HONOLULU CITY COUNCIL

KE KANIHELA O KE KALANA O HONOLULU

CITY AND COUNTY OF HONOLULU

No. 26-209

RESOLUTION

APPROVING THE MONTH-TO-MONTH RENTAL WITH MRS. LEIALOHA "ROCKY" KALUHIWA, FOR UP TO THREE YEARS, WITHIN A PORTION OF HE'EIA KEA VALLEY NATURE PARK, KANE'OHE, HAWAI'I, TAX MAP KEY NO.: (1) 4-6-016:032.

WHEREAS, Section 38-3.1 of the Revised Ordinances of Honolulu 2021, as amended ("ROH"), provides that the Director of the Department of Budget and Fiscal Services ("BFS Director") may award contracts to lease or rent property on terms, conditions, and rentals approved by the Corporation Counsel as to form and legality without calling for public bids when real property and/or improvements thereon have been acquired by the City by eminent domain proceedings, or negotiated purchase or exchange in lieu thereof, and where immediate use of the property acquired is not necessary; and

WHEREAS, ROH Section 38-3.1 further provides that the total tenancy under any such lease or rental agreement shall not exceed one year, provided that upon recommendation of the BFS Director, the City Council may, by resolution, approve successive continuations of a month-to-month tenancy, each for up to one year; and

WHEREAS, ROH Section 38-3.1 further provides that if the BFS Director determines there are extraordinary circumstances, the BFS Director may recommend, and the City Council may, by adoption of a single resolution, approve a rental agreement with a month-to-month tenancy for up to four years; and

WHEREAS, pursuant to that certain Final Order of Condemnation dated April 4, 2018, and recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. A-67030549 and in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document No. 10355240, the City condemned that certain property commonly known as He'eia Kea Valley Nature Park, and identified as Tax Map Key No. (1) 4-6-016:032 ("Park Property"); and

WHEREAS, Mrs. Leialoha "Rocky" Kaluhiwa has been residing on a portion of the Park Property that contains a structure that may be used for residential purposes ("Premises") prior to the City's condemnation of the Park Property; and

WHEREAS, pursuant to ROH Section 38-3.1, the BFS Director and the Director of the Department of Parks and Recreation ("DPR Director") have determined that there are extraordinary circumstances to allow Mrs. Kaluhiwa to rent the Premises from the City, as there are no immediate planned uses for the Park Property by the City, and the City benefits from Mrs. Kaluhiwa's continued occupancy of the Premises because Mrs. Kaluhiwa provides presence on the Park Property; and

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HONOLULU CITY COUNCIL

KE KANIHELA O KE KALANA O HONOLULU

CITY AND COUNTY OF HONOLULU

No. 26-209

RESOLUTION

WHEREAS, pursuant to ROH Section 38-3.1, the BFS Director and the DPR Director have requested the City Council's approval to execute a rental agreement ("Rental Agreement") with Mrs. Kaluhiwa, pursuant to which the City will rent to Mrs. Kaluhiwa the Premises on a month-to-month basis for up to three (3) years, at a monthly rent of $700 for the first year, which is based on an appraisal completed by the Department of Design and Construction ("DDC"), and the monthly rent for the second and third year, if the Rental Agreement is still in effect at such time, to be determined by a new appraisal by DDC, and subject to additional terms and conditions as set forth in the Rental Agreement, which is attached hereto as Exhibit A and by reference is incorporated herein; and

BE IT RESOLVED by the Council of the City and County of Honolulu that the BFS Director be authorized to execute the Rental Agreement with Mrs. Kaluhiwa for the rental of the Premises on a month-to-month basis for up to three (3) years, pursuant to the terms, conditions, and provisions approved by the City's Corporation Counsel as being necessary, advisable, or desirable for such purposes; and

HONOLULU CITY COUNCIL

KE KANIHELA O KE KALANA O HONOLULU

CITY AND COUNTY OF HONOLULU

No. 26-209

RESOLUTION

BE IT FINALLY RESOLVED that the Clerk be directed to transmit a certified copy of this resolution to the BFS Director and the DPR Director.

INTRODUCED BY:

(br)

Councilmembers

DATE OF INTRODUCTION:

SEP 17 2026

Honolulu, Hawai'i

EXHIBIT A

EXHIBIT A

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made this _____ day of _____, 20____, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawai'i, hereinafter referred to as the "City," and Leialoha "Rocky" Kaluhiwa, whose mailing address is P. O. Box 4736, Kāne'ohe, Hawai'i 96744, hereinafter referred to as the "Tenant."

WHEREAS, Section 38-3.1, Revised Ordinances of Honolulu 2021, as amended, ("ROH") provides that the Director of the Department of Budget and Fiscal Services ("BFS Director") may award contracts to lease or rent property on terms, conditions and rentals approved by the corporation counsel as to form and legality without calling for public bids when real property and/or improvements thereon have been acquired by the city by eminent domain proceedings, or negotiated purchase or exchange in lieu thereof, and where immediate use of the property acquired is not necessary; and

WHEREAS, said Section 38-3.1 ROH further provides that the total tenancy under any such lease or rental agreement shall not exceed one year from the effective date of such lease or rental agreement, provided that with the consent of the City Council, a renewal or extension of tenancy beyond such period may be allowed; and

WHEREAS, said Section 38-3.1 ROH further provides that if the BFS Director determines that there are extraordinary circumstances, the BFS Director may recommend, and the City Council by adoption of a single resolution, approve a continuation of a month-to-month tenancy not to exceed four years; and

WHEREAS, Mrs. Leialoha "Rocky" Kaluhiwa has had a month-to-month tenancy with the City since 2007; and

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EXHIBIT A

WHEREAS, the BFS Director and the Director of the Department of Parks and Recreation ("DPR Director") have determined that there are extraordinary circumstances for the continuation of a month-to-month tenancy, not to exceed three years, with Mrs. Kaluhiwa as there are no immediate planned uses of the Property by the City; and

WHEREAS, the City Council adopted Resolution _____ on _____ approving a month-to-month Rental Agreement with Mrs. Kaluhiwa not to exceed three (3) years; and

NOW, THEREFORE, the Tenant does hereby covenant with the City and shall have the right to use the Property for the purposes described below:

1. PROPERTY

City-owned property located at 46-566 A Kamehameha Highway, He'eia, Hawai'i, situated within a portion of the He'eia Kea Valley Nature Park, and identified as

TMK: (1) 4-6-016:032 (portion), and shown colored in yellow on Exhibit A. Property contains one structure in which the Tenant may use and occupy as her residence.

2. TERM

The term of this Rental Agreement shall be month-to-month and commence on _____. Tenant must give written notice at least twenty-eight (28) days in advance to terminate. City must give tenant written notice at least forty-five (45) days in advance to terminate.

This Rental Agreement shall immediately terminate upon determination by any Federal, State, or municipal agency that the dwelling is no longer habitable for reasons of personal health and safety.

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EXHIBIT A

3. RENT

Tenant agrees to pay to the City rent at the rate of Seven Hundred Dollars ($700.00) per month for the first year of the rental term. The monthly rental fee is due and payable, without notice, in advance, on or before the first day of each succeeding calendar month at the Department of Budget and Fiscal Services, Division of Treasury, Miscellaneous Receivables Section, P.O. Box 135028, Honolulu, Hawai'i 96801-5028. Checks shall be made payable to the "City and County of Honolulu". Failure to pay the rent when due shall constitute a breach of this Rental Agreement and shall be grounds for termination of the same by the City.

4. LATE FEES

Interest at the rate of 1% simple interest per month shall be assessed for any overdue payment of rent not received by the first day of the month. If Tenant does not pay the rent when due, the City may give Tenant written notice demanding payment. If the rent is not paid within the time specified in the notice (not less than five (5) business days) after receipt of that notice, the City may terminate this Rental Agreement.

5. SECURITY DEPOSIT

Tenant must pay $700 IN ADVANCE as a security deposit. By law, this deposit may not be more than one month's rent. Tenant may not use this deposit as Tenant's last month's rent. Any interest earned on the security deposit shall accrue to the benefit of the City.

6. UTILITIES, TAXES, AND OTHER CHARGES

The Tenant shall, at its expense, contract and pay for all utility services, including water services. The Tenant shall also pay all taxes, charges and fees incurred or assessed against the premises rented or its use.

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EXHIBIT A

7. TENANT RESPONSIBILITY

A. Alterations. In accordance with federal and state laws, if Tenant has a disability, Tenant is permitted to make reasonable modifications to the property, at Tenant's expense, if such modifications are necessary to enable Tenant to use and enjoy the property; provided, however, that Tenant submits a request for the modification to the City for approval prior to commencement of the work. Tenant's request shall state, with specifically and in detail, the nature of the modification, and Tenant's reason for needing to make such a modification. City shall not unreasonably without withhold or delay City's consent to Tenant's request. Upon the termination of this Rental Agreement, Tenant is required to return the property to its original condition at no cost or expense to the City.

B. Compliance with Rules. Tenant agrees to comply with all laws and rules that apply to the property and to Tenant's use of the property, including, but not limited to: 1) any federal, state and county laws; and 2) any covenants, conditions and restrictions.

C. Hazardous Waste and Toxic Substances. Tenant shall not bring or permit to be brought or stored hazardous substances in, on or under the property and shall be liable for any costs to remediate or remove such materials.

D. Insurance. Tenant understands that the City's insurance does not cover tenant's belongings or damage caused by Tenant. Tenant agrees that the City is not responsible for any loss or damage during the term of this Rental Agreement. Tenant is advised to carry insurance covering all of Tenant's personal property located on the property. Tenant shall bear full responsibility for any loss or damage to Tenant's property including any loss or damage from fire, water, theft or any other cause.

DRAFT

EXHIBIT A

E. **Residential Use Only.** Tenant may use the property for residential purposes only. Tenant may only reside within the structure deemed as the residence. No additional dwelling units (ADU), tents, shipping containers, or other structures are to be used as dwellings. Tenant shall not conduct or permit the property to be used for any illegal, immoral, or indecent purposes nor shall it permit any disorderly activities on the property. The use of the property by third parties for breeding of animals, storage of any kind and parking of any type of vehicles such as cars, trucks or boats is strictly prohibited.

F. **No Subletting or Assignments.** The Tenant shall not sublet, assign, hypothecate, or mortgage this Rental Agreement, or any or all of its rights thereunder or assess, impose or collect any fees or charges to any person, entity or organization who desire access to He'eia Kea Valley Nature Park.

G. **Quiet Enjoyment.** The City covenants with the Tenant that upon the payment by the Tenant of the rents aforesaid and upon the observance and performance of the covenants hereinafter contained by the Tenant, the Tenant shall peaceably and quietly hold and enjoy the said premises for the term hereof without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through, or under it.

H. **Surrender Upon Termination.** The Tenant covenants with the City that upon the termination of this Rental Agreement, the Tenant shall remove all of its property, including any trailers and vehicles, and peaceably and quietly leave and surrender and deliver up to the City possession of the demised premises in a condition acceptable to the DPR Director, reasonable wear and tear excepted.

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EXHIBIT A

I. **No Rights of Survivorship.** The Rental Agreement shall immediately terminate upon the death of the Tenant. All occupants shall vacate the property within forty-five (45) days of notification.

J. **Indemnity.** The Tenant shall so conduct its activities upon the premises as not to endanger any person lawfully thereon. The Tenant shall indemnify, save, and hold harmless the City and all of its officers, agents, and employees from any and all deaths, losses, injuries, and damages to persons or property, and any and all claims, demands, liabilities therefor occasioned wholly or in part by acts or omissions of the Tenant, its agents, officers, employees, or any person or persons admitted said premises. The Tenant shall keep any article, equipment, vehicle, or personal property on the premises at its own risk and expense.

K. **Maintenance and Repair of Premise.** The Tenant shall maintain all existing grounds, improvements, and fixtures at its expense and shall be liable for any and all costs for repair therefor. The Tenant shall keep and maintain the premises in a clean and sanitary condition at all times. The Tenant shall not maintain any rubbish, trash, junk, or garbage dump, or any nuisance of whatever kind or nature on the rented premises, nor shall it permit anyone else to do so. The disposing of any rubbish by dumping, burying, or any other means shall not be permitted.

8. **LANDLORD'S RESPONSIBILITIES AND REMIDIES.**

A. **Discrimination.** City may not discriminate due to race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, disability, age or human immunodeficiency virus infection pursuant to Chapter 521 of the Hawai'i Revised Statutes Landlord Tenant Code.

EXHIBIT A

B. Possession. City will give Tenant possession of the property in its AS-IS, WHERE-IS, WITH ALL FAULTS condition at the beginning of the rental term. The Tenant shall not construct or install any improvements or fixtures on the property without the prior written consent of the DPR Director.

C. Right to Enter. City will give Tenant at least two (2) days' notice before entering the property, and enter only during reasonable hours, except in case of emergency as determined by City in its sole discretion. City may enter the property in order to: inspect, make needed or agreed repairs or improve the property, supply services as agreed, and show it to anyone who may want to buy, rent or finance it. City will not abuse this right or use it to harass Tenant. Tenant shall not unreasonably withhold Tenant's consent. City has no other right of entry except by court order, or if it appears that Tenant has abandoned the property.

D. Refund of Security Deposit. City must return Tenant's deposit, minus deduction, not later than fourteen (14) calendar days after the termination of this Rental Agreement. City must give Tenant a written statement at that time explaining any deductions. Deductions can be made to pay for any damages caused by Tenant quitting the property wrongfully.

E. Rent Increase. City must give Tenant written notice forty-five (45) days prior to any rent increase; Tenant must pay the increased rent or give a twenty-eight (28) day written notice to terminate.

F. Service of Notices. If City must give any notice to Tenant, City can serve it on any occupant of the Property. If City cannot deliver a notice to Tenant, City may post the notice in a conspicuous place on the property.

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EXHIBIT A

G. **Failure to Pay Rent**. If Tenant does not pay the rent or other sums due, City may give Tenant written notice demanding payment. If the rent is not paid within the time specified in the notice (not less than five (5) business days) after receipt of that notice, City may terminate the Rental Agreement. If City employs an attorney or collection agency, Tenant must pay for attorney's fees (not more than twenty-five percent (25%) of the unpaid rent) and costs, regardless of whether or not a lawsuit is filed.

H. **Illegal Activity.** Tenant may not use the property for any unlawful, improper, offensive purpose or illegal activity. City may terminate this Rental Agreement immediately if there is any illegal use of the property.

I. **Abandonment/Abandoned Possessions.** If Tenant is absent from the property for twenty (20) continuous days or more, without written notice, and has not paid the rent, City shall consider the property abandoned. If Tenant wrongfully quits, abandons or otherwise moves out of the property and leaves any personal property, which City determines to be of value, city may store, sell or donate the items, but City must first contact Tenant by mailing tenant a notice. After fifteen (15) days, City will advertise the items for sale or may donate the items to a charitable organization. Any proceeds from the sale, after expenses, will be held for thirty (30) days and afterwards will be forfeited. If City determines the abandoned personal property is of no value, city may dispose of such personal property without further notice or liability.

9. **LEAD-BASED PAINT DISCLOSURE**

Any structure on the premise constructed prior to 1978 may contain lead-based paint. The attached Lead-Based Paint Addendum is therefore made a part of this Agreement.

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EXHIBIT A

10. ASBESTOS DISCLOSURE

Tenant is aware that asbestos materials are hazardous to one's health, particularly if asbestos fibers are released into the air and inhaled. In the past (before 1979, but possibly since) asbestos was a commonly used insulation material in heating facilities and in certain types of floor and ceiling materials, shingles, plaster products, cement and other building materials. Tenant is aware that tenant should make appropriate inquiry into the possible existence of asbestos in the existing structure. Structures having "popcorn" or "cottage cheese" type ceilings may contain asbestos fibers for asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance should be done only by licensed abatement contractors.

11. MOLD DISCLOSURE

Tenant is aware that mold and/or other microscopic organisms may exist in the structure. Molds are simple, microscopic organisms, present everywhere. Mold spores may cause health problems. Mold will grow and multiply whenever sufficient moisture, temperature and organic material are present. City is not qualified to inspect the structure for mold or to make recommendations or determinations concerning possible health or safety issues.

12. HAWAI'I RESIDENTIAL LANDLORD TENANT CODE

The landlord Tenant Code is Chapter 521 of the Hawai'i Revised Statutes. Both City and Tenant should check the Landlord Tenant Code to learn what duties, rights and remedies they have in addition to what is contained in this Rental Agreement.

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EXHIBIT A

13. CONFLICT WITH THE LANDLORD TENANT CODE AND OTHER LAWS

If it is found that any part of this Rental Agreement or its terms conflict with the Landlord Tenant Code or any other Federal, State or County laws governing Landlord-Tenant relations, public health and safety, etc., then those laws will control; however, all other terms and conditions will still be valid and must be obeyed.

14. INTERPRETATION OF CONTRACT DOCUMENT

A. Whenever the context of this Rental Agreement requires it, the masculine shall be deemed to embrace and include the feminine and neuter, and the singular shall be deemed to include and embrace the plural.

B. If any question arises with respect to any provision of this Rental Agreement, the interpretation given and made by the BFS Director, shall govern and control.

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EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the day and year first above written.

APPROVED AS TO CONTENTS:

_____

Its
Department of Parks and Recreation

CITY AND COUNTY OF HONOLULU

By_____
Its
Department of Budget and Fiscal Services

"CITY"

APPROVED AS TO FORM
AND LEGALITY:

_____

Deputy Corporation Counsel

LEIALOHA "ROCKY" KALUHIWA

_____

"Tenant"

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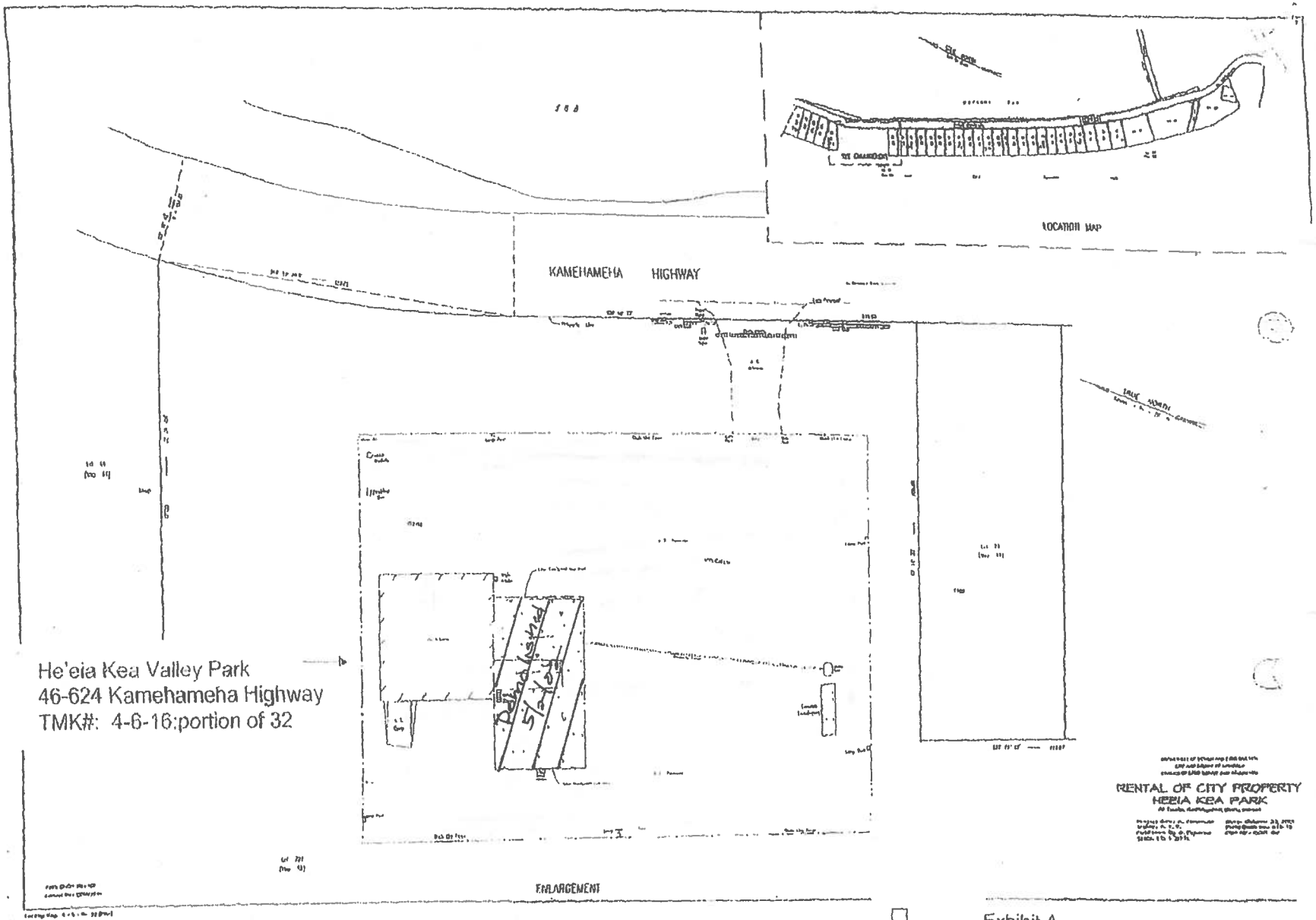


Exhibit A
He'eia Kea Valley Park
46-624 Kamehameha Highway
TMK#: 4-6-16:portion of 32

Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2026

English

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.

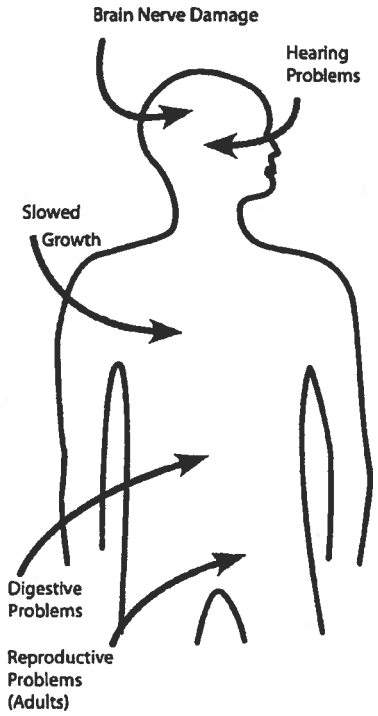
Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.



In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

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* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at epa.gov/lead.

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[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

The only way to find out if paint, dust or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory

- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 40 $\mu g/ft^2$ for interior window sills
- 100 $\mu g/ft^2$ for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

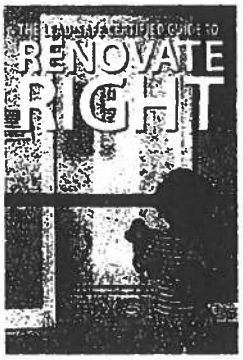
- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East-West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

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U.S. EPA
U.S. CPSC
U.S. HUD

EPA-747-K-26-001
January 2026

IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

RESOLUTION 26-209

Introduced:	09/17/26	By:	TOMMY WATERS - BY REQUEST	Committee:	INFRASTRUCTURE, TRANSPORTATION & TECHNOLOGY (ITT)

Title: APPROVING THE MONTH-TO-MONTH RENTAL WITH MRS. LEIALOHA "ROCKY" KALUHIWA, FOR UP TO THREE YEARS, WITHIN A PORTION OF HE'EIA KEA VALLEY NATURE PARK, KANE'OHE, HAWAI'I, TAX MAP KEY NO.: (1) 4-6-016:032.

Voting Legend: * = Aye w/Reservations

09/17/26	INTRO	Introduced.
09/23/26	ITT	Reported out for adoption. CR-260(26) 4 AYES: CORDERO, DOS SANTOS-TAM, OKIMOTO, TUPOLA 1 ABSENT: WEYER
10/07/26	CCL	Committee report and Resolution were adopted. 8 AYES: DOS SANTOS-TAM, KIA'ĀINA, NISHIMOTO, OKIMOTO, TULBA, TUPOLA, WATERS, WEYER 1 ABSENT: CORDERO

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

CHADD KADOTA, ACTING CITY CLERK

TOMMY WATERS, CHAIR AND PRESIDING OFFICER