

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA
Hale Pono‘i, 91-5420 Kapolei Parkway, Kapolei, O‘ahu, 96707, and Zoom Meeting ID: 609 754 2925
Monday, June 16, 2025, at 9:30 a.m. to be continued, if necessary,
on Tuesday, June 17, 2025, at 9:30 a.m.
Livestream available at www.dhhl.hawaii.gov/live
Note: Commission Meeting Packets will be available at dhhl.hawaii.gov by Wednesday, June 12, 2025.

I. ORDER OF BUSINESS

- A. Roll Call
- B. Approval of Agenda
- C. Approval of Minutes:
 - a. May 19 & 20, 2025 Regular Meeting
- D. Public Testimony on Agendized Items – see information below

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

II. ITEMS FOR DECISION MAKING

A. CONSENT AGENDA

Homestead Services Division

- D-2 Approval of Consent to Mortgage (see exhibit)
- D-3 Ratification of Loan Approvals (see exhibit)
- D-4 Approval of Homestead Application Transfers / Cancellations (see exhibit)
- D-5 Approval to Certify Applications of Qualified Applicants for May, 2025 (see exhibit)
- D-6 Reinstatement of Deferred Application (see exhibit)
- D-7 Approval of Assignment Leasehold Interest (see exhibit)
- D-8 Approval of Amendment of Leasehold Interest (see exhibit)
- D-9 Approval to issue Non-Exclusive Licenses for Rooftop Photovoltaic Systems for Certain Lessees (see exhibit)
- D-10 Commission Designation of Successor – **LORRIN E.K. MANOI**, Residential Lease No. 4091, Lot No. 17, Waimanalo, Oahu
- D-11 Request for Partial Advancement of Net Proceeds – **HERBERT K. MAUNU, JR.** (decedent), Residential Lot Lease No. 9272, Lot No. 59, Kaniohale, Hawaii

B. REGULAR AGENDA

Office of the Chairman

- C-1 Approval Of Hawaiian Homes Commission Resolution 311 – Honoring Dennis Luke Neves For His Service To The Hawaiian Homes Commission
- C-2 Approval to Amend the 2025 Hawaiian Homes Commission Meeting Schedule
- C-3 Approval of Fiscal Year 2026 DHHL Budget to Support the DHHL System Modernization Initiative

Land Development Division

- E-1 Approval of Lease Award - Ka‘uluokaha‘i Subdivision Increments IID, E & F Residential Project Lease – Ewa Beach, O‘ahu (see exhibit)
- E-2 Approval of Lease Awards - Kaupe‘a Subdivision Phase 2 – Residential Project Lease - Kapolei, O‘ahu (see exhibit)

Land Management Division

- F-1 Approval to Issue Right-of-Entry Permit to Ho‘ola, Upolu Point, North Kohala, Island of Hawaii, TMK: (3) 5-6-001:080
- F-2 Approval to Annual Renewal of Revocable Permit(s), North & West Hawaii Island, various TMK Nos. (See Exhibit)
- F-3 Approval to Amend of Right of Entry Permit No. 706, State of Hawaii Department of Agriculture, Waimanalo, Island of O‘ahu, TMK No.: (1) 4-1-011:001 (por.)
- F-4 Approval to the Assignment and Assumption of Interest of Development Agreement for Ulu Ke Kukui Rental Housing Project from Hawaiian Community Development Board to Ikenakea Uluwehi LLC and Approval to the Issuance of a Long-Term General Lease to Ikenakea Uluwehi LLC, Ulu Ke Kukui Rental Housing Project, Maili, Waianae, Island of Oahu, Tax Map Key No. (1) 8-7-010:030 (portion)

Planning Office

- G-1 Approval to Extend the Implementation Period of the Native Hawaiian Development Program Plan

Administrative Services Office

- H-1 Approval of Fiscal Year 2026 Budget for the Department of Hawaiian Home Lands
- H-2 Transfer of Hawaiian Home Receipts Fund Balance - End of 4th Quarter, FY25
- H-3 Transfer of Monies from the Hawaiian Home Administration Account to the Hawaiian Home Operating Fund

III. EXECUTIVE SESSION

The Commission anticipates convening in an executive session pursuant to Section 92-5(a)(4), HRS, to consult with its attorney on questions and issues pertaining to the Commission’s powers, duties, privileges, immunities, and liabilities on these matters.

1. United States Environmental Protection Agency: Large Capacity Cesspool Matter

IV. ITEMS FOR INFORMATION/DISCUSSION

A. REGULAR ITEMS

Office of the Chairman

- C-4 For Information Only – Legislative Proposals for 2026

Homestead Services Division

D-1 HSD Status Reports

- A. Homestead Lease and Application Totals and Monthly Activity Reports
- B. Delinquency Reports
- C. DHHL Guarantees for Hawaii Community Lending Permanent Loans

Land Development Division

E-3 For Information Only – Updates of Development Process & Awards Schedule

Planning Office

G-2 For Information Only — DHHL Water Policy Plan Implementation Status (FY 2025 Performance) and Implementation Plan for FY 2026

V. ANNOUNCEMENTS AND RECESS

1. DHHL Community Meeting, None in June. Next Community Meeting is scheduled for July 22, 2025- Papakolea, Oahu

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

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

Tuesday, June 17, 2025, at 9:30 a.m.

Livestream available at www.dhhl.hawaii.gov/live

I. ORDER OF BUSINESS

A. Roll Call

B. Public Testimony on Agendized Items - see information below

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

II. ITEMS FOR INFORMATION/DISCUSSION

A. REGULAR AGENDA

Office of the Chairman

C-5 For Information Only - Status Report of DHHL Enforcement Unit Efforts and Statistics

C-6 For Information Only - State of Hawaii Department of Law Enforcement and plans to assist with the safety of Hawaiian Home Lands

B. GENERAL AGENDA

Requests to Address the Commission

J-1 Henry Hooke Jr. – Application Concern

J-2 Homelani Schaedel – Maluohai

J-3 Al Hee - TeleCommunications

J-4 Candice Kaawa – Ka'u Right of Entry

J-5 Kekoa Enomoto – Pa'upena Community Development Corporation

J-6 Robin Kealiinohomoku – Various Updates

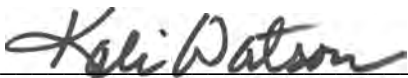
J-7 Bo Kahui – La'i'Ōpua Community Development Corporation

J-8 Diana L. Kama – Villages of La'i'Ōpu

III. ANNOUNCEMENTS AND ADJOURNMENT

A. Next Regular HHC Meeting –July 21 & 22, 2025, Hale Pono'i, 91-5420 Kapolei Parkway, Kapolei, Oahu, 96707

B. Adjournment



Kali Watson, Chairman
Hawaiian Homes Commission

COMMISSION MEMBERS

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

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

If you need an auxiliary aid/service or other accommodation due to a disability, contact Michael Lowe at 730-0298 or michael.l.lowe@hawaii.gov as soon as possible, preferably by May 16, 2025. If a response is received after that, we will try to obtain the auxiliary aid/service or accommodation, but we cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate formats.

Public Testimony on Agendized Items can be provided either as (1) in person at the meeting location by filling out a form at the reception table, (2) written testimony mailed to *Commission Testimony, P.O. Box 1879, Honolulu, HI, 96815*, or emailed to *DHHL.icro@hawaii.gov* by May 16, 2025, or (3) live, oral testimony online by joining the Zoom meeting and relabeling your profile to include the agenda item you wish to testify on. Please keep your computer muted and your camera off until you are called. You will need a computer with internet access, a video camera, and a microphone to participate if you would like to be visible to Commission members and other meeting participants.

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

ITEM D-2 EXHIBIT		
APPROVAL OF CONSENT TO MORTGAGE		
LESSEE	LEASE NO.	AREA
AKAU, William-Allan Jr.	13244	Puuhona, Maui
AKIU, Joseph Jr.	13208	Puuhona, Maui
AWEAU, Michael S., Michael S. Jr., & HEW-LEN, Clint W.M.K.	4552	Nanakuli, Oahu
BAILEY, Willhem	10464	Puuhona, Maui
ELI, Clyde K.M., Jr.	3299	Nanakuli, Oahu
GOO, Christian K.C., Jr.	13016	Anahola, Kauai
IOANE, Stacey K.K.	12985	Lualualei, Oahu
KAHULA, Lyrik P.	11474	Leialii, Maui
KAMALANI, Llewellyn T.	6638	Waiahole, Oahu
KEAWEKANE, Kamakahaloa	13121	Puuhona, Maui
KEPOO, Barron K.	7102	Kawaihae, Hawaii
KOA, David III	13250	Puuhona, Maui
KUBERA, Kawenake'onalani K.	5113B	Panaewa, Hawaii
KUEHU, Chanel L.	11046	Anahola, Kauai
LUAVASA, Alfie	5687	Nanakuli, Oahu
MAIAVA, Robin K.	9754	Maluohai, Oahu
MARSHALL, Julia M.	6545	Anahola, Kauai
NAAUAO, Mark	13102	Puuhona, Maui
PARIS, Jasmine K.	12668	Kanehili, Oahu
PUALOA-UBANDO, Lois N.	9393	Kaniohale, Hawaii
SAFFERY, Ronald M.	11548	Kanehili, Oahu
SWANN, Selena K.	9871	Maluohai, Oahu
TALON, Andrea C.W.	115-A-3	Hoolehua, Molokai
TEHOTU, Gerard K., Jr.	9763	Maluohai, Oahu
YAP, Emma K.B.	10488	Waiohuli, Maui
YUEN, Arnold O.K.	10336	Waiohuli, Maui

ITEM D-3 EXHIBIT		
RATIFICATION OF LOAN APPROVALS		
LESSEE	LEASE NO.	AREA
STEDMAN, Joy K.	13083	Anahola, Kauai

ITEM D-4 EXHIBIT

APPROVAL OF HOMESTEAD APPLICATION TRANSFERS / CANCELLATIONS

<u>APPLICANT</u>	<u>AREA</u>
AIA, Kamaka P.K.	Kawaihae Area / Hawaii IW Res
AUWAE, Ross J.I.	Oahu IW Agr to Hawaii IW Pas
AUWAE, Ross J.I.	Oahu IW Res to Hawaii IW Res
DACUYCUIY, Joni P.	Maui IW Agr to Hawaii IW Agr
DACUYCUIY, Joni P.	Maui IW Res to Hawaii IW Res
DUDOIT, Kawaiiani T.	Oahu IW Res to Hawaii IW Res
DUDOIT, Kawaiiani T.	Hawaii IW Pas to Hawaii IW Agr
HOOPAI, Noah I.	Maui IW Res
KAAINOA, Terry Ann K.	Oahu IW Res
MACOMBER SALIS, Ginger L.	Hawaii IW Res
MACOMBER, Bobby L.	Hawaii IW Res
MOSES, Johnette	Oahu IW Res
ORATE, Virginia H.	Anahola Area / Kauai IW Res
PASCAL, Benjamin H.	Oahu IW Res
PASCAL, Benjamin H.	Maui IW Agr
PUULEI, Trudy L.	Oahu IW Res
	* IW = Islandwide

ITEM D-5 EXHIBIT

APPROVAL TO CERTIFY APPLICATIONS OF QUALIFIED APPLICANTS FOR MAY 2025

<u>APPLICANT</u>	<u>AREA</u>
AKIONA, Mark E.	Maui IW Res
AKIONA, Paulina U.	Kauai IW Res
AMORIN, Beth-Ann K.K.	Hawaii IW Pas
AMORIN, Beth-Ann K.K.	Maui IW Res
ASADA, Myrtle-Mae K.	Maui IW Pas
ASADA, Myrtle-Mae K.	Maui IW Res
CRUZ, William P.	Hawaii IW Pas
CRUZ, William P.	Hawaii IW Res
DAMAS, Rosemarie L.	Oahu IW Res
DAMAS, Rosemarie L.	Kauai IW Agr
DECAMBRA, Clara	Maui IW Agr
DECAMBRA, Clara	Hawaii IW Res
FARLEY, Cheynah R.	Oahu IW Agr
FARLEY, Cheynah R.	Oahu IW Res
FARLEY, Monyah K.P.M.M.	Oahu IW Res
FARLEY, Monyah K.P.M.M.	Kauai IW Agr
GO, Gaylynn L.	Kauai IW Res
GONSALES, Mailah L.F.	Oahu IW Agr

HAASENRITTER, Pearl L.	Oahu IW Agr
HARBOTTLE, Richard G.	Hawaii IW Agr
HARBOTTLE, Richard G.	Hawaii IW Res
HEW LEN, Hildredmae K.	Maui IW Agr
INGE, Norman H.	Hawaii IW Pas
INGE, Norman H.	Hawaii IW Res
JOHNSON, Robert K.	Hawaii IW Agr
JOHNSON, Robert K.	Hawaii IW Res
KAHANA, Keely K.	Oahu IW Agr
KAHANA, Keely K.	Oahu IW Res
KAHAULELIO, Lavonne P.D.	Oahu IW Res
KAHAULELIO, Lavonne P.D.	Hawaii IW Pas
KAIO, Jason Lee K.	Oahu IW Agr
KAIO, Jason Lee K.	Oahu IW Res
KALANI, Sarah Jane H.	Maui IW Res
KALANI, Sarah Jane H.	Molokai IW Agr
KANE, Candy M.	Oahu IW Res
KANE, Candy M.	Molokai IW Agr
KAPOLOLU, Corinthia H.	Oahu IW Res
KEKOA-DEARHART, Shawn M.	Oahu IW Res
KUEWA, Josephine L.	Oahu IW Res
LASTIMOSA, Bob K., Jr.	Hawaii IW Pas
LEALAO, Nadine L.	Hawaii IW Agr
LITTLEJOHN, Likeke O.	Oahu IW Res
LUM KING, Kawaialoha A.	Oahu IW Res
LUM KING, Kawaialoha A.	Kauai IW Agr
MAILOU, Shane K.	Oahu IW Agr
MAILOU, Shane K.	Oahu IW Res
MAKEKAU, Miquela K.	Oahu IW Agr
MAKEKAU, Miquela K.	Oahu IW Res
MORTENSEN, Leonard K.	Oahu IW Agr
MORTENSEN, Leonard K.	Oahu IW Res
NAHINU, Sherwood K.	Hawaii IW Agr
NAHINU, Sherwood K.	Hawaii IW Res
NUNUHA-LARONAL, Kaena H.	Oahu IW Res
PAHINUI, Kalanioku A.	Oahu IW Agr
PAHINUI, Kalanioku A.	Oahu IW Res
PAI, Arthur H.C., III	Oahu IW Res
PAI, Arthur H.C., III	Kauai IW Agr
PAI, Samson P.	Oahu IW Agr
PAI, Samson P.	Oahu IW Res
PAIAINA, Samuel K.	Hawaii IW Agr

PAIAINA, Samuel K.	Hawaii IW Res
PAISHON HAASENRITTER, Alethea M.	Hawaii IW Res
PULE, Mary S.	Kawaihae Area / Hawaii IW Res
SCOTT, Eric S.K., Jr.	Maui IW Agr
SCOTT, Eric S.K., Jr.	Maui IW Res
SMITH, Deborah K.	Hawaii IW Agr
SMITH, Deborah K.	Hawaii IW Res
TAMASHIRO, Moaniaalaanuhea Z.	Oahu IW Res
TAMASHIRO, Moaniaalaanuhea Z.	Kauai IW Agr
TUAZON KEALOHA, Kaimilani A.	Kauai IW Agr
TUAZON KEALOHA, Kaimilani A.	Kauai IW Res
WATSON, Rock D.	Oahu IW Agr
WATSON, Rock D.	Oahu IW Res
ZAMORA, Brenda-Lee L.P.	Maui IW Res
ZAMORA, Brenda-Lee L.P.	Hawaii IW Pas
	* IW = Islandwide

ITEM D-6 EXHIBIT
REINSTATEMENT OF DEFERRED APPLICATION

<u>APPLICANT</u>	<u>AREA</u>
KAAIHUE, Louise L.	Waimanalo Area / Oahu IW Res
KEALOHA, Joseph D.	Papakolea/Kewalo Area / Oahu IW Res
MEDEIROS, Elizabeth M.	Waimanalo Area / Oahu IW Res
MERSEBURGH, Katherine	Waimanalo Area / Oahu IW Res
PASCAL, Daniel K., Sr.	Waimanalo Area / Oahu IW Res
PERALTO, Leon	Waimanalo Area / Oahu IW Res
SAKUMA, Steffany	Waimanalo Area / Oahu IW Res
	* IW = Islandwide

ITEM D-7 EXHIBIT
APPROVAL OF ASSIGNMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
APAO, Wendell K.	3127	Waimanalo, Oahu
JOSIAH, Chanel-Marie K.	3057	Anahola, Kauai
RODRIGUES, Jill P.	8402	PKE, Oahu
FREITAS, Moana K.	8402	PKE, Oahu
PUAHI, Kenneth N. C.	12126	Kaupea, Oahu
TANCAYO, Erman M.	5398	Hoolehua, Molokai
WHITESIDE, Georgiana N. C.	8309	PKE, Oahu
AKAHI, Jerrold	13116	Puuhona, Maui
BROWN, Joanne	13096	Puuhona, Maui

HELM, Yvette N. M.	115-B	Hoolehua, Molokai
KEPAA, Shane K.	13191	Kakaina, Oahu
MINA, Irene L.	10315	Puuhona, Maui
POAHA, Brian K.	6077	Kalamaula, Molokai

ITEM D-8 EXHIBIT

APPROVAL OF AMENDMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
BORGES-APO, Cy E. K. E.	3127	Waimanalo, Oahu
PESTANO, Darilyn M. K.	8198	Waimanalo, Oahu

ITEM D-9 EXHIBIT

APPROVAL TO ISSUE A NON-EXCLUSIVE LICENSE FOR ROOFTOP PHOTOVOLTAIC
SYSTEMS FOR CERTAIN LESSEES

LESSEE	LEASE NO.	AREA
AH HEE, Douglas	2633	Waimanalo, Oahu
AMINA, Ada A.	3772	Nanakuli, Oahu
BASMAYOR, Bella A. K.	8842	Hanapepe, Kauai
GONSALVES, Lance K.	10217	Hanapepe, Kauai
HALEMANO, Milburn	9910	Lualualei, Oahu
HEPBURN, Jorina A. L. S. L.	11078	Anahola, Kauai
HOOPAI, Jason K.	2762	Kewalo, Oahu
KANEAKUA, Leonard Alan	8521	PKE, Oahu
KAUIHOU, Shaun K.	9854	Maluohai, Oahu
MATSUMOTO, Starnani K.	8948	Waiakea, Hawaii
WATSON, Harold M.	6537	Anahola, Kauai
ZOLLER, Colvena	9729	Maluohai, Oahu

ITEM NO. E-1 EXHIBIT

APPROVAL OF LEASE AWARD - KA'ULUOKAHA'I SUBDIVISION INCREMENTS IID, E & F
RESIDENTIAL PROJECT LEASE – EWA BEACH, O'AHU

NAME	APPL DATE	LEASE NO
CATHERINE K AFONG	5/5/2003	15624
RAYLENE L ASING	4/25/2003	15613
FRANCES N BOYD	3/17/2003	15610
TWILA K BYRD	1/16/2003	15619
JENNIE K CACOULIDIS	9/19/2003	15631
LISA T.C. CAIRES	9/19/2003	15607
ELLA M.U. CAMACHO	4/21/2003	15625
CHARLENE I ENOS	4/25/2003	15635
BROOK L.S. ENOS-HO	6/9/2003	15621
GEORGINA P FAILAUTUSI	10/10/2003	15648
ARDIS K GOMES	9/10/2003	15595
WENDELL W GRACE JR	4/29/2003	15620
CHRISTOPHER K HAAE	1/10/2003	15637
JOSEPH J HAILI III	4/4/2003	15628

KRISTAL N HANAWAHINE	7/16/2003	15611
JIMMY J HAWELU	12/29/2003	15664
POHAIKEALOHA M.K. HAYASHIDA	7/2/2003	15588
WATSON K.W.K. HOOHULI	6/30/2003	15634
RADASHA E.L.K.C.H. INOCELDA	6/30/2003	15633
LISA L ISMAEL	9/19/2003	15650
ROY S KAAA	4/9/2003	15623
SANDRA KAAI	12/10/2003	15646
DAVILYN W KAAIHUE	12/17/2003	15057
DONOVAN K KAAIHUE	1/7/2004	15660
TALBOT W.R. KAHAKAI	9/10/2003	15657
WILLIAM T.K. KAHELE	5/15/2003	15645
JOHN D KALAMA SR	10/17/2003	15596
JOSHUA Z.K. KALAMA	9/30/2003	15615
RAYMOND K KALawe	10/7/2003	15616
BRENTON K KAONOHl	5/15/2003	15661
JAMES K KAONOHl IV	5/15/2003	15629
RAYMOND K KEA	10/17/2003	15597
EMMETT B KEAO	5/6/2003	15626
STEVl L KEKAHUNA	1/15/2004	15622
RANDY H KEKIPI	1/8/2004	15232
EDWARD LEWIS KELLEY	8/26/2003	15594
DARLENE K KENNISON	9/19/2003	15599
GLENN K KEOHOHOU JR	9/11/2003	15642
STEPHANIE H KEPA	4/23/2003	15636
VANESSA J.K. KINILAU	5/28/2003	15663
KENOILANI E.M. KOLl	3/21/2003	15605
HARTWELL A.K. KU JR	2/21/2003	15590
NADINE Z KUIKAHI	8/21/2003	15609
LEIALOHA U.A. LAOAN-MAIELUA	1/20/2004	15593
MAILE ANN LAU	5/30/2003	15601
JOHNETTE K MAIELUA	1/27/2003	15656
DAVINA K.M. MALAETIA	1/7/2004	15665
APRIL M MALDONADO	2/18/2003	15589
DEANNA L MCFADDEN	2/10/2003	15658
SHALERRY L MIRAFUENTES	1/24/2003	15632
RENEE I.N. MOAFANUA	5/7/2003	15591
PATRICIA P MONIZ	9/2/2003	15662
MATTHEW K NAWELI	4/8/2003	15603
JAYSA K.K. OBADO	4/1/2003	15608
AZURE DEE L OLIVA	9/5/2003	15655
WESTON L OLIVA JR	11/14/2003	15647
EARL P ONEKEA	8/13/2003	15643
TERRY LYNN H. ORSAK	7/16/2003	15652
LEIMAMO E OSHIRO	9/29/2003	15075
JOSEPH PALANI PALIMOO	4/10/2003	15587
PEARL L PALIMOO	6/6/2003	15651
TESZRA S.L. RODRIGUES	3/13/2003	15644
CYNTHIA A SILVER	5/22/2003	15627

SHANDA E SOLIZ	7/21/2003	15592
JOSHUA M SPENCER	9/16/2003	15612
SHEILA K.M. SPILLANE-BRYSON	9/2/2003	15630
IVAN M STANT	11/20/2003	15598
ANGEL L UMIAMAKA	2/28/2003	15659
SUMMER H WAKINEKONA	3/6/2003	15654
IAN P.K. WINCHESTER	12/5/2003	15649
YULIN WRIGHT	1/7/2004	15111
JOSEPH C YOUNG III	10/30/2003	15606
BERNADINE A ZUKEVICH	8/18/2003	15614

ITEM NO. E-2 EXHIBIT

APPROVAL OF LEASE AWARD - KAUPÉ'A SUBDIVISION PHASE 2
RESIDENTIAL PROJECT LEASE – KAPOLEI, O'AHU

NAME	APPL DATE	LEASE NO
RONALD L LIFTEE	8/21/2003	15640
JAMIELLA P NAVAS	9/11/2003	15641
MOANA L PIENA	4/16/2003	15639
DARLENE JOY G SANTOS	4/21/2003	15638
GERARD K TOGUCHI	1/31/2003	15618

ITEM NO. F-2 EXHIBIT

APPROVAL TO ANNUAL RENEWAL OF REVOCABLE PERMIT(S), NORTH & WEST HAWAII,
ISLAND, VARIOUS TMK NOS.

NO.	ACRE	PERMITTEE	TMK	DATE STARTED
490	0.54	Edward J. Laau and Naomi Peck	3-6-1-003-018	7/1/1989
491	0.67	Kawaihae Spirits	3-6-1-002-066 & 068	2/20/1990
492	50.0	Marian Kapuniai	3-6-3-038-007	12/29/2012
493	105.73	Malama Solomon	3-6-5-001-010(p)	1/1/2000
494	0.56	Linda Startzman	3-6-1-003-003(p)	2/14/2011
495	1420.0	Kahua Ranch	3-6-1-001-002(p)	2/1/2011
496	7600.0	Palekoki Ranch, Inc.	3-6-1-001-003(p)	6/1/2011
497	381.0	Parker Ranch	3-6-5-001-011 & 019	7/1/1977

Denotes Beneficiary



HAWAIIAN HOMES COMMISSION

RESOLUTION NUMBER 311

HONORING DENNIS LUKE NEVES FOR HIS SERVICE TO THE HAWAIIAN HOMES COMMISSION

Whereas, Dennis L. Neves was appointed to the Hawaiian Homes Commission on April 17, 2019 by Governor David Y. Ige, representing the island of Kauaʻi, and has served with distinction through June 30, 2025; and

WHEREAS, Dennis L. Neves was born on November 6, 1947 in San Francisco, California to Manuel F. Neves Sr. and Agnes Kainapau Kea-Mano. The ninth child of Fifteen siblings. Living in the city on a large lot allowed the family to remain their connection with aina. Moving to Northern California on a 15 acre farm gave the family more room to raise animals and tend to an orchard filled with various fruit trees; and

WHEREAS, Commissioner Neves is a Native Hawaiian beneficiary residing in Anahola, Kauaʻi, with over 35 years of public service experience including executive management roles at the San Francisco International Airport and as the Kauai Airports District Manager representing the State of Hawaiʻi; and

WHEREAS, Commissioner Neves is a Vietnam combat veteran who served with the 173rd Airborne Brigade of the U.S. Army, exemplifying courage and commitment to his country and community. Commissioner Neves met his wife Lynnette Kauai (Makaiwi -Naipo) in 1969 and they married in Honolulu on June 10, 1970. They have two children, Theresa (Taber) and Kaniela, six grandchildren and 2 great grandsons. Commissioner Neves attended a Honolulu Community College Building Trades school and worked as a Carpenters Apprentice in Honolulu. Priced out of paradise, he relocated his family to the Bay Area in 1971; and

WHEREAS, returning to San Francisco, Commissioner Neves started a career in Arline Airport Operations. He had a passion for employee rights and working conditions and served as the Union Shop Steward and Chief Contract Negotiator for several unions for over 25 years. Dennis also served as an umpire and referee for Little League Baseball and High School football for 20 years. He remained connected to his culture by supporting the Hawaiian community in the Bay Area. He was involved in outrigger paddling, supporting associations involved in promoting Hawaiian organizations. Commissioner Neves attended Ohlone Community College in Fremont, California attaining an Associate Degree in Manager/Supervisor; and

WHEREAS;, Commissioner Neves is a beneficiary who waited 40 years for a homestead lease, He possesses a profound understanding of the challenges faced by applicants and has been a steadfast advocate for reducing the wait list and improving the lives of fellow beneficiaries. Commissioner Neves has actively



HAWAIIAN HOMES COMMISSION

participated in Commission deliberations, offering insights on policy matters, including the importance of maintaining departmental control over homestead developments and ensuring fiduciary responsibilities are upheld; and

WHEREAS, he has contributed to legislative discussions aimed at increasing the state's liability limit for DHHL-backed mortgage loans, thereby facilitating greater financing opportunities for affordable housing and home ownership for beneficiaries; and

WHEREAS, Commissioner Neves has shown a commitment to environmental stewardship by suggesting that DHHL draft legislation to support the Department of Health's environmental remediation projects, recognizing the importance of clean and safe lands for beneficiaries; and

WHEREAS, his dedication to the mission of Prince Jonah Kūhiō Kalanianaʻole—to return Native Hawaiians to the land—has been evident through his advocacy, policy contributions, and empathetic understanding of beneficiary needs. Commissioner Neves and his wife developed a dry land loi and provided taro for production. To this date you will find them delivering meals to Kupuna and families on Wednesdays, On Thursdays preparing and cooking Taro and Fridays processing and bagging poi for deliveries. Their small operation provides 60 pounds of fresh poi for Kupunas and families in need. Although they do not currently farm the loi, they continue to purchase raw taro and provide fresh poi weekly; and

NOW, THEREFORE, BE IT RESOLVED, that the Hawaiian Homes Commission expresses its deepest gratitude to Commissioner Dennis L. Neves for his unwavering service, leadership, and commitment to the betterment of Native Hawaiian beneficiaries and the fulfillment of the Hawaiian Homes Commission Act.

ADOPTED this 15 day of June 2025, in Kapolei, State of Hawai‘i, by the Hawaiian Homes Commission in a Regular Meeting assembled.

OFFERED BY:

Kali Watson, Chair

Dennis L. Neves, Member

Pauline N. Namu‘o, Member

Michael K. Kaleikini, Member

Makai Freitas, Member

Walter Kaneakua, Jr., Member

Sanoe K. Marfil, Member

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16 & 17, 2025

TO: Members of the Hawaiian Homes Commission

FROM: Leah Burrows-Nuuanu, Commission Secretary

VIA: Kali Watson, Chairperson

SUBJECT: Approval to Amend the 2025 Hawaiian Homes Commission Meeting Schedule

RECOMMENDED MOTION/ACTION:

Motion to amend the 2025 *Hawaiian Homes Commission Meeting Schedule* to:

1. Move the Ka‘ū community meeting currently scheduled for Wednesday, September 17, 2025, to the evening of Tuesday, September 16, 2025.
2. Move the Lāna‘i community meeting and HHC meeting currently scheduled for Wednesday, November 19, 2025, to Saturday, November 1, 2025.

DISCUSSION:

In November 2024, the Commission approved the 2025 Hawaiian Homes Commission Meeting Schedule, subject to change. The following two changes are proposed:

1. Ka‘ū Meeting Change

The September 17, 2025, Ka‘ū community meeting is proposed to move to the evening of Tuesday, September 16, 2025. Holding the meeting after normal working hours is expected to increase community participation and accessibility for working beneficiaries.

2. Lāna‘i Meeting Change

The November 19, 2025, Commission meeting on Lāna‘i is proposed to be moved to Saturday, November 1, 2025, to align with the Department’s presence on-island for project lease awards that morning. Hosting the Commission meeting on the same day as the awards event will allow Commissioners and staff already on Lāna‘i to engage with the community while minimizing additional travel.

The tentative schedule for November 1 would be:

- 9:30 AM to 12:00 PM – Project lease awards
- 1:30 PM – Hawaiian Homes Commission meeting

NEXT STEPS:

Upon approval, the Department will post the amended meeting schedule to the DHHL website, announce the change in public forums, and update all relevant outreach platforms and meeting materials.

PROPOSED CHANGES



HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION • DEPARTMENT OF HAWAIIAN HOME LANDS

HAWAIIAN HOMES COMMISSION 2025 MEETING SCHEDULE

January 21, 2025 (Tue)	HHC Mtg, Kapolei – (No Community (CMTY) Mtg)
January 22, 2025 (Wed)	HHC Mtg, Kapolei, O‘ahu
February 18, 2025 (Tue)	HHC Mtg, Kapolei, CMTY Mtg – Kapolei, O‘ahu
February 19, 2025 (Wed)	HHC Mtg, Kapolei, O‘ahu
March 17, 2025	HHC Mtg, Waimea, Hawai‘i, CMTY Mtg –Kawaihae
March 18, 2025	HHC Mtg, Waimea, Hawai‘i
April 21, 2025	HHC Mtg, CMTY Mtg - Kalama‘ula, Moloka‘i
April 22, 2025	HHC Mtg, Kalama‘ula, Moloka‘i
May 19, 2025	HHC Mtg, CMTY Mtg – West Kaua‘i
May 20, 2025	HHC Mtg, West Kaua‘i
June 12, 2025	HHC Budget Workshop, Kapolei, O‘ahu
June 16, 2025	HHC Mtg, Kapolei – (No CMTY Mtg)
June 17, 2025	HHC Mtg, Kapolei, O‘ahu
July 21, 2025	HHC Mtg, Kapolei, O‘ahu, CMTY Mtg – Papakōlea, O‘ahu
July 22, 2025	HHC Mtg, Kapolei, O‘ahu
August 18, 2025	HHC Mtg, Kapolei, O‘ahu, CMTY Mtg – Waimānalo, O‘ahu
August 19, 2025	HHC Mtg, Kapolei, O‘ahu
September 15, 2025	HHC Mtg, CMTY Mtg – Hilo, Hawai‘i
September 16, 2025	HHC Mtg, Hilo, Hawai‘i
September 16, 2025	HHC CMTY Meeting ONLY – Ka‘ū (Evening)
September 17, 2025	HHC CMTY Meeting ONLY – Ka‘ū
October 20, 2025	HHC Mtg, Wailuku, Maui CMTY Mtg – Paukūkalo, Maui
October 21, 2025	HHC Mtg, Wailuku, Maui
November 1, 2025	HHC CMTY Meeting – Lānai City
November 17, 2025	HHC Mtg, Kapolei, O‘ahu
November 18, 2025	HHC Mtg, Kapolei, O‘ahu
November 19, 2025	HHC CMTY Meeting ONLY – Lānai City
December 15, 2025	HHC Mtg, Kapolei, O‘ahu, CMTY Mtg – West O‘ahu
December 16, 2025	HHC Mtg, Kapolei, O‘ahu

O‘ahu meetings are held at Hale Pono‘i, DHHL, 91-5420 Kapolei Parkway, Kapolei, O‘ahu. CMTY meetings are held in the evenings, except Lāna‘i where they will be held during the day. No Community meetings are scheduled for O‘ahu in January and June.

State of Hawaii
Department of Hawaiian Home Lands

June 17 - 18, 2025

TO: Chair Kali Watson and Members of the Hawaiian Homes Commission

FROM: Debra Aliviado, Modernization Project Manager

SUBJECT: Approval of Fiscal Year 2026 Department of Hawaiian Home Lands (DHHL)
Budget to support the DHHL System Modernization initiative

RECOMMENDED MOTION/ ACTION

- (1) That the Hawaiian Homes Commission approve \$1,145,000 from trust account number T905-25 to support the Department of Hawaiian Home Lands System Modernization Initiative; and
- (2) Authorize the Chairman to shift funding between budget line items in the overall department budget between budget line items, not to exceed \$500,000.

BACKGROUND

In 2019, the DHHL launched the beginning of a systems modernization initiative with the implementation of Salesforce, a customer relationship management (CRM) platform. The intended goal was to eventually convert APPX, the main database files which holds customer information and other software applications utilized by different divisions like file management, billing, payments, maps, etc. over a five-year plan. There were two primary reasons for starting this work, 1) the shared drives which holds files, folders, and other critical information was reaching storage capacity and would cease to accept new files, etc. and 2) to seek software applications that could be integrated into Salesforce to house everything into a single entity. The starting point for this work was the implementation of the Contact Center, then the Awards section, and Contested Cases were implemented into Salesforce. This assisted staff with a case management system whereby different staff members could access case information, upload files, enter notes, etc. This Salesforce integration was supposed to add more divisions to Salesforce, however, there was a change in direction in previous administrations and a lack of funding, so the work stopped.

Prior to 2019, the department attempted to modernize the systems, however, after the due diligence was completed, the cost was exorbitant at the time at \$10 million.

Today, the department is committed to a full system conversion and would like to proceed to move the department off an aging and antiquated system to a modernized system conducive to the twenty-first (21st) century.

In early 2024, the Salesforce team and consultants hosted Discovery sessions with the DHHL Administrators and staff to gather information about the challenges related to the different systems in addition to how the systems could work better for them. There were three recurring themes mentioned in every session. These themes described as pain points included 1) Land Inventory, 2) Case Management and 3) Self-Service options.

After the discovery sessions, the Salesforce team and the consultants did their due diligence to find solutions to their pain points. The following are the recommendations:

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Addressing the Pain Points

Theme	Solution	Product
Land Inventory	Single consolidated land database and other related data	Salesforce Service Cloud as the configurable relational database and automation platform
Land Inventory	ArcGIS interaction and integration with land related data	Salesforce Maps– ArcGIS Esri connector
Land Inventory Self Service Case Management	Files / Documents Integration with data, searchable files viewed in the context of land or other records/data	DocuSign CLM Salesforce “plugin” to relate files to records and AmazonTextract OCR for searchable documents
Land Inventory Self Service Case Management	Online self-service for all stakeholder groups to submit and view leases, loans, cases, payments, etc...	Salesforce Experience Cloud self service portal + Chargent (Salesforce “plug in” prebuilt connector to payment gateways)
Land Inventory Self Service	Integration capability e.g. Oracle Fusion, Utility Star, Batch Printer, etc...	Salesforce Service Cloud is API enabled
Land Inventory Self Service Case Management	Case Management for customer requests, R&M, and self-service Knowledge repository for internal staff use and public use (where relevant)	Salesforce Service Cloud– robust case management and knowledge functionality at scale such as routing to vendors, AI bots, etc...
Land Inventory Case Management	Proactive Notifications for emergency management, newsletters, etc...	Salesforce Marketing Cloud– marketing automation tool integrated with Salesforce Service Cloud for personalized SMS, email, etc...

Full system Migration:

The following are some of the advantages to a full system migration. There are more features and benefits associated with the different applications, but these are the large categories the Salesforce team is working toward based on the pain points.

- 1. Replace systems that are separate and don’t talk to each other creating burdensome and time-consuming manual processes. Integrating Salesforce and other applications that talk to each other will eliminate these manual processes,
- 2. Data mining and cleansing correcting data errors and avoiding bottlenecks in the data process. This work will prepare records for migration into Salesforce for full migration.

3. Provide staff the ability to dedicate time to critical and more important tasks while other tasks like processing contact information requests, online applications, etc. are accomplished via the modernization efforts.
4. Provide beneficiaries access to lessee and application information via a public portal.
5. Provide enhanced searchable information of customer files via an intelligent repository feature. This will reduce the time spent by staff and beneficiaries searching for files.
6. Protecting data in the cloud utilizing enhanced security features imbedded in Salesforce and software applications.
7. Offer an online bill-payment option which increases speed for receivables and revenue deposits while reducing manual payment processes. This service should have a positive impact to delinquent accounts and focus collection efforts on recurring high-risk accounts.
8. Provide multiple and flexible options for beneficiaries to engage with the DHHL.
9. Provide integrated access to land inventory through ArcGIS maps.
10. Incorporate AI, Chatbot, Google and other technology as applicable.
11. Expand and enhance customer engagement with the department through multiple access points which will continue in-person engagement for those who choose this form of engagement. The Salesforce integration will now provide a public portal to accommodate self-service options, SMS text messaging, mobile accessibility and more.

Below describes the access touch points from a high touch engagement to a no touch, self-service option.



Consultant Experience:

The department is working with consultants with extensive experience in full system migration and integration of software applications within the State of Hawai’i and internationally. The consultants worked with other State agencies and private sector companies in Hawai’i such as:

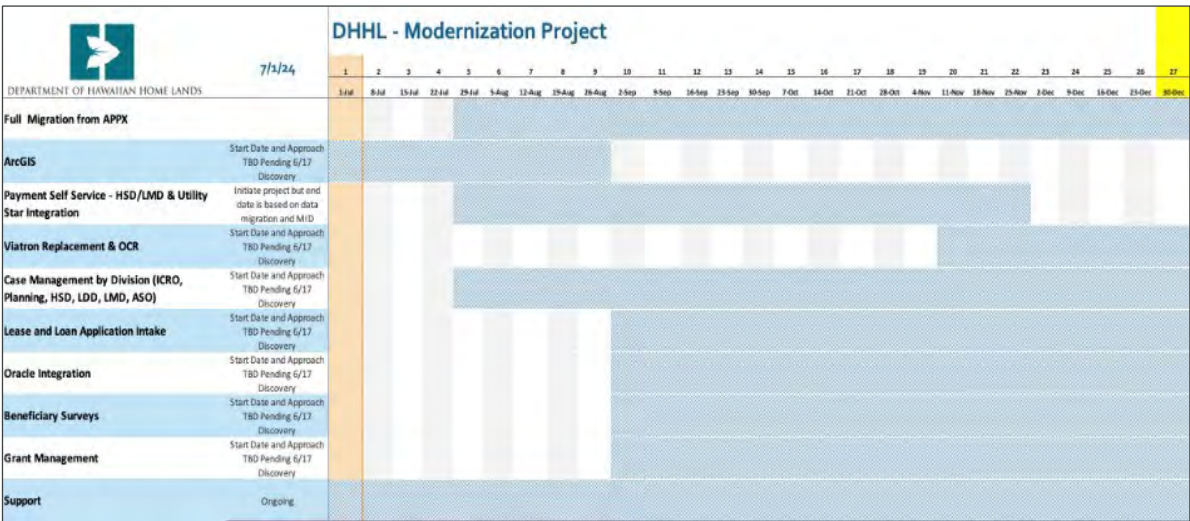
- Department of Hawaiian Home Lands (DHHL)
- Department of Consumer and Commerce Affairs (DCCA)
- Department of Agriculture (DOA)
- Department of Health (DOH)
- Department of Education (DOE)
- Department of Labor and Industrial Relations (DLIR)
- Department of Business Economic Development and Tourism (DBEDT)
- Public Utilities Commission (PUC)
- Ethics Commission
- Enterprise Technology
- OHA
- Servco
- Kamehameha Schools
- University of Hawaii
- Hawaii Pacific University
- HMSA
- St. Francis Hospital
 - And more

Salesforce Roadmap 2024:

The Salesforce team and consultants would like to start the work toward full migration on July 1, 2024. Here is the initial roadmap from July 2024 to December 2024.

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Initial Draft Roadmap



2024 Project Recap Report – Salesforce Buildout

Overview

In 2024, significant progress was made in modernizing and digitizing key business processes through a coordinated Salesforce buildout across the departments. These initiatives were aimed at improving service delivery, enhancing user self-service capabilities, and reducing reliance on manual processes.

Budget Allocation:

The budget will support the following areas:

- APPX migration to Salesforce.
- Public Portal for beneficiaries to access information.
- Land inventory search via ArcGIS maps
- Records management
- On-line Bill Payment and bill invoicing for residential and commercial customers and invoicing.

2025 Budget Request - Salesforce			
Services & Applications	Number	Annual Renewal Cost	Implementation Cost (One time Cost)
SF Licenses & APPX Migration	100 licenses	\$ 267,184.00	\$ 585,000.00
Service Experience Cloud - Public Portal	100 public users		\$ 360,000.00
Maps	20 licenses	\$ 15,360.00	\$ 180,000.00
Records Management	40 licenses	\$ 79,029.00	\$ 556,000.00
Billing & Payments	500 transactions	\$ 1,280.00	\$ 614,000.00
		\$ 362,853.00	\$ 2,295,000.00
Subtotal: Annual Renewal Cost + Implementation			\$ 2,657,853.00

FY25 System Modernization Project List Completed

#	Project / Enhancement	Description	Outcome / Benefit
1	Paper Lease Process	Transitioned lease workflows from paper to digital using Salesforce custom automation and forms.	Reduced processing time; eliminated paper tracking.
2	Payment Self-Service Portal	Launched a Salesforce Experience portal for clients to manage and view payments securely.	Decreased staff workload; improved transparency for clients.
3	Loan Application Intake	Online loan intake system with automated routing, validations, and document handling.	Improved data quality and reduced turnaround time.
4	Lease Application Intake	Digitized lease intake with eligibility logic, form guidance, and automation.	Standardized the process and reduced manual input errors.
5	Online New Application Intake	Online New Application intake system with automated routing, validations, and document handling.	Improved data quality and reduced turnaround time
6	Self-Service Document Access	Enabled clients to securely access uploaded and generated files through a Salesforce-based portal.	Reduced manual requests for document retrieval.
7	Utility Star Integration	API integration with Utility Star to synchronize utility data with Salesforce Accounts	Enabled real-time access to utility data
8	DocuSign Buildout for Viatron Migration	Scanned and indexed physical records into Salesforce using document management tools.	Improved accessibility, audit readiness, and eliminated physical storage reliance
9	ArcGIS – Salesforce Map Integration	Integrated GIS data from ArcGIS with Salesforce to enable map-based views	Improved visibility of geography.

The projected date of implementation is July 2025.

FY26 Salesforce Project

Fiscal Year 2026, the department advanced its digital transformation strategy by enhancing key systems and services through the Salesforce platform. These efforts are focused on improving user accessibility, internal workflow automation, and better service delivery for beneficiaries.

Budget Allocation:

The budget will support the following areas:

- Records Management
- Government Cloud
- Building Permit
- Enforcement Unit Enhancement
- Housing Branch Enhancement
- Artificial Intelligence Agent Assistance
- Loans Automation
- Etravel online process

	2026 Budget Request- Salesforce Modernization	
Service & Applications	Implementation Cost (One Time Cost)	Description
Records Management	\$105,000.00	Digital File Conversion
Government Cloud	\$20,000.00	Security
Building Permit	\$60,000.00	DHHL Beneficiary Permit Process
Enforce Unit Enhancement	\$30,000.00	EU process
Housing Enhancement	\$60,000.00	Housing process
AI Agent to assist Beneficiaries	\$60,000.00	Assist beneficiaries navigate on line portal/customer service/tech support
Loans: Automation for various loans categories	\$50,000.00	Assist beneficiaries in loan qualification
Loans: Automated Underwriting	\$135,000.00	Automated system to assist beneficiaries with loans
Etravel	\$135,000.00	On line travel expense process
Standard support	\$90,000.00	Salesforce Technical/professional support – Non Modernization
Modernization Support	\$400,000.00	Salesforce Technical/professional support - Modernization
Total	\$1,145,000.00	

FY26 System Modernization Project List To Be Completed:

#	Project / Enhancement	Description	Outcome / Benefit
1	Digital File Conversion	Scanned and indexed physical records into Salesforce using document management tools.	Improved accessibility, audit readiness, and eliminated physical storage reliance.
2	In-House Building Permit System	Developed a digital system to manage permit applications, reviews, and approvals within Salesforce.	Increased transparency and internal control; reduced external tool dependency.
3	Enforcement Unit Enhancement	Implemented case management tools with mobile access, alerts, and geolocation features for inspections and investigations.	Improved field efficiency, real-time updates, and compliance tracking.
4	Housing Enhancement	Added automation and tools for awards processing, eligibility checks, maintenance, and communications.	Streamlined workflows and improved client satisfaction.
5	IA Agent for Beneficiaries	Integrated an AI-powered digital assistant using Salesforce Einstein to guide beneficiaries through applications and other various DHHL services.	Reduced support calls and enhanced self-service capabilities.
6	Loans Automation & Underwriting	Built automated workflows for loan intake, scoring, review, and disbursement within Salesforce.	Faster approvals, increased consistency, and ensured compliance.
7	E-Travel Module	Launched a digital system to manage travel requests, approvals, and reimbursements.	Simplified tracking, reduced manual work, and improved budget oversight.

The projected date of completion is in the 3 quarter of FY26.

RECOMMENDATION

DHHL staff respectfully requests approval of the recommended motion as stated above.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16-17, 2025

To: Chairman and Members, Hawaiian Homes Commission

From: Oriana Leao, NAHASDA Government Relations Program Specialist

Subject: For Information Only – Legislative Proposals for 2026

RECOMMENDATION/ACTION:

None; For information only.

DISCUSSION

In preparation for next legislative session, the focus now is on outreach both internally and externally. As the body charged with setting the policy for DHHL, it is most appropriate to begin outreach with each one of you. If there are issues that you believe require legislative action, this input is requested now and will be collected until July 28, 2025. Anyone interested in submitting recommended legislative action can fill out the form included with this submittal.

In addition to the Commission and DHHL staff, an email will be sent to homestead associations, beneficiary organizations, testifiers on DHHL related measures, and other stakeholders/ organizations. It is important to point out that a request for proposed legislative action by the HHC, DHHL staff, beneficiary organizations, beneficiaries or other stakeholders/organizations does not guarantee inclusion in DHHL's legislative package but will be reviewed and considered. Requests for legislative action could be routed through area legislators and other requests such as Grant in Aid (GIA) applications must still be submitted as provided by the legislature.

RECOMMENDED MOTION/ACTION

None; For information only.



HAWAIIAN HOME LANDS TRUST

Department of Hawaiian Home Lands

Proposed Legislative Action Request for 2026

Name: _____

Organization: _____

Address: _____

Email: _____

Lessee: Y / N

Applicant: Y / N

Beneficiary: Y / N

Issue: _____

Bill: Y / N

Resolution: Y / N

Other: Y / N

Statement explaining why you need the legislative action and what problem the legislative action is designed to correct?

Does your proposal require an amendment to the HHCA? Y / N

Does your proposal require funding? Y / N

If yes, how much funding? _____

STATE OF HAWAI'I
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16 – June 17, 2025

To: Chairman and Members, Hawaiian Homes Commission
From: David Hoke, Administrator, Enforcement Unit
Subject: For Information Only – Monthly Enforcement Unit Efforts and Statistics (May 12, 2025 – June 8, 2025)

RECOMMENDED ACTIONS: For information only.

DISCUSSION:

Total requests received since last submittal: 6

- Oahu: 1 (Nanakuli)
- Maui: 0
- Kauai: 0
- East Hawaii: 0
- West Hawaii: 0
- Molokai: 0
- Lanai: 0
- LMD: 1 (Waimanalo)
- OCH: 1 (Kanehili)
- Self Generated by EU: 3 (Panaewa, Waimanalo, and Kekaha)

Total requests received in 2025: 76

Total reports submitted since the last submittal: 30

Total reports submitted in 2025: 121

Official correspondence sent to beneficiaries related to EU investigations since the last submittal:
6

Staff Updates: Kip Akana retirement effective 6/30/2025

Events and Operations:

- 5/14/25 – EU Legal Assistant, Casey Corpuz and HSD Homestead Assistant, Chevell Koanui completed lease transfer at FDC
 - o In July 2024, EU informed of a controlled buy of fentanyl around May 2024.

- EU learned that the lessee of record had been deceased from several years and the named successor was the individual who was convicted of having fentanyl shipped to this homestead property that he was still living on.
 - Worked with the successor prior to his incarceration to transfer the lease to him before transferring it to a relative before he was moved to a mainland facility where he will be serving most of his prison term.
- 5/15/25 – EU secured home with no active lessee but occupied with ongoing safety concerns to the surrounding homestead and beneficiaries.
 - The initial complaint received in April 2024 with reports of drug activity with high traffic and transients staying at the house.
 - Learned that one of the occupants was the successor so DHHL could not trespass this individual to have them removed and would need to get a writ. While the request for the writ was submitted, EU continued to visit the home to try to mitigate risks, continue to speak with the named successor, and try to convince her to vacate the property.
 - In February 2025, the police executed a search warrant at the home which resulted in multiple arrests of the individuals and fentanyl was recovered within the home.
 - In Early May 2025, EU convinced the successor to vacate the property after a total of 6 visits to the property.
- 5/22/25 – EU brings two homes back into inventory on Maui.
 - “Lease #1” cancelled in February 2014. EU made 4 visits to property to negotiate vacating.
 - “Lease #2” cancelled in August 2022. EU made 7 visits to property to negotiate vacating.
- 5/28/25 – EU locates an individual they had been seeking due to non-occupancy and lease violations since May 2023.
 - EU made a total of 8 attempts to locate this individual at the property in question.
 - Upon speaking with the individual, he no longer felt he could care for the property so he agreed to transfer the lease.
 - Lessee and family went to the office and completed the intent to transfer document within 24 hours of EU contact.
 - Family member who the lease will be transferred to is on the waitlist.
- 5/29/25 – EU led CCH and negotiated the removal of trespassers from leased parcel with numerous complaints of illegal activity and high traffic.
 - EU on standby while squatters were removed and house knocked down.

- Still other lease violations to address, however, the main threat to the safety of the surrounding beneficiaries has been addressed.
- EU has been working this case since May 2023 and made a total of 9 visits to the property.
- Prepped and submitted evidence for CCH which totaled 158 pages.
- 6/2/25 – 6/3/25 – EU emergency response to get home back into inventory.
 - Initial complaint received in March 2024 regarding squatter who was living on an unleased AG parcel.
 - EU began an investigation and learned that the person staying on this property was a possible federal informant.
 - EU cross checked this information with Federal and County law enforcement and were asked to stay away from property to avoid jeopardizing their investigation.
 - On 6/1/25 at 1713 hours, EU was notified an arrest warrant was being served for the individual who was squatting on this property the following morning at 0700 hours.
 - EU flew in on the morning of 6/2/25 and posted notices could be posted which would allow the personal property and structures in place to be legally removed and knocked down after 24 hours.
 - EU stayed on site for 24 hours to prevent this individual or anyone else from reoccupying the parcel.

CCH Process for Efficiency: EU will be taking the lead on CCH for most hearing that do not pertain to loan delinquencies and blood quantum qualifications. EU would like to propose some possible additional steps to remediate the violations without a CCH. The goals will include the lessee understanding the severity of the matter and hopefully become self-motivated to address the lease violation, avoid lease cancellations, and become more efficient with the CCH process.

Beneficiary Engagement:


- Monthly email to associations, NSW, and other beneficiary POCs (6/8/25, 73 total recipients)
- Kauluokahai NSW walk on 5/27/25
- Makuu Farmers Association
- Keaukaha Panaewa Farmers Association
- Kanehili NSW
- KCDC
- SCHHA – EU and DLE presentation at yearly conference on 6/4/25

Interagency Collaboration:

- County Police:
 - o HPD – D8 Narco/Vice, Community Policing Team, Records Division
 - o HCPD – Community Policing Team, Narco/Vice, Records Division
 - o KPD – Patrol, Records Division
- State of Hawaii Department of Law Enforcement – Director Mike Lambert
- State of Hawaii Emergency Management

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairperson and Members, Hawaiian Homes Commission
FROM: Juan Garcia, HSD Administrator 
Homestead Services Division
SUBJECT: **Homestead Services Division Status Reports**

RECOMMENDED MOTION ACTION

None

DISCUSSION

The following reports are for information only:

- EXHIBIT A: Homestead Lease and Application Totals and
Monthly Activity Reports
- EXHIBIT B: Delinquency Reports

June 16, 2025

SUBJECT: Homestead Lease and Application Totals and Monthly Activity Reports

LEASE ACTIVITY REPORT

Month through May 31, 2025

	As of 4/30/25	Add	Cancel	As of 5/31/25
Residential	8,512	1	0	8,513
Agricultural	1,138	10	0	1,148
Pastoral	437	0	0	437
Total	10,087	11	0	10,098

The cumulative number of Converted Undivided Interest Lessees represents an increase of 580 families moving into homes. Their Undivided Interest lease was converted to a regular homestead lease.

	As of 4/30/25	Converted	Rescinded/ Surrendered/ Cancelled/	As of 5/31/25
Undivided	729	0	0	729

Balance as of 5/31/2025:

Awarded	1,434
Relocated to UNDV	7
Reinstated to UNDV	1
Rescinded	123
Surrendered	6
Cancelled	4
Converted	580
Balance to Convert	729

Lease Report For the Month Ending May 31, 2025

	----- RESIDENCE -----				----- AGRICULTURE -----				----- PASTURE -----				----- TOTAL LEASES -----			
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
OAHU																
Kakaina	43	0	0	43	0	0	0	0	0	0	0	0	43	0	0	43
Kalawahine	90	0	0	90	0	0	0	0	0	0	0	0	90	0	0	90
Kanehili	400	0	0	400	0	0	0	0	0	0	0	0	400	0	0	400
Kapolei	172	0	0	172	0	0	0	0	0	0	0	0	172	0	0	172
Kaulukohai	155	0	0	155	0	0	0	0	0	0	0	0	155	0	0	155
Kaupea	323	0	0	323	0	0	0	0	0	0	0	0	323	0	0	323
Kaupuni	19	0	0	19	0	0	0	0	0	0	0	0	19	0	0	19
Kewalo	248	0	0	248	0	0	0	0	0	0	0	0	248	0	0	248
Kumuhau	51	0	0	51	0	0	0	0	0	0	0	0	51	0	0	51
Luahualei	149	0	0	149	30	0	0	30	0	0	0	0	179	0	0	179
Malu'ohai	225	0	0	225	0	0	0	0	0	0	0	0	225	0	0	225
Nanakuli	1,045	0	0	1,045	0	0	0	0	0	0	0	0	1,045	0	0	1,045
Papakolea	64	0	0	64	0	0	0	0	0	0	0	0	64	0	0	64
Princess Kahanu Estates	268	0	0	268	0	0	0	0	0	0	0	0	268	0	0	268
Waiahole	0	0	0	0	16	0	0	16	0	0	0	0	16	0	0	16
Waianae	421	0	0	421	12	0	0	12	0	0	0	0	433	0	0	433
Waimanalo	711	0	0	711	2	0	0	2	0	0	0	0	713	0	0	713
TOTAL	4,384	0	0	4,384	60	0	0	60	0	0	0	0	4,444	0	0	4,444
MAUI																
Hikina	31	0	0	31	0	0	0	0	0	0	0	0	31	0	0	31
Kahikinui	0	0	0	0	0	0	0	0	100	0	0	100	100	0	0	100
Keokea	0	0	0	0	64	0	0	64	0	0	0	0	64	0	0	64
Leialii	103	0	0	103	0	0	0	0	0	0	0	0	103	0	0	103
Paukukalo	178	0	0	178	0	0	0	0	0	0	0	0	178	0	0	178
Waiehu 1	39	0	0	39	0	0	0	0	0	0	0	0	39	0	0	39
Waiehu 2	109	0	0	109	0	0	0	0	0	0	0	0	109	0	0	109
Waiehu 3	113	0	0	113	0	0	0	0	0	0	0	0	113	0	0	113
Waiehu 4	98	0	0	98	0	0	0	0	0	0	0	0	98	0	0	98
Waiohuli	590	0	0	590	0	0	0	0	0	0	0	0	590	0	0	590
TOTAL	1,261	0	0	1,261	64	0	0	64	100	0	0	100	1,425	0	0	1,425
EAST HAWAII																
Discovery Harbour	3	0	0	3	0	0	0	0	0	0	0	0	3	0	0	3
Kamoa	0	0	0	0	0	0	0	0	25	0	0	25	25	0	0	25
Honou	0	0	0	0	15	0	0	15	0	0	0	0	15	0	0	15
Kaunala	47	0	0	47	0	0	0	0	0	0	0	0	47	0	0	47
Keaukaha	473	0	0	473	0	0	0	0	0	0	0	0	473	0	0	473
Kurtistown	3	0	0	3	0	0	0	0	0	0	0	0	3	0	0	3
Makua	0	0	0	0	140	10	0	150	0	0	0	0	140	10	0	150
Panaewa	13	0	0	13	275	0	0	275	0	0	0	0	288	0	0	288
Piihonua	17	0	0	17	0	0	0	0	0	0	0	0	17	0	0	17
Puueo	0	0	0	0	11	0	0	11	0	0	0	0	11	0	0	11
University Heights	4	0	0	4	0	0	0	0	0	0	0	0	4	0	0	4
Waiakea	283	1	0	284	0	0	0	0	0	0	0	0	283	1	0	284
TOTAL	843	1	0	844	441	10	0	451	25	0	0	25	1,309	11	0	1,320
WEST HAWAII																
Honokaia	0	0	0	0	0	0	0	0	24	0	0	24	24	0	0	24
Humuula	0	0	0	0	0	0	0	0	5	0	0	5	5	0	0	5
Kamoku	0	0	0	0	0	0	0	0	16	0	0	16	16	0	0	16
Kanihale	223	0	0	223	0	0	0	0	0	0	0	0	223	0	0	223
Kawaihae	192	0	0	192	0	0	0	0	1	0	0	1	193	0	0	193
Laiopua	274	0	0	274	0	0	0	0	0	0	0	0	274	0	0	274
Lalamilo	30	0	0	30	0	0	0	0	0	0	0	0	30	0	0	30
Nienie	0	0	0	0	0	0	0	0	21	0	0	21	21	0	0	21
Puukapu/Waimea/Kuhio Vil	118	0	0	118	110	0	0	110	217	0	0	217	445	0	0	445
Puupulehu	33	0	0	33	0	0	0	0	0	0	0	0	33	0	0	33
TOTAL	870	0	0	870	110	0	0	110	284	0	0	284	1,264	0	0	1,264
KAUAI																
Anahola	553	0	0	553	46	0	0	46	0	0	0	0	599	0	0	599
Hanapepe	47	0	0	47	0	0	0	0	0	0	0	0	47	0	0	47
Kekaha	116	0	0	116	0	0	0	0	0	0	0	0	116	0	0	116
Puu Opae	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	1
TOTAL	716	0	0	716	46	0	0	46	1	0	0	1	763	0	0	763
MOLOKAI																
Hoolahua	152	0	0	152	346	0	0	346	21	0	0	21	519	0	0	519
Kalamaula	167	0	0	167	68	0	0	68	3	0	0	3	238	0	0	238
Kapaakea	47	0	0	47	0	0	0	0	3	0	0	3	50	0	0	50
Moomomi	0	0	0	0	3	0	0	3	0	0	0	0	3	0	0	3
One Alii	27	0	0	27	0	0	0	0	0	0	0	0	27	0	0	27
TOTAL	393	0	0	393	417	0	0	417	27	0	0	27	837	0	0	837
LANAI																
Lanai	45	0	0	45	0	0	0	0	0	0	0	0	45	0	0	45
TOTAL	45	0	0	45	0	0	0	0	0	0	0	0	45	0	0	45
STATEWIDE TOTAL	8,512	1	0	8,513	1,138	10	0	1,148	437	0	0	437	10,087	11	0	10,098

Statewide Lease Application and Applicant Totals as of June 1, 2025

ISLAND	AC	AREA / TYPE	5/1/2025	ADDS	DELETES	6/1/2025								
			TOTALS			TOTALS								
O'ahu	113	Nānākuli Res	150	0	0	150	0.95%	O'AHU APP TYPE TOTALS						
	123	Papakōlea / Kewalo Res	61	0	0	61	0.39%	<u>Agr</u>	<u>Pas</u>	<u>Res</u>				
	133	Waimānalo Res	507	0	0	507	3.22%	4,242	+	0	+	11,517	=	15,759
	143	Wai'anāe Res	132	0	0	132	0.84%	26.92%		0.00%		73.08%		100.00%
	191	O'ahu Islandwide Agr	4,241	3	2	4,242	26.92%							
	193	O'ahu Islandwide Res	10,661	10	4	10,667	67.68%							
		Total O'ahu Apps	15,752	13	6	15,759	100.00%							
Maui	213	Paukūkalo Res	49	0	0	49	0.52%	MAUI APP TYPE TOTALS						
	221	Kula Agr	4	0	0	4	0.04%	<u>Agr</u>	<u>Pas</u>	<u>Res</u>				
	222	Kula Pas	3	0	0	3	0.03%	4,845	+	625	+	3,984	=	9,454
	291	Maui Islandwide Agr	4,841	0	0	4,841	51.20%	51.25%		6.61%		42.14%		100.00%
	292	Maui Islandwide Pas	622	0	0	622	6.58%							
	293	Maui Islandwide Res	3,935	1	0	3,936	41.63%							
		Total Maui Apps	9,454	1	0	9,455	100.00%							
Hawai'i	313	Keaukaha / Waiākea Res	64	0	0	64	0.41%	HAWAII APP TYPE TOTALS						
	321	Pana'ewa Agr	12	0	0	12	0.08%	<u>Agr</u>	<u>Pas</u>	<u>Res</u>				
	333	Kawaihae Res	15	0	0	15	0.10%	7,401	+	2,028	+	6,076	=	15,505
	341	Waimea Agr	9	0	0	9	0.06%	47.73%		13.08%		39.19%		100.00%
	342	Waimea Pas	39	0	0	39	0.25%							
	343	Waimea Res	44	0	0	44	0.28%							
	391	Hawai'i Islandwide Agr	7,378	12	10	7,380	47.60%							
	392	Hawai'i Islandwide Pas	1,985	5	1	1,989	12.83%							
	393	Hawai'i Islandwide Res	5,945	10	2	5,953	38.39%							
	Total Hawai'i Apps	15,491	27	13	15,505	100.00%								
Kaua'i	511	Anahola Agr	3	0	0	3	0.07%	KAUAI APP TYPE TOTALS						
	512	Anahola Pas	19	0	0	19	0.43%	<u>Agr</u>	<u>Pas</u>	<u>Res</u>				
	513	Anahola Res	38	0	0	38	0.86%	2,331	+	346	+	1,753	=	4,430
	523	Kekaha Res	8	0	0	8	0.18%	52.62%		7.81%		39.57%		100.00%
	532	Pu'u 'Ōpae Pas	7	0	0	7	0.16%							
	591	Kaua'i Islandwide Agr	2,328	0	0	2,328	52.55%							
	592	Kaua'i Islandwide Pas	320	0	0	320	7.22%							
	593	Kaua'i Islandwide Res	1,705	2	0	1,707	38.53%							
	Total Kaua'i Apps	4,428	2	0	4,430	100.00%								
Moloka'i	613	Kalama'ula Res	3	0	0	3	0.14%	MOLOKA'I APP TYPE TOTALS						
	621	Ho'olehua Agr	15	0	0	15	0.69%	<u>Agr</u>	<u>Pas</u>	<u>Res</u>				
	622	Ho'olehua Pas	1	0	0	1	0.05%	1,143	+	204	+	829	=	2,176
	623	Ho'olehua Res	7	0	0	7	0.32%	52.53%		9.38%		38.10%		100.00%
	633	Kapa'akea Res	6	0	0	6	0.28%							
	643	One Ali'i Res	1	0	0	1	0.05%							
	691	Moloka'i Islandwide Agr	1,126	2	0	1,128	51.84%							
	692	Moloka'i Islandwide Pas	201	2	0	203	9.33%							
	693	Moloka'i Islandwide Res	808	4	0	812	37.32%							
	Total Moloka'i Apps	2,168	8	0	2,176	100.00%								
Lāna'i	713	Lāna'i Res	71	0	0	71	100.00%	LĀNA'I APP TYPE TOTALS						
		Total Lāna'i Apps	71	0	0	71	100.00%	<u>Agr</u>	<u>Pas</u>	<u>Res</u>				
							0	+	0	+	71	=	71	
							0.00%		0.00%		100.00%		100.00%	

STATEWIDE TOTALS				STATEWIDE APP TYPE TOTALS		
5/1/2025	Adds	Deletes	6/1/2025	Agr	Pas	Res
47,364	51	19	47,396	19,962	3,203	24,230

DHHL Applicant Summary as of June 1, 2025

Individuals with only RESIDENTIAL applications:	6,424	21.71%
Individuals with only AGRICULTURAL applications:	4,621	15.62%
Individuals with only PASTORAL applications:	738	2.49%
Individuals with RESIDENTIAL and AGRICULTURAL applications:	15,341	51.85%
Individuals with RESIDENTIAL and PASTORAL applications:	2,465	8.33%
	<hr/>	<hr/>
*Total Number of DHHL APPLICANTS:	29,589	100.00%

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

DELINQUENCY REPORT - STATEWIDE

June 16, 2025

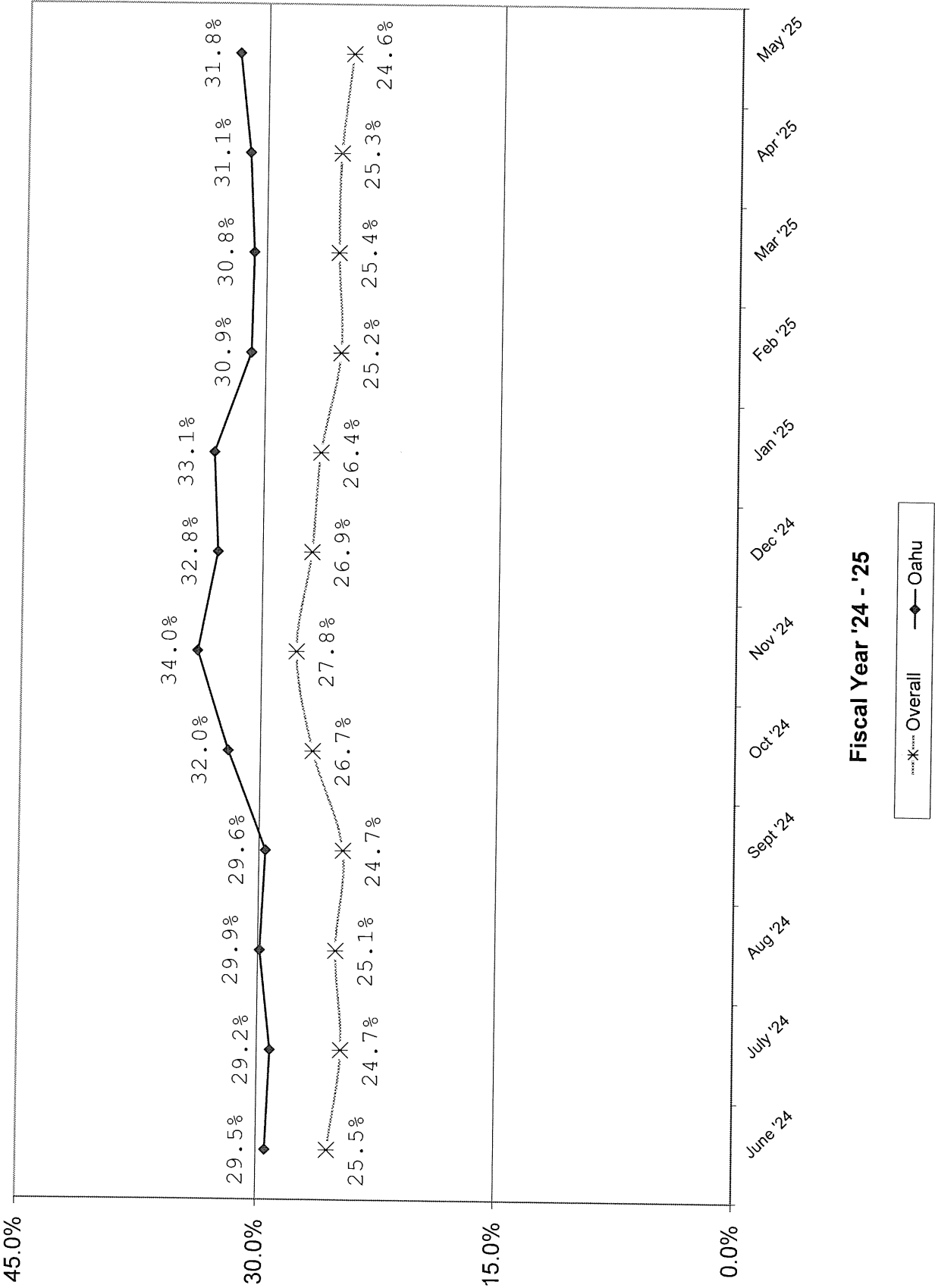
(\$Thousands)

	Total Outstanding		Total Delinquency		30 Days (low)		60 Days (Medium)		90 Days (High)		180 Days (Severe)		% of Totals 5/31/2025	
	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	\$
DIRECT LOANS														
OAHU	349	36,361	104	11,566	13	1,465	4	372	10	1,103	77	8,626	29.8%	31.8%
EAST HAWAII	179	10,713	52	3,674	4	162	3	273	5	259	40	2,980	29.1%	34.3%
WEST HAWAII	76	7,600	13	1,238	6	566	4	350	1	103	2	219	17.1%	16.3%
MOLOKAI	73	6,366	12	534	4	176	0	0	1	6	7	351	16.4%	8.4%
KAUAI	89	8,215	14	1,210	3	346	0	0	2	208	9	656	15.7%	14.7%
MAUI	120	20,387	25	3,795	2	159	2	260	4	589	17	2,787	20.8%	18.6%
TOTAL DIRECT	886	89,642	220	22,018	32	2,874	13	1,255	23	2,269	152	15,620	24.8%	24.6%
	100.0%	100.0%	24.8%	24.6%	3.6%	3.2%	1.5%	1.4%	2.6%	2.5%	17.2%	17.4%		
Advances (including RPT)	233	5,885	233	5,885	0	0	0	0	233	5,885			100%	100%
DHHL LOANS & Advances	1,119	95,527	453	27,903	32	2,874	13	1,255	256	8,153	152	15,620	40.5%	29.2%
LOAN GUARANTEES as of June 30, 2024														
SBA	2	67	0	0	0	0	0	0	0	0			0.0%	0.0%
USDA-RD	274	35,831	43	6,613	0	0	0	0	43	6,613			15.7%	18.5%
Habitat for Humanity	32	893	16	429	0	0	0	0	16	429			50.0%	48.0%
Maui County	5	74	0	0	0	0	0	0	0	0			0.0%	0.0%
Nanakuli NHS	1	7	1	7	0	0	0	0	1	7			100.0%	100.0%
City & County	10	204	10	204	0	0	0	0	10	204			100.0%	100.0%
FHA Interim	8	2,945	0	0	0	0	0	0	0	0			0.0%	0.0%
OHA	20	2,084	2	323	0	0	0	0	2	323			10.0%	15.5%
TOTAL GUARANTEE	352	42,105	72	7,576	0	0	0	0	72	7,576			20.5%	18.0%
PMI Loans	110	14,112	1	83	0	0	0	0	1	83			0.9%	0.6%
HUD REASSIGNED for Recovery	110	11,658	90	10,108	0	0	1	14	3	143	86	9,951	81.8%	86.7%
FHA Insured Loans	2,891	528,524	207	31,668	0	0	0	0	207	31,668			7.2%	6.0%
TOTAL INS. LOANS	3,111	554,294	298	41,859	0	0	1	14	211	31,894	86	9,951	9.6%	7.6%
OVERALL TOTALS(EXC Adv/RPT's)	4,349	686,041	590	71,453	32	2,874	14	1,270	306	41,739	238	25,570	13.6%	10.4%
ADJUSTED TOTALS	4,582	691,926	823	77,338	32	2,874	14	1,270	539	47,624	238	25,570		11.2%

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

The deferred interest for 395 loans comes out to \$1,885,185.16 as of 5/31/2025.

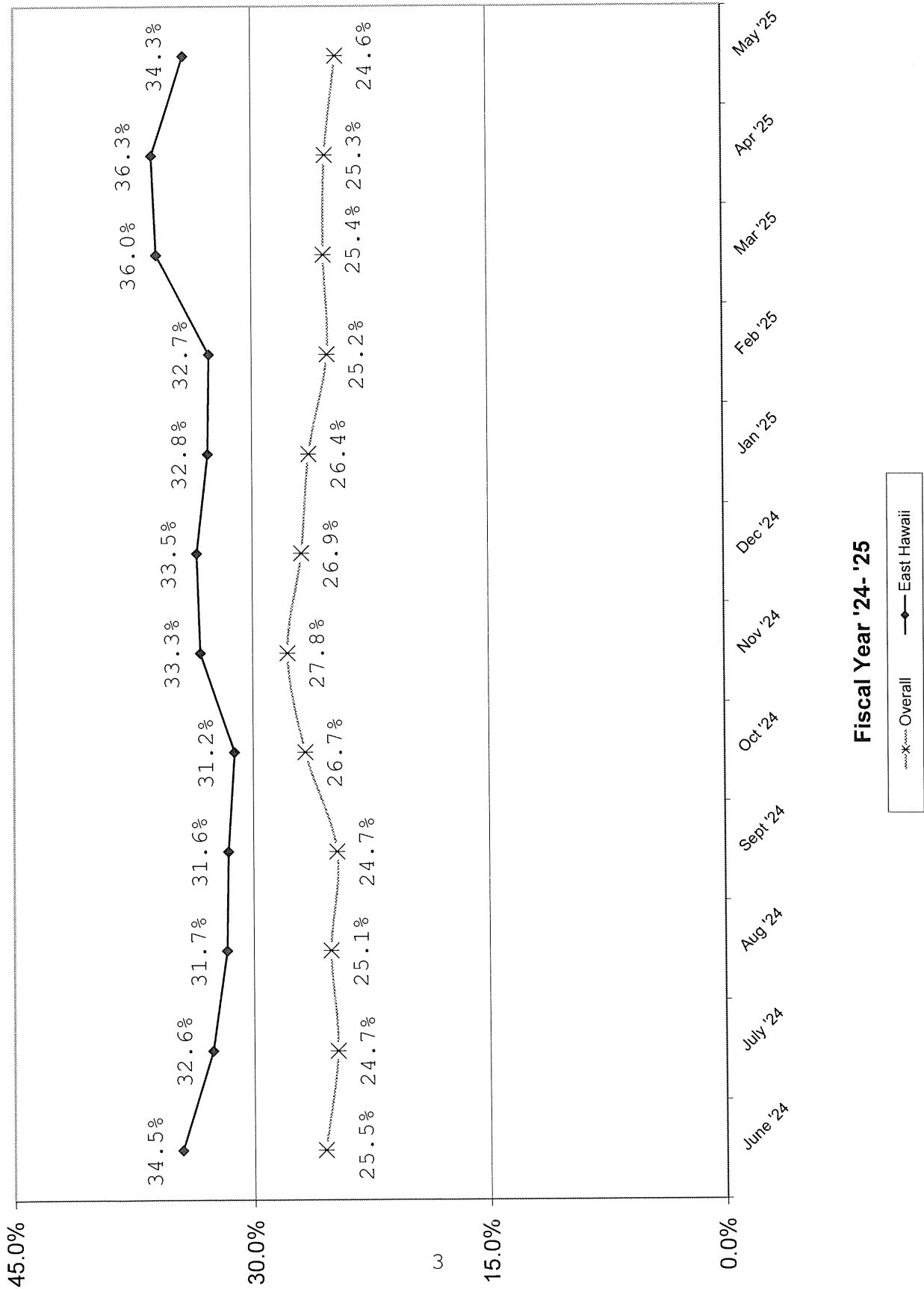
OAHU Direct Loans Delinquency Ratio Report



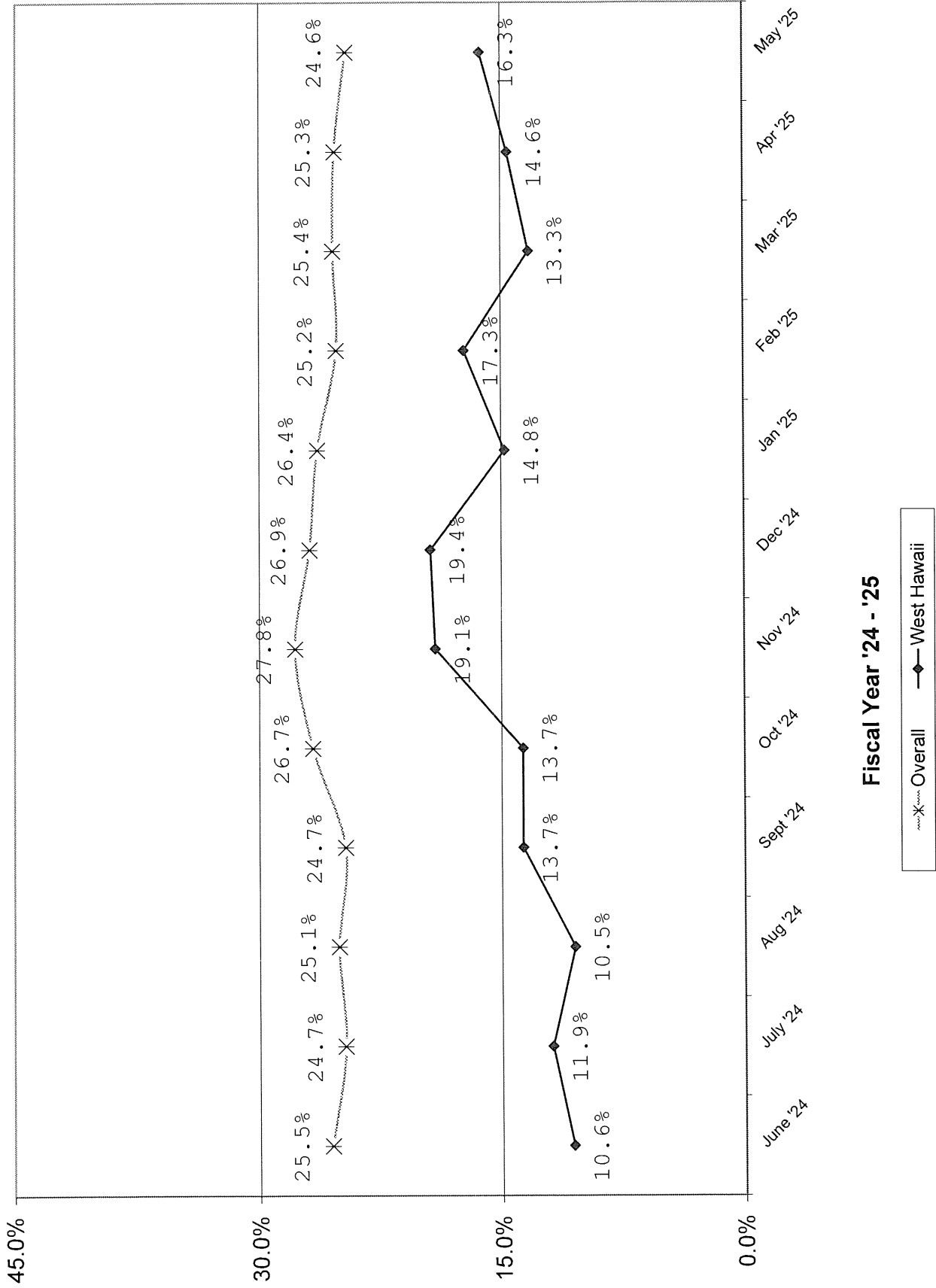
Fiscal Year '24 - '25

Overall Oahu

EAST HAWAII Direct Loans Delinquency Ratio Report



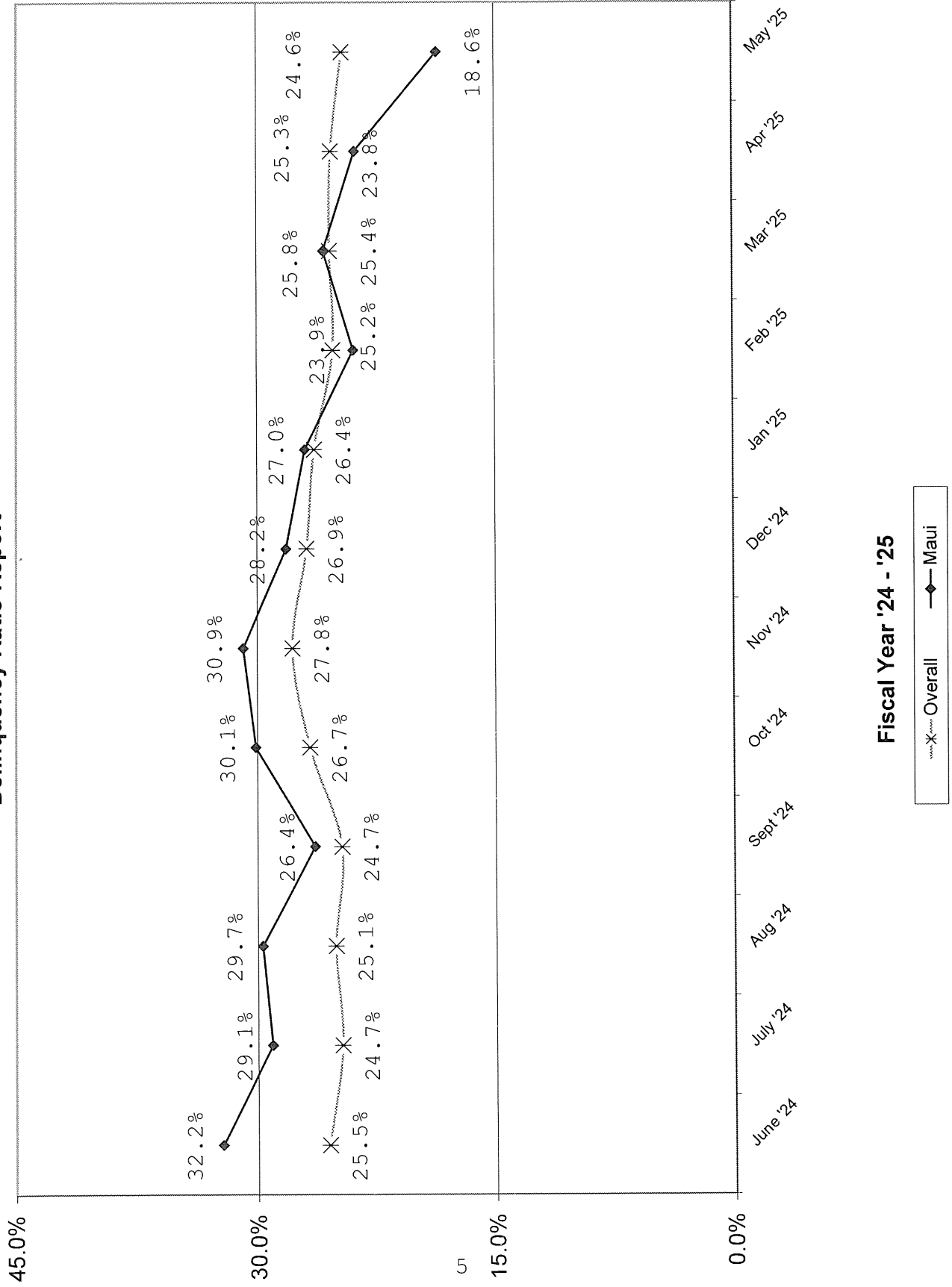
WEST HAWAII
Direct Loans
Delinquency Ratio Report



Fiscal Year '24 - '25

Overall West Hawaii

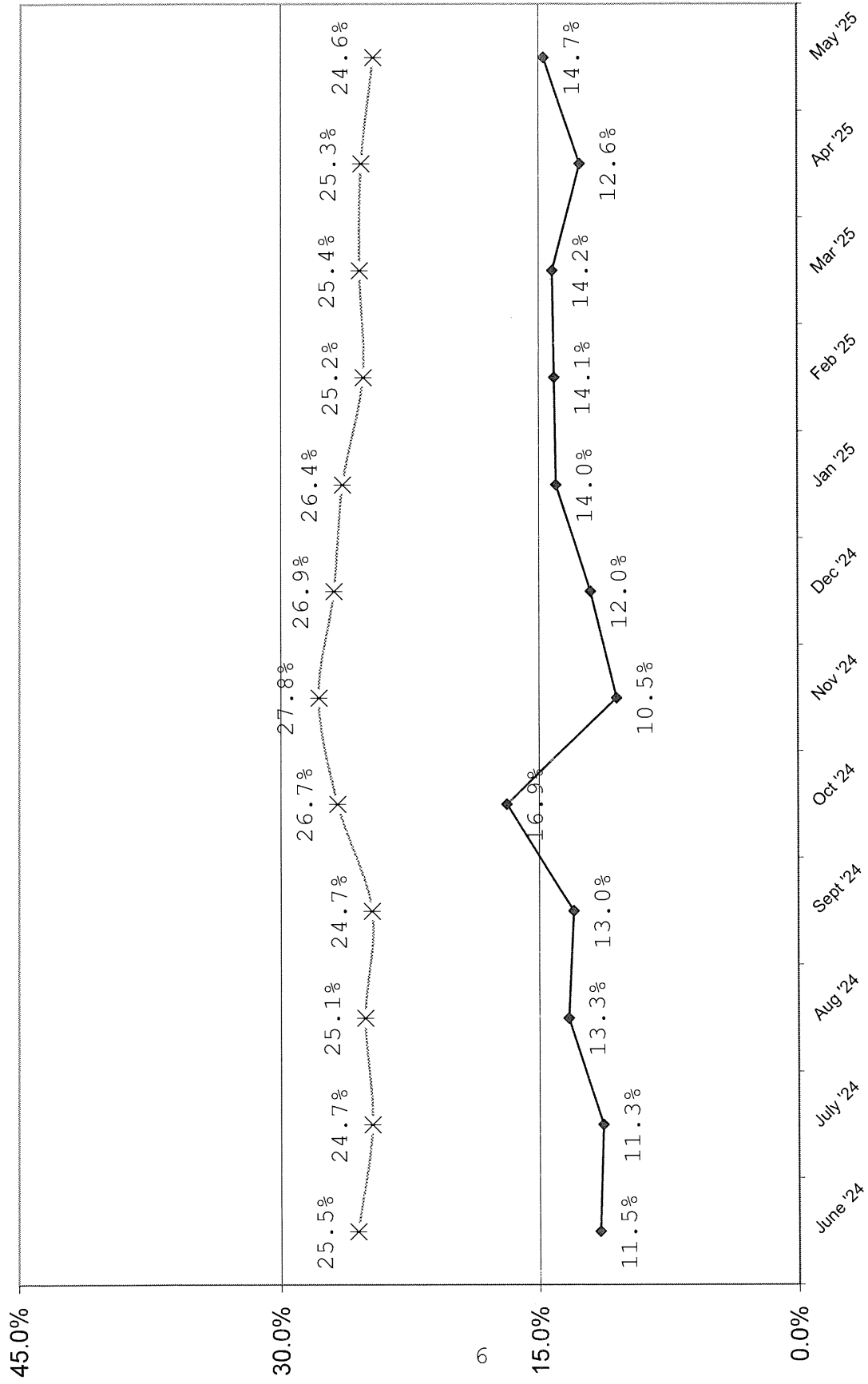
MAUI
Direct Loans
Delinquency Ratio Report



Fiscal Year '24 - '25

x Overall —◆— Maui

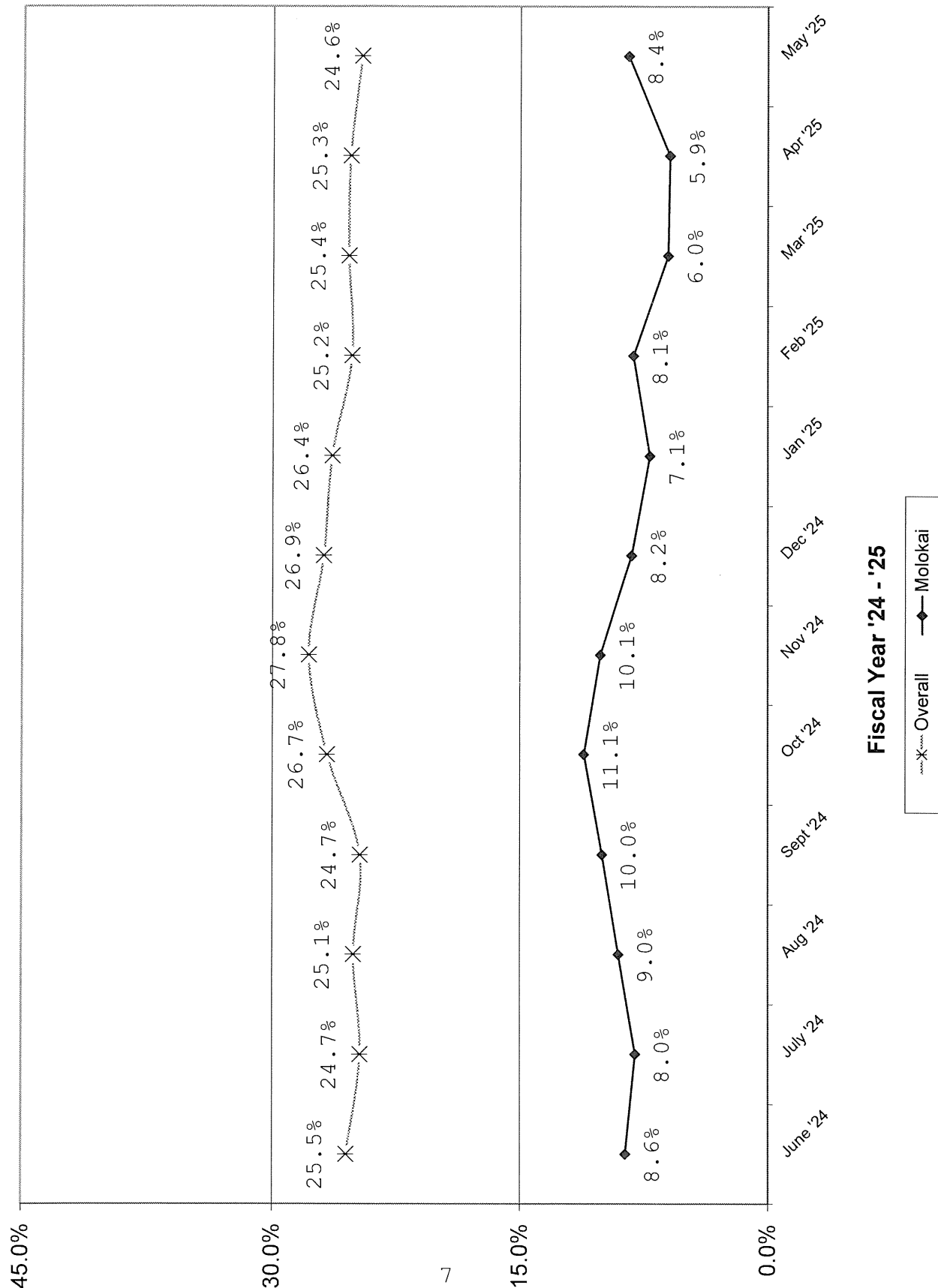
KAUAI
Direct Loans
Delinquency Ratio Report



Fiscal Year '24 - '25

.....x..... Overall ◆ Kauai

MOLOKAI
Direct Loans
Delinquency Ratio Report



Fiscal Year '24 - '25

.....x..... Overall —◆— Molokai

June 16, 2025

SUBJECT: **DHHL Guarantees for Hawaii Community Lending
(HCL) Permanent Loans**

DISCUSSION: The Department issued guarantees for the following
HCL permanent loans pursuant to a Memorandum of
Agreement (MOA) approved on November 21, 2023:

<u>LEASE NO.</u>	<u>AREA</u>	<u>LESSEE</u>	<u>Loan Amount</u>	<u>Date Approved</u>
11151	Anahola	Medina, Talia G.A.	\$324,335	5/6/25

	<u>No.</u>	<u>Balance</u>
FY Ending 6/30/24	0	\$ -0-
Previous Months	3	\$ 1,004,146
This Month	<u>1</u>	<u>324,335</u>
FY '24-'25 to date	4	\$ 1,328,481

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator
Homestead Services Division

FROM: Dean Oshiro, Loan Services Manager

SUBJECT: **Approval of Consent to Mortgage**

RECOMMENDED MOTION/ACTION

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

DISCUSSION

<u>PROPERTY</u>	<u>LESSEE</u>	<u>LENDER</u>	<u>LOAN AMOUNT</u>
<u>OAHU</u>			
Nanakuli Lease No. 3299 TMK: 1-8-9-005:093	ELI, Clyde K.M. Jr. (203k Rehab) FHA	HomeStreet Bank	\$ 675,865
Waiahole Lease No. 6638 TMK: 1-4-8-008:029	KAMALANI, Llewellyn T. (Cash- out) FHA	Bank of Hawaii	\$ 325,000
Kanehili Lease No. 12668 TMK: 1-9-1-151:024	PARIS, Jasmine K. (Cash- out) FHA	Guild Mortgage Company, LLC	\$ 508,620
Maluohai Lease No. 9871 TMK: 1-9-1-120:049	SWANN, Selena K. (Cash- out) HUD 184A	Bank of Hawaii	\$ 490,000

Nanakuli Lease No. 5687 TMK: 1-8-9-015:007	LUAVASA, Alfie (Cash-out) FHA	Hightech Lending Inc.	\$ 505,506
Nanakuli Lease No. 4552 TMK: 1-8-9-010:080	AWEAU, Michael S. & Michael S. Jr., and HEW-LEN, Clint W.M.K. (Cash-out) HUD 184A	Bank of Hawaii	\$ 275,000
Maluohai Lease No. 9763 TMK: 1-9-1-119:057	TEHOTU, Gerard K. Jr. (Purchase) FHA	Guild Mortgage Company, LLC	\$ 190,992
Maluohai Lease No. 9754 TMK: 1-9-1-119:022	MAIAVA, Robin K. (Purchase) FHA	Security Nat- ional Mortg- age Company	\$ 655,000
Lualualei Lease No. 12985 TMK: 1-8-6-023:059	IOANE, Stacey K. K. (Rate and Term Refi) FHA	HomeStreet Bank	\$ 553,190
Kanehili Lease No. 11548 TMK: 1-9-1-151:048	SAFFERY, Ronald M. (Rate and Term Refi) VA	Department of Veterans Affairs	\$ 136,000
<u>MOLOKAI</u>			
Hoolehua Lease No. 115-A-3 TMK: 2-5-2-007:106	TALON, Andrea C. W. (Cash- out) HUD 184A	CMG Mortgage	\$ 383,800
<u>MAUI</u>			
Waiohuli Lease No. 10488 TMK: 2-2-2-028:178	YAP, Emma K. B. (Cash- out) HUD 184A	Bank of Hawaii	\$ 450,000
Waiohuli Lease No. 10336 TMK: 2-2-2-033:069	YUEN, Arnold O. K. (One Step Construction) FHA	HomeStreet Bank	\$ 549,700

Leialii Lease No. 11474 TMK: 2-4-5-036:056	KAHULA, Lyrik P. (Purchase) FHA	loanDepot.c- om, LLC	\$ 675,000
Puuhona Lease No. 13208 TMK: 2-3-5-044:008	AKIU, Joseph Jr. (Purchase) VA	Department of Veterans Affairs	\$ 708,750
Puuhona Lease No. 13244 TMK: 2-3-5-044:029	AKAU, William-Allan Jr. (Purchase) FHA	American Savings Bank	\$ 701,167
Puuhona Lease No. 10464 TMK: 2-3-5-044:081	BAILEY, Willhem (Purchase) VA	Department of Veterans Affairs	\$ 780,000
Puuhona Lease No. 13250 TMK: 2-3-5-044:026	KOA, David III (Purchase) FHA	SecurityNat- ional Mortg- age Company	\$ 700,167
Puuhona Lease No. 13121 TMK: 2-3-5-044:025	KEAWEKANE, Kamakahalua (Purchase) FHA	Bank of Hawaii	\$ 600,000
Puuhona Lease No. 13102 TMK: 2-3-5-044:077	NAAUAO, Mark (Purchase) FHA	Central Pacific Bank	\$ 702,000

KAUAI

Anahola Lease No. 13016 TMK: 4-4-8-022:116	GOO, Christian K.C. Jr. (Permanent) FHA	SecurityNat- ional Mortg- age Company	\$ 600,000
Anahola Lease No. 11046 TMK: 4-4-8-022:107	KUEHU, Chanel L. (Permanent) FHA	SecurityNat- ional Mortg- age Company	\$ 600,000
Anahola Lease No. 6545 TMK: 4-4-8-019:003	MARSHALL, Julia M. (Cash-out) HUD 184A	Click n' Close, Inc.	\$ 151,500

HAWAII

Kawaihae Lease No. 7102 TMK: 3-6-1-008:003	KEPOO, Barron K. (Purchase) FHA	Click n' Close, Inc.	\$ 323,040
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Kaniohale
Lease No. 9393
TMK: 3-7-4-023:080

PUALOA-UBANDO,
Lois N. (Cash-out)
FHA

VIP Mortgage \$ 259,500
Inc.

Panaewa
Lease No. 5113B
TMK: 3-2-1-025:061

KUBERA,
Kawenake'onalani K.
(Purchase) FHA



VIP Mortgage \$ 450,751
Inc.

<u>RECAP</u>	<u>NO.</u>		<u>FHA</u> <u>AMOUNT</u>		<u>NO.</u>	<u>VA</u> <u>AMOUNT</u>
FY Ending 6/30/24	88	\$	32,647,026		23	\$ 6,684,116
Prior Months	121	\$	51,042,363		18	\$ 7,791,051
This Month	<u>18</u>		<u>9,575,498</u>		<u>3</u>	<u>1,624,750</u>
Total FY '24-25	139	\$	60,617,861		21	\$ 9,415,801

			<u>HUD 184A</u> <u>AMOUNT</u>			<u>USDA-RD</u> <u>AMOUNT</u>
FY ENDING 6/30/24	18	\$	7,258,802		3	\$ 1,380,787
Prior Months	16	\$	6,470,829		5	\$ 2,150,160
This Month	<u>5</u>		<u>1,750,300</u>		<u>0</u>	<u>0</u>
Total FY '24-25	21	\$	8,221,129		5	\$ 2,150,160

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Juan Garcia, HSD Administrator, 
Homestead Services Division
FROM: Dean Oshiro, Loan Services Branch Manager 
SUBJECT: **Ratification of Loan Approvals**

RECOMMENDED MOTION/ACTION

To ratify the approval of the following loan previously approved by the Chairman, pursuant to section 10-2-17, Ratification of Chairman's action, of the Department of Hawaiian Home Lands Administrative Rules.

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>LOAN TERMS</u>
Stedman, Joy K.	13083, Anahola	Loan #1: NTE \$360,000 @4% interest per annum, interest only payments over one (1) year. Loan #2: Permanent take out loan to payoff Loan #1. NTE \$360,000, @4% interest per annum, \$1,719 monthly, repayable over 30 years.

Loan Purpose: Loan #1: Interim construction loan for a new 3
bedroom, 2 bath home.
Loan #2: Permanent loan financing to payoff Loan
#1.

<u>REFINANCE</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/24	10	\$ 723,400
Prior Months	2	303,050
This Month	<u>0</u>	<u>-0-</u>
Total FY '24-'25	2	\$ 303,050

<u>REPAIR</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/24	0	\$ -0-
Prior Months	0	-0-
This Month	<u>0</u>	<u>-0-</u>
Total FY '24-'25	0	\$ -0-

<u>HOME CONSTRUCTION</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/24	3	\$ 1,345,825
Prior Months	0	-0-
This Month	<u>1</u>	<u>360,000</u>
Total FY '24-'25	1	\$ 360,000

<u>FARM</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/24	0	\$ -0-
Prior Months	0	-0-
This Month	<u>0</u>	<u>-0-</u>
Total FY '24-'25	0	\$ -0-

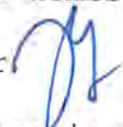

<u>TRANSFER WITH LOAN</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/24	0	\$ -0-
Prior Months	0	-0-
This Month	<u>0</u>	<u>-0-</u>
Total FY '24-'25	0	\$ -0-

<u>AWARD</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/24	3	\$ 729,000
Prior Months	1	121,000
This Month	<u>0</u>	<u>-0-</u>
Total FY '24-'25	1	\$ 121,000

<u>OTHER</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/24	1	\$ 10,000
Prior Months	0	-0-
This Month	<u>0</u>	<u>-0-</u>
Total FY '24-'25	0	\$ -0-

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Juan Garcia, HSD Administrator 
FROM: Jeremy Caneso-Bantolina, Application Branch Manager
Homestead Services Division 
SUBJECT: **Approval of Homestead Application Transfers/Cancellations**

RECOMMENDED MOTION/ACTION

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

DISCUSSION

1. Requests of Applicants to Transfer

OAHU ISLANDWIDE AGRICULTURAL LEASE LIST

AUWAE, Ross J.I.	08/23/2010	HAWAII	PAS	01/28/2025
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OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

DUDOIT, Kawailani T.	11/26/2002	HAWAII	RES	12/13/2024
AUWAE, Ross J.I.	08/23/2010	HAWAII	RES	01/28/2025

MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

DACUYCUIY, Joni P.	10/06/2009	HAWAII	AGR	12/16/2024
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MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

DACUYCUIY, Joni P.	10/06/2009	HAWAII	RES	12/16/2024
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HAWAII ISLANDWIDE PASTORAL LEASE LIST

DUDOIT, Kawailani T.	04/08/1991	HAWAII	AGR	12/13/2024
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2. Deceased Applicants

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

PASCAL, Benjamin H.	PN 2022			12/22/1995
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MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

PASCAL, Benjamin H.	PN 2022			12/22/1995
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KAWAIHAE AREA / HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

AIA, Kamaka P.K.	Applicant's date of death occurred on 09/14/1978, which is prior to the 10/26/1998 amendment of the HAR section 10-3-8, which allows for qualified successors to participate in the Public Notice process. Remove application dated 02/18/1963.			
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ANAHOLA AREA / KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

ORATE, Virginia H.	Applicant's date of death occurred on 03/12/1992, which is prior to the 10/26/1998 amendment of the HAR section 10-3-8, which allows for qualified successors to participate in the Public Notice process. Remove application dated 02/16/1962.			
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3. Awards of Leases

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

KAAINOA, Terry Ann K.	Assigned Residential Lease #12691, Lot 383-B-5 in Kaupuni, Oahu dated 04/29/2024. Remove application dated 12/28/2022.
MOSES, Johnette	Assigned Residential Lease #3115, Lot 61 in Waimanalo, Oahu dated 09/03/2024. Remove application dated 02/17/1978.
PUULEI, Trudy L.	Assigned Residential Lease #6764, Lot 102 in Waianae, Oahu dated 12/02/2024. Remove application dated 08/20/2012.

MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

HOOPAI, Noah I.	Assigned Residential Lease #7543, Lot 125 in Waiohuli, Maui dated 12/02/2024. Remove application dated 06/21/2007.
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HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

MACOMBER, Bobby L.	Assigned Residential Lease #10860, Lot 107 in Laiopua, Hawaii dated 02/09/2023. Remove application dated 04/03/2000.
MACOMBER SALIS, Ginger L.	Assigned Residential Lease #10860, Lot 107 in Laiopua, Hawaii dated 02/09/2023. Remove application dated 10/02/2020.

4. Native Hawaiian Qualification

NONE FOR SUBMITTAL

5. Voluntary Cancellation

NONE FOR SUBMITTAL

6. Successorship

NONE FOR SUBMITTAL

7. Additional Acreage

NONE FOR SUBMITTAL

8. HHC Adjustments

NONE FOR SUBMITTAL

Last Month's Transaction Total	9
Last Month's Cumulative FY 2024-2025 Transaction Total	646
Transfers from Island to Island	6
Deceased	4
Cancellations:	
Awards of Leases	6
NHQ	0
Voluntary Cancellations	0
Successorship	0
Additional Acreage	0
HHC Adjustments	0
This Month's Transaction Total	16
This Month's Cumulative FY 2024-2025 Transaction Total	662

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator 

FROM: Jeremy Caneso-Bantolina, Application Branch Manager
Homestead Services Division 

SUBJECT: **Approval to Certify Applications of Qualified Applicants
for the month of May 2025**

RECOMMENDED MOTION/ACTION

To approve the certification of applications of qualified applicants for the month of May 2025. The Department has verified the native Hawaiian blood quantum requirement of each applicant according to section 10-3-2 of the Hawaii Administrative Rules.

DISCUSSION

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

OAHU ISLANDWIDE AGRICULTURAL LEASE LIST

PAI, Samson P.	06/10/1993
MORTENSEN, Leonard K.	08/31/2001
HAASENRITTER, Pearl L.	11/25/2024
KAIO, Jason Lee K.	11/26/2024

MAILOU, Shane K.	12/18/2024
FARLEY, Cheynah R.	01/06/2025
GONSALES, Mailah L.F.	01/06/2025
KAHANA, Keely K.	01/07/2025
WATSON, Rock D.	01/29/2025
MAKEKAU, Miquela K.	01/30/2025
PAHINUI, Kalanioku A.	01/30/2025

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

KANE, Candy M.	01/31/1986
PAI, Samson P.	06/10/1993
PAI, Arthur H.C., III	01/04/1994
MORTENSEN, Leonard K.	08/23/2001
KAHAULELIO, Lavonne P.D.	11/25/2024
KAPOLOLU, Corinthia H.	11/25/2024
KAIO, Jason Lee K.	11/26/2024
KEKOA-DEARHART, Shawn M.	11/26/2024
TAMASHIRO, Moaniaalaanuhea Z.	11/27/2024
DAMAS, Rosemarie L.	12/13/2024
KUEWA, Josephine L.	12/18/2024
MAILOU, Shane K.	12/18/2024
FARLEY, Cheynah R.	01/06/2025
FARLEY, Monyah K.P.M.M.	01/06/2025
LUM KING, Kawaiialoha A.	01/07/2025
KAHANA, Keely K.	01/07/2025
NUNUHA-LARONAL, Kaena H.	01/27/2025

WATSON, Rock D.	01/29/2025
LITTLEJOHN, Likeke O.	01/30/2025
MAKEKAU, Miquela K.	01/30/2025
PAHINUI, Kalanioku A.	01/30/2025

MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

DECAMBRA, Clara	07/12/1989
HEW LEN, Hildredmae K.	08/17/1989
SCOTT, Eric S.K., Jr.	12/13/2024

MAUI ISLANDWIDE PASTORAL LEASE LIST

ASADA, Myrtle-Mae K.	05/27/1988
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MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

AMORIN, Beth-Ann K.K.	05/27/1988
ASADA, Myrtle-Mae K.	05/27/1988
ZAMORA, Brenda-Lee L.P.	05/27/1988
SCOTT, Eric S.K., Jr.	12/13/2024
AKIONA, Mark E.	01/30/2025
KALANI, Sarah Jane H.	02/27/2025

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

HARBOTTLE, Richard G.	10/08/1986
JOHNSON, Robert K.	01/02/1987
PAIAINA, Samuel K.	04/22/1987
SMITH, Deborah K.	04/30/1987
NAHINU, Sherwood K.	09/14/1987

LEALAO, Nadine L.

11/25/2024

HAWAII ISLANDWIDE PASTORAL LEASE LIST

AMORIN, Beth-Ann K.K.	05/27/1988
ZAMORA, Brenda-Lee L.P.	05/27/1988
CRUZ, William P.	01/13/1989
INGE, Norman H.	03/18/1994
KAHAULELIO, Lavonne P.D.	11/25/2024
LASTIMOSA, Bob K., Jr.	01/03/2025

KAWAIIHAE AREA / HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

PULE, Mary S.	05/17/1967
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HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

HARBOTTLE, Richard G.	10/08/1986
JOHNSON, Robert K.	01/02/1987
PAIAINA, Samuel K.	04/22/1987
SMITH, Deborah K.	04/30/1987
NAHINU, Sherwood K.	09/14/1987
CRUZ, William P.	01/13/1989
DECAMBRA, Clara	07/12/1989
INGE, Norman H.	03/16/1994
PAISHON HAASENRITTER, Alethea M.	11/22/2024

KAUAI ISLANDWIDE AGRICULTURAL LEASE LIST

PAI, Arthur H.C., III	01/04/1994
TAMASHIRO, Moaniaalaanuhea Z.	11/27/2024

DAMAS, Rosemarie L.	12/13/2024
FARLEY, Monyah K.P.M.M.	01/06/2025
TUAZON KEALOHA, Kaimilani A.	01/06/2025
LUM KING, Kawaialoha A.	01/07/2025

KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

TUAZON KEALOHA, Kaimilani A.	01/06/2025
GO, Gaylynn L.	01/13/2025
AKIONA, Paulina U.	01/30/2025



MOLOKAI ISLANDWIDE AGRICULTURAL LEASE LIST

KANE, Candy M.	01/31/1986
KALANI, Sarah Jane H.	02/27/2025

Previous Cumulative Total for Current FY	552
Current Month's Total	75
Fiscal Year Total: July 2024-June 2025	627

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Juan Garcia, HSD Administrator 
FROM: Jeremy Caneso-Bantolina, Application Branch Manager
Application Branch, Homestead Services Division 
SUBJECT: **Reinstatement of Deferred Application**

RECOMMENDED MOTION/ACTION

To reinstate an application that was deferred due to the applicant not responding to two successive contacts as required by the department's administrative rules.

DISCUSSION

Section 10-3-10(b) of the *Hawaii Administrative Rules* states in part that "Whenever an applicant does not respond to any two successive requests from the department for updated information, the department shall place such applicant on a deferred status until such time as updated information is received."

The following applicants were deferred and has since contacted the department with updated information:

PAPAKOLEA/KEWALO AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

<u>APPLICANT</u>	<u>APPLICATION DATE</u>	<u>HHC ACTION TO DEFER</u>	<u>CONTACT DATE WITH DEPARTMENT</u>
KEALOHA, Joseph D.	12/05/1961	12/21/1993	05/19/2025

WAIMANALO AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

<u>APPLICANT</u>	<u>APPLICATION DATE</u>	<u>HHC ACTION TO DEFER</u>	<u>CONTACT DATE WITH DEPARTMENT</u>
PERALTO, Leon	08/10/1959	02/28/1986	05/19/2025
MEDEIROS, Elizabeth M.	11/30/1961	04/27/1993	05/19/2025

KAAIHUE, Louise L.	01/22/1963	04/27/1993	05/19/2025
SAKUMA, Steffany	05/30/1973	06/28/1994	05/19/2025
PASCAL, Daniel K., Sr.	04/04/1974	01/25/1994	05/19/2025
MERSEBURGH, Katherine	06/10/1974	01/25/1994	05/19/2025


Previous Cumulative Total for Current FY	10
Current Month's Total	7
Fiscal Year Total: July 2024-June 2025	17


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator
Homestead Services Division 

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

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

RECOMMENDED MOTION/ACTION

1. To approve the assignment of the leasehold interest, pursuant to Section 208, Hawaiian Homes Commission Act, 1920, as amended, and subject to any applicable terms and conditions of the assignment, including but not limited to the approval of a loan.

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

DISCUSSION

Thirteen (13) assignments of lease.

1. Lessee Name: Wendell K. Apao
Res. Lease No. 3127, Lot No. 4
Lease Date: 12/13/1957
Area: Waimanalo, Oahu
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Cy E. K. E. Borges-Apao
Relationship: Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

2. Lessee Name: Chanel-Marie K. Josiah
Res. Lease No. 3057, Lot No. 24-A
Lease Date: 2/8/1957
Area: Anahola, Kauai
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Chanel-Marie K. Josiah & Kaleo K. Josiah
Relationship: Lessee & Husband
Loan Assumption: No
Applicant: No

Reason for Transfer: "Adding relative to lease."

3. Lessee Name: Jill P. Rodrigues
Res Lease No. 8402, Lot No. 111
Lease Date: 10/1/1995
Area: PKE, Oahu
Property Sold & Amount: Yes, \$455,463.00
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Moana K. Freitas
Relationship: None
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 9/07/2023

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

4. Lessee Name: Moana K. Freitas
Res. Lease No. 8402, Lot No. 111
Lease Date: 10/1/1995
Area: PKE, Oahu,
Property Sold & Amount: Yes, \$455,463.00
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Krysta K. F. Napierala-Rose
Relationship: Daughter
Loan Assumption: No
Applicant: No

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

5. Lessee Name: Kenneth N. C. Puahi
Res. Lease No. 12126, Lot No. 16984
Lease Date: 12/18/2007
Area: Kaupea, Oahu
Property Sold & Amount: Yes, \$365,000.00
Improvements: 4 bedroom, 2-1/2 bath dwelling
- Transferee Name: Bratton K. Puahi-Roper
Relationship: Son
Loan Assumption: No
Applicant: No
- Reason for Transfer: "Giving lease to relative." Special
Condition: Transferee to obtain funds to pay purchase
price.
6. Lessee Name: Erman M. Tancayo
Res. Lease No. 5398, Lot No. 38-B-4
Lease Date: 5/1/1984
Area: Hoolehua, Molokai
Property Sold & Amount: No, N/A
Improvements: 4 bedroom, 2 bath dwelling
- Transferee Name: Erman K. P. Tancayo
Relationship: Son
Loan Assumption: No
Applicant: No
- Reason for Transfer: "Giving lease to relative."
7. Lessee Name: Georgiana N. C. Whiteside
Res. Lease No. 8309, Lot No. 18
Lease Date: 1/1/1996
Area: PKE, Oahu
Property Sold & Amount: Yes, \$331,691.00
Improvements: 4 bedroom, 3 bath dwelling
- Transferee Name: Joshua K. C. Watts
Relationship: None
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 6/26/2023
- Reason for Transfer: "Moving off island." Special
Condition: Transferee to obtain funds to pay purchase
price.

8. Lessee Name: Jerrold Akahi
Res. Lease No. 13116, Lot No. 74
Lease Date: To be determined
Area: Puuhona, Maui
Property Sold & Amount: No, N/A
Improvements: N/A

Transferee Name: Aesha-Shanys K. Y. Akahi & I'Jon-Jordyn K. Akahi
Relationship: Daughter & Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

9. Lessee Name: Joanne Brown
Res. Lease No. 13096, Lot No. 72
Lease Date: To be determined
Area: Puuhona, Maui
Property Sold & Amount: No, N/A
Improvements: N/A

Transferee Name: Jared K. Brown
Relationship: Son
Loan Assumption: No
Applicant: Yes, Maui IW Res., 9/16/2011

Reason for Transfer: "Giving lease to relative."

10. Lessee Name: Yvette N. M. Helm
Agr. Lease No. 115-B, Lot No. 65-B-2
Lease Date: 10/27/1924
Area: Hoolehua, Molokai
Property Sold & Amount: No, N/A
Improvements: N/A

Transferee Name: Yvette N. M. Helm & Kimberly K. T. Pauole Helm
Relationship: Lessee & Sister
Loan Assumption: No
Applicant: No

Reason for Transfer: "Adding relative to lease."

11. Lessee Name: Shane K. Kepaa
Res. Lease No. 13191, Lot No. 38
Lease Date: To be determined
Area: Kakaina, Oahu
Property Sold & Amount: No, N/A
Improvements: N/A

Transferee Name: Shynel N. Kepaa
Relationship: Daughter
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 3/28/2017

Reason for Transfer: "Giving lease to relative."

12. Lessee Name: Irene L. Mina
Res. Lease No. 10315, Lot No. UNDV018
Lease Date: 6/18/2005
Area: Puuhona, Maui
Property Sold & Amount: No, N/A
Improvements: N/A

Transferee Name: Kahanulani Mina
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

13. Lessee Name: Brian K. Poaha
Res. Lease No. 6077, Lot No. 93
Lease Date: 4/10/2001
Area: Kalamaula, Molokai
Property Sold & Amount: No, N/A
Improvements: N/A

Transferee Name: Brian K. Gomes
Relationship: Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

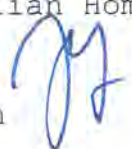
Assignments for the Month of June '25	13
Previous FY '24 - '25 balance	<u>170</u>
FY '24 - '25 total to date	183
Assignments for FY '23 - '24	107


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator 
Homestead Services Division

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

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

RECOMMENDED MOTION/ACTION

To approve the amendment of the leasehold interest listed below.

DISCUSSION

Two (2) amendments of lease.

1. Lessee: Cy E. K. E. Borges-Apo
Res. Lease No.: 3127
Lot No., Area, Island: 4, Waimanalo, Oahu
Amendment: To extend the lease term to an aggregate term of 199 years. (Transfer)
2. Lessee: Darilyn M. K. Pestano
Res. Lease No.: 8198
Lot No., Area, Island: 5, Waimanalo, Oahu
Amendment: To amend the lease tenancy from joint tenants to tenant in severalty due to the death of the joint tenant. (Successorship)

Amendments for the Month of June '25	2
Previous FY '24 - '25 balance	<u>110</u>
FY '24 - '25 total to date	112


Amendments for FY '23 - '24	66
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STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator
Homestead Services Division 

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

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

RECOMMENDED MOTION/ACTION

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

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

DISCUSSION

Twelve (12) non-exclusive licenses.

1. Lessee: Douglas Ah Hee
Res. Lease No.: 2633
Lot No., Area, Island: 43, Waimanalo, Oahu
Permittee: Sunrun Installation Services, Inc.
2. Lessee: Ada A. Amina
Res. Lease No.: 3772
Lot No., Area, Island: 308, Nanakuli, Oahu
Permittee: Sunrun Installation Services, Inc.

3. Lessee: Bella A. K. Basmayor
Res. Lease No.: 8842
Lot No., Area, Island: 1, Hanapepe, Kauai
Permittee: Sunrun Installation Services, Inc.
4. Lessee: Lance K. Gonsalves
Res. Lease No.: 10217
Lot No., Area, Island: 28, Hanapepe, Kauai
Permittee: Sunrun Installation Services, Inc.
5. Lessee: Milburn Halemano
Res. Lease No.: 9910
Lot No., Area, Island: 146, Lualualei, Oahu
Permittee: Sunrun Installation Services, Inc.
6. Lessee: Jorina A. L. S. L. Hepburn
Res. Lease No.: 11078
Lot No., Area, Island: 52, Anahola, Kauai
Permittee: Sunrun Installation Services, Inc.
7. Lessee: Jason K. Hoopai
Res. Lease No.: 2762
Lot No., Area, Island: 210, Kewalo, Oahu
Permittee: Sunrun Installation Services, Inc.
8. Lessee: Leonard Alan Kaneakua
Res. Lease No.: 8521
Lot No., Area, Island: 231, PKE, Oahu
Permittee: Sunrun Installation Services, Inc.
9. Lessee: Shaun K. Kauihou
Res. Lease No.: 9854
Lot No., Area, Island: 13837, Maluohai, Oahu
Permittee: Sunrun Installation Services, Inc.
10. Lessee: Starnani K. Matsumoto
Res. Lease No.: 8948
Lot No., Area, Island: 5, Waiakea, Hawaii
Permittee: Sunrun Installation Services, Inc.
11. Lessee: Harold M. Watson
Res. Lease No.: 6537
Lot No., Area, Island: 29, Anahola, Kauai
Permittee: Sunrun Installation Services, Inc.

12. Lessee: Colvena Zoller
Res. Lease No.: 9729
Lot No., Area, Island: 13735, Maluohai, Oahu
Permittee: Sunrun Installation Services, Inc.


Non-Exclusive License for the Month of June '25	12
Previous FY '24 - '25 balance	<u>154</u>
FY '24 - '25 total to date	166
Non-Exclusive License for FY '23 - '24	279


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator 
Homestead Services Division

FROM: Ross K. Kapeliela, Oahu District Office Supervisor 
Homestead Services Division

SUBJECT: **Commission Designation of Successor -
LORRIN E.K. MANOI
Residential Lease No. 4091, Lot No. 17,
Waimanalo, Oahu**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Daniel-Edward A.H. Manoi (Daniel-Edward), Laura L. Manoi-Cuban (Laura), and Ty P.K.H. Manoi (Ty) as successors to Residential Lease No. 4091, Lot No. 17, Waimanalo, Oahu (Lease), for the remaining term of the Lease;

2. To approve and accept that Daniel-Edward, Laura and Ty are no less than the required 25% Hawaiian ancestry and therefore are qualified successors pursuant to Section 209 of the Hawaiian Homes Commission Act of 1920;

3. To stipulate that Daniel-Edward, Laura and Ty's successorship rights and interest in the Lease does not vest until Daniel-Edward, Laura and Ty have signed that: (i) Transfer Through Successorship of Lease and such necessary and appropriate instruments; and that if Daniel-Edward, Laura and Ty do not sign all such documents on or before **August 31, 2025** (the Deadline) that the Commission's selection of Daniel-Edward, Laura and Ty as successors is automatically revoked;

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

5. To declare that if Daniel-Edward, Laura and Ty's selection as successors is revoked; then under Section 209(a) o

6. f the Hawaiian Homes Commission Act, 1920, as amended, "...the land subject to the lease shall resume its status as unleased Hawaiian home lands and the department is authorized to lease the land to a native Hawaiian as provided [by the] Act;"

DISCUSSION

Lorrin E.K. Manoi. (Decedent) received the Lease by way of Assignment of Lease and Consent dated May 2, 2022.

On February 15, 2024, the Decedent passed away without naming a qualified successor.

In compliance with Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News, and The Garden Island newspapers on December 11, 18, 28, and 31, 2024, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claims to the Lease.

The Department received successorship claims from the Decedent's children, Daniel-Edward, Laura and Ty, who have been determined to be at least 25% of Hawaiian ancestry and eligible for successorship to the Lease.

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

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the brothers or sisters; or
5. If there is no husband, wife, child, grandchild, brother, or sister, then from the following relatives of the lessee who are native Hawaiian: father and mother, widows or widowers of the

children, widows or widowers of the brothers and sisters, or nieces and nephews.

Improvements to the homestead lot consists of a 4-bedroom and 2-bath, single-family dwelling, which was constructed in 1974.


There is no outstanding mortgage, the real property taxes are in arrears in the amount of \$353.10, and the lease rent is in arrears in the amount of \$19.00, as of May 31, 2025. Daniel-Edward, Laura and Ty are aware of the outstanding balances and have agreed to accept the obligations should they be designated as successors.


The Department requests approval of its recommendation.

STATE OF HAWAII
DEPARMTENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator 
Homestead Services Division

FROM: Darlene Fernandez, Homestead Lease Coordinator 
Homestead Services Division

SUBJECT: **Request for Partial Advancement of Net Proceeds
Herbert K. Maunu, Jr. (Decedent), Residential Lot Lease No. 9272, Lot No.
59, Kaniohale, Hawaii**

RECOMMENDED MOTION/ACTION

To approve a partial advance payment of net proceeds to Virginia R. Maunu, decedent's spouse and designated net proceeds recipient, in the amount of \$150,000, from the General Home Loan Fund.

DISCUSSION

Herbert K. Maunu, Jr. (Decedent) was awarded Residential Lease No. 9272, Lot No. 59, commencing on December 1, 1998.

On December 6, 1999, the Decedent designated his wife, Virginia, to receive the net proceeds.

On July 19, 2021, the Hawaiian Homes Commission approved the payment of net proceeds to Virginia, in the amount of the appraised value of the improvements less any outstanding debts attached to the lease, subject to the designated successor's execution of the transfer through successorship lease document. As the designated successor failed to execute the transfer through successorship lease document within the deadline set by the Hawaiian Homes Commission the lease was cancelled effective October 19, 2021 (Exhibit A).

On March 18, 2021, an appraisal report by Valley Isle Appraisal Company valued the improvements on Lot No. 59, consisting of a 3-bedroom and 1-bath single family dwelling, at \$210,742. Virginia accepted the appraised value of \$210,742 on May 11, 2021.

By way of a letter dated May 7, 2025 (Exhibit B), Virginia is requesting a partial advancement of net proceeds in the amount of \$150,000 to assist with her financial situation.

ITEM NO. D-11


As of June 2, 2025, indebtedness to the Department in the approximate amount of \$11,600 has been charged against the appraised value. If this request for a partial advancement of net proceeds is approved, the estimated remaining net proceeds in the amount of \$49,142 will be paid to Virginia after a new lessee is found and upon commencement of a new lease.

The Department requests approval of its recommendation.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

July 19, 2021

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator 
Homestead Services Division

FROM: James W. DuPont, WHDO District Supervisor
Homestead Services Division

SUBJECT: **Commission Designation of Successor
Herbert K. Maunu, Jr., Residential Lease No. 9272,
Lot No. 59, Kaniohale, Hawaii**

RECOMMENDED MOTION/ACTION

1. To approve the designation of Herbert Kualoha Maunu, III, as successor, to Residential Lease No. 9272, Lot No. 59, Kaniohale, Hawaii (Lease), for the remaining term of the lease, subject to payment to the Department within 90 days from the completion of the lease successorship for the appraised value of \$216,000;

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

3. To stipulate that Herbert's right and interest in the Lease does not vest until Herbert has signed that: (i) Transfer Through Successorship of Lease; (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Herbert does not sign all such documents on or before October 19, 2021 (the Deadline) that the Commission's selection of Herbert as a successor is automatically revoked;

4. To authorize the Department to extend the Deadline up to 90 days for good cause;

5. To declare that if Herbert's selection as a successor is revoked; then under Section 209 (a) of the Hawaiian Homes Commission Act, as amended, "the lease shall resume its status as unleased Hawaiian home lands the department is

ITEM NO. D-13

ITEM NO. D-11
EXHIBIT A

authorized to lease the land to a native Hawaiian as provided by the Act." and

6. To approve the payment of the net proceeds, in the amount of the appraised value of the improvements less any outstanding debts attached to the Lease, to Virginia R. Maunu (Virginia), subject to Herbert's execution of the transfer through successorship lease document.

DISCUSSION

Herbert K. Maunu, Jr. (Decedent) was awarded the Lease commencing on December 1, 1998.

On December 6, 1999, the Decedent designated his wife, Virginia, to receive the net proceeds.

On October 9, 2018, the Decedent passed away.

On August 7, 2019, the Department received the decedent's death certificate.

Upon receiving the Decedent's death certificate, the Department had to determine Virginia's Hawaiian ancestry. On August 7, 2019, Virginia was confirmed to be of non-Hawaiian ancestry and meets the criteria to receive net proceeds.

In compliance with Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, Hawaii Tribune Herald, West Hawaii Today, Maui News, and The Garden Island newspapers on June 2, 12, 16, and 26, 2019, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claim to the Lease.

The Department received a successorship claim from the Decedent's son, Herbert, who has been determined to be at least 25% Hawaiian ancestry and eligible for successorship to the Lease.

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

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the brothers or sisters; or
5. If there is no husband, wife, child, grandchild, brother, or sister, then from the following relatives of the lessee who are native Hawaiian: father and mother, widows or widowers of the children, widows or widowers of the children, widows or widowers of the brothers and sisters, or nieces and nephews.

Improvements to the homestead lot consist of a 3-bedroom and 1-bath, single family dwelling, which was constructed in 1998.

The improvements have been appraised at a value of \$216,000 by Valley Isle Appraisal, Co., dated March 18, 2021. The net proceeds amount will be paid to Virginia.

There are no outstanding loans. The Lease rent, property taxes, and association dues are paid current.

The Department requests approval of its recommendation.

May 7, 2025

Kali Watson
Chairman of Hawaiian
Homes Commission
Dept. of Hawaiian Home Lands
P.O. Box 1879
Honolulu, HI. 96805

Dear Chairman:

My name is Virginia R. Maunu. I am the surviving spouse of Herbert K. Maunu Jr. and beneficiary of the net proceeds from Hawaiian Homelands home at 74-316 Nuhi Place, Kailua-Kona, Hawaii 96740. Herb and I were married for 52 years when he passed away in October, 2018. I am writing this letter to request an advance payment from my net proceeds for \$150,000. I have been advised that the total net proceeds amount to approximately \$199,000

In a January 2025 discussion with the Awards Branch, I was advised that they are looking into possibly renovating the home before it can be awarded to a new lessee and for me to check back in a few months.

After Herb passed, I stayed in the house throughout 2019. In Feb 2020 I flew to Las Vegas to be with my family and to also to look at available homes to purchase in Las Vegas in case I decided to move back. Then the pandemic occurred and I was unable to get back to Kona. I decided to sell Hawaii house and took the offer from DHHL's appraisal. The dynamics of my family changed In 2021, and since I sold Hawaii house I needed a place to live. I took a 30-year mortgage on my own to finance a townhouse in Las Vegas. In addition to my new 30-year mortgage payment, I had to use my personal credit cards to pay for a variety of charges related to relocating to Las Vegas and removing my property from the Hawaii house.

I understand this process is long and involved. It's been seven years for me and soon I will be 80 years old and would more than greatly appreciate an advance of my proceeds to help me with my financial situation. Any consideration to this request would be greatly appreciated.

Sincerely,



Virginia R. Maunu

DHHL
HSD

2025 MAY 12 PM 12:16

ITEM NO. D-11
EXHIBIT B

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: R. Kalani Fronda, Acting Administrator *R. Kalani Fronda*
Land Development Division

FROM: Michelle Hitzeman, Housing Project Branch Manager
Land Development Division, Housing Project Branch

SUBJECT: Approval of Lease Award - Ka'uluokaha'i Subdivision Increments IID, E & F
Residential Project Lease – Ewa Beach, O'ahu

RECOMMENDED MOTION/ACTION

To approve the award of Department of Hawaiian Home Lands Residential Project Lease for the Ka'uluokaha'i Subdivision Increments IID, E & F to the applicants listed below for 99 years.

DISCUSSION

Ka'uluokaha'i Subdivision Increments IID, E & F – Residential Project Lease – Ewa Beach, O'ahu

<u>NAME</u>	<u>APPL DATE</u>	<u>LEASE NO</u>
CATHERINE K AFONG	5/5/2003	15624
RAYLENE L ASING	4/25/2003	15613
FRANCES N BOYD	3/17/2003	15610
TWILA K BYRD	1/16/2003	15619
JENNIE K CACOULIDIS	9/19/2003	15631
LISA T.C. CAIRES	9/19/2003	15607
ELLA M.U. CAMACHO	4/21/2003	15625
CHARLENE I ENOS	4/25/2003	15635
BROOK L.S. ENOS-HO	6/9/2003	15621
GEORGINA P FAILAUTUSI	10/10/2003	15648
ARDIS K GOMES	9/10/2003	15595
WENDELL W GRACE JR	4/29/2003	15620
CHRISTOPHER K HAAE	1/10/2003	15637
JOSEPH J HAILI III	4/4/2003	15628
KRISTAL N HANAWAHINE	7/16/2003	15611
JIMMY J HAWELU	12/29/2003	15664

POHAIKEALOA M.K. HAYASHIDA	7/2/2003	15588
WATSON K.W.K. HOOHULI	6/30/2003	15634
RADASHA E.L.K.C.H. INOCELDA	6/30/2003	15633
LISA L ISMAEL	9/19/2003	15650
ROY S KAAA	4/9/2003	15623
SANDRA KAAI	12/10/2003	15646
DAVILYN W KAAIHUE	12/17/2003	15057
DONOVAN K KAAIHUE	1/7/2004	15660
TALBOT W.R. KAHAKAI	9/10/2003	15657
WILLIAM T.K. KAHELE	5/15/2003	15645
JOHN D KALAMA SR	10/17/2003	15596
JOSHUA Z.K. KALAMA	9/30/2003	15615
RAYMOND K KALawe	10/7/2003	15616
BRENTON K KAONOHl	5/15/2003	15661
JAMES K KAONOHl IV	5/15/2003	15629
RAYMOND K KEA	10/17/2003	15597
EMMETT B KEAO	5/6/2003	15626
STEVl L KEKAHUNA	1/15/2004	15622
RANDY H KEKIPI	1/8/2004	15232
EDWARD LEWIS KELLEY	8/26/2003	15594
DARLENE K KENNISON	9/19/2003	15599
GLENN K KEOHOHOU JR	9/11/2003	15642
STEPHANIE H KEPA	4/23/2003	15636
VANESSA J.K. KINILAU	5/28/2003	15663
KENOILANI E.M. KOLII	3/21/2003	15605
HARTWELL A.K. KU JR	2/21/2003	15590
NADINE Z KUIKAHI	8/21/2003	15609
LEIALOHA U.A. LAOAN-MAIELUA	1/20/2004	15593
MAILE ANN LAU	5/30/2003	15601
JOHNETTE K MAIELUA	1/27/2003	15656
DAVINA K.M. MALAETIA	1/7/2004	15665
APRIL M MALDONADO	2/18/2003	15589
DEANNA L MCFADDEN	2/10/2003	15658
SHALERRY L MIRAFUENTES	1/24/2003	15632
RENEE I.N. MOAFANUA	5/7/2003	15591
PATRICIA P MONIZ	9/2/2003	15662
MATTHEW K NAWELI	4/8/2003	15603
JAYSA K.K. OBADO	4/1/2003	15608
AZURE DEE L OLIVA	9/5/2003	15655

WESTON L OLIVA JR	11/14/2003	15647
EARL P ONEKEA	8/13/2003	15643
TERRY LYNN H. ORSAK	7/16/2003	15652
LEIMAMO E OSHIRO	9/29/2003	15075
JOSEPH PALANI PALIMOO	4/10/2003	15587
PEARL L PALIMOO	6/6/2003	15651
TESZRA S.L. RODRIGUES	3/13/2003	15644
CYNTHIA A SILVER	5/22/2003	15627
SHANDA E SOLIZ	7/21/2003	15592
JOSHUA M SPENCER	9/16/2003	15612
SHEILA K.M. SPILLANE-BRYSON	9/2/2003	15630
IVAN M STANT	11/20/2003	15598
ANGEL L UMIAMAKA	2/28/2003	15659
SUMMER H WAKINEKONA	3/6/2003	15654
IAN P.K. WINCHESTER	12/5/2003	15649
YULIN WRIGHT	1/7/2004	15111
JOSEPH C YOUNG III	10/30/2003	15606
BERNADINE A ZUKEVICH	8/18/2003	15614

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: R. Kalani Fronda, Acting Administrator *R. Kalani Fronda*
Land Development Division

FROM: Michelle Hitzeman, Housing Project Branch Manager
Land Development Division, Housing Project Branch

SUBJECT: Approval of Lease Awards - Kaupe‘a Subdivision Phase 2 – Residential Project Lease
Kapolei, O‘ahu

RECOMMENDED MOTION/ACTION

To approve the award of Department of Hawaiian Home Lands Residential Project Lease for the
Kaupe‘a Subdivision Phase 2 to the applicants listed below for 99 years.

DISCUSSION

Kaupe‘a Subdivision Phase 2 – Residential Project Lease Kapolei, O‘ahu

<u>NAME</u>	<u>APPL DATE</u>	<u>LEASE NO</u>
RONALD L LIFTEE	8/21/2003	15640
JAMIELLA P NAVAS	9/11/2003	15641
MOANA L PIENA	4/16/2003	15639
DARLENE JOY G SANTOS	4/21/2003	15638
GERARD K TOGUCHI	1/31/2003	15618



Item E-3

LAND DEVELOPMENT DIVISION



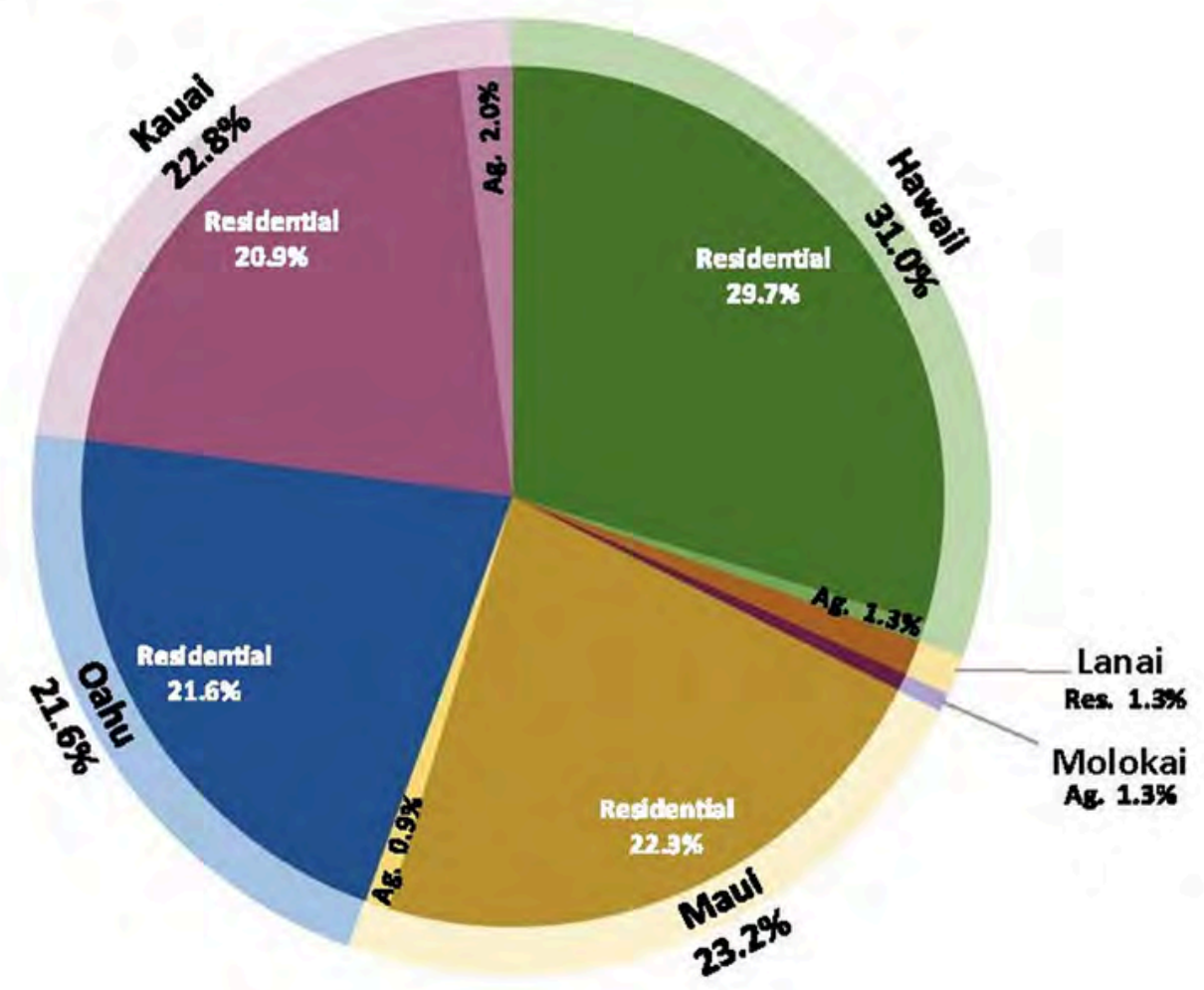
“After extensive investigation and survey on the part of various organizations organized to rehabilitate the Hawaiian race, it was found that the only method in which to rehabilitate the race was to place them back upon the soil.”

Prince Kūhiō Jonah Kalanianaʻōle



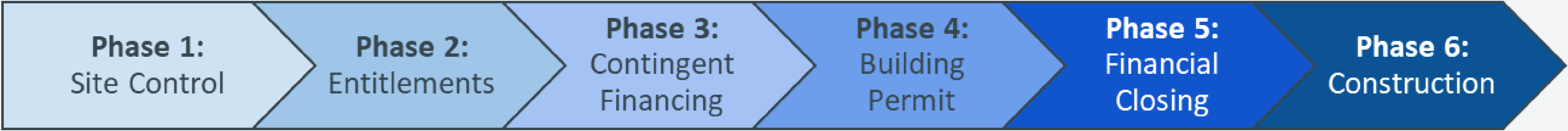


Development by Island and Type – Pie Chart



- **Past 100 Years:** DHHL delivered approximately 10,000 leases.
- **Next Several Years:** DHHL is on track to reduce the waitlist by approximately 6,000.
- **Since Act279 Passage:** Over \$600M has been obligated for 29 projects—100% launched, with 85% of funds already encumbered.

PHASES OF DEVELOPMENT





- Transforming Development to Better Serve Our Beneficiaries

AWARDS SCHEDULE FOR JANUARY - MAY 2025



- **West Oahu Project Lease Awards: 665**
- **Puuhona (Phase 1) Lot Awards: 91**
- **West Hawaii Project Lease Awards: 390**

AWARDS SCHEDULE FOR JUNE - DECEMBER 2025



June

- **Hawaii Residential Waitlist: 32**

July

- **Kauai Residential Waitlist: 96**

August

- **Oahu Residential UIs & Project Lessees: 115**

November

- **Lanai Residential Waitlist: 75**
- **Maui Agricultural Waitlist: 105**
- **Maui Residential UIs: 12**
- **Maui Residential Waitlist: 1,131**

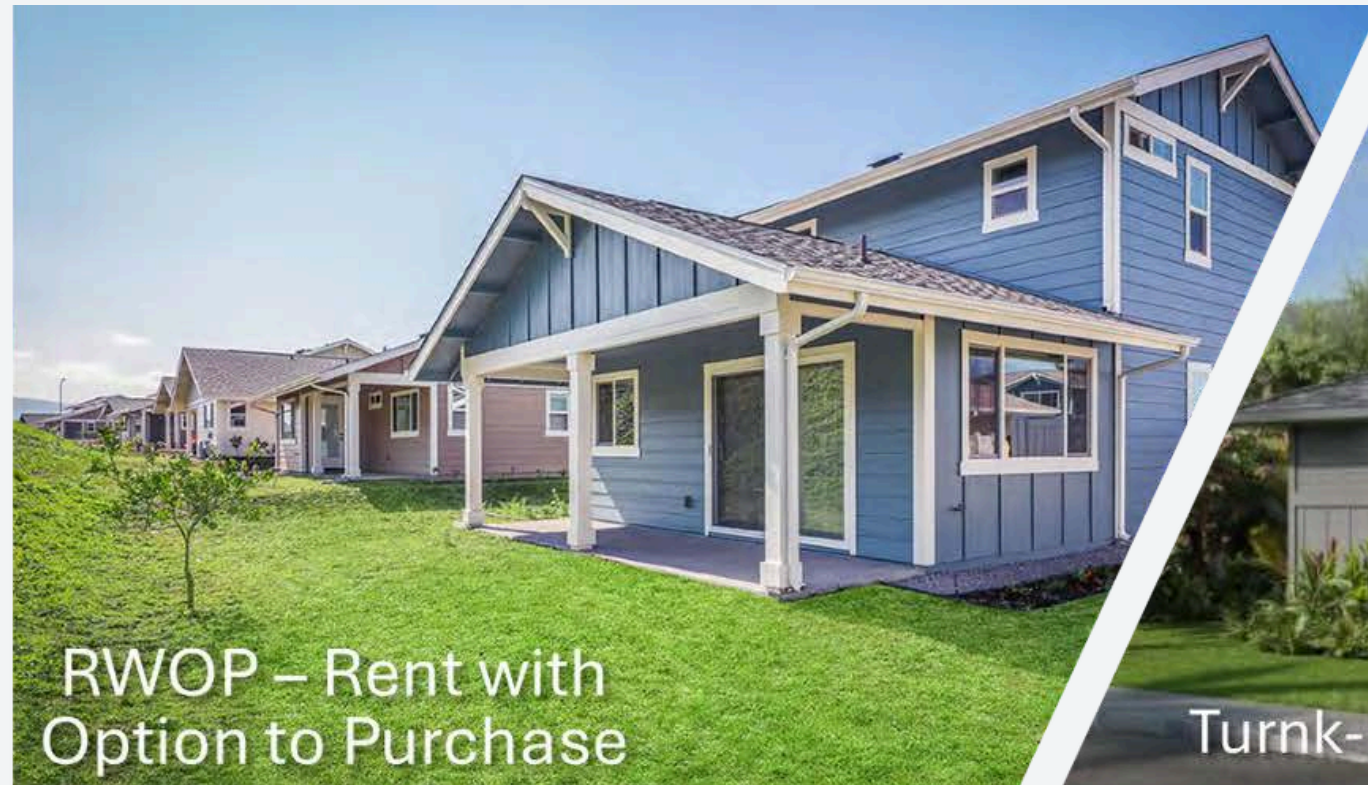


1,566 Awards

DEVELOPMENT OF INFRASTRUCTURE



- Water Supply & Systems
- WasteWater Management
- Drainage Systems
- Roadway Infrastructure
- Lighting



- Creating Pathways of Choice for Our Beneficiaries



Department of Hawaiian Home Lands


MAHALO NUNUI!


Hope for the future

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16-17, 2025

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator 
Land Management Division

From: Ashley Tabalno, Land Agent 
Land Management Division

Subject: Approval to Issue Right-of-Entry Permit to Ho'ola, Upolu Point, North Kohala,
Island of Hawaii, TMK: (3) 5-6-001:080.

APPLICANT:

Ho'ola, a 501(c)(3) Non-Profit corporation incorporated on 8/7/2023

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission ("HHC")

1. Approve the issuance of a Right-of-Entry (ROE) Permit to Ho'ola for approximately 37 acres (more or less) of Hawaiian home lands TMK: (3) 5-6-001:080 for the purpose of conducting due diligence studies including project master plan, business plan, and related HRS Chapter 343 compliance requirements and HRS Chapter 6E compliance requirements. This may also include an archaeological survey of 37 acres, for which Ho'ola intends to apply for a License and an evaluation of existing structures on the land that they plan to restore subject to the following:
 - A. The standard terms and conditions of the most current right of entry permit form, as may be amended from time to time.
 - B. The term of the Right of Entry shall be month to month for up to twelve (12) months, commencing upon execution, with the option for an additional twelve (12) month extension at the sole discretion of the PERMITTOR.
 - C. The fee for the term of this ROE shall be gratis.
 - D. Ho'ola shall submit a Master Plan. Master Plan shall include but not be limited to:

- i. A narrative description that clearly articulates the permittee's project goals for the project area and detailed description of each proposed programmatic element and land use by the permittee.
 - ii. Narratively and graphically describe characteristics of the project area including topography, portions of the project area susceptible to natural disaster events, location of known sensitive or unique natural and cultural resources, water resources, access points for vehicle and pedestrian ingress and egress, identification of level of infrastructure improvements required and location of improvements.
 - iii. Site plan drawing at scale of the project area depicting conceptual size and location of proposed improvements and programmatic use of the project area.
- E. Ho'ola shall submit a Project Business Plan. The Project Business Plan shall include a description of expense and income budget (start-up/initial costs, operating budget, reserve fund, fundraising campaign). The business plan shall identify rough order of magnitude (ROM) cost for all capital improvements proposed by the permittee to the premises including off-site infrastructure. The business plan shall include ROM costs for operation and maintenance expenses. The business plan shall include ROM for programmatic expenses including but not limited to staff salary and compensation. Business plans shall identify potential revenue sources and reasonably justified estimated revenue projections from each of these sources.
- F. Ho'ola shall consult with and work closely with PERMITTOR on completing HRS Chapter 343 and HRS Chapter 6E compliance documentation and studies. If HRS Chapter 343 Environmental Assessment study or Environmental Impact Study is required, approval of these studies is subject to the approval of the Hawaiian Homes Commission. Chapter 6E compliance is subject to the approval/concurrence of the Department of Land Natural Resources State Historic Preservation Division.
- G. As part of the PERMITTOR's regular review of Ho'ola's activities, and in exchange for gratis base rent, Ho'ola shall submit a bi-annual progress report to the PERMITTOR every six months starting from the ROE permit commencement date. The bi-annual progress reports shall document Ho'ola's activities for the previous period and shall include but not be limited to the following:
- i. Timeline and schedule to complete due diligence studies as described in Sections D through G, as stated above. Timeline and schedule should identify major milestones in the completion of due diligence studies.
 - ii. Description of major activities related to the project timeline and schedule that were conducted and/or completed in the six-month period.
 - iii. The progress report shall also include a description of circumstances that may affect the permittee's timeline and schedule of completion of due diligence studies.
 - iv. The progress report shall identify any professional service provider or third-party assisting the permittee in the completion of due diligence studies.

- H. Ho'ola to submit the \$175.00 processing and documentation fee.
 - I. Ho'ola shall coordinate an archaeological survey (including structures) and submit the final report and findings to DHHL.
 - J. Overnight stays on-site and any activities not directly related to the due diligence tasks outlined in this document are prohibited.
 - K. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts.
 - L. The Chairperson is authorized to negotiate and establish any further necessary terms and conditions.
2. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR this project will probably have minimal or no significant effect on the environment.

LOCATION:

A parcel situated at 'Upolu Point at the most Northern tip on the Island of Hawai'i, as further identified above, and as shown in Exhibit "A".

AREA:

37 Acres (more or less)

DISCUSSION:

Ho'ola is requesting a Right of Entry permit to access DHHL land at 'Upolu Point for a 12-month due diligence period. This time will be used to assess the land, plan activities, and determine next steps of responsible stewardship that is aligned with Ho'ola's mission to serve Native Hawaiian communities through cultural, educational, and healing initiatives.

A beneficiary consultation held on October 16, 2024, reflected strong support for Ho'ola's request. Community members emphasized ancestral ties to 'Upolu, the importance of returning k̄anaka to the 'āina, and the need for safe, sustained access for cultural practice, learning, and community wellness. While some asked for more detail, overall trust in Ho'ola's intent and connection to Kailapa and Kohala was clear.

Ho'ola, a 501(c)(3) nonprofit established in 2023 and led by a board of Hawaiian homestead beneficiaries, has adopted the Kailapa Community Association's "Ehuehu I Ka Pono Resiliency Plan." The organization is committed to supporting community-driven initiatives that

promote health, culture, and self-sufficiency.

During the due diligence phase, Ho'ola will focus on evaluating the 37-acre site, including archaeological review, environmental assessment, and analysis of existing structures. Proposed activities include site inspections, surveys, and limited soil or water sampling. Findings from this phase will inform next steps in coordination with DHHL and the U.S. Army Corps of Engineers to address any safety or restoration needs on site.

Granting this Right of Entry will allow Ho'ola to continue its work in reconnecting Native Hawaiians with their ancestral lands and supporting long-term resource stewardship efforts rooted in community values.

CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

The recommended disposition is consistent with the DHHL 2002 General Plan goals and objectives:

Land Use Planning

Goals: Utilize Hawaiian Home Lands for uses most appropriate to meet the needs and desires of the beneficiary population.

- Develop livable, sustainable communities that provide space for or access to the amenities that serve the daily needs of its residents.

Objectives:

- Provide space for and designate a mixture of appropriate land uses, economic opportunities and community services in a native Hawaiian-friendly environment.

Land and Resource Management

Goals: Be responsible, long-term stewards of the Trust's lands and the natural, historic and community resources located on these lands.

Objectives:

- Manage interim land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with the updated Comprehensive Exemption List for the State of Hawaii, Department of Hawaiian Home Lands, as approved by the Environmental Council as of April 6,

2021, the subject request is exempt from the preparation of an environmental assessment pursuant to Part 1, titled De Minimis Activities, Type 5, “Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource”.

AUTHORITY

§204(a)(2) of the Hawaiian Homes Commission Act, 1920, as amended

§171-55, Hawaii Revised Statutes, as amended

RECOMMENDATION

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

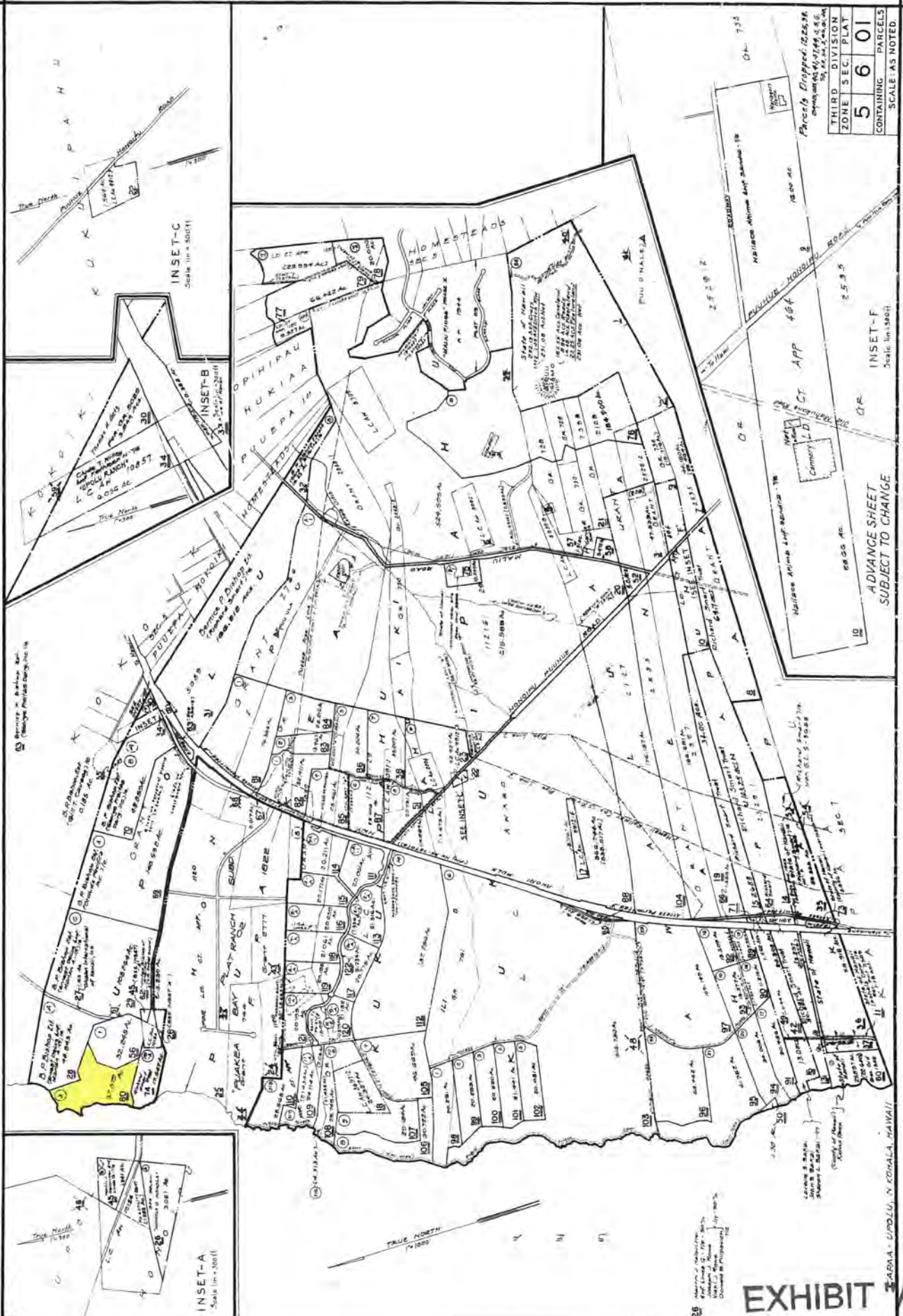


EXHIBIT "A"

KAHANA-OPOLO, N KOHALA, HAWAII

Parcel 19 Dropped: 18, 25, 38.
 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

THIRD DIVISION		
ZONE	SEC.	PLAT
5	6	01
CONTAINING		PARCELS
SCALE: AS NOTED.		

ADVANCE SHEET
SUBJECT TO CHANGE

INSET - F
Scale 1/16 (19007)

PAINTED

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16-17, 2025

To: Chairperson and Members, Hawaiian Homes Commission

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

From: Ashley Tabalno, Land Agent
Land Management Division *ant*

Subject: Approval to Annual Renewal of Revocable Permit(s), North & West Hawai'i Island, Various TMK Nos. (See Exhibit)

RECOMMENDED MOTION/ACTION: That the Hawaiian Homes Commission (HHC) approve the following actions:

- A) Renew all North & West Hawaii Island Revocable Permit(s) as listed on Exhibit "A" and identified by approximate location on the North and West Hawai'i Island Map Exhibit "A-1" that are in compliance, as of June 1, 2025.
- B) The revocable permit annual renewal period shall be on a month-to-month basis, for up to twelve (12) months, but no longer than May 31, 2026 or at the next scheduled HHC meeting in North or West Hawai'i Island whichever occurs sooner.
- C) Authorize the Chairman to negotiate and set forth other terms and conditions that may be deemed appropriate and necessary.

DISCUSSION:

This submittal represents annual renewals for all North & West Hawai'i Island RP permit(s) only, which shall effectively expire on May 31, 2025. As a means of maintaining a process by which PERMITTEES can be assured that their permits have been renewed, notification letters will be transmitted accordingly.

For information purposes Exhibit "A" references all Revocable Permits in North and West Hawai'i Island by order of commencement date, land use, then by acreage which will be renewed. While permits generate additional revenue to the Trust, its primary purpose provides DHHL with the ability to efficiently manage its land through the issuance of these short-term dispositions which are typically not needed for longer-term dispositions (such as homesteading or general leases) over a 20-year period or as dictated by DHHL's respective island plans. DHHL's total

North & West Hawai'i Island land inventory covers approximately 40,282.0 acres¹ or 20% of DHHL's statewide inventory. The short-term disposition(s) cover approximately 9,508.0 acres or 24% of its inventory.

Revocable Permits help in having a presence on DHHL lands thereby reducing costs for land management activity functions (i.e. signage, landscaping, fencing, removing trash and derelict vehicles, and prevents trespassing on unencumbered lands) that DHHL would bear if the lands were to sit vacant. Permittees are required to assume responsibility for the land, post insurance, indemnify the department, and manage and maintain the land.

In 2013 during the interim process approved by the HHC, all RPs in compliance with terms and conditions of the permits were converted to Right-of-Entry permits until the new RP Program was approved and adopted. Right-of-Entry permits are meant for short term dispositions prior to other longer-term dispositions and should be as-needed for specific projects, and are not the right type of disposition for the month-to-month use of Hawaiian home lands.

In 2024, all ROEs in compliance with the terms and conditions of the permits were reverted to Revocable Permits under the new approved and adopted RP Program. With this approval of the new Revocable Permit Program, LMD recommended that all Right-of-Entry permits carried over from the old program or permits issued or renewed under the Interim Process should be converted to Revocable Permits, which is the proper documentation for the short-term disposition authorized under Section 171-55, HRS, as amended.

Staff have conducted site visits to all North & West Hawai'i Island revocable permit parcels and affirms full compliance and recommends the renewal of all revocable permits.

The table below reflects the revenue generated from the RP permit(s) on North & West Hawai'i Island.

FY 2025		Total
Agriculture	\$0	-
Caretaker/Landscape	\$0	-
Commercial	\$34,825	3
Community	\$0	-
Industrial	\$0	-
Office	\$0	-
Pastoral	\$44,959	5
Preservation	\$0	-
Recreation	\$0	-
Research	\$0	-
Stabling	\$0	-
	\$79,784	8

¹ DHHL Hawaii Island Plan – Final Report, PBR Hawaii, May 2002

LMD respectfully recommends maintaining current rental rates without any increase for beneficiaries. However, a modest increase would be applied to non-beneficiary rental rates by 3.0%.

Rental fees for agricultural and pastoral use permits vary and are typically established at less than fair market rates (discounted) but not less than \$240/annum due to various site issues such as, insufficient/no infrastructure, no legal access, substandard lot size or irregular shape, etc.

AUTHORIZATION

Section 204(a), Hawaiian Homes Commission Act, 1920 as amended.

Section 171-6, -13, and -55, Hawaii Revised Statutes, as amended, governs the revocable permit process.

RECOMMENDATION

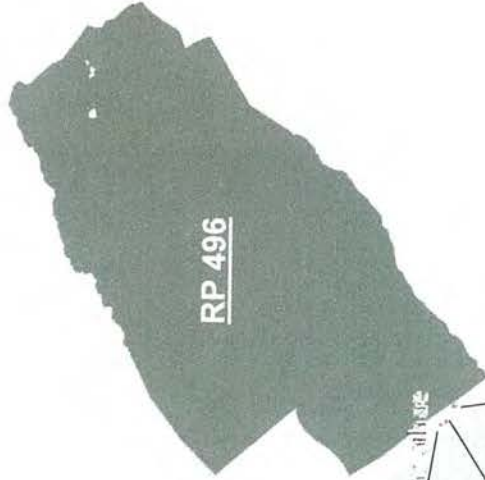
The Land Management Division respectfully recommends approval of the motion as stated.

REVOCABLE PERMITS - NORTH & WEST HAWAII ISLAND, as of MAY 2025

REVOCABLE PERMITS - NORTH & WEST HAWAII ISLAND, as of MAY 2025					Denotes Beneficiary		Denotes Delinquent	
NO.	ACRE	USE	PERMITTEE/ADDRESS	TMK	DATE STARTED	CURRENT ANNUAL RENT	PROPOSED ANNUAL RENT	Comments: rent amount and reasons (site issues- insufficient/no infrastructure, no legal access, substandard lot size or irregular shape, etc.) why no long-term disposition
490	0.54	Commercial	Edward J. and Naomi Laau	(3) 6-1-003:018 Kawaihae	7/1/1989	\$13,497.00	-	Rent is current; portion of a larger parcel that is designated Special District Use. Insufficient infrastructure.
491	0.67	Commercial	Kawaihae Spirits	(3) 6-1-002:066 & 068 (p) Kawaihae	2/20/1990	\$14,116.00	\$14,539.48	Rent is current; portion of a larger parcel that is designated Subistence Agricultural Use. Insufficient infrastructure.
492	50.00	Pastoral	Marian Kapuniai	(3) 6-3-038:007 (p) Puukapu	12/29/2012	\$900.00	-	Rent is current; portion of a larger parcel that is designated Special District Use. Insufficient infrastructure.
493	105.73	Pastoral	Malama Solomon	(3) 6-5-001:010 (p) Waimea	1/1/2000	\$1,260.00	-	Rent is current; parcel that is designated Community Use.
494	0.56	Commercial	Linda Startzman	(3) 6-1-003:003 (p)	2/14/2011	\$7,212.00	\$7,428.36	Rent is current; portion of a larger parcel that is designated Special District Use. Insufficient infrastructure.
495	1420.00	Pastoral	Kahua Ranch	(3) 6-1-001:002 (p) Kawaihae	2/1/2011	\$6,556.00	\$6,752.68	Rent is current; parcel that is designated Community Use.
496	7600.00	Pastoral	Palekoki Ranch, Inc.	(3) 6-1-001:003 (p)	6/1/2011	\$31,620.00	-	Rent is current; portion of a larger parcel that is designated General Agriculture & Special District Use. Insufficient infrastructure.
497	381.00	Pastoral	Parker Ranch	(3) 6-5-001:011 & 019	7/1/1977	\$4,623.00	-	Rent is current; portion of a larger parcel that is designated General Agricultural Use. Insufficient infrastructure.

Wapio

RP 495



RP 496

RP 497

RP 493

RP 490

RP 494

RP 491

RP 492

Wapio

PROPERTY INSPECTION REPORT

GL/LI/ROE/RP NO.: RP 490	ADDRESS: P.O. Box 44913, Kawaihae, Hawaii 96743	BY: Ashley Tabalno
NAME: Edward J. and Naomi Lauu	TMK/ZONING: (3) 6-1-003:018	PERMITTED USE: Commercial
LOCATION: Kawaihae	AREA: 0.540 acres	COI/BOND:
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 5/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		Good condition	No action needed	
2. Fence or wall		None		
3. Site work		None		
4. Tenant sign(s)		None		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		Okay	No action needed	
2. Housekeeping		Okay		
3. Parking/Driveway		None		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous		Only used as cold storage facility		
SUBLESSEE(S) OF RECORD				
None				

RP 490 Edward J. and Naomi Laau



PROPERTY INSPECTION REPORT

GL/L/ROE/RP NO.: RP 491	ADDRESS: P.O. Box 537, Hawi, Hawaii 96719	BY: Ashley Tabalho
NAME: Kawaihae Spirits, Inc. dba Touching the Earth, LLC	TMK/ZONING: (3) 6-1-002-066 & 068 (p)	PERMITTED USE: Commercial
LOCATION: Kawaihae	AREA: 0.67	COI/BOND: Current
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 05/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		ROE area in good condition	No action needed	
2. Fence or wall		None		
3. Site work		None		
4. Tenant sign(s)		Visible		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		Limited overgrowth	No action needed	
2. Housekeeping		Okay		
3. Parking/Driveway		In good condition		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous				
SUBLESSEE(S) OF RECORD				
None				

RP 491 Kawaihae Spirits

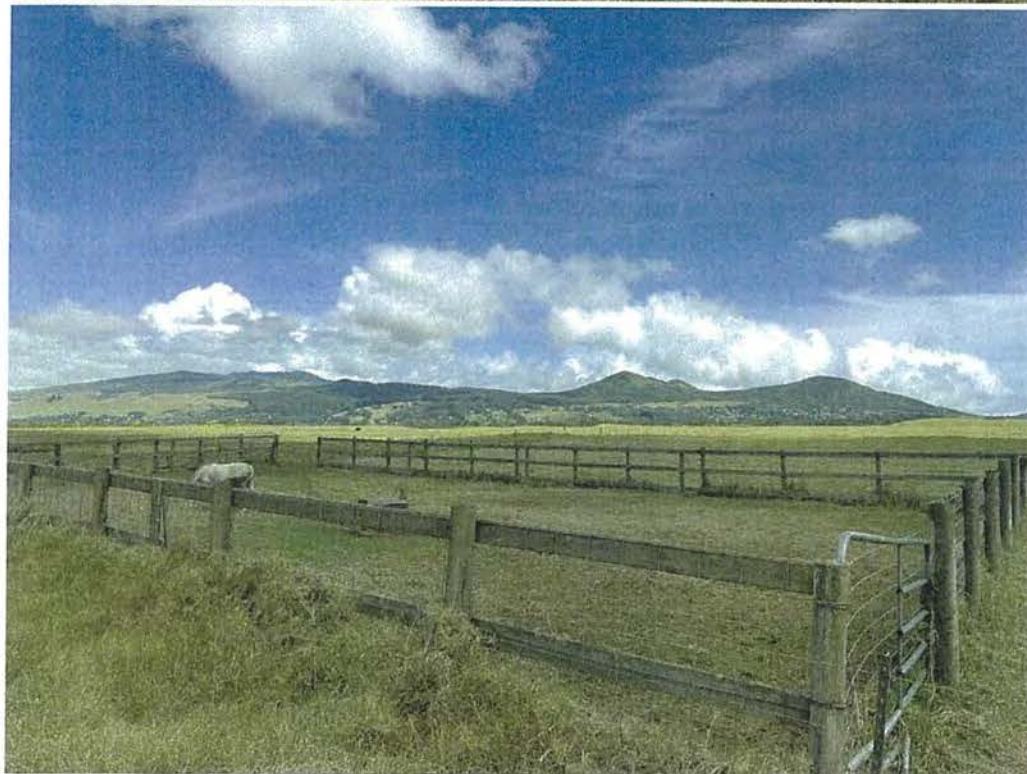


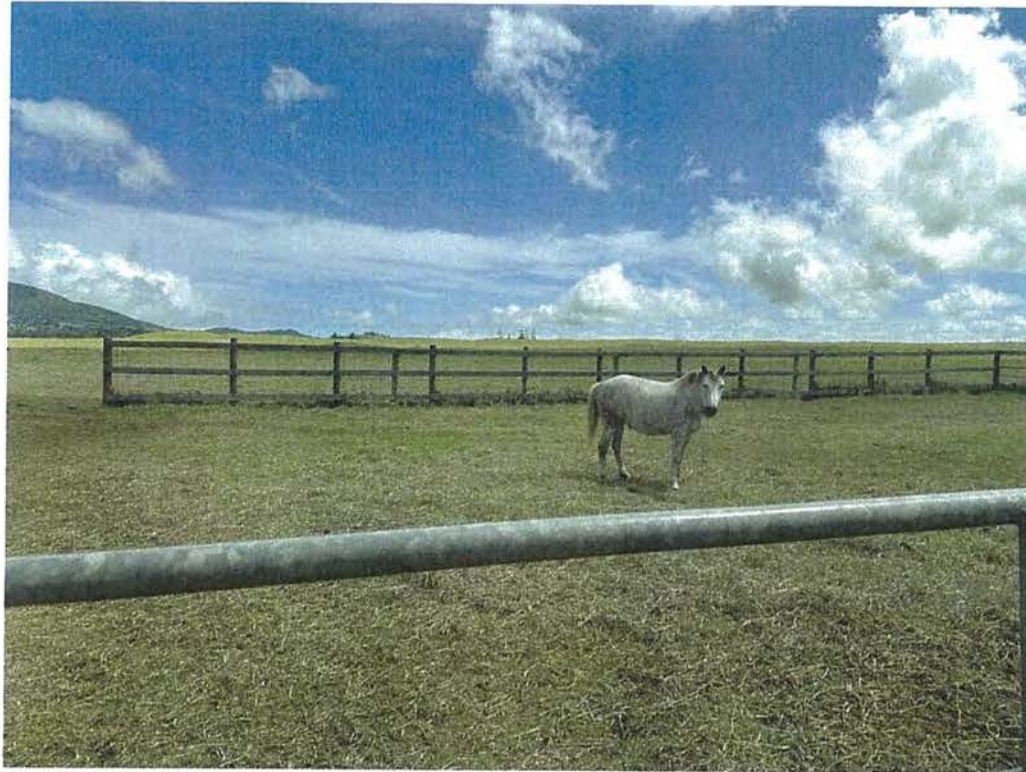
PROPERTY INSPECTION REPORT

GL/LI/ROE/RP NO.: RP 492	ADDRESS: P.O. Box 6753, Kamuela, Hawaii 96743	BY: Ashley Tabalno
NAME: Marion Kapuniiai	TMK/ZONING: (3) 6-3-038:007(p)	PERMITTED USE: Pastoral
LOCATION: Pu'ukapu	AREA: 50 acres	COI/BOND: Current
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 05/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		Okay	No action needed	
2. Fence or wall		Good condition		
3. Site work		None		
4. Tenant sign(s)		Visible		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		Good condition with horse	No action needed	
2. Housekeeping		Okay		
3. Parking/Driveway		Okay		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous				
SUBLESSEE(S) OF RECORD				
None				

RP 492 Marion Kapuniai





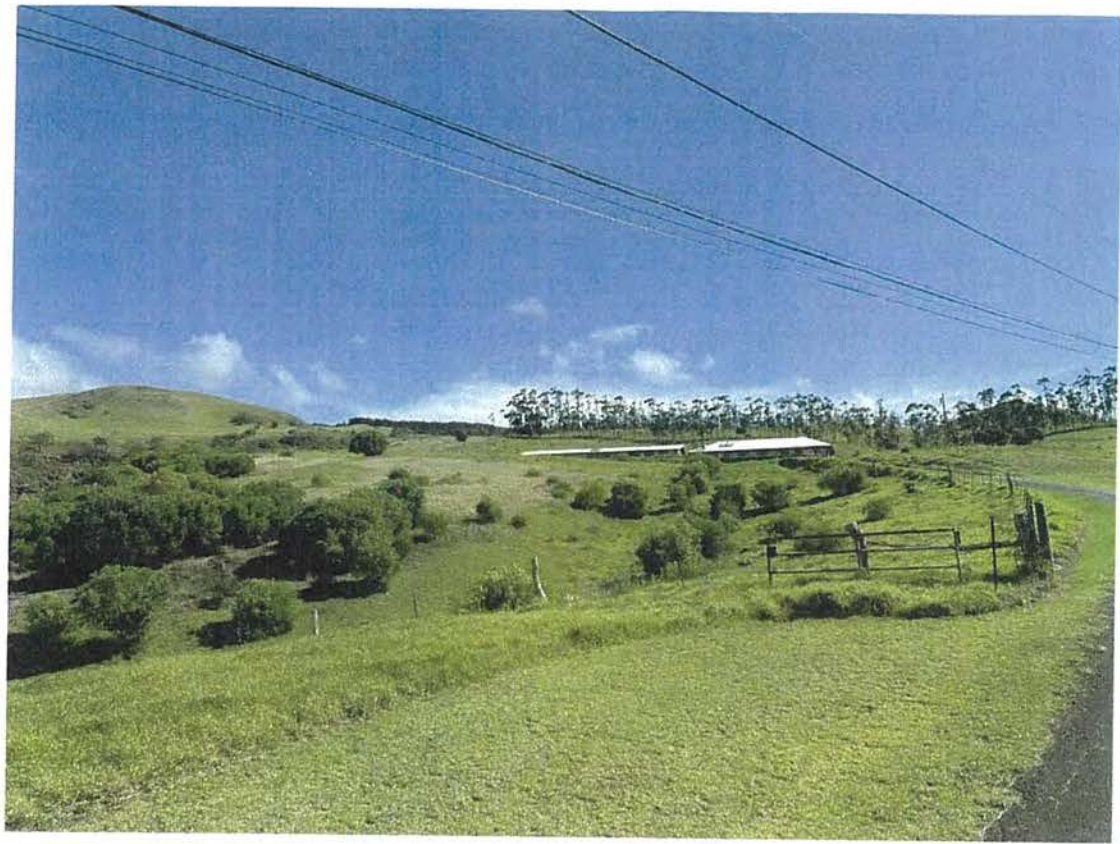
PROPERTY INSPECTION REPORT

GL/LI/ROE/RP NO.: RP 493	ADDRESS: P.O. Box 519, Kamuela, Hawaii 96743	BY: Ashley Tabalno
NAME: Malama Solomon & Malama Solomon & Mauloakala Solomon Covington	TMK/ZONING: (3) 6-5-001:010 (p)	PERMITTED USE: Pastoral
LOCATION: Waiimea	AREA: 105.727 acres	COI/BOND: Current
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 05/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		Okay	No action needed	
2. Fence or wall		In good condition		
3. Site work		None		
4. Tenant sign(s)		Visible		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		Grass green	No action needed	
2. Housekeeping		Okay		
3. Parking/Driveway		Okay		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous				
SUBLESSEE(S) OF RECORD				
None				

RP 493 Malama Solomon



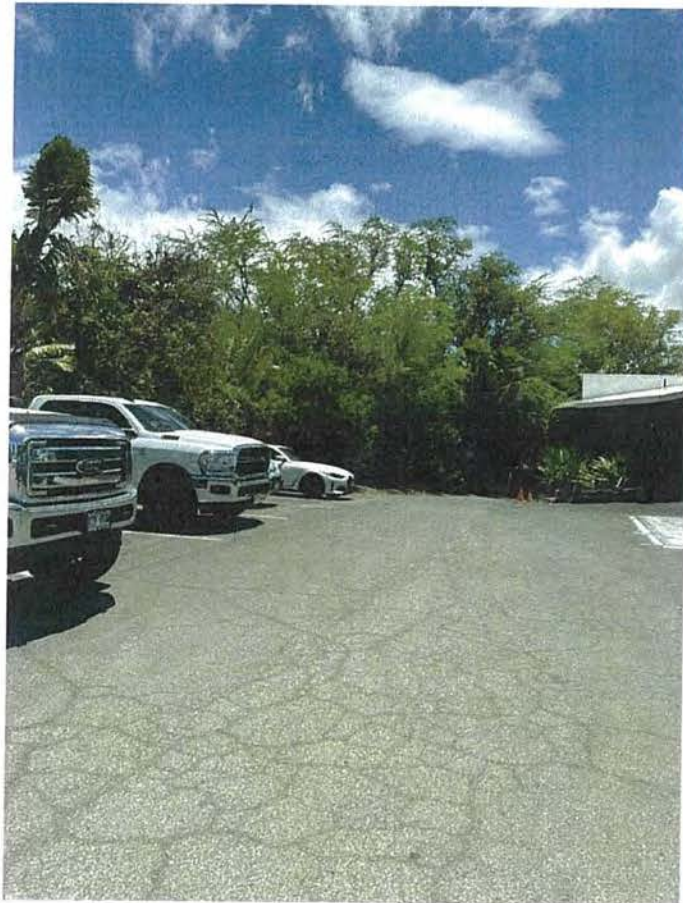


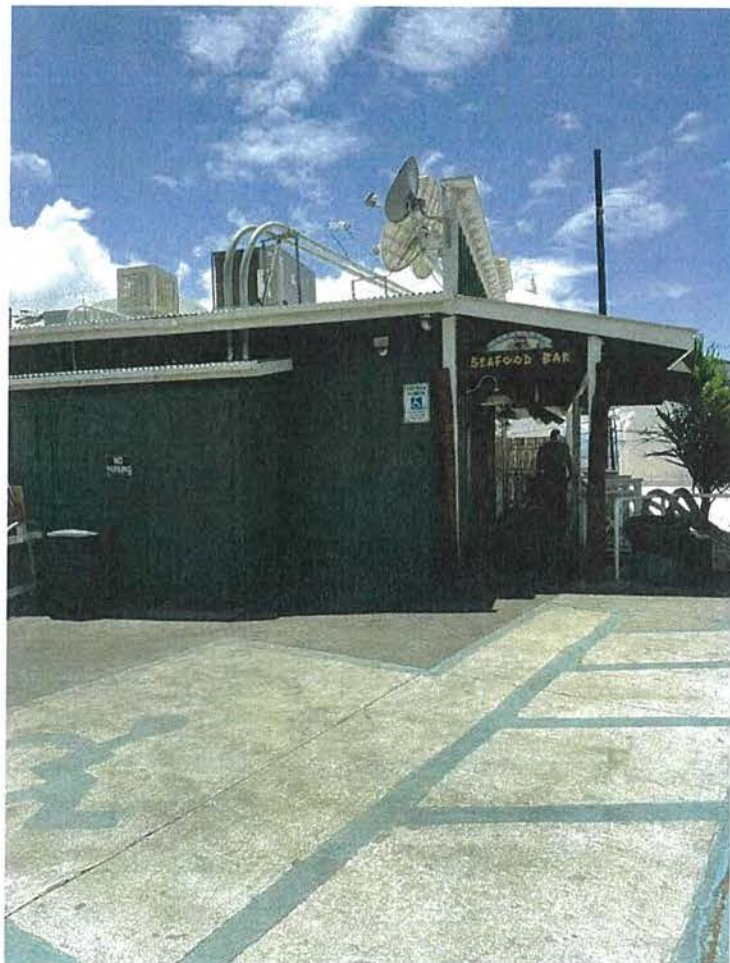
PROPERTY INSPECTION REPORT

GL/LI/ROE/RP NO.: RP 494	ADDRESS: P.O. Box 44704, Kamuela, Hawaii 96743	BY: Ashley Tabalho
NAME: Linda Startzman	TMK/ZONING: (3) 6-1-003-003 (p)	PERMITTED USE: Commercial
LOCATION: Commercial	AREA: 0.56 acres	COI/BOND: Current
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 05/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		N/A	No action needed	
2. Fence or wall		N/A		
3. Site work		N/A		
4. Tenant sign(s)		Visible		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		In good condition	No action needed	
2. Housekeeping		In good condition		
3. Parking/Driveway		In good condition		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous		Parking lot in good condition		
SUBLESSEE(S) OF RECORD				
None				

RP 494 Linda Startzman



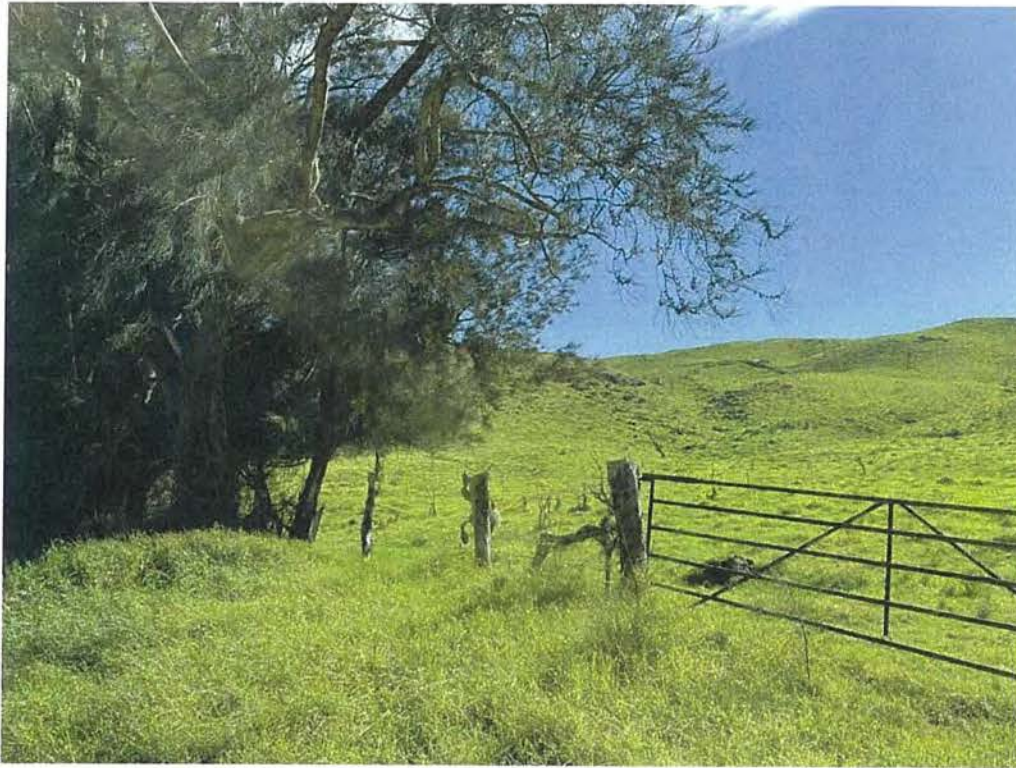


PROPERTY INSPECTION REPORT

GL/LI/ROE/RP NO.: RP 495	ADDRESS: P.O. Box 837, Kamuela, Hawaii 96743	BY: Ashley Tabalno
NAME: Kahua Ranch	TMK/ZONING: (3) 6-1-001:002 (p)	PERMITTED USE: Pastoral
LOCATION: Pastoral	AREA: 1420 acres	COI/BOND: Current
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 05/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		N/A	No action needed	
2. Fence or wall		In good condition		
3. Site work		N/A		
4. Tenant sign(s)		None		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		Grass well maintained	No action needed	
2. Housekeeping		N/A		
3. Parking/Driveway		Gravel		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous		None		
SUBLESSEE(S) OF RECORD				
None				

RP 495 Kahua Ranch

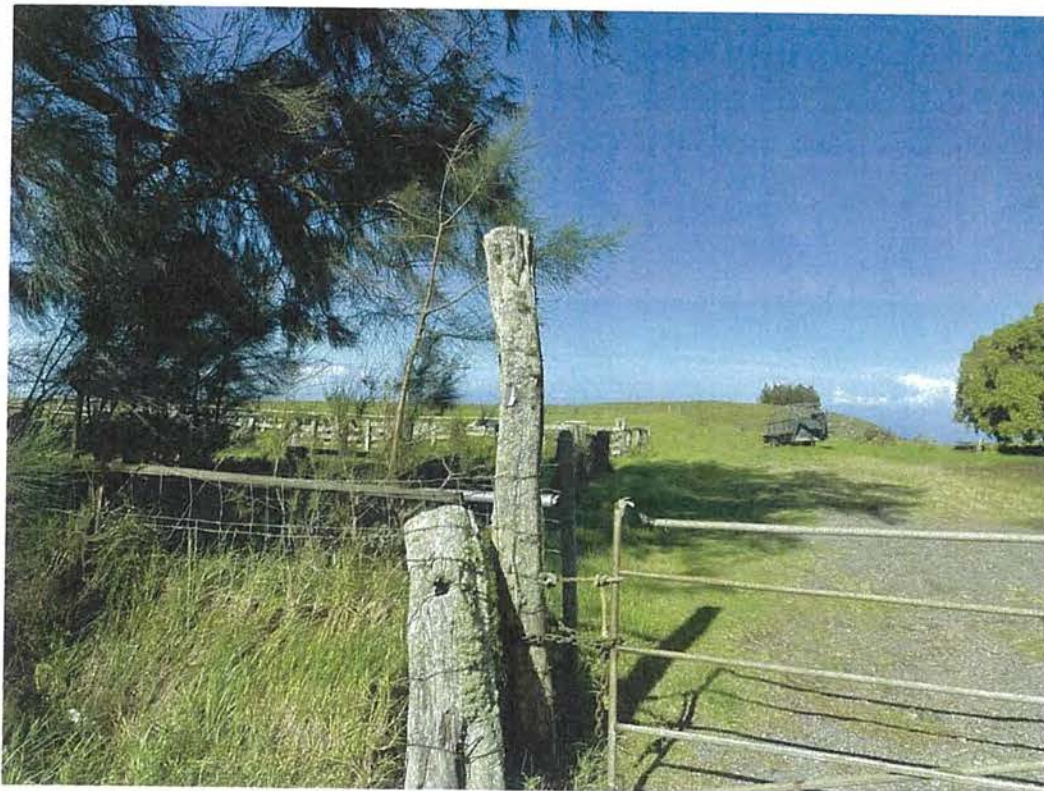
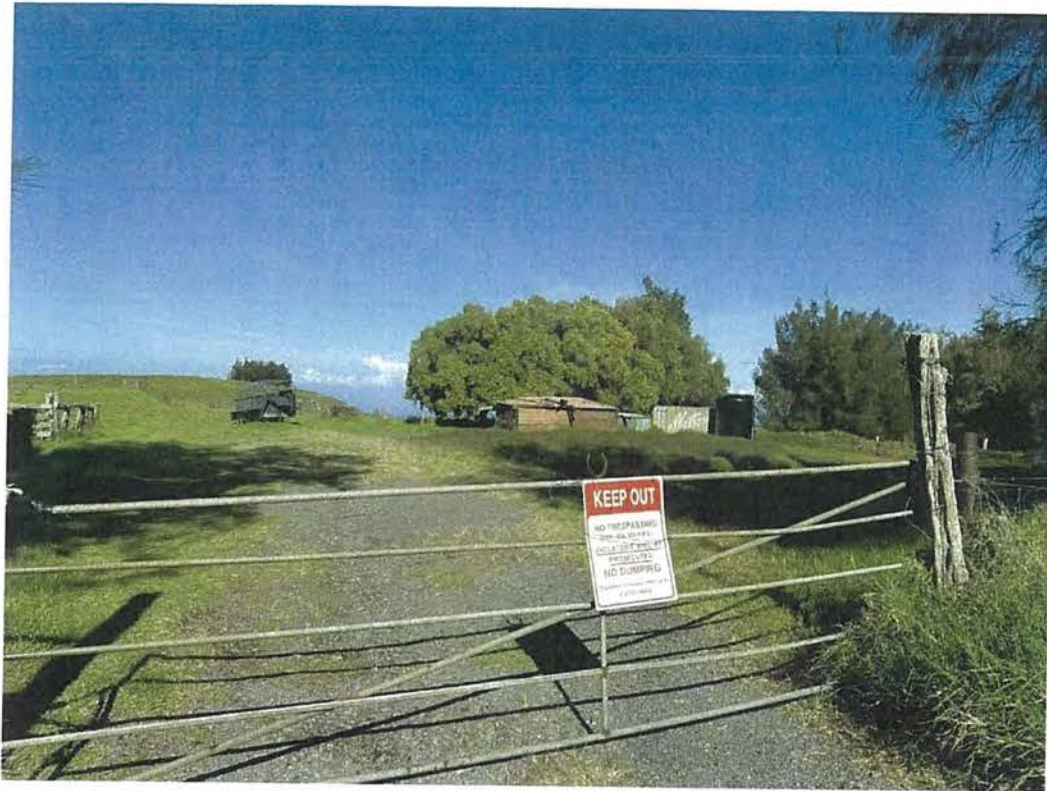


PROPERTY INSPECTION REPORT

GL/LI/ROE/RP NO.: RP 496	ADDRESS: P.O. Box 2957, Kamuela, Hawaii 96743	BY: Ashley Tabalno
NAME: Palekoki Ranch	TMK/ZONING: (3) 6-1-001-003 (p)	PERMITTED USE: Pastoral
LOCATION: Pastoral	AREA: 7600 acres	COI/BOND:
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 05/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		None	No action needed	
2. Fence or wall		Fence in good condition		
3. Site work		None		
4. Tenant sign(s)		None		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		Grass well maintained	No action needed	
2. Housekeeping		Okay		
3. Parking/Driveway		Gravel driveway		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous		None		
SUBLESSEE(S) OF RECORD				
None				

RP 496 Palekoki Ranch, Inc.



PROPERTY INSPECTION REPORT

GL/LI/ROE/RP NO.: RP 497	ADDRESS: 67-1349 Ohia Street, Kamuela, Hawaii 96743	BY: Ashley Tabalho
NAME: Parker Ranch	TMK/ZONING: (3) 6-5-001:011 & 019	PERMITTED USE: Pastoral
LOCATION: Pastoral	AREA: 381 acres	COI/BOND: Current
RENTAL CURRENT: Yes	DCCA COMPLIANT: N/A	DATE: 05/30/2025

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting		None	No action needed	
2. Fence or wall		Okay		
3. Site work		None		
4. Tenant sign(s)		None		
5. Other Info/Illegal Structure(s)		None		
GENERAL				
1. Landscaping		Grass well maintained	No action needed	
2. Housekeeping		Okay		
3. Parking/Driveway		None		
4. Land Use Compliance		Yes		
5. Environmental Compliance Concerns		None		
6. Miscellaneous				
SUBLESSEE(S) OF RECORD				
None				

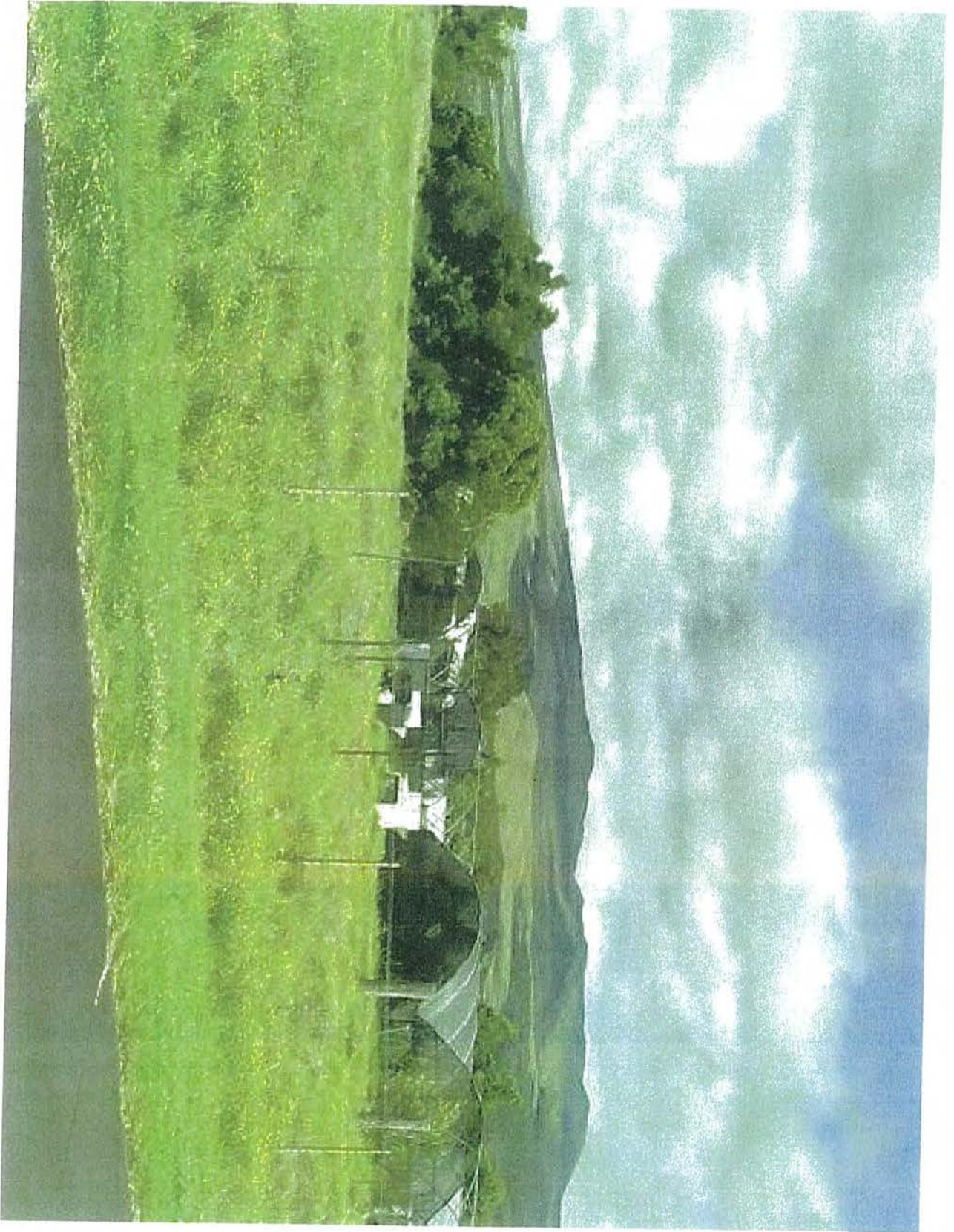
RP 497 Parker Ranch

(3) 6-5-001:011



(3) 6-5-001:019







STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16-17, 2025

To: Chairman and Members, Hawaiian Homes Commission

Thru: Linda Chinn, Acting Administrator 
Land Management Division

From: Peter "Kahana" Albinio, Jr., Income Property Manager
Land Management Division 

Subject: Approval to Amend of Right of Entry Permit No. 706, State of Hawaii
Department of Agriculture, Waimanalo, Island of O'ahu, TMK No.: (1) 4-1-011:001 (por.)

APPLICANT:

STATE OF HAWAII DEPARTMENT OF AGRICULTURE "HDOA"

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) grant its approval to amend Right of Entry Permit No. 706 (ROE 706), covering the subject area identified by Tax Map Key No. (1) 4-1-011:001 (See Exhibit "A") containing approximately 1,306 acres, for the purposes as described and intended under said ROE 706, subject to the following conditions:

1. That an extended term of one (1) year that would effectively commence on July 27, 2025 and expire on July 26, 2026, upon the current expiration date of July 26, 2025;
2. PERMITTEE shall be required to pay a non-refundable processing and documentation fee of \$175.00;
3. Except for the current requested action, all the terms, conditions, covenants, and provisions of Right of Entry No. 706 shall continue and remain in full force and effect.

LOCATION:

Hawaiian Home Lands situated at Waimanalo, Island of O'ahu, identified as TMK No.: (1) 4-1-011:001

AREA:

Containing approximately 1,306 acres.

DISCUSSION:

HDOA's Plant Quarantine Branch (PQB) has indicated its desire to continue its control and eradication efforts of this coqui population in Waimanalo. If this population is not subjected to control or eradication efforts, farmers' ability to export and move their products locally will be significantly impacted. Furthermore, this population, if left unchecked, could be the seed for widespread establishment of coqui throughout the eastern side of O'ahu.

Therefore, the request is intended for HDOA to have continued access to the subject parcel to maintain general coqui control plan in phases.

PLANNING AREA:

Waimanalo, Island of Hawaii

LAND USE DESIGNATION:

Conservation, Oahu Island Plan (2014), Figure 7.3 – Waimanalo Ahupua'a –Land Use Designations

CURRENT STATUS:

Conservation

CHARACTER OF USE:

Conservation - These lands primarily consist of the steep pali along the Ko'olau as well as two stream/drainage channels

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Triggers:

Use of State Lands

None since there is no plans for new construction

CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

DHHL General Plan (2002)

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

Land and Resource Management

Goals:

- Be responsible, long-term stewards of the Trust's lands and the natural, historic and community resources located on these lands.

Objectives:

- Manage interim land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.

Waimanalo Regional Plan (2011)

June 2025

The site is designated for Conservation with the Waimanalo Regional Plan (2011)

AUTHORIZATION:

HRS §171.55 Permits., as amended

RECOMMENDATION:

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

Exhibit "A"
Item No. F-3

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

RIGHT-OF-ENTRY NO. 706

This RIGHT-OF-ENTRY NO. 706 (**ROE**), dated July 27, 2023, (**Effective Date**) is made by and between the **STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS**, whose place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707 (**PERMITTOR**) and **STATE OF HAWAII, DEPARTMENT OF AGRICULTURE, ("HDOA")** whose business and mailing address is 1428 South King Street, Honolulu, Hawaii, 96814, (**PERMITTEE**).

1. **GRANT.** PERMITTOR grants to PERMITTEE, its employees, invitees, agents, and representatives (collectively, ***Permittee's Representatives***), a non-exclusive, revocable right to enter that certain parcel of Hawaiian home lands located in Waimanalo, Island of Oahu, identified as Tax Map Key No. (1) 4-1-011:001, and being approximately 1,306 acres of land and any improvements thereon, depicted in the highlighted area of the map attached hereto as **Exhibit "A,"** together with those improvements existing thereon as of the Effective Date and any improvements or alterations permitted thereon (***Premises***).

2. **TERM.** This ROE commences on the Effective Date and will continue thereafter on a month-to-month basis until terminated as provided in this instrument; provided, however, that the total term of this ROE shall not to exceed one (1) year. PERMITTOR may in its sole discretion, for any reason or no reason whatsoever, terminate this ROE on thirty 30 days written notice to PERMITTEE.

3. **PERMITTED USE.** PERMITTEE shall use the Premises only for the following purpose(s): conducting coqui frog (*Eleutherodactylus coqui*) search, control, and eradication efforts. Access to Premises shall fall between the hours of 8:00 AM and 12:00 AM and provide permitted access for up to a total of ten (10) HDOA employees, agents, contractors, and/or collaborators; and for no other use, except with PERMITTOR'S prior written consent.

4. **FEES.** PERMITTEE is not required to pay any monthly fees for the term of this ROE. A non-refundable processing and documentation fee of \$175.00 is hereby waived.

5. **MAINTENANCE.** During the term of this ROE, PERMITTEE shall keep the Premises in a strictly clean and sanitary and orderly condition, and shall not cause, make, permit, or suffer any waste, spoil, nuisance, nor any unlawful, improper, illegal, or offensive use of or on the Premises. During the permitted hours of 8:00 AM through 12:00 AM, PERMITTEE shall be solely responsible for the security of the Premises.

PERMITTEE is solely responsible for all of PERMITTEE'S property kept in or on the Premises.

6. **CONSTRUCTION AND IMPROVEMENTS.** PERMITTEE may not construct, alter, amend, place, or install any improvements or fixtures on the Premises or any improvements thereon except with PERMITTOR'S prior written approval.

7. **COMPLIANCE WITH LAWS.** PERMITTEE shall comply with all rules, regulations, ordinances and/or laws of the State of Hawaii and any other municipal and/or Federal Government authority applicable to the Premises and improvements thereon.

8. **RIGHT TO ENTER.** PERMITTOR, its agents, and representatives may at all reasonable times freely access and enter the Premises for the purpose of, but not limited to, examining the same or for the performance of any public or official duties; provided that PERMITTOR shall not interfere unreasonably with PERMITTEE'S permitted use(s) of the Premises.

9. **NO ASSIGNMENT OR SUBLEASE.** PERMITTEE may not in any manner transfer, assign, mortgage, pledge, sublease, or sublet any rights in or to the Premises, in whole or part, or otherwise hold or agree so to do for the benefit of any other person or persons or organization of any kind.

10. **NO LIENS OR ENCUMBRANCES.** PERMITTEE shall not by any act or omission, directly or indirectly, create, incur, assume, cause, or suffer to exist any liens or encumbrances on or with respect to its interests and rights of use in the Premises. PERMITTEE shall promptly notify PERMITTOR of any such liens and encumbrances and, at its own expense, take such action as may be necessary to immediately and fully discharge or release any such lien or encumbrance.

11. **SURRENDER.** Upon termination of this ROE, PERMITTEE shall peaceably and quietly surrender and deliver to PERMITTOR possession of the Premises and within thirty (30) days thereof, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the Effective Date (or at PERMITTOR'S election, prior to PERMITTEE'S first occupancy of the Premises), reasonable and ordinary wear and tear and damage by acts of God excepted. PERMITTEE shall remove all fixtures and personal property belonging to PERMITTEE; provided that in any such fixture can be safely removed without damage to the Premises or any improvements thereon. If PERMITTEE fails to effectuate such restoration of the Premises, PERMITTOR reserves the right to accomplish the same on PERMITTEE'S behalf and shall assess PERMITTEE the total costs thereof. Any improvements, fixtures, or personal property remaining on or in the Premises shall revert to and be deemed PERMITTOR's property, with which PERMITTOR may dispose in its sole discretion.

12. **HAZARDOUS MATERIAL.** PERMITTEE shall not cause or permit the escape, disposal, or release of any hazardous materials. PERMITTEE shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the premises any such materials except to use in the ordinary course of PERMITTEE'S business, and then only after written notice is given to the PERMITTOR of the identity of such materials and upon PERMITTOR'S consent, which consent may be withheld at the PERMITTOR'S sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by PERMITTEE, then PERMITTEE shall be responsible for the costs thereof. In addition, PERMITTEE shall execute affidavits, representations and the like from time to time at PERMITTOR'S request concerning PERMITTEE'S best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by PERMITTEE.

For the purpose of this ROE, the term "hazardous material" as used herein shall include any substance, waste or material designated as hazardous or toxic or radioactive or other similar term by any present or future federal, state or local statutes, regulation or ordinance, such as the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and the Federal Clean Water Act, as amended from time to time, and also including but not limited to petroleum, petroleum based substances, asbestos, polychlorinated-biphenyls ("PCB"), formaldehyde, and also including any substance designated by federal, state or local regulations, now or in the future, as presenting a risk to human health or the environment.

Prior to the termination of the ROE, PERMITTEE may be required to conduct a Level One (1) Hazardous Waste Evaluation and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health and PERMITTOR.

13. **SELF-INSURANCE.** The State, as a sovereignty, is self-insured and therefore insurance, including but not limited to, public liability, property damage, and fire, is not required.

14. **PERMITTEE'S RESPONSIBILITIES.** The PERMITTEE shall be responsible for injury caused by the PERMITTEE'S officers and employees in the course and scope of their employment to the extent that the PERMITTEE'S liability for such damage or injury has been determined by a court or otherwise agreed to by the PERMITTEE. The PERMITTEE shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted and funds have been encumbered and released for the purpose.

15. **PERMITTOR'S RESPONSIBILITIES.** The PERMITTOR shall be responsible for injury caused by the PERMITTOR'S officers and employees in the course and scope of their employment to the extent that the PERMITTOR'S liability for such damage or injury has been determined by a court or otherwise agreed to by PERMITTOR. The PERMITTOR shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted and funds have been encumbered and released for the purpose.

16. **ENTIRE AGREEMENT.** This ROE contains all of the terms and agreements between the parties relating to the subject matter hereof and supersedes and cancels any and all other conflicting prior agreements, promises, and negotiations between them. Nothing contained herein shall limit any claims by PERMITTOR against PERMITTEE arising under prior agreements, nor limit PERMITTEE'S continuing obligations under prior agreements, including insurance, indemnity, and hazardous waste obligations.

17. **PERMITTEE REPRESENTATIONS.** PERMITTEE is familiar with the quality and condition of the Premises, has had an opportunity to inspect the Premises, and to evaluate and determine for itself the suitability of the Premises for its intended purposes; and PERMITTEE accepts the Premises as-is, where-is, with all faults, defects, and conditions, whether known or unknown.

WHEREOF, PERMITTOR and PERMITTEE have caused this ROE to be executed by the duly authorized officers/individuals as of the day and year first above written.

APPROVED BY THE HHC
AT ITS MEETING HELD ON
September 21, 2021

APPROVED AS TO FORM:



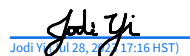
Deputy Attorney General
State of Hawaii

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

By: 

~~William J. Aila, Jr., Chairman~~ Kali Watson, Chairman
Hawaiian Homes Commission
PERMITTOR

APPROVED AS TO FORM:


Jodi Y. A. 28, 2021 17:16 HST

Deputy Attorney General
State of Hawaii

STATE OF HAWAII, DEPARTMENT OF
AGRICULTURE

By: 

~~Phyllis Shimabukuro Geiser~~ Sharon K. Hurd
Its: Chairperson
PERMITTEE

ROE 706 - DOA

Final Audit Report

2023-07-27

Created:	2023-07-27 (Hawaii-Aleutian Standard Time)
By:	Peter Albinio (peter.k.albinio.jr@hawaii.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnGON-XHnozh3tMQMqQIfwGkhj8O89gxE
Number of Documents:	1
Document page count:	14
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Supporting files page count:	0

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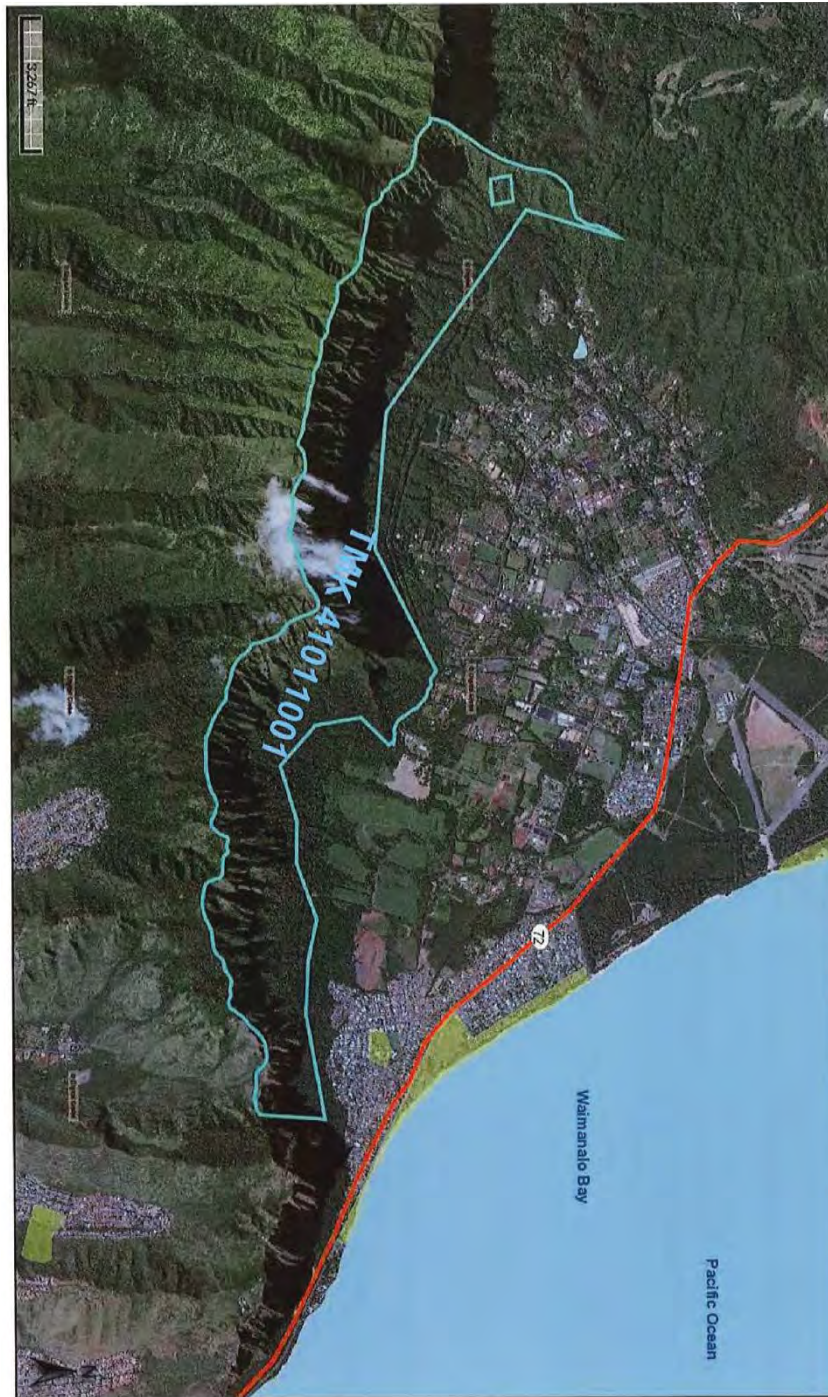
-  Document created by Peter Albinio (peter.k.albinio.jr@hawaii.gov)
2023-07-27 - 8:43:32 AM HST
-  Document emailed to Alana Bryant (alana.l.bryant@hawaii.gov) for signature
2023-07-27 - 8:44:38 AM HST
-  Email viewed by Alana Bryant (alana.l.bryant@hawaii.gov)
2023-07-27 - 9:15:31 AM HST
-  Agreement viewed by Alana Bryant (alana.l.bryant@hawaii.gov)
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-  Document e-signed by Alana Bryant (alana.l.bryant@hawaii.gov)
Signature Date: 2023-07-27 - 9:16:02 AM HST - Time Source: server
-  Agreement completed.
2023-07-27 - 9:16:02 AM HST


EXHIBIT "A"
(Premises)
TMK No. (1) 4-1-011:001



STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16-17, 2025

TO: Chairperson and Members of the Hawaiian Homes Commission

FROM: Linda Chinn, Acting Administrator
Land Management Division 

SUBJECT: Approval to the Assignment and Assumption of Interest of Development Agreement from Hawaiian Community Development Board to Ikenakea Uluwehi LLC and Approval to the Issuance of a Long-Term General Lease to Ikenakea Uluwehi LLC, Ulu Ke Kukui Rental Housing Project, Maili, Waianae, Island of Oahu, Tax Map Key No. (1) 8-7-010:030 (portion)

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission grant its approval to the following:

1. Assignment and Assumption of Interest of Development Agreement ("DA") from Hawaiian Community Development Board ("HCDB") to Ikenakea Uluwehi LLC ("Ikenakea") for the redevelopment of the Ulu Ke Kukui Rental Housing Project, on approximately 6 acres of Hawaiian home lands, located at Maili, Waianae, Island of Oahu, further identified as Tax Map Key No. (1) 8-7-010:030 (p) (See Exhibit "A") subject to the following conditions:
 - a. All terms and conditions of Development Agreement dated April 14, 2020, as amended by that certain First Amendment and Second Amendment to the Development Agreement (together referred as "Development Agreement") shall continue and remain in full force and effect; and
 - b. The Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.
2. Issuance of a 65-year General Lease to Ikenakea Uluwehi LLC for the redevelopment of the Ulu Ke Kukui Rental Housing Project, on approximately 6 acres of Hawaiian home lands, located at Maili, Waianae, Island of Oahu, further identified as Tax Map Key No. (1) 8-7-010:030 (p) subject to the following conditions:
 - a. The term of the general lease shall be for sixty-five (65) years to comply with the Rental Housing Revolving Fund (RHFF) project award from Hawaii Housing Finance and Development Corporation;
 - b. The annual rental for the general lease shall be gratis;

June 16-17, 2025

ITEM NO. F-4

Page 1

- c. The terms and conditions as stated in the “Development Agreement” shall be incorporated in the general lease document;
- d. The Department of the Attorney General shall review and approve the terms and conditions of the general lease document; and
- e. The Chairperson of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

APPLICANT

Hawaiian Community Development Board (“HCDB”)

LOCATION

Mali, Waianae, Oahu, identified as a portion of Tax Map Key No. (1) 8-7-010:030

AREA

Approximately 6 acres

DISCUSSION

Background

The Hawaiian Homes Commission, at its regular monthly meeting of August 19, 2008, granted approval to the issuance of a 10-year general lease to Hawaii Public Housing Authority for the development of an 80-unit transitional housing project and community center for those who have graduated from the Leeward Coast shelters. General Lease No. 283 was issued and effective October 10, 2008. The lease was extended for one year to November 24, 2019. Additional extensions of the lease term was granted to January 20, 2020 to allow the department time to complete the evaluation of the Request for Proposals (RFP) for the redevelopment and management of the housing facility.

DHHL issued an RFP on August 19, 2019. Notices were posted on the State Procurement Office website and DHHL website. A per-submittal information meeting was conducted on August 29, 2019. HCDB was the only potential offeror who attended the meeting. Notice of Intent to Submit was due to the department on September 3, 2019 and only HCDB submitted the Notice of Intent to Submit.

The proposal submitted by HCDB was to complete repurposing of the Ulu Ke Kukui transitional apartments into long-term rentals to meet the Department’s goal to provide housing opportunities to native Hawaiians in the moderate, low-income and very low-income brackets. The housing project will be repurposed to have 40 spacious two-bedroom, two bath apartment, or 8 units per building (See Exhibit “B”).

The proposal also included the following condition/exception to RFP-20-HHL-002: "In order to qualify for low-income housing tax credit funding, the original developer agreement or lease must be for a minimum for 30 years, rather than a 20-year development agreement, with three 10-year options. The HHFDC process will take about a year before the plans can be finished, financing obtained, building permit obtained, a general contractor given the Notice to Proceed, and construction actually started...a lease or lease option will need to be executed, which gives site control to HCDB to extent required by HHFDC".

A review of the proposal and other pertinent documents indicates the offeror meets the minimum qualifications as stated in the RFP. The redevelopment plans and rental rates are within the parameters stated in the RFP. Then Chairman Aila approved the award of the development agreement to HCDB, a Hawaii Non-Profit organization, on November 27, 2019.

Development Agreement (DA #001) was issued on April 14, 2020 for a term of thirty-two (32) years commencing on November 25, 2019 and expiring on November 24, 2051 with an option for three periods of up to ten years or portions thereof without the necessity of re-bidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration date.

First Amendment to DA was executed on February 2, 2022 amending certain terms of the DA including removing Section 4C, which committed DHHL to provide a purchase money loan of \$4,000,000.00 to the development. A second Amendment to DA was executed on April 17, 2025 further amending certain terms of the DA including a commitment in the amount of \$9,600,000.00 from the NAHASDA Grant Funds and NAHASDA Project Based Rental Assistance for 39 units of the project subject to and in accordance with the rules and regulations applicable to the NAHASDA program.

Request

A request to assign the development interest in the DA to Ikenakea Uluwehi LLC was received. Ikenakea Uluwehi LLC is a special purpose entity formed on behalf of HCDB for the renovation, operation, and maintenance of the Ulu Ke Kukui (to be renamed Hale Makana O Uluwehi) multi-family residential housing facility. A draft of the Assignment and Assumption of Development Agreement is attached herewith as Exhibit "C".

Ikenakea Uluwehi LLC is managed by Ikenakea Development LLC and HCDB is a member of Ikenakea Development LLC.

Section 8, page 11 of the Development Agreement, titled No Assignment of Agreement or Other Rights, states that this Agreement cannot be assigned by Developer to another developer or to any third party, nor can there be any sale of transfer of any majority interest in the Developer without the written consent of DHHL.

Ikenakea Uluwehi was awarded a Rental Housing Revolving Fund (RHRF) in an amount not to exceed \$4,750,000.00, subject to the availability of RHRF fund, the authorization and approval by the Governor of the release of RHRF funds, the successful negotiation of the final terms and conditions of the award, and the execution of loan documentation satisfactory to the

Hawaii Housing Finance and Development Corporation (HHFDC). The leasehold interest in the project premises, improvements and chattels will be leveraged for this term loan. The length of affordability for the project will be 61 years. The request for a 65-year general lease on the subject premises is to comply with this requirement.

AUTHORIZATION

§220.5 of the Hawaiian Homes Commission Act, as amended.

RECOMMENDATION

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

Department of Hawaiian Home Lands
Ulu Ke Kukui Transitional Housing Site and Facility Assessment October 31, 2017 (FINAL)





EXHIBIT "B"

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this “*Assignment*”) is made effective as of _____, 2025 (the “*Effective Date*”), by and between HAWAIIAN COMMUNITY DEVELOPMENT BOARD, a Hawaii nonprofit corporation (“*Assignor*”), and IKENAKEA ULUWEHI LLC, a Hawaii limited liability company (“*Assignee*”). Assignor and Assignee are sometimes individually referred to as a “*Party*” and collectively as the “*Parties*.”

BACKGROUND

A. Assignor and the State of Hawaii, by its DEPARTMENT OF HAWAIIAN HOME LANDS (“*DHHL*”), entered into that certain Development Agreement dated April 14, 2020, as amended by that certain First Amendment to Development Agreement dated as of February 2, 2022, and that certain Second Amendment to Development Agreement made effective as of April 17, 2025 (collectively, the “*Development Agreement*”), for Assignor to renovate, operate, and maintain the Ulu Ke Kukui (to be renamed Hale Makana O Uluwehi) multi-family residential housing facility (the “*Project*”) located in Maili, Waianae, on the Island of Oahu, City and County of Honolulu, State of Hawaii.

B. Section 8 of the Development Agreement permits Assignor to assign the Development Agreement to another developer with the written consent of DHHL.

C. Assignee is a special purpose entity formed on behalf of Assignor for the Project.

D. Assignor desires to assign the Development Agreement to Assignee, and Assignee desires to assume and accept the same, in accordance with the terms and conditions of this Assignment.

E. DHHL has provided its written consent to this Assignment.

Accordingly, the Parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to, and obligations under, the Development Agreement, and Assignee accepts the foregoing assignment and agrees to assume and perform all of the obligations of Assignor under the Development Agreement from and after the Effective Date.

2. Titles and Headings. Titles and headings used in this Assignment are for the purpose of convenience and reference only and shall in no way limit, define, or otherwise affect the provision of this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict of laws principles.

4. Counterparts; Electronic Signatures. To facilitate execution, this Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, binding upon the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart. Duplicate, unexecuted counterpart pages may be discarded and the remaining pages assembled as one instrument. E-mail, facsimile, DocuSign, or other electronically transmitted or executed signatures shall be effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR

HAWAIIAN COMMUNITY DEVELOPMENT BOARD,
a Hawaii nonprofit corporation

By: _____
Name: Jackie Burke
Its: Chairman of the Board

ASSIGNEE

IKENAKEA ULUWEHI LLC,
a Hawaii limited liability company

By: 'IKENAKEA DEVELOPMENT LLC
Its: Manager

By: HAWAIIAN COMMUNITY DEVELOPMENT BOARD
Its: Member

By: _____
Name: Jackie Burke
Its: Chairman of the Board

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16 - 17, 2025

To: Chairman and Members, Hawaiian Homes Commission
Through: Andrew H. Choy, Planning Program Manager *AC*
From: Gigi O. Cairel, Grants Specialist *GC*
Subject: Extend the Implementation Period of the Native
Hawaiian Development Program Plan

RECOMMENDED MOTION/ACTION

The Hawaiian Homes Commission (HHC) extends the implementation period of the Native Hawaiian Development Program Plan (NHDPP) for two (2) years through June 30, 2027.

BACKGROUND AND PURPOSE

The 2012 Native Hawaiian Development Program Plan (NHDPP) was approved by the Hawaiian Homes Commission (HHC) for a time extension through Fiscal Year (FY) 2024. (Exhibit A). The Department of Hawaiian Home Lands (DHHL) has been implementing the NHDPP in the areas of individual development (ie, homeownership assistance and agriculture lessee technical assistance) and community development (i.e., community liaison and DHHL Community Development grants). (Exhibit B).

The NHDPP is scheduled for an update this year. The department plans to conduct Beneficiary Consultation (BC) statewide in the fall 2025, in accordance with the department's BC policy (Exhibit C). A BC report to the HHC will be submitted. Then a draft and final NHDPP will be submitted to the HHC for review and approval by summer 2026. (Timelines are subject to change).

In order to offer Community Grants and other assistance in the upcoming FY 2026 - 2027, we are seeking this approval to extend the current plan, while simultaneously, we intend to update the NHDPP to be more reflective of community needs and department resource allocation (budget and staffing).

In FY 2026 - 2027, DHHL plans to implement the following components in the NHDPP.

- Homesteading Opportunities Assistance Program (i.e., homebuyer education, lease cancellation, and foreclosure prevention services).
- Expand the University of Hawaii College of Tropical Agriculture and Human Resources (UH CTAHR) assistance for farmers and ranchers by serving Maui and Kauai, in addition to Molokai and Hawaii island.
- Continue to administer and monitor grants and provide technical assistance to new and existing grantees.
- Administer \$10 million in new DHHL Grants from State General Funds, in accordance with the recommendation to allocate \$10 million* in the Department FY 2026 budget. We plan to offer grants for capacity building, project implementation and existing homestead facilities.

**Note: Subject to applicable restrictions as set forth by the State Budget execution policies and instructions*

During the 2025 Legislative Session, the State Legislature appropriated a \$10 million allocation in State General Funds to the DHHL with legislative intent as a recurring allocation for "services to existing homestead communities". This is a separate and distinct allocation in addition to the \$600 million that the Legislature previously appropriated to DHHL, with legislative intent to reduce the number of applicants on the DHHL Wait List.

AUTHORITY

Pursuant to Hawai'i Administrative Rules (HAR) Chapter 6.1 of Title 10, DHHL prepares the NHDPP every two years for HHC review and approval. The goal of the NHDPP is to "increase the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities." This is accomplished through the NHDPP by "improve[ing] the general welfare and conditions of social, cultural, and other programs."

Historically, the NHDPP is primarily funded by the Native Hawaiian Rehabilitation Fund (NHRF). NHRF was created by the 1978 Constitutional Convention to finance various activities intended to exclusively benefit native Hawaiians. This includes, but is not limited to, educational, economic,

political, social, and cultural processes by which the general welfare and conditions of native Hawaiians are improved and perpetuated. The source of revenue for this fund is primarily derived from 30% of state receipts, derived from lands previously cultivated and cultivated as sugarcane lands and from water licenses.

NHRF has been in decline significantly in recent years. And, per HAR 10-6.1-6, NHDPP may also be funded by federal, state, county and private resources. In accordance with the recommendation of the FY 26 department budget, \$10,000,000 is allocated for Grants and \$600,000 in other Trust funds is allocated for agriculture technical assistance.

RECOMMENDATION

Staff recommends approval.



HAWAIIAN HOME LANDS TRUST
DEPARTMENT OF HAWAIIAN HOME LANDS

Native Hawaiian Development Program Plan

January 1, 2012- June 30, 2014

Extended through June 30, 2016
as approved by Hawaiian Homes Commission
at the July 21-22, 2014 meeting

Prepared by Planning Office

EXHIBIT A

PREFACE

The **Hawaiian Homes Commission Act (HHCA)** “rehabilitates” native Hawaiian beneficiaries by awarding residential, agricultural or pastoral homestead leases at a rate of \$1.00 per year for 99-years. “Rehabilitating a native Hawaiian family takes more than a land lease.

Section 213 of the HHCA, established the **Native Hawaiian Rehabilitation Fund (NHRF)** to provide a wide range of “rehabilitation” programs that address educational, economic, political, social and cultural opportunities. Development in these areas improves the general welfare and conditions of native Hawaiians. Funded by a 30% share of revenues from sugar leases and water licenses, the NHRF fund provides a pool of financial resources that can be dispersed to programs, projects, and services that are deemed necessary for “rehabilitation”.

In addition to NHRF, per **Hawaiian Homes Commission Resolution Number 257** adopted on June 21, 2011, a set aside sum of up to 15% of the annual general lease revenues is to be used for the purpose of supplementing the Native Hawaiian Development Program Plan (NHDPP).

The **Native Hawaiian Development Program Plan (NHDPP)** identifies priority programs and services that should be provided for the next two years. It also determines how the NHRF and 15% set aside will be allocated in the next fiscal biennium to support those priorities. The NHDPP focuses on two (2) areas of development: 1) Individual Development; 2) Community Development.

Hawaiian Home Lands Trust

Native Hawaiian Development Program Plan January 1, 2012- June 30, 2014

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NATIVE HAWAIIAN DEVELOPMENT PROGRAM

“Empower”

To provide individuals and or groups with skills, information, authority and resources in order to carry out their responsibilities.

The purpose of the Native Hawaiian Development Program is to “improve the general welfare and conditions of native Hawaiians through educational, economic, political, social, cultural, and other programs.” [Title 10 Administrative Rules, Chapter 6.1]

NATIVE HAWAIIAN DEVELOPMENT PROGRAM PLAN

The Native Hawaiian Development Program Plan (NHDPP) is a two (2) year approach designed to achieve the aforementioned purpose by “increasing the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities”. [Title 10] The following are guiding principles that help to define the plan:

- Beneficiaries define their own vision for their community.
- Beneficiary Organizations through its democratically-elected leaders are the primary conduit for the relationship between the department and homestead residents and applicants with regard to community development. Each homestead lessee and applicant is eligible to vote for their leaders.
- The interests of applicants, the future residents of homestead communities, must not be overlooked in community planning.
- The skills and talents of individuals need to be strengthened and nurtured to ensure strong, prepared leadership for the future.
- Each homestead association defines what it wants to be responsible for within the areas of authority the commission is willing or able to delegate.
- Successful participation of beneficiaries in planning for the use and management of homestead lands and assets is tied to being adequately prepared and supported.
- Homestead leaders can best learn governance and management skills through hands-on training that applies to the assets in their own community.
- Each homestead is unique and each homestead association will have its own way of working toward self-sufficiency. Not every homestead association will be interested or ready to take the steps toward self-sufficiency at the same time or in the same way.

- Beneficiary organizations¹ will assume more responsibilities as their capacity increases.
- Beneficiary organizations are under no obligation to participate in this initiative.
- The policies and practices of DHHL must support increased self-governance by homestead associations and beneficiary organizations.

The NHDPP has two (2) primary goals:

1. Individual Development
2. Community Development

¹ Throughout this document the term “beneficiary organization” refers to organizations that are owned and controlled by homesteaders or DHHL applicants that they represent

I. INDIVIDUAL DEVELOPMENT

“Self-sufficiency”

Provision by one's self
of all of one's own needs

GOAL:

Provide opportunities for native Hawaiians to obtain the knowledge and skills that will increase their ability to earn a living, become self-sufficient, or secure and make better use of their homestead award.

STRATEGY:

A strong education and the development of job skills are essential for creating self-sufficient, independent individuals. In turn, increasing the knowledge and abilities of individuals strengthens the community as a whole. Providing scholarships makes an education attainable for many more native Hawaiians. By coordinating our scholarship programs with others, we enhance programs that already exist and extend the opportunities for an advanced education to more people.

Economic opportunities and homeownership are also affected by the lack of appropriate skills and experience, making it difficult for lessees with agricultural and pastoral awards to make full use of their homesteads. DHHL staff estimates that only 15% of agricultural awards are in productive farming at this time. Access to the appropriate resources, training and technical assistance are needed to help lessees get started and expand their production.

Education affects homeownership in two major ways – earning power and financial security. Numerous studies document the relationship between educational achievement and income. Higher and more stable incomes allow people to qualify for a mortgage. Similarly, knowledge about handling money wisely (like budgeting, managing debt, and saving) helps people prepare for homeownership and paying a mortgage.

Settlement of native Hawaiians on the land is DHHL's primary mission. With homes costing more than \$500,000 in the private sector, many more native Hawaiians are seeking homestead awards. The large average native Hawaiian family size, combined with lower per capita income, lack of savings, credit or debt problems makes it a challenge to achieve homeownership. The lack of experience in buying real estate means that training and assistance is critical to make native Hawaiian homeownership a reality.

IMPLEMENTATION ACTIONS FOR 2012-2014:

1.1 Education

Objective: Provide educational opportunities through scholarships, internships, and community service opportunities. Evaluation indicators to

measure program outcomes and results will need to be developed for each Implementation Action.

1.1.1 HHC Scholarships

Maintain and administer two (2) post-high scholarship programs that provide financial assistance to native Hawaiians with demonstrated financial need or academic excellence (Kuhio Scholars) enrolled in post-high school educational institutions. Annually, there are approximately 300-400 applications received and 200 awards granted.

Eligibility Requirements:

- Be native Hawaiian (50% or more Hawaiian ancestry) or Homestead Lessee (25% or more Hawaiian ancestry);
- Be enrolled as a full-time classified student in an accredited two-year, four-year or graduate degree program;
- Minimum GPA of 2.0 for undergraduates, 3.0 for graduate students;
- Agree to participate in community service projects;
- Applications due March 1 each year;
- For Kuhio Scholars, minimum GPA of 3.8 for graduate students.

**Applications are available at: www.hawaiicommunityfoundation.org*

Budget: \$200,000 encumbered for application review, determination of native Hawaiian status, and coordination

1.1.2 HHCS – Vocational Education

Produce a separate brand for HHCS Vocational Education and develop a distinct website and information and marketing materials. Although the HHCS can cover UH Community College vocational education program costs, there has been minimal use of this program. There is a need to brand the HHCS – Vocational Education program separately from the HHCS – Four Year and Advanced Degree program. Vocational Education programs at the UH community colleges are a tremendous resource for native Hawaiians to enter the trades and other professions.

Budget: \$2,500 printing and distribution

1.1.3 Partnerships

Chaminade University

Chaminade University of Honolulu offers a four year renewable scholarship valued at \$8,500 to attend Chaminade. Chaminade University is committed to support up to 40 scholarships each year for qualified homestead students. This commitment will be for four years per student as long as they maintain their commitment to education.

Eligibility Requirements:

- Be a dependent of a current resident who holds a lease to a Hawaiian homestead property;
- Have a high school GPA of 2.5 or higher;
- Have a SAT of 900 or an ACT of 18; and

- Be a full-time day undergraduate student.

Budget: No additional cost to DHHL

Other Partnerships

Staff should pursue similar partnerships with other educational institutions (e.g. Hawaii Pacific University and BYU Hawaii) and sources of financial assistance (e.g. Office of Hawaiian Affairs)

1.2 Homesteading Opportunities Assistance Program (H.O.A.P.)

Objective: Revive, expand, and rebrand the existing “Homeownership Assistance Program” into the “Homestead Opportunities Assistance Program,” to assist all beneficiaries.

Expansion and enhancement of the program may include technical assistance in residential, agricultural, pastoral, and aquaculture homesteading. Evaluation indicators to measure program outcomes and results will need to be developed for each Implementation Action.

Budget: \$500,000 annually

1.2.1 Residential Technical Assistance

Continue to offer current elements of the existing program, designed to provide comprehensive support and resources for homeownership including homebuyer education, financial literacy training, one-on-one credit counseling, and other homeownership tools.

1.2.2 Agricultural Technical Assistance

Provide educational and technical assistance programs to Hawaiian Home Lands agricultural lessees. The objective of the program is to increase the number of successful homesteaders in agricultural enterprises by increasing their knowledge and training in commercial and subsistence agricultural production, best management practices, marketing, financial and business skills. Current technical assistance includes group training in food productions, disease control, best management practices, business planning, processing, and marketing on Kauai, Molokai, and Hawaii Islands.

Homestead farmers have expressed the need to have more input into the program’s direction and scope of work to make effective use of limited resources (technical assistance, land, loans, project support) in accordance with intent (farm plan) and capabilities (experience, financing).

1.2.3 Pastoral Technical Assistance

Provide educational and technical assistance programs to Hawaiian Home Lands pastoral homestead lessees. The objective of the program is to increase the number of successful homesteaders in pastoral enterprises by increasing their knowledge and training in commercial and subsistence pastoral production, best management practices, marketing, financial and business skills. Current technical assistance includes group training in food

productions, disease control, best management practices, business planning, processing, and marketing on Kauai, Molokai, and Hawaii Islands.

Homestead ranchers have expressed the need to have more input into the program's direction and scope of work to make effective use of limited resources (technical assistance, land, loans, project support) in accordance with intent (ranch plan) and capabilities (experience, financing).

II. COMMUNITY DEVELOPMENT

“Community Development”

A process involving the conception, planning, and implementation of projects or activities which create improvements in (or reduce the extent of declines in) the living standards of people in a particular community.

GOAL:

To support homestead associations and beneficiary organizations in developing unified, organized, effective, and sustainable Hawaiian communities.

STRATEGY:

Beneficiary organizations provide an avenue for homestead applicants and lessees to take part in the planning of new homestead developments, the various uses of homestead land, and the management of homestead assets. These organizations need to have certain skills and resources in order to enable them to participate in these activities.

It is important to build the leadership, organizational, and management capacity within beneficiary groups. Most homestead organizations currently secure resources in order to undertake projects to benefit their communities. The types and sizes of projects are very diverse, ranging from annual community gatherings to moderate-sized recreation, education, cultural, and community center activities.

“Community Development” is consistent with the intent of the Hawaiian Homes Commission Act 201.6 which authorizes the transfer of certain department authority to democratically-elected homestead organizations that demonstrate a capacity to provide these services at a level and quality comparable to services provided by the department.

To assist in Community Development, the DHHL is focusing on the following implementation actions:

1. Hawaiian Home Lands Trust Grants
2. Technical Assistance and Training

IMPLEMENTATION ACTIONS FOR 2012-2014:

2.1 Hawaiian Home Lands Trust Grants

Objective: Provide beneficiary organizations the opportunity to seek funds through an open and competitive grant application process to support community-driven projects that improve the living standards in homestead communities, including HHC-approved Regional Plan Priority Projects and projects included in the Hawaiian Home Lands Trust Strategic Goals & Objectives 2012-2017. Grants can also be used for the following:

- Nonprofit Board Roles and Responsibilities

- Nonprofit Financial Management
- Strategic Planning
- Proposal and Grant Writing
- Project Action Planning

All grants require a minimum match of 25% of the grant request amount in outside in-kind services and/or funds. Evaluation indicators to measure program outcomes and results will need to be developed.

<i>Eligibility:</i>	Beneficiary Organizations
<i>Deadlines:</i>	April 1 and October 1
<i>Application Forms:</i>	To be developed and posted on website
<i>Review Process:</i>	Applications are distributed to an Evaluation Committee for review and rating. Project descriptions and funding recommendations are submitted to the Hawaiian Homes Commission for action.
<i>Grant Amounts:</i>	Not to exceed \$100,000 per application
<i>Budget:</i>	\$500,000 annually

2.2 Training and Technical Assistance

Objective: Provide training and technical assistance to beneficiary organizations to assist in developing organizational visions and strategies, in securing resources, in successfully implementing their community projects, and in becoming stable, self-sufficient homestead communities. Evaluation indicators to measure program outcomes and results will need to be developed for each Implementation Action.

2.2.1 Homestead Association Assistance

Planning staff will be assigned to serve as a liaison with homestead associations and beneficiary organizations to provide advice, pull in technical assistance, and serve as a point of contact and referral. As part of this role, staff will be available upon request and as budget permits to attend community and/or board meetings.

Budget: Staff time and cost for travel, lodging, coordination and presentation included in other budgets.

2.2.2 Leadership Conference

Convene homestead association and beneficiary organization leaders annually to provide technical assistance and training and also to network and develop partnerships, collaborate on projects, and to share best practices with one another. Topics may include:

- Nonprofit Board Roles and Responsibilities
- Nonprofit Financial Management
- Strategic Planning
- Proposal and Grant Writing
- Project Action Planning

- Learning Circles
Conference may be “piggy backed” on other similar conferences in attempts to partner and share costs.

Budget: \$75,000 with matching funds from USDA-RCDI grant and/or other sources

PROPOSED BUDGET

The table below highlights the annual amount and source of funding for each implementing action in the NHDPP.

Implementation Action	Source of Funding	
	NHRF & Reso. 257	Other
1.1. Education		\$202,500
1.2 Homestead Opportunities Assistance Program	\$500,000	
2.1 Hawaiian Home Lands Trust Grants	\$500,000	
2.2 Training and Technical Assistance		*\$175,000
Total Annual Budget	\$1,000,000	\$377,500

**Subject to negotiation with outside funding source*

Proposed Budget 2026 – 2027

The table below highlights the annual amount and source of funding for each implementing action in the NHDPP.

Implementation Action	Source of Funding	
	Other	State General Funds
1.2 Homestead Opportunities Assistance Program	\$600,000	
2.1 Hawaiian Home Land Grants		\$10,000,000**
Total Annual Budget	\$600,000	\$10,000,000**

Note: Historically, the NHDPP has been funded with Native Hawaiian Rehabilitation Funds (NHRF). In FY 2026 – 2027, the department is proposing to utilize other funds for the NHDPP.

** Note: Subject to applicable restrictions as set forth by the State Budget execution policies and instructions.

Below is a summary of the implementation status of the NHDPP components during Fiscal Year 2024 - 2025.

NHDPP Component	Implementation Status
Homesteading opportunities assistance	Residential technical assistance. Continued to offer elements of the existing program designed to provide comprehensive support and resources for homeownership including homebuyer education, financial literacy training, one-on-one credit counseling, and other homebuyer tools.
Homestead agriculture and pastoral assistance	UH-CTAHR CES agents on Moloka'i and Hawai'i provided technical assistance to ranchers and farmers DHHL new Agriculture Program Specialist employee starts.
Small business development and entrepreneurship training	Not implemented.
Statewide beneficiary leaders budget puwalu	Not implemented.
DHHL Community Development Grants <ul style="list-style-type: none"> • Capacity Building • Project Implementation • Existing homestead facilities State HRS Chapter 42F Grants-In-Aid administered by DHHL	17 new grants awarded this fiscal year to 13 nonprofit organizations. Drafting contracts for the new grantees; monitoring existing grantees; providing technical assistance on progress and financial reports; nonprofit compliance; and contract amendments.
Community Liaison	Continued community liaison work. Planning Office staff are assigned to specific geographic locations to respond to inquiries and requests from homestead associations and beneficiaries in their respective assigned locations. The primary objective for Liaisons is to assist beneficiaries with navigating internal department processes.

collect and analyze pertinent data in the evaluation report. The chairman may include other measures of performance and effectiveness. The evaluation report shall include recommendations for improvements as applicable. The chairman shall bring to the attention of the commission development plans that are completed or outdated, and a majority vote of the commission shall void or update such plans. [Eff and comp HHC Act, all] (Auth: HHC Act §222) (Imp: AUG 25 2010)

§10-4-60 Beneficiary consultation. (a)

Meaningful and timely consultation with beneficiaries promotes trust, partnership, and civic engagement. The type of consultation shall be appropriate to the potential impact of the decision or action.

(b) Types of consultation. The type of consultation is determined by the type of plan or implementing action:

- (1) Comprehensive. Comprehensive consultation is statewide. Notice shall be provided to all existing homesteaders, all waiting lists applicants, and other native Hawaiians who have registered with the department. The notice shall describe the proposed action and the date, time, and place of a public meeting to be held on each island. Comprehensive consultation shall apply to the preparation and amendment of Tier 1 plans, preparation and amendment of program plans, and promulgation of administrative rules.
- (2) Place-based. Place-based consultation is geographically specific. Notice shall be provided to existing homesteaders, waiting lists applicants, and other native Hawaiians who have registered with the department and who are associated with a geographic area impacted by the proposed action. The chairman shall determine the appropriate

scope of the notice. The notice shall describe the proposed action and the date, time, and place of a public meeting to be held within the geographic area. Place-based consultation shall apply to the preparation and amendment of island plans, preparation and amendment of tier 3 plans, and proposed projects that require an environmental assessment or environmental impact statement.

- (3) Ad hoc. Ad hoc consultation consists of the formation of an advisory body to provide input to the department for the preparation and amendment of any plan or implementing action. The chairman may select the advisory body, subject to consultation and ratification by the commission, for the preparation or amendment of any plans. Such ad hoc consultation for the preparation and amendment of plans shall supplement and not replace comprehensive or targeted consultation. The chairman may select an ad hoc body for an implementing action and provide a report to the commission.

(c) Consultation methods. The department shall use its best effort to employ diverse and creative notification and participation methods that reach the intended audience in the most effective yet efficient manner. [Eff and comp **AUG 25 2018**] (Auth: HHC Act §222) (Imp: HHC Act, all)

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16-17, 2025

To: Chairperson and Members, Hawaiian Homes Commission
Through: Andrew Choy, Planning Program Manager
From: Cherie-Noelle Ka'anana, Water Program Specialist
Subject: For Information Only - Water Policy Plan
Implementation Status (Fiscal Year (FY) 2025
Performance) and Implementation Plan for FY 2026

RECOMMENDED MOTION/ACTION

For Information Only

DISCUSSION

This submittal provides (1) a report on progress made towards the Commission's water policy objectives under the FY 2025 Water Policy Plan (WPP) Implementation Program (IP), and (2) a Proposed WPP-IP for FY 2026.

I. Purpose of this submittal

The Hawaiian Homes Commission (HHC) WPP was adopted in 2014 by the HHC after three years of research and two rounds of beneficiary meetings across Hawai'i. The WPP provides strategic, proactive, comprehensive, and consistent guidance to the Commission and Department of Hawaiian Home Lands (DHHL) on water related issues, actions, and decisions. This is the first water policy of the Trust since passage of the Hawaiian Homes Commission Act (HHCA) in 1921. The Policy Plan as adopted is attached here as Exhibit C, and is also available at <http://dhhl.hawaii.gov/wp-content/uploads/2013/09/HHC-Water-Policy-Plan-140722.pdf>

The WPP section on "Delegation of Authorities, Reporting, and Consultation" specifies that **the Chairman shall annually seek approval from the HHC for a proposed IP in conjunction with the Department's budget request. In addition, the Chairman shall annually report on progress on execution of the previous year's**

approved IP. This submittal is in compliance with that provision.

II. Background on the Water Policy Plan

The Planning Office (PO) is the lead division for implementation of the WPP-IP. However, given that water-related responsibilities are distributed across the Department, successful implementation absolutely requires Department-wide coordination. Moreover, active collaboration with beneficiaries in these crucial water decisions is critical for our success.

Twenty-three key goals were identified that would advance DHHL water rights and development to fulfill the HHCA. The second round of beneficiary consultation included ranking of these goals, and **the WPP identified four of these as Priority Goals as the focus of implementation:**

1. **Affirmatively communicate with beneficiaries regarding water decisions, performance, and water rights on a regional and annual basis.**
2. **Aggressively, proactively, consistently and comprehensively advocate for the kuleana of the beneficiaries, the DHHL, and the HHC to water before all relevant agencies and entities.**
3. **Develop and manage a Water Assets Inventory (WAI).**
4. **Support watershed protection and restoration on DHHL lands and source areas for DHHL water.**

These Priority Goals should be read in the context of **the four Priority Policies:**

1. **Expressly determine and plan for future water needs and actively participate in broader water management, use and protection efforts in Hawaii in order to secure water.**
2. **Aggressively exercise, reclaim, and protect Hawaiian home land water kuleana.**
3. **Develop, manage, and steward water in a manner that balances cost, efficiency measures, and Public Trust uses in the short and long term.**
4. **Affirmatively communicate our decisions, our reasoning, and our performance in managing, stewarding, and using water before and after making major water decisions.**

These Policies shape the WPP's Priority Goals, establishing a clear pathway for achieving the Trust's mission. This connection is illustrated through Priority Goal No. 1 to *Affirmatively*

communicate with beneficiaries regarding water decisions, performance, and water rights on a regional and annual basis. This Goal is advanced through Priority Policy No. 4 to Affirmatively communicate our decisions, our reasoning, and our performance in managing, stewarding, and using water before and after making major water decisions. By seeking alignment in the WPP's goals and policies, further movement can be made on these important water related actions. DHHL and the HHC should continue to conduct itself in accordance to this Goal and Policy.

III. Summary of Performance on the FY 2025 WPP-IP

The FY 2025 WPP IP, as in previous years, has focused on the four priority goals of the WPP IP, with other goals pursued at the direction of the HHC and Chairman as conditions warrant and resources allow. Importantly, the consistent investment in advocacy (Goal 2) has continued to realize critical outcomes, including the awarding of water reservations to DHHL for future use in the years and decades to come.

The most significant accomplishments for FY 2025 have been:

- 1) **Continued advocacy to defend the rights of our beneficiaries, the HHC, and the Department.** Thanks to the strong support of our beneficiaries and leadership, DHHL achieved major advocacy victories on vital water issues across the pae `āina.
 - Ota Well: Deferred until further community conversation occurs (North Kona, Hawai'i Island).
 - Mahi Pono's Water License: Deferred to facilitate further discussions among all relevant stakeholders, including the East Maui Community Water Board, where the HHC holds a seat (Maui Hikina, Maui).
 - Kahana Well: Deferred, as its development would have negatively impacted DHHL's Honokōwai Well project because of its close proximity to DHHL's well (Honokōwai, Maui).
- 2) **Continued progress toward water source development in Kona and Maui.**
 - Kona: Water resources are essential for developing DHHL lands at Kealakehe (La'i`Ōpua) and other tracts. A Final Environmental Assessment and a Ka Pa`akai analysis were completed with no opposition from beneficiaries or community during the Comment

Period. This beneficiary support is paramount to the WPP, as it directly influences our ability to secure water for future homesteads.

- Maui: DHHL continues to support water resource development, including the Honokōwai Well for DHHL lands in the Lahaina aquifer sector. As a designated water management area with additional protections, this aquifer has limited water available for new developments. Accordingly, DHHL continues to actively advocate for DHHL and beneficiaries' rights to water.

- 3) **Beneficiary Empowerment through Water Law Leadership Training.** In collaboration with the Ka Huli Ao Center for Excellence in Native Hawaiian Law at the William S. Richardson School of Law, DHHL provided training to two cohorts in FY25. Each cohort held about 35 participants. This program focused on equipping participants with the knowledge and skills necessary to prepare for, apply for, and assume leadership positions on county and state commissions with water kuleana. A testament to the program's success, **one beneficiary alumna is now on the Maui Board of Water Supply.** Furthermore, **cohort alumni advocacy and testimony to various water boards and commissions have significantly increased, ensuring that DHHL and beneficiary perspectives are considered on critical water related issues.**
- 4) **Implementation of the top priority project, Water - Wai Ola, for Hawai'i Island.** Significant progress was made on the Water - Wai Ola project, a critical initiative for the Kailapa Community. This included the approval of a temporary water bill subsidy for Kailapa homesteaders on the DHHL Kawaihae Water System, thereby addressing the affordability of water for Kailapa residents.
- 5) **Approval of the Process and Procedure for the Selection of the HHC Representative on the East Maui Regional Community Board.** This marks the first time a seat has been reserved for a HHC representative on a water board of commission. Enacted on December 16, 2024, the procedure directly incorporated beneficiary feedback regarding nominee requirements and the appropriate selection process.

- 6) **Advocacy for changes in the State's permitting process for Well Construction Pump Instillation Permits (WCPIP).** In all areas of the state, the Commission on Water Resource Management (CWRM) requires anyone wanting to develop a well or install/replace a well pump to receive a WCPIP. Historically, these permits underwent limited review by CWRM staff, received minimal public notice, and did not necessitate an impact analysis on Public Trust uses of water. However, following testimony from DHHL, CWRM staff engaged with DHHL to address concerns regarding transparency and impacts to DHHL's water rights. Consequently, on July 23, 2024, CWRM committed to forwarding all WCPIPs to DHHL for comment and review in all aquifers where DHHL holds water reservations.

FY 2025 Challenges

While opportunistic progress was made this past fiscal year, DHHL also encountered challenges that hindered the full achievement and implementation of our goals. **The most notable challenges that prevented DHHL's success included:**

- **Department Understaffing.** The WPP is managed by a single staff member, limiting DHHL's capacity to oversee the numerous complex water issues across the pae `āina with necessary breadth and depth. Increasing staff or the creation of a dedicated Water Branch would significantly improve WPP implementation and goal achievement.
- **CWRM Membership Changes.** For nearly half of FY 25, CWRM operated without a Deputy Director. This made it difficult for DHHL staff to proactively advocate for our water rights on various issues across the state, including the controversial CWRM Loea Seat, which was eventually filled by a native Hawaiian practitioner.
- **Aftermath from the Maui Fires.** The August 8, 2023, Maui fires continue to cause logistical and policy challenges. Resulting staffing and policy shifts have delayed action on Maui Komohana WUPA and other statewide initiatives. While CWRM staff are developing a tiered WUPA review process, DHHL will remain engaged to ensure our rights are fully considered.
- **West Kaua`i Drought.** Prolonged drought periods in West Kaua`i has highlighted the need for improved water management. An Operations and Communications Protocol is being developed for low-flow periods while the Kekaha Agriculture Association and the Agribusiness Development Corporation implement Phase I modifications to the stream

intakes on the Kōke`e Ditch System. Future funding will be necessary for further improvements to DHHL's portion of the ditch system and water storage.

In addition, as in past years, developments in ongoing water disputes have critical implications for the Department's interests in water. Ongoing conflicts regarding ground and surface water related to DHHL water needs have been the focus of staff and consultant efforts. Consistent implementation of the WPP since 2014 has allowed staff and consultants to be better prepared to work ensure the rights of the beneficiaries, Hawaiian Homes Commission, and the DHHL were protected and enhanced.

Comparison of goals versus achievements is presented in Exhibit A.

IV. Proposed FY 2026 WPP-IP.

As we look ahead to the new fiscal year, water advocacy, planning, reservations, and source development remains a major focus. Water advocacy will be advanced through support for review of water use permits, implementation of the Charter amendment for the `Aha Wai o Maui Hikina (East Maui Water Authority Board), continued work related to the Waimea Watershed Agreement on Kaua`i, and regular beneficiary training across the pae `āina. Water planning will incorporate due diligence on potential acquisition of the Moloka`i Irrigation System and the Water Systems Rate Study. Furthermore, DHHL will persist in the defense of its existing reservations and seek to obtain new reservations. Additional work will focus on continued efforts at water source development, including in West Hawai`i and Honokōwai, Maui.

In addition, in FY 2026 we will hold workshops for the WPP. As a Tier 2 programmatic plan, the WPP is supposed to be reviewed every eight years and updated at the discretion of the department if an update is warranted." (HAR 10-4-54 (b)(2)). An internal review by DHHL staff and a consultant concluded that no critical updates are currently needed for the WPP. However, as demonstrated by the success in Kona's water source development, continued beneficiary support is crucial for future achievements. Therefore, we aim to hold WPP and water rights workshops in communities where beneficiary advocacy is anticipated to yield the most significant impact on water project outcomes.

The overall WPP IP for 2026 appears as Exhibit B; three items seek allocations. The previous actions above will be covered by these proposed expenditures. The proposed WPP-IP FY2026 budget is \$575,000. The investments proposed for HHC funding are expected to continue the policy outcomes that have resulted from the passage and implantation of the WPP.

The following describes general areas of expenditures under subparts of WPP-IP FY 2026 goals, which are detailed as Exhibit B.

Goal 1.b.	\$175,000 Continue to train beneficiaries regarding DHHL water rights, including through in person and remote learning and networking among beneficiary communities.
Goal 5.b.	\$200,000 Water Systems Rate Study
All Goals	\$200,000 WPP IP implementation, water initiatives and advocacy
Total:	\$575,000

RECOMMENDED MOTION/ACTION

None; for information only.

Exhibit A. Summary of Performance on the FY 2025 WPP-IP

The FY 2025 WPP IP, as in previous years, has focused on the four priority goals of the WPP IP, with other goals pursued at the direction of the HHC and Chairman as conditions warrant and resources allow. Importantly, the consistent investment in advocacy (Goal 2) has continued to realize critical outcomes, including the awarding of water reservations to DHHL for future use in the years and decades to come.

The most significant accomplishments for FY 2025 have been:

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designated water management area with additional protections, this aquifer has limited water available for new developments. Accordingly, DHHL continues to actively advocate for DHHL and beneficiaries' rights to water.

- 3) **Beneficiary Empowerment through Water Law Leadership Training.** In collaboration with the Ka Huli Ao Center for Excellence in Native Hawaiian Law at the William S. Richardson School of Law, DHHL provided training to two cohorts in FY25. Each cohort held about 35 participants. This program focused on equipping participants with the knowledge and skills necessary to prepare for, apply for, and assume leadership positions on county and state commissions with water kuleana. A testament to the program's success, **one beneficiary alumna is now on the Maui Board of Water Supply.** Furthermore, **cohort alumni advocacy and testimony to various water boards and commissions have significantly increased, ensuring that DHHL and beneficiary perspectives are considered on critical water related issues.**
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FY 2025 Challenges

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- **CWRM Membership Changes.** For nearly half of FY 25, CWRM operated without a Deputy Director. This made it difficult for DHHL staff to proactively advocate for our water rights on various issues across the state, including the controversial CWRM Loea Seat, which was eventually filled by a native Hawaiian practitioner.
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while the Kekaha Agriculture Association and the Agribusiness Development Corporation implement Phase I modifications to the stream intakes on the Kōke`e Ditch System. Future funding will be necessary for further improvements to DHHL's portion of the ditch system and water storage.

In addition, as in past years, developments in ongoing water disputes have critical implications for the Department's interests in water. Ongoing conflicts regarding ground and surface water related to DHHL water needs have been the focus of staff and consultant efforts. Consistent implementation of the WPP since 2014 has allowed staff and consultants to be better prepared to work ensure the rights of the beneficiaries, Hawaiian Homes Commission, and the DHHL were protected and enhanced.

Comparison of goals versus achievements is presented in the following pages.

Table I. Summary of FY 2025 WPP IP Performance

Red shading and bold underlined text indicate implementation action goal was not met
Orange shading and italicized text indicates some progress was made
Green shading and normal text indicate the action goal was met.

Goal 1. Affirmatively communicate with beneficiaries regarding water decisions, performance, and water rights on a regional and annual basis.

#	Implementation Action(s)
1.a.	Annually and regionally present on DHHL water projects and issues in conjunction with HHC meetings.
1.b.	In collaboration with the Ka Huli Ao Center for Excellence in Native Hawaiian Law at the William S Richardson School of Law, prepared for statewide beneficiary training on how to prepare for, apply for, and assume leadership positions in county and state commissions with water kuleana

Goal 2. Aggressively, proactively, consistently and comprehensively advocate for the kuleana of the beneficiaries, the DHHL, and the HHC to water before all relevant agencies and entities.

#	Implementation Action(s)
2.a.	<i>Continue advocating for funds due to the NHRF.</i>
2.b.	Secure water reservations pursuant to Hawai'i Revised Statutes, Chapter 174C & Section 171-58 <ul style="list-style-type: none"> i. Seek additional water reservations for surface and ground water across the islands as appropriate. ii. Continue pursuit of implementation of reservations. ii. Assert reservation needs in conjunction with water licensing under HRS 171-58
2.c.	Continue efforts to ensure regulatory compliance <ul style="list-style-type: none"> i. Continue regular comments on BLNR, CWRM actions, and other agency actions that could affect DHHL water rights; ii. Continue to coordinate with OHA staff on identification and tracking of water issues; ii. Develop a method for utilizing WAI information in comment letters;

#	Implementation Action(s)
2.d.	<p>Water Planning</p> <ul style="list-style-type: none"> i. Participate in and comment on all updates to the Hawai'i Water Plan and County Plans that will affect DHHL and beneficiary water kuleana ii. Coordinate DHHL agricultural water systems development planning with State and county community plans. ii. Coordinate with DHHL staff working on subsistence agricultural plans.
2.e.	Comment on water rights-related legislative and other agency rulemaking actions as necessary and directed.
2.f.	Work with authorized outside counsel as applicable to assert DHHL water rights through legal mechanisms; Use of expert witnesses if attempts to mediate ongoing disputes are unsuccessful in administrative proceedings
2.g.	Participate in the East Maui Water Authority Board

Goal 3. Develop and manage a Water Assets Inventory (WAI).

#	Implementation Action(s)
3. a.	(Former 3.b.) Integrate Cultural Water Assets Inventory into DHHL decision-making

Goal 4. Support watershed protection and restoration on DHHL lands and source areas for DHHL water.

#	Implementation Action(s)
4. a.	Implementation of any conditions placed on a granted WUPA for the Kauluwai 1&2 wells by CWRM

5. Other WPP Goals: Implementation of additional WPP goals based on the availability of resources

#	Implementation Action(s)
5. a.	<i>Staff and organize the DHHL consistent with importance of water to the trust. i. Train and update them on issues addressed DHHL water team and positions taken on those issues.</i>
5. b.	Water Source Development: Planning, environmental compliance and related matters for water source development in homestead communities statewide
5. c.	Appropriate due diligence on the acquisition of the Moloka`i Irrigation System
5. d.	Begin required review of water policy plan under HAR 10-4-54 (b)(2) and associated beneficiary consultation

Additional Significant WPP Related activities not covered by a particular IP goal or not identified in the FY 2025 WPP IP

- Continued coordination of reoccurring monthly meetings with the Kaua`i Department of Water for coordination on water projects
- Continued efforts to secure ground and surface water reservations across Hawai`i, including groundwater reservations by rule on Molokai and Maui, for East Maui and Moloa`a Kaua`i in conjunction with proposed water leases, and in association with instream flow standards in Waimea Hawai`i Island
- Continued coordination for the implementation of the water meter and credits procedure with on Maui
- Coordination and support for preparation of the Honokōwai well WUPA
- Participation in the Governor's Water Committee
- Implementation of the Water - Wai Ola priority project

Additional Information

In addition to the information presented above and in the main HHC submittal, regional updates on Water Issues and Projects have been provided during the year to the HHC.

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

Exhibit B. Proposed FY 2026 WPP-IP.

As we look ahead to the new fiscal year, water advocacy, planning, reservations, and source development remains a major focus. Water advocacy will be advanced through support for review of water use permits, implementation of the Charter amendment for the `Aha Wai o Maui Hikina (East Maui Water Authority Board), continued work related to the Waimea Watershed Agreement on Kaua`i, and regular beneficiary training across the pae `āina. Water planning will incorporate due diligence on potential acquisition of the Moloka`i Irrigation System and the Water Systems Rate Study. Furthermore, DHHL will persist in the defense of its existing reservations and seek to obtain new reservations. Additional work will focus on continued efforts at water source development, including in West Hawai`i and Honokōwai, Maui.

In addition, in FY 2026 we will hold workshops for the WPP. As a Tier 2 programmatic plan, the WPP is supposed to be reviewed every eight years and updated at the discretion of the department if an update is warranted." (HAR 10-4-54 (b)(2)). An internal review by DHHL staff and a consultant concluded that no critical updates are currently needed for the WPP. However, as demonstrated by the success in Kona's water source development, continued beneficiary support is crucial for future achievements. Therefore, we aim to hold WPP and water rights workshops in communities where beneficiary advocacy is anticipated to yield the most significant impact on water project outcomes.

The overall WPP IP for 2026 appears as Exhibit B; three items seek allocations. The previous actions above will be covered by these proposed expenditures. The proposed WPP-IP FY2026 budget is \$575,000. The investments proposed for HHC funding are expected to continue the policy outcomes that have resulted from the passage and implantation of the WPP.

The following describes general areas of expenditures under subparts of WPP-IP FY 2026 goals.

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

Goal 1.b.	\$175,000 Continue to train beneficiaries regarding DHHL water rights, including through in person and remote learning and networking among beneficiary communities.
Goal 5.b.	\$200,000 Water Systems Rate Study
All Goals	\$200,000 WPP IP implementation, water initiatives and advocacy
Total:	\$575,000

Estimates of staff and consultant time are included below. Except where noted, the target date for completion is June 30, 2026. The Planning Office ("PO") is the lead Department of Hawaiian Home Lands ("DHHL") division for the WPP-IP. Resources for certain implementation actions are not specified when they are conducted by other divisions or included in other portions of the PO budget.

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

Goal 1. Affirmatively communicate with beneficiaries regarding water decisions, performance, and water rights on a regional and annual basis.

#	Implementation Action(s)	Cost / resource estimate	Estimated expenses
1. a.	Annually and regionally present on DHHL water projects and issues in conjunction with HHC meetings.	Staff time: 80 hr. Consultant time: 80 hr.	\$200,000 in consultant contract for all WPP IP Goals
1. b.	In collaboration with the Ka Huli Ao Center for Excellence in Native Hawaiian Law at the William S Richardson School of Law, continued work on statewide beneficiary training on how to prepare for, apply for, and assume leadership positions in county and state commissions with water kuleana	Staff time: 100 hr. Consultant time: 300 hr.	\$175,000 in intergovernmental agreements
	Subtotal	Staff: 180 hr. Consultant: 380 hr.	\$375 ,000

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

Goal 2. Aggressively, proactively, consistently and comprehensively advocate for the kuleana of the beneficiaries, the DHHL, and the HHC to water before all relevant agencies and entities.

#	Implementation Action(s)	Cost / resource estimate	Estimated expenses
2. a.	Continue advocating for funds due to the NHRF.	Staff time: 100 hr. Consultant time: 200 hr.	See item 1.a.
2. b.	Secure water reservations pursuant to Hawai'i Revised Statutes, Chapter 174C & Section 171-58 i. Seek additional water reservations for surface and ground water across the islands as appropriate. ii. Continue pursuit of implementation of reservations. ii. Assert reservation needs in conjunction with water licensing under HRS 171-58	Staff time: 200 hr. Consultant time: 400 hr.	See item 1.a.
2. c.	Continue efforts to ensure regulatory compliance i. Continue regular comments on BLNR, CWRM actions, and other agency actions that could affect DHHL water rights; ii. Continue to coordinate with OHA staff on identification and tracking of water issues; ii. Develop a method for utilizing WAI information in comment letters;	Staff time: 100 hr. Consultant time: 100 hr.	See item 1.a.

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

#	Implementation Action(s)	Cost / resource estimate	Estimated expenses
2. d.	Water Planning i. Participate in and comment on all updates to the Hawai'i Water Plan and County Plans that will affect DHHL and beneficiary water kuleana ii. Coordinate DHHL agricultural water systems development planning with State and county community plans. ii. Coordinate with DHHL staff working on subsistence agricultural plans.	Staff time: 35 hr. Consultant time: 60 hr.	See item 1.a.
2. e.	Comment on water rights-related legislative and other agency rulemaking actions as necessary and directed.	Staff time: 20 hr. Consultant time: 40 hr.	See item 1.a.
2. f.	Work with authorized outside counsel as applicable to assert DHHL water rights through legal mechanisms; Use of expert witnesses if attempts to mediate ongoing disputes are unsuccessful in administrative proceedings	Staff time: 30 hr. Consultant time: 225 hr.	Within PO budget and consultant contracts
2. g.	Continue to support and participate in the 'Aha Wai o Maui Hikina (East Maui Water Authority Board) and its goals.	Staff time: 30 Consultant time: 70.	Within PO budget and consultant contracts
	Subtotal	Staff: 515 hr. Consultants: 1,095 hr.	

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

Goal 3. Develop and manage a Water Assets Inventory (WAI).

#	Implementation Action(s)	Cost / resource estimate	Estimated expenses
3. a.	(Former 3.b.) Integrate Cultural Water Assets Inventory into DHHL decision-making	Goal 3.c. Staff time: 40 hr. Goal 3.c. Consultant time: 40 hr.	Within PO budget and consultant contracts
	Subtotal	Staff: 40 Consultant: 40	Obligated funds

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

Goal 4. Support watershed protection and restoration on DHHL lands and source areas for DHHL water.

#	Implementation Action(s)	Cost / resource estimate	Estimated expenses
4. a.	Implementation of any conditions placed on a granted WUPA for the Kauluwai 1&2 wells by CWRM	TBD	TBD, to be covered by existing resources or grant funds

PROPOSED WPP IMPLEMENTATION PROGRAM AND BUDGET FOR FY 2026

5. Other WPP Goals: Implementation of additional WPP goals based on the availability of resources

#	Implementation Action(s)	Cost / resource estimate	Estimated Expenses
5. a.	Staff and organize the DHHL consistent with importance of water to the trust. i. Train and update them on issues addressed DHHL water team and positions taken on those issues.	5.a. Staff time: 20 hr. 5.a. Consultant time: 40 hr.	Within PO budget
5. b.	Water Systems Rate Study	5.b. Staff time: 160 hr. 5.b. Consultant time: 160 hr. (not including third parties)	\$200,000
5. c.	Workshops for the water policy plan and water rights to critical beneficiary communities	5.c. Staff time: 70 hr. 5.c. Consultant time: 70 hr.	Within PO Operational Budget for Travel
5. d.	Appropriate due diligence on the acquisition of the Moloka'i Irrigation System	TBD	TBD
	Subtotal	Staff: 250+ Consultant: 270+	\$200,000

HAWAIIAN HOMES COMMISSION WATER POLICY PLAN

July 22, 2014

Vision

Our vision is that there will be adequate amounts of [water](#) and supporting infrastructure so that homestead lands will always be usable and accessible, to enable us to return to our lands to fully support our self-sufficiency and self-determination in the administration of the Hawaiian Homes Commission Act (HHCA), and the preservation of our values, traditions, and culture.

Mission

In a manner consistent with our [values](#), the Hawaiian Homes Commission (HHC) and Department of Hawaiian Home Lands (DHHL) shall strive to ensure the availability of adequate, quality [water](#) by working cooperatively to:

- Understand our trust [water](#) assets;
- Plan for our [water](#) needs;
- Aggressively understand, exercise and assert our [kuleana](#) as stewards of [water](#);
- Develop and protect [water](#) sources; and
- Manage [water](#) systems.

Values

1. **Waiwai:** [Mōhala i ka wai ka maka o ka pua](#). *Unfolded by the water are the faces of the flowers.* The availability of [water](#) to our lands and people is integral to the trust and our mission.
2. **Waihona:** [Ua lehulehu a manomano ka `ikenā a ka Hawai`i](#). *Great and numerous is the knowledge of the Hawaiians.* Honoring and documenting our knowledge about [water](#) is essential to managing it.
3. **Mālama:** [He ali`i ka `āina; he kauwā ke kanaka](#). *The land is a chief; man is its servant.* We consider [water](#) to be part of our genealogy and so we manage it in a manner that cares for its long-term sustainability for all things, as we also use it productively for our mission.
4. **Laulima:** [E lauhoe mai nā wa'a; i ke kā, i ka hoe; i ka hoe, i ke kā; pae aku i ka 'āina](#). *Everybody paddle the canoes together; bail and paddle, paddle and bail, and the shore is reached.* We are one people who now share Hawai`i with others. DHHL is only one of many Hawaiian serving institutions. We will assert our rights while considering our larger lāhui `ōiwi and the larger world in which we live.

Policies

The HHC and the DHHL are seeking to be proactive in our management of water. Our Priority Policies are to:

1. Expressly determine and plan for future [water](#) needs and actively participate in broader [water](#) management, use and protection efforts in Hawai'i in order to secure [water](#).
2. Aggressively exercise, reclaim, and protect Hawaiian home land [water kuleana](#).
3. Develop, manage, and steward [water](#) in a manner that balances cost, [efficiency measures](#), and [Public Trust](#) uses in the short and long term.
4. Affirmatively communicate our decisions, our reasoning, and our performance in managing, stewarding, and using [water](#) before and after making major [water](#) decisions.

Additionally, the HHC and the DHHL should consider in their work the following statements:

5. Educate beneficiaries, the DHHL, HHC, and other stakeholders continually on our [water kuleana](#).
6. Foster self-sufficiency of beneficiaries by promoting the adequate supply of [water](#) for homesteading when developing or managing [water](#).
7. Foster the self-determination of beneficiaries by seeking ways for beneficiaries to participate in the management of [water](#) by delegating authority related to [water](#) subject to the discretion of the HHC as described in the [HHCA](#).
8. Make [water](#) decisions that incorporate traditional and place-based knowledge of our people and are clear and methodical in their reasoning.
9. Make efforts to understand, maintain, and improve the quality of [water](#) as it moves into and through our lands and is used by beneficiaries.
10. Affirmatively consider the development and use of [alternative sources](#) of [water](#) and [efficiency measures](#) in [water](#) decision-making.
11. Ensure that [water](#) decisions are consistent with other Departmental [policies](#), programs, and plans including but not limited to the [Energy Policy](#) and Agricultural Program.
12. Explicitly consider [water](#) availability and the costs to provide adequate [water](#) when developing new homestead areas, designating land uses, issuing land dispositions, or exchanging properties.

Goals

To make progress on achieving our Mission and complying with our Policies, the Priority Goals of the HHC and the DHHL are to:

1. Affirmatively communicate with beneficiaries regarding [water](#) decisions, performance, and [water](#) rights on a regional and annual basis.
2. Aggressively, proactively, consistently and comprehensively advocate for the [kuleana](#) of the beneficiaries, the DHHL, and the HHC to [water](#) before all relevant agencies and entities.
3. Develop and manage a [Water Assets Inventory \(WAI\)](#).
4. Support watershed protection and restoration on DHHL lands and source areas for DHHL [water](#).

Additional goals that DHHL and the HHC shall seek to achieve, based on the availability of resources, organized by Mission activities, are:

Part I. Understand our trust water assets

1. Revise the DHHL submittal template to the HHC for [water](#) related decisions.
2. Revise budgets to show the total costs of a) [water](#) system management b) all spending on [water](#) issues.
3. Staff and organize the DHHL consistent with importance of [water](#) to the trust.

Part II. Plan for our water needs

4. Determine current and foreseeable future needs based upon periodic reviews of [water](#) availability projections that incorporate climate change, projected beneficiary demand, [alternative sources](#) and [efficiency measures](#).
5. Design homesteads and manage lands to create and enhance [water](#) availability, optimizing costs, use of [alternative sources](#) and [efficiency measures](#).

Part III. Aggressively understand, exercise and assert our water rights

6. Secure adequate and enforceable reservations of [water](#) for current and foreseeable future needs for all of its lands across the islands.
7. Partner with trust beneficiaries in [water](#) advocacy efforts.
8. Engage in updates to all [Hawai'i Water Plan](#) elements to ensure DHHL [water](#) needs and rights are addressed.
9. Advocate that all [Water Use Permit Applications](#) properly address the [water](#) rights of DHHL and other Hawaiian [water](#) rights.
10. Advocate that County Boards of Water Supply and other County agencies that affect [water](#) have the spirit of the [HHCA](#) faithfully carried out to protect DHHL

water uses as a [Public Trust](#) use of [water](#) and manage rates so they are affordable by beneficiaries.

11. Ensure that all legal provisions for the licensing of state [water](#) are followed.

Part IV. Develop and protect water sources

12. Carefully weigh alternatives regarding the dedication or DHHL management of new [water](#) systems.
13. Methodically and consistently manage and allocate water credits.
14. Support the drilling of wells by beneficiaries for their own use on lots where appropriate.
15. Partner with Department of Health and others on [water](#) quality education and outreach.
16. Continue to pursue development of agricultural [water](#) systems.

Part V. Manage water systems

17. Secure revenue and reduce operation costs so DHHL [water](#) systems break even financially over the long term.
18. Increase security and reliability for DHHL [water](#) users.
19. Pursue resolution by the Department of Agriculture of prior audit findings in the management of the Moloka'i Irrigation System and full repair of the System

Delegation of Authorities, Reporting, and Consultation

1. Delegation
 - a. The HHC delegates authority to the Chairperson to prepare an Implementation Program for this Water Policy Plan, which shall be subject to the approval by HHC. The Program shall identify tasks to implement each goal, and shall specify tasks that apply statewide as well as tasks that apply to different islands or regions under each goal.
2. Reporting
 - a. The Chairperson shall submit the proposed Implementation Program to the HHC annually in conjunction with the Department's budget request.
 - b. The Chairperson shall annually report on progress on execution of the approved Implementation Program and overall progress towards achieving the goals of and maintaining compliance with the Water Policy Plan.
3. Consultation
 - a. The Chairperson shall consult with the HHC on any major water issues not contained in the Implementation Program.

Legal Authorities

1. [Hawai'i State Constitution](#)
2. [Hawaiian Homes Commission Act of 1921, as amended](#)
3. [Hawai'i State Water Code, HRS 174C](#)
4. [In the Matter of Water Use Permit Applications \(Waiāhole I case\)](#)
5. [Wai'ola o Moloka'i](#)
6. [Kauai Springs, Inc. v. Planning Commission of the County of Kauai](#)

Related Plans and Policies

1. [DHHL General Plan](#)
2. [DHHL Energy Policy](#)
3. [Hawaiian Homes Commission Beneficiary Consultation Policy](#)

References

1. 1983. Pūku'i, Mary Kawena. **'Ōlelo No'eau: Hawaiian Proverbs & Poetical Sayings**. Honolulu: Bernice Pauahi Bishop Museum.
2. **Aia i hea ka wai a Kāne?** (Traditional chant, "Where is the water of Kāne?")

Definitions

Alternative sources: Alternative sources include but are not limited to the water developed through reuse and recycling technologies and best practices, capture of flood waters, desalinated waters, and other sources as may be appropriate for proposed uses.

Hawai'i Water Plan: The Hawai'i Water Plan and its parts, as detailed in Part III of the Hawai'i State Water Code (HRS 174C), is the state's "program of comprehensive water resources planning to address the problems of supply and conservation of water" (HRS 174C-2(b)).

Efficiency Measures: Efficiency measures include optimal design and development, alternative energy utilization, changing in behavioral practices and technologies that support onsite distributed wastewater systems.

Kuleana: Kuleana encompasses both rights and responsibilities. DHHL's water kuleana includes its responsibilities under its mission and the legal rights to water enshrined in the HHCA and state Constitutional and statutory provisions. Kuleana exists within the genealogical and spiritual relationship between water and the lāhui `ōiwi.

Public Trust: As delineated in the Hawai'i Supreme Court [Waiāhole I](#) and [Wai`ola O Moloka`i](#) cases, public trust uses of water include domestic uses, traditional and customary Hawaiian rights, the protection and procreation of fish and wildlife, the maintenance of proper ecological balance and scenic beauty, and reservations of water for the DHHL.

Water: In this policy, water includes mists, fog, rain, and other precipitation; water as it flows above or below ground, and into the ocean; water used for homesteading; alternative sources including waste, brackish, and salt water; water used in the exercise of traditional and customary practices; infrastructure used to produce, store and transmit water; and water we use as well as water to which we have rights.

Water Assets Inventory (WAI): A comprehensive geographically referenced database of the water assets of the DHHL, including traditional knowledge related to water, DHHL owned water infrastructure, current and future water demand, water agreements, water credits, and potential water sources.

Approval Date

Policy approved by the Hawaiian Homes Commission on July 22, 2014.

State of Hawai'i
Department of Hawaiian Home Lands

June 16-17, 2025

TO: Chair Watson and Commissioners, Hawaiian Homes Commission
FROM: Katie Lambert, Deputy to the Chair *KL*
SUBJECT: Approval of Fiscal Year 2026 Department of Hawaiian Home Lands Budget

RECOMMENDED MOTION/ACTION

1. Approval of the Fiscal Year 2026 Department of Hawaiian Home Lands Budget and authorize the Chair to shift funding of expenditures between cost elements and funds as warranted but not to exceed the total budget and any shift in funding between cost elements by the chair shall not exceed \$500,000.
2. Approval of Fiscal Year 2026 Development budget and allow for amounts not encumbered in FY 2025 to be encumbered in FY 2026. For the Development budget items, allow the Chair's authority to shift funding between cost elements not to exceed \$1,000,000.

DISCUSSION

The Executive branch budget, HB 300 CD1, which appropriates funds for fiscal biennium 2025-2027 (FY26 and FY27), provided the following positions and funds to the Department:

HB 300 CD1 Appropriations

		FY26		FY27	
Program	MOF	Pos.	Funds	Pos.	Funds
Planning & Development for Hawaiian Homesteads					
HHL602	A	0.00	\$ 10,000,000	0.00	\$ 10,000,000
	B	0.00	\$ 101,866,373	0.00	\$ 4,824,709
	N	12.00*	\$ 24,126,731	12.00*	\$ 24,126,731
	T	0.00	\$ 3,740,534	0.00	\$ 3,740,534
	W	0.00	\$ 7,000,000	0.00	\$ 7,000,000
	P	3.00**	\$ 393,600	3.00**	\$ 442,800
	C	0.00	\$ 20,000,000	0.00	\$ -----
Administration & Operating Support					
HHL625	A	200.00	\$ 18,032,234	200.00	\$ 18,032,234
Total by Means of Financing (MOF)	A	200.00	\$ 28,032,234	200.00	\$ 28,032,234
	B	0.00	\$ 101,866,373	0.00	\$ 4,824,709
	N	12.00*	\$ 24,126,731	12.00*	\$ 24,126,731
	T	0.00	\$ 3,740,534	0.00	\$ 3,740,534
	W	0.00	\$ 7,000,000	0.00	\$ 7,000,000
	P	3.00**	\$ 393,600	3.00**	\$ 442,800
	C	0.00	\$ 20,000,000	0.00	\$ -----

*NAHASDA Positions: 4.00 permanent full-time equivalent (FTE) and 8.00 temporary FTE

**Broadband Positions: 3.00 temporary FTE

Purpose 4: Administrative and Operating Costs

In the 2025 Legislative Session, the Legislature supported the Department's request to restore funding for nineteen (19) general funded FTE positions in FY26 as well as FY 27. Thus, DHHL will have all 200.00 general funded FTE positions available beginning in FY26. HB 300 CD1 provides \$18,032,234 in general funds, of which \$13,178,664 will go toward "Personal Services." For general funded positions, fringe benefit costs are absorbed separately in the Department of Budget and Finance appropriation, consistent with all other State general funded employees.

\$4,853,570 is for "Other Current Expenses" in FY 2026.

Purpose 3: Rehabilitation Projects

During the 2025 Legislative Session, the State Legislature also appropriated \$10 million in general funds, which has been a recurring amount since 2022 that was meant for “services to existing homestead communities,” and apparently intended by the Legislature to be primarily used as a source for grant opportunities and other direct services to existing homestead communities in the interests of helping homestead communities move toward independent economic independence and self-sufficiency.

Pursuant to Chapter 6.1 of Title 10 Hawaii Administrative Rules, DHHL prepares the Native Hawaiian Development Program Plan (NHDPP) every two years for HHC review and approval. The goal of the NHDPP is “to increase the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities.” This is accomplished through the NHDPP by “improving the general welfare and conditions of native Hawaiians through educational, economic, political, social, cultural, and other programs.” Thus, this \$10 million allocation is proposed to fund the NHDPP for community development in existing homesteads. Previously, DHHL funded this initiative using Trust resources.

Additional Homestead Support Budget

	Purpose	Allocation
Planning	Native Hawaiian Development Program Plan (NHDPP)	\$ 10,000,000*

* This amount is subject to applicable hard and contingency restrictions as set forth by the State’s Budget Execution Policies and Instructions.

In FY26, DHHL plans to implement the following components in the NHDPP:

- a) Administer and provide technical assistance to grantees.
- b) Provide new DHHL grants to support homesteads, communities, and Native Hawaiian associations.
- c) Conduct beneficiary consultations and outreach on the NHDPP, to ensure that implementation remains aligned with homestead community needs.

Attachment “A” provides the means of financing (MOF) recommended to fund the Administrative and Operating Budget for fiscal year 2026.

Purpose 2: Loans

Pursuant to Act 11, SLH 1995 (Special Session), all special and revolving funds are subject to the State allotment (or allocation) process. For the DHHL's loan program, this affects the financing provided by the Hawaiian Home Loan Fund and the Hawaiian Home General Loan Fund. This budget will serve as a basis to allot funds necessary for equity payments of cancelled or surrendered homestead lease improvements, new loan financing and insurance advances, property tax advances, and contingency reserve for loan guarantee and insurance programs.

Fiscal year 2026 Loan Program Budget, as shown below, sets forth the planned expenditures by cost elements as follows:

FY26 Loan Program Budget

Type of Transaction		(S-302-I) HH Loan Fund	(S-323-I) HH General Loan Fund	(T-917-I) HH Trust Fund	(T-902-I) HHL Trust Fund	NAHASDA
A. Section 209 HHC Transaction	3,000,000	2,000,000	1,000,000	0	0	
B. Direct Loan Financing	12,000,000		5,000,000	0	0	7,000,000
C. Real Property Taxes	100,000		100,000	0	0	
D. Contingency-Guaranteed/Insured Loan Portfolio	2,400,000		2,400,000	0	0	
E. Loans Receivable/Interest Receivable Write-offs/Write downs	1,200,000		0	1,200,000	0	
F. Loan Adjustment	2,000,000		2,000,000			
Total Loans	20,700,000	2,000,000	10,500,000	1,200,000	0	7,000,000

Explanation of Cost Elements:

Section 209, HHCA Transactions - Equity payments of cancelled or surrendered homestead lease improvements. Includes the appraised value of the improvement less any indebtedness to the department and taxes owed by the previous lessee. The payments are advanced from the loan funds and repaid by the subsequent purchaser of the improvements.

Direct Loan Financing and Advances - Includes loan refinancing, replacement home loans, repair loans, new home construction, farm loans and loan insurance advances. Beginning with Act 88, Session Laws of Hawai'i 2021, the Legislature established by budget proviso a separate

revolving loan fund for the NAHASDA direct loans. For FY26, the Legislature continues to authorize \$7M annually for NAHASDA (federal fund) direct loans.

Real Property Tax Advances - Pursuant to section 208(7) of the HHCA, the department may advance payments on behalf of lessees to address real property tax delinquencies and have a lien placed as provided by section 216 of the Act.

Contingency - Guaranteed/Insured Loan Portfolio - A reserve set aside to address loans to lessees where the department guarantees or insures repayment to lenders in the event of loan default.

Loans Receivable/Interest Receivable Write-downs/Write-offs – of asset accounts due to decline in value of assets.

Loan Adjustment – Reimburse the HH Trust Fund for FHA 247 Insured Loan Reserve Account transactions that were deposited in the HH General Loan Fund.

Purpose 1: Lot Development

Attachment “B” provides the means of financing for the projects recommended to fund the Lot Development Budget for fiscal year 2026.

The Development Budget responds to issues and priorities expressed by the Commission. In addition, the following principles guided the preparation of the list of projects:

- The department’s commitment to providing improvements for the Undivided Interest Lots that have been awarded, and to completing other projects that have been initiated;
- The development of new homesteads for award, with particular emphasis on providing improved residential lots;
- The need to repair, maintenance and upgrade of aging infrastructure on Hawaiian home lands; and
- The need to initiate the planning and design of new homestead projects to provide an inventory for future development.
- Design and construction of projects that are awarded USDA Rural Development loan/grant funds. These projects leverage federal funding resources to reduce the amount of funds needed from the Trust Fund for projects.

The primary sources of financing are from general obligation (GO) bond financing from the State Legislature, the Hawaiian Home Operating Fund (HHOF), the Hawaiian Home Lands Trust

Fund (HHLTF), the Native American Housing and Self-Determination Act (NAHASDA), a U.S. Housing and Urban Development program and the United States Department of Agriculture Rural Development program (USDA-RD).

Pursuant to HB 300 CD1 (see Attachment B: CIP Supplemental Appropriations FY 2026), the State Legislature appropriated \$20.0 million in GO bonds to finance a portion of DHHL's Development Budget.

The Commission's approval of above recommended motion is respectfully requested.

Department of Hawaiian Home Lands														
FY 2026 Executive Budget														
		Administration and Operating Costs												
Object Code	Description	General Fund HHL 625 G-003	General Fund HHL 602 G-001	Administration Account S-325	Operating Fund		Operating Fund		Native Hawaiian Rehabilitation Fund T-924	Revenue Bond Special Fund S-350	Hawaiian Home Lands Trust Fund T-902	NAHASDA S-213	TOTAL BUDGET	
					Op Por App T-905	Dev Por	Op Por Non- App T-915	Dev Por						
2000	Personnel Costs w/CB	13,178,664										1,618,940	14,797,604	
2900	Other Personal Services	7,000		49,000			825,000						881,000	
3010	Operating Supplies - Gas & Oil Supplies	93,600			10,000		25,000						128,600	
3020	Operating Supplies - Fuel & Oil Other	2,958			4,500		30,000						37,458	
3030	Operating Supplies - Janitorial	19,480			6,048		500						26,028	
3040	Operating Supplies- Medical												0	
3090	Operating Supplies - Others	18,380		3000	7,434		10,000						38,814	
3100	Maintenance Materials Supplies & Parts	7,600					100,000						107,600	
3200	Office Supplies	135,750					800						136,550	
3400	Other Supplies	19,366					1,500						20,866	
3500	Dues and Subscriptions	14,812		7,000			1,000						22,812	
3600	Freight and Delivery Charges	2,612			600		4,000						7,212	
3700	Postage	138,800			550		4,000						143,350	
3800	Telephone	50,000		200000	600								250,600	
3811	IT Telecon Cost	24,031		150000									174,031	
3900	Printing and Binding	79,200											79,200	
4000	Advertising	79,750			500								80,250	
4100	Car Mileage	9,800		8,200									18,000	
4200	Transportation, Intrastate	286,700		80,000			7,000						373,700	
4300	Subsistence Allowance, Intra-State	92,470		109,500			4,000						205,970	
4400	Transportation, Out of State	74,750		23,500									98,250	
4500	Subsistence Allowance, Out of State	55,000		29,000									84,000	
4600	Hire of Passenger Cars	29,000		45,800			3,000						77,800	
4700	Motor Pool Cars	30,960											30,960	
5000	Electricity	167,500		700,000	78,100		558,100						1,503,700	
5100	Gas	500											500	
5200	Water	89,700		181,000	24800								295,500	
5210	Water - Subdivisions			100,000									100,000	
5300	Sewer												0	
5400	Other Utilities												0	
5500	Rental of Land and Bldg.												0	
5600	Rental of Equipment	93,650		26500	500		1,000						121,650	
5700	Other Rentals	1,764,300											1,764,300	
5810	Repairs- Data Processing	14,000											14,000	
5815	Maintenance - Data Processing	278,045			2,127		323,178						603,350	
5820	Repairs- Equipment, Building, etc.	200,910			12,500		15,000						228,410	
5825	Maintenance- Equipment, Building, etc.	410,064		245000	550		23,972						679,586	
5830	Repairs- Motor Vehicles	49,000		33000	3,000		10,000						95,000	
5835	Maintenance- Motor Vehicles	29,250		750	5,000		5,000						40,000	

Department of Hawaiian Home Lands													
FY 2026 Executive Budget													
		Administration and Operating Costs											
Object Code	Description	General Fund HHL 625 G-003	General Fund HHL 602 G-001	Administration Account S-325	Operating Fund		Operating Fund		Native Hawaiian Rehabilitation Fund T-924	Revenue Bond Special Fund S-350	Hawaiian Home Lands Trust Fund T-902	NAHASDA S-213	TOTAL BUDGET
					Op Por App T-905	Dev Por	Op Por Non- App T-915	Dev Por					
5840	Maintenance-Unencumbered Lands			514,400	120,225		275,000						909,625
5855	Maintenance-Subdivisions						650,000						650,000
5891	Repairs IT Misc.	18,240											18,240
5895	Maintenance-Other Miscellaneous	2,000					155,000						157,000
5900	Insurance	29,000											29,000
6120	Interest Payment--RGOB												0
6500	Grant-in-Aid												0
6500	Other Grants in Aid												0
7110	Fee for Service	163,366	9,000,000	1,654,630	3,432,000		9,936,500						24,186,496
7110	System Modernization Initiative										1,145,000		1,145,000
7230	Training Costs	119,500		30,000	2,000		17,000						168,500
7290	Other Current Expenditures	51,500			2,000		2,700					22,901,391	22,957,591
7700	Machinery and Equipment	5,000		11,000	27,500		50,000						93,500
7700	Motor Vehicle/Dump Truck			450,000									450,000
7700	Furniture			25,000									25,000
7700	DP Purchases	96,026		133,429									229,455
7700	Sound System			15,000									15,000
7710	Resource Development Initiative												0
7900	Construction in Progress												0
8020	Principal Payment--RGOB												0
6120/8020	Debt Service: Revenue Bond									3,200,000			3,200,000
8200	Loans Receivable												0
Total - Current Expenditure & Equipment		4,853,570	9,000,000	4,824,709	3,740,534	0	13,038,250	0	0	3,200,000	1,145,000	22,901,391	62,703,454
Total Personal Services and Current Expenditures		18,032,234	9,000,000	4,824,709	3,740,534	0	13,038,250	0	0	3,200,000	1,145,000	24,520,331	77,501,058
	A--Personnel Cost	13,178,664	0	0	0	0	0	0	0	0		1,618,940	14,797,604
	B --Current Expenditure	4,848,570	9,000,000	4,363,709	3,713,034	0	12,988,250	0	0	3,200,000	1,145,000	22,901,391	62,159,954
	C --Equipment	5,000	0	11,000	27,500	0	50,000	0	0	0		0	93,500
	M--Motor Vehicle	0	0	450,000	0	0	0	0	0	0		0	450,000
	Total	18,032,234	9,000,000	4,824,709	3,740,534	0	13,038,250	0	0	3,200,000	1,145,000	24,520,331	77,501,058

Project / Description	New Lots	FY 25 Carryover (000's)				FY 26 New Funds (000's)				FY 26 Budget Request (000's)			
		HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total

PART A: Lot Development Projects (Addressing the homestead waiting list)

OAHU

East Kapolei II-B Na Kupa'a Loan Payoff		2,300			2,300					2,300	-	-	2,300
East Kapolei II-A TOD and Telecom				1,000	1,000					-	-	1,000	1,000
East Kapolei II Backbone Infrastructure		25			25					25	-	-	25
CM for East Kapolei IIC				446						-	-	446	446
East Kapolei IIE										-	-	-	-
East Kapolei IID										-	-	-	-
East Kapolei IIF Kauluokhai Rdway Utility Infrastructure	700			140,813						-	-	140,813	140,813
Kaupea, Phase 2 (Includes Acquisition)				21,941	21,941					-	-	21,941	21,941
Mali Development										-	-	-	-
Ewa Beach (former NOAA site)	600									-	-	-	-
Waimanalo Residential & Agricultural Lots	119	1,750			1,750					1,750	-	-	1,750
Land Acquisition, Oahu				24,241	24,241					-	-	24,241	24,241
Maunaloa Land Acquisition + Multi-family units	80			2,500						-	-	2,500	2,500

MAUI

Keokea-Waiohuli, Phase 2B	61									-	-	-	-
Keokea-Waiohuli, Phase 3	76	500			500					500	-	-	500
Maui Development Fees (water, sewer, etc)		250			250					250	-	-	250
Lei Ali'i Phase 1B	75	500		68,000	68,500					500	-	68,000	68,500
Leialii 1B - Off-site Water				15,000						-	-	15,000	15,000
Lei Ali'i Highway and Access Improvements										-	-	-	-
Honokowai Subs Ag Ph 1	50			1,470						-	-	1,470	1,470
Pulehunui Development										-	-	-	-
Pu'unani Development (\$4 million = AHC)	161	4,000			4,000					4,000	-	-	4,000
Kahikinui Roadways		1,500			1,500					1,500	-	-	1,500
Pu'u'hona Acquisition + Water Dev.				5,509						-	-	5,509	5,509
Pu'unani Res. Subdivision	161			17,172						-	-	17,172	17,172
Pu'unani Res. Subdivision				753						-	-	753	753
Pu'unani Res. Subdivision				348						-	-	348	348
Wailuku - Res. Subdivision	207			45,039						-	-	45,039	45,039
Waiehu Mauka Acquis. & Dev.										-	-	-	-
Kamalani Land Acquis.				10,500						-	-	10,500	10,500
Kamalani Res. Subdiv.	400			35,123						-	-	35,123	35,123
Kamalani Civil & Traffic Engineering				154						-	-	154	154
Kamalani Phase 2&3 Aerial Topography				43						-	-	43	43
Kamalani ALTA Survey				26						-	-	26	26
Kamalani 2&3 Prof Surveying & Engineering Svcs				2,191						-	-	2,191	2,191

LANAI

Lanai Residence Lots, Offsite Infrastructure	75			2,000	2,000					-	-	2,000	2,000
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MOLOKAI

Kalamaula Ag Lots (Acceleration)	45									-	-	-	-
Hoolehua Agricultural Lots- Naiwa Ag Subd	66			6,000						-	-	6,000	6,000
Naiwa Ag Subdivision - CM services				2,147						-	-	2,147	2,147
Hoolehua-Pala'au Scattered	12			3,500	3,500					-	-	3,500	3,500

BIG ISLAND

HCC Home Project		325			325	63				388	-	-	388
Honomu Subsistence Ag Lots, Ph 2	40			334						-	-	334	334
Kaumana Subdivision Rehabilitation	168			2,000						-	-	2,000	2,000
Ka'u Water System Improvements, Phs 2		91			91					91	-	-	91
Ka'u Water Filling Station		200			200					200	-	-	200
Ka'u Agricultural Lots (Pu'u'eo)	25	3,000			3,000					3,000	-	-	3,000
Lalamilo Housing Phase 2A, Increment 1		1,000			1,000					1,000	-	-	1,000
Laiopua Village 2										-	-	-	-
Laiopua Village 1	580									-	-	-	-
Laiopua Water (site acquisition)										-	-	-	-
Laiopua 4				39,240	39,240					-	-	39,240	39,240
Panaewa Residential Lots				1,000	1,000					-	-	1,000	1,000
Makuu 2ac lots (pressure test, chloronation)		800			800					800	-	-	800

Project / Description	New Lots	FY 25 Carryover (000's)				FY 26 New Funds (000's)				FY 26 Budget Request (000's)			
		HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total
Honoka'a Land Acquis.	296			8,750						-	-	8,750	8,750
Honoka'a				1,258		2,000				2,000	-	1,258	3,258
Honoka'a Traffic Engineering Svcs				110						-	-	110	110
Honoka'a EIS Infrastructure Mstr pln and cost estimates	40			1,147						-	-	1,147	1,147
Palamanui Mix Use Subdiv.				22,750						-	-	22,750	22,750
Panaewa Residential Lots - Elama Rd				1,000						-	-	1,000	1,000

KAUAI

Hanapepe Residence Lots, Phase 2	82			63,219	63,219					-	-	63,219	63,219
Hanapepe Residence Lots, Ph2 - CM, Site & Infra. Improvements				1,100						-	-	1,100	1,100
Hanapepe Res lots ph 2 SF HSG Project				270						-	-	270	270
Anahola Kuleana	1100	781		5,000	5,781					781	-	5,000	5,781
Wailua Masterplan		1,000			1,000					1,000	-	-	1,000
Lihue Res. Subdiv. (Grove Farm Master plan)				20,685		4,450				4,450	-	20,685	25,135
Grove Farm FITT/EIS 5,000										-	-	-	-

STATEWIDE PROJECTS

Scattered Lots Program (Statewide)		879		1,500	2,379					879	-	1,500	2,379
Acquisition Due Diligence		1,000		1,000	2,000					1,000	-	1,000	2,000
VOKA Payment		60			60					60	-	-	60
Federal Funds Plexos		1,000			1,000					1,000	-	-	1,000
Dispute Resolution		1			1					1	-	-	1
Land/Project Acquisition										-	-	-	-
Project Financing		7,000			7,000					7,000	-	-	7,000
Individual Assistance				2,000	2,000	2,000				2,000	-	2,000	4,000
Contingencies				5,000	5,000					-	-	5,000	5,000
Professional Svcs - RFP Eval & Prod.				1,000						-	-	1,000	1,000
Awards						250				250	-	-	250
PART A SUBTOTAL	5,819	\$ 27,962	\$ -	\$ 584,279	\$ 266,603	\$ 8,763	\$ -	\$ -	\$ -	\$ 36,725	\$ -	\$ 584,279	\$ 621,004

PART B: Repair, Maintenance, and Operating Costs (Promoting thriving, healthy communities)

OAHU

Papakolea Sewer Remediation, Ph 2		3,750	6,800		10,550					3,750	6,800	-	10,550
Papakolea Infrastructure Remediation		1,000			1,000					1,000	-	-	1,000
Nānākuli Sewer Improvements, Ph 2		6,000			6,000					6,000	-	-	6,000
Waianae Sewer Improvements		-			-					-	-	-	-
Waimanalo Flood Control Channel Improvements		-			-					-	-	-	-
Waimānalo Sewer Improvements		18,000			18,000					18,000	-	-	18,000
Princess Kahanu Sewer Improvements					-					-	-	-	-
Kapolei Sewer Repairs					-		7,400			-	7,400	-	7,400
Nanakuli Drainage & Fencing, Ph 2					-					-	-	-	-
Rehabilitation of School Seawall, Nanakuli		191	4,500		4,691					191	4,500	-	4,691
Waianae Sidewalk & Storm Basin Repairs					-					-	-	-	-
Waimanalo Bell Street Drainage Improvements					-					-	-	-	-
Waimanalo Concrete Channel Relining		5,000			5,000					5,000	-	-	5,000
Waimanalo Waioleoa Street & Dirt Drainage					-					-	-	-	-
Waimanalo Sewer Repairs (Kumuhau, Kakaina)					-					-	-	-	-
Nanakuli Laterals Concrete Spall and Fencing		-	6,500		6,500					-	6,500	-	6,500
Waianae & Nanakuli Sidewalks & Storm Basin Repairs		1,212	2,200		3,412					1,212	2,200	-	3,412
Traffic Calming Islandwide		1,200			1,200		1,200			1,200	1,200	-	2,400
										-	-	-	-

MOLOKAI

Kalamaula Drainage					-					-	-	-	-
Kapaakea-One Alii Drainage					-					-	-	-	-
Molokai Water System Improvements							3,000			-	3,000	-	3,000
Molokai Drainage Improvements							1,000			-	1,000	-	1,000
Naiwa							1,500			-	1,500	-	1,500

BIG ISLAND

Honokaia Non-potable Water System		-			-					-	-	-	-
Keaukaha Sewer Improvements Master Plan		-			-		5,900			-	5,900	-	5,900
Maku'u Site Remediation		200			200					200	-	-	200

Maku'u Site Remediation

-	-	-	-					-	-	-	-
-	-	-	-		5,900			-	5,900	-	5,900
200			200					200	-	-	200

Project / Description	New Lots	FY 25 Carryover (000's)				FY 26 New Funds (000's)				FY 26 Budget Request (000's)			
		HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total
K'au Water System		-			-					-	-	-	-
Lalamilo Ph 1, Kawaihae Road Channelization		100			100					100	-	-	100
Lalamilo Ph 1, Infrastructure Improvements		2,420			2,420					2,420	-	-	2,420
La'i 'Ōpua Brush Clearing & Maintenance		800			800					800	-	-	800
Pu'uikapu Non-potable Water System Improvements		-			-					-	-	-	-

KAUAI

Anahola Dam and Reservoir Add'l Improvements

1,500			92					1,500	-	-	1,500
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STATEWIDE PROJECTS

Engineering Services for Various Locations

7,250			7,250					7,250	-	-	7,250
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R/M of Improvements on HHL, Statewide

1,913			1,913	2,000				3,913	-	-	3,913
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R/M of Utilities in Existing Subdivisions

1			1					1	-	-	1
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Environmental Mitigation/Remediation

1			1					1	-	-	1
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Homeless/Trespass Demolition & Cleanup (LMD)

								-	-	-	-
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Landscaping Maintenance (LMD)

								-	-	-	-
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Firebreak / Maintenance (LMD)

								-	-	-	-
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PART B SUBTOTAL

\$ 50,538	\$ 20,000	\$ -	\$ 70,538	\$ 2,000	\$ 20,000	\$ -	\$ 22,000	\$ 52,538	\$ 40,000	\$ -	\$ 92,538
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PART A + PART B

\$ 78,500	\$ 40,000	\$ 584,279	\$ 702,779	\$ 10,763	\$ 20,000	\$ -	\$ 30,763	\$ 89,263	\$ 40,000	\$ 584,279	\$ 713,542
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State of Hawai'i
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16-17, 2025

TO: Chair Watson and Commissioners, Hawaiian Homes Commission
FROM: Katie Lambert, Deputy to the Chair *KLL*
KLL
SUBJECT: Transfer of Hawaiian Home Receipts Fund Balance – End of 4th Quarter, FY25

RECOMMENDED MOTION/ACTION:

Commission approval to transfer the receipts deposited in the Hawaiian Home Receipts Fund as of June 30, 2025, to the Hawaiian Home General Loan Fund.

DISCUSSION:

Section 213 (g) of the Hawaiian Homes Commission Act, 1920, as amended, reads in part as follows:

“(3) Hawaiian home receipts fund. All interest moneys from loans or investments received by the department from any fund except as provided for in each respective fund, shall be deposited into this fund. At the end of each quarter, all moneys in this fund may be transferred to the Hawaiian home operating fund, the Hawaiian home administration account, the Hawaiian home trust fund, and any loan fund in accordance with rules adopted by the department.”

Section 10-3-52(b) of the Title 10, DHHL Administrative rules, provides that:

“If the Commission fails to approve a plan for transfer, all moneys in the Hawaiian home receipts fund shall be transferred at the end of that respective quarter as follows:

- (1) Nine per cent to the operating fund; and,
- (2) Ninety-one per cent to the general loan fund.”

The projected balance in the Hawaiian Home Receipt Fund on June 30, 2025, will be \$2,500,000. Based on the ongoing loan requirements for the fiscal year 2025, it is recommended that cash receipts in the Hawaiian Home Receipt Fund for the quarter ending June 30, 2025, be transferred to the Hawaiian Home General Loan Fund.

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
*Ke Kia'āina o ka Moku'āina 'o
Hawai'i*

SYLVIA J. LUKE
LT. GOVERNOR
STATE OF HAWAII
*Ka Hope Kia'āina o ka Moku'āina
'o Hawai'i*



KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

Ka 'Oihana 'Āina Ho'opulapula Hawai'i

P. O. BOX 1879
HONOLULU, HAWAII 96805

June 16-17, 2025

To: Chairman and Members, Hawaiian Homes Commission

From: Katie Lambert, Deputy to the Chair *kl*
kl

Subject: Transfer of Monies from the Hawaiian Home Administration Account to the
Hawaiian Home Operating Fund

RECOMMENDED MOTION/ ACTION

The Commission approves the transfer of \$15,000,000 in the Hawaiian Home Administration Account to the Hawaiian Home Operating Fund.

DISCUSSION

Section 213 (f) of the Hawaiian Homes Commission Act, 1920, as amended, reads as follows:

"Hawaiian Home Administration Account. The entire receipts derived from any leasing or other disposition of the available lands pursuant to section [204(a)(2)] and transfers from the Hawaiian Home receipts fund shall be deposited into this account. Any interest or other earnings arising out of investments from this fund shall be credited to and deposited into this fund ... "

"(3) Upon legislative approval of a budget, the amount appropriated shall be made available to the department. If no budget is approved the legislature prior to its adjournment, sums accruing to this account shall not be expended for any other purpose but shall remain available for future use. Any amount in this account which is in excess of the amount approved by the legislature or made available for the fiscal period may be transferred to the Hawaiian home operating fund."

Amounts in the Hawaiian Home Administration Account that are in excess of the amount approved by the State Legislature may be transferred to the Hawaiian Home Operating Fund.

The projected cash balance in the Hawaiian Home Administration Account on June 30, 2025, will be \$15,000,000. Based on department expenditures for FY 2025, it is recommended that the balance of the Hawaiian Home Administration Account for the 4th quarter ending June 30, 2025, be transferred to the Hawaiian Home Operating Fund.

Expenditures from the Hawaiian Home Operating Fund include the following:

- Construction, operation, and maintenance of revenue-producing activities (such as the Molokai Water System, Kawaihae, and Anahola Farm Lots Water Systems) that are intended to serve occupants on Hawaiian homelands;
- Purchase of goods and services to be resold, rented, or furnished on a charge basis to occupants of Hawaiian homelands, such as community facilities on Molokai, Maui, and Waimea, and;
- Cost of appraisals, studies, consultant services, or other staff services, including those in section 202(b) of the Hawaiian Homes Commission Act of 1920.

The development portion of the Hawaiian Home Operating Fund requiring the Governor's approval includes the following:

- Improvements and developments serving occupants of Hawaiian homelands;
- Improvements, additions, and repairs to all assets owned or leased by the department, excluding structures or improvements that the department is obligated to acquire under Section 209 of the Hawaiian Homes Commission Act of 1920;
- Engineering, architectural, planning, and consultant services to maintain and develop properties;
- Lease or purchase of real property and equipment; and
- Improvements constructed for beneficiaries not otherwise permitted for use by the loan funds or Administration Account.

Hawaiian Homes Commission
J Agenda Requests to Address the Commission
June 17, 2025

- J-1 Henry Hooke Jr. – Application Concern
- J-2 Homelani Schaedel – Maluohai
- J-3 Al Hee - TeleCommunications
- J-4 Candice Kaawa – Ka’u Right of Entry
- J-5 Kekoa Enomoto – Pa’upena Community Dev Corporation
- J-6 Robin Kealiinohomoku – Various Updates
- J-7 Bo Kahui – La’i‘Ōpua Community Development Corporation
- J-8 Diana L. Kama – Villages of La’i‘Ōpu

From: hhookejr@ymail.com
To: June 17, 2025 J Agenda Confirmation
Cc: Monday, April 14, 2025 5:22:00 PM
Subject: [image002.png](#)
Date:
Attachments:

Aloha Leah,

Mr. Henry Hooke Jr (Applicant) would like to be placed on the June Agenda, His contact information as follows: 808-987-6874 and hhookejr@ymail.com

Henry Hooke, Jr.
1128 Ala Napunani St., #508
Honolulu, Hawaii 96818

March 10, 2025

Hawaiian Homes Commission
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

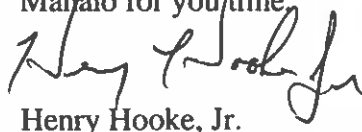
Aloha,

I am writing to you in regards to my application that was submitted and handed to Mr. Andrade at the Kamuela office on Hawaii island between 1991 – 92. I am hopeful that your committee will find a resolution to my issue of my position on the waitlist. I have recently filed a request for a duplicate copy of my original application for a residential and agricultural lot.

It was brought to my attention, when I attended a viewing of a home in Kawaihae, that I had lost 6 to 7 years (on the waitlist) and my application was not accepted until 1998. I reached out several time to your department to see how and what I could do to make this correct. I realize that rules and procedures change through the years, but I feel I shouldn't be penalized. All the questions that I was asked by your representative at the DHHL, I found that Mr. Andrade did not execute properly. The response I received was "nothing we can do". Should I have known all the intricate details, that I believe, would have been DHHL responsibility? Another concern was regarding my mother's placement on the list, there was no record that she existed. She has since past, never awarded anything. I am nearing 73 years old and hoping to acquire a lot, so that my children can benefit. If this goal of mine is not reached before my passing, by YOUR rules, my bloodline gets nothing due to quantum.

Also, please note that during our (myself and wife) meeting with Mr. Andrade, he did state that he was nearing his retirement. He was excited about that, and rightfully so. I guess my app was forgotten and set aside.

Mahalo for you time

 3-11-25
Henry Hooke, Jr.

From: homeschaedel@hawaii.rr.com
To: [Burrows-Nuuanu, Leatrice W](#)
Subject: [EXTERNAL] J Agenda -
Date: Friday, May 30, 2025 7:45:31 AM

J-2

Aloha e Leah,

Please place me on 6-17-25 HHC Meetingthe "J" Agenda.

Me ka mahalo, I hopenapule mai'ka'i

Aunty Home

John (Jackie) Kalua'u
Native Hawaiian General Services (NHGS)
President
72-3970 Hawaii Belt Road
Kailua Kona, Hawaii 96740
Email: Kaluaau@outlook.com

Gary Kaawa
P.O Box 755
Na'alehu, Hi. 96772

5/12/25

Aloha Gary,

Following the request for clarity, transparency, and the proposal submitted by Ms. Candice and her legal counsel, NHGS has conducted a comprehensive review and prepared the attached documents to fulfill this request. We are providing you with a packet that details the requested clarifications and ensures transparency regarding NHGS's operations and objectives. This packet will serve as your official binding contract.

Included in this packet, you will find the following documents:

1. Official response to the proposal submitted by Candice and her legal counsel
2. NHGS Terms and Conditions
3. Water Leak and Liquidated Damages Agreement
4. Application for Right of Entry Road Access
5. Fence Maintenance and Liquidated Damages Agreement
6. List of Board Members
7. Background Check Consent Form

A mandatory meeting is scheduled to take place at Waiohinu Park in Na'alehu on: May 24, 2025, at 10:00am.

The following requirements must be adhered to in order to secure your sublease and comply with the legal obligations set forth in the attached documentation. It is imperative that these actions are completed prior to the scheduled meeting:

1. Please review all documents and consult with legal counsel prior to the meeting. Ensure that all documents are signed and notarized. The submission of all required documents is mandatory.
2. Please retain a copy of the packet for your records. NHGS will not assume responsibility for making or retaining copies of your records.

3. At the meeting, NHGS requires the original signed and notarized documents. Copies of other forms of documentation will not be accepted. The contract will only be honored upon submission of an original signed and notarized document.
4. In the event that you are unable to attend the mandatory meeting, you are required to submit a formal written statement either via email to Kaluaau@outlook.com or via postal mail to 72-3970 Hawaii Belt Road, Kailua Kona, Hawaii 96740. The email must be sent at least 24 hours prior to the meeting, and mailed letters must be postmarked before the meeting date. Please be advised that phone calls and text messages will not be recognized as official forms of notification regarding your inability to attend. Failure to attend the meeting or to provide a timely written statement will be construed as a lack of interest in continuing the use of land under the NHGS contract.

We look forward to your attendance at the meeting. Should you have any inquiries, please contact John (Jackie) Kalua'u via email or postal address.

Mahalo nui,


John (Jackie) Kalua'u
NHGS President

Native Hawaiian General Services (NHGS)
72-3970 Hawaii Belt road
Kailua-Kona, Hi, 96740

Garry Kaawa
P.O Box 755
Na'alehu, Hi. 96772

May 12, 2025

Aloha Garry,

In response to the request made by Candice and her legal representative, Jacob, as well as others advocating for enhanced clarity and transparency in NHGS's operations, NHGS has conducted a thorough review of all claims, allegations, and requests submitted. In an effort to uphold transparency and provide comprehensive answers, NHGS has diligently examined each point raised.

Upon conducting an investigation into the claims, allegations, and the proposal submitted by Candice and Jacob, NHGS has identified various aspects within the original agreements and land-use arrangements that require clarification and adaptation to align with contemporary legal and operational standards. Given the evolution of circumstances over the past 20 years, NHGS acknowledges the necessity for modifications to ensure compliance and practical applicability in the modern landscape.

Accordingly, NHGS is providing this information and its responses to all sublessees operating under NHGS. The following discussions will address the specific points outlined in the proposal submitted by Candice and her legal counsel. Additionally, NHGS will present findings that emerged from the investigation and elaborate on their implications for contractual adjustments and implementation.

1. Candice and her Lawyer Jacob presented the following statement as a proposal to change the current LLC structure.

Members

Each Sublessee of the ROE should be a member of the NHGS. Members may vote as outlined below, and NHGS has the obligations outlined to its members.

Transparency and record-keeping.

All members shall be entitled to inspect the financial records of the nonprofit upon request. This includes any payment, bills, notices, and/or

any other financial information related to the Right of Entry Lease entered into by NHGS and the Department of Hawaiian Homelands.

Each year at renewal, NHGS shall provide to the members the lease amount of the ROE lease, along with how lease payments are apportioned amongst the members.

Following a thorough investigation into the proposal, NHGS has determined that the request violates established privacy and business laws.

First, NHGS operates as a family-run business, having successfully maintained its operations for over 20 years in partnership with co-owners and invited advisors who contribute to key decision-making processes. Sublessees or tenants do not possess the legal authority to dictate the corporate governance or bylaws of an LLC in which they hold no ownership interest.

Second, the financial records of NHGS, as a private LLC, are strictly confidential and are protected under applicable business and privacy laws. Disclosure of such information is restricted.

Third, tenant records and lease agreements are similarly classified as confidential, accessible only to the involved parties or upon valid legal grounds.

In light of these considerations, NHGS formally rejects these proposals to uphold the integrity of confidentiality, safeguard individual privacy, and ensure compliance with legal obligations.

2. The following was proposed to address a written Sublease agreement:

NHGS will enter into a written sub-lease agreement with each of the members, with the amount due under each equating to an apportionment of the acreage each member controls under sub-lease

NHGS has formalized its policies and expectations through a written contract with the current land users. Accordingly, you should have received a formal contract outlining the terms and conditions governing NHGS's operations. This document details your lease agreements, and the conditions associated with the land payment arrangements issued under "Rent."

Please note that rental rates are subject to annual adjustments due to dues and inflation. Each October, you will receive a statement specifying the updated amount and a breakdown of associated charges. In the event of a significant rate increase, a formal notice will be issued to you. We encourage you to review the contract carefully to familiarize yourself with the lease renewal process.

Additionally, included in the packet is an application for Right of Entry (ROE) Road Access. It is important to understand that road access is a distinct entity separate from the Sublease agreement. During our review of this proposal, NHGS identified a need for greater regulation and transparency regarding road access.

NHGS assumes responsibility for all activities occurring on the access road, including liabilities associated with its use. Any illegal activity facilitated through access to this road may result in an investigation involving NHGS. Consequently, new regulatory measures will be implemented regarding access to the ROE road. Please refer to the Right of Entry Road Access application for further details.

3. The following was proposed for decisions regarding ROE:

All major decisions regarding the ROE lease and management of the land under the ROE lease shall be brought to the members for a vote. "Major decisions" include:

- a) Eviction or removal of a Member from their ROE sublease*
- b) Improvements or alterations to the land under the ROE lease, including but not limited to roads, water lines, water tanks, utilities, establishment of burn breaks.*
- c) Relocation of Members to different plots*
- d) Increases in sublease amount due*
- e) Applications for Grants, Loans, or Insurance*
- f) Additional Membership*
- g) Agreement or Contracts with outside entities*

Votes shall be made by a majority of Members.

NHGS retains the right to continue operating NHGS LLC as a family-owned business, consistent with its practices over the past 20+ years. NHGS has addressed and will continue to evaluate the aforementioned request among its designated board members.

As previously stated, sublessees or tenants do not possess the legal authority to influence or dictate the corporate governance and bylaws of an LLC in which they hold no ownership interest. All decisions concerning NHGS will be made in alignment with the best interests of the LLC and will be deliberated among the existing owners and members.

4. The following was proposed for water access:

Water access

NHGS, nor any Member, shall restrict water access to another Member. While water maintained by any Member, and used only for that Member, may be allowed, no Member shall allow water access for some Members but exclude others. This rule may be modified by vote.

NHGS has never restricted, nor does it intend to restrict water access without valid justification. In most instances, any temporary restrictions have been necessary due to water leaks or water line failures. To prevent potential miscommunication regarding water access, NHGS has explicitly outlined the responsibilities of sublessees within the contract.

It is important to note that NHGS is not legally obligated to provide water; rather, it has done so as a convenience service. Additionally, NHGS does not own a water meter serving the area. Instead, NHGS has established an agreement with a third-party service provider to ensure water accessibility for all parcels within the Right of Entry (ROE).

On January 28, 2025, NHGS issued a formal notice addressing increased water usage and outstanding unpaid fees. As a result, the service provider communicated its intent to discontinue water service to NHGS due to the accrued liabilities. In response, NHGS has actively sought to develop a fair and sustainable plan to cover these fees and maintain water service to subleased lands.

The decision regarding water access does not rest solely with NHGS. Rather, it is the collective responsibility of all individuals utilizing water from the service line to adhere to expectations regarding leak prevention, timely payment of fees, and responsible water usage. The service provider retains the right to discontinue service at its discretion.

To address these concerns, NHGS has incorporated specific expectations within the contract to mitigate future issues. Please refer to the "Utilities" section and related water discussions within the contract for further details.

5. The following was proposed for annual meetings:

NHGS shall hold at least one annual meeting per year, notifying each member of the time and place of such meeting. Members, by a majority vote, which may be taken by electronic means, can call a meeting at any time and address any issue the Members see fit.

NHGS will hold annual meetings, which will be organized by the NHGS president. Sublessees who wish to raise concerns or discuss specific topics are encouraged to follow the designated procedures outlined in the contract packet, including submitting inquiries to the Board of Directors via email.

For those unable to attend a scheduled meeting, it is recommended that they notify the Board in advance via email or written notice. This ensures that appropriate accommodation can be made as needed.

The first meeting will be held to review and discuss the contract attached to this letter. Attendance at this meeting is mandatory. During the meeting, sublessees will confirm whether they accept the terms and conditions necessary to proceed with their acquired parcel. If accepting the contract, all required forms must be read, understood, and signed prior to arrival.

For any questions or concerns regarding the terms and conditions, sublessees must submit a written statement or email in advance. NHGS members will review all inquiries and provide appropriate responses during the meeting or email.

You will be given enough time to review the packet before the meeting. A date, time and place will be announced, and you will receive a notification.

6. The following was proposed to suggest the structure and duties of the Board Members:

Officers

Officers should be established to ensure that there is an executive board that provides oversight over the entity. Jackie would be the President, other officers would be elected by the majority of members. Below is an example of the officer structure we propose.

President. The President shall, when present, preside at all membership meeting of the Corporation and all meetings of the Board of Directors. The President shall have general charge and control of the Association. In addition, the President shall perform such other duties as may be prescribed by the Board of Directors from time to time.

Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as may be assigned by the President or the Board of Directors from time to time.

Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the association in such banks, trust companies, or other depositories as shall be selected in accordance with these Bylaws; and in general, perform the duties incident to the office of Treasurer and such duties as from time to time may be assigned by the President or by the Board of Directors.

Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and any committees of the Board in one or more book provided for that purpose; see that all notices are duly given in accordance with these Bylaws or as required by law; ensure that all returns and reports are filed with appropriated federal and locals authorities; be custodian of the corporate records and of the seal of the association; and in general, perform all duties incident to the office of Secretary and such other duties from time to time may be assigned by the President or by the Board of Directors. In any act authorized by the Directors to be carried out by a vote of the officers, the Secretary is a non-voting member of the officer, but retains a right to vote in any Director vote.

NHGS has carefully reviewed the proposed structural adjustments and has determined that the current composition and functions of the existing Board of Directors align with the objectives outlined in the proposal. NHGS retains the right to continue its operations in accordance with the established framework that has been in place for over 20 years.

As part of future assessments, NHGS may modify, add, or remove specific entities and duties as necessary to ensure the continued efficiency and effectiveness of LLC operations. At present, all members are actively fulfilling their respective roles, and there is no need to revise the existing responsibilities that have been formally accepted.

The contract packet provides detailed information regarding the current standing and composition of NHGS LLC members, as well as the expected duties associated with each role. For further clarification, please refer to the "Native Hawaiian General Services Board Member" description included in the contract packet.

For any questions or concerns regarding this response or the contract packet, please submit your inquiries via email or written statement using the contact information provided below:

Email: kaluau@outlook.com

Mailing Address: 72-3970 Hawaii Belt Road, Kailua-Kona, Hawaii 96740



Application For Right of Entry Access Road

Application For Right of Entry 610 Access Road

Native Hawaiian General Services

72-3970 Hawai'i Belt Road
Kailua-Kona, Hi, 96740
Kaluau@outlook.com
808-936-3142

As of the **12th day of May 2025**, all road access must be approved by NHGS before entering. The easement road is a parcel registered under NHGS and maintained by NHGS. All activities on the easement are subject to the following requirements and terms and conditions.

As part of the process of determining approval for your request to access the Subleased property located at Kamaoa-Pueo, Kau, Island of Hawaii, identified by **Tax Map Key: (3) 9-3-01-:2** County of Hawaii, State of Hawaii, NHGS requires that you provide the following information to facilitate our review. This information is necessary to ensure that your activities are in compliance with the terms of the sublease and to ensure the protection of all parties involved.

Please be advised that as part of this approval process, a background check will be conducted for anyone listed as part of your team who will be entering the property. This is to ensure that all individuals comply with our safety and security protocols and to deter illegal activities. The goal is to preserve and protect the investments of all Sublessees and NHGS.

1. Conditions of Access:

- **Restricted Access:**

Access will be granted strictly for the subleased land as outlined in your agreement. Unauthorized access to other land parcels is prohibited unless explicit written approval is obtained from NHGS or the sublessee accompanies you. Any vehicle weighing 10,000lb and over is not permitted to travel on the access road. Any breach of this restriction will result in immediate access termination.

Road access will be limited to reasonable hours. The road will be accessible from **6:00am to 6:00pm**. Any after-hour use shall be approved by NHGS prior to the dates of entry. If you are in the area and not able to exit on time, you may be locked behind the gate. Call Jackie Kalua'u to arrange to have the gate open or if a combination lock code is available for the evening. NHGS have the right to change the access hours or close temporarily close the access at any time. If the hours are changed you will be notified prior to the change. If the road is closed due to emergency or

Application For Right of Entry Access Road

unforeseen events, it will be swept to the best of NHGS's abilities to ensure no one is in the area before closing.

Key Issuance and Responsibility:

One key will be issued to the authorized sublessee. It is the sublessee's sole responsibility to ensure that the key and road access is only given to individuals explicitly approved by NHGS, as listed in this application. Unauthorized key distribution will result in penalties. In the event that terms and conditions are violated, and road contract is terminated, keys shall be turned in within 2 days of notification. In the event that the sublease of land is terminated, the Road Access will automatically terminate along with the sublease of land. Key(s) shall be turned in on the 20th day of the allotted timeframe given to remove items and restore parcel. If Sublessee fails to return key(s) in a timely manner, Sublessee shall pay the fees to replace all locks and keys.

Notification Requirement:

If any person not listed in this application as approved, will be entering the property, the sublessee must immediately inform NHGS President, John (Jackie) P. Kalua'u via email or text at least 24 hours prior to entry. The notification must include the names, purpose, date, and timeframes for access. Failure to provide this notice may result in termination of access to the Sublessee. Individuals not listed in this application, even if accompanied by a sublessee, must obtain express prior approval from NHGS President. Any entry without prior approval is prohibited. NHGS reserves the right to refuse entry to anyone who does not meet our strict safety and security standards.

- **Road Maintenance Fee:**

A maintenance fee will be charged to cover wear and tears and necessary improvements. Any costs beyond the annual fee will be divided among all approved applicants. Full transparency will be provided for all costs. If you fail to meet your financial obligations, access will be suspended until payment is made.

The road maintenance fee will be split in two payments within the year. First payment of \$250 dollars will be due on the approval of application or March of each year, second payment of \$250 dollars will be due in September of each year.

- **Breach of Terms:**

Any violation of the sublease terms or this Right of Entry Access Road permit will result in immediate suspension of access. NHGS will review the breach and may decide to permanently revoke access.

1. Scope of Activities

Application For Right of Entry Access Road

- **Permitted Use:**

The access road may only be used for activities directly related to the sublease contract with NHGS. Road shall only be used for the sole purpose of accessing your sublease land.

- **Prohibited Use:**

This access road is not to be used to escort individuals to the shoreline or for any recreational purpose. The road must be used exclusively for accessing the subleased land. NHGS will enforce this restriction rigorously

2. Dates and Duration of Access

- **Approval Date:**

Access will be granted upon approval of this application. The date of approval will be determined once all requirements are met.

- **Annual Re-Application:**

You are required to reapply for access annually in September. Failure to reapply on time will result in loss of access for the following year.

- **Suspension or Termination of Access:**

NHGS retains the right to suspend or terminate access at any time for non-payment of fees or breach of contract.

3. Location of Access on Property

Access Road Description:

In 2024 a contract of agreement was signed between Kala Gordn and Keola Hanoa allowing a new easement to be implemented, allowing the right of entry to be developed. The access road enters South Point Road, between 25 acre lots belonging to Kala Gordon and the late Keola Hanoa, providing access to the back side of DHHL land. The easement road is approximately three miles in length, ending at Parcel #1. A map detailing the road's location is attached for reference.

4. Insurance and Indemnity.

- **Liability and Indemnification:**

Application For Right of Entry Access Road

Sublessee shall at all times with respect to the premises, use due care for public safety in the exercise of the rights granted to it here under and shall defend, hold harmless and indemnify NHGS, its officers, agents, and employees from and against any and all loss or damages to real or personal property, or liability for injury to or death of persons when such loss, damage, injury or death, arises from, grows out of, or is proximately caused by any act or omission on the part of the sublessee, its officers, agents, employees, invitees, or licensees, in its use or occupancy of the premises, or by reason of fire or explosion upon the premises.

- **Insurance Requirements:**

Sublessees must maintain comprehensive public liability insurance covering personal injury, death, and property damage. The insurance must be in an amount deemed acceptable by NHGS. Failure to provide sufficient insurance will result in denial of access.

- **NHGS Insurance:**

NHGS provides public liability insurance at its own expense, with sublessees contributing a portion of the cost. NHGS reserves the right to adjust the cost for insurance based on a fair distribution plan among all sublessees.

Other Relevant Information

Any additional information that might be relevant to your access request (e.g., special accommodations or requirements, equipment usage, etc.).

Point of Contact

Provide the name, phone number, and email address of Sublessee. Sublessee will be the primary contact during the period of access.

Sublessee's Name _____

Address _____

Email Address _____

Application For Right of Entry Access Road

Phone Number _____

List The Parcel you are accessing through easement road _____

Background Check Requirement

As part of the approval process, a background check will be conducted for you and anyone who will be entering the property. Please provide the names and justification for entry of all individuals who will be accessing the property. A separate consent form will be required for each individual to proceed with the background check. Please note that any violations by individuals that listed and approved on this application will be held on your account and may result in termination of your right of entry road access and may also result in termination of your sublease.

- 1) Name _____
Justification _____
- 2) Name _____
Justification _____
- 3) Name _____
Justification _____

Acknowledgment and Signatures

By signing below, Sublessee confirms that he/she has read and understood the terms and conditions in this application entirely and acknowledges that he/she had the opportunity to ask questions, seek clarification, or consult legal counsel prior to signing, and that they are entering into this agreement voluntarily and with full understanding of its terms.

Sublessee

Signature: _____ Date: _____

Printed Name: _____

Application For Right of Entry Access Road

For Office Use Only

- Date Received: _____
- Processed By: _____
- Background Check Completed: _____ Yes _____ No
- Application approved: _____ Yes _____ No

Notes:

Background Check Consent Form

Native Hawaiian General Services (NHGS)

Purpose of the Background Check:

To ensure the safety, security, and protection of all sublessees, assets, and property associated with Native Hawaiian General Services (NHGS), any individual seeking access to the subleased property via the easement road must consent to a background check as part of the Right of Entry Access Application process.

Applicant Information

Full Legal Name: _____

Other Names Used (Aliases, Maiden Name, etc.):

Date of Birth: _____

Social Security Number (SSN): _____

Driver's License Number: _____

State of Issuance: _____

Current Address:

Phone Number: _____

Email Address: _____

Consent and Authorization

I, the undersigned, hereby authorize Native Hawaiian General Services (NHGS) and its designated agents to conduct a background check, which may include, but is not limited to:

- Criminal history records
- Public court records

- Employment verification (if relevant)
- Verification of identification documents

I understand that the results of this background check will be used solely to evaluate my eligibility to access the subleased property under NHGS oversight.

I acknowledge and agree that:

- I have voluntarily provided the above information.
- I release NHGS and its agents from any liability arising from the background check process, except for unauthorized disclosure of information.
- Providing false, misleading, or incomplete information may result in denial of access.

This authorization shall remain valid for sixty (60) days from the date signed unless otherwise revoked in writing.

Applicant's Signature and Certification

I certify that the information provided is true and correct to the best of my knowledge.
I have read and fully understand this consent form.

Signature: _____

Printed Name: _____

Date: _____

For Office Use Only

Date Received: _____

Processed By: _____

Background Check Completed: ____ Yes ____ No

Notes:

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

This contract, entered into this **12th day of May, 2025**, by and between Native Hawaiian General Services (NHGS), **John (Jackie) Kalua'u**, whose mailing address is 72-3970 Hawaii Belt Road, Kailua-Kona, Hawaii, 96740, hereinafter referred to as the **"Lessee,"** and **Gary Kaawa**, whose mailing address is P.O Box 755 Na'alehu, Hi. 96772, hereinafter referred to as the **"Sublessee."**

This agreement specifies the obligations of the Sublessee in maintaining the subleased pasture area located at Kamaoa-Pueo, Ka'u, on the Island of Hawai'i, identified by Tax Map Key: **(3) 9-3-01:02, Section: Lot 3.**

This lease agreement follows the terms and conditions of the Department of Hawaiian Homelands (DHHL). Covering the right of entry to pastoral leased lands at Kamaoa, Pueo South Point. All terms and conditions set forth for the Lessee (Jackie Kalua'u) will also be set forth to any Sublessee. The NHGS will also set forth added terms and conditions which will be with the intent of managing and maintaining the area. It should be clearly understood that this contract is an agreement between the Jackie Kalua'u under the LLC Native Hawaiian General Services (NHGS) and the above-mentioned Sublessee.

Background:

On August 5th, 2004, the Department of Hawaiian Homelands (DHHL) granted John (Jackie) Kalua'u, under the entity Native Hawaiian General Services LLC (NHGS) the permission to enter, occupy, and manage the identified parcel of Hawaiian Homeland and all improvements, situated at Kamaoa-Pueo, Kau, Island of Hawaii, identified by Tax Map Key: **(3) 9-3-01:-2 County of Hawaii, State of Hawaii.**

The NHGS is responsible for maintaining and managing the area to promote the prevention of fires within the 5,000 acres of Kamaoa, Pueo, South Point Pastoral lease lands. Also providing a presence on the land to deter illegal activities. Hawaiian Homes Commission accepted NHGS' proposed the idea to provide opportunity for the Ka'u families who have been on the waitlist and have not received lands from the waitlist. The opportunity gave Individuals who were still on the Hawaiian Homeland list a chance to sign up for the proposed program under the NHGS and acquire a portion of the Kamaoa-Pueo pasture lands under a sublease agreement. The program focuses on preventing annual fires by having cattle and livestock graze the area. Sublessees are required to maintain their cattle in their area, fire breaks, water lines and fences. Therefore, DHHL granted the lease to John

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

(Jackie) P. Kalua'u to manage under NHGS and for the purpose to be used for the pasture grazing only and for no other purpose. Subleasing of lands were permitted under NHGS with the following requirements added to the contract:

- Sublessee shall be among native Hawaiians on the waiting list for pastoral awards who has an interest in ranching now to use this area, sharing the cost of land rent, insurance, water usage, and all other pertinent expenses related to the use.
- Sublessee shall not permit any hunting activity on the premises.
- Sublessee shall practice good animal husbandry to avoid overgrazing of the land.
- Sublessees shall maintain the implemented fire-lines along the shoreline fencing area and community roadway in their section of land.
- Hobby ranching is prohibited. There shall be no intent to operate on the lands as a hobby rancher.

Definitions:

For the purposes of this contract the following definitions will apply.

Lessor: Department of Hawaiian Homelands. Owner of the property who gives out the lease.

Lessee: NHGS, Jackie Kalua'u. Lessee is the individual who was given permission and the right to use and manage the property under NHGS,

Sublessee: Individuals who were granted use of land under NHGS. A Sublessee is an individual who enters an agreement with the lessee rather than the landowner or lessor. Please note that sublessees are not considered members, they are tenants with land use agreements under the NHGS LLC.

Members of the NHGS LLC: NHGS is a member managed LLC. Members of the NHGS are chosen to handle daily operations, sign contracts, pay bills, review contracts, review complaints etc. Members may also be referred to as agents.

1. Rent:

DHHL permitted NHGS to carry on a month-to-month basis for additional one-year periods, with the approval of the commission. It is to be noted that the permit is granted on

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

a month-to-month basis only. It is the intent of DHHL to develop this parcel pursuant to the Hawaiian Homes commission act 1920, as amended, therefore lessee and sublessee shall vacate premises withing the prescribed time upon such notification.

Sublessees /beneficiaries associated with NHGS are responsible for making payments on time. Payment for land lease and insurance shall be made before the 30th of September each year unless otherwise stated. Failure to make payments on time will result in termination of the sublease agreement. Failure to vacate and restore premises within the allotted time may result in liquidated damage. A statement of due amounts will be provided to sublessees prior to the payment due date.

Vacate liquidated damages:

If sublessee does not vacate the premises upon the revocation, expiration or termination of this contract, sublessee shall pay liquidation damages to the lessee at the rate of **2%** of the Sublease amount per day, or portion thereof, Sublessee remains on the premises beyond the date of revocation, expiration or termination. Such payment shall be in addition to any other rights or remedies the lessee may entitle to pursue for breach of contract or for illegal occupancy.

Inspections:

Prior inspection:

Sublessee who were granted the use of land in 2004 conducted a prior inspection of the premises and all improvements thereon, if any, knew the conditions thereof, fully assumes all the risk to its use and enjoyment, and agrees that the Premises and improvements thereon, if any, are in good and suitable conditions for the purposes of pasturing.

All new Sublessees will be held the same conditions to make a prior inspection of the land before acceptance of sublease.

Annual inspection:

NHGS will conduct an annual inspection of the Sublessee's land to ensure that all terms and conditions are maintained. During inspection it is required that the Sublessee or approved representative of the Sublessee and a member or representative of the NHGS conduct the inspection together. Fencelines, Fire breaks, Land grazing and Water lines will be inspected. Any violation of terms and conditions will be addressed with recommendations to mitigate the situation. All recommendations shall be done by the Sublessee within the allowed time given by the NHGS.

Residential Use Prohibited:

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

Sublessee shall not, as well as allow any human or domestic animal to inhabit the premises, even on a temporary basis. Rental of pastoral lands are prohibited and subject to termination of lease agreement with NHGS.

Insurance:

It is required that insurance is maintained and kept in force throughout the life of this contract, a comprehensive public liability insurance in an amount acceptable to the chairman of the Hawaiian Homes commission, insuring the State of Hawaii and Lessee against all claims for personal injury, death and property damage. All costs shall be at the expense of the Lessee and Sublessees.

At the start of the Right of Entry to current date, the NHGS has provided approved comprehensive public liability insurance at their own expense. NHGS charges each Sublessee a small percentage of the bill but absorbs majority of the payment. NHGS hold the right to increase the amount charged for insurance among sublessees in a fair distribution plan.

Indemnity:

Sublessee Shall at all times with respect to the premises, use due care for public safety in the exercise of the rights granted to it here under an shall defend, hold harmless and indemnify NHGS, its officers, agents, and employees from and against any and all loss or damages to real or personal property, or liability for injury to or death of persons when such loss, damage, injury or death, arises from, grows out of, or is proximately caused by any act or omission on the part of the sublessee, it's officers, agents, employees, invitees, or licensees, in its use or occupancy of the premises, or by reason of fire or explosion upon the premises.

No Waiver of Rights

Failure of NHGS to insist upon strict performance thereof by sublessee, or to exercise any option herein reserved, shall not be construed as a waiver or a relinquishment of any of NHGS's rights under this contract. The acceptance of ren by NHGS shall not constitute a waiver of any breach by Sublessee of any of the terms and conditions, upon which this contract is granted and to which Sublessee has agreed, nor of NHGS's right to terminate or revoke this contract.

Utilities and other Charges:

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

It should be clearly understood that the NHGS is not obligated to provide water to sublessees. NHGS provides water services as a convince to Sublessee through a supplier who agrees to provide services to NHGS if the full amount of expenses accrued to service operations is paid in full on time to prevent late charges to the service provider.

Sublessees are required to maintain all water lines and all plumbing accessories within their parcel. Sublessees shall be responsible for all costs and related expenses to connect water from the main shared water line to their leased area.

NGHS will maintain the main shared line on the easement road. A set maintenance fee of \$30.00 dollars will be implemented on the water usage bill for the purpose of maintaining the main shared line. This maintenance includes but is not limited to fixing damaged Driscoll line, replacing unions/connectors, labor, fuel, tank replacement, water hauling etc. **NHGS also holds the right to raise the maintenance fee as prices increase.**

A pump service/energy cost charge and standby fee will be implemented on the monthly water bill for the purpose of covering the expense generated per X amount of gallons used by Sublessee. Sublessees are responsible for paying for their monthly water usage and fees in a timely manner to NHGS. If the Sublessee fails to pay in a timely manner, the meter will be locked until payment is received. Charges will be estimated at the rate billed to the service provider.

Water leaks: Sublessees are responsible for maintaining their water lines and water-using appliances to prevent water leaks. Any water leak observed within a leased section will be addressed by turning off the meter to that lot. NHGS will notify the Sublessee by either writing, email, or text. It will be the sublessee's responsibility to repair the leak in a timely manner and inform NHGS when repairs have been made. Water leaks that continue due to negligence and disregard after they have been addressed to the sublessee will result in the meter being locked until the leak is properly repaired to prevent future leaks.

Water leak liability and liquidation damages:

The tenant shall be responsible for maintaining the plumbing fixtures and water-using appliances within the leased premises in good working condition and with good faith to prevent leaks. In the event that a water leak originating from the sublessee's premises, due to negligence results in the interruption of water supply, property damage, or any inconvenience to other tenants, the sublessee may be subject to liquidation damages per affected tenant, commencing from the date the issue is discovered and notified to the sublessee of the premises, until full repair and restoration of normal services is completed. Refer to Water Leak Negligence and Liquidation Damages Agreement.

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

FENCE:

Sublessee shall be required to fence unfenced perimeter of the parcel with stock-proof, 5-strand minimum barbed wire fencing. Fences shall be maintained, and any unfenced or open area shall be tended to in a timely matter. All fences should be kept with standards to prevent livestock from crossing or visitors along the beach from entering the ranching area.

Fence liability and liquidation damage:

Sublessee is responsible for maintaining the required fencing of their premises. Failure to mend and maintain damaged fence 2 days after notice is given, will result in liquidation damages. Refer to Fence liquidation damages agreement.

Waste, Strip, Nuisance, and Maintenance:

Sublessee shall not make, permit, or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the premises or improvements, if any, thereon.

Sublessee shall keep and maintain the premises and any and all improvements, including all portions thereof, and any and all equipment and personal properties of Sublessee upon the premises in a strictly clean, neat, orderly, and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse resulting from its activities on the premises. All shrubbery and overgrowth within the premises shall be kept neatly trimmed.

Sublessee is prohibited from using the premises for storage, shorting and sale of materials such as fill soil or rock, manure, rubble, junk, waste, scrap, discarded or salvage items including machinery, automobiles, equipment, flammables, and contaminants of every description whatsoever, except that which will be used by the sublessee in direct conjunction for the purpose of pasturing livestock.

Hazardous Materials:

Sublessee shall not cause or permit the escape, disposal, or release of any hazardous materials. Sublessee shall not store or use of any hazardous materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the premises any such materials except to use in the ordinary course of Sublessee's common operational duties, but only after a written notice is given to NHGS of the identity of which materials will be used and only after NHGS has consented the use. However, consent can be withheld at NHGS's sole and absolute discretion. If any lender of governmental agency, shall ever require testing to ascertain whether or not there has been any release of hazardous materials by the Sublessee, then the Sublessee shall be responsible for the cost thereof. In addition,

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

Sublessee shall execute affidavits, representations and the like from time to time at NHGS's request concerning sublessee's best knowledge and belief regarding the presence of hazardous materials on the premises placed or released by Sublessee.

Sublessee agrees to indemnify, defend and hold NHGS, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fee and all claims, suits, and demands therefor, arising out of or resulting from and use or release of hazardous materials on the premises occurring while sublessee is in possession, or elsewhere if caused by Sublessee, or person acting under Sublessee. These covenants shall survive the expiration or earlier termination of the contract.

For the purposes of this contract, the term "hazardous material" as used here in shall include any substance, waste or material designated as hazardous, toxic, radioactive, other similar term by any present or future federal, state, or local statutes, regulations or ordinance, such as the Resource Conservation and Recovery Act, as amended, the comprehensive amended, and the Federal Clean Water Act, as amended from time to time, and also including but not limited to petroleum, petroleum based substances, asbestos, polychlorinated-biphenyls("PCB"), formaldehyde, and also including any substance designated by federal, state, or local regulations, now or in the future, as presenting a risk to human health or the environment.

Prior to the termination of the subject contract, sublessee may be required to conduct a level (1) Hazardous Waste Evaluation and conduct a complete abatement and disposal, if necessary, satisfactory to the standard required by the Federal Environmental Protection Agency, the Department of Health, NHGS and Hawaiian Homes.

Right to Enter:

NHGS or its agents and employees may enter the premises at all reasonable hours for the purpose of inspection or investigation as to whether Sublessee is complying with the terms and conditions of this contract or for any other proper purpose in the performance of its duties. Sublessee shall not make any claim for damages or set off rent, other charges by reason or on account of such an entry.

Structural improvements or alterations:

No substantial improvements or alterations of a structural nature shall be made, installed or constructed on, under or within the premises by Sublessee unless Sublessee first submits a plan, and specifications are in fact approved in writing by NHGS. The plans and specifications shall not be approved unless they are in full compliance with any and all statutes, rules and regulations applicable thereto.

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

Any improvements or alterations shall be accomplished at the sole cost and risk of Sublessee and NHGS shall not be responsible for any damage to or destruction of any such improvements or alterations or any personal property on the premises.

Removal of improvements:

Sublessee may remove, at its own cost and risk, any and all improvements and any and all portions thereof, constructed or installed by it upon the premises, at any time during the life of this contract; provided, however, that Sublessee shall give prior written notice of its intent to remove the same and that in the event of such removal, the premises shall be restored by sublessee to the condition as near as possible to that which existed immediately prior to the construction or installation thereof, ordinary wear and tear excepted; provided, further, that until such removal and restoration has been completed to the satisfaction of NHGS, Sublessee shall continue to pay the rent set forth in Sublessee's contract. Failure of Sublessee to give prior notice of intention to remove any improvements or portions thereof shall be deemed to be an abandonment of the premises and any remaining such improvements or portions thereof.

Option to require removal of improvements:

NHGS with respect to any and all improvements and any and all portions thereof constructed or installed by Sublessee on the premises, reserves the right, at the time of notification of termination or revocation of this contract, to require Sublessee to remove the same, at its own cost and risk, within twenty (20) calendar days after the termination or revocation date. Upon the failure of the Sublessee to effect such removal within the specified twenty (20) days, sublessee may elect to retain the improvements or portions thereof or shall have the right to complete such removal and to restore the premises to a condition as near as possible to that which existed immediately prior to the construction or installation of the improvements or portions thereof, by its own employees or by an independent contractor and assess sublessee the total cost thereof.

Compliance with laws: Privacy and discrimination

Sublessee shall comply with any and all laws, ordinances, rules and regulations applicable to the premises.

The use and enjoyment of the premises shall not be in support of any policy that discriminates against anyone based upon race, creed, color, national origin, sex or a physical handicap.

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

Transferability:

This contract, inclusive of any and all rights or obligations accruing or arising under it, shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

Renewal or Extension:

The renewal of this contract shall be determined by the approval of the lease between NHGS and Hawaiian Home Commission, as authorized by the action of the Hawaiian Homes Commission. Sublessee will be notified by NHGS on any changes that may result from the decisions of Hawaiian Homes Commission. It is to be clarified that the lease is held between NHGS and Hawaiian Homes, it is not directly between Sublessees and Hawaiian Homes. Subleases contracts are between Sublessee and NHGS.

Termination and Revocation:

This contract may be terminated by either party without cause upon twenty-five (25) days' written notice; provided that in the event that Sublessee fails to pay any rent, interest, fees or charges when due or otherwise breaches anyone or more of the terms and conditions, Lessee may revoke this contract upon five (5) calendar days' written notice.

Right to re-enter and assume possession:

Lessee reserves the right, and the Sublessee agrees that upon breach of any one or more of the terms and conditions of this contract and/or termination thereof under paragraph discussing "Transferability" herein, Lessee may, without necessity of court action, enter upon and administratively take possession of the premises from the Sublessee.

Restoration:

Sublessee shall, no later than thirty (30) days after the termination or revocation date of this contract, restore, at its own cost and risk, the premises to a condition as near as possible to that which existed prior to the effective date of this contract, reasonable and ordinary wear and tear and damage by act of God excepted, and peacefully, surrender possession thereof to Lessee. In the event Sublessee fails to effectuate such restoration of the premises, Lessee reserves the right to accomplish the same by its own employees or by an independent contractor and assess Sublessee the total cost thereof.

Court Costs:

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

Sublessee shall pay any and all court costs and attorney's fees incurred by Lessee in collecting rents, penalties, interest, fees, or other charges due and payable by Sublessee under this contract or in removing Sublessee and/or the improvements or portions thereof, constructed or installed by it, from the premises, where necessary, or in recovering any damages or loss caused by Sublessee's breach of any of the terms or conditions under this contract, or in defense, damage, injury or death arising from, growing out of or proximately caused by any act or omission of Sublessee, its officers, agents, employees, invitees, or licensees in its use or occupancy of the premises.

Acknowledgment and Signatures

By signing below, both parties confirm that they have read and understood this Sublease Agreement in its entirety. Each party acknowledges that they had the opportunity to ask questions, seek clarification, or consult legal counsel prior to signing, and that they are entering into this agreement voluntarily and with full understanding of its terms.

NHGS (Lessee)

Signature: *John P. Kalua* Date: 5-12-2025

Printed Name: John P Kalua

Sublessee

Signature: _____ Date: _____

Printed Name: _____

NATIVE HAWAIIAN GENERAL SERVICES

BOARD MEMBERS

RIGHT OF ENTRY NO. 610

Native Hawaiian General Services (NHGS) is managed by members of a board. The following list provided the title and names of those who are considered Members of the NHGS. At any time, you may bring your concerns up and address the board. You may submit a written statement with your concerns to the following address:

Mailing Address: 72-3970 Hawai'i Belt Road
Kailua Kona, Hawai'i 96740

Email: kaluau@outlook.com

BOARD OF DIRECTORS:

President: John P. Kalua'u
Secretary: Charlene K. Kalua'u
Treasure: Luana P.K. Apolo
Director: Ralph Kaapana
Director: Henry Young
Director: Mel Davis

The following are the expected duties of Members on board. Board members may also be assigned additional duties if reasonable and permitted:

President

Role: Top executive in charge of overall strategy and daily operations.

Typical Duties:

- Oversees day-to-day business activities
- Represents the company to external parties (clients, banks, partners)
- Signs contracts and legal documents
- Executes decisions approved by members or the board (if applicable)
- Ensures that the business aligns with its goals and mission

Secretary

Role: Maintains records and ensures legal/formal compliance.

Typical Duties:

- Keeps meeting minutes and official records
- Maintains membership and management documentation
- Prepares and files annual reports (e.g., with Hawaii DCCA)
- Issues notices of meetings and maintains corporate documents
- Ensures recordkeeping complies with state and internal rules

Treasurer

Role: Manages the finances of LLC.

Typical Duties:

- Handles budgeting, accounting, and financial planning
- Oversee income, expenses, and bank accounts
- Prepare financial reports for members or directors
- Ensures tax filings and compliance
- Manages payroll and financial risk

4. Director(s)

Director(s) shall:

- Provide high-level strategic guidance and oversight
- Vote on major business decisions such as mergers, dissolutions, and capital investments
- Ensure that the officers of the LLC are fulfilling their roles
- Meet at least [Quarterly/Annually] or as needed

Water Leak negligence and Liquidated Damages Agreement

Water Leak Negligence and Liquidated Damages Agreement

This Agreement is entered into on this 12th day of May, 2025, by and between:

- **John (Jackie) Kalua'u**, whose mailing address is 72-3970 Hawaii Belt Road, Kailua-Kona, Hawaii 96740, hereinafter referred to as the "**Lessee**,"

and

- **Gary Kaawa**, whose mailing address is P.O Box 755 Na'alehu, Hi. 96772, hereinafter referred to as the "**Sublessee**."

The Parties agree to the following terms relating solely to responsibility for water leaks and associated liquidated damages within the subleased property. These terms shall apply if **negligence is determined to be the cause** of the failure to repair or prevent such leaks.

1. Purpose

The Sublessee is responsible for exercising reasonable care in identifying and repairing water leaks within the subleased premises located at **Kamaoa-Puueo, Ka'ū, Island of Hawai'i**, identified by **Tax Map Key: (3) 9-3-01:02**, Section: Lot 3, within a reasonable timeframe to prevent damages or disruption of services.

2. Water Leak Responsibilities

The Sublessee shall be responsible for promptly identifying, preventing, and addressing any water leaks occurring within the subleased premises or from any plumbing, fixtures, or equipment under their control.

3. Repair Timeframe

The Sublessee must take all necessary steps to repair any water leak **immediately** of discovery or notification. All leaks must be addressed **immediately** to prevent further damage or risk.

Water Leak negligence and Liquidated Damages Agreement

4. Liquidated Damages for Unrepaired Water Leaks

If the Sublessee negligently fails to repair a leak the following day of discovery or notice, they shall be liable for liquidated damages in the amount of \$200 per day, beginning on the day after the notice and continuing until the repair is verified as complete by the Lessee.

The Parties agree that this amount is not a penalty but represents a reasonable estimate of the damages that may be incurred due to the Sublessee's failure to act in a timely manner. These damages may include, but are not limited to:

- Wasted water and increased utility costs
- Damage to surrounding property, including pastures or common areas
- Disruption to other tenants or land users
- Administrative burdens related to managing the issue

The Parties acknowledge that actual damages would be difficult to precisely determine and agree that this clause offers a fair, efficient alternative to pursuing litigation or proving specific loss.

6. Governing Law

This Agreement shall be governed by the laws of the State of Hawai'i, including applicable provisions of Hawaii Revised Statutes § 490:2-718 and Hawaii Revised Statutes §46-87 regarding the enforceability of liquidated damages.

§490:2-718 Liquidation or limitation of damages; deposits. (1)
Damages for breach by either party may be liquidated in the agreement but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. A term fixing unreasonably large liquidated damages is void as a penalty.

§46-87 Liquidated damages. *Any other law to the contrary notwithstanding, a contract for the provision of utility services, goods, or commodities, including water or electrical energy, by a county or by a project party, may provide for the payment of liquidated damages by a purchaser or by the project party; provided that such liquidated damages provision shall be deemed reasonable and shall be enforceable if measured and established by reference to the proportionate relationship of the payments owed by the party subject to the liquidated damages provision to the total costs of the pollution control project, the cost of*

Water Leak negligence and Liquidated Damages Agreement

maintenance, operation, and repair thereof, and to the total operating capacity thereof. [L 1983, c 237, pt of §3]

Signatures

Lessee: *John P Kaluain*

Signature: _____

Date: *5-12-2025* _____

Printed Name: *John P Kaluain*

-

Sublessee:

Signature: _____

Date: _____

Printed Name:

-

Fence Maintenance and Liquidated Damages Agreement

This Agreement is entered into on this 12th day of May, 2025, by and between:

-**John (Jackie) Kalua'u**, whose mailing address is 72-3970 Hawaii Belt Road, Kailua-Kona, Hawaii, 96740 , hereinafter referred to as the "Lessee,"

and

- **Gary Kaawa**, whose mailing address is P.O Box 755 Na'alehu, Hi. 96772, hereinafter referred to as the "**Sublessee**."

The Parties agree to the following terms related solely to fence maintenance and liquidated damages concerning the pasture area subleased by the Sublessee.

1. Purpose

This Agreement outlines the responsibilities of the Sublessee for maintaining and repairing fencing on the subleased pasture area located at Kamaoa-Puueo, Ka'u, Island of Hawai'i identified by Tax Map Key : (3) 9-3-01:02. Section: Lot 3

2. Fence Responsibilities

The Sublessee shall maintain the fencing on the subleased portion of the property as designated. The fencing must be kept in good condition and capable of containing livestock.

3. Notice of Disrepair

If the Lessee or property owner identifies that a section of fence maintained by the Sublessee is damaged or inadequate, written notice shall be provided to the Sublessee by letter, email, or text.

4. Repair Timeline

Fence Maintenance and Liquidated Damages

The Sublessee shall have 2 calendar days, unless otherwise specified, from the date of notice to complete the required fence repairs.

5. Liquidated Damages for Failure to Maintain or Repair Shared Fence Lines

In the event the Sublessee fails to maintain or repair any portion of a shared fence line, as assigned or agreed upon under this lease, within **two (2) calendar days** unless otherwise specified in written notice from the Lessee identifying the needed repair and timeframe, the Sublessee shall be liable to pay **liquidated damages of \$66.00 per day** starting on the **third (3rd) day** and continuing until the fence is fully repaired to a condition deemed functional and secure by the Lessee.

The Parties agree that this amount is **not a penalty**, but a **reasonable and proportionate estimate** of the losses that may result from failure to repair the fence in a timely manner. These potential losses include:

Escape or mixing of livestock.

Disruption or risk to neighboring tenants or landowners.

Liability for injury or property damage.

Additional labor or emergency costs incurred by the Lessee.

The Parties further acknowledge that the **exact value of damage** caused by failure to repair a fence is **difficult to determine in advance**, and that this clause provides an efficient, mutually agreed-upon remedy consistent with Hawaii Revised Statutes § 490:2-718.

6. Governing Law

This Agreement shall be governed by Hawaii Revised Statutes § 490:2-718

§490:2-718 Liquidation or limitation of damages; deposits. (1) Damages for breach by either party may be liquidated in the agreement but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. A term fixing unreasonably large, liquidated damages is void as a penalty.

Fence Maintenance and Liquidated Damages

Signatures

Lessee: John P. Kalman

Signature: _____

Date 5-12-2025

Printed Name: John P. Kalman

Sublessee:

Signature: _____

Date _____

Printed Name: _____

This agreement between Native Hawaiian General Services (NHGS) and the sublessee has several potential flaws and concerns from both legal and practical standpoint. Here is a breakdown:

1. Power Imbalance and Lack of Transparency

- NHGS (Jackie Kalua'u) holds nearly all control – setting rules, fees, inspection standards and enforcement procedures – with little to no oversight or appeals process for sublessees.
- There is no dispute resolution process (e.g., mediation or arbitration), meaning conflicts are likely to be one-sidedly enforced by NHGS.

2. Unclear Financial Obligations

- Fees such as rent, insurance, and water are vaguely defined and subject to unilateral increases by NHGS.
- There is no breakdown of actual costs, just statements like “ a small percentage” of insurance is charged to sublessees.
- Water bills include undefined “standby fees” and “ energy costs,” and NHGS retains the right to raise fees arbitrarily.

3. Vague and Broad Enforcement Powers

- Liquidated damages clauses are included, but:
- The damage amounts (e.g., 2% per day for overstaying) maybe excessive or not legally enforceable if they are punitive rather than compensatory.
- No clear explanation of how damage amounts are calculated or justified.
- NHGS may lock water meters and assess damages without due process or third party verification.

4. Inconsistent or Missing Legal Protections

- The document does not state whether sublessees have legal rights to challenge termination, fee increases, or inspection.
- No mention of DHHL oversight of NHGS's subleasing actions, raising questions about accountability.
- Sublessees are considered “tenants” but are not afforded common tenant protections under Hawai'i landlord-tenant code.

5. Use Restrictions Without Flexibility

- Sublessees are forbidden from living on the land or conducting any activity other than grazing, including hobby ranching – yet may still be paying substantial costs. This could limit economic viability for small ranchers.
- No exceptions or hardship provisions for things like natural disasters, droughts, or economic difficulty.

6. Ambiguous Definitions

- The term “sublessee” is defined, but it's not clear what formal rights they actually have. They are “tenants” with land use agreements” but are treated more like temporary permit holders.

- There's no duration stated for individual subleases, making them insecure and subject to sudden termination.

7. No Clear Process for Land Development or Transition

- DHHL has the right to reclaim the land at any time, which undermines long-term planning by sublessees. There's no clarity about what constitutes "sufficient notice"
- It is not clear how NHGS selected sublessees or how new applicants are considered – raising equity and fairness concerns.

8. Potential Conflict of Interest

- John Jackie Kalua'u, as both the lessee and the controlling force behind NHGS, may benefit financially from charging fees to sublessees without checks and balances.
- NHGS is allowed to absorb costs at its discretion and then pass them on "fairly" – but what constitutes fairness is not defined or reviewed.

Garry and Candice Kaawa
PO Box 755
Naalehu, HI. 96772
(808)937-9722 (808)854-4967
Cfragas82@gmail.com

May 18, 2025

To: Department of Hawaiian Home Lands and
Hawaiian Homes Commission
91-5420 Kapolei Parkway
Kapolei, HI 96707

Subject: Concerns and Proposed Amendments Regarding NHGS Sublease Agreements
(John Jackie Kalua'u)

Aloha Chairman and Commissioners,

My name is Garry Kaawa, and I am a Native Hawaiian beneficiary currently participating in the Kama'oa-Pu'ueo pasture program in Ka'u. I am writing to raise serious concerns about the sublease agreements and related proposals being administered by Mr. John Kalua'u through Native Hawaiian General Services (NHGS). These agreements, including the "Application for Right of Entry Access Road" and the "Terms and Conditions" document dated May 12, 2025, appear to operate without DHHL's direct approval or oversight, despite involving Department lands and Native Hawaiian beneficiaries.

After careful review of the documents, we submit the following concerns and propose specific amendments to promote fairness, transparency, and alignment with DHHL's mission empowering beneficiaries through equitable land use.

1. Lack of DHHL and Accountability

Concerns: Agreements are administered solely by NHGS without DHHL co-signature or verification, raising questions of legality and transparency.

Proposed Amendments:

- Require all sublease agreements to be reviewed and approved by DHHL policies.

- Conduct an independent review of existing agreements to ensure compliance with DHHL policies.

2. Unilateral Enforcement and Lack of Due Process

Concerns: NHGS can revoke access or terminate sublease at any time without cause, appeal process, or notice.

Proposed Amendments:

- Establish due process protections, including written notice and opportunity to cure before termination.
- Create a formal dispute resolution process with neutral mediation or DHHL involvement.

3. Undefined and Unregulated Financial Obligations

Concerns: Sublessees are charged for rent, insurance, road maintenance, and water without financial transparency or limits.

Proposed Amendments:

- Require NHGS to submit annual financial statements to sublessees and DHHL.
- Cap fees increase unless supported by documented costs and approved through DHHL or third-party review.

4. No Protection for Sublessees Investments

Concerns: Sublessees are required to invest in infrastructure (e.g., fencing, water lines) but risk losing access without compensation if terminated.

Proposed Amendments:

- Include reimbursements clauses or fair-use timelines for sublessee investments.
- Prohibit termination without cause or compensation once substantial improvements have been made.

5. Water Access and Responsibility

Concerns: NHGS can shut off water service without notice and holds sublessees responsible for leaks and vague liability.

Proposed Amendments:

- Require a minimum of 5 business days' written notice before water shut-offs, except in emergencies.
- Clearly define "Negligence" and limit damage charges to actual verified costs.

6. Residential Restrictions Without Flexibility

Concerns: Agreements ban any residential use, even temporary stays for operational purposes such as calving or emergencies.

Proposed Amendments:

- Permit temporary stays during urgent ranching needs with prior notice to NHGS or DHHL
- Clarifying residential restrictions to allow reasonable, defined exceptions.

7. Absences of Grievance Process and Collective Representation

Concerns: There is no structured mechanism for grievance resolution, and beneficiaries have no collective voice in land management decisions.

Proposed Amendments:

- Create a sublessees advisory committee to represent rancher concerns and provide feedback on NHGS operations.
- Require DHHL or a Third Party to audit NHGS annually and report findings to all stakeholders.

8. Misalignment with DHHL's Mission

Concerns: The Current structure discourages long-term investments, creates instability, and concentrates authority in the hands of one private entity.

Proposed Amendments:

- Redesign the sublease program to align with the Hawaiian Homes Commission Act by centering beneficiary rights, shared governance and land stewardship.

9. Proposed Transition to Direct Beneficiary Leases and Community Infrastructure Management.

Concerns: The current arrangement concentrates land control under a third-party intermediary (NHGS), limiting beneficiaries' autonomy and increasing vulnerability to arbitrary rules and fees.

Proposed Amendments:

- Transition from sublease agreements under NHGS to individual pastoral leases or licenses issued directly by DHHL to qualified beneficiaries.
- Establish a nonprofit or cooperative made up by lessees to collectively manage shared infrastructure such as a water system, fencing corridors and roadways subject to DHHL standards and oversight.
- Allocate administrative support or technical assistance from DHHL to help beneficiaries organize, form, or strength such nonprofit entities.

Rationale:

This model increase accountability, ensures direct relationship and communication between beneficiaries and DHHL, and honors the intent of the Hawaiian Homes Commission Act to empower Native Hawaiians with land ownership and stewardship. It also ensures that infrastructure serving multiple lessees is maintained fairly and sustainably by a community-based organization- not a private individual, LLC, or third party.

Request for DHHL Action:

We respectfully urge DHHL and the Hawaiian Homes Commission to :

- Review the legality and fairness of current NHGS-issued agreements.
- Require future sublease documents involving DHHL land to be co-developed, reviewed, and approved by DHHL
- Review proposal of individual pastoral lease options.
- Ensure transparency, due process, fair representation and beneficiary input in all agreements.
- Engage directly with the Ka'u Ranching community to co-create more equitable frameworks for land use, lease managements, and long-term planning.

We Mahalo the Commission for your dedication to Native Hawaiian beneficiaries and humbly submit these recommendations in the spirit of aloha 'āina, transparency, and community empowerment.

Me ka ha'aha'a,

Garry Kaawa
Native Hawaiian Beneficiary

Note:

Per Mr. John (Jackie) Kalua'u and his documentation Native Hawaiian General Services is a LLC.

From our understanding after talking to Mr. Jeremiah awhile back, Native Hawaiian General Services is a non profit and that is how he acquired the 5000 acres down south point. If we wanted to try and collectively with other lessees to get the ROE that is what we would have to do as well.

But also per the DCCA (please refer to documentation), Native Hawaiian General Services is a Domestic Non Profit Corporation, incorporation date Jan. 26, 2004. The downloaded date as of May 17, 2025. With that being said Chapter 414D, Hawaii Revised Statutes states within a Domestic Nonprofit Corporation and I quote....."All books and records of a corporation may be inspected by any member or member's agent or attorney, for any proper purpose at any reasonable time."

Please see documentation for further explanations and or information.

DCCA State of Hawaii

Downloaded on May 17, 2025.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.
Website URL:

Business Information

MASTER NAME	NATIVE HAWAIIAN GENERAL SERVICES
BUSINESS TYPE	Domestic Nonprofit Corporation
FILE NUMBER	206939 D2
STATUS	Active
PURPOSE	LEASE PASTORAL LAND
ORGANIZED IN	Hawaii UNITED STATES
INCORPORATION DATE	Jan 26, 2004
MAILING ADDRESS	72-3970 HAWAII BELT RD KAILUA-KONA, Hawaii 96740 UNITED STATES
TERM	PER
AGENT NAME	JOHN P. KALUA'U
AGENT ADDRESS	72-3970 HAWAII BELT RD KAILUA-KONA, Hawaii 96740 UNITED STATES

Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2025	Feb 10, 2025	Processed
2024	Jan 9, 2024	Processed
2023	Jan 4, 2023	Processed
2022	Jan 5, 2022	Processed
2021	Feb 1, 2021	Processed
2020	Jan 19, 2020	Processed
2019	Jan 2, 2019	Processed
2018	Jan 2, 2018	Processed
2017	Mar 2, 2017	Processed
2016	Mar 16, 2016	Processed
2015	Feb 4, 2015	Processed
2014	Jan 24, 2014	Processed
2013	Nov 17, 2014	Processed
2012	Apr 10, 2012	Processed
2011	May 17, 2011	Processed
2010	Nov 10, 2010	Processed
2009	Dec 28, 2009	Processed
2008	Jan 28, 2008	Processed
2007	Jan 24, 2007	Processed
2006	Jan 27, 2009	Processed
2005	Jan 27, 2009	Processed

Officers

NAME	OFFICE	DATE
KALUA`U,JOHN P	P	Jan 1, 2015
KALUA`U,CHARLEEN K	S	Jan 1, 2015
APOLO,LUANA P K	V/T	Feb 10, 2024
JOSE,JULIA	D	Jan 1, 2025
DAVIS,MELVIN	D	Jan 1, 2015
GASPAR,EARL	D	Jan 1, 2024

www.BUSINESSREGISTRATIONS.COM

Nonrefundable Filing Fees:
Profit Corporation/LLC: \$25
Non Profit Corporation: \$10
Optional expedite fee: \$25
Archives Fee: \$1

Internet FORM ODC
0210202445920 6/2017

FILED 02/10/2024 09:28 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No.(808) 588-2727

OFFICER / DIRECTOR / MEMBER / MANAGER CHANGES

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

Re: NATIVE HAWAIIAN GENERAL SERVICES

(Name of Entity)

To Whom It May Concern:

These are the current officers/directors/members/managers for the above named entity:

Name: APOLO, LUANA P K

Title: Vice President, Treasurer

Address: 72-3970 HAWAII BELT RD, KAILUA-KONA, HI 96740 USA

Name: DAVIS, MELVIN

Title: Director

Address: PO BOX 474, NAALEHU, HI 96772 USA

Name: GASPAR, EARL

Title: Director

Address: 76-6213 PLUMERIA RD, KAILUA-KONA, KAILUA KONA, HI 96740
USA

Name: KAAPANA, RALPH

Title: Director

Address: P.O. BOX 1035, NAALEHU, HI 96772 USA

I certify under the penalties of the Hawaii Revised Statutes that I am authorized to make this change for the entity and the statements herein are true and correct in all material respects.

Signed this 10 day of FEBRUARY 2024

Sincerely,

JOHN P. KALUA'U

(Signature)

JOHN P. KALUA'U, PRESIDENT

(Print Name & Title)

FILE # 206939D2

Addendum

These are the current officers/directors/members/managers for the above named entity:

Name: KALUA`U, CHARLEEN K

Title: Secretary

Address: 72-3970 HAWAII BELT RD, KAILUA-KONA, HI 96740 USA

Name: KALUA`U, JOHN P

Title: President

Address: 72-3970 HAWAII BELT RD, KAILUA-KONA, HI 96740 USA

Nonrefundable Filing Fee: \$50.00

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division

1010 Richards Street

Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810



FILED 01/28/2004 08:53 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

ARTICLES OF INCORPORATION
(Section 414D-32, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Hawaii, certify as follows:

I

The name of the corporation shall be:

Native Hawaiian General Services

II

The mailing address of the corporation's initial principal office is:

72-3970 Hawaii Belt Road Kailua-Kona Hawaii 96740

III

The corporation shall have and continuously maintain in the State of Hawaii a registered office and a registered agent. The agent may be an individual resident of Hawaii, a domestic entity or a foreign entity authorized to transact business in the State, whose business office is identical with the registered office.

- a. The name (and state or country of incorporation, formation or organization, if applicable) of the corporation's registered agent in the State of Hawaii is:

John P. Kalua'u

(Name of Registered Agent)

(State or Country)

- b. The street address of the corporation's initial registered office in the State of Hawaii is:

72-3970 Hawaii Belt Road Kailua-Kona Hawaii 96740

01/27/200420014

IV

The name and address of each incorporator is:

Name

Address

r J.P.K.

John P. Kalua'u

72-3970 Hawaii Belt Road, Kailua-Kona, HI 96740

V.

Please check one:

☐

The corporation has members.

☒

The corporation has no members.

VI

The corporation is nonprofit in nature and shall not authorize or issue shares of stock. No dividends shall be paid and no part of the income or profit of the corporation shall be distributed to its members, directors, or officers, except for services actually rendered to the corporation, and except upon liquidation of its property in case of corporate dissolution.

The undersigned certifies under the penalties of Section 414D-12, Hawaii Revised Statutes, that the undersigned has read the above statements and that the same are true and correct.

Signed this 23 day of January, 2004

John P. Kalua'u

(Type/Print Name of Incorporator)

(Type/Print Name of Incorporator)

John P. Kalua'u

(Signature of Incorporator)

(Signature of Incorporator)

SEE INSTRUCTIONS PAGE. The articles must be signed by at least one individual (incorporator).

01/27/200420014

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 586-2727

INFORMATION FOR DOMESTIC NONPROFIT CORPORATIONS

Chapter 414D, Hawaii Revised Statutes

Books and Records

Section 414D-301 provides that each corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members, board of directors, and any committee having any of the authority of the board of directors. Each corporation shall keep at its principal office in this State, a record of the names and addresses of its members entitled to vote. All books and records of a corporation may be inspected by any member or member's agent or attorney, for any proper purpose at any reasonable time.

Bylaws

Section 414D-36 provides that the initial bylaws shall be adopted by the incorporators or the board of directors. The bylaws may contain any provision for managing the corporation's affairs that is not inconsistent with the laws or the Articles of Incorporation.

Registered Office/Registered Agent Change

Section 414D-71 provides that each domestic corporation shall have and continuously maintain in this State a registered agent who has a business address in this State. The registered agent shall be either an individual residing in this State or a domestic or foreign entity authorized to transact business in this State.

Section 414D-72 provides that a domestic corporation may change its registered agent or registered agent's name, business address, or its type or jurisdiction of organization by delivering to the department director for filing a statement of change setting forth the particulars required by this section.

Section 414D-73 provides that any registered agent in this State appointed by a domestic corporation may resign as the registered agent by signing and delivering a statement of resignation to the department director for filing. The registered agent shall promptly furnish the represented entity notice in a record of the date on which a statement of resignation was filed. The statement of resignation takes effect on the earlier of the thirty-first day after the day on which it is filed or the appointment of a new registered agent for the represented entity.

Public Benefit Corporations

Public benefit corporations must give the attorney general written notice that it intends to dissolve before the filing of the articles of dissolution. The plan of dissolution must accompany the written notice.

§414D-14 Definitions. "Public benefit corporation" means any corporation designated by statute as a public benefit corporation, or any corporation that is recognized as exempt under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or that is organized for public or charitable purposes and upon dissolution must distribute its assets to a public benefit corporation, the United States, a state, or a person recognized as exempt under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

SEE REVERSE SIDE FOR MORE INFORMATION.

"§414D-233 Notice to the attorney general of intention to dissolve. (a) A public benefit corporation shall give the attorney general written notice that it intends to dissolve before the time it delivers the articles of dissolution to the department director. The notice shall include a copy or summary of the plan of dissolution.
(b) No assets shall be transferred or conveyed by a public benefit corporation as part of the dissolution process until twenty days after it has given the written notice required by subsection (a) to the attorney general or until the attorney general has consented in writing to the dissolution, or indicated in writing that the attorney general will take no action in respect to, the transfer or conveyance, whichever is earlier.
(c) When all or substantially all of the assets of a public benefit corporation have been transferred or conveyed following approval of dissolution, the board shall deliver to the attorney general a list showing those (other than creditors) to whom the assets were transferred or conveyed. The list shall indicate the addresses of each person (other than creditors) who received assets and indicate what assets each received.

Annual Report

Section 414D-308 provides that an annual report shall be filed within the time periods prescribed in subsections (c) and (d) that read as follows:

- (c) Notwithstanding any other provision of this chapter to the contrary, annual reports reflecting the period from January 1, 2002, through December 31, 2002, that would otherwise be required, may be voluntarily filed with the department director if the annual report complies with the requirements of this section.
- (d) Effective January 1, 2003, for a domestic or foreign corporation whose date of incorporation or registration in this State falls between:
- (1) January 1 and March 31, an annual report shall be filed on or before March 31 of each year and shall reflect the state of the corporation's affairs as of January 1 of the year when filed;
 - (2) April 1 and June 30, an annual report shall be filed on or before June 30 of each year and shall reflect the state of the corporation's affairs as of April 1 of the year when filed;
 - (3) July 1 and September 30, an annual report shall be filed on or before September 30 of each year and shall reflect the state of the corporation's affairs as of July 1 of the year when filed; and
 - (4) October 1 and December 31, an annual report shall be filed on or before December 31 of each year and shall reflect the state of the corporation's affairs as of October 1 of the year when filed;

provided that if a domestic or foreign corporation is incorporated or registered in the same year in which the annual report is due, the domestic or foreign corporation shall not be required to file an annual report for that year. Thereafter, the domestic or foreign corporation shall comply with the requirements of this section.

A \$5.00 fee must be paid upon filing of the report.

Reminders will be mailed to every corporation each year, and in order to assure receipt of the same, this department shall be notified in writing of any change of address. The address change notification must be signed by a corporate officer and his corporate title must be stated below his signature.

If the annual report is not filed for a period of two years, the corporation may be dissolved involuntarily by the director pursuant to Section 414D-248.

For any questions call (808) 586-2727. Neighbor islands may call the following numbers followed by 6-2727 and the # sign:

Kauai 274-3141; Maui 984-2400; Hawaii 974-4000, Lanai & Molokai 1-800-468-4644 (toll free).

Fax: (808) 586-2733

Email Address: breg@dcca.hawaii.gov

ALL BUSINESS REGISTRATION FILINGS ARE OPEN TO PUBLIC INSPECTION. (SECTION 92F-11, HRS)

Aloha mai kakou e Na Hawaiian Homes Commissioners,

On behalf of the Maui beneficiary organization, Pa`upena Community Development corporation, or CDC, I am board member Kekoa Enomoto greeting you from Pompano Beach, FL. I am on an eight-day swing through Florida while accompanying my daughter Lehua Enomoto, a Wisconsin collegiate woman's volleyball coach, recruiting prospective players in Orlando. And we are visiting my 31-year-old nephew, Kody Kekoa, a U.S. Coast Guard rescue-and-instructional pilot at Fort Lauderdale.

Today I would like to advocate on three topics: (1) Pa`upena's Right Of Entry pre-application to 646 Central Maui homelands acres; (2) DHHL's new agricultural-program specialist, and (3) an invitation to the 7/17/25 Maui/Lana`i/O`ahu Moku-puni Council meeting via Zoom.

Concerning Pa`upena's ROE pre-application to 646 Pulehunui South homelands acres in Central Maui: The CDC submitted a non-homesteading land-use pre-application 11/14/24 to DHHL Land Management Division, or LMD. The division's 90-day response period (with any questions/concerns) passed on/about 3/19/25, three months ago.

Pa`upena seeks a Hawaiian Homes Commission vote on its ROE pre-application at the commission's 10/20/25 meeting on Maui. I feel this is a feasible expectation after an 11-month period.

Nevertheless, I received a 5/14/25 email from LMD Maui land agent Shelly Carreira indicating DHHL has "high-priority projects related to homestead development and homestead-lease awards that take precedence.

"We appreciate Pa`upena CD and the (Pulehunui Hawaiian Homestead) association's interest in the parcel. However, items and processes need to be completed," she said.

63,000 acres of Hawaiian Homes land inventory being permitted to non-beneficiary entities, notwithstanding, I respectfully request that LMD elevate the priority assigned to my beneficiary organization's land-use request.

At the SCHHA annual conference earlier this month, I had the pleasure of meeting new DHHL ag-program specialist Lehuana Abrigo, a Kapolei lessee. I will invite her to be introduced at this month's Maui/Lana`i/O`ahu Moku-puni Council meeting.

And in this context, I invite all of our Hawaiian Homes Commissioners, especially Maui Commissioner Archie Kālepa, to the July 17 Moku-puni session; the Zoom link is at website Paupena.org

Happy 104th anniversary of the Hawaiian Homes Commission Act federal trust that the U.S. Senate ratified and President Warren Harding signed into law 7/9/1921.

From: [Robin Kealiinohomoku](#)
To: [Burrows-Nuuanu, Leatrice W](#)
Subject: Re: [EXTERNAL] J-Agenda
Date: Friday, May 9, 2025 10:43:46 PM
Attachments: [image002.png](#)

J-6

Aloha Leah,

If I could, yes, please put me down for the June meeting.

Mahalo nui!

Robin Leihuanani Kealiinohomoku

On Thu, May 8, 2025 at 7:52 PM Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov> wrote:

J-7

Sent: Monday, June 2, 2025 6:10 PM

To: Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>

Cc: Sam Walker <samuelwalkersr@gmail.com>; Sharleen Kahumoku
<sukahumoku@gmail.com>; imstel6@gmail.com

Subject: [EXTERNAL] Request to be placed on the J agenda

Aloha Lea,

On behalf of Laiopua CDC, I would like to be placed on the J agenda for the next DHHL Commission meeting Mon June 17th

Please be advised that we are assisting Diana L Kama, residing at 74-301 Nuhi Pl Kailua Kona.at Villages of Laiopua. Mrs Kama is requesting to be placed on the J agenda too.

We appreciate your consideration in this matter.

Mahalo Nui

Bo KAHUI

Laiopua CDC

Diana Lokelani Kama

74-301 Nuhi Pl
Kailua-Kona, HI 96740
(808) 339-5858
imstel6@gmail.com

June 6, 2025

Kali Watson & Commissioners of Department of Hawaiian Home Lands

91-5420 Kapolei Parkway
Kapolei, HI 96707
(808) 620-9500
leatrice.w.burrows-nuuanu@hawaii.gov

To Whom It May Concern,

Aloha. My name is Diana Lokelani Kama. I'm here to testify to the final wishes of my late husband, Rupert Noah Kama Jr., deceased owner of La'i Opuu, lot #47, located at 74-301 Nuhi Pl., Kailua-Kona, HI 96740, whom he named Diana Lokelani Kama, his primary successor.

My late husband, Rupert Noah Kama Jr. was awarded the house in October 2020, after being on the Hawaiian Homes waiting list for 45 years. We were both overjoyed after living in a storage basement for 6 years. God had answered our prayers. We worked side by side to complete necessary repairs and renovations so that we could celebrate Christmas in our new home together. We moved in on December 20th, 2020.

Rupert and I were together for 30 years and married for 25 of those years. When my husband was awarded our home he was in remission of stage 3 lung cancer and was on disability retirement. I was working full-time with the State of Hawaii Department of Education as an Educational Assistant working with disabled children ages 3-5 years old. We were able to survive for the next 15 months after finally being awarded our home.

On February 1st, 2022, I sustained a spinal cord injury and could no longer work. Due to the injury and inability to work, I applied for and qualified for medicaid and COVID-19 emergency funds. In order to navigate this financial hardship, we used all our savings just to stay afloat.

In early 2023, we were notified by Medicaid that the COVID-19 emergency program had ended and we no longer qualified for assistance. We were told that my husband's income exceeded the qualifying limit. We inquired on what we needed to do to qualify for assistance. We were told that if we were no longer attached on paper, we would be able to get some assistance. Due to

our hardships we decided to file for an uncontested divorce on September 18th, 2023. This was finalized in November 2023. During which time he left me the house located on lot #47 as stated in our divorce decree.

Soon after, I was approved to receive medical assistance, financial disability, as well as SNAP benefits. This helped us a lot. During this whole time we were never separated and remained as a married couple except on paper. We stayed together and continued to do everything together.

In March 2024, we discovered that my husband's cancer had come back aggressively and was now at stage 4. He told me that whatever happens to him the house is mine. He flew to California in June 2024 to seek any potential treatment options. He was admitted to San Diego Jacobs Center on June 17th. In July he reminded me that the house is mine. My husband passed away on August 4th, 2024.

I'm here today pleading with you because my husband waited 45 years for our home and I'm kindly requesting a contested case hearing. When we repaired our home he was disabled and 2 years later I became disabled. We equally shared any and all financial expenses for our home. We went through hardships both physically and financially but we did what we needed to, together so that we could survive those hardships.

My husband named me primary successor on his lease, but James Dupont stated that I don't qualify as a successor because at the time of his death, there was the divorce decree. However, the divorce decree stipulates that the house is mine. Please help me to understand how only part of a divorce decree is legally bound, but the part that says the house is mine is completely ignored. I'm here asking you for help in fulfilling my husband's last wishes, which is for me to own and reside in our home, we created together, located on lot #47 at 74-301 Nuhi Pl, Kailua-Kona, HI 96740.

Although our home is not the same without my husband, I have stayed in our home and have been consistent with the financial responsibilities of our home to this day. Per my husband's wishes. Please find it in your hearts to consider my plea. Thank you for your time and your consideration.

Mahalo,

Diana Lokelani Kama