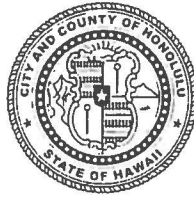


DEPARTMENT OF THE CORPORATION COUNSEL
CITY AND COUNTY OF HONOLULU

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KIRK CALDWELL
MAYOR



DONNA Y. L. LEONG
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PAUL S. AOKI
FIRST DEPUTY CORPORATION COUNSEL

July 25, 2016

MEMORANDUM

TO: AEDWARD LOS BANOS
INTERIM EXECUTIVE DIRECTOR
HAWAII COMMUNITY
DEVELOPMENT AUTHORITY
STATE OF HAWAII
547 QUEEN STREET
HONOLULU, HAWAII 96813

ROSS S. SASAMURA, P.E.
DIRECTOR
DEPARTMENT OF FACILITY
MAINTENANCE
CITY AND COUNTY OF HONOLULU
1000 ULUOHIA STREET, SUITE 215
KAPOLEI, HAWAII 96707


FORD FUCHIGAMI, DIRECTOR
DEPARTMENT OF
TRANSPORTATION
STATE OF HAWAII
ALIIAIMOKU BUILDING
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813

GEORGE I. ATTA, DIRECTOR
DEPARTMENT OF PLANNING
AND PERMITTING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

KIRK CALDWELL, MAYOR
530 SOUTH KING STREET
ROOM 300
HONOLULU, HAWAII 96813

✓ KYMBERLY MARCOS PINE
COUNCILMEMBER
HONOLULU CITY COUNCIL
530 SOUTH KING STREET
ROOM 202
HONOLULU, HAWAII 96813

MICHAEL D. FORMBY, DIRECTOR
DEPARTMENT OF
TRANSPORTATION
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET
THIRD FLOOR
HONOLULU, HAWAII 96813

FROM: DON S. KITAOKA 
DEPUTY CORPORATION COUNSEL

Aedward Los Banos
 Ford Fuchigami
 Kirk Caldwell
 Michael D. Formby
 Ross S. Sasamura
 Georger I. Atta
 Kymberly Marcos Pine
 July 25, 2016
 Page 2

Copies	Date	Description
1	7/25/2016	Memorandum of Understanding ("MOU") by and among the City and County of Honolulu (hereinafter "CITY"), the State of Hawaii Department of Transportation (hereinafter "DOT"), and the Hawaii Community Development Authority (hereinafter "HCDA") regarding certain Kalaeloa roads.

TRANSMITTED FOR:

<input checked="" type="checkbox"/>	Your Information and File	<input type="checkbox"/>	Your Signature and Return
<input type="checkbox"/>	Your Approval	<input type="checkbox"/>	Your Signature and Forwarding (as noted below)
<input type="checkbox"/>	Per Your Request	<input type="checkbox"/>	Your Review and Comments
<input type="checkbox"/>	Per Our Conversation	<input type="checkbox"/>	Your Further Necessary Action
<input checked="" type="checkbox"/>	SEE REMARKS BELOW		

REMARKS:

Please find attached a fully executed copy of the Memorandum of Understanding ("MOU") described above regarding certain Kalaeloa Roads. The MOU provides that DOT will transfer ownership of a portion of FDR ("FDR-West") and West Perimeter Road to HCDA. The HCDA will thereupon be responsible for operating and maintaining FDR-West. West Perimeter Road will be closed and no longer be maintained as a roadway. HCDA then will make certain improvements to FDR-West ("FDR-West Improvements"). After completion of the FDR-West Improvements, HCDA shall dedicate and transfer ownership of FDR-West to the CITY.

Attach.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU"), executed on the respective dates of the signatures of the parties shown hereafter, is effective as of July 25, 2016, by and among the Department of Transportation of the State of Hawaii (hereinafter "DOT"), the Hawaii Community Development Authority, a body corporate and a public instrumentality of the State of Hawaii, (hereinafter "HCDA"), and the City and County of Honolulu, a municipal corporation of the State of Hawaii (hereinafter "CCH"), as follows:

RECITALS

- A. On or about February 27, 2001, the Barbers Point Naval Air Station Redevelopment Commission (hereinafter "Commission"), the DOT, and the CCH entered into a Memorandum of Understanding (hereinafter "2001 MOU") transferring the ownership of various roadways in Kalaeloa, Oahu, Hawaii to the DOT and the CCH as follows:
 - a. DOT: Franklin D. Roosevelt Avenue (hereinafter "FDR), West Perimeter Road, Enterprise Avenue, and Coral Sea Road; and
 - 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 the HCDA, including but not limited to, the HCDA assuming the obligations to carry out any contracts entered into by the Commission.
- C. There are more than 20 miles of existing roadways in Kalaeloa that do not meet either the DOT or the CCH roadway standards. The 2001 MOU intended that the roadways transferred to the DOT would be improved to the CCH standards and dedicated to the CCH.
- D. Commencing in 2014, at the request of Councilmember Kymberly Marcos Pine, quarterly meetings have been held with the HCDA, the DOT, the CCH Department of Planning and Permitting (hereinafter "DPP"), the CCH Department of Transportation Services (hereinafter "DTS"), and the CCH Department of Facility Maintenance (hereinafter "DFM") to discuss the status of the roadways in Kalaeloa.
- E. It was confirmed that the DOT, the HCDA, and the CCH do not have any immediate plans to upgrade the Kalaeloa Roadways to meet the 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 transit-oriented redevelopment along the FDR corridor.

NOW, THEREFORE, the parties agree as follows:

1. The DOT shall transfer to the HCDA ownership of: (a) a portion of FDR from West Perimeter Road to Enterprise Avenue that is owned by the DOT and that has a 60-foot right-of-way (hereinafter "ROW") (such portion being hereinafter called "FDR-West"); as shown on the map attached and incorporated herein as Exhibit "A"; and (b) a portion of the West Perimeter Road that is owned by the DOT and that has an 80-foot ROW (such portion being hereinafter called "WPR-Mauka") as shown on the map attached and incorporated herein as Exhibit "B." The DOT shall convey its entire interests in FDR-West and in WPR-Mauka to the HCDA. The conveyance shall be by quitclaim deed, subject to all existing liens, encumbrances, notices, covenants, conditions, reservations, restrictions, exceptions, and grants of easements. The 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 MOU, 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.


2. Subject to the availability of funds and to the extent possible, and after the conveyance of FDR-West to the HCDA by the DOT, the HCDA shall make or cause to be made improvements to the FDR-West to provide right-of-way improvements with an approximate width of 80 feet as approved by the Director of DPP based on the CCH's Subdivision Standards (hereinafter the "Standards"), as the Standards may be modified by the Director of DPP in accordance with the CCH's Subdivision Rules (hereinafter collectively, "FDR-West Improvements"). The HCDA shall acquire such additional lands on each side of FDR-West to make such FDR-West Improvements. Upon written request by the HCDA, and to the extent provided in the CCH's Subdivision Rules, the CCH shall consider modifications from the Standards to effectuate the intent of this MOU. The HCDA shall cause the FDR-West Improvements to be designed and improved to meet all other Standards, including street trees, not modified by the CCH.

3. Fourteen (14) feet will be set aside and designated by the HCDA as a roadway setback on each side of the FDR-West Improvements for potential FDR widening, although such road widening is not currently anticipated. This roadway setback is shown on Exhibit "B" and shall be applicable to any future development of any parcels of land abutting the FDR-West Improvements ROW. To the extent possible, the FDR-West Improvements cross section will consist of the following elements: 20-foot median, two 12-foot center lanes, two 12-foot curb lanes, and two 6-foot concrete sidewalks or as otherwise determined by the CCH, within the approximately 80-foot wide ROW, to meet the Complete Streets Standards. Certain obstructions/encroachments within the proposed FDR-West Improvements ROW, specifically the Navy electrical substation, Hawaiian Telcom Central Office, Kalaeloa rentals, and Wakea Gardens Apartments that exist as of the date of this MOU shall be permitted to remain in place for the remaining life of those obstructions/encroachments. All other obstructions/encroachments within the FDR-West Improvements ROW shall be removed at the cost and expense of the HCDA.
4. After completion of the FDR-West Improvements, the HCDA shall dedicate and transfer ownership of the FDR-West Improvements ROW to the CCH. The CCH's approval of the HCDA's construction plans for the FDR-West Improvements will be considered the CCH's acknowledgment that the FDR-West Improvements meet the Standards, as may be modified by the CCH, for dedication purposes. Any obstruction, impediment or encroachment to the development of the FDR-West Improvements in accordance with the unmodified Standards shall be identified on the construction plans for the FDR-West Improvements to the satisfaction of the CCH. The CCH shall have the right, but not the obligation, to inspect the construction of the FDR-West Improvements throughout the construction period to determine, for its sole benefit, compliance by the HCDA with the approved construction plans. Upon the CCH's final acceptance and declaration of satisfactory completion of the construction of the FDR-West Improvements, the HCDA shall dedicate and transfer the ownership of FDR-West Improvements ROW, including without limitation the FDR-West Improvements, to the CCH, subject to the approval of the CCH City Council. The HCDA shall submit all documents required for dedication (including 3 copies each of an approved subdivision map, a title report showing no encumbrances that are not acceptable to the CCH, and the conveyance document). The HCDA shall use its best efforts to dedicate the FDR-West Improvements ROW to the CCH within two years after final acceptance.
5. The provisions hereof shall be binding upon the DOT, the CCH and the 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.

HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII


By 
AEDWARD LOS BANOS
Its Interim Executive Director
Date FEB 24 2016

APPROVED AS TO FORM:


Deputy Attorney General

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF
TRANSPORTATION, STATE OF HAWAII, THE HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII, AND THE CITY AND COUNTY OF HONOLULU;
EXHIBITS A AND B

DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII


By 
FORD FUCHIGAMI
Its Director
Date APR 01 2016

APPROVED AS TO FORM:



Deputy Attorney General

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF
TRANSPORTATION, STATE OF HAWAII, THE HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII, AND THE CITY AND COUNTY OF HONOLULU;
EXHIBITS A AND B

CITY AND COUNTY OF HONOLULU

By 
KIRK CALDWELL
Its Mayor
Date JUL 25 2016


APPROVED AS TO FORM AND LEGALITY:


Deputy Corporation Counsel

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF
TRANSPORTATION, STATE OF HAWAII, THE HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII, AND THE CITY AND COUNTY OF HONOLULU;
EXHIBITS A AND B

APPROVED AS TO CONTENT:

DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU

By 
MICHAEL D. FORMBY
Its Director
Date MAR - 4 2016

DEPARTMENT OF FACILITY MAINTENANCE
CITY AND COUNTY OF HONOLULU

By _____
ROSS S. SASAMURA
Its Director and Chief Engineer
Date _____

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

By _____
GEORGE I. ATTA
Its Director
Date _____

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF
TRANSPORTATION, STATE OF HAWAII, THE HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII, AND THE CITY AND COUNTY OF HONOLULU;
EXHIBITS A AND B

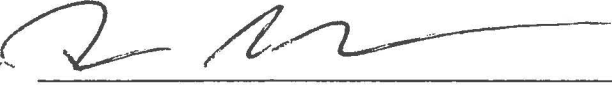
15-03033/468195

APPROVED AS TO CONTENT:

DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU

By _____
MICHAEL D. FORMBY
Its Director
Date _____

DEPARTMENT OF FACILITY MAINTENANCE
CITY AND COUNTY OF HONOLULU

By  _____
ROSS S. SASAMURA
Its Director and Chief Engineer
Date 30 March 2016

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

By _____
GEORGE I. ATTA
Its Director
Date _____

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF
TRANSPORTATION, STATE OF HAWAII, THE HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII, AND THE CITY AND COUNTY OF HONOLULU;
EXHIBITS A AND B

15-03033/468195

APPROVED AS TO CONTENT:

DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU

By _____
MICHAEL D. FORMBY
Its Director
Date _____

DEPARTMENT OF FACILITY MAINTENANCE
CITY AND COUNTY OF HONOLULU

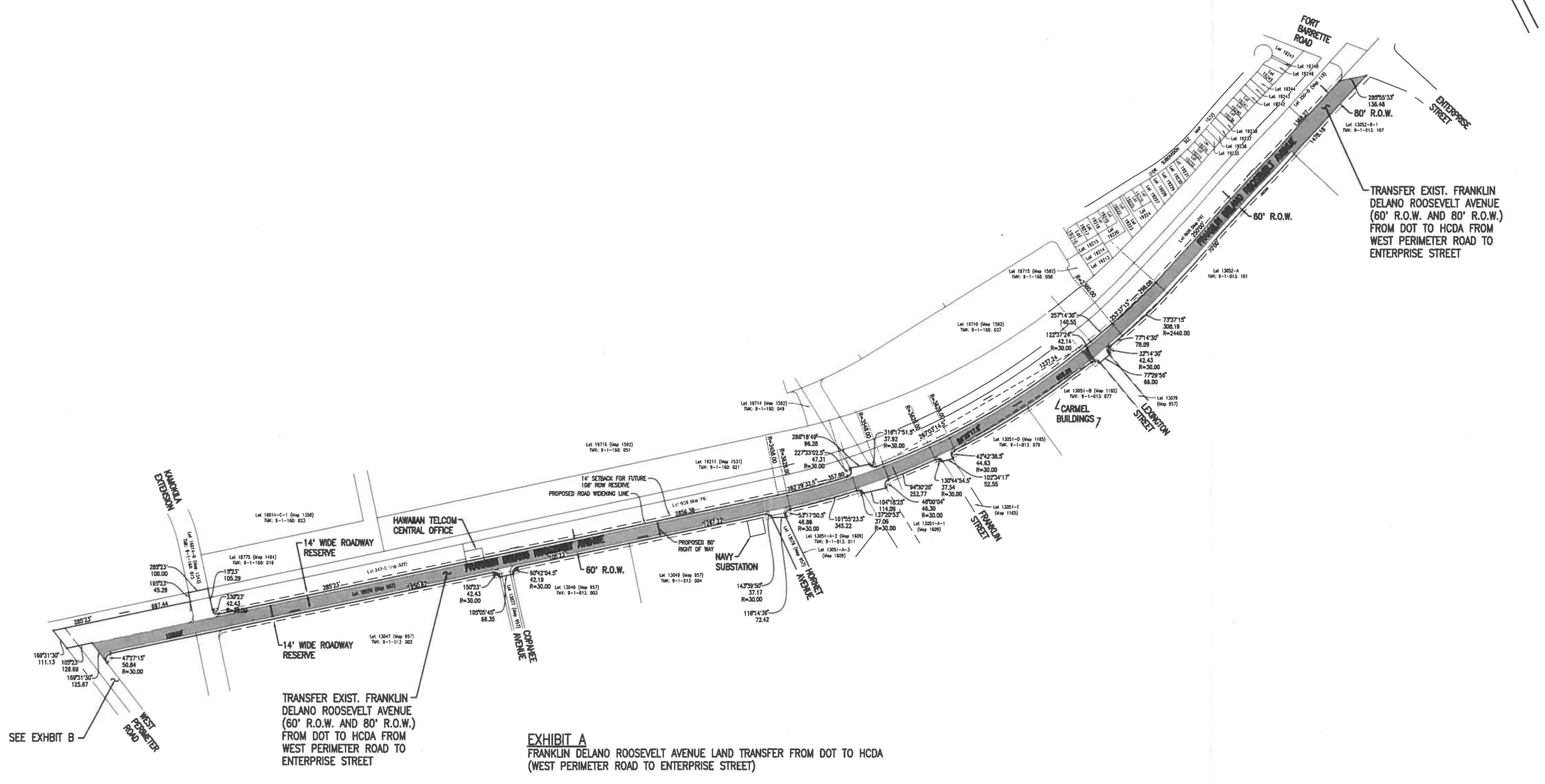
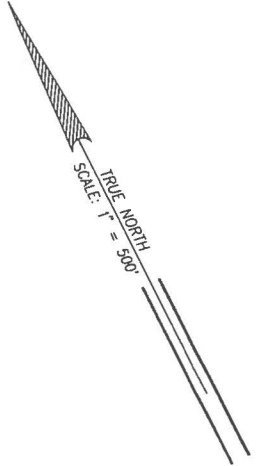
By _____
ROSS S. SASAMURA
Its Director and Chief Engineer
Date _____

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

By George I. Atta
GEORGE I. ATTA
Its Director
Date FEB 02 2016

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF
TRANSPORTATION, STATE OF HAWAII, THE HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII, AND THE CITY AND COUNTY OF HONOLULU;
EXHIBITS A AND B

15-03033/468195



SEE EXHIBIT B

TRANSFER EXIST. FRANKLIN DELANO ROOSEVELT AVENUE (60' R.O.W. AND 80' R.O.W.) FROM DOT TO HCDA FROM WEST PERIMETER ROAD TO ENTERPRISE STREET

EXHIBIT A
FRANKLIN DELANO ROOSEVELT AVENUE LAND TRANSFER FROM DOT TO HCDA (WEST PERIMETER ROAD TO ENTERPRISE STREET)

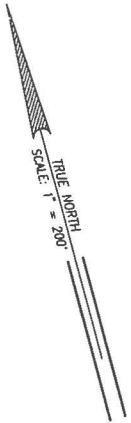
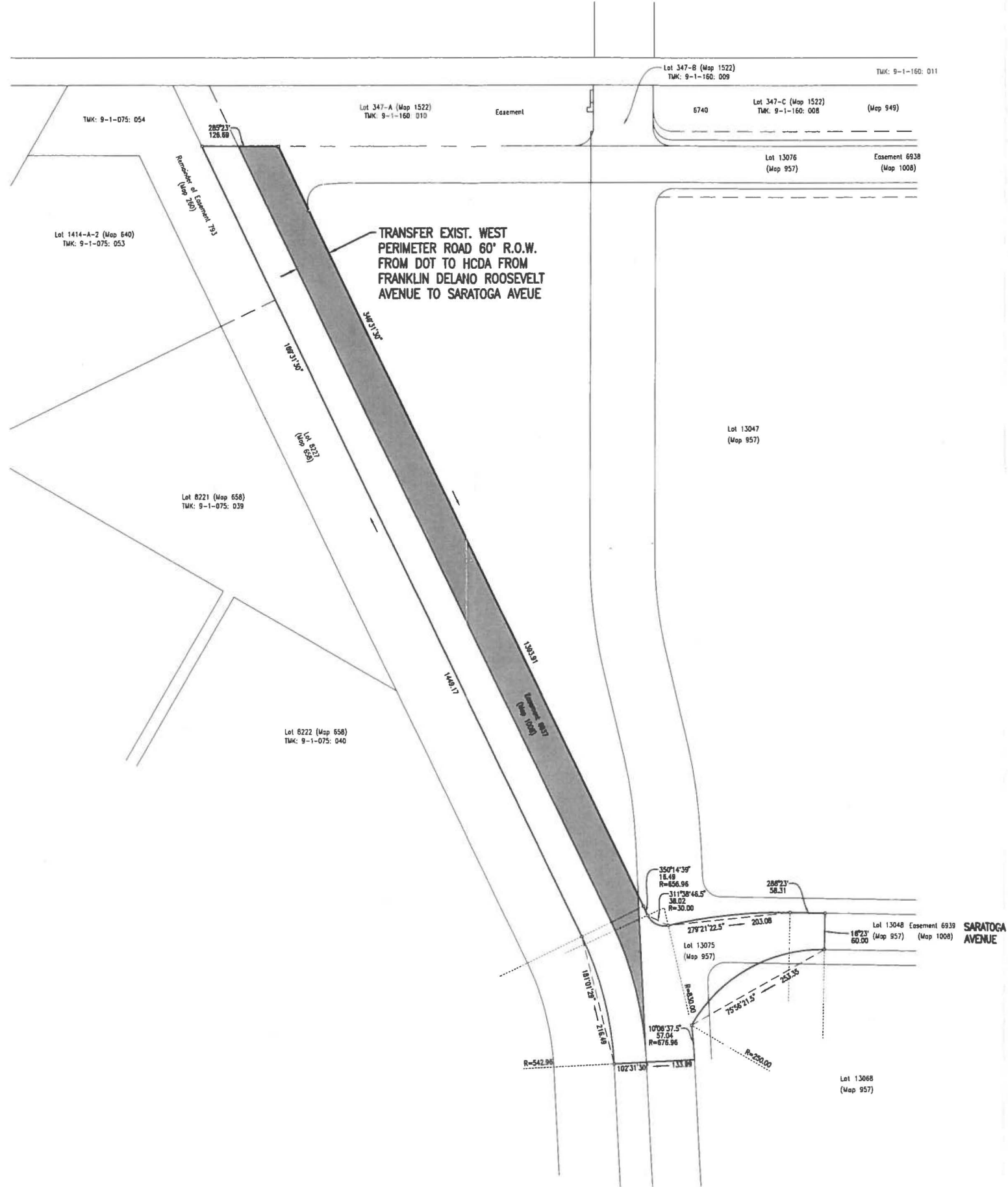


EXHIBIT B
WEST PERIMETER ROAD LAND TRANSFER FROM DOT TO HCDA
(FRANKLIN DELANO ROOSEVELT AVENUE TO SARATOGA AVENUE)