

STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
KAKAAKO
Honolulu, Hawaii, 96813

June 7, 2017

Chairperson and Members
Hawaii Community Development Authority
State of Hawaii
Honolulu, Hawaii

HCDA Board Members:

SUBJECT: Shall the Authority Authorize the Executive Director to Execute a Right of Entry with Bikeshare Hawaii for a Five (5) Year Term at Kolowalu Park?

SUMMARY:

Bikeshare Hawaii requests approval to install a public bike rental station at Kolowalu Park. The bikeshare station would be the first on Hawaii Community Development Authority (HCDA) property and would connect with a network of other bikeshare stations throughout urban Honolulu.

AUTHORITIES:

At its February 16, 2011 Meeting, the HCDA delegated authority to the Executive Director to enter into agreements for the use of HCDA real property up to one year. Any agreements for terms longer than one year must return to the board for approval. The minutes to the February 16, 2011 Meeting are attached hereto as Exhibit A.

BACKGROUND:

Bikeshare Hawaii is preparing to launch Hawaii's first full-scale bikeshare station in urban Honolulu later this month. One-hundred bikeshare stations and 1,000 bikes will be placed within a 5-square mile radius spanning Chinatown, Downtown, Kakaako, Ala Moana, and Waikiki. The project is outlined in Bikeshare's Presentation, attached hereto as Exhibit B.

Between February 2015 and October 2016, Bikeshare Hawaii worked with the Honolulu Department of Transportation Services and Toole Design Group to determine the best bikeshare station locations throughout urban Honolulu. The group selected over 150 potential sites to place the inaugural 100 stations in order to achieve a successful and economically sustainable bikeshare system.

As the list of potential sites included Kolowalu Park, Bikeshare Hawaii approached the HCDA in early 2017 to begin discussions about installing a bikeshare station. HCDA staff drafted the attached Right of Entry (ROE) to give Bikeshare Hawaii access to the Makai corner of Kolowalu Park.

The proposed bikeshare station would hold 14 bikes and would include a solar powered rental kiosk. The existing landscaping at the Makai corner of Kolowalu Park would be removed to accommodate the station at no additional cost to the HCDA.

The five (5) year term is sufficient for Bikeshare Hawaii to install the station and gauge operations. If the program is successful, the HCDA may enter into separate ROEs with Bikeshare Hawaii for other parks within Kakaako.

A draft of the ROE agreement between the HCDA and Bikeshare Hawaii is attached hereto as Exhibit C.

ANALYSIS:

Bike Share Hawaii's proposal to install a bikeshare system at Kolowalu Park is consistent with the current Mauka Area Plan. The Transportation section of the Mauka Area Plan includes provisions for multi-modal transportation (pedestrians, cars, buses, and bicycles) to move people and goods safely and efficiently, and to service the demands of District activities.

In addition to enhancing connectivity, bikeshare aids in creating a sense of place and improving the quality of urban living. The Mauka Area Plan states, "The plan for roads and transportation reflects the goal of creating a high-quality urban community, as well as the goal of providing for efficient movement of traffic. The use and form of the public street space are considered in relation to adjoining residential and commercial buildings and as an integral part of the parks and open space system."

Similarly, bikeshare has an integral role in the success of the Complete Streets Policy, which is implemented by the City and County of Honolulu. The Department of Transportation Services describes complete streets as part of a transportation and design approach that aim to create a comprehensive, integrated network of streets that are safe and convenient for people on all modes of transportation, from all walks of life.

Like the City's Complete Streets Policy, the HCDA's proposed Transit-Oriented Development (TOD) Overlay Final Draft Plan specifically identifies the bikeshare system as an integral component in a multi-modal transportation network and an opportunity to leverage station siting with place-making strategies on sidewalks, parks, and public spaces. The TOD Overlay Final Draft Plan also highlights that a bikeshare system promises to be an economic development tool for Kakaako, where stations at landmark destinations "would put Kakaako at the nexus of many leisurely tourist trips with improved bicycle facilities and connections to regional greenway trails." The TOD Overlay Final Draft Plan recommends that the "HCDA should provide further incentives and requirements to ensure sufficient space are provided for bikeshare stations."

Therefore, allowing a bikeshare system to be sited at Kolowalu Park would not only improve the transportation system within Kakaako, but it would also enhance the livability of the entire neighborhood.

RECOMMENDATION

HCDA staff recommends that the Board:

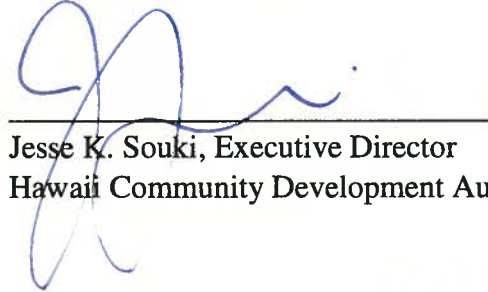
Authorize the Executive Director to Execute a Right of Entry with Bikeshare Hawaii for a Five (5) Year Term at Kolowalu Park.

Respectfully submitted,



Lindsey Doi
Asset Manager

APPROVED FOR SUBMITTAL:



Jesse K. Souki, Executive Director
Hawaii Community Development Authority

Attachments:

Attachment A - Minutes for February 16, 2011 Board Meeting

Attachment B - Bikeshare Presentation

Attachment C – Bikeshare Hawaii Draft ROE

EXHIBIT A

Minutes of a Regular Meeting
of the Members of the
Hawaii Community Development Authority,
State of Hawaii

MEETING NO. 360
Wednesday, February 16, 2011

Members Present: Gregory Barbour
C. Scott Bradley
Grady Chun
Randy Grune
Dean Hirata
Paul Kimura
Kay Mukaigawa
Dexter Okada
William Pieper, II

Kalaeloa Members: Linda Chinn
Stanton Enomoto
Evelyn Souza

Members Absent: Bruce Coppa
Joseph Dwight, IV
Christopher Kobayashi
Jonathan Lai
David Tanoue

Others Present: Anthony Ching, Executive Director
Lori Tanigawa, Deputy Attorney General
Tessa Malama, Kalaeloa Director of Planning and Development
Deepak Neupane, Director of Planning and Development - Kakaako
Loretta Ho, Secretary
Patricia Yoshino, Secretary
Holly Hackett, Court Reporter

I. ROLL CALL

A regular meeting of the Members of the Hawaii Community Development Authority ("Authority"), a body corporate and public instrumentality of the State of Hawaii, was called to order by Mr. C. Scott Bradley, Chairperson of the Authority, at 12:05 p.m. on Wednesday, February 16, 2011, at the Authority's principal executive offices at 461 Cooke Street, Honolulu, Hawaii 96813, pursuant to Article IV, Section 1 of the Authority's Bylaws.

Member Chinn stated that the Department of Hawaiian Home Lands (“DHHL”) signed a general lease for solar power. The DHHL included provisions in the lease for periodic step ups from the base rent, and the rent was not set for an entire term. She suggested it would be a good comparable lease agreement for HCDA staff to consider.

Member Barbour suggested that the lessees could be asked to pay options, which was typical in leases with other state agencies.

Mr. Ching noted there was a typographical error in Mr. Watson’s offer to lease presentation and it should read with an option to expand an additional 80 acres, and not 40 acres.

There were no comments from the public on this agenda item.

Chairperson Bradley entertained a motion for the Authority to authorize the Executive Director to authorize the executive director to issue a Letter of Intent to Mana O Ka La, LLC in providing a 40-acre site for the development of a 5 MW solar photo-voltaic power plant in Kalaeloa with an option for an additional 80-acre 10 MW facility.

A motion was made by Member Enomoto and seconded by Member Pieper.

Chairperson Bradley asked whether there was any discussion on the motion. He stated that he sensed from Members that the terms in the lease should be revisited before its execution.

A roll call vote was conducted.

Ayes: Members Barbour, Bradley, Chun, Enomoto, Grune, Hirata, Kimura, Mukaigawa, Okada, Pieper and Souza.

Nays: None.

The motion passed 11 to 0 with 7 excused (Members Coppa, Dwight, Kobayashi, Lai, Nahale-a and Tanoue [and one vacant Kalaeloa position]).

VI. KALAELOA AND KAKAAKO DECISION MAKING

4. Shall the Authority Empower the Executive Director to: 1) Enter into Agreements for the Use of the Hawaii Community Development Authority’s Real Property; and 2) Expend Funds from the Hawaii Community Development Revolving Fund and Kalaeloa Community Development District Revolving Fund?

Mr. Ching summarized the report in the packet distributed to Members.

There were no comments from Members on this agenda item.

Chairperson Bradley asked whether anyone in the audience wished to testify on this agenda item.

Public Testimony:

Mr. Wayne Takamine, CPAC chair, stated that there was a lot of space in Kakaako Makai being utilized on an interim basis such as the Piano Lot, the areas near the cove by the KKFC, Look Lab, and waste water site. The sites have no real use now and are on an interim basis. If any lease over a year were to be decided, he felt it should be discussed by the Authority. There a lot of people that want to use things that are in the master plan and want to get a footprint in the ground. The CPAC is trying to look at a phasing process to expedite having the community's uses on lands in Kakaako Makai. He did not feel comfortable with the executive director having control of leases under a year.

Chairperson Bradley entertained a motion for the Authority to empower the executive director to: 1) enter into agreements for the use of the Hawaii Community Development Authority's real property up to one year; and 2) expend up to \$25,000 in funds from the Hawaii Community Development Revolving Fund and Kalaeloa Community Development District Revolving Fund.

A motion was made by Member Grune and seconded by Member Chun.

A roll call vote was conducted.

Ayes: Members Barbour, Bradley, Chun, Enomoto, Grune, Hirata, Kimura, Mukaigawa, Okada, Pieper and Souza.

Nays: None.

The motion passed 11 to 0 with 7 excused (Members Coppa, Dwight, Kobayashi, Lai, Nahale-a and Tanoue [and one vacant Kalaeloa position]).

Members Chinn, Enomoto and Souza exited the meeting at 1:17 p.m.

A recess was taken at 1:17 p.m.

The meeting was reconvened at 1:19 p.m.

VII. KAKAAKO DISCUSSION

B. Kakaako Makai Master Plan Draft

Mr. Ching stated that the HCDA continues to receive comments from the public. The final draft of the Kakaako Makai Master Plan is being compiled. He proposed that

Bikeshare Launch: What to Expect

Ben Trevino
President & COO



Transportation Options

Active Lifestyle

Affordability

Sustainable Transportation

Stronger Communities

Objectives with Site Selection and Programs





Bikeshare Station





bikeshare
hawaii



Outreach Timeline



REVOCABLE RIGHT OF ENTRY (ROE 07-17)

By this REVOCABLE RIGHT OF ENTRY AGREEMENT (the "**ROE**") made and executed this _____ day of May 2017, the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY ("HCDA" or "GRANTOR")**, a body corporate and a public instrumentality of the State of Hawaii, hereby grants to **BIKESHARE HAWAII**, a Hawaii nonprofit corporation located at 999 Bishop St., Ste 1202, Honolulu, Hawaii 96813 ("**GRANTEE**"), a nonexclusive right of entry upon and use of the Premises (as defined below) subject to each of the following terms and conditions:

1. **Grant of Right-of-Entry.** The HCDA hereby grants to GRANTEE and all of its members, employees, officers, directors, representatives, agents, invitees, guests, and independent contractors (collectively, "**Permitted Persons**") a nonexclusive Right of Entry to enter upon the Premises (as defined below) for the sole purposes set forth herein. GRANTEE is responsible for communicating and explaining the terms and conditions of this ROE to all Permitted Persons and ensuring compliance by Permitted Persons with such terms and conditions.

2. **Premises.** This ROE shall pertain to an approximately 500 square feet of public park space located at 1150 Queen Street, Honolulu, Hawaii, 96814 and identified by Oahu Tax Map Key (1)-2-3-004:076 por. (the "**Premises**"). The Premises is more particularly shown and depicted on the map attached to this ROE as Exhibit "A" and made a part hereof. Any question or conflict regarding the boundary of the Premises shall be unilaterally resolved by GRANTOR.

3. **Term.** The term of this ROE shall commence on June 1, 2017 (the "**Commencement Date**") to May 31, 2022 (the "**Termination Date**"). This ROE shall automatically terminate on the Termination Date, unless earlier revoked as provided below. GRANTEE agrees to be bound by the terms and conditions of the ROE and any written amendments to this ROE signed by both Parties.

4. **Use of Premises.** The ROE granted hereby shall be for the sole purpose of permitting GRANTEE to install, operate, and maintain a bikeshare program for use by the public for transportation and recreational purposes as specified in Exhibit "B". GRANTEE shall not alter, obstruct or impede any driveways, entrances, exits or other points of ingress or egress leading to the Premises.

5. **Acknowledgement of Use By Other Persons.** GRANTEE acknowledges that other persons or entities have the right to enter and/or use the Premises with the approval of the HCDA, and with the exception of the uses specified herein, GRANTEE shall not unreasonably interfere with or impair the use and enjoyment of the Premises by such other persons or entities.

6. **Due Care and Diligence.** GRANTEE shall exercise due care and diligence in entering upon the Premises and shall not unreasonably disrupt or disturb the activities

Umbrella Liability: \$2,000,000 Aggregate

Worker's Compensation:

Coverage A: As required by Hawaii Laws

Coverage B: Employer's Liability:

**\$1,000,000 Bodily Injury by Accident Each
Accident**

\$1,000,000 Bodily Injury by Disease

**\$1,000,000 Policy Limit and \$1,000,000 Each
Employee**

**Automobile: \$1,000,000 per accident and \$2,000,000 in
aggregate**

- (b) Prior to GRANTEE's first entry onto the Premises, GRANTEE shall provide to the HCDA a certificate of insurance to evidence compliance with the insurance requirements set forth in subsection (a) above.**
- (c) The insurance policies obtained by GRANTEE in accordance with subsection (a) above shall name the Hawaii Community Development Authority and the State of Hawaii and their respective officials, directors, officers, members, employees and agents as additional insureds.**
- (d) The HCDA shall be notified at least fifteen (15) days prior to the termination, cancellation or any material change in GRANTEE's insurance coverage.**
- (e) GRANTEE shall cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of GRANTEE or Permitted Persons in connection with GRANTEE's use or occupancy of the Premises.**
- (f) The procuring of such required policy or policies of insurance shall not be construed to limit GRANTEE's liability under this ROE or to fulfill the indemnification provisions and requirements of this ROE. Notwithstanding said policy or policies of insurance, GRANTEE shall be obligated for the full and total amount of any damage, injury, or loss caused by the negligence or neglect of GRANTEE or the Permitted Persons connected with this ROE.**
- (g) GRANTEE shall keep such insurance in effect and the certificate(s) on deposit with the HCDA during the entire term of this ROE. GRANTEE shall furnish a copy of the policy or policies to the HCDA.**
- (h) Failure of GRANTEE to provide and keep in force such insurance shall be regarded as a material default under this ROE and the HCDA shall be**

14. **Non-transferrable.** This ROE or any rights hereunder shall not be sold, assigned, conveyed, or otherwise transferred or disposed of without the HCDA's express prior written consent.

15. **Additional Terms and Conditions.**

- (a) No one may reside on the Premises, and the Premises may not be accessed for any other purpose except as authorized.
- (b) Plants, rocks, dirt, asphalt and other materials that are on or part of the Premises shall not be harmed or removed from the Premises.
- (c) The HCDA reserves the right to impose additional terms and conditions it deems reasonably necessary; provided that written notice of any such additional terms and conditions shall be provided to GRANTEE not less than thirty (30) days prior to their effective date and that any such additional terms and conditions shall not materially interfere with or impair GRANTEE's rights of use herein.

The HCDA reserves the right to impose additional terms and conditions, if deemed necessary.

16. **Termination.** Either Party may terminate this ROE at any time upon not less than sixty (60) days prior written notice.

17. **Notices.** Any notice, request, demand, or other communication required or permitted to be given or made under this ROE by either party hereto shall be in writing and shall be deemed to have been duly given or served if: (a) personally delivered; (b) sent by mail, postage prepaid and certified with return receipt requested; (c) transmitted by facsimile, or (d) sent by e-mail with request for delivery confirmation, at the address, facsimile number, or e-mail address given below:

Hawaii Community Development Authority
Attention: Lindsey Doi, Asset Manager
547 Queen Street
Honolulu, Hawaii 96813
Telephone: (808) 594-0300
Fax: (808) 594-0299
Email: contact@hcdaweb.org

Bikeshare Hawaii
Attention: Ben Trevino, President & COO
999 Bishop Street, Suite 1202
Honolulu, Hawaii 96813
Telephone: (808) 225-4725
Email: ben@bikesharehawaii.org

IN WITNESS WHEREOF, the HCDA and GRANTEE have caused this ROE to be executed as of the day and year first above written.

**HAWAII COMMUNITY
DEVELOPMENT AUTHORITY**

By: _____
Jesse K Souki
Executive Director

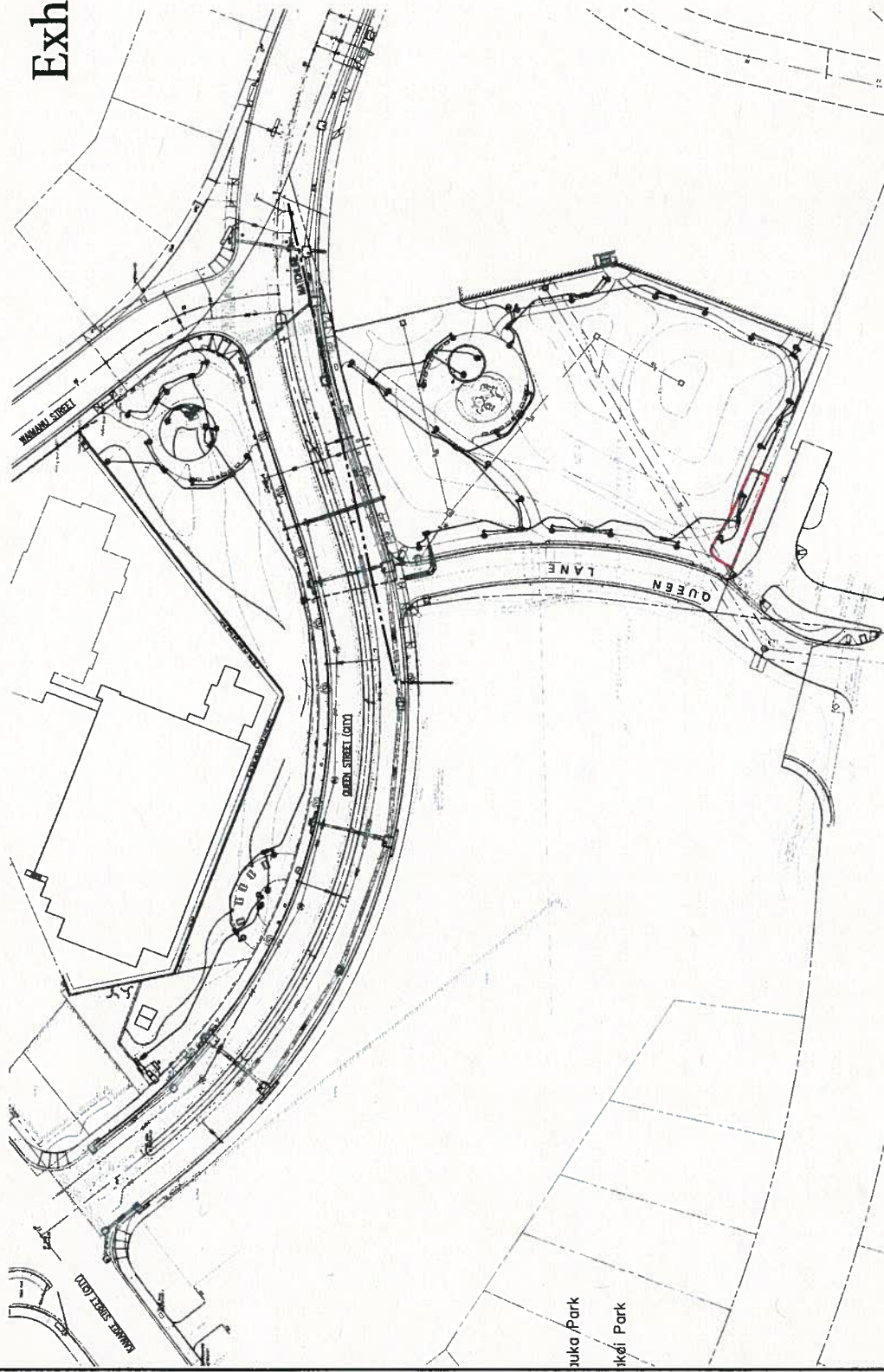
BIKESHARE HAWAII

By: _____
Ben Trevino
President & COO

APPROVED AS TO FORM:

Deputy Attorney General

Exhibit A



SCALE: 1"=40'

GRAPHIC SCALE

40' 20' 0 40' 80' 120'

SCALE: 1"=40'

NORTH

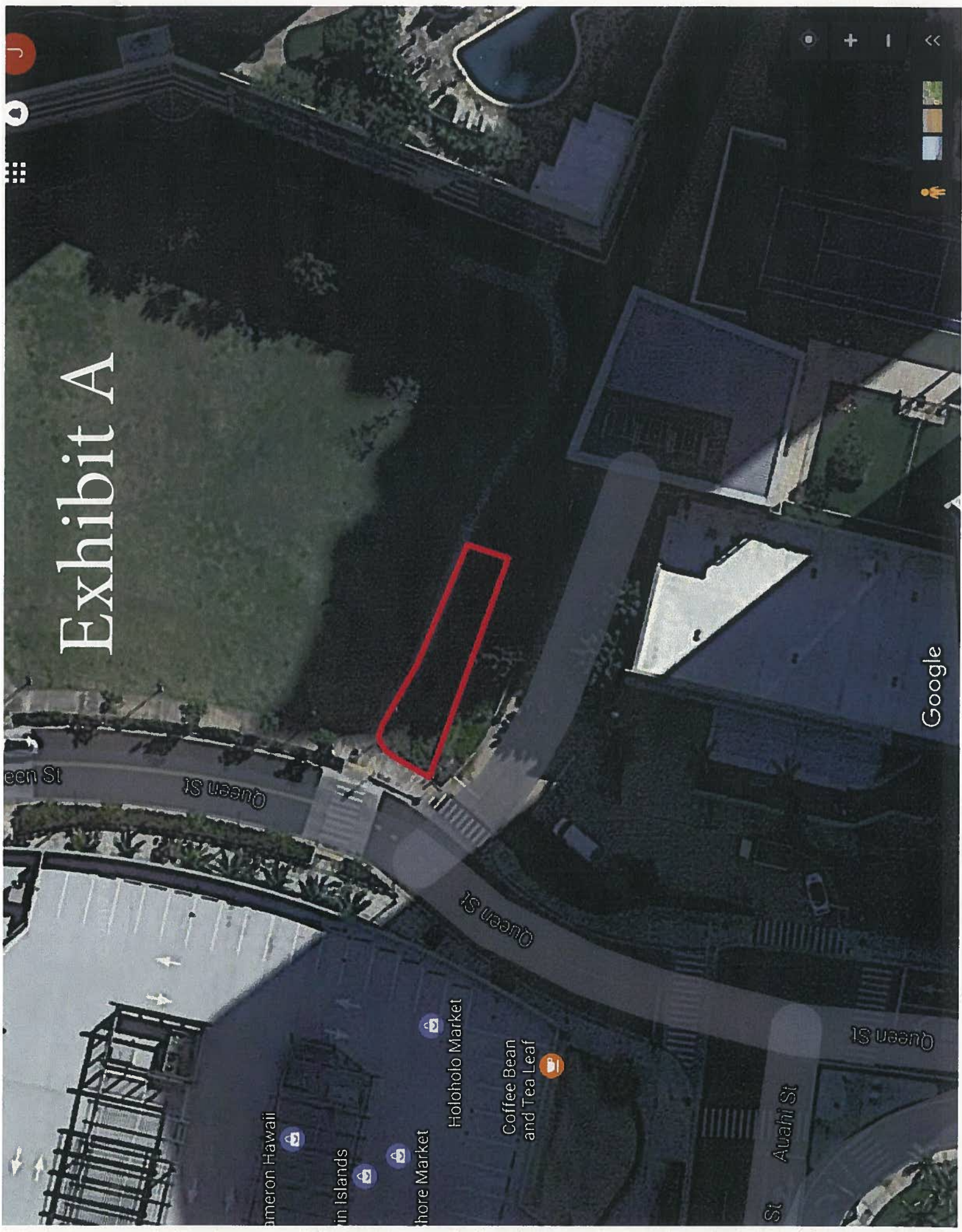
PREPARED BY: *[Signature]*
[Signature]

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
 STATE OF HAWAII
 KAKA'AKO COMMUNITY DEVELOPMENT DISTRICT
 QUEEN STREET PARKS

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: *[Signature]*
 DATE: MAY 2009

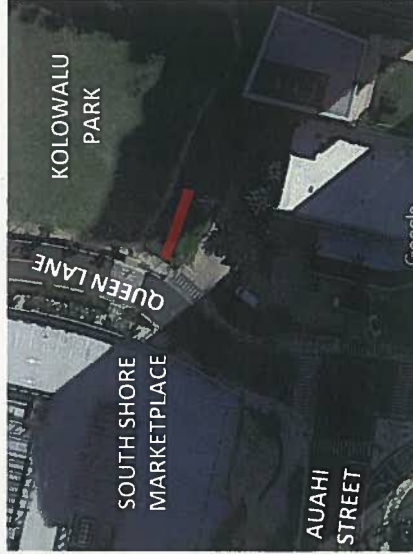
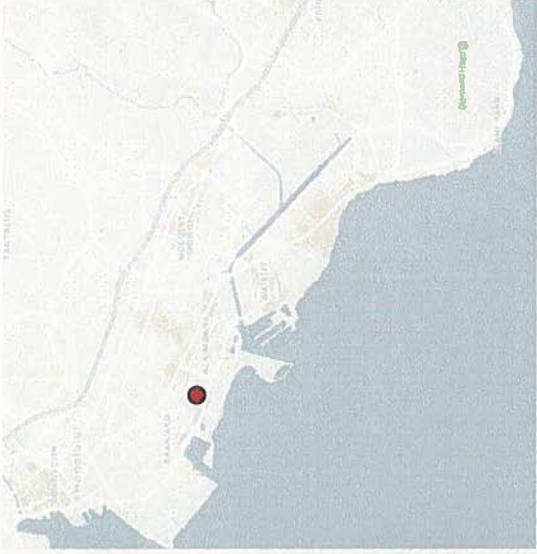
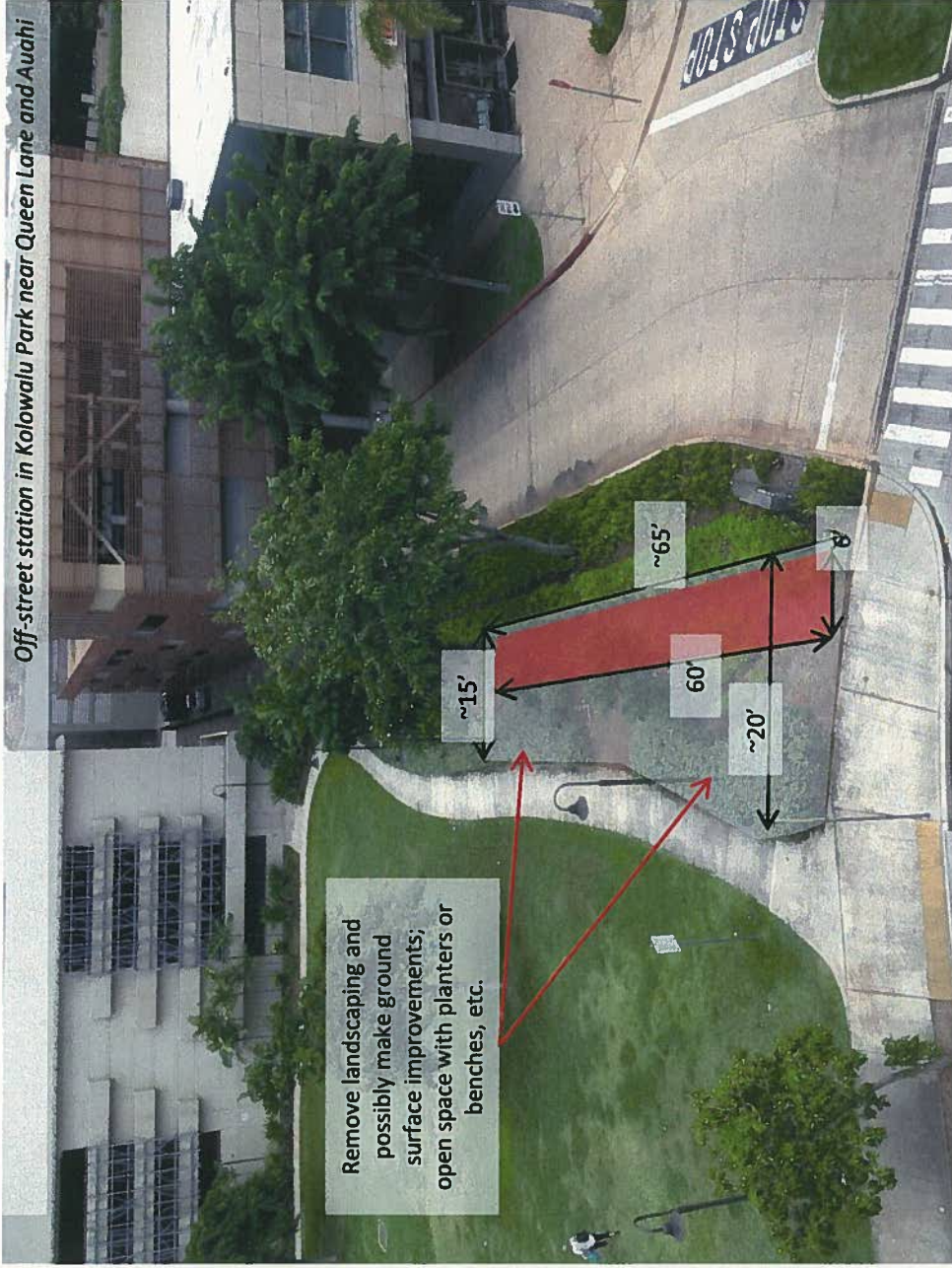
SHEET 7 OF 11 SHEETS
 E-2

Exhibit A



Google

Off-street station in Kolowalu Park near Queen Lane and Auahi



Location: off-street in the park on the east side of Queen Lane north of Auahi

Type: off-street station

Owner: HCDA

Size: 23 docks, 1 kiosk

Station: standard station with 90-degree docks

Power Source: solar

Orientation: bikes pull to the left (towards the path)

Installation notes: Remove landscaping and potentially make ground surface improvements (e.g., concrete, gravel, turf, etc.) measurements are best estimates due to uneven ground surface; open space between station and path could be filled with planters, benches, etc.

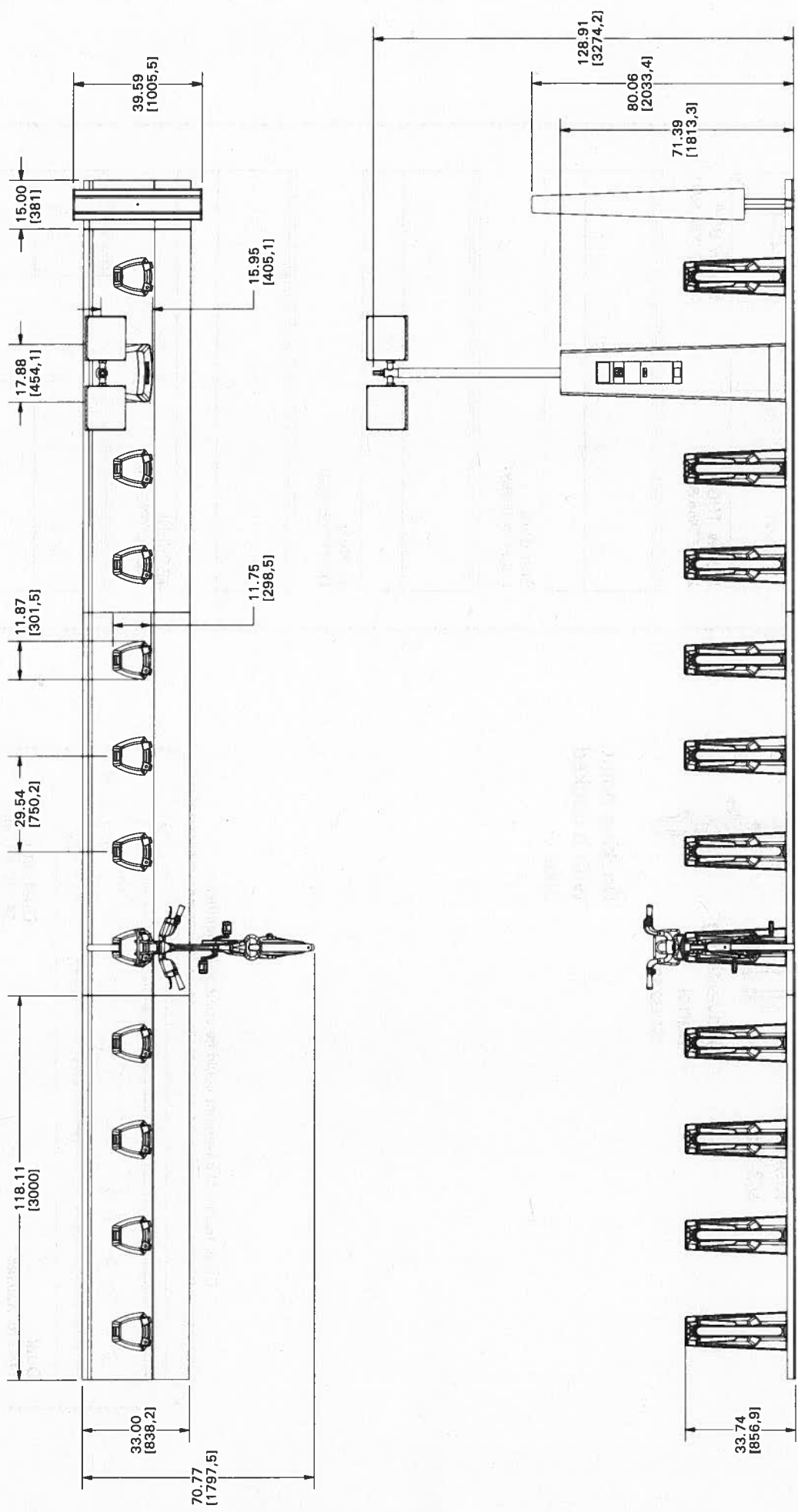


Bikeshare Hawaii

Date: 04/17/17
Version: 002

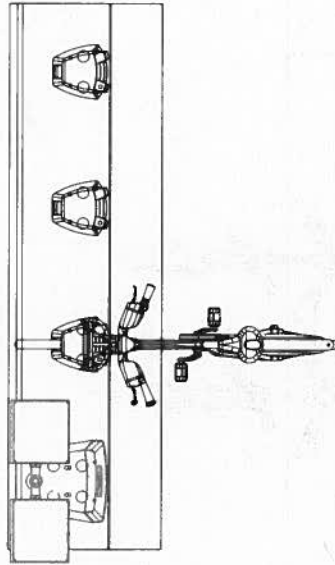
Designed: JH
Reviewed: JH

0560_021
Kolowalu Park

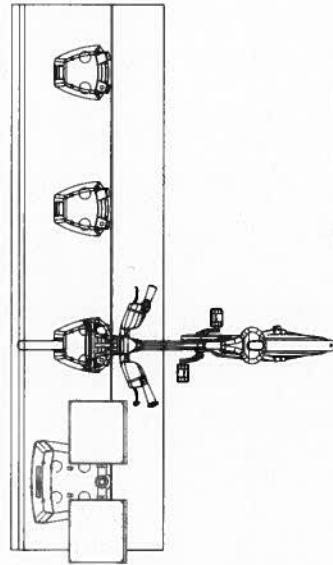


Kiosk Orientation

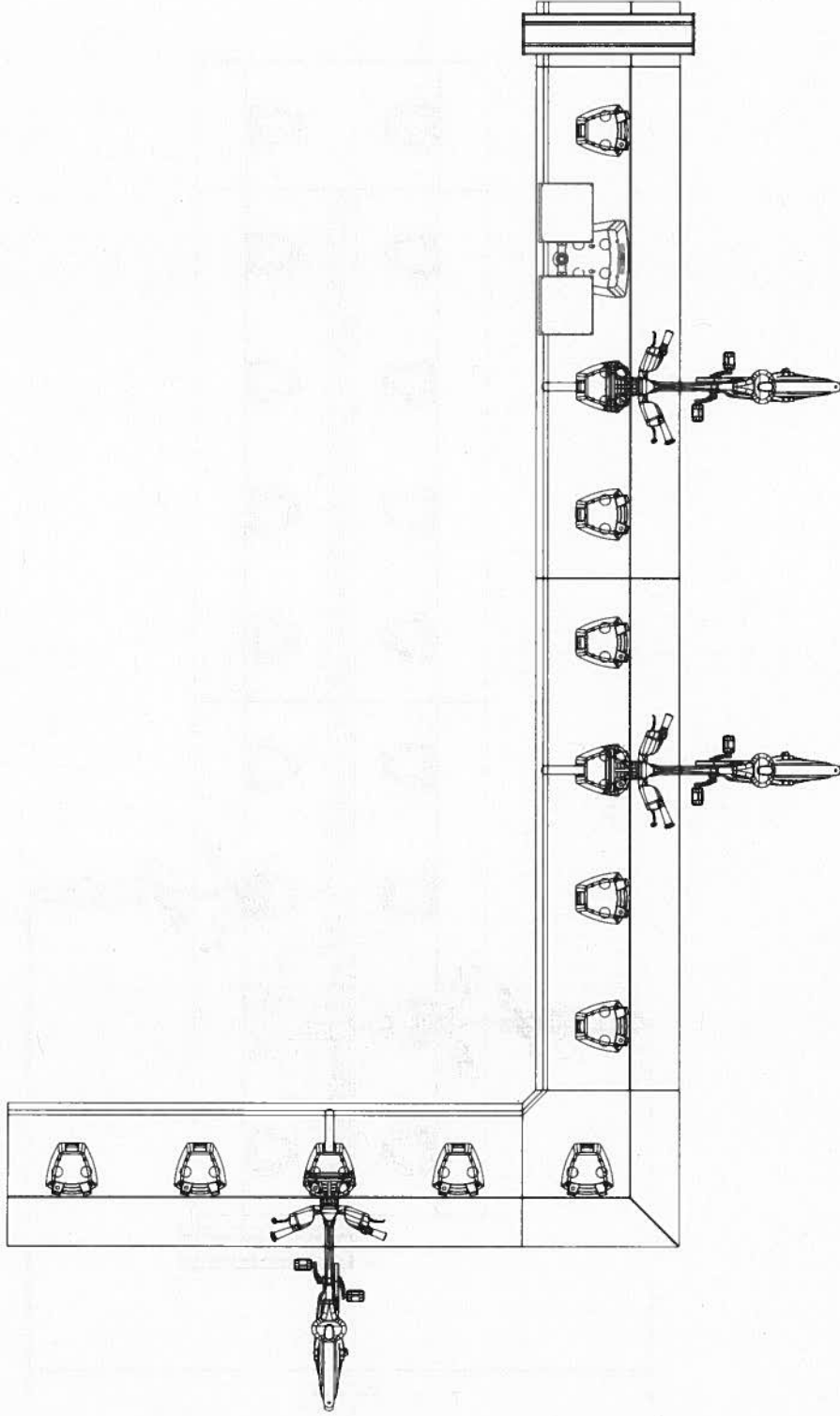
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Kiosk in forwards position

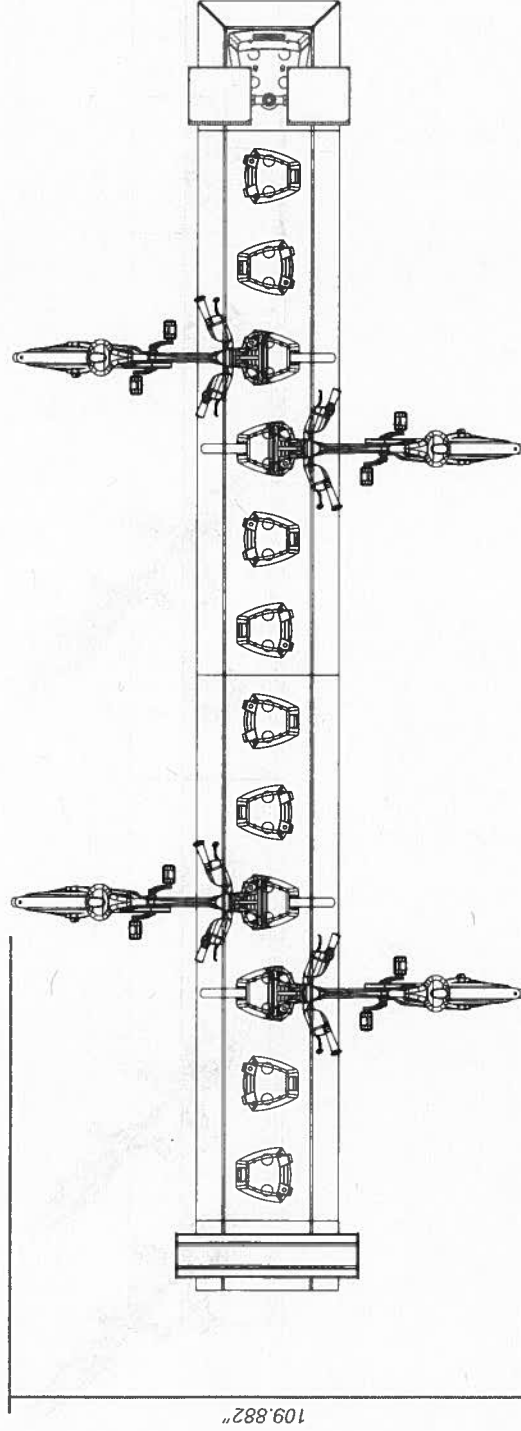


Kiosk in backwards position



Dual Orientation

Page 7



45° right

