

JOSH GREEN, M.D.
Governor

SYLVIA LUKE
Lt. Governor



WENDY GADY
Executive Director

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

HUI HO'OULU AINA MAHIAI
235 S. Beretania Street, Suite 205
Honolulu, HI 96813

Regular Meeting of the Board of Directors

Held via Teleconference with In-Person Viewing Location

January 18, 2024
9:00 a.m.

Pursuant to section 92-3.7, *Hawaii Revised Statutes*, this meeting will be held using interactive conference technology (ICT). Board members, staff, persons with business before the Board, and the public may participate remotely online using ICT, or may participate via the in-person meeting site which provides ICT.

Interested persons may submit written testimony in advance of the meeting, which will be distributed to Board members prior to the meeting. If possible, we request that testimony be received by our office not less than seventy-two hours prior to the meeting to ensure that staff has time to disseminate it and that Board members have time to review it. Written testimony may be submitted electronically to dbedt.adc@hawaii.gov or sent via U.S. Postal Service, or delivered to:

Agribusiness Development Corporation
235 S. Beretania Street, Suite 205
Honolulu, Hawaii 96813

When testifying via ICT, via telephone, or in-person, you will be asked to identify yourself and the organization you represent, if any. Each testifier will be limited to two minutes of testimony per agenda item.

The public may participate in the meeting via:

ICT: [click here to join](#)

Telephone: (669) 900-6833, Webinar ID: 838 3080 4019

In-Person: at the meeting location indicated below

ICT ACCESS

To view the meeting and provide live oral testimony, please use the link above. You will be asked to enter your name in order to access the meeting as an attendee. The Board requests that you enter your full name, but you may use a pseudonym or other identifier if you wish to remain anonymous. You will also be asked for an email address. You may fill in this field with any entry in an email format, e.g., [****@****.com](#).

As an attendee, your microphone will be automatically muted. When the Chairperson asks for public testimony, you may click the Raise Hand button found on your Zoom screen to indicate that you wish to testify about that agenda item. The Chairperson or staff will individually enable each testifier to unmute their microphone. When recognized by the Chairperson, please unmute your microphone before speaking and mute your microphone after you have finished speaking.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier will be limited to two minutes of testimony per agenda item.

TELEPHONE ACCESS

If you do not have ICT access, you may get audio-only access by calling the Telephone Number listed above.

Upon dialing the number, you will be prompted to enter the Meeting ID that is listed next to the Telephone Number above. After entering the Meeting ID, you will be asked to either enter your panelist number or wait to be admitted into the meeting. You will not have a panelist number. Please wait until you are admitted into the meeting.

When the Chairperson asks for public testimony, you may indicate you want to testify by entering “#” and then “9” on your telephone’s keypad. After entering “#” and then “9”, a voice prompt will let you know that the host of the meeting has been

Board Meeting Agenda
January 18, 2024

notified. When recognized by the Chairperson, you may unmute yourself by pressing “#” and then “6” on your telephone. A voice prompt will let you know that you are unmuted. Once you are finished speaking, please enter “#” and then “6” again to mute yourself.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier will be limited to two minutes of testimony per agenda item.

Instructions to attend State of Hawaii virtual board meetings may be found online at <https://cca.hawaii.gov/pvl/files/2020/08/State-of-Hawaii-Virtual-Board-Attendee-Instructions.pdf>.

IN-PERSON ACCESS

There will also be one meeting location, open to the public, which will have an audio-visual connection. That meeting will be held at:

State of Hawaii, Leiopapa A Kamehameha
State Office Tower Building
235 S. Beretania St., Suite 205
Honolulu, HI 96813

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier will be limited to two minutes of testimony per agenda item.

LOSS OF CONNECTIVITY

In the event of a loss of ICT connectivity, the meeting will be recessed for a period not to exceed thirty minutes to restore connectivity with all board members and the public in-person access location noted above. In the event that audio connectivity is re-established within thirty minutes without video connectivity, interested participants can access the meeting via the telephone number and Meeting ID number noted above. In the further event that connectivity is unable to be restored within thirty minutes, the meeting will be automatically continued to a date and time to be posted on the ADC website at <https://dbedt.hawaii.gov/adc/> no later than close of business the next business day. New ICT, telephone, and in-person access information will be posted on the website no less than twenty-four hours prior to the continued meeting date. Alternatively, if a decision is made to terminate the meeting, the termination will be posted on the ADC website.

SPECIAL ASSISTANCE

If you require special assistance, accommodations, modifications, auxiliary aids, or services to participate in the public meeting process, including translation or interpretation services, please contact staff at (808) 586-0186 or by email at dbedt.adc@hawaii.gov.

Please allow sufficient time for ADC staff to meet requests for special assistance, accommodations, modifications, auxiliary aids, translation, or interpretation services.

NOTE: MATERIALS FOR THIS AGENDA WILL BE AVAILABLE FOR REVIEW IN THE ADC OFFICE, 235 S. BERETANIA STREET, SUITE 205, HONOLULU, HAWAII 96813 ON AND AFTER JANUARY 12, 2024.

Agribusiness Development Corporation Non-Discrimination Statement

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and the Agribusiness Development Corporation does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected by, or oppose action prohibited by, 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Agribusiness Development Corporation's non-discrimination programs, policies, or procedures, you may contact:

Mark Takemoto
Acting Title VI Non-Discrimination Coordinator
235 S. Beretania St., Ste 205 Honolulu, HI 96813
(808) 586-0186
dbedt.adc.titlevi@hawaii.gov

If you believe that you have been discriminated against with respect to an Agribusiness Development Corporation program or activity, you may contact the Acting Non-Discrimination Coordinator identified above.

[agenda begins on following page]

AGENDA

- A. Call to Order
- B. Approval of Minutes
 - 1. Regular Session Minutes, November 16, 2023
(defer to February meeting)
 - 2. Executive Session Minutes, November 16, 2023
- C. Chairperson's Report
 - 1. None
- D. Committee Reports
 - 1. Administration Committee Report, January 16, 2024 meeting
- E. Action Items
 - 1. Request for approval to terminate lease agreement DLR-220 issued to 808 Stone, Inc., as amended, and issue notice to vacate the premises in Whitmore Village, Oahu, Hawaii, Tax Map Key (1) 7-1-002:009 (por.)
 - 2. Request for approval to terminate Revocable Permit No. RP16-05 issued to Manoa Honey Company LLC, as amended, and issue notice to vacate the premises in Whitmore Village, Oahu, Hawaii, Tax Map Key (1) 7-1-002:009 (por.)
 - 3. Request for approval to issue a license agreement to Gary Smith for 2,780 square feet of land in Kekaha, Kauai, Hawaii, Tax Map Key (4) 1-2-002:001 (por.)
 - 4. Request for approval to execute and enter into a memorandum of understanding between ADC, Hawaii Technology Development Corporation, and Natural Energy Laboratory of Hawaii Authority to encourage, support, and facilitate planning and research-related activities
 - 5. Discussion and action on public records request from Kauai County Councilperson Bill DeCosta requesting the personal email addresses of members of the ADC Board of Directors
 - 6. Discussion and action on letter from Senator Donovan Dela Cruz asking the ADC Board to waive attorney-client privilege with regards to the August 8, 2023 executive session minutes relating to the candidate interviews, discussion of executive director salary, and board selection of executive director. *The Board may go into executive session to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.*
 - 7. Discussion of Kauai Island Utility Cooperative's recent announcement regarding changes to the West Kauai Energy Project and future impacts to ADC and KAA. *The Board may go into executive session to consult*

with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.

8. Discussion regarding the status of Lease Agreement No. LE-K1201 assigned to the State of Hawaii, Department of Education. *The Board may go into executive session to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.*
9. Discussion regarding funding options for the Ohana Best settlement agreement, Civil No. 19-1-1640-10, First Circuit Court, State of Hawaii. *The Board may go into executive session to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.*
10. Update regarding a lawsuit filed by Public First Law Center. *The Board may go into executive session to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.*

F. Informational Items

1. Presentation by Dane Wicker, Deputy Director, Department of Business, Economic Development, and Tourism regarding the department's strategic plan
2. Presentation by Dana Shapiro on behalf of the Hawaii Ulu Cooperative regarding their operations and objectives
3. Meeting report for recent travel by ADC staff on January 13, 2024 to review certain properties and assets on Maui island, which was also attended by Board members Warren Watanabe, Lyle Tabata, and Jayson Watts
4. Executive Director's Report regarding project updates, land acquisition due diligence, legislative priorities, and introduction of new hires

G. Adjourn

The Board may go into executive session on any agenda item pursuant to the exceptions provided under section §92-5, Hawaii Revised Statutes.



STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OULU AINA MAHIAI
235 S. Beretania Street, Suite 205
Honolulu, HI 96813

January 18, 2024

Subject: Request for approval to terminate lease agreement DLR-220 issued to 808 Stone, Inc., as amended, and issue notice to vacate the premises in Whitmore Village, Oahu, Hawaii, Tax Map Key (1) 7-1-002:009 (por.)

Applicant: Agribusiness Development Corporation

Authority: 163D-4(a)(5), Hawaii Revised Statutes

Area: 8,560 square feet (buildings and exclusive area)

Bldg. No(s).: WW-V, WW-X

Tax Map Key: (1) 7-1-002:009 (por.) (Property)

Land Status: Acquired in fee by the Agribusiness Development Corporation (ADC) in 2013

Trust Land Status: Section ____ lands of the Hawaii Admission Act
Yes ____ No X

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ____ No X

Zoning: SLUD: Agricultural
CZO: AG-1

Chapter 343: In accordance with the Comprehensive Exemption List for the Agribusiness Development Corporation dated May 1, 2018, this request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 10.

Character of Use: Agricultural, Commercial, Industrial

Land Doc. Type: Lease

Term: 11 years, as amended (October 1, 2004 – December 31, 2015);
Currently in holdover status (January 1, 2016 – Present)

Rental Rate: **Annual Rent: \$12,000/year**

BACKGROUND:

Dole Food Company Inc. (Dole) commercial lease agreement no. DLR-220 (Lease) was issued to Alexander B. Kanamu for 7,560 square feet of exclusive space (including a building) commencing on October 1, 2004 and terminating on December 31, 2009 for \$30,600/year. By letter dated September 2, 2005, Dole memorialized the change of entity from Alexander B. Kanamu to 808 Stone, Inc. (Lessee).

The First Amendment of Lease amended the premises to 8,560 square feet (Exhibit A-1)¹ and increased the annual rental to \$30,700/year, effective December 1, 2005. The Second Amendment of Lease dated December 27, 2010 extended the lease term to December 31, 2015 and increased the annual rental to \$32,754/year effective January 1, 2011.

In 2013, ADC purchased the property from Castle & Cooke and assumed existing Dole leases, including Lessee's. At that time, it appears that ADC reduced the rent to \$12,000/year in exchange for assistance with certain property management functions including vehicle towing, berm construction and repair, and miscellaneous small repair jobs. The Lease expired on December 31, 2015 and has been on holdover since. On at least three separate occasions, staff requested that Lessee complete an application for an ADC license and land. None was received.

More recently, funding has been appropriated for the Wahiawa Pedestrian Bridge Project (Exhibit B). This project will involve the construction of a shared-use path intended to reduce travel time and distance between Whitmore Village and Wahiawa Town by creating a safe, multimodal (bike and walk) route. The path of the project takes it directly through the subject premises. Construction is estimated to begin in the 3rd or 4th quarter (July – December) of 2024.

Recent photos of the subject premises (Exhibit C).

REQUEST:

Staff requests that the Board (1) terminate the lease effective July 31, 2024, providing Lessee more than six months to vacate the premises; and (2) authorize staff to immediately issue a notice to vacate, and provide the tenant until July 31, 2024 at 11:59 p.m. (Termination Date) to vacate the premises (Request).

OPERATIONAL PLAN:

The current operational plan is unknown. The premises *appear* to be used primarily for a largely defunct aquaculture operation, storage of assorted detritus, auto parts, stone/granite/marble, vehicles, and odds-and-ends (see Exhibit C).

CONSERVATION PLAN:

N/A

¹ Staff notes that the premises have expanded over time from 8560 ft² to approximately 46,000 ft², due to gradual encroachment by the Lessee. Exhibit A-2 illustrates the current extent of the Premises.

CHAPTER 343:

Exemption Class 10 provides an exemption from the requirements of chapter 343, HRS for “continuing administrative activities, including, but not limited to, purchase of supplies and personnel-related actions. Appropriate exemptions may include ... (9) creation or termination of easements, covenants, or other rights in structures or land.”

DISCUSSION:

Construction of the Wahiawa Pedestrian Bridge Project is slated to begin in the 3rd or 4th quarter of 2024. As such, it is paramount to terminate the lease and provide the Lessee with as much advance notice as possible. Termination of the Lease will decrease ADC rental revenues by \$12,000/year.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board:

1. Approve the above Request; and
2. Authorize the Deputy Attorney General to enforce the termination of the Lease and the vacation of the premises; and
3. Declare that pursuant to ADC’s Comprehensive Exemption List dated May 1, 2018, the proposed disposition will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

Respectfully Submitted,

Lyle Roe

LYLE ROE

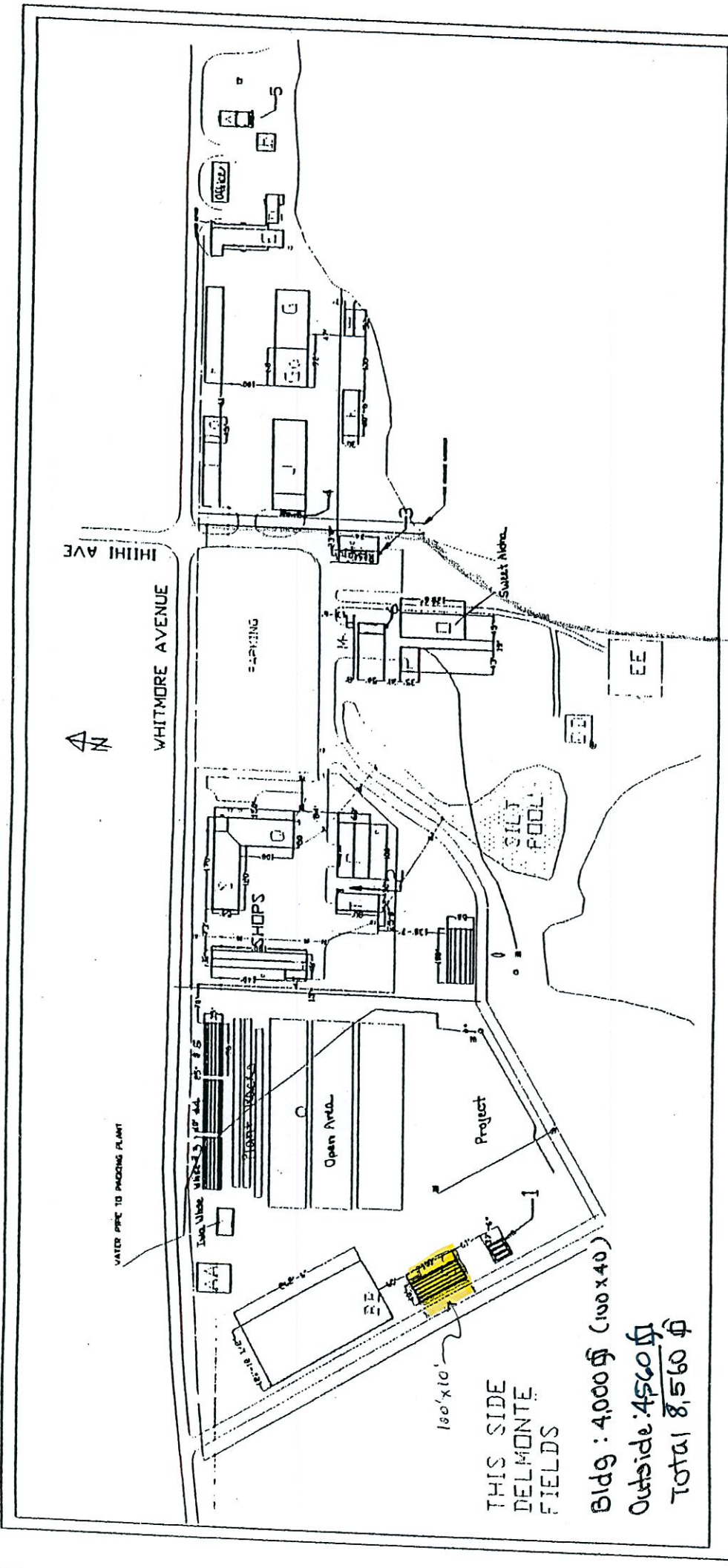
Asset Manager

Approved for Submission:



Wendy Gady

Executive Director



TMK: 7-1-02-09

OWNER: Castle & Cooke, Inc.

TMK: 7-1-02-04p

OWNER: Dole Food Co., Inc.

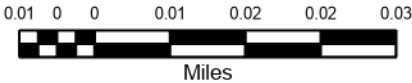
BUILDINGS LEGEND		TANK LEGEND	
1. CLUB HOUSE	7. SLEEP WAREHOUSE	1. 3 TELINE TANKS	1. 300 gal DIESEL
2. MACHINERY STORAGE	8. AA GAS FILTER STATION	2. 300 gal DIESEL	(STEAM WASHER)
3. MACHINERY PRODUCTION ROOM	9. AA GAS TANK	3. 200 gal PROPANE	2. 200 gal PROPANE
4. MACHINERY PRODUCTION ROOM	10. AA GAS TANK	4. 3600 gal WASTE OIL	3. 100 gal PROPANE
5. TRUCK STALLS	11. MACHINERY PART 2	5. 100 gal PROPANE	
6. TRUCK STALLS	12. MACHINERY PART 1		
7. TRUCK STALLS	13. MACHINERY PART 2		
8. TRUCK STALLS	14. MACHINERY PART 3		
9. TRUCK STALLS	15. MACHINERY PART 4		
10. TRUCK STALLS	16. MACHINERY PART 5		
11. TRUCK STALLS	17. MACHINERY PART 6		
12. TRUCK STALLS	18. MACHINERY PART 7		
13. TRUCK STALLS	19. MACHINERY PART 8		
14. TRUCK STALLS	20. MACHINERY PART 9		
15. TRUCK STALLS	21. MACHINERY PART 10		
16. TRUCK STALLS	22. MACHINERY PART 11		
17. TRUCK STALLS	23. MACHINERY PART 12		
18. TRUCK STALLS	24. MACHINERY PART 13		
19. TRUCK STALLS	25. MACHINERY PART 14		
20. TRUCK STALLS	26. MACHINERY PART 15		
21. TRUCK STALLS	27. MACHINERY PART 16		
22. TRUCK STALLS	28. MACHINERY PART 17		
23. TRUCK STALLS	29. MACHINERY PART 18		
24. TRUCK STALLS	30. MACHINERY PART 19		
25. TRUCK STALLS	31. MACHINERY PART 20		
26. TRUCK STALLS	32. MACHINERY PART 21		
27. TRUCK STALLS	33. MACHINERY PART 22		
28. TRUCK STALLS	34. MACHINERY PART 23		
29. TRUCK STALLS	35. MACHINERY PART 24		
30. TRUCK STALLS	36. MACHINERY PART 25		
31. TRUCK STALLS	37. MACHINERY PART 26		
32. TRUCK STALLS	38. MACHINERY PART 27		
33. TRUCK STALLS	39. MACHINERY PART 28		
34. TRUCK STALLS	40. MACHINERY PART 29		
35. TRUCK STALLS	41. MACHINERY PART 30		
36. TRUCK STALLS	42. MACHINERY PART 31		
37. TRUCK STALLS	43. MACHINERY PART 32		
38. TRUCK STALLS	44. MACHINERY PART 33		
39. TRUCK STALLS	45. MACHINERY PART 34		
40. TRUCK STALLS	46. MACHINERY PART 35		
41. TRUCK STALLS	47. MACHINERY PART 36		
42. TRUCK STALLS	48. MACHINERY PART 37		
43. TRUCK STALLS	49. MACHINERY PART 38		
44. TRUCK STALLS	50. MACHINERY PART 39		
45. TRUCK STALLS	51. MACHINERY PART 40		
46. TRUCK STALLS	52. MACHINERY PART 41		
47. TRUCK STALLS	53. MACHINERY PART 42		
48. TRUCK STALLS	54. MACHINERY PART 43		
49. TRUCK STALLS	55. MACHINERY PART 44		
50. TRUCK STALLS	56. MACHINERY PART 45		
51. TRUCK STALLS	57. MACHINERY PART 46		
52. TRUCK STALLS	58. MACHINERY PART 47		
53. TRUCK STALLS	59. MACHINERY PART 48		
54. TRUCK STALLS	60. MACHINERY PART 49		
55. TRUCK STALLS	61. MACHINERY PART 50		
56. TRUCK STALLS	62. MACHINERY PART 51		
57. TRUCK STALLS	63. MACHINERY PART 52		
58. TRUCK STALLS	64. MACHINERY PART 53		
59. TRUCK STALLS	65. MACHINERY PART 54		
60. TRUCK STALLS	66. MACHINERY PART 55		
61. TRUCK STALLS	67. MACHINERY PART 56		
62. TRUCK STALLS	68. MACHINERY PART 57		
63. TRUCK STALLS	69. MACHINERY PART 58		
64. TRUCK STALLS	70. MACHINERY PART 59		
65. TRUCK STALLS	71. MACHINERY PART 60		
66. TRUCK STALLS	72. MACHINERY PART 61		
67. TRUCK STALLS	73. MACHINERY PART 62		
68. TRUCK STALLS	74. MACHINERY PART 63		
69. TRUCK STALLS	75. MACHINERY PART 64		
70. TRUCK STALLS	76. MACHINERY PART 65		
71. TRUCK STALLS	77. MACHINERY PART 66		
72. TRUCK STALLS	78. MACHINERY PART 67		
73. TRUCK STALLS	79. MACHINERY PART 68		
74. TRUCK STALLS	80. MACHINERY PART 69		
75. TRUCK STALLS	81. MACHINERY PART 70		
76. TRUCK STALLS	82. MACHINERY PART 71		
77. TRUCK STALLS	83. MACHINERY PART 72		
78. TRUCK STALLS	84. MACHINERY PART 73		
79. TRUCK STALLS	85. MACHINERY PART 74		
80. TRUCK STALLS	86. MACHINERY PART 75		
81. TRUCK STALLS	87. MACHINERY PART 76		
82. TRUCK STALLS	88. MACHINERY PART 77		
83. TRUCK STALLS	89. MACHINERY PART 78		
84. TRUCK STALLS	90. MACHINERY PART 79		
85. TRUCK STALLS	91. MACHINERY PART 80		
86. TRUCK STALLS	92. MACHINERY PART 81		
87. TRUCK STALLS	93. MACHINERY PART 82		
88. TRUCK STALLS	94. MACHINERY PART 83		
89. TRUCK STALLS	95. MACHINERY PART 84		
90. TRUCK STALLS	96. MACHINERY PART 85		
91. TRUCK STALLS	97. MACHINERY PART 86		
92. TRUCK STALLS	98. MACHINERY PART 87		
93. TRUCK STALLS	99. MACHINERY PART 88		
94. TRUCK STALLS	100. MACHINERY PART 89		
95. TRUCK STALLS	101. MACHINERY PART 90		
96. TRUCK STALLS	102. MACHINERY PART 91		
97. TRUCK STALLS	103. MACHINERY PART 92		
98. TRUCK STALLS	104. MACHINERY PART 93		
99. TRUCK STALLS	105. MACHINERY PART 94		
100. TRUCK STALLS	106. MACHINERY PART 95		
101. TRUCK STALLS	107. MACHINERY PART 96		
102. TRUCK STALLS	108. MACHINERY PART 97		
103. TRUCK STALLS	109. MACHINERY PART 98		
104. TRUCK STALLS	110. MACHINERY PART 99		
105. TRUCK STALLS	111. MACHINERY PART 100		
106. TRUCK STALLS	112. MACHINERY PART 101		
107. TRUCK STALLS	113. MACHINERY PART 102		
108. TRUCK STALLS	114. MACHINERY PART 103		
109. TRUCK STALLS	115. MACHINERY PART 104		
110. TRUCK STALLS	116. MACHINERY PART 105		
111. TRUCK STALLS	117. MACHINERY PART 106		
112. TRUCK STALLS	118. MACHINERY PART 107		
113. TRUCK STALLS	119. MACHINERY PART 108		
114. TRUCK STALLS	120. MACHINERY PART 109		
115. TRUCK STALLS	121. MACHINERY PART 110		
116. TRUCK STALLS	122. MACHINERY PART 111		
117. TRUCK STALLS	123. MACHINERY PART 112		
118. TRUCK STALLS	124. MACHINERY PART 113		
119. TRUCK STALLS	125. MACHINERY PART 114		
120. TRUCK STALLS	126. MACHINERY PART 115		
121. TRUCK STALLS	127. MACHINERY PART 116		
122. TRUCK STALLS	128. MACHINERY PART 117		
123. TRUCK STALLS	129. MACHINERY PART 118		
124. TRUCK STALLS	130. MACHINERY PART 119		
125. TRUCK STALLS	131. MACHINERY PART 120		
126. TRUCK STALLS	132. MACHINERY PART 121		
127. TRUCK STALLS	133. MACHINERY PART 122		
128. TRUCK STALLS	134. MACHINERY PART 123		
129. TRUCK STALLS	135. MACHINERY PART 124		
130. TRUCK STALLS	136. MACHINERY PART 125		
131. TRUCK STALLS	137. MACHINERY PART 126		
132. TRUCK STALLS	138. MACHINERY PART 127		
133. TRUCK STALLS	139. MACHINERY PART 128		
134. TRUCK STALLS	140. MACHINERY PART 129		
135. TRUCK STALLS	141. MACHINERY PART 130		
136. TRUCK STALLS	142. MACHINERY PART 131		
137. TRUCK STALLS	143. MACHINERY PART 132		
138. TRUCK STALLS	144. MACHINERY PART 133		
139. TRUCK STALLS	145. MACHINERY PART 134		
140. TRUCK STALLS	146. MACHINERY PART 135		
141. TRUCK STALLS	147. MACHINERY PART 136		
142. TRUCK STALLS	148. MACHINERY PART 137		
143. TRUCK STALLS	149. MACHINERY PART 138		
144. TRUCK STALLS	150. MACHINERY PART 139		
145. TRUCK STALLS	151. MACHINERY PART 140		
146. TRUCK STALLS	152. MACHINERY PART 141		
147. TRUCK STALLS	153. MACHINERY PART 142		
148. TRUCK STALLS	154. MACHINERY PART 143		
149. TRUCK STALLS	155. MACHINERY PART 144		
150. TRUCK STALLS	156. MACHINERY PART 145		
151. TRUCK STALLS	157. MACHINERY PART 146		
152. TRUCK STALLS	158. MACHINERY PART 147		
153. TRUCK STALLS	159. MACHINERY PART 148		
154. TRUCK STALLS	160. MACHINERY PART 149		
155. TRUCK STALLS	161. MACHINERY PART 150		
156. TRUCK STALLS	162. MACHINERY PART 151		
157. TRUCK STALLS	163. MACHINERY PART 152		
158. TRUCK STALLS	164. MACHINERY PART 153		
159. TRUCK STALLS	165. MACHINERY PART 154		
160. TRUCK STALLS	166. MACHINERY PART 155		
161. TRUCK STALLS	167. MACHINERY PART 156		
162. TRUCK STALLS	168. MACHINERY PART 157		
163. TRUCK STALLS	169. MACHINERY PART 158		
164. TRUCK STALLS	170. MACHINERY PART 159		
165. TRUCK STALLS	171. MACHINERY PART 160		
166. TRUCK STALLS	172. MACHINERY PART 161		
167. TRUCK STALLS	173. MACHINERY PART 162		
168. TRUCK STALLS	174. MACHINERY PART 163		
169. TRUCK STALLS	175. MACHINERY PART 164		
170. TRUCK STALLS	176. MACHINERY PART 165		
171. TRUCK STALLS	177. MACHINERY PART 166		
172. TRUCK STALLS	178. MACHINERY PART 167		
173. TRUCK STALLS	179. MACHINERY PART 168		
174. TRUCK STALLS	180. MACHINERY PART 169		
175. TRUCK STALLS	181. MACHINERY PART 170		
176. TRUCK STALLS	182. MACHINERY PART 171		
177. TRUCK STALLS	183. MACHINERY PART 172		
178. TRUCK STALLS	184. MACHINERY PART 173		
179. TRUCK STALLS	185. MACHINERY PART 174		
180. TRUCK STALLS	186. MACHINERY PART 175		
181. TRUCK STALLS	187. MACHINERY PART 176		
182. TRUCK STALLS	188. MACHINERY PART 177		
183. TRUCK STALLS	189. MACHINERY PART 178		
184. TRUCK STALLS	190. MACHINERY PART 179		
185. TRUCK STALLS	191. MACHINERY PART 180		
186. TRUCK STALLS	192. MACHINERY PART 181		
187. TRUCK STALLS	193. MACHINERY PART 182		
188. TRUCK STALLS	194. MACHINERY PART 183		
189. TRUCK STALLS	195. MACHINERY PART 184		
190. TRUCK STALLS	196. MACHINERY PART 185		
191. TRUCK STALLS	197. MACHINERY PART 186		
192. TRUCK STALLS	198. MACHINERY PART 187		
193. TRUCK STALLS	199. MACHINERY PART 188		
194. TRUCK STALLS	200. MACHINERY PART 189		
195. TRUCK STALLS	201. MACHINERY PART 190		
196. TRUCK STALLS	202. MACHINERY PART 191		
197. TRUCK STALLS	203. MACHINERY PART 192		
198. TRUCK STALLS	204. MACHINERY PART 193		
199. TRUCK STALLS	205. MACHINERY PART 194		
200. TRUCK STALLS	206. MACHINERY PART 195		
201. TRUCK STALLS	207. MACHINERY PART 196		
202. TRUCK STALLS	208. MACHINERY PART 197		
203. TRUCK STALLS	209. MACHINERY PART 198		
204. TRUCK STALLS	210. MACHINERY PART 199		
205. TRUCK STALLS	211. MACHINERY PART 200		
206. TRUCK STALLS	212. MACHINERY PART 201		
207. TRUCK STALLS	213. MACHINERY PART 202		
208. TRUCK STALLS	214. MACHINERY PART 203		
209. TRUCK STALLS	215. MACHINERY PART 204		
210. TRUCK STALLS	216. MACHINERY PART 205		
211. TRUCK STALLS	217. MACHINERY PART 206		
212. TRUCK STALLS	218. MACHINERY PART 207		
213. TRUCK STALLS	219. MACHINERY PART 208		
214. TRUCK STALLS	220. MACHINERY PART 209		
215. TRUCK STALLS	221. MACHINERY PART 210		
216. TRUCK STALLS	222. MACHINERY PART 211		
217. TRUCK STALLS	223. MACHINERY PART 212		
218. TRUCK STALLS	224. MACHINERY PART 213		
219. TRUCK STALLS	225. MACHINERY PART 214		
220. TRUCK STALLS	226. MACHINERY PART 215		
221. TRUCK STALLS	227. MACHINERY PART 216		
222. TRUCK STALLS	228. MACHINERY PART 217		
223. TRUCK STALLS	229. MACHINERY PART 218		
224. TRUCK STALLS	230. MACHINERY PART 219		
225. TRUCK STALLS	231. MACHINERY PART 220		
226. TRUCK STALLS	232. MACHINERY PART 221		
227. TRUCK STALLS	233. MACHINERY PART 222		
228. TRUCK STALLS	234. MACHINERY PART 223		
229. TRUCK STALLS	235. MACHINERY PART 224		
230. TRUCK STALLS	236. MACHINERY PART 225		
231. TRUCK STALLS	237. MACHINERY PART 226		
232. TRUCK STALLS	238. MACHINERY PART 227		
233. TRUCK STALLS	239. MACHINERY PART 228		
234. TRUCK STALLS	240. MACHINERY PART 229		
235. TRUCK STALLS	241. MACHINERY PART 230		
236. TRUCK STALLS	242. MACHINERY PART 231		
237. TRUCK STALLS	243. MACHINERY PART 232		
238. TRUCK STALLS	244. MACHINERY PART 233		
239. TRUCK STALLS	245. MACHINERY PART 234		
240. TRUCK STALLS	246. MACHINERY PART 235		
241. TRUCK STALLS	247. MACHINERY PART 236		
242. TRUCK STALLS	248. MACHINERY PART 237		
243. TRUCK STALLS	249. MACHINERY PART 238		
244. TRUCK STALLS	250. MACHINERY PART 239		
245. TRUCK STALLS	251. MACHINERY PART 240		
246. TRUCK STALLS	252. MACHINERY PART 241		
247. TRUCK STALLS	253. MACHINERY PART 242		
248. TRUCK STALLS	254. MACHINERY PART 243		
249. TRUCK STALLS	255. MACHINERY PART 244		
250. TRUCK STALLS	256. MACHINERY PART 245		
251. TRUCK STALLS	257. MACHINERY PART 246		
252. TRUCK STALLS	258. MACHINERY PART 247		
253. TRUCK STALLS	259. MACHINERY PART 248		
254. TRUCK STALLS	260. MACHINERY PART 249		
255. TRUCK STALLS	261. MACHINERY PART 250		
256. TRUCK STALLS	262. MACHINERY PART 251		
257. TRUCK STALLS	263. MACHINERY PART 252		
258. TRUCK STALLS	264. MACHINERY PART 253		
259. TRUCK STALLS	265. MACHINERY PART 254		
260. TRUCK STALLS	266. MACHINERY PART 255		
261. TRUCK STALLS	267. MACHINERY PART 256		
262. TRUCK STALLS	268. MACHINERY PART 257		
263. TRUCK STALLS	269. MACHINERY PART 258		
264. TRUCK STALLS	270. MACHINERY PART 259		
265. TRUCK STALLS	271. MACHINERY PART 260		
266. TRUCK STALLS	272. MACHINERY PART 261		
267. TRUCK STALLS	273. MACHINERY PART 262		
268. TRUCK STALLS	274. MACHINERY PART 263		
269. TRUCK STALLS	275. MACHINERY PART 264		
270. TRUCK STALLS	276. MACHINERY PART 265		
271. TRUCK STALLS	277. MACHINERY PART 266		
272. TRUCK STALLS	278. MACHINERY PART 267		
273. TRUCK STALLS	279. MACHINERY PART 268		
274. TRUCK STALLS	280. MACHINERY PART 269		
275. TRUCK STALLS	281. MACHINERY PART 270		
276. TRUCK STALLS	282. MACHINERY PART 271		
277. TRUCK STALLS	283. MACHINERY PART 272		
278. TRUCK STALLS	284. MACHINERY PART 273		
279. TRUCK STALLS	285. MACHINERY PART 274		
280. TRUCK STALLS	286. MACHINERY PART 275		
281. TRUCK STALLS	287. MACHINERY PART 276		
282. TRUCK STALLS	288. MACHINERY PART 277		
283. TRUCK STALLS	289. MACHINERY PART 278		
284. TRUCK STALLS	290. MACHINERY PART 279		
285. TRUCK STALLS	291. MACHINERY PART 280		
286. TRUCK STALLS	292. MACHINERY PART 281		
287. TRUCK STALLS			

EXHIBIT A-2



STATE OF HAWAII
AGRIBUSINESS
DEVELOPMENT CORPORATION

Current extent of 808 Stone,
Inc. premises



Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Esri Community Maps Contributors, City and County of Honolulu, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, US Census Bureau, USDA, USFWS, This work is licensed under the Esri Master License Agreement. View Summary | View Terms of Use, Esri, USGS This map was developed by the Agribusiness Development Corporation, State of Hawaii.

INDEX TO DRAWINGS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-5	DEMOLITION AND EROSION CONTROL PLAN
6-8	TYPICAL SECTIONS
9-13	PLAN AND PROFILE/SITE
14	RETAINING WALL PROFILES
15-17	SIGNING AND STRIPING PLAN
18-30	STRUCTURAL PLANS
30-39	ELECTRICAL PLANS
40-43	LANDSCAPE PLANS

STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION HONOLULU, HAWAII

PLANS FOR WAHIAWA PEDESTRIAN BRIDGE WHITMORE VILLAGE TO WAHIAWA PROJECT NO. HWY-O-07-18

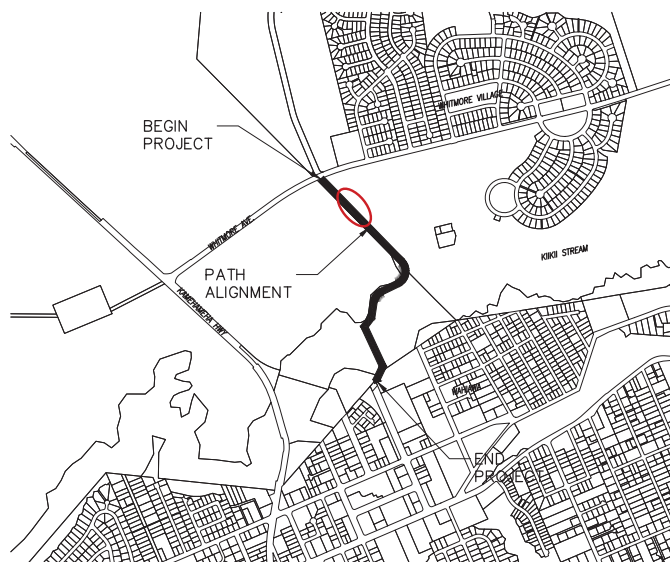
DISTRICT OF WAHIAWA
ISLAND OF O'AHU



R. M. TOWILL CORPORATION

SINCE 1938

Planning • Engineering • Environmental Services • Program Management • Design • Construction Management

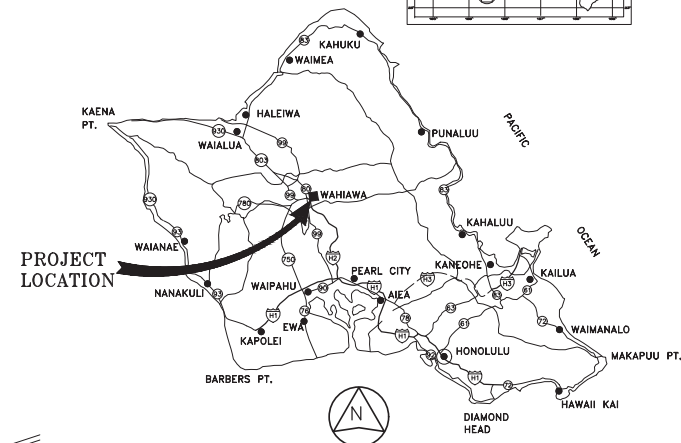
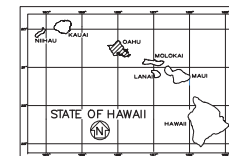


LAYOUT MAP

NOT TO SCALE



FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-O-07-18	2020	1	43



VICINITY MAP



DATE

PHONE

MANAGED BY

DESIGNED BY

SHEET 1 OF 17 SHEETS

FILE	POCKET	FOLDER	NO.



















STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OULU AINA MAHIAI
235 S. Beretania Street, Suite 205
Honolulu, HI 96813

January 18, 2024

Subject: Request for approval to terminate Revocable Permit No. RP16-05 issued to Manoa Honey Company LLC, as amended, and issue notice to vacate the premises in Whitmore Village, Oahu, Hawaii, Tax Map Key (1) 7-1-002:009 (por.)

Applicant: Agribusiness Development Corporation

Authority: 163D-4(a)(5), Hawaii Revised Statutes

Area: 960 square feet (exclusive area within building)

Bldg. No(s): WW-Y

Tax Map Key: (1) 7-1-002:009 (por.) (Property)

Land Status: Acquired in fee by the Agribusiness Development Corporation (ADC) in 2013

Trust Land Status: Section ____ lands of the Hawaii Admission Act
Yes ____ No X

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ____ No X

Zoning: SLUD: Agricultural
CZO: AG-1

Chapter 343: In accordance with the Comprehensive Exemption List for the Agribusiness Development Corporation dated May 1, 2018, this request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 10.

Character of Use: Commercial Storage

Land Doc. Type: Revocable Permit

Term: Month-to-month with annual renewal approval by the Board (since November 2016)

Rental Rate: \$0.10 per square foot per month
Annual Rent: \$1,152

Request for approval to terminate Revocable Permit No. RP16-05 issued to Manoa Honey Company LLC, as amended, and issue notice to vacate the premises in Whitmore Village, Oahu, Hawaii, Tax Map Key (1) 7-1-002:009 (por.)
January 18, 2024

BACKGROUND:

At their meeting on November 16, 2016, the Board of Directors of the Agribusiness Development Corporation (ADC) approved the issuance of a revocable permit to Manoa Honey Company LLC (Permittee) (Exhibit A). Pursuant to that approval, Revocable Permit No. RP16-05 (Permit) was executed and effective on November 22, 2016 for 480 square feet. The agreement was amended on August 10, 2018 to increase the Premises by an additional 480 square feet for a total of 960 square feet in what is now Building WW-Y (por.) (Premises). All Permittee was advised that due to the fact that the Premises were situated within the Whitmore master planned area, month-to-month tenancy was all ADC could grant at that time.

More recently, funding has been appropriated for the Wahiawa Pedestrian Bridge Project (Exhibit B). This project will involve the construction of a shared-use path intended to reduce travel time and distance between Whitmore Village and Wahiawa Town by creating a safe, multimodal (bike and walk) route. The path of the project takes it directly through the subject Premises. Construction is estimated to begin in the 3rd or 4th quarter (July – December) of 2024.

Recent photos of the subject premises (Exhibit C).

REQUEST:

Staff requests that the Board (1) terminate the Permit effective July 31, 2024; and (2) authorize staff to immediately issue a notice to vacate, and provide the tenant until July 31, 2024 at 11:59 p.m. (Termination Date) to vacate the premises (Request).

OPERATIONAL PLAN:

Permittee's current operational plan consists of storage of raw materials for packaging and sales operations.

CONSERVATION PLAN:

N/A

CHAPTER 343:

Exemption Class 10 provides an exemption from the requirements of chapter 343, HRS for "continuing administrative activities, including, but not limited to, purchase of supplies and personnel-related actions. Appropriate exemptions may include ... (9) creation or termination of easements, covenants, or other rights in structures or land."

DISCUSSION:

Construction of the Wahiawa Pedestrian Bridge Project is slated to begin in the 3rd or 4th quarter of 2024. As such, it is paramount to terminate the Permit and provide the Permittee with as much advance notice as possible. Termination of the Permit will decrease ADC rental revenues by \$1,152/year.

RECOMMENDATION:

Request for approval to terminate Revocable Permit No. RP16-05 issued to Manoa Honey Company LLC, as amended, and issue notice to vacate the premises in Whitmore Village, Oahu, Hawaii, Tax Map Key (1) 7-1-002:009 (por.)
January 18, 2024

Based on the foregoing, staff recommends that the Board:

1. Approve the Request noted above; and
2. Authorize the Deputy Attorney General to enforce the termination of the Permit and the vacation of the Premises; and
3. Declare that pursuant to ADC's Comprehensive Exemption List dated May 1, 2018, the proposed disposition will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

Respectfully Submitted,

Lyle Roe

LYLE ROE

Asset Manager

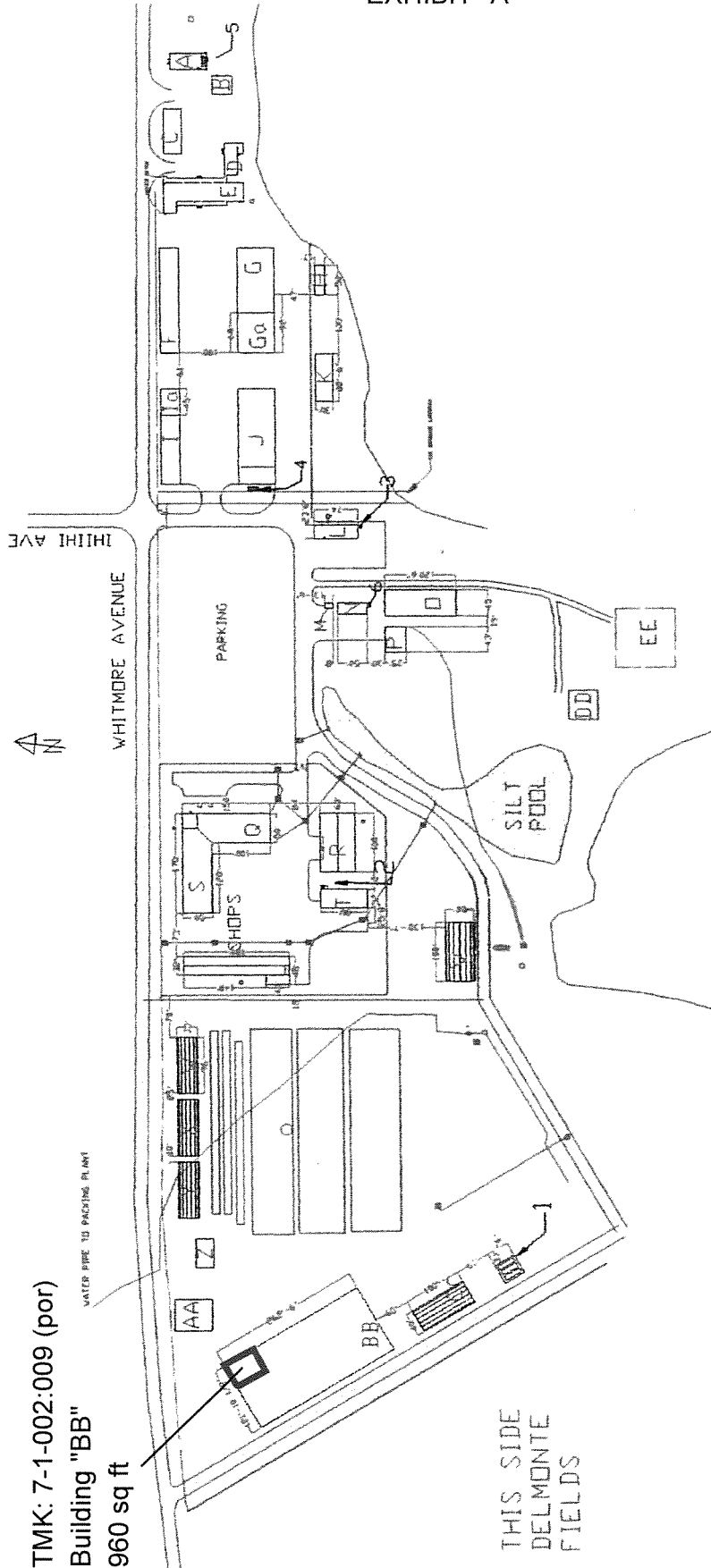
Approved for Submission:



Wendy Gady

Executive Director

EXHIBIT "A"



TMK: 7-1-002:009 (por)
Building "BB"
960 sq ft

BUILDINGS LEGEND	
AA	CLUB HOUSE
BB	DEL MONTE
CC	DEL MONTE
DD	DEL MONTE
EE	DEL MONTE
FF	DEL MONTE
GG	DEL MONTE
HH	DEL MONTE
II	DEL MONTE
JJ	DEL MONTE
KK	DEL MONTE
LL	DEL MONTE
MM	DEL MONTE
NN	DEL MONTE
OO	DEL MONTE
PP	DEL MONTE
QQ	DEL MONTE
RR	DEL MONTE
SS	DEL MONTE
TT	DEL MONTE
UU	DEL MONTE
VV	DEL MONTE
WW	DEL MONTE
XX	DEL MONTE
YY	DEL MONTE
ZZ	DEL MONTE

TANK LEGEND	
1	3 TELONE TANKS
2	300 gal DIESEL (STEAM WASHER)
3	200 gal PROPANE
4	3600 gal WASTE OIL
5	100 gal PROPANE
6	300 gal PROPANE

⊗ HYDRANT
⊠ DRAIN

Dole		WHITMORE AR	
Dole Fresh Fruit Con		Wahiawa, Hawaii	
DATE	1/1/74	BY	WHITDA
PROJECT	1/1/74	SCALE	1"=10'

INDEX TO DRAWINGS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-5	DEMOLITION AND EROSION CONTROL PLAN
6-8	TYPICAL SECTIONS
9-13	PLAN AND PROFILE/SITE
14	RETAINING WALL PROFILES
15-17	SIGNING AND STRIPING PLAN
18-30	STRUCTURAL PLANS
30-39	ELECTRICAL PLANS
40-43	LANDSCAPE PLANS

STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION HONOLULU, HAWAII

PLANS FOR WAHIAWA PEDESTRIAN BRIDGE WHITMORE VILLAGE TO WAHIAWA PROJECT NO. HWY-O-07-18

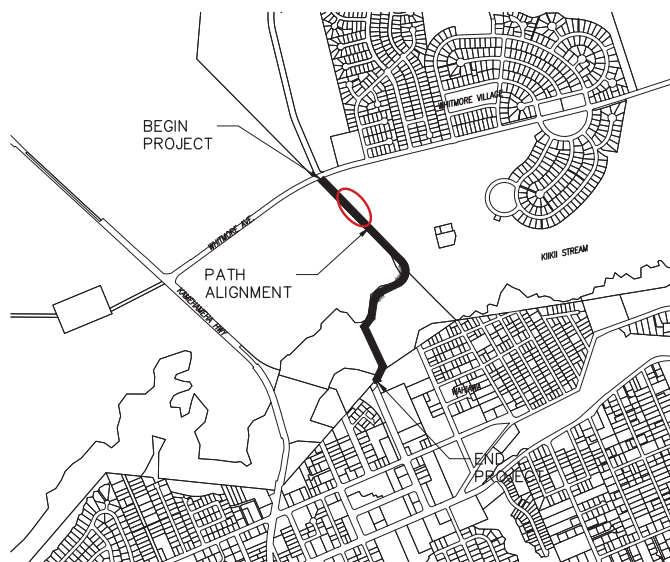
DISTRICT OF WAHIAWA
ISLAND OF O'AHU



R. M. TOWILL CORPORATION

SINCE 1938

Planning • Engineering • Environmental Services • Program Management • Design • Construction Management

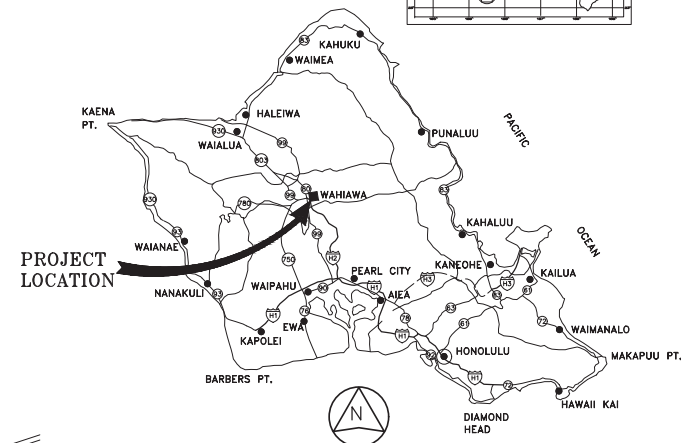
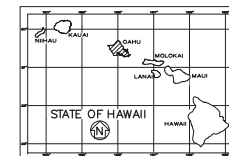


LAYOUT MAP

NOT TO SCALE



FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	HWY-O-07-18	2020	1	43



VICINITY MAP



DATE

PHONE

MANAGED BY

DESIGNED BY

SHEET 1 OF 17 SHEETS

FILE	POCKET	FOLDER	NO.









STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OULU AINA MAHIAI
235 S. Beretania Street, Suite 205
Honolulu, HI 96813

January 18, 2024

Subject: Request for approval to issue a license agreement to Gary Smith for 2,780 square feet of land in Kekaha, Kauai, Hawaii, Tax Map Key (4) 1-2-002:001 (por.)

Applicant: Gary Smith; Agribusiness Development Corporation (ADC)

Authority: 163D-4(a)(5), Hawaii Revised Statutes

Area: 2,780 square feet

Bldg. No(s).: Non-designated

Tax Map Key: (4) 1-2-002:001 (the "Property")

Land Status: Set aside to the Agribusiness Development Corporation by Governor's Executive Order No. 4007 for Agricultural and Related Purposes

Trust Land Status: Section ____ lands of the Hawaii Admission Act
Yes ☒ No ____

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ☒ No ____

Zoning: SLUD: Agricultural
CZO: AG-1

Chapter 343: In accordance with the Comprehensive Exemption List for the Agribusiness Development Corporation dated May 1, 2018, this request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1.

Character of Use: Home gardening

Land Doc. Type: License

Term: 5 years

Rental Rate: **Rent: \$176.52/year**

January 18, 2024

BACKGROUND:

In 2003, the Department of Land and Natural Resources (DLNR), through Governor's Executive Order No. 4007 set aside 12,592.374 net acres to ADC for Agricultural and Related Purposes. The transfer of the Property included various leases, licenses, and revocable permits, including Revocable Permit No. S-7004 (Permit) issued to Gary Smith for 2,780 square feet of land along the Kekaha Ditch (Premises) that adjoined his backyard for home gardening purposes. The terms of the Permit are month-to-month with annual renewal by the ADC Board of Directors (Board).

REQUEST:

Staff requests that the Board (1) terminate Revocable Permit No. S-7004 effective March 1, 2024, and (2) approve the issuance of a new 5-year license agreement effective March 1, 2024 to Gary Smith (Applicant) for 2,780 square feet of land in Kekaha, Kauai, Hawaii (see Exhibit "A") for home gardening purposes only.

OPERATIONAL PLAN:

Applicant currently maintains the Premises as part of his lawn and home garden area. He has installed two garden areas and grows an assortment of fruits, vegetables, and ornamentals (see Exhibit "B").

CONSERVATION PLAN:

N/A

CHAPTER 343:

Exemption Class 1 provides an exemption from the requirements of chapter 343, HRS for "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographic features, involving negligible or no expansion or change of use beyond that previously existing. Appropriate exemptions may include ... (7) Operation, repair, and maintenance of existing crop production (fruits, vegetables, flowers, foliage, crop for bioenergy, and forage) facilities, including but not limited to equipment storage/maintenance."

DISCUSSION:

Members of the Board have, on previous occasions, expressed a preference that certain revocable permits transferred to ADC by other State agencies be converted to ADC licenses to establish a relationship between ADC and the Permittee, and to save time and effort in approving these revocable permits, which must be approved annually. Staff notes that ADC does not typically lease, license, or permit property for non-commercial purposes, however, Applicant has been grandfathered as a pre-existing DLNR permittee.

Rents under the original DLNR Permit have not increased since 1996. Rents under this proposed license, should the Board approve it, are premised on a 2.5% increase every 5 years from 1996. This Request represents \$176.52 per year to ADC rental income (an increase of \$20.52 per year).

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board:

1. Approve the Request noted above, subject to the following conditions:
 - a. Premises may not be sublet or assigned; and
 - b. License term shall be 5 years; and
 - c. Rent shall be \$14.71 per month; and
 - d. Option for additional 5-year extension by mutual agreement; and
 - e. 2.5% base rent increase at time of option if exercised and approved; and
 - f. Applicant shall not be required to be a member of Kekaha Agriculture Association (KAA), however Applicant shall permit access rights through their property to ADC and KAA for repair and maintenance purposes for both land and property.
2. Declare that pursuant to ADC's Comprehensive Exemption List dated May 1, 2018, the proposed disposition will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

Respectfully Submitted,

Lyle Roe

LYLE ROE

Asset Manager

Approved for Submission:



Wendy Gady

Executive Director

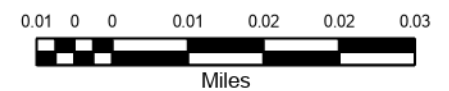


STATE OF HAWAII
AGRIBUSINESS
DEVELOPMENT CORPORATION

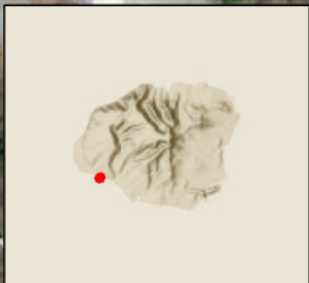
Gary Smith Premises

2,780 square feet

Kekaha, Kauai, Hawaii
(4) 1-2-002:001 (por.)



Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS. This work is licensed under the Esri Master License Agreement. View Summary | View Terms of Use. This work is licensed under the Esri Master License Agreement. View Summary | View Terms of Use. Esri, USGS This map was developed by the Agribusiness Development Corporation, State of Hawaii.



030





STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OULU AINA MAHIAI
235 S. Beretania Street, Suite 205
Honolulu, HI 96813

January 18, 2024

Subject: Request for approval to execute and enter into a memorandum of understanding between ADC, Hawaii Technology Development Corporation, and Natural Energy Laboratory of Hawaii Authority to encourage, support, and facilitate planning and research related activities

Applicant: Agribusiness Development Corporation

Authority: 163D-4(a)(5),(15) Hawaii Revised Statutes

BACKGROUND:

About the Hawaii Technology Development Corporation

HTDC is a dynamic state agency responsible for diversifying Hawaii's economy and developing a flourishing technology industry that provides quality, high-paying jobs for Hawaii residents. HTDC aims to accelerate the growth of Hawaii's technology industry by providing capital, building infrastructure and developing talent to foster innovation. HTDC is attached to the Department of Business, Economic Development and Tourism (DBEDT). Created in 1983, the Hawaii Technology Development Corporation, is the state's economic development agency focused on developing the technology sector. Since its inception, technology has evolved and permeates facets of all industries. HTDC continues to innovate and create programs relevant to meet the changing technology industry. In addition to providing incubation facilities to foster the growth of technology startups, HTDC has grant programs, educational and networking programs, statewide mentoring and technology workforce development.

About Natural Energy Laboratory of Hawaii Authority

NELHA administers the world's premier energy and ocean technology park. This unique master-permitted park is located on 870 acres of prime coastal property in Kailua-Kona Hawaii and offers research support facilities for the development of renewable energy and other demonstration projects that utilize the unique resources found at the park. It is the world's only facility that continually brings ashore high quality, pristine supplies of both warm surface and cold deep seawater 24 hours a day which allows for various tests to take place with views to reap economic potentials from the dual temperature seawater delivery system and high solar insolation. Tenants located in HOST Park work at the pre-commercial, commercial, research and educational levels. It is the largest diversified economic development project in the State and is solely focused on developing green economic projects.

Request for approval to execute and enter into a memorandum of understanding between ADC, Hawaii Technology Development Corporation, and Natural Energy Laboratory of Hawaii Authority to encourage, support, and facilitate planning and research related activities
January 18, 2024

REQUEST:

Staff requests that the Board authorize staff to execute the Memorandum of Understanding (MOU) (Exhibit “A”) between ADC, Hawaii Technology Development Corporation (HTDC), and the Natural Energy Laboratory of Hawaii Authority (NELHA) (Request).

OPERATIONAL PLAN:

ADC anticipates the proposed MOU facilitating increased cooperation and collaboration between HTDC and NELHA to further the missions of the respective agencies (for details, see Exhibit “A”).

CONSERVATION PLAN:

N/A

CHAPTER 343:

N/A

DISCUSSION:

ADC is actively working to develop working relationships with other state agencies to broaden collaborative efforts to advance state-level and agency-level priorities. A partnership with HTDC and NELHA will allow ADC to further explore the agency’s interest in aquaculture development.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board approve the Request noted above.

Respectfully Submitted,

Lyle Roe

LYLE ROE
Asset Manager

Approved for Submission:



Wendy Gady
Executive Director

MEMORANDUM OF UNDERSTANDING
between
Agribusiness Development Corporation
and
Hawaii Technology Development Corporation
and
Natural Energy Laboratory of Hawaii Authority

This Memorandum of Understanding (“MOU”) is entered into by and between the Agribusiness Development Corporation (“ADC”), an instrumentality and agency of the State of Hawai‘i whose business address is 235 S. Beretania St., Suite 205, Honolulu, Hawai‘i 96813, the Hawai‘i Technology Development Corporation (“HTDC”), an instrumentality and agency of the State of Hawai‘i whose business address is 521 Ala Moana Blvd., Suite 255, Honolulu, Hawai‘i 96813, and the Natural Energy Laboratory of Hawaii Authority (“NELHA”), an instrumentality and agency of the State of Hawai‘i whose business address is 73-4460 Queen Ka‘ahumanu Hwy., #101, Kailua-Kona, Hawai‘i 96740. ADC, HTDC, and NELHA may be referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties desire to further develop and grow the aquaculture industry in Hawai‘i;

WHEREAS, aquaculture was the fastest growing food production sector in the world, growing 6.2% annually between 2000 and 2012 (9.5% between 1990 and 2000) and continues to show significant potential;

WHEREAS, improved coordination and increased collaboration between the Parties will assist in the economic growth of aquaculture. Detailed identification of new opportunities will lay the foundation for strong and equitable economic development and may provide an alternative source of revenue to the State;

WHEREAS, pursuant to chapter 163D, *Hawaii Revised Statutes* (HRS), ADC’s purpose is to create a vehicle and process to make optimal use of agricultural assets for the economic, environmental, and social benefit of the people of Hawai‘i;

WHEREAS, ADC’s charter establishes a public corporation to administer an aggressive and dynamic agribusiness development program;

WHEREAS, ADC’s statutory mission is to support the production of local agricultural products for local consumption, while continuing to develop commercial exports of locally produced agricultural products;

WHEREAS, ADC’s purpose is to coordinate and administer programs to assist agricultural enterprises to facilitate the transition of agricultural infrastructure from plantation operations

into other agricultural enterprises, increase local production of agricultural products for local consumption, reduce the State's reliance on imported agricultural products, and increase access to farmland and related infrastructure for small local farmers and cooperatives;

WHEREAS, ADC's statutory powers include the power to acquire or contract to acquire by grant or purchase any real, personal or mixed property infrastructure or accessory facilities in connection with any project, and water facilities for conveying distributing and transmitting water for irrigation and agricultural uses;

WHEREAS, ADC's statutory powers include providing advisory, consultative, training and educational services, technical assistance and advice to any person, partnership, or corporation, either public or private, in order to carry out the purposes of HRS chapter 163D, and to engage the services of consultants on a contractual basis for rendering professional advice;

WHEREAS, ADC's statutory powers include the ability to initiate and coordinate business and agricultural development plans for its projects, enter into cooperative agreements, organize a subsidiary corporation, acquire the assets of a private or other corporation, and develop a project to identify necessary project facilities;

WHEREAS, ADC's statutory powers include issuance of bonds to provide funds to finance project facilities and with the governor's approval may issue revenue bonds;

WHEREAS, ADC's current licensees include both agriculture and aquaculture agribusinesses. The sharing of best management practices, innovation and technology grants, and access to current research and development, present opportunities for scaling agriculture production within the State;

WHEREAS, NELHA and HTDC partnered to support the establishment of the HATCH aquaculture accelerator program at NELHA and has provided venture capital for a follow-on fund;

WHEREAS, several recipients of HTDC's Hawai'i Small Business Innovation Research (HSBIR) matching grants that were conducting aquaculture research at NELHA have transitioned their research into commercially viable products;

WHEREAS, NELHA and HTDC were two of the lead agencies that partnered in 2021 to submit a proposal targeting the Ocean Economy Growth Cluster in response to the Economic Development Administration's Build Back Better Challenge Grant Opportunity. Although the proposal was not awarded funding, it highlighted joint potential project opportunities and common interests;

WHEREAS, HRS section 206M-2(a)(7) directs HTDC to coordinate with other State agencies and entities to support the innovation and technology industry as it relates to growing the aquaculture sector;

WHEREAS, NELHA's purpose as detailed in HRS chapter 227D, which is to facilitate research, development, and commercialization of natural energy resources and ocean-related research, technology, and industry in Hawai'i and to engage in retail, commercial, or tourism activities that will financially support that research, development, and commercialization at a research and technology park in Hawai'i;

WHEREAS, NELHA's HOST Park, located on 870 acres of land and including 4.4 square miles of ocean research corridor is the largest single green economic development project in the world. Its focus is on the uses of deep and surface ocean water for renewable energy research, aquaculture and other areas, as well as on sustainable uses of natural energy sources such as solar energy;

WHEREAS, NELHA has developed world-class aquaculture infrastructure that has been put in place at HOST Park. The State has invested over \$120 million since 1974 to create HOST Park, a unique outdoor demonstration site for ocean-based technologies. Three sets of pipelines deliver deep sea water from up to 3,000 ft. depth as well as pristine sea surface water;

WHEREAS, NELHA also serves as a business incubator, research facility, and economic development agency. It offers the opportunity for businesses and organizations using sea water, sunshine, and ingenuity to perform research, engage in conservation and education activities, workforce development, and produce sustainable commercial products from aquaculture;

WHEREAS, NELHA provides proof-of-concept (POC) and commercialization services to start-ups in Hawaii's Aquaculture cluster through the management of a contract for the operation of one of the only aquaculture accelerator's worldwide and has a limited partnership agreement for one \$10 million follow-on venture investment funds and access to one additional follow-on venture fund of \$10 million managed by its same contractor for successful business coming out of the aquaculture accelerator. These efforts have demonstrated the State's commitment to developing Hawaii's commercial aquaculture industry and focus entrepreneur and investor interest on Hawai'i as a location for globally relevant aquaculture companies; and

WHEREAS, HOST Park is essentially a POC or outdoor demonstration site for universities, businesses and individuals that have completed their work in the laboratory and are entering the next phase in their growth, which is to scale up their aquaculture technology outside the laboratory in real world conditions. In this regard, HOST Park plays a key role as a site for these demonstrations and allowing start up aquaculture business before graduating to other sites around the State, including sites being developed by ADC.

NOW, THEREFORE, the Parties hereby memorialize their intention to collaborate on efforts to grow the aquaculture sector of Hawaii's economy as described below.

BACKGROUND AND OVERVIEW.

Purpose. This MOU documents the intended relationship between the Parties to encourage, support, and facilitate planning, implementation, and research related activities between the Parties in this MOU. Each Party may contribute to this effort through appropriate means including, but not limited to, cash or in-kind support, program and project coordination, information sharing of other relevant expertise, and program and project management of implementation elements defined in this MOU.

Policy. The general policy, areas of cooperation, and joint activities are planned by ADC, HTDC and NELHA. All work done or actions taken are consistent with the mission of each Party to support identification of opportunities to grow the aquaculture sector in Hawai'i.

Non-Binding. This MOU does not create a binding agreement and is not enforceable in a court of law as a contract. This MOU shall not be used to obligate or commit funds, or as the basis for the transfer of funds. This MOU does not commit any Party to take any actions. The actions of each Party are independent of the actions of the other Party. The Parties anticipate their activities under this MOU will lead to agreements to perform and pay for certain tasks, the details of which will be memorialized in final binding agreement(s), if any.

The Parties intend to: 1) cooperate and share resources to identify growth opportunities; 2) provide experts and resources as needed to complete this work; 3) provide the information gathered for the betterment of others; and, 4) provide the following additional resources to implement this project.

MANAGEMENT AND PROGRAM GUIDELINES.

Scope of Collaboration. The Parties shall leverage their assets, to support the overlap in mission, including but not limited to the following:

1. Sharing best practices, templates, and collateral;
2. Cost-sharing in activities and contracts that are mutually beneficial;
3. Pursuing federal grant opportunities as they arise;
4. Promoting each other's programs and events, whenever appropriate, through newsletters, email marketing, and social media platforms;
5. Exploring new aquaculture opportunities;
6. Surveying and reporting on shared companies served; and
7. Meeting quarterly, or as deemed appropriate, to identify and plan new joint venture partnership opportunities.

ADC intends to provide:

1. Identification and collaboration opportunities within current licensees, lands and identified future licensees and lands;
2. Access to data collected from licensees regarding current production and needs for equipment, expertise, and funding for future scale of their production needs;
3. Information collected regarding the logistics for inter-island and export of goods and services;
4. Business development expertise specific to agricultural and value-added agricultural production in Hawai'i;
5. Identification and collaboration on energy projects for creating business efficiencies for land holdings and licensees; and
6. Identification and collaboration regarding current and future needs of Food & Product Innovation Network clients.

HTDC intends to provide:

1. Expertise on managing and coordinating technology and local Hawai'i accelerator programs;
2. Access to the Department of Commerce – National Institute of Standard and Technology – Manufacturing Extension Partnership Program National Network Resource (NIST MEP);
3. Partnership with Statewide Economic Development Partnership network; and
4. Sharing of Hawai'i SBIR PROGRAM best practices on working with technology companies in Hawai'i.

NELHA intends to provide:

1. Technical expertise to ADC in the development of requests for proposals, solicitations, etc. for aquaculture projects;
2. Access to data collected at NELHA through its SCADA system;
3. Access to laboratory facilities and water quality laboratory;
4. Business development expertise specific to aquaculture in Hawai'i;
5. Grant ADC access to system performance data;
6. Monitoring, analyzing and sharing the aggregate and non-proprietary operation and performance data of aquaculture businesses at HOST Park; and
7. Participating in education and outreach and workforce development for the aquaculture sector.

Management Arrangements. This MOU envisions direct communication between ADC, HTDC, and NELHA officials involved in managing the information to be exchanged.

1. This MOU is intended to broadly state the basic understandings of the Parties of the tasks described herein.

2. This MOU in no way restricts the Parties from participating in any activity with other public or private agencies, organizations, or individuals.
3. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
4. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
5. Nothing herein is intended to create a common-law "partnership" with joint and several liabilities of any Party for the acts or omissions of any other Party/Parties.

ADMINISTRATION.

Patent and Technical Data. Parties shall retain exclusive right, title, and interest to their individual underlying technologies if any. No Party warrants that any information or technology disclosed to the other Party shall be merchantable or fit for a particular purpose or free of claims of infringement from third parties.

Release of Information. Production or release to news media, to the general public, or any third party regarding the existence, nature, or purposes of this MOU shall require mutual written agreement of all Parties prior to its release; subject to any requirements of the Freedom of Information Act and the Uniform Information Practices Act, as applicable.

IMPLEMENTING AGREEMENTS.

The details of the levels of support to be furnished to one organization by the other(s) with respect to funding will be developed in specific implementing agreements subject to availability of funds.

Agreements or project plans that set forth specific arrangements for program implementation shall be separately developed and agreed to in implementing agreements facilitated by this MOU. Specific funding and tasking will be established under such implementing agreements.

Appropriate patent and other intellectual property provisions shall be included in implementing agreements entered into by the Parties.

MISCELLANEOUS.

1. The terms of this MOU shall be governed by the laws of the State of Hawai'i.

2. A Party may not transfer or assign its role in this MOU without the previous written consent of all other Parties. Any such attempt to transfer or assign shall be null and void.
3. This MOU is intended to document the intended relationship between the Parties without creating legally enforceable obligations upon the Parties. All actions documented in this MOU are subject to available funding, and no liability shall be imposed upon a Party for failure to undertake any activity documented.
4. This MOU be effective upon the signatures of all Parties and shall remain in full force and effect for a period of five (5) years from the effective date of the MOU. Any Party may withdraw from this MOU in its sole discretion upon thirty (30) days written notice to the other Parties.
5. Nothing in this MOU shall be deemed to constitute any Party hereto as partner, agent or representative of the other Parties or to create any fiduciary relationship between the Parties.
6. Each Party shall be responsible for damages or injury that may be caused by its respective agents and representatives within the scope of their employment and performance under this MOU, to the extent that the liability for such damage or injury has been determined by a court or otherwise agreed to by the Parties, and the responsible party shall pay for such damage and injury to the extent permitted by law. Claims for damage of any nature whatsoever shall be limited to direct damages only.
7. This MOU may be executed, and signatures transmitted electronically or by facsimile. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument notwithstanding that all of the Parties are not signatories to the same counterparts. For all purposes, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[The remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned being duly authorized by the respective agencies have signed this Memorandum of Understanding.

AGRIBUSINESS DEVELOPMENT CORPORATION

By: _____
Name: Wendy L. Gady
Its: Executive Director
Date: _____

HAWAII TECHNOLOGY DEVELOPMENT CORPORATION

By: _____
Name: _____
Its: _____
Date: _____

NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY

By: _____
Name: Gregory Paul Barbour
Its: Executive Director
Date: _____

COUNTY COUNCIL

Mel Rapozo, Chair
 KipuKai Kualī'i, Vice Chair
 Addison Bulosan
 Bernard P. Carvalho, Jr.
 Felicia Cowden
 Bill DeCosta
 Ross Kagawa

**OFFICE OF THE COUNTY CLERK**

Jade K. Fountain-Tanigawa, County Clerk
 Lyndon M. Yoshioka, Deputy County Clerk

Telephone: (808) 241-4188
 Facsimile: (808) 241-6349
 Email: cokcouncil@kauai.gov

Council Services Division
 4396 Rice Street, Suite 209
 Līhu'e, Kaua'i, Hawai'i 96766

December 14, 2023

Wendy L. Gady, Executive Director
 (Via Email Only: wendy.l.gady@hawaii.gov)

Dear Director Gady,

**RE: REQUEST FOR PUBLIC RECORDS AND INFORMATION
 RELATING TO AGRIBUSINESS DEVELOPMENT
 CORPORATION (ADC)**

This is to request public records and information relating to ADC. Please provide the following:

1. A list of all contracts by and between ADC and Kekaha Agricultural Association (KAA), as well as all contracts/leases provided by KAA.
2. A list of the contact email addresses for all ADC Board Members.

Thank you for your attention to this matter. Please note that a response by December 29, 2023 is requested. Should you have any questions, please feel free to contact me or Allison S. Okasaki, Council Legislative Assistant, at (808) 241-4189 or via email asokasaki@kauai.gov.

Sincerely,

BILL DECOSTA
 Councilmember, Kaua'i County Council

AAO:lc

cc: James Kunane Tokioka, Director, Department of Business, Economic Development & Tourism
 (Via Email Only: james.tokioka@hawaii.gov)
 Lyle Roe, Property Manager, Agribusiness Development Corporation
 (Via Email Only: lyle.t.roe@hawaii.gov)
 Dana Hazelton, Governor's Liaison
 (Via Email Only: dana.m.hazelton@hawaii.gov)

ACKNOWLEDGMENT TO REQUESTER

TO: Bill DeCosta
FROM: Agribusiness Development Corp.; 808-586-0187; Lyle Roe
(Agency and name & telephone number of contact person at agency)

DATE REQUEST RECEIVED: 2023-12-14

DATE OF ACKNOWLEDGEMENT: 2023-12-15

GOVERNMENT RECORDS YOU REQUESTED: (attach copy of request or provide brief description below)

1. *A list of all contracts by and between ADC and Kekaha Agricultural (sic) Association (KAA), as well as all contracts/leases provided by KAA*
2. *A list of the contact email addresses for all ADC Board Members (see attached)*

This acknowledgment is provided in accordance with section 2-71-13, Hawaii Administrative Rules ("HAR"), because the following extenuating circumstance(s) exist:

- ☐ Agency must consult with another person to determine whether the record is exempt from disclosure under chapter 92F, HRS.
- ☐ Request requires extensive agency efforts to search, review, or segregate the records, or otherwise prepare the records for inspection or copying.
- ☒ Agency requires additional time to respond to the request in order to avoid an unreasonable interference with its other statutory duties and functions.
- ☐ A natural disaster or other situation beyond the agency's control prevents the agency from sending a notice or responding to the request within ten business days.

Due to these extenuating circumstances, the agency will send you the written notice required by section 2-71-14, HAR, within a reasonable time not to exceed twenty business days following the date when the agency received your request. Among other things, this notice will inform you whether the agency intends (1) to disclose the record; (2) to deny access to all or part of the information in the requested record, identifying the portions that will not be disclosed and justifying the nondisclosure; or (3) that the agency is unable to disclose the record for the reasons given. The notice will also include the agency's good faith estimate of all fees that will be charged to the requester under section 2-71-19, HAR and the amount of prepayment required by the agency, if any.

If the agency is providing access to records, the agency will then:

- (1) Disclose the requested records within five business days after providing notice or, when applicable, after receiving a prepayment as provided for under section 2-71-19, HAR;
- or
- (2) Disclose the requested records in increments because the requested records are voluminous. See HAR § 2-71-15. Each increment will be disclosed within twenty business days after either (A) the prior incremental disclosure (if one prepayment of fees is required and received) or (B) receipt of each incremental prepayment required.

For questions about this acknowledgment, please contact the person named above. Questions regarding compliance with the UIPA may be directed to the Office of Information Practices at 808-586-1400 or oiip@hawaii.gov.



STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OULU AINA MAHIAI
235 S. Beretania Street, Suite 205
Honolulu, HI 96813

January 18, 2024

Subject: Discussion and action on letter from Senator Donovan Dela Cruz asking the ADC Board to waive attorney-client privilege with regards to the August 8, 2023 executive session minutes relating to the candidate interviews, discussion of executive director salary, and board selection of executive director

Request: Senator Donovan M. Dela Cruz

Authority: Sections 92-4(a), 92-5(a)(2) & (4), 163D-3(d), and 163D-4(a)(15), *Hawaii Revised Statutes (HRS)*

BACKGROUND: On November 3, 2023, the Office of Information Practices (OIP) issued its opinion in response to S APPEAL 24-02, where an anonymous individual asked OIP to determine if the ADC Board of Directors violated the Sunshine Law during its selection of the new executive director on August 8, 2023. (See November 16, 2023 ADC Board Agenda and submittal F-2, pages 051-086, for a copy of OIP Opinion No. F24-03, available at https://dbedt.hawaii.gov/adc/files/2023/11/23_11_16-ADC-Board-Meeting-Submittals-signed.pdf.) After review of the executive session minutes OIP found that “the discussion on how to inform the public that the selected candidate had accepted the employment offer was not authorized to be held in executive session and should instead have been done during the public session.” See OIP Op. Ltr. No. F24-03 at page 24. OIP further found that “the discussion of the salary amount was not so intertwined with the discussion of the two candidates, their qualifications, or their salary requirements as to justify a vote in executive session on the salary to be offered to an unidentified candidate.” See OIP Op. Ltr. No. F24-03 at page 25. OIP noted that the Board could have voted on the salary amount in public without frustrating the executive session purpose of protecting candidates’ privacy interests. See OIP Op. Ltr. No. F24-03 at page 25-26.

In regard to the candidate interviews, OIP found “that their status as applicants for government employment was a matter affecting privacy. . . . [and] that their respective interviews revealed not just their identities but additional information about their backgrounds and qualifications in which, as applicants, they had a privacy interest of the sort recognized under section 92-5(a)(2), HRS.” See OIP Op. Ltr. No. F24-03 at page 23. Likewise, Board discussions regarding the hiring of an employee were also involved a privacy interest subject to HRS section 92-5(a)(2), which OIP referred to as the “‘personnel-privacy exception’ to the Sunshine Law’s public meeting requirements” and

Discussion and action on letter from Senator Donovan Dela Cruz asking the ADC Board to waive attorney-client privilege with regards to the August 8, 2023 executive session minutes relating to the candidate interviews, discussion of executive director salary, and board selection of executive director
January 18, 2024

noted that HRS section 92-5(a)(2) “explicitly allows executive discussions regarding the ‘hire’ of an employee.” See OIP Op. Ltr. No. F24-03 at page 22-23. OIP concluded that “because the candidates’ status as applicants for government employment was a matter affecting privacy, and the candidates remained applicants until such time as the successful candidate accepted the Board’s offer, the Board could not have publicly voted on the question of hiring a specific candidate without revealing that candidate’s identity and thus frustrating the purpose of the executive session. OIP therefore concludes that the Board’s interviews of and discussions about the two candidates in executive session, including salary discussions, were proper.” See OIP Op. Ltr. No. F24-03 at page 23.

ADC had the option of requesting reconsideration of the November 3, 2023 OIP Opinion. See OIP Op. Ltr. No. F24-03 at page 36. At the ADC Board meeting held on November 16, 2023, it was decided that ADC would make no further response to OIP regarding OIP Op. Ltr. No. F24-03.

On November 17, 2023, Senator Donovan M. Dela Cruz sent a letter to Chair Watanabe requesting “a complete and unredacted copy of the minutes of the ADC Board’s executive meeting on August 8, 2023 for the purpose of discussing Agenda Items D.1, D.2 and D.3 relating to Executive Director candidate interviews, discussion of Executive Director salary, and board selection of Executive Director.”

Based on OIP’s opinion that the August 8, 2023 discussions regarding salary and the public notification method should have been conducted during the public session, the executive session minutes regarding that subject matter were redacted and provided to Senator Dela Cruz on November 21, 2023. Based on OIP’s opinion that the August 8, 2023 interviews and candidate discussions were properly held in executive session, information regarding the candidate interviews and selection of the new executive director were not disclosed.

In his November 17, 2023 letter, Senator Dela Cruz also requested that the Board waive its attorney-client privilege “with regard to any records responsive to this request as has been determined to be permissible pursuant to OIP Op. Ltr. No. 91-23.” Senator Dela Cruz was informed that his request would be presented to the Board at its next meeting.

REQUEST:

Senator Dela Cruz requests that the Board waive its attorney-client privilege in regard to the August 8, 2023 candidate interviews and selection of the new executive director.

OPERATIONAL PLAN:

N/A

CONSERVATION PLAN:

N/A

Discussion and action on letter from Senator Donovan Dela Cruz asking the ADC Board to waive attorney-client privilege with regards to the August 8, 2023 executive session minutes relating to the candidate interviews, discussion of executive director salary, and board selection of executive director
January 18, 2024

CHAPTER 343:

N/A

RECOMMENDATION:

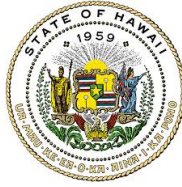
Subject to Board discussion in executive session pursuant to section 92-5(a)(4), HRS.

Respectfully Submitted,

Lyle Roe

LYLE ROE

Asset Manager



The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

November 17, 2023

Mr. Warren Watanabe, Chair
Agribusiness Development Corporation
235 S. Beretania St., Rm 205
Honolulu, Hawaii 96813

Aloha Chair Watanabe:

An anonymous complaint was filed to the Office of Information Practices against the Agribusiness Development Corporation (ADC) Board of Directors (Board). This resulted in Formal Opinion No. 24-03 relating to the Selection of the New Executive Director.

A request is hereby made for a complete and unredacted copy of the minutes of the ADC Board's executive session meeting on August 8, 2023 for the purpose of discussing Agenda Items D.1, D.2 and D.3 relating to Executive Director candidate interviews, discussion of Executive Director salary, and board selection of Executive Director.

As the requested government records relate to the selection of the Executive Director by the ADC Board, it is the position of the requester that pursuant to Section 92F-14(a), Hawaii Revised Statutes, the public interest in disclosure of the executive session minutes outweighs the privacy interest of the individual and therefore disclosure of the requested government records shall not constitute a clearly unwarranted invasion of personal privacy. Additionally, it is requested that the attorney-client privilege be waived with regard to any records responsive to this request as has been determined to be permissible pursuant to OIP Op. Ltr. No. 91-23.

I would appreciate your response by 4:00 p.m., November 21, 2023. Please respond via email to Committee Clerk Scott Fuji at s.fuji@capitol.hawaii.gov. Please contact Scott Fuji at 586-6639 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Donovan M. Dela Cruz", written over a large, stylized, handwritten number "7".

Senator Donovan M. Dela Cruz



JOSH GREEN
GOVERNOR

WENDY L. GADY
EXECUTIVE DIRECTOR

SYLVIA LUKE
LT. GOVERNOR

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
235 S. Beretania Street, Suite 205
Honolulu, Hawaii 96813
Phone: (808) 586-0186 Fax: (808) 586-0189

November 21, 2021

Senator Donovan M. Dela Cruz
415 S. Beretania Street, Rm. 208
Honolulu, HI 96813
c/o Committee Clerk Scott Fuji
via email to
s.fuji@capitol.hawaii.gov

Dear Senator Dela Cruz:

Thank you for your letter dated November 17, 2023. Attached please find redacted minutes from the executive session of the Board of Directors of the State of Hawai'i, Agribusiness Development Corporation's meeting held on August 8, 2023.

As to your other requests, they will be brought up at the next board meeting.

Regards,

For Warren Watanabe, Chair
Agribusiness Development Corporation

Attachment



January 8, 2023

Ms. Wendy Gady
Executive Director
Agribusiness Development Corporation
235 S. Beretania Street, Room 205
Honolulu, Hawai'i 96813

Re: Status update on License Agreements LI-K1702 and LI-K1703

Dear Ms. Gady:

Aloha, and congratulations on your appointment as ADC Executive Director.

We are writing to provide an update on the West Kauai Energy Project (WKEP) and the referenced License Agreements. As you may know, KIUC and ADC announced last month that we would no longer be pursuing the flow-through hydro portion of WKEP. This impacts the license agreements as follows:

- License Agreement LI-K1702 (Kōke'e Ditch, OCR): Due to the abandonment of the flow-through hydro portion of WKEP, KIUC is no longer pursuing a lease for the long-term operation and maintenance of Kōke'e Ditch. Therefore, KIUC does not intend to request extension of this license or execution of a lease for Kōke'e Ditch.
- License Agreement LI-K1703 (Mānā Reservoir, OCR): KIUC and AES are currently conducting an analysis of the financial feasibility of the solar pumped storage component of WKEP. We anticipate deciding whether or not a scaled-back project will be pursued within the next three months. Should we decide to move forward, KIUC and AES will make a request of ADC relative to this license and leases for Mana Reservoir and land for the solar component of the project.

Mahalo for your consideration.

Best regards,

David Bissell
President and Chief Executive Officer

c: Lyle Roe, Property Manager, ADC
Delanie D. Prescott-Tate, Deputy Attorney General
Wayne Watanabe, ADC Board Chair
Lyle Tabata, ADC Board Vice Chair
Laurel Loo, KIUC General Counsel