

From: [Lynette Hanashiro](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Testimony for Blue Water Shrimp
Date: Thursday, October 10, 2024 10:50:02 PM

Dear Board of Land and Natural Resources members:

I am writing in strong support of the Board of Land and Natural Resources granting Blue Water Shrimp a permit extension for the use of the remaining old Haul Out lot in the Ala Wai. Blue Water Shrimp supports AccesSurf, a non-profit that I have a close connection with, having a container in the lot for equipment storage and a place to park our vehicle, while allowing the remainder of the lot for public parking. Additionally, Blue Water Shrimp plans to pave the lot, greatly enhancing accessibility, which is desperately needed. Having our equipment situated close to the beach will enable us to serve more individuals throughout the year and enhance our programs.

I have been volunteering with Accessurf for over 7 years and have seen the benefit that the organization brings to individuals with disabilities. Access to the ocean and ocean related events is a barrier for many folks, and Accessurf helps individuals and their families achieve this through the monthly events. Having a site in such a central location of town would greatly increase opportunities for activities in a more central location. Many of our participants have transportation challenges and having a location in town for storage and parking would increase accessibility.

Thank you for your time and consideration in the matter of Blue Water Shrimp's permit extension.

Sincerely,
Lynette Cantere

[Sent from Yahoo Mail for iPhone](#)

From: [Kate Thompson](#)
To: [DLNR.BLNR.Testimony](#)
Cc: [DLNR.BLNR.Testimony](#); katet@me.com
Subject: [EXTERNAL] Submittal for J-1 A and B : Ala Wai Small Boat Harbor, Comments regarding the importance of public access to the harbor by providing parking and OPEN bathrooms
Date: Friday, October 11, 2024 5:51:47 AM
Attachments: [Screen Shot 2024-10-11 at 5.04.09 AM.png](#)
[image001.png](#)
[image002.png](#)
[image004.png](#)

For BLNR meeting October 11, 2024

Dear Chair Chang and Members of the Board and Land and Natural Resources,

The LAND lot in this agenda item is large and significant. It is the former boat haul-out site at the Ala Wai Small Boat Harbor and therefore, has issues with contaminants in the ground. Due to environmental concerns, Blue Water Shrimp and Pau Hana Place invested over \$200,000 of dollars in creating expensive ground decking. They also invested in railings, sturdy large white tenting and a 6 stall bathroom trailer.



The 2022 UHCDC harbor 'Vision' document shows this lot as highly gentrified, in its drawings. Maybe Division of Boating and Ocean Recreation (DOBOR) administrators will discuss the 'big plan' as shown

on the BLNR agenda for today. Please note that today's presentation was not discussed with boaters who moor their boats in the harbor prior to this meeting.



There needs to be a Master Plan for the harbor presented: including parking and public facilities such as public bathrooms.

Yet, I think, the RFP's actual 'construction project' should be for ONE LOT AT A TIME, not the whole harbor. The Honey Bee contract was a financial disaster, and the boaters have suffered the loss of the boating infrastructure, namely the boat haul-out facility and fuel dock. These boating related resources have been non-existent for 14 years ago.

I think we need to have the developer finish one construction project at a time. The land parcel in discussion today is a good parcel to start with.

Maybe DOBOR's presentation today will be for a permanent long term plan. **If the presentation today, is just a different 'short term plan', then I think Blue Water Shrimp has already shown they have community support (at BLNR meetings)**, and should be allowed to continue. If the neighborhood thinks Blue Water Shrimps is load, then they were not around when the site was boat haul-out facility, with constant high-powered boat sanding going on. Personally, I think that Blue Water Shrimp should be allowed to stay until the RFP for the lot development for the 'big picture' is fully developed.

One of the important amenities that Pau Hana Place and Blue Water Shrimp have provided is the trailerable **'bathroom house'** which is really nice and clean, that can serve several costumers (about 6 stalls).

PUBLIC BATHROOMS are important! We need to discuss DOBOR's responsibility in this area. The physical bathroom houses in the harbor are not accessible enough in terms of open hours.

There are four bathroom buildings in the 'entire' harbor: these 'brick and mortar' facilities are

hooked to the sewer system, and were part of the original design of the harbor, for good reason: people need toilets.

These are the four bathroom 'comfort stations' in the AWSBH

- 1) Single stall for each gender near the Prince Waikiki
- 2) Three stall bathroom house near the paid parking and Ilikai ramp, is FULLY locked, and even the boat owners can't get in with the 'boat owner' key FOB.
- 3) The mixed use boat owner and public bathrooms on the 400 row are usually locked, or broken.
- 4) The larger bathroom facility is on the 600-700 row of boats and near the Bowl's surf site is the most usable, but the hours are limited. The bathroom closes Monday through Thursday at 4:00 pm, which is too early. Most marina's world wide are 7 am-7 pm. The bathrooms do stay open from Friday to Monday morning, all weekend, which is overall good.

The recreational users of the Harbor want more bathroom access.

This might be expensive, but this what the million dollars a year earned from the paid parking is supposed pay for: the maintenance of the public areas, such as parking, lights, water and bathrooms.

ENFORCE HILTON CONTRACT that provides bathrooms.

How the State of Hawaii, BLNR-DLNR and the City Council contract, is subsidizing the multi-million dollar Hilton corporation by not enforcing the terms of the contract that gave half the width of the Duke Kahanamoku Road to the Hilton.

The Hilton paid a small amount of money, about 2 million, and spent similar amounts, and the accounting papers to wiped out any actual money Hilton has to pay. Hilton was supposed to gentrify the area with landscaping, build a pedestrian walkway, (but this has backfired because its far from the road, and people walk in the street), and the Hilton was to **supply PUBLIC bathrooms as an amenity and 15 reduced rate parking stalls.** This has not happened.

The 'Hilton bathrooms' were built, but they are always CLOSED. The bathrooms are camouflaged with decorative lava rock and the doors do not have bathroom signage, such as MALE or FEMALE.

Myself, and my friends, who use the harbor think the State of Hawaii needs to bring Hilton into compliance with their contract. These bathrooms should be open 7 a.m. till 7 p.m. and maintained by the Hilton.

Sure that will be a big expense (up to 100K a year) and a security 'hassle' but we, the public gave the Hilton LAND, and half the width of a public road, to Hilton so that they could build the circle entrance lane to their (then) new hotel tower.

Can you find a bathroom door in this photo?



Also, the Prince Waikiki was allowed to make a 'bus stop' for tour buses but they are using it for their Vallet parking, and the buses are waiting in the road, clogging the traffic.
Wasn't it Prince Waikiki's responsibly to maintain the Public Bathroom near the land Parcel, in question today?

The Prince did not keep to their promises to maintain that bathroom, and the door was always locked prior to the Blue Water Shrimp company took that bathroom on as a responsibility.

There are new ways to support public bathrooms such as smart phone access, and Ai based security systems.

Attached is the first four pages of contract with the Hilton. The 'amenities' are the Bathrooms. If BLNR members request a presentation by DLNR and the Attorney General staff about the Hilton contract, you will find that the bathrooms for use public were a big 'selling point' as to why the State gave the land to the Hilton.

Thank you for your concern for public access at the Ala Wai Small Boat Harbor and the beach named after Duke Kahanamoku. We truly appreciate your efforts to provide parking, public bathrooms, and following up on Public-Private contracts, to be sure the Public's resources are secured.

Sincerely,
Kate Thompson

Long Term Boat owner, with a boat moored at the Ala Wai Boat Harbor for 25 years.

808-387-0321
Katet@me.com

The Hilton Contract:

DAVID Y. IGE
GOVERNOR

HIGHWAY DESIGN BRANCH, ROOM 688A BRIDGE DESIGN SECTION, ROOM 611
CADASTRAL DESIGN SECTION, ROOM 600 HIGHWAY DESIGN SECTION, ROOM 609

HYDRAULIC DESIGN SECTION, ROOM 636 TECHNICAL DESIGN SERVICE, ROOM
688

RIGHT-OF WAY BRANCH, ROOM 691

FORD N. FUCHIGAMI
DIRECTOR

Deputy Directors JADE T. BUTAY ROSS M. HIGASHI EDWIN H. SNIFFEN DARRELL T.
YOUNG

TRAFFIC BRANCH, ROOM 602

MOTOR VEHICLE SAFETY OFFICE, ROOM 511

**STATE OF HAWAII DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION AT KAPOLEI
601 KAMOKILA BOULEVARD
KAPOLEI, HAWAII 96707**

August 5, 2016

IN REPLY REFER TO:
HWY-RM 3.91421

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

Oahu

Amend Prior Board Action of September 9, 2010, Item M-1 to Clarify the Relevant Particulars of the Subject Remnants; Authorizing the Department of Transportation to Dispose of Portion of Parcel B (AMB-1 parcel) and Dewey Lane Remnant (PR-I parcel), Honolulu-Pearl Harbor Road, Federal Aid Project No. U-44(9), Kalia Section, at Kalia, Waikiki, Honolulu, Oahu, Hawaii, Abutting Tax Map Keys (1) 2-6-009:002 & (1) 2-6-009:003

BACKGROUND:

On September 9, 2010, under agenda item M-1, the Board authorized the Department of Transportation ("DOT") to dispose two remnants, identified as Remnant Parcel AMB-1 (also known as Portion of Parcel B, Hilton Remnant Parcel, and Parcel B-2), (4,014 square feet) and PR-I (49) square feet), pursuant to 171-52, HRS, at fair market value for the reimbursement of the Federal Aid Project. A copy of the approved submittal is attached as **Exhibit 1**. As noted in the 2010 submittal, the disposition was done pursuant to the Memorandum of Agreement dated February 13, 2007 ("MOA") executed by DOT and Hilton Hawaiian Village, LLC ("HHV"). In September 2007, Hilton Hawaiian Village LLC., transferred the interest in the properties to Hilton Resort Corporation ("HRC") a Delaware corporation_

It was later determined that while DOT and Hilton intended the MOA to cover any and all remnants, the MOA did not specifically refer to the PR-I parcel. In light of this, DOT is

presenting this submittal to the Board in order to amend the prior Board action of September 9, 2010.

The MOA governs the disposition of the AMB-1 parcel. Pursuant to City Council Resolution 02-226, CDI, FD1 regarding the approval of the conceptual plan for the construction of a high rise tower and other improvements at the Hilton Hawaiian Village, Department of Planning and Permitting (DPP) required Hilton at their own expense, to construct, in accordance with and in compliance with the requirements of all applicable

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public agencies, the following; 1) improvements to Dewey Lane; 2) signalized intersection at Dewey Lane and Ala Moana Boulevard; 3) pedestrian plaza at the corner of Dewey Lane and Ala Moana Boulevard; and 4) pedestrian walkways and associated areas along Dewey Lane and around the Hilton Lagoon.

The City Council also required the Hilton to provide 15 on-site parking stalls at reduced rates for the general public use. They approved the plans based upon the general interest of the public and the public amenities proposed which would produce timely demonstrable benefits to the community and the stability, function, and overall ambiance and appearance of Waikiki.

The MOA memorialized the requirement imposed by DPP and the City Council in addition to certain understanding between Hilton and DOT related to the DOT required Waikikian roadway improvements, Ilikai Remnant Parcel, the AMB-1 parcel (Hilton Remnant Parcel), and the AMB-1 improvements desired by DOT. The AMB-1 parcel was to be conveyed to Hilton pursuant to Hawaii Revised Statute ("**HRS**") 171. The purchase price for the AMB-1 parcel was to be determined pursuant to the appraisal process as provided by HRS Chapter 171.

The parties acknowledged and Hilton agreed to maintain the AMB-1 parcel as open space for non-commercial uses to benefit the public, and the appraised value of the AMB-1 parcel is to reflect this intended use of the AMB-1 parcel.

The DOT obtained a procurement exemption from the State Procurement Office that permitted the Hilton to make improvements in the area near the Dewey Lane intersection at Ala Moana Boulevard. The DOT sought the exemption to accelerate the installation of improvements and to minimize disruption to traffic. The exemption authorized improvement work by Hilton. The MOA provided that the maximum amount that may be credited to the Hilton for the purchase price of AMB-1 parcel was \$2,241,825. Hilton incurred \$2,303,732.50 to improve the AMB-1 parcel area. The appraisal established the purchase price for AMB-1 parcel at \$405,600.

Since the MOA did not address the PR-1 parcel, Hilton will purchase the PR-1 parcel from the Department of Land and Natural Resources (DLNR) directly and will not use any of the credit

from the MOA toward the purchase of the PR-1 parcel. An appraisal, discussed below, established the purchase price for PR-1 parcel at \$5,000.00.

REMARKS:

Recently, DOT provided the conveyance document to the Department of the Attorney General ("AG") for review and approval. AG returned the conveyance document not approved as to form with issues regarding the proposed sale.

Subject Remnants

According to the MOA attached as **Exhibit 2**, the remnant identified as AMB-1 parcel is identified therein, which is a portion of the current Ala Moana Boulevard. When DOT

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requested for Board's authorization in 2010, PR-1 parcel was also included in the request. Both AMB-1 parcel and PR-1 parcel were deemed surplus to the highways needs and with a configuration and size unsuitable for development or utilization as a separate unit. DLNR has recently claimed ownership of the PR-1 parcel and has requested DOT to include the parcel PR-1 parcel as part of the Land Board submittal to approve the remnant determination and approval of the sale for PR-1 parcel. DLNR will receive the proceeds from the sale of the PR-1 parcel. The subject remnants are identified as tax map key (1) 2-6-009: abutting 002 and 003, which are owned by HRC. Accordingly, HRC will be the grantee of the proposed sale.

Appraisal

Using a DOT approved appraiser list, Hilton hired an independent appraiser to conduct a appraisal for the AMB-1 parcel and determined the fair market value for AMB-1 parcel to be \$405,600.00. Pursuant to the MOA, DOT agreed to allow HRC credit the improvement cost over AMB-1 parcel not exceeding an amount of \$2,241,825 toward the purchase price of AMB-1 parcel.

DOT appraisers have checked the appraisal according to DOT's standards for scope of work and highest and best use and found that the appraisal and methodologies are acceptable to DOT appraisal standards and requirements. DOT branch manager has approved the fair market value for AMB-1 parcel.

Hilton has also hired a independent appraiser (Sanford D. Goto), Inc.) to conduct a appraisal for the PR-1 parcel. The appraisal determined the fair market value for PR-1 parcel to be \$5,000.00. HRC will pay DLNR \$5,000.00 for PR-1 parcel.

Both the AMB-1 parcel and the PR-1 parcel are ceded lands. A MOA was entered into in 2007 which contemplated that the fee to AMB-1 parcel would be conveyed to Hilton in return for construction services provided to the State for improvements to Ala Moana Boulevard from the Ewa side of Hobron Lane to Kalakaua Avenue. The MOA further provided that Hilton could be credited up to \$2,241,825 in construction costs toward the purchase price. As stated above, a procurement exemption was obtained to permit Hilton to make these improvements on behalf of the State. The appraised value of the AMB-1 parcel is \$405,600. Hilton incurred

construction costs of \$2,303,732.50. Because the construction costs exceed the appraised value, there will be no cash transfer for the fee to AMB-1 parcel.

Further, because the AMB-1 parcel and PR-1 parcel are remnant parcels, legislative approval for the sale is not required pursuant to HRS section 171-64.7(b).

According to HRS 264, the Director of Transportation, acting alone or in cooperation with any federal, or local agency, may plan, designate, establish, regulate, vacate, alter, realign, widen, improve, maintain, and provide control access facilities for public use whenever the director is of the opinion that traffic conditions, present or future, will justify the special facilities.

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The AMB-1 parcel was part of the existing road at the time of the widening and did not use Federal funding for the acquisition of the parcel, and PR-1 parcel was also part of a existing Public right-of-way therefore no FHWA approval was required. DOT initiated the project in 2007 with the execution of the MOA, and the 2010 Board submittal seeking the Board's authorization to sell two remnants. Subject to approval of today's request, the conveyance document would be approved by AG following by the signature of the Chairperson, and the entire project will be finalized.

RECOMMENDATION: That the Board amend its prior action of September 9, 2010, item M-1 by replacing its entire Recommendation Section with the following:

1. Find that the subject land PR-1 parcel and AMB-1 parcel are economically or physically unsuitable or undesirable for development or utilization as a separate unit by reason of location, size, shape, or other characteristics and therefore, by definition is a remnant pursuant to Chapter 171, **HRS**.
2. Authorize the subject request to be applicable in the event of a change in the ownership of the abutting parcels described as Tax Map Keys: (1) 2-6-9:002 and
(1) 2-6-9:003, provided that the succeeding owner has not had a lease, permit, easement or other disposition of State lands terminated within the last five (5) years due to non-compliance with such terms and conditions.
3. Authorize the sale of the subject remnants AMB-1 parcel and PR-1 parcel to Hilton Resorts Corporation covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current deed document form, as may be amended from time to time;
 - B. Review and approval by the Department of the Attorney General; and

C. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Photos of 'smart bathrooms': we can do better at providing bathrooms at the AWSBH



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