

ORDINANCE NO. \_\_\_\_\_

BILL NO. 139 (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.

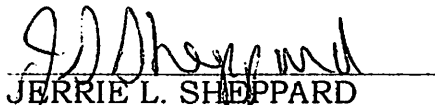
Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or

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:

A handwritten signature in black ink, appearing to read "J. Sheppard", is written over a horizontal line.

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. 1<sup>1</sup> 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 Legislature<sup>2</sup> 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;

---

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

<sup>2</sup> \$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 approval<sup>3</sup> 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;

---

<sup>3</sup> 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 DAGS<sup>4</sup>; 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;

---

<sup>4</sup> 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 co-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:

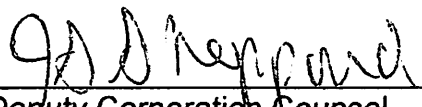
COUNTY OF MAUI

  
\_\_\_\_\_  
Mark R. Walker, Director  
Department of Finance

By \_\_\_\_\_  
Alan M. Arakawa  
Mayor

Approved as to Form and Legality:

"County"

  
\_\_\_\_\_  
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 )  
 ) SS  
CITY AND COUNTY OF HONOLULU )

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)**



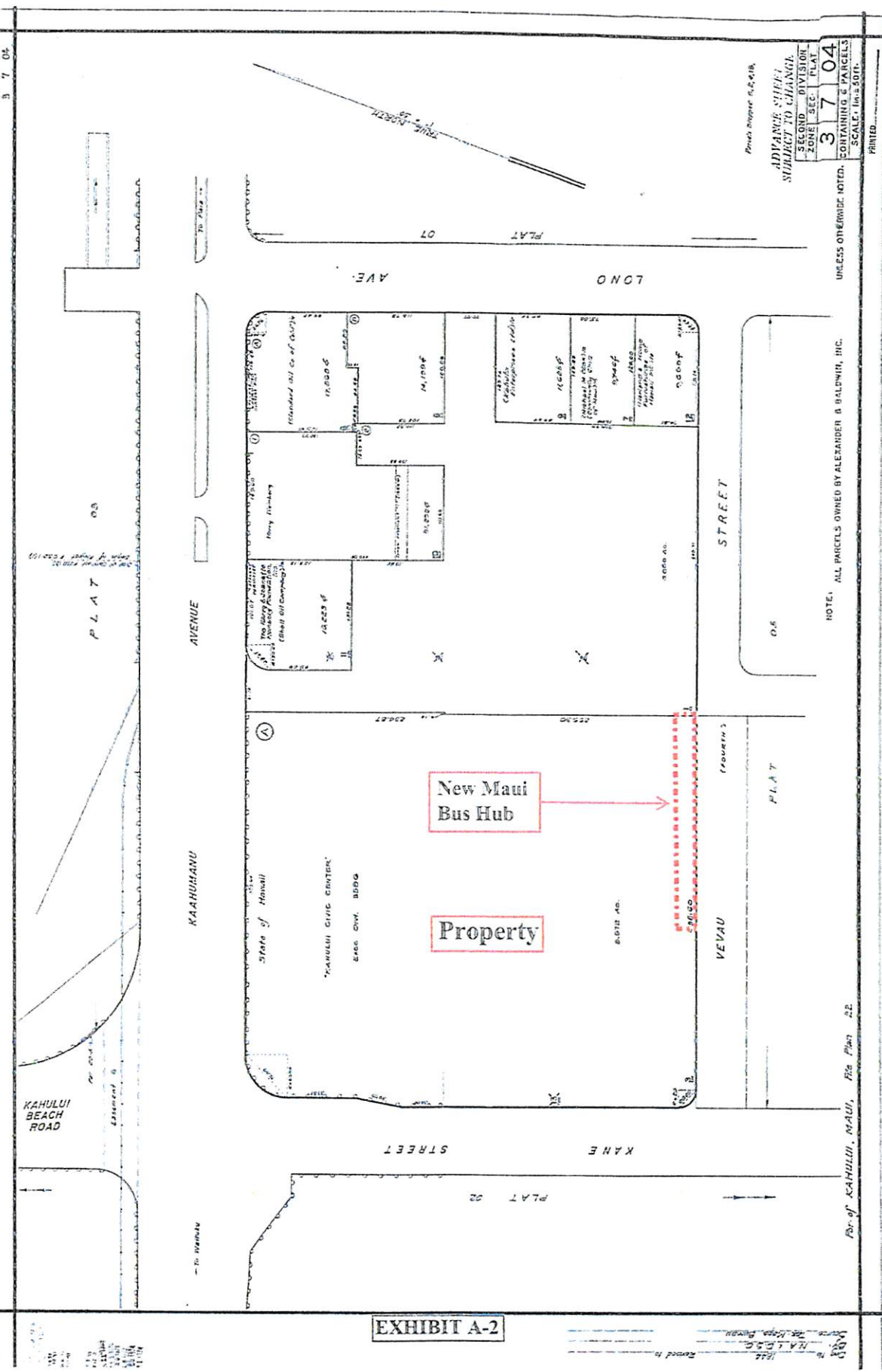


EXHIBIT A-2

ADVANCE SHEET  
SUBJECT TO CHANGE  
SECOND DIVISION  
ZONE SEC. PLAT  
3 7 04  
UNLESS OTHERWISE NOTED, CONTAINING 2 PARCELS  
SCALE: 1"=200'

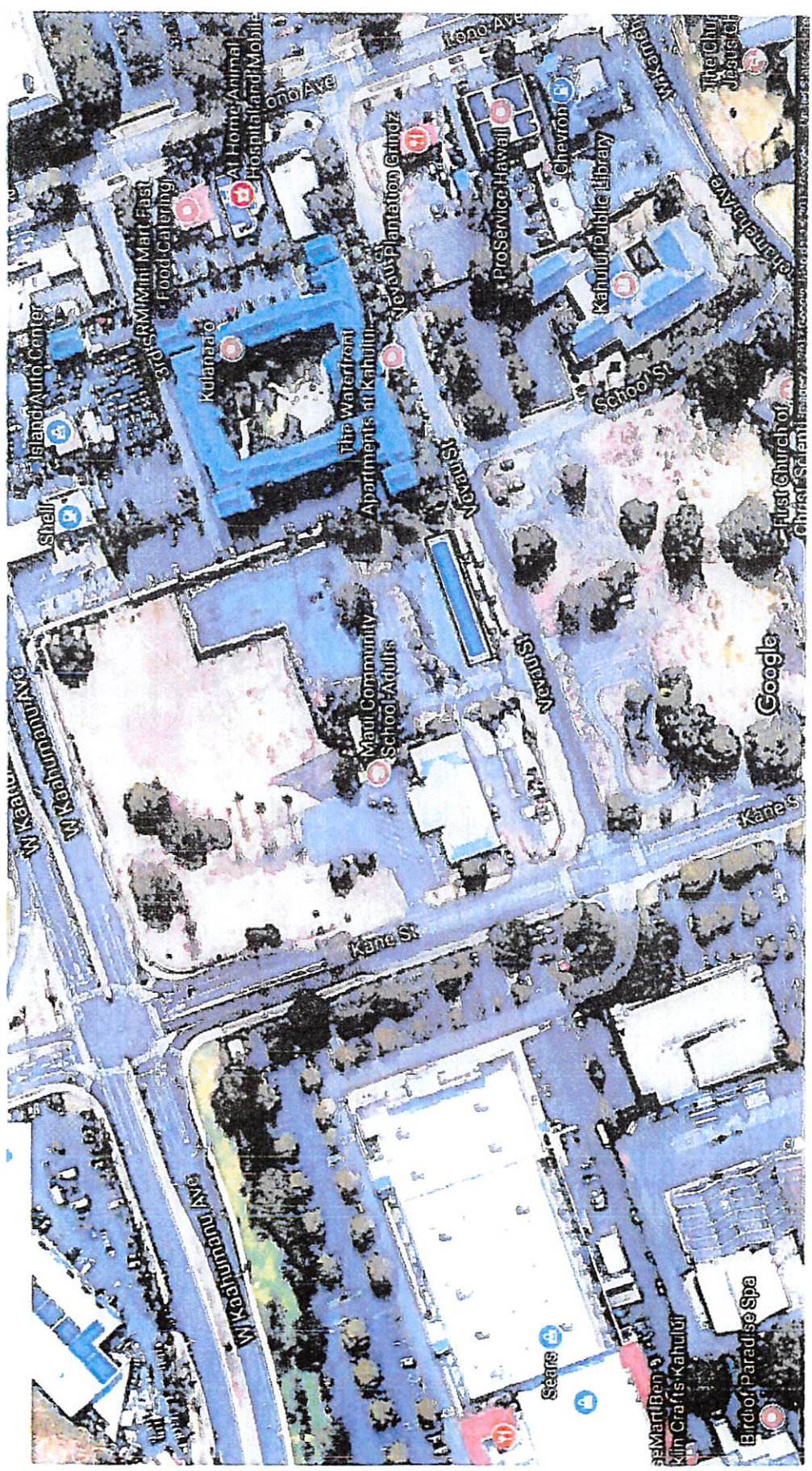
NOTE: ALL PARCELS OWNED BY ALEXANDER & BALDWIN, INC.

PLAT OF KAHULUI, MAUI, FILED PLAN 22

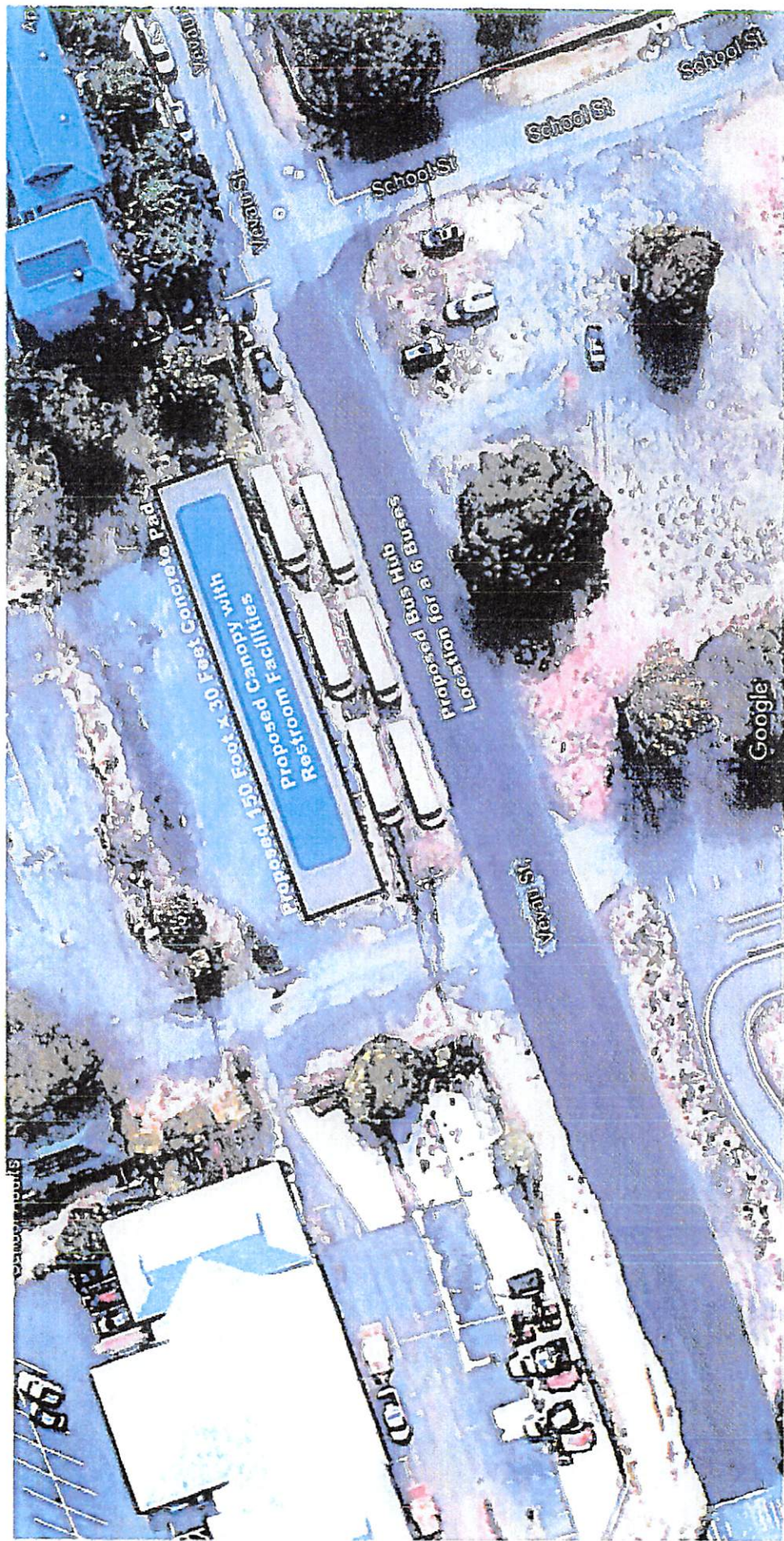
PRINTED



5 W. Hwy  
Boulevard



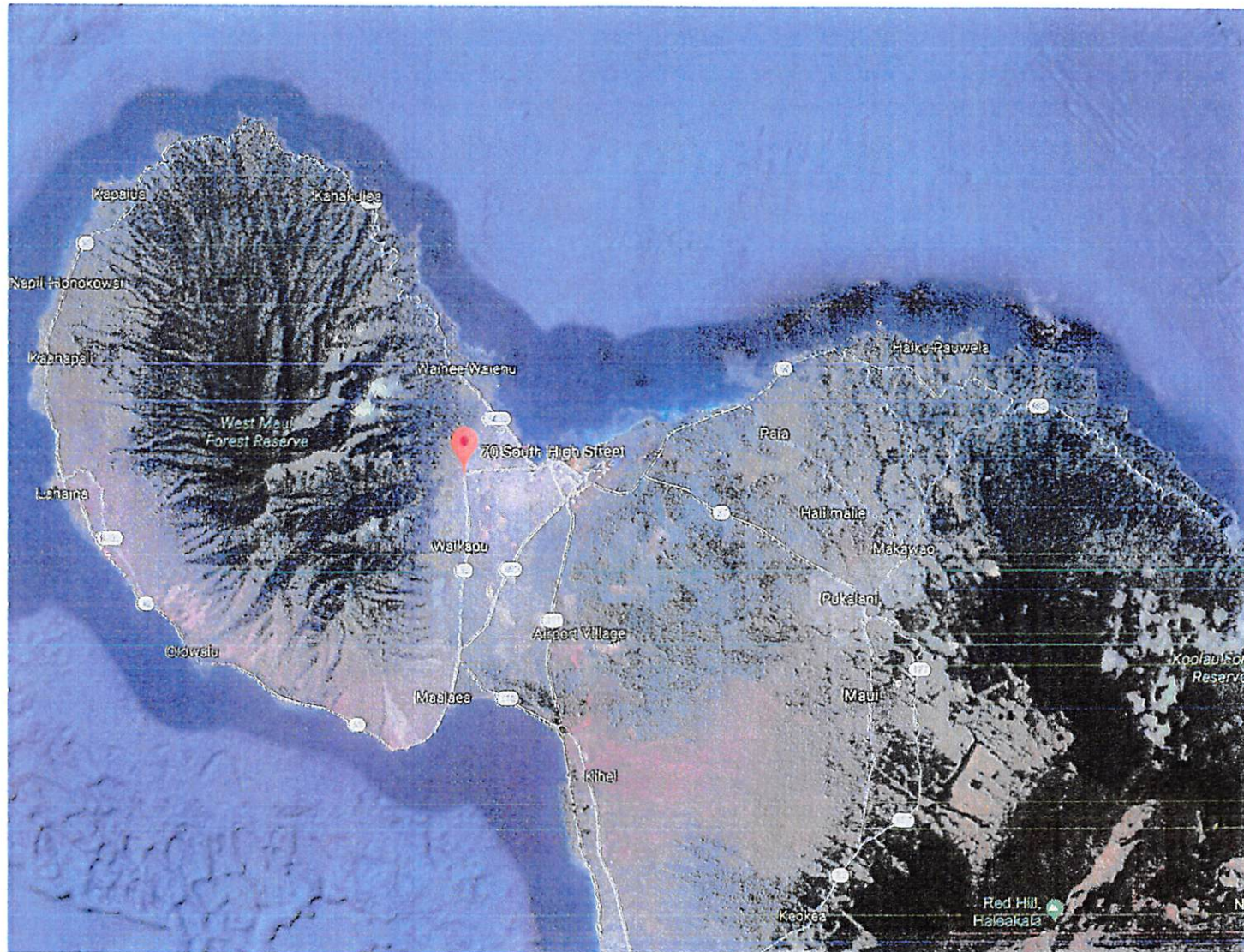






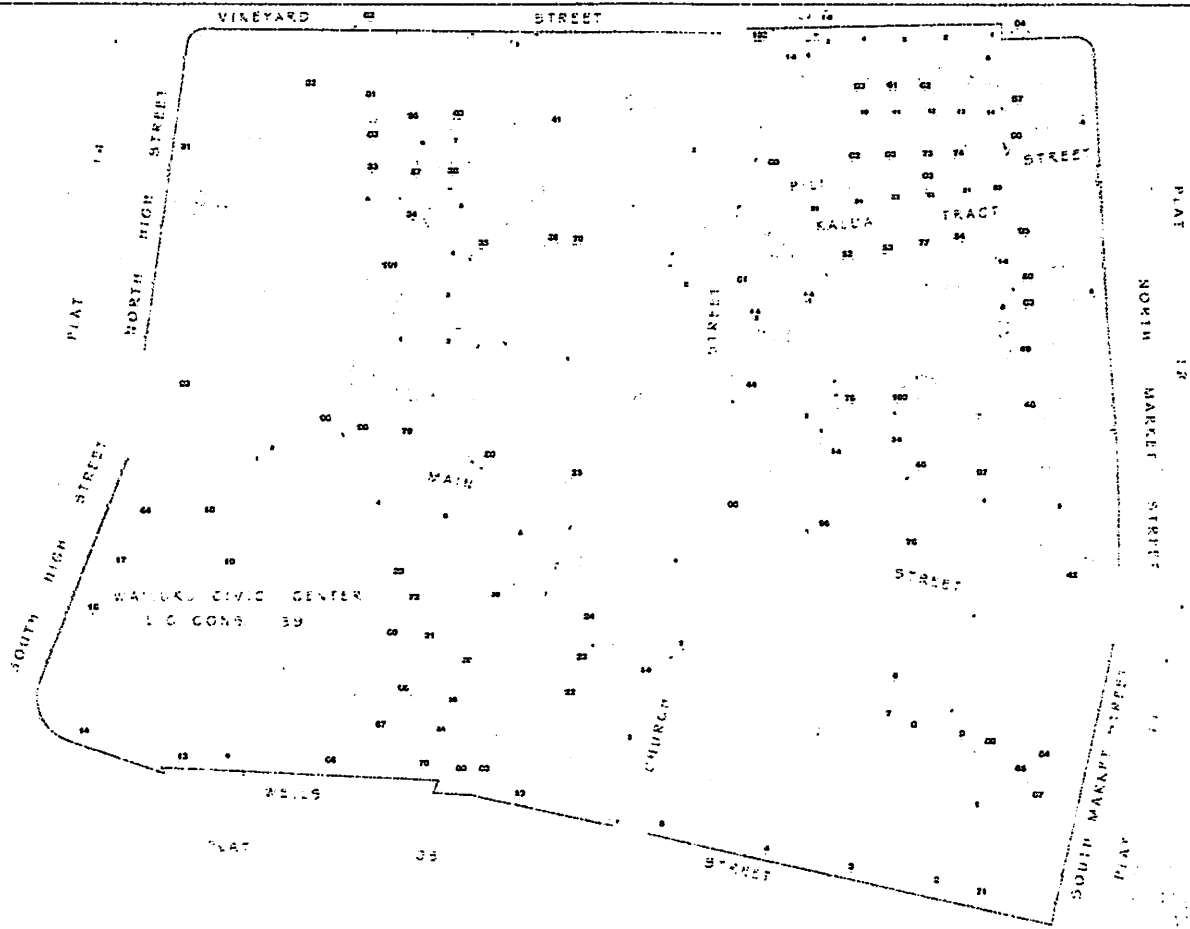
5/12/2018

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 "



WALKER'S 1978 KALAMAZOO MAP

FOR PROPERTY ASSESSMENT PURPOSES - SUBJECT TO CHANGE

200 201  
REAL PROPERTY TAX DISTRICT  
COUNTY OF KALAMAZOO  
3 4 13  
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:\ksh\civ\ct\exh 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
							#
<b>LAND</b>							
Land	\$1,000.00	\$1,000.00		\$0.00	\$0.00	1,000.00	0.00
<b>FOR SITE WORK</b>							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
<b>NEW CONSTRUCTION</b>							
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
<b>CONTINGENCY</b>							
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
<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>							
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
<b>INTERIM COSTS</b>							
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
<b>PERMITS AND FEES</b>							
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
<b>SOFT COSTS</b>							
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
HIFDC LHIC 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
<b>SYNDICATION COSTS</b>							
Organizational (Partnership)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	0.00
<b>FINANCING FEES &amp; EXPENSES</b>							
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
<b>DEVELOPER'S FEES</b>							
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
<b>TOTAL COST BEFORE RESERVE</b>	<b>\$3,150,000.00</b>	<b>\$3,150,000.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,150,000.00</b>	<b>\$0.00</b>
<b>PROJECT RESERVES</b>							
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
<b>TOTAL PROJECT COST</b>	<b>\$3,150,000.00</b>	<b>\$3,150,000.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,150,000.00</b>	<b>\$0.00</b>

**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 #
<b>LAND</b>							
Land	\$1,000.00	\$1,000.00		\$0.00	\$0.00	1,000.00	\$0.00
<b>FOR SITE WORK</b>							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
<b>NEW CONSTRUCTION</b>							
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
<b>CONTINGENCY</b>							
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
<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>							
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					
<b>INTERIM COSTS</b>							
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
<b>PERMITS AND FEES</b>							
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
<b>SOFT COSTS</b>							
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
<b>SYNDICATION COSTS</b>							
Organizational (Partnership)	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
<b>FINANCING FEES &amp; EXPENSES</b>							
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					
<b>DEVELOPER'S FEES</b>							
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
<b>TOTAL COST BEFORE RESERVE</b>	<b>\$2,500,000.00</b>	<b>\$2,500,000.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500,000.00</b>	<b>\$0.00</b>
<b>PROJECT RESERVES</b>							
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
<b>TOTAL PROJECT COST</b>	<b>\$2,500,000.00</b>	<b>\$2,500,000.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500,000.00</b>	<b>\$0.00</b>

**EXHIBIT C-3**

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

7/12/2018  
2:47 PM

SCOPE OF WORK	INITIAL APPROVED BUDGET	PROPOSED BUDGET	% COMP	COST TO DATE PREVIOUS	COST TO DATE NEW	BALANCE	THIS REQUEST
							#
<b>LAND</b>							
Land	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
<b>FOR SITE WORK</b>							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
<b>NEW CONSTRUCTION</b>							
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
<b>CONTINGENCY</b>							
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
<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>							
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
<b>INTERIM COSTS</b>							
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
<b>PERMITS AND FEES</b>							
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
<b>SOFT COSTS</b>							
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
H/HFDC 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
<b>SYNDICATION COSTS</b>							
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
<b>FINANCING FEES &amp; EXPENSES</b>							
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
<b>DEVELOPER'S FEES</b>							
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
<b>TOTAL COST BEFORE RESERVE</b>	<b>\$650,000.00</b>	<b>\$650,000.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$650,000.00</b>	<b>\$0.00</b>
<b>PROJECT RESERVES</b>							
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
<b>TOTAL PROJECT COST</b>	<b>\$650,000.00</b>	<b>\$650,000.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$650,000.00</b>	<b>\$0.00</b>

**EXHIBIT C-3**

**NEW MAUI BUS HUB  
DURF 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 #
<b>LAND</b>							
Land	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
<b>FOR SITE WORK</b>							
Sitework Costs	\$0.00	\$0.00		\$0.00	\$0.00	0.00	\$0.00
<b>NEW CONSTRUCTION</b>							
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
<b>CONTINGENCY</b>							
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
<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>							
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
<b>INTERIM COSTS</b>							
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
<b>PERMITS AND FEES</b>							
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
<b>SOFT COSTS</b>							
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
<b>SYNDICATION COSTS</b>							
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
<b>FINANCING FEES &amp; EXPENSES</b>							
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
<b>DEVELOPER'S FEES</b>							
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
<b>TOTAL COST BEFORE RESERVE</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PROJECT RESERVES</b>							
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
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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 Origination 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

**SYNDICATION COSTS**

Organizational (Partnership)

**FINANCING FEES & EXPENSES**

Permanent Loan Origination Fee  
Title and Recording  
Counsel's Fee  
Lender's Counsel  
Lender's Out of Pocket

**DEVELOPER'S FEES**

Developer's Overhead  
Developer's Fee

<b>TOTAL COST BEFORE RESERV</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
---------------------------------	----------	----------	----------	----------	----------

**PROJECT RESERVES**

Operating Reserves  
Escrows

<b>TOTAL PROJECT COST</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
---------------------------	----------	----------	----------	----------	----------

# 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:

<b><u>Coverage</u></b>	<b><u>Minimum Policy Limits</u></b>
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.

DIGEST

ORDINANCE NO. \_\_\_\_\_  
BILL NO. 139 (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

This bill proposes to authorize the Mayor to enter into an intergovernmental agreement with the Hawaii Housing Finance and Development Corporation and State Department of Accounting and General Services to allow the County to move the Maui Bus Transit Hub from its current location at the Queen Kaahumanu Shopping Center 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.

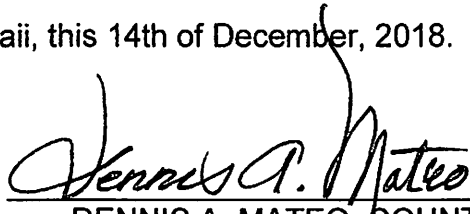
I, DENNIS A. MATEO, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 139 (2018) was passed on First Reading  
by the Council of the County of Maui, State of Hawaii, on the 13th day of December, 2018,  
by the following vote:

AYES: Councilmembers S. Stacy Crivello, Donald S. Guzman,  
G. Riki Hokama, Yuki Lei K. Sugimura, and Chair Michael B. White.

NOES: Councilmembers Alike Atay, Eleanora Cochran, and Kelly T. King.

EXCUSED: Vice-Chair Robert Carroll.

DATED at Wailuku, Maui, Hawaii, this 14th of December, 2018.

  
\_\_\_\_\_  
DENNIS A. MATEO, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk,  
County of Maui, for use and examination by the public.