

MINUTES OF THE  
MEETING OF THE  
BOARD OF LAND AND NATURAL RESOURCES

DATE: August 27, 1982  
TIME: 9:00 A. M.  
PLACE: DLNR Board Room  
1151 Punchbowl Street  
Honolulu, Hawaii

ROLL  
CALL

Chairman Susumu Ono called the meeting of the Board of Land and Natural Resources to order at 9:10 A. M. The following were in attendance:

MEMBERS

Mr. Roland Higashi  
Mr. J. Douglas Ing  
Mr. Moses W. Kealoha  
Mr. Thomas S. Yagi  
Mr. Takeo Yamamoto  
Mr. Susumu Ono

STAFF

Mr. James Detor  
Mr. Roger Evans  
Mr. Maurice Matsuzaki  
Mr. Takeo Fujii  
Mr. Libert Landgraf  
Mr. Charles Neumann  
Mrs. LaVerne Tirrell

OTHERS

Mr. Bill Tam, Deputy A. G.  
Mr. Richard Miller (Items F-1-a  
F-1-b & F-1-4)  
Mr. James Lau and Rev. Pohlabei  
(Item F-17)  
Mr. Fred Rohlfing (Item H-5)  
Mr. Peter Garcia, DOT

MINUTES

Mr. Higashi moved for approval of the July 23, 1982 minutes as circulated. Mr. Ing seconded and motion carried unanimously.

DLNR'S  
EMPLOYEE OF  
THE YEAR

Mr. Higashi moved that the board instruct the Chairman to draft a resolution honoring DLNR's Employee of the Year, Mrs. Joan Moriyama. Mr. Higashi stated that without the services of Mrs. Moriyama this department would not have been able to function in the efficient manner it has in the past years. Mr. Ing seconded and motion carried unanimously.

Mr. Ono considered it a pleasure to carry out the wishes of the board.

ADDED  
ITEMS

Mr. Higashi moved to add the following items to the board agenda. Motion carried unanimously with a second by Mr. Ing.

Land Management

Item F-1-h -- Consent to Mortgage - Philip J. and Carole K. Ito to Hawaii Production Credit Association.

Item F-19 -- Sublease of Office Space for the Department of Commerce and Consumer Affairs, Island of Oahu.

Items on the Agenda were considered as follows in order to accommodate those persons present at the meeting:

ITEM H-8

ADOPTION OF CONTESTED CASE HEARING RULES FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES

Mr. Evans explained that this item is a set of proposed rules for the holding of contested case hearings pursuant to Chapter 91 of the Administrative Procedures Act, which was developed by the Department of Attorney General.

These rules, explained Deputy A. G. Bill Tam, conform to Chapter 91 of the Administrative Procedures Act and situations where contested cases for the rights of private parties are being determined and elaborate what the statute requires by particular details as to how those hearings are to be conducted.

Do the rules take into consideration any comments made at the public hearings, asked Mr. Ing?

Yes, said Mr. Tam. I personally reviewed the comments made and many of these comments were incorporated into the rules and regulations.

Referring to §13-1-41, Mr. Higashi noted that (b) states that in either case, a motion for reconsideration shall be made not later than five business days after the decision or any deadline established by law or the disposition of the subject matter, whichever is earlier. Unless a special meeting is held, the board would not be able to reconsider any action, said Mr. Detor.

The board could file, with the concurrence of all the members, for a request for reconsideration. The motion, however, has to be made by that time. In other words, it may be postponed for a later time but a motion has to be made within the five day period, said Mr. Tam.

The intent here, said Mr. Tam was to have some means to look at the matter again without having to make substantial changes should something illegal occur.

Assuming everything goes according to schedule, what is the earliest date that these rules can take effect, asked Mr. Ono?

Should the board approve the rules today, said Mr. Tam, it will be signed by the Governor and filed with the Lt. Governor's Office. If all this takes place today then the rules will take effect on September 6, 1982.

ACTION

Mr. Ing moved for approval of the Rules as presented to the board by the Department of Attorney General titled "Title 13, Department of Land and Natural Resources, Subtitle 1, Administration, Chapter 91 Rules for Contested Case Hearings." Mr. Higashi seconded and motion carried unanimously.

ITEM F-1-a

THERMAL POWER CO. AND DILLINGHAM CORP. REQUEST FOR CONSENT TO ASSIGN GRML NO. R-1, PUNA, HAWAII.

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ITEM F-1-b

THERMAL POWER CO. AND DILLINGHAM CORP. REQUEST FOR CONSENT TO ASSIGN GRML NO. R-2, PUNA, HAWAII.

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Because Items F-1-a and F-1-b are related, Mr. Detor asked that both these items be considered together. They are both requests for consent to assignment of sub-leases. The two sub-leases involved stem from the first two commercial leases which the board initially granted. Thermal Power Co. and Dillingham Corp. would like to assign to Puna Geothermal Venture, a joint venture formed under the laws of the State of Hawaii.

Mr. Richard Miller of Thermal Power Co., in answer to Mr. Higashi's question said that Puna Geothermal Venture would consist of Thermal Power Co., Dillingham Corp. and AMFAC Energy, Inc.

ACTION

Mr. Higashi moved for approval of both Items F-1-a and F-1-b as submitted. Mr. Ing seconded and motion carried unanimously.

ITEM F-4

RESUBMITTAL - THERMAL POWER CO. AND DILLINGHAM CORP. APPLICATION FOR GEOTHERMAL LEASE ON RESERVED LANDS AT KAPOHO AND HALEKAMAHINA, PUNA, HAWAII

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This is a request for approximately 279 acres of reserved lands in the Puna area. There are various surface owners but the State does have the mineral reservation under geothermal rights. At the previous meeting when this request was first submitted, explained Mr. Detor, we were talking about 267 acres. Since that time, the applicants have been able to get the occupier's rights on two additional parcels which are listed in the submittal covering about 12 acres. The terms and conditions of this particular lease are the same as the others which the board has issued.

Mr. Detor asked if it was the intent of the lessees to subsequently transfer the lease to the joint venture as in Items F-1-a and F-1-b.

Yes, said Mr. Miller. If this request is approved then we will come in and ask for consent to a transfer.

Accordingly, Mr. Detor asked that the submittal be amended to give the lease directly to Puna Geothermal Venture.

Because of the emission problems in this particular area, Mr. Higashi asked that the lessees work with the DLNR staff in checking the meters in order to monitor any emission problems that may arise so that it can be solved as soon as possible.

ACTION

Mr. Higashi moved for approval of a direct grant of a geothermal resources mining lease on reserved lands to Puna Geothermal Venture covering the reserved lands listed above, subject to the approval of a special use permit by the County of Hawaii and State Land Use Commission and to the terms and conditions listed in the submittal in addition to such other terms and conditions required by law, Department of Land and Natural Resources Regulation No. 8, and as may be prescribed by the Chairman. Mr. Yagi seconded and motion carried unanimously.

RESUBMITTAL - STAFF RECOMMENDATION FOR CANCELLATION OF REVOCABLE PERMIT NO. S-5782, SAND ISLAND, HONOLULU, OAHU.

Mr. Detor explained that this is the same submittal which was deferred sometime in June. The two principal items which the board was concerned with at the time and which the applicant's were going to rectify are:

1. using more space then the permit called for; and
2. certification of the program by the Department of Education (principally Roosevelt High School).

The applicants have asked for more time principally because school is not in session at the present time so they have been unable to get the required certification. They have also brought new people into the program. Reverend Pohlable is now the Director of the program and they are looking towards new direction in said program. Accordingly, they have asked for additional time to get the program together.

Have they complied with the other conditions, asked Mr. Ono?

Mr. Detor said that the certification has not been submitted and they are still using more than the 10,000 square feet.

In answer to Mr. Ono's question as to why they continue to use more than 10,000 square feet, Mr. Detor explained that although they continue to occupy more than 10,000 square feet they have cleared much of the land and improved the appearance of the area. But they have not retreated into the 10,000 square feet and that was one of the conditions of the permit.

Rev. Pohlable explained that he was appointed as the new Director for the Lokahi Hawaiians about a week ago under unusual circumstances. After reviewing the records of the program I found so much subterfuge that I felt it was time for the program to be completely turned around to fit all children and not just Hawaiian children. Accordingly, we decided to have a professional Board of Directors who would act as overseers on everything that transpired on that piece of land. We have laid out our plans to the Governor's Office and hopefully we will be able to arrive at a decision whereby we could have a permanent place there for the children.

After a much heated discussion, Mr. Ono reminded Rev. Pohlable to confine his comments to the permit itself and not to the program.

Rev. Pohlable stated, for the records, that Anuenue Fisheries have made so many unfounded accusations against the Lokahi Hawaiians and that there is no base for them or any evidence to substantiate the accusations. I then find that Anuenue Fisheries themselves would like to have this piece of land, and this is where the subterfuge comes in.

Unless you can prove what you are saying is ture, said Mr. Ono, I would suggest that you not make these statements.

Rev. Pohlable became very argumentive at this stage.

Mr. Yagi, therefore, called to Rev. Pohlable's attention those violations which had been substantiated i.e. using park electricity, etc.

Mr. James Lau of the Lokahi Hawaiian said that Mr. James Lam of the DLNR staff had informed them that the parcel adjoining their 10,000 square foot parcel was an eyesore so he used the students to clean up the area. However, he stated that he did not need more than the 10,000 square feet assigned to them for his program.

Mr. Ono asked whether or not Mr. Lau had ever used any area outside of his 10,000 square foot boundary. In answer, Mr. Lau said that Land Management has never gone down to Sand Island to show him where his boundary is.

ACTION

Mr. Kealoha moved for cancellation of Revocable Permit No. S-5782 to Lokahi Hawaiians effective July 31, 1982. Mr. Ing seconded and motion carried unanimously.

However, said Mr. Ing, there has been a long history of disagreement between the DLNR staff and the group and there has been continual friction over what the Lokahi Hawaiian's rights have been. There has also been a great deal of change in leadership and it has not been easy to deal with the permittees. I would like to see these boys have a place to go but an organization is only as strong as the quality of the people that lead it and I feel that we have to take this action. What I would like to suggest is that you regroup and reorganize your people and come back with another application.

ITEM F-6

RESUBMITTAL -- KANOELEHUA INDUSTRIAL AREA ASSOCIATION (KIAA) REQUEST FOR RECONSIDERATION OF RENEGOTIATED LEASE RENTALS, WAIAKEA, SO. HILO, HAWAII.

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Mr. Detor explained that these leases were issued after the 1960 tidal wave. They did not go to public auction but had a 20-year provision for rental opening from 1961. The values established by the new appraisal resulted in a very marked increase in the rental schedules. Just using this as an example, one went up from \$1000 to \$10,000. Others went up still more. Accordingly, the lessees have asked that the rental reopening date be moved back one year--from 1981 to 1982.

The submittal incorporates a suggestion whereby we would not move the reopening date but give them an opportunity to pay on either a three level payment schedule or on a yearly payment schedule.

Mr. Carl Okuyama, past president of the Kanoelehua Industrial Area Association and presently serving as the Government Affairs chairman, said that he would like to recommend to the board that the reopening period be changed from the 20th year to the 21st year and to give each lessee the option of either accepting the graduated ground rent increase in three increments or the prescribed method listed in the lease.

Mr. Detor said that the leases have a provision that allows them, if there is a disagreement on rent, to go into arbitration. The arbitration danger, however, is that if they disagree with our appraiser they get their own appraiser. Assuming that he comes in with a different figure then those two appraisers get together and and they appoint a third whose word is final. As far as they are concerned we do not know how many of them might want to go to arbitration. Many of them are waiting to see what happens today.

The way the submittal is written, said Mr. Ing, the proposal is for the association to select one option or the other.

That is the way it was originally written. However, said Mr. Detor, I would like to change it so the option will be on an individual basis so each lessee may decide for himself.

A time limit should be set for the lessees to decide what option they will take, said Mr. Detor.

We could set a particular date for them to either accept the new schedule or go into arbitration. I think it should be decided today that a person who chooses to go the arbitration route, as to whether or not he will also be given the opportunity to go on a deferred payment plan or some other arranged plan.

It doesn't seem fair that if they are going to arbitrate that they also be given the benefit of the graduated payment schedule, said Mr. Ing. If they are going to pursue their remedies under the lease then we should pursue ours.

In other words, said Mr. Detor, they either follow our payment schedule or just go the arbitration route pursuant to the terms of the lease.

Would those lessee's who decide to go the arbitration route be precluded from taking whatever options are offered in the lease, asked Mr. Okuyama?

Mr. Detor explained that if the lessees decide to go through arbitration then they would do so pursuant to the terms of the present lease and would not have the option of the extended one year or the benefit of the new payment schedule.

ACTION

Mr. Higashi moved that the lease be amended to start renegotiation from the 21st year and that the graduated payment schedule or the straight-line payment schedule be offered to the affected lessees and authorize the Chairman to set the deadline to execute the agreement and acceptance of the terms and conditions of this proposal and also the collection of monies due, with the understanding that those lessees who choose arbitration will abide to the terms and conditions of the present lease. Interest should also be paid for the 21st year at the rate of 11.5%. Mr. Yagi seconded and motion carried unanimously.

ITEM F-1-e

THE VALIANTS REQUEST FOR CONSENT TO ASSIGN G. L. S-4321 COVERING LOT 21, WAIMANALO AGRICULTURAL SUBDIVISION, WAIMANALO, OAHU.

This lease covers some 20 acres held for a number of years by The Valiants, which is an eleemosynary corporation. This lease was let originally back in 1971 for the purpose of campsite and youth athletic and incidental education facility. Nothing, said Mr. Detor, has really been done over the period of years. They have been unable to get the program going. This submittal is a request to assign that lease from The Valiants to The Boys Club of Honolulu, which is also an eleemosynary corporation.

ACTION

Deferred to the next Oahu meeting.

RECESS

10:30 to 10:35 a. m.

ITEM H-5

REQUEST FOR RECONSIDERATION AFTER-THE-FACT CDUA FOR 1) CONNECTING WALKWAY, AND 2) ADDITIONS TO RESIDENTIAL USE AT TANTALUS, HONOLULU, OAHU.

In December of 1981 the board sustained a staff recommendation regarding a violation of land use at Tantalus. The board stipulated at that time certain requirements to be fulfilled by the applicant. Subsequently, a request has been received for reconsideration on behalf of legal counsel for the applicant.

It was pointed out by staff that this particular lot has already reached the maximum capacity. Accordingly, staff is recommending at this time that the board not reconsider it's prior action of December 18, 1981.

I understand that the workshop was approved sometime way back and subsequent to that there was a request to build an additional living room and bedroom and that was denied. Then, at a later time, an extension was built and this CDUA resulted. As a result of the prior board meetings the landowner was fined but he was allowed to keep the structure that was added in addition to the workshop. What is unclear to me, said Mr. Ing, is whether we specified the nature of the use of the rest of that structure in addition to the workshop. What I'm trying to determine is whether we limited the use of the extension to the workshop, which was sizable in nature.

Our understanding from reviewing the transcript of the December 18, 1981 meeting is that it was staff's intent at that time to keep the second structure a workshop, and in that fashion there would only be one single family residence on the property. This is our understanding on how the board voted on it and our views were reflected in our subsequent letter to the counsel for the applicant, said Mr. Evans.

As I recall, said Mr. Ing, I don't think we specified that the entire structure was to remain a workshop. We specified what it could not be and that was a separate residence. That was our first concern.

Of all of the structures, said Mr. Evans, there is only one residence and that residence is not this structure. That residence that exists today is a separate and distinct physical building from this illegal structure.

Yes, said Mr. Ing, but we have authorized the structure itself. We are now dealing with the use of that structure.

Staff's original position was to remove anything that had been done in addition to the board approval for a workshop. The applicant came in, he requested to have this converted to a residence and the board said no. The board's position was that the physical building remain but no residence.

In answer to Mr. Kealoha's question, Mr. Evans said that the original CDUA for the second structure was approved in 1969. Subsequent to that land board approval, a set of plans was submitted for a workshop. This workshop was approved. At that time, everything built on the property was done properly. Subsequent to that time, on behalf of both the previous owner of the property as well as this owner, where the expansion has occurred, today we have a two-story structure there.

Is the structure that was approved back in 1969 the same structure which we are approving today, asked Mr. Kealoha?

Yes, the shell, answered Mr. Evans.

If the structure was approved in 1969, asked Mr. Kealoha, then why is it a violation today? Even though they may change the name from workshop to bedroom, the structure still remains the same. I cannot understand why it is a violation when there are no additional pipes, plumbing, etc. in that workshop.

In our view, said Mr. Evans, if you have a workshop on a piece of property there is an intent for someone to build a residence on that piece of property. That is a change of use and insofar as I understand the law, anytime there is a new expansion or change of existing land use a CDUA is required to be filed. In this case they did file a CDUA and it was denied by the board but they nevertheless went ahead and built.

Mr. Fred Rohlfing, legal counsel for the applicant, stated that he regretted the necessity to come before the board again. I am frustrated only because statements are being made about facts upon which the board will be making a decision aren't true. They are not carefully stated.

My client, Mr. Rothenborg, bought these premises in 1973 which included a separate cottage. An appraisal was made at that time by a Mr. Leshner and his appraisal referred to the second structure on the premises as, and I quote: "cottage, living room, kitchen, bedroom and one bath". That was when Mr. Rothenborg purchased the overall premises. Subsequent to that time, in April 1974, Mr. Rothenborg filed an application to make additions to this cottage. This was denied by the board on the grounds that proposed additions are to a structure which was illegally converted to a residence. The reason for the denial was not transmitted at that time to the applicant according to what he told me. However, Mr. Rothenborg did violate that by making some additional improvements to the premises between 1974 and the time when he came in again in 1980 and asked for an after-the-fact approval of the additions that he made. However, I would like to remind you that the additions were to a structure that contained a living room, bedroom and bath.

When the subject came up in 1980, the staff planner report to this board said, amongst other things, and I quote:

"in accordance with this established one house per lot guideline which had been adopted by the board subsequent to 1974 the primary proposal requested by the applicant to convert the workshop designated structure into a second residential house and to grant permission to complete the proposed additions is unacceptable and inconsistent with the current board policy. On the other hand, the alternative proposal suggested by the applicant to connect the two structures which are 19'x 6" apart, to one dwelling seems feasible and acceptable providing a satisfactory sewage disposal system, acceptable to the State Department of Health can be worked out prior to the approval of this application. The board then approved the recommendation of the staff at that time for denial but said that the applicant shall have the sewage disposal problem resolved and accepted by the State Department of Health, if the alternative to connect two structures into one dwelling unit is chosen. This is where I became involved, back in November 1980. Since that time the applicant has consistently attempted to integrate the two structures into one residence by getting approval of a walkway and that came before the board as early as December 4, 1981. At that time, because of the various contentions that were made between the staff, myself, and Mr. Rothenborg it was suggested that we have a conference to see if we could resolve this by some settlement process.



Following that settlement conference, I wrote a letter to the board which stated in part:

"Applicants will only be able therefore to use the unit as an extension of their main residence. Applicants do not, however, agree voluntarily to the removal of the upstairs 1/2 bath as is the anticipated position of the staff. Continued existence of the upstairs 1/2 bath is not inconsistent with the use now proposed for the unit as an integral part of the main residence. The upstairs 1/2 bath has no negative effect on occupancy/water usage/or sewer load of the unit. Removal is, in our view, not a necessary consequence of the future designated use of the addition and hence should not be ordered by the board."

Note that this was one day before the board meeting of December 18, 1981 but two days following the settlement conference itself. Note also that the reference is to the use of the premises as an integrated single residence. At no time, prior to or during the meeting of the board of December 18, 1981 was I or my client provided with that specific recommendation dated December 18, 1981. It was not until the letter decision of January 26, 1982 that I learned that Item B-3 of this petition even existed.

In reference to what had happened in the review of the tapes and the fact that I was supposed to have said whatever the board says goes. That went with respect to a very long discussion regarding the 1/2 bath removal and I think that if this board listens to those tapes it will also find that Mr. Hong also seemed to have the very same impression that I had. We were conceding a fact, on behalf of my client that we would remove the extra plumbing to the kitchen and if need be the 1/2 bath. But the board said no. But at no time did I have any feeling or any notice that what we were conceding at that point was that we could not use these premises for something that it was being used for before Mr. Rothenborg bought the house. We have tried to do the things necessary to make up for a violation which he immediately did between 1974 and 1980 and for which he was fined \$500 in due process of this board. He then tried to comply with the very staff report that said join these two residences. He couldn't do that because the Board of Water Supply and some other people said why have a walkway when you don't need it. So, our position is we will comply. To be denied the fact that he can sleep up there, which he could have done without even having to come to the board, in my opinion is not conscionable.

Mr. Yagi said that the board took action on staff's recommendation of December 18, 1981 and Condition No. 7 stated that all interior and exterior piping and plumbing relating to Conditions 5 and 6 shall be removed and sealed. Therefore, you are still in violation.

The Chairman explained that everything was held in abeyance.

I attended the meetings regarding the residence at which time we discussed, along with the County people, the removal of the kitchen, and the 1/2 bath and it was my impression as a result of that discussion that: 1) that structure was not to be used as a separate residence; and 2) that it was to be used as an integral part of the existing house but there was no restriction that the entire structure be used as a workshop. As I look at the submittal dated December 18, 1981, paragraph 3, the existing second structure under review shall not be used as a residence. My interpretation of that is that that structure in itself is not a residence and that, in my mind, was consistent with the fact that that would be a part of the existing main residence.

**ACTION**

It was moved by Mr. Ing that the original workshop area remain as a workshop area and that the extensions to the originally approved workshop area be limited in use to extensions or additions to the original residential structure and that under no circumstances would that separate structure be utilized as a separate residence but only as a part of the existing residence. Mr. Kealoha seconded and motion carried. Mr. Yagi voted no.

**ITEM C-1**

COOPERATIVE AGREEMENT WITH U. S. FISH AND WILDLIFE SERVICE -  
USE OF DATA BASE SYSTEM.

This is an agreement with DLNR and the U. S. Fish and Wildlife Service to commonly share and to utilize their data base system.

**ACTION**

Unanimously approved as submitted. (Higashi/Ing)

**ITEM C-2**

RESUBMITTAL - TIMBER (LAND) LICENSE NO. S-49 RENEGOTIATION.

This submittal was deferred on two occasions because the affected party was not in the State.

Mr. Landgraf explained that there are 41 conditions in the Timber License. Negotiations with the affected party started with all 41 conditions and there was a lot of discussions going back and forth. It was a very time consuming process. I am pleased to report, said Mr. Landgraf, that of all the 41 conditions, they have agreed with our position and said conditions remain basically unchanged with the exception of two.

Staff has recommended:

1. That Hawaiian Timber Products prepare a letter to the Chairman surrendering the cutting rights available in 1982 for all carry-over timber from 1980 and 1981.

The existing contract allows them, if they don't cut the timber, to pay a penalty in terms of cash but they also retain a carry-over provision, and this amounts to 4 million board feet so we are proposing that they waive this right to carry over timber and the cancellation of the \$30,000 minimum payment for 1981 which is due in 1982. They have, in all instances when this penalty was due, paid it promptly. The board, in previous actions, have made exceptions to what we are proposing.

2. That the board set the stumpage rate for 1982 and subsequent years at \$20 per thousand board feet.

It used to be \$10 so we decided to double it. That, however, is one of the hangups we had with the affected party and they have come back and said, o.k., we could split the difference at \$15, said Mr. Landgraf. \$15 is very reasonable in terms of the current conditions.

Is there a reopening date insofar as the \$15 is concerned, asked Mr. Ono?

It would be for the remainder of the license, which runs out in 1985, said Mr. Landgraf.

3. That the board offer Hawaiian Timber Products, in addition to conditions set forth above, its preference from among the following:
  - A. Termination of the license with no further payments due.
  - B. Continuation of the license unchanged except as stated in paragraphs 1 and 2 immediately above.
  - C. Reduction of the maximum annual cut to no more than 2 million board feet. At the present time, said Landgraf, it is 5 million and we said well you have been cutting it so we want to reduce that to 2 million.

The affected party has come back and asked if we would again split the difference and rather than 2 million if we would reduce the annual maximum cut to no more than 3 million, said Mr. Landgraf. This is acceptable to us..

On the basis of just those two out of 41 I would like to recommend that the following be approved:

Recommendations: 1; 2, with an amendment of \$15 per thousand feet; and 3(c), with an amendment to an annual maximum cut of no more than 3 million board feet rather than 2 million.

Conditions A & B of 3 would be deleted.

ACTION

Mr. Higashi moved for approval as amended above. Mr. Yagi seconded and motion carried unanimously.

ITEM C-3

REQUEST FOR AUTHORITY TO HIRE A CONSULTANT TO DEVELOP A STATEWIDE FIRE PREVENTION PLAN.

Mr. Landgraf clarified that this deals only with wildland fires which Forestry are involved in.

Also, in the second paragraph there is a typo error. In 1981 there were 506 fires, not 50B.

The U.S. Forest Service has provided \$15,000 grant to help DOFAW develop a wildland fire prevention plan. Although the cost, as stated here (\$15,000), is available to us it does not mean that that is the amount we would pay the contractor.

ACTION

Pending Governor's approval, it was moved by Mr. Yagi that the board approve engaging the services of James Ruppelt as a consultant to develop a statewide fire prevention plan. Mr. Yamamoto seconded and motion carried unanimously.

REQUEST FOR APPROVAL FOR AN AMENDMENT OF THE JULY 3, 1951 FIFTY (50)-YEAR SURRENDER AGREEMENT BETWEEN MOLOKAI RANCH, LTD. AND THE STATE OF HAWAII.

ITEM C-4

Under the statutes, 183-15 provides that landowners may surrender to DLNR for the care, custody and control of all lands. The only benefit the landowner receives is that he does not pay any taxes.

ACTION

The board unanimously approved the above amendment and reinstatement of the Surrender of Agreement, pending approval as to form by the Office of the Attorney General, between Molokai Ranch, Ltd. and the State of Hawaii dated June 3, 1951 to include the purpose of the proposed conservation easement with The Nature Conservancy. (Yagi/Yamamoto)

ITEM F-1

DOCUMENTS FOR CONSIDERATION

Item F-1-a

THERMAL POWER CO. AND DILLINGHAM CORP. REQUEST FOR CONSENT TO ASSIGN GRML NO. R-1, Puna, Hawaii.

Item F-1-b

THERMAL POWER CO. AND DILLINGHAM CORP. REQUEST FOR CONSENT TO ASSIGN GRML NO. R-1, Puna, Hawaii

(See Page 3 for Action on Items F-1-a and F-1-b, respectively)

Item F-1-c

M. K. EQUIPMENT CORP. APPLICATION FOR REVOCABLE PERMIT, LOT 419, Sand Island, Honolulu, Oahu, being TMK 1-5-41 containing 11,000± sq.ft. Rental: \$666.00 per month retroactive to July 1, 1982.

Item F-1-d

TOYOMI IWATA APPLICATION FOR REVOCABLE PERMIT, covering the Brewer Warehouse lot and building between Smith and Maunakea Streets, being TMK: 1-7-02:03 containing 5,793 sq. ft. Rental: \$1,195.00 per month commencing September 1, 1982.

Mr. Detor asked that this item be deferred inasmuch as the permittees are in the process of clearing up certain deficiencies cited by the Department of Health.

Item F-1-e

THE VALIANTS REQUEST FOR CONSENT TO ASSIGN G. L. S-4321, covering Lot 21, Waimanalo Agricultural Subdivision, Waimanalo, Hawaii.

(See Page 6 for Action)

Item F-1-f

EDMUND KAKALIA AND REGINALD SUNADA APPLICATION FOR REVOCABLE PERMIT, covering Por. of TMK 4-1-08:46, Waimanalo, Oahu, containing 5.0± acres. Rental: \$55.00 per month.

Item F-1-g

BIG ISLAND BUILDERS, INC. REQUEST FOR CONSENT TO 2ND MORTGAGE, TO FIRST HAWAIIAN BANK, covering Lot 22, Kanoelehua Industrial Lots, Waiakea, So. Hilo, Hawaii, containing 33,750 sq. ft. G. L. S-3599.

Added

Item F-1-h

PHILIP J. AND CAROLE K. ITO CONSENT TO MORTGAGE to HAWAII PRODUCTION CREDIT ASSOCIATION, Lot 6, Panaewa Agricultural Park, Waiakea, So. Hilo, Hawaii containing 10.212 acres. G. L. S-4753.

ACTION

All the above documents were unanimously approved by the board unless otherwise noted: (Yagi/Yamamoto)

ITEM F-2

SHERMAN THOMPSON, ET AL. APPLICATION TO PURCHASE REMNANT PARCEL AT KAMAOLE, KULA, MAUI.

The applicant was quieting title to a parcel that they hold and when the survey was made they found out that there was some government land between two grants which no one knew about. Accordingly, what we are recommending here is to sell that remnant to the abutting owner.

ACTION

Finding the subject area to be physically unsuitable for development as a separate unit and by definition a remnant, the board, upon motion by Mr. Yagi and a second by Mr. Yamamoto, unanimously voted to:

1. Authorize a consolidation of this remnant to Tax Map Key 2-2-02:08.
2. Approve the direct sale of the subject remnant to the applicants subject to the terms and conditions listed in the submittal.

ITEM F-3

DEPARTMENT OF TRANSPORTATION REQUEST FOR REVISION OF AREA COVERED BY REVOCABLE PERMIT NO. A-4374, KAHULUI AIRPORT, WAILUKU, MAUI.

The DOT has requested a withdrawal of 7.676 acres from the subject permit for construction of their air cargo facilities at Kahului Airport.

ACTION

Unanimously approved as submitted, subject to the terms and conditions listed in the submittal and also to the terms and conditions listed in Revocable Permit No. A-4374. (Yagi/Ing)

ITEM F-4

RESUBMITTAL - THERMAL POWER CO. AND DILLINGHAM CORP. APPLICATION FOR GEOTHERMAL LEASE ON RESERVED LANDS AT KAPOHO AND HALEKAMAHINA, PUNA, HAWAII.

ACTION

(See Page 3 for Action)

ITEM F-5

RESUBMITTAL - KAREN NAKAGAWA REQUEST FOR RIGHT OF ENTRY TO ROAD RIGHT OF WAY AT WAIAKEA, SO. HILO, HAWAII.

Ms. Nakagawa is in the process of subdividing her property into six agricultural (3-acre) lots. Fronting this parcel, and serving as access to all of the lots in the proposed subdivision, is a State-owned road right of way (Kulaloa Road) which presently contains a gravel roadway.

Mr. Higashi voiced his concern about flooding in the area and asked that staff make sure that the applicant complies with Condition F, which states: "that, because of previous incidents of flooding in the area, the applicant shall be responsible for the disposal of all water generated by the development. Further, that the applicant shall be responsible for all damages arising for water attributable to this subdivision.

ACTION

The board unanimously authorized the issuance of a right of entry to the applicant to the roadway in question, subject to the terms and conditions listed in the submittal and any other terms and conditions as may be prescribed by the Chairman.

ITEM F-6

RESUBMITTAL - KANOELEHUA INDUSTRIAL AREA ASSOCIATION (KIAA) REQUEST FOR RECONSIDERATION OF RENEGOTIATED LEASE RENTALS, WAIAKEA, SOUTH HILO, HAWAII.

ACTION

(See page 6 for Action)

RESUBMITTAL - BOARD OF WATER SUPPLY, CITY & COUNTY OF HONOLULU,  
REQUEST FOR WITHDRAWAL OF LAND FROM EXECUTIVE ORDER NO. 1529,  
KEWALO-UKA AND KALAWAHINE, HONOLULU, OAHU.

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ITEM F-7

A request to withdraw 15.60 acres from E.O. 1529 was approved by the board on July 23, 1971 under agenda Item F-18. Subsequently, DLNR was informed by the Board of Water Supply that it had plans to develop a well field over a portion of the 16.0 acres still under its jurisdiction. No further action was taken on the withdrawal pending a decision on how much of this area could also be withdrawn.

The Board of Water Supply is now requesting to withdraw some 25.6 acres instead of 15.

However, we have problems here and this is one of the reasons it was deferred. The Board of Water Supply does not need the property and feel that the problem of the squatters is DLNR's problem. Mr. Ono felt that if any of these problems had developed during the Board of Water Supply's tenure then they should clean it up before we take the land back.

ACTION

The board, upon motion by Mr. Ing and a second by Mr. Higashi, voted unanimously to rescind its action of July 23, 1971 under Agenda Item F-18 and approve a recommendation to the Governor for the withdrawal of the above-described 25.6± acres parcel from the operation of Governor's Executive Order No. 1529 and the return of same to the jurisdiction of the Department of Land and Natural Resources. Mr. Ing asked also that Mr. Ono's concern about clearing up whatever problems arose during the Board of Water Supply's tenure be taken care of before the land is returned.

ITEM F-8

DEPARTMENT OF EDUCATION REQUEST OR ACCEPTANCE OF CONVEYANCE OF PEARL HARBOR KAI ELEMENTARY SCHOOL SITE, HALAWA, OAHU.

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ACTION

The board, upon motion by Mr. Ing and a second by Mr. Kealoha, unanimously voted to accept the conveyance of the school site from the City and County of Honolulu and, upon acceptance of the school site, authorize the transmittal of a request to the Governor for the issuance of an executive order setting aside the acquired site under the control and management of the Department of Education.

ITEM F-9

SGVG CORP. REQUEST FOR EXTENSION OF LEASE TERM, G. L. NO. S-3753, WAIMANALO, OAHU

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ACTION

SGVG is requesting an extension of their lease term and consent to assignment and mortgage. They are in the process of borrowing \$70,000 from the Federal Land Bank Association of Hawaii and need to have their lease term extended in order to qualify for the loan.

Upon motion by Mr. Ing and a second by Mr. Kealoha, the board, pursuant to Section 171-36, HRS, unanimously approved an extension of General Lease No. S-3753 for a twenty-seven (27)-year period up to and including December 1, 2010 subject to the terms and conditions listed in the submittal and also consented to the assignment and mortgage request subject to the approval of the Attorney General's office and such other terms and conditions as may be prescribed by the Chairman.

ITEM F-10

CITY & COUNTY OF HONOLULU REQUEST FOR AUTHORIZATION TO SOLICIT BIDS FOR BIDS FOR CAMERA SHOP CONCESSION AT THE WAIKIKI SHELL, KAPIOLANI PARK, HONOLULU, OAHU.

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ACTION

Mr. Yagi moved for approval as submitted, subject to the terms and conditions listed in the submittal. Mr. Ing seconded and motion carried. Mr. Kealoha voted no.

ITEM F-11	DEPARTMENT OF SOCIAL SERVICES AND HOUSING REQUEST FOR ACQUISITION OF LEASE COVERING SPACE IN THE PALAMA SETTLEMENT BLDG., HONOLULU, OAHU.
ACTION	Unanimously approved as submitted subject to review and approval of the lease agreement by the Office of the Attorney General. (Ing/Kealoha)
ITEM F-12	DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS REQUEST FOR APPROVAL OF RENEWAL OF LEASE COVERING OFFICE SPACE ON THE 2ND FLOOR OF THE TANI BUILDING, HONOLULU, OAHU.
ACTION	Unanimously approved as submitted subject to review and approval of the lease agreement by the Office of the Attorney General. (Yagi/Yamamoto)
ITEM F-13	DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS REQUEST FOR APPROVAL OF RENEWAL OF LEASE COVERING OFFICE SPACE ON THE 3RD FLOOR OF THE TANI BUILDING, HONOLULU, OAHU.
ACTION	Unanimously approved as submitted subject to review and approval of the lease agreement by the Office of the Attorney General. (Yagi/Higashi)
ITEM F-14	DEPARTMENT OF HEALTH REQUEST FOR ACQUISITION OF LEASE COVERING COTTAGE AT KUHIO HIGHWAY, LIHUE, KAUAI.
ACTION	Unanimously approved as submitted subject to review and approval of the lease agreement by the Office of the Attorney General. (Yamamoto/Yagi)
ITEM F-15	DEPARTMENT OF THE ATTORNEY GENERAL REQUEST FOR APPROVAL OF AMENDMENT OF LEASE COVERING SUITES 906 and 908 OF THE BISHOP TRUST BUILDING, HONOLULU, OAHU.
ACTION	Unanimously approved as submitted. (Yagi/Yamamoto)
ITEM F-16	EXCHANGE OF LANDS WITH HAWAII HOUSING AUTHORITY AND SUBSEQUENTLY WITH THE DEPARTMENT OF HAWAIIAN HOME LANDS, OAHU, MAUI AND HAWAII.
ACTION	This item, which is a follow up of the land exchange between Hawaiian Home Lands, Hawaii Housing Authority and DLNR, was to be distributed at this meeting. However, we have some difference of opinion as far as the value of some of the properties involved are concerned so, asked Mr. Deter, I would like to have this item deferred.
ACTION	Instead of deferring this item, Mr. Yagi moved that the board authorize the Chairman to negotiate the terms of the exchange of the agreement. Mr. Higashi seconded and motion carried unanimously.
ITEM F-17	RESUBMITTAL - STAFF RECOMMENDATION FOR CANCELLATION OF REVOCABLE PERMIT NO. S-5782, SAND ISLAND, HONOLULU, OAHU.
ACTION	(See Page 5 for Action)
ITEM F-18	RESUBMITTAL - JAMES BLACKWELL REQUEST FOR CONVEYANCE (BY EXCHANGE OR PURCHASE) OF ABANDONED DITCH RIGHT OF WAY, WAILUA, KAUAI.
ACTION	Deferred, at the request of Mr. Deter.  At the last board meeting there was a question as to whether the ditch should be exchanged or sold. This question was referred to the Attorney General's Office and, to date, said Mr. Deter, staff has not received a reply from said office.

<u>ADDED ITEM F-19</u>	<u>SUBLEASE OF OFFICE SPACE FOR THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, ISLAND OF OAHU.</u>
ACTION	Unanimously approved as submitted subject to review and approval of the lease document by the Office of the Attorney General. (Yagi/Yamamoto)
<u>ITEM G-1</u>	<u>OUT-OF-STATE TRAVEL FOR CHARLES F. NEUMANN</u>
ACTION	The board unanimously approved the out-of-state travel for Charles Neumann to attend the 72nd Annual Conference of County Recorders' Association of California in Palm Springs from September 10 to 15, 1982. (Higashi/Yamamoto)
<u>ITEM H-1</u>	<u>CDUA FOR LAND CLEARING AND PLANTING OF COMMERCIALY VALUABLE TREE SPECIES AT KAHAKULOA, WAILUKU, MAUI.</u>
ACTION	Unanimously approved as submitted, subject to the terms and conditions listed in the submittal. (Yagi/Yamamoto)
<u>ITEM H-2</u>	<u>CDUA FOR REPLACEMENT OF WATER TRANSMISSION LINE AT WAIMEA, KAUAI (COUNTY OF KAUAI, DEPARTMENT OF WATER)</u>
ACTION	Mr. Evans asked that a right of entry condition also be added to those conditions listed in the submittal. Unanimously approved as submitted, and as amended above, subject to the terms and conditions listed in the submittal. (Yamamoto/Yagi)
<u>ITEM H-3</u>	<u>CDUA FOR THE PROPOSED DOCKING FACILITIES AT HICKAM HARBOR, OAHU (DEPARTMENT OF THE AIR FORCE)</u>
ACTION	Wasn't there a question on the land, asked Mr. Ing? Yes, answered Mr. Evans. What we have done, in terms of the question on the land, is asked the board to impose our standard state land disposition requirement. There will then be a second follow up to see that the land is disposed of properly by the Division of Land Management. Mr. Evans asked that the submittal be amended by adding Condition No. 10, wherein staff will be required to review the subzone.
<u>ITEM H-4</u>	<u>CDUA FOR DRAIN OUTLETS AND RELATED IMPROVEMENTS FOR THE SOUTH RAMP DEVELOPMENT AT THE HONOLULU INTERNATIONAL AIRPORT, OAHU.</u>
ACTION	Unanimously approved as submitted and as amended above, subject to the terms and conditions listed in the submittal. (Yagi/Yamamoto)
<u>ITEM H-5</u>	<u>REQUEST FOR RECONSIDERATION AFTER-THE-FACT CDUA FOR 1) CONNECTING WALKWAY, AND 2) ADDITIONS TO RESIDENTIAL USE AT TANTALUS, HONOLULU, OAHU</u>
ACTION	(See Page 9 for Action.)
<u>ITEM H-6</u>	<u>REQUEST TO AMEND A PREVIOUSLY APPROVED BOARD SUBMITTAL TO INCLUDE SUBDIVISION OF THE APPROVED RESERVOIR AND ACCESS ROAD AND CDUA OA-11/19/81-1443 FOR THE PURPOSE OF DEDICATING THE SUBJECT PROPERTY TO THE BOARD OF WATER SUPPLY.</u>
ACTION	Unanimously approved as submitted. (Yagi/Yamamoto)



ITEM H-7                    RESUBMITTAL - CDUA FOR SINGLE FAMILY RESIDENTIAL USE AT PUNA, HAWAII (ROBERT GERALD D'ANNA)

ACTION                    Deferred.

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ITEM H-8                    ADOPTION OF CONTESTED CASE HEARING RULES FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES.

ACTION                    (See Page 2 for Action.)

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ITEM I-1                    APPOINTMENT OF VOLUNTEER HUNTER SAFETY TRAINING INSTRUCTORS, OAHU AND HAWAII

ACTION                    It was moved by Mr. Higashi that the following be appointed as volunteer hunter safety training instructors:

Oahu                    Stanley K. D. Ching  
                                 Albert Keliiluloa

Hawaii                    Albert K. Tsue  
                                 Larry T. Manes  
                                 Thomas D. Blackburn

Mr. Ing seconded and motion carried unanimously.

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ITEM I-2                    APPOINTMENT OF LICENSE AGENT

ACTION                    The board unanimously approved the appointment of F. W. Woolworth (Kauai) as a license agent to sell hunting and fishing licenses. (Yamamoto/Yagi)

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ITEM I-3                    APPOINTMENT OF LICENSE AGENT

ACTION                    The board unanimously approved the appointment of Lorraine Togioka, dba "Westside Sporting Goods & Plant Shop", Waimea, Kauai, as a license agent to sell hunting and fishing licenses. (Yamamoto/Ing)

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ITEM I-4                    REVOCAION OF LICENSE AGENT

Wallace K. Kono Enterprises, Inc. filed for bankruptcy on March 15, 1982. According to Fiscal Office records, there is one hunting license book outstanding and the sum of \$285.71 due from licenses sold for the period of October, 1981 to January, 1982. Filing a claim for the amount owed would not be an economical process and the debt should be written off.

ACTION                    Mr. Ing moved that the Board revoke Wallace K. Kono Enterprises, Inc., dba Gibson's Sporting Goods, as a license agent of the Board, and write off the \$285.71 debt owed. Mr. Higashi seconded and motion carried unanimously.

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ITEM J-1                    LEASE - CONCESSION, TERMINAL BUILDING, LIHUE AIRPORT, LIHUE, KAUAI (HAWAII INTERNATIONAL RESEARCH CORP.)

ACTION                    Unanimously approved as submitted, subject to the terms listed in the submittal. (Higashi/Ing)

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ITEM J-2                    LEASE - CONCESSION, MAIN TERMINAL LOBBY, HONOLULU INTERNATIONAL AIRPORT, OAHU (BANK OF HAWAII)

ACTION                    Unanimously approved as submitted, subject to the terms listed in the submittal. (Kealoha/Yamamoto)

<u>ITEM J-3</u>	<u>APPLICATION FOR ISSUANCE OF REVOCABLE PERMITS, AIRPORT DIVISION.</u>
ACTION	Unanimously approved as submitted. (Higashi/Ing)
<u>ITEM J-4</u>	<u>CONSENT TO ASSIGNMENT, FOOD CONCESSION IN THE FISHING GEAR REPAIR KEWALO BASIN, HONOLULU, OAHU (A &amp; G, INC. TO ZENON G. OZOA)</u>
ACTION	Unanimously approved as submitted, subject to the terms listed in the submittal. (Ing/Kealoha)
<u>ITEM J-5</u>	<u>ISSUANCE OF REVOCABLE PERMIT, HARBORS DIVISION, PIER 9, HONOLULU, OAHU (HPBS, INC.)</u>
ACTION	Unanimously approved as submitted, subject to the terms listed in the submittal. (Ing/Higashi)
<u>ITEM J-6</u>	<u>ISSUANCE OF REVOCABLE PERMIT, HARBORS DIVISION, PIERS 32 and 34, HONOLULU HARBOR, OAHU (FRED L. WALDRON, LTD.)</u>
ACTION	Unanimously approved as submitted, subject to the terms listed in the submittal. (Ing/Kealoha)
<u>ITEM J-7</u>	<u>ISSUANCE OF REVOCABLE PERMIT, HARBORS DIVISION, KEEHI LAGOON, HONOLULU, OAHU (LA MARIANA SAILING CLUB, INC.)</u>
	Mr. Ing asked whether or not a CDUA was required for this.
	Mr. Garcia explained that the applicant has an existing lease in the submerged land area and they have already come in for a CDUA to cover the submerged land. The floating dock, however, will be constructed on fast land so they will come in for a CDUA amendment.
ACTION	Mr. Ing asked that this item be deferred in order for staff to get a copy of the approved CDUA and attach it to the next submittal so it could be reviewed at the same time.
<u>ITEM J-8</u>	<u>USE OF HARBOR DIVISION FACILITIES, PIER 9, PASSENGER TERMINAL, HONOLULU, OAHU (AMERICAN CANCER SOCIETY).</u>
ACTION	Unanimously approved as submitted, subject to the terms listed in the submittal. (Ing/Kealoha)
<u>ITEM J-9</u>	<u>USE OF HARBORS DIVISION FACILITIES, PIER 9, PASSENGER TERMINAL, HONOLULU, OAHU (OAHU COUNCIL OF HAWAIIAN CIVIC CLUBS.)</u>
ACTION	Unanimously approved as submitted, subject to the terms listed in the submittal. (Yagi/Higashi)
<u>ITEM J-10</u>	<u>REQUEST FOR APPROVAL OF CONTINUANCE OF REVOCABLE PERMITS, HIGHWAYS DIVISION.</u>
ACTION	Unanimously approved as submitted. (Yagi/Yamamoto)

ITEM J-11

RIGHT-OF-ENTRY, NORTHEAST END OF RUNWAY 3-21, LIHUE AIRPORT,  
KAUAI (FEDERAL AVIATION ADMINISTRATION (FAA)).

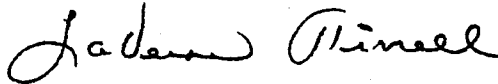
ACTION

Unanimously approved as submitted, subject to the terms and conditions listed in the submittal. (Yamamoto/Yagi)

ADJOURNMENT:

The meeting adjourned at 12:35 P. M.

Respectfully submitted,



LaVerne Tirrell  
Secretary

APPROVED



SUSUMU ONO  
Chairman

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