

**Information and Discussion re: Memorandum of Understanding with the
State of Hawaii Department of Transportation, the City and County of
Honolulu Department of Planning and Permitting, the City and County of
Honolulu Department of Transportation Services, and the City and County
of Honolulu Department of Facility Maintenance for the Transfer of a
Portion of Franklin Delano Roosevelt Avenue Between the West Perimeter
Road and Enterprise Avenue to the Hawaii Community Development
Authority in the Kalaeloa Community Development District**

Staff Report

June 9, 2015

History:

- In 2001, the Barbers Point Naval Air Station (“BPNAS”) Redevelopment Commission (“Commission”), Department of Transportation (“DOT”), and City and County of Honolulu (“CCH”) entered into a Memorandum of Understanding (“2001 MOU”) transferring the ownership of various roadways in Kalaeloa to DOT and CCH as follows:
 - DOT: Franklin D. Roosevelt Avenue (hereinafter “FDR”), West Perimeter Road, Enterprise Avenue, and Coral Sea Road.
 - CCH: Saratoga Road, Independence Road, Tripoli Road, Yorktown Road, Shangri-La Road, Lexington Road, Hornet Road, Copahee Road, and Boxer Road.

Discussion:

- The 2001 MOU provided that when the roadways were transferred to the DOT (i.e., Roosevelt Avenue, Enterprise Avenue, Coral Sea Road and West Perimeter Road) at a time when these avenues and roads were brought up to CCH standards it would then be transferred to CCH (Exhibit A).
- Commencing in 2014, at the request of Councilmember Kymberly Marcos Pine, quarterly meetings have been held with the HCDA, the DOT, the Department of Transportation Services, the Department of Planning and Permitting, and the Department of Facility Maintenance to discuss the status of the roadways in Kalaeloa.
- The DOT, the HCDA, and the CCH have confirmed that such parties do not have any immediate plans to upgrade the Kalaeloa roadways to meet CCH standards.

- As consistent with past HCDA's activities, it is necessary to establish a Memorandum of Understanding allowing the conveyance of a portion FDR to the HCDA as the local redevelopment authority designated by the Legislature and the Navy to enter into such agreements to promote the improvements to the FDR and encourage multimodal transportation opportunities, and redevelopment along the FDR corridor (Exhibit B).

Authority:

§206E-4 Powers; generally. Except as otherwise limited by this chapter, the authority may:

- Section (3) Make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions under this chapter;
- Section (17) Do any and all things necessary to carry out its purposes and exercise the powers given and granted in this chapter;

[L 1976, c 153, pt of §1; am L 1990, c 86, §6; am L 1997, c 359, §3; am L 2000, c 253, §150; am L 2002, c 184, §4; am L 2009, c 18, §1; am L 2011, c 55, §2]

Attachments: Exhibit A - 2001 Kalaeloa Redevelopment Commission Roadway MOU
Exhibit B - 2015 Proposed Kalaeloa Roadway MOU-Portion FDR

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of 2/27/01, between and among Barbers Point Naval Air Station Redevelopment Commission (hereinafter "Commission"), State of Hawaii Department of Transportation (hereinafter "DOT"), and the City and County of Honolulu (hereinafter "City") as follows:

RECITALS

- A. The United States Navy is in the process of conveying approximately 2,250 acres of property located at the former Barbers Point Naval Air Station to various agencies of the state and city governments to be used for public purposes.
- B. Of these 2,250 acres, approximately 176 acres shall be used for roadways, associated drainage systems, and future roadway rights of way as shown on Exhibit 1 which is attached and incorporated by reference.
- C. The Commission does not have the capability to construct, operate, and maintain these roadways, associated drainage systems, and future roadway rights of way.
- D. The DOT and the City are capable of constructing, operating, and maintaining these roadways, associated drainage systems, and future roadway right of way.
- E. It is ultimately not desirable to split the ownership and responsibility for the construction, operation, and maintenance of these roadways, associated drainage systems, and future roadway right of way among the Commission, the DOT, and the City.
- F. Initially, the roadways, associated drainage systems, and future roadway right of way will be assigned by the Commission, some to the DOT and some to the City as detailed below.
- G. At a time to be agreed upon by all parties, the roadways and future roadway rights of way temporarily owned by the DOT will be dedicated to and turned over to the City.

NOW, THEREFORE, the parties agree as follows:

- 1. When the roadways and future roadway rights of way are received from the United States Navy by the Commission, the Commission agrees to transfer ownership of the same to the DOT and to the City as set forth below.
- 2. The Commission shall transfer ownership to and the DOT temporarily shall accept ownership to and shall accept responsibility to construct, operate, and maintain roadways, associated drainage systems, and future roadway rights of way which are shown in yellow in Exhibit 1 and which shall include:

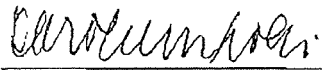
Exhibit A

- a. Enterprise Road, the primary access to the area and Kalaeloa Airport from Makakilo and Kapolei and from Honolulu via the H- 1 freeway.
 - b. Roosevelt Road, the Primary access to the area and Kalaeloa Airport from Ewa via Geiger and Fort Weaver Roads.
 - c. Coral Sea Road, the primary access to the Coast Guard Air Station.
 - d. West Perimeter Road, the logical extension of Coral Sea Road along the southern end of the parallel runways which will accommodate future access to Kalaeloa Airport and the area from Campbell Industrial Park.
 - e. North-south road connector right of way and the realignment of Coral Sea Road to Independence Road, which may be built in the future.
3. When Enterprise, Roosevelt, Coral Sea, West Perimeter Roads and the future north-south road connector right of way and realignment of Coral Sea Road to Independence Road (if such roads are ever built) meet City standards, DOT will dedicate and transfer ownership of these roadways and future roadway rights of way to the City.
 4. The DOT shall apply to the federal highway administration to classify all eligible roads within the former Barbers Point Naval Air Station so that they may qualify for federal funds for improvements.
 5. The Commission shall transfer ownership to and the City shall accept ownership of and responsibility to construct, operate, and maintain these roadways, associated drainage systems, and future roadway rights of way which are shown in green in Exhibit 1 and which shall include:
 - a. Saratoga Road between Midway and Boxer Roads.
 - b. Existing portion of Independence Road and the right of way for future extension of Independence Road to connect it with Geiger and Midway Roads.
 - c. Midway Road from Roosevelt to Saratoga Road from Enterprise Road to Hornet Road and the existing portion and right of way for future extension of Midway Road to Malakole Street within the Campbell Industrial Park.
 - d. Boxer Road from Hornet to Copahee Road and the right of way for future extension of Boxer Road from Copahee Road to West Perimeter Road.

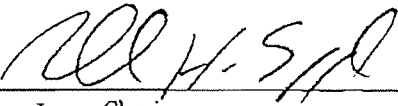
- e. Copahee Road from Roosevelt Road to Midway Road
- f. Hornet Road from Roosevelt Road to Boxer Road
- g. Lexington Road from Roosevelt Road to Midway Road
- h. Shangrila Road between Lexington and Enterprise Roads
- i. Yorktown Road between Lexington and Enterprise Roads
- j. Tripoli Road between Coral Sea and Essex Roads.

IN VIEW OF THE ABOVE, the parties execute this Memorandum of Understanding by their signatures, on the dates below, to be effective as of the date above first written.

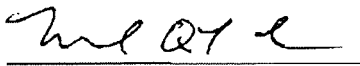
APPROVED AS TO FORM:


Deputy Attorney General


BARBERS POINT NAVAL AIR STATION
REDEVELOPMENT COMMISSION

By 
Its Chair
Date December 19, 2000

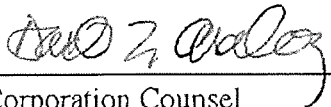
APPROVED AS TO FORM:


Deputy Attorney General

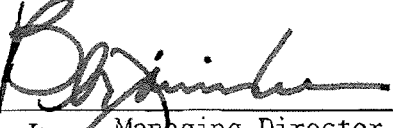
STATE DEPARTMENT OF TRANSPORTATION

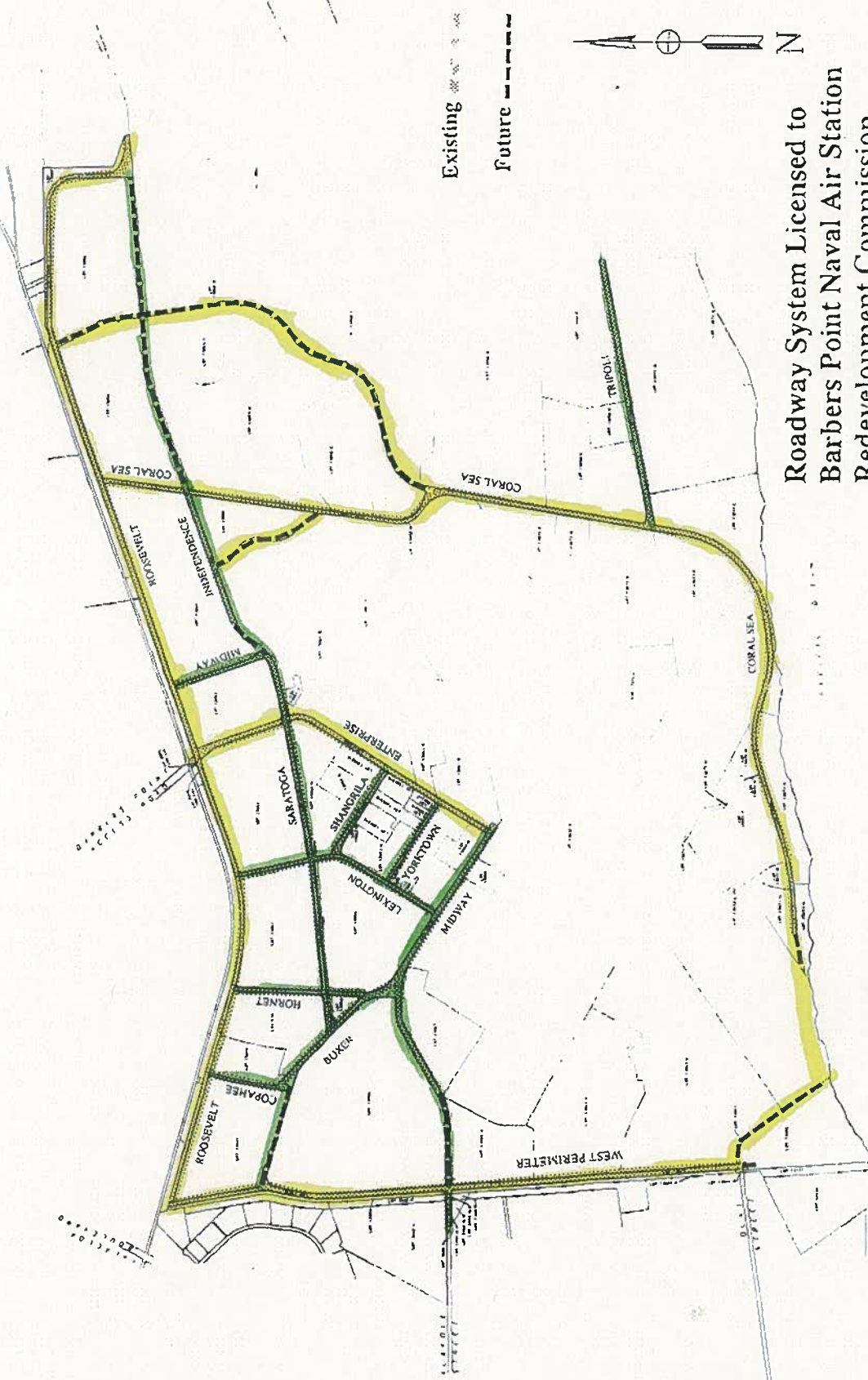
By 
Its Director
Date January 9, 2001

APPROVED AS TO FORM:


Corporation Counsel

CITY AND COUNTY OF HONOLULU

By 
Its Managing Director
Date February 27, 2001



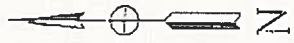
Roadway System Licensed to
 Barbers Point Naval Air Station
 Redevelopment Commission

As of July 1999 Revised October 1, 1999

State
 City

Existing

Future



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), executed on the respective dates of the signatures of the parties shown hereafter, is effective as of _____, 2015, between and among the State of Hawaii Department of Transportation (hereinafter “DOT”), the Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii , (hereinafter “HCDA”), the City and County of Honolulu Department of Planning & Permitting (hereinafter “DPP”), the City and County of Honolulu Department of Transportation Services (hereinafter “DTS”), and the City and County of Honolulu Department of Facility Maintenance (hereinafter “DFM”), as follows:

RECITALS

- A. On or about February 27, 2001, the Barbers Point Naval Air Station Redevelopment Commission (hereinafter “Commission”), DOT, and City and County of Honolulu (hereinafter “CCH”) entered into a Memorandum of Understanding (hereinafter “2001MOU”) transferring the ownership of various roadways in Kalaeloa to DOT and CCH as follows:
 - a. DOT: Franklin D. Roosevelt Avenue (hereinafter “FDR), West Perimeter Road, Enterprise Avenue, and Coral Sea Road.
 - b. CCH: Saratoga Road, Independence Road, Tripoli Road, Yorktown Road, Shangri-La Road, Lexington Road, Hornet Road, Copahee Road, and Boxer Road.
- B. In July 2002, the State of Hawaii Legislature transferred the powers, functions, and duties of the Commission to HCDA, including but not limited to, HCDA assuming the obligations to carry out any contracts entered into the Commission.
- C. There are more than 20 miles of existing roadways in Kalaeloa that do not meet either DOT or CCH roadway standards. The 2001 MOU intended that the roadways transferred to DOT would be improved to CCH standards and dedicated to CCH.
- D. Commencing in 2014, at the request of Councilmember Kymberly Marcos Pine, quarterly meetings have been held with HCDA, DOT, DTS, DPP, and DFM to discuss the status of the roadways in Kalaeloa.
- E. It was confirmed that DOT, HCDA, and CCH do not have any immediate plans to upgrade the Kalaeloa Roadways to meet CCH standards.
- F. The temporary ownership of FDR by the DOT has resulted in the application of differing roadway standards along the FDR corridor. The resulting and ongoing confusion and discrepancies in design standards has prolonged efforts to upgrade and develop infrastructure critical for enabling and encouraging new development in Kalaeloa.

- G. The parties hereto desire to initiate a demonstration project to improve FDR, encourage multi-modal transportation opportunities, and promote redevelopment along the FDR corridor.

NOW, THEREFORE, the parties agree as follows:

1. DOT shall transfer to HCDA ownership of: (a) a portion of FDR from West Perimeter Road to Enterprise Avenue (hereinafter "FDR-West"); as shown on the map attached and incorporated herein as Exhibit "A" and (b) a portion of the West Perimeter Road (hereinafter "WPR-Mauka") as shown on the map attached and incorporated herein as Exhibit "B." The conveyance shall be by quitclaim deed, subject to all existing liens, encumbrances, notices, covenants, conditions, reservations, restrictions, exceptions, and grants of easements. HCDA shall be responsible for operating and maintaining FDR-West, along with associated drainage systems. It is anticipated that WPR-Mauka will be closed and no longer maintained as a roadway.

Without limiting the foregoing and notwithstanding anything to the contrary contained in this memorandum agreement, after such conveyance to the HCDA, the DOT shall have no responsibilities, obligations, or liabilities as to FDR-West and WPR-Mauka including, but not limited to, any and all improvements and appurtenances related thereto.

Subject to the availability of funds and to the extent possible, HCDA shall make or caused to make improvements to the FDR-West based on a modified design of CCH's 80' Right of Way (hereinafter "ROW") Subdivision Standards (collectively, "FDR-West Improvements"). Upon written request by HCDA, CCH shall allow modifications from the Subdivision Standards to effectuate the intent of this MOU.

2. Fourteen (14) feet will be set aside on each side of the proposed 80 feet ROW for future FDR widening to 108 feet. To the extent possible, the ROW cross section will consist of the following elements: 20 foot concrete median, two 12 foot center lanes, two 12 foot curb lanes, and two 6 foot side concrete sidewalks. To the extent possible, a 10 foot multimodal path will be designed on each side of the ROW within the 14 foot road-widening set aside. Known obstructions such as the Navy electrical substation, GTE Hawaiian Telcom Central Office, and Kalaeloa rentals, Wakea Gardens Apartments shall remain in place for this project.
3. Approval of HCDA's construction plans for FDR-West Improvements by CCH will be considered as meeting CCH standards for dedication purposes. CCH shall provide inspection services during construction to ensure compliance with the approved construction plans. Upon final acceptance and declaration of satisfactory completion of the construction by CCH, HCDA

shall dedicate and transfer by quitclaim deed the ownership of FDR-West to the CCH.

- 4. The extension of Kamokila Boulevard Makai of FDR is part of the Kalaeloa Roadway Master Plan. This agreement anticipates the closure of WPR Mauka and the transfer of the ROW by the HCDA to the adjoining land owner in exchange for the construction and dedication of the new Kamokila Boulevard extension.
- 5. The provisions hereof shall be binding upon DOT, CCH and HCDA, their representatives, successors and assigns.
- 6. This MOU may be executed in several duplicate counterparts and such counterparts, when executed, shall constitute a single agreement.
- 7. This MOU cannot be modified except by a written instrument signed by all parties.

IN VIEW OF THE ABOVE, the parties execute this MOU by their signatures, on the dates below, to be effective as of the date above first written.

APPROVED AS TO FORM: HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII

Deputy Attorney General

By _____
Its _____
Date _____

APPROVED AS TO FORM: STATE OF HAWAII DEPARTMENT
OF TRANSPORTATION

Deputy Attorney General

By _____
Its _____
Date _____

APPROVED AS TO FORM: CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PLANNING &
PERMITTING

Deputy Corporation Counsel

By _____
Its _____
Date _____

APPROVED AS TO FORM:

CITY AND COUNTY OF HONOLULU
DEPARTMENT OF TRANSPORTATION
SERVICES

Deputy Corporation Counsel

By _____
Its _____
Date _____

APPROVED AS TO FORM:

CITY AND COUNTY OF HONOLULU
DEPARTMENT OF FACILITY
MAINTENANCE

Deputy Corporation Counsel

By _____
Its _____
Date _____

EXHIBIT A
 (DRAFT - SUBJECT TO CHANGE)

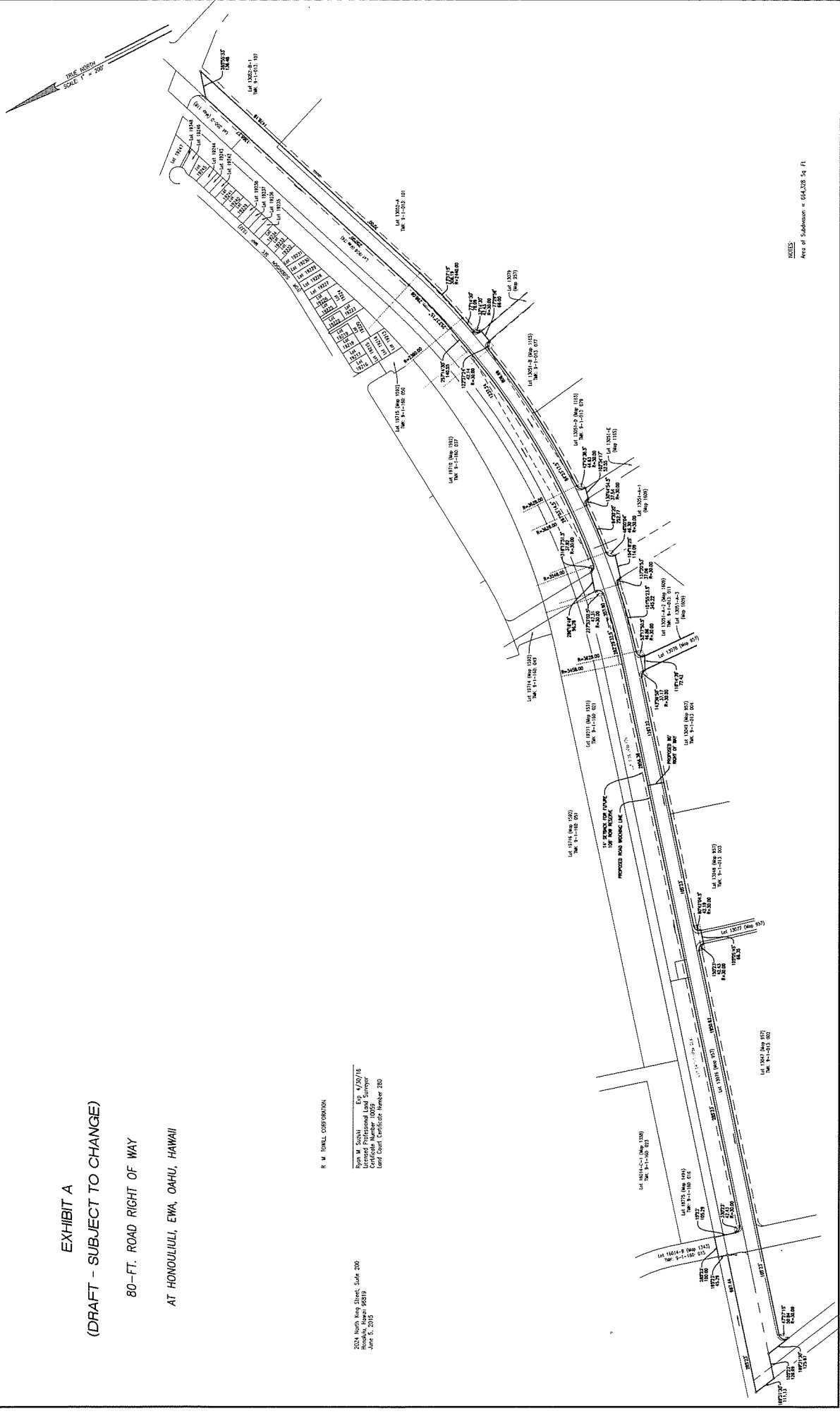
80-FT. ROAD RIGHT OF WAY

AT HONOLULU, EHA, OAHU, HAWAII

2024 North King Street, Suite 200
 Honolulu, HI 96819
 June 5, 2015

R. M. FURILL CORPORATION

Ryan M. Smith
 Esq. 4/20/15
 Attorney at Law
 Certificate Number 10029
 Land Court Certificate Number 280



NOTES:
 Area of Subdivision = 664,328 Sq. Ft.

EXHIBIT B

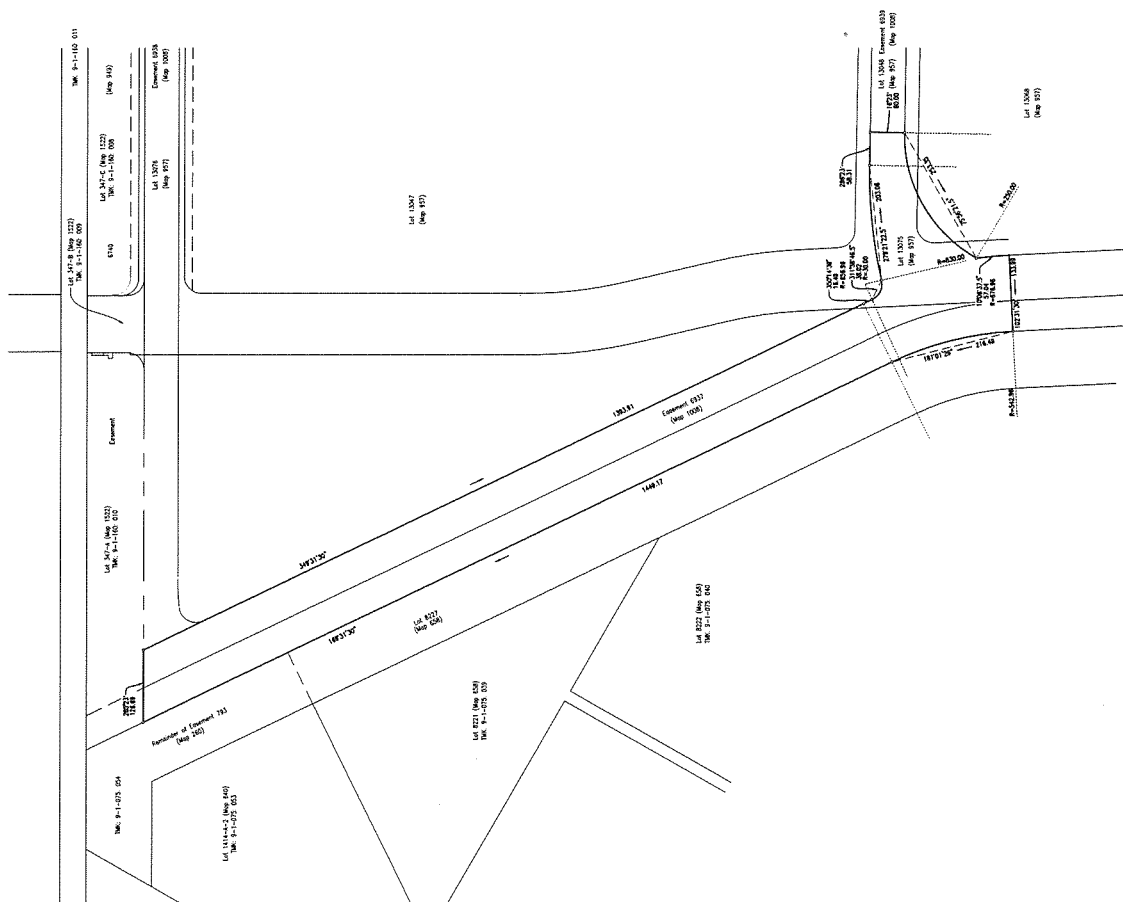
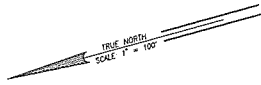
(DRAFT - SUBJECT TO CHANGE)

BEING A PORTION OF LOT 13089 AND 13075
 AS SHOWN ON MAP 957
 OF LAND COURT APPLICATION 1069
 AT HONOLULU, EWA, OAHU, HAWAII

R. M. TOWELL CORPORATION

By: Ryan M. Stoppel
 Attorney at Law
 Certificate Number 10059
 Land Court Certificate Number 200

2024 Healea King Street, Suite 200
 Honolulu, HI 96815
 June 2, 2025



NOTES
 Area of Subdivision = 217,910 Sq. Ft.