

From: [Jody Bright](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Hawaii Big Game Fishing Club, Inc. Testimony June 23, 2023 BLNR Meeting
Date: Tuesday, June 20, 2023 11:05:21 AM
Attachments: [HBGFC.com svc agreement 041621.pdf](#)
[Jody Bright - Community Service 2021 Multiple Dates.pdf](#)

Aloha,

In relation to the June 23, 2023 BLNR Board Meeting, Agenda Item J-3, Exhibit E, Page 9:

Revocable Permit #6 - Hawaii Big Game Fishing Club, Inc. a 501(c)3 non-profit organization.

We appreciate the BLNR continuation of our Revocable Permit and we also ask The Board to *reinstate* our non-profit nominal rent pursuant to HRS 171-43.1.

As a 501(c)3 non-profit, HBGFC paid nominal rent from the late 1990's until the Great Recession when membership plummeted about 2009.

In the 2010's, HBGFC stayed afloat by renting the Club House, thinking this OK as in 1995 the Club House Permits stated it was a "Community Center for the Harbor." The IRS redetermined this activity as 501(c)4 activity. DOBOR raised the rent.

In 2019 HBGFC earned 501(c)3 status again, and immediately requested reinstatement of nominal rent pursuant to HRS 171-43.1.

HBGFC has been supplying evidence and documents to DOBOR ever since, that clearly show our a litany of community service programs relative to our Organizational Purpose - and beyond - which we outline again, herein:

- \$5,000.00 scholarship program for 2 WHEA Seniors to earn marine/ocean related college degrees
- Host other non-profits fundraising events;
- Hospice of Kona, Inc.
- HUGS Hawaii
- Keiki Come First
- Miloli'i Hipu'u Virtual Academy
- Kalanihale Charter School
- Host DLNR public outreach efforts;
- DAR non-resident fishing license meeting
- DAR False Killer Whale Outreach meetings
- Host Community Service Meetings 3 times weekly;
- Alcoholics Anonymous
- Narcotics Anonymous
- Basket Case substance abuse support group
- Sponsor Keiki Fishing Tournament produced by Hawaii Island Police Department, Kamuela
- During COVID, the County of Hawaii recognized the importance of our Community Service Programs

and granted us permission to continue to hold our community service meetings while under COVID restrictions (attached)

- Support national non-profit organization WILD OCEANS Kona Project, a marine science research project in partnership with scientists of The University of Hawaii and Pelagic Research Group of Honolulu as well as the International Game Fishing Association IGFA)
- Establish old fishing line recovery bins in partnership with Hawaii Wildlife Fund
- Member/Contributor to Marine Fish Conservation Network
- Host "Celebrations of Life" Services for the families of watermen and fishermen at nominal costs
- Host University of Hawaii and WESPAC researchers studying economic impacts of small boat fishery
- Host University of Hawaii and WESPAC researchers studying economic impacts of tournament industry
- Host JIMAR/PIFSC/WESPAC Scientist David Itano for fisheries public outreach meeting

HBGFC is run by an all volunteer board. HBGFC has no employees.

Current rent of \$1,210.10 is a staggering 61.2% of the HBGFC monthly expense budget.

Dropping that to the nominal rent enjoyed by other 501(c)3 orgs across Hawaii would reduce rent to 25.1% of the monthly expense budget, allowing more funds to be used for community service programs, keiki programs and conservation programs, per HBGFC Organizational Purpose as a 501(c)3 non-profit corporation, which is:

"The preservation and conservation of marine resources through public education, research, the promotion of sportsmanship among the youth of the community, and through participation in club activities."

HBGFC has very similar "Character Use" descriptions under Exhibit E to Hawaii Island YMCA who pay \$480.00/month, which is:

"Sailing programs, storage purposes, marine education and youth programs"

Exhibit E states HBGFC Character Use as:

"Support of fishing and boating activities, public meetings, tournaments, harbor meetings and continued support of youth groups."

With all these points in mind, we ask BLNR to continue RP # 6, great HBGFC nominal rent pursuant to HRS 171-43.1 and plan to review the HBGFC lease conversion in August, per (7) below.

To Follow is the Timeline Detail of our Request to Reinstate Nominal Rent pursuant to HRS 171-43.1:

1) MAY 24, 2019 - Then Secretary Rick Gaffney in 2019 submitted a letter to DOBOR requesting to move from a RP to a Lease and requested nominal rent.

- 2) MAY 4 2020 - DOBOR responded to this letter requesting more info.
- 3) JUNE 2020 - Jody Bright responded, now in the position of Secretary, after Mr. Gaffney stepped down. Bright wrote to Chair of BLNR, requesting a lease and nominal rent.
- 4) APRIL 13, 2021 - Richard Howard/DOBOR sent an email stating: *"If we're in agreement with respect to the rental, I can then go to the Board of Land and Natural Resources to ask for its consent to enter into a direct lease with HBGFC."*
- 5) Jody Bright responded immediately: *"Thank you for your email and some "progress" on the matter of moving the Hawaii Big Game Fishing Club into a lease."*

As we have discussed, we wish to appeal to the Board of Land and Natural Resources for reduced rent due to our community service components and other benefits the Hawaii Big Game Fishing Club provides to the community as a 501(c)3 non-profit corporation."

6) Between now and then, we have supplied a number of emails with lists and documents showing all of the various programs and partnerships HBGFC has in the community. (See below) We have also provided what other documentation DOBOR requested.

7) To that effect, I'd like to point out that the HBGFC section of Exhibit E of the agenda for the 6/23/2023 BLNR meeting on Friday June 16, 2023 is incorrect:

- *The permittee has requested a direct lease. Staff is working with harbor users to complete a master plan for the harbor. Once completed, staff will move forward with lease. (See table copied below)*

According to the email from Richard Howard below, the HBGFC section of Exhibit E it is *incorrect*, so we bring this to the attention of the board now. (See Attached)

Richard Howard confirmed therein that a HBGFC lease is not contingent on a master plan for Honokohau Harbor, and he/DOBOR Staff plan to bring the request for a lease before BLNR in August 2023.

Mahalo Nui Loa for allowing me to testify.

Jody Bright
Board Member
Hawaii Big Game Fishing Club, Inc.
(With Attachments)

Begin forwarded message:

From: "Howard, Richard T" <richard.t.howard@hawaii.gov>
Subject: RE: [EXTERNAL] Re: Letter re: BLNR meeting
Date: June 19, 2023 at 10:16:33 AM HST
To: Jody Bright <jbright@hbgfc.org>

Cc: "Kahaleua, Kimberly K" <kimberly.k.kahaleua@hawaii.gov>

Aloha Jody,

We formed the Honokohau Working Group several years ago to come up with recommendations on how to use the approximate 218 acres of vacant land adjacent to the harbor that was transferred to the Division. We are not engaging in a master plan for the existing harbor and held an informational briefing with the Board of Land and Natural Resources to determine how to move forward with converting Revocable Permits to long term dispositions. We will respond to your questions below in blue.

In our presentation to the Land Board on June 9, 2023, DOBOR outlined its proposed process to deal with converting revocable permits of 501 (c)(3) organizations to leases, which I outlined to you in our last telephone conversation.

Please let me know if you have any further questions.

Mahalo, Richard

From: Jody Bright <jbright@hbgfc.org>

Sent: Saturday, June 17, 2023 3:46 PM

To: Calleon, Candace M <candace.m.calleon@hawaii.gov>

Cc: Howard, Richard T <richard.t.howard@hawaii.gov>; Kahaleua, Kimberly K <kimberly.k.kahaleua@hawaii.gov>; Young, Carl G <carl.g.young@hawaii.gov>

Subject: [EXTERNAL] Re: Letter re: BLNR meeting

Aloha Richard,

In relation to the Hawaii Big Game Fishing Club Revocable Permit and Request For a Lease, Exhibit E for the upcoming meeting says that DOBOR "Staff is working with Harbor Users to complete a master plan for the harbor. Once completed, staff will move forward with lease." Please see copy of relevant portion of Exhibit E, below.

QUESTION 1: With whom is staff working on the above mentioned master plan? **No, we are not engaging in a master plan for the harbor.**

QUESTION 2: Is there a Estimated Time of Completion for said master plan? **N/A**

I believe that we started this process of moving toward a lease and a request for reduced rent Pursuant to HRS 171-43.1 way back in 2019.

In fact, HBGFC was offered a lease more than a year ago IF we accepted full rent as determined by an appraiser at that time; to which we responded by acknowledging our interest to accept the offer of moving to a lease - but we requested nominal rent consideration pursuant to HRS 171-43..

Since then, HBGFC has simply been awaiting our appearance date to present our case to BLNR for reduced rent for eleemosynary organizations, pursuant to HRS 171-43.1.

I don't believe that anyone currently on the Board of Directors of the Hawaii Big Game Fishing Club understood that our proposed lease *was dependent upon completion of a master plan for the harbor*. I know I did not.

Speaking for myself, I have never even heard that "harbor users" were working on a "master plan for the harbor" - and I have been working in Honokohau for 43 years and my fishing tournament company has been in operation since 1987.

Kindly clarify where we are in this process at your earliest convenience.

Mahalo!

Jody

Jody Bright
 Hawaii Big Game Fishing Club, Inc.
 Member, Board of Directors
 808.557.0908

6	Hawaii Big Game Fishing Club, Inc.	(3) 7-4-008:003 (por)	9,975	12/1/1993	5(b)	14,550.00	14,550.00	Occupy and use a portion of open unpaved land in support of fishing and boating activities, public meetings, tournaments, harbor meetings and continued support of youth groups.	<ul style="list-style-type: none"> • Rent was determined by CBRE appraisal effective 7/1/16. The rent was increased by 3% in 2023. Staff has procured a new appraisal from Brian Goto of Benevente Group and will apply the new rent as indicated by the appraisal report. • The permittee has requested a direct lease. Staff is working with harbor users to complete a master plan for the harbor. Once completed, staff will move forward with lease.
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On Jun 16, 2023, at 3:19 PM, Calleon, Candace M
candace.m.calleon@hawaii.gov wrote:

Aloha All,

This letter is to inform you about the upcoming Renewal Revocable Permit meeting that is to be held on June 23, 2023.

Should you have any questions, please don't hesitate to contact the

Property Management office.

Mahalo,

*Candace Calleon
Office Assistant III, Property Management
Department of Land & Natural Resources
Division of Boating & Ocean Recreation
4 Sand Island Access Road
Honolulu, Hawaii 96819
(808) 587-1978*

<6.16.2023 - Revocable Permit Renewal letter.pdf>



P.O Box 471
Kailua-Kona, HI 96745

Community Service Access Agreement

This agreement is between the Hawaii Big Game Fishing Club, Inc. and *The Organization* _____. This document lays out the terms and conditions under which *The Organization* can access the HBGF Club house and hold community meetings.

Due to Covid-19 and the related proclamations by Governor Ige and Mayor Kim, *The Organization* hereby agrees to strictly adhere to the crowd size and disinfecting of surfaces guidelines and regulations outlined in the most recent proclamation. Understanding that the situation with Covid-19 is fluid and the various governmental entities can change the guidelines and regulations based on conditions on the ground at any given time, ***staying current is required of The Organization - at all times.***

Until such time as the Covid-19 virus no longer poses an “official” threat to public health, the following actions must be taken before, during and after each meeting of *The Organization*.

SAFE PRACTICES

All persons shall implement the following physical distancing and sanitation requirements to the fullest extent possible.

1. Up to **twenty-five (25) persons are permitted at outdoor** social gatherings.
2. **Face Coverings Required.** All persons within Hawai'i County shall wear non-medical grade face coverings, over their nose and mouth, while in public settings.
3. **Physical distancing requirements.** All persons shall maintain a minimum of **six-feet** of physical separation from all other persons to the fullest extent possible.
4. **Persons who are sick.** Persons who are sick or are exhibiting symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, sore throat, new loss of taste or smell, congestion or runny nose, nausea or vomiting, diarrhea or any other symptoms of COVID-19 identified by the CDC will NOT be permitted on the premises.
5. **Disinfection.** As per government guidelines The Hawaii Big Game Fishing Club **requires** each Organization granted access to use the Club House to wipe down and disinfect each and every table and chair used for their meeting, prior to being put away in the lockers. The kitchen area and all surfaces must be disinfected prior to locking up. Bathroom surfaces must be disinfected prior to locking up. Door knobs and handles must be disinfected as you lock up. All trash and recyclables and especially cigarette ashtrays and cigarette butts must be removed from the facility.

NOTE: Each organization is required to bring their own cleaning supplies, hand sanitizer and disinfecting wipes and garbage bags. Failure to meet any of these guidelines and rules shall result in termination of the access agreement.

ACCESS FEE

During the period of time when these Emergency Rules, or any subsequent Emergency Rules are in effect, the access fee for *The Organization* _____ shall be _____ Per Access. Once Emergency Rules are no longer in effect the access fee for _____ shall be _____ Per Access. Payments are due within 7 days of each meeting.

HOLD HARMLESS

By my signature, I confirm that I represent *The Organization* identified in this agreement and confirm that I am responsible for the conduct and compliance of each individual attending each meeting. For ourselves and on behalf of our heirs, assigns, personal representatives and next of kin, we hereby release, indemnify and hold harmless Hawaii Big Game Fishing Club, Inc. and its officers, officials, agents and/or employees, other associates, sponsoring agencies, sponsors, advertisers, as well as the State of Hawaii (“Releasees”) with respect to any and all injury, disability, sickness, death, or loss or damage to person or property of anyone attending the meetings, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

TERM

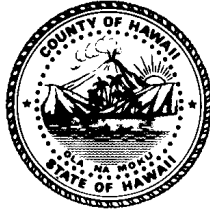
This agreement between _____ and Hawaii Big Game Fishing Club, Inc. is in effect starting on _____ and ending on _____ unless cancelled by the Hawaii Big Game Fishing Club, Inc.

The Organization requests meetings be held on the following days of the week, during the hours specified. Days: _____ Hours: _____

Organization Rep. Print Name	Signature	Date
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HBGFC, Inc Rep. Print Name	Signature	Date
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For Internal Use Only - NOTES:



Mitchell D. Roth
Mayor

Lee E. Lord
Managing Director

Robert H. Command
Deputy Managing Director

Talmadge J. Magno
Civil Defense Administrator

County of Hawai'i
CIVIL DEFENSE AGENCY
920 Ululani Street • Hilo, Hawai'i 96720-3958
(808) 935-0031 • Fax (808) 935-6460

SPECIAL EVENT REQUEST APPROVAL

Aloha Jody,

This letter serves as confirmation that your request to hold the special event, Community Service Meetings: at Hawaii Big Game Fishing Club House - Kealakehe Parkway/Honokoau Harbor, Kailua-Kona HI 96740 until emergency orders are changed or eliminated has been approved. The preventive policies outlined in Emergency rule #14, Safe Practices and Gatherings must be followed during the preparation, execution, and clean-up phases of the event. Thank you for helping keep Hawai'i safe.

Mahalo,

Hawai'i County Civil Defense Agency

This is not an authorization, exemption, confirmation, or approval of any kind unless expressly stated above.

From: [Jody Bright](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Fwd: Hawaii Big Game Fishing Club, Inc. Testimony June 23, 2023 BLNR Meeting
Date: Wednesday, June 21, 2023 7:40:51 AM
Attachments: [Hawaii Big Game Club 501\(c\)3 letter.pdf](#)
[HBGFC com svc agreement 041621.pdf](#)
[Jody Bright - Community Service 2021 Multiple Dates.pdf](#)

Aloha,

Further to the Testimony below, submitted yesterday for :

In relation to the June 23, 2023 BLNR Board Meeting, Agenda Item J-3, Exhibit E, Page 9:

Revocable Permit #6 - Hawaii Big Game Fishing Club, Inc. a 501(c)3 non-profit organization.

Attached please find the IRS letter determining that the Hawaii Big Game Fishing Club, Inc. is a 501(c)3 non-profit organization as of 2019, as outlined in the testimony below.

Mahalo,

Jody Bright
HBGFC, Inc
Board Member

Begin forwarded message:

From: Jody Bright <jbright@hbgfc.org>
Subject: Hawaii Big Game Fishing Club, Inc. Testimony June 23, 2023 BLNR Meeting
Date: June 20, 2023 at 11:01:38 AM HST
To: blnr.testimony@hawaii.gov

Aloha,

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Mahalo Nui Loa for allowing me to testify.

Jody Bright
Board Member
Hawaii Big Game Fishing Club, Inc.
(With Attachments)

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From: "Howard, Richard T" <richard.t.howard@hawaii.gov>
Subject: RE: [EXTERNAL] Re: Letter re: BLNR meeting

Date: June 19, 2023 at 10:16:33 AM HST

To: Jody Bright <jbright@hbgfc.org>

Cc: "Kahaleua, Kimberly K" <kimberly.k.kahaleua@hawaii.gov>

Aloha Jody,

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Sent: Saturday, June 17, 2023 3:46 PM

To: Calleon, Candace M <candace.m.calleon@hawaii.gov>

Cc: Howard, Richard T <richard.t.howard@hawaii.gov>; Kahaleua, Kimberly K <kimberly.k.kahaleua@hawaii.gov>; Young, Carl G <carl.g.young@hawaii.gov>

Subject: [EXTERNAL] Re: Letter re: BLNR meeting

Aloha Richard,

In relation to the Hawaii Big Game Fishing Club Revocable Permit and Request For a Lease, Exhibit E for the upcoming meeting says that DOBOR "Staff is working with Harbor Users to complete a master plan for the harbor. Once completed, staff will move forward with lease." Please see copy of relevant portion of Exhibit E, below.

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Mahalo!

Jody

Jody Bright
 Hawaii Big Game Fishing Club, Inc.
 Member, Board of Directors
 808.557.0908

6	Hawaii Big Game Fishing Club, Inc.	(3) 7-4-008:003 (por)	9,975	12/1/1993	5(b)	14,550.00	14,550.00	Occupy and use a portion of open unpaved land in support of fishing and boating activities, public meetings, tournaments, harbor meetings and continued support of youth groups.	<ul style="list-style-type: none"> • Rent was determined by CBRE appraisal effective 7/1/16. The rent was increased by 3% in 2023. Staff has procured a new appraisal from Brian Goto of Benevente Group and will apply the new rent as indicated by the appraisal report. • The permittee has requested a direct lease. Staff is working with harbor users to complete a master plan for the harbor. Once completed, staff will move forward with lease.
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On Jun 16, 2023, at 3:19 PM, Calleon, Candace M
<candace.m.calleon@hawaii.gov> wrote:

Aloha All,

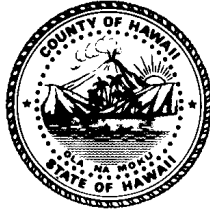
This letter is to inform you about the upcoming Renewal Revocable Permit meeting that is to be held on June 23, 2023.

Should you have any questions, please don't hesitate to contact the Property Management office.

Mahalo,

*Candace Calleon
Office Assistant III, Property Management
Department of Land & Natural Resources
Division of Boating & Ocean Recreation
4 Sand Island Access Road
Honolulu, Hawaii 96819
(808) 587-1978*

<6.16.2023 - Revocable Permit Renewal letter.pdf>



Mitchell D. Roth
Mayor

Lee E. Lord
Managing Director

Robert H. Command
Deputy Managing Director

Talmadge J. Magno
Civil Defense Administrator

County of Hawai'i
CIVIL DEFENSE AGENCY
920 Ululani Street • Hilo, Hawai'i 96720-3958
(808) 935-0031 • Fax (808) 935-6460

SPECIAL EVENT REQUEST APPROVAL

Aloha Jody,

This letter serves as confirmation that your request to hold the special event, Community Service Meetings: at Hawaii Big Game Fishing Club House - Kealakehe Parkway/Honokoau Harbor, Kailua-Kona HI 96740 until emergency orders are changed or eliminated has been approved. The preventive policies outlined in Emergency rule #14, Safe Practices and Gatherings must be followed during the preparation, execution, and clean-up phases of the event. Thank you for helping keep Hawai'i safe.

Mahalo,

Hawai'i County Civil Defense Agency

This is not an authorization, exemption, confirmation, or approval of any kind unless expressly stated above.



P.O Box 471
Kailua-Kona, HI 96745

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3. **Physical distancing requirements.** All persons shall maintain a minimum of **six-feet** of physical separation from all other persons to the fullest extent possible.
4. **Persons who are sick.** Persons who are sick or are exhibiting symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, sore throat, new loss of taste or smell, congestion or runny nose, nausea or vomiting, diarrhea or any other symptoms of COVID-19 identified by the CDC will NOT be permitted on the premises.
5. **Disinfection.** As per government guidelines The Hawaii Big Game Fishing Club **requires** each Organization granted access to use the Club House to wipe down and disinfect each and every table and chair used for their meeting, prior to being put away in the lockers. The kitchen area and all surfaces must be disinfected prior to locking up. Bathroom surfaces must be disinfected prior to locking up. Door knobs and handles must be disinfected as you lock up. All trash and recyclables and especially cigarette ashtrays and cigarette butts must be removed from the facility.

NOTE: Each organization is required to bring their own cleaning supplies, hand sanitizer and disinfecting wipes and garbage bags. Failure to meet any of these guidelines and rules shall result in termination of the access agreement.

ACCESS FEE

During the period of time when these Emergency Rules, or any subsequent Emergency Rules are in effect, the access fee for *The Organization* _____ shall be _____ Per Access. Once Emergency Rules are no longer in effect the access fee for _____ shall be _____ Per Access. Payments are due within 7 days of each meeting.

HOLD HARMLESS

By my signature, I confirm that I represent *The Organization* identified in this agreement and confirm that I am responsible for the conduct and compliance of each individual attending each meeting. For ourselves and on behalf of our heirs, assigns, personal representatives and next of kin, we hereby release, indemnify and hold harmless Hawaii Big Game Fishing Club, Inc. and its officers, officials, agents and/or employees, other associates, sponsoring agencies, sponsors, advertisers, as well as the State of Hawaii (“Releasees”) with respect to any and all injury, disability, sickness, death, or loss or damage to person or property of anyone attending the meetings, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

TERM

This agreement between _____ and Hawaii Big Game Fishing Club, Inc. is in effect starting on _____ and ending on _____ unless cancelled by the Hawaii Big Game Fishing Club, Inc.

The Organization requests meetings be held on the following days of the week, during the hours specified. Days:_____ Hours:_____

Organization Rep. Print Name Signature Date

HBGFC, Inc Rep. Print Name Signature Date

For Internal Use Only - NOTES:

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 01 2019**

HAWAII BIG GAME FISHING CLUB INC
74-425 KEALAKEHE PKY 9
KAILUA-KONA, HI 96745

Employer Identification Number:
99-0317614
DLN:
17053039340009
Contact Person:
BENJAMIN L DAVIS ID# 31465
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 15, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Your exemption under IRC Section 501(c)(3) is effective as of the date listed at the top of this letter. You were exempt under Section 501(c)(4) prior to this date.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,

HAWAII BIG GAME FISHING CLUB INC

which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Director, Exempt Organizations
Rulings and Agreements

RE: DLNR Meeting on Shoreline breakwater project fronting Shangri La
Meeting Date: Friday, June 23, 2023

I would like to express my sincere gratitude to the Honorable DLNR members for considering this project.

I am in strong support of the Breakwater Safety Project.

I live about 110 ft right above the Doris Duke Estate. I can see kids dangerously playing on top of the breakwater. I have also seen videos of adult-kids enjoying beer parties while diving into the sea water pool formed by the breakwater and the retaining seawalls. I am not concerned about adult-kids taking their own risks, but it always worries me that some young Hawaiian kids could jump or fall into the ocean side of the breakwater when no one is watching. These kids do not appear in the videos. The breakwater has become a dangerous "attractive nuisance" that has been magnified by the undue publicity.

Having an open and uniquely beautiful sea water diving pool in our neighborhood certainly adds value to our property. However, no amount of property value bonus is worth the life of an innocent young kid--or the enjoyment of life for the rest of their lives. For very selfish reasons, I used to secretly hope that the breakwater will stay. Shame on me!

As an immediately adjacent neighbor to the Doris Duke Estate for almost three decades, I have personally known many of it's staff members to be very friendly, caring, and down to the earth people. In addition to always being a responsible neighbor, Shangri La staffs are also very responsive to our community concerns. I am confident that the Doris Duke Foundation will competently assist our State to make this place safer and actually more enjoyable, by dismantling the breakwater and restoring the shorelines to more natural conditions.

Again, it is clear to me that the benefits of this project strongly outweigh any perceived negative impacts. I appreciate the board's consideration of the project and I thank you for prioritizing on the lives of innocent young kids.

Hawaiian Kids' Lives Matter!

Respectfully submitted

Wei-Chang Liauh
4119 Papu Circle