

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

DATE: FRIDAY, SEPTEMBER 26, 2008
TIME: 9:00 A.M.
PLACE: KALANIMOKU BUILDING
LAND BOARD CONFERENCE ROOM 132
1151 PUNCHBOWL STREET
HONOLULU, HI 96813

Chairperson Laura Thielen called the meeting of the Board of Land and Natural Resources to order at 9:04 a.m. The following were in attendance:

MEMBERS

Laura Thielen
Jerry Edlao
Ron Agor

Timothy Johns
Taryn Schuman
Dr. Sam Gon

STAFF

Dan Quinn, SP
Morris Atta, LD
Ed Underwood, DOBOR
Russell Tsuji, Land Deputy
Paul Conry, DOFAW

Dan Polhemus, DAR
Sam Lemmo, OCCL
Barry Cheung, LD
Debbie Ward, ADMIN

OTHERS

Vince Kanemoto, Deputy Attorney General
Kippen de Alba Chu, Item E-3
Robert Klein, Item D-5
Theo King, Item J-1
Paul Mancini, Item D-7
McKenzie Manning, Item F-4
John Sakaguchi, Item K-2
Don Clegg, Item D-9
Patrick Maloney, Item D-10
Marti Townsend, Item F-5

Julie China, Deputy Attorney General
Frank Brandt, Item E-3
Brian Aburano, Deputy Attorney General
Scott Mercier, Item J-1
Janet Mandrell, Item J-2
Terrence George, Item D-16
Antone Carrillo, Item D-14
Robert Chong, Item D-11
Bob, Item D-13

{Note: language for deletion is [bracketed], new/added is underlined}

Item A-1 September 12, 2008 Minutes.

Member Gon amended Kaleo to Kaco on page 1 and Item L-4 on page 5.

Unanimously approved as amended (Johns, Agor)

Item E-3 Request for Final Approval to Add a New Subchapter 5 to Section 13-146, Hawaii Administrative Rules (HAR), relating to 'Iolani Palace State Monument.

OHA submitted written testimony.

Member Johns disclosed that his employer, Bishop Museum, had sent a letter in support of these rules regarding whether the items on loan to Iolani Palace are adequately protected. After discussing it with the deputy attorney general, this doesn't warrant him to recuse.

Dan Quinn with Division of State Parks reported that staff had statewide public hearings on these rules. Most of the verbal opposition was based on the State not having the authority to put these rules in place. Most of the written testimony was in support of creating these rules. After these rules were proposed and some hearings were held a group entered the grounds and broke into the palace which punctuated staff's need to adopt more stringent rules to protect the area. During the course of the hearings a couple points were raised that led to changes to the rules on the 2nd to the last page. The deputy attorney general looked at these changes and determined that they were non-substantive. Staff recommends adopting these rules, but changing #2 by deleting "in the Ramseyer format."

Member Gon asked would Dan characterize the list of permitted items under "c" to be final or will State Parks entertain adding items as they come up. Mr. Quinn replied when adopting rules staff tries to think through every possible scenario, but usually, other things turn up afterwards. There will be updates of the rules from time to time and staff will incorporate changes as they come up. This is a good first pass of everything that they could think of.

Member Gon asked if something comes up for staff's discretionary consideration, do you have discretionary consideration or do you have to re-change those. Mr. Quinn said that the Chair will always have some level of discretion. Discretion at the rule level is delegated to the Division. Staff would want to get a policy call from the Chair's office. It is not all that prohibitive. These are the kinds of activities that are permitted. Not all that restrictive. The idea was one set of activities that staff didn't want to happen on the grounds at all then catch the rest as permitted type activities. The Chairperson said the other way to read this is there are certain activities that are prohibitive such as unauthorized occupation of a structure. There are other activities that would trigger the requirement of obtaining a permit before doing them because they may have impacts on

sites, the safety of the sites or the character of the historic district. There are a whole series of things that don't require a permit. This is a state park and if you want to eat a brown bag lunch and listen to the Royal Hawaiian Band it doesn't require a permit and is not listed here. It's one of the general park activities under park rules. These rules say certain things cannot happen or certain things can that require a permit to ensure that safety and character is maintained.

Member Johns asked whether these rules would supersede any Native Hawaiian rights that might be in place under statute or constitution. We don't have to specifically list them in the rules in order to indicate that they be protected. Mr. Quinn replied that staff worked closely with the AG's Office to be cautious on that issue.

Member Edlao asked if a group wants to have a ceremony on the grounds they need a permit. Mr. Quinn said yes, it goes hand in hand with First Amendment Rules Chapter 13-7 which sets up a process for assembling and gathering. These rules were drafted with that in mind to every step. Chair Thielen added even under those circumstances you're only required to obtain a permit for groups of 25 or more and certain triggers are met. There might be certain activities that still occur that don't require a permit. If it's a ceremony with a small group of people not barbecuing or is not a wedding it may not require a permit. A small group of children having a brown bag lunch doesn't require a permit.

Executive Director for Friends of Iolani Palace, Kippen de Alba Chu presented his written testimony that they are in full support of the proposed new rules governing usage of Iolani Palace State Monument. In addition to their testimony submitted during the course of statewide public hearings, they wanted to point out that the security for both the buildings and its contents is currently their highest priority. They are going out to bid shortly after further consultation with DOCARE and Department of Public Safety to upgrade their existing security system and implement new digital technology. Therefore, they view the proposed new rules as part of an overall approach to securing the grounds and ensuring the safety and welfare of the general public, their employees and state employees who work on the grounds. In regards to the safety of artifacts, the Friends have contractual agreements with numerous other entities, including Bishop Museum, State of Hawaii, and Honolulu Academy of Arts for the public exhibition of numerous items in the Palace.

Member Johns recused himself after further discussion with the deputy AG.

Frank Brandt, a licensed landscape architect and professional land planner, testified as a Hawaiian he strongly supports the proposed new administrative rules governing the usage of Iolani Palace State Monument. The rules are needed to preserve the historic and cultural significance of Iolani Palace State Monument. He felt the penalties in the rules are too weak, but would rather have these rules in affect now than to have to go through the whole public process again. Non-criminal penalties would be good and should be much stronger.

Member Gon moved to approve staff's recommendation and Member Schuman second it.

Unanimously approved as submitted (Gon, Schuman)

Item D-5 Termination of Kona Kai Ola Development Agreement with Jacoby Development, Inc. for public lands at Kealakehe, North Kona, Island of Hawaii, Hawaii. TMK: (3) 7-4-08: 71, 999, and portion of 3.

Land Division Administrator, Morris Atta, informed the Board that Jacoby Development, Inc. (JDI) sent the Department a letter terminating the development agreement. In the letter, JDI made certain allegations about the Department which were untrue. Mr. Atta gave a brief overview of how JDI was selected as the developer under an RFQ/RFP, JDI's entry into a development agreement with the State, and the conditions that JDI had to meet under the development agreement. The conditions included providing a master development plan and core infrastructure plan, processing all required EIS, securing all necessary land entitlements and approvals, and providing satisfactory evidence that JDI was committed to and able to complete construction of the required core infrastructure. JDI encountered some obstacles and said that they weren't getting needed assistance from the Department. The Department said that while staff would assist where they could, JDI had the responsibility and expertise to work on the matters in question. Eventually, JDI felt that they could not proceed and sent the letter terminating the development agreement. Mr. Atta noted that there were fees still outstanding under the development agreement.

Member Johns said that a lot of time and effort on both sides went into this and that he would hate to see it go back and forth in posturing for litigation. He asked whether there was any way in which the project could be rehabilitated because the Board had previously thought it would be good for the State and the developer had thought it would be a good project. Mr. Atta said it appears to be JDI's position that given the obstacles, they can no longer work with the State on the project. From the State's viewpoint, he would like to see something proceed, but he couldn't speak for JDI.

Chair Thielen asked Mr. Atta whether the "obstacles" he referred to were things like obtaining Hawaii county approval and the Army Corps of Engineers' requirement of a federal EIS for the project. Mr. Atta said that these were the "obstacles" from JDI's viewpoint. However, he noted that from the State's viewpoint these were part of JDI's responsibilities. The State has no control over county and federal agencies regarding the granting of entitlements or the requirement of environmental processes.

Member Johns asked what the status was with respect to JDI's proposed development of the adjacent DHHL lands. Mr. Atta said he understood that DHHL is proceeding with JDI on development of their portion, but that JDI is seeking forgiveness or a variance with respect to some of the lease rent owed to DHHL. Chair Thielen asked whether this project is a joint development arrangement that JDI has with DLNR and DHHL or whether JDI has two separate agreements with the two agencies. Mr. Atta confirmed it was the latter.

Member Agor wondered whether seeking entitlements from the county is a courtesy or law. Mr. Atta replied that it is the law. Obtaining county entitlements is a requirement for the project to go forward on the DLNR portion. It was noted that the DHHL portion is not subject to the same county requirements, although it may be subject to any federal EIS requirements.

Robert Klein, attorney for JDI, said that his client is willing to go forward to negotiate with the State instead of terminating the development agreement as long as there is an agreement on things such as the accrual of the development fees and lease rent. He felt that the Department is willing to continue in theory because the RFQ/RFP is being preserved. He didn't want to fight the State over \$50,000 because 2 months of litigation would cost more than that. His client is willing to go forward under the right circumstances. This started in 2003 and now its 2008. Hawaii is not in prime economic times. JDI is going forward with plans for the DHHL portion. It's better to have one developer to coordinate both sides of the project. He requested the Board to defer this matter to see if DLNR staff and the developer could work out something.

Chair Thielen asked to clarify what were the circumstances under which Mr. Klein's client was willing to move forward. The last time DLNR staff spoke with his client, his client was proposing that the DLNR land be "land banked", no development would move forward for a period of years, no processing of a federal EIS, no payments of any development fees would be made, and when economic times were better things would move forward. Are these the appropriate circumstances he was referring to? Mr. Klein replied there was talk about a park. Chair Thielen confirmed there was some talk about that, but the RFQ/RFP is about marina improvements. Mr. Klein reiterated that these are different economic times and there won't be a coordinated development if DLNR staff gets another developer.

Member Johns asked what would happen if the Board approves the recommendation regarding authorization of the Chairperson to negotiate post-termination matters. Mr. Atta replied there would be negotiations on anything that remains outstanding. Deputy Attorney General Brian Aburano said that this was to provide a means to deal with any post-termination matters - anything that is necessary to wrap up the termination. He noted that there is the matter of outstanding development fees.

Member Johns asked what would the Department do with the land. Mr. Atta said that the original intention was to keep the RFQ/RFP open. Chair Thielen added that the intention is to move forward with marina improvements which were the overall goal of the RFQ/RFP.

Member Johns said that this appears to mean going out for another developer and reiterating the process.

There was discussion about the recommendation. Member Johns questioned whether the Board could “ratify” JDI’s termination. Chair Thielen agreed it’s a matter of acceptance not ratification.

Member Gon pointed out that JDI elected to terminate the development agreement. It isn’t consistent with what he just heard from Mr. Klein about whether the Board could entertain a delay for better economic times and pursue a coordinated development. If it was the State saying to terminate the development agreement and the developer was coming in to ask for a delay, he could understand that. However, this he didn’t understand. Chair Thielen clarified that the submittal is in response to JDI’s letter electing to terminate the development agreement. Now Mr. Klein says his client is willing to go forward with amending the agreement. What she had heard from JDI in the past was that they wanted to cease any action on moving forward with the entitlements, not pay or defer paying the required development fees, and concerns JDI had with going through the county approval process and federal EIS requirements. Chair Thielen said that JDI had substantial concerns as to whether the marina improvements could go forward because of the Army Corps and federal EIS requirements, and adjacent federal park issues raised by the National Park Service. Chair Thielen stated that given the degree of uncertainty, lack of time period commitment, and not receiving any payments in the interim, the terms for moving forward with JDI did not seem to be a good option for the Department.

Russell Tsuji, Land Deputy and former Land Division Administrator who originally worked on this project, responded to Member Johns questions. The Department has not decided whether to go back out on the same RFQ/RFP because the requirement of the new marina raised concerns with the National Park Service (NPS) next door and the Army Corps which interpreted federal law as requiring a federal EIS for the entire project even though JDI had already gone through the State EIS process. He thought the Department probably would want to consider if it should go back out - to ask the Board to consider maybe this marina is not necessarily that important because of the hurdles presented in this case. Member Johns noted that from the developer’s standpoint, he could understand why they are disconcerted. The Board issued an RFQ/RFP for something that other governmental agencies are now saying is not a good idea after all. There are problems with a new marina. The NPS was always there and maybe their sister agencies controlling the land don’t want the new marina. He asked if discussions should continue with JDI or should the State move on.

Mr. Aburano clarified that there are two issues. One, what is the developer proposing to do at this point? He doesn’t know what the circumstances are under which the developer is willing to go forward. If one of the circumstances is a requirement that the State help JDI get a federal EIS for the entire property that is not a realistic condition. Second, if the project is going to morph into something significantly different from what was proposed under the original RFQ/RFP, he doesn’t know if it’s legally possible to amend the agreement to make that change. If that is what is being proposed, he doesn’t know if it’s worth it. Member Johns said we don’t know what is being proposed. He thinks that the question is whether it is worth having more discussions or have we reached the point

to call it quits. Mr. Aburano said up until JDI sent the termination letter; they mentioned certain things that the State can't do too much about - the federal and county requirements. After the Department responded to JDI's termination letter, staff didn't hear anything from JDI. Today, is the first time that staff is hearing that JDI is willing to move forward under certain circumstances.

Mr. Klein heard the Chair say that they would like to go out with an RFP to improve the marina. That has been the focus these past 6 years. She wants the developer to pay for it which is a hurdle that will face any developer. If there is a new RFP that eliminates the necessity of marina upgrades, then that would be a totally new project which he is not suggesting. But he totally agrees with the deputy attorney general we have an RFP and they are to perform under its parameters; not create an entirely new project. Yes, JDI did send in a termination letter, but he was hopeful when he heard that the Department still wanted to move forward with a project on the land. The Board can defer this action to see what happens during the negotiating process and see what changes are palatable for the developer. The easiest thing for the Board is to accept JDI's termination letter and fight over the \$50,000 which he didn't think was the best thing to do. He indicated that it would be better to have JDI develop the DLNR land since it is working on the project next door and knows the issues associated with the land better than anybody.

Member Johns asked what Mr. Klein wants to do. Is he willing to withdraw the letter of termination if they could enter into negotiations with the State on changing some of the conditions? The clock is ticking on development fees and would they like to defer some of them while they spend money on the required EIS? Member Johns questioned whether is it worth the Department spending more time on this.

Chair Thielen asked Mr. Klein if he agreed with Mr. Aburano that eliminating the marina portion of the development may not be legal or possible to do under the RFQ/RFP. Mr. Klein reiterated that he did because it would change the whole character of the project. There are a lot of hurdles with the marina.

Member Agor said he would like to give it another shot.

Chair Thielen said there is a question whether the Department should spend more time or not, but she sees there is a change because the developer now says it is willing to withdraw its termination under certain circumstances. It would be helpful to have some parameters on time frame and a clear proposal from the developer articulating the circumstances in writing under which it is willing to proceed with the development agreement.

There was a discussion by some members of the Board on whether to defer this matter.

Member Johns moved to defer for one month, asked the Department to meet with the developer, and to come back to the Board at the second meeting of October to report whether the agreement should be terminated. Member Edlao second it. It was unanimously accepted.

The Board:

Moved to defer for one month to provide Department staff an opportunity to meet with the developer and return with any recommendations on whether there are any common grounds on which the Department could continue working with the developer on this project.

Deferred (Johns, Edlao)

Item K-3 Land Board Briefing on the Development of a Comprehensive Management Plan for the Mauna Kea Science Reserve, Island of Hawaii, TMK: (3) 4-4-015:009

The Board may go into Executive Session pursuant to Section 92-5(a)(4), Hawaii Revised Statutes, to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities and liabilities.

9:55 am Member Johns moved to go into Executive Session. Member Gon second it. Adjourned for Executive Session pursuant to HRS §92-5(a)(4) to discuss its legal rights, duties, privileges, and obligations relating to this matter with the attorney general.

10:53 am Reconvened.

Chair Thielen announced that this item is a Land Board briefing and the Board will not be taking any action on it. She opened for public testimony and invited the University of Hawaii representative to attend the next briefing

Item J-1 Request the Board to Approve the Recommendations for the Issuance of Commercial Activity Permits for Kaanapali Beach, Maui

Written testimony was submitted by Scott Mercier of West Maui Parasail.

Division of Boating and Ocean Recreation (DOBOR) Administrator, Ed Underwood reminded the Board that at the May 9, 2008 Board meeting staff requested to reissue the ocean recreation management permits for use of the water, an addendum for loading/unloading of passengers, and requested that there be no commercial activity on Kaanapali Beach. There was community opposition to the latter. The Board requested staff go back out to public meetings and come back with recommendations. Staff worked with Land Division, met with the community on 2 occasions, and reviewed prior Board submittals and minutes. Staff recommended deleting items 6, 7 and 18 of the Kaanapali Beach Commercial Activity Permit, approved in 2003. These are the conditions that allow people to collect money, place signs, and tents on the beach. Regarding the set-up of beach chairs, cabanas, and umbrellas from the nearby hotels and condos, staff

recommends this practice may continue, but no pre-setting is allowed. The guest would rent a chair, cabana or umbrella for their immediate use then placed it on the beach. There will be a tag attached from where and who is renting it for what duration. There will be a 1 hour limit that these items may sit vacant on the beach if it exceeds that time limit, the item will be removed and then replaced when the guest comes back.

The commercial beach activities that support the commercial vessel operations: Primarily, the parasailing and jet-ski operators' set-up an umbrella and beach chair because they are out on the beach all day. Recognizing that, staff suggested workers is trained in CPR and first aid if there should be an emergency. Staff recommended they have a clipboard to sign liability waivers and forms.

Commercial surf schools: This needs to be consistent with Waikiki Beach therefore no storage of equipment is allowed on the beach. This does not preclude them from using the access ways.

New beach activities: Staff put a moratorium on the issuance of any new permits for 1 year so they can see what effect this will have on the beach. After 1 year if staff should be approached they will take it back to the community and then come back to the Board before issuing any new commercial use permits.

Existing commercial use permits for water related activities for embarking and disembarking of passengers on the beach: Staff requested designating the DOBOR administrator as its authorized representative in approving these permits. There are checks and balances within the division. Sending it to the Chair would be cumbersome.

Commercial Vessels: Staff would like to ensure that these vessels are required to operate according to federal and state regulations that are already in place. That they operate at slow speeds within 500' from shore and use ingress/egress zones shown on exhibit C.

Member Edlao asked how far up the beach is the cut off between state land and private property. Is it the sidewalk or the naupaka? Mr. Underwood replied it's the sidewalk because it's the cleanest line of demarcation on the beach. There shouldn't be any equipment stored on the beach seaward of that sidewalk. Currently, there is. Member Edlao reported being at Kaanapali and there was equipment all over the place and one business had 3 tents. He wondered if there was a set area on the beach. Mr. Underwood said staff recommends setting up near the ingress/egress zones that are established. Staff worked with Lahaina Harbor staff and is proposing to replace 30 buoys and will be marking those zones. Parasailing boats are permitted to come in as observed by Member Edlao. Chair Thielen cautioned that using the sidewalk for demarcation should be approached case by case where the high water mark is because some areas makai of the sidewalk is private property. Mr. Underwood said that staff will work with Land Division to determine.

Theo King, President of Pacific Jet Sports Kaanapali Beach Watercraft, acknowledged Mr. Underwood's and Mr. Atta's work and agreed with the recommendations.

Scott Mercier of West Maui Parasail supports the recommendations, but asked to change the rule to say a chair per employee instead of one chair because he has 3 people on the beach during the summer. They use two 6 foot umbrellas because they can be tilted and they aren't as cumbersome as the 8 foot. It was discussed to amend to say up to an 8 foot umbrella. Member Edlao felt going by square footage is not a good idea because pop up tents would look out of place. Mr. Mercier noted his competitor has 4 permits. He has 3 permits. Is it one umbrella per permit? It was discussed to have umbrellas clustered together. He could request a certain area. Member Edlao said he could live with up to 3 umbrellas per operator. Chair clarified one umbrella per permit no greater than 8 feet. Mr. Underwood warned to be careful because there are currently 30 permits for embarking and disembarking passengers. Chair said no operator should have more than 3 umbrellas regardless the number of permits held.

There was discussion about the signage under the umbrellas using a color code for certain activities like parasail, jet ski, etc. Every brochure and concierge has the colors listed.

Chair Thielen summarized one umbrella up to 8 feet per permit provided no one operator may have more than 3 umbrellas regardless the number of permits held. There was discussion about the number of chairs per employee. One chair per permit provided no one operator has more than 3 chairs regardless the number of permits held. Member Edlao moved to approve as amended. Second by Member Johns.

Unanimously approved as amended (Edlao, Johns)

Item D-7 Grant of Term, Non-Exclusive Easement to Napili Kai, Ltd. For Walkway, Stairs, Shower Station, Concrete Pier Block Remnants and Landscaping Purposes, Kaanapali, Maui, TMK: (2) 4-2-2: seaward of 4, 5, 7 and 4-3-2: seaward of 26, 27, 28.

Land Division Administrator, Morris Atta spoke on the background. After discussions with Office of Conservation and Coastal Lands, it was advised to allow the encroachment on state land to remain.

Paul Mancini representing Napili Kai and Greg Nelson, general manager of Napili Kai was here also. They reviewed the staff report and asked the Board to approve the recommendation. He suggested that the Chair to come up with the appropriate deposit amount and to move on.

Unanimously approved as submitted (Edlao, Johns)

Item J-3 Grant of Perpetual, Non-Exclusive Easement to The County of Kauai, Parks and Recreation Department, for Access and Maintenance of County of Kauai, Park Facilities, Kapaa, Kawaihau, Kauai, Tax Map Key: (4) 4-5-06:01.

Mr. Underwood from DOBOR asked to grant the County of Kauai an easement because they put in a walkway that encroached into boating property. Once the AG's office approves it the Chair will sign it.

Reid Ikemori was here to answer any questions.

Unanimously approved as amended (Agor, Gon)

Item J-4 Grant of Perpetual, Non-Exclusive Easement to Kauai Island Utility Cooperative for Utility Purposes, Kapaa, Kawaihau, Kauai, Tax Map Key: (4) 4-5-06: 01.

Mr. Underwood reported that it is similar to Item J-3 where electrical lines were run through boating property and staff would like to grant an easement.

Unanimously approved as submitted (Agor, Gon)

Item J-2 Denial of Request for Contested Case Hearing by Janet Mandrell

Mr. Underwood reminded the Board that this was presented at the May 23, 2008 meeting where staff discussed the parking plan for the Ala Wai Small Boat Harbor. Staff submitted the request for a contested case hearing to the AG's Office who in turn recommended staff deny this due to lack of standing.

Member Johns asked whether the AG's Office said it was due to lack of standing or was the item not contestable or both. Deputy AG, Vince Kanemoto said the contested case is not required by law. Member Johns said it could be that no one could have had standing because it's similar to the rule change.

Janet Mandrell reported she had gone on the issue of standing. No one would have standing. She is a live aboard and she felt she had standing. This is legislative like therefore policy making is not contestable? Chair Thielen clarified if it is legislative in nature then it is not contestable. It is not subject to a contested case hearing. Ms. Mandrell stated then all plans for public lands are unchallengeable. Chair Thielen said she cannot give her legal advice. It would be a case by case analysis. The matter she filed is not subject to the contested case process.

Unanimously approved as submitted (Schuman, Agor)

Item F-4 Request for Approval of a Special Activity Permit for Dr. Malia Rivera of University of Hawaii at Manoa, Hawaii Institute of Marine Biology, and Designated Assistants

Dan Polhemus, Division of Aquatic Resources (DAR) Administrator, explained they wish to collect marine life specimens around Kaneohe Bay, which will be kept alive in aquaria, and returned when they are done. Mackenzie Manning was here to answer any questions.

Unanimously approved as submitted (Edlao, Johns)

Item D-16 Amend Prior Board Actions Regarding the Proposed Land Transfer Approved on July 14, 2006, Under Agenda Item D-9, and as Amended on July 27, 2007 Under Agenda item D-9, Kawainui Marsh, Kailua, Oahu TMK: (1) 4-2-13:22; 4-2-16:portion 1, 5, and portion 6. (SUBMITTAL TO BE DISTRIBUTED)

Morris Atta from Land Division requested this item be withdrawn.

Member Johns asked the status. Chair Thielen explained that staff is working with the City to facilitate the transfer in a timely manner to begin the project with federal funds which will require a little more work. Although it's being deferred she called Terry George up to testify.

Executive Director of the Harold K. Castle Foundation, Terry George, confirmed what Chairperson Thielen noted. They have been lending their offices for the past year. He reiterated what the Chair said. The Army Corp ensures this money will be held over to next year. If the title transfer doesn't happen by October 2009 they will walk away from the entire project. Four million this federal fiscal year, additional moneys in future years plus any legislative moneys set aside to this project. They are hopeful and all parties are working diligently. He suggested the Board may need to interpret whether the steps laid out previously have been followed or need to be revised. Also whether the Phase I that was conducted met the requirements of all the appropriate inquiries that would allow the state be protected from liability under the 2002 revision of the Clean Water Act, its called bonafide buyer protection. Their attorney says that they meet this.

Member Johns deferred until further notice. Second it by Member Schuman.

Deferred until further notice. (Johns, Schuman)

Item K-2 Conservation District Use Application (CDUA) KA-3471 for After the Fact Construction of the Haena Steel Water Tank and Access Road, Site Improvements and Proposed Replacement of the Wainiha Booster Station by the County of Kauai-Department of Water Located at Wainiha, Hanalei, Kauai, TMK: (4) 5-8-002: 003 & 007

Sam Lemmo, Administrator for Office of Conservation and Coastal Lands, explained that the underground booster station at Wainiha has problems and the county wants to change to an above ground water tank to continue providing water to the area. Staff recommends approving with standard conditions.

John Sakaguchi from Wilson Okamoto representing the County of Kauai's Department of Water said that they had reviewed the report and conditions. They have no comments or objections and they are ready to proceed with the project.

Unanimously approved as submitted (Agor, Gon)

Item D-14 Issuance of Revocable Permit to Antone Carrillo for Residential Purpose and Cancellation of Revocable Permit No. S-6691 to Anita Pereira, Maili Lands, Waianae, Oahu, TMK: (1) 8-7-01:29.

Mr. Atta informed the Board on the background. Staff recommends cancelling the previous RP issued to his grandmother and a new one issued to him under the standard terms.

The applicant, Antone Carrillo, noted he received the request for the RP 2 days ago which was drafted at the beginning of this year. He proceeded to explain that the issue was the structures originally covered by a lease later covered by a permit by his grandfather. He gave some history on this matter. When his grandfather passed away the structures were to go to the state, but the state had no interest in them. He has been paying \$392/month for the land. Mr. Carrillo's concern was whether the improvements belong to the state or to him.

Mr. Atta said that the permit keeps the status quo per the Chair's questioning. Staff's appraiser approached this by discounting the value of the structures when calculating the rent under the permit. Mr. Carrillo was concerned with the rent increase. He had worked with staff to change the name on the permit to his.

Member Johns asked when was the appraisal report that the state had no interest. Mr. Carrillo replied 1992. Member Johns said that when Mr. Carrillo's grandmother died in 2004 that triggered this. Mr. Atta confirmed that the terms are to the end of the 1969 lease then it became a permit. Did the state get the lease in 1969 Member Johns questioned? Mr. Atta said any of these would trigger. In the remarks there were inaccuracies in the prior rental agreement. The state owns it now. Chair Thielen asked whether the terms and conditions in the new permit will be identical to the one held previously. Mr. Atta acknowledged that. Chair added the status quo continues.

There was discussion regarding the discounted rent on the land value. From \$1800 to \$600. Mr. Carrillo referred to the evaluation which is still at \$392 with the addition of new homes. The second inspection showed that the homes were 50-60 years old which brought down the value. He agreed with the lease where it reverts back to the state. Permits do not provide that it reverts back to the state. Chair Thielen said that the terms and conditions are identical with the past lease and new permit. She asked when was the last time his rent was increased. Mr. Carrillo said it came down from \$470 to the current \$392. He is willing to pay more. Those houses his grandfather built are his.

Chair Thielen said that the Board can only act on the issue before them per Sunshine Law. That is whether or not to issue an RP to Mr. Carrillo for residential purposes and cancel the one you and your grandmother had. The Board cannot act on the house ownership. Rent is \$600/month. Mr. Carrillo agreed.

Unanimously approved as submitted (Schuman, Agor)

Item D-9 Grant of Term, Non-Exclusive Easement to TLM Partners LTD for Seawall, Lanai and Landscaping Purposes, Niu, Honolulu, Oahu, TMK: (1) 3-7-02: 09 seaward.

Mr. Atta reported that staff met with OCCL who didn't have a problem with the encroachments remaining in place. Staff asked to approve recommendations.

Don Clegg of Analytical Planning Consultants representing the owner approved staff's recommendation, but requested that no placement of signs on the property by the state. Mr. Atta clarified that OCCL had suggested that signs be placed. Staff went with standard provisions that public access will remain open. They didn't know how that would be accomplished, but it didn't refer to placing signs.

There was discussion over OHA's letter. Mr. Atta said that staff has not deviated from anything before.

There was more discussion regarding signage which is not required by Land Division.

Unanimously approved as submitted (Schuman, Johns)

Item D-11 Forfeiture of General Lease No. S-4008, Walter and Evelyn Chong Trust, Lessees, Waimanalo, Koolaupoko, Oahu, TMK: (1) 4-1-027:014

Mr. Atta reminded the Board that this was brought before them on June 13, 2008 where the Board adopted staff's recommendation to terminate the lease. There were issues raised on rights to a contested case by the Chong's son, Bob Chong who is an attorney. He is here to raise the issue whether the Board action allowed the lessees to cure the lease within the 30 day period. It was staff's position that it wasn't what the Board authorized. The Board accepted staff's recommendation to terminate subject to the affected date of 30 days while contested case issues could be addressed. Since then the Chongs brought in the delinquent rent and additional sum. Is it the Board's intent to cure that lease or not because of intervening payment? Staff says it does not.

Member Johns asked as of today the lessee is fully compliant. Mr. Atta said fully compliant with the rental issue, but not the on-going agriculture use.

There was discussion with Member Edlao and Barry Cheung of Land Division regarding the delinquent rent. Mr. Atta noted recommendation to return additional moneys over what the delinquent rent was.

A conservation plan was provided per Mr. Chong, but staff hasn't reviewed it yet.

Robert Chong described what happened at the last meeting with the contested case petition. His parent's understood they had 30 days to pay up or the lease would be cancelled. They paid within 30 days. He never got a response to their request for a

contested hearing. Later he learned an opinion was provided to the Land Division on Aug. 7th, but he never got anything from the AG's office or the Land Division. His parents have made everything current on the payments. Since then his parents are still receiving notices to be compliant. He was curious why the Department has taken this position now to terminate the lease when everything has been made current.

Member Edlao asked when someone requests a contested case doesn't it put everything on hold. Deputy Attorney General, Vince Kanemoto, read the Board's action from the June 13, 2008 Land Board minutes, exhibit B. The Board clearly deferred any action to terminate the lease at that time. It has been in abeyance since then. He wasn't the attorney at that meeting.

Russell Tsuji, Land Deputy, noted that there was an appraisal/arbitration proceeding to establish the new rent; and if you don't like that decision the avenue is an appeal To the Circuit Court. A contested case is not the venue to contest a decision of the appraisal/arbitration panel--and that was the AG's point of view. Furthermore, a contested case is not available for a termination of a lease for failure to pay rent. Member Johns remarked that makes more sense. They are not challenging the rent anymore, they are in compliance. Shouldn't we let them stay? He doesn't see why not.

Mr. Tsuji said another issue is Act 90, the DLNR's transfer of certain agricultural leases to the Department of Agriculture. The DOA staff identified this Chong lease as one of those that they didn't want to take because the Chong's use of the property did not meet the DOA's standards for its agricultural leases. The question to DLNR staff is whether the Chong's use is consistent with the terms conditions of the DLNR lease--which is agricultural purposes/use. Member Johns said that is not before the Board. Mr. Chong exclaimed that they have 4 more years to this lease. Mr. Tsuji acknowledged that the Chong's have never been defaulted yet by DLNR for not fully utilizing the property for agricultural purposes. Member Johns also added that was not the basis or reason for the termination—the termination was for failing to pay the rent set by the appraisal/arbitration panel.

Member Johns moved to rescind the forfeiture and cancellation action taken by the Board based upon the fact that the rent has been paid and the lessee is no longer challenging the arbitrated rent set. Member Edlao second it.

The Board:

Denied. Due to the Department's acceptance of lessee's rental payments bringing lessee current while the matter was stayed as a result of a request for a contested case, the Board rejected staffs' recommendation to confirm the termination of the lease and return the excess rental payments that had been made. Instead, since the Board's prior decision to terminate the lease was based on lessees' delinquency for lease rent, the Board rescinded its prior decision to terminate the lease.

Board member Johns inquired whether the lessee, after bringing lease rents current, is now fully compliant with all terms and conditions of the lease. Staff pointed out that lessee's failure to fully utilize the lands for agricultural purposes continues to be an ongoing violation of the lease. However, upon further questioning from Board member Johns, staff confirmed that the Lessee was not formally defaulted for violating the agricultural use requirement. Consequently, that issue could not be used as a basis for terminating the lease at this time without first formally defaulting lessee for that violation and providing them the opportunity to cure that default.

Denied (Johns, Edlao)

Item D-10 Forfeiture of General Lease No. S-3854, Patrick Maloney and Nancy Maloney, Lessees, Waimanalo, Koolaupoko, Oahu, TMK: (1) 4-1-026:18.

Mr. Atta said that there was a history of violations of lease terms accompanying this lease. The lessees had been working with the staff to address a number of those issues, but there were two outstanding violations which resulted in this Board action. The remaining violations were the unauthorized use of the property and the existence of excessive unauthorized structures on the property.

Mr. Maloney, the lessee, addressed the issue why he thought his aquaculture use was acceptable under the lease. He felt that this was a question of semantics and terminology, and believed that his rationale for aquaculture use being acceptable under the lease was never addressed directly. Mr. Maloney repeatedly cited paragraph 42 and 18 of his lease and the lack of a definition for "truck crops" the statutes as a basis for his position. According to his research, using the online dictionary and other sources, "truck crop" means something to trade, barter or exchange. In the old days, "truck crops" referred to something a farmer could exchange in the market, and the lord could tax on the crops. Non-truck crops were grown for personal consumption and would not be taxed. Under the subject lease, Mr. Maloney argued that he was prohibited from growing grass for foliage and keeping swine. He justified his position by citing an alleged precedent that supports the cultivation of crops that do not exist at the time when a lease is made.

Chair Thielen inquired about the citation of an AG opinion in 2005 in today's submittal. Member Johns supplemented that the opinion stated that raising tropical fish was not permitted under the subject lease. Barry Cheung of Land Division responded that he did not recall a written opinion from the AG but rather that the advice was based on verbal discussions with the AG regarding the issue of whether aquaculture use was permissible under the lease when it was previously brought to the Board on August 12, 2005. That matter was deferred at that time to allow Mr. Maloney to discuss with the AG and correct the default. Chair Thielen wanted to know what actually was agreed in the 2005 Board meeting since any agreement in 2005 to accept aquaculture under the lease could have an impact on the case. Mr. Maloney informed Chair Thielen that there was no agreement in 2005.

While waiting for the copies of 2005 Board minutes, the Board went on to discuss the issue of unauthorized structure. Mr. Atta said that terms of the lease basically allowed one structure. Mr. Maloney stated that when his assignment of the lease was considered by the Board in 1984, there were two dwellings, an office structure, and several greenhouses on the property. He stated that the Board asked if he would live in the smaller dwelling while the assignee would live in the upper dwelling. At the 1984 meeting, the attorney representing the assignee told the Board that the second structure was allowed under the lease as an employee dwelling as long as the assignee is Mr. Maloney's employee. Mr. Maloney argued that there was no doubt in 1984 that the Board and the staff were aware of the two dwellings and other structures. Since then, Mr. Maloney claims the subject lease had passed the annual inspections and got its term extended without being questioned on the structures. He argued that it was reasonable to assume that everything was in order. Recently, it was discovered that the small house and the office structure did not have building permit. He asked for an opportunity to correct the situation by working with the staff and the city to get an after-the-fact permit for these structures. He asked the Board consent to the second existing dwelling. Mr. Maloney claimed that the other buildings on the property had legitimate building or relocation permits, and that the lease did not require prior written approval from the Board for these structures, only for existing second dwelling. Mr. Maloney reiterated that these structures were on the property since the 1960s'. He assumed that if the structures got building permit, they had to be approved by DLNR.

Chair Thielen did not agree with Mr. Maloney's assumption and said that the county's building permit had nothing to do with the Board. Member Johns asked if the Board approval, under the lease, was required for the second dwelling or two dwellings. Mr. Atta responded that the standard lease conditions require prior Board approval for any structure. Member Johns clarified that his question was if the Board could approve additional structures under a lease which specified the number of structures that could be placed on the property. He said that any change in the specific number of structures allowed in a lease would trigger the concern pertaining to the public auction process.

Member Johns asked if Mr. Maloney was asking the Board to issue after-the-fact approval for two additional dwellings and one office structure. Mr. Maloney replied that there were only two dwellings on the property. Chair Thielen clarified that one additional dwelling is allowed under the lease. Member Johns wanted to know what was the lease condition regarding the office structure. Mr. Atta advised the Board that prior approval from the Board was required for such structure and that such Board action would not trigger any amendment of the lease. Chair Thielen suggested waiting for copies of the 2005 Board minutes and then resume the discussion. In the meantime, she moved on to Items C-1 and D-13.

Mr. Cheung returned to the meeting and distributed the 2005 minutes, and he corrected his prior statement regarding the existence of a written AG opinion. Chair Thielen stated that the 2005 minutes did state that aquaculture was not permitted and the Board was not allowed to amend the lease. While Mr. Maloney reiterated his argument that aquaculture should be permitted under the lease, Chair Thielen repeated that the AG opinion was

clear and the Board could allow aquaculture in the new lease when it was put up for public auction. Mr. Maloney asked if he could contest the AG opinion. Chair Thielen responded that Mr. Maloney was directed to discuss with the AG regarding his position on the permitted use but it did not happen three years ago. Mr. Maloney said that when he met with Mr. Russell Tsuji, who was the DAG at that time, Mr. Tsuji asked if he could grow something else. Chair Thielen said that it indicated the DAG did not agree to Mr. Maloney's position on the permitted use. Mr. Atta noted that the submittal indicated that Mr. Maloney agreed to stop the aquaculture operation at the meeting, and would inform the staff when he resumed his nursery operation. Mr. Maloney disagreed with the statement. He went on to say that he said he would look into it, and pointed out that he would not give up his aquaculture business.

Chair Thielen stated that aquaculture was not permissible under the lease, and any continuance of such activity was a violation of the lease. She advised Mr. Maloney that he had two options; switch to another crop permitted under the lease or bid at an auction for a new lease which would allow aquaculture. Mr. Maloney said he understood the Board's position.

Mr. Maloney asked the Board if he could change to an alternative use pursuant to 171-36 without changing the term of the lease. He wanted to get aquaculture accepted before he asked for a lease extension before the lease expired in a year. Mr. Atta said that the subject lease which was an old lease does not allow aquaculture. Also, the Board could not amend the material terms of the lease because it was sold at an auction. Mr. Atta further explained that 171-36 was applicable when the lease allowed aquaculture. Chair Thielen added that the Board was bound by the AG opinion regarding the use of the lease, in addition to the fact that the lease was sold at an auction.

Mr. Maloney asked if there was any remedy to convince the AG regarding his position. He said he told Mr. Tsuji resuming to orchid operation did not make any economic sense, and he did not agree to give up his aquaculture business. Chair Thielen responded that there would be a problem if Mr. Maloney wanted to continue his aquaculture operation and asked for a lease extension. Chair Thielen reminded Mr. Maloney that he had two options; change to new crop or bid at the auction. Mr. Maloney acknowledged the Board's position and he asked for additional time to put on different crops.

Mr. Atta asked Mr. Maloney if he could bring the lease into compliance within the time remaining on the lease. Mr. Maloney advised the Board that he could do it by shifting from aquaculture to fruit trees. Chair Thielen added that if the shift did not happen before the expiry of the lease term, there would be no lease extension.

Mr. Atta raised his concern whether the Board has the authority to issue after-the-fact approval under the lease. Member Johns asked if there was any AG opinion regarding the Board issuance of after-the-fact approval. Mr. Atta responded that there was no opinion on this issue of which he was aware. Chair Thielen suggested the staff could work with the AG on this issue.

Chair Thielen summarized that prior to any consideration for extension of the lease, the lessee had to bring his activities into compliance and obtain guidance from the AG on the after-the-fact approval on the additional buildings. Member Johns said that the issue before the Board was whether the lease should be terminated and extension was a separate issue. If the Board could not issue an after-the fact approval, the lease would be terminated. Mr. Atta added that an alternative would be for the lessee to demolish the structures if the AG opinion was negative.

Member Johns moved to defer Board action for 30 days to allow the lessee to cure the unauthorized use violation. The Board also asked staff to bring the case to the Board after consulting with the AG regarding the Board's ability to approve the unauthorized structures. Member Schuman seconded the motion. Motion was changed to 60 days to cure and Member Schuman second the amended motion.

The Board:

Deferred for sixty (60) days to: (1) provide the lessee an opportunity to cure the unauthorized use (aquaculture) violation; (2) provide staff the opportunity to obtain an opinion from the Attorney General's office ("AG") on whether the additional unauthorized dwelling and structure on the premises can be legitimized under the lease by after-the-fact approvals of the improvements or whether the only means to cure that violation is removal; and (3) provide the lessee an opportunity to cure the violation based on such AG advice.

Deferred (Johns, Schuman)

Item C-1 Request for Approval of a Memorandum of Agreement between the Board of Land and Natural Resources, The Kauai Island Utility Cooperative, and the Kauai Humane Society

Division of Forestry and Wildlife Administrator, Paul Conry asked for Board approval on this item and he gave background.

Unanimously approved as submitted (Agor, Gon)

Item D-13 Withdrawal from Governor's Executive Order No. 1760 and Reset Aside to Department of Land and Natural Resources, Division of Aquatic Resources for Pupukeya Marine Life Conservation District, Pupukeya, Koolauloa, Oahu, TMK: (1) 5-9-04:19 portion and seaward.

Mr. Atta reported background. DAR has the surrounding area. It was always the intent to include the tide pool area.

A gentleman from the public named Bob applauded this motion and supports DLNR. Chair Thielen added that DOCARE supports this as well.

Unanimously approved as submitted (Johns, Gon)

- Item D-1 Request to Write-Off Uncollectible Account on the Island of Hawaii.**
- Item D-2 Rescind Prior Board Action of October 8, 2004, Item D-15, Sale of Remnant (Flume Right-of-Way) to the Fitzgerald Family Trust at Kaiwiki, South Hilo, Hawaii, TMK: (3) 2-9-04: Portion of Abandoned Flume Right-of-Way.**
- Item D-3 Set Aside to the County of Hawaii for Mahukona Beach Park and Issuance of Management Right-of-Entry at Kaoma, North Kohala, Hawaii, TMK: (3) 5-7-003:013.**
- Item D-4 Issuance of Revocable Permit to Richard Spiegel, dba: Volcano Island Honey Company, L.L.C., at Lalamilo, South Kohala, Hawaii, TMK: (3) 6-9-01: portion of 15**
- Item D-6 Cancellation of Governor's Executive Order No. 2555, Fee Simple Conveyance to the Department of the Department of Hawaiian Home Lands, Amend the Board's Prior Action of October 28, 1994, Under Agenda Item H-6, and Issuance of a Management Right-of-Entry, Paukukalo, Wailuku, Maui, TMK: (2) 3-3-06: 54.**
- Item D-8 Amend Prior Board Action of January 28, 2008, Item D-20; Conveyance to the City and County of Honolulu for Punchbowl Street Improvement Project; Honolulu, Oahu; TMK: (1) 2-1-018:046 & 047.**
- Item D-12 Amend Prior Board Action of April 8, 2004 under Agenda Item D-9, for Grant of a 55-year Non-exclusive Easement for Seawall, Concrete Steps and Boat Ramp Purposes to Miles Nakama, Kaneohe, Oahu TMK: (1) 4-4-18:074 seaward.**
- Item D-15 Rescind Prior Board Action of August 28, 1998, Agenda Item D-1, Direct Issuance of Perpetual, Non-Exclusive Easement to the City and County of Honolulu, Department of Design and Construction for a Twenty Inch Irrigation Pipeline at Waikele, Ewa, Oahu, TMK: (1) 9-4-11:103 portion.**

Morris Atta for Land Division didn't have any changes.

There was no public testimony.

Unanimously approved as submitted (Johns, Edlao)

- Item E-1 Request for Approval for Cancellation of Permit SP-0359, Lot 11 Waimea Canyon State Park, Tax Map Key (4)1-4-002:012, Maile Hurley, Due to Non-Payment**

Dan Quinn with Division of State Parks noted the Board submittal dated December 14, 2007 was amended by the Board to allow a 90 day cancellation. If so staff will stick by that. This individual was notified, but never paid for permit.

Unanimously approved as submitted (Agor, Gon)

Item E-2 Request for Approval Proposed Amended Lease Rent for Lot 58, Waimea (Kona), Kauai, Hawaii, Tax Map Key (4)1-4-004:024, Waimea Garage Ltd.

Mr. Quinn noted exclusion of Waimea Garage and to include it.

Unanimously approved as submitted (Agor, Johns)

Item F-1 Request for Approval of a Special Activity Permit for Dr. Guanyi Wang of The University of Hawaii, Department of Oceanography, and Designated Assistants

Representing DAR, Dan Polhemus described background.

Unanimously approved as submitted (Johns, Schuman)

Item F-2 Request for Approval of a Special Activity Permit for Dr. Michael E. Field of The United State Geological Survey, Pacific Science Center, and Designated Assistants

Written testimony was submitted by Walter Ritte.

Mr. Polhemus reported on background. He noted that this research has been occurring for 7 years. Staff reviewed this and found it suitable. If there is concern staff could add public outreach or they could work with the applicant to urge them to hold a meeting with the Molokai residents. The Board asked to suggest it to Dr. Field. Mr. Polhemus will have staff work with Walter and the community.

Unanimously approved as submitted (Edlao, Johns)

Item F-3 Request for Approval of a Special Activity Permit for Dr. Maria Haws of The University of Hawaii at Hilo, Pacific Aquaculture and Coastal Resource Center, and Designated Assistants

Mr. Polhemus gave background.

Unanimously approved as submitted (Johns, Edlao)

Item F-5 Request for Amendment to Papahānaumokuākea Marine National Monument Research Permit PMNM-2008-062, Previously Approved for Dr. Russell E. Brainard of the NOAA Pacific Islands Fisheries Science Center, to Increase Autonomous Reef Monitoring Structure (ARMS) Deployments

Marti Townsend from KAHEA submitted written testimony.

Mr. Polhemus informed the Board on the background. There was a miscommunication on the number of ARMS and this is to correct that.

Marti Townsend for KAHEA presented her concerns with conservation district use permits (CDUP) because when reviewing the original permit application it doesn't have the same kind of analysis when getting a CDUP. The August 8 staff submittal only describes the autonomous reef monitoring structures then gave a blanket statement saying none of the activities seem to be harmful. They are not opposed to the research. They just want to make sure that every effort is made to prevent any harm and that is what the CDUP is. They suggest that staff follow a CDUP like analysis. She has same concerns with Item F-2 to follow HAR 13-35d to be conducted.

Mr. Polhemus said that this came up years ago and staff met with OCCL. Mr. Lemmo met with staff. It went back and forth. Mr. Lemmo decided that a sighting plan or CDUP is not required for these types of instrument deploys.

Ms. Townsend said that they wanted a review to satisfy the protections for submerged lands. The staff's submittal doesn't have that kind of analysis to minimize duplication of efforts. Chair Thielen clarified that they wanted the analysis be broadened to incorporate these considerations to make sure they are addressed. Not suggesting go through a CDUP analysis. Mr. Polhemus said it depends what the legal requirement is. Chair Thielen reiterated above. Mr. Polhemus added that it has gone through the co-trustees.

Ms. Townsend also noted that the total is 84 ARMs not 63. Mr. Polhemus said the original permit said 63 and that is the limit. They can't come back for another 10 because there isn't any time.

Member Johns suggested staff should do the analysis and look at what is required under the regulation rules and statute with regard to a CDUP, list criteria that Sam has to march through to make sure it's picked up in future permits. Whether you do a side by side with permit analysis just incorporate the stuff that happens so it's pretty clear.

Unanimously approved as submitted (Edlao, Johns)

Item K-1 Time Extension Requests for Conservation District Use Permit (CDUP) KA-3307 for a Water Storage Tank, Site Improvements and Subdivision by the County of Kauai-Department of Water Located at Kapaa Homestead, Kawaihau, Kauai, TMK: (4) 4-6-003:010

Sam Lemmo for OCCL recommended approval.

Unanimously approved as submitted (Agor, Gon)

Item L-1 Approval for Award of Construction Contract -Job No. F46B657B, Kokee State Park, Kalalau Parking Lot Reconstruction & Related Improvements, and Job No. F46B657C, Kokee State Park, Kalalau Lookout, Lookout & Pathway Improvements, Waimea, Kauai, Hawaii

Item L-2 Appointment of Mauna Kea Soil and Water Conservation District Director

Chair Thielen asked if there were any questions on these which there were none.

No public comment.

Unanimously approved as submitted (Johns, Edlao)

Adjourned. (Johns, Agor)

There being no further business, Chairperson Thielen adjourned the meeting at 1:09 p.m. Recordings of the meeting and all written testimony submitted at the meeting are filed in the Chairperson's Office and are available for review. Certain items on the agenda were taken out of sequence to accommodate applicants or interested parties present.

Respectfully submitted,



Adaline Cummings
Land Board Secretary

Approved for submittal:



Laura H. Thielen
Chairperson
Department of Land and Natural Resources