over two-thirds (68 percent) of all survey respondents felt this was a “big problem” in their areas, and the sentiment was noted across all communities.

The 2003 study found that drugs and drug dealers were the major problems in their communities. Overall this was not as big a problem as in 2003, however, in some of the communities this rating continues to be high: Kewalo, Nanakuli, Waianae, Waimanalo, Paukukalo and Anahola.

We should note that the ratings presented here should not be read as prevalence estimates. They are measures of how serious the problem is. Past research suggests that citizens are less

# Exhibit 7

Department of Hawaiian Home Lands

*2020 DHHL Beneficiaries Study Lessee Report; Table B-12, E-3, E-1, B-4*

**Table B-12. Housing Unit Condition and Repairs among Lessee Population, 2020**

		County of Residence					Total
		Honolulu	Maui	Hawai'i	Kaua'i	Out of State	
		Col %	Col %	Col %	Col %	Col %	
<b>Condition of the Housing Unit</b>	Excellent	25.6%	24.7%	24.7%	21.7%	14.3%	24.9%
	OK	25.4%	28.5%	23.1%	22.3%	0.0%	25.0%
	Needs minor repairs	28.8%	30.1%	34.4%	34.3%	42.9%	30.8%
	Needs major repairs	16.9%	13.8%	13.5%	18.7%	28.6%	15.8%
	Don't know/Refused	3.3%	2.9%	4.3%	3.0%	14.3%	3.5%
<b>Types of Repairs Needed*</b>	Structural	41.0%	28.1%	19.6%	23.9%	40.0%	32.5%
	Roof	32.0%	41.7%	31.8%	31.8%	40.0%	33.8%
	Walls	39.3%	31.3%	33.9%	37.5%	0.0%	36.1%
	Windows need replacing	47.9%	50.8%	40.4%	60.2%	40.0%	47.7%
	Electrical problems	39.3%	31.7%	36.7%	39.8%	40.0%	37.4%
	Plumbing problems	42.5%	42.2%	38.8%	36.4%	0.0%	40.6%
	Sewage problems	13.0%	13.7%	13.9%	12.5%	0.0%	13.1%
	Exterior work	64.2%	72.6%	74.3%	59.1%	80.0%	67.7%
Needs minor repair	59.2%	58.5%	60.0%	64.8%	80.0%	60.0%	
<b>Able to Pay for Necessary Repairs?*</b>	Yes, with cash	8.9%	9.0%	9.8%	10.2%	20.0%	9.4%
	Yes, with a bank loan	19.2%	11.9%	18.8%	23.9%	20.0%	18.2%
	Yes, by other means	9.7%	15.6%	10.2%	10.2%	40.0%	11.2%
	No, can't afford to pay for	58.7%	60.7%	59.6%	51.1%	20.0%	58.2%
	Don't know/Refused	3.5%	2.8%	1.6%	4.5%	0.0%	3.0%
<b>Have Home-Related Insurance?</b>	Yes, Homeowners insurance	85.2%	79.5%	79.5%	81.9%	0.0%	82.6%
	Yes, Flood insurance	5.5%	7.4%	8.8%	7.2%	0.0%	6.7%
	No, can't afford to pay for insurance	5.5%	7.4%	8.8%	7.2%	0.0%	6.7%
	No, the property can't be insured	1.7%	3.5%	4.1%	1.2%	0.0%	2.5%
	Don't know/Refused	8.0%	10.1%	8.6%	9.6%	0.0%	8.7%

\* Based on Lessees who reported the need for one or more repairs

Table E-3. Community Issues by Homestead Community, 2020 (continued)

		Homestead Community									
		Anahola	Hoolehua	Kalamaula	Kanehili	Kaniohale	Kaupea	Kawaihae	Keaukaha	Kewalo	Maluohai
		Col %	Col %	Col %	Col %	Col %	Col %	Col %	Col %	Col %	Col %
<b>I do/will help organize Homestead community activities.</b>	Strongly Agree	5.1%	5.8%	2.2%	4.8%	4.7%	7.4%	6.7%	7.1%	8.2%	5.5%
	Agree	30.8%	37.5%	44.4%	29.8%	32.9%	24.5%	35.0%	38.9%	34.1%	21.8%
	Disagree	22.2%	22.1%	20.0%	29.8%	34.1%	37.2%	33.3%	29.4%	25.9%	34.5%
	Strongly Disagree	9.4%	4.8%	8.9%	8.1%	11.8%	4.3%	3.3%	3.2%	4.7%	9.1%
	Don't know	32.5%	29.8%	24.4%	27.4%	16.5%	26.6%	21.7%	21.4%	27.1%	29.1%
<b>I like living in a Homestead community with established rules that everyone follows (a DCCR</b>	Strongly Agree	14.5%	10.6%	6.7%	30.6%	20.0%	31.9%	11.7%	25.4%	28.2%	30.9%
	Agree	41.9%	37.5%	37.8%	52.4%	47.1%	44.7%	40.0%	46.0%	43.5%	38.2%
	Disagree	14.5%	17.3%	20.0%	8.1%	18.8%	6.4%	15.0%	10.3%	10.6%	14.5%
	Strongly Disagree	9.4%	9.6%	8.9%	4.0%	9.4%	4.3%	8.3%	6.3%	8.2%	7.3%
	Don't know	19.7%	25.0%	26.7%	4.8%	4.7%	12.8%	25.0%	11.9%	9.4%	9.1%
<b>I feel well connected with my Homestead community association(s).</b>	Strongly Agree	4.3%	9.6%	6.7%	7.3%	10.6%	5.3%	6.7%	15.1%	14.1%	10.9%
	Agree	26.5%	29.8%	37.8%	40.3%	31.8%	36.2%	51.7%	55.6%	50.6%	40.0%
	Disagree	30.8%	30.8%	28.9%	29.8%	35.3%	35.1%	26.7%	11.9%	21.2%	21.8%
	Strongly Disagree	19.7%	6.7%	11.1%	12.9%	10.6%	11.7%	3.3%	6.3%	3.5%	7.3%
	Don't know	18.8%	23.1%	15.6%	9.7%	11.8%	11.7%	11.7%	11.1%	10.6%	20.0%
<b>I feel safe in my Homestead community walking around in the day and night.</b>	Strongly Agree	16.2%	32.7%	42.2%	18.5%	35.3%	22.3%	18.3%	23.8%	23.5%	32.7%
	Agree	47.0%	50.0%	26.7%	66.9%	49.4%	58.5%	65.0%	47.6%	52.9%	49.1%
	Disagree	16.2%	2.9%	8.9%	9.7%	5.9%	10.6%	3.3%	15.1%	14.1%	9.1%
	Strongly Disagree	12.0%	1.9%	4.4%	0.0%	3.5%	0.0%	0.0%	5.6%	3.5%	3.6%
	Don't know	8.5%	12.5%	17.8%	4.8%	5.9%	8.5%	13.3%	7.9%	5.9%	5.5%
<b>I know and trust my neighbors.</b>	Strongly Agree	22.2%	32.7%	33.3%	23.4%	35.3%	29.8%	30.0%	32.5%	31.8%	36.4%
	Agree	47.0%	43.3%	35.6%	61.3%	58.8%	54.3%	51.7%	51.6%	57.6%	43.6%
	Disagree	13.7%	7.7%	8.9%	6.5%	1.2%	6.4%	6.7%	7.9%	5.9%	10.9%
	Strongly Disagree	6.8%	1.0%	0.0%	1.6%	1.2%	2.1%	0.0%	2.4%	0.0%	3.6%
	Don't know	10.3%	15.4%	22.2%	7.3%	3.5%	7.4%	11.7%	5.6%	4.7%	5.5%

Table E-1. Community Issues by Homestead Community, 2020

		Homestead Community									
		Anahola	Hoolehua	Kalamaula	Kanehili	Kaniohale	Kaupea	Kawaihae	Keaukaha	Kewalo	Maluohai
		Col %	Col %	Col %	Col %	Col %	Col %	Col %	Col %	Col %	Col %
<b>Would you say your neighbors' houses are...</b>	In the same shape as your house	48.7%	49.4%	33.3%	78.0%	75.9%	79.3%	60.7%	41.8%	37.3%	75.5%
	In better shape than your house	18.3%	17.3%	20.0%	4.2%	9.6%	2.2%	8.9%	24.6%	24.1%	3.8%
	In worse shape than your house	14.8%	16.0%	16.7%	7.6%	13.3%	12.0%	10.7%	17.2%	20.5%	5.7%
	In much worse than your house	8.7%	8.6%	3.3%	2.5%	2.4%	1.1%	0.0%	6.6%	8.4%	0.0%
	Don't know/Refused	13.0%	18.5%	33.3%	7.6%	6.0%	8.7%	19.6%	15.6%	10.8%	15.1%
<b>Would you say that your Homestead neighborhood is a...</b>	Great place to live	47.0%	77.8%	66.7%	67.8%	72.3%	56.5%	60.7%	74.6%	69.9%	69.8%
	Just like any other neighborhood	40.9%	16.0%	20.0%	28.8%	24.1%	37.0%	33.9%	19.7%	25.3%	28.3%
	Not a good place to live	8.7%	1.2%	3.3%	.8%	2.4%	2.2%	1.8%	.8%	4.8%	1.9%
	Don't know/Refused	3.5%	4.9%	10.0%	2.5%	1.2%	4.3%	3.6%	4.9%	0.0%	0.0%
<b>Everything considered, if you had a chance, would you...</b>	Stay in this neighborhood	60.9%	91.4%	73.3%	69.5%	66.3%	63.0%	62.5%	81.1%	81.9%	81.1%
	Move away from this neighborhood	14.8%	1.2%	13.3%	10.2%	13.3%	16.3%	5.4%	4.9%	6.0%	7.5%
	Not sure	24.3%	7.4%	13.3%	20.3%	20.5%	20.7%	32.1%	13.9%	12.0%	11.3%
<b>I am aware of the programs to assist me in financing home repairs.</b>	Strongly Agree	2.6%	7.7%	4.4%	2.4%	7.1%	5.3%	6.7%	7.1%	5.9%	5.5%
	Agree	22.2%	17.3%	24.4%	14.5%	16.5%	13.8%	18.3%	19.0%	25.9%	23.6%
	Disagree	14.5%	26.0%	22.2%	26.6%	28.2%	30.9%	21.7%	23.8%	28.2%	21.8%
	Strongly Disagree	23.1%	15.4%	13.3%	19.4%	14.1%	16.0%	20.0%	20.6%	10.6%	20.0%
	Don't know	37.6%	33.7%	35.6%	37.1%	34.1%	34.0%	33.3%	29.4%	29.4%	29.1%
<b>Homestead communities work better with strong resident participation</b>	Strongly Agree	18.8%	32.7%	22.2%	29.0%	29.4%	34.0%	25.0%	32.5%	32.9%	25.5%
	Agree	59.8%	42.3%	51.1%	58.1%	48.2%	48.9%	60.0%	54.0%	57.6%	56.4%
	Disagree	2.6%	0.0%	4.4%	5.6%	8.2%	1.1%	1.7%	4.0%	2.4%	1.8%
	Strongly Disagree	3.4%	2.9%	8.9%	0.0%	1.2%	1.1%	1.7%	1.6%	0.0%	0.0%
	Don't know	15.4%	22.1%	13.3%	7.3%	12.9%	14.9%	11.7%	7.9%	7.1%	16.4%
<b>I regularly participate in my Homestead community activities.</b>	Strongly Agree	1.7%	7.7%	2.2%	5.6%	8.2%	4.3%	5.0%	5.6%	8.2%	5.5%
	Agree	35.0%	26.9%	31.1%	36.3%	25.9%	25.5%	33.3%	39.7%	40.0%	25.5%
	Disagree	29.1%	27.9%	42.2%	31.5%	41.2%	46.8%	38.3%	30.2%	27.1%	36.4%
	Strongly Disagree	15.4%	9.6%	11.1%	11.3%	11.8%	11.7%	8.3%	6.3%	5.9%	10.9%
	Don't know	18.8%	27.9%	13.3%	15.3%	12.9%	11.7%	15.0%	18.3%	18.8%	21.8%



Table B-4: Lessee Demographic Characteristics, 2003, 2008, 2014, 2020

		2003	2008	2014	2020
		Col %	Col %	Col %	Col %
<b>Household Income</b>	Less than \$15,000	21.0%	9.2%	6.0%	8.0%
	\$15,000 to \$19,999		8.7%	4.2%	4.0%
	\$20,000 to \$24,999	13.0%		5.4%	4.8%
	\$25,000 to \$29,999		9.5%	4.1%	2.7%
	\$30,000 to \$34,999	14.0%		6.3%	4.1%
	\$35,000 to \$39,999			5.7%	5.1%
	\$40,000 to \$44,999	13.0%	15.3%	6.2%	2.6%
	\$45,000 to \$49,999			5.7%	3.2%
	\$50,000 to \$54,999	11.0%	12.5%	5.2%	3.5%
	\$55,000 to \$59,999			5.7%	2.5%
	\$60,000 to \$64,999			5.9%	3.6%
	\$65,000 to \$69,999	14.0%	13.3%	3.8%	2.8%
	\$70,000 to \$74,999			4.3%	3.6%
	\$75,000 to \$79,999			2.6%	2.8%
	\$80,000 to \$89,999	8.0%	13.8%	5.9%	5.6%
	\$90,000 to \$99,999			4.5%	4.9%
	\$100,000 to \$124,999		13.0%	9.1%	20.4%
	\$125,000 to \$149,999	6.0%		4.8%	6.1%
	\$150,000 to \$199,999		3.3%	3.1%	5.4%
\$200,000 or more		1.3%	1.6%	4.4%	
Median household income	\$41,947	\$48,731	\$59,600	\$74,954	
<b>HUD Income Categories</b>	less than 30%	---	11.7%	17.2%	19.4%
	30 to 50%	---	13.1%	14.9%	15.1%
	51 to 80%	---	21.3%	26.6%	22.3%
	81% to 120%	---	13.1%	15.4%	14.4%
	121% to 140%	---	17.7%	8.3%	9.1%
	141% to 180%	---	12.1%	8.1%	10.2%
	more than 180%	---	11.0%	9.5%	9.5%
<b>Tenancy</b>	Own	89%	92%	94.0%	94.0%
	Rent	9%	6%	3.9%	3.7%
	Sharing with others no rent	3%	2%	2.1%	1.7%
	Occupy without rent payments				0.6%
<b>Unit Type</b>	Single-family house	92%	94%	94.3%	93.6%
	Townhouse/duplex/multiplex	4%	3%	2.3%	1.7%
	Condominium				.3%
	Apartment	1%	1%	0.6%	.9%
	Public assisted housing				.1%
	Other	3%	2%	2.5%	1.8%



**From:** [dhl.icro1@hawaii.gov](mailto:dhl.icro1@hawaii.gov)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Subject:** New submission from Submit Agendized Testimony  
**Date:** Monday, September 23, 2024 2:07:11 PM

---

<b>Name</b>
Michelei Tancayo
<b>Email</b>
<a href="mailto:micheleik@yahoo.com">micheleik@yahoo.com</a>
<b>Please Identify Agenda Item(s):</b>
J
<b>Pick One:</b>
Both - Submit Testimony Below
<b>Message</b>
Kahae/Tancayo Residence: DHHL Leiali'i Lot No. 19 Home Improvement Application approval



**From:** [dhl.icro1@hawaii.gov](mailto:dhl.icro1@hawaii.gov)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Subject:** New submission from Submit Agendized Testimony  
**Date:** Monday, September 30, 2024 11:08:51 AM

---

<b>Name</b>
Sierra Nakea-Enos
<b>Email</b>
<a href="mailto:nakea25@gmail.com">nakea25@gmail.com</a>
<b>Please Identify Agenda Item(s):</b>
Leasee removal
<b>Pick One:</b>
Oral/Live Virtual Only - Enter N/A Below
<b>Message</b>
N/A



**From:** [Kinilau-Cano, Nicole L](#)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Cc:** [bushrodm@groundshakers-construction.com](mailto:bushrodm@groundshakers-construction.com)  
**Subject:** Request to address the Commission  
**Date:** Tuesday, September 17, 2024 11:27:53 AM

---

Aloha Leah,

I'm sending this email on behalf of Bushrod Meyers, who is included on this email. He would like to request to address the commission with regard to an ongoing lease issue. He can provide any additional information needed.

Mahalo,  
Lehua





**From:** [Chanel Josiah](#)  
**To:** [Burrows-Nuuuanu, Leatrice W](#)  
**Subject:** [EXTERNAL] October Commission Meeting  
**Date:** Wednesday, October 2, 2024 10:44:51 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
**Importance:** High

---

Aloha e Leah,

Too late to get on commission meeting agenda?

If can still add, please put us (HCL) on there.

Mahalo!

**Chanel Josiah** (*she/her*) ([what's this?](#))

Community Development Director

Hawaii Community Lending

Direct: 808-634-3675

[www.HawaiiCommunityLending.com](http://www.HawaiiCommunityLending.com)



*Hawaii Community Lending is a 501c3 nonprofit Native community development financial institution that increases access to credit and capital for the economic self-sufficiency of underserved Hawaii residents with a particular focus on Native Hawaiians.*

Please consider the environment before printing this email

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**From:** [Liliana Napoleon](#)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Subject:** [EXTERNAL] J Agenda  
**Date:** Tuesday, September 24, 2024 5:29:00 PM

---

Aloha Leatrice:

May I kindly request to express at the upcoming available commission meeting through the J agenda section

Naiwa Agricultural Subdivision Alliance (NASA) - Liliana Napoleon

Mahalo.

Sent from my iPhone



**From:** [Kekoa Enomoto](#)  
**To:** [Burrows-Nuuuanu, Leatrice W](#)  
**Cc:** [Robin Leihuanani Keali'inohomoku WAIT](#); [Kamaka'olikekaipu \(Quinn\) Freidenburg](#); [Kaanana, Cherie-Noelle K](#); [Kainoa EDGE](#); [Noe Asuega-Stark WAIT](#)  
**Subject:** [EXTERNAL] 10/22/24 J Agenda  
**Date:** Sunday, September 29, 2024 1:36:45 PM

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Aloha mai kua e commission secretary Leah,

Ke 'olu'olu, may I RSVP to appear on the Hawaiian Homes Commission J Agenda 10/22/24 to present progress reports on homelands 'aina, as follows:

- 127-acre Keokea-Waiohuli parcel, on the (1) requested water meters, and (2) a water-catchment grant project, including a PowerPoint .

- 830-acre Pulehunui North/South noncontiguous tracts, i.e., (1) in concert with/G70 and the County of Maui, plans are under way for beneficiary-driven development, and (2) proposed 11/17/24 commission site visit.

Mahalo a e holomua kakou,

- 'Anake Kekoa

Kekoa Enomoto  
Member of the board,  
Pa'upena Community Development Inc.  
(808) 276-2713



**J-20**

**From:** [Blossom Feiteira](#)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Subject:** [EXTERNAL] J agenda  
**Date:** Tuesday, October 1, 2024 4:49:35 PM

---

Aloha Lea,

Request for time o the J agenda for the Hawaiian Homes Commission meeting on October 22, 2024.

Mahalo,

Blossom Feiteira  
Sent from my iPhone





**From:** [De Mont Kalai Manaole](#)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Subject:** [EXTERNAL] J Agenda request  
**Date:** Friday, October 4, 2024 3:38:29 PM

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Aloha Leah!

Could you please place my name on the J Agenda for this month.  
Mahalo!

De MONT Kalai Manaole  
Co-Manager of Ho'omana Pono



**From:** [Piilaniwahine kalanikaulelelawi](#)  
**To:** [Burrows-Nuuanu, Leatrice W](#)  
**Subject:** [EXTERNAL] agenda J  
**Date:** Tuesday, October 8, 2024 9:40:00 AM

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aloha mai kua,  
I am requesting to be added to Agenda J for Octobers meeting.  
Name : Muriel Ioane

mahalo nui  
Kahakuako'i

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