

COUNCIL OF THE COUNTY OF MAUI

HOUSING, HUMAN SERVICES, AND TRANSPORTATION COMMITTEE

December 11, 2018

**Committee
Report No. _____**

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Housing, Human Services, and Transportation Committee, having met on October 17, 2018, and November 1, 2018, makes reference to County Communication 18-350, from the Managing Director, transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION AND DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES."

The purpose of the proposed bill is to authorize the Mayor to enter into an intergovernmental agreement with the State Hawaii Housing Finance and Development Corporation ("HHFDC") and the State Department of Accounting and General Services ("DAGS") to allow the County to move the Maui Bus Transit Hub ("bus hub") from its current location at the Queen Kaahumanu Shopping Center ("QKC") in Kahului, Hawaii, to a portion of State property located in Kahului, Hawaii, in exchange for the State's use of the County-owned property adjacent to the State Office Building in Wailuku, Hawaii.

The County's current lease with QKC for the current bus hub expires on January 30, 2020.

According to the Memorandum of Understanding ("MOU") attached to the intergovernmental agreement, the County owns a parcel of land at 70 South High Street, Wailuku, Hawaii, adjacent to the State Office Building identified as tax map key (2) 3-4-013:014 comprised of .425 acre ("County Wailuku parcel"). The State of Hawaii owns a parcel at 153 West Kaahumanu Avenue, Kahului, Hawaii, totaling approximately 5.572 acres

COUNCIL OF THE COUNTY OF MAUI
HOUSING, HUMAN SERVICES, AND
TRANSPORTATION COMMITTEE

Page 2

Committee
Report No. _____

identified as tax map key (2) 3-7-004:003 (“State Kahului parcel”). The State Kahului parcel was set aside to DAGS by Executive Order 3586.

The County has indicated the County Wailuku parcel may be available for a long-term lease to DAGS at \$1 per year for 65 years to be used as office space or a civic center site in exchange for a long-term lease of an approximately .5-acre portion of the State Kahului parcel (“proposed bus hub site”). The MOU states subject to approval by the State Board of Land and Natural Resources of the cancellation of Executive Order 3586, a new Executive Order shall be issued to transfer the State Kahului parcel to HHFDC for its mixed-use project consisting of multi-family affordable rental housing, office space/civic center, parking, the new bus hub, and other incidental uses.

Pursuant to Act 53, Session Laws of Hawaii 2018, the State Legislature and the Governor approved an appropriation of \$2.5 million to HHFDC for the mixed-use project, including the new bus hub, which includes provisions for plans, land acquisition, design, construction, and equipment.

Also, the Council appropriated \$650,000 for the design of the bus hub in the Fiscal Year 2019 Budget, Ordinance 4861 (2018).

Your Committee notes the HHFDC will earmark \$1.5 million from its Dwelling Unit Revolving Fund to help support the mixed-use project and bus hub, if approved by HHFDC’s board of directors.

Your Committee had concerns with leasing the County Wailuku parcel to DAGS because the County would not be allowed to use the parcel. However, your Committee noted leasing the parcel to DAGS would promote the County’s goal of revitalizing Wailuku by bringing in more State jobs and helping the local economy.

COUNCIL OF THE COUNTY OF MAUI
HOUSING, HUMAN SERVICES, AND
TRANSPORTATION COMMITTEE

Page 3

Committee
Report No. _____

The DAGS Planning Branch representative noted DAGS is willing to work with the County in planning the Wailuku parcel to help meet the County's need for more office space.

The Deputy Director of Transportation also noted the assessed value of the proposed bus hub site is significantly higher than the County's Wailuku parcel.

Your Committee expressed concern that the proposed bus hub site may be located within the projected sea level rise inundation zone.

The Deputy Director of Transportation cited a recent study and sea level projection maps that indicated the proposed bus hub site is not within the projected sea level rise inundation zone.

The Deputy Director of Transportation also noted other potential sites were considered for the new bus hub, but these sites would require a significantly higher amount of funding from the County and were located further from the current bus hub.

Your Committee noted the need to act expeditiously on the proposed bill due to QKC's unwillingness to extend the current bus hub lease beyond January 30, 2020. Your Committee further noted delaying the process would have a negative effect on bus ridership if a new bus hub site was not in place when the lease expires.

Your Committee voted 4-2 to recommend passage of the proposed bill on first reading and filing of the communication. Committee Chair Crivello, Vice-Chair Carroll, and members Hokama and White voted "aye." Committee members Atay and King voted "no." Committee member Guzman was excused.

Your Housing, Human Services, and Transportation Committee RECOMMENDS the following:

COUNCIL OF THE COUNTY OF MAUI

HOUSING, HUMAN SERVICES, AND TRANSPORTATION COMMITTEE

Page 4

**Committee
Report No.** _____

1. That Bill _____ (2018), attached hereto, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION AND DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES," be PASSED ON FIRST READING and be ORDERED TO PRINT; and

2. That County Communication 18-350 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



STACY CRIVELLO, Chair

hht:cr:18054aa:ssm

ORDINANCE NO. _____

BILL NO. _____ (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE
COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF HAWAII,
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION AND
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. The State of Hawaii and the County of Maui propose entering an intergovernmental agreement to allow the County to move the Maui Bus Transit Hub from the Queen Kaahumanu Center to a portion of State property located in Kahului, Hawaii, in exchange for the State's use of County property adjacent to the State Office Building in Wailuku, Hawaii.

The State and County have identified specific properties to accommodate these needs as set forth in the proposed Memorandum of Understanding ("MOU") attached hereto as Exhibit "1", which outlines their respective duties and obligations, including a long term lease of State's property along Vevau Street, Kahului, for the Maui Bus Transit Hub ("Maui Bus Hub"), and a long term lease of County's property at Wells and High Street, Wailuku, for development of an additional State Office Building ("SOB"). Both parties will be responsible for all development of their respective interests, and the State is committing \$2,500,000.00 (two-million, five-hundred thousand dollars) to the County for construction of the new Maui Bus Hub.

The County has budgeted \$650,000.00 in FY2019 for design of the new Maui Bus Hub.

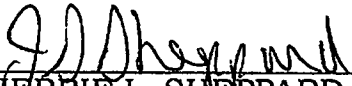
Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or

any amendment thereto which places a financial obligation upon the County or any department or agency thereof.

SECTION 2. Council Authorization. The Council hereby authorizes the Mayor, on behalf of the County of Maui, to enter into the Memorandum of Understanding with the HHFDC and DAGS, Exhibit "1", and amendments thereto, and to accept funds from HHFDC for construction of the Maui Bus Hub.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui

2018-0791

2018-09-19 Proposed Ordinance w/Exhibit 1

MEMORANDUM OF UNDERSTANDING
BUS HUB AND COUNTY WAILUKU PARCEL
KAHULUI CIVIC CENTER MIXED-USE PROJECT

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated as of _____ ("Effective Date"), made by and between the HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION ("HHFDC"), a public body and a body corporate and politic of the State of Hawaii, doing business at 677 Queen Street, Suite 300, Honolulu, Hawaii, 96813, the DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES ("DAGS"), doing business at the Kalanimoku Building, 1151 Punchbowl Street, Honolulu, Hawaii, 96813, and the COUNTY OF MAUI ("County"), a political subdivision of the State of Hawaii, doing business at 200 South High Street, Wailuku, Hawaii, 96793.

WITNESSETH:

WHEREAS, the State of Hawaii owns the fee simple title to the parcel of land at 153 West Kaahumanu Avenue, Kahului, Maui, Hawaii, totaling approximately 5.572 acres, Tax Map Key No. (2) 3-7-004: 003 ("Property"), as shown on Exhibit A attached hereto and hereby incorporated by reference;

WHEREAS, the Property was set aside to DAGS by Executive Order No. 3586 dated May 20, 1993 for Kahului Civic Center purposes;

WHEREAS, the Property is NOT ceded lands;

WHEREAS, the Property is currently being utilized for Department of Education's Adult Education and Lawnmower Operations;

WHEREAS, the County is required to vacate the Maui Bus transit hub at Queen Kaahumanu Center by January 31, 2020 and would like to relocate the transit hub to a new location on approximately 0.5 acre at the Property along Vevau Street, on the east side of the Property driveway, for six buses and a proposed 150 feet by 30 feet concrete pad for a proposed canopy with restroom facilities ("New Maui Bus Hub");

WHEREAS, the Kahului Lani Affordable Senior Housing Project ("Kahului Lani") across Vevau Street from the Property is required to improve Vevau Street between Kahului Lani and the Property and has received its financing for Phase I and is scheduled to start construction in 2018;

WHEREAS, the County owns a parcel of land at 70 South High Street, Wailuku, Maui, Hawaii, 96793, adjacent to DAGS' Wailuku Civic Center, also known as the State Office Building ("SOB"), totaling approximately 18,502 square feet, 0.425 acre, Tax Map

Key No. (2) 3-4-013: 014, as shown on **Exhibit B** attached hereto and hereby incorporated by reference ("County Wailuku Parcel"), which the County has indicated may be available for long-term lease to DAGS at \$1/year for 65 years for a complimentary use with the SOB, in exchange for a long-term lease for the portion of the Property for the New Maui Bus Hub, subject to County Council approval;

WHEREAS, by Senate Concurrent Resolution No. 145, S.D. 1, the Senate of the Twenty-ninth Legislature of the State of Hawaii, Regular Session of 2017, has requested that HHFDC, DAGS and the County work together to:

- (1) Explore the feasibility of transferring the Property to HHFDC for the purpose of developing a mixed-use rental housing project that includes consideration of DAGS' civic center needs in Kahului and Wailuku, Hawaii; and
- (2) Enter into a memorandum of understanding, if appropriate, to execute the transfer;

WHEREAS, on February 1, 2018, HHFDC and DAGS entered into a Memorandum of Understanding ("HHFDC-DAGS MOU") to optimize development of the Property with a mixed-use project consisting of multi-family affordable rental housing, office space/civic center, parking, the New Maui Bus Hub, and other incidental uses ("Project"), which may include the County Wailuku Parcel as part of the office space/civic center portion of the Project;

WHEREAS, H.B. No. 1900, H.D. 1, S.D. 2, C.D. 1¹ of the 2018 State of Hawaii Legislature appropriated \$2.5 million of Capital Improvement Program ("CIP") funds to HHFDC for the Project, including the New Maui Bus Hub, as follows:

Plans	\$ 1,000
Land	1,000
Design	497,000
Construction	2,000,000
Equipment	1,000
Total	<u>\$2,500,000</u>

WHEREAS, HHFDC proposes to earmark, subject to HHFDC Board of Directors approval, up to \$1.5 million from the Dwelling Unit Revolving Fund ("DURF") appropriated by the 2018 Legislature² for the Project, subject to program requirements and approvals by HHFDC Board of Directors and Governor;

WHEREAS, HHFDC, DAGS and the County wish to enter into this MOU to define their respective roles and responsibilities in the administration and use of the CIP funds for the New Maui Bus Hub;

¹ Item No. 27.01, at page 95, now Act 53 Session Laws of Hawaii 2018.

² \$10 million appropriated to DURF funds, H.B. No. 2748, H.D. 2, S.D. 2, C.D. 1, Twenty-Ninth Legislature, 2018, now Act 39 Session Laws of Hawaii 2018.

NOW, THEREFORE, the parties hereby agree as follows:

- I. **HHFDC Obligations.** HHFDC agrees to the following:
 - A. Subject to approval by the Legislature and release of funds by the Governor, HHFDC agrees to receive and administer the disbursement of CIP funds for use by the County for the New Maui Bus Hub in accordance with this MOU;
 - B. The CIP funds may be used for any Project related expense, as approved by HHFDC;
 - C. Any amendment to the CIP budget shall be subject to HHFDC approval and approval of re-allocation of CIP budget categories by the State of Hawaii Department of Budget and Finance;
 - D. Request for periodic payments from the CIP funds shall be made by the County by submittal of a written request to HHFDC (no more than once a month), accompanied by the worksheets, invoices and information supporting the withdrawal, in forms attached hereto as **Exhibit C**, and hereby incorporated by reference, or as otherwise approved by HHFDC; supporting information shall include the CIP funds budget, amount of the CIP funds budget paid to date, amount of the payment requested, and amount of the CIP funds budget remaining for payment;
 - E. Payments from the CIP funds shall be made payable to the County, for payment to its vendor;
 - F. HHFDC reserves the right to also withdraw from the CIP funds for Project related expenses;
 - G. Payment and performance bonds shall be required for construction contracts exceeding the limits of Section 103D-305, HRS;
 - H. All contracts shall name the State of Hawaii, Department of Land and Natural Resources ("DLNR"), DAGS and HHFDC as additional indemnitees and additional insured parties;
 - I. Seek approval from the HHFDC Board of Directors and the Governor for the use of up to \$1.5 million in DURF funds appropriated by the 2018 Legislature for planning for the Project;
 - J. Seek approval from the HHFDC Board of Directors to request for a set aside of the Property to HHFDC for the Project, subject to approval by the Board of Land and Natural Resources ("BLNR") of the cancellation of the existing Executive Order No. 3586;

- K. Subject to BLNR approval of the cancellation of Executive Order No. 3586, issuance of an Executive Order of the Property to HHFDC, and completion of construction of the New Maui Bus Hub, issue a ground lease to the County without subdivision approval³ for 65 years at \$1/year for the portion of the Property for the New Maui Bus Hub within the boundary proposed by the County and approved by HHFDC and DAGS ("Bus Hub Ground Lease");
- L. Procure a consultant(s) for the hazardous waste assessment, master plan and land use approvals for the Project;
- M. Request appropriate CIP funds from the Hawaii State Legislature for development and construction of the multi-use office space/civic center and parking;
- N. Procure a developer under a request for proposals process for development of the Project in accordance with the HHFDC-DAGS MOU.

II. DAGS Obligations. DAGS agrees to the following:

- A. Request BLNR approval of a cancellation of Executive Order No. 3586 and issuance of a new Executive Order to HHFDC for the Project, upon terms and conditions acceptable to DAGS and HHFDC;
- B. Until cancellation of Executive Order No. 3586 and subject to DLNR approval of rights-of-entry longer than 14 days per entry, issue rights-of-entry less than 14 days per entry to the County for the planning, design, construction and/or operation of the New Maui Bus Hub;
- C. Accept a 65-year, \$1/year ground lease of the County Wailuku Parcel from the County in a form acceptable to DAGS and the County, for the development and operation of an office building with ancillary parking;
- D. Provide the program requirements for the office space/civic center uses and parking for the Project;
- E. Assist in coordinating the relocation of the DOE lawnmower operations from the Property;
- F. Provide any documented historical data on the Property, such as hazardous materials assessments, to the HHFDC consultant for the master planning of the Project;

³ The County believes that subdivision approval is not required for the Bus Hub Ground Lease.

- III. County Obligations. The County shall be responsible for the following:
- A. Provide and authorize the use of any studies and reports relating to the County Wailuku Parcel, such as hazardous materials assessments, topographic surveys, geotechnical surveys, and technical studies previously done by the County for an Environmental Assessment for an office building project at the County Wailuku Parcel;
 - B. Approve a right-of-entry over the County Wailuku Parcel for planning and design of the Project;
 - C. Issue a 65-year ground lease of the County Wailuku Parcel at \$1/year to DAGS for development and operation of an office building with ancillary parking. Subject to reasonable access by DAGS for planning and engineering purposes, County to maintain and utilize this parcel under a sublease from DAGS until start of construction by DAGS;
 - D. Approve the Project as a mixed-use project as required by Act 131 Session Laws of Hawaii 2016;
 - E. Until Executive Order No. 3586 is cancelled, obtain rights-of-entry to the Property less than 14 days per entry from DAGS⁴; after a new Executive Order is issued to HHFDC, obtain any rights-of-entry to the Property from HHFDC;
 - F. Complete an Environmental Assessment ("EA") for the New Maui Bus Hub pursuant to Chapter 343, Hawaii Revised Statutes ("HRS") in accordance with a plan approved by DAGS and HHFDC, which shall be subject to the following:
 - 1. The property boundary for the New Maui Bus Hub shall be subject to the approval by DAGS and HHFDC;
 - 2. Design and construction of the New Maui Bus Hub shall include a permanent fence or barrier at the proposed boundary between the New Maui Bus Hub and the balance of the Property;
 - 3. The Vevau Street access to the Property shall not be located farther east on Vevau Street than the driveway to the proposed Kahului Lani project across Vevau Street from the Property;
 - 4. After completion of construction of the New Maui Bus Hub, HHFDC reserves the right to make minor adjustments or modifications to the New Maui Bus Hub consistent with the master plan for the Project, including modifications to the property boundary, modifications to the permanent perimeter fence or barrier, or modifications to the Vevau Street driveway access to the Property;

⁴ Rights-of-entry longer than 14 days shall require BLNR approval.

- G. Be the proposing and accepting agency for the EA for the New Maui Bus Hub;
- H. Compliance with Chapter 343, HRS, for the use of the CIP funds and the Property;
- I. Compliance with Chapter 6E, HRS and Federal Section 106 processes, as applicable, for preserving, restoring, and maintaining historic and cultural properties;
- J. Procure all consultants and contractors for the planning, design and construction of the New Maui Bus Hub in compliance with Chapter 103D, HRS, for the procurement of goods and services;
- K. The County shall not commence construction of the New Maui Bus Hub at the Property until a Notice to Proceed date has been issued by HHFDC. The Notice to Proceed shall not be issued prior to the fulfillment to HHFDC's satisfaction of all of the following conditions precedent:
 - 1. The County has obtained a right-of-entry to the applicable portion of the Property, from DAGS or HHFDC, as applicable, and for work off the Property, the County shall furnish to HHFDC evidence that the County has obtained a right-of-entry from the respective landowner.
 - 2. The EA for the proposed construction has been completed.
 - 3. The County shall furnish to each of HHFDC and DAGS two (2) half-sized set of plans and a "pdf" electronic file on CD of the set of plans and specifications for the proposed construction approved by DAGS, HHFDC and the Disability and Communication Access Board.
 - 4. The County shall furnish to HHFDC evidence satisfactory to HHFDC that the proposed construction is in compliance with the requirements of Section 103-50, HRS, and the Disability and Communication Access Board, or that Section 103-50, HRS is not applicable to the project.
 - 5. The County shall furnish to HHFDC evidence satisfactory to HHFDC that the County has obtained a foundation or building permit for the proposed construction.
 - 6. If applicable, the County shall furnish to HHFDC evidence of Notice of General Permit Coverage approved by the Department of Health for the type of discharge(s) from the project authorized by an NPDES General Permit.
 - 7. The County shall furnish to HHFDC a copy of the construction contract for the proposed work to be commenced ("Construction Contract").
 - 8. The County shall furnish to HHFDC a copy of a performance and payment bond equal to 100% of the Construction Contract for the work to be commenced. The contractor shall be the principal, and the surety shall be a corporate surety satisfactory to HHFDC. The bond shall be conditioned upon the full and proper performance of the work in accordance with the plans and specifications approved by HHFDC

and DAGS and upon the payment of all materials and labor in connection with the development and construction of the project. The State of Hawaii and DAGS, DLNR and HHFDC shall be additional obligees on the bonds.

9. The County shall provide evidence to HHFDC that the County has sufficient funds secured and available to pay for the proposed construction.
- L. If required, obtain subdivision approval for the Bus Hub Ground Lease.
- M. Accept the Bus Hub Ground Lease when offered by HHFDC.
- N. Agree to a conversion of the Bus Hub Ground Lease to a condominium conveyance document when a condominium property regime is created for the Project.
- O. Maintain insurance acceptable to HHFDC in full force and effect throughout the term of this MOU as set forth in **Exhibit D**, which is attached and incorporated by reference.
- P. Require any general contractor contracted for the construction or substantial rehabilitation of the New Maui Bus Hub on the Property to obtain and maintain Pollution Liability Insurance covering its liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs arising out of or caused by the operations and construction activities of said general contractor. Combined single limit per occurrence shall not be less than \$3,000,000 and aggregate limit of not less than \$5,000,000. The policy shall have tail coverage extending 5 years beyond the completion of the work contemplated by the applicable construction contract. The policy shall name the State of Hawaii, DLNR, DAGS and HHFDC as additional insured parties.
- Q. Observe and comply with all applicable laws, ordinances, rules and regulations of the federal, state or county governments affecting the Property and the CIP and DURF funds.
- R. Assume sole and complete liability for and shall indemnify, defend and hold the State of Hawaii, DLNR, DAGS and HHFDC harmless from and against any loss, liability, claim or demand for property damage, personal injury, and death arising out of any act or omission of the County and the County's contractors under this MOU to the extent permitted by law and subject to approval by the Maui County Council. This provision shall survive the expiration or earlier termination of this MOU, notwithstanding any other provision to the contrary.

IV. Other Constraints.

- A. Pursuant to Act 131 Session Laws of Hawaii 2016 for mixed-use development, the Project shall be approved by the county in which the Project is located and shall be subject to Chapter 104, HRS, title 40 United States Code sections 3141, 3142, 3143, 3144, 3146, and 3147, or a project labor agreement by law or contract in the construction of the Project.
- B. Pursuant to Section 15-307-27, Hawaii Administrative Rules, the Project shall be primarily designed for affordable housing.
- C. The parties acknowledge that the CIP funds shall lapse if not encumbered by **June 30, 2020**. This MOU is contemplated to encumber the CIP funds. If this MOU encumbers the CIP funds, termination of this MOU with no replacement encumbrance before the encumbrance deadline shall lapse any unexpended funds.
- D. The parties acknowledge that since completion of construction of the Maui Bus Hub is likely to precede the completion of the master plan for the Project, after completion of the master plan for the Project, the New Maui Bus Hub shall be subject to minor adjustments to the boundary or improvements (to be done by the County at HHFDC's discretion with funds provided under this MOU or by HHFDC's developer of the Project) to conform the New Maui Bus Hub with the master plan of the Project.
- E. If there are any inconsistencies between the requirements of this MOU and other applicable requirements, the more restrictive requirement shall control.

V. Term. This MOU shall be effective as of the date listed above and shall continue until the earliest to occur of the following:

- A. Any party may terminate this MOU with sixty (60) days' prior written notice to the other parties; or
- B. Fulfillment of the objectives of this MOU.

Upon termination of this MOU, HHFDC, DAGS and the County shall be released from any further obligations hereunder.

VI. Amendments, Waiver. This MOU can only be changed by an instrument in writing signed by HHFDC, DAGS and the County. The terms of this MOU may not be waived, modified, or in any way changed by implication, through conduct, correspondence, or otherwise, unless such waiver, modification, or change shall be specifically agreed to in writing by HHFDC, DAGS and the

County. Any waiver in whole or in part to any of the terms and conditions hereunder, shall be specific and not general. Each waiver shall only apply to specific conditions and circumstances.

- VII. Binding Effect of Agreement. This MOU shall be binding upon and inure to the benefit of HHFDC, DAGS and the County, and their respective successors and assigns.
- VIII. Gender and Number. The use of any pronoun in reference to HHFDC, DAGS and the County shall be construed to mean the singular or plural, the masculine, feminine or neuter, as the instrument and context may require.
- IX. No Party Deemed Drafter. The parties agree that neither HHFDC, DAGS nor the County shall be deemed to be the drafter of this MOU and in the event this MOU is ever construed by a court of law, such court shall not construe this MOU or any provision hereof against any party as the drafter of this MOU.
- X. Counterparts. This MOU may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one MOU.
- XI. Invalidity of Provision. If any provision of this MOU as applied to any party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way effect any other provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this MOU as a whole.
- XII. Applicable Law. This MOU shall be interpreted in accordance with the laws of the State of Hawaii as such laws are construed and amended from time to time.
- XIII. Notices. Any written notice required to be given by any party to this MOU shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The parties are responsible for notifying each other in writing of any change of address.

Notice to HHFDC shall be addressed to:

Executive Director
Hawaii Housing Finance and Development Corporation
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

Notice to DAGS shall be addressed to:

Comptroller
Department of Accounting and General Services
P.O. Box 119
Honolulu, Hawaii 96810

Notice to the County shall be addressed to:

Director
Department of Transportation
County of Maui
2145 Kaohu Street, Suite #102
Wailuku, Hawaii 96793

- XIV. Approvals Required. Notwithstanding anything to the contrary contained herein, this MOU shall not be binding upon the parties unless and until this MOU has been approved by the County Council and the HHFDC Board of Directors no later than one hundred twenty (120) days after the last execution of this MOU, unless extended at the sole discretion of HHFDC, the notification of such approval shall be provided to the other parties in a timely manner.

[The remainder of this page is blank. The next page is a signature page.]

IN WITNESS WHEREOF, the undersigned have executed these presents as of the day and year first written above.

Approved as to Form:

Hawaii Housing Finance and Development Corporation, a public body and a body corporate and politic of the State of Hawaii

Deputy Attorney General

By _____
Craig K. Hirai
Executive Director

"HHFDC"

APPROVED AS TO FORM:

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES, State of Hawaii

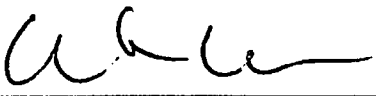
Deputy Attorney General

By _____
Roderick Becker
Comptroller

"DAGS"

Approval Recommended:

COUNTY OF MAUI

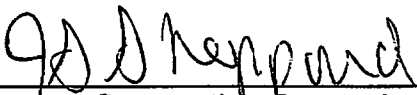


Mark R. Walker, Director
Department of Finance

By _____
Alan M. Arakawa
Mayor

"County"

Approved as to Form and Legality:



Deputy Corporation Counsel
County of Maui (LF 2018-0791)

x:\c:\kah civ ctr\mou county-dags bus hub.hhfdc.dags.ag.COM.rev.9-18-18clean

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU) SS

On this ____ day of _____, 20____, before me appeared CRAIG K. HIRAI, personally known to me, who, being by me duly sworn, did say that he is the EXECUTIVE DIRECTOR of the HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that this ____-page MEMORANDUM OF UNDERSTANDING, BUS HUB AND COUNTY WAILUKU PARCEL, KAHULUI CIVIC CENTER MIXED-USE PROJECT dated _____, was signed and sealed on behalf of the corporation by authority of its Board of Directors, and the said officer acknowledged the instrument to be the free act and deed of the corporation.

Name:
Notary Public, State of Hawaii
____ Judicial Circuit

My commission expires: _____

STATE OF HAWAII

)

) ss.

COUNTY OF MAUI

)

On this the ____ day of _____, 20____, before me personally appeared _____ personally known to me -OR- proved to me on the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

Printed Name: _____

Notary Public, State of Hawaii

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION (at time of notarization)

Doc. Date: _____ # Pages: _____

Notary Name: _____ First Circuit

Doc. Description: MEMORANDUM OF UNDERSTANDING, BUS HUB AND COUNTY WAILUKU PARCEL, KAHULUI CIVIC CENTER MIXED-USE PROJECT

Notary Signature
Stamp or Seal)

Date

(Official

EXHIBIT A

(Location Map – Kahului Property)

EXHIBIT B

(Location Map – County Wailuku Property)

EXHIBIT C

(Draw Request Forms and Worksheets)

EXHIBIT D

(Insurance requirements)

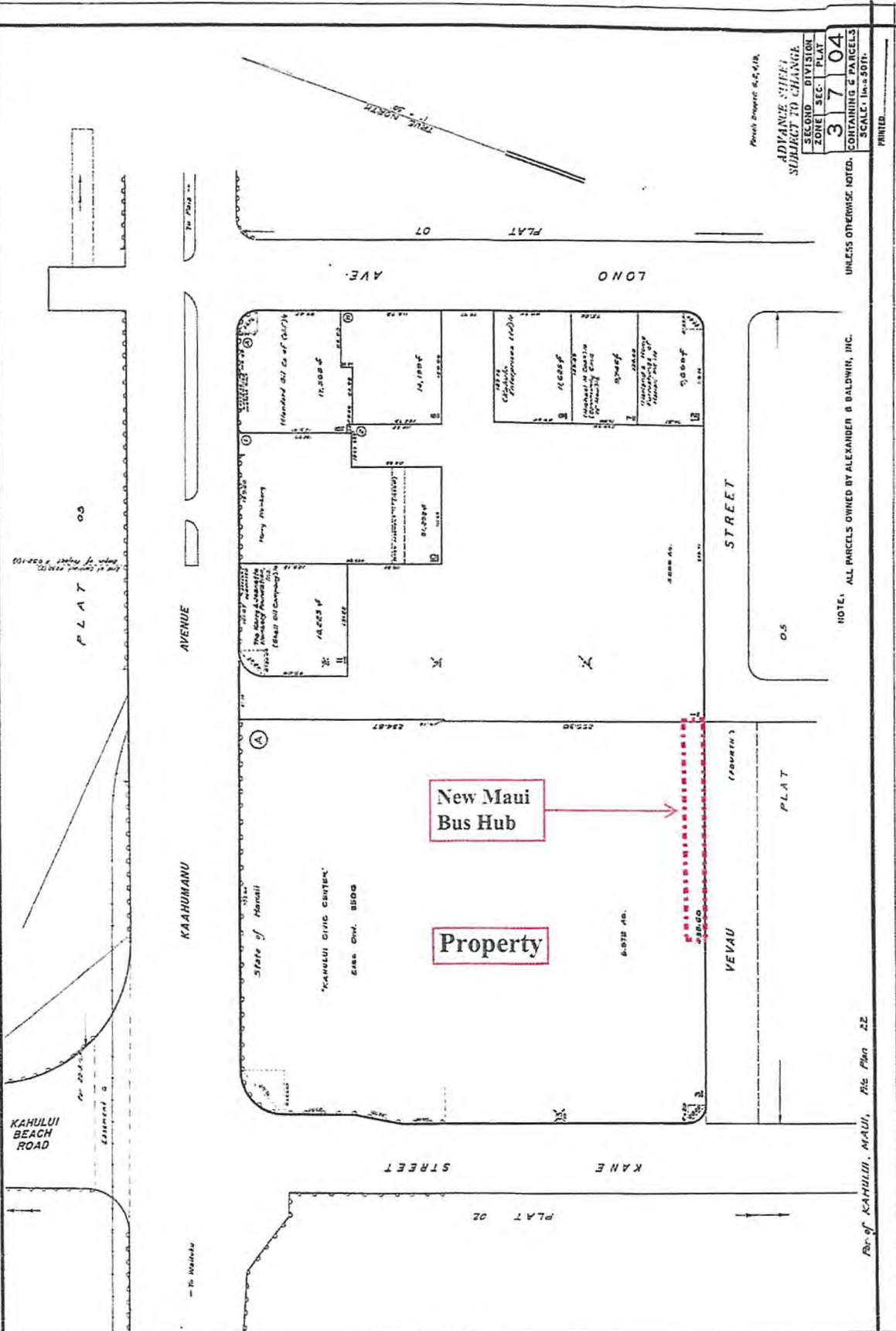
5/12/2018

153 W Kaahumanu Ave - Google Maps



<https://www.google.com/maps/place/153+W+Kaahumanu+Ave,+Kahului,+HI+96732/@20.8310836,-156.3921926,66351m/data=!3m1!1e3!4m5!3m4!1s0x7954d2dee200e941:0xb0e897e39dbb75a2!8m2!3d20.8895596>

EXHIBIT " A "



Parcels Shaded 6.6.4.18.
ADVANCE SHEET
SUBJECT TO CHANGE
 SECOND DIVISION
 ZONE 1 SEC 1 PLAT
3 7 04
 CONTAINING 6 PARCELS
 SCALE: 1/4" = 50'

UNLESS OTHERWISE NOTED.

NOTE: ALL PARCELS OWNED BY ALEXANDER B BALDWIN, INC.

Part of KAHULUI, MAUI, His Plan 22

PRINTED

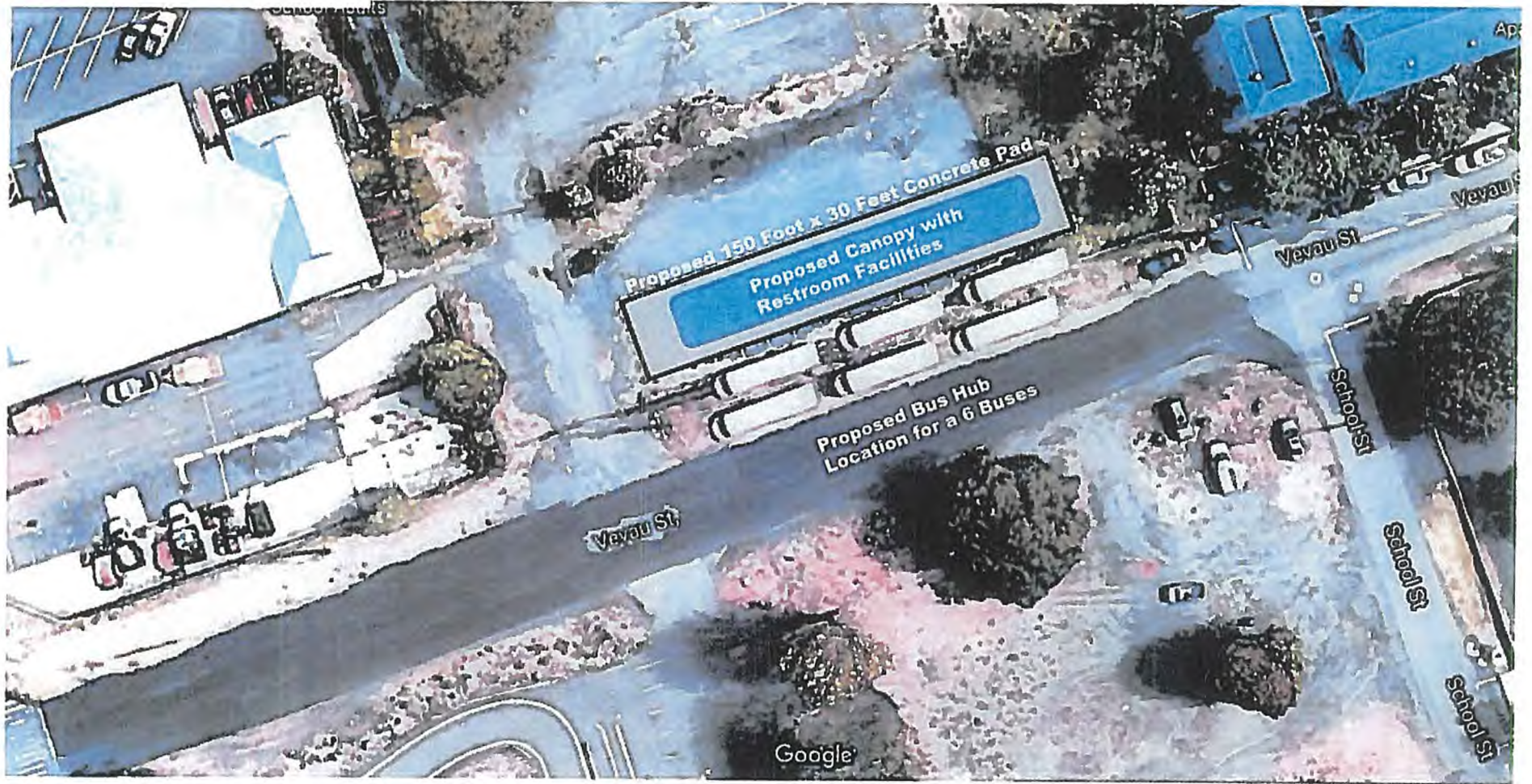
EXHIBIT A-2

117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200

114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200



Google Earth



Proposed 150 Foot x 30 Feet Concrete Pad
Proposed Canopy with Restroom Facilities

Proposed Bus Hub
Location for a 6 Buses

Vevau St

Vevau St

School St

School St

School St

Google

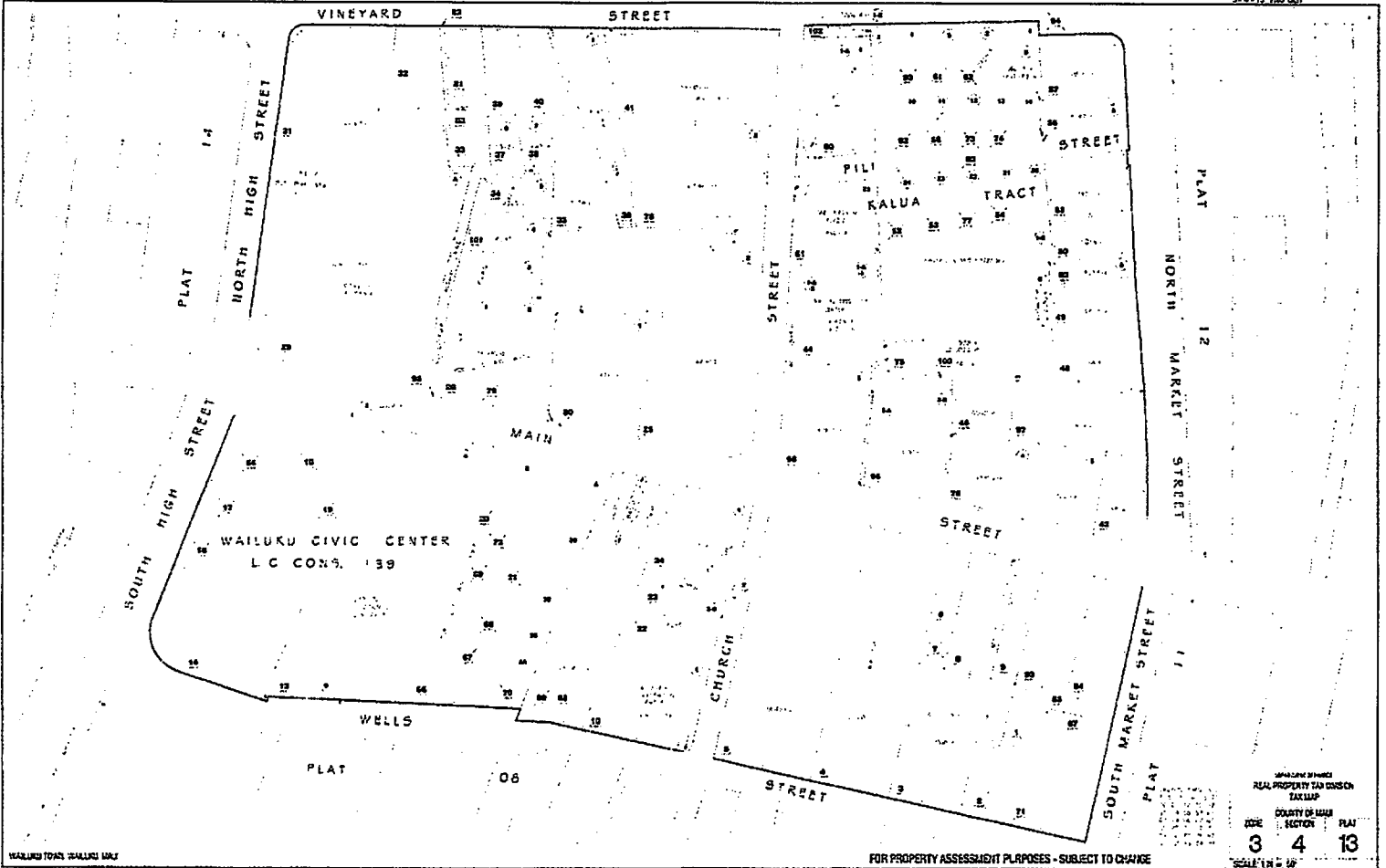
5/12/2018

70 S High St - Google Maps



<https://www.google.com/maps/place/70+S+High+St,+Wailuku,+HI+96793/@20.8629279,-156.434004,47459m/data=!3m1!1e3!4m5!3m4!1s0x7954d36be02a6d77:0x14dae750963966d3!8m2!3d20.8862086!4d-156.504>

EXHIBIT " B "



HAWAII COUNTY OF HAWAII
 REAL PROPERTY TAX DIVISION
 TAX MAP
 COUNTY OF HAWAII
 PLAT
 SECTION
 ZONE
3 4 13

FOR PROPERTY ASSESSMENT PURPOSES - SUBJECT TO CHANGE

PRINTED:

DRAFT 3/29/18

DEPARTMENT OF TRANSPORTATION
COUNTY OF MAUI
2145 Kaohu Street, Suite #102
Wailuku, Hawaii 96793

Date: _____

DRAW REQUEST AND CERTIFICATION

Hawaii Housing Finance and Development Corporation
677 Queen Street, Suite 300
Honolulu, Hawaii 96813
ATTN: Stan S. Fujimoto, Project Manager

Subject: Draw Request No. _____
CIP Funds
New Maui Bus Hub
Vevau Street
Kahului Civic Center Mixed-Use Project
Kahului, Maui, Hawaii

We request payment for the attached invoices in the following total amount for the above subject New Maui Bus Hub Project on Vevau Street at the Kahului Civic Center Mixed-Use Project in Kahului, Maui, Hawaii, TMK No. (2) 3-7-004: 003:

\$ _____ From CIP Funds

We hereby certify that all of the requested items have been paid or are due and payable in connection with the project pursuant to the project documents including the following:

- Act ___ Session Laws of Hawaii 2018
- Governor's approval of release of CIP Funds for the project dated _____;
and
- MOU between the County and HHFDC for the CIP Funds for the project dated _____;

After disbursement of the amount requested, the total amount disbursed, and the balance of proceeds remaining after this disbursement will be as stated in the attached worksheets for the CIP Funds for the project.

Sincerely,

DEPARTMENT OF TRANSPORTATION
COUNTY OF MAUI

By _____
Name:
Title:

EXHIBIT " C "

**COUNTY MOU - CIP FUNDS FOR NEW MAUI BUS HUB
SUMMARY OF INVOICES
DRAW REQUEST NO. _____**

Budget Item	Vendor	Invoice Date	CIP Funds	Other Funds	Total Draw
Total			0.00	0.00	0.00

EXHIBIT C-2

c:\kah civ c\rtexh c-2 - summ of invoices form.xls

**NEW MAUI BUS HUB
TOTAL BUDGET
Payment Request**

7/12/2018
2:47 PM

CIP Funds	INITIAL	CURRENT		COST TO	COST TO		THIS
SCOPE OF WORK	APPROVED	APPROVED	%	DATE	DATE	BALANCE	DRAW
	BUDGET	BUDGET	COMP	PREVIOUS	NEW		REQUEST
							#
LAND							
Land	\$1,000.00	\$1,000.00		\$0.00	\$0.00	1,000.00	0.00
FOR SITE WORK							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
NEW CONSTRUCTION							
Construction	\$2,000,000.00	\$2,000,000.00		\$0.00	\$0.00	2,000,000.00	0.00
Equipment	\$1,000.00	\$1,000.00		\$0.00	\$0.00	1,000.00	0.00
CONTINGENCY							
Construction Contingency	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Soft Cost Contingency	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
ARCHITECTURAL & ENGINEERING FEES							
Plans	\$281,000.00	\$281,000.00		\$0.00	\$0.00	281,000.00	0.00
Design	\$867,000.00	\$867,000.00		\$0.00	\$0.00	867,000.00	0.00
Environmental Assessment (EA)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Engineering Fees	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Landscape Architect	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
LEED Certification	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Reimbursables	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
INTERIM COSTS							
Construction Insurance	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Construction Interest	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Construction Loan Origination Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Construction Credit Enhancement	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Payment and Performance Bond	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Real Property Tax & Other Taxes	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
PERMITS AND FEES							
Building Permits	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
BWS Fees	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
DOE Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Special Inspections	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
SOFT COSTS							
Planning	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Property Appraisal	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Market Study	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Environmental Report	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
HHFDC LIHTC Fee/(Good Faith Deposit)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Advertising/Marketing	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Furnishings	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Survey	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Accounting/Cost Certification	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Working Capital	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
SYNDICATION COSTS							
Organizational (Partnership)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
FINANCING FEES & EXPENSES							
Permanent Loan Origination Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Title and Recording	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Counsel's Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Lender's Counsel	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Lender's Out of Pocket	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
DEVELOPER'S FEES							
Developer's Overhead	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Developer's Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
TOTAL COST BEFORE RESERVE	\$3,150,000.00	\$3,150,000.00		\$0.00	\$0.00	\$3,150,000.00	\$0.00
PROJECT RESERVES							
Operating Reserves	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
Escrows	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
TOTAL PROJECT COST	\$3,150,000.00	\$3,150,000.00		\$0.00	\$0.00	\$3,150,000.00	\$0.00

**NEW MAUI BUS HUB
CIP FUNDS
Payment Request**

7/12/2018
2:47 PM

SCOPE OF WORK	INITIAL APPROVED BUDGET	CURRENT APPROVED BUDGET	% COMP	COST TO DATE PREVIOUS	COST TO DATE NEW	BALANCE	THIS REQUEST
							#
LAND							
Land	\$1,000.00	\$1,000.00		\$0.00	\$0.00	1,000.00	\$0.00
FOR SITE WORK							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
NEW CONSTRUCTION							
Construction	\$2,000,000.00	\$2,000,000.00		\$0.00	\$0.00	2,000,000.00	\$0.00
Equipment	\$1,000.00	\$1,000.00		\$0.00	\$0.00	1,000.00	\$0.00
CONTINGENCY							
Construction Contingency	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Soft Cost Contingency	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
ARCHITECTURAL & ENGINEERING FEES							
Plans	\$1,000.00	\$1,000.00		\$0.00	\$0.00	1,000.00	\$0.00
Design	\$497,000.00	\$497,000.00		\$0.00	\$0.00	497,000.00	\$0.00
Environmental Assessment (EA)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Engineering Fees	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Landscape Architect	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
LEED Certification	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Reimbursables	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
INTERIM COSTS							
Construction Insurance	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Construction Interest	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Construction Loan Origination Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Construction Credit Enhancement	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Payment and Performance Bond	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Real Property Tax & Other Taxes	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
PERMITS AND FEES							
Building Permits	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
BWS Fees	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
DOE Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Special Inspections	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
SOFT COSTS							
Planning	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Property Appraisal	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Market Study	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Environmental Report	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
HHFDC LIHTC Fee/(Good Faith Deposit)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Advertising/Marketing	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Furnishings	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Survey	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Accounting/Cost Certification	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Working Capital	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
SYNDICATION COSTS							
Organizational (Partnership)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
FINANCING FEES & EXPENSES							
Permanent Loan Origination Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Title and Recording	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Counsel's Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Lender's Counsel	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Lender's Out of Pocket	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
DEVELOPER'S FEES							
Developer's Overhead	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Developer's Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
TOTAL COST BEFORE RESERVE	\$2,500,000.00	\$2,500,000.00		\$0.00	\$0.00	\$2,500,000.00	\$0.00
PROJECT RESERVES							
Operating Reserves	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Escrows	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
TOTAL PROJECT COST	\$2,500,000.00	\$2,500,000.00		\$0.00	\$0.00	\$2,500,000.00	\$0.00

**NEW MAUI BUS HUB
COUNTY FUNDS
Payment Request**

7/12/2018
2:47 PM

SCOPE OF WORK	INITIAL	PROPOSED	%	COST TO	COST TO	BALANCE	THIS
	APPROVED BUDGET	BUDGET	COMP	DATE PREVIOUS	DATE NEW		REQUEST
							#
LAND							
Land	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
FOR SITE WORK							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
NEW CONSTRUCTION							
Construction	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
CONTINGENCY							
Construction Contingency	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Soft Cost Contingency	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
ARCHITECTURAL & ENGINEERING FEES							
Planning	\$280,000.00	\$280,000.00		\$0.00	\$0.00	\$280,000.00	\$0.00
Design	\$370,000.00	\$370,000.00		\$0.00	\$0.00	\$370,000.00	\$0.00
Environmental Assessment (EA)	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Engineering Fees	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Landscape Architect	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
LEED Certification	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Reimbursables	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
INTERIM COSTS							
Construction Insurance	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Construction Interest	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Construction Loan Origination Fee	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Construction Credit Enhancement	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Payment and Performance Bond	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Real Property Tax & Other Taxes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
PERMITS AND FEES							
Building Permits	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
BWS Fees	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DOE Fee	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Special Inspections	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
SOFT COSTS							
Planning	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Property Appraisal	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Market Study	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Environmental Report	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
HHFDC LIHTC Fee/(Good Faith Deposit)	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Advertising/Marketing	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Furnishings	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Survey	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Accounting/Cost Certification	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Working Capital	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
SYNDICATION COSTS							
Organizational (Partnership)	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
FINANCING FEES & EXPENSES							
Permanent Loan Origination Fee	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Title and Recording	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Counsel's Fee	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Lender's Counsel	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Lender's Out of Pocket	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DEVELOPER'S FEES							
Developer's Overhead	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Developer's Fee	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST BEFORE RESERVE	\$650,000.00	\$650,000.00		\$0.00	\$0.00	\$650,000.00	\$0.00
PROJECT RESERVES							
Operating Reserves	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Escrows	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COST	\$650,000.00	\$650,000.00		\$0.00	\$0.00	\$650,000.00	\$0.00

**NEW MAUI BUS HUB
DURF FUNDS
Payment Request**

7/12/2018
2:47 PM

SCOPE OF WORK	INITIAL	CURRENT	%	COST TO	COST TO	BALANCE	THIS
	APPROVED	APPROVED		DATE	DATE		
	BUDGET	BUDGET	COMP	PREVIOUS	NEW		REQUEST
							#
LAND							
Land	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
FOR SITE WORK							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
NEW CONSTRUCTION							
Construction	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Equipment	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
CONTINGENCY							
Construction Contingency	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Soft Cost Contingency	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
ARCHITECTURAL & ENGINEERING FEES							
Plans	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Design	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Environmental Assessment (EA)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Engineering Fees	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Landscape Architect	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
LEED Certification	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Reimbursables	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
INTERIM COSTS							
Construction Insurance	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Construction Interest	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Construction Loan Originaation Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Construction Credit Enhancement	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Payment and Performance Bond	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Real Property Tax & Other Taxes	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
PERMITS AND FEES							
Building Permits	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
BWS Fees	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
DOE Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Special Inspections	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
SOFT COSTS							
Planning	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Property Appraisal	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Market Study	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Environmental Report	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
HHFDC LIHTC Fee/(Good Faith Deposit)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Advertising/Marketing	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Furnishings	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Survey	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Accounting/Cost Certification	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Working Capital	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
SYNDICATION COSTS							
Organizational (Partnership)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
FINANCING FEES & EXPENSES							
Permanent Loan Origination Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Title and Recording	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Counsel's Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Lender's Counsel	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Lender's Out of Pocket	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
DEVELOPER'S FEES							
Developer's Overhead	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Developer's Fee	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
TOTAL COST BEFORE RESERVE	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
PROJECT RESERVES							
Operating Reserves	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
Escrows	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
TOTAL PROJECT COST	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00

No. 1 No. 2

LAND

Land

FOR SITE WORK

Sitework Costs

NEW CONSTRUCTION

Construction
Equipment

CONTINGENCY

Construction Contingency
Soft Cost Contingency

ARCHITECTURAL & ENGINEERING FEES

Plans
Design
Environmental Assessment (EA)
Engineering Fees
Landscape Architect
LEED Certification
Reimbursables

INTERIM COSTS

Construction Insurance
Construction Interest
Construction Loan Originaation Fee
Construction Credit Enhancement
Payment and Performance Bond
Real Property Tax & Other Taxes

0 0 0 0

PERMITS AND FEES

Building Permits
BWS Fees
DOE Fee
Special Inspections

SOFT COSTS

Planning
Property Appraisal
Market Study
Environmental Report
HHFDC LIHTC Fee/(Good Faith Deposit)
Advertising/Marketing
Furnishings
Survey
Accounting/Cost Certification
Working Capital

0

**INSURANCE REQUIREMENTS
NEW MAUI BUS HUB**

The policy or policies of insurance maintained by the County shall provide the following minimum policy limits and coverages:

Coverage	Minimum Policy Limits
Commercial General Liability and Automobile Insurance	The County's commercial general liability and automobile liability, including products and completed operations coverage, and automobile liability insurance shall be written on occurrence form and contain broad form property damage and bodily injury coverage of a combined single limit of not less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate arising out of or in connection with operations performed under this MOU. Automobile insurance, and basic no-fault and personal injury protection as required by Hawaii laws, shall be no less than \$1,000,000 per accident. If the County does not own automobiles, it shall maintain Hired & Non-owned Automobile Liability coverage.
Pollution Liability	The County shall obtain at the County's expense, and shall keep in effect during this MOU, Pollution Liability Insurance covering the County's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the County all arising out of the County's use of the Property. Combined single limit per occurrence may not be less than \$3,000,000. Annual aggregate limit may not be less than \$3,000,000. The policy shall name the State of Hawaii, DLNR, DAGS and HHFDC as additional insureds.
Workers' Compensation	As required by Hawaii laws
Property	Including Windstorm written on a replacement cost basis in an amount not less than 100% of the replacement cost of the buildings and contents, including betterments and improvements, made by the County, located on the premises. The County shall be responsible for any deductible or self-insurance retention, and to provide these coverages on a primary basis. State of Hawaii, DLNR, DAGS and HHFDC shall be loss payees under the Property

	Insurance. Coverage should be evidenced on form Acord 27 – Evidence of Property Insurance.
--	--

The Commercial General Liability Insurance and the Automobile Insurance shall contain the following provisions:

1. It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of and not contribute with insurance provided by this policy.
2. The State of Hawaii, DLNR, DAGS and HHFDC are added as additional insured parties for operations performed on the Property under this MOU.
3. Insurance shall include a cross liability or severability of interest clause.
4. The County shall immediately provide written notice to HHFDC should any of the insurance policies evidenced on the County's Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The above required insurance shall be primary and shall cover the insured for all operations to be performed under this MOU and on the Property, all operations performed incidentally, directly or indirectly connected with all operations to be performed under this MOU and on the Property, including operations performed outside the work area and all change order work.

The County agrees to a Waiver of Subrogation for each required policy described herein. When required by the insurer, or should a policy condition not permit the County to enter into a pre-loss agreement to waive subrogation without an endorsement, the County shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the County enter into such an agreement on a pre-loss basis.

The County agrees to deposit with HHFDC, on or before the Effective Date of this MOU, certificates of insurance necessary to satisfy HHFDC that the insurance provisions of this MOU have been complied with. The County further agrees to keep such insurance in effect and current certificates of insurance on deposit with HHFDC during the entire term of this MOU. The certificates of insurance shall refer to this MOU.

HHFDC shall retain the right at any time to review and approve coverage, form, and amount of the insurance required by this MOU. If, in the reasonable opinion of HHFDC, the insurance provisions in this MOU do not provide adequate protection for HHFDC, HHFDC may require the County to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. HHFDC's requirements shall be reasonable but shall be designed with due regard to the then prevailing prudent business practice in the State of Hawaii to assure protection from and against the kind of and the extent of risks which exist at the time a change in insurance is required.

HHFDC shall notify the County in writing of any changes in the insurance requirements desired by HHFDC. If the County does not deposit copies of insurance policies with HHFDC incorporating such changes requested by HHFDC within sixty (60) days of receipt of such notice, this MOU shall be in default without further notice to the County and HHFDC shall be entitled to all legal remedies, including termination of this MOU, and the County shall be liable for all damages, costs, and fees. If any such insurance changes shall not be available at commercially reasonable rates, the County shall have the right to contest HHFDC's request.

The procuring of the required policy or policies of insurance shall not be construed to limit the County's liability under this MOU nor to fulfill the indemnification provisions and requirements of this MOU. Notwithstanding the policy or policies of insurance, the County shall be obligated for the total amount of any damage, injury, or loss incurred under or related to this MOU to the extent the County is liable therefor under this MOU.

All rights or claims of subrogation against the State of Hawaii, DLNR, DAGS and HHFDC, their officers, employees, and agents are waived.

The County shall procure from each of the insurers under all policies of insurance obtained pursuant to the provisions of this MOU, including but not limited to public liability and fire insurance, a waiver of all rights of subrogation which said insurer might otherwise have, as against the other party hereto, said waiver to be in writing and for the express benefit of the other.