

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

DATE: February 25, 1983

TIME: 9:00 A. M.

PLACE: DLNR Conference Room
Kalanimoku Building
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. with the following in attendance:

MEMBERS

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

STAFF

Mr. Roger Evans
Mr. James Detor
Mr. Robert T. Chuck
Mr. Melvin Young
Mr. Ralston Nagata
Mrs. Joan K. Moriyama

OTHERS

Dep. A. G. Edwin Watson
Dep. A. G. William Tam
Dep. A. G. Johnson Wong (Item F-8)
Dep. A. G. Andrew Lee (Item F-8)
Mr. William Quinn (Item F-15)
Mr. Galen C. K. Leong (Item F-15)
Mr. Harold Masumoto (Item H-11)
Mr. Peter Garcia

Minutes

The minutes of January 14, 1983 were unanimously approved as submitted. (Higashi/Ing)

The board deviated from the printed agenda and took up the items in the following order:

CDUA BY THE ESTATE OF JAMES CAMPBELL FOR EXPLORATION, DEVELOPMENT AND MARKETING OF GEOTHERMAL ENERGY AT KAHUAUALE'A HAWAII: FINDINGS OF FACT AND DECISION AND ORDER (DOCUMENT WAS DISTRIBUTED AT THE BOARD MEETING) HA -1463

ITEM H-12

Mr. Ono said the procedure followed in this Conservation District Use Application (CDUA) was different from the other CDUA's that this board has handled. The board went through a contested case hearing. Today the board signed its Decision and Order. Mr. Ono said the documents were available for distribution to the parties involved. In addition to the signing of the Decision and Order, Mr. Ono said the board would still have to take a formal action on this CDUA.

ACTION

Since the board has rendered its Decision and Order on this matter, Mr. Higashi moved to grant the CDUA, pursuant to the terms and conditions of the Decision and Order. Mr. Ing seconded the motion.

For the record, Mr. Ono said Mr. Yamamoto has been excused from participating in this particular item.

On the call of the question, the motion was carried.

Mr. Ono, on behalf of the board, thanked all of the parties to the case who participated in the hearing--Mr. Kupchak, Mr. Matsubara, Mr. Tsukazaki, Mr. Kawada, Mr. Tagupa, Mr. Pakele and others. He said the final decision may not be to their liking but we learned a lot in the process. It was one of the most sensitive and critical issues facing this board in recent times. But the board appreciated the manner in which they conducted themselves, and the fact that it gave the board an opportunity to assess all of the issues as they saw it.

Mr. Ono also thanked the staff who worked long hours, putting the various portions of the package together--Robert Staff, Anne Lo-Shimazu, Bill Tam, Glenn Taguchi and Roger Evans--and numerous other individuals on our staff who worked so hard. It was a long six months. He said the product that has come out shows that the procedure does work if everybody work together.

Mr. Ono personally thanked the board members for spending long hours and making an extra effort to meet the tight schedules that were set for this particular case.

This concluded the CDUA that was filed by Campbell Estate.

The board took a short recess before going on to the next item.

Item F-1-e

SHIRLEY BARRETT APPLICATION FOR REVOCABLE PERMIT COVERING LOT 82, HANAPEPE TOWN LOTS, HANAPEPE, KAUAI

This was an application for a permit covering Lot 82 of the Hanapepe Town Lots on Kauai. There is a building on the premises. The lease covering this lot expired on February 14, 1982. The occupant, Shirley Barrett, who is running the operation there, requested a permit until such time as a new lease is sold. This is an interim device until a new lease is sold.

The board was informed that the sale of a new lease covering the premises is scheduled for April. The first ad ran this morning.

ACTION

Unanimously approved as submitted. (Yamamoto/Yagi)

ITEM F-11

RESUBMITTAL - U. S. CORPS OF ENGINEERS REQUEST FOR AUTHORITY TO INSTALL CHAIN LINK FENCE AT KIPAPA, WAIPIO, EWA, OAHU

This matter was deferred at the last board meeting. It is a request from the U. S. Corps of Engineers for authority to install a chain link fence at Kipapa. They want to install a fence on the road right of way, for which they have an easement there, rather than on their own property. Flammable fuels are stored on the government premises and they want to keep the people out.

At the last meeting a question came up as to why they want to install the fence on state property rather than within their own property. Mr. Detor said he was informed that their property is a very steep slope.

ACTION Unanimously approved as submitted. (Ing/Kealoha)

Mr. Ono asked whether the Federal Government might entertain an exchange with the state. He asked Mr. Detor to at least start exploring the possibility.

ITEM F-15

STAFF RECOMMENDATION FOR REMOVAL OF PIER AT SANS SOUCI,
WAIKIKI, HONOLULU, OAHU

The Sans Souci pier fronts on private property which is owned by Mrs. Ruth Willbrandt and it is leased to Sans Souci, Inc. The permit covering the pier is held by Sans Souci, Inc. This permit was issued in 1964 and it replaced Board of Harbor Commissioner's permit which ran for a period of five years and which had expired. At that time the permits that had been issued by the Board of Harbor Commissioners covering this particular pier, as well as others, were either terminated or ran out, and the management of those particular permit areas were turned over to this department.

The recent Hurricane Iwa caused considerable damage to the pier, which necessitates a decision as to whether it should be repaired or cause it to be removed.

Staff did not know exactly when the pier was built, nor did they know whether this is the original pier or not.

The terms of the permit require the permittee to repair and maintain all of the improvements on the premises. The permit also specifies that any major improvements, erected or moved onto the premises by the permittee, can be removed by the permittee prior to the termination of the permit. It goes further to say that if he does not do so, the board may elect to retain the improvements or remove them at the permittee expense.

Mr. Detor said Section 171-36 of the Hawaii Revised Statutes specifies that sunbathing or swimming piers erected on state lands must be open to public use, and that a sign or signs must be posted indicating the public's right to use these piers. The Sans Souci pier fits this particular category, and there has been a sign on it since prior to Hurricane Iwa indicating that the public could use it.

Mr. Detor said Sans Souci, Inc. would like to have the pier removed. Mrs. Willbrandt, on the other hand, would like to have the pier repaired and kept on.

The pier is not listed on either the National or State Register of Historic Places, but it may have historical significance. Overriding that, however, Mr. Detor said, it's an attractive nuisance and a decision has to be made one way or other at an early date.

The pier suffered extensive damage as a result of the hurricane, but it can be repaired, Mr. Detor said. Under the terms of the permit, the permittee could be required to do so. However, if the pier is repaired and

continues in public use, there would be liability on the state's part even though a public liability insurance is one of the requirements that the permittee has to take out.

After examining the situation at length, staff arrived at the conclusion that the permit should be revoked and the chairman be authorized to cause removal of all of the improvements.

Mr. Detor said he has received two letters--one from the manager of Kaimana Beach Hotel and another from the Board of Directors of Colony Surf--both testifying in favor of removal of the pier.

Mr. Ing asked whether there has been any agreement as to who bears the cost of removal.

Mr. Detor said no. He said the way the permit reads it says, "improvements erected or moved on to the premises by the permittee." In this case the pier was already there when we issued the permit so there is some question as to whether they could be held to that, Mr. Detor said.

Mr. Detor further stated that they have also contacted the Federal Government but they have not received any answer yet as to possible assistance, cost wise, either repairing it or having it removed.

Mr. Ing asked who will bear the expenses of repairing it if the pier were to be maintained.

Mr. Detor said under the terms of the permit, the permittee is obligated to keep it in good repair. It was his understanding that there is a lease covering the private property, between Mrs. Willbrandt and Sans Souci, Inc. which requires Sans Souci, Inc. to take care of the pier.

Mr. Ing asked whether it requires them to hold the permit on the pier.

Mr. Detor didn't know.

Mr. Ono said if there is a question as to who is to bear the cost of removal, it's hard for the board to make a decision today.

Mr. Detor said it is. But there is an urgency about this matter. There is a sign that says it's dangerous. Nevertheless, kids are climbing up there and people are going on to the pier. The thing that bothered Mr. Detor is the threat of a suit. He said a decision one way or other needs to be reached pretty quickly.

Mr. Ono said Mr. Detor is concerned about the state's liability, but he said if the state is to bear the cost, he wanted to know whether we have the money to pay for it. If we don't have the money, it's going to delay the removal time anyway. Mr. Ono said this is one of the key issues that needs to be answered before the board would be able to make a decision.

Mr. Detor said the state does have a maintenance fund. However, they are authorized \$100,000 a year out of the revolving fund for the maintenance of government land, and most of the money is committed for repairs on Kauai as a result of the hurricane.

Mr. Kealoha asked whether the pier at this moment is state property.

Mr. Detor wasn't sure about that.

Mr. Kealoha said then it's difficult for the board to act on this request. He asked whether it's clear that the submerged land at the end of the pier, or any portion of it, is government land.

Mr. Detor said there is no question that the land on which the pier sits belongs to the state.

Mr. Yagi suggested that since there are so many unanswered questions, all parties should get together, then come back to the board at its next meeting.

Mr. William Quinn, representing Sans Souci, Inc., said it gave notice to the state on January 7, 1982 that it was no longer occupying the premises. He said much of the historical facts about the pier are in the submittal that was given to the board.

He pointed out that in 1958 Mrs. Willbrandt was granted a permit to use the pier as a private pier. Up to then, it was public. It was part of the public facility on the beach. She has requested this privilege and was granted the right to use the pier in private because of the vandalism to which the pier was subjected to as a public facility, and because of the many accidents associated with the pier. Thereafter the pier was closed by a chain-link fence gate and treated as a private property. Then in 1959 Mrs. Willbrandt leased her Waikiki property to the predecessor of Sans Souci, Inc. for the building of their apartment. The lease required that the lessee maintain and repair the pier.

In 1964 when the 5-year permit expired, Mrs. Willbrandt applied for renewal. However, for reasons which are unclear, Mr. Quinn said the permit was issued to Sans Souci, Inc. instead which may have some impact on the validity of the permit since Sans Souci, Inc. had not applied. However, it is clear that Sans Souci, Inc. subsequently paid the fee for the permit.

Mr. Quinn further stated that although the pier had been private from 1959 to 1969, a law was passed saying you can no longer have this pier private. Since that time crowds used the pier, and they even use it today even though it was severely damaged and is a definite hazard to safety.

Mr. Quinn said the issue before this board is whether to authorize the chairman to remove the pier, or to grant a permit to Mrs. Willbrandt. She can then endeavor to force Sans Souci, Inc., under the terms of the lease, to rebuild and maintain the pier and try to protect her and the state from the liabilities that can arise from maintaining such a dangerous and attractive nuisance. Mr. Quinn said Sans Souci, Inc. is giving notice that it does not wish to continue as a permittee, and it is most anxious to be free of the ugly and dangerous pier once and for all, and respectfully requested that the board adopt the recommendations as submitted by staff.

Mr. Quinn said perhaps the most important thing is whether there is a contractual relationship of some sort today between Sans Souci, Inc. and the state with regard to this pier.

Mr. Ing asked Mr. Quinn whether Sans Souci, Inc. is willing to bear the cost for the removal of the pier.

Mr. Quinn believed that he would be authorized to say that Sans Souci, Inc. will be willing to participate in the cost. He said when he first got into this, it seemed to him that somebody should have looked at the federal matter since it is a public facility, and it was damaged by the hurricane. He said he went over to the Federal Emergency Management Administration (FEMA) sometime in the first week in January. At that time he got an indication that they would participate and that an application should be made. They communicated about that with the Land Department. There has been a subsequent correspondence with the federal agencies but they have not as yet received any positive reaction by the Federal Government.

Mr. Ing asked whether the liability insurance is presently in force.

Mr. Quinn said the present coverage is \$1 million, and they are trying to get additional insurance. They want to get \$20 million but the insurance company said they can only have \$10 million. He said it's a very unfair burden to put on one small group of apartment owners.

Mr. Ing asked whether he had any cost estimates for the removal of the pier.

Mr. Quinn said he had not. He was not familiar with any cost estimates.

Mr. Ing asked what the requirements are under their lease agreement with the fee owner.

Mr. Quinn said to repair and maintain the pier.

Mr. Galen Leong, representing Mrs. Willbrandt, said Mrs. Willbrandt is taking the position that under the lease it is very clear that Sans Souci, Inc. is obligated to repair and maintain the pier and to cover it with comprehensive general liability insurance. He said it's the same obligation that Sans Souci, Inc. has had also under the permit, which it took in its own name in 1964. They have done so since the inception of the lease, and they have done so under the permit that was issued to them. She feels at this point that they are trying to get out of that obligation and trying to get the state to allow them to get out of that obligation.

Mr. Leong said it's true that he cannot disagree that the pier is used by the public that goes to Sans Souci beach. They feel that the pier is over 100 years old, that it has historical significance. And even though it's not yet on any register, they feel that an investigation ought to be made as to whether or not the pier is worthy of repair and preservation. He said many people consider it a landmark, like the natatorium. It is the only remaining pier in the Waikiki area. Mr. Leong said they also feel that an examination ought to be made before removal of the pier is authorized as to what effect that would have on the beach. They feel that the removal of the pillars could have a devastating effect on the beach.

Mr. Leong said Mrs. Willbrandt has made efforts to find out what it would cost to have the pier repaired, and she has four estimates--between \$4,200 and \$16,000. It appears that it would be more expensive to demolish the pier than it would be to repair it to its condition prior to the storm.

Mr. Leong further stated that the storm occurred on November 23, 1982, and on November 30 Mrs. Willbrandt wrote to Sans Souci, Inc. and notified them that she considers, under the terms of the lease, that they were obligated to maintain the pier and to repair it. They have refused to do so.

Instead they have tried to come before this board to allow them to demolish the pier and take it away. Mr. Leong said it is their position that Sans Souci, Inc. not only has the obligation to repair the pier, but also to keep the permit in effect so that the state cannot thereby take back the pier and do whatever it wishes.

Mr. Ing asked what he based that on.

Mr. Leong said he based that on the fact that the lease requires them to maintain that pier and to insure it. In order to continue to have that obligation, they must maintain the permit otherwise by going around that they can get out of that obligation. He said they would like to have the board go on record, for any number of reasons--the fact that it is a historical site, that it's a landmark, that it has the public support--in favor of having the pier repaired.

Mrs. Willbrandt is in a position of having to enforce the lease, Mr. Leong said, and they have in fact filed a suit, which has not yet been served, against Sans Souci, Inc. to have the court determine whether under the lease it still has the obligation to maintain the pier. But they really don't want to go through that expense and have the court determine that they should, under the lease, repair the pier, and then have the state come in and say no, you have to tear it down.

Mr. Leong said they, too, are in favor of having a quick decision. The only decision that would make them more comfortable is one that would in effect say that the state, or the board, is in favor of having the pier maintained so they can have their rights determined.

Mr. Leong further stated that people who were in favor of the pier had a petition signed by various people who were on the beach, indicating that they are in favor of having Sans Souci pier retained. They had over 300 signatures, basically of local people.

Mr. Ing said it seemed to him that Mr. Leong's client's position is that they want to maintain the pier because of sentimental, historical value, but they don't want to pay for it.

Mr. Leong said Mrs. Willbrandt would be willing to pay for the cost of repairing the pier if she could recover against Sans Souci, Inc. But for her to put up the money to repair the pier, then have a lawsuit, then determine that Sans Souci, Inc. has no obligation to reimburse her, and then have the state come in and revoke it, he said it's putting out money without a clear-cut path that is going to follow. So they are in a quandary.

Mr. Ing said if she wants the pier so badly, why doesn't she just take out the permit?

Mr. Leong said the Land Board in 1964 approved the issuance of a permit to Mrs. Willbrandt. But for some unknown reason it got into the name of Sans Souci, Inc. He also questioned whether the board would be willing to issue a permit to her.

Mr. Kealoha said he understood Mr. Quinn to say that on January 7, 1983 Sans Souci, Inc. notified the Department of Land and Natural Resources to cancel the permit. He asked whether they had a reply with respect to that request.

Mr. Quinn said they stated in that letter that they were doing this because they felt that it had long been a public facility, and that a permit has been issued for a private facility. They did not have occupancy of it when it was destroyed by Hurricane Iwa. They gave notice that they deemed terminated because it was not occupied and it hadn't been occupied for years by them as a permittee. He said under the revocable permit, the state could terminate at any time with twenty-five days' notice. So can the permittee. It's a mutuality.

Mr. Ono asked Mr. Quinn if the permit was cancelled and a new permit issued to Mrs. Willbrandt, what would be his client's position.

Mr. Quinn said his client's position would be that they would not want a pier there. They want it removed because of deaths and numerous other injuries, and it's an unsightly sight.

Mr. Detor said they did receive a letter from Mr. Quinn which said that Sans Souci, Inc. considered it terminated. Our reply to them was that this did not constitute formal notice of revocation. So he sent another letter after that saying that they wanted it cancelled.

Mr. Kealoha asked whether Mrs. Willbrandt would be willing to take over the permit for the pier.

Mr. Leong said yes if she can get Sans Souci, Inc. to take over those obligations to repair and to take out the liability insurance as the lease calls for. If the board is willing to change that, he said, they will have to settle that. Get the court to determine that she can enforce the lease, then she would take it out and everything would be fine. But, of course, he said the best solution of all for the public good, would be for the state to take over the pier.

Mr. Kealoha asked whether there is a possibility for the two parties to get together rather than going through the court process, so that we can move on as soon as possible to make a decision on the disposition of this pier.

Mr. Quinn said he didn't think so. He said he just heard today that a suit has been filed. He said probably in order to get the matter completely resolved it has to go to court. He said he would want to bring the state in, too, to show that they don't have a permit anymore, and that they have no obligation.

Mr. Leong said they don't have to pursue the suit. They would be willing to try to work out something. But he shared Mr. Quinn's views that probably the parties are too far apart to reach any conclusion.

Mr. Quinn said the compromise that they would propose, since the board seems very concerned about the financial impact, is to try to work with the state to see if they can get federal assistance.

Mr. Leong wondered whether there has been any investigation as to whether or not there are funds available for the preservation of the pier because of this historical significance.

Mr. Detor said the Division of Water & Land staff has been in touch with the federal people on this pier. There hasn't been any resolution yet.

ACTION

Mr. Ono said he would like to defer this item and get clarification from both parties, and also the feelings from FEMA. He said he would like to have this matter brought back at the next board meeting. The board had no objection to deferring this matter until the next board meeting.

ITEM F-22

KEKAHA SUGAR CO., LTD. APPLICATION FOR LEASE COVERING PORTION OF THE WAIMEA CANYON PARK AND PUU KA PELE FOREST RESERVE, WAIMEA, KAUAI

This was an application for a lease by Kekaha Sugar Company covering the proposed hydroelectric plant site on Kauai, together with access, penstock and utility (powerline) easements. This was the subject of a Conservation District Use Application (CDUA). A public hearing was held on it, and the CDUA was recently approved by the board. This was a follow-up action on that. The terms and conditions of the CDUA were incorporated in this particular submittal.

What was involved here is a lease which goes to public auction, and a right of entry so that they could go ahead with the construction. Because they will be using water to generate the electricity, this may also be subject to two-thirds vote by either the Senate or the House since water licenses are subject to legislative disapproval.

Mr. Detor said since this submittal was drafted, they've had some conversations with the Attorney General's Office. First of all, there were some questions because they would not be actually consuming the water (they would merely be using it to turn the wheels), whether this constitutes a water license; and is it subject to legislative disapproval. They've asked for an opinion from the Attorney General's Office. They have not received a formal opinion as yet.

Secondly, Mr. Detor said there is some question on the granting of the right of entry before the lease is sold. The way it was worded in the submittal, in the event Kekaha Sugar Co., Ltd. fails to bid successfully for the lease, the successful bidder shall reimburse Kekaha Sugar the total cost for construction of the improvements on the premises. Because the amount of money involved would be very substantial, Mr. Detor said there is some question as to the wisdom of granting a right of entry prior to the auction itself.

Mr. Detor said only yesterday Deputy Attorney General Edwin Watson informed him that there is a possibility that under a certain section of the law this can be negotiated directly. This particular section of the law allows us to award direct leases for agricultural processing plants. He didn't know whether this particular request qualifies or not.

Mr. Ono asked what happens if the legislature disapproves. Is it clear that the water question requires that it be brought to the legislature, he asked?

Mr. Detor said this is one of the risks that they take. That question was asked of the Attorney General's Office, but we have not received a formal reply as yet.

Mr. Watson said they can use all the water that's in there until 1993. The lease authorizes them to use for irrigation, for hydroelectric, whatever.

The problem is if you're going to sell the plant site at public auction, you cannot do it without providing the water for that site in the event that somebody decides they want a hydroelectric plant.

Mr. Ono asked what if Kekaha Sugar is the successful bidder, and they already have a license covering the same water.

Mr. Watson said they explored that part but the dilemma that he is faced with is when you have a public auction, you don't know who the successful bidder is. Therefore, you must provide for the use of the water for a period of thirty-five years. And that thirty-five years is beyond Kekaha's lease period (1993). So the lease at public auction must have legislative disapproval because you are providing water for a thirty-five year period. He asked whether the board would be willing to approve the public auction route, or in the event that direct negotiation is determined to be legal, whether the board would approve direct negotiation.

Mr. Yagi said he would like to see that the board approve on the basis of direct negotiation rather than going through the process of a public auction.

Mr. Ono asked Mr. Watson if given this flexibility of either approach, whether this would be enough for him to pursue this matter.

Mr. Watson said in discussing this matter with Kekaha, there is a problem as far as timing is concerned. However, they are willing to go through direct negotiation.

ACTION

Mr. Yamamoto moved, Mr. Yagi seconded, and the board unanimously approved staff's recommendation as amended to go either route--by public auction or by direct award (if legally possible) as a hydroelectric power plant site, together with appurtenant easements (roadway, penstock and powerline), subject to the terms and conditions listed in the submittal, and subject further to Attorney General's approval.

ITEM H-11 CDUA FOR CONSTRUCTION AND OPERATION OF THE UK/NL MILLIMETER-WAVE TELESCOPE AND TEMPORARY USE OF AN EXISTING UNPAVED PARKING AREA FOR A CONCRETE BATCHING PLANT IN THE MAUNA KEA SCIENCE RESERVE, AT HAMAKUA, HAWAII (SUBMITTAL WAS DISTRIBUTED AT THE BOARD MEETING)

This was a request by the University of Hawaii for construction and operation of a millimeter-wave telescope and temporary use of an existing unpaved parking area at Mauna Kea for a concrete batching plant. It lies within our resource and protective subzones.

Staff recommended denial of this application for four specific reasons, as follows:

1. That no further commitment of land use within the Mauna Kea Science Reserve is to be considered until such time as the University's Mauna Kea Science Reserve Complex Development Plan is completed.
2. The written position by the Chief Executive of Hawaii County whereby the University plan should be subject to BLNR approval.
3. That University provide written justification to deviate from their written response to the Chief Executive of Hawaii County that a single CDUA for the Science Reserve be accomplished.

4. Concerns expressed in review of public input (the public hearing which was held by our Division of Forestry & Wildlife for withdrawal from the forest reserve) and also the final EIS remain unanswered.

Staff also recommended, under Recommendation B, to insure success in achieving the desired goal of completing an acceptable complex development plan, a course of action (which was spelled out in detail in the submittal) that a proposal for a plan of action be followed by the University.

Staff further recommended, under Recommendation C, that if the staff's recommendation is sustained by the board that it does not prejudice the University from immediate re-application to the department for this or any other telescope.

Mr. Higashi asked whether the University of Hawaii's Mauna Kea Science Reserve Development Plan been adopted by the Board of Regents.

It was Mr. Evans' understanding that subsequent to our public hearing, the U. H. Board of Regents held a public hearing on the Big Island on the plan. The Board of Regents subsequently adopted that plan. That plan is a plan for the University of Hawaii itself. It was his understanding that the plan envisions the use of the mountain until the Year 2000.

The Mauna Kea Plan adopted in 1977 is a plan that was adopted by this board and remains this department's plan and sets out the land use for the mountain.

Mr. Higashi said then the conflict in the master plan adopted by the Board of Regents and referred to by the staff in the submittal in no way affects the Mauna Kea Plan until such time as there is an amendment to the Mauna Kea Plan. He noted in the submittal that staff has items such as the overhead powerline and the paved road improvements. He asked whether this has any bearing on this application.

Mr. Evans said the representation made by the University is that while there are conflicts in the University's plan and our plan, there is no conflict between this particular telescope and our plan.

Mr. Higashi said in order to implement their plan, if they want to improve the road or put powerline in, they would have to come back and amend the Mauna Kea Plan.

Mr. Evans said they would have to do a number of things. They would have to amend their plan, or go through a public hearing process and recommend that we amend our plan.

Mr. Ono said he has never seen any statement by any County Chief Executive made a major consideration for either approval or disapproval.

Mr. Evans said normally the statements come through the county planning department. In this case, we did get a statement from the mayor.

Mr. Higashi said the mayor's position on the record has been that he is happy to see that master plan, and commended the University for having this master plan at the public hearing that he attended about couple of weeks ago.

Mr. Ono said he hates to have a governmental agency, or institution, have a plan that is inconsistent with another one, especially the one that has the responsibility for the management of that particular piece of property.

A written statement from Charles Dawrs was acknowledged for the record, asking the board to vote against the approval of Item H-11 and concurred with staff's recommendation.

Mr. Harold Masumoto, representing the University of Hawaii, said the Board of Regents did hold a public meeting on February 11, 1983 on the master plan. It was made quite clear at that time that the mayor did send a representative and expressed unqualified endorsement of the plan. The Board of Regents committed a long-range plan and adopted the plan as presented on the 18th. Mr. Masumoto said it should be pointed out, however, that there were expressions about public access to the mountain. He said they want to assure that the provisions of the general lease permitting access would be honored, and the plan would not be used as a device to not allow the general public to get access to the mountain.

Mr. Masumoto said the plan is officially the long-range plan document of the Board of Regents. However, for its full implementation, concurrence by the Board of Land and Natural Resources is necessary. He believed that Mr. Robert Fujimoto, the Chairman of the Board of Regents, has transmitted the plan to the Chairman of the Board of Land and Natural Resources. He also believed in his memorandum to Mr. Ono, Mr. Fujimoto has requested that the Board of Land and Natural Resources consider amending the Mauna Kea Plan to conform with the University's plan. He said he can foresee that the Land Board does not go along with the Board of Regents' plan, and obviously some adjustment will be necessary because we can't implement the Board of Regents' Plan without BLNR's concurrence.

Mr. Yagi thought there was an understanding that the Board of Regents and the Land Board were jointly going to meet together and discuss this master plan.

Mr. Masumoto said it was suggested last September that there be a joint hearing and there also was some discussion at the Maui meeting. However, it was their feeling right now that the timing of the request is such that they cannot make the time schedule to have a joint meeting. He is certain, however, that the Board of Regents are willing to do whatever is necessary to reach some sort of a satisfactory conclusion on this particular matter.

Mr. Higashi said he agreed that the things in the plan need to be discussed although it may not be relevant to this application.

Mr. Masumoto concurred that there is a need for some satisfactory conclusion and to resolve this as soon as possible. On the other hand, they feel that this application pending before the board is separate from that discussion and can be handled separately.

Mr. Ono said he would like to make a clarification on Mayor Matayoshi's position. It is true that he has been supportive in endorsing the effort made by the University to develop this master plan, but in the letter to them earlier, he also mentioned that approval of the master plan by this board would also seem appropriate.

Mr. Ono further pointed out that the board had previously said they would not act on any more individual requests until the master plan came in.

Although they conformed to the desires of the Land Board, the master plan came in only two days ago. Now the board is being asked to act on the individual request.

Mr. Masumoto said they are very much aware of the difficult situation that the board is in.

ACTION

Mr. Higashi moved that the board approve the use to allow the University to build the UK/NL Millimeter-Wave Telescope and the use of a temporary use of an existing unpaved parking area for a concrete batching plant, subject to the terms and conditions that were imposed on the previous application and other terms and conditions as defined by the chairman. He indicated that this has no reflection on the powerline, road or any other improvement. The motion was only for the one construction.

Mr. Kealoha seconded the motion.

Mr. Ono said the motion is very specific--approval is for the telescope site and the batching plant temporary site. It has no reference to the University's master plan. He said the Board of Land and Natural Resources Mauna Kea Plan still stands as is. There is no deviation.

On the call of the question, the motion was unanimously carried.

RESUBMITTAL - A. G. REQUEST FOR CONFIRMATION OF STIPULATION OF SETTLEMENT AND ACCEPTANCE OF DEED, SAND MINING CASE, PAPOHAKU BEACH, KALUAKOI, MOLOKAI

ITEM F-8

This was a request for confirmation of the settlement of the Molokai sand mining case and acceptance of the conveyance of parcels of land from Molokai Ranch to the state in settlement of the suit. This matter was taken up at the last board meeting and it was deferred to this meeting in order to have a representative from the Attorney General's Office, who participated in the settlement, to answer any question which the board may have.

Mr. Detor said one of the questions that came up was: Does the Attorney General have the authority to settle a case, like this, involving conveyance of land, without action by the Land Board? He said the answer that he got verbally from them is that the Attorney General does in fact have that authority.

Mr. Ono said then no action is required by this board.

Mr. Johnson Wong, Deputy Attorney General, said not really. As a matter of courtesy, they would like to submit to the board whenever they acquire land because the board would have to manage the land. He said they have prior correspondence in their files where they have corresponded with the former Chairman, Mr. Christopher Cobb, and Mr. Manuel Moniz, Jr., the former Maui Board Member. He said they were very familiar with the proposed settlement. Mr. Wong said they have their recommendations to accept the parcels which were involved in the settlement. He said the concept was approved sometime ago and the details were concluded recently.

ACTION

This item was withdrawn since the board did not have to act on it.

ITEM D-1

SOIL AND WATER CONSERVATION DISTRICT DIRECTORS

Mr. Higashi asked to delete the Mauna Kea Soil and Water Conservation District from the submittal.

Mr. Chuck said they will come back to the board with a recommendation for the director of the Mauna Kea Soil and Water Conservation District.

ACTION

The board, on Mr. Yagi's motion and seconded by Mr. Yamamoto, unanimously certified the following appointed and elected persons, all terms to end June 30, 1985, as directors of their respective districts:

Central Maui

Richard Greenwell

Robert Warzecha

West Maui

Harold Levy, Jr.

APPROVAL FOR AWARD OF CONTRACT - JOB NO. 1-OL-29, WAIKIKI SEAWALL WALKWAY REHABILITATION, HONOLULU, OAHU (BIDS WERE OPENED FEBRUARY 24, 1983; SUBMITTAL WAS DISTRIBUTED AT THE BOARD MEETING)

ITEM D-2

ACTION

Mr. Ing moved, seconded by Mr. Yagi, and the board unanimously approved to award the contract for the subject project to Hawaiian Dredging and Construction Company for their total low bid of \$49,650.00.

ITEM F-1

DOCUMENTS FOR CONSIDERATION

MAUI

Item F-1-a

LAND LICENSE

HAPPY HULA SUPPLY, INC. - portion of government land within the Koolau Forest Reserve, Huelo-Kailua Section, Makawao - for the purpose of bamboo poles for manufacturing of Puili (split bamboo sticks used by hula dancers) for commercial purposes

This was a resubmittal. This was an application for a land license for the harvesting of bamboo poles on Maui. The reason it was deferred was because there was a question on the price. The staff appraiser has reviewed it and recommended that 40¢ be charged.

KAUAI

Item F-1-b

LAND LICENSE

OLOKELE SUGAR COMPANY, LIMITED - Olokele Cinder Pit, being portion of the area covered by G. L. No. S-3814

This was also a resubmittal. It was an application by Olokele Sugar for a land license covering the removal of cinder from land which they lease. Under that lease, they have the right to use cinder on the premises but not to remove it.

HAWAII

Item F-1-c ASSIGNMENT OF SALE OF LEASEHOLD BY AGREEMENT OF SALE
WILLIAM CHRISTIAN FISHER, II, assignor, to LEILANI STREET PROJECT,
as assignee - Lot 4, Hilo Industrial Development, Leilani Street Extension,
Waiakea, South Hilo - G. L. No. S-4330

Item F-1-d MORTGAGE
HONOLULU ROOFING COMPANY, LTD., as mortgagor, and RAINIER
NATIONAL BANK, and AMERICAN SECURITY BANK, individually and
collectively, called the mortgagee - Lot 17, Kanoelehua Industrial Lots,
Waiakea, South Hilo - G. L. No. S-3598

(See page 2 for Item F-1-e.)

KAUAI

Item F-1-f ASSIGNMENT
LARRY L. HAMAN and MABEL L. HAMAN, husband and wife, to DOROTHY
PAULINE CLARK, unmarried - Lot 29, Kokee Camp Site Lots, Waimea
(Kona) - G. L. No. S-4716

ACTION Mr. Higashi moved for approval of Items F-1-a, b, c, d and f as submitted.
Mr. Yagi seconded and the motion was unanimously carried.

ITEM F-2 CONRAD LEHMANN, ET AL, APPLICATION FOR ROAD AND UTILITY EASEMENT,
PUUWAAWAA, NORTH KONA, HAWAII

ACTION Unanimously approved as submitted. (Higashi/Yagi)

ITEM F-3 STAFF RECOMMENDATION FOR AMENDMENT OF PREVIOUS BOARD ACTION
AUTHORIZING PLANNING AND DEVELOPMENT OF THE LALAMILO AGRICULTURAL
PARK, LALAMILO, SOUTH KOHALA, HAWAII

ACTION Unanimously approved as submitted. (Higashi/Kealoha)

ITEM F-4 JOHN ANDRADE, JR. APPLICATION FOR ACCESS EASEMENT, AHUALOA
HOMESTEADS, HAMAKUA, HAWAII

ACTION Unanimously approved as submitted. (Higashi/Yagi)

ITEM F-5 COUNTY OF MAUI REQUEST FOR RIGHT OF ENTRY AND CONVEYANCE
OF LANDS REQUIRED FOR ROADWAY AND WATERLINE, HONUULA,
MAKAWAO, MAUI

ACTION Unanimously approved as submitted. (Yagi/Yamamoto)

ITEM F-6 STAFF RECOMMENDATION FOR CONVEYANCE OF ROADWAYS TO THE
COUNTY OF MAUI, HALE KOA, AND HALEAKALA ACRES SUBDIVISION,
MAUI

ACTION Unanimously approved as submitted. (Yagi/Yamamoto)

ITEM F-7 U. S. NAVY REQUEST FOR MODIFICATION OF DEED CONVEYING KAHULUI
AIRPORT TO THE TERRITORY (NOW STATE) OF HAWAII

ACTION Mr. Yagi moved for approval. Mr. Yamamoto seconded.

Mr. Kealoha questioned Condition No. 5. He asked whether it makes
sense to the state.

Mr. Detor said if the state wanted to charge rent for use of an office, under this we can't charge except for their share of maintaining and operating a facility.

Mr. Kealoha said this also means that they can rent it out and keep all the proceeds.

Mr. Detor didn't think so. He said non-exclusive would mean that we can put other people in there, too, as long as it does not unreasonably interfere with their right.

On the call of the question, the motion was unanimously carried.

(See page 13 for Item F-8.)

ITEM F-9

DOH REQUEST FOR APPROVAL OF LEASE WITH THE DEPARTMENT OF THE ARMY AND OPPORTUNITIES FOR THE RETARDED, INC., SCHOFIELD BARRACKS, OAHU

ACTION

Unanimously approved as submitted. (Kealoha/Yamamoto)

ITEM F-10

CITY AND COUNTY OF HONOLULU REQUEST FOR CONVEYANCE OF LAND REQUIRED FOR ROADWAYS, HALAWA, OAHU

ACTION

Unanimously approved as submitted. (Ing/Yamamoto)

(See pages 2 and 3 for Item F-11.)

ITEM F-12

STAFF RECOMMENDATION FOR CANCELLATION OF R. P. NOS. S-5461 AND S-5465, MAUNALAHA VALLEY, HONOLULU, OAHU

ACTION

Mr. Detor asked to withdraw this item. He said Mr. Arthur Kaleikini has made a substantial payment. For Margaret K. Watson, Mr. Detor said we've been asked by OHA to defer action. They may come in and take care of it.

The board had no objection to the withdrawal.

ITEM F-13

SAND ISLAND BUSINESSMEN'S ASSOCIATION REQUEST FOR REDUCTION IN RENTAL RATES COVERING STATE PERMIT AREAS ON SAND ISLAND, OAHU

ACTION

Mr. Detor said he received a letter from the Sand Island Businessmen's Association dated yesterday addressed to the chairman, asking that they be removed from the agenda today. They need additional time to prepare a new presentation based on information affecting their situation. The board had no objection to the deferral as requested.

ITEM F-14

CITY AND COUNTY OF HONOLULU REQUEST FOR AMENDMENT OF G. L. NO. S-4776 COVERING THE FORMER HALEMANO SCHOOL PROPERTY AT PAALAA-UKA, WAIALUA, OAHU

ACTION

Unanimously approved as submitted. (Ing/Kealoha)

(See pages 3 to 9 for Item F-15.)

ITEM F-16 CITY AND COUNTY OF HONOLULU REQUEST FOR AMENDMENT OF PREVIOUS BOARD ACTION ON ISSUANCE OF EXECUTIVE ORDER SETTING ASIDE LAND AT KUWILI, HONOLULU, OAHU

ACTION Unanimously approved as submitted. (Ing/Yagi)

ITEM F-17 RESUBMITTAL - DIVISION OF STATE PARKS REQUEST FOR ACCEPTANCE OF CONVEYANCE OF ABANDONED RESERVOIR SITE AT MAKALEI HEIGHTS, HONOLULU, OAHU

ACTION Mr. Detor asked for deferral of this item. The board had no objection.

ITEM F-18 PRODUCE CENTER DEVELOPMENT, LTD. REQUEST FOR CONSENT TO SUBLEASE, GENERAL LEASE NO. S-4405, KAAKAUKUKUI, HONOLULU, OAHU

This covered the Produce Center at Fort Armstrong. Since the inception of the lease, the board has consented to some eleven subleases which were listed in the submittal. In addition to the ones listed, one sublease consent for Primo Distributing Co., Inc. was deferred twice by the board, the last time in February of 1981. There was a question as to the use of the premises, whether they were consistent with the terms of the lease. Another one, Japan Food (Hawaii), Inc. which had previously been approved by the board, had come back because they wanted to reduce the area covered by the sublease but that was also deferred. So these two had not been acted on by the board.

Mr. Detor said the premises occupied by Primo also serves as quarters for Diversified Distributors, which is also known as Primo Distributing Co., Inc. and a branch of Data House, Inc. whose corporate headquarters is in Pearl City. One of the things that came up earlier was that Data House, in addition to performing work for the Produce Center, was also taking in lots of outside work. Since that time, Mr. Detor said, they have moved out that part of the operation that does outside work of the Produce Center.

There were four others that were operating there without benefit of subleases. They were Plaza Country Store, A Catered Affair, Pyle Investment Co. and Data House, Inc. Plaza Country Store has vacated the premises. As far as A Catered Affair, on June 1, 1976 the board consented to a sublease to Aikane Catering, Ltd. Aikane Catering, Ltd. was a trade name for Aikane Corporation, which merged with A Catered Affair, Ltd. on December 31, 1978. This was confirmed with the Department of Commerce and Consumer Affairs.

Pyle Investment is a holding company which controls Hickory Farms of Ohio franchise in the State of Hawaii. The company occupies a portion of the premises covered by State Produce, Inc. which is a subsidiary of Produce Hawaii, Inc., sublessee of Produce Center Development, Ltd. Mr. Detor said a letter was sent to them telling them that they have to get out by the end of March. They do not conform to the terms and conditions of the permit.

Mr. Ono said if the party has to vacate, he would like to know what's going to happen to that vacated area.

Mr. Detor said there are two things that are pending in terms of previous actions. First is the consent to sublease between Produce Center and Primo, which was previously deferred by the board. The second one is the modification of the sublease between Produce Center and Japan Food, which is for reduction in space.

ACTION Unanimously approved as submitted. (Ing/Higashi)

ITEM F-19 GLENN MAKANEOLE REQUEST FOR EXTENSION OF TIME WITHIN WHICH TO SATISFY BUILDING REQUIREMENT, LOT 3-A, HANAPEPE TOWN LOTS, 1ST SERIES, HANAPEPE, KAUAI

ACTION Unanimously approved as submitted. (Yagi/Higashi)

ITEM F-20 JAMES M. BULLOCH REQUEST FOR EXTENSION OF TIME WITHIN WHICH TO SATISFY BUILDING REQUIREMENT, LOT A-64, WELIWELI HOUSE LOT SUBDIVISION, WELIWELI, KAUAI

ITEM F-21 STAFF RECOMMENDATION FOR PUBLIC AUCTION SALE OF LOT 127 AND IMPROVEMENTS, KEKAHA GARDENS SUBDIVISION, KEKAHA, WAIMEA, KAUAI

ACTION Items F-20 and F-21 were unanimously approved as submitted. (Yagi/Higashi)

(See pages 9 and 10 for Item F-22.)

ITEM F-23 DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS REQUEST FOR ACQUISITION OF OPERATING AND RIGHT-OF-ENTRY AGREEMENT FOR PUBLIC TELEVISION SYSTEMS, WAIKII, WAIMEA, HAWAII

ACTION Following a brief discussion, Mr. Higashi questioned the price and asked for deferral. The board had no objection.

ITEM H-1 ASSIGNMENT OF RESIDENCES AT STATE PARKS

On December 3, 1982, certain recommendations were made by the staff to the board with regard to the reassignment of residences at State Parks. Action was deferred by the board pending the submittal of additional information.

The additional information were in two areas. The first one was, what impact there would be on the continuance provision of the park services. Mr. Young said there would not be a significant reduction in the services of the park.

Secondly, what would be the impact upon employees who are currently working for us and prospective applicants in terms of prohibitive travel expenses. Mr. Young said for the existing employees there would be no additional travel expenses. He said the future employees would have the option to apply (or not apply) for the job.

Based on the additional information submitted, Mr. Young again recommended that their original recommendations submitted on December 3, 1982 be approved.

Mr. Higashi said for Hapuna, Kalopa and Mauna Kea State Parks, there is a proposal to have concessions and there is a plan in process for subdivision. He asked whether the housing is part of that deal.

Mr. Nagata said there hasn't been too much follow-up on that since it was presented to the board about a year or so ago. It was his understanding that if the board approves this, then the houses that are going to be occupied by DOCARE will not be a part of the so-called proposal. He said there might be a conflict in that issue.

ACTION Mr. Ono said if there is going to be a conflict with what was previously presented we would have to check it out. He asked the staff to check this out and bring this matter back to the board.

The board had no objection to Mr. Ono's request.

ITEM H-2 SMOKING POLICY FOR ALL DEPARTMENT OF LAND AND NATURAL RESOURCES FACILITIES

Item H-2 establishes a smoking policy for DLNR. Governor's Executive Memorandum 1982-1 requested that all department agencies establish a smoking policy which will insure the rights of the smokers and nonsmokers. Attached to the board submittal was a copy of the smoking policy. This policy was circulated among all of the divisions, and it was also sent to HGEA, the union who represents most of our clerical and office workers.

Mr. Young said the union was concerned about the intent of this policy as to its prohibitiveness and made certain recommendations.

Their first recommendation was under Item No. 2, Common Work Areas, second paragraph, the term "permitted" used in two places be changed to "allowed". Mr. Young said in checking the dictionary he didn't see any difference between the terms. It does not significantly affect the intent of this section.

The union also recommended that paragraph three under the same Item 2 be deleted. Since the intent of this policy is to insure the rights of the smokers and nonsmokers in work areas, Mr. Young said the deletion of this third paragraph should not have any effect on the policy itself. He recommended that the changes as suggested by HGEA be incorporated.

Mr. Higashi asked whether there was a committee who worked on this policy.

Mr. Young said there was no committee. He said about ten other departments within the state government have policies similar to this, so they took the various policies that existed in the state agencies and developed this policy.

ACTION Unanimously approved as submitted. (Ing/Kealoha)

Mr. Higashi asked for a report after three months.

ITEM H-3 AMENDMENT TO A PREVIOUSLY APPROVED CDUA FOR UNATTENDED RADIO TOWER/TRANSMISSION USE AT PUNAHOA, SOUTH HILO, HAWAII

ACTION Unanimously approved as submitted. (Higashi/Kealoha)

ITEM H-4 CDUA FOR EASEMENT PURCHASE OF EXISTING ADJACENT ENCROACHMENT AT KANAKEA FISH POND, HILO, HAWAII

On page 7 of the staff's recommendation the area of encroachment reads "216" square feet. Mr. Evans said that figure is incorrect and asked that it be corrected to read 261 square feet instead.

ACTION Unanimously approved as submitted. (Ing/Kealoha)

ITEM H-5 CDUA FOR THE CONSTRUCTION OF A METALLIC SILHOUETTE FIRING LINE BERM ROOF AT KOKO HEAD RIFLE RANGE, HONOLULU, OAHU

ACTION Unanimously approved as submitted. (Ing/Kealoha)

ITEM H-6 CDUA FOR SKI INSTRUCTION AND TOUR BUSINESS AT MAUNA KEA, HAMAKUA, HAWAII

ACTION Mr. Ing said now that we have the Mauna Kea Plan and since we have until May 11, he asked whether this matter can be deferred to give the board time to review this to see how it fits into this plan. The board had no objection to deferring this.

Mr. Higashi asked Mr. Harold Masumoto of the University to contact the applicant, Mr. Terstenjak, and work with him as it relates to the plan.

Mr. Kealoha reminded them that in working with the University's plan it must coincide with BLNR's Mauna Kea Master Plan.

Mr. Ono said the applicant made a statement at the public hearing that he would violate existing rules or laws if he had to. If that is his position, Mr. Ono said he can't vote for him.

ITEM H-7 CDUA FOR PERIODIC MAINTENANCE CLEARING AT KALIALINUI STREAM AND GULCH, KAHULUI, MAUI

Mr. Ing asked whether they were ever cited for violation since there is nothing in the recommendation about the removal of the sand. On top of page 6 of the board submittal says, "During the October 1981 clearing operation, approximately 3,000 cubic yards of sand was removed from the area by the contractor. The applicant allowed the sand to be taken as payment for the excavation services."

Mr. Evans said they had a problem so to alleviate the immediate concern, we gave them a temporary emergency authorization. As a part of the temporary emergency authorization, however, we did not specifically state what to do with the sand. Because it wasn't specific in the emergency authorization, Mr. Evans said staff did not view this as a violation.

Mr. Ono asked how do we deal with the disposition of the sand.

Mr. Evans said if they are going to remove the sand from the premises, the disposition part would come from Land Management. But they have not addressed that.

Mr. Ing said there should be a condition in here for them not to remove the sand.

Mr. Evans said they can include a condition something to the effect that this approval does not allow the applicant to remove any sand from the site.

Mr. Ing said there is nothing here about how they are going to move the sand. He said usually they use machinery in the water and we have conditions for spillage of oil, clean up, etc.

Mr. Evans said he doesn't recall the method being specified exactly in their proposal as to how they are going to do it. He thought perhaps Conditions 8 and 9 should satisfy Mr. Ing's concerns.

Mr. Ing asked whether they are going to be allowed to do it periodically once we give them approval.

Mr. Evans said yes, unless we specify otherwise. That is what they have asked for. He said we have several on Oahu. They have gone through a CDUA process for periodic maintenance on Oahu. Mr. Evans said they have been doing this in a very responsible manner, and they haven't received any complaints or had any problem.

Mr. Ing said then the three-year limit would not apply here.

Mr. Evans said you may be able to make an argument that the three-year limit may apply unless we make some adjustment.

Mr. Ing said he had no problem with waiving the three-year limit. However, if we are going to do it we might as well do it now, he said.

ACTION

Mr. Ing moved for approval with the amendments (1) that there be an added provision that any sand or fill material of value not be removed; and (2) that the time limitations and regulations be waived for this activity. Mr. Higashi seconded and the motion was unanimously carried.

ITEM H-8

CDUA FOR A WATER TRANSMISSION LINE INSTALLATION AT NORTH KONA, HAWAII

This was an application for a water transmission line in our general subzone in North Kona.

Mr. Evans called the board's attention to Condition 14: "Should the applicant fail to provide satisfactory information regarding existing conditions and proposed construction within the conservation district, this approval shall be null and void...." He said there were some concerns relating to existing conditions for which we don't have answers. Staff felt that we need to have some answers but didn't feel they were of the type or degree where it should hold up the project.

Mr. Higashi said the water line that is used on agricultural property is being brought down and used for urban use. He asked what happens to this line when the lease expires.

Mr. Evans said this is more a legal question and suggested that we ask the Attorney General's Office to provide some guidance on this.

Mr. Detor said there is a provision in here that if this CDUA is approved that they come in and buy an easement.

Mr. Higashi said as he recalled, they are going to subdivide this property.

Mr. Detor said we always include a relocation provision in our easements so that might be a saving feature. At some future date in case it becomes necessary to relocate that easement, we can have it relocated.

Mr. Higashi asked whether it would lower the state's value by putting the easement in.

Mr. Ono thought it would lower the state's value and enhance the value of the privately-owned lands. He said he wants to make sure that the enhancement value of the easement is taken into consideration because without this line they cannot have a subdivision.

ACTION	Unanimously approved as submitted. (Higashi/Kealoha)
<u>ITEM H-9</u>	<u>CDUA FOR HONOLULU INTERNATIONAL AIRPORT SOUTH RAMP DEVELOPMENT PROJECT NINE DRAINLINE OUTLETS AND SHORELINE IMPROVEMENTS AT KEEHI LAGOON, HONOLULU, OAHU</u>
ACTION	Unanimously approved as submitted. (Ing/Yamamoto)
<u>ITEM H-10</u>	<u>TEMPORARY VARIANCE FOR TEMPORARY ERECTION OF ANTENNA AT HANAUMA BAY RECREATIONAL PARK, OAHU</u>
ACTION	Unanimously approved as submitted. (Ing/Kealoha)
	(See pages 10 to 13 for Item H-11 and pages 1 and 2 for Item H-12.)
<u>ITEM J-1</u>	<u>PUBLIC AUCTION OF LAND, LAGOON DRIVE SUBDIVISION, HONOLULU INTERNATIONAL AIRPORT, OAHU</u>
ACTION	Unanimously approved as submitted. (Ing/Yamamoto)
<u>ITEM J-2</u>	<u>MODIFICATION NO. 6 TO LEASE NO. DOT-A-73-32, HONOLULU INTERNATIONAL AIRPORT, OAHU (CONTINENTAL AIR LINES, INC.)</u>
ACTION	Unanimously approved as submitted. (Ing/Yamamoto)
<u>ITEM J-3</u>	<u>MODIFICATION NO. 19 TO LEASE NO. A-62-19, HONOLULU INTERNATIONAL AIRPORT, OAHU (UNITED AIR LINES, INC.)</u>
ACTION	Unanimously approved as submitted. (Ing/Yamamoto)
<u>ITEM J-4</u>	<u>MODIFICATION NO. 20 TO LEASE NO. A-62-19, HONOLULU INTERNATIONAL AIRPORT, OAHU (UNITED AIR LINES, INC.)</u>
ACTION	Unanimously approved as submitted. (Ing/Kealoha)
<u>ITEM J-5</u>	<u>APPLICATION FOR ISSUANCE OF REVOCABLE PERMITS NOS. 3710 AND 3712, AIRPORTS DIVISION</u>
ACTION	Unanimously approved as submitted. (Higashi/Kealoha)

ITEM J-6 APPLICATION FOR ISSUANCE OF REVOCABLE PERMITS NOS. 3706, 3707 AND 3708, AIRPORTS DIVISION

ACTION Unanimously approved as submitted. (Ing/Yamamoto)

ITEM J-7 AMENDMENT OF HARBOR LEASE NO. H-67-1, HARBORS DIVISION, KAWAIHAE HARBOR, KAWAIHAE, HAWAII (CHEVRON U. S. A. INC.)

ACTION Unanimously approved as submitted. (Kealoha/Higashi)

ITEM J-8 APPROVAL OF CONSENT TO ASSIGNMENT OF AMENDED HARBOR LEASE NO. H-67-1, HARBORS DIVISION, KAWAIHAE HARBOR, HAWAII (CHEVRON, U.S.A. INC.)

ACTION Unanimously approved as submitted. (Higashi/Kealoha)

ITEM J-9 ISSUANCE OF REVOCABLE PERMIT, HARBORS DIVISION, ALOHA TOWER, HONOLULU HARBOR, OAHU (ALOHA TOWER MARITIME CENTER, INC.)

ACTION Unanimously approved as submitted. (Ing/Kealoha)

Mr. Ono asked Mr. Garcia to check to see whether the name ALOHA TOWER is registered. He said he hates to see commercial firms picking up this name which is of great significance.

ITEM J-10 ISSUANCE OF REVOCABLE PERMIT, HARBORS DIVISION, NAWILIWILI HARBOR, NAWILIWILI, KAUAI (DON MOSES)

ACTION Unanimously approved as submitted. (Yamamoto/Kealoha)

ITEM J-11 USE OF HARBORS DIVISION FACILITIES, PIERS 9 AND 10 PASSENGER TERMINALS, HONOLULU, OAHU (FRIENDS OF ARIYOSHI)

ACTION Unanimously approved as submitted. (Ing/Kealoha)

ITEM J-12 USE OF HARBORS DIVISION FACILITIES, PIER 9 PASSENGER TERMINAL, HONOLULU, OAHU (HONOLULU MARATHON ASSOCIATION)

ACTION Unanimously approved as submitted. (Ing/Kealoha)

- - -

Mr. Ono called Mr. Garcia's attention to the board's earlier discussion on the disposition of the sand.

Mr. Garcia said he could elaborate on that. He said one of the requirements of their contract is that no sand be removed. The sand has to be piled up on the side in such a manner that it doesn't go back into the ocean or into the stream.

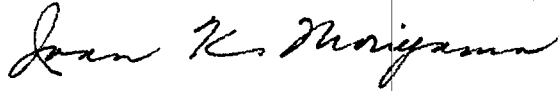
Mr. Ono said there have been instances where sand was given to the contractor in lieu of payment. He said the most recent happening was during Hurricane Iwa when sand was removed. He understood that the contractor was authorized by the Highways Division to remove sand to

clear the highway and was permitted to take the sand and sell it, or do whatever he wanted to do in lieu of payment.

Mr. Ono asked Mr. Garcia to relay the board's concern to his department relative to the disposition of sand by the Department of Transportation.

ADJOURNMENT: There was no further business and the meeting was adjourned at 1:10 P. M.

Respectfully submitted,



JOAN K. MORIYAMA
Secretary

APPROVED



SUSUMU ONO
Chairman

jkm