

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

DATE: July 24, 1992
TIME: 9:00 a.m.
PLACE: Kalanimoku Building
Board Room, Room 132
1151 Punchbowl Street
Honolulu, Hawaii

**ROLL
CALL**

Chairperson William W. Paty called the meeting of the Board of Land and Natural Resources to order at 9:02 a.m. The following were in attendance:

MEMBERS: Mr. John Arisumi
Mr. Herbert Apaka
Ms. Sharon Himeno
Mr. Christopher Yuen
Mr. William W. Paty

STAFF: Mr. Manabu Tagomori
Mr. Ross Cordy
Mr. Ralston Nagata
Mr. Mason Young
Mr. Roger Evans
Ms. Alyss Dickson
Mr. David Parsons
Ms. Geraldine M. Besse

OTHERS: Mr. Johnson H. Wong, Dept. of
the Attorney General
Ms. Dawn N. Chang, Dept. of the
Attorney General
Mr. Peter Garcia, Dept. of
Transportation
Mr. Paul Lucas, Ms. Adela Johnson,
Ms. Ululani Bierne, and Mr. Ben
Schaefer (Item No. E-2)
Mr. Sherman Hee and Mr. Jimmy
Gomes (Item No. F-1-a)
Mr. Vernon Char and Mr. Lee Holmes
(Item Nos. F-2 and -3)
Mr. Carl Carlson (Item No. F-5)
Dr. Jim Anthony, Mr. Al Lyman, and
Mr. Barry Nakamoto (Item No. F-6)
Ms. Mary Lou Barela and Mr. Robert
Yasuda (Item No. F-9)
Mr. Edgar Hamasu and Mr. Walter
Arakaki (Item No. F-14)
Mr. George Lindsey, Mr. Steven Lim,
Mr. Everett Kaneshige, Mr. Steve
Strauss, and Ms. Pat Tummons (Item
Nos. H-1, -2, and -3)
Ms. Nani Rapozo (Item No. H-4)

Mr. Benjamin Matsubara, Ms. Dolly Shote, Mr. Tom Moore, Mr. Louis Rose (Item No. H-5)
Mr. Donald H. Chang, (Item No. H-7)
Mr. Eric Maehara, Mr. George Cooker, Ms. Wendy McCallister, and Mr. John Sakamoto (Item No. H-9)
Mr. Dick Reagles and Mr. Bob Rocheleau (Item No. H-11)
Mr. Richard Ichikashi (Item No. H-12)
Mr. Paul Roos (Item No. H-13)
Mr. Charles Wilson and Mr. Ed Suehiro (Item No. H-14)

MINUTES: The minutes of the meeting of June 26, 1992, were unanimously approved as submitted (Arisumi/Apaka).

Items were heard in the following order to accommodate those applicants and interested persons present at the meeting.

ITEM F-6: HAWAII ELECTRIC LIGHT COMPANY, INC. REQUESTS TO AMEND PRIOR BOARD ACTION OF NOVEMBER 22, 1991 (AGENDA ITEM F-5), COVERING RIGHT-OF-ENTRY TO GOVERNMENT LAND AT PUU ANAHULU, NO. KONA, HAWAII, TAX MAP KEYS 7:1-2:POR. 1 & 7-1-03:POR. 1

Mr. Mason Young noted that prior to the request for amendment the applicant was advised to check with the DLNR Division of Historic Preservation to ensure that the area of the proposed tower, borings and road leading to the site did not contain any historical or archaeological sites; the information was confirmed by the consultant and the division. Mr. Young indicated that the approval of the amendment should not be construed as a commitment by the State nor approval of the Puu Anahulu site for the West Hawaii generation facility.

Mr. Apaka asked about concerns raised about the plant. Mr. Young stated that the individuals and organizations are "holding fast." The project is in the data collection phase and would likely address the concerns. In the event that HELCO makes a formal application for the site, Mr. Young stated that there will be objections to the site. He said that 80,000 had been previously withdrawn to establish a game management area, coupled with the sanitary landfill site there, as well as a possible firing range in that area. There is also some concern about the visual impact.

Dr. Jim Anthony stated that all too often determinations have been made by "experts" who certify that cultural or historic sites are not in the area but subsequently sites were found to exist. He requested that in the event studies were compiled stating that there were no historic or sacred sites in this area that proper certification be made. He stated the report should be placed for public scrutiny. Mr. Young pointed out that page 2 of the submittal states that a study was prepared by the consultants. It was submitted to the Division of Historic Preservation, which concurred with the findings of the report.

ACTION Approved as submitted (Yuen/Himeno).

ITEM F-14: RESUBMITTAL--SAND ISLAND BUSINESS ASSOCIATION REQUESTS RECONSIDERATION OF MONTHLY RENTAL TO REVOCABLE PERMIT CONSENTED TO BY LAND BOARD AT ITS PRIOR MEETING OF JUNE 12, 1992 (AGENDA ITEM F-1), SAND ISLAND INDUSTRIAL PARK, SAND ISLAND, HONOLULU, OAHU, TAX MAP KEY 1-5-41:327

Mr. Young pointed out that the rate previously approved by the Board was 11-1/2 cents and that the present request was to use the space as a temporary office to coordinate construction for the proposed Sand Island Industrial Park subdivision. Because the site was unassigned and open, SIBA proceeded to clear the lot and install a gate, unbeknown and without authorization from DLNR. The parcel is part of a triangle on Sand Island, which was intended to be developed as a commercial lot and was to remain vacant until the infrastructure was completed. At no time did DLNR intend this to be part of the industrial subdivision of the applicant. The rental of 11-1/2 cents was the rate being charged to all permittees.

Mr. Young stated the first part of the action today deals with the 11-1/2 cents. He stated that SIBA objects to it and intended to use the lot for its temporary office until completion of the infrastructure. The second part deals with the rental. SIBA incurred costs of \$153,000 which they wish to deduct from the rental. The cost involved building removal, guard service, and clean up. Mr. Young stated that SIBA's position is that it wants the reduction in rent agreed to by the Board in March; that it would still be in effect even after the issuance of the lease. Mr. Young stated that the State was previously receiving \$3.3 million at 11-1/2 cents but under the master lease the assessment would be \$1.2 million. He stated the recommendation is not to grant the credit to SIBA and the cost should be assessed to the SIBA membership as part of the industrial park development. Because the space was unoccupied and not part of the tenant's industrial subdivision to be developed by the State as a commercial lot the lot should be assessed at 11-1/2 cents.

Ms. Himeno asked whether the 28,500 square feet was included in the master lease. Mr. Young answered it was separate and apart from the master lease. Initially, he said, it was to be used for temporary relocation of some of the permittees and possible site for the contractor's storage. He said DLNR was not aware that they intended to use it for an office building. He further stated that the long-term plan was to develop the parcel at State cost, using the SIBA infrastructure. Ms. Himeno stated that on page 3, subsection 1, it stated that SIBA had incurred \$38,000 for the three items and asked whether those items would be on an ongoing service. He replied some of it would include a one-time expense.

Mr. Walter Arakaki, president of SIBA, presented the reasoning why SIBA should be allowed the space for the temporary construction office. Mr. Arakaki discussed the plight of the tenants stating that most of them were small business operations, mostly contractors. They have occupied the land on month-to-month for over 15 years and because of that it was difficult to obtain money to put up the new buildings and that most of the lots are under-utilized but he said they are determined to develop the park.

Mr. Edgar Hamasu addressed the Board as follows. He stated that the construction plans for the infrastructure would mostly likely be approved by the City and State agencies within one month. "Some of the preconstruction activities have already begun. We believe that the construction work will begin by October this year and be completed within two years. Accordingly, the construction office is needed for the daily coordination and management of the infrastructure construction - an infrastructure which will be built to City-standard and dedicated to the City.

"After the construction plans are approved, a surety bond for the full cost of the infrastructure must be filed with the City in order to obtain final subdivision approval. The subleases can be issued after the final subdivision approval in September. The construction office is needed to coordinate the issuance and subsequent management of the 110 State industrial subleases on Sand Island.

"We sincerely believe that the use of 1,465 square feet, plus adjacent parking be permitted rent free based on pertinent reasons listed below:

"On land management, one, under the master lease approved by the Land Board on April 22, 1992, Sand Island Business Association (SIBA) is the developer and the master lessee. The Industrial Park law requires the master lessee to assume other responsibility of administering and monitoring the compliance of all sublease obligations. Accordingly, SIBA is required to administer all land management responsibilities covering the 110 subleases."

Page 2 of his testimony listed the land management responsibilities under the master lease including:

- * collection of all sublease rents and payment to DLNR
- * collection of construction loan assessments and payment to lender
- * issuance of all subleases to all eligible permittees
- * review and approval of assignments of subleases in compliance with lease assignment policy and procedure
- * review and approval of all sub-sublease applications
- * delivery of notices of breach or default to sublessees for nonpayment of rent/assessment and/or noncompliance of sublease terms and termination of the sublease or other remedy or right of action
- * inspection of premises for state of repair and condition and to verify compliance with the terms of the sublease
- * require sublessees to provide hazard insurance, as well as liability insurance
- * review and approval of all consent to mortgage applications
- * review and approval of plans and specs of all sublessees building improvements and require the compliance of \$200,000 for improvements
- * require sublessees to comply with hazardous material management.

Mr. Hamasu pointed out that the land management responsibilities of SIBA extend over the entire term of the master lease, which is 55 years. Even at an estimated low land management cost of \$150,000 per year the State would be saving a minimum of \$1.5 million in ten years and \$8.25 million in 55 years.

He said that the Land Board had agreed under the development agreement and incorporated in the master lease that SIBA can occupy 1,000 square feet of loft office space at no cost. He said the office will be provided in the commercial center to be developed by the State. Even at the high estimated return of \$2.50 per square foot, per month, for the loft office space, the free rent use of 1,000 square feet will amount to \$30,000 per year compared to the land management cost of \$150,000 per year. He said the State will save at least \$120,000 per year.

For infrastructure construction, he said, ever since its incorporation in July 1989, SIBA had expended over \$2.7 million. The major expenditures are water facilities charge to Board of Water Supply of \$1,346,200; engineering design; environmental assessment; asbestos removal; demolition and removal of five State-owned buildings, which he said, are dilapidated and in fact two fell down during the rain storm six months ago.

Mr. Hamasu further stated that under the development agreement, now incorporated in the master lease, SIBA is responsible for the construction of the entire infrastructure estimated to cost nearly \$20 million. The infrastructure will meet City and State standards. He stated that the improvements will be financed through conventional bank loans paid for by the tenants and not by revenue or improvement district bond funds offered by the State and City government.

He said in the past a project of this size was carried out by the City's urban renewal program financed by the federal government. The State initially planned to develop the park by CIP. He said the tenants will be assessed fees for the infrastructure construction loan of approximately \$20 million and an interest payment of approximately \$9.95 million.

The temporary office measures 1,456 square feet as described in the map attached to his written testimony. The commercial center will be comprised of 56,471 square feet. He said 1,456 occupies a very small portion of the commercial center and the location and temporary nature of the structure will not conflict with the development of the center.

Mr. Hamasu stated that the master lease requires DLNR to award the contract or commence development within six months after the completion of the infrastructure and to complete construction within 18 months after the contract is awarded.

He said the Land Management staff report reveals that the commercial site was intended to remain vacant until the infrastructure was completed. It is estimated that the infrastructure will be completed within two years; therefore, the site was intended to remain vacant for almost two years. He further said the accumulated debris, derelict vehicles and household waste had to be removed. He also stated that Ross Furniture had illegally stored two trailers and others had used the site for open storage. He said the occupants have been removed, and they have cleaned the site, fixed the fence and installed a gate, all at their expense.

Mr. Hamasu pointed out that by letter dated July 15, 1991, SIBA did request the temporary use of this site.

Mr. Hamasu stated that the Industrial Park law enables DLNR to work in partnership with non-profit organizations, and SIBA is exempted from federal income tax.

He said the master lease amendment to the industrial park law assigned all land management responsibilities to SIBA, and SIBA intends to fully cooperate with DLNR to develop the infrastructure and to manage the subleases.

In conclusion, he said that SIBA will provide all of the land management activities involving the 110 permittees, costing a minimum of \$150,000. The Master Lease approved by the Land Board provides for the occupancy of 1,000 square feet of loft office space at no cost. The State will be saving over \$120,000 minimum. SIBA has spent over \$2.7 million to date and will be spending an additional \$20 million for the infrastructure. Preconstruction activities have already begun and work will begin in three months, and it is estimated it will take two years to complete. The 56,471 site was intended to be kept vacant and unassigned until the infrastructure was completed. Mr. Hamasu pointed out that the temporary construction office occupies a very small portion of the commercial center site. SIBA removed illegal occupants and cleaned up the site at no cost to the State. The temporary construction office will be used to coordinate the issuance of subleases and subsequent management of the permittees and the construction and relocation of affected permittees. Therefore, SIBA asked to be allowed to use the site at no cost.

Concerning the credit, Mr. Hamasu stated that they were "caught by surprise." He stated that in April 1991 the Board did approve the reduction of the revocable permit rent by one cent, which was supposed to pay for the cost of clearance, security, and demolition of State-owned buildings. Of nine, five were demolished, with four remaining. He said the one cent deduction was not meant to be permanent but just to pay for the cost that he said were rightfully the responsibility of the State. He said the costs would be approximately \$100,000 to remove the four remaining buildings.

Mr. Hamasu stated that when the Legislature passed the resolution it was for the entire site of 73 acres and they did not leave out that portion in question. He said it was SIBA who initiated the commercial center proposal based on the industrial park law.

Mr. Arakaki emphasized it would be a temporary office. He said in negotiations with Mr. Fukumoto the property was designated as a prospective relocation area/construction yard.

Ms. Himeno stated that the portion is outside of the master lease. Mr. Young stated the parcel is not that large for relocating tenants and felt that the intent might be to use the entire lot or 28,500 square feet. Mr. Arakaki pointed out that there was a moat, which was a natural barrier. That would be the area intended for SIBA's use, 28,500 square feet up to the moat.

Ms. Himeno asked to consult legal counsel in executive session. Seconded by Mr. Arisumi. The Board was in executive session from 10:00 to 10:05 a.m.

ACTION Ms. Himeno moved to defer the issue of the credit to allow SIBA to prepare a response. With regard to the lease rent for the 28,500 square feet, she noted that the area was not incorporated into the master lease and, therefore, moved to charge the rate of 6 cents per square foot, taking into consideration that SIBA was putting in the infrastructure for the State lot itself and developing and maintaining the area. The motion was seconded by Mr. Arisumi and unanimously carried.

ITEM H-1: TIME EXTENSION REQUEST FOR AFTER-THE-FACT CONSERVATION DISTRICT USE APPLICATION (CDUA) FOR SINGLE FAMILY RESIDENCE PROPERTY IMPROVEMENTS, PUAKEA, HAWAII, TAX MAP KEY 5-6-02:41; APPLICANT, GEORGE AND SHIRLEY ISAACS, AGENT: MR. STEVEN S.C. LIM

and

ITEM H-2: AFTER-THE-FACT CDUA FOR SINGLE FAMILY RESIDENCE PROPERTY IMPROVEMENTS PUAKEA, HAWAII, TAX MAP KEY 5-6-02:41; APPLICANT: GEORGE AND SHIRLEY ISAACS; AGENT: MR. STEVEN S.C. LIM

and

ITEM H-3: STATE CONSERVATION DISTRICT LAND USE REVIEW REGARDING CONSTRUCTED PASSIVE PARK, PUAKEA BAY RANCH SUBDIVISION, PUAKEA BAY, NORTH KOHALA, HAWAII, TAX MAP KEY 5-6-02:42; LANDOWNER: PUAKEA BAY RANCH OWNERS ASSOCIATION; AGENT: MR. EVERETT S. KANESHIGE

Mr. Evans stated that the primary item is Item H-1. What happens in reference to that item will make a potential difference as to the staff's recommendation currently before the Board for items H-2 and H-3.

He said H-1 is a request for time extension for after-the-fact conservation district use application for a single family residence and property improvements. He said that,

"As the Board is aware, at the last meeting we were prepared to come before you on what is listed today as Item H-2, which is the after-the-fact application, and Item H-3, which is the review of the alleged land use violations. At our last meeting in Kona, what the Board did after consultation was to ask that the parties enter into mediation, and towards that end the Board felt that our Big Island Board Member would be appropriate to also participate in that activity, if you will, as mediator. Now, had those mediations been completed by this morning, then the expectation from staff is that there would have been presented to us and we could come before you with that as a possible result. However, we have been informed that process, as of this morning, is not yet complete; it is still undergoing. The difficulty that staff has as it relates to the CDUA, the conservation district use application, for the single family residence after-the-fact improvements as part of our standard process, we're required to come before you within a 180-day period and present you a recommendation and ask for a decision on any issue that involves a conservation district use application. Failure on our part to do that or failure on your part to act on an application within that time-frame means that the applicant as a matter of right, according to law, automatically, gets whatever was applied for. There are a couple of caveats to that. This application incorporates one of those caveats. Whenever there is a request for a contested case hearing, the statute provides that the 180-day deadline may be extended. It's an automatic extension on the first request. Subsequent 90-day extensions are requests made to us and determinations made by you. We are in a situation where that after-the-fact single family residence property, that application is at its 180-day time-frame limitation. As a result, the applicant has submitted to us a request for a time extension, which is proper, which is normal process. The basis for that request is the fact that pending before you yet undecided is the request for the contested case hearing. As such, our recommendation this morning on Item H-1 is that the Board approve the second 90-day time extension. Should you decide to sustain this recommendation the new expiration date would be November 11 of this year. Should you decide not to entertain this recommendation and not provide for the second 90-day time extension, then staff would be prepared and is prepared to enter into items H-2 and H-3 at a minimum, item H-2, that would require some action. . . ."

Mr. Paty stated it was his understanding that a resolution was "within sight" or could be reached. Mr. George Lindsey and Mr. Steven Lim, representing the Isaacs, and Mr. Everett Kaneshige, representing the homeowners association, were introduced. Mr. Lindsey stated that it appeared they had an agreement and asked that Mr. Lim read the settlement into the record with the reservation that Mr. Lindsey would be able to comment on the process.

Mr. Lim stated as follows: "We've been discussing with the Citizens for the Protection of North Kohala Coastline and Mr. Steve Strauss, . . . representing the association. We've worked off a draft and we've done some comments. Rather than reading it into the record, I've made some handwritten additions that Mr. Strauss has reviewed and I think we are in general agreement. This is all subject, and we realize that it, to the Board's approval of the agreement so I think, in terms of generally summarizing it, before we start into it--the Citizens and the Isaacs and the Association of Homeowners are agreeing to settle the matter, the potential appeal by the citizens group would be withdrawn both at the State and County levels. And we can go through the details as we go through the reading of the agreement, but the Citizens and the Isaacs and the Homeowners Association would be proceeding on with the existing and proposed approval of the land use elements mentioned in both, what we've been calling the house lot CDUA, and the park lot CDUA. We would be filing the passive park CDUA as soon as possible and the agreement with Citizens contemplates that they would not oppose any of the existing or proposed improvements as of today that are on the table for discussion. The Citizens would be dropping their County board of appeals proceeding by the end of next week, the 31st of July. We could go through and read this if the Board wants or we would just submit this."

Mr. Paty asked for the highlights of the agreement.

Mr. Lim continued: "No. 1 is the public access trail, which is presently located on the mauka side of the house to be relocated on both the house lot and park lot as close to the top edge of the cliff [on the makai side] as is safe and reasonable." He said that, "In the meantime, the existing trail, we would ask for approval by the Board, until such time as the Isaacs and the State are able to effect a deed of that trail alignment to the State. The State would accept both in title and liability and maintenance responsibility for that trail alignment. The trail would be improved on the makai side to create a width of approximately three feet with a natural surface according to Na Ala Hele's rural hiking standards. We understand those standards to be for the rural trails approximately 2-4 feet of a threadwidth with clearance of approximately 2 feet on each side of the trail. A majority or most of the trail would be approximately 10 feet from the top edge of the cliff but where there are certain projections out or other terrain problems the trail would be located further inland from the actual edge of the cliff. The parties would be on site with DLNR representatives and Na Ala Hele representatives to flag the trail corridor. We had discussions on who would pay for construction of the trail, and the Isaacs are willing to post a bond or letter of credit or other security sufficient for the State to draw down upon that for the cost of the trail improvement.

"Secondly, the Citizens for the Protection of North Kohala Coastline and their members would not oppose the present CDUA for the house lot or the existing or proposed improvements as of the date of this meeting. It would also not oppose the future CDUA to be filed for the passive park lot which would be substantially the same as filed previously with the Board. Citizens would also not oppose the SMA permits necessary for the house lot and park lot improvements and they would withdraw their pending request for a contested case hearing and an appeal at the County Board of Appeals level by Friday, July 31st.

"Third, if and when an improved trail is completed to the satisfaction of DLNR and Na Ala Hele, the Isaacs and the Puakea Ranch Owners Association at that time would not be required to maintain the present existing mauka path that some of you walked on that last site visit and would then regain possession and ownership of that trail. All claims by the State would be waived as to public trail over that alignment and basically moved to the makai side of the property. Until that makai trail is completed, the Isaacs and the Puakea Bay Ranch Owners Association would continue to maintain the present mauka trail and its alignment.

"Fourth, the parties realize that the moving of the trail is subject to County SMA approval and all parties will cooperate to take the necessary steps to apply for, and in the case of Citizens, to support the SMA application to move the trail to the makai side.

"Fifth, the area containing the makai trail and the land seaward of the trail would be deeded to the State of Hawaii, which would assume liability and maintenance responsibilities for the trail after the transfer.

"Sixth, the Isaacs and the Puakea Ranch Owners Association agree to comply with archaeological mitigation conditions suggested by the DLNR Historic Preservation Division on both the house lot and the park lot.

"Seven, subject to Board approval is contemplated that the Isaacs will obtain approval for the temporary location trail of the mauka trail in its present on-the-ground location and for the tennis court and other existing and currently proposed land use elements included in the house lot CDUA and the park lot CDUA and is supplemented in this proposal to the Board.

"Also, Isaacs will be allowed to reconstruct the sun deck, that was the deck that ran down toward the shoreline, at least 40 feet from the certified shoreline that's determined as of 1992. We've got for the Board's information submitted in 1992 a certified shoreline request which it went out with the site visit with the State surveyor, with Toni Withington, representative from the Citizens group and, I think, basically agreed to a shoreline certification on that last meeting. The Isaacs will remove the existing sun deck and portions of the walkway that lead down to the sun deck, which are within the 40 foot setback area.

"Eighth, any discharge from the swimming pool and dog kennel will be routed into the Isaacs' individual wastewater system.

"Ninth, the deed of the makai shoreline trail area to the State will include a covenant prohibiting the State from using the area for vehicular travel and restricting its use to a pedestrian right-of-way.

"Tenth, the Isaacs and the Puakea Bay Ranch Owners Association will allow the State reasonable access through their properties necessary for purposes of trail construction so long as it does not unduly interfere with the enjoyment of the property and is limited to the time of trail construction.

"Eleventh, signs on the existing mauka trail will be per County SMA requirements. We've already obtained County approval of those signages, and we understand that those will also be required and approved through the County for the makai trail signage.

"Twelfth, the barbed wire fences that were present along the mauka trail will be replaced with wooden fences, barbed wire and/or both to keep out cattle and to delete the request by the applicant for barbed wire fence presently existing in the CDUA application. These fences would be only along the north and south edges of the property, along the mauka edge of the property, but not along the makai boundary. The applicant would be retaining the right to and would request Board approval to install at their option landscape screening, which I will cover in the next paragraph.

"Thirteenth, the Isaacs and Puakea Bay Ranch Owners Association will waive any claims against Citizens for the Protection of North Kohala Coastline and its members, including Toni Wittington.

"Fourteenth, and in return the Citizens group and its members agree that they will make no other challenge to any presently existing and proposed conditions on the park lot or the house lot, in addition to waiving and withdrawing its SMA and Board of Appeals matters that have already been filed.

"Fifteenth, the Puakea Bay Ranch Owners Association will refile the CDUA for the existing improvements and proposed improvements that were contained in the original park lot application of 1991 to include a gate on the roadway. Citizens group will not oppose the new CDUA and will support relocation of the trail. It is understood by the parties that the Board may have some concerns over safety of the Honoipo landing parking lot area and may impose safety related conditions and other conditions. We discussed the issue of whether the Isaacs would be willing to provide asphalt curbing along the makai edge of the Honoipo landing parking area, primarily to prevent cars from going over the edge, and our clients are willing to propose that.

"Sixteenth, the Isaacs and the Puakea Bay Ranch Owners Association may put in additional landscape screening no taller than six feet in height for either the mauka or the makai trail. It's understood between the parties that any kind of fencing or other type of hogwire that would be coming in along the makai boundary, along the shoreline boundary, would be required to apply for a new CDUA and that the Citizens would be free to interpose their objections at that time.

"Seventeenth, if the shoreline cliff area and the alignment collapses and the trail location becomes unfeasible, the State may relocate the trail up to ten feet inland of the 1992 trail location or other safe location. We understand that to mean that the relocation of the trail alignment would try to minimize the encroachment on the applicant's properties, for both the house lot and the park lot.

"Eighteenth, the parties agree to act consistently with the terms of this agreement and take the steps necessary to carry it out.

"Nineteenth, the parties understand that DLNR are not parties to this agreement and the Land Board must make an independent decision on the merits of the CDUA applications as they come in.

"There's also an agreement that the applicants will not erect any gates which would block lateral shoreline public access along those trails. That's the sum of it from my point of view."

Mr. Steve Strauss stated that Mr. Lim's summary was accurate and that a full, complete draft would be provided to the Board as soon as possible. In answer to Mr. Yuen, Mr. Lindsey stated that he had authority to agree to those matters here and that he believed Mr. Strauss was prepared to state his authority to such agreement also. Mr. Strauss agreed that he did have authority on behalf of the Citizens to enter into an agreement.

Mr. Lindsey agreed with Mr. Yuen that he thought it would be a good idea for a walk-through. Mr. Strauss stated that one party not mentioned, who was not actually a party to the proceedings, Kohala Greenware, would also be invited.

Mr. Yuen stated that he was very pleased to come to resolution of the matter but after going through all the possible alternatives should the Board have to make the decision all of the alternatives would have been less satisfactory for all parties than the agreement presented to the Board. He stated that he wanted to explain to the Board that it is contemplated that the trail that would be established would be a public trail; the DLNR people would look over the trail to see if it was reasonably safe. He said that like many hiking trails if one strays off a hiking trail someone could possibly fall off and they would look to make it reasonably safe. Mr. Yuen mentioned that he thought the Isaacs and the Puakea Bay Ranch Owners Association should be commended for addressing the concerns raised at the public hearing. The Citizens group, he believed, accomplished a major goal of the group to have a coastal trail in that area.

Mr. Paty added that he wished to compliment the parties involved because a few weeks ago the Board was not optimistic that the gap would be closed to bring about a resolution of the matter. The fact that they did indicates that there is a way to bring about resolutions on tough issues, and both sides had to work hard to bring about the agreement. If all parties come together in good faith, he said, many of the tough issues could be resolved. He noted the agreement would be subject to approval of the Board and review by the AG.

Mr. Yuen commented that the Isaacs would post a bond for the State to draw upon to build the trail and was a donation of money for a specific purpose to the State. Mr. Lindsey concurred. Mr. Paty stated that if the agreement is approved, it would be subject to review by the Attorney General's Office and some accommodation would be made concerning the arrangement of the monetary donation.

Mr. Lindsey stated they were happy that the agreement had been worked out and thanked Mr. Yuen for his time and effort.

Mr. Lindsey stated that 400 individuals signed the petition preferring the existing mauka trail, but needed to report that it was in the total best interest of all involved; it was a matter of negotiation and compromise and the support was appreciated.

In answer a question from Yuen, Mr. Lindsey stated that the original position was that the mauka trail was much safer but there was some concerns for liability of having people walking on their property near the cliff. He said his clients did not propose the trail but only agreed to it and the main caveat of the agreement was that they would share no liability on that trail. So it was their belief that if they were involved in any way in the building of the trail their liability would not be extinguished. If the State accepts the trail, the liability issue would be clear.

Mr. Kaneshige added that he hoped the Board and the AG's office would accept the agreement. With respect to the violations in the park, since there is no permit pending before the Board that the Board recognize that the improvements currently there may remain with the understanding that the Association will do its best to get the necessary shoreline certification and County approval in order to return to the Board with the CDUA that was originally filed last year.

Mr. Strauss emphasized that the agreement was reached as a compromise and did not want to leave the impression that the trail was a new trail--it is a traditional trail that is being affirmed. With regard to any permit violations, they are not part of the agreement and the Citizens are taking no position on those.

Mr. Lindsey stated he didn't think it was necessary to go into detail as to the financial and human costs to his clients and requested that being that they have gone "far beyond the call of duty" in compromising the Board consider the offset of fines as opposed to the bond they will be posting for construction of the trail. He said he would not go through the chronology but was prepared to do so to satisfy the Board.

In reply to a question from Mr. Yuen, Mr. Evans explained that the specific issue before the Board is item H-1, the request for time extension. "Questions relative to the fines, although I can discuss with you generically, are not on the table as H-1; it's really the item H-2 and item H-3 that they are sort of bringing in to item H-1." Mr. Lindsey suggested that they join the issues because they are all or part of one parcel. He said either they have a comprehensive agreement or they do not. He said it is a real issue for his clients; these are real expenses and are give and take issues and while he understood the staff's position on what is on the table now suggested that the issues be joined and settle the problem once and for all. Mr. Evans stated that as he listened to the proposed paragraphs it seemed to him that there was recognition that by the proposed agreement there was no guarantee there would be a future CDUA that would be filed or future Board action on that CDUA and that there was no future guarantee of what that action would be and that there seemed to be some inconsistency. "On the one hand if someone suggests we have to file, we recognize we have to file, we recognize you have to get a permit and those are dealt with on the merits of those issues but here we want to join . . ." Mr. Yuen noted that in his discussion with counsel it was always understood that the Board would eventually have to make that independent decision. As far as fines, Mr. Yuen commented, it was never part of what was being negotiated.

Mr. Evans stated that, "The Board has in the past allowed for in-kind services in lieu of a monetary payment of a fine." As an example, he said, the Board would find that there was a violation and had to somehow dispense with the violation and in past cases there has been precedent where the Board has decided on a \$500 fine. In other cases, the Board has imposed community service so there has not been a strict adherence to a specific monetary fine; the Board has expressed flexibility."

Mr. Yuen moved for executive session to consult with counsel on whether the Board can allow a fine to be offset against a future donation to the State. The motion was seconded by Ms. Himeno.

Mr. Lindsey in response to a question posed by Ms. Himeno stated that with respect to trail he was not certain of the costs. He said he realizes that they are asking for an off-set without knowing the cost but there is a great deal of costs involved and the Isaacs have already expended approximately \$200,000.

Mr. Yuen's motion was unanimously carried, and the Board met in executive session from 10:55 to 11:00 a.m.

ACTION Mr. Yuen: "I'm ready to make a motion on this. I think . . . if we pass my motion on H-2 and H-3 then we don't have to deal with H-1 but defer it because we will act subsequently. Let me go right to H-2. In consideration of the agreement that's been made, I move that we approve a CDUA for the tennis court, for the sun deck provided that it is located outside of the 40-foot shoreline setback, for wooden perimeter fencing, for existing landscaping elements, for the deviation, for the area where the present trail deviates from the trail that was imposed by Board condition in its previous action on the house lot, that the Board approve the dog kennel with the requirement that it be connected to the individual wastewater system and also that drainage from the swimming pool be disposed through the individual wastewater system; that the applicant submit and has developed landscaping plan as mentioned in the staff report and that the existing landscaping elements be approved; that the applicant be required to cover the walkway between the new residence and guest rooms within 30 days of Board action, this may be an arbor or other covering as approved on staff level--between the applicant and the staff. Now, as far as the agreement that was read into the record, I just want to make sure that we take Board action, I would like to take Board action and implement this as much as possible that the Board approve the relocation of the trail to a safe and feasible location that's close to the top edge of the cliff; that the State will construct the trail and the Isaacs and the Puakea Bay Ranch Owners Association will pay for construction, and my understanding is that they will be posting bond to pay for the anticipated cost of construction; that to the extent that we need to give a CDUA to have that constructed that is part of this the trail for the most part is actually improvement of an existing trail and in short areas where it varies from the existing trail; that the State accept the quitclaim of the area when that is ready to be done and the State would then be responsible for the area as it is for other kinds of State property."

Mr. Evans asked whether that future State responsibility would include future maintenance. Mr. Yuen answered in the affirmative.

Mr. Yuen continued, "I should make a note that if there is an interim time from the time of transfer to the State, we should probably put up some kind of warning signs before the State improves the trail. As far as the fines, I think in this, you have to consider that the Isaacs and Puakea Bay Ranch Owners Association will be surrendering a very substantial chunk of shoreline property to the State of Hawaii under the CDUA and also spending money for constructing a public trail in a situation where they already spent money constructing a public trail and I think that needs to be taken into account. I think we should impose a fine but the fine, they should be allowed to credit the fine against the cost of constructing the trail so that if the cost of building the trail is more than the fines they may ultimately not pay any fines to the State. The fines that I would move for: First, the category where there's no approval from the Board or the department there are seven elements and I would move for a \$500 fine on each of those elements for a total of \$3,500. On the category of Board approved but no departmental approval, I think those are less serious and I would impose a \$100 fine for each of those four items and I think that covers it."

Mr. Arisumi suggested that all the understandings and discussion should be subject to the approval of the Attorney General's Office. Mr. Yuen stated he would accept the amendment to his motion to that effect.

Mr. Apaka asked for clarification in that the Board was acting on all three items. Mr. Yuen replied that at the moment he was just making a motion on 2. "My idea for H-3 actually because we don't have a pending permit application we can't approve H-3, I would just like to defer H-3. I think the parties understand that then they have to come back for the Board to act on H-3. It's my own feeling that we should act on H-3 consistently with the agreement that they read out for us but that does have to be brought to the Board for decision and right now there's nothing, no actual permit application pending."

Mr. Evans called to Mr. Yuen's attention page 14 of H-2, number 6, the "Board has the option of consideration relative to the violations which incorporates fines to also impose administrative costs. Does the Board wish to consider that any further?" Mr. Yuen

replied that, "As a general matter it should be brought up to the Board for consideration and in many cases I would like to do that but in this case I think the applicants have incurred a great deal of expense in trying to work out a compromise in the last couple of weeks and for that reason I would not impose those." The motion was seconded by Ms. Himeno.

Mr. Arisumi asked whether the trail involved H-3 also. Mr. Yuen replied that they would have come in to apply. They have to make an application for the park lot to allow the existing elements in the park lot. Mr. Arisumi commented that the house was on the first lot and there was no problem with that but H-2 is the second lot so in order to get the trail back to the original site he believed the Board would need to get H-3 approved also. Mr. Yuen stated that the Board cannot approve moving the trail out of the back part of the park lot until the Board has dealt with the park lot and that they cannot go ahead and build the trail until the Board acts on the park lot.

Mr. Arisumi addressed Mr. Lindsey concerning the understanding of whether the proposal concerned only the Isaacs property. Mr. Lindsey stated that, "The understanding includes the park property with the contemplation that we would be refileing the CDUA for the park property and that the Board would act consistently with our agreement. For reasons unknown to anyone at this table, things handled by other consultants resulted in the park CDUA being withdrawn and we don't have an explanation for that, we don't know why, but the fact of the matter is that in terms of our agreement, our agreement contemplates a comprehensive agreement between the parties and an agreement that a CDUA application would be filed consistent, the application would be consistent with the agreement and the support from Citizens would also be consistent." Mr. Strauss said that with regard to the agreement, "The consideration for this agreement on the one hand is the withdrawal of the contested case hearing for procedural violations on behalf of Citizens, and on the other acquiring or fixing the access and the trail on the shoreline side. Fines were never the intent of Citizens to make a part of this agreement or consideration for this agreement or that this agreement would support any waiver of fines or offset of fines. Never contemplated and never discussed." Mr. Lindsey responded that it was discussed but Toni Wittington was not present at the first mediation hearing. He stated he was prepared to submit affidavits as to how it went and what was discussed. Mr. Lindsey advised that the party was advised to be present. Mr. Lindsey stated that their proposed agreement need not entail the fines if the Board would make the decision on its own. Mr. Yuen stated that he wanted to make it clear that he informed everyone that he would not mediate the question of fines. Mr. Lindsey agreed. Mr. Yuen stated that the Board can only approve what happens on the house lot. Mr. Lindsey stated that it is contemplated that the actions of the Board in approving this agreement would be consistent with the agreement. Mr. Paty asked that as part of the motion--when the Board addresses the reapplication the agreement would be part and parcel of that. Mr. Lindsey said it was thoroughly addressed that they would like to settle all issues, and Mr. Strauss is correct, he said, that the issues of the fine is not part of the agreement; however, it still can be brought before the Board. Mr. Arisumi stated he was still not satisfied with the building of a trail on the second lot near the shoreline without getting the agreement on H-3 that the trail would be relocated. Mr. Lindsey stated that Mr. Yuen's position is that there is no CDUA presently before the Board. Mr. Yuen asked whether they need a CDUA to improve the existing trail on the park lot. Mr. Evans stated that if it was established in fact an existing trail and the issue is maintenance of that trail, then the question had to be addressed whether it was a new, different or greater land use--that is the key on whether a CDUA was required. Given what has been suggested, he said, it may not be a new, different or greater land use but rather maintenance on an existing, established trail and as such a CDUA would not be required. Mr. Paty noted that "maintenance" included "improvement" to maintain the trail in a safe manner. Mr. Evans stated that maintenance for the purpose of public health, welfare and safety would certainly be whatever improvements are needed for that public health, welfare and safety.

Mr. Apaka stated that H-2 has to do with a CDUA approved in 1984 for building a home with certain conditions. Some of the conditions were met and some were not. At the same time, he said he believed the trail was approved in 1984. Mr. Evans clarified that on both properties the Board approved a trail but did not, if he understood it correctly, require a specific alignment at that time. Mr. Apaka asked whether there was a record

of the trail in the Bureau of Conveyances. Mr. Kaneshige answered that there was a metes and bounds description of the trail in the Land Court. There is also a specific dedication to the public in perpetuity as part of the declaration for the entire subdivision. He stated that what was being proposed--amending the location--in doing so it cannot be done in H-2, which is a separate item dealing with violations of the 1984 CDUA. He said if the Board waives the fines the applicant would be willing to go along with the trail location. Mr. Apaka said the Board needs to look at the violations in H-2, which includes fines. If the Board waives the fines, the trail can be relocated. Mr. Lindsey stated that was not contemplated by the agreement. He said it was their position prior to the Kohala solution, but, essentially, right now the agreement is that the trail would be realigned to the shoreline; however, for the purpose of allowing temporary access now before the State improves or whoever improves the trail that the State also approve the temporary use of the existing trail on the mauka boundary. Mr. Lindsey said H-2 can be acted upon but as Mr. Yuen suggested it is contemplated when they apply for the H-3 CDUA that the Board would act in concert and consistent with the agreement. For technical reasons, he said, it is probably not the best time to make a decision on H-3 but for practical reasons because there is an agreement which resolves a number of issues not only for the parties and the Board they are asking that the Board act consistent with the agreement because one problem they are attempting to resolve is allowing shoreline access which would have to run along H-3. He said part of it goes down to H-2. Mr. Lindsey said that they need approval of the mauka trail now because the shoreline trail is not safe right now, and all parties agree that they want a safe trail. Mr. Lindsey clarified that the mauka trail is behind his clients' property. He said there is an existing mauka trail which will be moved to the front. Mr. Evans clarified the one in the back of the house will be replaced by one in the front. The Citizens proposed the front shoreline access trail. He said, however, that the State has accepted liability on worse trails and it is intended to be a safe trail; there was never an intent to have duo trails. The shoreline trail would be deeded to the State.

Ms. Tummons requested to speak but the Chairperson did not allow her to address the Board.

The Chairperson then called for a vote; the motion was carried with Mr. Apaka dissenting.

Mr. Evans: "Relative to H-2, it's been discussed, moved, seconded and voted, we have a decision." Regarding H-3, the staff is prepared to ask for deferral to allow the landowner to submit a new CDUA for that property identified in H-3, with the understanding while the trail will all be a part of that application, a reading of H-3 indicates that the trail is but one of 18 separate issues to be addressed.

Mr. Yuen moved for deferral of H-3; seconded by Ms. Himeno and unanimously approved. Mr. Evans stated that there was no action on H-1.

Mr. Lindsey asked for clarification on whether the vote ratified the proposed agreement. Mr. Yuen stated that to the extent it required Board action on H-2 "yes" but could not commit on H-3, as it was not directly before the Board; however, the intent of his motion was that it incorporated the agreement on those issues on H-2 that required Board action.

**ITEM H-13: SITE PLAN MODIFICATION RELATED TO CDU PERMIT FOR
A TELECOMMUNICATION FACILITY, PALEHUA RIDGE, EWA,
OAHU, TAX MAP KEY 9-2-005:13; APPLICANT; CHRISTIAN
BROADCASTING ASSOCIATION**

Mr. Evans asked to correct a typo error on page 2, line 2, to read "340 feet" and to also exclude paragraph 8 under conditions as it was no longer needed.

Mr. Paul Roos representing the applicant stated that Dick Towill had proposed the alternate site and it was a better site for all concerned.

ACTION Unanimously approved as amended (Arisumi/Apaka).

ITEM H-14: **CDUA FOR THE LOWER KULA WATER TREATMENT PLANT EASEMENT C, MAKAWAO, FOREST RESERVE, MAKAWAO, MAUI, TAX MAP KEY 2-4-16:02; APPLICANT: COUNTY OF MAUI, DEPARTMENT OF WATER SUPPLY; AGENT: ECM, INC.**

Mr. Wilson and Mr. Suehiro stated that they had reviewed the conditions and were comfortable with them.

ACTION Unanimously approved as submitted (Arisumi/Apaka).

ITEM H-11: **TIME EXTENSION REQUEST FOR WORK ON MARINA FACILITIES AT "THE PENINSULA," DEVELOPMENT IN HAWAII KAI, EAST OAHU, TAX MAP KEY 3-9-08:35; APPLICANT: NANSAY HAWAII, INC.; AGENT: SEA ENGINEERING, INC.**

Mr. Evans introduced Ms. Alyss Dickson, a summer intern in his office, who made the presentation.

Mr. Dick Reagles from Nansay and Mr. Bob Rocheleau appeared before the Board. Mr. Reagles stated that they were in the processing of finalizing the financing package.

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM H-9: **AMENDMENT TO TITLE 13, CHAPTER 2, HAWAII ADMINISTRATIVE RULES, IN ORDER TO DESIGNATE AN APPROPRIATE SUBZONE FOR LAND RECENTLY CLASSIFIED WITHIN THE STATE CONSERVATION DISTRICT, WAIKANE, OAHU**

Mr. Evans noted that pursuant to a legislative resolution, the Board would hold a public hearing on the proposed subzone designation at Waikane Valley. Mr. Evans explained that the process is to receive the greatest diversity of public input on the proposed rule. Mr. George Cooper, Mr. Eric Maehara, and Wendy McCallister briefly commented on the upcoming rule hearing.

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM H-7: **REQUEST FOR A TIME EXTENSION ON CDUA OA-2436 FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE, KANEOHE, KOOLAUPOKO, OAHU, TAX MAP KEY 4-4-13:34; APPLICANT: COLIN DESILVA; AGENT: DONALD H. CHUNG**

Mr. Evans stated that conditions had been imposed on the applicant--one being that the work be done during the summer months. Mr. Evans stated that the recommendation is for approval. In answer to a question from Ms. Himeno, Mr. Evans stated that the past practice of the Board has been to declare applications null and void in cases where applicants are unable to start construction within the time-frame imposed by the Board and have not applied for the time extension. The present applicant, however, contends that there is another applicable rule, being Chapter 1 of the administrative rules.

Mr. Donald Chung stated that there were extenuating circumstances in his client's case. He said the original application was granted in March 1991 with construction during the summer months only. The only summer months would be the summer of 1991. Taking into consideration design time, permit approval time, it was unrealistic.

Mr. Evans explained that the constraint that work be done only during the summer months was because of the difference in rain. The difficulty of the project during the winter months was that the potential for run-off was much greater than the same construction being done during the summer months.

Ms. Himeno moved for executive session to consult with counsel (Himeno/Arisumi). The Board met in session from 12:05 to 12:35 p.m.

ACTION Ms. Himeno moved for deferral until an opinion could be obtained from the Attorney General as to whether the rule cited applies to the present situation. Seconded by Mr. Yuen and unanimously approved.

ITEM F-1-a: DOCUMENT FOR BOARD CONSIDERATION: RESUBMITTAL--ISSUANCE OF REVOCABLE PERMIT TO OLOMANA GOLF COURSE, INC. GOVERNMENT LAND AT WAIMANALO, KOOLAUPOKO, OAHU, TAX MAP KEY 4-1-13:2

Mr. Jimmy Gomes and Mr. Sherman Hee stated that they agreed with the facts presented by Mr. Young. They indicated that Mrs. Farm was paid \$90,000 for the permit. Mr. Yuen and Mr. Arisumi expressed concern over that aspect, and Mr. Arisumi stated that he would like to obtain legal counsel during an executive session. The item was deferred to the end of the agenda.

ITEM F-2: PUBLIC AUCTION SALE OF A TELEVISION TRANSLATOR FACILITY LEASE, HUMUULA, NO. HILO, HAWAII, TAX MAP KEY 3-8-01:POR. 1

and

ITEM F-3: PUBLIC AUCTION SALE OF A TELECOMMUNICATIONS FACILITY LEASE, HUMUULA, NO. HILO, HAWAII, TAX MAP KEY 3-8-01:11

ACTION Unanimously approved as submitted (Yuen/Arisumi).

ITEM F-8: CONVEYANCE OF FORMER RAILROAD RIGHT-OF-WAY, 40-FT. WIDE AT WAIANAE-KAI, OAHU, IN FEE SIMPLE TO THE CITY AND COUNTY OF HONOLULU

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM F-9: RESUBMITTAL--AUTHORIZATION TO ISSUE DIRECT LEASE TO HALE OPIO KAUAI, INC. KAUAI

Mr. Young stated that staff in its submittal presented a chronology of the events that have transpired since the inception of the action. He stated that at the meeting on Kauai staff attempted to present to the Board a recommendation but action was deferred and the Chairperson's Office and the Land Management Division would attempt a settlement with Hale Opio. A letter was presented to Hale Opio offering two lots: Kapahi and Wailua. Unfortunately, the parties were unable to get together. A response from Ms. Barela stated that they were willing to take Wailua and Omau but not Kapahi, and if they could not have Wailua and Omau they would take Wailua with \$150,000 reimbursement for the costs incurred

in purchasing the Lawai property. Two statements in the chronology were pointed out: One, the staff's contention that the decision on which the State-owned sites, number of sites to be conveyed, rests solely with the discretion of the Board. It is staff's contention, Mr. Young stated, that there are no existing agreements in connection with this matter that state otherwise and that the complaint and concerns of Hale Opio are unfounded. Second, the Land Board's approval of the Wailua and Kapahi sites would commit a total of four sites nearly 6.5 acres, which is 1.5 acres in excess of the 5 acres at Makuahena and that it would be consistent with the memorandums of agreement entered into with the federal government and Hale Opio.

Mr. Young recalled that the Board did approve a lease at Kapahi for a house lot and one at Kapaa for administrative facilities.

Mr. Young explained that the first MOU between the State and the federal government was to provide for the relocation of Hale Opio from the Makuahena site at Poipu, and the State would look for a five-acre site for Hale Opio for relocation. If the State were able to accommodate Hale Opio it would also include a 89.9 acre parcel at Maili. Once Hale Opio was satisfied, the State would be conveyed the Maili parcel. The State would then use the Maili parcel as part of the settlement with Hawaiian Homes.

The second MOU entered between the State and Hale Opio covered the use of \$1.5 million from Congress. The MOU also stated that there would be a good effort towards locating a "site or sites." This is the difference with the federal MOU. The first request came from Alan Smith on September 25, 1989, submitting three sites, which was subsequently revised where they were looking for four or five sites. There was an "uproar" from the community of having Hale Opio in their backyard and a Citizens Advisory Task Force was established. The Board then approved the conveyance of two leases--one at Kapahi and the other at Kapaa. Subsequent to that, the site at Hanapepe was deferred at the July meeting and at that time Mayor Yukimura asked to assist the Board in locating a suitable site. It never panned out and in April of 1992, Hale Opio filed a complaint with HUD.

Mr. Young pointed out that the two sites being recommended were on the selection list of the task force. He also said that the Omau site is not suitable and is under active lease.

Ms. Barela pointed out that on page 2 of the submittal it stated that construction shall be limited to not more than one single family residence under each lease. She said at a community meeting, Hale Opio, Mr. Young and the Kauai agent presented to the community that there would only be one house on any site. Now, she said, they're talking about one house on each lease but there would be two houses on the same site. She said that the two houses would cause more problems with the community.

She also pointed out that the submittal stated that Hale Opio is currently sitting on five acres of federal land. She said they have 13+ acres and the intent in negotiating with the federal government is that Hale Opio is licensed for 15 children and the intent was to relocate three homes, five children each. The report states that Hale Opio changed its mind. The first agreement was signed and within 30 days, Hale Opio requested multiple sites although it was never put in writing. She said they acted in good faith and asked that the agreement be amended and it was suggested to Hale Opio that it would hold up everything further and that everyone understood that it would be three separate sites in the community and one site would be for administration. The site was purchased for \$185,000--not \$150,000.

She said they did get the Kapahi site and she said they have not yet received the lease document. She said the site at Omau was given by the department as a possible site on a year-to-year lease and was being used for grazing purposes. She said that fencing was ruled as being discriminatory.

She said currently they have three sites: Kapaa, Lawai, and Kapahi. She said their objection to Kapahi was that Hale Opio would have two residences at the same site. She said they are asking the State for a total of three sites.

Mr. Young stated that the State is currently offering 6.5 acres.

Mr. Robert Yasuda expressed concern that the relocation process has taken over two years. Mr. Apaka reiterated that it was the Board's decision on which sites would be conveyed.

ACTION: Unanimously approved as submitted (Apaka/Arisumi).

ITEM H-5: EXTENSION OF TIME REQUEST FOR CDUP OA-2051 SINGLE FAMILY RESIDENCE AT LANIKAI, OAHU; TAX MAP KEY 4-3-2:01; APPLICANT: RALPH AND BETTY ENGLESTAD; AGENT: BENJAMIN MATSUBARA

Mr. Evans stated that the staff recommendation was approval of the extension. He said the reason for the last deferral was to allow the Lanikai Community Association to develop and present to the Board some concerns they had. He said the basic recommendation is to grant the time extension and also includes a condition that the house be no greater than the existing surrounding houses--that it be no greater in size than the largest home in the surrounding area--meaning neighborhood. He said that there was an additional recommendation that the residence shall be sited below the 200 foot elevation level. The reason for these recommendations, he said, is that staff has reviewed concerns and court cases, noting First English, Noland, and within the past month, Lucas. Notwithstanding those cases, he said the staff is comfortable in asking for conditions 2 and 3.

Mr. Evans explained that the house is currently sited at 310 feet and indicated the area on the maps.

Ms. Himeno asked Mr. Evans how large the neighborhood was. He stated that the immediate property surrounding the property is urban in nature and with single-family residences, and that is the area he is referring to. He said the largest house in that area, based on information given to him, was 8,000-10,000 square feet. He said absent any landscaping the probability was that the house could be seen. He said that if the house were moved, the driveway would have to be modified and shortened. If it constructed in the proposed location, Mr. Evans said he wished to add a caveat that there would be some flexibility on the site as long as the site were under the 200 foot level.

Mr. Benjamin Matsubara said:

(1) regarding the time limit, the concerns raised in the report by the Attorney General's office relate to the fact that an open-ended time period would not be acceptable. He said the concern could be resolved if a provision for annual reports were added. He said, for example, they have currently a dispute with the City regarding the necessity for an SMA application, and that is now on appeal in the Hawaii Supreme Court. He said they are unable to do anything until the case is decided. He said it would give them flexibility in the case where the court does not rule until a later date.

(2) concerning the size of the dwelling, he said he had no problem with the largest house in the Lanikai community as opposed to the largest house in the neighborhood.

(3) regarding the 200 foot elevation, the community concern was visibility so his clients brought the house down to the 275-foot elevation line, allowing them to back the house onto a shelf with minimum grading and excavation.

He said one of the concerns raised was the flooding and rain, and the house was, therefore, designed in such a way to prevent that from occurring. He indicated the present sheet flow on the maps. He said to curtail that problem, the driveway was designed to act as a dike so that the sheet flow would be redirected to culverts, and gutters. It would reduce the flow to residents at the bottom of the hill. He said everything has been engineered for that location and believes they have accommodated the flooding and visual concerns.

Mr. Matsubara stated that the largest house in the area he believed to be the Paul Mitchell house, 10,300 square feet according to the records. Another home close by is the Amos home, approximately 8,000 square feet. He said he believed that house was on the model.

Mr. Matsubara stated that the space between the existing homes on Lapa Place and the present site provides a buffer so during construction it would hopefully lessen the impact during construction. It also serves as a fire break he said.

Ms. Molly Shote, 25-year resident of Lanikai and secretary of the Community Association, presented the written testimony of Barbara (Hoppy) Smith, who was unable to be present. She commented on Mr. Matsubara's request to use the Lanikai community as a guide on the house size. She pointed out that the Mitchell home is not in conservation land and that there was a big difference in a house on a hillside in conservation and a private home on a flat area. Another point she commented on was a "forced delay," using as an example the court case still pending. She wanted to know what was considered reasonable. She said that during the 10-year period, the applicants have not proceeded in good faith. Ms. Shote asked to read Ms. Smith's comments:

"A brief review of this, the CDUP was not awarded on its merits but a court action due to discrepancies in the processing time-frame. The plans submitted with the application in 1987 were the exact same plans submitted with three previous applications beginning about 1982 that were denied or withdrawn. The applicants' agents met with the Lanikai Community Association Board and then with the community to present their plans prior to submitting the '87 application. They feel they took our concerns into consideration but the community feels otherwise, and they have never approached us again.

"Staff is recommending that the applicant be given a two-year extension in which to resubmit appropriate plans and complete construction. Said extension would begin at the date of approval by the Board. I am against the granting of the extension and most definitely against allowing the extension to begin upon date of approval. If the Board grants the extension, it should begin when the permit ran out, March 20, 1992; otherwise, the applicant is given four plus months free, which does not seem to be in keeping with the intent and purpose of DLNR rules and regs. DLNR staff seems to feel that no further restrictions can be added to the standard ones attached to CDUPs."

Ms. Shote stated the testimony was written before the current staff recommendation was made public and asked to delete that particular paragraph from her testimony.

"The applicant had ample time to submit the request for an extension in time for it to be placed on the Board's agenda before the permit lapsed. Their agent waited until the last minute to submit their request and staff did not place it on your agenda until a month after the permit expired. This, to me, is another indication of lack of good faith on the part of the applicants and their agents by waiting, once again, until the last minute to request action. Then, if the action is not to their liking, the agent immediately takes the matter to court. For example: (1) notifying staff at the last minute that they felt there was a discrepancy in the 180-day time-frame when they had at least four months to point it out.

"(2) the resulting court case based on the time-frame discrepancy.

"(3) the current dispute with the City over an SMA permit. The City Department of Land Utilization decreed in essence that it was necessary. The applicants and their agent did not appeal this decree within the allotted 60 days so they sued the City. The Circuit Court upheld the City's decree and again, the applicant and its agent resorted to the courts and appealed to the Supreme Court. I do not know the outcome of this case, however, apparently, if the applicant does not get what he wants, his agents will resort to the court.

"If the Board approves the staff recommendations, at the least the Board should add restrictions settling on the number of extensions it could request after this first one and insist that the applicant and their agents work more with the community to mitigate the impact of the project."

Ms. Shote said she has a list of concerns affecting the people who live directly below the project on Poopoo and Lapa Place. Number 1 is parking. Streets are about 15-20 feet wide with minimal shoulders 3-5 so there is very limited parking on or off the street, even small delivery vans and construction trucks block the roads and streets and it is unsafe for the residents. She asked, "Where will all the construction vehicles park?"

Her second concern--who is going to pay damage to the road bed caused by heavy truck hauling away excavated soil, certainly not the residents opposed to this project.

Three, damage to the box storm drain that crosses Poopoo Place. "Who pays for the damage to the drain, that's a crucial drain in the community storm drain system caused by heavy construction vehicles. Certainly not the residents who oppose this project."

Four, damage to trees. The shoulder strip that residents are required to maintain caused by construction vehicles and excessive parking.

Five, safeguards for the children due to increased traffic because of construction.

Six, damage from landslides, and

Seven, the water run-off problem.

The past president of the Lanikai Association stated that he did not feel the applicants had good cause for the extension. He voiced the same concerns as expressed by Ms. Shote and Hoppy Smith regarding the extension and size of the structure.

Ms. Pat Tummons stated that unlike most extensions presented to the Board, the present case was not a permit originally granted by the Board. In four times that the Board has taken a vote with sufficient quorum, all four times the Board has denied the requested permit so there was no obligation on the Board to grant the extension. She said that recognizing that applicant was acting under the authority of the court as opposed to the Board the applicant could have and should have exercised greater diligence in obtaining the permits. She said the City moratorium had no application to conservation district land and if the attorney believed it not to be so it was his burden to prove. If there is a delay caused by the Supreme Court action she contended that the delay could be shortened if the applicant simply did what the City was requesting--to obtain an SMA permit.

Mr. Tom Moore, lifetime resident of Lanikai, said his concern was the amount of landscaping to be done and the effect on drainage. Mr. Paty replied the matter wpi;d be addressed in the permitting process.

An architect from Lanikai said that just from a visual approximation she believed the homes in Lanikai to be 2,000-3,000 square feet and the larger 8,000-10,000 square foot homes are in the beach area. She said the unique quality of Lanikai is the hillside. Allowing the present construction plan will set precedent and destroy the hillside.

Mr. Evans pointed out that there are two issues today--the first being the extension and another being the request for a contested case hearing. He said the staff recommendation was to reject the request for a contested case hearing based on the advice of the Attorney General's Office.

Mr. Yuen moved for executive session to discuss the contested case request with counsel. The Board was in executive session from 2:25 to 2:40 p.m.

Mr. Louis Rose, Lanikai resident, requested that if and when the house plans are approved that the proposed house conforms to the City's zoning standards for the adjoining area, including height and other considerations.

ACTION Ms. Himeno moved to deny the petition for contested case hearing upon advice of legal counsel. The motion was seconded by Mr. Apaka and unanimously carried.

With regard to the time request, she moved to approve the staff recommendation with the following amendments:

* Concerning Condition No. 1 that all work and construction shall be completed within three years of this approval date, instead of two years.

* that the single-family residence shall be no greater in size than the largest home in the surrounding area as depicted in the model submitted to the Land Board, plus 10 percent.

* Condition No. 3 remains the same.

* Condition No. 4 remains the same.

The motion was seconded by Mr. Arisumi. Ms. Himeno commented that the time of construction should be increased one year because of the time constraints that the applicants are in and did not feel that two years was realistic and applicant would more than likely have to come before the Board again in two years. It may also add more pressure on the developer to "get going." With regard to the size, there is merit that the size consideration should take in the entire Lanikai community as opposed to the surrounding area but upon consideration the surrounding area was a more realistic circumference and the residence should be sited below the 200 foot elevation.

The item as amended was unanimously carried.

ITEM H-4: CDUA FOR A SINGLE FAMILY RESIDENCE AT KEEKEE, HAWAII, TAX MAP KEY 8-1-4:13; APPLICANT: WILLIAM AND RITA COWELL

Mr. Evans stated that this matter was deferred from the Kona meeting because the applicant had not been able to obtain SMA clearance from the County; however, the staff is faced with the 180-day time requirement. He said the staff recommendation is for denial based, at this point in time, primarily on the lack of clearance from Hawaii County on the SMA. He said he was informed yesterday that counsel for the applicant would be available and make a request to have this item withdrawn.

Mr. Evans addressed a previous concern of Mr. Yuen on the two separate structures; he said that a condition would be for only one structure.

Ms. Nani Rapozo, attorney for the Cowells, stated they asked for additional time for Mark Smith, the Big Island Historic Preservation Division, to make an on-site visit of the property. It was a request on behalf of the Big Island Planning Department; she said the request had been made several times during the pendency of the SMA application. However, she said Mr. Smith was unable to make the visit until July 18. His indication was that the two or three items had not been damaged; however, the County was not prepared to make a decision until they had an opportunity to review his report. She said she spoke with Kamalei Schoon of the office who indicated that the report was not ready for circulation; that the applicant would have an opportunity to review the report and was willing to sit down with the applicant to conform the plot plan with their concerns on the site. Ms. Rapozo stated they were willing to do that and accept any mitigation terms proposed so at this juncture they would like to withdraw their application and continue working with Historic Preservation and the Hawaii County.

Mr. Yuen asked whether she was asking to continue the deferral of the enforcement action to dismantle the structure. She said she believed it should take no longer than 90 days for the County to review the archaeological concerns and to come back with a plot plan and any adjustments.

ACTION Mr. Yuen moved to allow the applicant to withdraw the application, suspend the enforcement action of dismantling the structure for 120 days but if an application is not received by then the applicant be required to make a report and further suspension of the enforcement action and that this is being done on reliance upon applicants that they will accept any mitigation required by the Historic Preservation Division as a final condition of approval when the house comes up for approval. The motion was seconded by Ms. Himeno and unanimously carried.

ITEM F-5: MAKALEI HAWAII CORPORATION REQUESTS FOR FEE SIMPLE PURCHASE OF GOVERNMENT "PAPER ROADWAY REMNANT," AND DIRECT SALE OF UTILITY/SERVICE ROAD EASEMENT AND SEWER PIPELINE EASEMENT AT PUUKALA AND KAULANA, NO. KONA, HAWAII, TAX MAP KEY 7-2-06:POR. 17

Mr. Carl Carlson stated he concurred with the staff report.

ACTION Unanimously approved as submitted (Yuen/Arisumi).

ITEM E-2: APPROVAL OF A SIXTY-FIVE YEAR RESIDENTIAL LEASE DOCUMENT FOR THE THIRTY-ONE (31) ELIGIBLE RESIDENTS OF KAHANA VALLEY STATE PARK

Mr. Nagata stated that the approval of the lease document was deferred because of concerns expressed by the residents. He said the Chairperson met with the residents at May 28. The concerns centered on Exhibit C, which was revised and submitted for a meeting on July 15 with residents. He pointed out the proposed changes to the general lease as follows:

(1) Item 33 of the lease--building requirement. He said the item was revised to allow residents one-year term to construct a dwelling after the infrastructure is completed rather than when the lease is signed.

(2) Page 11--Project Manager. The residents requested that a kokua committee be established to review disagreements and lease violations and make recommendations to as far up as the Chairperson or at the Chairperson's discretion, the Board.

(3) Page 13--Exotic Plants. Basically, it was not a substantive change but a revision was deemed appropriate.

Exhibit C has been rewritten with assistance of the Attorney General's Office and the Native Hawaiian Legal Corporation. The draft was taken to Kahana Valley last evening, Mr. Nagata reported, and additional revisions were requested.

(a) Page 4--Family Vacation, Extended Illness. The residents would like to include Military Leave and Education as possible opportunities.

(b) Page 5, last paragraph, delete the phrase, "in order to provide flexibility in meeting park visitor's needs."

The highlights of the exhibit is that interpretive activities will include a wide range of interests that have been identified by Valley residents. The interests will be matched with park visitor interest.

Mr. Nagata further stated that park operations and maintenance activities will not be included as interpretive programs. Family members who are eligible to provide service hours include children between 14-18. Family members living outside of the Valley will also be included.

Excess hours beyond the 25 hours service requirement per month can be accumulated up to 150 hours. All activities must be scheduled in advance in order to receive credit.

It is recognized, he said, that the program is new and will change with experience and it was agreed that Exhibit C will need to be reviewed at least once a year, after a year's experience, or earlier if needed. The living park concept is expected to be refined through experience.

Mr. Nagata asked for approval of the lease draft no. 9 revised July 24, 1992, with the revisions requested.

Mr. Paul Lucas, attorney from Native Hawaiian Legal Corporation, stated he represented 26 of the 31 families. He said he has reviewed the documents and a good faith effort was made to resolve the residents' concerns. He commented that the advisory committee was created to annually review the interpretive program. He said the makeup of the committee is not spelled out. He said he recommended that the committee consist of residents, State Parks, and interested community organizations, which use the park and are committed to the park's role. State Parks assured him that the residents would be able to make recommendations on the makeup, including the goals and objectives of the advisory committee.

Mr. Lucas said the other concern which was not spelled out--the kokua committee-- would consist of three residents, plus an alternate, and it was felt the fairest way was that members be elected by the residents. The alternate would also sit as a member of the advisory committee. The kokua committee's concern was there might be a lot of work to do and suggested that there might be some kind of credit they could receive. A one year period was proposed where the committee would serve without any kind of compensation or credit. If there was a lot of hours put in, it was something they would like to suggest to the advisory committee. The same thing might apply to the advisory committee.

Mrs. Adela Johnson asked to address policy matters: Preservation and aloha spirit. She urged State Parks to rethink the total destruction of the historic settlement that is there now. She also said that the lease states that Parks will assist the Department of Human Services in placing residents with available Section 8 housing.

Concerning the interpretive program, Parks has not given residents a program plan per se, and is hopeful they will be receptive to suggestions. She said by not having a plan, the program does not address the ahupuaa concept or ohana value and lifestyles. She said quality and credibility need to be addressed in the plan.

She said another concern was the provision of natural materials, plants, etc. to the families for use in the interpretive program, which would reinforce the ahupuaa concept where they would have gathering rights.

She said the residents should be involved in the operation and administration of the interpretive program, and it should not be a "show and tell" program--that maybe a resident group similar to Friends of Iolani Palace could contract with the State to do the interpretive program in Kahana.

Ms. Ululani Beirne thanked Mr. Paty, Mr. Nagata and Mr. Lucas for the work and effort to make the program work. She suggested the option to pay in lieu of the 25 hours. Second, she suggested the ohana dwelling. She said there was some discussion and that the Department of Health had a ruling on septic tanks. Another concern was kupuna housing, similar to the senior citizen program in Kahuku. Ms. Beirne said that commercial operations needed to be addressed. The last item, she said, was that details on the advisory committee should be spelled out.

Mr. Ben Schaefer stated that he was in agreement with the general lease.

Mr. Lucas stated that there needs to be a timetable to find out who can or cannot qualify. Mr. Paty felt that he believed everyone could be accommodated.

Mr. Paty expressed his appreciation for the kokua afforded him in working out the details of the program. Mr. Nagata acknowledged the expression of appreciation but stated that there were many previous board members involved, the Attorney General's Office deputy attorneys general, Deputy Dona Hanaike, Mr. Young, Mr. Uchida and the Land Management staff, and the Division of Water and Land Development. He said they would try to get more information on the infrastructure by having the consultants come out to meet with the residents.

ACTION Mr. Arisumi moved for approval, with a second by Ms. Himeno. The motion was unanimously approved.

ITEM H-12: TIME EXTENSION REQUEST FOR CDU PERMIT OA-2433 FOR AN AFTER-THE-FACT SEAWALL AND OTHER IMPROVEMENTS ON STATE-OWNED LAND AT KANEOHE, KOOLAUPOKO, OAHU; SEAWARD OF TAX MAP KEY 4-7-16:60; APPLICANT: JAMES F. GREGORY; AGENT: R. RICHARD ICHIHASHI, ATTORNEY AT LAW

Mr. Evans explained the caveat on page 3 discussing a follow-up site visit because of concerns on activities that occur in conservation districts and wanted DOCARE to verify the agent's statement. He said there was one workshop to be demolished but as of this morning still remained. Mr. Evans stated that applicant's attorney advised him that he has obtained a demolition permit for part of the structure and was awaiting permission to enter into the adjacent State land to demolish. Mr. Evans asked to modify the original recommendation:

1. Violation. That there is a remaining structure on the property today. Notwithstanding the applicant has obtained a demolition permit, he needs to work with staff to go onto State land. The applicant shall remove it within 90 days. The applicant shall notify the department when the structure has been removed and failure to do so, the matter would be turned over to the Attorney General's office and would also include administrative costs.

2. On the question of the time extension, it was recommended that the Board approve the extension, subject to four conditions:

(1) That the applicant comply with the first part relating to the violation.
If he fails, that application permit is null and void.

(2) The applicant has one year to initiate construction work from date of approval.

(3) That he notify the department in writing when construction is initiated and completed.

(4) The original conditions of the May 10, 1991, meeting remain in effect with the exception of conditions of 6 and 12, which were previously modified.

Mr. Ichihashi stated that they were in the process of obtaining the easement and that the building would be demolished.

ACTION Unanimously approved as amended (Himeno/Apaka).

ITEM H-8: **SITE PLAN AMENDMENT RELATED TO CDU PERMIT FOR A TELECOMMUNICATION FACILITY, PALEHUA RIDGE, EWA, OAHU; TAX MAP KEY 9-2-05:13; APPLICANT: HAWAII PUBLIC RADIO (HPR)**

ACTION Unanimously approved as submitted (Himeno/Apaka).

ITEM A-1: **ASSIGNMENT OF DECLARATION OF RESTRICTIVE COVENANTS KAMAKAHONU NATIONAL HISTORIC LANDMARK AT LANIHOU 1 AND 3, NORTH KONA, HAWAII, TAX MAP KEY 7-5-6:24 (POR.)**

ACTION Unanimously approved as submitted (Yuen/Himeno).

ITEM D-1: **APPROVAL FOR AWARD OF CONSTRUCTION CONTRACT - JOB NO. 3-9W-J WAIKOLU DIVERSION DAM IMPROVEMENTS, MOLOKAI IRRIGATION SYSTEM, MOLOKAI**

ACTION Unanimously approved as submitted (Arisumi/Himeno).

ITEM D-2: **APPROVAL FOR AWARD OF CONSTRUCTION CONTRACT - JOB NO. 5-OW-G IMPROVEMENTS TO MAUNAWILI DITCH SYSTEM, WAIMANALO IRRIGATION SYSTEM, OAHU**

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM D-3: **APPROVAL FOR AWARD OF CONSTRUCTION CONTRACT - JOB NO. 5-OW-H ANIANI NUI RIDGE TUNNEL IMPROVEMENTS, WAIMANALO IRRIGATION SYSTEM, OAHU**

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM D-4: **APPROVAL FOR AWARD OF CONSTRUCTION CONTRACT - JOB NO. 10-OW-C KAWAIHAPAI EXPLORATORY WELL, OAHU**

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM D-5: **APPROVAL FOR AWARD OF CONSTRUCTION CONTRACT - JOB NO. 10-OW-D MOKULEIA EXPLORATORY WELL, OAHU**

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM D-6: APPROVAL FOR AWARD OF CONSTRUCTION CONTRACT - JOB NO. 17-HW-L HUALALAI EXPLORATORY WELL NO. 4258, HAWAII

ACTION Unanimously approved as submitted (Yuen/Himeno).

ITEM E-1: REQUEST FROM THE BIG ISLAND HUI OKINAWA ORGANIZATION TO CONDUCT A HAARI BOAT RACE IN PORTIONS OF WAILOA RIVER STATE RECREATION AREA

ACTION Unanimously approved as submitted (Yuen/Himeno).

ITEM E-2: See page 24.

ITEM F-1-a: DOCUMENT FOR BOARD CONSIDERATION: RESUBMITTAL--ISSUANCE OF REVOCABLE PERMIT TO OLOMANA GOLF COURSE, INC., GOVERNMENT LAND AT WAIMANALO, KOOLAUPOKO, OAHU, TAX MAP KEY 4-1-13:2

ACTION This item was deferred from the top of the agenda.

Mr. Yuen expressed his concern about "profiteering" on revocable permits and suggested a clause in the permit. Mr. Young stated he would work with the Attorney General's Office on that.

Unanimously approved as submitted (Arisumi/Himeno).

ITEM F-1-b: DOCUMENT FOR BOARD CONSIDERATION: ASSIGNMENT OF GENERAL LEASE NO. S-5057, LOT 11 PUU PELE PARK LOTS, WAIMEA (KONA), KAUAI, TAX MAP KEY 1-4-02:12

ACTION Unanimously approved as submitted (Arisumi/Himeno).

ITEM F-2: See page 16.

ITEM F-3: See page 16.

ITEM F-4: LAND EXCHANGE BETWEEN STATE OF HAWAII AND RICHARD SMART TRUST INVOLVING STATE-OWNED LAND AT HONOKAIA, HAMAKUA, HAWAII AND PRIVATELY-OWNED LAND AT WAIPUNALEI, NO. HILO, HAWAII, TAX MAP KEY 4-6-11:11 AND 12 AND 3-7-01:3, RESPECTIVELY

Mr. Young asked that the Board consider approving the exchange in principal because staff needed to get back to the Board on the appraisal and the EA.

ACTION Unanimously approved as submitted (Arisumi/Himeno).

ITEM F-5: See page 22.

ITEM F-6: See page 2.

ITEM F-7: WITHDRAWAL OF STATE LAND FROM GOVERNOR'S EXECUTIVE ORDER NO. 505 AND CONVEYANCE IN FEE SIMPLE TO COUNTY OF MAUI FOR MALAKO STREET WIDENING AT WAILUKU, MAUI, TAX MAP KEY 3-4-07:POR. 1.

ACTION Unanimously approved as submitted (Arisumi/Himeno).

ITEM F-8: See page 16.

ITEM F-9: See page 18.

ITEM F-10: **DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES ON BEHALF OF DEPARTMENT OF WATER, COUNTY OF KAUAI REQUEST FOR GRANT OF PERPETUAL, NON-EXCLUSIVE EASEMENT FOR WATER METER PURPOSES, WAIMEA CANYON SCHOOL, WAIMEA, KAUAI, TAX MAP KEY 1-2-06:POR.33**

ACTION Unanimously approved as submitted (Apaka/Arisumi).

ITEM F-11: **AUTHORIZATION TO TERMINATE GENERAL LEASE NO. S-5041 TO MR. GERALD SANCHEZ, LOT 86, KOKEE CAMP SITE, WAIMEA (KONA), KAUAI**

ACTION Mr. Young asked to withdraw this item as the lessee paid the delinquency.

ITEM F-12: **SUBLEASE OF COMMUNICATIONS TOWER AND COMMUNICATIONS EQUIPMENT BUILDING SPACE FOR DEPARTMENT OF HEALTH AT KULANI CONE, KEAUHOU, KAU, HAWAII, TAX MAP KEY 9-9-01:POR. 7**

and

ITEM F-13: **SUBLEASE OF COMMUNICATIONS TOWER SPACE FOR DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, HAWAII PUBLIC BROADCASTING AUTHORITY AT KULANI CONE, KEAUHOU, KAU, HAWAII, TAX MAP KEY 9-9-01:POR. 7**

ACTION Unanimously approved as submitted (Arisumi/Apaka).

ITEM F-14: See page 6.

ITEM H-1: See page 14.

ITEM H-2: See page 14.

ITEM H-3: See page 14.

ITEM H-4: See page 22.

ITEM H-5: See page 21.

ITEM H-6: **TIME EXTENSION REQUEST FOR CDUA-OA-2441 FOR PROPERTY CONSOLIDATION, RESUBDIVISION AND SINGLE FAMILY RESIDENCE AT TANTALUS, OAHU; TAX MAP KEY 2-9-55:04; APPLICANT: DR. AND MRS. J. GROBE; AGENT: DON S. KITAOKA**

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM H-7: See page 16.

ITEM H-8: See page 25.

ITEM H-9: See page 15.

ITEM H-10: AMENDMENT TO TITLE 13, CHAPTER 2, HAWAII ADMINISTRATIVE RULES, IN ORDER TO COMPLY WITH ACT 059, SIXTEENTH LEGISLATURE, 1992, RELATING TO CONSERVATION DISTRICT

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM H-11: See page 15.

ITEM H-12: See page 25.

ITEM H-13: See page 15.

ITEM H-14: See page 15.

ITEM K-1: CONTINUANCE OF REVOCABLE PERMITS, DIVISION OF BOATING AND OCEAN RECREATION

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM J-1: RESTAURANT AND LOUNGE CONCESSION LEASE, KAHULUI AIRPORT, MAUI

ACTION Unanimously approved as submitted (Arisumi/Apaka).

ITEM J-2: CONSENT TO SUBLEASE, HONOLULU INTERNATIONAL AIRPORT, OAHU (DFS HAWAII, A DIVISION OF DFS GROUP L.P.ROBERTA B. FITHIAN DBA TIARE ENTERPRISES)

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM J-3: APPLICATION FOR ISSUANCE OF REVOCABLE PERMIT 4889, HONOLULU INTERNATIONAL AIRPORT, OAHU (ROBERT S. WHITTINGHILL)

ACTION Unanimously approved as submitted (Himeno/Arisumi).

ITEM J-4: RENEWAL OF REVOCABLE PERMITS 2066, ETC., AIRPORTS DIVISION, ITO, LIH, HNL,KOA, OGG, HDH, MKK

ACTION Ms. Himeno asked to be recused. Approved as submitted (Arisumi/Apaka).

ITEM J-5: ISSUANCE OF REVOCABLE PERMIT, HARBORS DIVISION, THIRD FLOOR, CONTROL TOWER BUILDING, PIER 1, FORT ARMSTRONG, HONOLULU HARBOR, OAHU (WALDRON STEAMSHIP CO., LTD.)

ACTION Unanimously approved as submitted (Himeno/Apaka).

ITEM J-6: CONTINUANCE OF REVOCABLE PERMITS H-88-1484, ETC., HARBORS DIVISION

ACTION Unanimously approved as submitted (Himeno/Apaka).

ITEM J-7:

AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO CONVEY THE REAL PROPERTY INTEREST OF PORTION OF ALAPAI STREET, LUSITANA STREET, LUNALILO STREET AND KINAU STREET, STATE HIGHWAY SYSTEM AGREEMENT SUPPLEMENT NO. 4, OAHU (CITY AND COUNTY OF HONOLULU)

ACTION

Unanimously approved as submitted (Himeno/Apaka).

ITEM J-8:

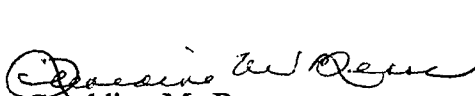
AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO DISPOSE OF HIGHWAY REMNANT, KAHEKILI HIGHWAY BD-66-320, KAHALUU CUTOFF ROAD, OAHU (CITY AND COUNTY OF HONOLULU)

ACTION

Unanimously approved as submitted (Himeno/Arisumi).

ADJOURNMENT: There being no further business, the meeting was adjourned by the Chairperson at 4:03 p.m.

Respectfully submitted,


Geraldine M. Besse

APPROVED:



WILLIAM W. PATY, Chairperson