

STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

October 9, 2020

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Land Board Members:

SUBJECT: INFORMATIONAL ONLY. SUBMISSION OF ANNUAL REPORT OF
ACTIVITIES, CONDUCTED BY HIKA'ALANI AT THE
REINTERMENT SITE AT WAI'AUIA, KAILUA, OAHU, TAX MAP
KEY: (1) 4-2-016:002

APPLICANT:

None

LEGAL REFERENCE:

None

LOCATION:

Portion of State of Hawaii lands situated at Wai'auia, Kailua, O'ahu, identified by Tax
Map Key (TMK): (1) 4-2-016:002

AREA:

One (1) acre, more or less.

ZONING:

State Land Use District: Urban
City & County of Honolulu LUO: P-2 (Preservation) and R-5 (Residential)

TRUST AND LAND STATUS:

Acquired after Statehood, i.e. non-ceded.

DHHL 30% entitlement lands pursuant to the Hawai'i State Constitution: No

CURRENT USE STATUS:

Encumbered by Governor's Executive Order No. 4128 setting aside to the Division of Forestry and Wildlife (DOFAW) as an addition to Kawainui Marsh.

INTRODUCTION

On October 16th, 2019 the Board of Land and Natural Resources (BLNR) and the 501 (c)(3) community-based non-profit organization, Hika'alani entered into a Memorandum of Understanding (Exhibit A) to care for the reinterment site at Wai'auia. Authority to sign on behalf of the Board, was delegated to Chairperson Suzanne Case, at the August 9th, 2019 Board Meeting (Exhibit B)

BACKGROUND

As outlined in the MOU, the responsibilities are as follows:

I. The Board's Responsibilities:

- A. The Board will provide access, a point of contact to coordinate activities, and public support of the efforts of Hika'alani to manage and maintain the Wai'auia Reinterment Site.*
- B. The Board's financial obligation and commitment to make payments or reimbursements of any kind under this Agreement shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of Land and Natural Resources to make such payment or reimbursement.*

II. Hika'alani Responsibilities:

- A. Hika'alani will manage, maintain, and care for the Wai'auia Reinterment Site.*
- B. Hika'alani's management, maintenance, and care will include, but will not be limited to, maintaining and repairing the walls of the burial preserve, weeding, pruning, watering, weed-whacking, mowing, and, after consultation with and approval by DOFAW, planting and caring for native species of plants in the Wai'auia Reinterment Site.*
- C. Hika'alani will regularly report to and coordinate activities with DOFAW, Oahu Branch.*
- D. Hika'alani will submit to DOFAW a written annual report of their activities under this MOU every year by June 30.*

III. Joint Responsibilities:

- A. The Board and Hika'alani will collaborate and consult in ensuring the best possible plan for managing, maintaining, and caring for the Wai'auia Reinterment Site.*

B. DOFAW will submit to the Board a written annual report of activities by Hika'alani under this MOU and other collaborative activities by DOFAW at the Wai'auia Reinterment Site

This submittal serves to satisfy item III, B. Report is attached (Exhibit 3)

RECOMMENDATIONS:

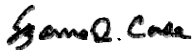
None

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources

Attachments:

Exhibit A: Signed MOU

Exhibit B: Delegation of Authority, for MOU

Exhibit C: Hika'alani 2019-2020 Report of Activities

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII BOARD OF LAND AND NATURAL RESOURCES,
AND
HIKA'ALANI

This Memorandum of Understanding, made and entered into on this 16 day of July, 2019, by and between Hika'alani, a domestic non-profit corporation, hereinafter referred to as "Hika'alani," and the State of Hawaii, by its Board of Land and Natural Resources hereinafter referred to as the "Board." Hika'alani and the Board are jointly referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to section 183D-2, Hawaii Revised Statutes (HRS) ¹ the Board is charged with the responsibility of managing and administering the wildlife and wildlife resources of the State; and

WHEREAS, pursuant to section 195D-1, HRS, the Board is charged with the responsibility of insuring "the continued perpetuation of indigenous aquatic life, wildlife, land plants and their habitats for human enjoyment, for scientific purposes and as members of ecosystems"; and

WHEREAS, Kawainui Marsh is one of the largest remaining wetlands in Hawaii, encompassing an area greater than 830 acres and serves as a critical flood control basin to protect the developed lower-lying areas of urban Kailua as well as the water quality of Kailua Bay; and moreover, the marsh's aesthetic open space is of high value to both the Windward community and the State; providing a variety of recreational and educational opportunities; and

WHEREAS, Kawainui-Hamakua Marsh Complex supports a variety of introduced and indigenous aquatic wildlife, provides important habitat for migratory bird species and four endangered species of native Hawaiian waterbirds, and the U.S. Fish and Wildlife Service has identified Kawainui-Hamakua Marsh Complex as a waterbird recovery area; and

WHEREAS, three prominent heiau (Ulup6, Pahukini, and Holomakani) and numerous significant archaeological sites are located in Kawainui, and the entire marsh has been determined to be eligible for listing in the National Register of Historic Places; and

WHEREAS, the Board is charged with the responsibility of managing the cultural resources of the Kawainui-Hamakua Marsh Complex; and

WHEREAS, the Board is charged with the responsibility of managing lands in the Kawainui-Hamakua Marsh Complex, which include Wai'auia, through the Division of Forestry and Wildlife (DOFAW); and

¹ The Hawaii Revised Statutes cited in this Agreement are in reference to the authorities and responsibilities of the Hawaii Department of Land and Natural Resources.

WHEREAS, the Board approved the construction of a burial preserve for the purpose of the reinterment of iwi kilpuna (Hawaiian ancestral remains) at Wai'auia, as shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Hika'alani is a 501 (c)(3) community-based non-profit organization founded by Hawaiian cultural leaders of Kailua, Ko'olaupoko, O'ahu, to restore cultural identity to places and practices that once defined Kailua as a land of abundance and excellence; and

WHEREAS, the mission of Hika'alani is to reestablish centers of stewardship and learning at storied places in the ahupua'a of Kailua where the community can again gather, as Hawaiians did in centuries past, to restore and revive cultural practices; and

WHEREAS, Hika'alani currently has an Agreement with the Division of State Parks, Department of Land and Natural Resources, to assist with the maintenance, management, interpretation, and restoration of park resources and facilities at Ulupo Heiau State Historical Park, and Hika'alani has proven itself to be a good steward of the seven acres comprising the Ulupo Heiau State Historical Park; and

WHEREAS, working with Kailua, Kau a Ho'oilo, a group of recognized Hawaiian cultural descendants that ensures the care and protection of iwi kilpuna of the Kailua ahupua'a, Hika'alani has taken on the responsibility of helping in the construction of and overseeing the reinterment of iwi kilpuna in a walled burial preserve at Wai'auia; and

WHEREAS, Hika'alani is committed to caring for, maintaining, and managing the specific burial preserve and a thirty-foot perimeter immediate surrounding the burial preserve, collectively called the Wai'auia Reinterment Site;

NOW, THEREFORE, the Parties agree that partnering in a cooperative effort to manage and maintain the Wai'auia Reinterment Site will be mutually beneficial and agree to the following provisions.

I. The Board's Responsibilities:

- A. The Board will provide access, a point of contact to coordinate activities, and public support of the efforts of Hika'alani to manage and maintain the Wai'auia Reinterment Site.
- B. The Board's financial obligation and commitment to make payments or reimbursements of any kind under this Agreement shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of Land and Natural Resources to make such payment or reimbursement.

II. Hika'alani Responsibilities:

- A. Hika'alani will manage, maintain, and care for the Wai'auia Reinterment Site.
- B. Hika'alani's management, maintenance, and care will include, but will not be limited to, maintaining and repairing the walls of the burial preserve, weeding, pruning, watering, weed-whacking, mowing, and, after consultation with and approval by DOFAW, planting and caring for native species of plants in the Wai'auia Reinterment Site.
- C. Hika'alani will regularly report to and coordinate activities with DOFAW, Oahu Branch.

D. Hika'alani will submit to DOFAW a written annual report of their activities under this MOU every year by June 30.

III. Joint Responsibilities:

A. The Board and Hika'alani will collaborate and consult in ensuring the best possible plan for managing, maintaining, and caring for the Wai'auia Reinterment Site.

B. DOFAW will submit to the Board a written annual report of activities by Hika'alani under this MOU and other collaborative activities by DOFAW at the Wai'auia Reinterment Site.

IV. Term, Evaluation And Modification.

A. *Term.* This Agreement is executed as of the last dated shown below which shall be the commencement date. This Agreement will remain in effect for ten (10) years after which it is renewable at the option of the Parties.

B. *Evaluation.* This Agreement may be reviewed, evaluated, and updated at any time. A record of the evaluation will be appended to the agreement.

C. *Modification.* This Agreement may be modified at any time by mutual agreement of the Parties. Modifications shall be in writing executed by the authorized officer representing Hika'alani and the Board respectively. For purposes of this modification provision, such authorized officers are Hika'alani, and the Board for all substantive changes and the Chairperson of the Board for non-substantive changes to facilitate processing such changes.

V. Termination.

Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Unless otherwise by mutual agreement, 90 days advance notice shall be provided prior to termination.

VI. Principle Contacts.

The Principle contacts for administering this Agreement are:

A. Hika'alani: Kihei Clark de Silva

Leslie Mapuana de Silva

B. State of Hawaii Department of Land and Natural Resources

Division of Forestry and Wildlife -Oahu Wildlife Program Manager

2135 Makiki Heights Drive

Honolulu, Hawaii 96822

VII. Miscellaneous Provisions.

A. *Disclaimers.* Nothing in this Agreement shall be constructed as affecting in any way the delegated authority or responsibilities of the Board of Land and Natural Resources. This

Agreement shall not supersede any agreements currently in effect between the State and Hika'alani.

B. *Additional Parties.* By Modification of this Agreement by the Parties, additional governmental, non-profit organizations, and other entities may be made party thereto on such terms and conditions as the Board and Hika'alani may agree.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the last date written below.

HIKA'ALANI

By: 

Title: Executive Director

Dated: 16 October 2019

Approved by the Board
of Land and Natural Resources
at its meeting held on
August 9, 2019.

THE STATE OF HAWAII

a.c.

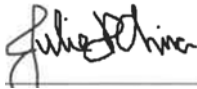
By: _____

Chairperson

Board of Land and Natural Resources

Dated: **Oct 4, 2019**

APPROVED AS TO FORM:



Deputy Attorney General

Dated: **Oct 4, 2019**

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

August 9, 2019

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Approved by the Board of
Land and Natural Resources
at its meeting held on August 9, 2019
at 11:00 AM
in Room 100
of the State Capitol
Honolulu, Hawaii

Land Board Members:

SUBJECT: REQUEST FOR DELEGATION OF AUTHORITY TO THE
CHAIRPERSON TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH HIKA'ALANI

SUMMARY

This Board Submittal requests approval to enter into a Memorandum of Understanding (MOU) to establish a written agreement for the maintenance and management of the newly constructed reinternment site located at Waiauaia, Kailua, Oahu between the Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) and Hika'alani, a 501(c)(3) nonprofit. The agreement will help the parties to manage this reinternment site including curation of currently reinterred "iwi kupuna" within the site and any future remains (iwi kupuna) that need to be repatriated.

BACKGROUND

The Oahu Division of Forestry and Wildlife and the Honolulu Board of Water Supply (BWS) entered into an agreement to allow BWS to construct a reinternment site at Waiauaia, Kailua, Oahu in 2017. The authorization to issue a right of entry permit for the project was granted by the BLNR at the meeting held on October 13, 2017. The agreement states that "DOFAW will pursue and enter into a Memorandum of Agreement with the Kailua Native Hawaiian descendant group, Kailua Kau a Ho'oilo (KKAH), for long term care of the site."

The reinternment site construction was completed in 2019, at which time, KKAH recommended to DOFAW that Hika'alani, an organization whose mission is to: "reestablish centers of stewardship and learning at storied places in the ahupua'a of Kailua....." Be tasked to care for the site. KKAH is an advisory group, who works closely with Hika'alani on matters related to reinternment.

DOFAW will continuously work with KKAH and BWS to ensure that the site is cared for properly. DOFAW will also coordinate activities, grant access, and support long term care for the site as it is an important part of Kailua's history.

RECOMMENDATIONS

That the Board:

- 1) Authorize the Chairperson to negotiate , enter and sign a Memorandum of Understanding , (draft attached) providing that the Attorney General review and approve the contents of the Memorandum of Understanding to ensure compliance with all State requirements.

Respectf d,

David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



Suzann D. Case, Chairperson
Board of Land and Natural Resources

EXHIBIT 1:

Draft MOU between the Department of Land and Natural Resources and Hika'alani

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII BOARD OF LAND AND NATURAL RESOURCES,
AND
HIKA'ALANI

This Memorandum of Understanding, made and entered into on this _____ day of _____, 2019, by and between Hika'alani, a domestic non-profit corporation, hereinafter referred to as "Hika'alani," and the State of Hawaii, by its Board of Land and Natural Resources hereinafter referred to as the "Board," Hika'alani and the Board are jointly referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to section 191, Hawaii Revised Statutes (HRS)¹, the Board is charged with the responsibility of managing and administering the land, wildlife and wildlife resources of the State; and

WHEREAS, pursuant to § 95p-1, Hawaii Board is charged with the responsibility of insuring "the continued protection of indigenous aquatic life, wildlife, land plants and their habitats for human enjoyment, for scientific purposes and as members of ecosystems."

WHEREAS, Kailua-Kona is a large, inland wetlands in Hawaii, encompassing an area of approximately 80 acres and serves as a critical flood control basin to protect the surrounding area of 16.6 miles of urban, rural as well as the water quality of Kailua-Kona Marsh; the open space is of high value to both the community and the State; providing a variety of recreational and educational opportunities; and

WHEREAS, Kawainui-Hamakua Marsh Complex supports a variety of introduced and indigenous aquatic wildlife, provides important habitat for migratory bird species and four endangered species of native Hawaiian waterbirds, and the U.S. Fish and Wildlife Service has identified Kawainui-Hamakua Marsh Complex as a waterbird recovery area; and

WHEREAS, three prominent heiau (Ulupo, Pahukini, and Holomakani) and numerous significant archaeological sites are located in Kawainui, and the entire marsh has been determined to be eligible for listing in the National Register of Historic Places; and

¹ The Hawaii Revised Statutes cited in this Agreement are in reference to the authorities and responsibilities of the Hawaii Department of Land and Natural Resources.

WHEREAS, the Board is charged with the responsibility of managing the cultural resources of the Kawainui-Hamakua Marsh Complex; and

WHEREAS, the Board is charged with the responsibility of managing lands in the Kawainui-Hamakua Marsh Complex, which include Wai'auia, through the Division of Forestry and Wildlife (DOFAW); and

WHEREAS, the Board approved the construction of a burial preserve for the purpose of the reinterment of iwi kupuna (Hawaiian ancestral remains) at Wai'auia, as shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Hika'alani is a 501(c)(3) community-based non-profit organization founded by Hawaiian cultural leaders of Kailua, Kauai, Oahu, to restore cultural identity to places and practices that once defined the islands of abundance and excellence; and

WHEREAS, the mission of Hika'alani is to reestablish central stewardship and learning at storied places in the ahupua'a of Kauai, by community again gather, as Hawaiians did in centuries past, to restore, preserve cultural practices; and

WHEREAS, Hika'alani is an agency with the Division of State Parks, Department of Land and Natural Resources, to assist with the maintenance, management, interpretation, and restoration of resources and facilities at Ulupo Heiau State Historic Site; and Hika'alani has pledged to be a good steward of the seven acres comprising the Ulupo Heiau Site; and

WHEREAS, Wai'auia, Kailua, is a Ho'ouilo, a group of recognized Hawaii; its purpose is the care and protection of iwi kupuna of the Kailua area; and Hika'alani has taken on the responsibility of helping in the construction of the interment of iwi kupuna in a walled burial preserve at Wai'auia; and

WHEREAS, Hika'alani is committed to caring for, maintaining, and managing the specific burial preserve on a thirty-foot perimeter immediately surrounding the burial preserve, collectively called the Wai'auia Reinterment Site;

NOW, THEREFORE, the Parties agree that partnering in a cooperative effort to manage and maintain the Wai'auia Reinterment Site will be mutually beneficial and agree to the following provisions.

I. The Board's Responsibilities:

1. The Board will provide access, a point of contact to coordinate activities, and public support of the efforts of Hika'alani to manage and maintain the Wai'auia Reinterment Site.

2. The Board's financial obligation and commitment to make payments or reimbursements of any kind under this Agreement shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of Land and Natural Resources to make such payment or reimbursement.

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1. Hika'alani will manage, maintain, and care for the Wai'auia Reinterment Site.
2. Hika'alani's management, maintenance, and care will include, but will not be limited to, maintaining and repairing the walls of the burial preserve, weeding, pruning, watering, weed-whacking, mowing, and, after consultation with and approval by DOFAW, planting and caring for native species of plants in the Wai'auia Reinterment Site.
3. Hika'alani will regularly report and coordinate activities with DOFAW, Oahu Branch.

III. Joint Responsibilities:

1. The Board and Hika'alani will collaborate and consult in ensuring the best possible plan for managing, maintaining, and caring for the Wai'auia Reinterment Site.

IV. Term, Evaluation And Modification.

- A. *Term*: This Agreement is executed as of the last date shown below which shall be the term of this Agreement will remain in effect for ten (10) years after which it is renewable at the option of the Parties.
- B. *Evaluation*. This Agreement may be reviewed, evaluated, and updated at any time. A record of the evaluation will be appended to the agreement.
- C. *Modification*: This Agreement may be modified at any time by mutual agreement of both Parties. Modifications shall be in writing executed by the authorized officer representing Hika'alani and the Board respectively. For purposes of this modification provision, such authorized officers are Hika'alani and the Board for all substantive changes, and the Chairperson of the Board for non-substantive changes to facilitate processing such changes.

V. Termination.

Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Unless otherwise by mutual agreement, 90 days advance notice shall be provided prior to termination.

VI. Principle Contacts.

The Principle contacts for administering this Agreement are:

A. Hika'alani

B. State of Hawaii/ Department of Land and Natural Resources
Division of Forestry and Wildlife – Oahu Wildlife Program Manager
2135 Makiki Heights Drive
Honolulu, Hawaii 96822

VII. Miscellaneous Provisions.

A. *Disclaimers.* Nothing in this Agreement shall be construed as affecting in any way the delegated authority or responsibilities of the Board of Land and Natural Resources. This Agreement shall not supersede any agreements currently in effect between the State and Hika'alani.

B. *Additional Parties.* By Modification of this Agreement by the Parties, additional governmental, non-profit organizations, and other entities may be made party thereto on such terms and conditions as the Board and Hika'alani may agree.

IN WITNESS WHEREOF, the Board of Land and Natural Resources has caused this Memorandum of Agreement to be signed by its duly authorized officers and attested by its Secretary on this _____ day of _____, 2019.

HIKA'ALANI

By: _____ Date: _____

Title: _____

* Approved by the Board of Land and Natural Resources at its meeting on:

2019

FOR THE STATE OF HAWAII,
DEPARTMENT OF LAND AND
NATURAL RESOURCES

By: _____ Date: _____

Chairperson, Board of Land and Natural
Resources

APPROVED AS TO FORM:

Deputy Attorney General

Date

KAILUA IWI KAPUNA
REINTERMENT KAWA INUI
PROJECT SITE

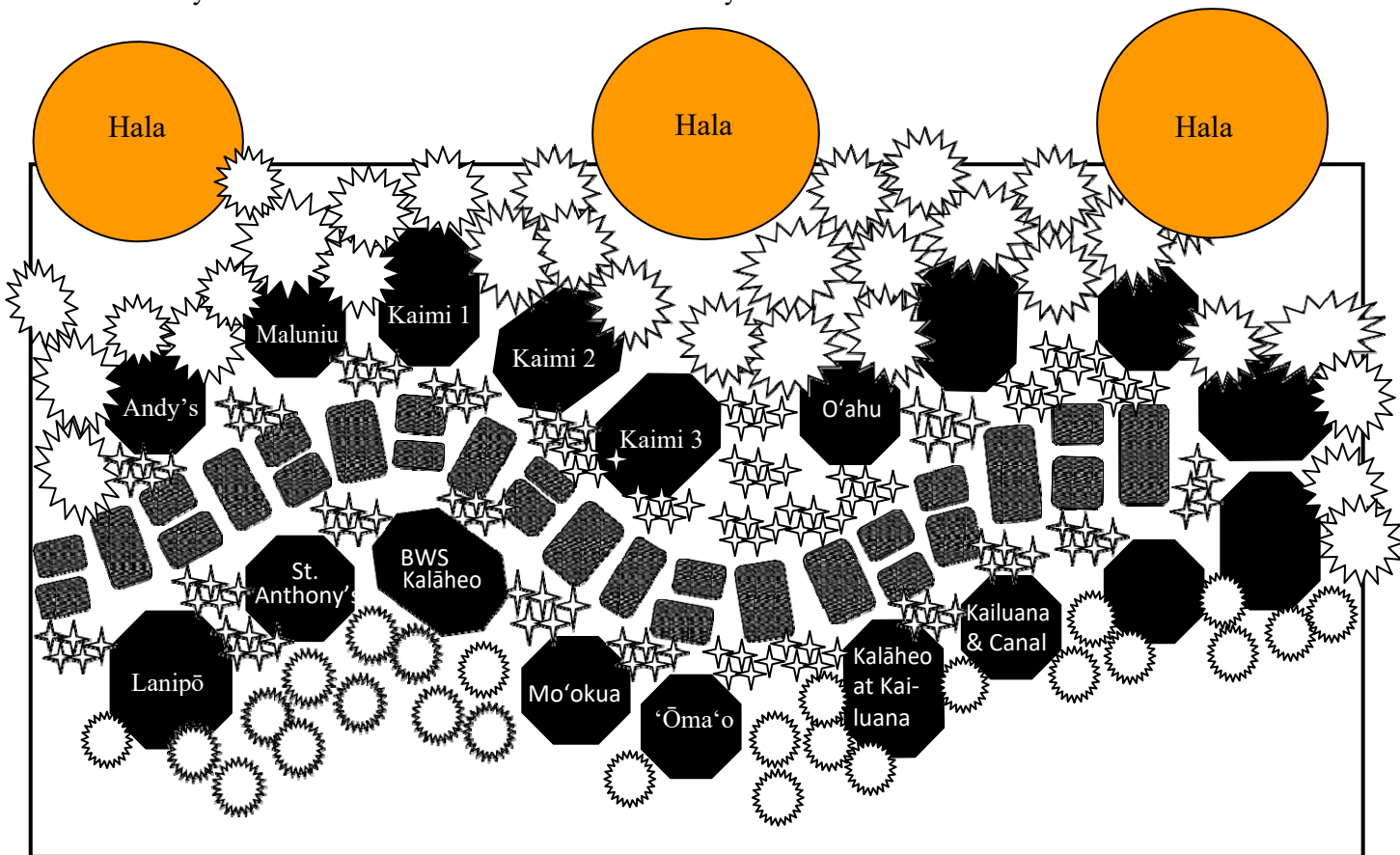


Wildlife Program annual report for MOU with Hika'alani management of
Waiaua Burial Preserve
August 2020

In January of 2019, upon completion of construction of the Waiaua Burial Preserve, Hika'alani and the Kailua Kau a Ho'oilu re-interred 'Iwi Kūpuna (ancestral remains) from the Kailua ahupua'a. Hika'alani (non-profit) had previously agreed to represent the Kailua Kau a Ho'oilu (Kailua cultural descendants) in a memorandum of understanding with the State of Hawai'i Board of Land and Natural Resources to manage and maintain the site.

Waiaua Burial Preserve Proposal (conceptual drawing)

Submitted by Kīhei de Silva of Kailua Kau a Ho'oilu – May 2013



40'

Build on 2' berm, soft slope, flat top.

Pōhaku should be set 8-12" into berm to resemble the vertebrae of Hauwahine and Kahalakea, the guardian mo'o of Kawainui. Design and plantings are meant to evoke the story of Hi'iaka's encounter with these mo'o at Kawainui.

The reinternment ceremony was held in private during the early morning hours following strict protocols by Hika‘alani and the Kailua Kau a Ho‘oilō. All aspects for the design of the preserve represent significant details of cultural importance for Kailua and Kawainui.

Explanation of the Design for the Waiaua Burial Preserve

Our stepping stone pathway:

- begins in the southeast and curves northwest into the marsh. This alludes to legendary and historical paths of travel through Kailua by way of Makapu‘u/Waimānalo (Hi‘iaka, Kamehameha III, Queen Emma) and adheres to the value Hawaiians place on eastern entrances that imitate the path of the sun through the sky on its journey of enlightenment.
- curves twice before coming to a stop. This is meant as a reference to the two seas of “kai-lua” and as a visual metaphor of the cord on which our lei of pōhaku/kūpuna is strung. The curves are consistent with Hawaiian reluctance to construct enclosures with in-line entrances and exits through which “anything” can easily pass. The turn-around point at the end of the path reminds us that we cannot yet go with our kūpuna, and it requires us to close the circle of arrival and departure – an act symbolic of sun-cycle, life-cycle, and lei aloha.

The alignment of pōhaku in two rows, one on each side of this curved pathway is meant to suggest:

- the mo‘o (vertebrae) of the two guardian mo‘o of Kailua – Hauwahine and Kahalakea – as they emerge from Kawainui to watch over the iwi of our preserve.
- the ‘iwa (giant frigate birds) that are another manifestation of the mo‘o as described in the legend of Hi‘iaka’s passage through Kailua: she sees the mo‘o bathing in Kawainui in the form of beautiful women; when she chants to them, they change into soaring birds.

Our iwi kūpuna are placed:

- in concrete utility boxes (like those used with our KTC III burials)
- 3’6” beneath the surface of a 2’ berm and marked by pōhaku of two sizes – 2’ pōhaku for the 7 smaller bundles of bone fragments (Andy’s, St. Anthony’s, Maluniu, Mo‘okua, ‘Ōma‘o, O‘ahu, and Kailuana/Canal); 3’ pōhaku for the 1 large bundle of fragments (BWS Kalāheo) and the 5 sets of mostly complete remains (Lanipō; Kaimi 1, 2, 3; Kalāheo at Kailuana).
- in approximately the same geographic sequence as that in which they were found. Thus our kupuna from Lanipō, the southeastern-most of the burials, occupies the southeastern corner of the preserve. The reinterments follow in southeast to northwest succession; those found near the ocean are reinterred ma kai of our stepping stone pathway; those found in more inland locations are reinterred ma uka of the path.

We have included five unassigned pōhaku at the end of pathway should the need for additional reinternment arise. There is also room for more pōhaku along the inner curve of the preserve.

Our native plants and their symbolism:

- Three **pūhala** trees are planted on the ma uka (west-facing) perimeter of the preserve. West is the direction of sunset and passing – of “hala.” Hala is also symbolic of deep-rootedness and, therefore, permanence – something we intend to guarantee our reinterred iwi. Finally, our three hala trees constitute a small ulu hala (hala grove) reminiscent of the once-famous hala grove on the banks of Ka‘elepulu Stream, home of Kahalakea, the guardian mo‘o of the area.
- ‘Akia is a low-growing, laterally-spreading shrub. We plant it between our pōhaku and the western length of the preserve as a deterrent to public access from that direction. ‘Akia does not have the positive symbolic connotations of the other plants on our preserve; its roots, branches, and leaves were used to stun/stupify fish; its literal meaning is “to ferment, very sour, as poi.” It is planted, then as

guardian and defender, and as a reminder of the hurt involved in disinterring our kūpuna and leaving them out for so long in temporary curation.

- The creeping **pā‘ū o Hi‘iaka** is planted intermittently along our stepping-stone pathway as a reminder of Hi‘iaka’s journey through Kailua, the only district, in all her travels, where she finds a surfeit of peace, prosperity, and love. Pā‘ū o Hi‘iaka symbolizes shelter; when the infant Hi‘iaka was left sleeping on the Puna shoreline, the plant immediately grew over her to provide relief from the heat of the sun.
- The low-growing **‘ilima papa** (also called ‘ilima kū kahakai) is planted between our pōhaku and the eastern length of the preserve as an adornment for our iwi kūpuna and the mo‘o who guard them. When Hi‘iaka encounters Hauwahine and Kahalakea at Kawainui, they take the form of beautiful, long-haired women wearing lei po‘o of yellow-gold ‘ilima blossoms.

The outplanting of these native plants took place soon after the ceremony and the care and maintenance began with daily watering for several months thereafter. Members of Hika`alani, Halau Mohala `Ilima and Kailua Kau a Ho`oilo assisted in the outplanting. Kihei de Silva has been the primary caretaker and has been doing the bulk of the work. Below is a table of plants installed.

Plant	#
Ilie`e (<i>plumbago zeylanica</i>)	60
Pohinahina (<i>vitex rotundafolia</i>)	60
`Akia (<i>wikstroemia uva-ursi</i>)	60
Hala (<i>pandanus tectorius</i>)	3
Pili (<i>heteropogon contortus</i>)	20 clumps

Plants not included in this table will be propagated and outplanted as space becomes available. All plants will be maintained as they survive but replaced if they don’t. The watering of plants is crucial to their success and as of now Kihei has been hauling water to the site.



View of Waiaua Burial Preserve facing south.
Pili grass clumps surround the structure.



View of Waiaua Burial preserve facing west. Notice entrance to the preserve is located on the eastern side. Kawainui lies beyond the structure.

The location of the preserve is located at the entrance to Kailua town. It is in view of anyone who drives, walks or rides their bikes past it and attracts public attention. During its first year of existence it has been vandalized three times. The first incident happened when vandals ripped out several plants within the site. The photo above shows ilie'e, pohinahina and `akia as survivors. The clumps of pili grass surround the outside perimeter of the structure.

The second act of vandalism occurred to the structure itself. Several loose rocks that were dry stacked were removed. Repair was immediately done. As of this report no other acts of vandalism have been noticed.

The third act of vandalism happened in October of 2019 during halloween. Someone had mutilated one of the hala trees. Kihei was able to prune the the damaged parts of the tree.



View of burial preserve facing north. Hala trees were planted on the outside of the structure.

This area of Kawainui is known for its houseless occupants who live in the surrounding areas and congregate at Waiauia during various times of the day. Kihei has gotten to know many of these individuals and has had positive conversations with them. They profess to “keeping watch” over the site and Kihei takes them at their word. The State DLNR has had efforts to remove houseless camps and the debris associated with their camps from across the street at Puu O Ehu with the hope that it would help relocate, with the help of social service agencies, the houseless population. Halau Mohala Ilima has also used the area to practice hula but there are too many prickly plants that make it impossible to dance in barefeet. It is thought that with increased public use it would deter unwanted activities from taking place. DOFAW will continue to work with the community to make it a safe place.



View of the interior of the preserve. Notice the pōhaku (stones) place to resemble the backbone of the Mo'o and 'iwa and the pathway retracing the steps of legendary and historical figures.

The presence of the burial preserve has been a positive influence for the community of Kailua. It is the continuation of the return of cultural practice at Kawainui and signifies the decades old search for a final resting place of these 'Iwi Kūpuna. Although it is not identified with signage due to the nature of its inhabitants Kihei's presence or the presence of a caretaker helps interpret the site and brings a new found respect that we hope we can reinstalled the sacred and culturally significant place Kawainui has in the Hawaiian culture.

