

## Hulopo'e Beach Park Council Meeting

Lana'i Senior Citizens Center

Thursday, October 19, 2017

### MINUTES

#### SUMMARY OF MINUTES

- A. Sections of Beach – The Coons will provide a copy of the contract in next meeting.  
A map of the beach park was given and Mr. Coon will mark their area of their operation.  
They can only have 100 people at a time.  
They will not operate on weekends and company designated holidays.
  
- B. Safety Concerns – Northshore Lifeguard Association is willing to purchase (4) Rescue Tubes to be installed on the state line of the beach. Pulama to approve this install.
  
- C. No Bikes at the Park – This was a one-time incident and may not need to take any action unless it occurs again, however, audience Ron McOmbler in disagreement. This will be further discussed in next month's meeting. Will the company install bike racks?
  
- D. Responsibilities of Park Rangers – Responsibilities of Rangers were defined. No other comments made.
  
- E. SMA Permit for signs – Noemi to contact Munekiyo & Hiraga and or Planning Dept. to obtain update on the SMA Permit for signage.

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#### **Board Members in Attendance**

Sally Kaye	Simon Tajiri	Jerry Rabaino
Tuma Fauatea	Michelle Fujie	Letty Castillo
Butch Gima		

#### **Board Member(s) Absent**

Ella Yumol  
Tammy Sanches

**Meeting called to order:** 5:00pm

**Approval of Minutes:** October 19, 2017

**Rangers Report:** Presented by Michael Lopez

Mike L: This past month the Rangers have been enforcing the Park Rules, speeding. The pickup/drop off location in front of the bathroom has been changed to "No Parking" zone. This change is due to safety reasons.

Butch G: Asked Mike to start collecting data if non-resident campers are migrating over on the beach side using the local tables. This will determine whether to eliminate weekend camping. Will this be a growing issue?

<b><u>Boat Count</u></b>	<b>Sept 2017</b>	<b>Sept 2016</b>
1. Trilogy	1,533	1,506
2. Expeditions Ferry	444	341
3. Paragon	168	259
4. Maui Nui	117	167
<b>TOTAL</b>	<b>2,262</b>	<b>2,273</b>

**Campers**

	<b>Sept 2017</b>	<b>Sept 2016</b> (not implemented yet)
1. Resident	275	
2. Non-Resident Campers	425	
3. # of Camp Nights	62	
4. # of Reservations	34	
5. Non Resident Sponsorship	48	

**Four Seasons Kiosk**

	<b>Sept 2017</b>	<b>Sept 2016</b>
1. Guests	1,402	3,497

**OLD BUSINESS**

**A. Sections of Beach – Trilogy (Michelle Fujie)**

1. Trilogy Contract Agreement – As it was discussed in last month’s meeting, there was concern that Trilogy guests has not been following the protocol and occupying other tables that is not reserved for Trilogy.

The Agreement that is in the binder (August 2016 section) does not have the information we are looking for. There is another contract. Butch asked the Coons, (as they were present at the meeting) if they have a copy of the contract.

Mr. Coon: Answered, yes they do have a copy of the contract and will send it electronically to the members. This last contract was signed in 1986. Mr. Coon shared some history of Trilogy involvement with Lanai and Hulopo’e Beach Park. Pre Agreement, before Trilogy started doing trips to Lanai in early 1973, they asked permission with Castle & Cooke to start running commercial charters to Lana’i. As per Castle & Cooke, there were 2 or 3 different entities that had come and gone, started businesses but never asked the company to do commercial charters. The Company thanked them and gave them their blessings. Trilogy made the commitment to the Community and Company to operate Monday thru Friday. A few years later, there were two other companies that came in and started running charters 7 days a week. The community and Trilogy asked those two companies to not operate on weekends and holidays, however, they were not receptive to their suggestion. Trilogy wrote a letter to the Community and Castle & Cooke and basically took the outline of the agreement that they will operate Monday thru Friday, except holidays. Ten days after that letter, Castle & Cooke issued a Press Release that

they were going to start controlling tour boats coming to Hulopo'e, in exception of Trilogy as they were the first one to pay.

The year 1986/1987, as Mr. David Murdock had just purchased Lana'i. Castle & Cooke was negotiating with the County to develop the Manele Hulopo'e District. The Planning Director, Chris Hart and Ron Hadani who was the main person at that time reviewed the contract and had no problem with the Coon Family's operation. Chris Hart ensured the following was added in their agreement under the "Under Priority of Use - Companies that have preexisting agreement with the Company will have continued commercial access". They were the only company that was still coming to Lanai.

Castle & Cooke wrote to Trilogy a Transition letter from the contract to the Unilateral Agreement. Mr. Coon's understanding at that point, they were no longer on the contract. It entered a new jurisdiction and under the Park Rules. It was an understanding with Castle & Cooke and Trilogy they were grandfathered in the unilateral agreement.

Trilogy will still abide by the language that was in the contract that says "we will not operate on weekends and holidays".

Mr. Coon asked what was the problem? Why is their operation in question? Michelle clarified as described in section A1 of these minutes.

Butch G: Butch also clarified that was the reason why they wanted to see the Agreement to see if there were any conditions or restrictions on their operation at Hulopo'e beach.

Mr. Coon: Mr. Coon, read out the restrictions: 1) They can only have 100 people at a time 2) they will not operate on weekends and company designated holidays.

Mr. Coon was unsure what the conditions are and will provide a copy of the contract.

Jerry R: Jerry brought to attention, going back in October 2003 minutes, it described the stipulations:

- a) Trilogy boundary area –discussion of site and boundary lines and how wide the allowed area should be. Shower stalls are included. The second Banyan tree is where the boundary for the site of Trilogy to be discussed. That was the stipulations at that time as there was Aikane

(Seabird) and Windjammer, but later pulled out when they learned Trilogy had an agreement with Castle & Cooke.

- b) Also read out a letter dated July 5<sup>th</sup> 2002, Hulopo'e Beach Park Notice Cease and Detest. It pertained to Paragon but does not mention Trilogy. Letter said, "please be advised, Castle & Cooke will take all action to enforce chapter 19.70 of the Maui County Codes and Park, in order to maintain the integrity of the park for the benefit of Lanai residents and visitors including but not limited to arrest and prosecution....."

Michelle F: Reiterates to Jerry the reason we are reviewing Trilogy's agreement. Asks Jerry if what he's stating includes a clear definition of what their boundaries are? Michelle asked to un share that information.

Sally K: Sally asked Mr. Coon what does he mean by grand-fathered? Does it mean that they have a sufficient permission on the beach and don't need an Agreement? Says she has a copy of the signed agreement dated 1986. Do you consider the most current agreement to still be in force?

Mr. Coon: Answered, yes that is a sufficient permission, they are grandfathered in. They pay Pulama \$8.32 per person. There's two Agreements. One is the agreement to pay them for use of the facility and the other is actual permission to continued commercial access.

We consider the memorialization in the unilateral agreement in the Beach Park Rules to recognize the agreement with Castle & Cooke and from that point, there was no need for another agreement. Trilogy was controlled by the unilateral agreement in the beach park rules. However, Castle & Cooke had the authority to change the fee structure, which they have done three times. It started at \$3, then to \$5 then to \$8.

The only jurisdiction that Pulama would have in this agreement would be the fee structure. According to Article III, Operating Permits and Fees, superseded whatever agreements were in existence. In the Unilateral Agreement, Beach Park Rules, the company can determine who to give the permit to, however, the present operators who has preexisting agreement with the company shall have continued commercial access.

From that point on Castle & Cooke had no authority for they were also bound by the Park Rules.

As far as the area, over a period of 45 years, that area has been established by the Beach Park Council to designate where our area should be.

Michelle F/Butch F: Butch made the motion to defer this subject to the next meeting until we receive a copy of the contract.

All were in favor.

To better understand exactly where their designated area, Michelle asked Mr. Coon to review the map handout and to mark the boundaries.

Discussion closed until we receive proper documentations.

## **B. Safety Concerns (Michelle Fujie)**

1. Update from retired Lifeguard, Joe Golonka – Northshore Lifeguard Association to donate Rescue Tubes.

Audience Joe Golonka: Contacted the Colin/Chief Maui Lifeguard. Said if it's a state beach and not a state park, it would be okay to put up the Rescue Tubes. Pulama has to approve the installation. Northshore Lifeguard Association is willing to purchase (4) Rescue Tubes. The concern is liability. The Rotary Club on Maui is willing to help out if the Lanai Rotary will not do it. The tubes will be installed on the state line. Signs are required and hoping Pulama will approve as well as having the Rangers put up the signs when there's high surf.

Noemi B: Provided an update on the signs. Permits were submitted and awaiting for the permit. There are (6) Flood Zone signs that were verified and passed the requirements by the company.

Audience Joe G: Would like to start up the Junior Lifeguard Program. Implementing an incentive program earning credits might motivate the kids.

Michelle F: Suggests holding a presentation of ocean safety presentation in the school assembly.

## **NEW BUSINESS**

### **A. Welcome – New Member, Sally Kaye (Michelle Fujie)**

Michelle F: Sally will be replacing John Dela Cruz, representing the Senior Citizens

**B. No Bikes at the Park (Noemi Barbadillo)**

1. Clarification/discussion on this rule. Beach user challenged the Rangers and sent a letter (see handout)

Noemi B: There was an email sent from a beach user because he could not park his bike at the beach park (by the tables).  
According to the rules page 3, Article II, C1 & C2, "The Company will designate, by posting signs, areas where certain activities, including but not limited to the following are prohibited: Active recreational uses, such as football or baseball, which endanger or impair the use and enjoyment of the park by others and Ride on roller skates, skate boards or bicycles".

The Rangers have been enforcing this rule and advised the beach user to park his bike at the parking lot or by the bathroom. However, he was not happy with that and left.

Noemi is asking from the Council their thoughts are on this. Are you okay with bikes on the beach park, install bike racks?

Audience Ron McO: Asked, why are the bikers that comes for the bike race allowed to bring their bikes at the park?

Noemi B: Answered: Because they have a permit for property access.

Audience Ron McO: Ron, in disagreement.

Simon T: Simon, not quite understands the wording in the rules. The rule sounds like its pertaining how dangerous to ride a skate board or a bicycle. What is exactly the rule prohibiting? The actual object or activity?

Jerry R: Feels, the park rules needs to clarify what is allowed or restricted.

Butch G: As Ron McOmer made an objection to this agenda, we should move on and discuss in next meeting. Secondly, we should have an executive session on how we get topics on the agenda, what is Quorum, how we vote on things. Third, feels we don't need to take any action on this agenda, for this was a one-time incident. Should there be a pattern, then we have more reason to take action.

- Sally K: Suggests to the Company to consider providing a bike rack.
- Jerry R: Also suggests, tracking how many bikes are coming in the park.
- Butch G: Question to Noemi to describe the specific signs, synergy design letter and concerns on the signs attached to the trees. These are the three things the Planning Dept. would question Munekiyo, Hiraga before they would consider approving the SMA Permit.
- Noemi B: The only signs she knows of that are attached to the trees are by the pump and by the surf area.
- Butch G: Wanted clarification that the Park Rules will not be posted on trees as that is the question asked by the Planning Dept.
- Requests to Noemi to contact the point person or contact Brian Esmeralda/Munekiyo & Hiraga and Keith Scott/Planning Dept. to get an update on the SMA Permit. Also request an email sent to the members on the update. This process has taken too long.
- Noemi B: Ensured Butch, the Park Rules will not be posted on trees.

**C. Responsibilities of Park Rangers (Mike Lopez/Noemi Barbadillo)**

1. There was a concern by a community member that the responsibility of the Rangers are spread out and multiple responsibilities (landscaping, cleaning bathrooms, etc.) that the Rangers are not able to really do what a Ranger should be doing

- Noemi B: Responsibilities of the Rangers are: to assist with the monitoring of the beach park, maintain overall cleanliness of Beach Park, not the beach itself, but everything high water mark and up.
- In the past, people have complained, the Rangers don't have enough to do, so we gave them things to do. They replenish the bathrooms at the harbor and at the park. Maintain and repair anything that is broken. Maintain the Fisherman Trails at the harbor to make sure the trail is clear. The walk to the trail takes 2 hours.

- Mike L: Made everyone aware they are doing a lot to maintain the park. Other things are done to enforce the rules.
- Tuma F: Also confirms there are some residents that have no respect to the beach and some that retaliates.
- Audience: Emergency at the Beach – is it part of the Rangers responsibility to respond?
- Noemi B: Rangers are not responsible but will assist in calling 911. They are not first responders.
- Audience: Kimokeo with Paddle for Life/ Pacific Cancer Foundation would like to give back to the community and bring in (4) canoes to attend the La Hana Stewardship at Fish Pond and Maunalei. Asking the Council for their approval.
- Noemi B: Advised to Audience for Kimokeo to submit an application for Property Access. Same process as when they do their Paddle for Life activity.
- Audience Alberta DeJetly: When someone is damaging the park, why aren't they being banned from use of the park?
- Noemi B: The Ranger's do talk to the person and do contact the Police.
- Butch G: Made a motion to recess this meeting.  
Request to set up a date for an executive session to determine How to run a more formal meeting, what goes on the agenda, what is Quorum, how we vote on things, etc.
- All were in favor.

**ADJOURNMENT:** Meeting adjourned at 6:34pm